



SALE DEED

- Sale consideration Rs. 7,00,000/-1. 2. Stamp duty paid 59,500/-3. 13.17 acre area of the land herebysold 4. Land of revenue of the land 131.70 sold
- Kind of land SAKRA 5.
- Whether irrigated/unirrigated 7. If seller(s) Scheduled
- The land is situated in Village Mazri Grant, Pargana Parwa Doon 8. Distt. Dehra Dun outside Municipal limits.

UN_TRRIGATED

- 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.
- The sale consideration is for more than the circle rate value and 10. is according to the present prevailing market rate.

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SALE DEED

THIS SALE DEED is made on the day & November 1984

BETWEEN Shri FAQIR CHAND, ROSHAN LAL, SITA RAM, KANWAR SINCH
all sons of Shri CONDA RAM - all R/O Village Mazri Grant,

(Lal Tapper), Pargana Parwa Doon, Distt. DEHRA DUN (hereinafter called the 'Sellers') of the ONE PART.

And

BIRLA YAMAHA LIMITED, A COMPANY REGISTERED UNDER COMPANY ACT WITH THIS 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 included their respective heirs, legal representatives, administrators, successor-in-interest and assigns.

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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 13.17 acres (70 Bighas) bearing Khasra No. 1200/266/1/4 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.

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

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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. 366 for the years 1388 - 1393 Fasil with a land revenue of Rs. 131.70 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 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 the effect of 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 Rs. 70,000/-(Rupess seventy 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 :

That in pursuance of the aforesaid agreement and in L. F.I. kanoansw consideration of the covenants hereunder and also in consideration of the sum of Rs. 7,00,000/- (Rupees seven lakhs only) by the Purchaser to the Sellers in the manner hereunder.

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(a) Shri Faqir Chand Paid Rs.17,500/- vide agreement dated 12-10-84 through account payees Bank Draft.

(b) Shri Roshan Lal Paid Rs.17,500/- vide agreement dated 12-10-84 through account payees' Bank Draft.

(c) Shri Sita Ram Paid Ns.17,500/- vide agreement dated 12-10-84 through account payees' Bank Draft.

(d) Shri Kanwar Singh Paid Rs.17,500/- vide agreement dated 12-10-84 through account payees Bank Draft.

(e) Shri Faqir Ghand Paid Rs.1,57,500/- by the Purchaser through Account Payees Bank Draft No.PQW-234442 Dt 31-10-84 drawn on PNB Doiwala.

(f) Shri Roshan Ial. Paid Rs.1,57,500/- by the Purchaser through Account Payees' Bank Draft No.PQW-234443 Dt 31-10-84 drawn on PNB Doiwala.

(g) Shri Sita Ram Paid Rs.1,57,500/- by the Purchaser through Account Payees' Bank Draft No.PQW 234444 Dt. 31-10-84 drawn on PNB Doiwala.

(h) Shri Kanwar Singh Paid Rs.1,57,500/- by the Purchaser through Account Payees' Bank Draft No. PQW 234445 Dt 31-10-84 drawn on PNB Doiwala.

Total = Rs. 7,00,000/- (Rupees seven lakhs only)

the receipt whereof is acknowledged by the above mentioned sellers as having received in full consideration and satisfaction, the

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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 ABCD 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 any

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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.

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

L. I. Leawand Dated 12-10-34 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.

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- That the property hereby transferred is under the personal cultivation of the Sellers.
- That the Sellers do not belong to the Schedule Caste and is lawfully competent to transfer the property being sold in any manner whatsoever.
- That all costs of this Sale Deed have been borne by the Pur chaser.
- That it is the liability of the Sellers to pay all taxes, casses and or any other amount due in respect of the property hereby transferred up to the date of sale whereafter it shall be the respon-

1 .1.1 leansons bibility of the Purchaser to pay the same.

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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.

reflected.



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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 The Sellers shall improvements made by the Purchaser. keep the Purchaser fully indemnified against any loss.

10. That the nature/kind of the land as per revenue L. T. 1. Kanvansyl

record is SAKRA un-irrigated.

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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.

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SCHEDULE OF THE PROPERTY HEREBY SOLD.

All that piece of agriculture land bearing Khasra No. 1200/266/1/4 measuring about 13.17 acres (70 Bighas approx:) situated in Village Mazri Grant (Lal Tappar), Pargana Parwa Doon, District DEHRA DUN, bounded and butted as under which is bifurcated by the Dehra Dun Hardwar Road.

MORTH

Land of Shri Mor Singh, Gabar Singh, Devi Singh and Dalip Singh.

SOUTH

Land of Shri Uttam Singh, Rishi Ram, Ganga Ram, Jest Singh and Joginder Singh.

EAST

Forest Land

WEST

Jakhan river

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

SELLERS

(R.K Longari), Advocate

Court Compound, DEHRA DUN

(S.INDERJEHT SINGH s/o R/O 9, Saharanpur Road DEHRA DUN.

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

(HARI SINGH)

Advocate