

Total sale consideration

Rs. 29,75,880/-

Stamp duty @4.5% Transfer Duty @3% Total duty paid @7.5% Rs.1,34,020/-

Rs. 89,380/-

Rs.2,23,400/-

## FINAL AGREEMENT FOR SALE

THIS FINAL AGREEMENT FOR SALE is executed at New Delhi on this the 26th day of April, 2005

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VISA INTERNATIONAL LTD.

AUTHORISED SIGNATORY



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#### BETWEEN

(1) MRS HARSIMRAT KAUR DHILLON W/o Shri G.S. Dhillon, resident of 527 ASC BN C/o 99 APO in Kalimpong (2) SHRI HARDIT SINGH S/o Late Shri D.S. Sandhu, resident of 9, Shadow Brook Drive, Colts Neck New Jersey -07722 both represented through their attorney Smt. Raminder Kaur wife of Late Shri D.S Sandhu resident of House No. 577, Sector 10-D, Chandigarh and presently at New Delhi (3) SHRI NARBIR SINGH S/o Shi Amarjit Singh Kahlon resident of H.No. 287 Sector 10, Chandigarh (4) SMT. RANEET SINGH W/o Shri Jagbir Singh, resident of 287, Sector 100 Chardien both represented through their attorney Shi Amarjit Singh Kahlon son of Late Shri Gurdial Singh resident of 287, Sector 10, Chandigarh, (5) DR. KANWALJIT SINGH S/o Dr. Charanjit Singh Kahlon resident of 287 Sat 10 D Cherolin (6) SHRI JASJIC SINGH S/O Dr. Charanjit Singh Kahlon resident of 287 Scot 100 Charanji both represented through their Attorney Dr. Charanjit Singh Kahlon son of Late Shri Gurdial Singh resident of House No. 287, Sector 10, Chandigarh presently at New Delhi and (7) GURDIAL SINGH AMARJIT SINGH (HUF) through its Karta Amarjit Singh son of Shri Late Shri

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Gurdial Singh resident of House No. 287, Sector 10, Chandigarh presently at New Delhi hereinafter collectively referred to as the "VENDORS" of the ONE PART;

AND

VISA INTERNATIONAL LTD. a company incorporated and registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10. Alipore Road, Kolkata 700 027 through its authorized representative Shri Kulbir Singh Dhami, authorized vide a board resolution dated 22<sup>nd</sup> February, 2005 hereinafter referred to as the "VENDEE" of the OTHER PART.

The terms Vendors and Vendee unless repugnant to the subject or a context mean and include the Vendor or the Vendee, their respective legal heirs, successors, executors, administrators, nominees and permitted assignees.

WHEREAS the Vendors hereby represent that they are the absolute owners and seized and possessed of Flat bearing No. 609 admeasuring

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approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq ft super area ) on the 6<sup>th</sup> Floor in the building known as 'Mercantile House" situate at 15, Kasturba Gandhi Marg, New Delhi -110001 alongwith one car parking space bearing No.1 in the basement (hereinafter referred to as "the said flat").

AND WHEREAS Late Smt. Rajinder Kaur wife of Shri Late S. Gurdial Singh, were allotted the said Flat by M/s New Delhi Hotels Ltd. a Company incorporated and registered under the Companies Act, 1956 and having its registered Office at Hotel Ambassador, New Delhi-3 (hereinafter referred to as "the Builder").

AND WHEREAS vide a Memorandum of Understanding dated 30<sup>th</sup> November, 1988 executed between the said Smt Rajinder Kaur, Sardar Gurdial Singh, and Gurdial Singh Amarjit Singh HUF through its Karta Mr Amarjit Singh the share in the said flat was reserved in the following manner:

1. Rajinder Kaur : 60%

2. Sardar Gurdial Singh : 20%

3. Gurdial Singh Amarjit Singh (HUF) : 20%

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 2.
 Mr Hardit Singh
 : 10%

 3.
 Mr Narbir Singh
 : 10%

 4.
 Smt. Raneet Singh
 : 10%

 5.
 Dr. Kanwaljit Singh
 : 10%

 6.
 Mr Jasjit Singh
 : 10%

AND WHEREAS the Vendors have agreed to sell, transfer and assign all their right, title and interest in the said Flat and the Vendee has agreed to purchase the same free from all encumbrances, charges, liens, lispendens, claims, mortgages, gifts, disputes, litigation, prior agreement etc. at or for a consideration of Rs. 29,75,880/- (Rupees twenty nine lakhs seventy five thousand eight hundred and eighty only)

# NOW THEREFORE THIS FINAL AGREEMENT FOR SALE WITNESSETH AS UNDER:

 That in consideration of the total sum of Rs. 29,75,880/- (Rupees twenty nine lakhs seventy five thousand eight hundred and eighty only) paid by the Vendee to the Vendors in the following manner.

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the Vendors do hereby transfer, convey and sell all their right, title and interest in the said Flat bearing No.609 admeasuring approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq ft super area ) on the 6th Floor in the building known as 'Mercantile House' situate at 15, Kasturba Gandhi Marg, New Delhi - 110001 alongwith one car parking space bearing No.1 in the basement hereinafter referred to as "the said flat" with all easements and appurtenances thereto unto the Vendee absolutely and forever free from all encumbrances, charges, liens, lispendens, prior agreements etc.

- 2. The total sale consideration has been paid by the Vendee to the Vendors in the following manner the receipt whereof the Vendors hereby admit and acknowledge:
  - (a) A sum of Rs. 8,92,800/- (Rupees eight lacs nine two thousand and eight hundred only) has been paid vide Cheque No. 838023 dated 3rd March, 2005 drawn on ICICI Bank, Rasoi Court, 20, Sir R.N. Mukheee Road, Kolkata Branch in favour of M/s Gurdial Singh Amarjit Singh (HUF).

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- (b) A sum of Rs.2,97,552/- (Rupees Two Lacs Ninety Seven Thousand Five Hundred and Fifty Two only) vide Cheque bearing 274053 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Gurdial Singh Amarjit Singh (HUF),
- (c) A sum of Rs.2,97,588/- (Rupees Two Lacs Ninety Seven Thousand Five Hundred and Eighty Eight only) vide Cheque bearing No. 274054 dated 14th April. 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Harsimrat Kaur ,
- (d) A sum of Rs.2,97,588/- (Rupees Two Lacs Ninety Seven Thousand Five Hundred and Eighty Eight only) vide Cheque bearing No. 274055 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A. Shakespeare Sarani Branch, Kolkata in favour of Hardit Singh.

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- (e) A sum of Rs.2,97,588/- (Rupees Two Lacs Ninety Seven Thousand Five Hundred and Eighty Eight only) vide Cheque bearing No. 274056 dated 14th April, 2005 drawn on Standard Chartered Bank. 21-A. Shakespeare Sarani Branch, Kolkata in favour of Narbir Singh ,
- (f) A sum of Rs.2,97,588/- (Rupees Two Lacs Ninety Seven Thousand Five Hundred and Eighty Eight only) vide Cheque bearing No. 274057 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Raneet Singh ,
- (g) A sum of Rs.2,97,588/- (Rupees Two Lacs Ninety Seven Thousand Five Hundred and Eighty Eight only) vide Cheque bearing No. 274058 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Dr. Kanwaljit Singh ,
- (h) A sum of Rs.2,97,588/- (Rupees Two Lacs Ninety Seven Thousand Five Hundred and Eighty Eight only ) vide

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Cheque bearing No. 274059 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Jasjit Singh

- 3. That on signing of this Agreement for sale the Vendors have handed over the peaceful vacant physical possession of the said Flat to the Vendee in part performance of the contract as contemplated under section 53A of the Transfer of Property Act, the receipt whereof the Vendee do hereby admit and acknowledge.
- 4. That the Vendors do hereby assure and covenant with the Vendee as follows:
  - (a) That the said Flat is free from all encumbrances, charges, liens, attachments, mortgage, trusts whatsoever or howsoever and there is no litigation or any other proceedings pending relating to the said Flat.
  - (b) That there is no order of attachment by the Income-tax Authorities or by any other Authority nor any notice of

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acquisition/requisition has been received in respect of the said Flat.

- (c) That 40 % share in the said Flat is owned by Gurdial Singh Amarjit Singh HUF and 60 % is owned by Smt Harsimart Kaur, Mr Hardit Singh, Mr Narbir Singh, Smt. Raneet Singh, Dr. Kanwaljit Singh and Mr Jasjit Singh and excepting the Vendors nobody else has any right, title, interest, claim or demand whatsoever or howsoever in respect of the said Flat.
- (d) That there is no legal impediment or bar whereby the Vendors can be prevented from obtaining any permissions and approvals to transfer the said Flat in favour of the Vendee.
- (e) That there is no subsisting Agreement for sale in respect of the said Flat nor has it been disposed off or transferred to any other person or persons under any gift, Will, exchange or any other arrangement etc. except with the Vendee.

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- (f) That the all house tax dues/ electricity, water and maintenance charges have been paid and discharged by the Vendors up to date.
- (g) That Shri Amarjit Singh Kahlon and Dr. Charanjit Singh Kahlon are the only members of Gurdial Singh Amarjit Singh HUF and Shri Amarjit Singh is the Karta. Shri Amarjit Singh Kahlon hereby confirms that the present transfer is for the benefit of the HUF and he has full authority and power to transfer 40% share in the said Flat for and on behalf of the HUF. Dr. Charanjit Singh Kahlon has no objection if the said share of the HUF is transferred in the manner as mentioned herein.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof, the Vendee has agreed to purchase the said Flat and the Vendors do hereby keep the Vendee indemnified for all losses and damages that the Vendee may suffer because of any defect in the title of the Vendors to the extent of the

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market value of the said Flat which in no event shall be less than the sale consideration mentioned herein, stamp duty and all costs incurred by the Vendee in respect of the said Flat .

- 5. That hereafter the Vendors have full right, power and absolute authority to sell, transfer, assign and assure the said Flat in the manner as the Vendee may like and that the Vendee shall peacefully and quietly possess and enjoy the said Flat and derive all profits and benefits thereof without any suit, lawful eviction, claim or demand whatsoever by any person acting through and on behalf of the Vendors and the Vendors do hereby covenant with the Vendee that they have not done, omitted or knowingly or willingly suffered or been party of privy to any act deed or thing whereby the Vendors are prevented from granting assigning and conveying the said Flat in the manner aforesaid.
- 6. That the Vendors shall pay and discharge all outgoings namely electricity charges and House Tax to NDMC, ground rent, water, maintenance charges etc. to the Maintenance Agency upto this date i.e 26-4-05 date of handing over possession of the said

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Flat to the Vendee and thereafter the same shall be borne and paid by the Vendee. The Vendors hereby agree and undertake that in the event any amount is subsequently claimed by any authority or authorities pertaining to any claim prior to this 26-4-05 the Vendors shall make all such payment and agree and undertake to indemnify the Vendee on that account. i.e all costs, losses and damages including the cost to incurred by the

vendee after the execution of this agreement

- That all original documents pertaining to the said Flat have been 7. handed over to the Vendee in particular the original Flat Buyers' Agreement with the Builder, Memorandum of Understanding dated 30th November, 1988, Photocopies of Power of Attorney's, Affidavits of No Objection. and the House-tax Bills and payment receipts, No dues certificate for maintenance, water and electricity etc.
- That the Vendee shall not act in a manner contrary to the terms 8. and conditions of the Flat Buyer Agreement - executed between the Builder and the Vendors, which shall form an integral part of this Agreement.

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- 9. That upon execution of this Agreement for sale the Vendors have also signed all requisite Transfer Application and papers as per requirement of the Builder, for getting the said flat transferred/endorsed in favour of the Vendee in the records of the Builder and agree and undertake to have the said Flat transferred in the name of the Vendee in the records of the Builder and the transfer charges or any other charges payable to the Builder shall be borne and paid by the Vendors.
- 10. The Vendors represent that the Vendors have paid the entire cost of the said flat including all the amounts payable under the purchase agreement to the Builder and there is no amount payable or outstanding in respect of the said flat and if at all any amount is outstanding or payable the same shall be paid by the Vendors alone.
- 11. That the Vendors will do and execute and perform all such acts, deeds and things as may be required by the Vendee or its nominee for the purpose of giving full effect to the intents herein expressed

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and for conveying the absolute title of the said Flat in favour of the Vendee and/or its nominee.

- 12. The Vendors hereby authorize the Vendee to deal with all statutory authority including L&DO, NDMC, Electricity Board and or any statutory authority in respect of the said Flat.
- 13. That the Vendors hereby empowers the Vendee to get the Conveyance Deed/Apartment Deed registered in its own name or in the name of its nominee or nominee by the Builder as and when permissible at the cost and expenses of the Vendee.
- 14. That the Power of attorneys in favour of Smt. Raminder Kaur, Shi Amarjit Singh Kahlon and Dr. Charanjit Singh Kahlon are valid and subsisting till date and the same have not been revoked or cancelled and all the Executants are alive on this date.
- 15. That the Stamp duty and registration charges in respect of execution and registration of this Agreement for sale has been borne and paid by the Vendee and shall bear and pay the Stamp

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duty payable on the Conveyance Deed/Apartment Deed after getting all such appropriation/adjustment as may be permissible under law.

#### SCHEDULE OF FLAT

ALL that the said Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq ft super area) on the 6th Floor in the building known as "Mercantile House" situate at 15. Kasturba Gandhi Marg, New Delhi -110001 along with one car parking space bearing No.1 in the basement along with the proportionate right of land underneath and rights of user of common facilities, passages, lift, staircase, lights and liberties etc. appurtenant thereto.

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IN THE WITNESSES whereof the parties have set their respective hands on this Agreement for sale on this 26th day of April, 2005 in the presence of the following witnesses: Kammder Kon

SIGNED AND DELIVERED by the Within named VENDORS

VISA INTERNATIONAL LTD.

STATES SIGNATORY

SIGNED AND DELIVERED by the Within named VENDEE

Subhra Giri)
(SUBHRA GIRI)
W/O, M. Preetan Patrait, Stiera House, 8/10, Hipone,
Road, Kolkala 700027

KHAITAN & CO. Advocates, Notaries, Patents & Trademark Accorder 1105, Ashoka Est. t. . 24. Betakbamb. Roed, New Lethi-110 001

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KNOW ALL MEN BY THESE PRESENTS THAT WE Smt. Raminder Kaur Late Shri D.S. Sandhu resident of 577, Sector Chandigarlo presently at New Delhi attorney of (1) SMT. HARSIMRAT KAUR DHILLON W/o Shri G.S. Dhillon, resident of 527 ASC BN C/o 99 APO in Kalimpong (2) SHRI HARDIT SINGH S/o Late Shri D.S. Sandhu, resident of 9 . Shadow Brook Drive, Colts Neck New Jersey -07722 Shi Amarjit Singh Kahlon Shri Gurdial Singly resident Sect 10 D . Chardesch . presently at New Delhi as attorney of (3) SHRI NARBIR SINGH S/o Shi Amarjit Singh Kahlon/o H.no. 287 Sector 10, Chandigarh (4) SMT. RANEET SINGH W/o Shri Jagbir Singh, GURDIAL SINGH AMARJIT SINGH (HUF) through its Karta Amarjit Singh Kahlon son of Shri Gundial Surgly resident of 287, Sect 100 Chardiachi and Dr. Charanjit Singh Kahlon son of Late Shri Gurdial Singh resident of House No. 287, Sector 10, Chandigarh presently at New Delhi as attorney of (5) DR. S/o Dr. Charanjit Singh Kahlon, R/o 287, sector 100 Chardigalo (6) SHRI JASJIT SINGH S/o Dr. Charanjit Singh Kahlon, R/o 287 Ceter 10D Chandiger do hereby nominate constitute and appoint VISA INTERNATIONAL LTD, a company incorporated and registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10, Alipore Road, Kolkata 700 027 through its authorized representative Mr. Kulbir Singh Dhami, hereinafter called as the

"Attorney" as our true and lawful attorney in respect of Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq ft super area ) on the 6th Floor in the building known as Mercantile House" situate at 15, Kasturba Gandhi Marg, New Delhi -110001alongwith one car parking space bearing no 1 in the basement (hereinafter referred to as "the said flat") to do the following acts, deeds and things in our names and on our behalf:

- To manage, control and supervise the said Flat in any manner as my said attorney deem fit and proper.
- To represent us before the Office/Authority of the State/Central Government or local body, including L&DO, NDMC, Electricity Department, water supply or local authority or any allied offices which may be connected and/or concerned with the said Flat in any manner whatsoever and to make statements, sign and file all applications, affidavits, undertakings, etc. for and on our behalf and in our name in respect of the said Flat or any matter incidental thereto.
- To apply for and get the permission from the concerned Authority(ies), for carrying out any additions/alterations/ modifications in the said Flat and for that purpose to deposit the requisite fee, execute the required affidavits, undertakings and declarations etc.
- 4. To apply for and get additional water/sewer/electric/power connection and other services in the said Flat and for the purposes to pay the requisite fees or to execute, sign and present necessary documents, which might be required and do all legal acts, deeds and things which may be necessary for the same.
- To apply for and get any forms, formalities or documentation and Completion Certificate from the concerned authority, in respect of the additions/alterations/ constructions which may be done in the said Flat.
- 6. To get the said Flat mutated in the records of the L&DO, NDMC in their own name or in the name of their nominee/s, to sign and file all necessary applications, affidavits, indemnity etc. as may be required by the authority.
- 7. To apply for and get the No Objection Certificate for the sale/transfer of rights, interest, liens and titles in the said Flat, (if so required), from the Appropriate Authority under the Income Tax Act, 1961 or under any other provision of law whether now in existence or to be introduced hereafter in any statute.
- To negotiate on the sale/transfer/assign of the rights, interests, liens and titles in the said Flat, with the intended purchaser(s) at such price and on such terms and conditions which the said attorney(s) may deem fit and proper, to enter into any agreement

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with the intended purchaser(s), to receive the sale consideration in their own name, to sign and execute Agreement for sale, Sale Deed, Gift Deed, Mortgage deed and any other documents and present the instrument for registration before the registering authority and admit execution thereof and all such agreements/Sale Deed or any other instrument for and on our behalf.

- 9. To get the said Flat converted from lease hold to freehold either in their own names or in the names of their nominee/nominees in the records of the L&DO and for that purpose to sign and file all applications, affidavits, undertakings and get the Conveyance Deed executed and registered in their own names or in the names of their nominee/nominees.
- 10. To pursue, file, defend any suit in any Court of Law in any matter concerning the said Flat and/or land beneath the same or any matter incidental thereto and for this purpose to appoint any advocate, pleader, vakil, attorney etc. and to make legally correct and true statement, application, affidavit, undertaking etc. in the Court of Law or before any of the Authority(s) or Tribunal upto the highest Court of Land and to arrive at any settlement in any pending matter, to withdraw any Suit or proceedings or make any statement in the Court in any pending proceedings, and also to take recourse to any arbitration proceedings in accordance with law.
- 11. To delegate any of the powers created hereunder and to appoint any other person(s) as our attorney authorizing him/them to do all or any of the above acts, deeds and/or things or any other act, deed or thing which in the opinion of the said attorney ought to be done, executed or performed in respect of the said Flat only, and/or land beneath the same, or any matter incidental thereto and to cancel, withdraw and/or revoke the powers conferred upon such attorney.

However the attorney shall have no right to create any financial obligations on Executants and is with respect to the Said Flat.

12. That this Power of Attorney is irrevocable.

GENERALLY to do all such acts, deeds and things as our attorney may deem fit and proper so as to give effect to the powers mentioned hereinabove.

All the acts, deeds and things done or caused to be done by my attorney(s) aforesaid, shall be deemed to have been done for and on my behalf and shall have the same effect as though the same have been done by me personally and we do hereby state that all such acts, deeds and things shall be ratified by me.

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IN WITNESS WHEREOF, the executants have signed this General Powers of Attorney, on this the 26 day of APRIL, 2005 at New Delhi.

SIGNED AND DELIVERED by the within named EXECUTANTS

in the presence of:

1. Subhra Gin

Ms. Subhra Gin

Ho Mr. P. Patniak

Rlo 8/10 Alipore Road.

2. Kakata.

Advocates, bottaries, iterite & Turdemark Attorney
1105. Arboka Berate,
24. Barakbemba Road,
New Deibi-110 001

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#### RECEIPT

Pursuant to the Final Agreement for sale dated 12 April,2005 received a sum of Rs.29,75,880/- (Rupees twenty nine lakhs seventy five thousand eight hundred and eighty only) in the following manner from VISA INTERNATIONAL LTD, a company incorporated and registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10, Alipore Road, Kolkata 700 027 through its authorized representative Shri Kulbir Singh Dhami towards the full and final sale consideration of Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq.ft super area.) on the 6th Floor in the building known as "Mercantile House" situate at 15, Kasturba Gandhi Marg, New Delhi -110001.

S. No.	Cheque No.	Date	Bank	In favour of	Amount Rs.
1.	838023	3.3.2005	ICICI Bank, Rasoi Court 20, Sir R.N. Mukherjee Road, Kolkata	Gurdial Singh Amarjit Singh (HUF)	8,92,800/-
2.	274053	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Gurdial Singh Amarjit Singh (HUF)	2,97,552/-
3.	274054	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Harsimrat Kaur	2,97,588/-
4.	274055	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Hardit Singh	2,97,588/-
5.	274056	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Narbir Singh	2,97,588/-
6.	274057	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Raneet Singh	2,97,588/-
7.	274058	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Dr.Kanwaljit Singh	2,97,588/-
8.	274059	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Jasjit Singh	2,97,588/-
				Total	29,75,880/-

SIGNED BY THE VENDORS

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NEW DELHI

DATED: 26th Atril 2005

#### POSSESSION LETTER

This is to confirm that pursuant to the Final Agreement for sale dated  $96^{hr}$  April, 2005, we have today handed over the peaceful vacant physical possession of Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq ft super area) on the 6th Floor in the building known as 'Mercantile House' situate at 15, Kasturba Gandhi Marg, New Delhi -110001 to VISA INTERNATIONAL LTD, a company incorporated and registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10, Alipore Road, Kolkata 700 027 through its authorized representative Shri Kulbir Singh Dhami.

POSSESSION HANDED OVER

POSSESSION TAKEN OVER

VISA INTERNATONAL LTD.

ORISED SIGNATORY

NEW DELHI

DATED: 90 51 2005



43615 I Mrs HARSIMRIT KAUR W/o Shri G S Die solemnly affirm and declare as under :-

I say that I am a co-owner of Flat bearing No.609 admeasuring approximately 646.93 sq.ft. 97.0 k sq.ft. in the common area (744 sq. ft. super area ) on the 6th floor in the building known as 'Mercantile House' situated at 15, Kasturba Gandhi Marg, New Delhi - 110001 hereinafter referred to as

I say that I have full authority and power to sell and transfer the said Flat and pursuant thereto have agreed to sell the said Flat in favour of VISA INTERNATIONAL LTD, a company incorporated and egistered under the Companies Act, 1965 having its office at "VISA HOUSE", 8/10, Alipore Road,

Vijel Kurhsay there's it will not be possible for me to be personally be present too sign and execute all appears including agreement for Sale and Power of Attorney and present the same for Exegistration be for the concerned authority.

and I have executed a Power of Attorney dated Khirr W.C. Late Shir D. S. Sandhu resident of House No - 577, Sector 10-D, Chandigarh empowering her to in favour of Mrs. Raminder sell and transfer my share in the said Flat and receive the sale consideration for and on my behalf and further sign and execute all Agreements, Attorneys, papers and documents pertaining to sale and present the same fro registration and admit execution thereof.

I say that I have affirmed this affidavit without any fraud and coercion and out of my own free will. V., ai Kumar

Advocato & Notary Civil Court Compound alia, BAREILLY

VERIFICATION:

Harsimsel four

Baredly U.P.1 India

I, the deponent above named do hereby verify that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Verified at on this the day of

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#### **AFFIDAVIT**

- I, MRS. RANEET SINGH W/O Shri Jagbir Singh, R/o H.No. 287, Sector 10, Chandigarh do hereby solemnly affirm declare as under:-
- I say that I am a owner of Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq. ft. in the common area (744 sq ft. super area) on the 6th floor in the building known as "Mercantile House" situate at 15, Kasturba Gandhi Marg, New Delhi-110001 hereinafter referred to as the said Flat.
- I say that I have full authority and power to sell and transfer the my share in the said Flat and pursuant thereto have agreed to sell the said Flat in favour of VISA INTERNATIONAL LTD., a company incorporated and registered under the Companies Act, 1956 having its office at " VISA HOUSE ", 8/10, Alipore Road, Kolkata 200027.
- To be personally be present to sign and execute all documents and papers including agreement for Sale and Power of Attorney and present the same for gistration be for the concerned authority.

I say that I have executed a Power of Attorney dated 13 Nov., 2000 in favour of Shi Amarjit Singh Kahlon son of Shri Gurdial Singh resident of H.No. 287, Sector 10, Chandigarh empowering him to

R.No.-1335

sell and transfer my share in the said Falt and receive the sale consideration for and on my behalf and further sign and execute all Agreements, Attorneys, papers and documents pertaining to sale and present the same for registration and admit execution thereof.

5. I say that I have affirmed this affidavit without any fraud and coercion and out of my own free will.

CHANDIGARH

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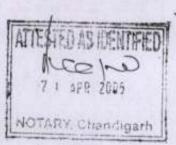
DATED:

VERIFICATION:

I, the deponent above named do hereby verify that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Verified at Chandigarh on this the 21 day of April 2005.





Rancet Lingh

Certified that the Affidavit/SPA/GPA has been road over & Explained to the Depondat/Fact than who seemed directly to understand the same at the time of making & signing the Document.



#### **AFFIDAVIT**

- I, SHRI NARBIR SINGH S/O Shi Amarjit Singh Kahlon/o H.No. 287, Sector 10, Chandigarh do hereby solemnly affirm declare as under:-
- I say that I am a owner of Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq. ft. in the common area (744 sq ft. super area) on the 6th floor in the building known as "Mercantile House" situate at 15, Kasturba Gandhi Marg, New Delhi-110001 hereinafter referred to as the said Flat.
- I say that I have full authority and power to sell and transfer the my share in the said Flat and pursuant thereto have agreed to sell the said Flat in favour of VISA INTERNATIONAL LTD., a company incorporated and registered under the Companies Act, 1956 having its office at " VISA HOUSE ", 8/10, Alipore Road, Kolkata 200027.
- 3. I say that as it will not be possible for me to be personally be present to sign and execute all documents and papers including agreement for Sale and

equiperation be for the concerned authority.

I say that I have executed a Power of Mitteney dated 13th Nov. 2000 in favour of Shi Amarjit Singh Kahlon son of Shri Gurdial Singh resident of H.No. 287, Sector 10, Chandigarh empowering him to

sell and transfer my share in the said Falt and receive the sale consideration for and on my behalf and further sign and execute all Agreements, Attorneys, papers and documents pertaining to sale and present the same for registration and admit execution thereof.

5. I -say that I have affirmed this affidavit without any fraud and coercion and out of my own free will.

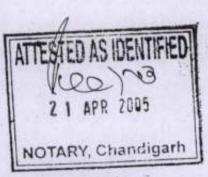
CHANDIGARH DATED:

#### VERIFICATION:

I, the deponent above named do hereby verify that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Verified at Chandigarh on this the 21 day of April 2005.





Northis Singh DEPONENT.

### **AFFIDAVIT**

I, HARDIT SINGH S/o Late D.S. Sandhu, resident of 9, Shadowbrook Drive, Colts Neck New Jersey -07722 do hereby solemnly affirm and declare as under:

- I say that I am a co owner of Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq ft super area) on the 6th Floor in the building known as 'Mercantile House" situate at 15, Kasturba Gandhi Marg, New Delhi 110001 hereinafter referred to as the said Flat .
- 2. I say that I have full authority and power to sell and transfer the my share in the said Flat and pursuant thereto have agreed to sell the said Flat in favour of VISA INTERNATIONAL LTD, a company incorporated and registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10, Alipore Road, Kolkata 700 027
- 3. I say that as it will not be possible for me to be personally be present to sign and execute all documents and papers including agreement for Sale and Power of Attorney and present the same for registration be for the concerned authority.

4. I say that I have executed a Power of Attorney dated \_\_\_\_\_\_in favour of Mrs. Raminder Kaur wife of Late Shri D.S. Sandhu resident of House No. 577, Sector 10-D, Chandigarh empowering her to sell and transfer my share in the said Flat and receive the sale consideration for and on my behalf and further sign and execute all Agreements, Attorneys, papers and documents

pertaining to sale and present the same for registration and admit execution thereof.

5. I say that I have affirmed this affidavit without any fraud and coercion and out of my own free will.

DEPONENT

## VERIFICATION:

I, the deponent above named do hereby verify that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Verified at Matawan on this the 15th day of April, 2005.

Fordit Singh appeared before me michael grende

This 15th day of April, 2605 and signed this document

MICHAEL J. FERRADOR NOTARY PUBLIC OF NEW JERSEY My Commission Expires 9/24/2008

country of Moumouth





This is the last Will of Smt. Rajinder Kaur wife of Late S. Gurdial Singh, aged 90 years, resident of H. No. 287, Sector 10, Chandigarh made on this day the 27 March 2001.

I revoke all former Wills and Codecils made by me. Although at this stage healthy and fit, yet being of advanced age I am executing this testament volunteerily and without compulsion or pressure from any sources or person and in sound health and free state of mind.

I have two sons, Maj. Gen. Amarjit Singh Kahlon and Dr. Charanjit Singh Kahlon and one daughter Smt. Raminder Kaur, who have all married. I am gratified with the service, love and affection extended to me by my children and their families. I own or have share in following immovable and moveable properties which are self acquired out of my income or inherited of which I have absolute power of disposal of the same and I hereby bequeath the same as full and absolute owner to legatees mentioned hereafter.

I bequeath my share in following immovable properties in equal shares to Major General Amarjit Singh Kahlon, Smt. Raminder Kaur and Dr. Charnjit Singh Kahlon i.e. 1/3 (One third each) for their benefit

Agricultural land in Village Sohana, Distt. Ropar, Punjab 1.

Agricultural land in Village Bartana, Distt. Patiala. 2.

1/5th i.e. 20% share in Industrial Plot BIO, Phase 1, SAS Nagar, Distt. 3. Ropar.

1/5th i.e. 20% share in Flat Sampark Park, Sector 5, Panchkula

Car parking UB1 Mercantile House 15 KG. Rd New Delhi. 5.

Raginder Kawr

I bequeath my Residential House 287, Sector 10, Chandigarh including furniture, fixtures etc. in it and 1/8th i.e. 12.5% Share in Showroom No. 32, Sector 7, Chandigarh in equal part i.e. 1/2 share each to my sons Maj. Gen. Amarjit Singh Kahlon and Dr. Charanjit Singh Kahlon. My full share in flats in DCM Techno Plaza, Bara Hindu Rao New Delhi, I bequeath to my son Dr. Charnjit Singh Kahlon exclusively.

Out of affection for my grand children Smt. Harsimart Kaur, Hardit Singh, Narbir Singh, Smt. Raneet Singh, Dr. Kanwaljit Singh and Jasjit Singh, I bequeath my 3/5th i.e. 60% share in flat 609 Mercantlie House, 15KG Road, New Delhi, equally i.e. 10% each to them and further for the benefit of their families and children.

As regards movable assets, I declare that all Shares, Debantures, Government Papers, Bonds, Fixed Deposits, Bank Balances and other investments whatsoever standing in my names or any other dues/ refunds /compensations etc. that may accrue in my name stand bequeathed in equal share my to children, Major Gen. Amarjit Singh Kahlon, Smt. Raminder Kaur, Dr. Charnjit Singh Kahlon i.e. 1/3rd each.

In witness whereof I, the said Smt. Rajinder Kaur put my signatures to this last Will today in the presence of witnesses who are known to me.

SEC, CHANDIGARH

Executant

Witness No. 2

Cel GS SANDHU. 27 March 2001

# 588 SICTER 10 CHANDISPEH

TESTED TRUE COR

92 JAN 2004