



Sale Deed
(Relevant Particulars)

Consideration	: Rs. 4,50,000/-
Market value	: Rs. 7,71,000/-
Total Stamp Duty Paid	: Rs. 39,000/-
No. of Stamp Sheets	: 08
Circle Rate	: Rs. 25,000/- per Sq. Mtrs. (Land)
	Rs. 180/- (Annual Rent) per Sq. Mtrs. x 300

Main Location : The said property is situated within 50 Mtrs. from Main Rajpur Road in between Blind School and Mussoorie By-Pass.

Schedule of Property : All that Commercial Property bearing No. 121 Total Area Measuring 9.75 Sq. Mtrs. (Total Covered), situated at Rajpur Road [Jakhan], Dehra Dun (Uttarakhand)

Name of the Seller : Dr. B. M. Jaiswal son of Late Sh. Pitamber Lal, resident of 121 Rajpur Road, Dehra Dun (Uttarakhand)

(PAN : AFQPJ0427B)

Name of the Purchaser : Mohd. Shariq son of Mr. Safeer Ahmed, resident of 101/16-A, Rajpur Road, "Doon Enclave", Jakhan, Dehra Dun (Uttarakhand) (PAN : AZHPS4461P)

Drafted by : R. S. Raghav Advocate, Court Compound, Dehra Dun

[Signature]

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उत्तराखण्ड UTTARAKHAND

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Sale Deed

THIS DEED OF SALE is made on this 15th day of December 2011
by **Dr. B. M. Jaiswal** son of Late Sh. Pitamber Lal, resident of 121
Rajpur Road, Dehra Dun (Uttarakhand) (hereinafter called the Seller)
of the one part.SELLER

IN FAVOUR OF

Mohd. Shariq son of Mr. Safeer Ahmed, resident of 101/16-A, Rajpur
Road, "Doon Enclave", Jakhan, Dehra Dun (Uttarakhand)
(hereinafter called the Purchaser) of the other part;

..... PURCHASER

WHEREAS the Seller is the sole and exclusive owner and in
possession of all that commercial Property which is morefully
described in the schedule given at the foot of this deed, hereinafter
called the "said Property".

Shariq

Dr. B. M. Jaiswal

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AND WHEREAS the said Property is a part of ancestral Property of the Seller and after the demise of father of the Seller namely Mr. Pitamber Lal. The Seller, his brother and sisters namely Mr. Manmohan Jaiswal, Mr. Jagmohan Jaiswal, Mr. C.M. Mathur Jaiswal, Mr. Udai Mohan Jaiswal, Miss. Kusum Jaiswal and Mrs. Suman Shah, all heirs of Late Sh. Pitamber Lal executed a Family Partition Deed dated 18-11-1992 and as per the said Family Partition Deed, the said property along-with other property came in possession and ownership of the Seller and the name of Seller is duly recorded in the records of Nagar Nigam, Dehra Dun as owner.

AND WHEREAS the Seller has subsisting and marketable title of the Property. The said Property is free from all encumbrances, attachments and liens. The Seller is absolute owner of the said Property and have full right to sell the same.

AND WHEREAS the said Property is free from all encumbrances, charges, liens, demands, attachments, loan, mortgages etc. and the Seller are in exclusive possession thereof. There is no litigation pending in any Court of law. The said property is not mortgaged with any financial company or Bank.

AND WHEREAS the Seller has agreed to sell the said Property to the Purchaser in consideration of Rs. 4,50,000/- (Rupees Four Lacs Fifty Thousand Only) and the Purchaser has agreed to purchase the said property in the aforesaid sale consideration.

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NOW THIS DEED WITNESSETH AS UNDER

[1] That I, **Dr. B. M. Jaiswal** son of Late Sh. Pitamber Lal, resident of 121 Rajpur Road, Dehra Dun (Uttarakhand), aforesaid Seller, do hereby sell, convey, transfer and assign the said Property in favour of **Mohd. Sharif** son of Mr. Safer Ahmed, resident of 101/16-A, Rajpur Road, "Doon Enclave", Jakhan, Dehra Dun (Uttarakhand) for a consideration of **Rs. 4,50,000/- (Rupees Four Lacs Fifty Thousand Only)** which has been paid in the following manner :-

- (a) Rs. 2,50,000/- vide Cheque No. 576444 dated 14-12-2011, drawn on Syndicate Bank, Branch Scholars' Home, Dehra Dun
- (b) Rs. 2,00,000/- vide Cheque No. 047325 dated 15-01-2012 drawn on ICICI Bank, Hathi Barkala, Dehra Dun

and the receipt of the entire sale-consideration is hereby acknowledged by the Seller to the full and final satisfaction before Sub-Registrar, Dehra Dun the Seller doth hereby convey, transfer, assign and sell all that Property, which is more-fully described in the Schedule at the foot of the this Sale Deed and every part thereof by way of absolute sale forever, free from all encumbrance, charges, liens, demands, attachments, etc. alongwith all rights, titles, claims, appurtenances, privileges, easementry rights, rights of paths, passages etc. and TO HAVE AND TO HOLD the same without any let or hindrances, disturbances, interruptions, interferences from the Seller and any other person through or under him.

Signature

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The Seller hereby covenant with the Purchaser as follows:

- [a] That the Seller has withdrawn his possession from the said Property and had delivered the actual, physical, undisputed and vacant possession of the said Property to the Purchaser
- [b] That Purchaser will have full right to get his name mutated in records of Nagar Nigam, Dehra Dun and the Seller will co-operate him in any manner whatsoever to get the mutation done.
- [c] That the Seller have not done anything whatsoever whereby the said Property or any part thereof may be subject to any lease, liens demands, attachments, etc. in any manner and the said Property is not also subject to any mortgage(s) in any manner whatsoever and whosoever.
- [d] That it is hereby fully assured by the Seller that he has clear and good marketable title over the said Property and he is fully empowered and entitled to transfer the same.
- [e] That in case the said Property hereby sold or any part thereof is lost or goes out of the hand of the Purchaser on account of any defect in the title of the Seller or his right to transfer the same, or due to any charge, lien, mortgage or attachment or litigation, then the Seller shall fully indemnify the Purchaser upto the extent of the loss thus suffered.
- [f] That the said Property hereby sold, is being transferred with all rights, easements, appurtenants, etc. to the Purchaser, and if any easement is acquired by property in future, the same is also hereby transferred.

[Signature]

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[g] That the Seller hereafter from time to time but always at the costs and request of the Purchaser shall do and execute and cause to be done and execute all further acts, deeds and things, which may lawfully be required to be done for more-fully assuring the title of the Purchaser over the said Property and to keep him in possession thereof.

[h] That all taxes, charges, revenue dues etc. upto the date of this Sale Deed shall be paid by the Seller and thereafter the same shall be paid by the Purchaser.

(i) That Seller do hereby assure and under take that there is no impediment in transfer of present property.

[3] That there is no registered agreement between the parties and the parties does not belong to schedule caste or schedule tribe.

[4] That said Property is exempt from the provisions of Urban Land Ceiling Act, U. P. Imposition of Ceiling and Land holdings Act-1972. The land is not under Land Acquisition proceedings.

[5] That the property hereby sold is situated within 50 Mtrs. from Main Rajpur Road in between Blind School and Mussoorie By-Pass.

[6] That the property hereby sold is a commercial property having land area of 9.75 Sq. Meter and total covered area of 9.75 Sq. meters. The said construction is ordinary and simple and 60 years old. The circle rate of the land is Rs. 25000/-per Sq. Mts. as prescribed by the Collector which comes to Rs. 2,43,750/-, the cost of covered area measuring 9.75 Sq. Meters @ Rs. 180 x 300 works out to Rs. 5,26,500/-. The Total valuation of the said Property as per Circle Rate comes to Rs. 7,70,250/- or Rs. 7,71,000/- on which proper stamp duty @5% of Rs. 39,000/- is being paid.

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That no permission under Urban Land (Ceiling and regulation) Act-1976 is required and the Seller assures the Purchaser that no Proceedings under section 10 (5) or 10(3) are pending and no notification under the said sections has been issued in respect of the said property. The property is also exempt under the provisions of U.P. Imposition of Ceiling and Land Holding Act-1972, and said property is not affected from the said provision.

[8] That the Property hereby sold is situated within the limits of Nagar Nigam Dehra Dun and the sale hereby is not in violation of any of the provisions of Uttaranchal (The U.P. Zamindari Abolition and Land Reforms Act, 1950) (Adaptation and Modification Order-2001) (Amendment Act 2003) [Uttaranchal Act No. 29 of 2003] and (Uttarakhand Act No. 1 of 2007)

[9] That provided always and it is hereby agreed that whenever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained, the expressions the 'SELLER' and the 'PURCHASER' herein used, shall include their respective heirs, legal representatives, successors in interest, administrator and assignees etc.

[Handwritten signatures]



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SCHEDULE OF THE PROPERTY / SHOP

All that Commercial Property bearing No. 121 Total Area Measuring 9.75 Sq. Mtrs. (Total Covered), situated at Rajpur Road [Jakhan], Dehra Dun (Uttarakhand), as shown in the plan annexed hereto, delineated with red lines, bounded and butted as under :-

- By North :- Property of Mrs. Kusum Jaiswal, S.M. 8 Ft. 9 Inch.
By South :- Property of Mr. Manmohan Jaiswal, S.M. 8 Ft. 9 Inch.
By East :- Property of Seller, S.M. 12 Ft.
By West :- Property of Purchaser, S.M. 12 Ft.

In Compliance of Section 32A of the Registration Act 1908

Name of the Seller :- Dr. B. M. Jaiswal

Left Hand fingers impressions

Thumb Index Finger Middle Finger Ring Finger Little Finger



Right Hand fingers impressions

Thumb Index Finger Middle Finger Ring Finger Little Finger



[Signature]

[Signature]

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उत्तराखण्ड, UTTARAKHAND

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Name of the Purchaser:- Mohd. Sharif

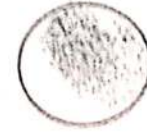
Left Hand fingers impressions

Thumb Index Finger Middle Finger Ring Finger Little Finger



Right Hand fingers impressions


Thumb Index Finger Middle Finger Ring Finger Little Finger




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IN WITNESS WHEREOF, the parties to this Deed at Dehra Dun, have signed on this day, month and the year first above mentioned in presence of witness.


.....
[Dr. B. M. Jaiswal]
Seller


.....
[Mohd. Shariq]
Purchaser

Witnesses :-

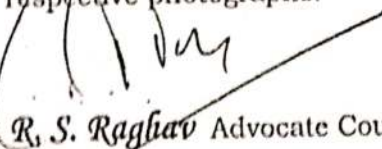
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Ram Bahadur Singh s/o Late P. B. M.
Singh, s/o Upper Road, Upper Road Eucalyptus
Palmad 0121
(VID - 110 - 114 C 2299741)

2- Rahatullah Khan

RAHAT ULLAH KHAN s/o Late P. B. M.
Hakim of the Khan
s/o Doon Vihar, J. K. Road, Doon 1
(VID - 114 C 2499333)

Drafted and computerized in my chamber on the basis of documents produced before me, and each of the parties have attested their respective photographs.


R. S. Raghuvar Advocate Court Compound, Dehra Dun

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SITE PLAN

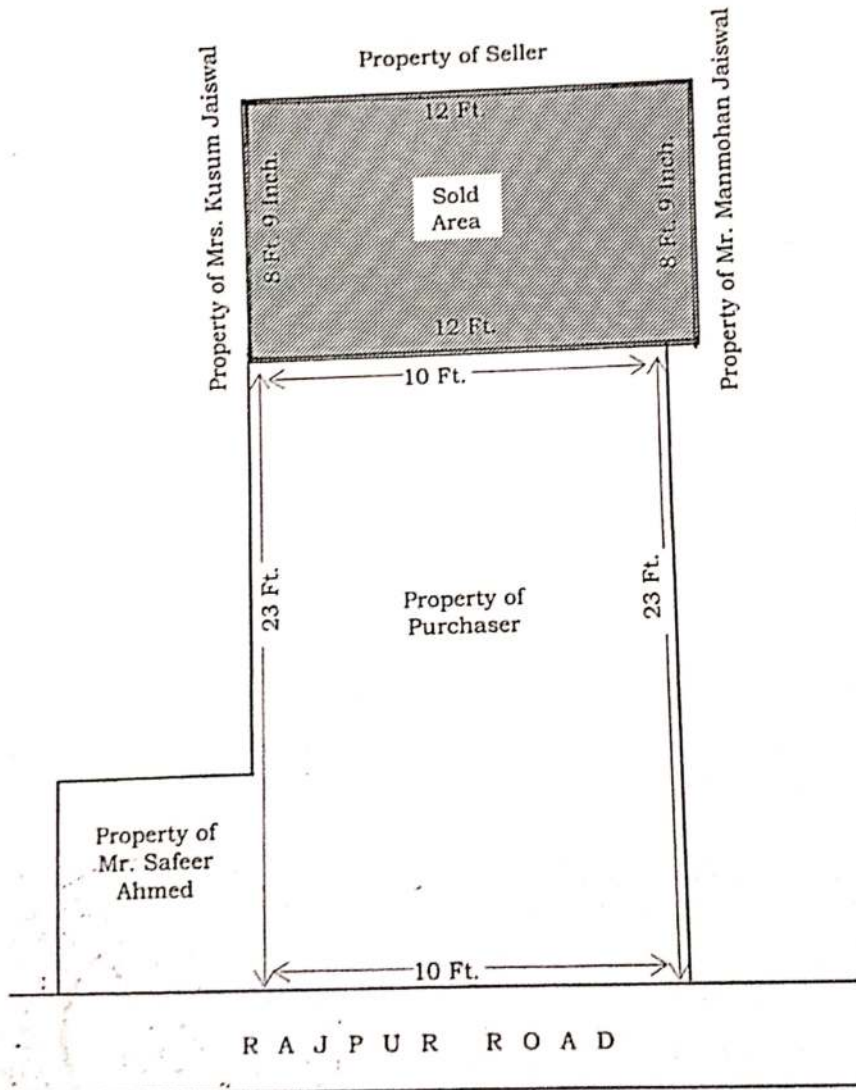
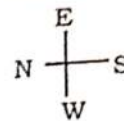
All that Commercial Property bearing No. 121 Total Area Measuring 9.75 Sq. Mtrs. (Total Covered), situated at Rajpur Road [Jakhan], Dehra Dun (Uttarakhand).

Seller : Dr. B. M. Jaiswal

Purchaser : Mohd. Shariq

Sold Area shown in Red Lines

Not to Scale



Shariq

वही नम्बर 1 जिल्द 323 पृष्ठ 189 से 210

में रजि० नम्बर 4,218 पर आज दिनांक 15-Dec-2011

में रजिस्ट्री की गयी ।

उप निबन्धक (चतुर्थ) देहरादून
15-Dec-2011

