

Rs. 7,00,000/-

Value

Rs. 6,41,000/-

amp

E-stamp Certificate no. IN-UK 078293858804630

Stamp duty paid

Rs. 26,500/-

Main Location

The property is situated on Motilal Nehru Road, Mussoorie, Disttrict Dehradun,

Schedule of the Property: All that Property/Land part of "B.K.Estate, Plot of land bearing Unit No. IV, situated on the Motilal Nehru Marg, Library, Mussoorie, District Dehradun(Uttarakhand), Area Measuring 105 Sq. Mtrs.

Circle Rate

61,00/- per Sq. mtrs.

Name of Sellers

1-Mr.Deepak Kumar, S/o Mr. Radhey Shaym, R/o 220, Library Mussoorie, District Dehradun,

PAN: AAYPK3376P

2- Mr. Surendra Pal Handa son of Mr. Chunni Lal Handa, R/o 169, Laxmanpur, Dakpathar Road, Vikasnagar, District Dehradun, PAN No.: ABCPH6263M

Name of Purchaser

Mrs. Kamya Gupta W/o Mr. Yogesh Kumar Gupta, Kishankunj Cottage, Convent Chowk, Near Waverly Convent School, Motilal Nehru Road, Mussoorie, District- Dehradun

PAN: AJIPG0703H

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36/2016 INDIA NON JUDICIAL

government of Uttarakhand

e-Stamp

entificate 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-UK07829385880463O

10-Oct-2016 12:37 PM

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

SUBIN-UKUK121380415544701293868O

SMT KAMYA GUPTA WIFE OF YOGESH KUMAR GUPT

Article 23 Conveyance

PART OF LAND AREA 105 SQ. MTRS SITUATED IN B K ESTATE

UNIT NO. 4 MOTI LAL NEHRU ROAD MUSSOORIE

7,00,000

(Seven Lakh only)

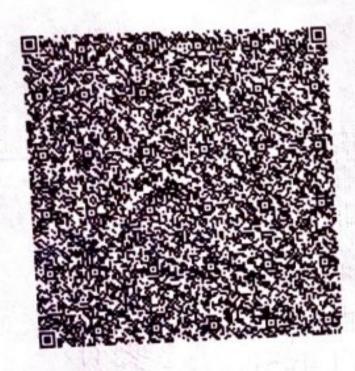
DEEPAK KUMAR AND SURENDRA PAL HANDA

SMT KAMYA GUPTA WIFE OF YOGESH KUMAR GUPTA

SMT KAMYA GUPTA WIFE OF YOGESH KUMAR GUPT

26,500

(Twenty Six Thousand Five Hundred only)



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# SALE DEED

THIS DEED OF SALE is made on this 10th Day of October, 2016 at Mussoorie, Vanida Gubt DEE.

Commoder to Manuel

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to the datable on this Certificate and as



THIS DEED OF SALE is made on this 10th Day of October, 2016 at Mussoorie, District Dehradun, Uttarakhand.

#### **BETWEEN**

- 1- Deepak Kumar, S/o Mr. Radhey Shaym, R/o 220, Library Mussoorie, District Dehradun, and
- 2- Mr. Surendra Pal Handa son of Mr. Chunni Lal Handa, R/o 169, Laxmanpur, Dakpathar Road, Vikasnagar, District Dehradun (Uttarakhand); hereinafter referred to as the party of the One Part, the "SELLERS".

Mrs. Kamya Gupta, W/o Mr. Yogesh Kumar Gupta, R/o Kishan Kunj Cottage, Convent Chowk, Near Waiverly Convent School, Motilal Nehru Road, Mussoorie, District- Dehradun; hereinafter referred to as the party of the Other Part, the "PURCHASER"

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's expressions 'Sellers' and 'Purchaser' hereinafter used include their legal heirs, successors, executers, administrators, representatives, assigns et cetera.

WHEREAS His Highness, Maharaja Sukhjit Singh of Kapurthala was the sole and the exclusive owner of the property known as " Chateasu-St-Helens" (Kapthrthala Estate), situated on the Motilal Nehru Marg, Library, Mussoorie, District Dehradun in the State of Uttar Pradesh as defined in the D.O. letter dated 11-04-1949 from His Highness the Rajpramukh of Patiala and East Punjab States Union of His Highness Maharaja Sahab of Kapurthala (hereinafter reffered to as "the Property").

AND WHEREAS Mr. Lal Chand Bagai and one Mr. Har Narain Kapur son of Mr. Parmeshwari Dass Kapur, R/o 6th Mile, G.T.Road Sahadara, Delhi 32 jointly purchased a part of the aforementioned property from His Highness maharaja Sukhjit Singh of Kapurthala vide Sale Deed dated 11-10-1966 registered as Document no. 49 in Book No. 1, Volume no. 71 at page nos. 394 to 400 on 28-10-1966 in the office of the Joint Sub-Registrar, Mussoorie,

AND WHEREAS the share of Mr. Lal Chand Bagai in the property was Seven Eighth and that of Mr. Har Narain Kapur One-Eighth.

AND WHEREAS Mr. Lal Chand Bagai purchased the One-Eighth share of the said Har Narain kapur in the property vide Sale Deed dated 30-8-1967 registered as document not 182 of warriga 3

No.1, Volume no. 73 at pages 96 to 97 and had thus sole and absolute owner of the entire property which the sole and absolute who as B.K.Estate.

AND WHEREAS Mr. Lal Chand Bagai unfortunately died on 01-10-1986 and survived by his three sons namely Mr. Anil Kumar Bagai, Mr. Ashok Kumar Bagai and Mr. Anurodh Kumar Bagai, as his only legal heirs who had succeeded to his estate and became the absolute owners of the said property Mr. Lal Chand Bagai left behind no other legal heir.

AND WHEREAS Late Sh. Lal Chand Bagai, during his life time and after his demise his sons Mr. Anil Kumar Bagai, Mr. Ashok Kumar Bagai, and Mr. Anurodh Kumar Bagai, sold about 29 units out of the property known as B.K.Estate to various persons.

AND WHEREAS thereafter, Mr. Anil Kumar Bagai, Mr. Ashok Kumar Bagai and Mr. Anurodh Kumar Bagai sold the land measuring 925 yards along with structures constructed thereon bearing Unit nos. II, IV and VIII, situated at B.K.Estate, Mussoorie, to Mr. Brijender Pal Sethi Sole Proprietor of M/s Sameera Apparels (10% share) and M/s Neste Chemicals Pvt. Ltd. Vide Sale Deed dated 22-10-1997 rregistered as document no. R-3-BBB-1049/97 in Book no.1, in the office os Bub-Registrar, Mumbai on 23-10-1997.

AND WHEREAS M/s Sameera Apparels through Sole Proprietor Mr. Brijender Pal Sethi, sole its 1/10<sup>th</sup> undivided share

Seemaluhalkung Karniya Gubta.

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Chemicals Pvt Ltd. Vide Sale Deed dated 15-06registered as document no. 932 in Book no. 1 Vol. no. 95 pages 85 to 114 in the office os Sub-Registrar-II, Dehradun on 15-06-2011.

AND WHEREAS the M/s Track Chemicals Pvt. Limited got the said entire property of 5605 Sq. Yards mutated in its favour in the records of Municipal Corporation, Mussoorie vide their letter dated 30-11-2011.

WHEREAS the present Vendors/Sellers Mr. Deepak Kumar and Mr. Surendra Pal Handa purchased all that Land, forming part of "Chateau-St-Helens" ( Kapurthala Estate), popularly known as B.K.Estate, plot of land bearing Unit No. IV, situated on the Motilal Nehru Marg, Library Mussoorie, Area Measuring 230 Sq. Mtrs. (275 Sq. Yards), from to M/s Track Chemicals Pvt. Limited a company duly incorporated under the Companies Act, 1956, having its office at M-28, Greater Kailash-II (Market) New Delhi through its Director Mr. Deepak Wadhwa, son of Late Shri M.M.Wadhwa, R/o J-513, Sainik Farm, New Delhi, vide Sale Deed dated 22<sup>nd</sup> day of May 2015, duly registered as Document no. 2648/2015, in Book No.1 Volume No.820 , at pages 159 to 192, No. 2648 on 22<sup>nd</sup> May, 2015 in the Office of Sub-Registrar, Dehradun III.

WHEREAS the virtue of the said Sale Deed the Sellers herein became the absolute owner in possession of the property/ Land, forming part of "Chateau-St-Helens" (Kapurthala Estate), plot of land bearing Unit No. IV, situated on the Motilal Nehru Marg, Library Mussoorie, Area Measuring 230 Sq. Mtrs. (275 Sq. Yards),

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DEHRADUN with all the rights, title and interest to sell and transfer the said property in any manner whatsoever;

AND WHEREAS the Sellers has agreed to sell plot of land of Unit No. IV, admeasuring 105 Sq. Mtrs. out of total area 230 Sq. mtrs. By the present Sale Deed in favour of Purchaser.

AND WHEREAS the Purchaser has approached the Sellers herein to purchase the said land and Sellers has agreed to sell the same for Rs. 7,00,000/- (Seven Lakh only) on which the purchaser have agreed to buy the same on the said price;

## Now this deed witnesseth as under:

That in pursuance of the said agreement the entire amount of Rupees Seven Laks only (7,00,000/-) has been paid by the Purchaser to the Sellers by RTGS, the receipt of which the Sellers doth hereby acknowledge, having received the full and final payment of the entire sale consideration, and now the Sellers doth herby convey, transfer, grant and assign the said Plot of Land, the Sellers hereby conveys, transfers and assigns by way of absolute sale UNTO the Purchaser to HAVE AND TO HOLD all that said property/land with all the rights, privileges, appurtenances, right to 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 Sellers, unto the Purchaser, absolutely and forever.

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# SELLERS FURTHER COVENANTS WITH THE

RCHASER AS UNDER :the Sellers has withdrawn his possession from the said property/land under sale and has placed the said property in actual physical vacant possession of the Purchaser today which they both, hereby acknowledge.

- 2. That the said property is situated within the Municipal limits of the Mussoorie, District Dehradun, Uttarakhand and the Purchaser shall be liable to pay all taxes and revenues in accordance with procedures laid down by the Authorities Concerned. However, it is hereby made clear that the liability to pay the taxes and all kinds of dues in respect of the said property/Land up to the date of this deed shall be that of the Sellers and, thereafter, shall be borned and liable to be paid by the Purchaser.
  - 3. That the Purchaser shall be at liberty apply for water & electricity connections in their name, as may be deemed fit by their in the circumstances of the case, in respect of the said property under sale.
    - 4. That the Sellers shall at the cost of the Purchaser or any person claiming through their, do all acts, deeds and things in order to fully assure the said property unto the Purchaser, at all reasonable times.
      - 5. That the Sellers does hereby give assurance and declare that they are a good marketable title, power and authority to sell the said property/Land and the same is free from all miya aubter

liens, charges ,demands ,attachments, court dunctions, etc. If for any defect in the title of the Sellers or his/her power to sell the said property, the said property or any part of the same is lost to the Purchaser and they suffers any loss on this account, the Sellers shall indemnify the Purchaser fully for the same;

- 6. That the said property/Land 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 through the Sellers or from any other person/s whatsoever.
  - 7. That Said Land hereby sold is situated at Motilal Nehru Marg, Library, Mussoorie District Dehradun and is situated more than 500 mtrs. away from Library Chowk. And depth of the Motilal Nehru road is less; then 5 meters.

    Kamiya Gukta

8. The said property/Land falls at serial number 3 c'(2) Colum 5, on page 20 in the circle rate list of District Dehradun. The total area of the said property/Land is 105 sq. mtrs. Therefore the stamp is being paid as detailed below:

6,40,500/-105 X61,00/-= 6,41,000/-Approximately

Market value of the said property/land is 6,41,000/- but the stamp duty paid by the consideration price Rs. 7,00,000X3.75%= 26,250/- rounded 26,500/-

Therefore the Purchaser is paying a stamp duty of Rs. Lundulal Hund ramiya Cukter 26,500/-

Sellers here-in-after and at all times at the cost of the sellers have shall do and execute all such acts, deeds and things be required for completing and more perfectly which may be required for completing and more perfectly assuring the title of the said property onto the Purchaser.

- 10. That the Purchaser shall be at liberty to get the said property mutated in his name in the Municipal records of Mussoorie. That all the expenses of the registration of this deed have been borne by the Purchaser.
- 11. That the Urban Land (Ceiling and Regulation Act, 1976) is not applicable to the said property.
- 12. That the Purchaser shall be entitled to get the said Property/Land separately assessed and shall be liable to pay taxes accordingly;
- 13. That it is hereby declared that the provisions of the Uttarakhand Act. No.29, of 2003 are not applicable to the property under sale as the same is situated in an urban area/municipal area;
  - 14. That the Sellers and Purchaser both are Indian origin.
  - 15. That there is no construction, boundary, Tree or orchard on the sold property/Land.
  - 16. That the Sellers and Purchaser does not belong to Schedule

    Caste or Schedule Tribe. And the sold property/land is residential.
  - 17. That the said property/plot of land agreed to be sold, is not included in Khewat No. 65 of Kyarkuli-Bhatta, The said

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neither had any relation to the property of Shri 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 not impediment to the transfer and sale of the said property.

# SCHEDULE OF THE PROPERTY

that Property/Land popularly known as part of All "B.K.Estate", Plot of land bearing Unit No. IV, situated on the Motilal Nehru Marg, Library, Mussoorie, District Dehradun( Uttarakhand), Area Measuring 105 Sq. Mtrs., as shown in the plan annexed hereto, delineated with red lines, butted and bounded as under:-

By Land of Mrs. Sangeeta Arora NORTH:

By Land of Others SOUTH:

Land of Others EAST:

by 3.04 Meter Wide Road. WEST:

In witness whereof, the Sellers and Purchaser have signed this deed on the day, month and year first above mentioned.

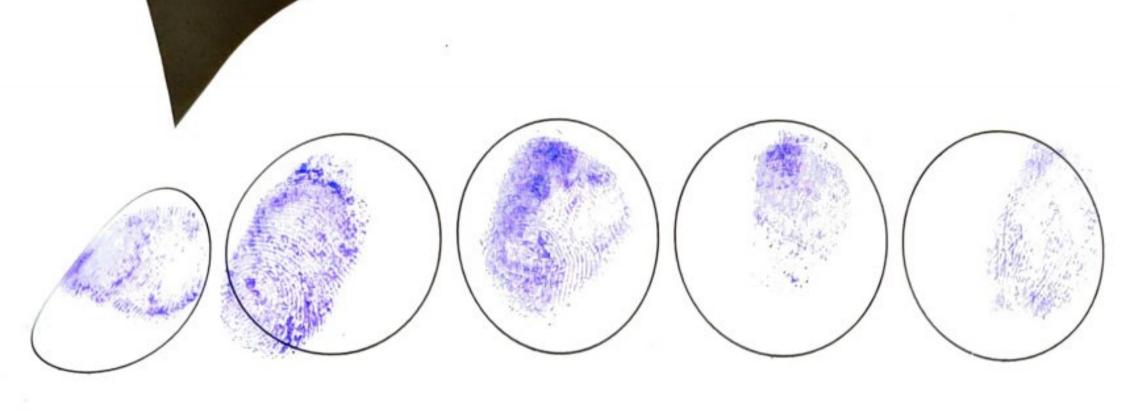
Name and Address of the Seller :- 1- Deepak Kumar, S/o Mr. Radhey Shaym, R/o 220, Library Mussoorie, District Dehradun

PAN: AAYPK3376P

#### LEFT HAND

Little-finger Ring-Finger Middle-finger Index-Finger Left-Thumb 10

Deepul Lundukulkung Kamiya Gukter



## RIGHT HAND:

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



Dedpole lang Mr. Deepak Kumar

(Seller)

Name and Address of the Seller :- 2- Mr. Surendra Pal Handa son of Mr. Chunni Lal Handa, R/o 169, Laxmanpur, Dakpathar Road, Vikasnagar, District Dehradun.

PAN: ABCPH6263M

#### LEFT HAND

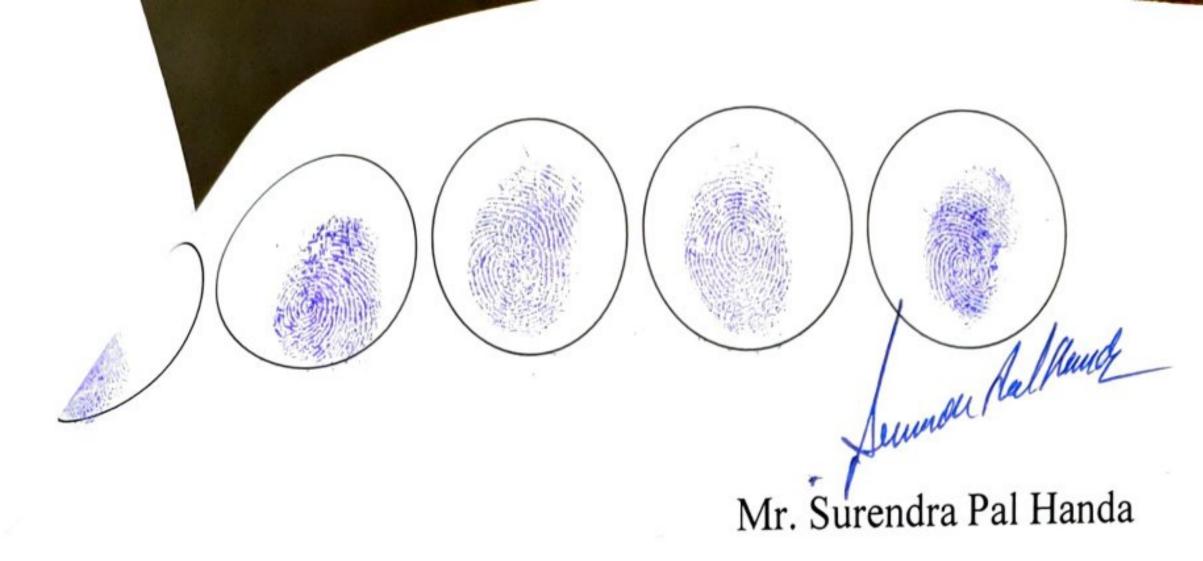
Little-finger Ring-Finger Middle-finger Index-Finger Left-Thumb



### **RIGHT HAND:**

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

James Hallande Warninga Gubter



(Seller)

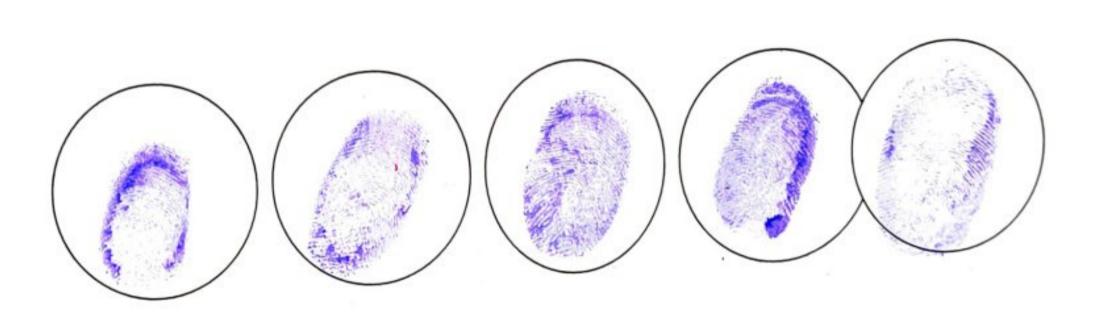
# Name and Address of the Purchaser:

Mrs. Kamya Gupta, W/o Mr. Yogesh Kumar Gupta, R/o Kishankunj Cottage, Convent Chowk, Near Waiverly Convent School, Motilal Nehru Road, Mussoorie.

PAN: AJIPG0703H

### LEFT HAND

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



James tel Mark yarniya Crupter

Index Finger Middle-finger Ring Finger Little-finger Kamiya Gukte Mrs. Kamya Gupta (Purchaser) Witnesses 1. Pinty Singh S/o Spri Curendar Single choundal garli (Mie)
EPIGNE - FYJ-2102986 Ca & Spirit Dominion of the said 2. Papender Singh So sha Mohan Singh chandal Carl (mic) Drafted and photo attested by Mahadev Lekhwar, Advocate. Lembur for Mands - Korninga Caupter

AND AREA SHOWN MR. DEEDAK 274 29 - 196/2016

