

## SALE DEED

1. Sale consideration

Rs. 5,00,000/-

Stamp Duty paid

Rs . 42,500/-

Area of the land hereby sold

9.40 acres

Land Revenue of the land sold

Rs. 94/-

5. Kind of land

SAKRA

Whether irrigated/unirrigated. ò.

Unirrigated

If Seller(s) Scheduled 7.

- The land is situated at Mazri Grant, Pargana Parwa Doon Distt. Dehra Dun outside Municipal Limits.
- The land hereby sold is agricultural land and is exempt from Urban Land ( Ceiling and Regulation) Act, 1976 and also the 9. 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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THIS SALE DEED is made on the day & C. COU. 1984

BETWEEN Shri UTTAM SINCH son of RAM KISHAN, RISHI RAM, GANGA

RAM, JRET SINCH and JOGINDER SINCH - all sons of

Shri UTTAM SINCH R/O Village Mazri Grant ( Lal Tappar ),

Pargana Parwa Doon, Distt. DANKA DUN, ( hereinafter called

the 'Sellers') of the ONE PART.

And

BIRLA YAMAHA LIMITED, A COMPANY REGISTERED UNDER COMPANY

ACT WITH ITS HEAD OFFICE AT DALAMAL HOUSE, NARIMAN POINT,

BOMBAY, (hereinafter called the 'Purchaser') of the

OTHER PART. Both the terms sellers and the Purchaser

unless expressely excluded or repugnant to the context, shall

include their respective heirs, legal representatives,

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administrators, successor-in-interest and assigns.

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with transferable rights in possession of a piece of agricultural land measuring about 9.40 acres (approximately 50 Bighas) bearing Khasra No.1200/266/1/3 situated in Village Mazri Crant, 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.

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

AND WHEREAS the Sellers, being the absolute owner of the

transfer the same in any manner whatsoever they may like.

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and whereas the said land is under the personal cultivation of the Sellers and the names of the Sellers have been found entered in the revenue records of Tehsil Dehra Dun in Khatauni of Village Mazri Grant, Pargana Parwa Doon, Distt. DEHRA DUN bearing Khata Khatauni No. 33 for the years 1388 - 1393 Fazil with a land revenue of Rs. 94/- 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.

AMD WHEREAS the Sellers on their own free will and consent have 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 ( .19 acre) and to this effect an

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agreement to sell was executed on 12th October, 1984 in the presence of Sub-Registrar BETWEEN the Sellers and the Purchaser through Shri SURINDER PAL SINGH the representative of the Purchaser and by that the Sellers had received Re.50,000/
(Rupees fifty 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 excluded 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. 5,00,000/- (Rupees five lakks only) by the

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(a)	Shri Uttam Singh	Paid Rs. 10,000/- (Ruppes ten thousand only) vide agreement dated 12-10-84 through account payees! Bank Draft.
(b)	Shri Rishi Ram	Paid Rs. 10,000/- (Rupees ten thousand only) vide agreement Dated 12-10-84 through account payees' Bank Draft.
(c)	Shri Ganga Ram	Paid Rs.10,000/- (Rupees ten thousand only) vide agreement Dt 12-10-84 through account payees' Bank Draft.
(d)	Shri Jeet Singh	Paid Rs.10,000/- (Rupees ten thousand only) vide agreement dated 12-10-84 through account payees' Bank Draft.
(e)	Shri Joginder Singh	Paid Rs.10,000/- (Rupees ten thousand only) through account payees Bank Draft.
(f)	Shri Uttam Singh	Rs. 90,000/- (Rupees Ninety thousand only) through account payees Bank Draft No. PQV 916572 Dt 31-10-84 drawn on PMB Doiwala.
(g)	Shri Rishi Ram	Rs.90,000/-( Rupees ninety thousand only) through Account Payees' Bank Draft No. PQV 916578 Dt 31-10-84 drawn on PNB Doiwala.
(h)	Shri Ganga Ram	Rs.90,000/- (Rupees ninety thousand only)

through Account Payees' Bank Draft No. PQV 916574 Dt 31-10-84 drawn PMB Doiwals.

(i) Shri Jeet Singh Rs.90,000/- ( Rupees ninety thousand only) paid by the Purchaser through Account Payees' Bank Draft No. PQV 916575 Dt. 31-10-84 drawn on PNB Doiwala.

(j) Shri Joginder Singh Rs.90,000/-(Rupees ninety thousand only) paid by the Purchaser through Account Payees! Bank Draft No.PQV 916601 Dt 31-10-84 drawn on PNB Doiwala.

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the receipt whereof is acknowledged by the above mentioned Sellers as having received in full consideration and satisfaction, the Sellers 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 ABCDE 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 therewith and all the rights, titles, interests, claims or demands of whatsoever nature as possessed by the Sellers unto the Purchaser absolutely and for ever.

2. That the Sellers have 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

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any Govt dues or otherwise and the Sellers have done no act

whereby their rights to transfer the same is in any way
restricted. The Sellers have unrestricted rights and are
Competent to transfer the same and their rights subsists.

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 corps and the trees from the Purchaser.
However, as agreed by both the parties and as per the terms
of agreement dated 12-10-84 the compensation for the crop of
Toria (Oil Seeds) has been paid separately by the Purchaser

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by the Seller.

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to the Seller and the receipt of the same has been acknowledged



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- 4. That the property hereby transferred is under the personal cultivation of the Sellers.
- 5. That the Sellers do 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 Sellers 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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fully entitled to enjoy the said property in any manner he may like, without any hinderance, interruption, claims or demand from the Sellers or any person claiming under, through or in trust for them and the Sellers 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 Sellers 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.

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- in the title of the Sellers or their Competency to sell, the furchaser suffers any loss or damage or is deprived of any right, title, or interest in the property or the right and privileges granted under the covenants, the Sellers shall fully compensate the Furchaser including the improvements made by the Furchaser. The Sellers shall keep the Furchaser fully indemnified against any loss.
- 10. That the nature/kind of land as per revenue record is Sakra un-irrigated.
- 11. That the annual revenue of the property is Rs.94/- and the circle rate of the property for the purpose of Stamp Duty is Rs.30,000/- maximum per acre as per the kind of land given in para 10 above, but the Sale Price being on higher side than the Circle rate the Stamp Duty is being paid thereupon.

## SCHEDULE OF THE PROPERTY HEREBY SOLD.

All that piece of agricultural land measuring about 9.40 acres (50 Bighas) bearing Khasra No. 1200/266/1/3 situated in Village Mazri Grant (Ial Tappar) Pargana Parwa Doon, Distt.

Diffica DUN, bounded and butted as under which is bifurcated by the Dehra Dun Hardwar Road.

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NORTH

Land of Shri Faqir Chand, Shri Roshan Lal, Shri Sita Rem and Shri Kanwar Singh.

SOUTH

Land of Shri Gurdas and Shri Sumer Chand

EAST

Forest Land

WEST

Jakhan river

IN WITNESS WHEREOF the Sellers have put down their signatures on the day, month and the year above written in the presence of the witnesses.

Sellers

(R.K. Longani) Advocate, Court Compound, DEHRA UN.

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( S. INDERJEET SINCH s/o S. Ramsings. R/O 9, Saharanpur Road, DEHRA DUN.

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

> > ( HART SINGH)

Advocate