

SALE DEED

218/2018

Consideration : Rs. 75,00,000/-
Market Value : Rs. 42,45,755/-
Stamp Duty : Rs.3,44,000/- at the rate of 3.75% & 5%
Avas Vikas Duty : Included
Total Stamp Duty : Rs.3,44,000/-
No of Stamp Sheets : 1
E-Certificate No. : IN UK 83455203982028Q

Circle Rate & Serial No. : In accordance with the guidelines and rules laid down in the Circle Rate List for the current year, by the District Collector/ Administration, Dehradun at page 19 at Serial No. 3-C-1, column 7;

Main Location : The said property is located at Chaman Estate, near Motilal Nehru Road, Mussoorie, District Dehradun.

Schedule of the Property : ALL THAT property known as Cottage No.8, admeasuring, more or less, 207.11 sq.mtrs, (including super area) being the covered area inclusive of terrace / balcony area built on land area comprising of 76.20 sq.mtrs situated at No.24, Chaman Estate, Mussoorie, Distt. Dehradun, Uttarakhand;

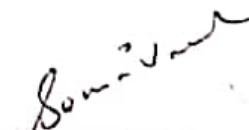
Names of the Seller : SMT. RENU KHUGGAR, w/o. Shri Ramesh Chand Khuggar, r/o. Akash Farm Complex, Salarpur Road, Kurukshetra, Haryana

PAN No. : AMUPK1165E

Name of the Purchaser : SMT. SONIA VAISH, w/o. Shri Amit Vaish, r/o. Hotel Himalayan Club, Mussoorie, District Dehradun, Uttarakhand

PAN No : ABYPV0975A
Drafted by : R.S.Panwar (Advocate)


(SELLER)


(PURCHASER)

PHOTOGRAPH SHOWING

ALL THAT COTTAGE NO. 8 IN 24 CHAMAN ESTATE, MUSSOORIE ADMEASURING
207.11 SQ. METRES BEING SOLD BY SHRIMATI RENU KHUGGAR TO SHRIMATI
SONIA VAISH.



Renu Khuggar
(SELLER)

Sonia Vaish
(PURCHASER)

218/2018



INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

सत्यमेव जयते

Certificate No. : IN-UK83455203982028Q
Certificate Issued Date : 17-Sep-2018 10:08 AM
Account Reference : NONACC (SV)/ uk1213804/ MUSSORIE/ UK-DH
Unique Doc. Reference : SUBIN-UKUK121380468298411184860Q
Purchased by : SMT SONIA VAISH WIFE OF AMIT VAISH
Description of Document : Article 23 Conveyance
Property Description : COTTAGE NO. 8 INCLUSIVE OF TERRACE /BALCONY SITUATED AT NO. 24 CHAMAN ESTATE MUSSOORIE
Consideration Price (Rs.) : 75,00,000
(Seventy Five Lakh only)
First Party : RENU KHUGGAR WIFE OF RAMESH CHAND KHUGGAR
Second Party : SMT SONIA VAISH WIFE OF AMIT VAISH
Stamp Duty Paid By : SMT SONIA VAISH WIFE OF AMIT VAISH
Stamp Duty Amount(Rs.) : 3,44,000
(Three Lakh Forty Four Thousand only)



सारिका गोयल
स्टाम्प विक्रेता
लाइसेन्स सं. 3
कोर्ट कम्पाउण्ड, मसूरी

Please write or type below this line.....

SALE DEED

THIS DEED OF SALE IS MADE THIS the 17th day of September, 2018.
(Two Thousand and Eighteen) at Mussoorie,

Accy

Sonia

UP 0003896614

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.echostamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

SMT. RENU KHUGGAR, w/o. Shri Ramesh Chand Khuggar, r/o. Akash Farm Complex, Salarpur Road, Kurukshetra, Haryana (hereinafter called the 'SELLER') of the **ONE PART**;

AND

SMT. SONIA VAISH, w/o. Shri Amit Vaish, r/o. Hotel Himalayan Club, Mussoorie, District Dehradun, Uttarakhand (hereinafter called the 'PURCHASER') of the **OTHER PART**;

PROVIDED ALWAYS AND IT IS AGREED AND UNDERSTOOD THAT THE expressions 'Seller' and 'Purchaser' shall mean and include their respective heirs, legal representatives, administrators, executors, assigns, and nominees etc, unless repugnant to the context hereunder:

WHEREAS Her Highness Rafat Zamani Begum, widow of Major General, H.H. Nawab Dr. Sir Sayad Raza Ali Khan Bahadur of Rampur, r/o. 19-B, Friends Colony, New Delhi had purchased the property known as House No. 24, Chaman Estate, Mussoorie vide Sale Deed dated 11.11.1940 duly registered as No.51, in Book No.1, Volume 50, at pages 280 to 296 in the Office of the Joint Sub-Registrar at Mussoorie on 10.12.1940; and

WHEREAS the said Her Highness Rafat Zamani Begum, widow of Major General, H.H. Nawab Dr. Sir Sayad Raza Ali Khan Bahadur of Rampur, sold and transferred the said property in favour of **M/s. Welcome Builders Pvt. Ltd.**, vide Sale Deed dated 30.8.1969 duly registered as No.67 in Book No.1, Volume 94 at pages 347 to 351 in the Office of the Joint Sub-Registrar, Mussoorie on 24.9.1969; and

WHEREAS one Shri Shantilal Surana, son of Late Shri Duli Chand Surana. R/o. 58, Basti Harphool Singh, Sadar Thana Road, Delhi - 110 006 & **Shri Surajmal Surana**, son of Shri Norat Mal Surana, permanent resident of 3/4, Basti Harphool Singh, Sadar Thana Road, Delhi - 110 006, had jointly purchased the property known as Chaman No.24, comprising of constructed cottages on the site of the old house with open land situated in Chaman Estate, Mussoorie, District Dehradun from **M/s. Welcome Builders Pvt. Ltd.**, vide Sale Deed dated 30.3.1991 duly registered as Document No.122/91, Book No. 1, Volume No.134 at page 360 in the Office of the Joint Sub-Registrar, Mussoorie; and

Surana

Sonia Vaish

विक्रयपत्र १५,००,०००/- ५२/५५/५५
रजिस्ट्रेशन शुल्क २५००/- मिला १०,०००/- योग २५०५०/-
शुल्क लागभग १०००/-

~~श्रीमती सोनिया वैश~~

~~पुत्री श्री अमित वैश~~

~~निवासी डेएल हिमालय बलब मछरी~~

ले आज दिनांक १९-९-२०१६ को

समय मध्य ११ बजे

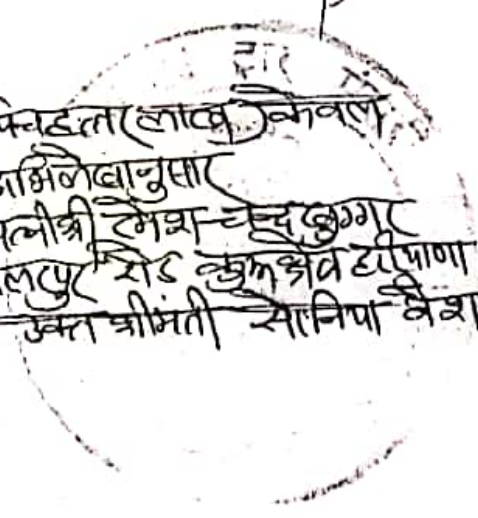
कार्यालय उप निबन्धक मछरी

दिल्ली में प्रस्तुत की

ज निबन्धक
वर्धन २२/९/२०१६

Sonia V

इस लेख पत्र का निष्पादन व
विक्रय धन रु० म० १५,००,०००/- के फिचर (लाकर) केवल
में से रु० के समस्त अर्जित आमिलेदानुसार
प्राप्त करके श्रीमती सुखुम्वर पुत्री श्री वैश चंद्र कुम्वर
जि० आकाश फार्म आम्बेलेख सलपुर रोड बुकनेव डीपाणा
ने स्वीकार किया तथा निष्पादन अर्जित श्रीमती सोनिया वैश
ने भी स्वीकार किया।



WHEREAS after the purchase of the said property, Shri Shanti Lal Surana and Shri Surajmal Surana had jointly developed the said property and constructed new cottages, etc, in place of the old building after getting a plan sanctioned from the MDDA; and

WHEREAS the said Shri Surajmal Surana sold, transferred and relinquished all his undivided half share in the Cottage No.8, and all his rights, title and interest in the remaining property in favour of Shri Shanti Lal Surana, vide Sale Deed dated 14.8.2002, duly registered as Document No.96/2002 in Book No.1, Volume 128, at page 21 in Additional File Book No.1, Volume 132 at pages 171 to 181 on 16.8.2002, in the Office of the Joint Sub-Registrar, at Mussoorie; and

WHEREAS by virtue of the said Sale Deed, **Shri Shanti Lal Surana** became the absolute owner in possession of all that property known as Cottage No.8, forming part of Property No.24, Chaman Estate, Mussoorie, having a total area of 127.25 sq.mtrs. and a covered area of 110 sq.mtrs. together with all the rights, title and interest in the remaining portion of the property situated at No. 24, Chaman Estate, Mussoorie, Distt. Dehradun, including and comprising of the basement below the cottages, private road and common passage adjoining road leading to Radha Bhawan Estate and all the open land; and

WHEREAS the said Shri Shanti Lal Surana, sold and transferred all that property known as Cottage No.8, forming part of Property No.24, Chaman Estate, Mussoorie, District Dehradun, Uttarakhand in favour of **Shri Jatinder Mohan** Singh son of Shri Prahlad Singh, r/o. Khalsa oil Stores (H.P. Dealer). G.T. Road, Khanna, Punjab & **Shri Jatinder Pal Singh**, son of Shri Pritam Singh, r/o. 327/C, BRS Nagar, Ludhiana, Punjab, vide Sale Deed dated 14.12.2005 duly registered as Document No.213/2005 in Book No.1, Volume 128 at page 143 in ADF Book No.1, Volume 156 at pages 533 to 576 in the Office of the Sub-Registrar, Mussoorie on 16.12.2005; and


WHEREAS the said **Shri Jatinder Mohan** Singh son of Shri Prahlad Singh, r/o. Khalsa Oil Stores (H.P. Dealer). G.T. Road, Khanna, Punjab & **Shri Jatinder Pal Singh**, son of Shri Pritam Singh, r/o. 327/C, BRS Nagar, Ludhiana, Punjab, sold and transferred the said property known as Cottage No. 8, forming part of Property No.24, Chaman Estate, Mussoorie, District Dehradun, Uttarakhand in favour of **SMT. RENU KHUGGAR**, w/o. Shri Ramesh Chand Khuggar, r/o. Akash Farm Complex, Salarpur Road, Kurukshetra, Haryana (the Seller herein), vide Sale Deed dated 02.6.2012, duly registered as Document No.114/2012 in Book No.1, Volume 221 at page 13 in

Jatinder

Smt. Renu

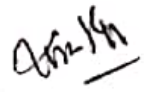
पहचान श्री ~~दिव्यकाल~~
 पुत्र श्री ~~जीवी~~ बाला
 निवासी ~~सतीला~~ ~~दमाल~~ मध्ये
 व श्री ~~इश्वरी~~ फल बगोला
 पुत्र श्री ~~स्व~~ ~~राज~~ बगोला
 निवासी ~~नवनडा~~ ~~स्टेड~~ मध्ये
 हे की ।

ज निवृत्त
 मारी वे 22/09/2001


Son-Var


Jeeves



निवृत्तकालीनां व्हा निवृत्त लिपा गणा
 साक्षी पविचि हे निवृत्त से मुक्तीकिया।


 ज निवृत्त
 मारी वे 22/09/2001

ADF Book No.1, Volume 223 at pages 474 to 496 in the Office of the Sub-Registrar, Mussoorie on 02/6/2012, by virtue of which the Seller herein came to own and possess the said property known as Cottage No 8, forming part of Property No 24, Chaman Estate, Mussoorie, District Dehradun, Uttarakhand, with all the rights title and interest to deal with the same in any manner whatsoever;

AND WHEREAS the Purchaser had approached the Seller and the Seller had agreed to sell to the Purchaser and to execute in the Purchaser's favour a Sale Deed regarding the property, admeasuring, more or less, 207.11 sq.mtrs, being the covered area inclusive of terrace / balcony area built, on a land area of 76.20 sq. metres, alongwith all the fittings, fixtures & furniture situated at No. 24, Chaman Estate, Mussoorie, Distt. Dehradun, Uttarakhand, described in the Schedule at the foot of this deed and delineated and demarcated in Red Riband in the Site Plan annexed hereto, which shall form an integral part of this deed, for a total sale consideration of Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) and the Purchaser has agreed to purchase the same for the said consideration on the terms and conditions mentioned herein below;

NOW THIS DEED WITNESSETH AS UNDER:--

That in pursuance of the agreement between both the parties and in consideration for the amount Rs.75,00,000/- (Rupees Seventy Five Lakhs only) paid by the Purchaser to the Seller in the following manner:

1. Rs. 10,00,000/- vide cheque no. 101030 dated 22.07.2018 drawn on Axis Bank Mussoorie in favour of the seller.
2. Rs. 64,25,000/- vide Demand Draft No. 013316 dated 11.09.2018 drawn on Axis Bank Mussoorie in favour of the seller.
3. Rs. 75,000/- deposited TDS @1% of the consideration amount on Sale of Immovable Property.

the receipt of which amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) the Seller hereby acknowledges as having received, in full and final payment of the consideration amount for the said Cottage No.8, being sold, admeasuring, more or less, 207.11 sq.mtrs, being the covered area inclusive of terrace / balcony area built on a land area comprising of 76.20 sq.mtrs, situated at No.24, Chaman Estate, Mussoorie, Distt. Dehradun, Uttarakhand, the Seller hereby conveys, transfers and assigns by way of absolute sale UNTO the

Seller

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Purchaser to **HAVE AND TO HOLD** all that said property, with all the rights, privileges, appurtenances, structures, right in sewerage, drainage, right of ways, paths, passages, common areas, advantages and interests whatsoever attached or belonging otherwise thereto or annexed therewith, to be part thereof and all the rights, title, interests, claims, demands whatsoever of the Seller, onto the Purchaser, absolutely and forever;

THE SELLER FURTHER COVENANTS WITH THE PURCHASER AS UNDER:-

1. That the said property is free from all sorts of encumbrance, charges, liens, demands or any kind of attachments. All the taxes, cesses and any kind of charges or dues of whatever nature payable in respect of the said property shall be paid by the Seller up to this day when possession is being given and handed over to the Purchaser and thereafter the same shall be borne and be payable by the Purchaser.
2. That the Purchaser shall hereafter at all times, be fully entitled to enjoy the said property, for residential purposes only, without any hindrance, interruption, claim or demand from the Seller and or any person claiming under, through or in trust for him.
3. That the Seller has withdrawn his possession from the said property under sale and has placed the same in actual physical vacant possession of the Purchaser which they both, hereby acknowledge.
4. That the Purchaser shall be at liberty to apply for transfer the water & electricity connections in her name.
5. That the Seller shall at the cost of the Purchaser or any person claiming through her do all acts, deeds and things in order to fully assure the said property unto the Purchaser, at all reasonable times;
6. That the Seller does hereby give assurance and declares that she has a good marketable title, power and authority to sell the said property and the same is free from all encumbrances, liens, charges, demands, attachments, court injunctions, etc. If for any defect in the title of the Seller or her power to sell the said property, the said property or any part of the same is lost to the Purchaser, the Seller shall indemnify the Purchaser for the same;

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7. That the said property shall be quietly entered into and upon and used and its usufruct enjoyed in any manner by the Purchasers without any interference from any person claiming through the Seller, or from any other person/s claiming through him, whatsoever;
8. That the Purchaser shall have the right to get her name mutated in the records of the Mussoorie Nagar Palika Parishad and the Seller shall help and assist the Purchaser in doing the same. The Purchaser shall be entitled to get the said Cottage separately assessed and shall be liable to pay taxes accordingly.
9. That it is hereby declared that the property under Sale does not fall under the U.P. Ownership of Flats Act, 1975 (as Applicable to Uttarakhand) and that the said property has never been submitted to the provisions of the said Act by the Seller/Owner, nor has any Declaration been executed or registered under Sections 2 & 10 of the said Act.
10. That there is no dispute pending in any Court of law in India in respect of the above said property.
11. That the parties to the deed do not belong to the Schedule Caste or the Schedule Tribe category.
12. That the property is situated within the Nagar Palika Parishad Mussoorie, Distt. Dehradun and the provision of U.P.Z.A. and L.R. Act. are not applicable to it. There is no violation of provision of Uttaranchal Act 29 of 2003.
13. That whole of the expense of the sale deed have been incurred by the Purchaser and both the Parties are Indian.
14. That the property is situated less than 50 metres away from the main road and is connected by a single Approach, less than 5 mtrs wide. leading to the Cottage.
15. That the said Property in question is a Private Property of the Seller and the Seller is neither a Developer/Promotor. Hence there is no requirement for the Seller regarding the said Property in question to be registered in Real Estate (Regulation & Development) Act, 2016 and as applicable in the Uttarakhand Real Estate (Regulation & Development) (General Rule 2017) and as applicable. The said property in question does not come under "Project" (Group Housing, Mixed Development Project, (Residential, Commercial and Industrial Project), Commercial Projects

[Handwritten signature]

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or Plotted Development Projects) and there is no violation of any provisions of the RERA Act, 2016.

16. That the entire area of property under sale in total admeasures **207.11 sq.mtrs. covered area**, including super area. As such, the said property under sale is covered by the exemption provision under Section 3(2) (a) of RERA, 2016. The same was purchased by the Seller vide Sale Deed dated 02.6.2012, duly registered as Document No.114/2012 in Book No. 1, Volume 221 at page 13 in ADF Book No.1, Volume 223 at pages 474 to 496 in the Office of the Sub-Registrar, Mussoorie on 02/6/2012;
17. That the said property/Cottage being sold and transferred is not included in Khewat No.65 of 'Kyarkuli-Bhatta'. The said property neither had any relation to the property of Shri Raghupratap Singh, son of Shri Raghuraj Singh, r/o. Syohara, Bijnor, Uttar Pradesh, nor has any relation to the said property being sold through this deed today. As a result the said property under sale is not covered by the Order No.40/Vai.A./2016 dated 23/01/2016 of the Learned District Magistrate, Dehradun and there is no impediment to the transfer and sale of the said Flat.
18. That there are no trees standing on the said property, nor is there any boundary wall around the property under sale.
19. That the total covered area of the said property under sale is more or less 207.11 sq.mtrs., including Super Area. That the property is situated less than 50 metres away from the main road. For purposes of valuation and Stamp Duty the said property has been valued in accordance with the guidelines and rules laid down in the Circle Rate List for the current year, by the District Collector/ Administration, Dehradun at page 19 at Serial No. 3-C-1, column 7, as follows: @ Rs. 20,500/- per sq. mtrs x 207.11 sq.mtrs., for the whole cottage, including Super area = Rs. 42,45,755/-. However, the **Stamp Duty of Rs. 3,44,000/- (Rupees Three Lakhs and Forty Four Thousand only)** is being paid on the higher Consideration Amount of **Rs.75,00,000/-**, as follows:

Upto Rs.25,00,000/- @ 3.75 % = Rs. 93,750/-

On the remaining 50,00,000/- @ 5% = Rs.2,50,000/-,

Totalling to Rs. 3,43,750/- rounded off to Rs. 3,44,000/-, which is just and proper.

It is further certified that the concession as a lady is being availed of for the first time in her life by the Purchaser.

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20. That the Purchaser has deposited TDS @1% of the consideration amount on Sale of Immovable Property [800] amounting to Rs.75,000/- (Rupees Seventy Five Thousand only) vide Challan No. 1338 dated 17.09.2018 under the relevant Head (Income Tax on Other than Companies), Minor Head: TDS on Property [800] paid vide internet banking through Axis Bank [reference No. 298342957]; Form 26QB in respect of the TDS deposited is annexed herewith this deed.

21. That all the expenses regarding the Registration, Stamp Duty etc. pertaining to the Sale Deed are being paid and borne by the Purchaser.

SCHEDULE OF THE PROPERTY UNDER SALE:

ALL THAT property known as Cottage No.8, admeasuring, more or less, 207.11 sq.mtrs, (including super area) being the covered area inclusive of terrace / balcony area built on land area comprising of 76.20 sq.mtrs situated at No.24, Chaman Estate, Mussoorie, Distt. Dehradun, Uttarakhand, delineated and demarcated in red riband in the site plan annexed hereto, with all rights of ways/passages, privileges and facilities already mentioned in the body of this deed, **bounded and butted** as under :-

NORTH	:	Property of Others;
SOUTH	:	Property of Others;
EAST	:	Property of Others; and
WEST	:	Public Road;

IN WITNESS WHEREOF both the **Seller** and the **Purchaser** have signed and executed this Deed in the presence of the witnesses mentioned hereibelow on the day, month and year first mentioned hereinabove.


(SELLER)


(PURCHASER)

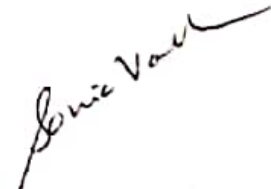
(Finger Prints of the Seller & Purchaser under the provisions of Section 32-A of the Indian Registration Act, 1908):

Name & Address of the SELLER:-

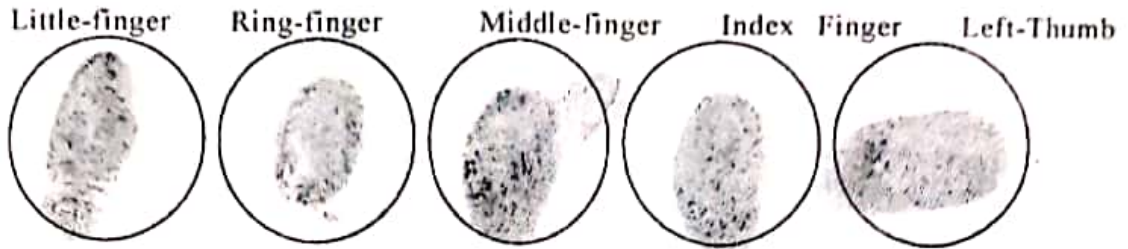
SMT. RENU KHUGGAR,
w/o. Shri Ramesh Chand Khuggar,
r/o. Akash Farm Complex, Salarpur Road,
Kurukshetra, Haryana

PAN No. : AMUPK1165E





LEFT HAND:



RIGHT HAND



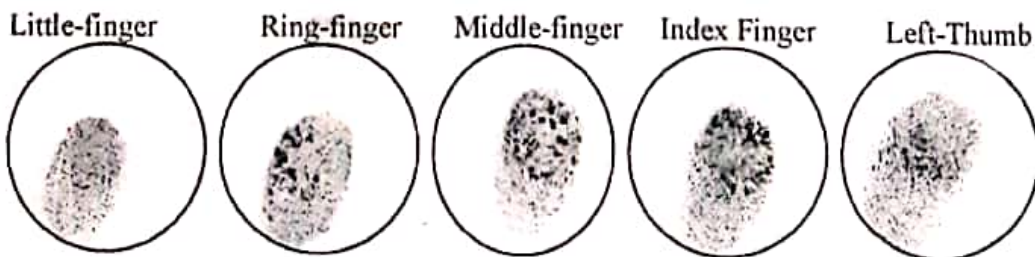
deves
(SELLER)

Name & Address of the Purchaser:-

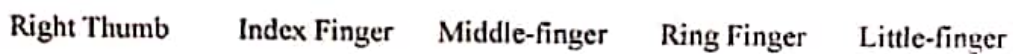
SMT. SONIA VAISHI,
w/o. Shri Amit Vaish,
r/o. Hotel Himalayan Club, Mussoorie,
District Dehradun, Uttarakhand

PAN No. : ABYPV0975A

LEFT HAND:

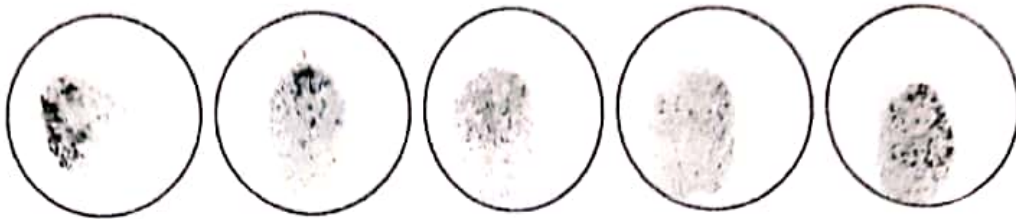


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deves

Sonia Vaish



Soni Vah
(PURCHASER)

WITNESSES:

Wah

1. Harish Karna S/o Lt. G. D. D. D. D.
SARLA Lodge
Mossodrie

IDENTIFICATION DOUCMENT:

DL No UA 0719940014536

2. ^{*Wah*}
Ishwari Dutt Bayaballa
S/o Late Ram Chandra
NAV Bahas Estate
Mossodrie

IDENTIFICATION DOUCMENT:

Aadhar card No
730470042854

Photos attested by, drafted and typed,
under the instructions of the Parties,
in the Office of:

(R.S.Panwar, Advocate)

Wah

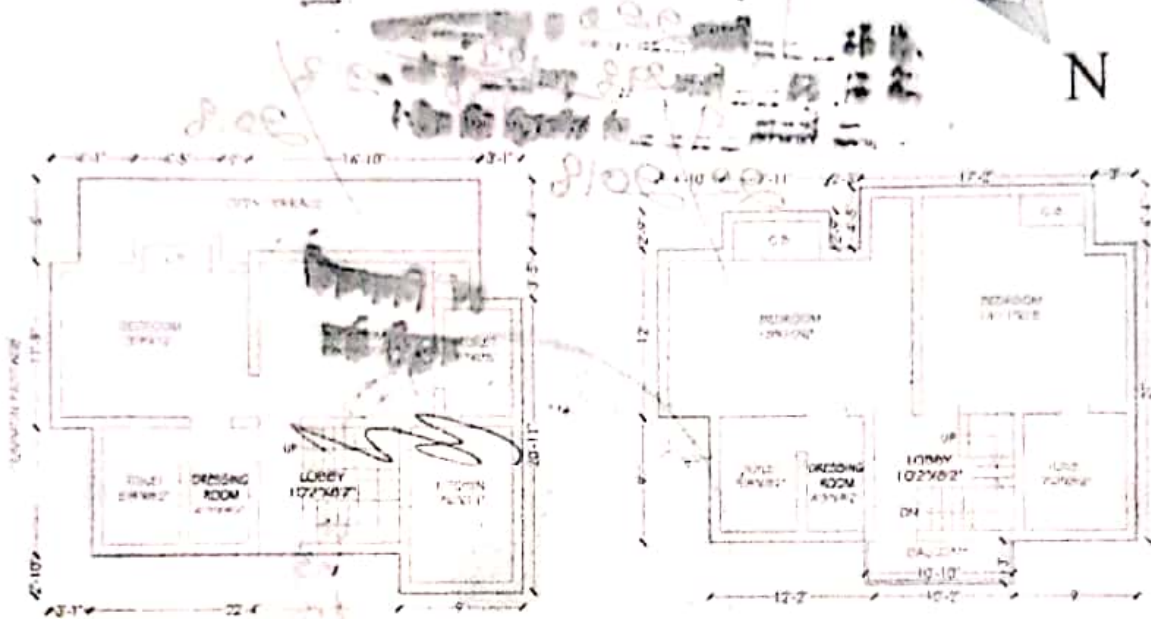
Soni Vah

SITE PLAN OF COTTAGE NO. 24/8 SURANA RESORTS, CHAMAN ESTATE, MUSSOORIE

THE BOUNDARY OF SOLD PORTION HAS BEEN MARKED BY RED BOUND

COVERED AREA OF G/F = 591 sq. ft. or 54 sq. mt.
 COVERED AREA OF F/F = 612 sq. ft. or 56 sq. mt.
 COVERED AREA OF S/F = 520 sq. ft. or 48 sq. mt.
 TERRACE + BALCONY AREA = 225 sq. ft. or 20.91 sq. mt.
 TOTAL COVERED AREA = 2247 sq. ft. or 207.11 sq. mt.

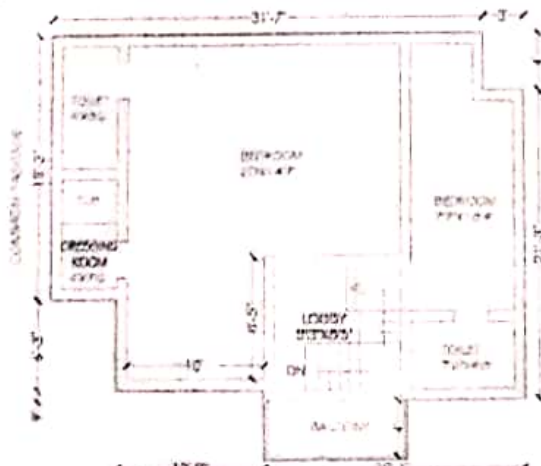
SELLER - MRS. RENU KHUGGAR
 PURCHASER - MRS. SONIA VAISH



GROUND FLOOR

FIRST FLOOR

GROUND FLOOR



SECOND FLOOR

Renu Khuggar
 SELLER

Sonia Vaish
 PURCHASER