



SALE DEED

...s deed of sale is made at Mussoorie on this the 31st day of March, 1990.

B E T W E E N

1. Sh Ajay Kumar, son of Late Sh. Ved Prakash.
2. Master. Subhagya Agarwal (minor), son of Sh. Ajay Kumar.
3. Master. Anirudh Agarwal (minor), son of Sh. Ajay Kumar.

All residents of KF-21, New Kavi Nagar, Ghaziabad (hereinafter called the 'Vendor') of the ONE PART:

A N D

Sh. Tarjeet Singh, son of Late S. Fritam Singh, resident of Sagar Bhawan, Kulri, Mussoorie (hereinafter called the 'Vendee') of the OTHER PART;

WHEREAS according to family settlement dated 16 Sept 1987, the present Vendor were declared the absolute owners of the property known as Sylverton Estate, Mussoorie excluding some portion thereof mentioned in the said family settlement.

Handwritten signature: Arun Agarwal -Contd....2/-

Face of Stamp.....
Denomination sold..... 100/-
In favour of..... राजीव शर्मा
Through.....

Treasurer

Secretary Sub-Treasurer

क्रमांक 18,500/- 21/10
दिनांक 1960-00 दिनांक 5-00 दिनांक 20-00
रकम कागज 1200

श्री अजय कुमार
पुत्र श्री स्व. वेदप्रकाश
निवासी के.ए. 2/ न्यू क्वार्टर, गान्धीवाड़ा
ले आन विवांक 31/3/60 को
समय मध्य 4/3 बजे
कार्यालय उप निबन्धक
देहली में प्रस्तुत की

Handwritten signature

Handwritten signature

इस लेख पत्र का निष्पादन व
विक्रय धन रु. 18,500/- राजीव शर्मा
में से रु. से समक्ष
प्राप्त करके उक्त श्री अजय कुमार
को हस्तान्तरित किया।





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Thus they are the exclusive owners of a major part of the said Estate; and

WHEREAS the Vendor No.1 is the father and natural guardian of the Vendors No.2 and 3, and is fully competent and has power and authority to dispose off their share in the said property and execute this sale deed on their behalf also; and

WHEREAS the Vendor No.1 for himself and on behalf of Vendor No.2 and 3 has agreed with the Vendee to sell transfer a plot of land admeasuring 127 Sq. Mts (more or less) forming part Sylerveton Estate, Mussoorie in their exclusive ownership for a total sale consideration of Rs.18,500/- and the Vendee has agreed to purchase the same for the said consideration mentioned herein below, free from all encumbrances, liens, charges, demands, attachments, and litigation etc.

SO NOW THIS DEED IN WITNESSETH AS FOLLOWS:-

1. That in crusance of the said agreement and for the sale consideration of Rs.18,500/- (Rs. Eighteen thousand five hundred) only. received by the Vendor No.1 for self and on behalf of Vendor No.2 and 3 from the Vendee vide cheque



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3. That the vacant physical possession of the plot hereby sold is being handed over today to the Vendee by the Vendor No.1. From this day the Vendee shall use and enjoy the plot of land as his sole property without any interference and disturbance from the Vendors or any one claiming under them or any other person whatsoever.
4. That the Vendor No.1 for self and on behalf of Vendors No.2 and 3 does hereby declare and give assurance that they have a good marketable title to the property hereby sold and the Vendor No.1 does hereby also give assurance that he has full power and authority to dispose off his share in the property and has power and authority to execute this sale deed on behalf of the Vendor No.2 and 3 for their share.
5. That the property hereby sold is free from all encumbrances, mortgage, Bank loan, litigations, adverse possession family dispute etc. of any nature. If for any defect in the title of the Vendors to sell this property or if for any proceedings challenging the power and authority of the Vendor No.1 to execute the sale deed on behalf of the Vendors No.2 and 3, the Vendee or any person claiming under him faces any loss, or the property or any portion



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thereof is lost by the Vendee, the Vendor No.1 indemnifies the Vendee against any such loss or losses, which shall also include ~~the~~ expenses incurred by the Vendee in making development/constructions over the plot of land hereby sold.

6. That the Vendor No.1 (and the Vendor No.2 and 3 when they become major and competent to contract) shall at the cost of the Vendee or any one claiming under him, do or execute, and cause to be done or executed all such acts, deeds, and things reasonably required for more fully assuring the said property to the Vendee.

7. That it is hereby declared that the Vendors or any one claiming under them shall have no objections to any constructions made at any future time by the Vendee on the plot of land hereby sold provided that the said construction does not ~~obstruct~~ obstruct in the beneficial use of the remaining property of the Vendors.

8. That the plot under sale is a hillyland and the same is situated within the limits of Municipal Board, Mussoorie. As there is no construction on the said plot, it has not been assessed by the Municipal Board for the

[Signature]
Contd....6/-



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purposes of taxation. The market value of the said plot is not more than Rs.15,000/- but the stamp duty is being paid on the actual sale price of Rs.18,500/-.

9. That it is hereby declared that the terms "VENDOR" used in this deed shall mean to include the legal heirs, successors, assigns, administrators, executors, and attorney etc of Vendor No.1 and the legal heirs, guardians, legal representatives, successors, administrators, executors of the Vendors No.2 and 3 and the term "VENDEE" used in this deed shall mean to include his legal heirs, successors, assigns, legal representatives, attorney etc whenever and wherever the context so requires for the best interpretation of the covenants contained in this deed.

SCHEDULE OF THE PROPERTY HEREBY SOLD:-

All that plot of land admeasuring 127 Sq. Mts (approx) or 1364 Sq. Ft in Sylverton Estate, Kulri, Mussoorie, district Dheradun which is butted and bounded as follows:-


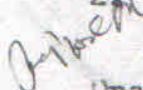
Devy Ag... Contd...7/-

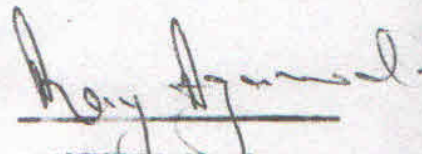
- NORTH: Shanti Niwas (side measuring 30 ft.)
SOUTH: Public road (Kinraig bridle path).
EAST: Land of Sylverton Estate (side measuring 58 ft.)
sold to S. Paramjeet Singh.
WEST: Land of Sylverton Estate (side measuring 46 ft.)

The said plot is shown by the letters A-B-C-D in the site plan annexed to this deed and delineated in red line.

In witness whereof, the Vendor No.1 has signed and executed this deed for self and as gaurdian on behalf of Vendors No.2 and 3 on the date, month and year first above mentioned in presence of the following witnessess.

WITNESSES:

1. 
DAVINDER S. KALRA
S/o GURCHARAN S. KALRA
2. 
MADRAS CAFE, KULRI, MUMBAI
Rajpal Rawat S/o S. D. S. Rawat
Land in Use Estate Firm



VENDOR No.1
for self and on
behalf of Vendors
No.2 and 3.

Drafted by me as per the instructions of Vendor No. and typed in my office.


(ALOK MEHROTRA)
ADVOCATE).

PART SITE PLAN OF SYLVERTON

ESTATE MUSDOORIE.

SCALE 10' = 1"

NOTE:- THE BOUNDARY OF SOLD PORTION HAS BEEN MARKED BY LETTER'S 'ABCD' & BY RED RIBAND.

SOLD OPEN AREA = 1364 SqFT OR 127 SqM

SOLD BY: SH. RAJAI AGARWAL

SOLD TO: SH. TARJEET SINGH

DRAWN BY:

~~Rajai~~ Agarwal



SIGN. OF SELLER

Tarjeet Singh

