

Consideration------Rs. 1,00, 000/=

Market value on which stamp duty is paid----Rs. 16,72,000/=

No. of stamp sheets----- ELEVEN

Stamp Duty- Rs. 1,00,500/=

WHEREAS I/WE---

PRATAP SINGH KOTAL son of Late Shri Tulsi resident of Village Kyarkuli Bhatta, Central Doon, District Dehra Dun (PAN NO. AQZPK8227E) (does not belong to Schedule Caste or Schedule Tribe)

am the sole proprietor of the property detailed in the end also in the possession of the same, do hereby sell to ---

SHRI PARTHA PRATIM ROY CHOWDHURY son of Shri Shri Ashok Kumar Roy Chowdhury at present residing at Raj Bhawan, DEHRA DUN (Uttarakhand) - (PAN NO. AFVPC8676G)

for consideration of Rs. 1,00,000/= received as mentioned in the deed.

The property is free from all encumbrances.

DETAILS OF THE PROPERTY-

PLOT OF LAND measuring more or less 7200 sq. feet or 669 sq. meters, forming part of Khata Khewat no. 65 in Bhatta Estate, situated at Barlowganj Jharipani Road, MUSSOORIE, District Dehra Dun

VENDEE

VENDOR



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DEED OF SALE

This deed of sale is made this the 18TH day of August, 2010 at MUSSOORIE,

BETWEEN

SHRI PRATAP SINGH KOTAL son of Late Shri Tulsi resident of Village Kyarkuli Bhatta, Central Doon, District Dehra Dun.

(hereinafter called the "VENDOR") of ONE PART;

AND

SHRI PARTHA PRATIM ROY CHOWDHURY son of Shri Shri Ashok Kumar Roy Chowdhury at present residing at Raj Bhawan, DEHRA DUN (Uttarakhand). (hereinafter called the "VENDEE") of the OTHER PART;

WHEREAS the expressions 'VENDOR' AND 'VENDEE' used in these presents, unless repugnant to the context of the conveyance, shall mean and include their respective heirs, legal representatives, administrators, executors, nominees, successors and assigns etc.

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ा दिनांक २४-६-२०१० को र्शितक उप जिबन्धकमध्दे राद्व में, प्रस्तृत की मस्री WH. G.A. IS erender, ^en de



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WHEREAS one Smt. Pano Devi was lawful owner and in possession of plot of land forming part of Khata Khewat no. 65 in Kyarkulri Bhatta, situated at Rajpur Road, MUSSOORIE, District Dehra Dun (hereinafter called the said plot of land) and the said plot of land was mutated in her name.

AND WHEREAS the said Smt. Pano Devi had executed a will on 4.9.1990 in respect of the said plot of land. The said Smt. Pano Devi died on 6th January, 1992 leaving behind his two sons namely Pratap Singh and Ratan Singh.

AND WHEREAS on the basis of aforesaid WILL dated 4.9.1990, the vendor applied for mutation of the said plot of land in his name, in which proceedings the vendor's brother Shri Ratan Singh gave his statement and consent for mutation of said plot of land in the name of the vendor. Accordingly the District Collector, Dehra Dun passed orders on 23.5.2007 in case no. 95/2005-2006 Shri Pratap Singh versus Smt. Pano Devi for mutation of said plot of land in favour of the vendor and at present name of the vendor is entered in the records of State Government as its lawful owner in possession and he is fully entitled to transfer the said plot of land or to deal with the same in his own rights.

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AND WHEREAS the Vendor has agreed with the vendee to sell the property known as PLOT OF LAND measuring more or less 7200 sq. feet or 669 sq. meters, forming part of Khata Khewat no. 65 in Bhatta Estate, situated at Barlowgani Jharipani Road, MUSSOORIE, District Dehra Dun, more fully described in the schedule at the foot of this deed and hereinafter called the said property, for a total sale consideration of Rs. 1,00,000/= (Rs. One Lac) only and the vendee has also agreed to purchase the same on the terms and conditions mentioned herein below:-

NOW THIS DEED WITNESSETH AS UNDER:

- 1. That in pursuance of the said agreement and in consideration of a sum of Rs. 1,00,000/= (Rs. One Lac) only paid by the Vendee to the Vendor as under:-
- a). As. 50,000/= (Rupees Fifty Thousand) only vide Cheque no. 104141 dated 26.6.2010 upon State Bank of India, Dehra Dun, and
- b). Rs. 50,000/= (Rupees Fifty Thousand) only vide Cheque no. 104145 dated 18.08.2010 upon State Bank of India, Dehra Dun,

at the time of execution of this deed and receipt of the entire sale consideration is hereby admitted and acknowledged by the vendor, the Vendor doth hereby convey, grant, sell, release and transfer by way of Absolute Sale all that property known as

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AND WHEREAS the Vendor has agreed with the vendee to sell the property known as PLOT OF LAND measuring more or less 7200 sq. feet or 669 sq. meters, forming part of Khata Khewat no. 65 in Bhatta Estate, situated at Barlowganj Jharipani Road, MUSSOORIE, District Dehra Dun, more fully described in the schedule at the foot of this deed and hereinafter called the said property, for a total sale consideration of Rs. 1,00,000/= (Rs. One Lac) only and the vendee has also agreed to purchase the same on the terms and conditions mentioned herein below:-

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- a). Rs. 50,000/= (Rupees Fifty Thousand) only vide Cheque no. 104141 dated 26.6.2010 upon State Bank of India, Dehra Dun, and
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PLOT OF LAND measuring more or less 7200 sq. feet or 669 sq. meters, forming part of Khata Khewat no. 65 in Bhatta Estate, situated at Barlowganj Jharipani Road, MUSSOORIE, District Dehra Dun, more fully described in the schedule at the foot of this deed, in favour of the Vendee with all rights, paths, passages, easementary rights, water courses, shrubs, trees, mines and mineral, liberties and privileges appertaining to the said property with clear title, claims, interest, rights and demands etc., TO HAVE and TO HOLD the said property and every part thereof unto the Vendee without any interference and disturbance whatsoever from any side.

- That the Vendor has withdrawn his possession from the said property under sale and has delivered actual, physical, peaceful and vacant possession of the same to the vendee. The vendor is left with no connection or interest with the demised property.
- That the vendee shall be liable to pay all taxes, and dues etc. in respect of the said property under sale from the date of this deed and any amount of outstanding taxes and dues prior to this deed is responsibility of the vendor.
- 4. That the Vendor shall at the cost of the person so requiring reasonably do all acts, deeds and things in order to assure the said property to the Vendee more fully.

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- 5. That the Vendor hereby gives assurance and declares that he has a good marketable title, power and authority to sell the said property under sale, which is free from all financial encumbrances, liens, charges, demands, attachments, court injunctions and mortgages etc. In case of any such issue hereof in respect of the said property and if the said property or any part of the same is lost to the Vendee or the Vendee suffers any loss on this account, the Vendor shall indemnify the Vendee fully.
 - That the said property shall be quietly entered into, upon and used and its usufruct enjoyed in any manner by the Vendee without any interference from any person claiming under the Vendor.
 - 7. That the Vendee shall have right to get his name mutated in the records of Municipal Board, Mussoorie and the Vendor shall help the Vendee for the same.

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- 8. That the vendor never leased out the said property under sale to any other person and it was in possession of the vendor.
- 9. That all the expenses of the sale deed are and will be borne by the Vendee.
- 10. That the total area of the said property under sale i.e. 'PLOT OF LAND' is more or less 7200 sq. feet or 669 sq. meters.



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11. That the said property - the 'PLOT OF LAND' is situated at Barlowganj Jharipani Road, Bhatta Estate within Municipal limits of Mussoorie. The circle rate of land situated at Barlowganj Jharipani Road, as fixed by the authorities for the purposes of stamp duty, is Rs. 2500/= per sq. meter. On the basis of the facts mentioned above, the market value of the property under sale comes to Rs. 16,72,500/=. The total sale consideration of the property under sale is Rs. · 1,00,000/=, as such the stamp duty has been paid on the highest value of Rs. 16,72,500/=.

Calculations for stamp duty:-

Value of land ----- 669 X 2500/= Rs. 16,72,500/=

Total Sale Consideration ----- Rs. 1,00,000/=

Stamp Duty on Rs. 16,72,500/= @ 6% ---- Rs. 1,00,350/=



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SCHEDULE OF THE PROPERTY UNDER SALE: -

All that property known as PLOT OF LAND measuring more or less 7200 sq. feet or 669 sq. meters, forming part of Khata Khewat no. 65 in Bhatta Estate, situated at Barlowganj Jharipani Road, MUSSOORIE, District Dehra Dun, bounded and butted as under:

NORTH: Plot of land owned by Smt. Mitlesh Rawat

SOUTH : 20' wide common passage & thereafter Plot of Shri Bist

EAST :- Barlowganj Jharipani Road

WEST :- Land of Bhatta Estate

The said property under sale is more specifically shown and delineated in RED COLOUR in the site plan annexed to this deed.



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Name & Address of Vendor

PRATAP SINGH KOTAL

Kyarkuli Bhatta, Central Doon, Dehra Dun

Left hand Finger Prints of Vendor

Thumb Index Finger

Middle Finger



Right Hand Finger Prints of First Party/Vendor Thumb Index Finger Middle Finger



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Ring Finger Pinky



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Ring Finger

Pinky



Signature of Vendor



848995

· Name & Address of Vendee SHRI PARTHA PRATIM ROY CHOWDHURY at present residing at Raj Bhawan, DEHRA DUN (Uttrakhand).

Left hand Finger Prints of Vendee

Thumb

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Index Finger

Middle Finger

Ring Finger

Pinky





Right Hand Finger Prints of Vendee Index Finger



Middle Finger



Ring Finger



Pinky







Signature of Vendee







उत्तरांचल UTTARANCHAL

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IN WITNESS WHEREOF the VENDOR has executed and the vendee has signed this deed of sale on the day, month and year first above mentioned.

WITNESSES:

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(Anis Panalle)

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(Verender Sige) 15/1. Lati Shin kham singe 18/0. Brothe, Musiconia VENDOR

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DRAFTED & TYPED IN THE OFFICE OF

RANBIR SINGH Advocate, MUSSOORIE

SITE PLAN OF LAND OF BHATTA ESTATE AT RAJPUR ROAD MUSSOORIE

SCALE 82-1"

NOTE: THE BOUNDARY OF SOLD PORTION HAS BEEN MARKED BY RED RIBAND.

SOLD OPEN LAND AREA: 7200 SITTOR 669 SIMT SOLD BY: Sh PRATAP SINGH



DRAWN BY:

GUPTA ASSOCIATES

SIGN OF SELLER

SIGN OF PURCHASER

प्रमाण -पत्र

प्रमाणित किया जाता है कि नगर पालिका परिषद, मसूरी क्षेत्रान्तगत बार्लोगन्ज स्थित भूमि 7200 वर्ग फीट जो पालिका अभिलेख में कर अनुभाग पंजिका के मॉग संख्या 800/। पर अंकित है। वर्तमान में उक्त सम्पित श्री पार्थ प्रतिम राय चौघरी पुत्र श्री अशोक कुमार निवासी राजभवन देहरादून के नाम टी०ए०सी० समिति के प्रस्ताव संख्या 36/1 दिनांक 19-2-2011 के हारा नामान्तरण स्वीकृत किया गया है।

अधिशासी अधिकारी नगर पाबिका परिषद, मुस्की 12

ग्रविशासी ग्रविकारी बगर पालिका परिषद, मसूरी