

106/2005
SALE DEED

Consideration-----Rs. 17,20,000/=

Market value on which stamp duty is paid-----Rs. 2,27,00,000/=

No. of stamp sheets----- 115

Stamp Duty- Rs. 22,70,000/= including Avas Vikas Duty

WHEREAS I/WE---

SHRIMATI SHAKUNTLA JAIN w/o. Late Shri Hemender Prasad Jain r/o.
Jabar Khet, Tehri Road, Mussoorie

am/are the sole/joint proprietors of the property detailed in the end also in
the possession of the same, do hereby sell to ---

MRS. VINITA SINGH wife of Shri Randhir Singh r/o. 3, Shanti Farm,
Sahoorpur, Mehrauli, New Delhi

for consideration of Rs.- 17,20,000/= received as mentioned in the deed.

The property is free from all encumbrances.

DETAILS OF THE PROPERTY-

All that property known as part of
Compartment nos. 5,6,7 and 8 above Tehri Road,
having total area of 13.76 Acres with old structures
in dilapidated condition, forming part of Jabar
Khet Estate, Mussoorie,

Vinita Singh
VENDEE

श्रीमती शकुन्ता जैन
VENDOR



1-10-1971
507
Treasary, Mussorie
Dehra Dun.

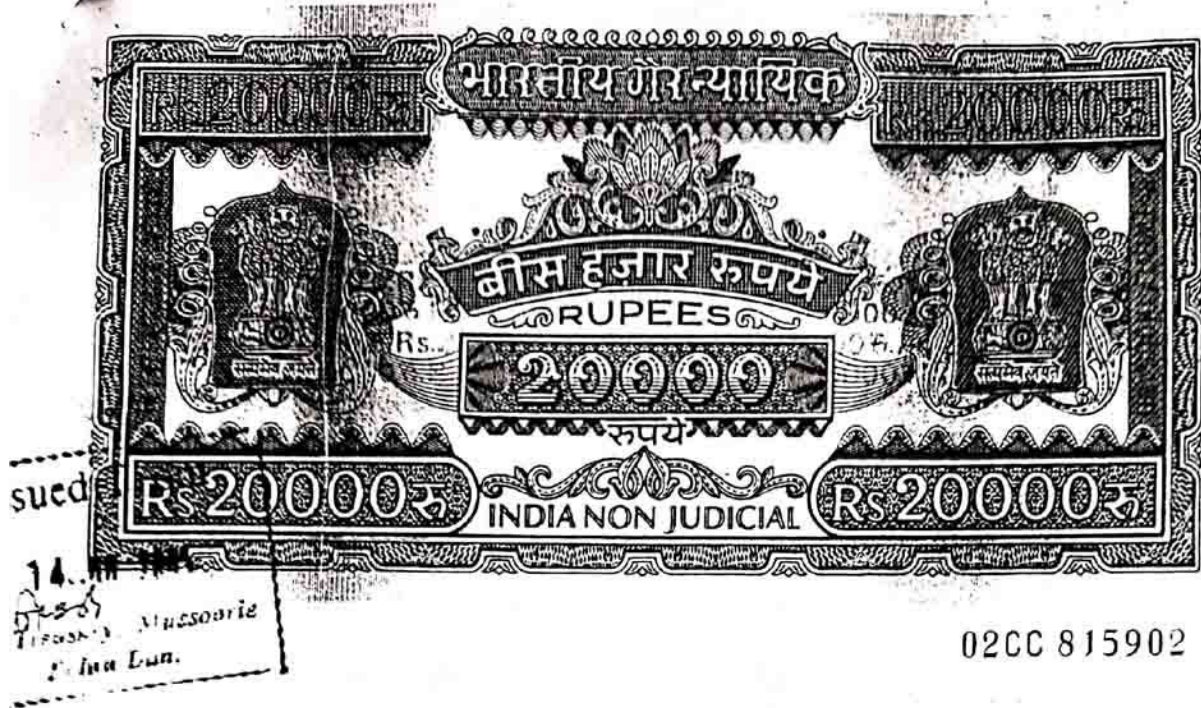
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And

MRS. VINITA SINGH wife of Shri Randhir Singh resident of 3, Shanti Farm, Sahoorpur, Mehrauli, NEW DELHI. (hereinafter called the 'VENDEE') of the other party;

WHEREAS the expressions 'Vendor' and 'Vendee' used in these presents, unless repugnant to the context of the conveyance, shall mean and include their respective heirs, legal representatives, administrators, executors, nominees, successors and assigns etc.

21/9/71
Vinita Singh



WHEREAS Lala Parmanand Jain son of Lala Budhu Mal and Lala Ram Prasad Jain purchased the property/estate having total area of 922 Acres, situated at MUSSOORIE, bounded and butted as under:-

North:- Boundary Line Tehri Estate

South:- Property of Gurudwara Sahib, Dehra Dun

East :- Boundary Line Tehri Estate

West :- Landour Cantonement

vide sale deed dated 14.4.1929 registered as no. 289 in book no. I volume 175 on pages. 389 to 391 on 15.4.1929 in the office of Sub Registrar, Dehra dun;

श्री राम प्रसाद

Vinil Singh



भारतीय गैर न्यायिक
Public Treasury, Mussorie
Dehra Dun.

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AND WHEREAS the said Lala Parmanand Jain died in the year 1937 leaving behind his only son Lala Ram Prasad and three grand sons, namely Lala Narender Prasad Jain, Lala Jinender Prasad Jain and Lala Hemender Prasad Jain;

AND WHEREAS Lala Ram Prasad Jain also died in the year 1947 leaving behind his three sons mentioned above and five grand sons, namely Rajesh Kumar, Rakesh Kumar, Dinesh Kumar and Ajay Kumar (all sons of Lala Narender Prasad Jain and Vipul Jain son of Shri Jainender Prasad Jain;

21-11-1947
V. S. Jain



14.

14.
750
treasury, Mussorie
Dehra Dun.

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AND WHEREAS a family settlement took place amongst the said heirs of Lala Parmanand Jain and Lala Ram Prasad Jain on 21 October, 1969 and thereafter a declaratory suit no. 204 of 1969 Lala Narender Prasad Jain & another versus Lala Jinender Prasad Jain and others was filed in the court of District Judge, Dehra Dun. In the aforesaid suit the parties arrived at a compromise and accordingly the suit was decreed in terms of compromise on 3.3.1970;

21 Oct 1969
Vishal Singh



Issued

Rs 20000

INDIA NON JUDICIAL

Rs 20000

11 JUL 1985
Sub Treasury, Mussoorie
Dehra Dun.

02CC 815897

AND WHEREAS in pursuance of the said compromise and decree of the court, the property known as Compartment nos. 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 and four shops Rock Ville Shops three storied, situated at Jabar Khet, Mussoorie came in share of Shri Hemender Prasad Jain. The said compartment nos. were given new numbers as 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.

AND WHEREAS Sri Hemender Prasad Jain died on 09.01.1985 leaving behind his wife Smt. Shakuntla Jain, who succeeded the said property of Late shri Hemender Prasad Jain being his only heir and the said property was mutated in favour of Smt. Shakuntla Jain - the vendor as lawful owner of the said property;

21 अगस्त 1985

Vinit Singh



14. III. 1995
Sub Treasury, Mussoorie
Dehra Dun.

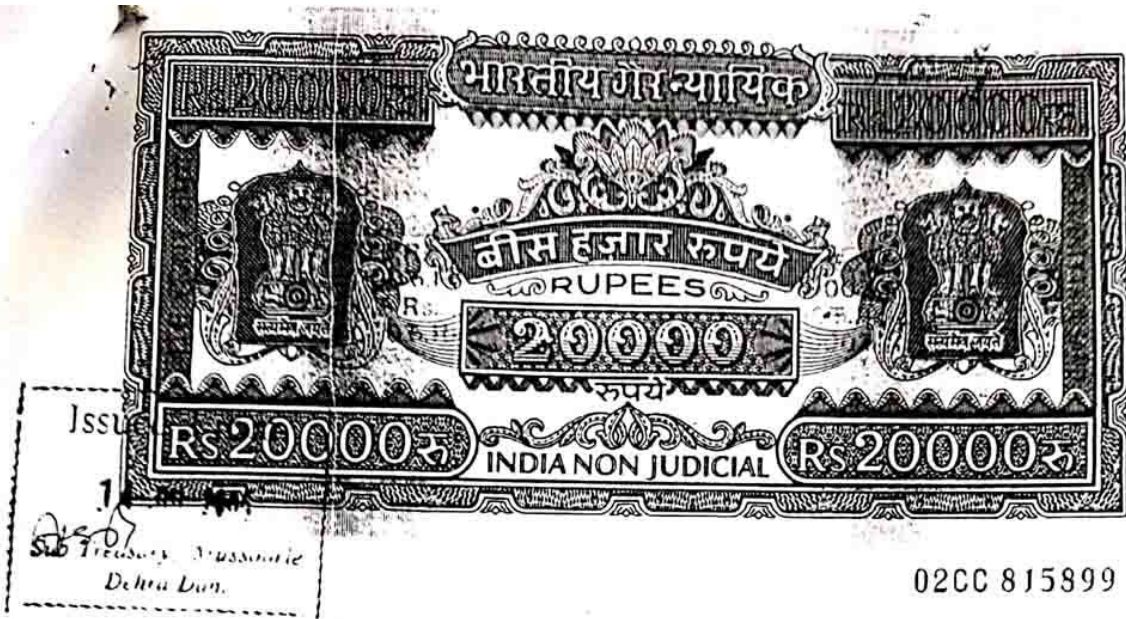
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AND WHEREAS the vendor is lawful owner and in occupation of the said property situated at Jabar Khet, Mussoorie and she has right and is fully empowered and entitled to dispose off the said property or to deal with the same;

AND WHEREAS the VENDOR has agreed to sell and the VENDEE has agreed to purchase the property known as part of Compartment nos. 5, 6, 7, and 8 above the Tehri Road, having total area approximately 13.76 acres with old structures in dilapidated condition, forming part of Jabar Khet Estate, MUSSOORIE, more fully described in the schedule at the foot of this deed, for a total sale consideration of Rs. 17,20,000/= (Rupees Seventeen Lacs and Twenty Thousand) only and the VENDEE has also agreed to purchase the same on the terms and conditions mentioned hereinbelow:-

21. 3. 1995

Handwritten signature

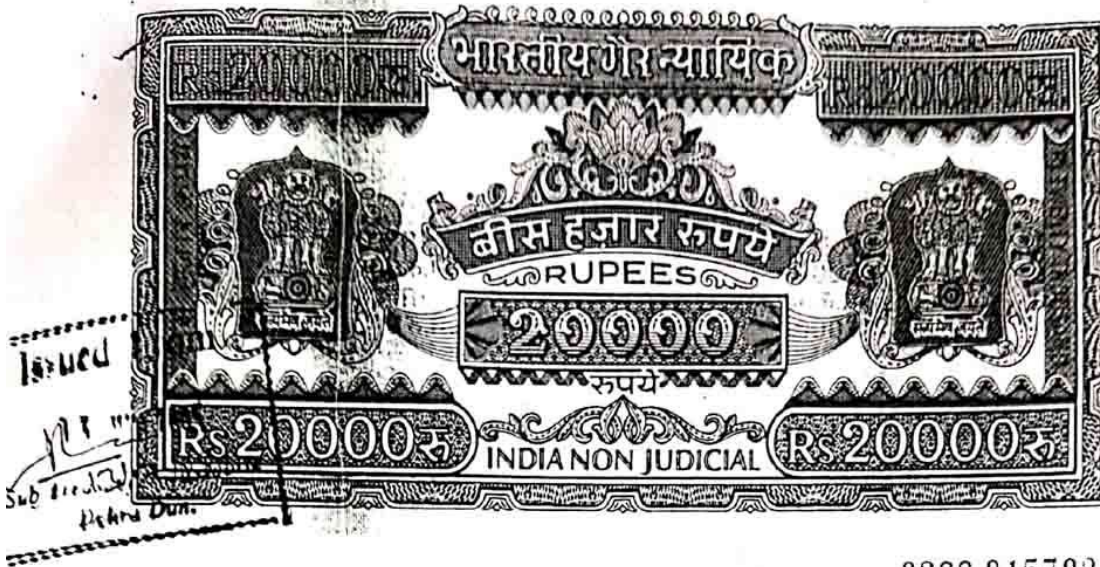


NOW THIS DEED WITNESSETH AS UNDER:

1. That in pursuance of the said agreement and in consideration of a sum of Rs. 17,20,000/= (Rupees Seventeen Lacs and Twenty Thousand) only paid by the vendee to the vendor as under:-

a). Rs. 8,00,000/= (Rupees Eight Lacs) only vide cheque no. 428524 dated 10.05.2005 payable at Syndicate Bank, New Delhi, encashment of which is admitted and acknowledged by the vendor; and

2. *[Handwritten signature]* *[Handwritten signature]*

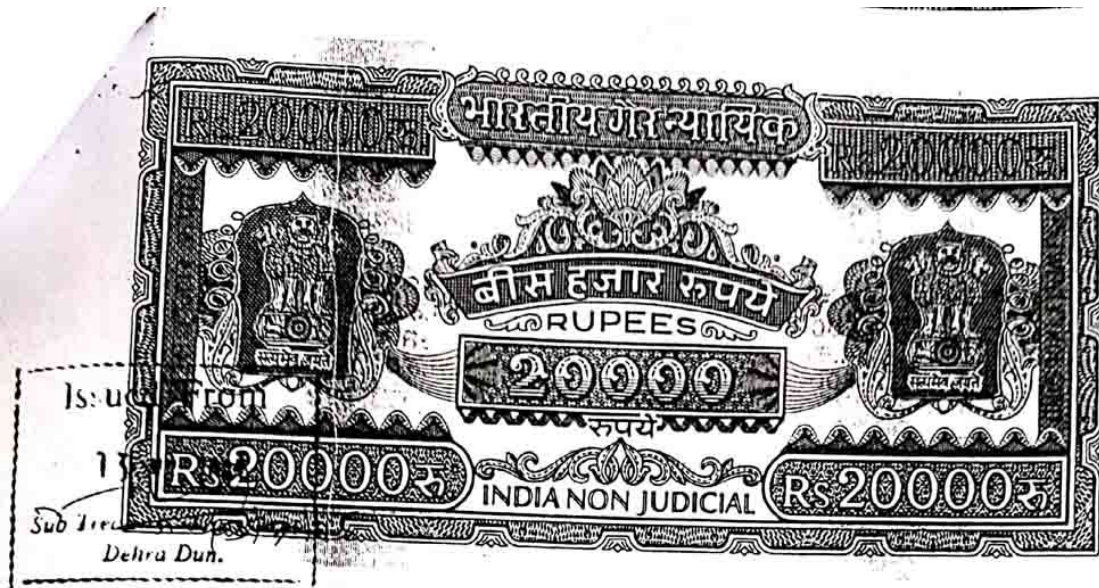


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b). Rs. 9,20,000/= (Rupees Nine Lacs and Twenty Thousand) only vide bank draft no. 010241 dated 12.07.2005 payable at Syndicate Bank, Dehra Dun,

and the entire sale consideration is hereby admitted and acknowledged by the vendor, the Vendor doth hereby convey, grant, sell, release and transfer by way of Absolute sale all that property known as part of Compartment nos. 5,6,7, and 8 above the Tehri Road, having total area approximately 13.76 acres with old structures in dilapidated condition, forming part of Jabar Khet Estate,

श्री ०२०११
Vishal Singh

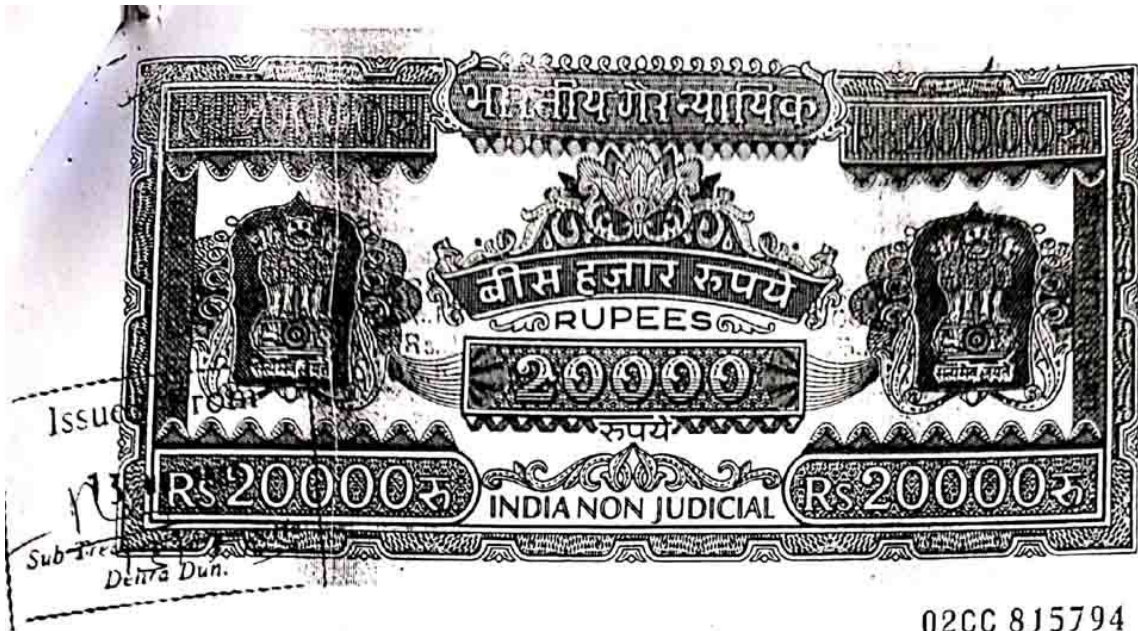


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MUSSOORIE, more fully described in the schedule at the foot of this deed, in favour of the Vendee with land, all rights, paths, passages, easementary rights, water courses, trees, shrubs, mines, minerals, liberties and privileges appertaining to the said property with clear title, claims, interest, rights and demands etc., TO HAVE and TO HOLD the said property and every part thereof unto the Vendee without any interference and disturbance whatsoever from any side.

2. That the Vendor has withdrawn her possession from the said property under sale and has delivered actual, physical and vacant possession of the property under sale to the vendee, which is admitted and acknowledged by the vendee. The vendor is left with no objection or interest with the demised property in any way.

अनुमोदित
कृत संजय



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3. That the vendee shall be liable to pay taxes, and dues etc. in respect of the said property under sale from the date of this deed and any taxes, charges and dues in respect of the said property under sale prior to this date shall be the liability and responsibility of the Vendor.

4. That the Vendor shall at the cost of the person so requiring reasonably do all acts, deeds and things in order to assure the said property and its lawful possession to the Vendee more fully.

21/01/2017

Vinod Singh

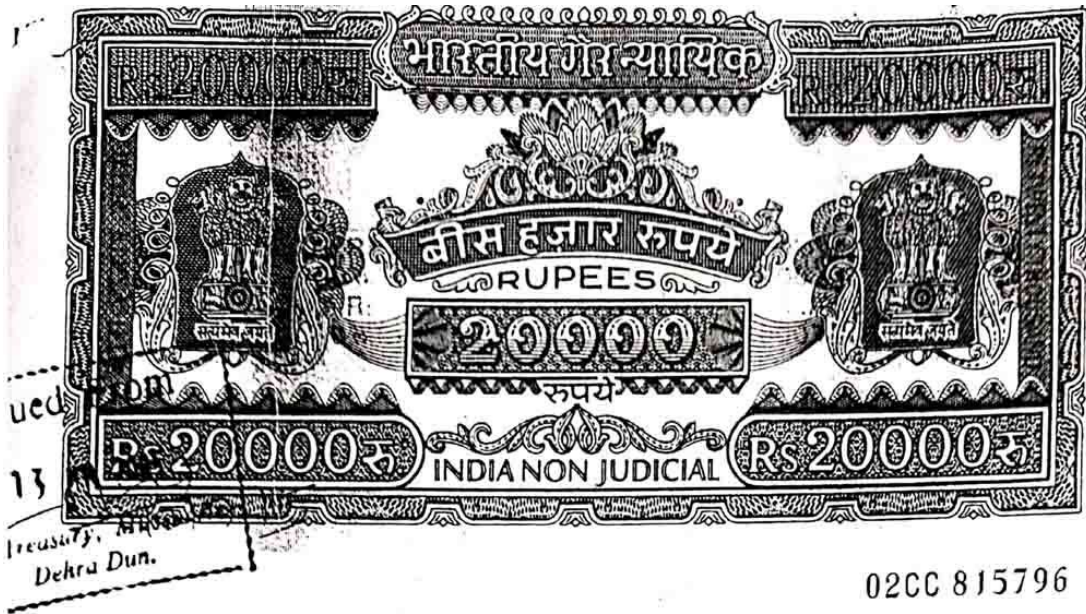


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5. That the Vendor hereby gives assurance and declares that she has a good marketable title, power and authority to sell the said property under sale, which is free from all encumbrances, liens, charges, demands, attachments, acquisition, court injunctions and mortgages etc. In case of any defect in the title of the Vendor or his power/ authority to sell the said property, the said property or any part of the same is lost to the Vendee or the Vendee suffers any loss on this account, the Vendor shall indemnify the Vendee fully. It is hereby made clear by the vendor that no part of the said property under sale has been acquired to the best of her knowledge and no claim has been received by her. In case it is found that any part of the said property was acquired prior to this deed of sale, the vendee shall be entitled and is authorized to get such claim and the vendor shall have no right to claim such compensation.

21/11/2021

Vinit Singh



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6. That the said property shall be quietly entered into and upon and used and its usufruct enjoyed in any manner by the Vendee without any interference from any person claiming under the Vendor or from any other person whosoever.

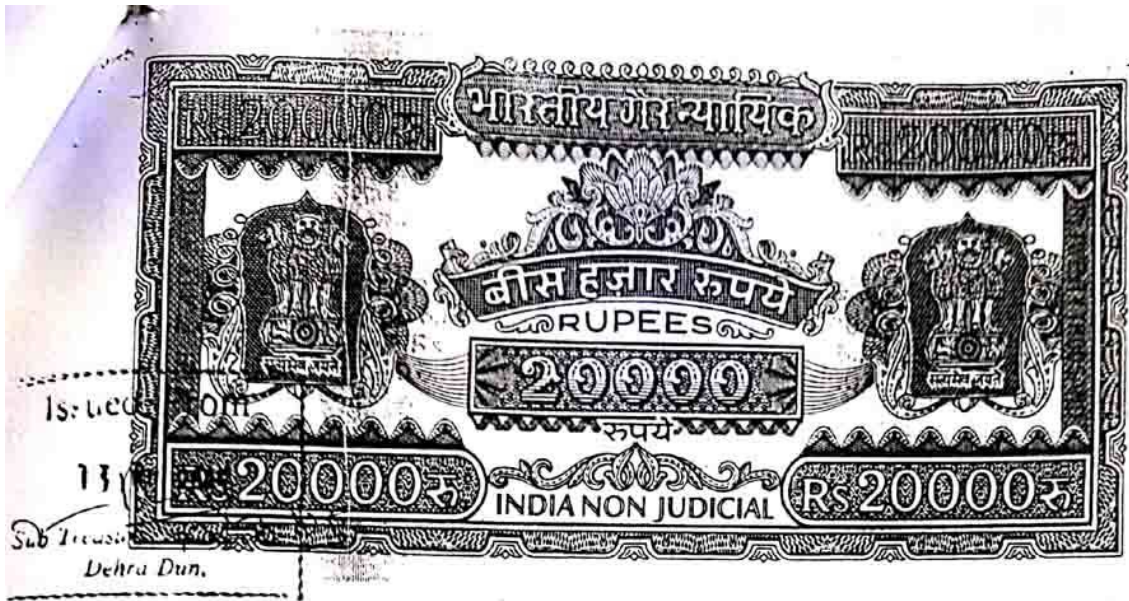
7. That the Vendor never leased out the property under sale or any part thereof to any other person and it was in possession of the vendor.

8. That the Vendee shall have right to get his name mutated in the records of Municipal Board, Mussoorie and the Vendor shall help the Vendee for the same.

9. That all the expenses of the sale deed are and will be borne by the Vendee.

21/4/2017

Veil Singh



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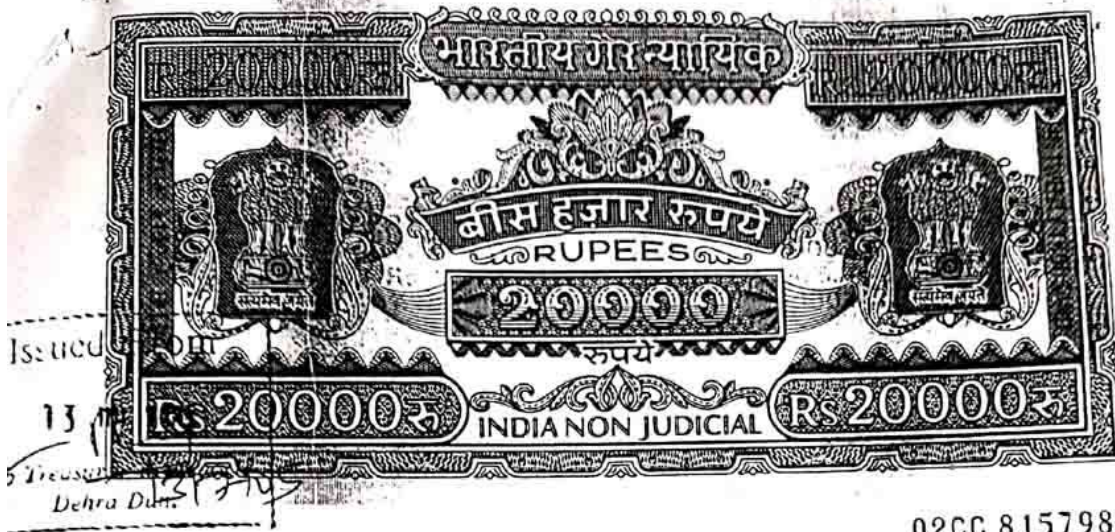
10. That the vendor has delivered copies of sale deed and other relevant documents of the said property to the vendee.

11. That the total area of the said property under sale is more or less 13.76 acres or 55683 sq. meters, out of which area of the old structures is 279 sq. meters, which are more than one hundred years old.

21/11/11

Vinit Singh





12. That the said property is situated in Municipal limits of Mussoorie. The land under sale is hilly, sloppy and undeveloped and the same has been declared as private forest. The said property is more than five kilometers away from main bazaar and there is no *abadi* nearby. The circle rate of forest land situated at Mussoorie, as fixed by the district authorities for the purposes of stamp duty, is Rs. 450/= upto 50 meters from the road and Rs. 350/= per sq. meter after 50 meters. The structures are more than one hundred years old and construction is ordinary and in



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dilapidated condition. On the basis of the said rates fixed by the district authorities, the market value of the said property under sale comes to Rs. 2,27,00,000/=. The said value on the basis of circle rates is very high and beyond imagination. The actual value and the total sale consideration of the said property under sale is Rs. 17,20,000/=. The stamp duty has been paid on the highest value of Rs. 2,27,00,000/=.

13. That the land under sale is freehold.

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Vijit Singh



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SCHEDULE OF THE PROPERTY UNDER SALE: -

All that property known as part of Compartment nos. 5, 6, 7, and 8 above the Tehri Road, having total area approximately 13.76 Acres with old structures in dilapidated condition, forming part of Jabar Khet Estate, MUSSOORIE, District Dehra Dun bounded and butted as under:-

North-East :- Mussoorie Municipal Forest
South-West :- Mussoorie Tehri Road
South-East :- Others land
West :- Mussoorie Tehri Road

The said property is more specifically shown and delineated in RED COLOUR in the site plan annexed to this deed.

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Vinil Singh

