

665/91

SALE DEED

Consideration... Rs. 50,000/-
 Market value on which stamp duty paid... Rs. 50,000/-
 No. of stamp sheets... 4
 Stamp duty... Rs. 7500/- Avas vikas duty... inc Total Stamp paid... Rs. 7500/-
 Where as We... 1. Mohan Lal 2. L. K. Kaur, Lal,

(1) HARESH CHAND 870 GATE NO. 1 MOHAN LAL
MR. KISHORE VILAS, KURI, MURDARIE,

are the sole joint proprietors of the property detailed in the end and also in the possession of the same, do hereby sell to Smt. SANTOSH DEVI S. Prem Chandra Guler,

R/o Flat No. 3 (Lower), Ram Bawan, KURI
MURDARIE

for consideration of Rs. 50,000/-
 received as follows...

As described in the deed.

The Property is free from all encumbrances

Details of the Property... Plot No. 3, Ram Bawan (Lower)
KURI, MURDARIE.

Mohan Lal

Narashchand



Sale Deed.

*Proven to be a genuine
handwritten document*

This deed of sale is made at Mussoorie on this

the 10 day of September 1991

1. Lala Mohan Lal

BETWEEN

1. Lala Mohan Lal S/o Late Lala Kishori Lal.
 2. Shri Narash Chane S/o Shri Mohan Lal,
- both residents of Kishore Villa, The Mall, Kulri, Mussoorie,
District Dehra Dun (hereinafter called the VENDORS) of the
one part;

A N D

Shrimati Santosh Wife of Shri Prem Chane Joel, resident
of Flat No. 3, (Lower), Ram Bhawan, Kulri, Mussoorie (hereinafter
called the VENDEE) of the other part;



Contd.....2.



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WHEREAS it is hereby declared that the terms 'VENDORS' and 'VENDEE' used in these presents shall to include their respective heirs, successors, assigns, legal representatives, administrators, executors, and attorneys etc. unless repugnant to the context, whenever and wherever required; and

WHEREAS Late Lala Kirori Mal and Lala Mohan Lal jointly purchased the plots of land forming part of Grant Estate, Kulri, Mussorie, comprising of 2.1 Acres land vide sale deed dated 5.8.1942 from one A. E. Hart. The said document is registered at No. 42, in book No. 1, volume No. 53, on pages 45 to 50 on 8.8.1942 in the office of Joint Sub Registrar, Mussoorie; and

WHEREAS Lala Kirori Mal expired a few years ago leaving behind - him his registered Will dated 9.9.1964, registered on 16.9.1964 in the office of Joint Sub Registrar, Mussoorie. According to the said Will all the moveable and immoveable property of Lala Kirori Mal passed on to Shri Narash Chand S/o Shri Mohan Lal as his sole successor. Thus Lala Mohan Lal (Vendor No. 1) and Shri Narash Chand (Vendor No. 2) became the joint owners of the



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said amount on the terms and conditions mentioned herein below;
absolutely and forever.

SO NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the said agreement and in consideration of the agreed sale price of Rs. 50,000/- (Rs. Fifty Thousands) only, already paid by the Vendees to the Vendors, the receipt whereof in complete satisfaction of the agreed sale price is hereby admitted and acknowledged by the Vendors, the Vendors do hereby transfer, convey, grant, sell, absolutely and forever in favour of the Vendees, Flat No. 3 (Lower) Ram Bhawan, Kulri, Mussoorie, fully described in the schedule and for greater clarity shown in red line in the site plan annexed to this deed, together with all the easementary rights, which normally pass on such sale and which are necessary for the full and more beneficial use of the flat hereby sold;
TO HAVE and TO HOLD the said flat with right of construction with the appurtenant land and every part thereof unto the Vendees from this day without any interference from the Vendors, or any one claiming under or through them.

2. That the sale is with all the rights of passage, approach road, easements of air, light, support, drainage, sewerage, etc. which are necessary for the beneficial use of the flat and which have till this day been enjoyed by the tenants/occupants. That it is hereby made clear and specifically mentioned that the Vendors or anyone claiming under shall have the right to alter the passage/approach to the property hereby sold at any future time. If an alternate passage/stairs from the common road also leading to 'Hira Bhawan' are constructed for the use of the owners/occupants of 'Ram Bhawan Building', the right of the Purchasers to the existing approach road shall automatically stand relinquished without any notice.

3. That the portion of Ram Bhawan being sold is under the tenancy of Shri Prem Chand Joel, the husband of the Vendees, @ Rs. 1500/- per annum plus taxes. The possession of the flat is already with the Vendees as wife of the tenant, hence only symbolic possession of the built up portion is being handed over today by the Vendees to the Vendees. The vacant possession of the open area is being handed over today by the Vendors to the Vendees. From this day the Vendees shall enjoy the rents, profits, usufruct therefrom as per own property without any lawful interference from the Vendors, or any person claiming under them or any other person whatsoever. From this day the Vendors are left with no connection with the demised property.

Attest

Witness Contd.....6.

4. That the Vendors do hereby declare that they have a good marketable title to the property hereby sold and they have full power and authority to execute this sale deed. The property hereby sold is free from all encumbrances, liens, charges, demands, loans, litigations, adverse possession, family disputes etc. of any nature and the title of the Vendors to the property subsists. If for any defect in the title of the Vendors to the property hereby sold, the Vendees or any person claiming under or through her faces any loss the Vendors shall indemnify such person against any such loss.

5. That the Vendors do hereby declare and undertake for self and their heirs that they shall at all reasonable times, and at the cost of the person so requiring, do and execute or cause to be done or executed all such acts, deeds and things necessary for /more fully assuring the title of the Vendees to the property hereby and putting them in possession thereof according to the true intent and meaning of this deed.

6. That the Vendees shall have no objection to the development/construction on the surrounding properties of the Vendors provided that their easementary rights are not adversely affected.

7. That it is hereby specifically made clear that the Vendees shall be the owner of the common walls/ceiling/floor upto half depth/width along with the owners of the adjacent/upper/basement floors. The Vendees shall not do any act or change the basic structure of the building in such a manner that the strength and life of the building are adversely affected so as to impair the utility of the building.

8. That it is hereby made clear that the Vendeas shall continue to enjoy the existence facilities of drainages/sewerage alongwith other owners of the building, provided that they are willing to pay the proportionate share of taxes and cost of repairs/maintenance ^{and} as/when required.

9. That it is hereby also made clear that the basement below the flat hereby sold alongwith the land on the north-east side is being sold to Shri Irshad Ahmad and Irfan Ahmad who shall have right to construct upto the floor level of the flat sold to the Vendeas. Above the floor level the Vendeas shall have right to raise construction at her own cost for which the owners of the lower (basement) floor shall have no objection.

10. That it is hereby specifically made clear that the Vendeas shall always allow un-interrupted passage to the owners of the basement floor, the Vendors and other persons claiming under them leading from the stair case and running along the pushta which passage shall not beless than 3'-3" in width.

11. That the building Ram Bhawan is on uneven, hilly land about 300 yards from the main road, down in the khud and is more than 40 years old. The portion sold is fetching a rent of Rs. 1500/- per annum, but the stamp duty is being paid on the actual sale price of Rs. 50,000/-.

Mohan Lal

Contd.....8.
Narushchand

SCHEDULE OF THE PROPERTY HEREBY SOLD:

All that portion of Ram Bhawan (Lower) Kulri, Mussoorie known as Flat No.3, comprising of 3 rooms, kitchen, bath and flush with covered balcony on two sides and appurtenant open land having a total area of 1334 sq. feet or 124 sq. metres, out of which the covered area is 509 sq. feet or 47 sq. metres and the open area is 825 sq. feet or 77 sq. metres. The said portion is shown in red riband in the annexed site plan and is buttressed bounded as follows:-

North-East : Land of Vendors

South-West : Common wall with Flat No.2 (Lower) and open yard

South-West : Infront of Flat No.2 (Lower)

South-East : Pushta abutting common passage

North-West : Open space overlooking khud.

Above : Flat No.3 (Upper) Ram Bhawan.

Below : Basement Ram Bhawan sold to Shri Irshan Ahmad and Irfan Ahmad.

In witness whereof, the Vendors have signed and executed this deed on the date, month and year first above mentioned in presence of the following witnesses.

Witnesses:

1. [Signature]
(Sunder Chand) Mohan Lal
2. [Signature]
(Dharam Prasad) Shri Mohan Lal

[Signature]
(Mohan Lal)

[Signature]
(Narash Chand)

MUSSORIE:

SCALE 20' = 1"

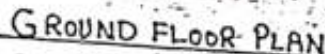
RED RIBBON

OPEN AREA ... 825 SQ FT OR 77 SQ MT

TOTAL AREA 1334 SQ FT OR 124 SQ MT

2. Sh. NARESH CHAND

SOLD TO: SMT. SANTASH



SIGN. OF SELLER'S

4/9/1945

Handwritten text in Devanagari script, mostly illegible due to fading and bleed-through. Some visible words include "प्रमाणित", "दिनांक", and "स्थान".

संज्ञा सं० - १ - दिनांक २०/११/४५
पुणे ज. सं० १ - दिनांक २३/११/४५
संज्ञा सं० २४०६६५/१/११

२७/११/४५

संयुक्त उप निदेशिका
मुंबई
संयुक्त उप निदेशिका

पुणे ज. सं० १ - दिनांक २३/११/४५

