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	Š SALE DEI	259/2019
Consideration	:	Rs. 11,01,000/-
Market Value	:	Rs. 10.04,000/-
Stamp Duty	:	Rs. 56,500/- (at the rate of 5%)
Avas Vikas Duty	:	Included
Total Stamp Duty	:	Rs.56,500/-
No of Stamp Sheets	:	12 ish the
Circle Rate & Serial No.		For total area of land, in accordance with the circle rate list at S.No.17 column No.3 at page No.3, of the Circle Rate List: @ Rs.2600/- per sq.mtr x 95



Main Location

Schedule of the Property

Name of Sellers

PAN Nos.

Name of the Purchaser

PAN Nos.

Names of Confirming Party

PAN Nos.

Drafted by



(CONFIRMING

:

March Norda

(1) ADVPM3852E;

(2) AABPN0910B; (3) AABPN0911A

(PURCHASER)

ALL THAT all that property known as land admeasuring 1020 sq.ft or 95 sq.mtrs, having a covered area as shown on the site plan annexed to this Deed, comprising of kitchen and land as sold to the Confirming Party vide Sale

the main road (R.K. Verma Road), Mussoorie

Rs. 10,03,200/- (rounded off to Rs; 10,04,000/-);

The said property is situated and less than 50 mtrs from

Deed dated 23.5.1987, situated in and forming part of Estate (East), [formerly known 25 Kishkinda Lammermore] above R.K. Verma Road, Mussoorie, District Dehradun, Uttarakhand.

sq, mtrs = Rs.2, 47,000/. For the total covered area of 60,38 sq. mtrs. x Rs.11,000/- = 6,64,180/-= in total Rs.9,11,180/- (rounded off to Rs. 9,12,000 + 10% as the said property is approachable by two roads/-=

(1) Ms. Shakti Malhotra, d/o.Shri Bal Krishna Malhotra, r/o. Kishkinda House (West), Mussoorie, District Dehradun, Uttarakhand (2) Ms. Omita Nanda and (3) Ms. Nomita Nanda, both daughters of Shri Rajesh Nanda, residents of 87, Kohat Enclave, Pitampura, New Delhi-110034

(1) FORM 60; (2) AHKPN8833F;

(3) AJZPN7342Q

Shri Rajat Aggarwal, s/o. Shri Naresh Aggarwal, r/o., Kishore Villa, Kulri, Mussoorie, District Dehradun, Uttarakhand AALPA9084F

(1)Shri Bal Krishna Malhotra, s/o. Late Shri Gokal Chand Malhotra, r/o. Kishkinda House (West), R.K. Verma, Road, Mussoorie, District Dehradun, Uttarakhand, (2) Shri Rajesh Nanda, s/o. Late Shri Madan Lal Nanda, (3) Smt. Rita Nanda, w/o. Shri Rajesh Nanda, both residents of 87, Kohat Enclave, Pitampura, New Delhi-110034

R.S.Panwar (Advocate)



STREETS UI IARARHA

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SALE DEED

THIS DEED OF SALE IS MADE THIS the 05th day of December, 2012 (Two Thousand and T velve) at Mussoorie

BETWEEN

(1) Ms. Shakti Malhotra, d/o.Shri Bal Krishna Malhotra, r/o, Kishkinda House (West), Mussoorie, District Dehradun, Uttarakhand (2) Ms. Omita Nanda and (3) Ms. Nomi*a Nanda, both daughters of Shri Rajesh Nanda, residents of 87, Kohat Enclave, Pitam_eura, New Delhi-110034 (hereinafter called the 'SELLERS') of the ONE PART;

AND

Shri Rajat Aggarwal, s/o. Shri Naresh Aggarwal, r/o. Kishore Villa, Kulri, Mussoorie, District Dehradun, Uttarakhand (hereinafter called the PURCHASER') of the SECOND PART:

SED TO

- 1 -

AND

(1) Shri Bal Krishna Malhotra, s/o. Late Shri Gokal Chand Malhotra, r/o. Kishkinda House (West), R.K. Verma, Road, Mussoorie, District Dehradun, Uttarakhand, (2) Shri Rajesh Nanda, s/o. Late Shri Madan Lal Nanda, (3) Smt. Rita Nanda, w/o. Shri Rajesh Nanda, both residents of 87, Kohat Enclave, Pitampura, New Delhi-110034 (hereinafter called the CONFIRMING PARTY) of the THIRD PART;

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मुख्य कोश खेखागार, देहन्दन्त

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निर्गत किया कोड सं. ००१ **PROVIDED ALWAYS** AND IT IS AGREED AND UNDERSTOOD THAT THE expressions 'Sellers', 'Purchaser' and 'Confirming Party' shall mean and include their respective heirs, legal representatives, administrators, executors, assigns and nominees etc. unless repugnant to the context hereunder;

WHEREAS one Shri Dhan Raj Sondhi son of Late Shri Bindraban Sondhi was the absolute and exclusive owner of the half porition and part of the building, outhouses and land appurtenant thereto known as Kishkinda House, situated on the R.K. Verma Road, also known as Mr sonic Lodge Road, Mussoorie, District Dehradun and the other half portion and part knows as Kishkinda (West) was owned by his elder brother Shri H.S. Sondhi; and

WHEREAS one Shri Anand Swarup Gautam had purchased half share and portion of the said Kishkinda House, known as Kishkinda (East) from the said Shri Dhan Raj Sondhi, by virtue of the Sale Deed dated 10.6.1975 duly registered in Book No.1, Volume No.79 at pages 344 to 349 at No.40 in the Office of the Joint Sub-Registrar, Mussoorie; and

WHEREAS the said Shri Anand Swarup Gautam came to own the said Kishkinda (East) including the part and portion of land and the kitchen which he sold to (1) Shri Bal Krishna Malhotra, s/o. Late Shri Gokal Chand Malhotra, r/o. Kishkinda House (West), R.K. Vermi, Road, Mussoorie, District Dehradun, Uttarakhand, (2) Shri Rajesh Nanda, s/o. Late Shri Madan Lal Nanda, (3) Smt. Rita Nanda, w/o. Shri Rajesh Nanda and (4) Smt. Rama Devi, w/o. Late Shri Madan Lal Nanda, all residents of AD/77B, Shalimar Bagh, Delhi, vide Sale Deed dated 23rd day of May, 1987, duly registered as Document No.121/87, in Book No.1, Volume No.116 at pages 123 to 133 in the Office of the Joint Sub-Registrar at Mussoorie on 26.5.1987, all that part and portion of land admeasuring, more or less, 18810 sq.ft or 1745.57 sq.mtrs., alongwith the old and dilapidated kitchen and trees, hedges, nalah, easements, rights of way and all legal incidents and appurtenances on the said land alongwith fixtures, furniture, water and electric installations, sanitary fittings, connections, pipes and sewer lines, situated on the R.K. Verma Road, Mussoorie, District Dehradun; and

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WHEREAS the said land upon which the old and dilapidated kitchen room was constructed belonged to Shri Anand Swarup Gautam, admeasuring approximately 1080 sq.ft., as more than half portion of the said kitchen had been in Shri Anand Swarup Gautam's possession since the date of purchase of the said property known as Kishkinda (East) and the vacant possession of which more than half share had been handed over to (1) Shri Bal Krishna Malhota, (2) Shri Rajesh Nanda, (3) Smt. Rita Nanda, and (4) Smt. Rama Devi alongwith all the land transferred vide sale deed dated 23.5.1987;

WHEREAS the said (1) Shri Bal Krishna Malhotra, (2) Shri Rajesh Nanda, (3) Smt. F ita Nanda, and (4) Smt. Rama Devi (who expired on 19.3.2012) through her son & General Attorney, Shri Rajesh Nanda, had, out of the portion of land and covered area bought by them under the Sale Deed dated 26.5.1987, inter alia, gifted a small portion known as a residential plot of land, admeasuring 1020 sq.ft or 95 sq.mtrs, including the covered area, to the Sellers vide Gift Deed dated 23.6.2010, duly registered as Document No.121/2010 in Book 1.0.1, Volume No.128 at page 334 in ADF Book No.1, Volume No.201 at pages 505 to 522 in the Office of the Sub-Registrar, Mussoorie on 28.6.2010;

AND WHEREAS the Purchaser has approached the Sellers herein to sell to him the said plot of land admeasuring more or less, 1020 sq.ft or 95 sq.mtrs, including the covered area in the said residential property situated in and forming part of Kishkinda Estate (East), above A.K. Verma Road, Mussoorie, District Dehradun, Uttarakhand, more clearly described in the Schedule to this Sale Deed for the total consideration amount of Rs.11,01,000/- (Rupees Eleven Lakhs One Thousand only) on the terms and conditions mentioned herein below :-

NOW THIS DEED WITNESSETH AS UNDER:

That in pursuance of the agreement between both the parties and in consideration for the amount of **Rs.11,01,000** /- (**Rupees Eleven Lakhs and One Thousand only**) paid by the Purchaser to the Sellers in the following manner : -



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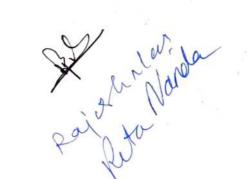


Vide DD No. 474308, 474309, 474310 dated 05.12.2012, drawn on the Nainital Bank, Mussoorie, amounting to Rs.8,01,000 /- (Rupees Eight Lakhs and One Thousand only) in favour of the Sellers; the receipt of which amount the Sellers hereby acknowledge as having received together, in

full and 1 nal payment of the consideration amount for all that undivided property known as land admeasuring 1020 sq.ft or 95 sq.mtrs, having a covered area as shown on the site plan annexed () this Deed, which site plan forms an integral part of this deed, as confirmed by the Confirming Party, comprising of kitchen and land as sold to the Confirming Party vide Sale Deed dat d 23.5.1987, situated in and forming part of Kishkinda Estate (East), above R.K. Verma Road, Mussoorie, District Dehradun, Uttarakhand, the Sellers hereby convey, transfer and assign and the Confirming Party hereby confirms, by way of absolute sale UNTO the Purchaser to HAVE AND TO HOLD all that said property, with all the rights, privileges, appurtenances, right in sewerage, drainage, right of ways, paths, passages, common areas, advantage; 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 Seller: unto the Purchaser, absolutely and forever.

THE SEI LERS FURTHER COVENANT WITH THE PURCHASER AS UNDER: -

- That the Sellers have withdrawn their possession from the said Property under sale 1. ar 1 have placed the said Property in actual physical vacant possession of the Purchaser today which they both, hereby acknowledge.
- That the said sale is together with all rights, easements, privileges, appurtenances 2. whatsoever or howsoever belonging to or in any way enjoyed with the property or reputed to be so enjoyed with the property till this day with all rights, title, interest, claim and demand whatsoever nature of the Sellers upon the property in favor of the Purchaser TO HAVE and TO HOLD the same as absolute owner from this day.



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That the Sellers do hereby covenant with the Purchaser that the Sellers themselves and their legal heirs and successors etc. shall and will at all future times and at the cost of the Purchaser do or execute and cause to be done or executed all such acts, deeds and things necessary for more fully assuring the said property to the Purchaser.

- That it is hereby declared by the Sellers that no other person or persons except the present Sellers have any right or interest over the said property hereby sold, no person what so ever has any right of passage or approach over the property hereby sold.
- That it is hereby declared by the Sellers that there is no tenant or chowkidaar or caretaker in the property or any portion thereof.
- That the Sellers shall have no objection to the Purchaser applying for sanction of any building plans and permission to make improvements, repairs and renovations to the Authorities Concerned. The Purchaser shall also be at liberty to get the water & 6. electricity connections transferred in his name, as may be deemed fit by him in the circumstances of the case, in respect of the said property under sale. The Sellers shall assist the Purchaser in getting the same transferred in his name
 - That the Sellers shall at the cost of the Purchaser or any person or persons claiming through them, do all acts, deeds and things in order to fully assure the said property unto the Purchaser, at all reasonable times, including correction deed/s, as and when, the situation demands in future.
 - That the Sellers does hereby give assurance and declare that they have a good marketable title, power and authority to sell the said property and the same is free from all encumbrances, liens, charges, demands, attachments, court injunctions, etc. If for any defect in the title of the Seller or their power to sell the said property, the said property or any part of the same is lost to the Purchaser and he suffers any loss on this account, the Sellers shall indemnify the Purchaser fully for the same;

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That the said property shall be quietly entered into and upon and used and its usufruct enjuyed in any manner by the Purchaser without any interference from any person claiming through the Sellers, or from any other person/s whatsoever.

That it is hereby expressly agreed that the Sellers shall be bound by the terms and conditions laid down in the sale deed dated 23.5.1987 of their predecessors-in-title and the Purchaser shall continue to enjoy the right of way on the approach road leading to the said property and also from the R.K. Verma Road, through and on the Tara Hall Road and each and every path, road and way on which the Sellers have a right within the said property without any interruption or hindrance from any quarter what oever.

- 11. That he said property is situated in the limits of Mussoorie Municipality, situated on R.K. Verma Road area of Mussoorie and the Purchaser shall be entitled to get the same nutated and shall be liable to pay all, taxes and revenues in accordance with the rules and procedures laid down by the Authorities Concerned. However, it is hereby made clear that the liability to pay the said taxes, etc. and all kinds of dues in respect of the said Property up to the date of this deed shall be that of the Sellers and, thereafter, shall be borne and liable to be paid by the Purchaser
- 12. That the Purchaser shall have the right to get his name mutated in the records of the Local Authority/Body concerned and the Sellers shall help and assist the Purchaser in doing the same. The Purchaser shall be liable to pay taxes, etc. on the said property, accordingly.
- 13. That any previous agreements entered into by the Sellers with any other party for the sale of the said property shall be deemed to and are hereby declared null and void.
- 14. That neither the Sellers, nor the Purchaser belong to the Scheduled Caste category.
- 15. That the Original Gift Deed/Conveyance Deed dated 23.6.2010 has been handed over by the Sellers to the Purchaser, which is hereby acknowledged as having received from them today;



That the provisions of the Uttaranchal Act, No. 29 of 2003 (as Amended in 2007) are not applicable to the said property, as the same is lying under the Municipal Limits of the Municipal Council of Mussoorie, which is an urban area;

That the property is essentially residential in nature and is more than 35 years old having ordinary construction. Most of it is lying in a bad state and dilapidated condition and needs immediate repairs and renovation. The said property is situated less than 50 metres and is connected by twin approach roads, from R.K. Verma Road Masonic Lodge-Kincraig Road), Mussoorie. The Stamp Duty is being paid on the amount of Market Value of the said property, which is equivalent to the consideration mount, in accordance with the Circle Rate of Land as laid down by the District Collector, Dehradun for the said area, as follows:

l or total area of land, in accordance with the circle rate list at S.No.17 column No.3 at page No.3, of the Circle Rate List: @ Rs.2600/- per sq.mtr x 95 sq,mtrs = I s.2,47,000/.

For the total covered area of 60.38 sq. mtrs. x Rs.11,000/- = 6,64,180/-= in total R3.9,11,180/- (rounded off to Rs. 9,12,000/+ 10% as the said property is approachable by two roads/-= Rs.10,03,200// (rounded off to Rs,10,04,000/-) Moreover, Stamp duty of further Rs.750/- being payable for the Confirming Party is being paid herewith. Accordingly, Stamp Duty of Rs. 55, 500/- + Rs.750/- is being paid on the conveyance deed, (rounded off to Rs,56,500/-) which is just and proper.

18. That all the expenses regarding the Registration, Stamp Duty etc. pertaining to Litu Wardshe Sale Deed are being paid and borne by the Purchaser.

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SCHEDULE OF THE PROPERTY UNDER SALE:

ALL THAT all that property known as land admeasuring 1020 sq.ft or 95 sq.mtrs, having a covered area as shown on the site plan annexed to this Deed, comprising of kitchen and laid as sold to the Confirming Party vide Sale Deed dated 23.5.1987, situated in and forming part of Kishkinda Estate (East), [formerly known as Lammermore] above R.K. Verma Road, Mussoorie, District Dehradun, Uttarakhand, delineated and demarcated in red riband in the site plan annexed hereto, with all rights of ways/passages, privileges and facilities already mentioned in the body of this deed, bounded and butted as under: -

NORTH : SOUTH:	By property of Shri Harish Chandra Vaish; By Land of Otto
EAST:	By Land of Others; By Land of Others; and
WEST:	By Approach Roads;

IN WITNESS WHEREOF both the Sellers, the Purchaser and the Confirming Party have signed and executed this Deed in each other's presence and in the presence of the witnesses mentioned herein below, who, in turn, have signed the same in the presence of the Sellers, the Purchaser and the Confirming Party and in the presence of each other, on the day, month and year first mentioned hereinabove;

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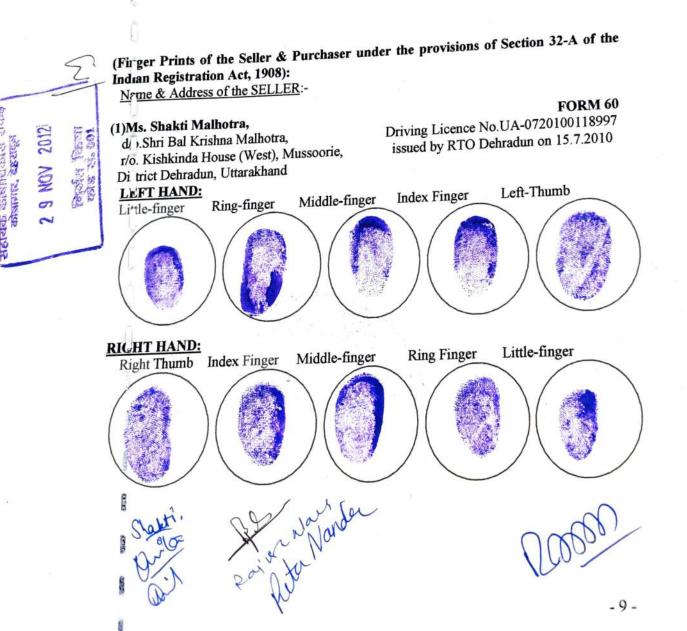
(SELLERS)

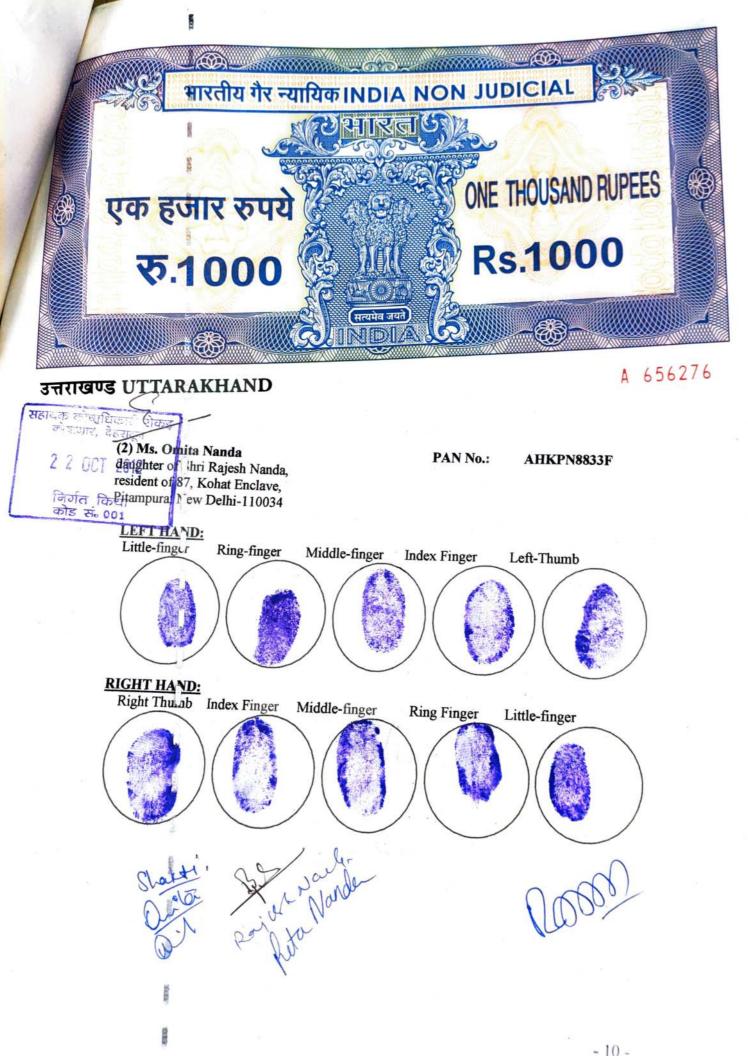
i Arta Narda

(CONFIRMING PARTY)

URCHASERS)

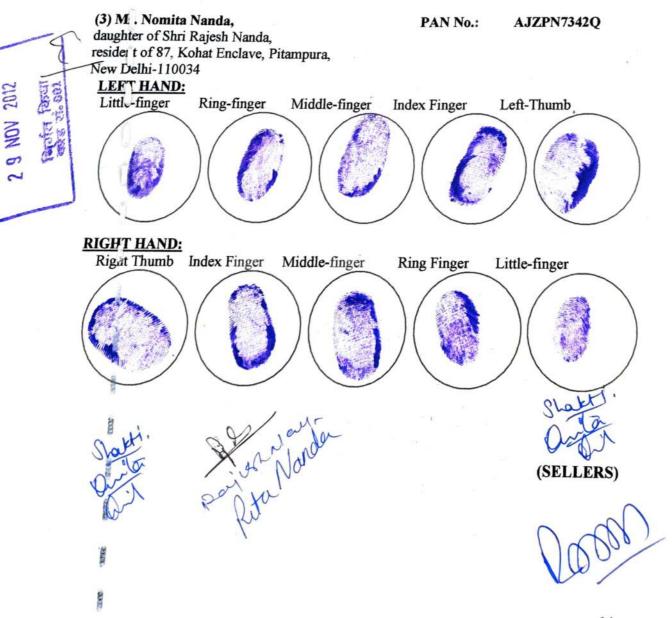






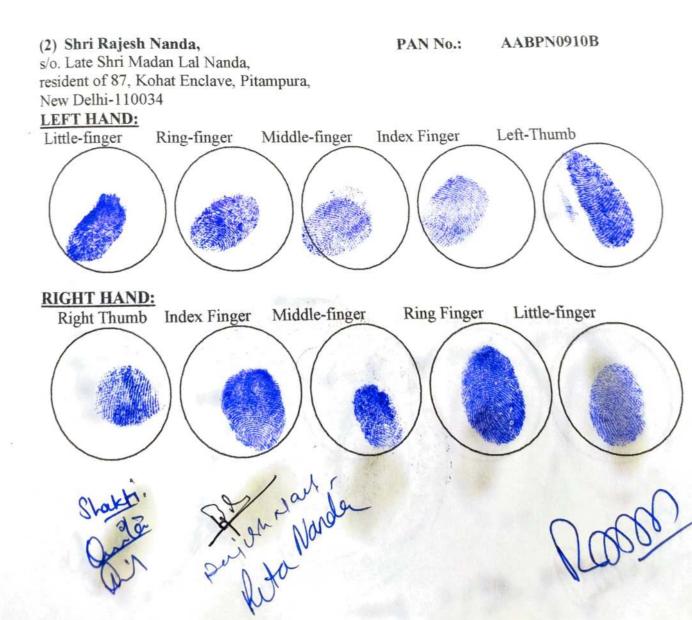


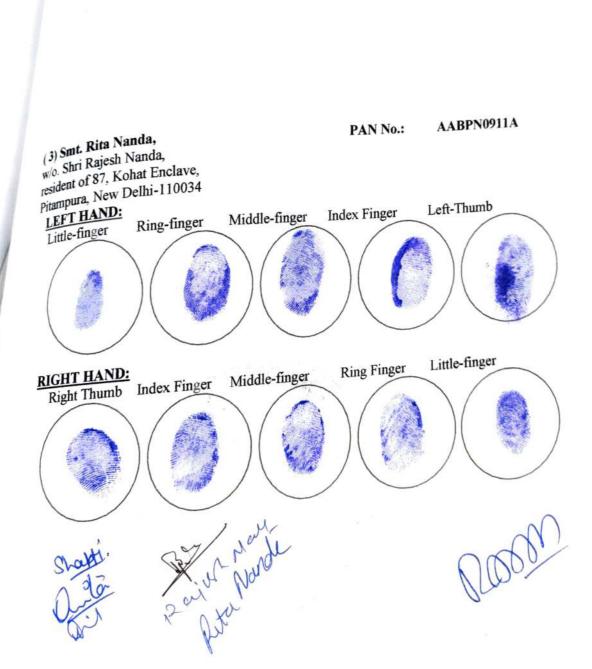
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