

GENERAL POWER OF ATTORNEY.



(8)

This General Power of Attorney is made at Delhi, on this 9.9.1996, by Shri Balwan Singh son of Sabha Chand resident of House No.17, Village Nawada, P.O.Uttam Nagar, New Delhi-59 hereinafter called the Executant....IN FAVOUR OF :- Shri Tota Ram son of Shri Mesh Raj resident of F-2/11,12, Mohan Garden, Uttam Nagar, New Delhi, hereinafter called the General Attorney.

Whereas the Executant is the exclusive owner and in possession of Plot No.B-218A, area measuring 76.1/2 Sq.yds., out of total land area measuring 153 Sq.yds., out of Khasra No.534/1, situated at Village Nawada Majra, Hastal, in the abadi of Mohan Garden, Delhi State Delhi, and which is bounded as under :-

East : Road 20ft.

West : Gali 10ft.

North : Portion of the said Plot.

South : Other's Plot

For the performance of certain duties and formalities,

I the executant do hereby appoint, nominate and constitute the above named as my true and lawful General Attorney to do the following acts, deeds and things in my name and on my behalf as under:-

B.S. Singh
...2...

6/9/46

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Balun ~~87~~ 870 Sub 3r
Newark

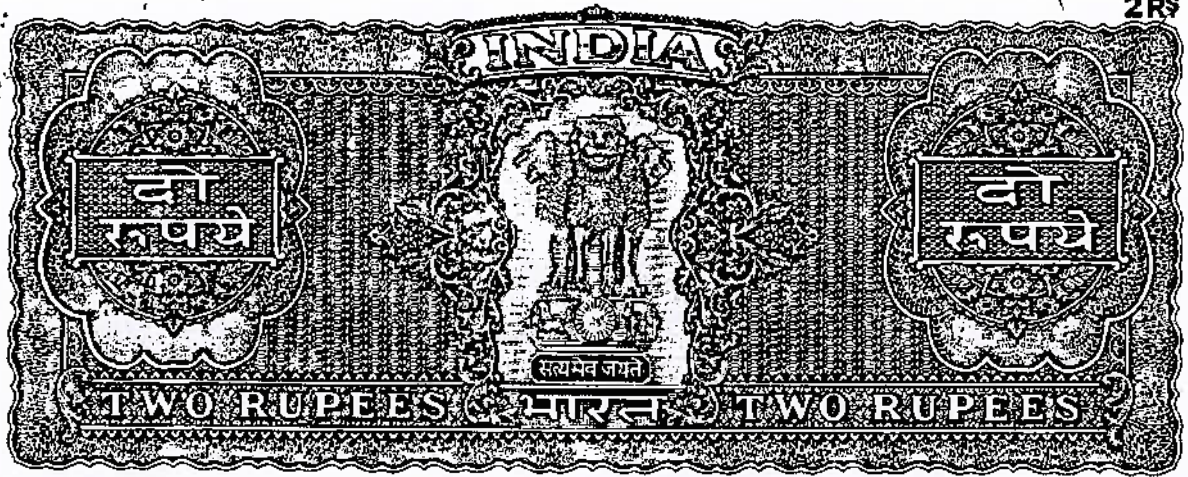
G.P.



Now this G.P.A. witnesseth as under :

1. To manage, control, lookafter and supervise the above said property as my said Attorney may deems fit and proper.
 2. To construct, renovate or rebuilt the said property as per sanctioned plan issued by the authority concerned, if necessary.
 3. To apply for and get the Electric, Water, Power and Sewerage connection and other services the said Property from the authority concerned.
 4. To let out the said property on rent to any person(s) to realise the rent of the said property from the tenants (s).
 5. To execute, sign, present and verify all such papers, documents etc. for me/us in my/our name and or my/our behalf pertaining to sale and transfer of the said property.
 6. To deposit all fees, dues, instalments, house tax and other charges to the concerned authorities on my/our behalf.
 7. To sell, mortgage, Gift transfer the aforesaid property to anyone and to receive the consideration amount of earnest money to execute the proper deeds and documents and present the same or regn. in the office of the Sub Registrar concerned and get the same regd. and to admit the execution thereof.
 8. To receive the compensation or alternative site in case the said Property is acquired by authority concerned.
 9. To apply and get the Cement/Bricks and other Building material for the construction or addition and alteration of the said property.
 10. To pay all necessary dues and charges (remaining or further to the authority (s) concerned on demand.
 11. To file any suit complaint, petition, revision, written statement, pertaining to any matters of the said property.
 12. To appoint and remove further Attorney(s)
 13. To sign and submit the necessary forms for obtaining the sale permission of the said property in the office of the competent authority.
 14. To apply for and arrange mutation, charges, entries in all concerned official records in respect of aforesaid property as may be deemed appropriate.
 15. To apply for sale permission or No objection certificate from the concerned authority.
 16. Generally to do all acts deeds and things for me/us in my/our name (s) on my/our behalf in respect of my/our said property as myour said attorney may deems it and proper.
- And all acts, deeds and things done myour said attorney shall be binding on me/us in all respects IN WITNESS WHERE OF I/We have signed this G.P.A. in the presence of the following witnesses.

WITNESSES



2RS

AGREEMENT TO SELL.

This Agreement to Sell is made at Delhi, on this 9th day of Sept, 1996, between Shri Balwan Singh son of Sabha Chand resident of House No.17, Vill.Nawada, P.O.Uttam Nagar, New Delhi-59, hereinafter called the first party.....AND..... Shri Tota Ram son of Shri Megh Raj resident of F-2/11,12, Mohan Garden, Uttam Nagar, New Delhi-59, hereinafter called the Second Party.

Whereas the First Party is the exclusive owner and in possession of Plot No.B-218A, area measuring 76.1/2 Sq. yds., out of total land area measuring 153 Sq.yds., out of Khasra No.534/1, situated at Village Nawada Majra, Hastal, in the abadi of Mohan Garden, Delhi State Delhi, and which is bounded as under :-

East : Road 20ft.

West : Gali 10ft.

North : Portion of the said Plot. South : Other's Plot.

And whereas the First Party for his legal needs and requirements has agreed to sell the said property and the second Party has also agreed to purchase the same for a sum of Rs. 20,000/- (Rupees Twenty Thousand Only).

The entire consideration amount has already been received by the First Party from the Second Party, as full and final payment settled, on the following terms and conditions :-

...2

BS fahla

Now this Agreement to sell Witnesseth as under

1. That the first party has delivered the vacant possession of the said property in the second party on the spot.
2. That the second party shall realise all the profits of the said property from the execution of this agreement and the first party shall not demand any amount from the second party.
3. That the first party shall get no claim, title or interests in the said property and the second party has become its sole and absolute owner and is at liberty to utilise the same in any manner.
4. That the first party hereby assures to the second party that the said property under sale and the same is free from all sorts of encumbrances, such as sale, mortgage, gift lien, decree, charges, court injunctions, attachments, surety, security, litigation, legal flows, disputes, notification, attachments acquisitions and there is no legal defect in the title of the first party and if it is proved otherwise the first party and his property both moveable and immovable shall be liable to indemnify the second party with costs and expenses etc.
5. That the first party has not entered into any sorts of agreement with any body for the sale transfer of the said property.
6. That all the expenses of the sale deed/documents shall be paid and borne by the second party.
7. That whenever and wherever the presentation of the first party will be required for the completion of any acts, deeds and things regarding the said property first party will execute and present for the same
8. That all the dues, demands instalments taxes (if any) till date of this agreement shall be paid and borne by the first party and thereafter regarding the same shall be paid by the second party.
9. That all the dues, demands, lease money unearned increment, transfer fees and/or any other charges to be paid thereafter regarding the said property shall be paid and borne by the second party.
10. That if the first party violated and infringes the terms & conditions laid down in the agreement to sell, the second party shall be entitled to get the said transaction to complete through the court of law under the writ for specific performance at the costs and expenses of the first party.

IN WITNESSES WHERE OF, Both the parties have signed this agreement at DELHI on the day, month and year first above written in the presence of the following witnesses. :

WITNESSES :

1. *Arjun*

2. *Arjun*

SE 1 1998

Notary
Delhi

R. J. Chhvi
FIRST PARTY

P. U. S.
SECOND PARTY

13271 6/9/96
Salan Shri Subheer
Danaach

Purch
JAY KUMAR
Jana Pari
L. No. 576



AFFIDAVIT.

I, Balwan Singh son of Sabha Chand resident of House No.17, Vill.Nawada, P.O.Uttam Nagar, New Delhi-59, do hereby solemnly affirm and declare as under :-

1. That I have executed a General Power of Attorney IN FAVOUR OF:- Shri Tota Ram son of Shri Megh Raj resident of F-2/11,12, Mohan Garden, Uttam Nagar, New Delhi-59, in respect of Plot No.B-218A, area measuring 76.1/2 Sq.yds.,out of total land area measuring 153 Sq.yds.out of Khasra No.534/1, situated at Vill. Nawada Majra,Hastal, in the abadi of Mohan Garden, Delhi State Delhi.
2. That I have also entered an Agreement to sell of the said property. with Shri Tota Ram.
3. That I shall not revoke or cancel the above said documents under any circumstances.

Dated:- 9.9.1996.

B. Singh

DEPONENT.

VERIFICATION

Verified at Delhi, that the contents of this Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therefrom.

Notary Public

Delhi (India)

9 SEP 1996

B. Singh

DEPONENT.

R E C E I P T

Received a sum of Rs. 20,000/- (Rupees Twenty Thousand Only) in cash in advance from Shri Tota Ram son of Shri Mesh Raj resident of F-2/11,12, Mohan Garden, Uttam Nagar, New Delhi-59, against the sale of Plot No.B-218A, area measuring 76.1/2 Sq.yds.out of total land area measuring 153 Sq.yds.,out of Khasra No.534/1, situated at Vill.Nawada Majra, Hastal, in the abadi of Mohan Garden, Delhi State Delhi, with the free hold rights of the land under the said property.

Hence this Receipt is made at Delhi, on this 9th day of Sept.1996, in presence of the following witnesses.

WITNESSES :-

1.

EXECUTANT.

Signature

Signature

(Shri Balwan Singh)
son of Sabha Chand resident
of House No.17,Vill.Nawada,
P.O.Uttam Nagar, New Delhi-59.

2. *Signature*

S/o. SAIDITAMALL.
Re.B.27, Rama Park
N.Deli-59.



Signature

Notary Public
Delhi (India)

25v

9 SEP 1996

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9 SEP 1996

'WILL'

This Will is made at Delhi, on this 9th day of Sept. 1996,
by Shri Balwan Singh son of Sabha Chand resident of House
No. 17, Vill. Nawada, P.O. Uttam Nagar, New Delhi-59, hereinafter
called the Testator... IN FAVOUR OF :- Shri Tota Ram son of
Shri Mesh Raj resident of F-2/11, 12, Mohan Garden, Uttam Nagar,
New Delhi, hereinafter called the Legatee. (10)

WHEREAS the Testator is the exclusive owner and
in possession of Plot No. B-218A, area measuring 76.1/2
Sq. yds., out of total land area measuring 153 Sq. yds., out
of Khasra No. 534/1, situated at Vill. Nawada Majra Hastal,
in the abadi of Mohan Garden, Delhi State Delhi, and which
is bounded as under :-

East : Road 20ft.

West : Gali 10ft.

North : Portion of the said Plot. South : Other's Plot.

Till the Testator is alive, he will remain the
absolute owner of the above said Property and after
death of the said testator the said Legatee shall be
owner of the above said Property.

Other legal heirs of the said Testator shall have
no rights to interfere in this Will.

This is my last and final Will regarding the above
said Property and I have executed this Will without any
pressure of any person/s.

IN WITNESSES WHERE OF, I have signed this WILL in
the presence of the following witnesses.

WITNESSES :-

2. *Handwritten signatures and names of witnesses*
F-1565-2-a
Regd. Mah.
2. *Handwritten signature*
VINOD

RMA
DELHI



TESTATOR.

9/11/97

248

(Circled signature)

(13)



This will is made at Delhi on 9.1.97.

by Sh. Tota Ram son of Sh. Megh Raj resident of F-2/11,12, Mohan Garden, Uttam Nagar, New Delhi,

Life is but uncertain and God knows when it may come to an end, hence I with my free will and without any outside pressure make this will with my sound and disposing mind.

Whereas I am the actual owner and in possession of Plot No. B-218-A, measuring 76½ sq.yds., out of total land mg. 153 sq. yds., out of kh.No.534/1, situated at vill.Hawada Majra Hastsal abadi known as Mohan Garden New Delhi,

And whereas I hereby bequeath that after my demise my above said property with all its rights shall go and devolve upon Sh. M.P. Kataria son of Sh. Singh Raj Kataria resident of H.No.122, Pkt C-13, Set-3, Rohini, New Delhi, to the exclusion of all my other legal heirs, successors, and assigns.

In case any one raise any objection and challenges regarding this will the objection shall be treated as null and void.

Hence this will is made at Delhi.

Witnesses

1. Sh. Sanjeev Chaudhary
Sh. Ash C. Chaudhary
RB A-1/268
Chaudhary Kataria
Kataria

Testator.

MOOD K. SHARMA
Advocate
DELHI

1/702

Presented by Said Sh. Smt. late Ram
 S/o/W/o/D/o Mesh Roy
 in the office of the Sub-Registrar
 on this 9th day of Feb, 1957
 between Proven Gouda
Cit of Mysore
per 2

Sub Registrar-II
 New Delhi
 9/1/57

2063/027/07171

Presented by late Ram
 S/o/W/o/D/o Mesh Roy
 Vendor(s) Mesh Roy who
 is are identified by Sub-Registrar-II
 Marginal witness Sub-Registrar-II
 Witness No II Sub-Registrar-II
 Contents of the document Sub-Registrar-II
 Parties who understand the contents of the document
 admitted them as correct. Sub-Registrar-II
 New Delhi
 9/1/57

Sub-Registrar-II
New Delhi
9/1/57

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 M. P. Katariy Largie



GENERAL POWER OF ATTORNEY

Know all men by these presents that I, Tota Ram son of Sh. Megh Raj resident of F-2/11,12, Mohan Garden, Uttam Ngr, New Delhi, as gen attorney of Sh. Balwan Singh son of Sh. Sabha Chand resident of H.No.17, Vill. Nawada, Uttam Nagar, New Delhi, do hereby nominate and appoint and constitute Sh. M.P. Kataria son of Sh. Singh Raj Kataria resident of H.No.122, Pkt. C-13, Sec-3, Rohini, Delhi, as my true and lawful general attorney to do all acts, deeds and things in my name and on my behalf :-

' IN RESPECT OF '

Plot No. B-218-A, mg. 76½ sq.yds., out of total land mg.153 sq.yds., out of kh.No.534/1, situated at vill.Nawada Majra Hastal abadi known as Mohan Garden, New Delhi, and bounded as under :-

East : Road 20 ft.

West : Gali 10 ft.

South: Othes plot.

North: Portion of Plot.

For performance of certain duties, and formalities, I the executant doth authorise the said general attorney to do all acts, deeds and things in my name and on my behalf in the following terms and conditions :-

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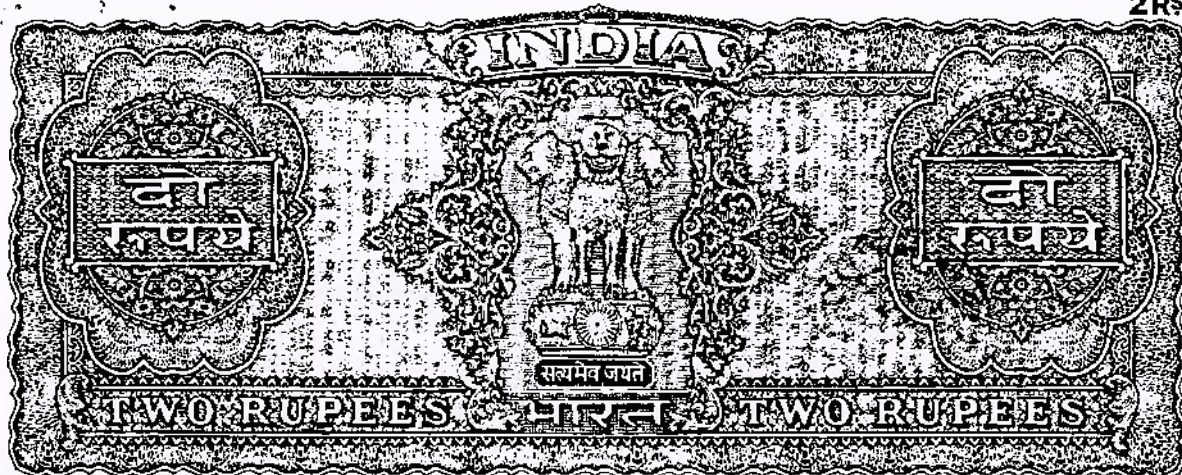
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' AGREEMENT TO SELL '

This Agreement to sell is made at Delhi on 9.1.97. (12)
 between Sh. Tota Ram son of Sh. Megh Raj resident of F-2/11,12,
 Mohan Garden, Uttam Nagar, New Delhi,
 hereinafter called the first party..and..Sh. M.P. Kataria son
 of Sh. Singh Raj Kataria resident of H.No.122, Pkt C-13, Sec-3,
 Rohini, New Delhi,
 hereinafter called the second party.

Whereas the first party is the actual owner and in
 possession of Plot No. B-218-A, mg. 76½ sq.yds., out of total
 land mg.153 sq. yds., out of kh.No.534/1, situated at vill.
 Hastal Majra Hastal abadi known as Mohan Garden, New Delhi,



And whereas the first party has agreed to sell the said
 property for his/her legal needs and requirements to the second
 party for a sum of Rs.25,000/-,
 which has been received by the first party from the second
 party by means of separate receipt duly attested by Notary
 Public Delhi, in the following terms and conditions :-

[Handwritten signature]

[Handwritten signature]


..2/p

Now this Agreement to sell Witnesseth as under

1. That the first party has delivered the vacant possession of the said property to the second party on the spot.
2. That the second party shall realise all the profits of the said property from the date of execution of this agreement and the first party shall not demand any amount from the second party.
3. That the first party shall get no claim, title or interests in the said property and the second party has become its sole and absolute owner and is at liberty to utilise the same in any manner.
4. That the first party hereby assures to the second party that the said property under sale and the same is free from all sorts of encumbrances, such as sale, mortgage, gift, lien, decree, charges, court injunctions, attachments, surety, security, litigation, legal flaws, disputes, notification, attachments acquisitions and there is no legal defect in the title of the first party and if it is proved otherwise the first party and his property both moveable and immoveable shall be liable to indemnify the second party with costs and expenses etc.
5. That the first party has not entered into any sorts of agreement with any body for the sale transfer of the said property.
6. That all the expenses of the sale, deed/documents shall be paid and borne by the second party.
7. That whenever and wherever the presentation of the first party will be required for the completion of any acts, deeds and things regarding the said property first party will execute and present for the same
8. That all the dues, demands instalments taxes (if any) till date of this agreement shall be paid and borne by the first party and thereafter regarding the same shall be paid by the second party.
9. That all the dues, demands, lease money unearned increment, transfer fees and/or any other charges to be levied thereafter regarding the said property shall be paid and borne by the second party.
10. That if the first party violates and infrings the terms & conditions laid down in the agreement to sell the second party shall be entitled to get the said transaction to complete through the court of law under the suit for specific performance at the costs and expenses of the first party.

IN WITNESSES WHERE OF, Both the parties have signed this agreement at DELHI on the day, month and year first above written in the presence of the following witnesses.

WITNESSES :

1. 

2.



Notary Public
Delhi (India)

3 JAN 1997

FIRST PARTY


SECOND PARTY



' AFFIDAVIT '

Affidavit of Sh. Tota Ram son of Sh. Megh Raj resident of
F-2/11,12, Mohan Garden, Uttam Nagar, New Delhi,

I, do hereby solemnly affirm and declare as under :-

1. That I have sold my plot No. B-218-A, mg. 76½ sq.yds.,
out of total land mg.153 sq.yds., out of kh.No.534/1, situated
at vill.Nawada Majra Hastal abadi known as Mohan Garden, New
Delhi, with Sh. M.P. Kataria son of Sh. Singh Raj Kataria resident
of H.No.122, Pkt C-13, Sec.3k Rohini, New Delhi.

2. That I have delivered the physical vacant possession
of thesaid property to thesaid purchaser on the spot.

Verification:-



Deponent

Verified at New Delhi on this 9.1.97

that the contents of the said affidavit are true and correct
to the best of my knowledge and belief.

Attested

*District Public
Delhi India*

Deponent

9 JAN 1997



RECEIPT

Received a sum of Rs. 25,000/- (Rs. Twenty five thousand)
in cash from Sh. M.P. Kataria son of Sh. Singh Raj Kataria
resident of H.No.122, Pkt C-13, Sec-3, Rohini, Delhi,
regarding the sale of PlotNo. B-218-A, mg. 76½sq.yds.,
out of total land mg. 153 sq. yds., out of kh.No. 543/1,
situated at vill. Nawada Majra Hastal abadi known as Mohan
Garden, New Delhi,

Hence this receipt is made at Delhi on this 9.1.97.

Witnesses:-

1. Singh
Sangin Gogoi
A-1/268
SG



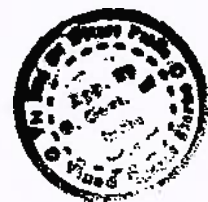
Executant.

Sh. Tota Ram son of Sh. Megh Raj r/o
F-2/11,12, Mohan Garden, Uttam Nagar, N.D.

2.

Attested
Notary Public
India

9 JAN 1997



Now this G.P.A. witnesses as under :

1. To manage, control, look after and supervise the above said property as my said Attorney may deem fit and proper.
2. To construct, renovate or rebuild the said property as per sanctioned plan issued by the authority concerned, if necessary.
3. To apply for and get the Electric, Water, Power and Sewerage connections and other services the said Property from the authority concerned.
4. To let out the said property on rent to any person(s) to realise the rent of the said property from the tenants (s).
5. To execute, sign, present and verify all such papers, documents etc. for me/us in my/our name and or my/our behalf pertaining to sale and transfer of the said property.
6. To deposit all fees, dues, instalments, house tax and other charges to the concerned authorities on my/our behalf.
7. To sell, mortgage, Gift transfer the aforesaid property to anyone and to receive the consideration amount of earnest money to execute the proper deeds and documents and present the same or regn. in the office of the Sub Registrar concerned and get the same regd. and to admit the execution thereof.
8. To receive the compensation or alternative site in case the said Property is acquired by authority concerned.
9. To apply and get the Cement/Bricks and other Building material for the construction or addition and alteration of the said property.
10. To pay all necessary dues and charges (remaining or further to the authority (s) concerned on demand.
11. To file any suit complaint, petition, revision, written statement, pertaining to any matters of the said property.
12. To appoint and remove further Attorney(s)
13. To sign and submit the necessary forms for obtaining the sale permission of the said property in the office of the competent authority.
14. To apply for and arrange mutation, charges, entries in all concerned official records in respect of aforesaid property as may be deemed appropriate.
15. To apply for sale permission or No objection certificate from the concerned authority.

Generally to do all acts deeds and things for me/us in my/our name (s) on my/our behalf in respect of my/our said property as myour said attorney may deem it and proper,

And all acts, deeds and things done myour said attorney shall be binding on me/us in all respects IN WITNESS WHERE OF I/We have signed this G.P.A. in the presence of the following witnesses.

WITNESSES

1.

2.

Attested

Volary Public
Dahli (India)

9 JAN 1997

EXECUTANT (S)

56185 100

Sept 10 1902

NEW DELHI
INDIA

Dear Sir

(

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