



DELHI

083567

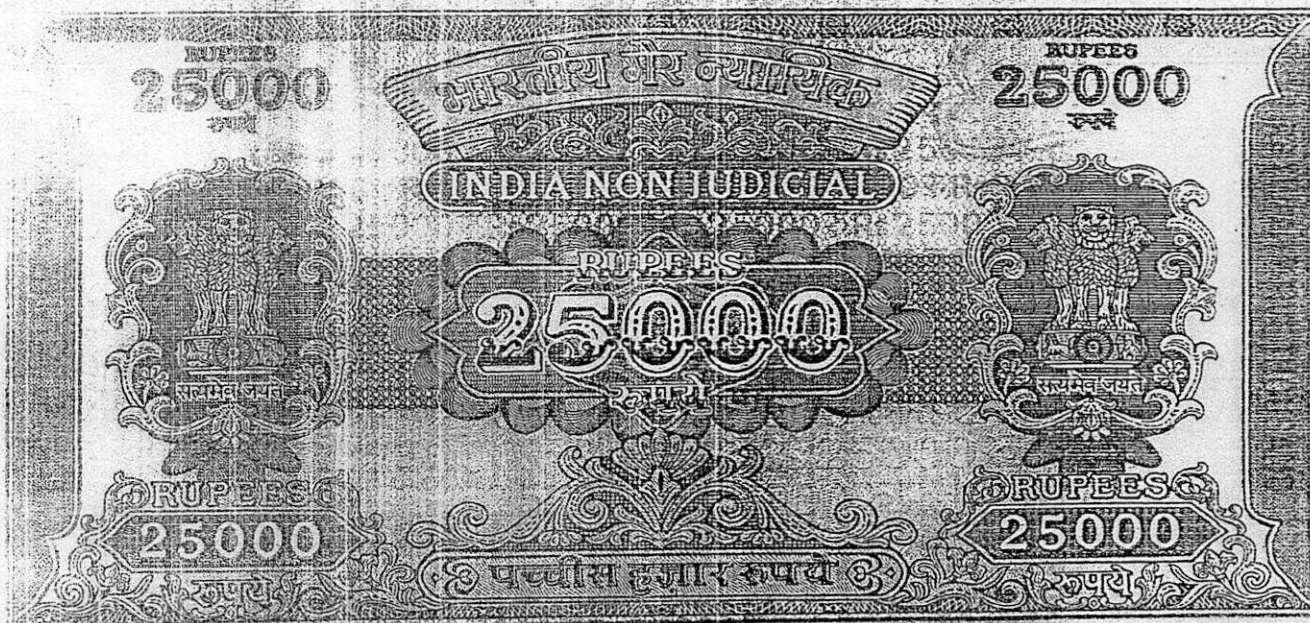
That the photostat copies of all relevant documents in respect of the said property have been submitted by the vendor and the Confirming Party to the vendors.

That the Vendor and the Vendee No. 2 are still alive and they have not revoked the said General Power of Attorney and the said attorneys are fully entitled and empowered to execute this sale deed.

-10-

Gurish Chandel
here

Gurish Chandel
here



दिल्ली DELHI

083566

That all the expenses of this Sale Deed viz.
Stamp Duty, Registration Charges, etc. have been borne
and paid by the Vendees.

and this transaction has taken place at New
Delhi and such Delhi Courts shall have exclusive
jurisdiction to entertain any dispute arising out of or in
any way touching or concerning this deed.

-31-

Gurinder Chandra
[Signature]

Gurinder Chandra
[Signature]



नएली DELHI

083565

IN WITNESS WHEREOF, the Vendor through attorney, the Confirming Party and the Vendees through attorney have signed this Sale Deed at New Delhi on the date first mentioned above in the presence of the following witnesses:

WITNESSES:

S.K. Arya
 SUNIL K.R. ARYA
 S/o MR. P.P. ARYA
 H/o D-359 DEFENCE COLONY
 N. DELHI - 24
 Dated 20.12.2002/16501

2 *[Signature]*
 S. K. Arora
 166, Mansarovar, P.O.
 Gurgaon, Haryana
 Dated 20.12.2002/16501

Gurish Chawdhary
 VENDOR'S ATTORNEY

Gurish Chawdhary
 CONFIRMING PARTY

[Signature]
 VENDEES



UTTAR PRADESH

OM ::



1. Name of the Party
2. Date of Presentation
3. Date of Execution
4. Nature of document
5. Name of Executant

: SUB REGISTRAR, ZONE-III
KANPUR NAGAR.

: 03.12.2005.

: 03.12.2005

: GENERAL POWER OF ATTORNEY
(REVOCABLE)
: SMT. NIKITA GUPTA, 38/1

W/o Mr. Neeraj Gupta, s/o
Gandhi Gram, G.T.Road, Kanpur
Nagar.

: NEERAJ GUPTA, s/o, s/o
Shri Gopal Krishna Gupta, s/o
13 Gandhi Gram, G.T.Road, Kanpur

Nikita

Part of property

: For the purchase of

Entire first floor with one
servant quarter having common
toilet/bath on the top terrace
with structure standing thereon
in premises No.D-20 Defence
New Delhi measuring 333.33
yards alongwith proportionate
undivided, indivisible and
impartible share of ownership
right in the land underneath

KNOW ALL MEN BY THESE PRESENTS THAT I, Smt. Nikita Gupta
Wife of Mr. Neeraj Gupta, resident of 13, Gandhi Gram
Kampur Nagar do hereby appoint, nominate and
constitute my husband Mr. Neeraj Gupta, adult, son of Shri
Gopal Krishna Gupta, R/o 13 Gandhi Gram, G.T.Road, Kampur
Nagar, as my true and lawful attorney for me and on my behalf

WHEREAS the Executant and her husband Neeraj Gupta
want to purchase jointly entire First floor with one servant
quarter having common toilet/bath on the top terrace with
structure standing thereon in premises No.D-20 Defence
New Delhi measuring 333.33 Sq.Yds. alongwith
proportionate undivided indivisible and impartible share of
ownership right in the land underneath ;

AND WHEREAS the Executant is suffering from survival
trouble and she is undertreat , therefore she is unable to

✓

appear at the Office of Sub-Registrar of Assurances
at New Delhi for signing the document and other work
therefore the Executant deems it fit and proper to appoint
my husband as my true and lawful attorney.

ON THESE PRESENTS I, Smt. Niketa
do hereby appoint Mr. Neeraj Gupta aforesaid as my
true and lawful attorney to do the following acts, deeds
and things that is to say:-

1. To contact the Owner of the property.
2. To approve the draft of sale Deed.
3. To purchase the stamp papers and to get it prepared
either by computer or by Manual.
4. To sign the sale deed, to identify the owner and
submit the execution of sale deed.
5. To give the sale proceed to the owner of the property
either by cheque, Draft or by cash and to get
proper receipt.
6. To get the possession from the owner of the property
and ownership right over it.
7. AND GENERALLY to do all other acts, deeds and things
for the execution and registration of sale deed
for the purchase of the aforesaid property
That all acts, deeds and things to be done by my
husband/attorney shall be deemed to be done by myself
and I hereby ratify and confirm.
8. That Attorney Holder is the Husband of Executant;
and this Power of attorney is revocable.

:: 4 ::

10. That Power of attorney shall be deemed for the purpose of the property .

IN WITNESS WHEREOF the Executant has put and subscribed his name on this Indenture on the day, month and year first above written.

THUMB & FINGERS IMPRESSIONS OF EXECUTANT LEFT & RIGHT HAND

THUMB

INDEX

MIDDLE

RING

LITTLE



INDEX

MIDDLE

RING

LITTLE



WITNESSES.

Dr. Prabhat Birla
DR PRABHAT BIRLA
S/o Smt S.C Birla
127/611 W-1 Saket Nagar
New Delhi

EXECUTANT

Nikita Gupta
(SMT. NIKITA GUPTA)

Shankar Misra
(Shankar Misra)
Advocate

Shradha Birla
Drafted by: SHRADHA BIRLA,
ADVOCATE



This is my LAST WILL AND TESTAMENT made at New Delhi
on the 12th day of July 1960 by me (Captain Retd) BHAGWAN
LAL BHALLA son of late Shri. Moti Ram Kataria resident
1B-20 Defence Colony New Delhi-24 now aged about 60 years,
while being in possession of my full senses and sound
disposing mind without any duress, coercion or fraud and
with my own free will.

All that is in my possession is my self earned and self acquired property and I am the sole and absolute owner of House no: D-20 Defence Colony New Delhi and I have therefore got full Right to dispose of the same in any manner I like.

I am possessing one double storeyed house built on 133 Sq yds. of land known as D-20 Defence Colony New Delhi. The said house is bounded as under:

South ----- House no D-21
North ----- House no D-19
East ----- Service Lane
West ----- Lala Lajpat Rai Marg

I am married to Smt. Janki Devi, who is alive, I have six daughters and one son, all alive.

The details of the family are as under:

Wife: Janki Devi who is about 73 years on age.

My six daughters and one son who are all married are :

Smt. Krishna Murana

Srt. Sarla Dang

Smt. Susheel Dewan

Smt. Urmil Minglany

Smt. Usha Chopra

Smt. Pronila Malik

My one son is Shri Bhisham Kumar Kataria..

Bhupendra Singh

page 1

11-1-1951

15
1015

7-11-64

Now, therefore I Demise and Bequeath as under after
having understood and kept in mind the importance of my
this disposition.

That after my death my son sh. Bhisham Kumar Kataria
shall inherit all my assets, moveable and immoveable
property. I accordingly appoint him as the Executioner
of my this WILL.

I bequeath all my worldly possession to my son knowing
that he has stayed by me throughout bearing the financial
burden of aged mother and father.

That my wife Smt. Janki Devi, if still alive after my
death shall be entitled to maintainance from my son
Bhisham Kumar besides having the right to stay in the
House till her death. However I do not demise or bequeath
any thing to my wife. She will not inherit any thing of
my moveable or immoveable property what so ever and where
so ever as she is not keeping good health due to old age
and is of forgetfull nature.

I do not bequeath any asset moveable or immoveable
property to any of my six daughters. They have all been
educated and married to boys very well placed in life.
I have spent huge amounts on their marriage according to
customs and family status. Besides spending on marriages
I have also given my daughters cash/ presents as per customs
every year since their marriage. My son sh. Bhisham Kumar
shall also pay Rs 5000/- (Rs five thousand) to each of six
sisters after my death.

In witness where of I Captain Bhagwan Dass Kataria
have read and understood the contents of this disposition
and have set my hands to this, on the day and year first
above written in the presence of undermentioned witnessess
who have also subscribed their signature in my presence

Bhupendra Singh Chauhan

page 2
D

31 Tel. and 31st
To High Court
31 Tel. and 31st
To High Court

(Vill. 1711)

31 Tel. and 31st
To High Court
31 Tel. and 31st
To High Court

and in the presence of each other.

Arka Lal

TESTATOR

(Arka Lal / Arka Lal)

Witnesses to us, and we have signed here under in the presence of each other and the TESTATOR who has signed in our presence.

Munna

(HARISH KUMAR KHANDUJA)

S/o Late Shri Ram Chaudhary

A-372 Defence Colony
New Delhi - 110024

R. N. Sachdeva

(R. N. SACHDEVA)

S/o Late Sh. A-N SACHDEVA

N-19A Cony Park
New Delhi 11

Bhupendra Singh Chauhan
Advocate

Arka Lal
31 Teind Bldg
To Hagan Court
Delhi

Arka Lal
31 Teind Bldg
To Hagan Court
Delhi

भारतीय नैर न्यायिक

दस
रुपये

रु. 10



TEN
RUPEES

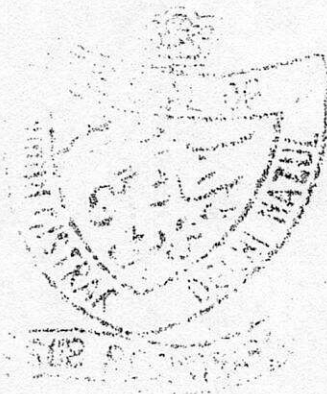
Rs. 10

INDIA NON JUDICIAL

C-17

Judge Bench
38AA 989652

R.S. 401
5 - 11



Subj. 6/1/201
New Delhi

Regn. No. 4625
Volume No. 671 - 117-120
Date:

23-6-61

Sd/
New Delhi

Received by

W. S. 100
Joshi A. 100

No. 50 (GBP)/MO. (D. Secy) 16
Government of India

MINISTRY OF REHABILITATION

Office of the Settlement Commissioner (GBP),

Jamnagar House, New Delhi,

Dated the 5.5.61

Regd. A.D.

सिटीरक्त बही क्रम
117 11/5/61

निरक्षारान्तराज प्रमाणिक
मालिक और नुसखत और
निरक्षार और नुसखत और
निरक्षार और नुसखत और

To The Sub-Registrar (Nazul)/The Sub-Registrar,
Parliament Street, New Delhi/Delhi.

Subject Transfer of Government Plot/House/Tenement Bearing No. 20
Block No. 2 situated in Kilokri New Delhi.

I have the honour to forward herewith a copy each of the
Conveyance and Lease Deeds as provided under Rule 90(15) of the
Displaced Persons (Compensation & Rehabilitation) Rules, 1955, in favour
of Shri/Shmt./Sarvshri Capt B.D. Kilokri who was allotted
the property under reference and has paid all the sums due from him/her.

It is requested that necessary entry of the transaction may
kindly be made in your record under intimation to this office giving
the registration number of the transaction.

Yours faithfully,

[Signature]
MANAGING OFFICER
SETTLEMENT COMMISSIONER (GBP)'S OFFICE
NEW DELHI.

Copy together with copy of Lease deed and Sale Certificate
forwarded to:-

1. Sh./Shmt./Sarvshri Capt B.D. Katana 4A/34, Tilak Nagar,
New Delhi.

with the remarks that the deeds should be presented to the Sub-
Registrar within a period of four months from the date of execution
of the deeds enclosed. In default he would be liable to pay such
penalty as is levied by the Registration authorities.

2. Central Board of Revenue, New Delhi.

3. Secretary Municipal Committee, New Delhi/Municipal Corporation
of Delhi.

[Signature]
MANAGING OFFICER
SETTLEMENT COMMISSIONER (GBP)'S OFFICE
NEW DELHI.

शिविष्टक्रम संख्या
नमस्त्राकीरकम और
कैरम और खिस्ट्रीकी
कम तथा अन्य शुल्क
और मास तावान

4645
L - 10
4 12
1/30

तारांक ५५१-२०-२०
 अंकीय नं. ११
 नमिशारान्तराजः
 मालित और नुमिति
 रजिस्ट्री और गिरासत
 तावान वसूल शर्त
 क्रमसंख्या
 निरंकुश और
 और रजिस्ट्री की
 आश्वयुक्त होरा
 सतावान क्रमांक

APPENDIX XII

[Rule No. 40 (3)]

(For small plots given for Rehabilitation purpose)

NINETY-NINE YEARS LEASE SUBJECT TO REVISION OF RENT AFTER A PERIOD OF TWENTY YEARS.

THIS LEASE made this 5th day of May of the year One thousand nine hundred and Sixty one between the President of India hereinafter called the Lessor which expression shall, unless the context requires another and different meaning, include his successors and assigns) of the one part and Capt B. D. Kataria

of S/o Shri Mohan Ram Kataria

of 44/34 Telen Nagar, New Delhi (hereinafter called the "Lessee" which expression shall be taken to mean and include the said his heirs, executors, administrators, representatives and permitted assigns except when the context requires another and different meanings) of the other part:

WHEREAS the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;

NOW THIS INDENTURE WITNESSTH that in consideration of the payments hereinafter referred to and of the covenant by the Lessee hereinafter contained the LESSOR DOTH demise unto the Lessee all that piece of land described in the Schedule hereunder together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in under or within the said land with liberty to the Lessor and his lessees, licensees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Acts or regulations for the time being in force, whose decision thereon shall be final. Area sheet No. D-20, 333.333 Sq. Yds.

TO HOLD THE said land unto the Lessee for the terms of 99 years commencing from 13th June 1960 yielding and paying therefore the rent as follows:—

(a) For the first five years of the lease commencing from 13th June

10 Nucleon hundred & sixty an annual ground rent payable in advance (a proportionate part of the said ground rent will be payable for the fraction of a year) determined in the manner following by an officer appointed in this behalf by the Lessor. The said Officer shall assess the cost of the land to Government. Such cost shall consist of the amounts spent on the acquisition and development of the land and other incidental expenses. The ground rent shall be a sum equivalent to the interest on the said cost calculated at the Government borrowing rate of interest prevailing at the date of this lease (in such calculation fraction of a pie shall be omitted).

Until the ground rent is so determined the lessee shall pay a fixed ground rent of 104-40 N P per year and on the determination of the ground rent as aforesaid the amount paid by the lessee shall be adjusted by the payment by him of any additional ground rent or as the case may be, by the refund to him of any excess ground rent paid by him.

b) For the next 15 years, in addition to the ground rent referred to in (a) above, half of the cost of the said land to Government as determined under (a) above. The said cost shall be payable in 15 annual equal instalments, the first of such payment to be made on the 13th June day of June and every subsequent payment to be made on the 13th June day of June of each subsequent year with interest on the cost of the land so determined or the balance thereof remaining unpaid for the time being at the rate of 3 1/2 per cent. per annum computed on the 13th June day of June and payable on the 13th June day of June each year the first of such payment to be made on the 13th June day of June and in case and so long as the said cost or any part thereof remain unpaid the lessee shall pay to the lessor interest on the said cost or on so much part thereof as shall for the time being remain unpaid at the same rate aforesaid by equal annual payments as aforesaid; Provided always that in the event of default being committed

by the lessee for a period exceeding fourteen days in the payment of any instalment or interest as aforesaid the whole of the said lease or such portion thereof as may then remain due and payable together with the interest thereon as aforesaid shall forthwith become due and payable by the lessee to the lessor.

(c) In the 21st year of the lease the ground rent shall be revised by an Officer appointed in this behalf by the Lessor. The revised ground rent shall be a sum equivalent to the interest calculated at the Government borrowing rate of interest prevailing on the first of April of that year, on the market value of the said land (such market value to be determined by the said officer) on the said date (in such calculations fraction of pie shall be omitted). The ground rent so revised shall hold good for the remaining period of the lease. The ground rent shall be payable annually in advance on the 1st of April each year. (A proportionate part of the said ground rent shall be payable for the fraction of a year).

The determination or decision of an officer appointed by the Lessor in each of the above cases shall be final and binding upon the parties.

II. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows :-

- (i) to pay the amounts on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes, rates, and assessments that now are or may hereafter during the said term be imposed upon the said land or any building or upon the Lessor or the Lessee, his permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force ;
- (ii) to erect upon the said land and at all times during the said term to maintain thereon a good and substantial building according to the bye-laws, rules and regulations framed by the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) and in accordance with any directions of an Officer appointed by the Lessor in this behalf or in accordance with any other law, rule or regulation for the time being applicable thereto in respect of materials to be used in and the method of construction of buildings in the quarter in which the said land is situated. That the Lessee shall submit plans, section, elevations, and specifications, for the construction of the building to be erected upon the said land for the approval of an officer appointed by the Lessor in this behalf, in duplicate, and shall not start the work of construction unless and until the approval of the said officer has been obtained in writing. The Lessee shall not make any alterations and/or additions to the building so approved by the said officer either externally or internally without first obtaining the permission of the said officer in writing ;
- (iii) to intimate to the Lessor within one year of the completion of the building the total cost incurred by him in the construction of the building. The Lessor after receipt of this information may cause the correctness of the information supplied to be verified and re-assessed. The cost of construction so verified and re-assessed shall be deemed to be the true cost of construction of the building for the purposes of this lease and the Lessee shall be bound by such verification and re-assessment ;
- (iv) before the buildings on the said land are occupied or ready for occupation to connect the same with the gravitating sewers and to lay on water to the said buildings, in the manner directed by an officer appointed by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works ; provided that when the sewage or water systems are not extended to the said quarter at the time the said buildings are occupied or ready for occupation, the Lessee shall, within 30 days from the extension of the sewage and water systems to the said quarter, connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above-mentioned ;
- (v) to complete the said buildings within one year from the date of this lease (which period or one year may from time to time be extended by an Officer appointed by the Lessor in this behalf at his discretion) to the satisfaction of an officer appointed by the Lessor in this behalf and maintain the premises and all buildings thereon in a sanitary condition according to the directions of the said officer ;
- (vi) not to erect more than one building upon the said land and except such outhouses and servants' quarters as may be approved by an officer appointed by the Lessor in this behalf ;
- (vii) not to use the said land and buildings that may be erected thereon during the said term for any purpose other than the purpose of constructing a house without the previous consent in writing of an officer appointed by the Lessor in this behalf ; provided that lease shall become void if the land is used for any purpose other than that for which the lease is granted not being a purpose subsequently approved by the said officer ;
- (viii) during the first five years of the lease, not to sublet or to assign the said land or any part thereof with the possession thereof, or transfer by sale, mortgage, gift or otherwise the said land or building erected thereon or on any part thereof, without the previous approval of the Lessor in writing ;

PROVIDED however that it shall be lawful for the lessee with the previous approval of the Lessor in writing to mortgage his interest in the said land as well as his interest in any building constructed by him or to be constructed by him on the said land as security in respect of any monies advanced by a scheduled

II. Provided always that if the payments hereinbefore specified or any part thereof shall be in arrears and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee makes default in payment of any penalty imposed under the presents or becomes insolvent or if the Lessee not observe and perform any of the covenants hereinbefore contained or if this lease shall become void under the provisions hereof the Lessor may notwithstanding waiver of any previous breach or right of reentry cancel this lease and take possession of this land and the buildings and the fixtures that may then be thereon and also initiate appropriate proceedings for recovery of rent, penalty or other sums payable by the Lessee to the Lessor under the presents.

- (1) The amount to be borrowed by the Lessor on the security of the demised land or the building standing thereon shall not exceed 50 per cent. of the premium paid by the Lessor in respect of the said land and 50 per cent. of the true cost of construction of the building.
- (2) If for any reason the security given by the Lessor to his mortgagee becomes enforceable within a period of five years from the date of the commencement of the lease, the Lease granted to the Lessee under these presents shall, at the option of the Lessor, forthwith stand determined, and the Lessor shall be entitled to re-enter on the demised land and resume possession of the said land together with any building standing thereon; and in the event of the Lessor exercising the aforesaid option of resumption of the land and the building thereon, the Lessor's liability for payment of compensation shall be limited to:
(a) true cost of construction of the building less depreciations calculated according to the Income-tax law for the time being in force and (b) refund of ninety-five per cent. of the premium, if any, paid by the Lessee to the Lessor.
- (3) The compensation payable as aforesaid shall be apportioned between the Lessee and his mortgagee in manner following, that is to say :—
 - (a) Payment of monies due to the mortgagee in discharge of the mortgage costs and other monies if any, due under the mortgage to the mortgagee; and
 - (b) the residue, if any, to the Lessor;
- (ix) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood;
- (x) subject to the provisions of sub-clause (viii) to register all changes in the possession of the whole of the said land or of the building thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month from the date of registration in such sub-registry) and if the Lessee shall without sufficient cause register such changes in the manner aforesaid with the Lands Officer appointed by the local authority for this purpose, the Government may impose on him for each such case of neglect a penalty not exceeding Rs. 100/- and the Government may in addition to the other remedies available to it under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue;
- (xi) that all persons acting under the orders of Government shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease;
- (xii) at the determination of the tenancy to yield up the demised premises with all buildings erected thereon and landlords fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification thereof shall apply to any such arbitration;
- (xiii) if during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Government the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all building, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the buildings and structures on the demised land but he shall not be entitled to any compensation for his interest in the said land except refund of a proportion of the premium. The compensation payable under this clause shall, in case of dispute, be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be in accordance with the provisions of the Land Acquisition Act or regulations for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and conclusive;
- (xiv) any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrear of land revenue.

II. Provided always that if the payments hereinbefore specified or any part thereof shall be in arrears and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee makes default in payment of any penalty imposed under the presents or becomes insolvent or if the Lessee not observe and perform any of the covenants hereinbefore contained or if this lease shall become void under the provisions hereof the Lessor may notwithstanding waiver of any previous breach or right of reentry cancel this lease and take possession of this land and the buildings and the fixtures that may then be thereon and also initiate appropriate proceedings for recovery of rent, penalty or other sums payable by the Lessee to the Lessor under the presents.

III. And the Lessor doth hereby covenant with the Lessee.

- (i) that notice of the cancellation of the lease under clause I (xiii) and II hereof shall as the Lessor may deem fit either be sent by registered post to the last known address of the Lessee or his permitted assignee and the last known address of any mortgagee whose mortgage has been registered under covenant I (x) hereof or be addressed to the Lessee or his permitted assignee or mortgagee as such and affixed to a conspicuous part of the property and that in case of cancellation of the lease under clause II if before any third party has acquired any rights in the said lease, the Lessee or his permitted assignee shall pay to the Lessor all rents then in arrear together with interest thereon at 1% per mensem and other sums due together with all costs incurred by the Lessor in connection with the cancellation or re-entry or subsequent disposal of the land leased and shall remedy to the satisfaction of any officer authorised by the Lessor in this behalf any breach of any other covenant which may have occurred, the Lessor may waive the forfeiture and if actual possession has been taken by the Lessor to restore to the Lessee to hold for the remainder of the term of the lease upon the covenant herein contained the land together with the building and fixtures thereon on the date of such re-entry save such if any as may have been destroyed by fire or, otherwise the Lessor not being liable for any depreciation for want of repair or deterioration that may have taken place in the premises of the buildings or other things thereon or therein save and except loss and damage if any maliciously done or caused by his servants or agents on such re-entry;
- (ii) that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations therein on his part contained shall peaceably hold and enjoy the demised premises during the said lease without any interruption of the Lessor or any person rightfully, claiming under him.

IN WITNESS WHEREOF the President of India has caused on his behalf to set his hand and the Lessee has hereunder set his hand the day and year first above written.

The schedule above referred to:

signed by

on behalf of the President
of India in the presence of

*Plot No. D-20
Kilokri New Delhi*
5/5/61

18 REGISTRAR
NEW DELHI

in the presence of

M. H. Alani

1) *Bhagat Singh*
K-68 Kalyan New Delhi-7

2) *P. H. H. H.*

Agree

راہداری نمبر ۱۴

نمبر شمار اندازہ	نمبر نوٹوں
مالیت اور نوج	نمبر نوٹوں
رجسٹری و درجہ	نمبر نوٹوں
تاوان وصول	نمبر نوٹوں
ممبر	نمبر نوٹوں
سکون جوت	نمبر نوٹوں
رجسٹری کی	نمبر نوٹوں
انصر و رکن	نمبر نوٹوں
مستوان	نمبر نوٹوں

Sub. B. D. Khatun
 H. K. Khatun
 R. 40134 T. L. K. H. Khatun
 13th May 1961
 11:12 A.M.

Tuesday

Bhalan Coffee

50/- g. H. Khatun
 13.6.61

B. D. Khatun

g. H. Khatun d. 13.6.61
 R. 40134 T. L. K. H. Khatun
 13th May 1961
 11:12 A.M.

50/- g. H. Khatun
 13.6.61

Bhalan Coffee

50/- g. H. Khatun
 13.6.61



Registered at No 4625 in additional
Book No 117 No 117 of page
117 to 120 dated 2 day
of Jul 1951
Impressions have been made
in my presence

SUB-REGISTRAR
NEW DELHI

23-60

SUB-REGISTRAR
NEW DELHI

1-10-51

[Handwritten signature]

Dr. S. S. Chandra | *S. S. Chandra*
दिल्ली - भगद - विमान

अनुसूची-८
(परामर्श १४ को देखें)

अधिभोग प्रमाण-पत्र का प्रपत्र
C. R. Room *Three*

मैं प्रमाणित करता हूँ कि मेने सदक/गती ब्याक संख्या
One *One*

भूमि खण्ड संख्या पर स्थित भवन संख्या का जो अनुसूचित घाबटि
One *Two*

रजिस्ट्रार/नक्शा नवीन, अनुसूचित संख्या की देख रेख में पूर्ण हुआ है, निरीक्षण
One

कर लिया है, और घोषणा करता हूँ कि यह भवन रचना सम्बन्धी कानून, मन्त्र अन्वय और
One

मानविक व बाहरी सूचिका तथा स्वास्थ्य की कानूनों के विषय में सभी प्रकार के भवन उपविधियों
One

की अपेक्षाओं के अनुसूचित हैं और अधिभोग के विषय में उपयुक्त है।
One

10,000-26-3-33

MUNICIPAL CORPORATION OF DELHI

SCHEDULE VIII

(See bye-law 14)

Form of Occupancy Certificate

I hereby certify that building No. D/20 at Plot No. D/1

Block No. D/1A Street/Road Cafar E completed

under the supervision of H. D. Patel Licensed Architect/

Engineer/Draughtsman, Licence No. D-1 has been inspected

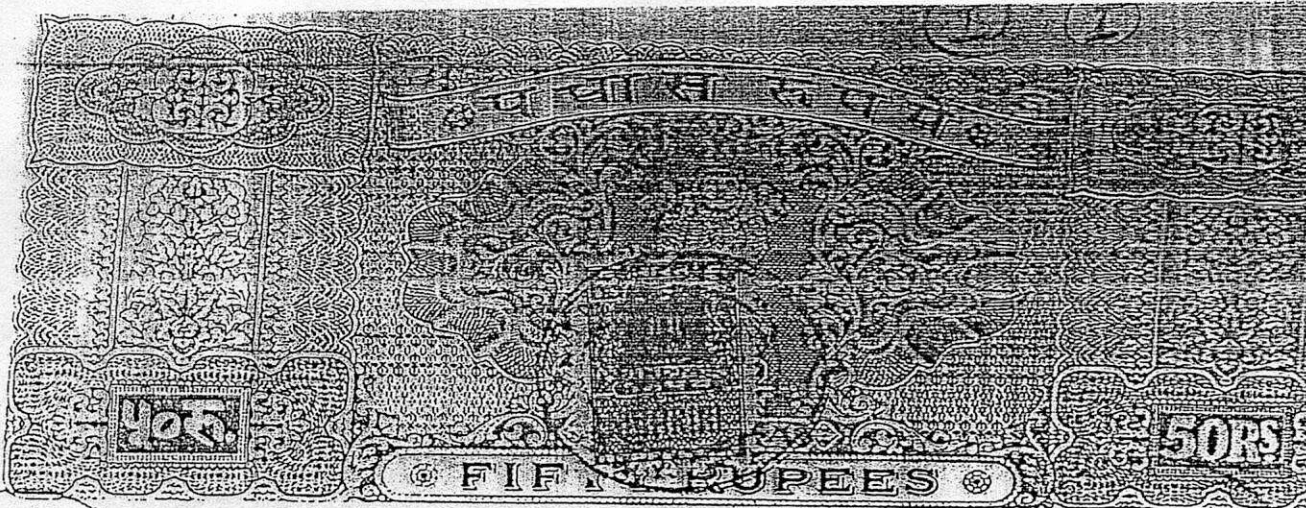
by me and I declare that the building conforms in all respects to the requirements of the Building bye-laws, in respect of structural safety, fire safety, hygienic and sanitary conditions inside and in the surroundings and is fit for occupation.

Signature S. M. Hasnate

S. M. Hasnate
Assistant Commissioner (Buildings)

Municipal Corporation of Delhi

New Delhi



COLLABORATION AGREEMENT

This Collaboration Agreement is made at New Delhi, on
this 20th day of Jan, 2005, between Shri Bhisham
Kumar Kataria, son of Late Shri B.D. Kataria, resident of
D-20, Defence Colony, New Delhi, hereinafter called the
FIRST PARTY of the one part:

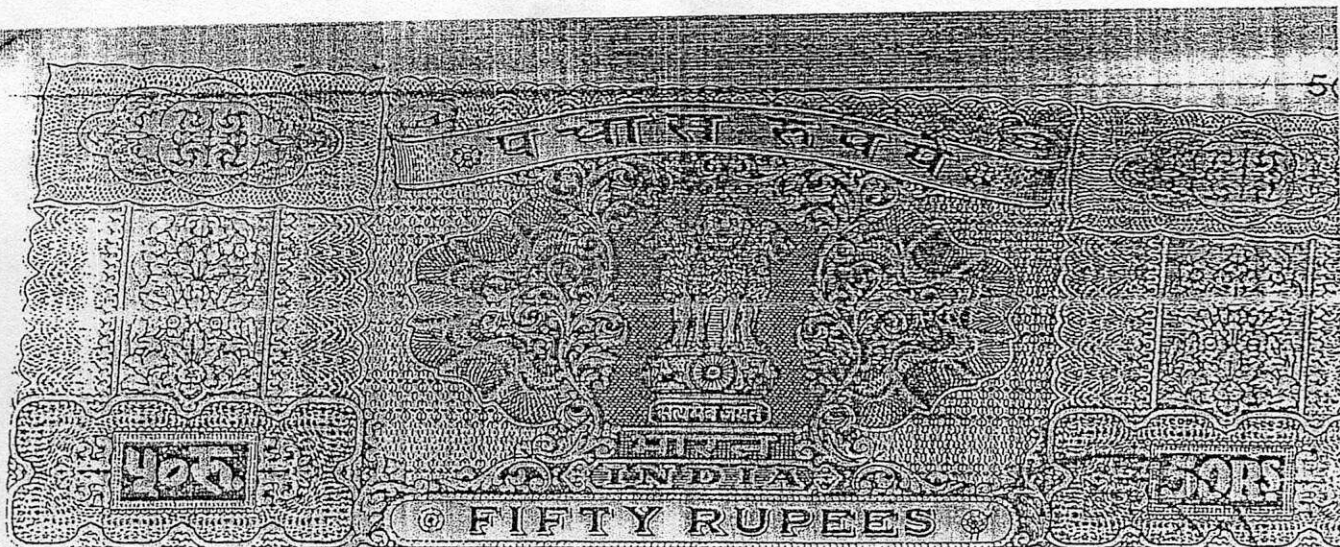
A N D

Shri Gireesh Choudhary, son of Dr. A.S. Choudhary, resident
of F-27, Masjid Moth, Greater Kailash-III, New Delhi,
hereinafter called the SECOND PARTY of the other part.

The expression of the terms First Party and the Second
Party, wherever they occur in the body of this Agreement,
shall mean and include them, their legal heirs, successors,
legal representatives, executors, administrators, nominees
and assignees.

Misham
Gireesh Choudhary

contd...../2



-- 2 --

WHEREAS the Property bearing No. D-20, Defence Colony, New Delhi, measuring 333.33 sq.yards, was leased out by the ~~Government of India~~ to Shri B.D. Kataria (Bhagwan Dass Kataria), son of Shri Motu Ram Kataria, by virtue of Lease deed dated 5.5.1961, duly registered as document No. 4625 in Addl. Book No. 1, Volume No. 671, on pages 117 to 120, on 23.6.1961, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS the aforesaid property is bounded as under:

East	:	Main Road.
West	:	Service Lane.
North	:	House No. D-19.
South	:	House No. D-21.

AND WHEREAS said Shri B.D. Kataria died on 4.9.1990 leaving behind a WILL dated 2nd July, 1990 duly registered in No. 2468 in Addl. Book No. 3, Volume No. 558, on pages 166 to 168, on 2.7.1990, in the office of the Sub-Registrar, New Delhi, bequeathing the said property in favour of his son Shri Bhisham Kumar Kataria (the first party herein), who

Bhisham Kumar Kataria
Attested by *M. A. Kataria*

got the said property substituted in his name in the records of Land and Development Office, Nirman Bhawan, New Delhi, vide their Letter No. L&DO/P.S.III/704 dated 17.10.1995.

AND WHEREAS the first party also got the said property converted into freehold in his own name vide Conveyance Deed duly registered as No. 10760 in Addl. Book No. I, Volume No. 1005, on pages 167 to 170, on 9.9.2002, in the office of the Sub-Registrar, New Delhi.

AND WHEREAS in the manner aforesaid, the (first party) became the sole and absolute owner of the freehold property bearing No. D-20, Defence Colony, New Delhi, measuring 111.50 sq. yards.

AND WHEREAS the First Party desires to develop and construct a fresh building on the above said property but is not in a position to construct, develop and complete the construction work at the above said property because of financial constraint and lack of knowledge & experience of construction.

AND WHEREAS the First Party have approached the Second Party to carry out the development, construction and completion of a fresh building on the above said property and the Second Party have agreed to the same.

AND WHEREAS both the parties, to avoid any dispute, wish to reduce the terms and conditions in writing, hence this Agreement.

Misham
Gurpreet Chaudhary

contd...../4

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That the subject matter of this Collaboration Agreement is the existing Property bearing No. D-20, Defence Colony, New Delhi, measuring 333.53 sq.yards.
2. That the First Party has agreed to place at the complete disposal of the Second Party the said property for carrying out the construction of a fresh building at the aforesaid property.
3. That the Second Party shall develop, construct and complete the building at the said property with his own funds, expenses and resources after getting the plans sanctioned from the M.C.D. and the First Party shall sign and execute the requisite plans, papers, documents, undertakings, affidavits etc. and shall render all possible help in getting the plans sanctioned. The First Party has also agreed to appear in person whenever and wherever necessary for getting plans sanctioned or obtaining any other sanctions, approvals, etc.
4. That the First Party has assured the Second Party that the aforesaid property is Freehold in nature and is free from all kinds of encumbrances, such as prior sale, mortgage, gift, Will, lien, litigations, disputes, lease, loan, surety, security, stay order, acquisition, etc. etc. and if it is proved otherwise, then the First Party shall be liable and responsible to indemnify all the losses/damages, that suffered by the Second Party.

Murshann
Gursh Chaudhary

1/contd...../5

5. That the First Party has handover the vacant and physical possession of the above said property unto the Second Party at the time of signing of this Agreement, for carrying out the construction. The construction of the building on the said property is to be completed within 12 months from the date of handing over the vacant and physical possession of the said property to the second party, ~~subject~~ to abnormal circumstances (such as war, flood, earthquake, emergency, or any Act of God) if arises and are beyond the control of the Second Party. If it is not completed within the stipulated period, then the second party shall pay the rent equivalent to Rs. 25,000/- (Rupees twenty five thousand only) per month to the first party for the alternative accommodation.

6. That the second party has assured the first party that the building will be constructed according to approved plan and Completion/Occupancy Certificate will be obtained from M.C.D. at his own cost.

7. That the Second Party will construct the aforesaid property comprising of Basement Floor, Ground Floor, First Floor, Second Floor and Third Floor, with his own funds and resources. It is agreed that the First Party shall not spend any amount on the construction or any other approval of the said building. The specification of material to be used by the second party will be as per Annexure attached.

8. That the Second Party shall obtain and provide four separate Electric Meters (11 KW each) and three separate Water Meters for the Portions of the first party in the

M. S. S. S. S. S.

Mishra
PARTY