

1/1

8570

8/1

5000Rs.



SALE DEED

1. Sale consideration Rs. 1,50,000/-
2. Stamp duty paid Rs. 12,750/-
3. Area of the land hereby sold 2.85 acres
4. Land revenue of the land sold. Rs. 28.50 per annum
5. Kind of land Sakra
6. Whether irrigated/unirrigated Un-irrigated
7. If Seller (s) Scheduled Caste tribe NO
8. The land is situated at Mazri Grant, Pargana Parwa Doon Distt, DEHRA DUN
9. The land hereby sold is agricultural land and is exempt from Urban Land (Ceiling and Regulation) Act, 1976 and also the imposition of Land Holding Act, 1960 is not applicable to it.
10. The sale consideration is for more than the circle rate value and is according to the present prevailing market rate.

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8/2 5000Rs.



: 2 :

THIS SALE DEED is made on the day ^(5/11) 2nd November, 1984
BETWEEN Shri HARI SINGH son of Shri JIGRI Resident of Village
Mazri Grant (Lal Tapper) Pargana Parwa Doon, District, DEHRA DUN
(hereinafter called ' the Seller') of the ONE PART

And

Birla Yamaha Limited, A Company Registered Under Company Act
with its Head Office at Dalamal House, Mariman Point, Bombay
(hereinafter called ' the Purchaser') of the OTHER PART. Both
the terms ' Seller' and the ' Purchaser' unless expressly excluded
or repugnant to the context, shall include their respective heirs,
legal representatives, administrators, successor-in-interest
and assigns.

WHEREAS the Seller is the exclusive owner Bhumidhar with
transferable rights in possession of a piece of agricultural land
measuring about 2.85 acres (15 Bighas approximately) bearing
Khasra No. 1200/236/1/1 situated in Village Mazri Grant, Pargana
Parwa Doon, District, Dehra Dun which is morefully described and
delineated in the map attached herewith this Sale Deed and the
same will be the part of this Sale Deed.

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: 3 :

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2000Rs.



: 3 :

AND WHEREAS the Seller, being the absolute owner of the said land which has been delineated in the foot of this Sale Deed and the said land being free from all charges, liens, encumbrances, attachments and thereby have the full rights to sell and to transfer the same in any manner whatsoever he may like.

AND WHEREAS the said land is under the personal cultivation of the Seller and the name of the Seller has been found entered in the revenue records of Tehsil Dehra Dun in Khatauni of Village Mazri Grant, Pargana Farwa Doon, District, Dehra Dun bearing Khata Khatauni No. 652 for the years 1388 - 1393 Fasil with a land revenue of Rs. 28.50 for the said land per annum. The above entries have been substantiated and ratified by a proper endorsement by the Lekhpal of the relevant circle.

AND WHEREAS the Seller on his own free will and consent has agreed to dispose of the above said agricultural land morefully given in Schedule below to the Purchaser, at the rate of Rs. 10,000/- per bigha (0.19 acre) and to this effect an agreement

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500Rs.



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to sell was executed on 12th October, 1984 in the presence of Sub-Registrar BETWEEN the Seller and the Purchaser through Shri SURINDER PAL SINGH the representative of the Purchaser and by that the Seller had received Rs. 15000/- (Rupees fifteen thousand only) through Account Payees Bank Draft and vide the nominee clause of the said agreement contained in item 6, the Sale Deed is being executed in favour of Purchaser.

NOW THIS DEED WITNESSETH AS UNDER :-

1. That in pursuance of the aforesaid agreement and in consideration of the covenants hereunder and also in consideration of the sum of Rs. 1,50,000/- (Rupees one lac fifty thousand only) by the Purchaser to the Seller in the manner hereunder:-

(a) Rs. 15,000/- (Rupees fifteen thousand only) : Paid vide agreement Dt 12-10-84 through Account Payees' Bank Draft.

(b) Rs. 1,35,000/- (Rupees one lac thirtyfive thousand only)

Paid by the Purchaser through Account Payees' Bank Draft, No. PQW-234443 Dt 31-10-84 Drawn on PNB Doiwala

Total = Rs. 1,50,000/- (Rupees one lac fifty thousand only)

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200Rs.



: 5 :

the receipt whereof is acknowledged by Shri HARI SINGH (the Seller) as having received in full consideration and satisfaction, the seller do hereby convey, transfer and assign by way of absolute sale all that land morefully described in the Schedule hereunder, particularly in Red and marked by letters A B C D in the plan attached herewith which shall form an integral part of this Deed together with all the easements, privileges and appurtenances whatsoever held or enjoyed with the property or reputed to be enjoyed therewith and all the rights, titles, interests, claims or demands or whatsoever nature as possessed by the Seller unto the Purchaser absolutely and for ever.

2. That the Seller has delivered the physical possession of the property hereby sold in favour of the Purchaser. The Property hereby transferred is free from all encumbrances, charges, liens, claims and demands or attachments of any sort, either against any Govt dues or otherwise and the Seller has done no act whereby his right to transfer the same is in any way restricted. The Seller has unrestricted rights and is competent to transfer the same and his right subsists.

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: 6 :

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: 6 :

3. That the standing Corps and trees on the land hereby transferred will be the property of the Purchaser and the Seller has no claims, demands or any sort of other compensation against the standing crops and trees from the Purchaser. However, as agreed by both parties and as per the terms of agreement dated 12-10-84 the Compensation for the Crops of Toria (Oil Seeds) has been paid separately by the Purchaser to the Seller and the receipt of the same has been acknowledged by the Seller.

4. That the Property hereby transferred is under the personal cultivation of the Seller.

5. That the Seller does not belong to the Schedule Caste and is lawfully Competent to transfer the Property being sold in any manner whatsoever.

6. That all costs of this Sale Deed have been borne by the Purchaser.

7. That it is the liability of the Seller to pay all taxes, cesses and or any other amount due in respect of the property hereby transferred upto the date of Sale whereafter it shall be the responsibility of the Purchaser to pay the same.

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8. That the Purchaser will hereafter at all times be fully entitled to enjoy the said property in any manner he may like without any hinderance, interruption, claims or demand from the Seller or any person claiming under, through or in-trust for them and the Seller will at all times hereafter upon the request and cost of the Purchasers do and execute or cause to be done or executed all such acts, deeds matters and things whatsoever, as are possessed by the Seller for the better and more perfectly assuring the said property and every part thereof UNTO the Purchaser in the manner aforesaid as shall and may reasonably be required.

9. That if for any reason either on account of defect in the title of the Seller or his Competency to sell, the Purchaser suffers any loss or damage or is deprived of any right, title or interest in the property or the rights and privileges granted under the covenants, the Seller shall fully compensate the Purchaser including the improvements made by the Purchaser. The Seller shall keep the Purchaser fully indemnified against any loss.

10. That the nature/kind of land as per Revenue Record is Sakra Unirrigated.

11. That the annual Revens of the Property is Rs. 28.50 and the circle rate of the property for the purpose of Stamp Duty is Rs. 20,000/- maximum per acre as per the nature of land given in para 10 above, but the Sale Price being on higher side than the Circle Rate the Stamp Duty is paid thereupon.

सिद्धि


SCHEDULE OF THE PROPERTY HEREBY SOLD.

All that piece of agriculture land bearing Khasra No. 1200/236/1/1 measuring about 2.85 acres (15 Bighas approx;) situated in Village Mazri Grant (Lal Tappar) Pargana Parwa Doon Distt. DEHRA DUN, bounded and butted as under which is bifurcated by the DEHRA DUN Hardwar Road.

NORTH	-	Land of Shri Gurdas and Shri Sumer Chand.
SOUTH	-	Property of Lala Hari Kishan and L.Bimal Prasad.
EAST	-	Forest Land
WEST	-	Jakhan River

IN WITNESS WHEREOF the Seller has put down his signatures on the day, month and the year first above written in the presence of witnesses.

WITNESSES

1 
(R.K. Longani) Advocate
Court Compound, Dehra Dun

2 (Inder Jeet Singh) s/o Ram Singh
r/o, 9, Saharanpur Rd. D'DUN

Drafted by me and typed in my Chamber
under my dictation.

SELLER




(HARI SINGH)
A d v o c a t e