

Consideration

Market Value

Stamp Duty

Avas Vikas Duty

**Total Stamp Duty** 

No of Stamp Sheets

E-Certificate No.

Circle Rate & Serial No.

Main Location

Schedule of the Property

Names of the Seller

PAN No.

Name of the Purchaser

PAN No

Drafted by

:/ Rs. 3.94.50,000/-

Rs.3,75,56,000/-

: Rs.19,72,500/- at the rate of 5%

Included

Rs.19,72,500/-

: 1

IN UK 49106913258372Q

In accordance with the guidelines and

rules laid down by the District Collector/Administration, Dehradun at the Circle rates for land and construction of hotel, as per the Circle Rates List page No. 21, Serial No.7-G-4 at column Nos. 5 & 9.

The said property is located on the Library-Kincraig Road Area Mussoorie, District Dehradun, more than 350 meter away from Garalli Choice

ALL THAT property, known as HOTEL SUNRISE, comprising of 38 bedrooms, reception, lobby, etc. having a total land area of 966 sq.mtrs. and a total covered area of 744 sq.mtrs. including super area, forming part of the property formerly known as NEKI COTTAGE, situated at Kincraig-Library Road. Mussoorie

District Dehradun, Uttarakhand.

Shri Pawan Kumar, son of Shri Hukam Singh, resident of 1105, J Block, Kartar Nagar,

Delhi- 110 053

AJTPK6406A

M/s. V.D.S. ASSOCIATES, a Partnership Firm Kincraig-Library Road, Mussoorie

through its Duly Authorized Partner

Dr. Vijay Dhasmana, S/o Shri Dinesh Dhasmana, resident of B-1, H.I.H.T Campus, Ward No.10, Jolly Grant. District Dehradun,

Uttarakhand -248140

AAPFV9142B | Firm - AGFPD0976K |

. R.S.Panwar (Advocate)

(PURCHASER)
Through its Fartner

# PHOTOGRAPH OF THE PROPERTY UNDER SALL



(SELLER)

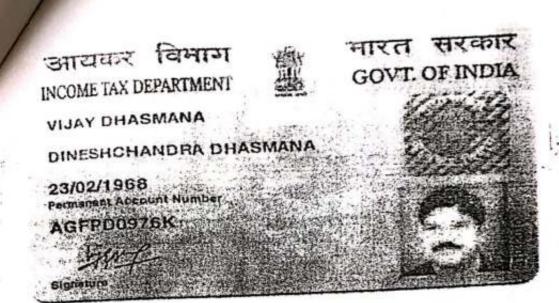
(PURCHASER)

## TO WHOM IT MAY CONCERN

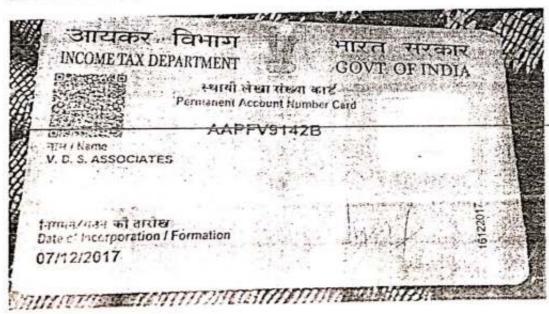
Extract of the Meeting dated 15 '61/243, held at Mussooric of the Partnership Firm, M/s. V.D.S. ASSOCIATES, Kincraig-Library Road, Mussoorie, at 11AM.

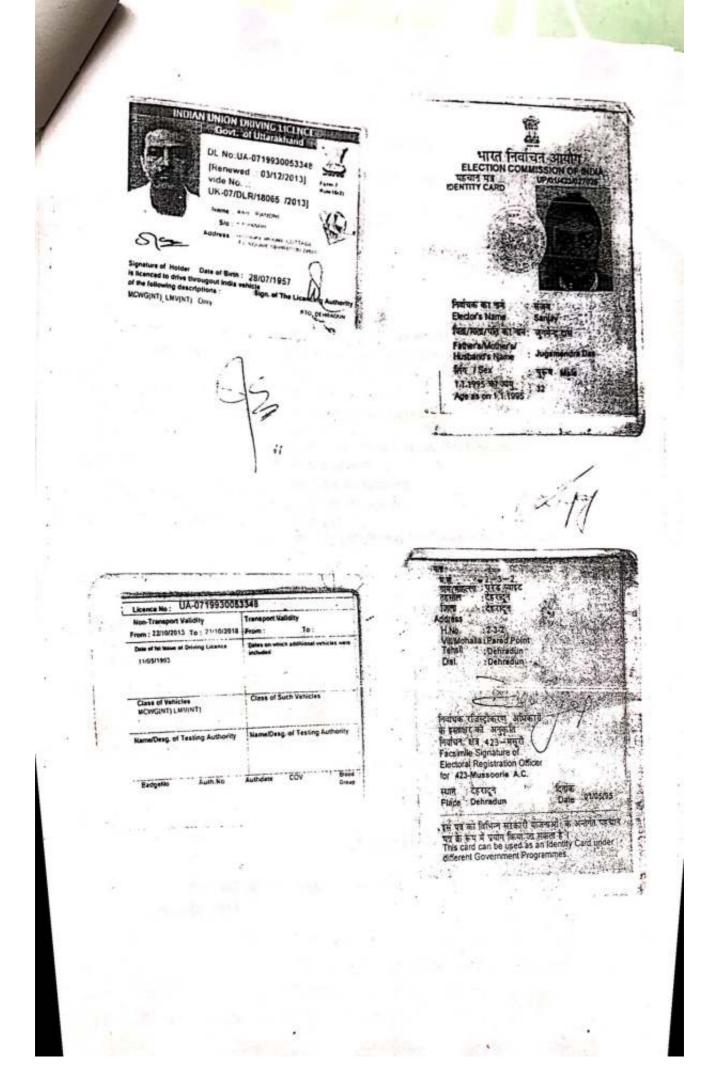
"THAT it is hereby unanimously agreed, consented and resolved by all the PARTNERS of, M/s. V.D.S. ASSOCIATES that Dr. Vijay Dhasmana, S/o Shri Dinesh Dhasmana, resident of M/s. V.D.S. ASSOCIATES that Dr. Vijay Dhasmana, S/o Shri Dinesh Dhasmana, resident of M. H.I.H.T Campus, Ward No.10, Joliy Grant, District Dehradun, Uttarakhand -248140, B-1, H.I.H.T Campus, Ward No.10, Joliy Grant, District Dehradun, Uttarakhand and constituted as the Partner of the said Firm is hereby duly, authorized, appointed and constituted as the Authorised Representative of the Partership Firm to execute the Sale Deed in respect of Authorised Representative of the Partership Firm to execute the Sale Deed in respect of Authorised Representative of the Partership Firm to execute the Sale Deed in respect of Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie District Dehradun, Uttarakhand in favour of the Sale Partnership Firm and Library Road, Mussoorie Distri

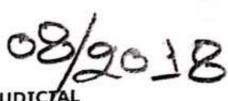
PARTNERS













### INDIA NON JUDI Government of Uttarakhand

e-Stamp ·

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UK49106913258372Q

15-Jan-2018 02:24 PM

NONACC (SV)/ uk1213804/ MUSSORIE/ UK-DH

SUBIN-UKUK121380498820126397B80Q

MS V D S ASSOCIATES

Article 23 Conveyance

HOTEL SUNRISE MUSSOORIE

(Three Crore Ninety Four Lakh Fifty Thousand only

PAWAN KUMAR

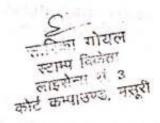
MS V D S ASSOCIATES

MS V D S ASSOCIATES

(Ninteen Lakh Seventy Two Thousand Five Hundred only)







Please write or type below this

## SALE DEED

This DEED OF SALE is made at MUSSOORIE on this the 18th day of January, 2018

000067703

#### BETWEEN

Shri Pawan Kumar, son of Shri Hukam Singh, resident of 1105, J Block, Kartar Nagar, Delhi- 110 053 (hereinafter called the SELLER) of ONE PART;

#### AND

M/s. V.D.S. ASSOCIATES, a Partnership Firm ( PAN AAPFV9142B ) having its Registered Office at Hotel Sun Rise, Kincraig-Library Road, Mussoorie through its duly Authorized Partner, Dr. Vijay Dhasmana, son of Shri Dinesh Dhasmana, resident of B-1, H.I.H.T Campus, Ward No.10, Jolly Grant, District Dehradun, Uttarakhand -248140, (hereinafter called the PURCHASER/PURCHASER-FIRM) of the OTHER PART;

WHEREAS the expressions SELLER AND PURCHASER used in these presents shall mean and include their respective Legal Heirs, Successors-in-Office, Legal Representatives, Administrators, Executors, Nominees and Assigns etc.

WHEREAS by a deed of sale dated 30.10.1922 registered in the Office of the Joint Sub-Registrar, Mussoorie as Document No. 85 in Book No. 1, Volume No. 34 on pages 302 to 304 on 31.10.1922, one Shri Rustam Khan sold to Shri Mistri Khuda Bux, the property known as 'KENNELWORTH ESTATE', situated at Kincraig-Library Road, Mussoorieand

WHEREAS the said Shri Mistri Khuda Bux had sold and transferred the said property to Sardar Chanan Singh and S. Kartar Singh vide Sale Deed dated 03.12.1949 registered as Document No. 23 in Book No. 1, Volume No. 62 on pages 355 to 361 on 05.12.1949 in the Office of the Joint Sub-Registrar, Mussoorie; and

WHEREAS the said S. Chanan Singh and S. Kartar Singh renamed the said Kennelworth Estate as 'Chana Lodge Estate' consisting of Chana Lodge and Chana Lodge Cottage and the property came to be entered and known as

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Chana Lodge Estate in the Municipal records also and is now here:nafter referred to by the same name in subsequent deeds also; and

WHEREAS the said S. Chanan Singh died on 17.02.1974 and by his last WILL dated 15.02.1974 bequeathed his share in the said Chana Lodge Estate to his wife Smt. HarjitKaur; and

WHEREAS the said S. Kartar Singh and the said Smt. HarjitKaur transferred a part of the said Chana Lodge Estate known as Chana Cottage to one Smt. Sudha Pant vide Sale Deed dated 13.01.1975; and

WHEREAS by a Deed of Release dated 17.06.1975 Registered in the Office of Joint Sub-Registrar, Mussoorie as Document No. 42 in Book No. 1, Volume No. 79 on pages 353 to 357 on 25.06.1975, the said Smt. HarjitKaur released her share in Chana Lodge Cottage in favour of S. Kartar Singh; and

WHEREAS S. Kartar Singh having thus became absolutely seized and possessed as full owner of the said Chana Lodge Cottage, sold and transferred the piece of open land between Chana Lodge Cottage and Chana Lodge to one Smt. Malbika Sen vide sale deed dated 27.12.1977 registered as Document No. 89 in Book No. 1, Volume No. 84 on pages 287 to 300 on 29.12.1977 in the Office of the Joint Sub-Registrar, Mussoorie; and

WHEREASthe said Smt. Malbika Sen got a cottage constructed on the said land in the year 1978, which is known as 'Neki Cottage'; and

WHEREAS the said Smt. MalbikaSen had sold and transferred part of the property known as Neki Cottage, measuring around 5200 sq. ft. or 483 sq. mtrs., situated at Kincraig - Library Road, Mussoorie to ShriVinod Jain vide Sale Deed dated 28.05.1986 registered in Book No. 1, Volume No. 112 on pages 49 to 58 as Document No. 89/1986 on 19.06.1986 in the office of the Joint Sub-Registrar, Mussoorie; and

WHEREAS Shri Vinod Kumar Jain sold and transferred the said property known as part of NEKI COTTAGE, situated at Kincraig - Library Road, Mussoorie, to M/s. Anurag Promoters Pvt. Ltd. vide Sale Deed dated 29.07.1991 registered as Document No. 356/1991 in Book No. 1, Volume No.

201 on page 36 and in Additional File Book No. 1, Volume No. 221 on pages 73 to 86 on 03.08.1991 in the Office of the Joint Sub-Registrar, Mussoorie;

WHEREAS the said Smt. Malbika Sen had sold and transferred part of the property known as Neki Cottage, measuring around 5200 sq. ft. or 483 sq. mtrs., situated at Kincraig - Library Road, Mussoorie to Smt. Anu Jain vide Sale Deed dated 30.05.1986 registered in Book No. 1, Volume No. 112 on pages 59 to 68 as Document No. 90/1986 on 19.06.1986 in the office of the Joint Sub-Registrar, Mussoorie; and

WHEREASSmt. Anu Jain sold and transferred the said property known as part of NEKI COTTAGE, situated at Kincraig - Library Road, Mussoorieto M/s. Anurag Promoters Pvt. Ltd. vide Sale Deed dated 29.07.1991 registered as Document No. 357/1991 in Book No. 1, Volume No. 201 on page 36 and in Additional File Book No. 1, Volume No. 221 on pages 87 to 98 on 03.08.1991 in the Office of the Joint Sub-Registrar, Mussoorie; and

WHEREAS M/s. Anurag Promoters Pvt. Ltd. had got a commercial hotel plan sanctioned from the MDDA on the said property vide Sanction Plan No. 105/M/92 dated 30.11.1992 and after the construction of the hotel building with deviations from the sanction plan got the entire constructed hotel building compounded vide Plan No. 71/C/M/92 & 18/C/M/93 dated 13.12.1993. Thus the said hotel building today stands duly regularized and there is no case pending in the MDDA, Local Authority or any Court; and

WHEREAS the said M/s. Anurag Promoters Pvt. Ltd. passed a resolution in its meeting dated 31.08.2000 to sell the said property to one Shri Pawan Kumar(the Seller herein) and authorized its Director Shri R.K. Nanda to sign and execute the sale deed and to get the same registered and to admit the document; and

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WHEREAS the said property, forming part of NEKI COTTAGE, situated at Kincraig - Library Road, Mussoorie was sold to the present Seller, Shri Pawan Kumar vide TWO separate Sale Deeds, both dated 18.01.2001 duly registered as Document No. 18/2001 in Book No. 1, Volume No. 1 on page 343 and in Additional File Book No. 1, Volume No. 120 on pages 1 to 34 on 16/2/2001& Document No.25/2001 in Book No. 1, Volume No. 1 on page 344 and in Additional File Book No. 1, Volume No. 120 on pages 145 to 178 on 02.03.2001 respectively, in the Office of the Sub-Registrar, Mussoorie, by virtue of which sale deeds the Seller herein came to own and possess the entire said property;

AND WHEREAS the Purchaser herein, had approached the Seller herein to purchase from him ALL THAT property, known as HOTEL SUNRISE, comprising of 38 bedrooms, reception, lobby, etc. having a total land area of 966 sq.mtrs. and a total covered area of 744 sq.mtrs, forming part of the property formerly known as NEKI COTTAGE, situated at Kincraig-Library Road, MussoorieDistrict Dehradun, Uttarakhand, alongwith all those rights which at present are available to the Seller, more fully described in the Schedule given at the foot of this deed and delineated and demarcated in 'Red Riband' in the Site Plan annexed to this Deed, which shall form an integral part of this Deed, for the agreed sale consideration of Rs. 3,94,50,000/- (Rupees Three Crores Ninety Four Lakhs and Fifty Thousand only);

### NOW THIS DEED WITNESSETH AS UNDER;

That in pursuance of the said agreement and in consideration for a total amount of Rs. 3,94,50,000/- (Rupees Three Crores Ninety four Lakhs and fifty thousand only) which the Seller herein has received, in the following manner:-

- Vide Cheque No. 150802 dated 08.12.2017, drawn on State Bank of India amounting Rs. 10,00,000/- (Rupees Ten Lacsonly);
- Vide Cheque No. 002339 dated 30.11.2017 drawn on Union Bank of India, amounting Rs. 10,00,000/- (Rupees Ten Lacs only);
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- Vide Cheque No. 000006 dated 08.12.2017 drawn on Bank of Baroda amountingRs. 10,00,000/- (Rupees Ten Lacs only);
- Vide Cheque No. 000001 dated 10.01.2018 drawn on Bank of Baroda amounting Rs 50,00,000/- (Rupees Fifty lacs only);
- Vide Cheque No. 818597 dated 15.01.2018 drawn on Punjab National Bank amounting Rs. 60,55,500/- (Rupees Sixty Lacs Fifty Five Thousand Five Hundred only);
- Vide Demand Draft No. 471955 dated 15.01.2018 drawn on Punjab National Bank amounting Rs 2,50,00,000/- (Rupees Two Crores and Fifty Lacs only);

the receipt of which all said amounts, as total sale consideration amount is admitted and acknowledged by the Seller from the Purchaser, the Seller doth hereby convey, grant, sell, release and transfer by way of absolute sale ALL THAT property, known as HOTEL SUNRISE, comprising of 38 bedrooms, reception, lobby, parking, etc. having a total land area of 966 sq.mtrs. and a total covered area of 744 sq.mtrs. forming part of the property formerly known as NEKI COTTAGE, situated at Kincraig-Library Road, Mussoorie District Dehradun, Uttarakhand, more fully described in the schedule at the foot of this deed, in favor of the Purchaser with land, building, fixtures, electric and water fittings, sewer lines, all rights, paths, passages, easementary rights, water courses, 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 absolutely and forever unto the Purchaser without any interference and disturbance whatsoever from any side.

BOTH THE SELLER AND THE PURCHASER HEREBY COVENANT WITH EACH OTHER AS UNDER:-

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- That the SELLER has withdrawn his possession from the said property under sale and has delivered vacant physical and peaceful possession of the property under sale to the PURCHASER. The SELLER is left with no connection or interest in the demised property in any way.
- That the PURCHASER shall be entitled to apply for fresh water, electricity, telephone, internet connections etc. and get the existing transferred to its name, as the case may be;
- 3. That the PURCHASER shall be liable to pay taxes and dues etc. in respect of the said property under sale from the date of this deed and any taxes, charges and dues in respect of the said property under sale prior to this date shall be liability and responsibility of the SELLER.
- 4. That the SELLER shall, at the cost of the person or persons claiming through the PURCHASER, reasonably do all acts, deeds and things in order to assure the said property to the PURCHASER more fully.
- 5. That the SELLER 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 encumbrances, liens, charges, demands, attachments, court injunctions, litigations and mortgages etc. In case of any defect in the title of the SELLER or his power/ authority to sell the said property, the said property or any part of the same is lost to the PÜRCHASER or the PURCHASER suffers any loss on this account, the SELLER shall indemnify the PURCHASER fully.
- That the said property shall be quietly entered into and upon and used and its usufruct enjoyed in any manner by the PURCHASER without any interference from any person claiming under the SELLER or from any other person whosoever.
- 7. That the PURCHASER shall have the right to use the present name of the hotel and shall be entitled to goodwill of the said hotel. It is hereby made clear that the previous staff of the hotel have been given total payment as dues/out standings till 31.12.2017 and have left the premises peacefully. The PURCHASERshall not be liable for any

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challan, disputes and debts etc. in respect of the said property or business prior to this deed.

- 8. That the PURCHASER shall apply for transfer and registration under the SaraiAct and to the Health Department of the Nagar PalikaParishadMussoorie for the renewal of Lodging House License and other competent authorities for food and beverages etc., in accordance with law. The SELLER shall have no objections to the same being done by the PURCHASER, at its own costs.
- That the PURCHASER shall have right to get its name mutated in the records of Municipal Board, Mussoorie and the SELLER shall help and co-operate with the PURCHASER for the same.
- That the SELLER is an Indian Citizen and the PURCHASER an Indian Entity, respectively. There are no trees in the said property under sale. There is no boundary wall in the said premises/property under sale to the PURCHASER.
- That all the expenses of the sale deed are and will be borne by the PURCHASER.
- 12. That the total plinth area of hotel building under sale is 372 sq. meters and area of open land is 594 sq. meters. The building under sale is being used for running hotel, consisting of rooms only and no restaurant, presently.
- 13. That the said property under sale is situated on the Kincraig-Library Road, within Municipal Limits of Mussoorie. The circle rate, as fixed by the District Authorities for the purposes of stamp duty on a hotel, as per the Circle Rates List page No. 21, Serial No.7-G-4 at column Nos. 5 & 9 is Rs. 3,500/- per sq. meter x 1.10 for the appurtenant open land admeasuring 594 sq.mtrs and circle rate of hotel built up area of 744 sq.mtrs is Rs. 45,000/- per sq. meter.

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### Calculation for Valuation:

Value of open land - 594 sq.mtrs.x Rs.3,500 per sq.mtr. x 1.10 = Rs. 22,86,900/-

Value of building - 744 sq.mtrs. (including super area) x Rs.45,000/per sq.mtrs = Rs. 3,34,80,000/-

TOTAL = Rs.3,57,66,900/- [rounded off to Rs.3,57,67,000/-]. Plus 5% more for the approach road being more than 5 mtrs wide and less than 12 mtrs in width =Rs 17,88,350/-

GRAND TOTAL

Rs. 3,75,55,350/-

[rounded off to Rs.3,75,56,000/-]

However, Stamp Duty of Rs.19,72,500/- @ 5% is being paid on the higher consideration amount of Rs.3,94,50,000/-

- That the PURCHASER has deposited TDS @1% of the consideration amount on Sale of Immovable Property [800] amounting to Rs.3,94,500/- (Rupees Three Lakhs and Ninety Four Thousand and Five Hundred only) vide Challan No. 280 dated 15.01.2018 under the relevant Head (Income Tax on other than Companies), Minor Head: TDS on sale of Property [800] paid vide internet banking through HDFC [reference No.07027] BSR Code 0510308.
- That the said property 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 ShriRaghupratap Singh, son of ShriRaghuraj 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 property.

16. That the land of the property under sale is freehold.

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17. That the property under sale is the personal property of the Seller. The Seller is neither a Promoter/Developer or Real Estate Agent and nor is the said property under sale related to or is a part of any Group Housing, Mixed Development Project (Residential/Non-Residential and Industrial Project), Commercial Project, or Plotted Development Project. The said property is not covered under the definition of 'Real Estate Project' as defined under the Real Estate (Regulation & Development) Act, 2016 or the Uttarakhand Real Estate (Regulation & Development) (General) Rules, 2017 (the Act & Rules for short). As such the property under sale is not required to be registered under the said Act & Rules, mentioned hereinabove.

18. That the said property came to be previously owned by the Seller, vide TWO separate Sale Deeds, both dated 18.01.2001 duly registered as Document No. 18/2001 in Book No. 1, Volume No. 1 on page 343 and in Additional File Book No. 1, Volume No. 120 on pages 1 to 34 on 16/2/2001 & Document No.25/2001 in Book No. 1, Volume No. 1 on page 344 and in Additional File Book No. 1, Volume No. 120 on pages 145 to 178 on 02.03.2001 respectively, in the Office of the Sub-Registrar, Mussoorie, who became the owner of the property under sale by virtue of the said Sale Deeds. The said property is therefore not compulsorily required to be registered under the said Act & Rules, mentioned hereinabove.

## SCHEDULE OF THE PROPERTY UNDER SALE: -

ALL THAT property, known as HOTEL SUNRISE, comprising of 38 bedrooms, reception, lobby, etc. having a total land area of 966 sq.mtrs. and a total covered area of 744 sq.mtrs. including super area, forming part of the property formerly known as NEKI COTTAGE, situated at Kincraig-Library Road, Mussoorie District Dehradun, Uttarakhand, bounded and butted as under:-

Library-Kincraig Road; North: Cain Ville School Road;

South:

Madhu cottage Guest House East :

West : Chana Lodge. LICENTINHIT

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

IN WITNESS WHEREOF the SELLER has executed and the PURCHASERthrough its authorized persons/Partners have all signed this deed of sale on the day, month and year first above mentioned.

(SELLER)

(PURCHASER)
Through authorized Partner

PAN AJTPK6406A

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

Name & Address of Seller.

Shri Pawan Kumar,

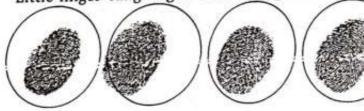
son of Shri Hukam Singh,

resident of 1105, J Block, Kartar Nagar,

Delhi- 110 053

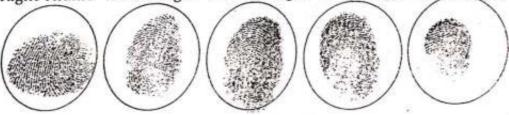
LEFT HAND:

Little-finger Ring-finger Middle-finger Index Finger Left-Thumb



RIGHT HAND:

Right Thumb Index Finger Middle-finger Ring Finger Little-finger



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(SELLER)

Name & Address of PURCHASER:

M/s. V.D.S. ASSOCIATES, a Partnership Firm

Kincraig-Library Road, Mussoorie

through its Duly Authorized Partner

Dr. Vijay Dhasmana

PAN - AGFPD0976K

S/o Shri Dinesh Dhasmana, resident of B-1, H.I.H.T Campus,

Ward No.10, Jolly Grant, District Dehradun, Uttarakhand -248140;

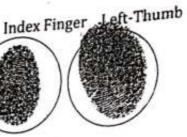
LEFT HAND:

Little-finger Ring-finger Middle-finger









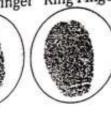
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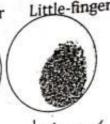
RIGHT HAND:

Right Thumb Index Finger Middle-finger Ring Finger









THROUGH ITS PARTNER

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WITNESSES:	IDENTIFICATION DOCUMENT:
4. AMUI CARAMER MALLINE	UF/01/423/027026
2. S ANAL PANOHI	IDENTIFICATION DOCUMENT:
RARLO W GAMES	

(Photos Attested, drafted and typed under the instructions of the Parties, in the Office of:

(R.S.Panwar, Advocate)

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### SITE PLAN OF HOTEL SUNRISE PREVIOUSLY KNOWN AS NEKT COTTAGE IN CHANA LODGE, KINCRAIG LIBRARY ROAD MUSSOORIE DIST. DEHRADUN

MR. PAWAN KUMAR S/O MR. HUKAM SINGH SELLER

V.D.S ASSOCIATES A PARTNERSHIP FIRM THROUGH PURCHASER

ITS PARTNER DR. VIJAY DHASMANA S/O MR. DINESH

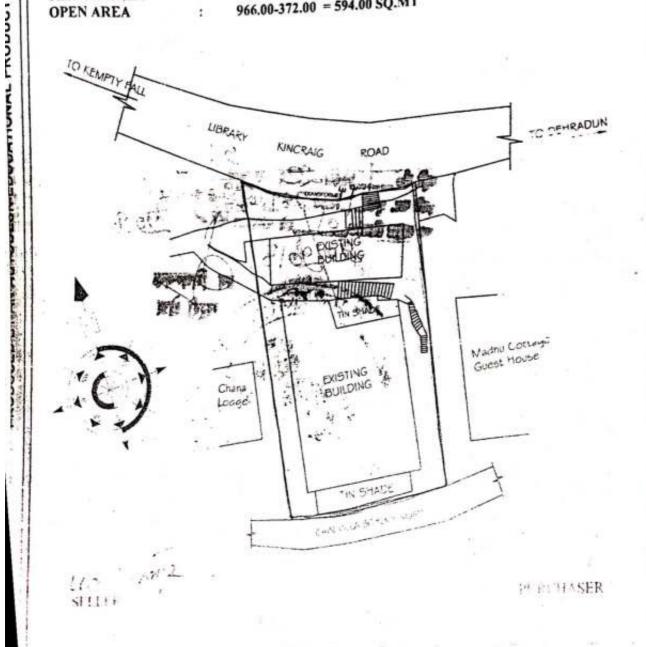
DHASMANA

966.00 SQ.MT TOTAL LAND AREA

744.00 SQ.MT (ALL FLOOR) COVERED AREA

372.00 SQ.MT PLINTH AREA

966.00-372.00 = 594.00 SQ.MT OPEN AREA



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