

CONFIDENTIAL Memorandum

December 18, 2019

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CONFIDENTIAL Memorandum

December 18, 2019

To Ms. Unnati Pandey

Subject Query pertaining to title verification of properties of Visa International Limited.

Dear Unnati,

This has reference to your email and our subsequent discussions on the captioned subject whereby you had sought our opinion on the queries related to details of property listed in clause A and further scope of work related to property listed in clause B provided herein below.

A. Property Details:

1. DDA Flat No. 2114, Ground Floor, Sector - D2, Vasant Kunj, New Delhi-110070.
2. DDA Flat No. 2588, First Floor, Sector - D2, Vasant Kunj, New Delhi – 110070.
3. 607-609, 6th Floor, Mercantile House, 15 KG Marg, Police Station Parliament street, New Delhi – 110001.

B. Queries

1. Extracting the true copies of Vasant Kunj properties mentioned in Clause A (1) and (2) from the DDA records.
2. Verifying all the documents of Vasant Kunj property mention in Clause A (1) and (2) after extracting from DDA records.
3. Verifying all the property documents of K.G. Marg mentioned in Clause A (3).
4. Identifying whether the properties mentioned in Clause A are registered in the name of “Visa International Limited”
5. Identifying, if these properties mentioned in Clause A are not registered in the name of Visa International Limited then in whose name these are registered.

6. Identifying, whether any Mutation or any other formality required for obtaining the ownership of properties mentioned in Clause A is in the name of Visa International Limited.
7. Identifying, if there are any pending dues of any government department in respect of properties mentioned in Clause A like House Tax, Municipal Tax and others.
8. Identifying what all formalities are required to sell the properties mentioned in Clause A.
9. Confirming that the title of property mentioned in Clause A are clear.

C. To address your queries listed in Clause B, we have personally visited the office of (a) South Delhi Municipal Corporation, Sector 9, Rama krishna. Puram; (b) Sub- registrar VII-A Palika Bhawan, Sarojini Nagar; (c) Sub-registrar IX, Kapashera; (d) Delhi Development Authority, INA; (e) Sub-registrar office, Asaf Ali Road, Daryaganj; (f) Land & Development Office, Nirman Bhawan and (g) Estate Manager, Mercantile House and based on the facts above, our observations are as follows:

D. Responses

Q.1. Extracting the true copies of Vasant Kunj properties mentioned in Clause A (1) and (2) from the DDA records.

Response to Query No. 1

That the properties mentioned in Clause A(1) and A(2) has been verified from the office of South Delhi Municipal Corporation, Sector 9, Rama Krishna Puram, New Delhi.

The property mentioned in Clause A(1) was allotted to Mr. Narender Nath Bhargawa on 07.12.1987 by Delhi Development Authority, vide file no. F126(1155)83/SFS/VK/III on the basis of lottery system which was held on 17.11.1987. Further, Mr. Narender Nath Bhargawa entered into an Agreement to Sell and Purchase on 07.08.1989 with M/s Visa Agro Industries Private Limited through its director Ms. Saroj Agarwal for a total consideration amount of Rs. 3,25,000/- (Rupees Three Lakh Twenty Five Thousand Only).

Thereafter, Mr. Narender Nath Bhargawa has also executed a General Power of Attorney dated 16.03.1990 in favour of M/s Visa Agro Industries Private Limited through its director Ms. Saroj Agarwal authorising them to take decisions and actions against the property. Copy of the original allotment letter, Agreement to Sell and Purchase and Special Power of Attorney executed by Mr. Narender Nath Bhargawa in favour of M/s Visa Agro Industries Private Limited is annexed here as **Annexure A**.

The property mentioned in Clause A(2) was allotted to Mr. Harish Khera on 28.04.1988 by Delhi Development Authority, vide file no. F126(6358)83/SFS/VK/III on the basis of lottery system which was held on 17.11.1987. Further, Mr. Harish Khera entered into an Agreement to sell and Purchase on 26.10.1989 with M/s Himachal Saw Millers Private Limited through its director Ms. Saroj Agarwal for a total consideration of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only).

Thereafter, Mr. Harish Khera has also executed General Power of Attorney in favour of M/s Himachal Saw Millers Private Limited through its director Ms. Saroj Agarwal authorising them to take decisions and actions against the property. Copy of the original allotment letter, Agreement to Sell and Purchase and General Power of Attorney executed by Mr. Harish Khera in favour of M/s Himachal Saw Millers Private Limited is annexed here as **Annexure B**.

Please note that the said Agreement to Sell and Purchase and Power of Attorney is a notarized document and not duly registered with the Sub-Registrar.

Q.2. Verifying all the documents of Vasant Kunj property mention in Clause A (1) and (2) after extracting from DDA records.

Response to Query No. 2

Please refer to the response to Query No. 1.

Q.3. Verifying all the property documents of K.G. Marg mentioned in Clause A (3).

Response to Query No. 3

That the property mentioned in Clause A (3) is in the name of Visa International Limited. To verify the details we personally visited the office of Land and Development Office, Nirman Bhawan and submitted an application to provide us the details of the property mentioned above. That Land and Development Office replied to our application that they cannot provide the details of individual flat as they don't have any record and directed to contact the Estate Manager, Mercantile House as the plot was sold to one owner by NDMC on lease.

We visited the office of Estate Manager Mr. Alok at Mercantile House and he confirmed from the records available with them that the property mentioned above is in the name of Visa International Limited.

We also reviewed the registered agreement to sell in the name of Visa International Limited and the property is in the name of Visa International Limited as no further sale has been done by Visa International Limited as on date of this Report. Copy of the Agreement to sell, Power of Attorney and possession letter in the name Visa International Limited is annexed herewith as **Annexure C**.

Q.4. Identifying whether the properties mentioned in Clause A are registered in the name of "Visa International Limited"

Response to Query No. 4

Please refer to the response to Query No. 1 and 3.

Q.5. Identifying, if these properties mentioned in Clause A are not registered in the name of Visa International Limited then in whose name these are registered.

Response to Query No. 5

That the details of the properties mentioned in Clause A(1) and (2) has been verified and it is in the name of M/s Visa Agro Industries Private Limited and M/s Himachal Saw Millers Private Limited.

The property mentioned in Clause A(3) has been verified by the Estate Manager of the Mercantile House that the Property mentioned in Clause A(3) is in the possession of Visa International Limited. They do not have any document to show the ownership of the Property. However, it can be presumed that the duly registered Agreement to Sell is in favor of Visa International Limited and they are still in possession, no further sale agreement has been entered into by the Visa International Limited as on date of this report.

Q.6. Identifying, whether any Mutation or any other formality required for obtaining the ownership of properties mentioned in Clause A is in the name of Visa International Limited.

Response to Query No. 6

Since the mutation of property mentioned in Clause A(1) and A(2) has not been carried out till date, the property tax are being paid in the name of original allottee. However, as per the records of South Delhi Municipal Corporation, Sector 9, Rama Krishna Puram, New Delhi the Municipal Tax of property mentioned in Clause A(1) was last paid on 22.09.2009 for an amount of Rs. 3128/- (Rupees Three Thousand One Hundred Twenty Eight Only) by Mr. Harish Khera and from the last date of payments the Municipal Tax are outstanding; And for the property mentioned in Clause A(2) the Municipal Tax was last paid on 22.04.2009 for an amount of Rs. 2720/- (Rupees Two Thousand Seven Hundred Twenty Only) by Mr. Narender Nath and from the last date of payment the Municipal Tax are outstanding.

For property mentioned in Clause A(3) it has been verified by Estate Manager of Mercantile House that they have been paying all their dues on time.

Q.7 Identifying, if there are any pending dues of any government department in respect of properties mentioned in Clause A like House Tax, Municipal Tax and others.

Response to Query No. 7

For Property mentioned in Clause A (1) and (2), refer response to Query No. 6 and for Property mentioned in Clause A (3) the details of outstanding tax, if any has to be verified and inspected.

Q. 8. Identifying what all formalities are required to sell the properties mentioned in Clause A.

Response to Query No. 8

Visa International Private Limited has to apply for conveyance deed from the Delhi Development Authority on the basis of Special Power of Attorney and Agreement to Sell and Purchase which are executed in their favour. Once the conveyance deed has been obtained from the Delhi Development Authority there is no bar in selling the property mentioned in Clause A. However, any outstanding dues must be made clear prior to sale of this property.

Q.9 Confirming that the title of property mentioned in Clause A are clear.

Response to Query No. 9

Please refer to the response to Query No. 1 and 3.

For Fortune Legal



Pankaj Mehta
Managing Partner

Flat 214-D-V Vasant Kunj. Annexure A

DELHI DEVELOPMENT AUTHORITY
SELF FINANCING SCHEME (H)
2ND FLOOR 'D' BLOCK
VIKAS SADAN: NEAR INA MKT.

No. 126(1155)83/SFS/VK/711 New Delhi Dt.

From: Asstt. Director (SFS)
Delhi Development Authority.

7/12/87

To
Shri/Smt. Mrs. Nagendra Nath Bhargava
P-4/A Hauz Khas Enclave,
New Delhi - 110 016.

Sub-Allotment of flat of Category III on G.F. floor at
Vasant Kunj Resdl. Scheme under SFS. payment of
fifth and final instalment.

Dear Sir/Madam,

I have the pleasure to inform you that on the basis
of the draw of lots held on 17-11-82, you had been allotted
specific flat bearing No. 114 of cat. III on G.F. floor
in pocket 2 Sector at Vasant Kunj Resdl. scheme in
accordance with this office letter of even number dated 17/4/87
the fifth and final instalment as detailed below has become due
from you:-

i) Final cost of the flat (including
cost of seater garage)

Rs. 280500 = 00

ii) Amt. already paid (as per record)

Rs. 253800 = 00

iii) Excess amount/balance amount

Rs. 26700 = 00

iv) Deprecial charges.

Rs. 75/-

v) Ground rent for the flat for two
years @ Rs. 2/- p.a.

Rs. 4-2/-

vi) Service charges for one year

Rs. 310 = 00

vii) Share money for membership of
registered agency.

Rs. 100/-

viii) Intt. payable by you towards
delay in payment of instalment.

Rs. —

ix) Intt. payable by DDA beyond 2 1/2
years on account of late
constn. of the flat.

Rs. 22427 = 05

x) Net amount payable.

Rs. 4759 = 95

You are now requested to deposit the amount noted above
in any of the branch of State/Central Bank of India Branch
intimated to you earlier within 30 days of the date of issue
of this letter under intimation to the undersigned failing
which you will be liable to payment interest @ 12% for the 1st
month and 18% for the subsequent months:- delay of one day will be
rounded as 15 days and 16 days as full month.

The possession of the flat will be given to you by the Ex.
Engineer at site of the basis of possession letter/authorisation
letter issued by the Housing Deptt. The letter authorising you to
take possession from the Ex. Engineer at site will be issued to you
after submitting the following documents alongwith an application
(enclosed).

....2/-

IMPOBIANI

MR. OCCUPIER,

THIS IS TO INFORM YOU THAT THE PROPERTY TAXES ARE PRIMARILY PAYABLE BY THE OWNER AND ON HIS FAILURE TO PAY, THESE TAXES CAN BE COLLECTED FROM YOU. AS SUCH, IF YOU ARE NOT THE OWNER OF THE FLAT, TO AVOID THESE TAXES BEING COLLECTED FROM YOU, PLEASE ENSURE FORWARDING THIS PAPER TO THE OWNER.

MUNICIPAL CORPORATION OF DELHI
(ASSESSMENT AND COLLECTION DEPARTMENT)
SPECIAL ASSESSMENT UNIT
OPP: TAGORE ROAD HOSTELS: MINTO ROAD: NEW DELHI-2

Zone: S.A.U. Property No. ²¹⁴.....Sec. ^D.....Pkt.Vasant Kunj

Name of the owner: *P. Narinder Nath*.....

Previous R.V. - N I L -

Proposed R.V. Rs. 48600/-

Date of effect: 1/4/88.

As per information available from the D.D.A., the flat has already been allotted. In spite of repeated press releases in the news-papers and the camps held in the Vasant Kunj Complex and call letters issued, the owner has not come forward for finalisation of assessment and payment of taxes. Details of the cost paid to the DDA, date of taking over possession of the flat and details about its occupancy and rents are yet to be filed.

Property tax is payable as a percentage of the rateable value of the flat and the rateable value is the annual rent at which the premises are expected to be let from year to year. In the absence of details of cost/letting etc, this annual rent has to be estimated. Keeping in view the information of cost and letting in respect of other flats in this Sector/Pocket, I estimate the monthly rent in the flat at Rs. 3000/- or annual rent Rs. 36000/- and fix the R.V. at Rs. 32400/- to be effective from 1/4/88. If the tax payer furnishes information about the cost paid to the D.D.A., date of possession, the monthly rent, if let and pays admitted taxes, the request for rectification will be considered and case processed for rectification on merits. Total tax payable comes to Rs. 41,748/-. If this tax is paid before 31-3-1994, rebate for prompt payment of taxes will be allowed.

[Signature]
Asstt. Assessor & Collector
Circle - XVIII

BILL FOR PAYMENT OF PROPERTY TAX

Demand No. *164/88* R.V.: Rs. 32400/-

Property tax for the period: 1/4/88
to 31-3-94.

Rs. 41748/-

To be paid on or before : 31-3-1994.

[Signature]
Signature of Assessing Officer

UNDER SECTION 124(5) OF THE D.M.C. ACT, 1957

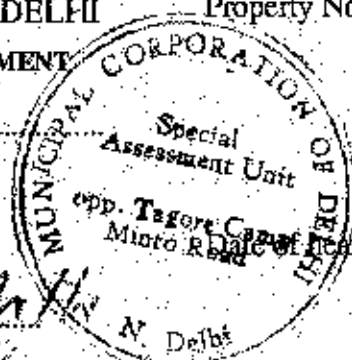
MUNICIPAL CORPORATION OF DELHI
ASSESSMENT & COLLECTION DEPARTMENT

Property No.

2114 Sec D Plot 17
Vasant Vihar

To

Sh Navender Nath
2114 Sec D Plot 17
Vasant Vihar New Delhi



Date of hearing

20.9.93

Time

11.30 A.M.

No.

124/SAU/93/1656 B

Dated

10/9/93

Dear Sir/Madam,

This has reference to your objection dated Nil against the rateable value of the above mentioned property. As required by sub-section (5) of Section 124 of the Delhi Municipal Corporation Act, for inquiring into and investigating the said objection, you are hereby allowed an opportunity of being heard in person or through an authorised agent.

2. You/your authorised agent are requested to attend on the above mentioned date and time alongwith the documents/evidence to substantiate your objection so that the same is taken into consideration before amending the assessment list.

Yours faithfully,

J.D. Asstt. Assessor & Collector
Municipal Corporation of Delhi

10/9/93


DELHI DEVELOPMENT AUTHORITY
(POSSESSION CERTIFICATE)

Reference allotment letter No. 126(1155)83/S.F.S./V.K./III
Dated 4/11/88

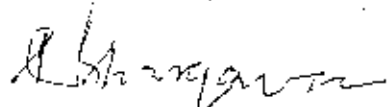
Certified that I have taken over the possession of self financing flat cat. II/III at Ground/~~First~~/~~Second~~/~~Third~~ floor bearing No. 2114 with/without Scooter Garage No. NIL in Self Financing Scheme at Vasant Kunj Sector 'D' Pocket II from the Delhi Development Authority on date 3/3/89 along with necessary fittings and fixtures and no defects are apparent.

The proforma showing the inventory of fittings and fixtures has been checked thoroughly and found correct.

Handed Over


3/3/89
(Signature of J.E.-in-charge)
Sub-division No. V,
SWD - V, DDA

Signature of Allottee


SH. NARENDRA NATH BH
Name in Block Letters

Dated 3/3/89

Dated 3/3/89

MUNICIPAL CORPORATION OF DELHI

(ASSESSMENT & COLLECTION DEPARTMENT)

Special Assessment Unit, Opp. Tagore Road Hostel,
MINTO ROAD, NEW DELHI

NOTICE GIVEN UNDER SECTION 126 OF THE DMC ACT, 1957.

To,
SH. NARENDER NATH
2114 GF SEC-D PKT-II
VASANT KUNJ NEW DELHI.

B-4/A, H-30 Khas

Enclave, N. Delhi - 110016.

DEMAND NO. :

NOTICE NO. : SAU/126/90-91/ 3524 / 864 / P

DATE OF ISSUE : 18/02/91 / 9-3-91

LAST DATE FOR RECEIPT OF
OBJECTION : 10/05/91

I, (name & designation given below) duly authorised and empowered in this behalf by the Commissioner, Municipal Corporation of Delhi, hereby inform you that for the reasons detailed below, I propose to amend the assessment list of 1988-89, 1989-90 and/or 1990-91 as per details given hereinafter and if you have any objections in this connection, you may submit your objections in my office, in writing, so that they are received in this office not later than 10/05/91. IF NO OBJECTION IS RECEIVED WITHIN THE AFORESAID TIME THE PROPOSED RATEABLE VALUE SHALL BE CONFIRMED AS PER PROVISIONS OF BYE-LAW 9(4) OF THE 'ASSESSMENT LIST BYE-LAWS, 1959'.

Description of Land or building (locality & premises No.)	Name & Address of the person primarily liable to pay the property tax	Existing Rateable Value	Proposed Rateable Value
4 GF PKT-II -D VASANT KUNJ	SH. NARENDER NATH 2114 GF SEC-D PKT-II VASANT KUNJ NEW DELHI.	---	48600 WEF 01/04

2. This is to inform you that as per proviso to Section 126 (3), you shall not be liable for payment of property tax or increase in tax due to this amendment for any period prior to 1st day of April, 1988.

3. In case you have already transferred the title of your property, you may inform the person to whom the title of the property has been transferred, to apply for mutation of this property, in this office u/s 128 of DMC Act.

4. By virtue of provisions of Section 176, this notice shall not be impeached or affected by reason only of any mistake in the name, residence, place of business or occupation of any person liable to pay the tax.

5. Since the liability for payment of taxes is joint and several, and if there is any other owner of the property, you may kindly inform him also of this proposal so that his objection is also received within the aforesaid time.

6. This proposal has been framed on the basis of the previous assessment records position at site and/or informations supplied by you under Section 131 of DMC Act.

(V. K. GAUTAM) 73

Deputy Assistant Commissioner,
Special Assessment Unit, Opp. Tagore Road Hostel,
Minto Road, New Delhi.

Name of the Officer issuing this notice

Reasons in brief for amendment in the Assessment List.

Assessment of land and/or building previously not included.

Jt. ABC/Dy. ABC/A.A.S.C.
Municipal Corporation of Delhi



AGREEMENT TO SELL AND PURCHASE

This Agreement is made in New Delhi on this 7th day of August....One Thousand Nine Hundred Eighty Nine BETWEEN Sri Narendra Nath Bhargawa son of Sri M N Bhargawa resident of P-4/A Hauz Khas Enclave, New Delhi, hereinafter called the FIRST PARTY of the one part and M/s Visa Agro Industries Pvt. Ltd of 5B Express Tower, 42A Shakespeare Sarani, Calcutta 17, acting through its Director Mrs Saroj Agarwal, hereinafter called the SECOND PARTY of the other part.

The expression of the terms First Party and Second Party, wherever they occur in the body of this Agreement, shall mean and include their respective heirs, executors, administrators and assigns, unless and until is repugnant to the context or meaning thereof.



Whereas the First Party is the allottee, lessee and in possession of SFS Cat III G.F. Flat No. 2114 in Sector D, Pocket 2 Vasant Kunj, New Delhi, which has been allotted to him by DDA New Delhi, vide file No. F 126(1155) 83/SFS/VK/III.

AND WHEREAS the First Party due to his legal needs and requirements has agreed to sell, transfer and convey his rights, interests, liens and titles in the said property unto the Second Party for a total consideration of Rs.3,25,000/- (Rupees Three Lacs Twenty Five Thousand only).

AND WHEREAS the SECOND PARTY has agreed to purchase, acquire and possess the same from the FIRST PARTY on the following agreed terms and conditions of this Agreement.

....2

N. Bhargawa

Visa Agro Industries Pvt. Ltd.

Saroj Agarwal
Director.

N. Bhargawa

Saroj Agarwal
Director.

NOW THIS DEED WITNESSES AS UNDER:-

That the entire consideration amount of the rights, interests, liens and titles of the First Party in the said property and the land beneath the same is fixed between the parties at Rs.3,25,000/- (Rupees three lacs twenty five thousand only) out of which, the First Party has received from the Second Party, a sum of Rs.3,15,000/- (Rupees three lacs fifteen thousand only) as part consideration and the receipt whereof, the First Party hereby confirms and acknowledges.

That the Second Party has agreed to pay the balance consideration amount i.e., Rs.10,000/- (Rupees ten thousand only) unto the First Party, within one month of the receipt of the information from the First Party to the effect that he has obtained permission for sale/transfer of said flat in favour of Second Party/his nominee, on receipt of which the First Party shall execute, sign and get registered before the proper registering authority, all such documents/deeds, which might be required for conveying the title of the said property in favour of the Second Party of his nominee.

That the First Party has assured the Second Party that the said property is free from all sorts of encumbrances i.e. mortgages, court injunctions, attachments, disputes, gifts, Wills, exchanges etc and shall keep the same in the same state. If it is ever proved otherwise, the First Party shall be liable and responsible for the same.

That the First Party shall on receipt of the balance consideration amount, as stated herein above, shall deliver the vacant physical possession of the said property, after clearing all the dues and demands in respect thereof i.e. House Tax, Electricity Bill, Water Bill, Ground Rent etc etc. for and upto the date of possession alongwith the documents concerning the said property.

That the if the First Party infinges the terms and conditions of this agreement, or backs out from the transaction, the Second Party shall be entitled to get the implementation thereof effected through Court of Law by Specific Performance of this agreement, or any other law for the time being in force at the costs and risks of the First Party, or may at his sole discretion, rescind this agreement, and in that eventuality, the First Party shall be liable to refund double the amount received by him from the Second Party, and as referred to hereinabove.

That the Second Party agrees to pay to DDA any demand raised by DDA on the first party on account of 50% unearned increase in value of land and any transfer charges claimed by DDA at the time of registration fees or any other charges demand being communicated to the first party. The decision of DDA in determination of the amount of 50% unearned increase and any transfer charges/registration fees etc as mentioned above shall be final and binding the Second Party.



Shangan

VISA AND INDUSTRIAL
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That if the Second Party fails to pay the balance consideration amount within stipulated period, the First Party may forfeit the earnest money or may at his sole discretion, charge a interest @ 18% per annum, on the balance consideration amount, till the date of final payment.

That in the eventuality of any dispute in between the parties, on any matter concerning this agreement or any matter incidental thereto, shall be referred to an arbitrator appointed mutually, as per Indian Arbitration Act, in force, and the award of the arbitrator so appointed, shall be final and binding in between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents on the date, month and year hereinabove first mentioned, in the presence of the following witness.

Place: New Delhi

Dated: 07.8.89

L. Shrivastava
FIRST PARTY

WITNESS

VISA AGRO INDUSTRIES PVT. LTD.

Saroj Agrawal
Director

SECOND PARTY

1. *Gupta*
A. S. Gupta
S/o Late Sh. G. C. Gupta
40 A-55, N.D.S.E.II
New Delhi-49



(SHAHAB AHMAD)
5/119 Safdarjung Enclave
New Delhi

ATTESTED

L. Shrivastava
Notary U.T. DELHI

7 AUG 1989

RECEIPT

Received with thanks a sum of Rs. 10,000/- (Rupees ten thousand only) from M/S Visa Agro Industries (P) Ltd. of 5-B, Express Towers, 42-A, Shakespere Sarni, Calcutta 700017, acting through its Director Mrs Saroj Aggarwal, prior to the execution of this receipt as full and final consideration of my SFS Cat III, G.F. Flat No. 2114, Sector D, Pocket 2, at Vasant Kunj, New Delhi, under the terms and conditions of the Agreement dated

The Executant doth hereby confirm the receipt of the said amount in cash.

In Witness Whereof, I, the Executant have put my hands on this receipt in the presence of the following witnesses.

Place

Dated

Witnesses

Executant



(SHAHAB AHMAD)

B-5/119, Safdarjung Enclave
New Delhi

RECEIPT

Received with thanks a sum of Rs. 10,000/- (Rupees ten thousand only) from M/S Visa Agro Industries (P) Ltd. of 5-B, Express Towers, 42-A, Shakeshpere Sarni, Calcutta 700017, acting through its Director Mrs Saroj Aggarwal, prior to the execution of this receipt as full and final consideration of my SFS Cat III, G.F. Flat No. 2114, Sector D, Pocket 2, at Vasant Kunj, New Delhi, under the terms and conditions of the Agreement dated

The Executant doth hereby confirm the receipt of the said amount in cash.

In Witness Whereof, I, the Executant have put my hands on this receipt in the presence of the following witnesses.

Place

Executant

Dated

Witnesses

(SHAHAB AHMAD)
B-5/119 Safdarjung Enclave
New Delhi



[Handwritten signature]



GENERAL POWER OF ATTORNEY

So it is known to all to whom it may concern that I, Shri Harinder Nath Bhargava S/o Shri M N Bhargava R/o P-4/A, Hapur Khas Enclave, New Delhi, do hereby nominate, appoint and constitute M/S. Visa Agro Industries (P) Ltd. of S-B, Express Towers, 42-A, Chakreshwar Sarni, Calcutta 700017, acting through its Director Mrs Saroj Aggarwal, as my lawful legal attorney and authorize her to do the following acts, deeds and things for and on my behalf and in my name, in respect of my SFS Cat III, S.F. Plot No. 7114, Sector D, Pocket 2, at Vasant Kunj, New Delhi, which has been allotted to me by DDA New Delhi, vide file No. 126(1105) SR/SFS/VK/III.

1. To have the physical possession of my said property, and to represent me before any Office/ Authority of any State/ Central Govt. or Local body i.e. D.D.A., M.C.D., N.P.M.C., P.E.S.U. etc. which may be connected and/or concerned with my said property in any manner whatsoever and to make any statement, application, affidavit, undertaking etc for and on my behalf and in my name, in respect of my said property or any matter incidental thereto.

2. To get water/ Sewer/ Electric/ Power Connection and other services in my said property and for the purpose to do all acts, deeds and things which are necessary for the same.

3. To pay the lease money and other dues in respect of my said property and/or the land beneath the same, and to get the receipts thereof.

4. To get the Lease Deed and or Supplemental Deed of the said property and/ or land beneath the same, and to get the same registered in the Office of the Sub Registrar Delhi/ New Delhi.

5. To make any additions/ alterations in the existing structure after seeking permission from the DDA/ Competent Authority in this regard and for the purpose to apply for and get the plans sanctioned if required and get the authorized quotas of building materials and engage any Labour/ Contractor etc for the purpose.

Harinder Nath Bhargava



6. To get the property assessed for House Tax, to pay the same and to get the refund thereof, if paid in excess.

7. To let out the said property in full or in part to any intended tenant(s), to receive rents in his own name, issue receipts thereof, under his own signatures and deal with the tenant(s) in any lawful manner.

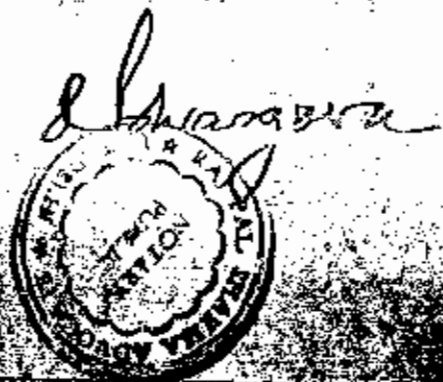
8. To negotiate, agree to sell or dispose off or transfer by way of exchange, lease (whether permanent or for long or short period), entire property, or any part thereof, at such terms, which my attorney may in his sole discretion deem fit and proper, with any person, whosoever, and to enter into any agreement with the intended purchaser, to receive earnest money in his own name and give receipts thereof.

9. To apply for and get the Income Tax Clearance Certificate, if so required, for the sale/ transfer of my rights, interests, liens and titles in the said property, or any part thereof, from the office of the Concerned Income Tax Officer in form 34-A under the Provisions of Section 230-A(1) of the Income Tax Act 1961, and for the purpose to do all acts, deeds and things which are necessary for the same.

10. To apply for and get permission from the office of the D.D.A/ Competent Authority, for the sale/ transfer of my rights, interests, liens and titles in the said property and the land beneath the same, or any part thereof, in favour of the intended purchaser(s) or his/ their nominee(s).

11. To execute, sign and present for Registration, before proper Registering Authority, proper Sale/ Conveyance Deed, for conveying my rights, interests, liens and titles in the said property and the land beneath the same, or any part thereof, in favour of the intended purchaser(s) and for the purpose of conveying the same, absolutely and for ever, in favour of the intended purchaser(s), or his/ their nominee(s), to do all other acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof, and to admit the receipt thereof, and deliver the possession thereof, to the said purchaser(s) or his/their nominee, either Physical or Constructive, as may be feasible.

12. To file/defend any suit in any Court of Law in any matter concerning my said property or any matter incidental thereto and for the purpose, to appoint any advocate, pleader, vakil, attorney etc. and to make any statement, application, affidavit, undertaking etc. for and on my behalf and in my name.



13. To execute, sign and present all kinds of suits, writs, complaints, petitions, revisions, written statements, appeals, etc. in law courts i.e. Civil, Criminal or Revenue and/ or Tribunal and to proceed in all proceedings before arbitration or any other authority in my name and on my behalf in any matter concerning my said property or any matter incidental thereto.

14. To execute a rectification deed of any deed(s) executed in respect of the said property and to get the same registered in the office of the Sub Registrar Delhi/ New Delhi.

15. To appoint any other person(s) as my attorney authorising him/ her to do all or any of the above acts, or any other acts, which have not been specifically mentioned herein above, and in the opinion of my attorney, ought to be done, executed or performed, in respect of my said property, or any matter incidental thereto, and to cancel, withdraw or revoke the powers conferred upon said attorney.

AND I, the Executant, do hereby specifically mention that the acts, deeds and things done or got done by my attorney, by virtue of this power of attorney, in respect of my said property, be construed as acts, deeds and things done by me, and this Power of Attorney is Irrevocable.

IN WITNESS WHEREOF, I, the Executant have put my hands on these presents in the presence of the following witnesses, on the date, month and year herein below mentioned.

Place ~~Delhi~~ Noida

Dated 7.8.89

EXECUTANT.

WITNESSES:-

1. ~~A.S. Gupta~~ s/o Late Sh. G. C. Gupta
70 A. 55, N. B. S. E. II, New Delhi-49

(SHAHAB AHMAD)

2. B-5/1119 Safdarjung Enclave
New Delhi

TESTED
Notaral Copy
3

NOTARY, DELHI

6 MAR 1990



11/11/75 11:10 AM

11/11/75 11:10 AM
 11/11/75 11:10 AM
 11/11/75 11:10 AM

DNo 106
 129

Year	Days	1975	1976	1977	1978	1979	1980
1975-1976	365	3720	124	324	0	0	7608
1976-1977	365	3720	324	324	0	0	7608
1977-1978	365	3720	324	324	0	0	7608
1978-1979	365	3720	0	0	0	0	6540
1979-1980	365	3720	0	0	0	0	6540
1980-1981	365	3720	0	0	0	0	6540
Total		17280	772	648	0	0	11748
1975-1976	365	3720	0	0	0	0	5400
Total		17280	772	648	0	0	11748

New Addition VB 106

11/11/75 11:10 AM
 11/11/75 11:10 AM
 11/11/75 11:10 AM

1975-1976	21	372	21	20	0	0	137
1976-1977	330	3720	372	372	0	0	5004
1977-1978	365	4000	432	232	0	0	5004
1978-1979	365	4004	0	0	0	0	4004
1979-1980	365	4004	0	0	0	0	4004
Total		13324	804	604	0	0	2624
1975-1976	21	372	0	0	0	0	372
Total		13324	804	604	0	0	2624

Difference upto 1975 12

10000 1000 1000 0 0 17400

US 284

27054

18230

A/Tin Dte

18/12/75

4725

2810

1915

**दिल्ली नगर नियम
कर निर्धारण एवं समाहरण विभाग
विशेष कर निर्धारण यूनिट**

एलैट नं० **2114** सैंक्टर- **डी** पाकेट- **11**

करदाता का नाम : श्री **बरेलू बाबू शर्मा**

आत कुंज, बह दिल्ली

पीपीओ: श्री

वर्तमान कर योग्य मूल्य र० **32400/-**

प्रस्तावित कर योग्य मूल्य:

लागू होने की तिथि : **1.4.88**

लागू होने की तिथि:

दिल्ली नगर निगम अधिनियम की धारा 176 के अन्तर्गत संशोधन

इस मामले में कर योग्य मूल्य र० **32400/-** दिनांक **1.4.86** से आकर
दिनांक **12.2.84** द्वारा प्रथम कर निर्धारण / प्रथम किरायेदारी होने पर अनुमानित
साप्तिक किराया र० **3000/-** के आधार पर इस निर्देश के साथ तय किया गया कि
जिस ही करदाता बांझ कृतावेज प्रस्तुत कर देगा तथा देय कर अदा कर देगा, आकर
में संशोधन हेतु उसका अनुरोध स्वीकार कर लिया जायेगा।

अब करदाता द्वारा निम्न बांझ कृतावेज प्रस्तुत करने एवं देय सम्पत्ति
र० **19000/-** दिनांक **13.10.85** को जमा करने पर, संयुक्त कर, निष्पत्तिगत एवं सम्पत्तिगत
ने अपने आकर दिनांक **13.10.85** के अन्तर्गत कर योग्य मूल्य में संशोधन करने की
स्वीकृति प्रदान कर दी है।

1. अलौटी का नाम : श्री **बरेलू बाबू शर्मा**
2. एलैट की कुल लागत : र० **2,00,500/-**
3. कच्चा लेने की तिथि : **3.3.89**
4. स्वयं व किराये का प्रमाण : **विशेष कर निर्धारण यूनिट के पत्र दिनांक 10.3.89**
के आधार पर द्वारा उक्त करीब आने के अन्तर्गत आने के लिए कर देना है।
5. यह एलैट श्री **मेरिया र० 3,25,000/-** में श्री **बरेलू बाबू शर्मा** से करीब लिया है।

उपरोक्त के आधार पर कर योग्य मूल्य में संशोधन इस प्रकार किया जाता है:-

1. कुल लागत का 10 प्रतिशत 1-4 10 प्रतिशत देय र० **25250/-** दि. **3.3.89**
 2. कुल लागत का 10 प्रतिशत 1-4 15 प्रतिशत देय र० **23840/-** दि. **1.4.84**
- 1. संशोधित बांझ-लाभ के अन्तर्गत**

दिल्ली नगर निगम कर योग्य मूल्य निर्धारण विनियम 1994 दिल्ली उच्च-
न्यायालय में दिल्ली न्यायालय में भी चले जा चुके हैं। यदि उपरोक्त विनियमों में ये
न्यायालय कोई भिन्न निर्देश देते हैं तो इस आकर द्वारा दिया गया लाभ बांझ
ले लिया जायेगा।

धोषित।
सम्पत्ति के प्रयोग के लिए प्रेषित किया जाये तथा यदि सम्पत्ति में कोई
बदलाव हो तो उसका रिवाज करें।

संशोधित कर योग्य मूल्य :-

1. र० **25250/-** दिनांक **3.3.89**
2. र० **23840/-** दिनांक **1.4.94**

प्रति: करदाता के लिए।

Accepted
[Signature]

उप कर निर्धारक एवं समाहरता
संकेत-18, सा 3

1 टी०आर०/१६/९१

VISA AGRO INDUSTRIES PRIVATE LIMITED

VISA

5B, EXPRESS TOWER
42A, SHAKESPEARE SARANI
CALCUTTA - 700 017
TELEPHONE (033) 247-0181
40-8766
10-8754
TELE FAX (033) 40-4826
247-0114
TELEX 212476 HSNL IN

August 10, 1995

To,
Asst. Assessor & Collector,
Circle XVIII
Municipal Corporation of Delhi
New Delhi

Dear Sir,

Sub: Property Tax - Property No. 2114 Sector-D, Plot No.2
Ref: Discussion held on 8.8.95 with Mr Yogesh Kumar Agarwal

As per our discussion with you, we hereby declare the following :

1. The said property is being used by the company for residential purposes only.
2. The company has allotted said property to our Manager, Mr Sanjeev Dhar, and we are not charging any rent from him.

Thanking you,

Yours faithfully,
for Visa Agro Industries Pvt Ltd,

VISA AGRO INDUSTRIES PVT LTD
Sang Agarwal
Director
(DIRECTOR)

ac-kpr

10RS



TO WHOM IT MAY CONCERN

We hereby authorise Mr Yogesh Kumar Agarwal, S/O Shri Shankar Saran Agarwal, residing at 2588 D-2 Vasant Kunj, New Delhi, whose signature is attested below, to represent our company and to sign all relevant papers, correspondence, declaration etc. on our behalf regarding the property tax/house tax etc. of the Municipal Corporation of Delhi for Property No. 2114 D-2 Vasant Kunj, New Delhi.

for Visa Agro Industries Pvt Ltd

YISA AGRO INDUSTRIES PVT. LTD.

Samaj Agrawal

Director
(Director)

Signature of Mr Y.K.Agarwal:

(Signature)

(Y.K.Agarwal)

Attested by:

Director

Samaj Agrawal

YISA AGRO INDUSTRIES PVT. LTD.

(Director)

To
Asstt. Assessor & Collector
Circle XVIII
New Delhi.

17/8/95

Dear Sir.

Sub.: Property tax
Ref.: Flat no. 2114 D-2
Vasant Vihar.

I have received a demand of Rs. 33700/- which is not correct. The flat is purchased on G/A and all required papers are already submitted. A sum of Rs. 19,000 is already deposited as an advance tax. Property is self occupied. kindly decide the case, so that I can deposit the correct amount with all rebate.

Thanking you,
Yours faithfully

(Signature)
for. Vita Agro Industries Pvt Ltd,
2114. D-2 Vasant Vihar,
New Delhi.

Add A/pl. pl.

(Signature)
7/8

VISA AGRO INDUSTRIES PRIVATE LIMITED

5B Express Tower 42A Shakespeare Sarani Calcutta 700 017
(Phone : (033) 247-0114/247-0181 Telex : 021-2476 HSNL IN Fax : 091-33-404826/2472874)

January 3, 1995.

Asstt. Assessor & Collector,
Circle XVIII,
Municipal Corporation of Delhi,
New Delhi

Sub: Property tax-Property No. 2114, Sector D, Pkt. 2.

Ref: Discussions of our representative Mr Yogesh Kumar Agarwal with
your Mr K.K.Mishra on 28/12/94.

Dear Sir,

As per our discussions with you, we hereby declare the following:

1. We have not given the said property on rent.
2. The said property is being used by the Company for its own purposes.
3. The Company is not charging any rent from anybody for the said property.
4. The Company has not done any extra construction in the said property.
5. We have already submitted all required papers regarding the assessment of said property.
6. We have already paid advance tax of Rs. 19,000/- vide receipt no. 784044 and 932049 dated 22.03.94 and 29.09.94.

We therefore request you to kindly decide the case as early as possible to avoid any dispute in future.

Thanking you,

Yours faithfully,
For Visa Agro Industries Pvt. Ltd.,

Saroj Agarwal.

(SAROJ AGARWAL)
Director

Local telephone no.
6890151
Person may be contacted.
Yogesh Kumar Agarwal
Delhi 110015

To



30-9-94

Asstt. Assessor & Collector
Circle XVIII
Vasant Kunj
Municipal Corporation of Delhi
NEW DELHI.

18

Ref: 106/129. 2114 D-II Vasant Kunj.

Sub: Property Tax

Dear Sir,

We have deposited a sum of Rs. 15000/- on 24-3-94 and
Rs. 4000/- on 29.9.94 vide receipt No. 784044 and 932049.

It is requested that kindly decide the case as early as
possible to avoid any delay to deposit the taxable
amount. In the meantime we have approached the dealing
clerk and concern officer for the same and they
suggested to submit few more papers (enclosed) to
decide the case.

Thanking you,

Yours faithfully,

(YOGESH KUMAR AGARWAL)
VISA-AGRO INDU.PVT.LTD.
5B, Express Tower
42A, Shakspear Sarani
Calcutta - 700 017

*Put up details
for verification*

- Encl: i) Receipt of 15000 & 4000
ii) Copy of Previous Letter.
iii) Copy of sale agreement.,
iv) Money receipt.

A29

12/10/94

- NOTE: i) All other required papers are already submitted.
ii) Property is self occupied
iii) No extra construction done
iv) DDA has given possession on 3.3.89.

VISA AGRO INDUSTRIES PRIVATE LIMITED

5B Express Tower 42A Shakespeare Sarani Calcutta 700017

(Phone: 247-0114, 247-0181 Fax: 091-33-404826/2472874)

March 21, 1994

To,
Asstt. Assessor & Collector
Circle XVIII
Municipal Corporation of Delhi
New Delhi

Sub: Property Tax, Property No. 2114
sec.D.pkt II, Vasant Kunj

Ref: Demand No. 106/129 dt. 12/2/94

Dear Sir,

We are in receipt of your letter dated 12/2/94 regarding the Property Tax of flat No. 2114 sec.D-II, Vasant Kunj, New Delhi.

It is requested that kindly rectify your calculation and demand, because we have not letted out this property (It is self occupied) and D.D.A has given the possession on 3.3.89 instead of 01.04.88. A photocopy of possession letter is enclosed for your reference and calculation.

In the meantime we are depositing a demand draft of Rs. 15,000/- No. 442021 dated 22/3/94 of Indian Bank, as per your officer Mr S. K. Vashit's suggestion and direction.

It is further requested that if this deposited amount is more than your calculated amount, kindly adjust the balance amount for next years property tax.

Thanking you,

Yours faithfully,

Sd/- Saroj Agarwal

(SAROJ AGARWAL)

Director

Visa Agro Industries (P) Ltd.

5B, Express Tower, 42A, Shakespeare Sarani
Calcutta - 700 017

Encl: A D. D. of 15,000/-

A Photocopy of possession letter

*Recd Receipt No.
784044 dt 24/3/94
and application is
given to Mr. Vashit on
22/3/94 with Photocopy
of possession letter*

विष्णोर्वाक्यं
महाविष्णोर्वाक्यं



STANDARD BASIC ELEMENTS

Page 2, Para 2 (a)

78404

President John F. Kennedy
 100-443886-2000
 78-100-443886-2000
 78-100-443886-2000

शिव का नाम

五

संयति का विचार

विद्यया विमुक्तये

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2-1 105 and

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पिण्डपत्रे चर्चा

क. विना

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राम की विधि

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15000

(उत्तरांचल) विविध कार्य केन्द्रों के विभागों के द्वारा

25-3-96

VISA AGRO INDUSTRIES PRIVATE LIMITED
DDA FLAT NO. 2114, SECTOR - D - II, VASANT KUNJ, NEW DELHI-110030

To

Asstt. Assessor & Collector
Circle XVIII
Municipal Corporation of Delhi
New Delhi

Date : 14 06.94

Sub : Property Tax, Property No. 2114, Sector D,
Pocket II- Vasant Kunj. New Delhi.

Dear Sir,

As desired by you, we are giving in writing that we have not done any extra construction in the flat.

It is further requested that kindly decide the case so that we can deposit property tax regularly and to avoid any fault.

Thanking you,

Yours faithfully,

Saroj Agarwal
(SAROJ AGARWAL)
Director

Visa Agro. India Pvt. Ltd.
5B, Express Tower
42 A, Shakspeare Sarani
Calcutta - 17

VISA AGRO INDUSTRIES PRIVATE LIMITED

5B Express Tower 42A Shakespeare Sarani Calcutta 700017

(Phone: 247-0114, 247-0181 Fax: 091-33-404826/2472874)
March 21, 1994

To,
Asstt. Assessor & Collector
Circle XVIII
Municipal Corporation of Delhi
New Delhi

Sub: Property Tax , Property No. 2114
sec.D.pkt II, Vasant Kunj

Ref: Demand No. 106/129 dt. 12/2/94

Dear Sir,

We are in receipt of your letter dated 12/2/94 regarding the Property Tax of flat No. 2114 sec.D-II, Vasant Kunj, New Delhi.

It is requested that kindly rectify your calculation and demand, because we have not letted out this property (It is self occupied) and D.D.A has given the possession on 3.3.89 instead of 01.04.88. A photocopy of possession letter is enclosed for your reference and calculation.

In the meantime we are depositing a demand draft of Rs. 15,000/- No. 442521 dated 22/3/94 of Indian Bank, as per your officer Mr S. K. Vashit's suggestion and direction.

It is further requested that if this deposited amount is more than your calculated amount, Kindly adjust the balance amount for next years property tax.

Thanking you,

Yours faithfully,

Saraj Agarwal

(SAROJ AGARWAL)

Director

Visa Agro Industries (P) Ltd.

5B, Express Tower, 42A, Shakespeare Sarani
Calcutta - 700 017

Encl: A D. D. of 15,000/-

A Photocopy of possession letter

*Deposited in me
vide receipt
NO. 784045.
dt. 24.3.94
Rs. 15000/-*

Reg. A.D.

Annexure B

DELHI DEVELOPMENT AUTHORITY
SELF FINANCING SCHEME (H)
2nd FLOOR 'D' BLOCK
VIKAS SADAN NEAR INA MARKET

No. F/26(6352)2/3/5/1/1/1

Dated: 28/4/88

From: Asstt. Director (SFS)
Delhi Development Authority

To : Sh./Smt./Miss Harith Khanna
3654, Indira Nagar, New Delhi
6701, 1st Flr - B - 158

Sub: Allotment of flat of category III on First floor
at 1st floor, Vikas Sadan under SFS payment of fifth and
final instalment.

Dear Sir/Madam,

I have the pleasure to inform you that on the basis of
the draw of lots held on 17-4-87 you had been allotted
specific flat bearing No. 2526 of Cat. III on 1st
floor in 1st floor, Vikas Sadan in accordance with this office letter
of even number dated 20-1-84 the fifth and final
instalments as detailed below has become due from you:

i)	Final cost of the flat	Rs. <u>279400 = 00</u>
ii)	Amt. already paid (as per record)	Rs. <u>227700 = 00</u>
iii)	Balance amount	Rs. <u>51700 = 00</u>
iv)	Documental charges	Rs. <u>75 = 00</u>
v)	Ground rent for the first two years @ Rs.	Rs. <u>4 = 00</u>
vi)	Service charges for one year	Rs. <u>100 = 00</u>
vii)	Intt. payable by you towards delay in payment of instalment.	Rs. <u>270 = 00</u>
viii)	Interest for actual period payable by you before 1st Jan 88 on account of delay in payment of interest.	Rs. <u>43564 = 51</u>
ix)	Total excess amount/Amt. payable	Rs. <u>18342 = 45</u>
x)	Net amount payable	Rs. <u>77371 = 45</u>

(Amount in Words) Seventy Seven Thousand Three Hundred and Seventy one paise only

The above amount is to be paid within 30 days from the
date of issue of this letter.

The possession of the flat will be given to you by the
Ex-Engineer at site on the basis of possession letter/Authorisa-
tion letter issued by the Housing Deptt. The letter authorising
you to take possession from the Ex-Engineer at site will be
issued to you after submitting the following documents:

P.T.O.

No. 65644-2P

TAXES ON PROPERTY AND COLLECTED FROM THE TAXATION OF ESTATE, INCOME, AND GIFT TAXES.

MUNICIPAL CORPORATION OF DELHI
 (ESTABLISHMENT AND COOPERATION DEPARTMENT)
 Social Cooperation Unit
 OFFICE NO. 602, METRO POLIS BUILDING, PLOT NO. 1, NEW DELHI-2

Zone: S.A.U. Property No. 2580...Sec D...Pkt 11...Vasant Kunj
Name of the owner Mr. M. K. B. L. A......
Previous R.V. - Nil - Proposed R.V. Rs. 49500/-
Date of effect: 1/1/88

and the flat has the flat in the and for the cover of the flat

Property tax is payable as a percentage of the rateable value of the plot and the rateable value is the annual rent at which the premises are expected to be let from year to year. In the absence of details of electricity, water, this annual rent has to be estimated. Keeping in view the information of cost and letting in respect of other flats in this Sector/Pocket, I estimate the monthly rent in the flat at Rs. 3,000/- or annual rent Rs. 36,000/- and fix the P.W.D. at Rs. 3,600/- to be effective from 1/4/86. If the tax payer furnishes information about the cost paid to the P.W.D. date of possession, the monthly rent, if let and pays submitted taxes, the matter for rectification will be completed on the basis of documents. For rectification on merits, Total tax payable comes to Rs. 1,740/-. If this tax is paid before 31-3-86, rebate for prompt payment of taxes will be allowed.

Asst. Librarian & Collector
Circle - XVIII

4. 4.00 = 4% PAYROLL TAX (EMPLOYER'S SHARE)

Demanda No: 103/2008 C.V.: 2008-14701-

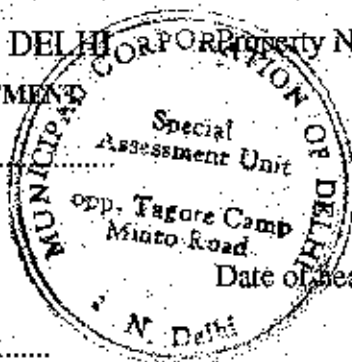
property tax for yr. ended: 1/1/74 \$6,417.87/-

To be paid on or before : 11-6-1964.

Signature of Assigning Officer

UNDER SECTION 124(5) OF THE D.M.C. ACT, 1957

MUNICIPAL CORPORATION OF DELHI
ASSESSMENT & COLLECTION DEPARTMENT



Property No. 9588 Sec 1, 1st Flr
Vasanti Kung

To

Q. H. V. K. V. K.
2588
Vasanti Kung

Date of hearing

9/9/93

Time

11.15

No.

105/5/11/93/1117

Dated

14-8-93

Dear Sir/Madam,

This has reference to your objection dated 14/8/93 against the rateable value of the above mentioned property. As required by sub-section (5) of Section 124 of the Delhi Municipal Corporation Act, for inquiring into and investigating the said objection, you are hereby allowed an opportunity of being heard in person or through an authorised agent.

2. You/your authorised agent are requested to attend on the above mentioned date and time alongwith the documents/evidence to substantiate your objection so that the same is taken into consideration before amending the assessment list.

Yours faithfully,

J. D. Asstt. Assessor & Collector
Municipal Corporation of Delhi
9/9/93

DELHI DEVELOPMENT AUTHORITY

(POSSESSION SLIP)

Reference allotment letter No F.126(L.6358)83/SFS/V.A.H.
Dated 10.6.88

Certified that I have taken over the possession of self financing flat cat. II/III at Ground/First/Second/Third Floor bearing No 2588 with/without Scooter Garage No 2588 ... 10 in Self Financing Scheme at Vasant Kunj (Kishan Garh) Pocket B, from the Delhi Development Authority on date 11.7.88 along with necessary fitting and fixtures and no defects are apprent.

The proforma showing the inventory of fitting and fixtures has been checked thoroughly and found correct.

Handed Over

G. C. Jain

11.7.88

JE/HD XXI/DDA

Harish Khare

Signature of Allottee

..... HARISH KHAHA

Name in Block Letters

Dated 11.7.88

Dated 11.7.88

MUNICIPAL CORPORATION OF DELHI

(ASSESSMENT & COLLECTION DEPARTMENT)

Special Assessment Unit, Opp. Tagore Road Hostel,
MINTO ROAD, NEW DELHI

NOTICE GIVEN UNDER SECTION 126 OF THE DMC ACT, 1957.

To,

SHRI HARISH KHERA
2588 POCKET-II
VASANT KUNJ SECTOR-D
NEW DELHI

DEMAND NO. :

NOTICE NO. : SAU/126/90-91/ 5636

DATE OF ISSUE : 23/02/91

LAST DATE FOR RECEIPT OF

OBJECTION : 10/05/91

I, (name & designation given below) duly authorised and empowered in this behalf by the Commissioner, Municipal Corporation of Delhi, hereby inform you that for the reasons detailed below, I propose to amend the assessment list of 1988-89, 1989-90 and/or 1990-91 as per details given hereinafter and if you have any objections in this connection, you may submit your objections in my office, in writing, so that they are received in this office not later than 10/05/91. IF NO OBJECTION IS RECEIVED WITHIN THE AFORESAID TIME THE PROPOSED RATEABLE VALUE SHALL BE CONFIRMED AS PER PROVISIONS OF BYE-LAW 9(4) OF THE 'ASSESSMENT LIST BYE-LAWS, 1959'.

Description of Land
or building (locality
& premises No.)

Name & Address of the person
primarily liable to pay the
property tax

Existing
Rateable
Value

Proposed
Rateable
Value

588 PKT-II
ASANT KUNJ SEC-D

SHRI HARISH KHERA
2588 POCKET-II
VASANT KUNJ SECTOR-D
NEW DELHI

48600 WEF 01

2. This is to inform you that as per proviso to Section 126 (3), you shall not be liable for payment of property tax or increase in tax due to this amendment for any period prior to 1st day of April, 1988.
3. In case you have already transferred the title of your property, you may inform the person to whom the title of the property has been transferred, to apply for mutation of this property, in this office u/s 128 of DMC Act.
4. By virtue of provisions of Section 176, this notice shall not be impeached or affected by reason only of any mistake in the name, residence, place of business or occupation of any person liable to pay the tax.
5. Since the liability for payment of taxes is joint and several, and if there is any other owner of the property, you may kindly inform him also of this proposal so that his objection is also received within the aforesaid time.
6. This proposal has been framed on the basis of the previous assessment records position at site and/or informations supplied by you under Section 131 of DMC Act.

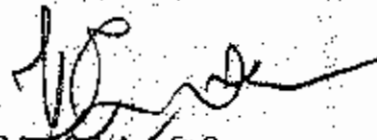
M. K. GAULAM MS

Deputy Commissioner,
Special Assessment Unit, M.C.D.
Minto Road, New Delhi.

Name of the officer issuing this notice

Reasons in brief for amendment in the Assessment List.

Assessment of land and/or building previously not included.


Jt. ABC/Dt. ABC/A.A. & C.
Municipal Corporation of Delhi

NOTE : Please see the instructions given overleaf.



AGREEMENT TO SELL AND PURCHASE

This Agreement is made at Delhi, on 26th day of Oct. 1989, between Shri Harish Khara S/o late Shri R.D. Khara R/o 158, Tagore Park, Model Town, Delhi-9, hereinafter called the first party of the one part and M/s. Himachal Saw Millers, (P) Ltd. 42-A Shakeshpere Colony Calcutta-700017 acting through its Director Mrs. Saroj Agarwal hereinafter called the second party of the other part.

The expression of the terms first party and second party, wherever they occur in the body of this Agreement, shall mean and include their respective heirs, executors, administrators and assigns, unless and until is repugnant to the context or meaning thereof.

Whereas the first party is the allottee lessee and in possession of SFS Cat. III F.F. Flat No. 2588 Vasant Kunj, New Delhi which has been allotted to him by F.D.A. New Delhi vide file No. F 126 (6358) 83/SFS/VK/III dated 10.6.1988.

And whereas the first party due to his legal needs and requirements has agreed to sell, transfer and convey his rights, interests, liens and titles in the said property unto the second party for a total consideration of RS-3,50,000/- (RS three lakhs & fifty thousand only).

And whereas the second party has agreed to purchase, acquire and possess the same from the First Party on the following agreed terms and conditions of this Agreement:

Saraj Agarwal

NOW THIS DEED WITNESSES AS UNDER: -

That the entire consideration amount of the rights, interests, claims and titles of the First Party in the said property and the land beneath the same is fixed between the parties at Rs.3,50,000/- (Rs. Three Lacs Fifty thousand Only), out of which, the First Party has received from the Second party, a sum of Rs.3,40,000/- (Rs. Three Lacs forty thousand Only) as part consideration and the receipt thereof, the first party hereby confirms and acknowledges.

That the second party has agreed to pay the balance consideration amount i.e. Rs.10,000/- (Rs. Ten thousand Only) into the first party, within one month of the receipt of the information from the First Party to the effect that he has obtained permission for sale/transfer of said flat in favour of his nominal nominee/s, on receipt of which the First Party shall execute, sign and get registered before the proper registering authority, all such documents/deeds, which might be required for conveying the title of the said property in favour of the second party or his nominee/s.

That the First party has assured the Second Party that the said property is free from all claims of third parties i.e. mortgage, court injunction, attachment, etc. and shall keep the same in the same state. If it is found otherwise, the First party shall be liable and responsible for the same.

That the First party shall on receipt of the balance consideration amount, as stated herein above, shall deliver the vacant physical possession of the said property, after clearing all the dues and demands in respect of taxes, i.e. House Tax, Electricity Bill, Water Bill, Ground rent etc. for and upto the date of delivery along with the documents concerning the said property.

Sanj Agrawal

Handwritten note: Kanchan Kaur

That the if the First Party infringes the terms and conditions of this Agreement, he backs out from the transaction, the Second party shall be entitled to get the implementation thereof effected through court of law by specific performance of this Agreement, or any other law for the time being in force at the costs and charges the First Party, or may at his sole discretion, rescind this Agreement, and in that eventuality, the First party shall be liable to refund ~~back~~ the amount received by him from the Second party, and as referred to hereinabove.

That the second party agrees to pay to DDA any demand raised by DDA on the first party on account of 50% unearned increase in value of land and any transfer charges claimed by DDA at the time of Registration fees or any other charges demand being communicated to the first party. The decision of DDA in determination of the amount of 50% unearned increase and any transfer charges registration fees etc as mentioned above shall be final and binding the Second Party.

That if the second party fails to pay the balance consideration amount within stipulated period, the First party may forfeit the earnest money or may at his sole discretion, charge a interest @ 10% per annum, on the balance consideration amount, till the date of final payment.

That in the eventuality of any dispute in between the parties in any matter concerning this agreement or any matter incident to this, shall be referred to an arbitrator appointed mutually, as per Indian Arbitration Act, in force, and the award of the arbitrator so appointed, shall be final and binding in between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents on the 28th month of year hereinabove first mentioned, in the presence of the following witnesses.

WITNESSES:

1. *Shelob Shind*
40 Kato H/lot Shind
204/D-2 Varad Kany
He Delh-30

2. *A K Chauhan*
51, PC Chauhan
C/148 Nizam Puri

Vasun Khare
First Party.

Sanjay Agrawal
Second Party.

Receipt

Received with thanks a sum of Rs 10,000/- (Rupees ten thousand only) XN from M/s. Him-chal Saw Millers (P) Ltd, 42A Shakespeare Sarni Calcutta 700017 through its Director Mrs. Siraj Aggarwal, prior to the execution of this receipt as full and final ~~XXXX~~ consideration of my SPS CAT. III FF Flat No. 2588 Sector D Pocket 2, at Vasant Kunj New Delhi, under the terms and conditions of the agreement dt. 26 Oct 1989

The executant doth hereby confirm the receipt of the said amount in cash.

In witness whereof I, the Executant have put my hands on this receipt in the presence of the following witnesses.

Place, New Delhi.

Dated .

Witnesses.

Latika Singh Bajwa

Latika Singh Bajwa

Executant.

Gurcharan Kaur Bajwa

Smt. Gurcharan Kaur Bajwa,
w/o late S. Satnam Singh
Bajwa R/o Railway Road,
Quadiyan Distt. Gurdaspur
Punjab.

R E C E I P T

Received with thanks a sum of Rs. 3,40,000/- (Rupees three lacs forty thousand only) from M/s. Himachal Saw Millers (P) Limited, 42, A Shakespeare Sarni Calcutta 700017 acting through its Director Smt. Siroj Aggarwal prior to the execution of this receipt as part consideration for the sale of my flat No. 2588, Vasant Kunj New Delhi under the terms and conditions of the Agreement dt 26.10.1989 which was allotted by the DDA New Delhi.

The Executant doth hereby confirm the receipt of the said amount as under:-

Amount	Draft/Pay order No. and date.	Drawn on
Rs. 3,40,000/-	Draft.No. 099069 dt. 3.10.1989	Indian Bank Chandigarh.

IN WITNESS WHEREOF I the Executant have put my hands on this receipt in the presence of the following witnesses.

Place New Delhi.

Dated 26.10.89

Witnesses.

Partap Singh Bajwa

Housh Khera

Executant



Gurbachan Kaur
Smt. Gurbachan Kaur Bajwa,
w/o late S. Satnam Singh Bajwa
R/o Railway Road, Quadiyan
Distt. Gurdaspur Punjab.



GENERAL POWER OF ATTORNEY

Be it known to all to whom it may concern that I, Harish Khara S/o late Shri R.D. Khara R/o 158, Tagore Park, Model Town, Delhi do hereby nominate, appoint and constitute M/s. Himachal Saw Mill (P) Ltd. 42-A Shakeshpere Sahi Calcutta-700017 acting through its Director Mrs. Saroj Agarwal as my ~~legal~~ legal attorney and authorize her to do the following acts, deeds and things for and on my behalf and in my ^{NAME} in respect of my SFS Flat No. 2588 Cat. III P.F. with scooter Garage at Vasant Kunj, New Delhi which has been allotted to me by DEA, New Delhi vide File No. F 126 (6358) 83/SFS/VK/III dated 10.6.1988.

Harish Khara

1. To have the physical possession of my said property, and to represent me before any Office/Authority of any State/Central Govt. or local body i.e. DDA, MCD N.D.C., DESU etc. which may be connected and/or concerned with my said property in any manner whatsoever and to make any statement, application, affidavit, undertaking etc. for and on my behalf and in my name, in respect of my said property or any matter incidental thereto.
2. To get water/sewer/electric/power connection and other services in my said property and for the purpose to do all acts, deeds and things which are necessary for the same.

3. To pay the lease money and other dues in respect of my said property and/or the land beneath the same, and to get the receipts thereof.
4. To get the Lease Deed and or supplemental deed of the said property and/or land beneath the same, and to get the same Regd. in the office of the Sub-Registrar, Delhi/New Delhi.
5. To make any addition/s, alterations in the existing structure after seeking permission from the DDA/Competent Authority in this regard and for the purpose to apply for and get the plan sanctioned if required and get the authorised quotes of building materials and engage any labour/ Contractor etc for the purpose.
6. To get the property assessed for House tax, to pay the same and to get the refund thereof, if paid in excess.
7. To let out the said property in full or in part to any individual tenant/s, to receive rents in his own name, issue receipts thereof, under his own signatures and deal with the tenant/s in any lawful manner.
8. To negotiate, agree to sell or dispose off or transfer by way of exchange, lease (whether permanent or for long or short period) entire property, or any part thereof, at such terms which my attorney may in his sole discretion deem fit and proper, with any person, who so-ever, and to enter into any agreement with the intended purchaser to receive earnest money in his own name and give receipts thereof.
9. To apply for and get the Income Tax Clearance Certificate, if so required, for the sale/transfer of my rights, interests, liens and titles in the said property, or any part thereof, from the office of the concerned Income Tax Officer in form 34-A, under the Provision of Section 230-A(1) of the Income Tax Act 1961 and for the purpose to do all acts, deeds and things which are necessary for the same.
10. To apply for and get permission from the office of the DDA/Competent authority, for the sale/transfer of my rights, interests, liens and titles in the said property and the land beneath the same or any part thereof, in favour of the intended purchaser/s or his/their nominee/s.

House Leases

11. To execute, sign and present for Registration, before proper Registering Authority, proper Sale/Conveyance Deed, for conveying my rights, interests, liens and titles in the said property and the land beneath the same, or any part thereof, in favour of the intended purchaser's and for the purpose of conveying the same, absolutely and for ever, in favour of the intended purchaser's, or his/their nominee/s to do all other acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof, and to admit the receipt thereof, and deliver the possession thereof, to the said purchaser's or his/their nominee/s, either physical or constructive as may be feasible.

12. To File/defend any suit in any court of law in any matter concerning my said property or any matter incidental thereto and for the purpose, to appoint any advocate pleader, vakil, attorney, etc. and to make any statement, application, affidavit, undertaking etc. for and on my behalf and in my name :

13. To execute, sign and present all kinds of suits, writs, complaints, petitions, revisions, written statements, appeals, etc. in law courts i.e. Civil Criminal or Revenue and/or Tribunal and to proceed in all proceedings before arbitration or any other authority in my name and on my behalf in any matter concerning my said property or any matter incidental thereto.

14. To execute a rectification deed of any deed/s executed in respect of the said property and to get the same Regd. in the office of the Sub-Registrar, Delhi/New Delhi.

15. To appoint any other person/s as my attorney authorizing him/her to do all or any of the above acts, or any other acts which have not been specifically mentioned herein above, and in the opinion of my attorney, ought to be done, executed or performed, in respect of my said property, or any matter incidental thereto, and to cancel, withdraw or revoke the power conferred upon said attorney.

And I, the Executant, do hereby specifically mention that the acts, deeds and things done or got done by my attorney, by virtue of this power of attorney, in respect of my said property, be construed as acts, deeds and things done by me, and this power of attorney is irrevocable



IN WITNESS WHEREOF, I, the Executant, have put my hands
these presents in the presence of the following witnesses, on
the date, month and year herein below mentioned.

Place :

Dated :

WITNESSES :

1. *(Signature)*
CSHAHAD AHMED
870 Lab Abbas Ahmad
2114/D-II Vasant Kunj
New Delhi-30

Handwritten Signature
Executant.

2. *(Signature)*
naula
PC Chaudhary
C-148 Vikaspur
New Delhi



ATTESTED
Photostat Copy

ATTESTED

6 MAR 1990

liens and titles in the said property and the land beneath the same
or any part thereof, in favour of the intended purchaser/s or his/
their nominee/s.

Municipal Corporation of Delhi
Assessment and Collection Department
Special Assessment Unit

Property No. 2588 CEC D. IT VASANT KUNJ

Owned by: SH. HARISH KUMAR

DNO 106
288

Old Rateable Value
C.V.1) 32400 W & F 01/04/83 Res.

Year	Days	G.T.	F.T.	C.C.	S.T.	W.T.	Total
1980-1989	365	6720	324	324	0	0	7368
1989-1990	365	6720	324	324	0	0	7368
1990-1991	365	6720	324	324	0	0	7368
1991-1992	365	6543	0	0	0	0	6543
1992-1993	365	6543	0	0	0	0	6543
1993-1994	365	6543	0	0	0	0	6543
Total		30804	972	972	0	0	41748
1994-1995	365	5480	0	0	0	0	5480
Total		45284	972	972	0	0	47228

New Rateable Value
C.V.1) 20750 W & F 01/07/88 Res.
C.V.2) 25150 W & F 01/12/88 Res.
C.V.3) 25750 W & F 01/04/94 Res.

1988-1989	143	1253	81	81	0	0	1420
1989-1989	121	1502	83	83	0	0	1668
1989-1990	365	4530	251	251	0	0	5032
1990-1991	365	4530	251	251	0	0	5032
1991-1992	365	4577	0	0	0	0	4577
1992-1993	365	4577	0	0	0	0	4577
1993-1994	365	4577	0	0	0	0	4577
Total		25551	665	666	0	0	26883
1994-1995	365	3740	0	0	0	0	3740
Total		29291	665	666	0	0	30623
Difference upto 1993-94							
		-14233	-306	-306	0	0	-14845

45284

29291

15893

A/T in Dte

6/11/95

47228

30623

16605

HIMACHAL SAW MILLERS PRIVATE LIMITED

5B Express Tower 42A Shakespeare Sarani Calcutta 700017

August 10, 1995

To,
Asst. Assessor & Collector,
Circle XVIII
Municipal Corporation of Delhi
New Delhi



Dear Sir,

Sub: Property Tax - Property No. 2558 Sector D, Plot No.2

As per our discussion with you, we hereby declare the following :

1. The said property is being used by the company for residential purposes only.
2. The company has allotted said property to our Manager, Mr Yogesh Kumar Agarwal, and we are not charging any rent from him.

Thanking you,

Yours faithfully,
for Himachal Saw Millers Pvt Ltd,
HIMACHAL SAW MILLERS PVT. LTD.

Sany Agarwal
Director.

(DIRECTOR)

ac-kpr



TO WHOM IT MAY CONCERN

We hereby authorise Mr Yogesh Kumar Agarwal, S/O Shri Shankar Saran Agarwal, residing at 2588 D-2, Vasant Kunj, New Delhi, whose signaure is attested below, to represent our company and to sign all relevant papers, correspondence, declaration etc. on our behalf regarding the property tax etc. of the Municipal Corporation of Delhi for Proper No. 2588 D-2 Vasant Kunj, New Delhi.

for Himachal Saw Millers Pvt Ltd

HIMACHAL SAW MILLERS PVT. LTD.
Sanjay Agarwal

Director,
 (Director)

Signature of Mr Y.K. Agarwal:

[Signature of Y.K. Agarwal]

(Y.K. Agarwal)

Attested by:

HIMACHAL SAW MILLERS PVT. LTD.

[Signature of Sanjay Agarwal]

Director,
 (Director)

To : Asstt. Assees & Collector
Circle XVIII
MCD
New Delhi

7/0/95

Dear Sir,

Sub: Property tax
Ref: Property no. 2588 D-2
Vasant Kunj

I have received a demand of Rs 33708 from you, which is not correct, and the property is self occupied on G.P.A. and all required papers have already submitted and a survey has also done. I have already deposited Rs 19,000/- earlier.

Kindly correct the demand, so that I can deposit the correct amount with all rebate.

Thanking you
Yours faithfully

(Signature)

Gyogesh Kumar Aggarwal
for. Himachal Saw Millers Pvt Ltd
2588 D-2
Vasant Kunj

Add A/c file pl.

(Signature)
7/0

HIMACHAL SAW MILLERS PRIVATE LIMITED
DDA FLAT NO. 2588, SECTOR-D-II, VASANT KUNJ, NEW DELHI-110030

To

Asstt Assessor & Collector
Circle XVIII
Municipal Corporation of Delhi
New Delhi

Date : 14 06.94

**Sub : Property tax, Property No.2588 Sector D Pocket II.
Vasant Kunj New Delhi.**

Dear Sir,

As desired by you, we are giving in writing that we have not done any extra construction in the flat.

It is further requested that kindly decide the case so that we can deposit property tax regularly and to avoid any fault.

Thanking you,

Yours faithfully

Saroj Agarwal

(SAROJ AGARWAL)
Director

Himachal Saw Millers (P) Ltd.
5 B Express Tower
42 A, Shakspeare Sarani
Calcutta 17

Put up A file fl.

AZ1

2
8/8

VISA RESOURCES PRIVATE LIMITED

5B Express Tower 42A Shakespeare Sarani Calcutta 700 017

(Phone : (033) 247-0114/247-0181 Telex : 021-2476 HSNL IN Fax : 091-33-404826/2472874)

(Formerly Himachal Saw Millers Pvt. Ltd.)

January 3, 1995.

Asstt. Assessor & Collector,
Circle XVIII,
Municipal Corporation of Delhi,
New Delhi.

Sub: Property tax-Property No. 2588, Sector D, Pkt-II.

Ref: Discussions of our Mr Yogesh Kumar Agarwal with your Mr K.K.Mishra alongwith Mr Tasleem on 28.12.94.

Dear Sir,

As per our discussions with you, we hereby declare the following:

1. We have not given the said property on rent.
- ✓ 2. The said property is being used by the Company for its own purposes.
3. The Company is not charging any rent from anybody for the said property.
4. The Company has not made any changes in the said property.
5. The Company has not done any extra construction in the said property.
6. We have already submitted all required papers for the assessment.
7. We have already deposited advance tax of Rs. 19,000/- vide receipt no. 784045 and 932051 dated 22.03.94 and 29.09.94.

We therefore request you to kindly decide the case as early as possible to avoid any dispute in future.

Thanking you,

Yours faithfully,
For Visa Resources Pvt. Ltd.,
(Formerly Himachal Saw Millers Pvt. Ltd.)

Saroj Agarwal. Saroj Agarwal.

(SAROJ AGARWAL)
Director

Local telephone No.
6890151

Person may be
Contacted.
Yogesh. Kumar. Agarwal.
Date. 11/1/95

To

30-9-1994

Asstt. Assessor & Collector
Circle XVIII
Vasant Kunj
Municipal Corporation of Delhi
NEW DELHI

Ref: 106/288, 2588 D-II Vasant Kunj

Sub: Property Tax

Dear Sir,

We have deposited a sum of Rs. 15000/- on 24.3.94 and Rs. 4000/- on 29.9.94 vide Receipt No. 784045 and 932051.

It is requested that kindly decide the case as early as possible to avoid any delay to deposit the taxable amount. In the meantime we have approached the dealing clerk and concern officer for the same purpose and they suggested to submit few more required papers (enclosed).

It is further requested that kindly decide the case.

Thanking you,

Yours faithfully,

(Signature)

(YOGESH KUMAR AGARWAL)
Himachal Saw Millers Pvt Ltd
5B, Express Tower
42A Shakspeare Sarani
Calcutta - 700 017

Encl: i) Receipts of 15000 and 4000/-
ii) Copy of previous letter
iii) Copy of sale agreement
iv) Money receipt's copy.

NOTE: i) All other required papers are already submitted
ii) Property is self occupied
iii) DDA has given possession on 11.7.88.

*Please put up details
in file.
A-2-9
12/10/94*

HIMACHAL SAW MILLERS PRIVATE LIMITED

5B Express Tower 42A Shakespeare Sarani Calcutta 700017

(Phone: 247-0114, 247-0181 Fax: 091-33-404826/2472874)
March 21, 1994

To,
Asstt. Assessor & Collector
Circle XVIII
Municipal Corporation of Delhi
New Delhi

Sub: Property Tax , Property No. 2588
sec.D.pkt II, Vasant Kunj

Ref: Demand No. 106/288 dt. 18/2/94

Dear Sir,

We are in receipt of your letter dated 18/2/94 regarding the Property Tax of flat No. 2588 sec.D.pkt II, Vasant Kunj, New Delhi.

It is requested that kindly rectify your calculation and demand, because we have not letted out this property (It is self occupied) and D.D:A has given the possession on 11.7.88 instead of 01.04.88. A photocopy of possession letter is enclosed for your reference and calculation.

In the meantime we are depositing a demand draft of Rs. 15,000/- No. 442022 dated 22-13/94 of Indian Bank, as per your officer Mr S. K. Vashit's suggestion and direction.

It is further requested that if this deposited amount is more than your calculated amount, kindly adjust the balance amount for next years property tax.

Thanking you,

Yours faithfully,

(SAROJ AGARWAL)

Director

Himachal Saw Millers (P) Ltd.

5B, Express Tower, 42A, Shakespeare Sarani
Calcutta - 700 017

Encl: A D. D. of 15,000/-

A Photocopy of possession letter

(40) *Anda*—you

विश्वनाथ



13405

इस प्रकार यह, यदि कोई समझाए तो निर्मम है तो सब के निर्मम ही समझाई जा सकता है। अथवा निर्मम/निष्काम शब्दका अर्थ निर्मम/निष्काम स्वभाव के व्यक्ति का ही अर्थ होता है। अथवा निर्मम/निष्काम शब्द का अर्थ निर्मम/निष्काम स्वभाव के व्यक्ति का ही अर्थ होता है।

[Handwritten signature]

[illegible]

1. 1993

167

सुख्यति का विवरण

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✓ 2801650

[Handwritten signature]

1205

सामान्य

金

1. **Introduction**

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2014年12月10日

पौष संवत् १९७१

長生司馬

1000

From the Editor

[illegible]

12



SMT. RAMINDER KAUR
Election ID Card No. 040/00/088/0261399

KULBIR DHANI
ID No. 832560
Licence No: P94101184

Total sale consideration	-	Rs. 25,34,480/-
Stamp duty @4.5%	-	Rs. 1,14,100/-
Transfer Duty @3%	-	Rs. 76,200/-
Total duty paid @ 7.5%	-	Rs. 1,90,300/-

FINAL AGREEMENT FOR SALE

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

Raminder Kaur

VISA INTERNATIONAL LTD.

AUTHORISED SIGNATORY



04DD 832559

BETWEEN

(1) **SHRI HARDIT SINGH** S/o Late Shri D.S. Sandhu, resident of 9, Shadow Brook Drive, Colts Neck, New Jersey-07722 (2) **MRS RAMINDER KAUR** W/o Late Shri D.S. Sandhu, R/o House No. 577, Sector 10-D, Chandigarh (3) **MRS HARSIMRAT KAUR DHILLON** W/o Shri G.S. Dhillon, resident of 527, ASC BN C/o 99APO in Kalimpong (4) **MS. CHERRY DHILLON** D/o Shri G.S. Dhillon, resident of 577, Sect 10D, Chandigarh

(5) **MS. KIRAT DHILLON** D/o Shri G.S. Dhillon, resident of 577, Sect 10D, Chandigarh represented through their attorney Smt. Raminder Kaur wife of Late Shri D.S. Sandhu resident of House No. 577, Sector 10-D, Chandigarh authorised vide various Power of Attorneys presently at New Delhi and (6) **DEVENDER SINGH HARDIT SINGH (HUF)** through its Karta Shri Hardit Singh son of Late D.S. Sandhu resident of 9, Shadow Brook Drive, Colts Neck, New Jersey—07722 represented through his attorney Smt. Raminder Kaur wife of Late Shri D.S. Sandhu resident of House No. 577, Sector 10-D, Chandigarh, presently at New Delhi hereinafter collectively referred to as the **"VENDORS" of the ONE PART;**

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Raminder Kaur

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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 22nd February, 2005 hereinafter referred to as the "**VENDEE**" of the **OTHER PART**.

The terms Vendors and Vendee unless repugnant to the subject or 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. 607 admeasuring approximately 550.71 sq. ft. and 82.91 sq.ft in the common area (633 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").

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AND WHEREAS the said Flat was initially allotted to (1) Devender Singh Sandhu & Son, (2) Devender Singh Sandhu & Family, (3) Devender Singh Sandhu, (4) Raminder Kaur, (5) Hardit Singh and (6) Harsimrat Kaur 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 pursuant to Memorandum of Understanding dated 14th June 1989 the parties mutually decided to share the ownership of the said Flat in the following manner:

- | | |
|---------------------------------------|-------|
| 1. Raminder Kaur | : 35% |
| 2. Hardit Singh | : 10% |
| 3. Devender Singh Hardit Singh (HUF): | 10% |
| 4. Harsimrat Kaur | : 9% |
| 5. Cherry Dhillon | : 35% |
| 6. Kirat Dhillon | : 1% |

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AND WHEREAS vide an Agreement dated 16/3/2008, the said M/s New Delhi Hotels Ltd. allotted/ transferred the said Flat in favour of the Vendors herein.

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.25,34,480/- (Rupees Twenty Five lacs thirty four thousand four hundred and eighty only).

NOW THEREFORE THIS FINAL AGREEMENT FOR SALE WITNESSETH AS UNDER:

1. That in consideration of the total sum of Rs.25,34,480/- (Rupees Twenty Five lacs thirty four thousand four hundred and eighty only) paid by the Vendee to the Vendors in the following manner, the Vendors do hereby transfer, convey and sell all their right, title and interest in the said Flat bearing No. 607 admeasuring approximately 550.71 sq. ft. and 82.91 sq.ft in the common area (

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633 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" 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. 3,79,800/- (Rupees Three lacs seventy nine thousand and eight hundred only) has been paid vide Cheque bearing No. 838021 dated 3rd March, 2005 drawn on ICICI Bank, Rasoi Court, 20, Sir R.N. Mukherjee Road, Kolkata in favour of Mrs Raminder Kaur for self and on behalf of Hardit Singh, Devender Singh Hardit Singh (HUF), Harsimrat Kaur, Kirat Dhillon.

Raminder Kaur

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- (b) A sum of Rs. 3,79,800/- (Rupees Three lacs seventy nine thousand and eight hundred only) vide Cheque bearing No. 838022 dated 3rd March, 2005 drawn on ICICI Bank, Rasoi Court, 20, Sir R.N. Mukherjee Road, Kolkata in favour of Ms Cherry Dhillon.
- (c) A sum of Rs. 5,07,268/- (Rupees Five Lacs Seven Thousand Two Hundred Sixty Eight Only) vide Cheque bearing No. 274047 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Raminder Kaur ,
- (d) A sum of Rs.2,53,448/- (Rupees Two Lacs Five Three Thousand Four Hundred Forty Eight Only) vide Cheque bearing No. 274048 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Hardit Singh .
- (e) A sum of Rs.2,53,448/- (Rupees Two Lacs Fifty Three Thousand Four Hundred Forty Eight Only) vide Cheque

Raminder Kaur

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bearing No. 274049 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Devender Singh Hardit Singh(HUF) ,

(f) A sum of Rs.2,28,103/- (Rupees Two Lacs Twenty Eight Thousand One Hundred Three Only) vide Cheque bearing No. 274050 dated 14th April , 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Harsimrat Kaur ,

(g) A sum of Rs.5,07,268/- (Rupees Five Lacs Seven Thousand Two Hundred Sixty Eight Only) vide Cheque bearing No. 274051 dated 14th April, 2005 drawn on Standard Chartered Bank, 21-A, Shakespeare Sarani Branch, Kolkata in favour of Cherry Dhillon ,

(h) A sum of Rs.25,345/- (Rupees Twenty Five Thousand Three hundred Forty Five Only) vide Cheque bearing No. 274052 dated 14th April, 2005 drawn on Standard Chartered Bank,

Raminder Kaur



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21-A, Shakespeare Sarani Branch, Kolkata in favour of Kirat Dhillon,

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

Raminder Kaur

VISA INTERNATIONAL LTD.

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

(c) That 10% share in the said Flat is owned by Devender Singh Hardit Singh (HUF) and 90 % is owned by SHRI HARDIT SINGH, MRS RAMINDER KAUR, MRS HARSIMRAT KAUR, MS. CHERRY DHILLON AND MS. KIRAT DHILLON 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. Hardit Singh and Devender Singh were the only members of DEVENDER SINGH HARDIT SINGH (HUF) and Shri. Hardit Singh was the Karta. However Shri Devender Singh died on 30th June 1989 and Shri Hardit Singh Karta of Devinder Singh Hardit Singh (HUF) and is the only member of the HUF and hereby confirms that the present transfer is for the benefit of the HUF and he has full authority and power to transfer the said Flat for and on behalf of the HUF.

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 market value of the said Flat which in no event shall be less

Raminder Kaur

than the sale consideration mentioned herein, stamp duty and all costs incurred by the Vendee in respect of the said Flat .

5. That the Vendors hereby affirm that they 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 26th April, 2005 date of handing over possession of the said Flat to the Vendee and thereafter the same shall be borne and paid

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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 date i.e 26th April, 2005 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 be incurred by the vendee after the execution of this agreement

7. That all original documents pertaining to the said Flat have been handed over to the Vendee in particular the original Flat Buyers' Agreement with the Builder, Memorandum of Understanding dated 14th June 1989, Photocopies of Power of Attorney, Affidavits of No Objection and House-tax Bills and payment receipts, No dues certificate in respect of maintenance, water and electricity etc.
8. That the Vendee shall not act in a manner contrary to the terms and conditions of the Flat Buyer Agreement executed between the Builder and the Vendors, which shall form an integral part of this Agreement.

Raminder Kaur

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

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11. 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.
12. 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 nominees by the Builder as and when permissible at the cost and expenses of the Vendee.
13. That the Powers of attorneys in favour of Smt Raminder Kaur are valid and subsisting till date and the same have not been revoked or cancelled and all the Executants are alive on this date.
14. 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 duty payable on the Conveyance Deed/Apartment Deed after getting all such appropriation/adjustment as may be permissible under law.

Raminder Kaur

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SCHEDULE OF FLAT

ALL that the said Flat bearing No. No. 607 admeasuring approximately 550.71 sq. ft. and 82.91 sq.ft in the common area (633 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 the proportionate right of land underneath and rights of user of common facilities, passages, lift, staircase, lights and liberties etc. appurtenant thereto.

Raminder Kaur

VISA INTERNATIONAL LTD.
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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:

SIGNED AND DELIVERED by the
Within named VENDORS

VISA INTERNATIONAL LTD.

AUTHORIZED SIGNATORY

[Signature]

Ramindu Khan

SIGNED AND DELIVERED by the
Within named VENDEE

WITNESSES:

1. Subhra Gini
(SUBHRA GIRI)
w/o - Mr. Preetam Pattnaik, 8/10, Alipore Road,
Kolkata 700027
- 2.

Shashank Jorah
SHAITAN & CO.
Advocates, Notaries,
Patents & Trademark Attorneys
1105, Arkata House,
24, Br.akh. rd. Bore.
N.W. 1111-1110 (001)

VISA INTERNATIONAL LTD.

[Signature]
AUTHORIZED SIGNATORY

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100Rs.



GENERAL POWERS OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I SMT. RAMINDER KAUR, Driving License No. 438703, 101184

wife of Late Shri D.S. Sandhu resident of House No. 577, Chandigarh presently at New Delhi for self and as attorney of (1) SHRI HARDIT SINGH S/o Late Shri D.S. Sandhu, (2) SMT. RAMINDER KAUR W/o Late Shri D.S. Sandhu, (3) SMT. HARSIMRAT KAUR DHILLON *Shri G.S. Dhillon, (4) MS. CHERRY DHILLON D/o Shri G.S. Dhillon (5) S. KIRAT DHILLON D/o Shri G.S. Dhillon do hereby nominate, constitute, 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 Shri. Kulbir Singh Dhami, hereinafter called as the "Attorney" as our true and lawful attorney in respect of Flat bearing No. 607 admeasuring approximately 550.71 sq. ft. and 82.91 sq.ft in the common area (633 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" to do the following acts, deeds and things in our name and on our behalf:

1. To manage, control and supervise the said Flat in any manner as our said attorney deem fit and proper.
2. 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 statement, sign and file all application, affidavit, undertakings, etc. for and on our behalf and in our name in respect of the said Flat or any matter incidental thereto.
3. To apply for and get the permission from the concerned Authority(ies), for carrying out any additions/alterations/ modifications in the said premise, 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.
5. 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.
8. 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 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 agreement/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 Executant and is with respect to the Said Flat.

Raminder Kaur

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.

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

SIGNED AND DELIVERED by the
within named EXECUTANT

Heminder Kaur

in the presence of:

1. *Subhra Guri*
(SUBHRA GIRI)

2.

K. A. T. Rao
K. A. T. Rao, Notary
Patel & Trademark Attorney
1105, Arhoka Estate,
24, Barakhamba Road,
New Delhi-110 001

RECEIPT

Pursuant to the Final Agreement for sale dated th26 April, 2005 received a sum of Rs. 25,34,480/- (Rupees Twenty Five lacs thirty four thousand four 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 Flat bearing No. No. 607 admeasuring approximately 550.71 sq. ft. and 82.91 sq.ft in the common area (633 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.	838021	3.3.2005	ICICI Bank, Rasoi Court 20, Sir R.N. Mukherjee Road, Kolkata	Mrs Raminder Kaur for self and on behalf of Hardit Singh, Devender Singh Hardit Singh (HUF), Harsimrat Kaur, Kirat Dhillon	3,79,800/-
2.	838022	3.3.2005	ICICI Bank, Rasoi Court 20, Sir R.N. Mukherjee Road, Kolkata	Ms. Cherry Dhillon	3,79,800/-
3.	274047	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Raminder Kaur	5,07,268/-
4.	274048	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Hardit Singh	2,53,448/-
5.	274049	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Devender Singh Hardit Singh (HUF)	2,53,448/-
6.	274050	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Harsimrat Kaur	2,28,103/-
7.	274051	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Cherry Dhillon	5,07,268/-
8.	274052	14.4.2005	Standard Chartered Bank, 21-A, Shakespeare Sarani, Kolkata	Kirat Dhillon	25,345/-
				Total	25,34,480/-

SIGNED BY THE VENDORS

Raminder Kaur

NEW DELHI

DATED: 26th April, 2005

POSSESSION LETTER

This is to confirm that pursuant to the Final Agreement for sale dated 26th April, 2005 we have today handed over the peaceful vacant physical possession of Flat bearing No. No. 607 admeasuring approximately 550.71 sq. ft. and 82.91 sq.ft in the common area (633 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

Ramindu Kumar

NEW DELHI

DATED: 26th April, 2005

POSSESSION TAKEN OVER

VISA INTERNATIONAL LTD.

Ng
AUTHORIZED SIGNATORY



AFFIDAVIT

I, Ms. Cherry Dhillon, D/o Shri G.S. Dhillon, resident of- 577, Sector 10-D, Chandigarh do hereby solemnly affirm and declare as under:-

1. I say that I am a co-owner of Flat bearing No. 607 admeasuring approximately 550.71 sq.ft. and 82.91 sq.ft. in the common area (633 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 the said flat.
2. 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 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.

Cherry Dhillon

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

Cherry Dhillon
DEPONENT

VERIFICATION:

I, the deponent abovenamed 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 16th day of April, 2005.



Cherry Dhillon
DEPONENT



Certified that the Affidavit/SPA/GPA has been read over & explained to the Dependent/Executed & assumed directly & understood the same at the Time of making & signing the Documents



AFFIDAVIT

I, Mrs. Raminder Kaur, W/o Late D.S. Sandhu, resident of 577, Sector 10-D, Chandigarh do hereby solemnly affirm and declare as under:-

11. I say that I am a co-owner of Flat bearing No. 607 admeasuring approximately 550.71 sq.ft. and 82.91 sq.ft. in the common area (633 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 the said flat.

12. 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 registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10, Alipore Road, Kolkata 700 027.

13. I say that as it will not be possible for me to be personally present to sign and execute all documents and papers including agreement for Sale and Power of Attorney and present the same for registration before the concerned authority.

14. I say that I have executed a Power of Attorney dated 11/12/2010 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.

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

Raminda Kaur

DEPONENT

VERIFICATION:

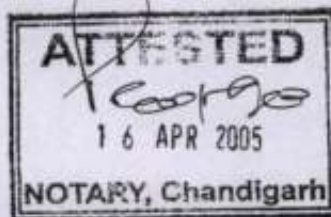
I, the deponent abovenamed do hereby verify that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Verified at Chandigarh on this the 16th day of April, 2005.

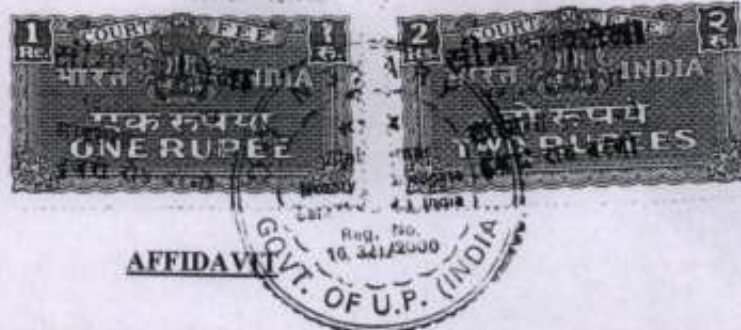


Raminda Kaur

DEPONENT



Certified that the Affidavit has been read over & Explained to the Deponent & he has stated directly to us, dees and the name at the Time of making & signing the Documents



I Mrs HARSIMRIT KAUR W/o Shri G S Dhillon resident of 577 Sector 10D Chandigarh do hereby solemnly affirm and declare as under :-

1. I say that I am a co-owner of Flat bearing No.607 admeasuring approximately 550.71 sq.ft. and 82.91 sq.ft. in the common area (633 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 the said Flat.
2. 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 registered under the Companies Act, 1965 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 too 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 23 April 2005 in favour of Mrs. Raminder Kaur W/o Late Shir 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 fro 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.

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 Bareilly on this the 23rd/04 day of _____ 2005^g

I.D. Verified
Rajender Kaur
23/04/05
Harsimrit Kaur
DEPONENT

Certified that onl... *Harsimrit Kaur*
R/o *Chandigarh*...
who was identified by Shri *J.D. Kumar*...
presented this affidavit before me at
Bareilly after sworn the contents of this
affidavit and compared the contents.
Dated... *23-4-05*

Vijai Kumar
(Vijai Kumar,
Advocate & Notary
Bareilly (U.P.) India

I.D. Verified
Rajender Kaur
23/04/05
Harsimrit Kaur
DEPONENT



AFFIDAVIT

I, Ms. Kirat Dhillon, D/o Shri G.S. Dhillon, resident of 577, Sector 10-D, Chandigarh do hereby solemnly affirm and declare as under:-

6. I say that I am a co-owner of Flat bearing No. 607 admeasuring approximately 550.71 sq.ft. and 82.91 sq.ft. in the common area (633 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 the said flat.
7. 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 "ISA INTERNATIONAL LTD.", a company incorporated and registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10, Allpore Road, Kolkata 700 027.
8. 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.
9. 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.

Kirat Dhillon



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

Kirat Dhillon

DEPONENT

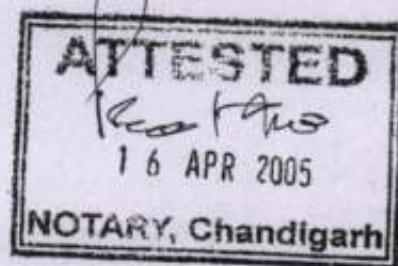
VERIFICATION:

I, the deponent abovenamed 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 16th day of April, 2005.

Kirat Dhillon

DEPONENT



Certified that the Affidavit/SPA/GPA has been read over & explained to the Dependent/Exec. who seemed directly to understand the same at the Time of making & signing the Documents

AFFIDAVIT

I, HARDIT SINGH S/o Late Shri D.S. Sandhu, resident of 9 , Shadowbrook Drive, Colts Neck, New Jersey 07722 for self and as Karta of Devinder Singh Hardit Singh (HUF) do hereby solemnly affirm and declare as under:

1. I say that I and the HUF are the co owners of Flat bearing No. 607 admeasuring approximately 550.71 sq. ft. and 82.91 sq.ft in the common area (633 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 the said Flat .
2. 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 registered under the Companies Act, 1956 having its office at "VISA HOUSE", 8/10, Alipore Road, Kolkata 700 027.
3. I say that I have executed two Power of Attorneys for self and as Karta of the said HUF dated 10-12-2003 and 10-12-2003 in favour of Smt. 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 and that of the HUF in the said Flat and receive the sale consideration for and on my behalf and on behalf of the HUF and further sign and execute all Agreements, Attorneys, papers and documents pertaining to sale and present the same for registration and admit execution thereof .

4. I say that pursuant thereto Smt. Raminder Kaur on the basis of the said Power of Attorneys has executed and registered an Agreement for Sale and a General Power of Attorney both dated 26th April, 2005 in favour of Visa International Ltd. so as to convey absolute title in respect of the said Flat including my share and the share of the HUF in favour of Visa International. I say that I hereby confirm the sale and transfer by Smt. Raminder Kaur in favour of Visa International and I have no objection thereto.
5. I say that the said power of attorneys are valid and subsisting and the same have not been revoked.
6. I say that I have no objection in the event the said Flat is transferred in the name of Visa International in the records of the concerned authorities.
7. I say that I have affirmed this affidavit without any fraud and coercion and out of my own free will.

Hardit EL

DEPONENT

VERIFICATION:

I, the deponent abovenamed 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 May, 2005.

Hardit Singh appeared before me Michael J. Ferrador

Hardit EL
DEPONENT

This 15th day of May, 2005
and signed this document in

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

The county of Monmouth

50 Rs.



lyb. no. 57/94

Q. 10

Admissible under Rule 21 duty
stamped (Excluded from stamp
duty under the Stamp Act
1891, s. 48. (d)
has paid

Subj: Psychiatry
 Ref: 100000

Vol 2
Page 23

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, Col.

GURJIT SINGH DHILLON, son of Lt. Col. H.S. Dhillon (Retd.) Indian Citizen, by faith Sikh, by occupation Defence Person~~nel~~ and residing at 527 A S C BN. C/O 99 A.P.O. in the Police Station, Sub-Registry Office and Sub-Division of Kalimpong in the District of Darjeeling for and on behalf of minor daughters and son No.1. MISS CHERRY DHILLON, Date of Birth 18.2.84⁸¹. No.2. MISS KIRAT DHILLON, Date of birth 23.12.35 and No.3. MASTER KARANBIR SINGH DHILLON, ⁸²Date of birth 27.9.93 all minors being represented by me as father and natural guardian U/S : 2 (10) of the Indian Registration Act-XVI of the 1908 do hereby appoint, nominate and constitute MRS. RAMINDER KAUR SANDHU, widow of Late D.S. Sandhu, aged 58 years, Indian Citizen, by faith Sikh and by occupation household and residing at 577 Sector, 10-D, Chandigarh, Punjab as my true and lawful Attorney for me and on my behalf as well as for and on behalf of the minors together. To do all such acts, deeds and things whatsoever stated hereinafter.

(Col CURTIS SINGH DHILLON)



WHEREAS I and my minor daughters and son through me holds and possesses several properties in my name and in their names as legal heirs at Punjab and other places in India or any other properties that may be accreued in near future. I and my minor daughters and son are living far from the State of Punjab at Kaliapong Sub-Division in the District of Darjeeling in West Bengal as such we are not in position to look after the manage all such properties by myself for me and on my behalf as well as for the minors being represented by me as father and natural guardian U/S :

2 (10) of the Indian Registration Act-XVI of 1908 as such I for myself and for and on behalf of my minor son and daughters have appointed, nominated and constituted our said Attorney for us and on our behalf to act as follows :



(Col Gajit Singh Gill)

NOW THIS GENERAL POWER OF ATTORNEY IS MADE AND WITNESSETH

AS FOLLOWS :

To lookafter all the properties, estate and effects in any part of India and to manage the same as effectively as I could do it is personally present.

To accept service of any writ, summons or any other legal process and to appear and act in all the Courts, Civil, Revenue or Criminal whether original or appellate, in the Registration Offices and in any other office of Govt, or Municipality or Notified Area or any other local authority in respect of my properties.

To appear and act before Income Tax Officer, and other Offices of the Income Tax Department or any appellate Income Tax Authority.

ms To engage, retain and discharge any Advocate, Pleader or any other Legal Practitioners.

To sign all complaints, petitions, written Statements Affidavits and other papers on my behalf and also to compound, compromise or withdraw cases, to confess judgement and to refer cases to arbitration.

To file and receive back documents, to deposit and withdraw money and to grant receipt thereof.

To enter into and upon any properties held by me or in which I am interested and for which may hereafter own or possess, and to carry out repairs/ demolitions as the Attorney shall think it fit.

To sign, execute and deliver any tenancy lease or other document and realise rents from the tenant and to grant receipt and discharge for the same and utilise the money anywhere.



ms
(Col Gurjit Singh Ahluwalia)

To file suits for rents and ejectment of tenants.

To sell or mortgage or dispose of any property in the name of the undersigned and on his/her behalf.

To get the Sale Deed or Deeds or Mortgage Deed or Deeds registered before the authorities concerned.

To get the Sale/Mortgage money and Lease Receipts thereof and to accept any compensation for any estate, property and effects from any person or authority.

To purchase nonjudicial stamp papers for the execution of any sale deed or mortgage deed or deeds or other acts.

To purchase any property and make any investments that he or she may consider appropriate.

To appear in any Registratinn Office, to present such proposed Deed of Deeds and to sign and to execute and to admit the execution thereof for me and on my behalf.

Or to appear and to present such proposed Deeds signed by me and to execute the same and to admit the execution thereof for me and on my behalf.

To file any suits or proceeding or to contest any suits or proceedings for us and on our behalf. to compromise any matter and to file ~~ful~~hanama petition thereof.

To obtain decree in any case and to execute the decree thereof for us and on our behalf.

To enter into any agreement and to sign and to execute such agreement for me and on my behalf thereof and to receive all such advanced money and to grant receipt thereof.

To negotiate sell and mortgage in total, in part or portion thereof with such intending purchaser or purchase.s thereof.



Col. Brijit Singh Shillan

That all such acts, deeds and things done by our said
or my said Attorney shall and will be ratified, constured and confirmed
by me and by us all the time hereinafter, as if I and we are personally
present thereto.

Generally, to do all such acts and things as may be necessary and expedient in connection with the management and or in relation to any of my affairs, effects, property as fully and effectively as I myself could do them.

I hereby agree that all deeds and things lawfully done by my said attorney for me and on my behalf shall be ratified by me as fully valid and effectual as if they had been done by me as if I was personally present.

IN WITNESSES WHEREOF I have set my hands on this General Power of Attorney after reading and understanding the contents hereof I have subscribed my signature in presence of the following witnesses at Kalimpong on the 16th. day of September, 1994.

1. *Taraxacum officinale*
Common Dandelion
Root - yellow

2. ^{letter 11/8} Mamad J. Shing Shap ^{and}
Sinelipang Budy, Kalipang.

Drafted, typed and explained

by inc :

ABUL FAZAL
DEED WRITER
DEED WRITER LICENCE NO. 2/84
SUB-REGISTRY OFFICE, KALIMPOK

T-902
6920



Anurag Singh / Smt. Suresh Kaur / Dr. Charanjit Singh / 0400 832398
 Kahlon / Electronic Card No. / Khosla / Shri Kulbir Singh Hansi
 Driving License No. CH/01/000/088/0261399 / Driving License No. / Driving License No.
 DL D/CH02/066104/2003 / 415009 / P94101184

Total sale consideration	-	Rs. 29,75,880/-
Stamp duty @4.5%	-	Rs. 1,34,020/-
Transfer Duty @3%	-	Rs. 89,380/-
Total duty paid @7.5%	-	<u>Rs. 2,23,400/-</u>

FINAL AGREEMENT FOR SALE

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

Raminela Kari
Manager Smt. Kalia
[Signature]

VISA INTERNATIONAL LTD.
[Signature]
 AUTHORISED SIGNATORY



0400 832397

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 10D Chandigarh 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, Sect 10 D Chandigarh (6) **SHRI JASJIT SINGH** S/o Dr. Charanjit Singh Kahlon resident of 287, Sect 10D Chandigarh 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

VISA INTERNATIONAL LTD.

AUTHORISED SIGNATORY

Raminder Kaur
Chandigarh

[Signature]



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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 22nd February, 2005 hereinafter referred to as the "VENDEE" of the **OTHER PART**.

The terms Vendors and Vendee unless repugnant to the subject or 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

Raminder Kaur

Gurpreet Singh

[Signature]

VISA INTERNATIONAL LTD.

AUTHORIZED SIGNATORY



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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 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").

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 30th 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% |

Rajinder Kaur
Chang Smt Kaur

VISA INTERNATIONAL LTD.

V
 AUTHORISED SIGNATORY

[Signature]



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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:

1. 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,

VISA INTERNATIONAL LTD.

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AUTHORISED SIGNATORY

Ramande Kaur
Chays Kaur



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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, lispens, 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, Rasol Court, 20, Sir R.N. Mukheee Road, Kolkata Branch in favour of M/s Gurdial Singh Amarjit Singh (HUF).

VISA INTERNATIONAL LTD.

Va
AUTHORISED SIGNATORY

Ramjida Kaur
Chayr Suker



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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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AUTHORISED SIGNATORY

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Raminder Kaur Singh
Charge Auditor



03AA 196367

- (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

Raminola Kaur
 Charitable Trust

VISA INTERNATIONAL LTD.

Authorized Signature



03AA 196366

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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Raminola Kumar Singh
Chandran Singh

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Raminola Kumar Singh
Chandran Singh



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.

VISA INTERNATIONAL LTD.

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AUTHORISED SIGNATORY

Raminder Kaur
Arvind Kaur

[Signature]



(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

VISA INTERNATIONAL LTD.

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AUTHORISED SIGNATORY

Raminder Kaur
Chang Gaur Kaur

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[Signature]



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 outgoing 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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Ramindu Kam
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VISA INTERNATIONAL LTD.

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AUTHORISED SIGNATORY



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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 date i.e. 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

7. That all original documents pertaining to the said Flat have been 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.
8. That the Vendee shall not act in a manner contrary to the terms and conditions of the Flat Buyer Agreement executed between the Builder and the Vendors, which shall form an integral part of this Agreement.

[Signature]
 Raminder Kaur
 14/

VISA INTERNATIONAL LTD.

[Signature]

AUTHORISED SIGNATORY



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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

Laminia Kaur
Chandigarh

VISA INTERNATIONAL LTD.

AUTHORISED SIGNATORY



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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

VISA INTERNATIONAL LTD.



 AUTHORIZED SIGNATORY



दिल्ली DELHI

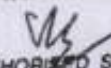
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duty payable on the Conveyance Deed/Apartment Deed after getting all such appropriation/adjustment as may be permissible under law.

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.

VISA INTERNATIONAL LTD.


 AUTHORIZED SIGNATORY

Ramiaela Kaur
 Chartered Accountant

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:

**SIGNED AND DELIVERED by the
Within named VENDORS**

Raminder Kaur

VISA INTERNATIONAL LTD.

[Signature] AUTHORIZED SIGNATORY

**SIGNED AND DELIVERED by the
Within named VENDEE**

Canan Anan

WITNESSES:

1. *Subhra Giri*
(SUBHRA GIRI)
w/o, Mr. Preetan Pattnaik, Bha House, 8/10, Shipore
Road, Kolkata 700027
2. *Shahana Faruk*

KHAITAN & CO.
Advocates, Notaries,
Patents & Trademark Attorneys
1105, Ashoka Bldg.,
24, Barakhamba Road,
New Delhi-110 001

90

100Rs.



Amarjit Singh
No. 2/066104/2003

Raminder Kaur
No. 0261399

Shri Charanjit Singh Kahlon
No. 438704

Shri Kulbir Singh Dhami
No. 4101184

KNOW ALL MEN BY THESE PRESENTS THAT WE Smt. Raminder Kaur wife of Late Shri D.S. Sandhu resident of 577, Sector 10 D, Chandigarh presently at New Delhi as

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 son of Shri Gurdial Singh resident of 287, Sect 10 D, Chandigarh 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 Gurdial Singh resident of 287, Sect 10 D Chandigarh 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. KANWALJIT SINGH S/o Dr. Charanjit Singh Kahlon, R/o 287, sector 10 D Chandigarh (6) SHRI JASJIT SINGH S/o Dr. Charanjit Singh Kahlon, R/o 287, Sector 10 D Chandigarh 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

Raminder Kaur
Chandigarh

Shri Kulbir Singh Dhami
Chandigarh

"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:

1. To manage, control and supervise the said Flat in any manner as my said attorney deem fit and proper.
2. 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.
3. 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.
5. 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.
8. 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

Raminder Kaur
Chairman

Shri I

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.

Raminola Khan
Chairman
Shiraz

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

SIGNED AND DELIVERED by the
within named EXECUTANTS

in the presence of:

1. Subhra Gini
Ms. Subhra Gini
W/o Mr. P. Pattnaik
R/o 8/10 Alipore Road.
Kolkata.
- 2.

Raminder Kaur.
Chairman, Kaur

[Signature]

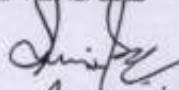
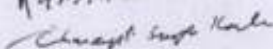
Shalona
K.H. T. & CO.
Advocates, Attorneys,
Patents & Trademark Attorney
1105, Ashoka Estate,
24, Barakamba Road,
New Delhi-110 001

RECEIPT

Pursuant to the Final Agreement for sale dated 26th 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


Raminder Kaur


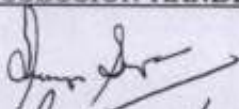
NEW DELHI

DATED: 26th April 2005

POSSESSION LETTER

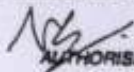
This is to confirm that pursuant to the Final Agreement for sale dated 26th April, 2005, we have today handed over the peaceful vacant physical possession of Flat bearing No. 609 admeasuring approximately 646.93 sq. ft. and 97.04 sq.ft in the common area (744 sq ft super area) on the 6th Floor in the 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


Kaminder Kumar
Chartered Engineer

POSSESSION TAKEN OVER

VISA INTERNATIONAL LTD.


AUTHORISED SIGNATORY

NEW DELHI

DATED: 26/5/2005



I Mrs HARSIMRIT KAUR W/o Shri G S Dhillon resident of 577 Sector 10-D, Chandigarh do hereby solemnly affirm and declare as under :-

1. 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' situated 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 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, 1965 having its office at "VISA HOUSE", 8/10, Alipore Road, Kolkata - 700 027.

I say that as it will not be possible for me to be personally be present too 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.

I say that I have executed a Power of Attorney dated _____ in favour of Mrs. Raminder Kaur W/o 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.

Vijai Kumar
Advocate & Notary
Civil Court Compound
Bareilly

VERIFICATION:

[Signature]
20/1/2005

[Signature]
DEPONENT

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 20 on this the 4 day of _____ 2005.

[Signature]
20/1/2005

[Signature]
DEPONENT

Vijai Kumar
Advocate & Notary
Bareilly (U.P.) India

Date: 20.1.2005

Certified that Shri G. S. Dhillon, resident of 577 Sector 10-D, Chandigarh, who was present at the execution of this affidavit, was the owner of the said Flat and executed the same.



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:-

1. 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.
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 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 Power of Attorney and present the same for registration 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



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

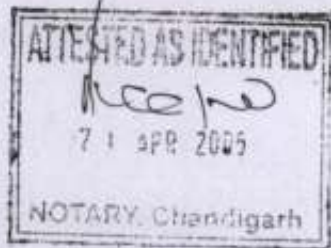
DATED:

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.

Ranesh Singh
DEPONENT.



Ranesh Singh
DEPONENT.

Certified that the Affidavit/SPA/GPA has been read over & Explained to the Deponent/Executant 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:-

1. 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.

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 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
Power of Attorney and present the same for
registration be for the concerned authority.

I say that I have executed a Power of
Attorney 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.

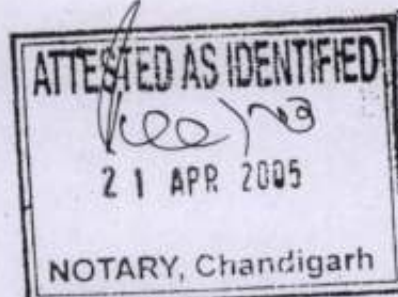
CHANDIGARH
DATED:

Narbir Singh
DEPONENT.

VERIFICATION:

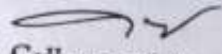
I, the deponent above named do hereby verify that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

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



Narbir Singh
DEPONENT.

AFFIDAVIT


Collector of Stamps
Con. Place, New Delhi

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:

1. 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.

Hardit Singh

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.

Hardit Singh

DEPONENT

Hardit Singh appeared before me Michael J. Ferrador
This 15th day of April, 2005
and signed this document

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

County of Morris





WILL

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 voluntarily 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

1. Agricultural land in Village Sohana, Distt. Ropar, Punjab
2. Agricultural land in Village Bartana, Distt. Patiala.
3. 1/5th i.e. 20% share in Industrial Plot BIO, Phase 1, SAS Nagar, Distt. Ropar.
4. 1/5th i.e. 20% share in Flat Sampark Park, Sector 5, Panchkula
5. Car parking UB1 Mercantile House 15, K.G. Rd New Delhi.



Rajinder Kaur

I bequeath my Residential House 287, Sector 10, Chandigarh including furniture, fixtures etc. in it and $1/8^{\text{th}}$ 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 $3/5^{\text{th}}$ i.e. 60% share in flat 609 Mercantile 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. $1/3^{\text{rd}}$ 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.

[Signature]

Witness No. 1

27/03/2001

COL SS SANDHAWA #2557
SECTOR 35C, CHANDIGARH

Witness No. 2

[Signature]

27 March 2001

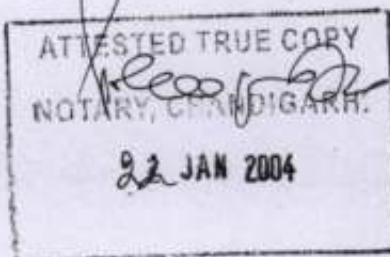
Col GS SANDHU

588 SECTOR 10
CHANDIGARH



Executant

[Signature] Rajinder Kaur



HIMACHAL SAW MILLERS PRIVATE LIMITED

5B Express Tower 42A Shakespeare Sarani Calcutta 700017

(Phone: 247-0114, 247-0181 Fax: 091-33-404826/2472874)
March 21, 1994

To,
Asstt. Assessor & Collector
Circle XVIII
Municipal Corporation of Delhi
New Delhi

Sub: Property Tax , Property No. 2588
sec.D.pkt II, Vasant Kunj

Ref: Demand No. 106/288 dt. 18/2/94

Dear Sir,

We are in receipt of your letter dated 18/2/94 regarding the Property Tax of flat No. 2588 sec.D.pkt II, Vasant Kunj, New Delhi.

It is requested that kindly rectify your calculation and demand, because we have not letted out this property (It is self occupied) and D.D.A has given the possession on 11.7.88 instead of 01.04.88. A photocopy of possession letter is enclosed for your reference and calculation.

In the meantime we are depositing a demand draft of Rs. 15,000/- No. 442022 dated 22/3/94 of Indian Bank, as per your officer Mr S. K. Vashit's suggestion and direction.

It is further requested that if this deposited amount is more than your calculated amount, Kindly adjust the balance amount for next years property tax.

Thanking you,

Yours faithfully,

Saroj Agarwal

(SAROJ AGARWAL)

Director

Himachal Saw Millers (P) Ltd.

5B, Express Tower, 42A, Shakespeare Sarani

Calcutta - 700 017

Encl: A D. D. of 15,000/-

A Photocopy of possession letter

*Deposited in MCD
vide receipt
No. 784044.
dt. 24.3.94
Rs. 15000/-*