



189/91

S A L E - D E E D

This deed of sale is made at Mussoorie on this the
6 th. day of May, 1991

B E T W E E N

1. Sri Ajay Kumar, son of Late Sri Ved Prakash;
 2. Master Subhagya Agarwal (Minor), son of Sri Ajay Kumar;
 3. Master Anirudh Agarwal (Minor), son of Sri Ajay Kumar;
- all residents of KP-21, Kavi Nagar, Ghaziabad (U.P.) at present residing at Sylverton Estate, Mussoorie (hereinafter called the 'VENDORS') of the ONE PART;

A N D

Sri Hem Kumar Juyal, son of Sri Urbi Dutt Juyal,
resident of Sylverton Cottage (Annexe), Sylverton Estate,
Kulri, The Mall, Mussoorie (hereinafter called the 'VENDEE')
of the OTHE R PART;

WHEREAS the entire 'Sylverton Estate; Kulri, The Mall, Mussoorie was owned by the H.U.F. of which the present Vendors were members and according to a family settlement dtd. 16.9.1987 the said Estate except some portions thereof fell into the exclusive share of the present Vendors and thus they became fully sized and



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possessed of the said Estate and are fully competent to deal with the same and dispose off any portion of the said Estate to any person whatsoever; AND

WHEREAS the Vendor no.1 is the father and natural guardian of the Vendors nos 2 and 3, who are at present minors and whose interest in the property is being looked after by Vendor no.1. Thus the Vendor no.1 is fully competent and has power and authority to dispose off the share of Vendors nos. 2 and 3 in the said property and execute this sale deed on their behalf also; AND

WHEREAS the Vendor no.1, for himself and for an on behalf of Vendors nos. 2 & 3 has agreed with the Vendee to sell and transfer in his favour, a portion of the said Estate comprising of a portion of the old Annexe Cottage (Double storeys) together with land appurtenant thereto in which the Vendee is residing and which is in the exclusive ownership of the Vendors for a total sale consideration of Rs. 20,000/- (Rs. twenty thousand) only and the Vendee has agreed to purchase the same for the said price free from all encumbrances, liens, charges, demands & litigations etc.

[Signature] contd ...3



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SO NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. That in pursuance of the said agreement and in consideration of the agreed sale price of Rs. 20,000/- (Rs. twenty thousand only) already paid by the Vendee to the Vendors in cash on different dates, the receipt whereof is hereby admitted and acknowledged by the Vendor no. 1 for self and on behalf of Vendors nos. 2 & 3 in full satisfaction of the sale price; the VENDORS do hereby TRANSFER, CONVEY GRANT & SELL, absolutely and forever in favour of the Vendee, the portion of Sylverton Cottage (Annexe), Kulri, The Mall, Mussoorie fully described in the schedule at the foot of this deed and shown in red riband in the site plan annexed to this deed together with all the easementary rights necessary for the enjoyment of the said property; TO HAVE and TO HOLD the said built up portion (double st and appurte-nant land and every part thereof unto the from this day without any interference from the Vendors any future time.

2. That the transfer is with all the rights of approach road (including the road which is under construction leading to new plots), paths, easements of light, and

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drainage, sewerage etc. as are being enjoyed with the property till date together with the advantages, appurtenances in any way belonging to or reputed to belong to the portion under sale and which are necessary for the more beneficial enjoyment of the portion hereby sold to the Vendee at all future times.

Handwritten signature

3. That the physical possession of the ~~contracted~~ property under sale is delivered to the Vendee by the ~~parties (that is to say the vendors and the vendee) at the time of the sale and the vendee has taken possession of the same and is in possession of the same for the purpose of the sale.~~
~~From today the Vendee shall possess and occupy the property as sole owner without any interference from the Vendors, their family members, relatives, anyone claiming under them or any other person whomsoever. The vacant physical possession of the open land is being handed over today by the Vendors to the Vendee.~~
 .From today the Vendee shall possess and occupy the property as sole owner without any interference from the Vendors, their family members, relatives, anyone claiming under them or any other person whomsoever. The vacant physical possession of the open land is being handed over today by the Vendors to the Vendee.

4. That the Vendor no.1 for self and on behalf of Vendors nos 2 & 3 do hereby declare and give assurance

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to the Vendee that they have a good and marketable title to the portion hereby sold and the Vendor no.1 does also hereby gives assurance that he has full power, authority, permission and sanction of law to execute this sale deed on behalf of Vendors nos 2 and 3 for their share and present this deed for registration.

5. That it is here by declared and assured by the Vendors that the portion of the property hereby sold is free from all encumbrances, liens, charges, demands, mortgage, bank loan, litigations, adverse possession or family disputes etc.. If for any defect in the title of the Vendors to sell the portion hereby being transferred or if for any defect in the power of the Vendor no.1 to execute this sale on behalf of Vendors nos 2 & 3, the Vendee or any person claiming through or under him suffers any loss, or the property or any portion thereof is lost by the Vendee, the Vendor no.1 will indemnify the said loss, which shall also include the expenses incurred in making improvements/developments/constructions on the portion hereby being transferred.

6. That the Vendor no.1 (and the Vendors nos 2 and 3, when they attain majority) shall at the cost of the person so requiring do or execute or cause to be done and executed, all such acts, deeds and things reasonably required for more fully assuring the portion hereby sold to the Vendee according to the true intent of this deed.

7. That the Vendee may have his name entered as owner of the portion hereby sold in the records of Municipal Board, Mussoorie for which ^{Vendors} they have no objection. The taxes in respect of the portion hereby sold till 31.3.91 shall be paid by the Vendors and thereafter the same shall be paid

by the Vendee. It is also declared and assured by the Vendor that they shall have no objections to any fresh constructions by the Vendee on the portion hereby sold provided that the same will not obstruct in any manner in the beneficial use of the remaining property of the Vendors.

8. That the portion of Sylverton Estate under sale comprises of a very old double storeyed structure (about 80 years old) which requires demolition and reconstruction and a plot of hilly land. The proportionate annual rental assessment of the same as per the assessment fixed for the entire Sylverton Estate is not more than Rs. 750/- per annum. Thus the market value of the same for the purposes of stamp duty comes to about Rs. 22,500/-. The plot of hilly land is steep and undeveloped and the market value of the same is less than Rs. 15,000/- as per the circle rates fixed by the Collector for the area. Although the actual sale price is only Rs. 20,000/-, but the stamp duty of Rs. 5500/- is being paid by the Vendee on the calculated higher amount of Rs. 37,500/-.

9. That it is hereby declared that the terms 'VENDEE' and 'VENDEE' used in this deed shall mean to include the respective legal heirs, successors, assigns, legal representatives, administrators and executors etc. whenever and wherever the context so requires for the best possible interpretation of the covenants contained herein. It is also specifically mentioned that the term 'Vendors' used in respect of Vendor nos 2 & 3 shall mean to include the Vendor no. 1, who is the father and natural guardian, and is executing this sale deed on their behalf.

My Agent

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SCHEDULE OF THE PROPERTY HEREBY SOLD:-

ALL THAT PORTION OF SYLVERTON ESTATE, Kulri, The Mall, Mussoorie, Dist. Dehradun comprising of an old double storeyed cottage (Annexe) having a covered area of 837 sq.ft. or 78 sq. metres and open hilly land having an area of 1650 sq. ft. or 153 sq. metres. Total area thus being 2487 sq. ft. or 231 sq. metres (more or less). The sold portion is shown in red lines in the site plan annexed to this deed and is butted and bounded as follows:-

- | | | |
|-------|---|---|
| NORTH | : | Open ground (Tennis Court) of Sylverton Estate. |
| SOUTH | : | Open land of Sylverton Estate and thereafter block of room nos. 22 to 26. |
| EAST | : | Nalah and thereafter property of Rabbir Villa. |
| WEST | : | New approach road leading to New plots from Mall Road and also leading to Sylverton Hotel, Ved Prakash Cottage and Jagdish Cottage. |

IN WITNESS WHEREOF, the Vendor no.1 has signed and executed this deed for self and on behalf of Vendors nos. 2 & 3 as their gaurdian, on the date, month and year first above mentioned in presence of the following witnesses.

Witnesses:

1. Ravi
(Ravi Singh)
Advocate

2. Ushu
(A.P. Anand) s/o, Sh. M. S. Anand,
Kulri, Mussoorie

Ajay Kumar
(AJAY KUMAR)

Vendor no.1 for self
& on behalf of Vendors
nos. 2 & 3.

Drafted by me as per the instructions of Vendor no.1 & Vende
and typed in my office:

Alok Mehrotra
(Alok Mehrotra)
Advocate.

PART SITE PLAN OF SYLVERTON ESTATE MUSSOORIE

SCALE 20:1"

NOTE: THE BOUNDARY OF SOLD PORTION HAS BEEN MARKED BY RED RIBAND.

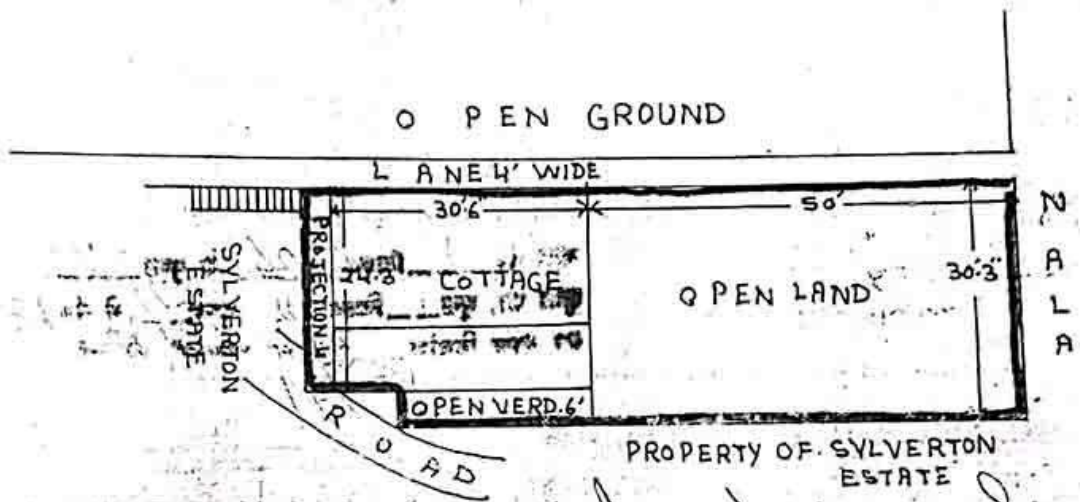
COVERED AREA • 837 SQFT OR 78 SQMT.

OPEN AREA • 1650 SQFT OR 153 SQMT

TOTAL AREA • 2487 SQFT OR 231 SQMT.

SOLD BY: SH. AJAY AGARWAL.

SOLD TO: SH. PREM KUMAR JUYAL



DRAWN BY:-

