

Consideration

Rs. 37,65,000.00

Market value on which Stamp Duty paid:

Rs. 37,65,000.00

Total Stamp Duty paid: (Including Development Charges) Rs. 3,76,500.00

Total Number of Pages:

31 (Thirty One)

Important Area:

Prominent Roads of Dehradun (Page No. 12)

Area:

Saharanpur Road (Sl. No. 07)

Place :

Dehrakhas (Bindal Bridge to Turner Road)

Type of Property:

Residential plot

Circle Rate:

Rs. 3100/- per sq. mt.

Distance from Main Road:

Plot is situated more than 50 meters away from the Main

Saharanpur Road.

Description of the plot :

All that piece of land being part of Khasra No. (according to the Settlement of 1400 F.) 642-ka cadmeasuring 1214.30 sq. mts.

(0.12143 hectares) situated in village Dehrakhas Pargana Central

Doon, District Dehradun.

SELLER:

MR. SHYAM LAL BATRA S/o Late Sh. Navneet Ram Batra

R/o 126, Niranjanpur, Dehradun (U. A.).

PURCHASER:

MR. BHARAT BHUSHAN BATRA S/o Late Sh. Mulkraj

Batra R/o 124, Niranjanpur, Dehradun (U.A.).

Drafted by:

NAVEEN KUMAR GUPTA, ADVOCATE





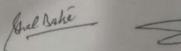
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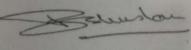
SALE DEED

THIS DEED OF SALE is made on this the 30th day of May, 2005 at Dehradun by MR. SHYAM LAL BATRA S/o Late Sh. Navneet Ram Batra R/o 126, Niranjanpur, Dehradun (U. A.) (hereinafter referred to as the SELLER and the term shall always mean and include, whenever and wherever the context so admits and requires his respective heirs, successors, legal representatives, executors, administrators and assigns);

IN FAVOUR OF

MR. BHARAT BHUSHAN BATRA S/o Late Sh. Mulkraj Batra R/o 124, Niranjanpur, Dehradun (U.A.) (hereinafter referred to as the PURCHASER and the term shall always mean and include, whenever and wherever the context so admits and requires his heirs, successors, legal representatives, executors, administrators and assigns).









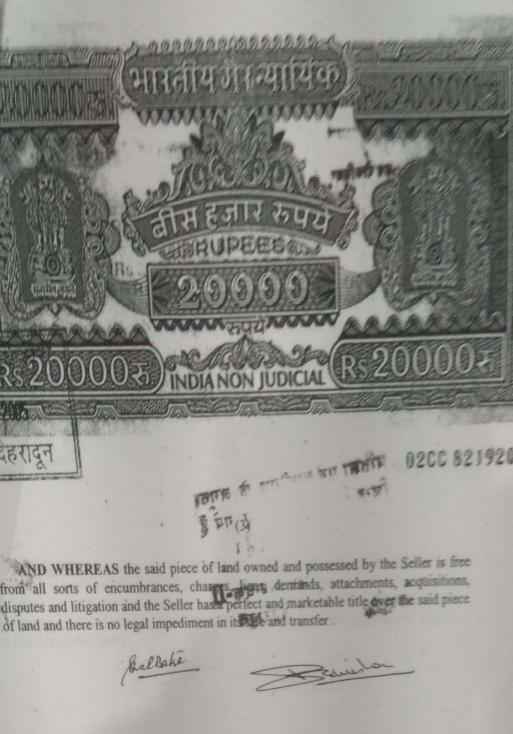
(2)

WHEREAS the above named Seller is the absolute owner, bhumidhar with transferable rights and in possession of all that piece of land, situated in Village Dehrakhas, Pargana Central Doon, District Dehradun came in his lot by virtue of a Judgement and Final decree passed on 24-09-2001 in partition suit No. 2/97-98 "Mulkraj Batra V/s Shyam Lal Batra & others" u/s 176/178 of U. P. Z.A. & L. R. Act by the Court of Assistant Collector, Ist Class, Dehradun. The name of the Seller was entered in revenue record over the land came in his lot and subsequently his name was also recorded in the records prepared during the proceeding of Settlement of 1400 F. in the said village.

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(4)

AND WHEREAS since the Purchaser was willing to buy the said piece of land mentioned above from the Seller and the Seller was also desirous to sell and dispose his said piece of land mentioned above and therefore both the Seller and the Purchaser, above named, entered into a verbal contract to sell and purchase the said piece of land for the suitable market price.

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(5)

AND THEREFORE the Seller, under the direction and request of the Purchaser is executing the required Sale Deed in favour of the Purchaser in terms and conditions and in furtherance and pursuance of the verbal contract arrived between them.

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(6)

W THIS DEED WITNESSETH AS UNDER

at in pursuance of the said verbal agreement, under the direction of the Purchaser and consideration of the agreed sum of Rs. 37,65,000/= (Rupees Thirty Seven Lacs Sixty ve Thousand) only well and truly paid by the Purchaser to the Seller in the following anner:-

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(7)

			paid vide Cheque No. 840351 dated 13-11-2004 drawn
(a)	Rs.	3,00,0	paid vide Cheque No. 840351 dated 13-11 on paid vide Cheque No. 8403
			Cheque No. 840360 dated 15-01-2003 drawn
4.3	De	5.31,000/-	Park of India, Commercial

- upon State Bank of India, Commercial Branch, Rajpur 5,31,000/-Rs. (b) Road, Dehradun.
- paid vide Cheque No. 840564 dated 17-03-2005 drawn upon State Bank of India, Commercial Branch, Rajpur 5,00,000/-(c) Rs. Road, Dehradun.

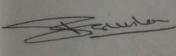


(8)

- paid vide Cheque No. 840565 dated 17-03-2005 drawn upon State Bank of India, Commercial Branch, Rajpur Road, Dehradun.
- (e) Rs. 11,00,000/- paid vide Cheque No. 840568 dated 30-05-2005 drawn upon State Bank of India, Commercial Branch, Rajpur Road, Dehradun.
 - (f) Rs. 5,74,000/- paid vide Cheque No. 354307 dated 30-05-2005 drawn upon State Bank of India, Main Branch, Dehradun.

Total Rs. 37,65,000/-(Rupees Thirty Seven Lacs Sixty Five Thousand) only.

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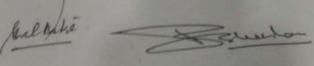






(9)

The Seller hereby acknowledge the receipt of the entire sale consideration and the Seller DOTH hereby convey, transfer and assign all that said piece of land having an area of 1214.30 sq. mts. (0.12143 hectares), morefully described in the Schedule given at the foot of this Deed and shown in the red ribband in the plan attached herewith and hereinafter referred to as the THE PLOT HEREBY SOLD with all rights, titles, interests and claims of the Seller in and upon the said plot of land with all easements, appurtenances, benefits and privileges attached or reputed to be attached to the said plot unto and to the use of the Purchaser TO HAVE and TO HOLD the same absolutely and forever, the actual and physical possession whereof has been delivered to the Purchaser by the Seller and the Purchaser has also taken the actual physical possession from the Seller on the spot and he has come in occupation thereof.







(10)

That the Seller hereby further covenant with the Purchaser as under :-

1- That the Seller has a good and subsisting right and fitle to convey and sell the plot hereby sold to the Purchaser as hereby conveyed.

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(11)

2- That the Purchaser shall peaceably hold, use and enjoy the plot hereby sold without any hindrance or interruption from the Seller or any person (s) claiming through or under him or any other person (s) whomsoever.







(12)

That the Seller and the Purchaser had already jointly submitted a residential plan for approval over the plot hereby sold in the office of MDDA, Dehradun and proceedings for approval are in progress. From today onwards, the Seller will have no interference and claim over the plan and only the purchaser will have exclusive right to construct residential building over the plot hereby sold according to the sanctioned plan. The Purchaser will be entitled to use and utilize the said building in any manner he may deem fit and to derive the benefit from the plot hereby sold.







(12)

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(13)

4- That the Seller shall be liable to pay all taxes and Govt. demands which may be due or found to be due in respect of the plot hereby sold uptill date and henceforth the same shall be the responsibility of the Purchaser himself.

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(14)

5- That the Seller further declare that the plot hereby sold is free from all encumbrances, charges, liens, demands, mortgages, court attachments, acquisitions, disputes and litigation etc and he has clear and marketable title over it and he has not done anything whatsoever whereby the said plot of land or any part thereof may be subject to any lien or attachment of any court or person.

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(15)

6- That the Purchaser will have a right to get his name mutated over the plot hereby sold in revenue records at his own expenses. The Seller will have no objection over it and he will extend his full co-operation in this regard to the Purchaser.

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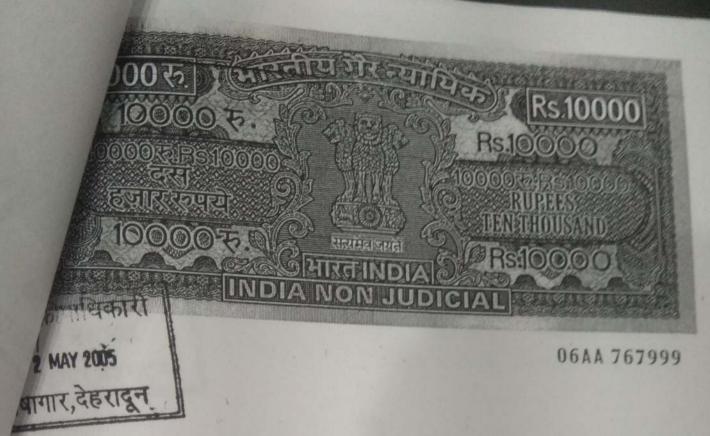
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(16)

7-That the Seller and all persons claiming under him shall at the cost and request of the Purchaser do or cause to be done all such acts, deeds and things which may be reasonably required for more perfectly assuring the plot hereby sold or any every part thereof unto the Purchaser and keeping him in possession thereof.



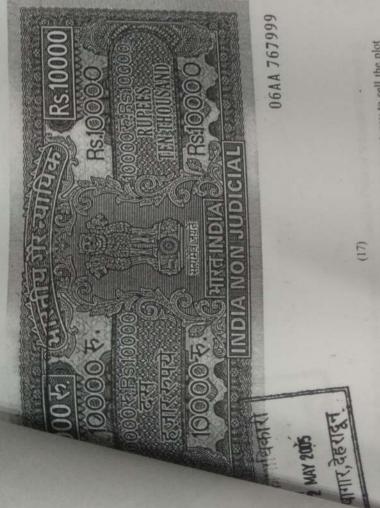


(17)

8- That the Purchaser is satisfied regarding the Seller's competency to sell the plot hereby sold and is also satisfied regarding the title, ownership and possession of the seller regarding the plot hereby sold.

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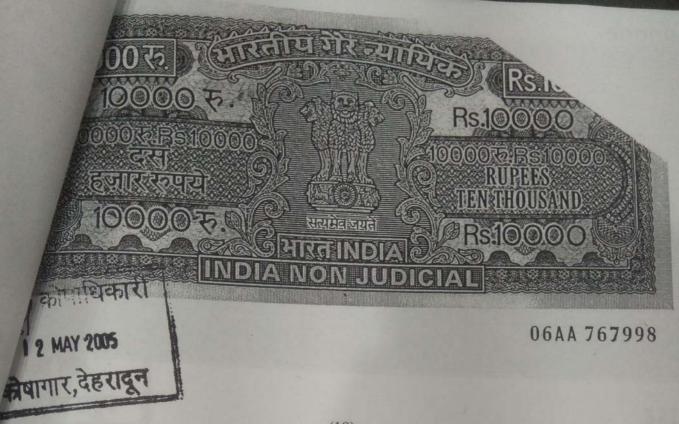




hereby sold and is also satisfied regarding the ritle, ownership and possession of That the Purchaser is satisfied regarding the Seller's competency to sell the plot the seller regarding the plot hereby sold.

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(18)

9- That the Seller is not the member of Schedule Caste or Schedule Tribe and no trees or orchard exists over the plot hereby sold.

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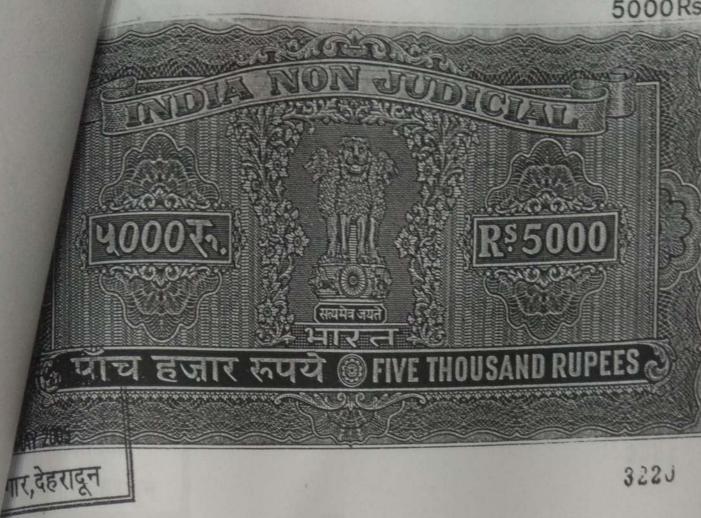
That the plot hereby sold is meant for residential purposes and is situated within the limits of Municipal Corporation of Dehradun in Village Dehrakhas Pargana Central Doon, District Dehradun and is more than 50 meters beyond the main Saharanpur Road within the area of Bindal Bridge to Turner Road. The Govt. value of the said plot comes to Rs. 37,64,330/- calculated at the prescribed circle rate of Rs. 3100/- per sq. mt. while the consideration of the plot hereby sold is Rs. 37,65,000/=. Hence the Stamp duty of Rs. 3,76,500/= is being paid on the consideration, being higher than the Govt. value.

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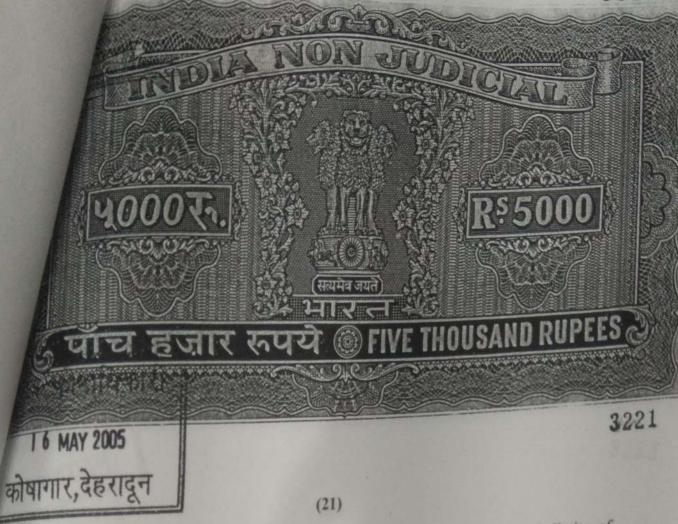


(20)

11- That the plot hereby sold is neither declared surplus or excess vacant land under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 nor any proceeding u/s 10 or section 20 of the said Act is pending in respect of the said land before any Authority or any Court

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12- That since the plot hereby sold is situated within the Municipal limits of Dehradun hence the provisions of Uttaranchal Act No. 29/2003 are not applicable over it.

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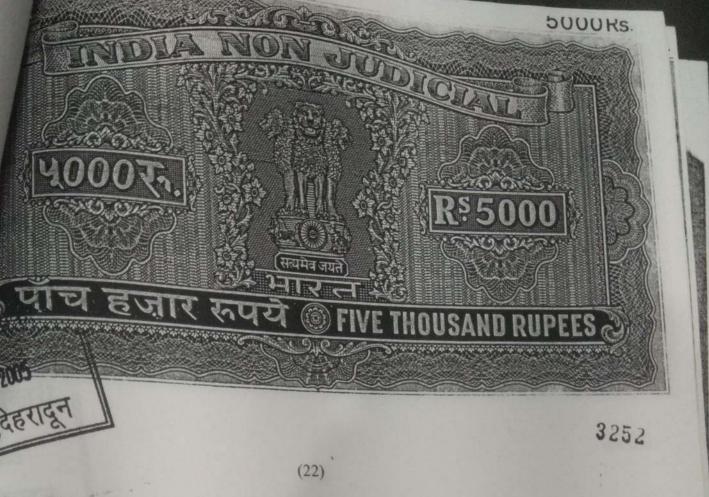




That since the plot hereby sold is situated within the Municipal limits of Dehradun hence the provisions of Uttaranchal Act No. 29/2003 are not applicable over it.



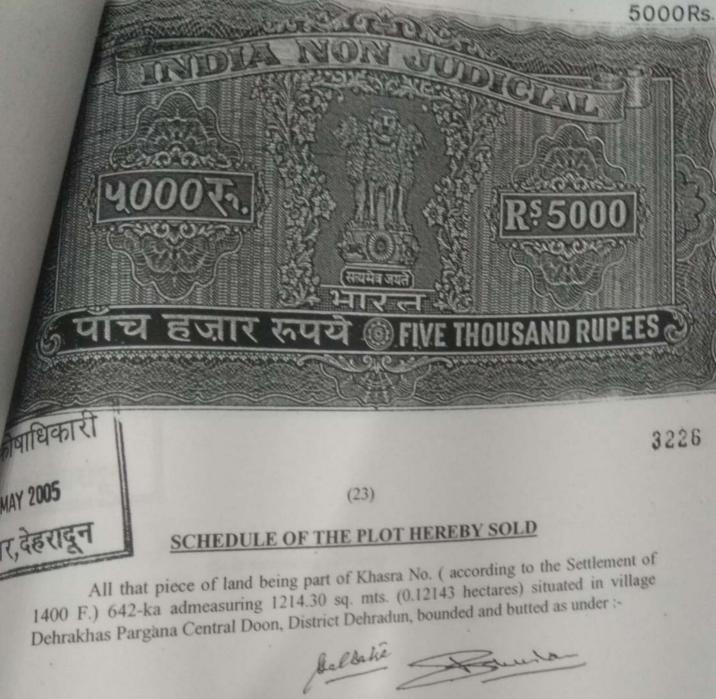




That no agreement for sale was ever executed and registered between the Sellers and Purchasers regarding the plot hereby sold.

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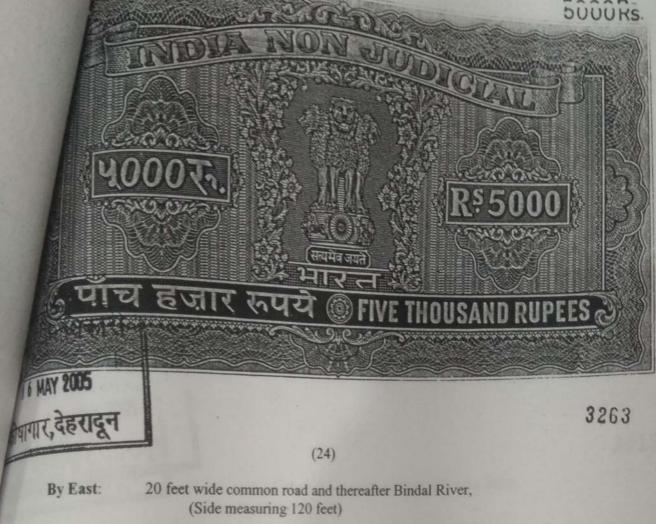






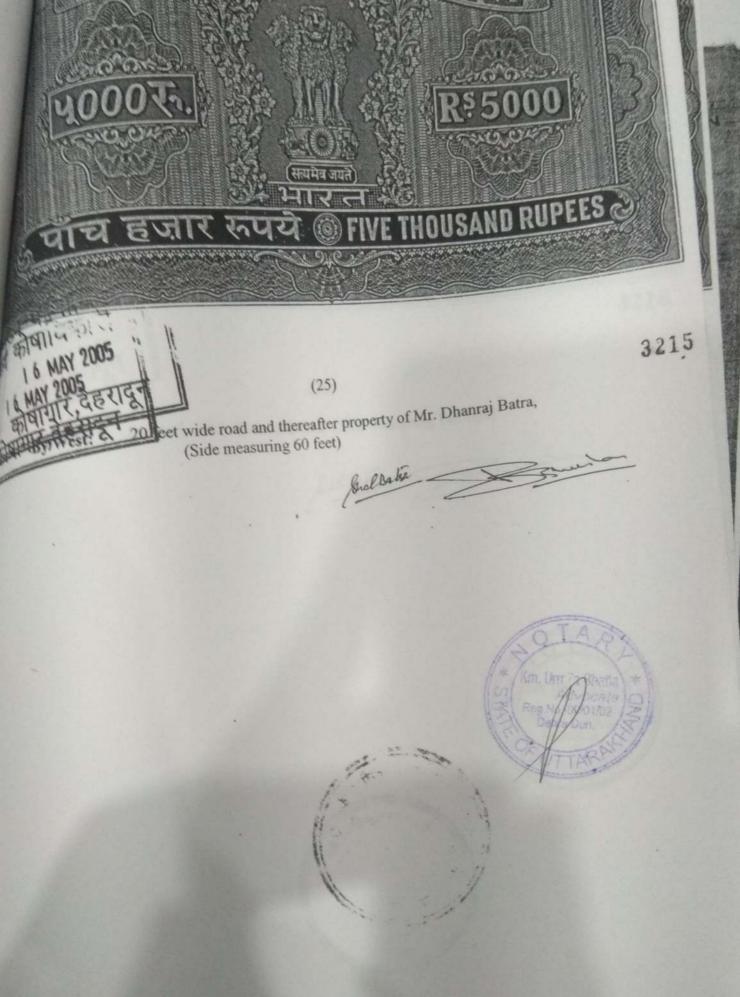






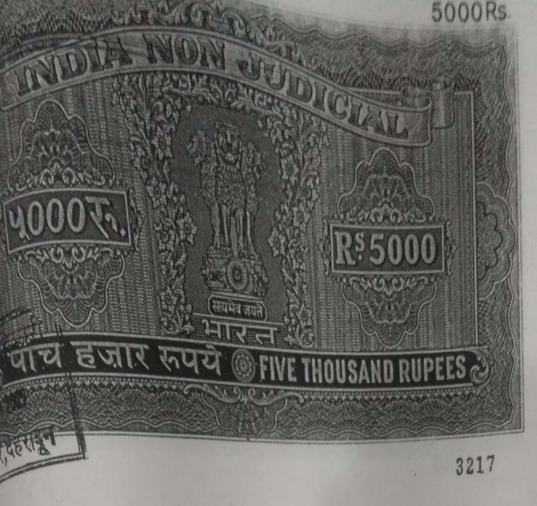
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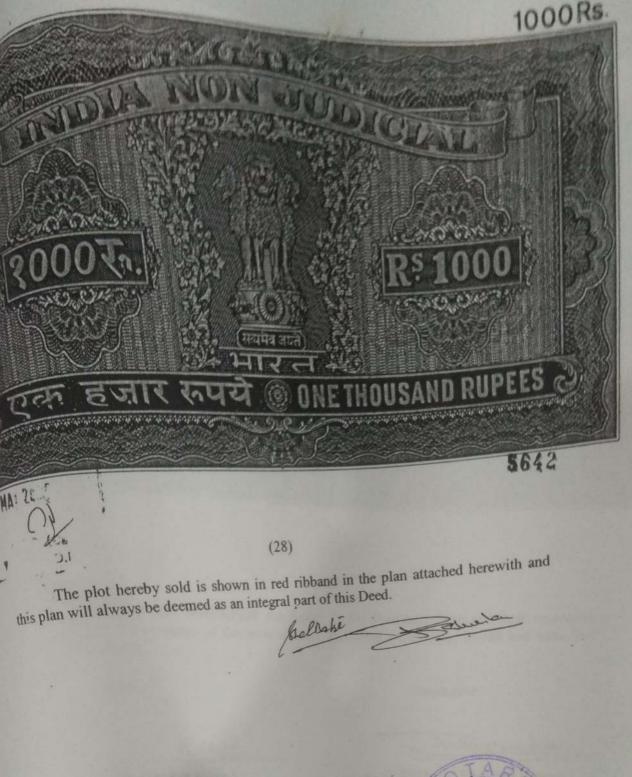


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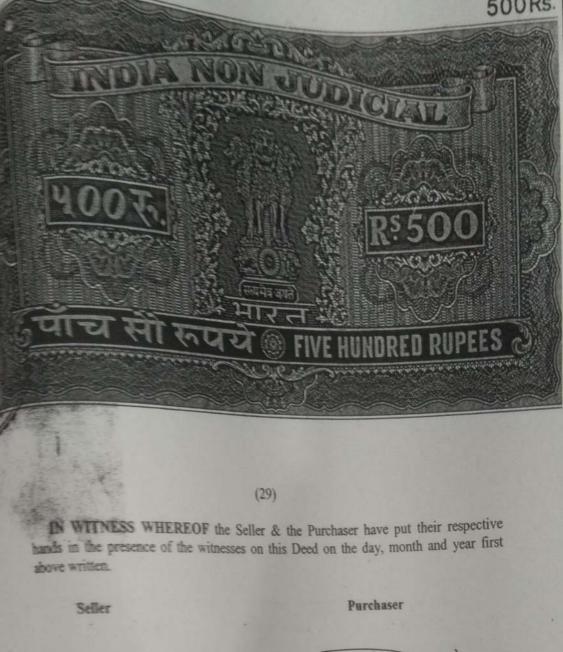
By South: Property of Purchaser (Side measuring 157 feet 10 inches.)

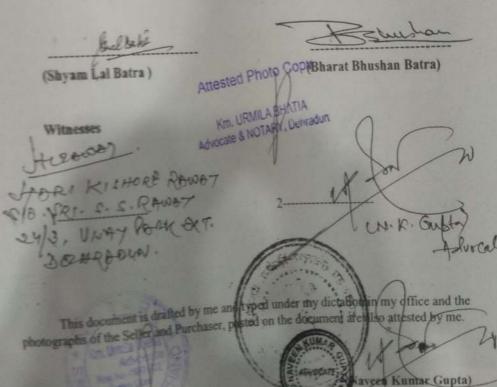
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Advocate

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में न. 3248 पर आज दिनांक 30/05/2005 में रिजिस्ट्री की गई।

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