

26/1/2017

SALE DEED

Consideration : Rs. 26,53,000/-

Market Value on which stamp duty is paid: Rs. 26,53,000/-

Stamp Duty : Rs. 1,33,000/-

No. of Stamp Sheets. : e-stamp

Circle Rate and Serial No. : Rs. 58,200/- per sq. meters,
At serial No. 1A1 Page 19

Main Location : Kulri, Mussoorie.

Schedule of property : All THAT PROPERTY known as
shop no.3, forming part of Mount
View Estate, situated at The Mall,
Mussoorie, having an area of
43.40 sq. meters.

Name & Address of the seller : Sri Surender Paul s/o late Sri Om
Prakash Sabharwal R/o Mount
View Estate, Kulri, Mussoorie.
PAN BEBPS2697F.

Name & Address of the Purchaser: Sri Vinod Kumar Singhal s/o Sri
Sohan Lal Singhal, R/o 5-Studio
Lodge, Kulri, Mussoorie.
PAN ADWPS6012R.

S Paul

Vinod Singhal

ALL THAT PROPERTY known as shop no.3, forming part of Mount View Estate, situated at The Mall, Mussoorie, having an area of 43.40 sq. meters



JS Paul

Vinod Singh

26/12/2017



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.

: IN-UK38629236876804P

Certificate Issued Date

: 24-Oct-2017 03:05 PM

Account Reference

: NONACC (SV)/ uk1219904/ MUSSORIE/ UK-DH

Unique Doc. Reference

: SUBIN-UKUK121990477741077008849P

Purchased by

: VINOD KUMAR SINGHAL

Description of Document

: Article 23 Conveyance

Property Description

: SHOP NO 3 MOUNT VIEW ESTATE KULRI BAZAR MUSSOORIE

Consideration Price (Rs.)

: 26,53,000
(Twenty Six Lakh Fifty Three Thousand only)

First Party

: SURENDER PAUL SABHARWAL

Second Party

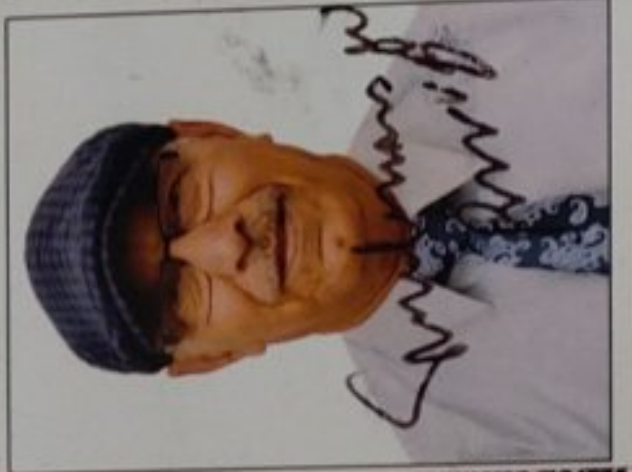
: VINOD KUMAR SINGHAL

Stamp Duty Paid By

: VINOD KUMAR SINGHAL

Stamp Duty Amount(Rs.)

: 1,33,000
(One Lakh Thirty Three Thousand only)



पुनः
उष्ण गुप्ता
स्टाम्प विक्रेता ला.नं.7
फाटं कम्पाउण्ड, नयारी

Please write or type below this line

SALE DEED

PS Paul

Vinod Singhal

VO

0006027897

SALE DEED

THIS DEED OF SALE is made on this the 25th day of OCTOBER 2017 at MUSSOORIE;

BETWEEN

Sri Surender Paul s/o late Sri Om Prakash Sabharwal R/o Mount View Estate, Kulri, Mussoorie (hereinafter called the VENDOR/SELLER) of the First Part;

AND

Sri Vinod Kumar Singhal s/o Sri Sohan Lal Singhal, R/o 5-Studio Lodge, Kulri, Mussoorie (hereinafter called the VENDEE/PURCHASER) of the Second part;

WHEREAS the expressions 'Vendor'/'Seller' used in these presents, unless repugnant to the context of the conveyance, shall mean and include their respective heirs, legal representatives, administrators, executors, nominees, successors and assigns etc.

AND WHEREAS Smt. Shakuntala Rani, Sri Ravi Sabharwal, Sri Vinod Kumar Sabharwal, Sri Surender Paul and Sri Vijay Kumar jointly purchased all that property earlier known as "Long Sight" with its out houses and part of the hillock, admeasuring 9315 sq. ft. or 865.36 sq. mtrs. (more or less) comprised in "Mount View Estate", Kulri, Mussoorie, Dehradun from Sri Manmohan Lal S/o Sri Ramu Lal, Smt. Raj Arora w/o Sri Raje Babu and Smt. Kusum Barman w/o Sri Virendra Kumar Barman, both daughters of late Sri Radhey Shyam, vide sale deed dated 30.10.1975 duly registered in the office of Sub Registrar, Dehradun in book no.1, vol. 80, pages 23 to 32 at no. 53 on 10.11.1975 and their names were accordingly mutated in the City Board records.

AND WHEREAS Sri Ravi Sabharwal, Smt. Shakuntala Rani, Sri Vijay Sabharwal, Sri Vinod Kumar and Sri Surender Paul by mutual consent have partitioned the said property thus purchased by meets and bounds in the year 1975 and

each came in possession of his respective share therein. Sri Vijay Kumar thus became absolute owner of shop no.4 in the said property which fell into his share and was later re-assessed by the City Board, Mussoorie.

AND WHEREAS Sri Ravi Kumar Sabharwal had sold his share i.e. shop no.1, forming part of Mount View Estate, Kulri, Mussoorie to Sri Bhupinder Singh Anand vide sale deed dated 01.01.2011 registered as document no. 04/2011 in book no.1, vol. 128, on page 355 and addl. File no. 1, vol. 207, on pages 249 to 266 on 01.01.2011 in the office of Sub Registrar, Mussoorie, in which Smt. Shakuntala Rani, Sri Vinod Kumar, Sri Surender Paul and Sri Vijay Kumar gave their consent the same.

AND WHEREAS Sri Ravi Kumar died on 06.03.2011 leaving behind his mother Smt. Shakuntala Rani Sabharwal, w/o Smt. Vijaya Lakshmi Sabharwal, two sons Sri Suvigaya Sabharwal & Sri Nitigya Sabharwal as his lawful heirs, who succeeded the shares of the deceased Sri Ravi Kumar in the aforesaid property.

AND WHEREAS Smt. Shakuntala Rani Sabharwal died on 18.05.2015 leaving behind his sons Sri Vijay Kumar, Sri Vinod Kumar, Sri Surender Paul, daughter Smt. Neelam Sahni and heirs of late Sri Ravi Sabharwal, who succeeded the shares of the deceased and out of which Sri Vinod Kumar & Sri Surender Paul gave their consent to the same.

AND WHEREAS Sri Vijay Kumar Sabharwal then has sold his share i.e. shop no.4, forming part of Mount View Estate, Kulri, Mussoorie to Sri Ajay Aggarwal and Sri Rajeev Aggarwal vide sale deed dated 04.07.2016 duly registered in the office of Sub registrar, Mussoorie, in which Sri Vinod Kumar, Sri Surender Paul, Sri Vijay Kumar, Smt. Vijaya Lakshmi Sabharwal, Sri Suvigya Sabharwal, Sri Nitigya Sabharwal and Smt. Neelam Sahni gave their consent to the same.

AND WHEREAS the first party Sri Vinod Kumar is the exclusive claimant/owner of shop no.2, forming part of property known as "Mount View Estate", The Mall, Kulri, Mussoorie, Distt. Dehradun, admeasuring 43.4 sq. meters (built up).

AND WHEREAS Sri Surender Paul is the exclusive claimant/owner of shop no.3, forming part of property known as "Mount View Estate", The Mall, Kulri, Mussoorie, Distt. Dehradun, admeasuring 43.4 sq. meters (built up).

AND WHEREAS Sri Nitigya Sabharwal has executed a General Power of Attorney dated 19.03.2011 in favour of his brother Sri Suvigya Sabharwal in respect of his property at Mussoorie, which is duly registered as document no. 05/011 in book no. IV volume 10 on page 66 and in addl. File no. IV vol. 14 on pages 05/011 on 26.03.2011 in the office of Sub registrar, Mussoorie. Sri Vinod Kumar, Sri Surender paul partitioned the property and Sri Vijay Kumar Sabharwal, Mrs. Vijay laxmi Sabharwal, Sri Suvigya Sabarwal, Nitigya Sabarwal and Neelam Sahni consented the same and all that portion no.2, shop no.3, forming part of Mount View Estate, admeasuring 43.40 sq. mtr. situated at Kulri, Mussoorie came in the share of Sri Surender Paul vide partition deed dated 05.07.16 registered in book no.1, vol. 220, on page 211, addl. Book no.1, vol. 271, on pages 261/298 as document no. 131/2016 on 11.07.16 in the office of Sub Registrar, Mussoorie. Name of Sri Surender Paul has been recorded owner in the City Board, Mussoorie and he has full right and authority to sell the said property. The property is free from all encumbrances, leins, charges, litigations etc.

WHEREAS vendor has agreed to sell and transfer shop no.3, Mount View Estate, Kulri, Mussoorie, admeasuring 43.40 sq. mtrs. to the vendee for a total sale consideration of Rs. 26,53,000/- and the vendee has agreed to purchase the same on the terms and conditions mentioned after this

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. That in pursuance of the said agreement and for a total sale consideration of Rs. 26,53,000/- (Rs twenty six lakhs fifty three thousand only) paid by the vendee to the vendor in the following manners:-

(a)- Rs. 3,53,000/- dt. 25.10.17. cheque no. 375341 of Syndicate Bank, Mussoorie,

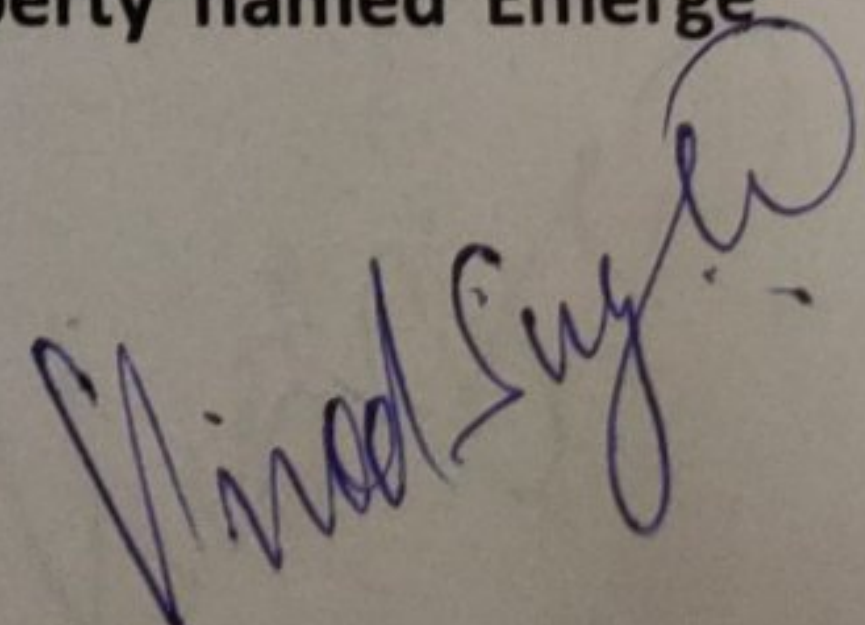
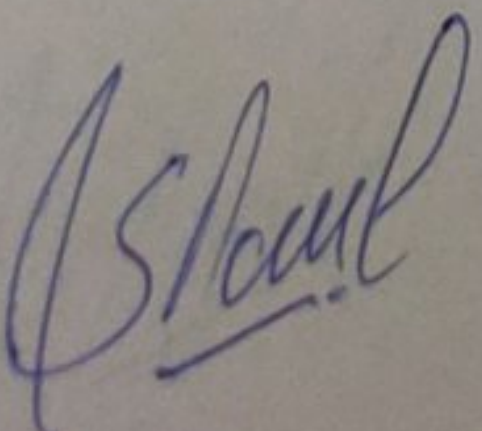
(b)- Rs. 18,80,000/- dated 25.10.17 cheque no. 000041 of Bank of Baroda, Mussoorie,

(c)- Rs. 1,20,000/- dt. 2.8.17 cheque no. 000033 Bank of Baroda, Mussoorie,

(d)- Rs. 3,00,000/- dt. 3.8.17 cheque no. 000035 of Bank of Baroda, Mussoorie,

and the receipt of the entire sale consideration is hereby acknowledge and admitted by the vendor from the vendee, the vendor does hereby transfer, convey, release, grant and sell by way of absolute sale together with ways, paths, passages, structure, fittings and fixtures, liberties, privileges, easements, benefits, advantages, appurtenances whatsoever to the said property belonging or any way appertaining or usually held or occupied therewith or reputed to belong or appurtenant thereto and the estate, portion, rights, title, interest, claims and demands whatsoever of the vendor in the said portion of the property hereby conveyed and every part thereof TO HAVE and TO HOLD the same up to the vendee absolutely and forever and every part thereof conveyed or expressed so to be UNTO the vendees without any disturbance or interference whatsoever from or by any person through the vendor.

2. That the said property shall be quietly entered into and upon and used and its usufruct shall be enjoyed in any manner by the vendee without any interference from any persons claiming under the vendor or from any other person whatsoever.
3. That the vendor and all persons claiming under or through him do hereby further agree with the vendee at all the times and at the cost of the vendee to do and execute or cause to be done and executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof to the vendee and placing them in possession of the same according to the true intent and meaning of this deed.
4. That the vendor has delivered symbolic possession of the said property under sale to the vendee and the vendee hereby admit the delivery of the same. At present there is one occupant in the property named Emerge



Retail Pvt. Ltd., The vendee/purchaser will be entitled to take and recover charges for use and occupation of the property under sale from the said occupant.

5. That the vendor has a good marketable title, power and authority to sell the said property and the said property is free from all encumbrances, lien, sale, mortgage, gifts, court injunction, exchange and attachment etc. If for any defect in the title of the vendor or his power to sell the said property, the said property or any portion thereof is lost to the vendee or the vendee suffer any loss on this account the vendor shall indemnify the vendee fully and the same shall also include the cost of improvements on the said property if any.
6. That the vendee shall have right to get his name mutated in the Municipal records in respect of the said shop no. 3, forming part of Mount View Estate, the Mall, Mussoorie and the vendor hereby give assurance to co-operate and extend all types of help to the vendee for the said purposes. The vendee will have right to construct on the roof of the property under sale. All the rights held by the vendor have been transferred to the vendee.
7. That liability to pay all the taxes, govt. dues and other charges in respect of the property under sale up to execution of this sale deed will be of the vendor and thereafter vendee will be responsible.
8. That the vendor covenant with the vendee that he never leased out the said property and it was in occupation of the vendor for their personal use and occupation and no other person has any right or claim in the aforesaid property.
9. That the property under sale is personal property of the seller and same was acquired by him vide document no. 131/2016 and he is not Promoter/Developer or Real Estate Agent. Same is not part of Group Housing mixed development project (Residential/ Commercial), Industry Project, Commercial Project or plotted development project. The property under sale is not covered or defined in real Estate Act and Uttarakhand

Real Estate Rule 2017 and as such compulsory registration of above property is not required under the above Act.

10. That the vendor doth hereby declare that the market value of the said property is as the circle rate fixed by the collector Dehradun for the Kulri, Mussoorie is as under:-

43.4 X 58200		= Rs. 25,25,880/-
	Say-	= Rs. 25,26,000/-
For 5 mtrs. wide road (+)		<u>1,26,300/-</u>
Total value of the property comes to		= Rs. 26,52,300/-
	Say	= Rs. 26,52,500/-
	Say	= Rs. 26,53,000/-
@ 5% comes to		= Rs. 1,32,650/-
	Say	= Rs. 1,33,000/-
And accordingly stamp duty is being paid		= Rs. 1,33,000/-

The property is commercial. The order no. 40/वै०अ०/2016 dt. 23.01.2016 of the District Magistrate Dehradun is not applicable to the property under sale. Seller and purchasers are Indian. The main road is less than 12 metres wide.

SCHEDULE OF THE PROPERTY UNDER SALE:-

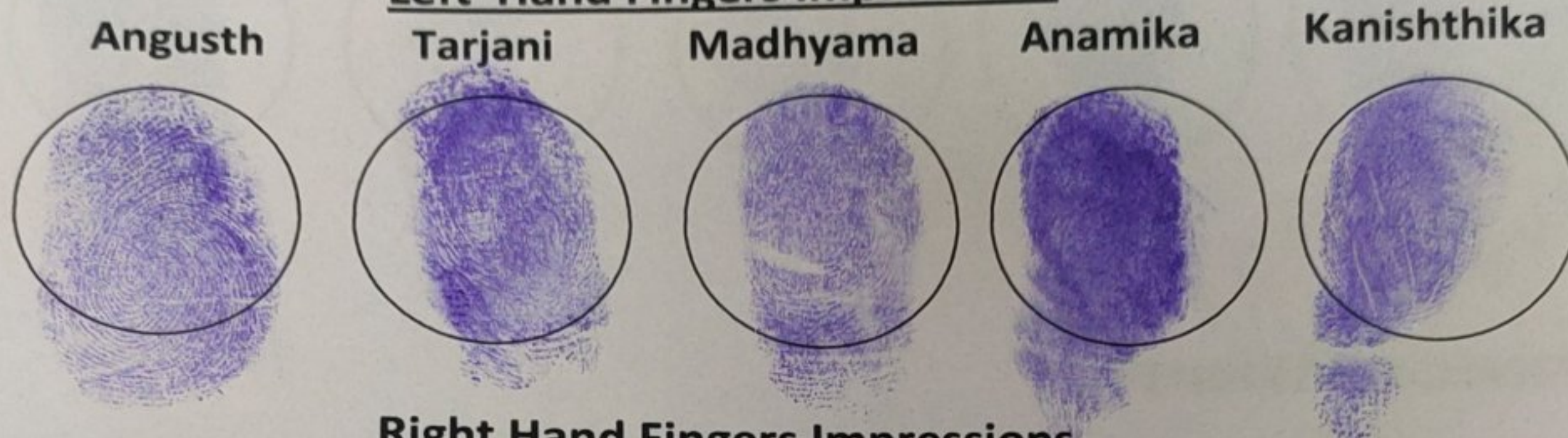
All THAT PROPERTY known as shop no.3, forming part of Mount View Estate, situated at The Mall, Mussoorie, having an area of 43.40 sq. meters, ^{Vinod.} ~~with Super Area~~ bounded and butted as under:-

North: Mall Road
South: Open land of Mount View
East: shop no.4 owned by Ajay Agarwal and Rajeev Agarwal.
West: shop no.2 owned by Vinod Kumar

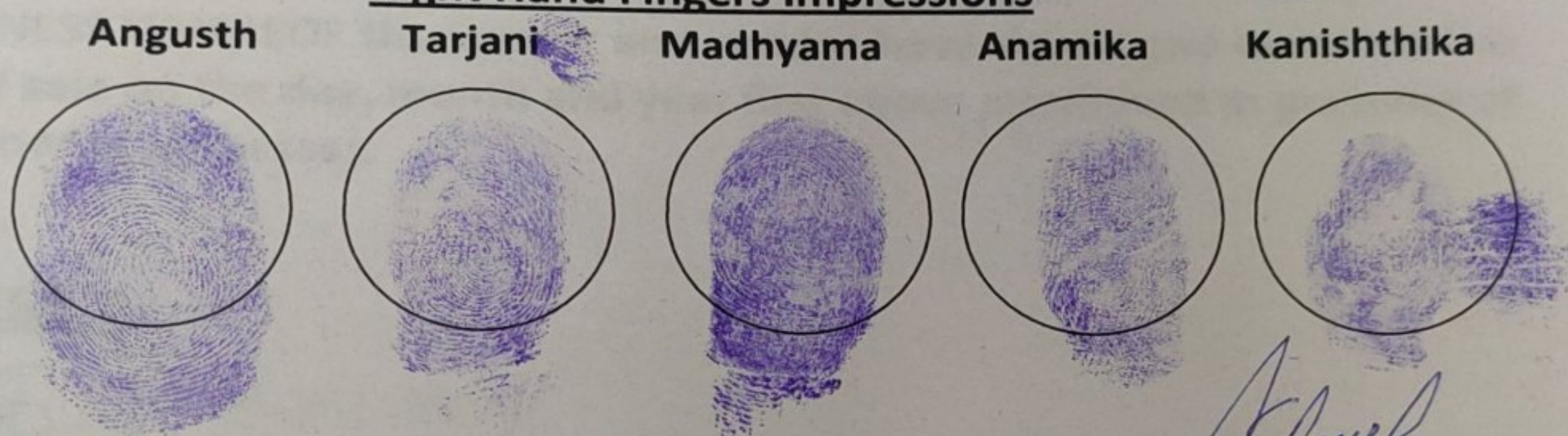
(The aforesaid shop no.3, is more specifically shown by red riband in the site plan annexed to this deed).

Name and address of the Vendor/Seller- Sri Surender Paul s/o late Sri Om Prakash Sabharwal R/o Mount View Estate, Kulri, Mussoorie

Left Hand Fingers Impressions



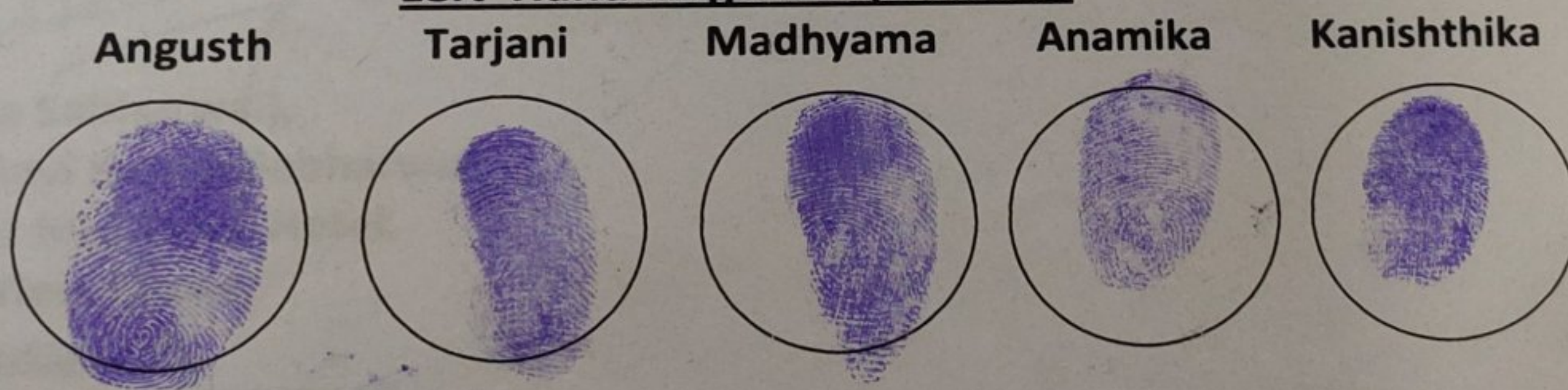
Right Hand Fingers Impressions

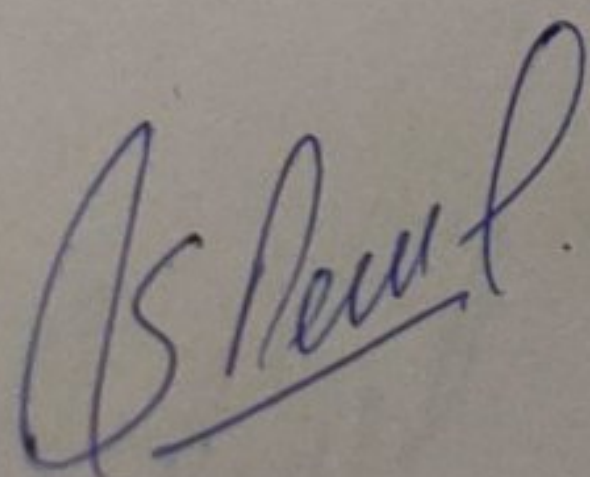


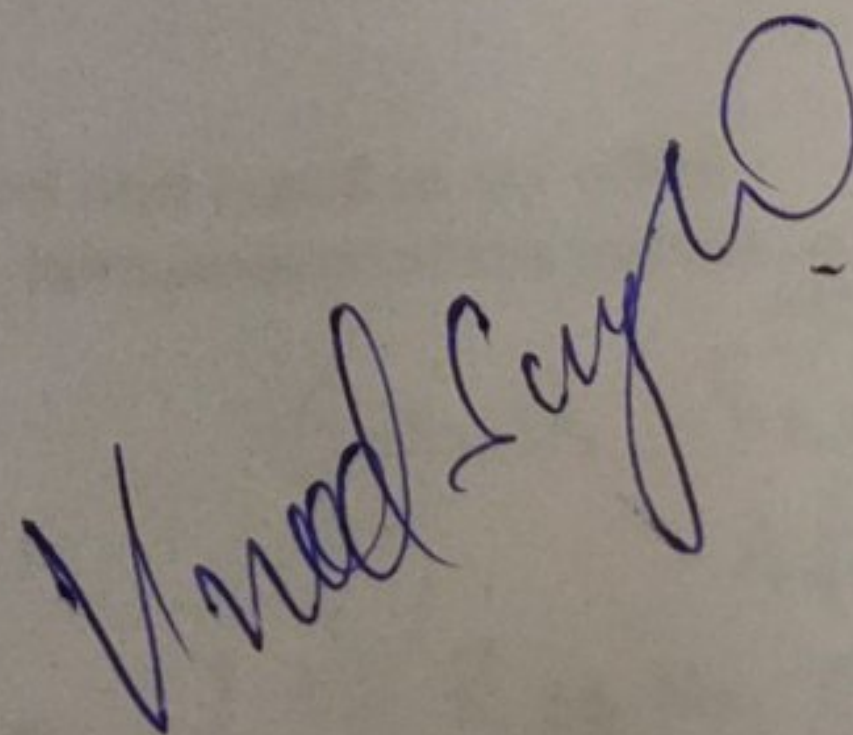

VENDOR/SELLER

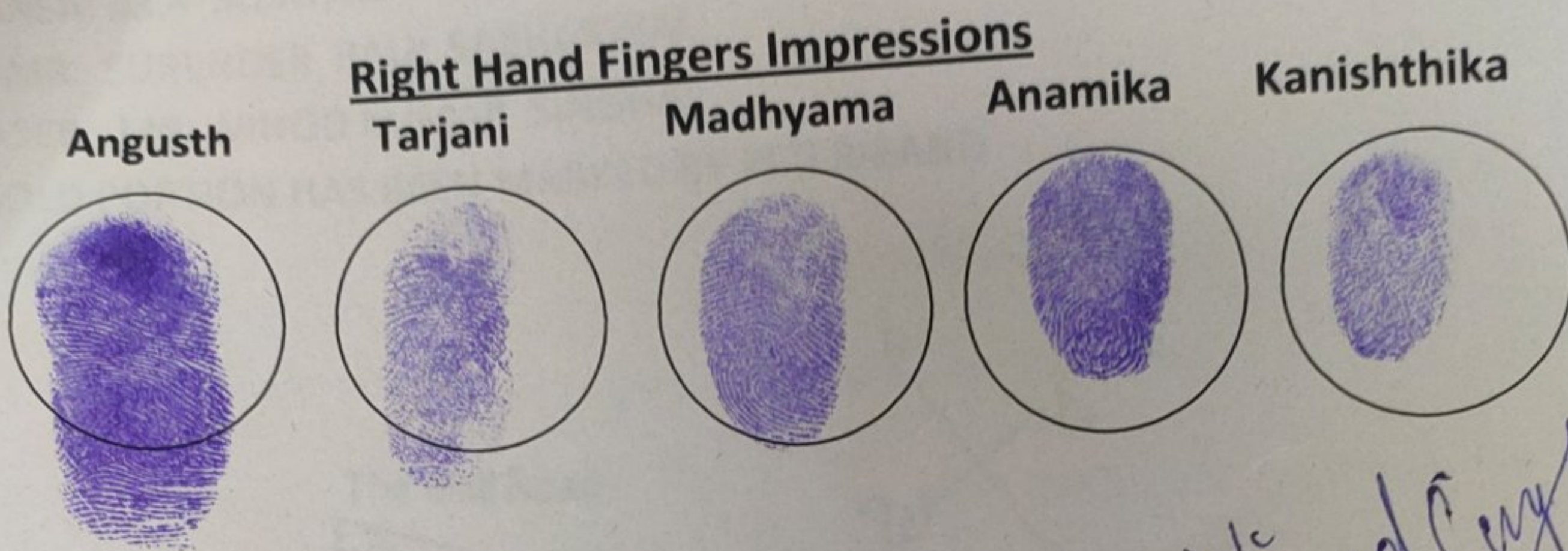
Name and address of the Vendee/Purchaser:- Sri Vinod Kumar Singhal s/o Sri Sohan Lal Singhal, R/o 5-Studio Lodge, Kulri, Mussoorie

Left Hand Fingers Impressions





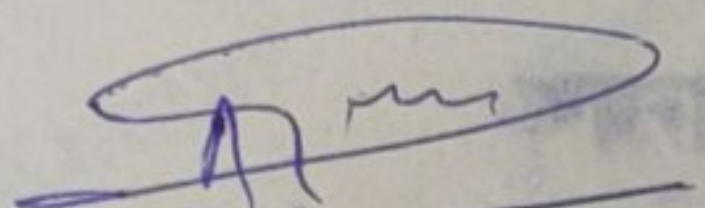


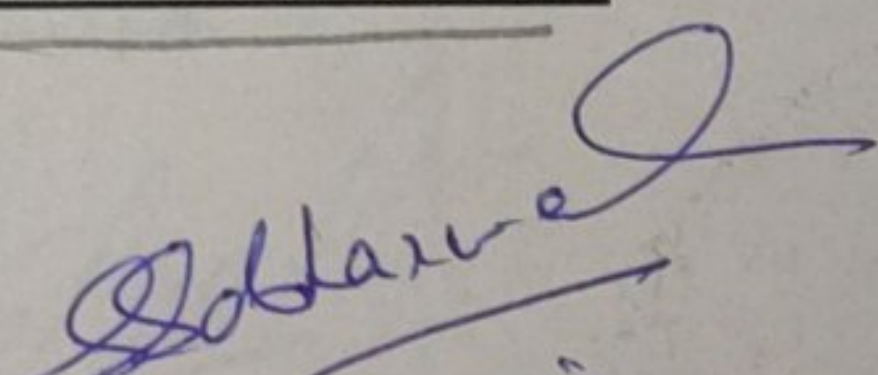


Vinod Singh
VENDEE/PURCHASER

IN WITNESS WHEREOF the vendor and vendee have signed and executed this deed of sale on the day, month and year first above mentioned in presence of the following witnesses.

WITNESSES

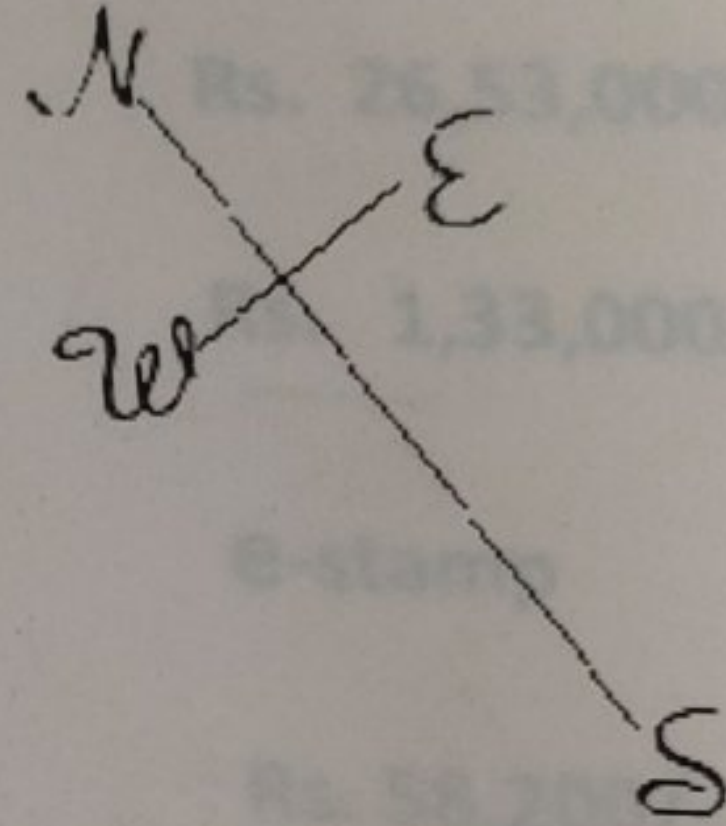
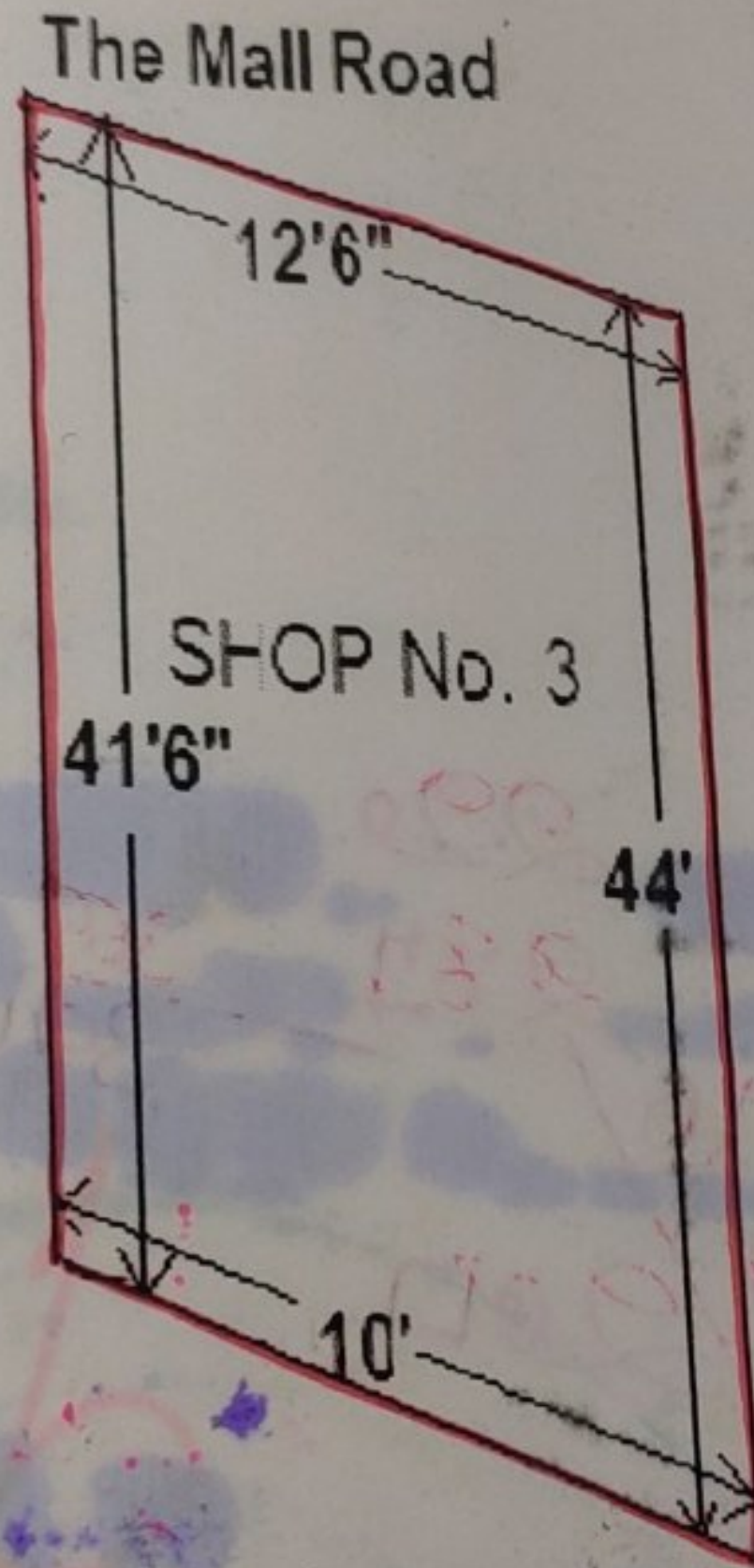
1. 
(Ajay Aggarwal),
S/o Sri Kashmiri Lal,
R/o Kulri, Mussoorie.
PAN AEFPA2002M.

2. 
(Suvigya Sabharwal),
S/o Sri Ravi Kumar Sabharwal,
R/o Near Mid Town Hotel,
Mount View Estate,
Kulri, Mussoorie.
Adhar Card 207662079443

Drafted and typed in my office
in the instructions of the parties.

Subodh Singh
Advoc
Reg No. 530

PLAN OF SHOP No. 3 AT MOUNT VIEW ESTATE, THE MALL, KULRI MUSSOORIE
TOTAL AREA: 43.4 SQ.MTRS.
SELLER: MR. SURENDER PAUL SABHARWAL
PURCHASER: MR. VINOD KUMAR SINGHAL
NOTE: SOLD PORTION HAS BEEN MARKED BY RED RIBAND



SHOP No. 2
Vinod
Sabharwal

SHOP No. 3

SHOP No. 4
Rajiv Aggarwal &
Ajay Aggarwal

Open Land of Mount view

SELLER:

Paul

PURCHASER:

Vinod Singhal

नं० १-२२० २७९
 श्री अ. कृ. १० २४१ ३६९
 नं० १० २४१ ३६९
 २८/२०१७ २६१/२०

न निवाक
 नवरी के



Printed and Bound in
 the Press of

2/10/2017