



SPECIAL POWER OF ATTORNEY

THIS DEED OF SPECIAL POWER OF ATTORNEY is executed on this 10th day of May, 2004 By

1. Mr. Ram Dayal Anand
S/o Late Mr. Ram Krishan Anand and
H/o Late Smt. Savita Anand
R/o 39, WOOLFELD ROAD,
CRANFORD MIDDEX,
LONDON, U.K.

2. Mrs. Renu Dev
W/o Mr. Satish Dev
D/o Late Smt. Savita Anand
R/o 30, NEW TREE WALK,
HOUSELAW MIDDEX,
LONDON, U.K.

3. Mrs. Ritu Mehan
W/o Mr. Sunil Mehan
D/o Late Smt. Savita Anand
R/o 4, POPPY DRIVE THATCHAM
NEVBURY BERKSHIRE,
LONDON, U.K.



Through their lawful and
general attorney, Sh. Ram
Dayal Anand, Vendor No. 1
vide GPAdated 03.11.2003
duly registered with the
Registrar, Delhi on
09.03.2004.

Chander Mohan Sharma
Sukriti Sharma

McLith
McLith

2315160

8294

Sr. No. Rs. 100/- Date 27/1/01

Sold to S/o For

Infant

Purpose

Serial No. KB 11057 L.No. 548

Old Town

Subash Chandra Sen, etc.
in the
presence of
Kumar

2

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Subash Chandra

Thammy

Chander Mohan Ahluwalia





4. Mr. Rajiv Anand
S/o Ram Dyal Anand and
Late Smt. Savita Anand
99, BULSTROD ROAD,
HOUNSLAW, LONDON, U.K.
5. Smt. Sukrita Ahluwalia
W/o Shri A.P.S. Ahluwalia
D/o Smt. Parkash Devi
R/o 3B, SPA, Sector - 9,
BHILAI
Presently at Delhi.
6. Smt. Sushma Sharma
W/o Shri B.B.L. Sharma
D/o Late Smt. Prakash Devi
R/o 328, DDA Flats,
Hauz Khas,
New Delhi.
7. Smt. Sunanda Sikand
D/o Late Smt. Parkash Devi
R/o H-165, Sarita Vihar
New Delhi.
8. Smt. Meera Seth
W/o Shri Vijay Kumar Seth
D/o Late Smt. Prakash Devi
R/o Flat No. 8, Kadambari Apts.,
Sector - 9, Rohini,
New Delhi.

Shri

Shri

Chander Mohan Ahluwalia

Subsidiary Ahluwalia

Meethi Ahluwalia

16

Deed Related Detail			
Deed Name SPA			
Land Detail			
Tehsil/Sub Tehsil	Sub Registrar V	Sr. No. 274/1	Rs. 100 Date 27/04/04
Village/City	Other Than South District	Sold to S/o	Area of Building 0.00 oZx Qc
Place (Segment)	Other Than South District	Building Type	
Soil Type	Residential	Sumit Kr. Khosla	Plot No. 588
Area of Soil	405.00 oZx Xt	Old Tehsil	ND-30
Money Related Detail			
Value 0.00 Rupees		Value of Stamp Duty 100.00 Rupees	
Value of Registration Fee 3.00 Rupees		Pasting Fee 1.00 Rupees	

Presented by Sh/Smt. Ram Dayal Anand S/o, W/o P 10/8 Vasant Vihar N.D.
A.K. Anand R/o in the office of the Registrar/ Sub Registrar, Delhi this 01/05/2004 day Saturday
between the hours of

Signature of Presenter

Registrar/Sub Registrar
Sub Registrar V
Delhi/New Delhi

Execution admitted by the said Shri/Smt Ram Dayal Anand, Smt. Sukrita Ahluwalia, Sushma Sharma, Smt. Sunita Sharma, Mayan Chudha

Who is/are identified by Shri/Smt/Km. Madhu Sharma S/o W/o D/o A.K. Sharma R/o 87/46 Mehrauli N.D.
and Shri/Smt./Km. Jitender Kr. S/o W/o D/o P. Singh R/o 413/3 Mandawali Delhi

(Marginal Witness). Witness No. II is known to me. Contents of the document.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Date 01/05/2004

Registrar/Sub Registrar
Sub Registrar V
Delhi/New Delhi





New Delhi - 110019

..... ATTORNEY

WHEREAS property No. F-10/8, Vasant vihar, New Delhi, measuring 405sq. yds as initially owned by Smt. Prakash Devi, mother / predecessor of the Executants having acquired the same from the DDA vide Perpetual Lease Deed dated 16.10.1968 registered at Sl. No. 6810, Book No. 1, Volume No. 2073, at pages 111 to 117 on 14.11.1968 with Sub-Registrar, New Delhi.

AND WHEREAS aforesaid Smt. Prakash Devi died on 14.06.1978 and pursuant to her death the Executants have jointly inherited the above property.

AND WHEREAS the Executants are the joint owners of the above property having got the same mutated in their names in the records of DDA vide Mutation Letter No. F- 6(1)71/VV/CS/DDA/864 dated 25.03.2004 issued by Deputy Director (CS) of DDA whereby fixing the respective shares of the Executants as under :

Ms. Sunanda Sikand	Daughter	12.50%
Smt. Sushma Sharma W/o. Shri B.B.L. Sharma	Daughter	12.50%
Smt. Meera Seth W/o. Sh. V.K. Seth	Daughter	12.50%
Smt. Neelam Ahluwalia W/o. Shri M.K. Ahluwalia	Daughter	12.50%
Smt. Sukrita Ahluwalia		

Smt
Chander Mohan Ahluwalia
Sukrita Ahluwalia
M. Seth
Rahis

8294/2 MS - Date 22/04/04
Sr. No. Rs.
Selling Price
In favour of
Purpose
Sunil K. Phani No. 588
Old Tehsil Office, RD-30





W/o. Shri A.P.S. Ahluwalia — Daughter 12.50%

Smt. Chander Mohini
Ahluwalia W/o. Late
Shri V.K. Singh — Daughter – in - law 12.50%

Ms. Benu Ahluwalia
D/o. Smt. Chander Mohini
Ahluwalia, under the Natural
Guardianship of Her mother
Smt. Chander Mohini Ahluwalia — Grand Daughter 12.50%

8.i. Shri Ram Dayal Anand
S/o. Shri Ram Kishan Anand — Son-in-law 3.125%

8.ii. Shri Rajiv Anand
S/o. Shri Ram Dayal Anand — Grand Son 3.125%

8.iii. Smt. Renu Dev
W/o. Shri Satish Dev — Grand Daughter 3.125%

8.iv. Smt. Ritu Mehan
W/o. Shri Sunil Mehan — Grand Daughter 3.125%

AND WHEREAS as per the conversion Policy of the DDA the said property can be converted into a Freehold from the leasehold property and the Executants have accordingly got the property the property converted to freehold, and a Conveyance Deed has been duly registered in their favour on 26.4.2004, vide

Shri

Shri

Chander Mohini Ahluwalia

Sukirti Ahluwalia

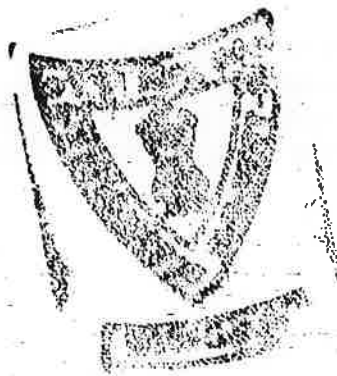
Shri

W/o

Shri

Shri

8294/4
Sr. No. Rs. 165/- Date 24/04/04
Sold to S/o F/o
In favour of S/o
Purpose
Sunil K. Ph. Di. Govt. School No. 588
Old Tehsil Burewala District ND-20



No. 962, Additional Book No. I, Volume 1130 at pages 188 to 190 with the Sub-Registrar, New Delhi.

AND WHEREAS the Executants have obtained a preliminary decree of Partition from the Court of Additional District Judge, Delhi in Suit no. 315/02, titled as "Smt. Savita Anand (through L.Rs.) & Ors. Vs. Shri. V.K. Singh (through L.Rs.) & Anr."

AND WHEREAS the afore said Court has directed vide order dated 09.09.2003 that since it is not possible to divide the property by metes and bounds among the Executants it has directed the partition of the aforesaid property by sale of the same and further the said Court appointed the Attorney herein as Receiver to sell the property.

AND WHEREAS the Executants are residing at various places and countries and it is not possible for them to effectively manage, control and administer the said property and its affairs.

Accordingly, the executants have decided and agreed to execute the present Deed of Attorney authorizing the attorney to do the following acts, deeds, and things in their name and on their behalf;

To pay the charges, levies and other dues regarding the above said property.

To file affidavit or reply to any letter or notice issued by the appropriate authority regarding the said property.

To appear in all the departments of the DDA/MCD/DVB in respect of all the matters of the said property and to do all acts, deeds and things which are necessary for the same.

To pay the house tax of the said property to the concerned authorities in respect thereof.

To submit the plan, receive the estimates and sanction for additions/ alternation in the said property, to get new electricity, water and other services in the said property.

To execute, sign, verify, present and pursue all kind of suits, complaints, appeals, complaints, review, revision, writs, application, execution, affidavits, to deposit and withdraw money to give evidence, to withdraw, compromise and file documents and do all acts, deed and things which are necessary for the same.

To deposit taxes or any other charges, dues and demands levied by any Authority / local body.

Shruti

Pranshu

Chander Mohan Ahluwalia

Sukhila Ahluwalia

[Signature]

As Sethi

[Signature]

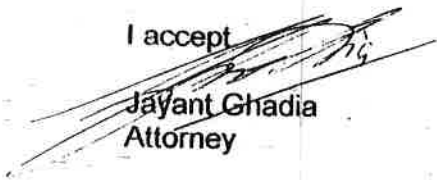
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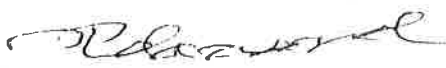

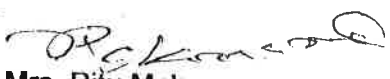




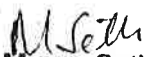
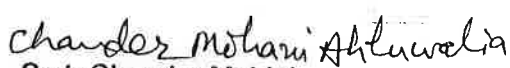
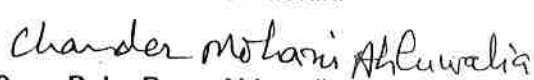

This Deed of Attorney shall be irrevocable and valid throughout India.

The Executants do hereby ratify and confirm that all acts done by their said attorney shall be binding on them in all respects as if they had done the same personally.

IN THE WITNESS WHEREOF the Executants have signed this Special Power of Attorney on this day of 04-04, 2004 at New Delhi, in the presence of the following witnesses.

I accept


Jayant Ghadia
Attorney

1. 
Shri Ram Dayal Anand
2. 
Mrs. Renu Dev
3. 
Mrs. Ritu Mehan
4. 
Shri Rajiv Anand
5. 
Smt. Sukrita Ahluwalia
6. 
Smt. Sushma Sharma
7. 
Smt. Sunanda Sikand
8. 
Smt. Meera Seth
9. 
Smt. Chander Mohini
10. 
Baby Benu Ahluwalia
11. 
Smt. Neelam Ahluwalia

WITNESSES:

1. ^M Mr. Madhu Sharma
w/o Mr. A. Sharma
C/P - 878/6, Mehrauli
N. Delhi.

Dt 3/32/07 2207

2.

Tikendra Kumar

Mr. P. Singh
No 413/3, Mansarovar
Delhi - 110029

D. No. 74/681/H-2

EXECUTANTS

Shri

Chander Mohan Ahluwalia
Sukhdev Ahluwalia

Ms. Sethi
Wahid

Sharma

Reg. No.
5475

Reg. Year
2004-2005

Book No.
4



Ist Party

पेशकर्ता



IInd Party

प्राधिकृत



Witness

xokg



Ist Party

IInd Party

Ist Party पेशकर्ता :- Ram Dayal Anand

Smt. sukrita Ahluwalia

Sushma Sharma

IInd Party प्राधिकृत :- Jayant Ghadia

Witness xokg Madhu Sharma

Jitender Kr.

Certificate Section 60)

Registration No. 5,475 in Book No. 4 Vol No 2,166

on page 186 to 193 on this date 01/05/2004 day Saturday

and left thumb impressions have/has been taken in my presence.

Sub Registrar

Sub Registrar V

New Delhi/Delhi

Date 01/05/2004

5241

11/82-2

VIC Singh
Munir Nain Singh
Com

Sub

37 E M and
ms

Witnessed by Sh. Prakash Devi
Sto. W/o... Prakash Singh
R/o... 37 E M and New Delhi
in the Office of the Sub-Registrar
Delhi. On 13th Nov 1968
between the hours of 10-11 A.M.

Sd- J. P. Sharma
Sub-Registrar/3-11-68
New Delhi.

Sd- 7/12/68



Execution of the said Sh. Prakash Devi
by the said Sh. Prakash Devi
R/o Sh. Girdhar and identified R/o C 3/306 Lodi colony
by Shri... N. Delhi
R/o... Satinder Chander Chakraverty
and Sh... Sh. Jagdish Chander B-11, Multi Storey Flats
R/o... Ishwer Das B-11, Multi Storey Flats
with... late Sh. Narain Das, N. Delhi
the... No F-59 Kal Kaji, N. Delhi
and for...

Sub-Registrar
New Delhi.

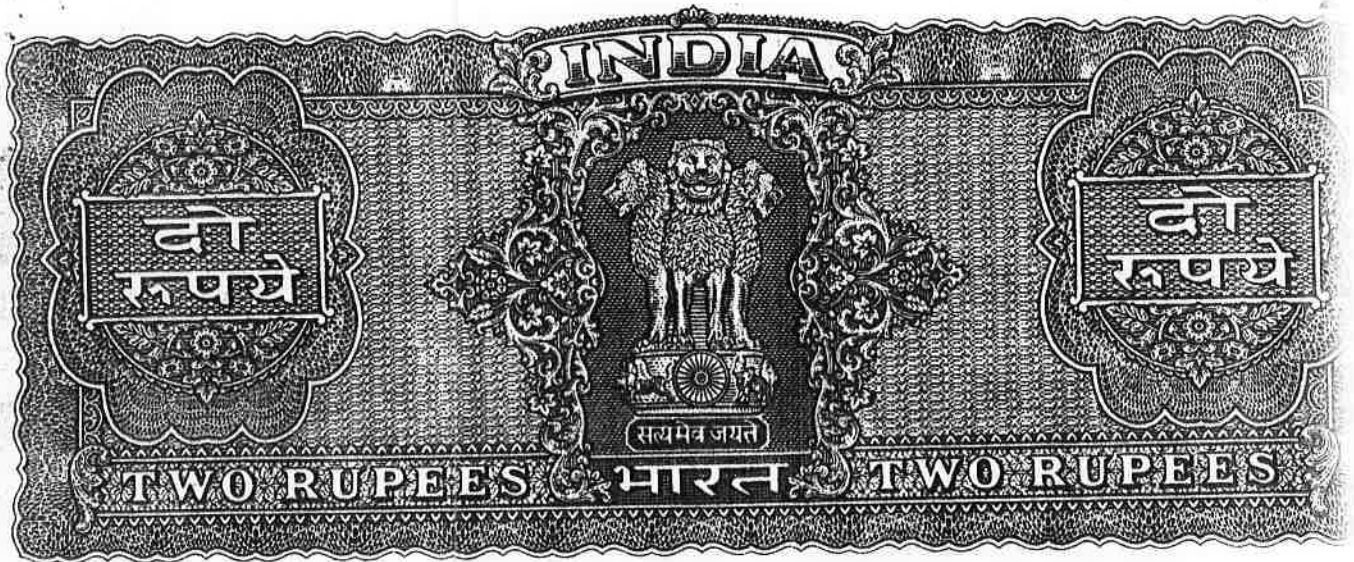
Identified by his I/card No A-
003454 dated 24-1-61 issued
by the M.O. of Defence N. Delhi

Sh. J. K. Suri
Dy Secy Delhi Admin Delhi

Sd- 7/12/68

Sd- J. P. Sharma
S. R. III
13-11-68

Sd- Tiwan Das Sd- Meghila



6810
 registered as NO.
 Book No. I, Vol. No. 2073... on Page
 117... dated 14/11/68
 and late amount 68... has been taken
 by J. P. Sharma
 Sub-Registrar,
 New Delhi.
 14-11-68



9-11-82
 13-25
 9-11-82
 22-11-82
 27-11-82
 22-11-82

'B'

(House-Building Co-operative Societies.)

Undeveloped land)

DELHI ADMINISTRATION
(Land and Building Department.)

PERPETUAL SUB-LEASE

THIS INDENTURE made this Sixteenth day of October one thousand nine hundred and sixty-eight BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") of the one part and the Government Servants Co-operative House Building Society, Ltd., a society registered under the Bombay Co-operative Societies Act, 1925, as in force in the Union Territory of Delhi and having its registered office at Barrack No. 2, Room No. 5, Talkatora Road, New Delhi, (hereinafter called "the Lessee") of the second part and Shri Shrimati Parkash Datta 11/10 Shri Datan Singh Resident of 37-F Minto Road, New Delhi (hereinafter called "the Sub-Lessee") of the third part.

WHEREAS BY A LEASE executed on the twenty-eighth day of May one thousand nine hundred and sixty-eight and registered in the office of the Sub-Registrar, New Delhi (hereinafter called "the Lease"), the Lessor demised unto the Lessee in perpetuity the residential plots as mentioned therein

AND WHEREAS under the Lease, the Lessee has to sub-lease, on such premium and yearly rent as may be fixed by the Lessor, one residential plot to each of the members of the Lessee who may be approved by the Chief Commissioner of Delhi (hereinafter called "the Chief Commissioner")

AND WHEREAS the Sub-Lessee has applied to the Lessee for the grant of a perpetual sub-lease of a residential plot and, on the faith of the statements and representations made by the Sub-Lessee, the Lessee has agreed to grant and the Lessor has agreed to confirm a perpetual sub-lease of a residential plot

AND WHEREAS on an application by the Lessee the Lessor has fixed the amount to be paid initially towards premium before the execution of these presents (and the Lessor shall fix subsequently additional sum or sums payable towards premium as provided in the covenants hereinafter contained) and the yearly rent of the residential plot hereby sub-leased.

AND WHEREAS the Chief Commissioner has approved the Sub-Lessee

For the words 'Chief Commissioner of Delhi' and 'Chief Commissioner' wherever they occur in the Perpetual Sub-Lease, the words 'Governor of Delhi' and 'Governor' may be read.

NOW THIS INDENTURE WITNESSETH that, in consideration of the Sub-lessee having paid to the Lessee Rs. 4,000.00 (Rupees four thousand & one only) towards premium and Rs. 6,885.00 (Rupees six thousand eight hundred & eighty five only) towards the cost of development of the residential plot before the execution of these presents (the receipt whereof the Lessee hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Sub-Lessee hereinafter contained, the Lessee doth hereby sublease and the Lessor doth hereby confirm unto the Sub-Lessee ALL THAT plot of land being the residential Plot No. 80 (Eight) Street No. F-110 in the lay-out plan of Vasant Vihar (Site B) of the Government Servants Co-operative House Building Society, Ltd. containing by admeasurement an area of 405 (four hundred & five) square yards or thereabouts situate at villages Mohammadpur Munirka, Basant Nagar, Kasumpur and Muradabad Pahari which residential plot is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness have been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as "the residential plot") TOGETHER with all rights, easements and appurtenances whatsoever to the said residential plot belonging or appertaining (subject to the exceptions and reservations contained in the Lease) TO HOLD the premises hereby sub-leased unto the Sub-Lessee in perpetuity from sixteenth day of October one thousand nine hundred and sixty eight YIELDING AND PAYING therefor yearly rent payable in advance of Re. 1/- (Rupee one only) up to the twenty-first day of July one thousand nine hundred and seventy three and thereafter at the rate of two and a half percent of the premium (the sum already paid and such other sum or sums hereinafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half-yearly payments on the first day of January and the first day of July in each year at the registered office of the Lessee or at such other place as may be notified by the Lessee for this purpose, from time to time, the first of such payments to be made on the first day of July, one thousand nine hundred and seventy three and the rent amounting to Rs. 5/- (Rupees five only) from the date of commencement of this Sub-Lease to the last mentioned date having been paid before the execution of these presents.

Subject always to the exceptions, reservations, covenants and conditions contained in the Lease and hereinafter contained, that is to say, as follows :—

1. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing, earth oil and quarries in or under the residential plot, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working,

obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being, standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee and/or the Sub-Lessee as may be entitled for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The Sub-Lessee for himself, his heirs, executors, administrators and assigns covenants with the Lessee and the Lessor in the manner following, that is to say :—

(1) The Sub-Lessee shall pay to the Lessee within such time such additional sum or sums towards premium in respect of the residential plot as may be decided upon and fixed by the Lessor on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both as mentioned in sub-clauses (1) and (5) (a) of Clause II of the Lease and the decision of the Lessor in this behalf shall be final and binding on the Sub-Lessee and the Lessee.

The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessee before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from twenty-second day of July one thousand nine hundred and seventy-three.

(2) The Sub-Lessee shall pay unto the Lessee the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.

(3) The Sub-Lessee shall not deviate in any manner from the layout plan nor alter the size of the residential plot whether by sub-division, amalgamation or otherwise.

(4) The Sub-Lessee shall at all times duly perform and observe all the covenants and conditions which are contained in the Lease on the part of the Lessee or Sub-Lessee thereunder to be performed and observed in so far as the same may be applicable to, affect and relate to the residential plot sub-leased to him.

(5) The Sub-Lessee, within a period of two years from the sixteenth day of October one thousand nine hundred 1974 (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at his own expense, erect upon the residential plot and complete in substantial and workmanlike manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority.

(6) (a) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot in any form or manner, *benami* or otherwise, to a person who is not a member of the Lessee.

(b) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED that, in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty percent of the unearned increase as aforesaid.

(c) Notwithstanding anything contained in sub-clauses (a) and (b) above, the Sub-Lessee may, with the previous consent in writing of the Chief Commissioner, mortgage or charge the residential plot to such person as may be approved by the Chief Commissioner in his absolute discretion.

PROVIDED that, in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the fifty per cent of the unearned increase in the value of the residential plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

(7) The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

(8) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clauses (6)(a) and (6)(b) above, the Sub-Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.

(9) Whenever the title of the Sub-Lessee in the residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein or contained in the Lease and be answerable in all respects therefor in so far as the same may be applicable to, affect and relate to the residential plot.

(10) Whenever the title of the Sub-Lessee in the residential plot is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer, give notice of such transfer in writing to the Lessor and the Lessee.

In the event of the death of the Sub-Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.

The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and the Lessee certified copies of the document(s) evidencing the transfer or devolution.

(11) The Sub-Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Sub-Lease be assessed, charged or imposed upon the residential plot hereby sub-leased or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.

(12) All arrears of rent and other payments due in respect of the residential plot hereby sub-leased shall, in the event of the same becoming recoverable by the Lessor, be recoverable by the Lessor in the same manner as arrears of land revenue.

(13) The Sub-Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.

(14) The Sub-Lessee shall not without the sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the residential plot.

(15) The Sub-Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, the Lessee and other Sub-Lessees and persons living in the neighbourhood.

PROVIDED that, if the Sub-Lessee is desirous of using the said residential plot or the building thereon for a purpose other than that of private dwelling the Lessor may allow such change of user on such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.

(16) The Sub-Lessee shall at all reasonable times grant access to the residential plot to the Chief Commissioner and the Lessee for being satisfied that the covenants and conditions contained herein and in the Lease have been and are being complied with.

(17) The Sub-Lessee shall on the determination of this Sub-Lease peaceably yield up the said residential plot and the buildings thereon unto the Lessee or the Lessor, as may be entitled.

III. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this Sub-Lease has been obtained by the suppression of any fact or by any mis-statement, misrepresentation or fraud or if there shall have been, in the opinion of the Lessee or the Lessor, and the decision of the Lessor shall be final, any breach by the Sub-Lessee or by any person claiming through or under him of any of the covenants or conditions contained herein and in the Lease and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor or the Lessee with the prior consent in writing of the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plot hereby sub-leased and the buildings thereon, to re-enter the plot and to be possession of the residential plot and the buildings and fixtures thereon, and thereupon this Sub-Lease and everything herein contained shall cease and determine in respect of the residential plot so re-entered upon, and the Sub-Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him.

PROVIDED that, notwithstanding anything contained herein to the contrary, the Lessor, in his absolute discretion, or the Lessee with the prior consent in writing of the Lessor, may, without prejudice to the right of re-entry as aforesaid, waive or condone breaches, temporarily or otherwise, on receipt of such amount by the Lessor or by the Lessee on behalf of the Lessor and on such terms and conditions as may be determined by the Lessor and the Lessor or the Lessee whoever may be entitled may also accept the payment of the said sum or sums or the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum. The amounts for waiver or condonation received by the Lessee from the Sub-Lessee shall be paid forthwith by the Lessee to the Lessor subject to such deductions as the Lessor may, in his absolute discretion, allow to be retained by the Lessee.

IV. No forfeiture or re-entry shall be effected until the Lessor or the Lessee has served on the Sub-Lessee a notice in writing

- (a) specifying the particular breach complained of, and
- (b) if the breach is capable of remedy, requiring the Sub-Lessee to remedy the breach

and the Sub-Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy; and in the event of forfeiture or re-entry the Lessor in his discretion or the Lessee, with the prior consent in writing of the Lessor, may relieve against forfeiture on such terms and conditions as the Lessor thinks proper.

Nothing in this clause shall apply to forfeiture or re-entry

(a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of building within the time provided and transfer of the residential plot as mentioned in Clause II, or

(b) in case this Sub-Lease has been obtained by the suppression of any fact, mis-statement, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced by the Lessor from the first day of January One thousand nine hundred and ninety three and thereafter at the end of each successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without buildings at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that any such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Sub-Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887, (Act XVII of 1887), or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

VI. The Lessor shall, in addition to all his other rights, have the right in the event of the failure of the Lessee to observe and perform any of the covenants and conditions contained in the Lease, to require and enforce the performance and compliance therewith from the Sub-Lessee so far as those relate to the residential plot sub-leased to him and to realise directly from the Sub-Lessee the yearly rent and all other sums due and payable by him thereunder to the Lessee.

VII. In the event of the dissolution of the Lessee, for whatever cause, the Lease shall stand determined and

(a) the Sub-Lessee shall be deemed to be the successor-in-interest of the Lessee under the Lease, and all rights and obligations of the Lessee thereunder shall devolve upon the Sub-Lessee in so far as those pertain to the residential plot hereby sub-leased to him and he shall observe and perform the said obligations to the Lessor; and

(b) the Lessor shall be deemed to be the successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Lessor, and the Sub-Lessee shall observe and perform his obligations under this Sub-Lease to the Lessor.

VIII. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitration of the Chief Commissioner or any other

person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the Lease or the Sub-Lease relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award.

Subject as aforesaid, the Arbitration Act, 1940, and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

IX All notices, orders, directions, consents or approvals to be given under this Sub-Lease shall be in writing and shall be signed by such officer as may be authorised by the Chief Commissioner, when the same are given on behalf of Lessor or the Chief Commissioner, or by such person as may be authorised by the Lessee, when the same are given on its behalf, and shall be considered as duly served upon the Lessor or any person claiming any right to the residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the residential plot or shall have been delivered or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the Sub-Lessee or such person.

X. (a) All powers exercisable by the Lessor under this Sub-Lease may be exercised by the Chief Commissioner. The Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this Sub-Lease.

(b) The Chief Commissioner may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this Sub-Lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.

XI. In this Sub-Lease, the expression "the Chief Commissioner" means the Chief Commissioner of Delhi for the time being or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions similar to those of the Chief Commissioner by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Chief Commissioner under this Sub-Lease.

XII. The expressions "the Lessor" and "the Sub-Lessee" hereinbefore used shall where the context so admits include, in the case of the Lessor, his successors, and assigns, and, in the case of the Sub-Lessee, his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by the sub-lease shall for the time being be vested by assignment or otherwise, and the expression "the Lessee" hereinbefore used shall mean the Govt. Servants Co-operative House Building Society, Ltd.

IN WITNESS WHEREOF Shri I. K. Suri
for and on behalf of and by the order and direction of the Lessor has
hereunto set his hand and the Common Seal of the Lessee has hereunto
been affixed and Shri/Shrimati Parkash Devi w/o Shri Ratan Singh
the Sub-Lessee, has hereunto set his/her hand the day and year first
above-written.

THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential plot No. 8 (eight) in Street
No. F/10 in the lay-out plan of Vasant Vihar of the Govt.
Servants' Co-operative House Building Society, Ltd., sanctioned by
the Delhi Development Authority in their letter No. F-14(71)/64, dated
the Sixteenth day of January one thousand nine hundred and sixty-eight
and measuring 405 (four hundred & five) sq. yds.
or thereabouts bounded as follows:—

North 15' wide service road
East Site space for Tattal
South Street No F/10
West Plot No 9 N/A

as shown in the annexed plan and marked with its boundaries in red.

Signed by Shri I. K. Suri
for and on behalf of and by the order and
direction of the President of India (Lessor)
in the presence of Shri A. C. Sharma

Accounts officer (Leave)

The Common Seal of the Govt. Servants
Co-operative House Building Society, Ltd.
(Lessee) is hereby affixed in the presence of
Shri B. P. Mittal, Joint Secy

& Shri A. L. Handa, Joint Secy
(Name and designation) in pursuance of bye-
law No. 40 of the Govt. Servants Co-operative
House Building Society, Limited (Lessee) and
the said Shri B. P. Mittal, Joint Secy
& Shri A. L. Handa, Joint Secy

have signed in the presence of:

(1) Shri Jivan Das (III/306)
Leadhi Colony, New Delhi

(2) Shri Ram Lal, 37/15-Ext
Patel Nagar, New Delhi

Signed by Shri/Shrimati Parkash Devi
(Sub-Lessee)

in the presence of:

(1) Shri Jivan Das

(2) Shri I. D. Ahluwalia
33, Jang Pura Ext. New Delhi

Sd-
(I. K. Suri)
Deputy Secretary (L & B)
Delhi Administration
W. K. Bhowan, New Delhi

Sd-
A. C. Sharma
Accounts officer
Land & Building Dept
Delhi Administration Section

Sd-
B. P. Mittal
Joint Secretary

Sd-
A. L. Handa
Joint Secretary

Sd-
Jivan Das

Sd-
Ram Lal

Sd-
Parkash Devi

Sd-
Jivan Das

Sd-
I. D. Ahluwalia

