

SALE-DEED

SALE CONSIDERATION Rs.6,00,000/MARKET VALUE Rs.5,26,360/STAMP DUTY PAID Rs. 60,000/AVAS VIKAS DUTY (Included)

NO, OF STAMP SHEETS (06)

LOCATION OF PROPERTY- Patel Nagar

District Dehradun

DISTANCE FROM MAIN ROAD

That the schedule property is situated more than 150 mtrs away from the main Saharanpur road, Dehradun,

AREA OF PROPERTY

All that Property bearing No 318/296 (or 296 A) old no 32/9 Patel Nagar, Dehrdun total plot area 49.68 sq mtrs out of which covered area 37.31 sq mtrs.

SELLER'S NAME AND ADDRESS -

SHRI VIVEK KUMAR S/O SHRI RANVIR SINGH R/O 33 C, Khurbura Mohall, Dehradun (PAN NO ADOPT 5628 E)

PURCHASER'S NAME AND ADDRESS -

SHRI SUBHASH PANWAR S/O SHRI K.S PANWAR R/O 296 B, East Patel Nagar, Dehradun (PAN NO AMOPP 6695 G)

Drafted by S.K. Dhar, Advocate, Dehradun,

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SALE-DEED

THIS SALE DEED is made on this 30th day of March 2007 by:- SHRI VIVEK KUMAR S/O SHRI RANVIR SINGH R/O 33 C, Khurbura Mohall, Dehradun (hereinafter called the Seller) of the one part,

IN FAVOUR OF-

SHRI SUBHASH PANWAR S/O SHRI K.S PANWAR R/O 296 B, East Patel Nagar, Dehradun (herein after called the Purchaser) of the other part.

The terms "Seller" & "Purchaser", used hereinafter, shall mean and include their respective heirs, successors, and assigns etc., unless repugnant to the context.

Whereas, the Seller is owner in possession of all that property more-fully described in the schedule hereunder, having unrestricted and transferable rights therein. Whereas the Seller had purchased the said property from Smt Ramkali W/o Late Shri Sita Ram vide Sale Deed dated 27.03.2002 which is duly registered in the office of the Sub-Registrar, Dehradun at Book No I volume No 963 page 155 ADF book no 1 vol 1194 pages 425/472 at social No 1560 on 27-03-2002. And thus the Seller is sole and absolute owner of the schedule property and have been in continuous possession and ownership thereof. And whereas, the Seller has agreed to sell the schedule property more fully described in the scheduled hereunder to the Purchaser for the price of Rs. 6,00,000/- (Rupees Six Lacs Only) free from all encumbrances, and the Purchaser have also agreed to buy the same for the said price.



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NOW THIS DEED WITNESSETH

That in pursuance of the said agreement and in consideration of the sum Rs. 6,00,000/- (Rupees Six Lacs Only only) paid by the Purchaser to the Seller as under:-

- Rs 4,30,000/- vide SBI Cheque drawn by Vijaya Bank in favour of Allahabad Bank, Dehradun dated 30.03.2007 bearing no 626442.
 - --dated 30.03.2007 issued by Vijaya Rs 50,000/- vide Payorder n Bank, Dehradun.
 - Rs 1,20,000/- paid in cash.

The receipt of which total sum of Rs. 6,00,000/- (Rupees Six Lacs Only) is hereby acknowledged by the Seller)

And the Seller does hereby convertansfer and assign all that scheduled property unto and to the use and ownership of the Purchaser, with all rights, titles, interests, easements, appurtenances etc., of the Seller into and upon the said Property, to have and to hold the same absolutely and forever.

That the Property hereby sold is free from all encumbrances, charges, liens, demands, mortgages, court or other attachments etc. what so ever, the possession whereof has been given to the Purchaser on the spot this day.

That all the taxes, cesses dues, charges etc. due and payable up to the date of this deed shall be paid by the Seller, and thereafter the same shall be paid by the Purchaser.



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That the Purchaser shall, hereafter be fully entitled to use, hold and enjoy the said Property, in any manner he may like, and/or make any addition /alteration thereon, and/ or make sale or transfer the same in any manner, and get the same mutated in his name in the relevant Government records at his expenses.

That the Seller has equitably mortgage the property with Allahabad Bank, Dehradun and the liability of the said bank is being cleared through SBI Cheque No 626442, above said. After clearing the said liability the said property is free from all encumbrances, charges, liens, disputes etc.

That the purchaser has obtained Financial Loan for purchase of the said property from Vijaya Bank, Dehradun and the above said SBI Cheque and the payorder is being issued by Vijaya Bank, Dehradun on the account of the purchaser.

That the Seller, at the cost of the Purchaser, shall do and execute all such acts, deeds and things as may be required for empleting and more perfectly assuring the title of the said Property, and keeping the Purchaser in possession and ownership thereof.

That the Seller have nor done anything whatsoever whereby the said Property hereby sold or any part thereof may be subject to any lien or attachment of any court or person and is also not subject to any mortgage either equitable or otherwise and the right of the Seller to sell the same subsists.

That in case the said Property hereby sold or any part thereof is lost or goes out of the hands of the Purchaser on account of any defect in the title of the Seller, then the Seller shall fully reimburse the Purchaser up-to the extent of the loss thus suffered including the cost of improvements and constructions, legal expenses etc., if any, incurred by the Purchaser.

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That there is no impediment legal or otherwise for the sale of the said Property by the Seller.

That the schedule Property is situated within Municipal Corporation limit and is not effected by the Provisions of the Uttaranchal (UPZA LR Act) (Adaptation and Modification order 2001) Amendment Act 2003.

That the schedule property is situated more than 150 mtrs away from the main Saharanpur road, Dehradun.

That the said property is of ordinary construction and under construction.

That the Seller and Purchaser does not belongs to SC/ST.

That the scheduled Property is not affected by the provisions of sections 5(3), 10(3) and 20(1) of the U.L.C.Act, 1976.

That the sale is made at fair market value of Rs. 6,00,000/- (Rupees Six Lacs Only) and as per land circle rate i.e Rs 7,000/- per sq mtrs the valuation of the land comes to Rs 3,47,760/- and construction rate of Rs 4700/- per sq mtrs the valuation comes to Rs 1,78,600/- hence the total valuation comes to Rs 5,26,360/- but stamp duty of Rs 60,000/- is being paid as per law on the consideration amount.

SCHEENE OF PROPERTY

All that Property bearing No 318/296 (or 296 A) ald no 32/9 Patel Nagar, Dehrdun total plot area 49.68 sq mtrs out of which revered area 37.31 sq mtrs bounded and butted as under:-

East:- Common wall and thereafter property of others.

West- Common wall and thereafter property of others

side measuring 49 ft 9 inches

North:- Property of purchaser side measuring 10 ft 9 inches.

South:- 30 ft wide passage.

More fully shown in red in the plan annexed herewith.

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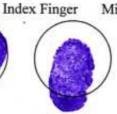
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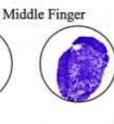
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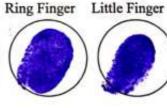
In witness whereof the Seller and Purchaser have signed on this deed on the day, month and year first above written.

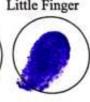
Seller's name Shri Vivek Kumar Left Hand

Thumb







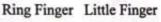


Right Hand Thumb

Index Finger

Middle Finger

















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Purchaser's name Shri Subhash Panwar Left Hand

Thumb

Index Finger

Middle Finger

Ring Finger

Little Finger











Right Hand Thumb

Index Finger

Middle Finger

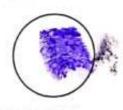
Ring Finger Little Finger









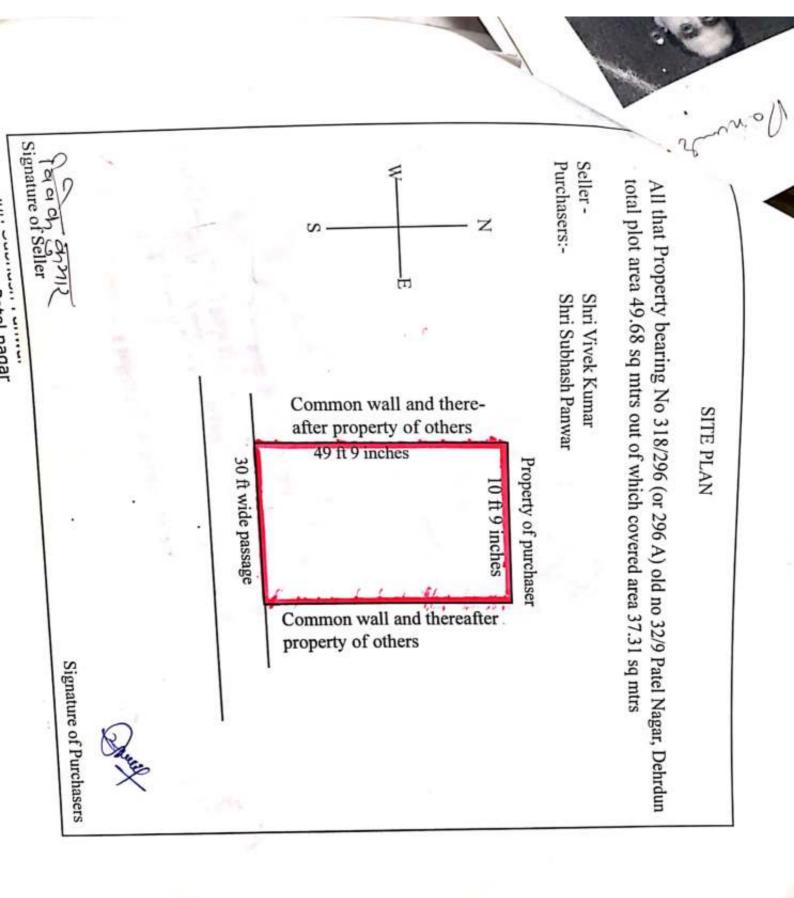


Signature of Seller

WITNESSES NIZ

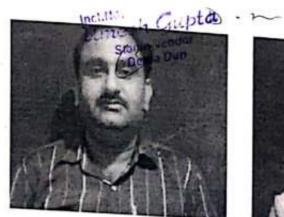
Signature of Purchaser

Drafted and photo attested by Shri S.K. Dhar, Advocate typed in my office.



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पर आज दिनांक 30/03/2007 में रिजस्ट्री की गई ।

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मसूरी देहरादून विकास प्रधिकरण, देहरादून

श्री/श्रीमती सिंग विवाद

आपका मीहल्ला/ग्राम/कालोनी मेंस्टर्स -318/2965 रूट पट्टा निर्माण का संलग्न मानचित्र निम्ननांकित प्रतिबन्धों के साथ स्वीकृत किया जाता है :

- यह मानचित्र स्वीकृति की दिनांक से पांच वर्ष तक वैद्य है उसके बाद कोई निर्माण कार्य नहीं किया जायेगा।
- मानचित्र की इस स्वीकृति से शासकीय विभाग में स्थानीय निकाय या किसी अन्य व्यक्ति के अधिकार तथा स्वामित्व किसी प्रकार प्रभावित नहीं होते हैं।
- मानचित्र जिस प्रयोजन हेतु स्वीकृत कराया गया है केवल उसी प्रयोग में लाया जायेगा। प्रयोजन में परिवर्तन होने का पूरा निर्माण अनिचकृत माना जायेगा।
- यदि भविष्य में किसी विकास कार्य हेतु विकास व्यय मांगा जायेगा तो वह बिना किसी आपत्ति के देय होगा तथा उक्त क्षेत्र के विकास से सम्बन्धित किसी परियोजना विकास कार्य हेतु अतिरिक्त विकास शुल्क बिना किसी आपत्ति के जमा करना होगा ताकि उक्त क्षेत्र से प्राप्त विकास शुल्क से ही उक्त क्षेत्र का विकास कार्य सम्पादित किया जा सके।
 - जो क्षेत्र विकास कार्य के उपयुक्त नहीं होगा वहाँ शासन अथवा किसी स्थानीय निकास की विकास कार्य करने की जिम्मेंदारी नहीं 4-
 - दरवाजे तथा खिड़कियां इस तरह से लगाई जायें कि जब वह खुलें तो उसके पत्ले किसी सरकारी भूमि या सड़क की और न बढ़े हों व किसी अन्य मकान की रोशनी व हवा को प्रमावित न करते हों।
 - बिजली की लाईन से ५ फिट के अन्दर कोई निर्माण कार्य नहीं किया जायेगा।
 - रवीकृत मानचित्र की एक प्रति सदैव निर्माण स्थल पर ही रखनी होगी ताकि मौके पर कभी भी जांच की जा सके तथा निर्माण कार्य स्वीकृत मानचित्र स्पेसिफिकेशन नियमों के अनुसार ही कराया जाएगा तथा भवन के स्वामित्व की जिम्मेदारी भी आवेदक की होगी।
 - सड़क सर्विसलेन तथा सरकारी भूमि पर कोई निर्माण सामग्री, बिल्डिंग मैटिरियल नहीं रखा जायेगा तथा गन्दे पानी की निकासी का प्रबन्ध स्वयं करना होगा। 🛚
- निर्माण कार्य समाप्त होने के 3 माह के अन्दर आप निर्माण स्वीकृत मानचित्र के अनुसार पूरा होने का प्रमाण-पत्र प्राधिकरण से प्राप्त करें। तदोपरान्त ही भवन को प्रयोग में लायेंगे। अन्यथा स्वीकृति निरस्त कर दी जायेगी।
 - निर्माण के अन्दर यदि कोई वृक्ष आता है तो उसको काटने से पूर्व अनुमति प्राप्त करनी होगी।
- पानी की निकासी के लिये बैड़ छोड़ना होगा।
- यदि अनुमति प्राप्त करने के बाद किसी भी समय उपाध्यक्ष अथवा उनके द्वारा अधिकृत अधिकारी इस बात से सन्तुष्ट है कि उक्त अनुमति तथ्यों को छुपा कर अथवा फर्जी एवं जाली तथ्य प्रस्तुत करके प्राप्त की है तो उक्त अधिकारी को यह अधिकारी को यह अधिकार होगा कि,उक्त अनुमति को निरस्त कर सकते हैं व उक्त मानचित्र के अन्तंगत किया गया निर्माण,अवैध माना जायेगा।
- इस मानचित्र की स्वीकृति को मानचित्र के स्वामित्व का प्रमाण नहीं माना जायेगा और किसी न्यायालय के केवल मानचित्र को भूस्वामित्व 94-के साक्षय नहीं माना जायेगा।
- सीलिंग भूमि, नजूल भूमि अथवा अन्य सार्वजनिक भूमि पर अतिकमण पाये जाने पर यह स्वीकृति स्वतः निरस्त मान ली जायेगी। 41-
- रोड वाइडनिंग के क्षेत्र में बाऊन्ड्रीवाल गेट अथवा अन्य सार्वजनिक भूमि पर अतिकमण पाये आने पर यह स्वीकृति स्वतः निरस्त मान ली 95-जायेगी।
- ग्रीष्म ऋतु में पेयजल की कमी को देखते हुए % अप्रैल से ३० जून तक निर्माण नहीं किया जायेगा। 99-
- पर्वतिय भू-भाग में कोई हिल किट्रां नहीं की जायेगी। 95-
- भवन निर्माण करते समय भूकम्य से सुरक्षात्मक तुकनीक प्रयोग में लाना अनिवार्य होगा। 98-