

SALE DEED

Consideration.....Rs. 1,50,000/-

Market value on which stamp duty paid.....1,60,000/-

No. of stamp sheets.....

Stamp duty...23200/-Avas Vikas duty....Incl.....Total Stamp paid...23200/-

Where as I/We Sri Arvind Kumar S/O Late Sri Anant Kumar S/O Late Sri Darshan Lal R/O Shewla Khurd, Centraldoon, Dehradun, (2) Sri Surendra Kumar (3) Sri Ramesh Kumar (4) Sri Pramod Kumar (5) Sri Anil Kumar (6) Sri Deepak Kumar all sons of late Sri Darshan Lal, All R/O Lunia Mohalla, Dehradun (7) Sri Vinod Kumar S/O Late Sri Basant Lal S/O Sri Darshan Lal R/O Lunia Mohalla, Dehradun

am/are the sold/joint proprietors of the property detailed in the end and also in the possession of the same, do hereby sell to M/S S.L. Oberoi Minerals Pvt Ltd, having its regd. office at 1 C Tyagi Road, Dehradun through its Director Sri Rakesh Kumar Oberoi S/O Shri Sardari Lal Oberoi presently residing at 2 A Race Course, Dehradun

Rs. 1,50,000/-
for consideration of Rs.....

.....received as follows.....

paid in cash before Sub Registrar, Dehradun at the time of presentation of sale deed for registration.

The property is free from all encumbrances

Details of property All that land comprised Khassra Nos. 147-Ka 149-Ka, 150-Ka, measuring 0.422 acres in Vill Shewla Khurd, Centraldoon Distt. Dehradun.

SALE DEED

THIS INDENTURE OF SALE is made on this the 10th day of June 1996, by Sri Arvind Kumar son of late Sri Anant Kumar, son of Late Sri Darshan Lal, resident of Shewla Khurd, Pargana Central doon, Distt. Dehradun, (2) Sri Surendra Kumar (3) Sri Ramesh Kumar, (4) Sri Pramod Kumar (5) Sri Anil Kumar (6) Sri Deepak Kumar, all sons of Late Sri Darshan Lal, all residing at Lunia Mohalla, Dehradun and (7) Sri Vinod Kumar son of Late Sri Basant Lal, son of Sri Darshan Lal, resident of Lunia Mohalla, Dehradun (hereinafter called the 'Seller') of the ONE PART;

IN FAVOUR OF

M/S S.L. Oberoi Minerals Pvt. Limited, a Company duly incorporated under the Companies Act, 1956 vide certificate of Incorporation No. 20-12873 of 1991, through its Chairman Shri Rakesh Kumar Oberoi, son of Shri Sardari Lal Oberoi, resident of 2-A, Race Course Road, Dehradun (hereinafter called the 'Purchaser') of the OTHER PART: PROVIDED ALWAYS THAT the terms the 'Seller' and the 'Purchaser' shall be deemed to have included their respective heirs, successors-in-interest

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legal representatives, executors, administrators and assigns unless repugnant to the context;



WHEREAS, there exists Mandir Laxmi Narayan, area whereof is 0.16 acres in Khasra No 180 (before settlement of 1937-38) and now corresponding to Khasra No 115-M and recently assigned as Khasra No. 149 in Village Shewla Khurd, Pargana Pachwadoon, Distt. Dehradun.



AND WHEREAS, more land was later included in the area of temple and according area of temple included within pucca built -boundary wall is 0.2471 acres or 0.1000 Hect. It was a private Temple of Sri Pirthi Singh who transferred the same to Sri Darshan Lal S/O Sri Narayan Dass vide a Sale deed dt. 18/7/1932, duly registered in the office of Sub Registrar, Dehradun, in book No. I, Vol. 198/200 at pages 1/2 as document No. 554 on 20.7.1932.

AND WHEREAS, some land adjacent to the temple which is however, separate on the spot and has nothing to do with the temple was transferred to Sri Narayan Das S/O Sri Gobind Ram vide four sale deeds by its owners as summarised below:-

and



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vide sale deed dated 15/8/1918 duly registered in the office of Sub Registrar, Dehradun in book no I, Vol.96 at pages 123/131 as document No 525 on 21.8.1918.

iv) All that plot of land comprised in Khasra No.181 measuring four biswas and khasra No 182 measuring eight biswas in Vill. Shewla Khurd, Pargana Pachwadoon, Distt. Dehradun, executed by Sri Lachmi Chand S/O Sri Tulshi Ram, in favour of Sri Narayan Das S/O Sri Gobind Ram vide sale deed dated 8/2/1924, duly registered in the office of Sub Registrar, Dehradun in book No.I, Vol. 139 at pages 98/99 as document No.120 on 11-2-1924.

AND WHEREAS, vide above detailed five sale deed, the total area including that of Temple transferred in the name of either Sri Darshan Lal, now deceased or his father Sri Narayan Das, now deceased in Mauza Shewla Khurd Pargana Pachwadun, Distt. Dehradun is summarized as 'All that land comprised in Khasra No 180/0.16 acres, 181/four biswas, 182/eight biswas, 185/one bigha and four biswas, 186/-three bigha and one biswas, 187/one bigha and six biswas, 188/c.16 acre, 189/one bigha and eight biswas, and 190/two bighas and 11 biswas and in total measuring eleven bighas and sixteen



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hiswas approximately, in Village Shewla Khurd, Pargana Pachwadun Distt. Dehradun.

AND WHEREAS, the above mentioned land is adjacent to each other and in the shape of one plot. However, the Temple and its adjacent land is separate on the spot and surrounded by pucca boundary wall. This temple too is private property of the Sellers and its affairs are being privately managed by the Sellers;

AND WHEREAS, settlement had taken place in Dehradun in 1937-38 including in Village Shewla Khurd and in the said settlement the total area of the property transferred to Sri Narayan Das or his son, Sri Darshan Lal was recorded as 2.05 acre. This area does not include the temple and the land appurtenant. On measurement area of temple was 0.19 acre and recorded as Abadi Separately in Khasra records;

AND WHEREAS, Sellers have further expended the area of temple which now measures 0.2471 acres or 0.1000 hecets.

AND WHEREAS, Khasra Number assigned to the said land was 115 and new number after settlement of Survey section is 149.

The temple and its land was...



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Sri Darshan Lal and it was held and retained by him for himself and his family.

AND WHEREAS, Sri Narayan Das had died long ago and the entire land had devolved upon his only son namely Sri Darshan Lal.

AND WHEREAS, by mistake of revenue authorities the entire land i.e. 2.05 acre plus 0.19 acre was shown as that of Temple under the management of Sri Darshan Lal. The said mistaken entry escaped the notice of Sri Darshan Lal and members of his family. However the land of temple is only 0.19 acre which is further expended to 0.2471 acre or 0.1000 hect. Other adjacent land has nothing to do with the property of temple.

AND WHEREAS, Sri Darshan Lal had died, on 23/10/52 leaving behind Sri Anant Kumar, Sri Surendra Kumar, Sri Ramesh Kumar, Sri Pramod Kumar, Sri Anil Kumar, Sri Deepak Kumar and Sri Basant Lal as his heirs being sons of the deceased.

AND WHEREAS, Sri Basant Lal had died in 1954 leaving behind his only son Sri Vinod Kumar to inherit him.

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Anant Kumar had died on 9/12/1990 leaving behind Sri Arvind Kumar as his only son to inherit the deceased and accordingly the heirs of Sri Darshan Lal as detailed in the array of sellers are now joint owners of the entire property leaving behind by late Sri Darshan Lal;

AND WHEREAS, the Temple referred to above area whereof ~~has been~~ ^{is detailed above} is being privately managed by the Sellers as was being managed by Sri Darshan Lal;

AND WHEREAS, out of the total land detailed above, the land which is separate on the spot and measures 0.422 acre forming part of khassra numbers fully detailed at the end of this Indenture (hereinafter called the 'said land') has been offered to be sold to the purchaser for and at a price of Rs. 1,50,000/- (Rs. One Lac and fifty thousand only) and the purchaser has agreed to purchase the same free from all encumbrances;

NOW, THEREFORE, THIS INDENTURE OF SALE WITNESSES THAT, in pursuance of above mutual agreement and in consideration of Rs. 1,50,000/- (Rs. One La fifty thousand only) paid by the Purchaser to the Sellers in cash today, before Sub Registrar



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registration and accordingly acknowledging the total receipt of sale price, the Sellers, does hereby transfer, convey and assign all that said land to the purchaser for ever, with all rights, benefits, privileges, advantages, attached or reputed to be attached to the said land for ever TO HAVE AND TO HOLD the same as his absolute property without any objection, interference or obstructions by the Sellers or any one lawfully claiming through or under them.

THE SELLERS FURTHER COVENANTS WITH THE PURCHASER AND DECLARE AS UNDER:-

- 1- That actual, vacant and physical possession of the said land has been delivered by the Sellers to the Purchaser on the spot today and the purchaser has come in actual possession thereof.
- 2- That all the taxes, cesses, land revenue and demand payable on any accord in respect of the said land shall be the liability of the sellers upto this day but hereafter all these local demands shall be paid and borne by the purchaser.
- 3- That the purchaser is entitled to get his name mutated in revenue records and other relevant records and



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the sellers undertake to assist the purchaser in getting his name recorded as Bhumidhar thereof.

4- That the Sellers undertake to execute any document perform any work and discharge any other obligations but at the cost of the purchaser, after reasonable notice for more perfectly assuring the said land to the purchaser and keeping the Company in possession thereof as per true meaning and intents of these presents.

5- That as stated above, the said land is free from all encumbrances. However in case the said land or any part thereof goes out of the hands of the purchaser or purchasers suffers any loss for any defect in the title of the Sellers or sellers' competency to transfer the said land', the loss thus suffered by the purchaser shall be compensated by the sellers.

6- That the purchaser shall have right of approach from the main passage through the other land of the sellers.

7- That site-plan for the land hereby conveyed and adjacent land already conveyed has been separately delivered by the Sellers to the purchaser. The site plan depicts

K. K. K.
S. S. S.

8/1/1912

[Signature] 10

exact measurement of the land sold to the purchaser free from all encumbrances.

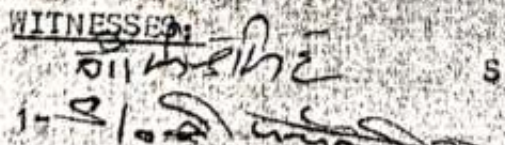
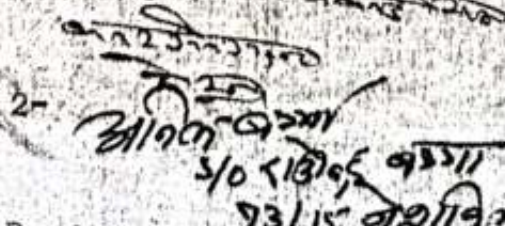
S- That the land hereby conveyed is agricultural land. Its market value is Rs. 1,50,000/- but stamp been paid at valuation of Rs. 1,60,000/- The Sellers and the purchaser do not belong to Scheduled Caste/Tribe. There are no trees on the spot. The land is un-irrigated.

SCHEDULE OF THE PROPERTY HEREBY
CONVEYED.

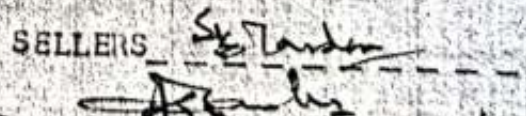
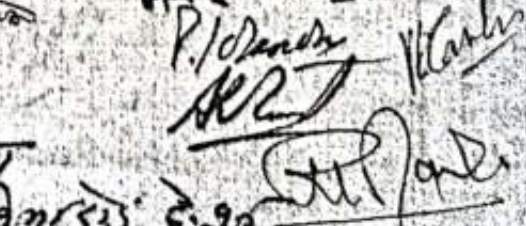
All that land forming part of khasra no. 147-Ka, measuring 0.0502 Hects. 149-M, measuring 0.0878 Hects and 150-Ka, measuring 0.0330 hecets. in total measuring 0.171 Hect or 0.422 acres in Mauza Shewla Khurd, Pargana Pachwadoon, Distt. Dehradun (Kendriyadoon) Dehradun, recorded at Khata No. 211 of Village Shewla Khurd, Pargana Centraldoon, Distt. Dehradun pertaining to 1402 F, to 1407 F, more particularly detailed in the site plan attached herewith.

IN WITNESS WHEREOF, the Sellers have signed this Sale Deed on the day, month and year first above written, in the presence of witnesses.

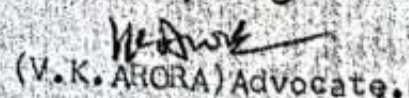
WITNESSES:

1- 
2- 

SELLERS

Drafted by me and typed in my Chamber
Photos/attested by me.
also

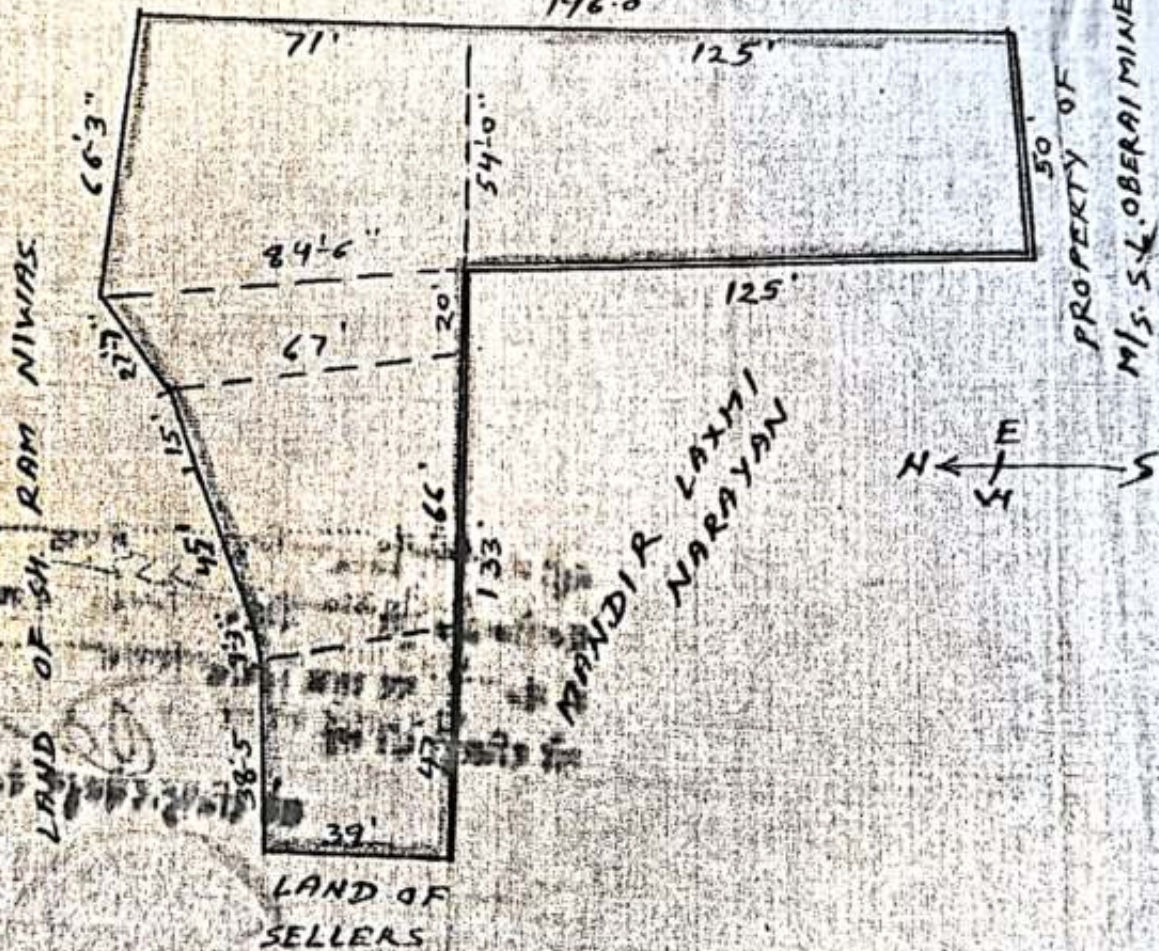

(V.K. ARORA) Advocate.

SITE PLAN OF ALL THAT LAND COMPRISED IN KHASRA
 No. 147 KA 149 M. 150 KA
 0.050 L HCT 0.0878 HCT 0.0330 HCT IN TOTAL MEASURING
 = 0.171 HCT. OR 0.422 ACRE SITUATED IN VILL. SEWLA
 KHURD PARGANA CENTRAL DOON. D. DUN.

SOLD BY: 1= SH. ARVIND KUMAR = SH. SURENDRA KUMAR
 3= SH. RAMESH KUMAR 4= SH. PRAMOD KUMAR
 5= SH. ANIL KUMAR 6= SH. DEEPAK KUMAR
 7= SH. VINOD KUMAR

SOLD TO: M/S. S.L. OBERAI MINERALS PVT. LIMITED.
 SOLD AREA SHOWN BY RED LINES.

PROPERTY OF CH. RAGHUBIR SINGH &
 OTHERS



Sh. Tandon
 P. J. Dandya
 SH. Ragh
 K. R.
 G. R. S. R.
 SIG. OF SELLERS

[illegible]

१०३० हा. पु. क्र. १३३३
 मे. नं. १५ पर अन्व विनांक २०/६/१६
 को रजिस्ट्री की गई
 सब सजसदार देवदूत
 above written in the presence of witnesses.

Handwritten notes and a circular stamp are visible at the top of the page. The stamp contains the text "RECEIVED" and "JAN 1964".