

7088WJ176

Kamal Sharma

4/12
2017



Fr. B 79656

SALE DEED RELEVANT PARTICULARS

1. Consideration : Rs. 75,00,000/-
2. Market Value as per circle rate : Rs. 69,09,185/-
3. Total Stamp Duty Paid : Rs. 3,43,800/-
4. Locality : Mauza Kanwali
6. Particulars of Property : All that residential property constructed on land bearing Khata Khatauni No. 533 (Fasli 1394 to 1399) bearing Khasra No. 1546 Min. area 2025 sq. ft. or 188.19 sq. mtrs. and Khata Khatauni No. 2326 (Fasli 1394 to 1399) bearing Khasra No. 1547 Min. area 117 sq. ft. or 10.87 sq. mtrs., having total area of both khata and khasra numbers 2142 sq. ft. or 199.07 sq. mtrs., having covered area on ground floor 121 sq. mtrs. and on first floor 94.72 sq. mtrs., having total covered area 215.72 sq. mtrs., situated at Mauza Kanwali, Pargana Central Doon, Tehsil and Distt. Dehradun
7. Circle Rate : Rs. 16.800/- per Sq. Mtrs. for land
Rs. 15.000/- per sq. mtrs. for construction
8. Distance from Main Road : Within 51 to 350 meter from Main GMS Road (in between Balliwala Chowk to Saklani Gas Godown Via Sewla Kalan to Mohobewala Saharapur Road)
9. Name and Addresses of Sellers : (1) Smt. Manju W/o Shri Vijay Kumar,
(2) Shri Vijay Kumar S/o Kalu Singh, both
R/o Type-III, 106, Kanwali Garden,
Ballapur, FRI Colony, Dehradun
1. (PAN : BMJPM0453K)
2. (PAN : CGJPK2947P)
10. Name and Addresses of Purchasers : (1) Shri Ajeet Kumar Jain S/o Shri M.P.
Jain, (2) Smt. Priti Jain W/o Shri Ajeet
Kumar Jain, both R/o C-18, Turner
Road, Dehradun
1. (PAN : AAOPJ2567M)
2. (PAN : ADKPJ4959N)
11. E-stamp No. : IN-UK29473325694004P

Manju
Witness

Mr. Priti Jain



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK29473325694004P
Certificate Issued Date	: 08-Aug-2017 04:34 PM
Account Reference	: NONACC (SV) uk1201604/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120160459262379731332P
Acquired by	: AJEET KUMAR JAIN AND PRITI JAIN
Description of Document	: Article 23 Conveyance
Property Description	: MAUZA KANWALI DEHRADUN
Consideration Price (Rs.)	: 75,00,000 (Seventy Five Lakh only)
Party	: SMT MANJU AND VIJAY KUMAR
Second Party	: AJEET KUMAR JAIN AND PRITI JAIN
Stamp Duty Paid By	: AJEET KUMAR JAIN AND PRITI JAIN
Stamp Duty Amount(Rs.)	: 3,43,800 (Three Lakh Forty Three Thousand Eight Hundred only)



Signature
VENKAT
Dehradun, Uttarakhand

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



VO 0006038626

Statutory Alert:

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

SALE DEED

This Deed of Sale is made on this the 9th day of August, 2017 by (1) Smt. Manju W/o Shri Vijay Kumar, (2) Shri Vijay Kumar S/o Kalu Singh, both R/o Type-III, 106, Kanwali Garden, Ballapur, FRI Colony, Dehradun (hereinafter called the "Sellers") of the ONE PART.

IN FAVOUR OF

(1) Shri Ajeet Kumar Jain S/o Shri M.P. Jain, (2) Smt. Priti Jain W/o Shri Ajeet Kumar Jain, both R/o C-18, Turner Road, Dehradun (hereinafter called the "Purchasers") of the OTHER PART.

Both the terms "the Sellers" and "the Purchasers" used hereinafter shall unless repugnant to the context be also deemed to include their respective heirs, successors, legal representatives and assigns;

WHEREAS, the sellers are the owners in possession of scheduled property, which is fully described at the foot of this sale deed. Hereinafter the above property has been referred to as "said property".

WHEREAS, the initial owner of the land of scheduled property along with other land was Shri Khem Raj and Lal Singh both S/o Lалу R/o Kanwali, Dehradun since 1360 Fasli i.e. 1953 as per revenue records;

AND WHEREAS, above named Shri Khem Raj and Lal Singh sold the land of scheduled property along with other land to Smt. Laditya Devi W/o Late Tilak Ram, R/o Kanwali, Dehradun vide sale deed dt. 24.02.1982, which is duly registered in the office of Sub-Registrar, Dehradun in Book No. 1, Vol. 1833, Page 227, Addl. File Book No. 1, Vol. 1886, Pages 359 to 370 as Document No. 1576 dt. 25.02.1982 after purchasing the said land Smt. Laditya Devi got mutated her name in revenue records;

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AND WHEREAS, Smt. Laditya Devi W/o Late Tilak Ram filed a suit for injunction before the Court of Civil Judge (Jr. Div.), Dehradun, bearing Suit No. 217 of 2001 and in the above said case, it was decided on the basis of family partition, which is document No. 86A-1, dated 24.05.2012. On the basis of above judgment/Decree name of Laditya Devi W/o late Tilak Ram, Gyan Chand, Jai Prakash, Satya Prakash all sons of Shri Tilak Ram is recorded as the bhumidhar of the scheduled land along with other land vide order of Tehsildar (Sadar), Dehradun in Missel No. 4776/2013-14 dated 04.03.2014;

AND WHEREAS, Smt. Laditya Devi W/o Shri Tilak Ram executed a Power of attorney dt. 30.05.2014 in favour of her son Shri Gyan Chand regarding the land of scheduled property with other land, which is duly registered in the office of Sub-Registrar, Dehradun in Book No. 4, vol. 459, Page 377 to 386 as Document No. 532 on 31.05.2014;

AND WHEREAS, the purchasers had purchased the land of Scheduled property from its previous owners (1) Shri Gyan Chand for self and as attorney holder of (2) Smt. Laditya Devi W/o Late Shri Tilak Ram, R/o Haripur Kanwali, Distt. Dehradun, (3) Shri Jai Prakash (self) and (4) Shri Satya Prakash (self) sons of Late Shri Tilak Ram, all residents of Village Haripur Kanwali, Distt. Dehradun vide sale deed dt. 30.09.2014, which is duly registered in the office of Sub-Registrar-III, Dehradun in Book No. 1, Vol. 554, Pages 303 to 330 as Document No. 2062 on 30.09.2014;

AND WHEREAS, after purchasing the said land the sellers got approved a plan from Mussoorie-Dehradun Development Authority, Dehradun vide Plan No. R-0269/15-16 dated 02.05.2016 and constructed a residential unit over the land purchased;

AND WHEREAS, the said property is free from all sorts of encumbrances, charges, mortgage, claims, pledges and liens, etc. and is not the subject matter of any litigation, acquisition or court proceedings and that there is no impediment against the sale thereof;

AND WHEREAS, the sellers are desirous to sell the said property, morefully described at the foot of this sale deed, for a sum of **Rs. 75,00,000/- (Rupees Seventy Five Lacs only)** and the purchasers have agreed to purchase the

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interruption from the sellers or any person(s) claiming under them or any other person(s) whosever. The purchasers may make constructions renovations, reconstruction thereon and they may sell, convey, gift, alienate, mortgage and lease out the said property.

- (d) That all rights, title, easements, licences, privileges, appurtenances pertaining to the said property and all those personally enjoyed by sellers in respect of the said property have been transferred to the purchasers.
- (e) That the sellers further declares that the said property is free from all sorts of encumbrances, charges, liens, demands, mortgages, court cases, attachments, disputes and litigations etc. and they have a clear marketable title over it and they have not done anything whatsoever whereby the said property or any part thereof may be subject to any lien or attachment of any court or MDDA, Dehradun.
- (f) That the sellers shall be liable to pay all taxes, charges and demands, which may be due in respect of the said property hereby sold, till date of sale and henceforth the same shall be the responsibility of the purchasers.
- (g) That the purchasers will have the right to get their names mutated over the said property in revenue records/records of Nagar Nigam or in the records of any competent authority for the time being, at their costs and the sellers shall fully cooperate with them in this behalf.
- (h) That the sellers and all persons claiming under them shall at the cost and request of the purchasers do or cause to be done all such acts, deeds and things which may be reasonably required for more perfectly assuring the title to the said property hereby sold or any and every part thereof unto the purchasers and keeping them in possession thereof.
- (i) That the sellers hereby covenant that if the purchasers are deprived of the use, enjoyment or possession of the said property or any part thereof due to any legal defect in the sellers' title or covenant, the sellers shall fully indemnify the purchasers upto the extent the loss, suffered by them.

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- (j) That the sellers have handed over the possession of the scheduled property to the purchasers and purchasers have received the same in full satisfaction.
- (k) That if in future any defects of the nature, which could not be detected by the prudent men then in that circumstances, if any loss is caused or suffered by the purchasers, the whole liability would be of the sellers and the sellers will always be bound and under obligation to compensate the purchasers upto the extent of loss suffered.
- (l) That there is no prior registered agreement in between the parties regarding the said property.
- (m) That the sellers and purchasers do not belong to any Scheduled Caste and Scheduled Tribes.
- (n) That the scheduled property is not a flat and is a residential property.
3. That the said property is situated within 51 to 350 meter from Main GMS Road (in between Balliwala Chowk to Saklani Gas Godown Via Sewla Kalan to Mohobewala Saharanpur Road).
4. That the prescribed circle rate of the land of scheduled property is Rs. 16,800/- per sq. mtrs. and on computing the value of the land 199.07×16800 , the value of the land comes to Rs. 33,44,376/- and the prescribed construction rate is Rs. 15,000/- per sq. mtrs., the total constructed area is 215.72 sq. mtrs., the value of the construction come to $215.72 \times 15,000 =$ Rs. 32,35,800/-. Thus, the total value of the scheduled property comes to Rs. 65,80,176/-, but the scheduled property is situated on 18 ft. (5.40 meter) wide road, as such after appreciation of 5% the value of total property comes to Rs. 69,09,185/- but the scheduled property is being sold for a sale consideration of Rs. 75,00,000/-. It is pertinent to mention here that purchaser No. 1 has 50% share and purchaser No. 2 has 50% share each, respectively in the property purchased by them jointly and as such the computation for stamp duty to be paid is as follows :-

Manoj Vijay

Priti Jain
AFC

(a)	On 50% share of purchaser No. 1 On Rs. 37,50,000/- @ 5%	-	Rs. 1,87,500.00
(b)	On 50% share of purchaser No. 2 (being lady)		
	(i) On Rs. 25,00,000/- @ 3.75%	-	Rs. 93,800.00
	(ii) On Rs. 12,50,000/- @ 5%	-	Rs. 62,500.00
	Total	-	Rs. 3,43,800.00

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*Rebate is being taken first
 Time by the purchaser (i)*

5. That the property being sold is situated within the limits of Nagar Nigam, Dehra Dun, hence the provisions of U.P. Zamindari Abolition Act 1950 (as amended vide Uttaranchal Amendment Act No. 29 of 2003 and Uttaranchal Amendment Act No. 12 of 2006 and Uttarakhand Ordinance No. 1 of 2007) are not applicable.

SCHEDULE OF PROPERTY

All that residential property constructed on land bearing Khata Khatauni No. 533 (Fasli 1394 to 1399) bearing Khasra No. 1546 Min. area 2025 sq. ft. or 188.19 sq. mtrs. and Khata Khatauni No. 2326 (Fasli 1394 to 1399) bearing Khasra No. 1547 Min. area 117 sq. ft. or 10.87 sq. mtrs., having total area of both khata and khasra numbers 2142 sq. ft. or 199.07 sq. mtrs., having covered area on ground floor 121 sq. mtrs. and on first floor 94.72 sq. mtrs., having total covered area 215.72 sq. mtrs., situated at Mauza Kanwali, Pargana Central Doon, Tehsil and Distt. Dehradun, bounded and butted as under :-

- East - Property of Shri Gulati, side measuring 28 ft. 8 inches.
 - West - In part pucca wall and in part property of others, side measuring 27 ft. 6 inches.
 - North - In part 18 ft. (5.40 meter) wide road and in part property of Shri Sunil Arora, side measuring 75 ft. 11 inches.
 - South - Property of others, side measuring 79 ft. 6 inches.
- Morefully shown in the annexed map.

IN WITNESS WHEREOF sellers and the purchasers above named have set their respective signatures on the day month and year first above written.

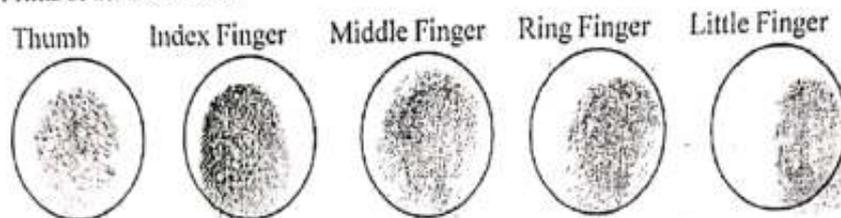
[Signature]
SELLERS

Prithi Jais
[Signature]
PURCHASERS

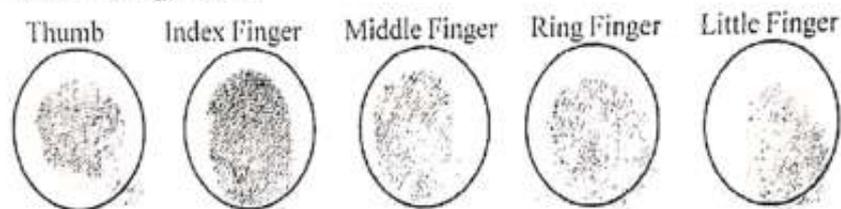
FINGER PRINTS OF THE PARTIES IN COMPLIANCE WITH SECTION 32-A OF THE REGISTRATION ACT, 1908

NAME AND ADDRESS OF SELLER No. 1 - Smt. Manju W/o Shri Vijay Kumar, R/o Type-III, 106, Kanwali Garden, Ballupur, FRI Colony, Dehradun.

Prints of the Left Hand:-



Prints of the Right Hand:-

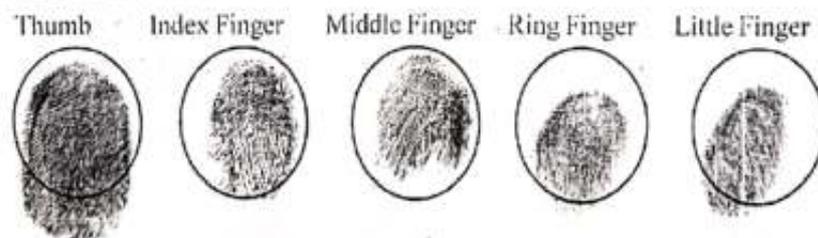


Manju

Signature of Seller No. 1

NAME AND ADDRESS OF SELLER No. 2 - Shri Vijay Kumar S/o Kalu Singh, R/o Type-III, 106, Kanwali Garden, Ballupur, FRI Colony, Dehradun

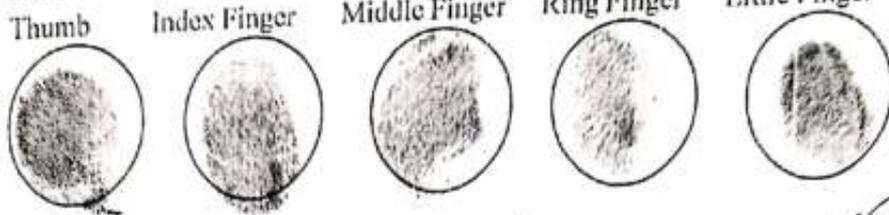
Prints of the Left Hand:-



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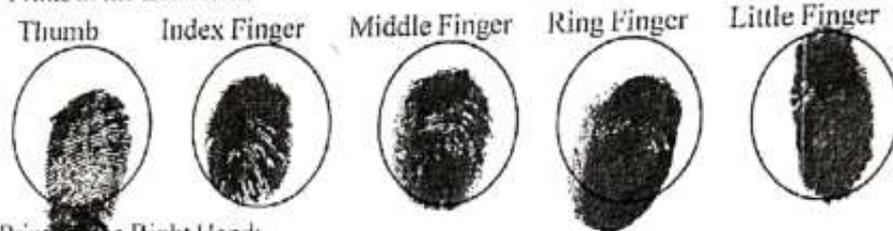
Prints of the Right Hand:-



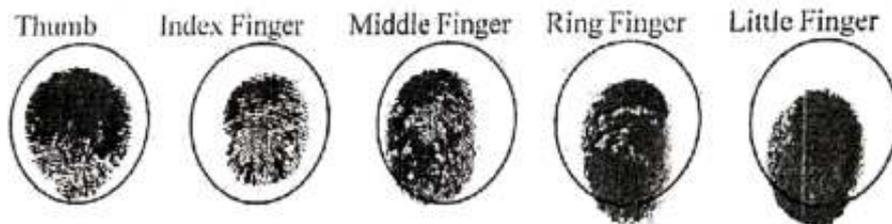

Signature of Seller No. 2

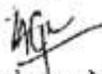
NAME AND ADDRESS OF PURCHASER No. 1 - **Shri Ajeet Kumar Jain S/o Shri M.P. Jain, R/o C-18, Turner Road, Dehradun**

Prints of the Left Hand:-



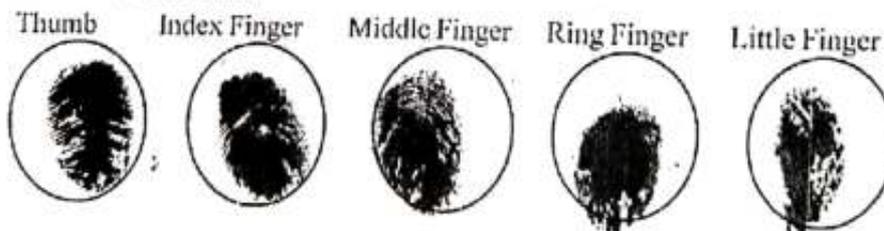
Prints of the Right Hand:-

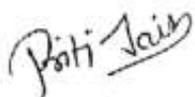



Signature of the Purchaser No. 1

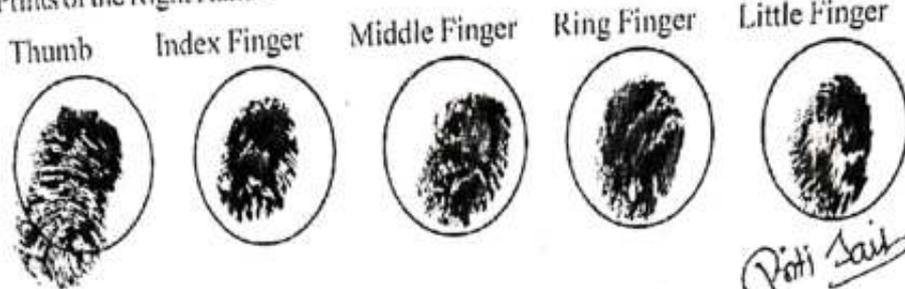
NAME AND ADDRESS OF PURCHASER No. 2 - **Smt. Priti Jain W/o Shri Ajeet Kumar Jain, R/o C-18, Turner Road, Dehradun**

Prints of the Left Hand:-






Prints of the Right Hand:-



Poti Sain

Signature of the Purchaser No. 2

WITNESSES :

1. *[Signature]*
Shri Anil Jain
S/o Late Shri P.C. Jain
R/o Rochipura, Majra
Dehradun
(V.I.D. No. IBG0038182)

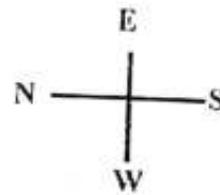
[Signature]
2. Shri Praveen Saini
S/o Late Pyare Lal Saini
R/o Lane No. 3, Shiv ~~View~~
Jogiwala, Dehradun.
(PAN : DHZPS8353F)

Drafted by : R.K. Chaurasia, Advocate, Dehradun on the basis of documents supplied to me and under the direction and instruction of the parties who have gone through the contents of the sale deed and after being confirmed and satisfied have instructed to draft it and sellers and purchasers have identified to each other.

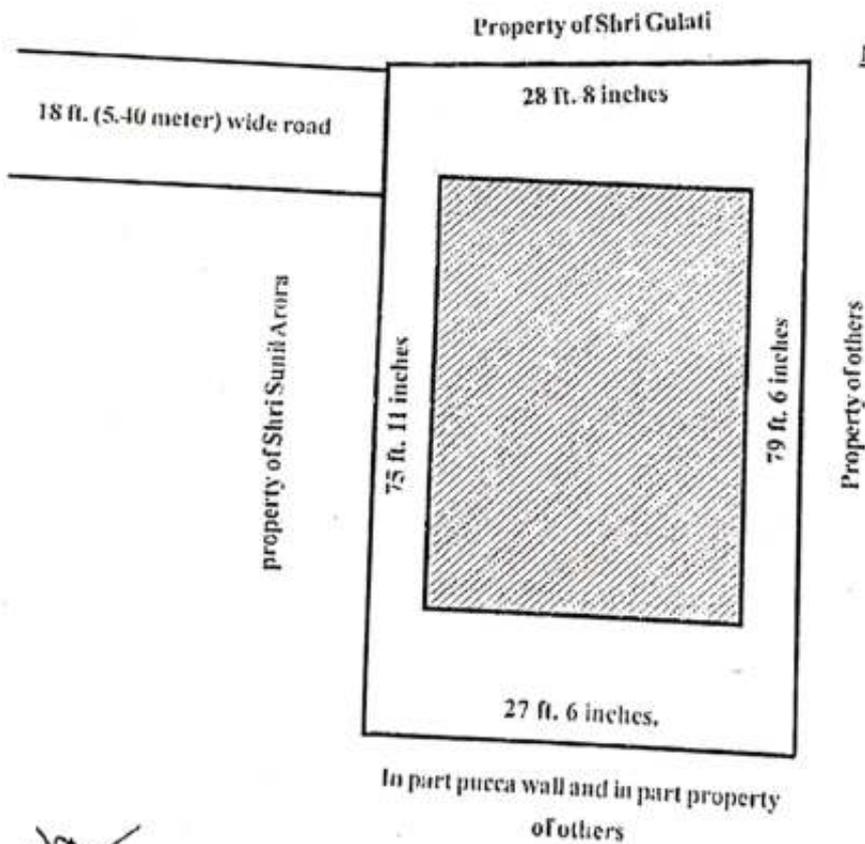
[Signature]

SITE PLAN OF ALL THAT RESIDENTIAL PROPERTY CONSTRUCTED ON LAND BEARING KHATA KHATAUNI NO. 533 (FASLI 1394 TO 1399) BEARING KHASRA NO. 1546 MIN. AREA 2025 SQ. FT. OR 188.19 SQ. MTRS. AND KHATA KHATAUNI NO. 2326 (FASLI 1394 TO 1399) BEARING KHASRA NO. 1547 MIN. AREA 117 SQ. FT. OR 10.87 SQ. MTRS., HAVING TOTAL AREA OF BOTH KHATA AND KHASRA NUMBERS 2142 SQ. FT. OR 199.07 SQ. MTRS., HAVING COVERED AREA ON GROUND FLOOR 121 SQ. MTRS. AND ON FIRST FLOOR 94.72 SQ. MTRS., HAVING TOTAL COVERED AREA 215.72 SQ. MTRS., SITUATED AT MAUZA KANWALL PARGANA CENTRAL DOON, TEHSIL AND DISTT. DEHRADUN

SELLERS : (1) Smt. Manju W/o Shri Vijay Kumar, (2) Shri Vijay Kumar S/o Kalu Singh,
PURCHASERS : (1) Shri Ajeet Kumar Jain S/o Shri M.P. Jain, (2) Smt. Priti Jain W/o Shri Ajeet Kumar Jain



NOT TO SCALE



Manju
Vijay
SELLERS

Priti Jain
PURCHASERS

