

1559/07

SALE DEED

RELEVANT PARTICULARS

1. Consideration : Rs. 22,00,000.00
2. Market Value on which Stamp duty paid : Rs. 22,00,000.00
3. Stamp Duty : Rs. 2,00,000.00
4. Avas Vikas Duty : Included
5. Total Stamp Duty paid : Rs. 2,00,000.00
6. Main Locality : Within Nagar Nigam Limit
7. Locality : Curzon Road, Dehradun
8. Particulars of the property : All that Flat No. 203, in building/block No. B at Second Floor total area 136.56 Sq. Mts. totally builtup in the residential complex known as "Windlass Residency" at 11 Curzon Road, Dehradun
9. Kind of Property : Residential Flat
10. Circle rate : Rs. 5000/- per Sq. Mts. and construction
Rs. 6500/- per Sq. Mts.
11. Distance from main Road : Situated on the Main Curzon Road, Dehradun
12. Name and Address of Seller : **M/s Windlass Realtors & Developers, a registered Partnership Firm, duly registered Under the Indian Partnership Act, having its Regional Office at 11-Curzon Road, New name Nehru Road, Dehradun and its registered office at Y-8A, Hauz Khas, New Delhi, (PAN NO. AAAPW6365Q) through its partners (1) Shri Vinay Kumar Windlass, (2) Shri Ashok Kumar Windlass, (3) Shri Sudhir Kumar Windlass all sons of Late Shri Ved Prakash Windlass, all residents of 53-R, Rajpur Road, Dehradun and (4) Shri Ashish Jain son of Shri H.C. Jain resident of Street No. 11, Rajender Nagar, Dehradun, Partner No. 1, 3 & 4 through their attorney and partner No. 2 Shri Ashok Kumar Windlass son of Late Shri Ved Prakash Windlass, resident of 53-R, Rajpur Road, Dehradun**
13. Name and Address of Purchasers : **(1) Mr. Meharban Singh Negi son of Late Shri Mahitab Singh Negi (PAN NO. AATPN0903G) and (2) Mrs. Sunita Negi wife of Shri Meharban Singh Negi (Form No. 60 enclosed) both residents of Village Bhitainmally, P.O. and District Pauri, Uttarakhand**
14. Number of Stamp sheets : 20 sheets
15. Drafted by : Shri Nirbhay Sharma, Advocate, Dehradun.

Shri Nirbhay Sharma *TECHNIT*



SALE DEED

This Deed of sale is made on this the 15th day of February, 2007 between **M/s Windlass Realtors & Developers**, a registered Partnership Firm, duly registered Under the Indian Partnership Act, having its Regional Office at 11- Curzon Road, New name Nehru Road, Dehradun and its registered office at Y-8A, Hauz Khas, New Delhi, (PAN NO. AAAPW6365Q) through its partners (1) Shri Vinay Kumar Windlass, (2) Shri Ashok Kumar Windlass, (3) Shri Sudhir Kumar Windlass all sons of Late Shri Ved Prakash Windlass, all residents of 53-R, Rajpur Road, Dehradun and (4) Shri Ashish Jain son of Shri H.C. Jain resident of Street No. 11, Rajender Nagar, Dehradun, Partner No. 1, 3 & 4 through their attorney and parnter No. 2 Shri Ashok Kumar Windlass son of Late Shri Ved Prakash Windlass, resident of 53-R, Rajpur Road, Dehradun (hereinafter referred to as "The Seller" which expression shall include its heirs, legal representatives, administrators, executors and assigns et. unless the subject or context requires otherwise) of the ONE PART;

IN FAVOUR OF

(1) Mr. Meharban Singh Negi son of Late Shri Mahitab Singh Negi (PAN NO. AATPN 0903 G) and (2) Mrs. Sunita Negi wife of Shri Meharban Singh Negi (Form No. 60 enclosed) both residents of Village Bhitainmally, P.O. and District Pauri, Uttarakhand (hereinafter referred to as "The Purchasers" which expression shall include their heirs, legal representatives, administrators, executors and assigns et. unless the subject or context requires otherwise) of the OTHER PART;

(Signature of Meharban Singh Negi)

(2) *मेहरबान सिंह*



निर्गत किया

उत्तरांचल-UTTARANCHAL

12 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

093904

WHEREAS the seller firm is the sole and exclusive owner and in possession of all the 7 multi-storied building each buildings having 4 floors divided into 4 flats each with all other houses, outhouses, parking space, servant quarters and other erections, fittings and fixtures together and with the piece or parcel of land or ground thereunder whereupon or on part whereof the same is erected and the building being premises No. 11, Curzon Road, Dehradun. The land underneath was purchased by different sale deeds.

AND WHEREAS the seller submitted the plan for sanctioning of residential colony/complex known as "Windlass Residency" to the Mussoorie Dehradun Development Authority and Mussoorie Dehradun Development Authority sanctioned the said plan of residential colony/complex on dated 22.03.2005 vide its letter No. 1156/2004-2005 dated 22.03.2005.

Arsh Kumar मेहता सिंह

311
12-2-07

पट्टा 1559 नं. 1559 के पट्टा के लिए नतीजा व पट्टा नं. 1559

SALE (IMMOVABLE)

प्रलेख नं: 1559

पट्टा नं. 1559 के पट्टा के लिए नतीजा व पट्टा नं. 1559

SALE

2200000.00

मालियत (स्टाम्प दिया गया)

2200000.00

रजिस्ट्रेशन फीस

पेस्टिंग शुल्क

Electronic Processing Fee

कुल योग

शब्द लगभग

10000.00

10.00

440.00

10450.00

1000

श्री/श्रीमती/कुमारी मेहरबान सह नेगी

पुत्र/पुत्री/पत्नी श्री महिताब सह नेगी

निवासी ग्रा भिटाइन मल्ली पोडी

ने आज दिनांक 15/02/2007 समय 12:15:44 PM मेहरबान सह नेगी

कार्यालय उप निबन्धक सदर 2 देहरादून
में प्रस्तुत की

उपनिबन्धक सदर 2 देहरादून

इस लेखपत्र का निष्पादन उक्त

श्री मेहरबान सह नेगी, S/O महिताब सह नेगी, ग्रा भिटाइन मल्ली पोडी / पुत्री श्री 2000 मेहरबान सह नेगी

ने स्वीकार किया तथा विलेख का निष्पादन तथा उसमें वर्णित विक्रय
धन मू० 2200000.00

पूर्व/नगद मेरे समक्ष प्राप्त कर

लेखानुसार

श्री अशोक विण्डलास, S/O वेद प्रकाश विण्डलास, 53 आर राजपुर रोड देहरादून

से स्वीकार किया।

पहचान श्री निर्भय शर्मा

पुत्र श्री

निवासी एडवोकेट देहरादून

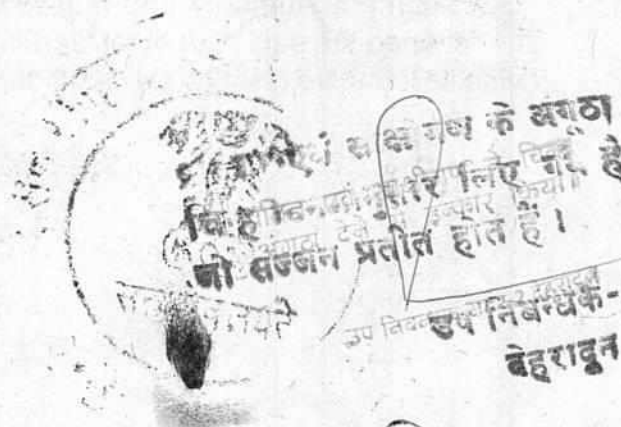
श्री राजेश

पुत्र श्री दयाराम

निवासी हाथी बडकला देहरादून

ने की

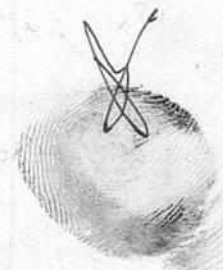
उपनिबन्धक सदर 2 देहरादून



मेहरबान सह नेगी

15/2
Deputy Commissioner

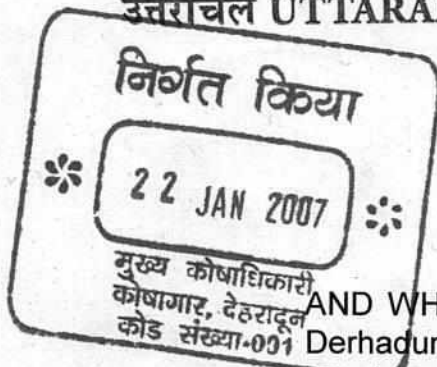
Deputy Commissioner





उत्तरांचल UTTARANCHAL

128779



AND WHEREAS after getting the plan duly sanctioned from Mussoorie Derhadun Development Authority, the seller had constructed a multi storied housing complex on the said land consisting seven building blocks divided into 16 flats per buildings block and all other buildings and construction thereonf.

AND WHEREAS seller is the sole and exclusive owner of the said mutli-storied buildings and all construction standing thereon as well as all the construction which may be raised in future by the seller. The seller is the sole and absolute owner of the 7 multi-storied buildings each building having 4 floors divided into 4 flats each with all other houses, outhouses, parking space, servant quarters and other erections, fittings and fixtures together and with the piece or parcel of land or ground thereunder whereupon or on part whereof the same is erected and the building being premies No. 11, Curzon Road, Dehradun. In which the property shown in the schedule of this deed is being sold.

Ashish Kumar मेहता निदेश



उत्तरांचल UTTARANCHAL

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निर्गत किया

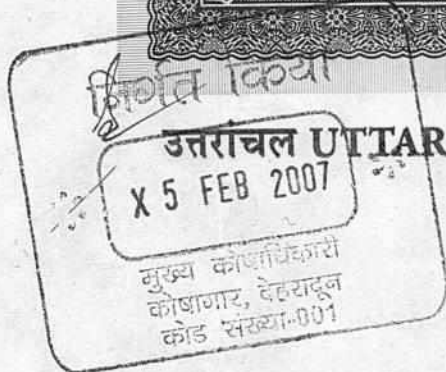
X 8 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

AND WHEREAS pursuant to the aforesaid arrangements the seller has power, interalia, to execute the sale deed and to get the same registered.

AND WHEREAS Shri Vijay Kumar Windlass, Shr Sudhir Kumar Windlass all sons of Late Shri Ved Prakash Windlass, all residents of 53-R, Rajpur Road, Dehradun Shri Ashish Jain son of Shri H.C. Jain resident of Street No. 11, Rajender Nagar, Dehradun the partner of M/s Windlass Realtors & Developers a registered Partnership Firm, appointed another partner Shri Ashok Kumar Windlass son of Late Shri Ved Prakash Windlass their attorney vide attorney dated 23.06.2005 which is duly registered in the office of the Sub Registrar, Dehradun in Book No. IV, Volume 171 at page 48, Additional File Book No. IV, Volume 177 on pages 469 to 476 at Serial No. 722 dated 24.06.2005. The said attorney is in force and has not been cancelled, therefore Shri Ashok Kumar Windlass is competent to executed this deed as a attorney of Shri Vinay Kumar Windlass, Shri Sudhir Kumar Windlass, Shri Ashish Jain and for self.

Ashok Kumar महत्वाकांक्षी



134281

AND WHEREAS the seller is in absolute possession of all that flat, morefully described in the schedule i.e. **Flat No. 203, in building/block No. B at Second Floor total area 136.56 Sq. Mts. totally builtup** in the said residential Colony/ Complex known as "**Windlass Residency**" at **11, Curzon Road, Dehradun** and has been in undisputed possession and having unrestricted and transferable rights therein.

AND WHEREAS the said Flat is free from all encumbrances, liens, demands, claims, objections, charges, sale agreements, securities, attachments, mortgages, debts, bars, litigations, acquisitions, ceiling etc. and the seller has absolute and unrestricted right to convey, assign, alienate and transfer the same.

Jshah Kumar *भारत गैर न्यायिक*



निर्गत किया

उत्तरांचल UTTARANCHAL

X 8 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

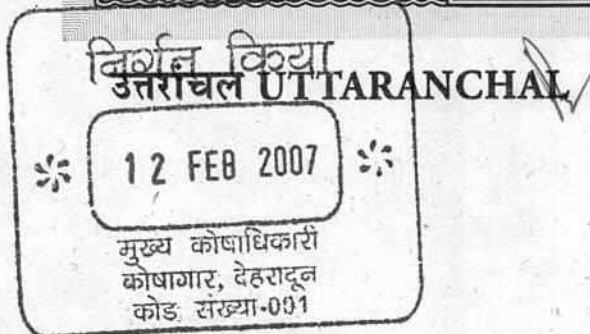
134963

AND WHEREAS the seller has agreed to sell and the purchasers have agreed to purchase the aforesaid **Flat No. 203, in building/block No. B at Second Floor total area 136.56 Sq. Mts. totally builtup** in the said residential Colony/ Complex known as "**Windlass Residency**" at **11, Curzon Road, Dehradun** and which is morefully described in the schedule given at the end of this deed and which is hereinafter referred to as the "said Flat" for total consideration of Rs. 22,00,000/- (Rupees Twenty Two Lacs only).

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:-

1. That in pursuance of the aforesaid agreement and in consideration of the said sum of Rs. 22,00,000/- (Rupees Twenty Two Lacs only) paid by the purchasers to the seller vide Demand Draft No. 267376 drawn on State Bank of India, Pauri

Ashish Kumar मेहता सिंह



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The receipt of entire sum of Rs. 22,00,000/- (Rupees Twenty Two Lacs only) the seller does hereby admit and acknowledge in full and final sale consideration thus the seller does for ever release and discharge the purchasers, regarding payment of sale consideration. The seller does hereby transfer, convey and assign by way of absolute sale upto the purchasers all that residential Flat, morefully described in the Schedule i.e. **Flat No. 203, in building/block No. B at Second Floor total area 136.56 Sq. Mts. totally builtup** in the said residential Colony/Complex known as "**Windlass Residency**" at **11, Curzon Road, Dehradun** and more particularly described in the schedule hereunder written, together with all rights, liberties, privileges, easements, appurtenant thereto or necessary for the enjoyment of the said Flat **TO HAVE AND TO HOLD** the same together with all rights and appurtenances absolutely and forever. It is clarified here that the purchasers shall have ownership right only in the said Flat. And no ownership right in land appurtenant thereto. The purchasers shall have the licence to use the land appurtenant thereto and in common areas and facilities in the said multi-storied building.

Asish Kumar महतवान सिंह



उत्तरांचल UTTARANCHAL

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X 8 FEB 2007

मुख्य कार्यालय
कोषागार, देहरादून
कोड 248001

2. The said flat hereby sold is free from all encumbrances, charges, liens, demands, guarantee, mortgages (either equitable or otherwise) disputes/ litigations, court or other attachments etc. whatsoever and the actual, vacant and physical possession whereof has been given to the purchasers on the spot.
3. The seller has good and subsisting right to sell and transfer the said flat to the purchasers, as is hereby conveyed.
4. That all taxes, land revenues and other charges etc. upto the date of this deed in respect of the said flat shall be paid by the seller and thereafter the same shall be paid by the purchasers. However, in case of any consolidated demands, proportionate amount of respective share shall be paid by purchasers.
5. That the seller at the cost of the purchasers shall hereafter do execute all such deeds and things as may be required for completely and more perfectly assuring the title of the said flat and keeping the purchasers in possession and ownership thereof as per the true intent and meaning of these presents as shall or may reasonably be required.

Jeetu Kumar मेहता सिंह



निर्वाह किया
उत्तरांचल UT TARANCHAL

093095

X 8 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

6. That in case, while the purchasers occupy the said flat, there arises any defect in the title of the seller, then in that the seller undertakes to make the title perfect at his own cost and seller shall fully reimburse the purchasers upto the extent of the loss thus suffered. The purchasers shall recover the same from any property movable or immovable of the seller.

7. The purchasers have examined the said flat hereby sold and is fully satisfied with the construction and is also satisfied the property has been constructed as per the bye laws of competent authority.

8. That the purchasers shall be liable to pay and contribute in proportion to the covered area of the flat and floor area of the parking space hereby conveyed to the purchasers towards the payments of municipal rates, taxes, service charges and other outgoings of statutory or government requirements only, depending upon the circumstances the statutory dues may be paid by the purchasers directly to the statutory authority if the Management Committee of the Flat owners Association start functioning and has made arrangement then such statutory dues may be paid through the said management committee.

Jeetendra Kumar महत्त्वान सिंह



उत्तरांचल-UTTARANCHAL

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निर्गत किया

X 8 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-0019.

9. That the purchasers shall have the full proprietary rights and will be at liberty to transfer, mortgage, lease, gift or otherwise deal with the said flat provided that the purchasers shall not be entitled to demolish or commit waste in respect of the land, flat or parking space or allow anything to be done in the said flat or in relation to the parking space to affect prejudicially the other occupiers of the said building/block. The purchasers shall also get the said property/flat mutated in his name in the Nagar Nigam.

9. That the land whereon the said building has been constructed, the common passages, spaces, lobbies, corridors and all kind of amenities shall remain joint and attached for the benefit of the occupiers of the flats and building/block and no person shall be allowed to encroach any portion of common areas for any reasons whatsoever, at all times.

10. That the seller shall continue to have the right to raise further stories as may be permitted by the development authorities which shall be the sole property of the seller with full rights to us, hold and/or transfer the same in any manner. The seller shall be entitled to connect electric, water, sanitary, drainage etc. therein.

Shashi Kumar महानगर लिमिटेड



उत्तरांचल UTTARANCHAL

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X 8 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

OTHER TERMS & CONDITIONS OF THIS DEED ARE AS FOLLOWS

1. The complex in which the said property/flat is situated shall be known as "Windlass Residency". No one except the seller shall have any rights, at all times, to change the name of the complex.
2. The purchasers shall have no rights to raise any objection or cause anything to be done to harm the seller from further construction at upper most root etc. however in so doing the seller shall have no interference in the peacefully use of the said property/flat by the purchasers.
3. The maintenance, upkeep, repair, security etc. of the building including the landscap in and common area of the building and complex will be organised by the Association of Flat Owner's as and when formed, untill then it shall be organised by the purchasers or their Nominee. The purchasers shall pay maintenance charges as fixed by the Association or seller or their Nominee from time to time depending upon the maintenance cost.
4. The purchasers shall use the said flat according to laws, rules and regulations of the local municipal and development authorities and bodies and shall not block any common passage, terrace and common amenities etc. and shall not cover any verandah or balcony.

Ashish Kumar मेहतान सिंह



उत्तरांचल UTTARANCHAL

093533

X 8 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

5. In future if any decoration of the exterior of the building is warranted, the purchasers shall not decorate the exterior of the building. The same shall be decorated by the Association of Flat Owner's as and when formed and until then by the seller and the occupiers of the particular building/block shall jointly cover the cost.
6. The purchasers shall not post any advertisement of poster of any kind in the building or colony or on the said property/premises without permission of the Association.
7. The purchasers shall not make or allow the making of any noise at high pitch or do any work or thing or act or conduct himself of allow any person in the flat to conduct or do anything in such a way that might reasonable cause irritation, annoyance or disturbance to any other resident or occupier of the said building.
8. That all expenses, charges etc. including the stamp duty for the registration of this deed or in relation to the flat have been borne and paid by the purchasers.
9. That the flat hereby sold is situated at Main Curzon Road, Dehradun.

Asish Kumar महजान सिंह



उत्तरांचल UTTARANCHAL

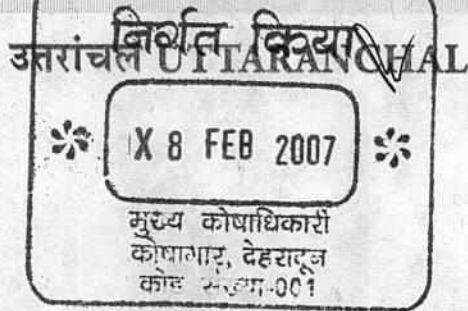
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8 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

10. That no proceeding under Section 20(5) and 10 of Urban Land Ceiling and Regulation Act are pending.
11. That the seller has provided a covered parking space on the ground floor in stilt is in same block to the purchasers for parking their vehicle.
12. The all provisions of the Uttar Pradesh Flats onwership of Flat Act, 50/ 1975 shall be applicable to the sold flat and the purchasers will by all means abide by the maintenance agreement.
13. That the flats is the complex are situated at different levels/floors the purchasers shall have no objection for natural flow of water i.e. rain/drainage etc. of the flats of the complex from the flat hereby sold.
14. That the flat hereby sold is situated in Nagar Nigam, Dehradun and is beyond the purview of UP ZA & LR Act duly amended by Uttaranchal Amending Act 2003.
15. The Eastern wall of the said flat is common with Flat No. B-204 of Mr. Devendra Singh Kherra. The purchasers shall not damage the common wall.

Asish Kumar मेहता सिंह



16. That the flat is un-furnished flat with Category-C.

17. That the flat hereby sold is residential and is situated on Main Curzon Road, Dehradun and situated on the Second Floor and its area is 136.56 sq. mts. (totally covered) and the calculation of the stamp duty is detailed hereunder:-

- a The value of land underneath the said property is 136.56 Sq. Mts. x 5000 - (50%) = Rs. 3,41,400.00
- b The cost of construction 136.56 Sq. Mts. x 6500 = Rs. 8,87,640.00
- c The total value of the property comes to Rs. 12,29,040.00 say Rs. 12,30,000.00.
- d The purchasers have equal share in the property being sold. However sale is being made at Rs. 22,00,000.00. The purchaser No. 2 is woman and the stamp duty on her share (Rs. 11,00,000/-) is being paid Rs. 90,000/- and the remaining stamp duty on the share of purchaser No. 1 (Rs. 11,00,000/-) is being paid Rs. 1,10,000/-. The total stamp duty of Rs. 2,00,000/- is being paid.

Shashi Kumar महलान सिंह



उत्तरांचल ~~UTTARANCHAL~~

093277



SCHEDULE OF PROPERTY

All that Flat No. 203, in building/block No. B at Second Floor total area 136.56 Sq. Mts. totally builtup in the residential complex known as "Windlass Residency" at 11 Curzon Road, Dehradun, morefully described in the annexed map, bounded and butted as under:-

- North : Inside Road and open to Sky
- South : Common passage then Flat No. B-202 of Mrs. Marwah
- East : Common wall with Flat No. B-204 of Mr. Devendra Singh Khara
- West : Inside Road and open to Sky

Asish Kumar

महेश्वर सिंह



134816

उत्तरांचल UTTARANCHAL

28 FEB

2007

मुख्य
कोषा
को

धिकारी
देहरादून
7-001

IN WITNESS WHEREOF the seller & purchasers have put down their signatures to this sale deed on the day, month and year first above written, in presence of witnesses.

SELLER

For Windlass Residency

Shri Ashok Kumar Windlass

for self and as a attorney of partner No. 1, 3 & 4

मेहताजी सिंह

PURCHASER No. 1

for self and on behalf of

Purchaser No. 2



उत्तरांचल UTTARANCHAL

120151

* 12 FEB 2007 *

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

Name and Address of Seller:- M/s Windlass Realtors & Developers, a registered Partnership Firm, duly registered Under the Indian Partnership Act, having its Regional Office at 11- Curzon Road, New name Nehru Road, Dehradun and its registered office at Y-8A, Hauz Khas, New Delhi, (PAN NO. AAAPW6365Q) through its partners (1) Shri Vinay Kumar Windlass, (2) Shri Ashok Kumar Windlass, (3) Shri Sudhir Kumar Windlass all sons of Late Shri Ved Prakash Windlass, all residents of 53-R, Rajpur Road, Dehradun and (4) Shri Ashish Jain son of Shri H.C. Jain resident of Street No. 11, Rajender Nagar, Dehradun, Partner No. 1, 3 & 4 through their attorney and parnter No. 2 Shri Ashok Kumar Windlass son of Late Shri Ved Prakash Windlass, resident of 53-R, Rajpur Road, Dehradun

Left hand Thumb and Fingers Impression of Shri Ashok Kumar Windlass:-



(18)

Ashok Kumar शिवान सिंह



उत्तरांचल UTTARANCHAL

120192

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

Right hand Thumb and Fingers Impression of Shri Ashok Kumar Windlass:-



Ashok Kumar

महंतान सिंह

Signature of Shri Ashok Kumar Windlass



निर्दिष्ट किया
उत्तरांचल UTTARANCHAL

120026

*

12 FEB 2007

मुख्य कोषाधिकारी
कोषागार, देहरादून
कोड संख्या-001

Name and Address of Purchasers:- (1) Mr. Meharban Singh Negi son of Late Shri Mahitab Singh Negi (PAN NO. AATPN09035) and (2) Mrs. Sunita Negi wife of Shri Meharban Singh Negi (Form No. 60 enclosed) both residents of Village Bhitainmally, P.O. and District Pauri, Uttarakhand

Left hand Thumb and Fingers Impression of Purchaser No. 1:-





134029

Right hand Thumb and Fingers Impression of Purchaser No. 1:-



महेश्वर सिंह

Signature of Purchaser No. 1

WITNESSES:-

1. निर्भय शर्मा

2. 21/05/08 8:13
हजी बहादुर

Drafted and photo attested by Shri Nirbhai Sharma, Advocate
Typed in my office.

Shri Nirbhai Sharma

183
5/2/07/0200

श्री प्रदेवस 108 नंवा डा. से महीलाक लेह देगी व
प्रदेवस लेगी व. प्रदेवस लेह देगी व. प्रदेवस

Sheetal Agarwal
Stamp Vendor
Kutchery Compound
Dehradun Ph.09412206641



विक्रेता



क्रेता



गवाह



बही न. 1

जिल्द

1720

पृष्ठ 681 से 700

में न.

1559

पर आज दिनांक 15/02/2007

में रजिस्ट्री की गई ।

उप निबन्धक सदर 2 देहरादून