



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

M

Raminder Kaur

VISA INTERNATIONAL LTD.

M
AUTHORISED SIGNATORY



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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.

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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

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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,

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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

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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

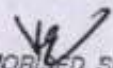
Raminder Kaur

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.

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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

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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]

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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) 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 & Tindemak 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.

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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/GPA
has been read over & explained to
the Dependent/Exec. & he has
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 11/12/90 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.

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, Allipore 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

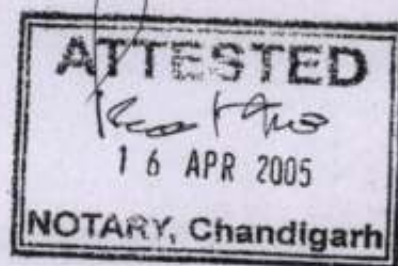
VERIFICATION:

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.



lydbt. no. 57/94

✓ (ii) - 1250

Admissible under Rule 21 duty
stamped (Excluded from stamp
under the 1917 stamp Act
for a period of 10 years. 48 (c)
has paid

Subtotal
K 11.000

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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, Date 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. *Tamias lanius* (L.)
Urocyon v. lanius
 1849-1900

2. ^{letter}
Mamad J. Sheik Shepherd
Sindilang Budy, Kalipang

Drafted, typed and explained

by inc :

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