2000Rs.
5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

5. That the vendors shall pay all the rates, taxes and any other dues in respect of the said property upto the date of sale deed and henceforth the liability of the same will be of the Purchaser;

6. That the Vendors do hereby further agree with the Purchaser that the said estate shall be quietly entered into and upon and

.....12

5000Rs.

INDIA NON JUDICIAL

५००० रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

deeds and things, whatsoever, for further and more perfectly conveying and assuing the said estate and every part thereof to the Purchaser and placing it in possession of the same according to the true intent and meaning of this deed.

4. That the Vendor hereby also agree to save harmless and keep indemnified the Purchaser from and against all losses, damages, costs and expenses which it may sustain or incur by reason of any claim being made by any body whosoever to the said estate;

.....11

2000Rs.

5000F

INDIA NON JUDICIAL

५००० रु.

Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

THIS DEED OF SALE is made this 18th day of Aug., 1986 by (1) Shri David Paul, S/o Shri Louis Paul, R/o 26, Inder Road, Dehra Dun and (2) Shri Sanjay Ahuja, S/o Shri Tejasvi Kumar Ahuja, R/o 7 Negi Road, Dehra Dun (hereinafter called "the Vendors") of the one part in favour of the Diamond Resorts Pvt Ltd., a company duly incorporated vide Certificate of the Registrar, Kanpur, bearing No.8032 of 1986, having its registered office at 63 Gandhi Road, Dehra Dun, through its Director, Shri Vipul Ahuja (hereinafter called "the Purchaser") of the other part;

.....2

कोषागार, देहरादून
एक कई स्टाम्प मूल्य 50000/-
का बदरज Diamond Resorts Private limited 62 Gra
..... को दिया
Dehradun

दिनांक 18/7/86 स्टाम्प विक्रेता

आमवार प्रमाणक दो किता आमवार सन्धिकारी ए.व
दि. 8-5-86 प्रस्तुत किया
फी - फीस राशि - प्रति शुल्क - योग - शेष लगभ
6,00,000/- 25/- 9/- 260/- 1600

श्री डेविड पाल
पुत्र श्री लुईस पाल
निवासी 26 इन्द्र रोड देहरादून
ने आज दिनांक 18-8-86 को
समय मध्य 2/3 बजे
उपनिबन्धक देहरादून में प्रस्तुत की।

उपनिबन्धक
देहरादून 18/8-

5000Rs

INDIA NON JUDICIAL

५०००रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

WHEREAS, the Vendors are owners of the property known as "ROSEMARY COTTAGE ESTATE" Mussoorie, more fully described in the body of this deed (hereinafter called "the said property"), by virtue of the sale deed dated 2.11.1983,

.....3

5000R

INDIA NON JUDICIAL

५००० रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

having been executed in their favour

by the Administrator, General, U.P.

Allahabad and registered at No.108/83

in Book No. I, Volume 106, at pages

244 to 250 on 11th Nov., 1983, in the

office of the Sub-Registrar, Mussoorie;

.....4

5000Rs

INDIA NON JUDICIAL

५०००रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

AND WHEREAS, the Vendors are in proprietory possession of the said property;

AND WHEREAS, the Vendors agreed to sell the said property to the Purchaser for a sum of Rs.6.0 lakhs (Rupees six lakhs) only under Agreement dated 5.7.1986;

.....5

5000Rs.

INDIA NON JUDICIAL

५०००रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

AND WHEREAS the Annual Lotting value of the said property and determined by the City Board, Mussoorie is Rs.1875/- per annum;

AND WHEREAS, the market value of the said property is Rs.6.0 lakhs;

.....6

INDIA NON JUDICIAL

५००० रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

AND WHEREAS, the said property does not fall within the ambit of Act 33 of 1976;

AND WHEREAS, the Vendors have obtained clearance certificate from the Income Tax Department;

AND WHEREAS there is now no impediment in the matter of sale;

NOW THIS DEED WITNESSETH AS HEREUNDER:-

1. That in pursuance of the said Agreement and in consideration of the sum of Rs.6.0 lakhs, out of which the Vendors have already received

....7

5000Rs.

INDIA NON JUDICIAL

५000रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

a sum of Rs.5.50 lakhs (Rupees Five Lakhs Fifty thousand only), as detail d hereunder:- (1) Rs.1,50,000/- vide cheque No.12 606205/453/86 dated 4.7.1986 (2) .12 Cheque No.606206/454/86 dated 4.7.1986 for Rs.2,00,000/- (3) Rs.1,00,000/- vide cheque No.136803 dated 8.7.1986 and (4) Rs.1,00,000/- vide Cheque No.136804 dated 8.7.86, all drawn on Punjab & Sind Bank, Amrit Kaur Road, Dehra Dun, the receipt of which the Vendors hereby acknowledge and the balance of Rs.50,000/- paid by the Purchaser to the Vendors at the time of presentation of this deed, receipt whereof the Vendors also admit and acknowledge in full satisfaction of the sale consideration, the Vendors do hereby sell, transfer, convey and assign to the Purchaser, free from all encumbrances, the entire "ROSEMARY COTTAGE ESTATE", Mussoorie, having an area of 2.66 acres (10769.0 Sq. Metres), bounded and butted on the East: Charleville Road,

.....3

2000Rs

5000Rs.

INDIA NON JUDICIAL

५000रु.

Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

West: Property of Naresh Kumar and Trilok Chand, North: Waverly Convent & Oakhley Cottage, and South: Convent Road, situate at Mussoorie, District Dehradun, with all the buildings (in dilapidated condition), outhouses, fittings and fixtures and land appurtenant thereto or howsoever otherwise and the said property, estate messuages, hereditaments, and premises now are or hereafter were or was situate called, known, numbered, described or distinguished, together with all ways, easements, liberties, privileges, advantages and appurtenances, belong thereto and all benefits of paths, passages, drains, appendanges and appurtenances whatsoever to the said estate belonging or in any way appertaining or usually held or occupied therewith, or reputed to belong or be appertenant thereto and all the estate,

.....9

5000Rs.

INDIA NON JUDICIAL

५000रु.

Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

rights, title, interest, claim and demand, whatsoever or howsoever of the Venders hereby transfer and every part thereof to have and TO HOLD the same unto and to the use of Purchaser absolutely and for ever;

2. The Vendor has delivered actual vacant physical possession of the said estate to the Purchaser;

3. That the Venders do hereby agree with the purchaser to do and execute or cause to be done and executed, all such lawful acts,

.....10

5000Rs.

INDIA NON JUDICIAL

५००० रु.

Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

enjoyed and the rents, profits and other benefits received therefrom either purchaser without any interruption and disturbances by the Vendors or any person claiming through them and without any lawful disturbance or interruption by any other person whosoever;

7. That the property hereby sold and described in para I, above, for greater clearness has been shown in Red in the accompanying plan and the same will form an integral part of this deed;

....13

5000Rs.

INDIA NON JUDICIAL

५०००रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

8. That the sale deed has been signed by Vendor No. I on his own behalf and on behalf of Vendor No.2 as his duly constituted Attorney vide deed dated 18.7.1986 duly registered in the office of the Sub-Registrar, Dehra Dun;

9. That the Purchaser shall have a right of way through the existing roads and passages

.....14

passing through the said estate;

PROVIDED ALWAYS that it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained, the expression 'Venders' herein used in this deed shall include their successors in office, assigns

.....15

5000Rs

INDIA NON JUDICIAL

५०००रु. Rs 5000

सत्यमेव जयते

भारत

पाँच हज़ार रुपये FIVE THOUSAND RUPEES

8. That the sale deed has been signed by Vendor No. I on his own behalf and on behalf of Vendor No. 2 as his duly constituted Attorney vide deed dated 18.7.1986 duly registered in the office of the Sub-Registrar, Dehra Dun;

9. That the Purchaser shall have a right of way through the existing roads and passages

.....14

2000Rs.

INDIA NON JUDICIAL

२०००रु.

Rs 2000

सत्यमेव जयते

भारत

दो हजार रुपये

TWO THOUSAND RUPEES

and the expression 'Purchaser' shall include its respective heirs, legal representatives, successors, assigns, Administrators and Executors.

IN WITNESS WHEREOF the Vendors have signed and executed this deed on the date, month and year first above mentioned.

VENDORS:

1) David Paul for self and for and on behalf of Vendor No.2 as his duly constituted attorney

WITNESSES:

1. [illegible]

2. Shanil Bala
Advocate

Drafted by me and typed in my Chambers.

[illegible]
(H.N. [illegible])
ADVOCATE
11-A Hall Road, Dehra Dun

कोषागार, देहरादून
एक पर्ची ... मू. 2000/-
का भुगतान Diamond Resorts Private Limited
..... को दिया Dehra Dun —

Sy

दिनांक 18/7/86 स्टाम्प विक्रेता

4/1878.

1.49
1.71

6310

बही सं. — 1 ... जिल्द 2.5.6 ... के पृष्ठ 75/100
पर क्रम सं. 1 जिल्द ... के हल
सं. सं. 66307 पर आज दि. 18/8/86 ई. को रजिस्ट्री की गई।

S.R.