



SALE DEED

1. Sale consideration Rs. 3,00,000/-
2. Stamp duty paid Rs. 25,500/-
3. Area of the land hereby sold 5.70 acres
4. Land revenue of the land sold 57.00
5. Kind of land SAKRA
6. Whether irrigated/unirrigated Un-irrigated
7. If Seller(s) Scheduled Caste NO
Tribe
8. The land is situated at Village Mazri Grant, Pargana Parwa Doon Distt. DEHRA DUN outside Municipal limits.
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.

6/1 5000Rs.



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THIS SALE DEED is made on the day 17th Nov. of 1984
BETWEEN Shri GURDAS son of Shri TILU resident of Village Mazri
Grant (Lal Tappar), Pargana Parwa Doon, Distt. DEHRA DUN and
Shri SUMER CHAND son of Shri TILU resident of Village Mazri Grant
(Lal Tappar), Pargana Parwa Doon, Distt. DEHRA DUN (hereinafter
called ' the Sellers') of the ONE PART.

A n d

BIRLA YAMAHA LIMITED, A COMPANY REGISTERED UNDER COMPANY ACT
WITH ITS HEAD OFFICE at Dalamat House, Nariman Point, BOMBAY
(hereinafter called the ' Purchaser') of the OTHER PART. Both the
terms sellers and the Purchaser unless expressly excluded or
repugnant to the context, shall include their respective heirs,
legal representatives, administrators, successors-in-interest
and assigns.

17/11/84
: 3 :

L. G. Gurdas

6/3 5000Rs.



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WHEREAS the Sellers are the exclusive owner Bhumidhar with transferable rights in possession of a piece of agricultural land measuring about 5.70 acres (30 Bighas approximately) bearing Khasra No. 1200/236/1/2 situated in Village Mazri Grant Pargana Parwa Doon, Distt. 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.

AND WHEREAS the Sellers, 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 they may like.

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 being Khata Khatauni No. 122 for the years 1388 - 1393 Fasil with a land revenue of Rs. 57.00 for the said land per annum. The above entries

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6/11 5000Rs.



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have been substantiated and ratified by proper endorsement by the Lekhpal of the relevant circle.

AND WHEREAS the Sellers on their own free will and consent have agreed to dispose of the above said agricultural land morefully given in the Schedule below to the Purchaser, at the rate of Rs.10,000/- per bigha (.19 acre) and to this effect an 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 Rs. 30,000/- (Rupees thrity thousand only) through account payees' Bank Drafts 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. 3,00,000/- (Rupees three lakhs only) by the Purchaser to the Sellers in the manner hereunder : -

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5/12-4-85

L. G. Das

6/5 3000Rs.



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|----------------------|--|
| (a) Shri Sumer Chand | Paid Rs.15,000/- vide agreement
Dt 12-10-84 through account payees'
Bank Draft. |
| (b) Shri Gurdas | Paid Rs.15,000/- vide agreement
dated 12-10-84 through account
payees' Bank Draft. |
| (c) Shri Sumer Chand | Paid Rs.1,35,000/- by the Purchaser
through account payees' Bank Draft
No. PQW 234450 Dt 8-10-84 drawn
on PNB Doiwala. |
| (d) Shri Gurdas | Paid Rs.1,35,000/- by the Purchaser
through account payees' Bank Draft
No. PQW 234449 Dt 31-10-84 drawn
on PNB Doiwala. |

Total Rs. 3,00,000/- (Rupees three lakhs only)

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 marked by letters A B C D in the plan attached
herewith which shall form an integral part of this Deed together with

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6/5 Gurdas

6/6 2000Rs.



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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 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 any Govt dues or otherwise and the Sellers have done no act whereby their rights to transfer the same are in any way restricted. The Sellers have unrestricted rights and are competent to transfer the same and their rights subsists.

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Gurdas

6/7 500Rs.



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3. That the standing crops 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 the 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 crop 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 are 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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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 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.

9. That if for any reason either on account of defect in the title of the Sellers or their 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 sellers shall fully compensate the Purchaser including the improvements made by the Purchaser. The Sellers shall keep the Purchaser fully indemnified against any loss.

10. The nature/kind of the land as per revenue record is SAKRA un-irrigated.

11. That the annual revenue of the Property is Rs. 57.00 of the land 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, but the Sale price being on higher side than in para 10 above the circle rate the Stamp Duty is paid thereupon.

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SCHEDULE OF THE PROPERTY;

All that of a /piece of agricultural land measuring about 5.70 acres (30 Bighas) bearing Khasra No. 1200/236/1/2 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 Uttam Singh, Rishi Ram, Ganga Ram, Joginder Singh and Jeet Singh.
SOUTH	Land of Shri Hari Singh
EAST	Forest Land
WEST	Jakhan river

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

WITNESSES

1. (R.K. LONGANI)
Advocate,
Court Compound,
DEHRA DUN.

2. (S.INDERJEET SINGH s/o Ram Singh
r/o 9, Saharanpur Road,
DEHRA DUN.

SELLERS

LG
Gandhi

गुरुदास

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

(Hari Singh)
Advocate