First Party has handover the vacant the and physical possession of the above said property the Second Party at the time of signing of this Agreement, for carrying out the construction. The construction of building on the said property is to be completed within 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, parthquake, 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 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

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one Electric Meter and one separate Water Meter for the Portion of the second party in the aforesaid property. The second party shall also provide separate Meters for common second party shall also provide separate meters for common second party shall also provide separate meters for second party shall also provide separate meters fo

- Submersible Pump (with atleast 160 feet deep boring) for the water supply in all the floors of the building and two vaccume pumps of teader or some better make for Basemers for the first party.
- electricity and water bills, dues & demands of the concernso authorities, till the handing over/commencement of the construction as aforesaid shall be paid and borne by the first Party. During the course of demolition, development and construction all such charges shall be borne and paid by the second party. After completion of the construction of the building, the liability of payment of such taxes, levies, bills, charges, cesses, dues & demands of the concerned authorities shall be of the First Party and Second Party in respect of their respective portions/shares of the property. Expenses for the Common facilities, gate lights, stair lights and Pump shall be shared by both the panties.
 - II. That under the terms of this Agreement, the shares of the First Party and the Second Party in the proposed construction shall be as under:

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FIRST PARTH S. SMARE TELESTRE Basement Floor (consisting

of two Halls, two Pantries and two Toilets, with two vaccume pumps, and two entries), entire Ground Floor (with exclusive car parking space inside), entire Second Fibor and entire Third Floor with Terrace thereupon with four Servant Quarters having common toilet/bath on the terrace, alongwith proportionate undivided, indivisible and impartible sharp ownership rights in the land underneath. Propertion is on the basis of No. of floors built on the land. Each floor will atleast consist of one D/Dining, four Redrooms, attached Bathrooms, and one Kitchen, Lobby Lounge and Passage).

SECOND PARTY'S SHARE: Entire First Floor with one Mervant Quarter having common toilet/bath on the top terrace. of the aforesaid property, alongwith proportionate undivided, indivisible and impartible share of ownership rights in the land underneath. Proportion is on the basis of No. of floors built on the land.

12. That in lieu of the land made available by the , first to the second party for the development and construction of the said property, the first party is entitled to entire Basement Floor, entire Ground Floor, entire Second Floor, and entire Third Floor with Terrace thereupon, with right to raise construction on the top terrace, and shift the Servant Quarters having common toilet/bath and overhead tank on the fresh subsequent top Musham terrace.

died of the second party developing constructing the said property at his own cost and paying a sum. of Rs. 4.00,000/- (Rupees four lacs only) to the first party. the second party shall be entitled to entire First Floor with one Servent Quarter having common toilet/bath on the top terrace.

14. That the Second Party shall arrange the finance for the construction of the entire Building either from his sources or by way of prior booking of its Portion API'the building falling on its share. िहरू कर वस्तिपार्ख

15. That apart from meeting the full cost of \const of the aforesaid property, complete in all respects; Second Party has paid a sum of Rs. 4,00,000/- (Rupees four lacs only) to the first party, as full and final payment, vide Cheque No. 326467 dated Stills - drawn on Bank of Punjab, Greater Kailash-II, New Delhi, payable at the time of signing of this Collaboration Agreement.

in. That in the unfortunate event of death of the second. party during the course of this Agreement, his wife Smt. Ira Choudhary shall stand substituted in place of the second party for all the liabilities, entitlements and obligations under this Agreement. And in the event of the death of first party during the course of this Agreement, his Smt. Neelam Kataria shall be entitled to take possession of first party s share and in her absence, his son Shri Brijesh Kataria shall be entitled to take possession of first party s share.

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17. That the Second Party shall be entitled to dispose off his share of the property, in whole or in parts, by way of ale, mortgage, gift, lease or otherwise to anyone else, for which the First Party shall not have any objection. Second Party can also make booking of the said Portion falling on his share, in whole or in parts, to the prospective buyer(s), and can also receive and accept cash, cheques, drafts, pay orders, etc. in his own name from the prospective buyer(s) against the said Portion, as full and rinal payment and can execute Sale Deeds in favour of RY the buyer; of the Portion falling to the second party s shame.

transfer of the Portions falling on the share of the second party. by the Second Party to the prospective subsequent buyer(s) authorised by second party, and to sign and execute all relevant transfer documents such as Sale Deeds, Power of Aftorneys, Agreements, wills, Affidavits, etc. in favour of the prospective subsequent buyer(s) without any hinderance of objection. The possession of the building i.e. first party a share and second party's share shall be given to the first party or his nominee(s) and the possession of the second party's share to the prospective buyer(s) or his nominees shall be handed over simultaneously when the building is complete.

19. That the second party or the prospective buyer(s) shall be able to get the Portions falling on the share of the second party mutated in their own name(s) in the records of M.C.D., Electric Company, D.J.B., or any other appropriate authority.

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- 20. That the first Party have delivered photostat copies of all the original title documents pertaining to the above said property to the Second Party, and undertake to produce the originals whenever required by the second party.
- 21. That the First Party will not obstruct in any manner the construction of the property by the Second Party. However, the First Party shall have access to the construction site for inspection at all times, and if the material being used is not upto specification. get it modified.
- 27. That the first Party undertakes to constitute the Second Party or his nominee as his Attorney for effecting the sale of the areas/portions falling on the share of The Second Party.
- 23. That the first party and the second party undertake not to do any act, which may in any manner contravene the terms and conditions of this Agreement.
- 24. That no changes, modifications or alterations to this agreement shall be done without the written consent of the first and Second Party, and this Agreement shall remain binding on the First and Second Party.
- 75. That this Ageement is not, and shall not be deemed to constitute, a partnership between the First Party and the Second Party, but shall be deemed to bind the parties to the extent specifically recorded herein.

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That: in case there is any accident in the aforesaid construction project the Second Party shall be fully responsible for all the consequences of the same under Workman Compensation Act or any other Act in force.

that the stairs, common passages for approach, in said property shall remain common to be used the occupants of the building. The owners/occupants of all floors shall not block the common staircase by pets, or by storing household articles, pots, etc.

That the owners/occupants of all the floors shall have to visit the top terrace of the property purpose of general checking and maintenance of overhead water tank.

29. That the annual maintenance and running expenses of the Lift shall be shared by the owners/occupants of the floor, Second Floor and Third Floor, Any expenses on maintenance of the building i.e. painting, polishing or any other repairs of common areas and front and back shall be shared by all the owners/occupants of the building in future.

IN WITNESS WHEREOF the First Rarty and the Second Party have set their respective hands on this Collaboration Agreement on the day, month and year first above written, after fully reading and understanding its contents, in the presence of the following with the presence of the presence of the following with the presence of the fo

WITNESSES: 20 JAN 2005 NOTARY PUBLIC 4/7, Asuf All Road,

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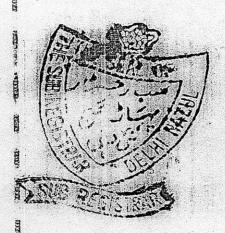
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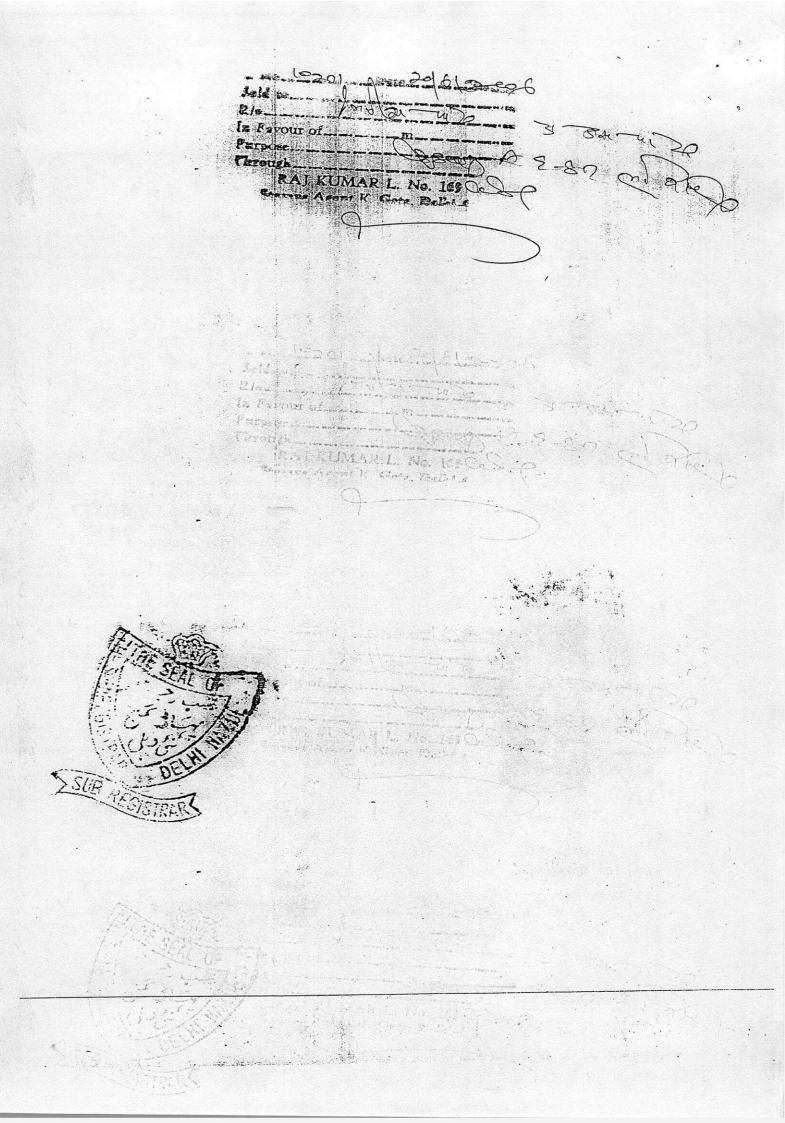
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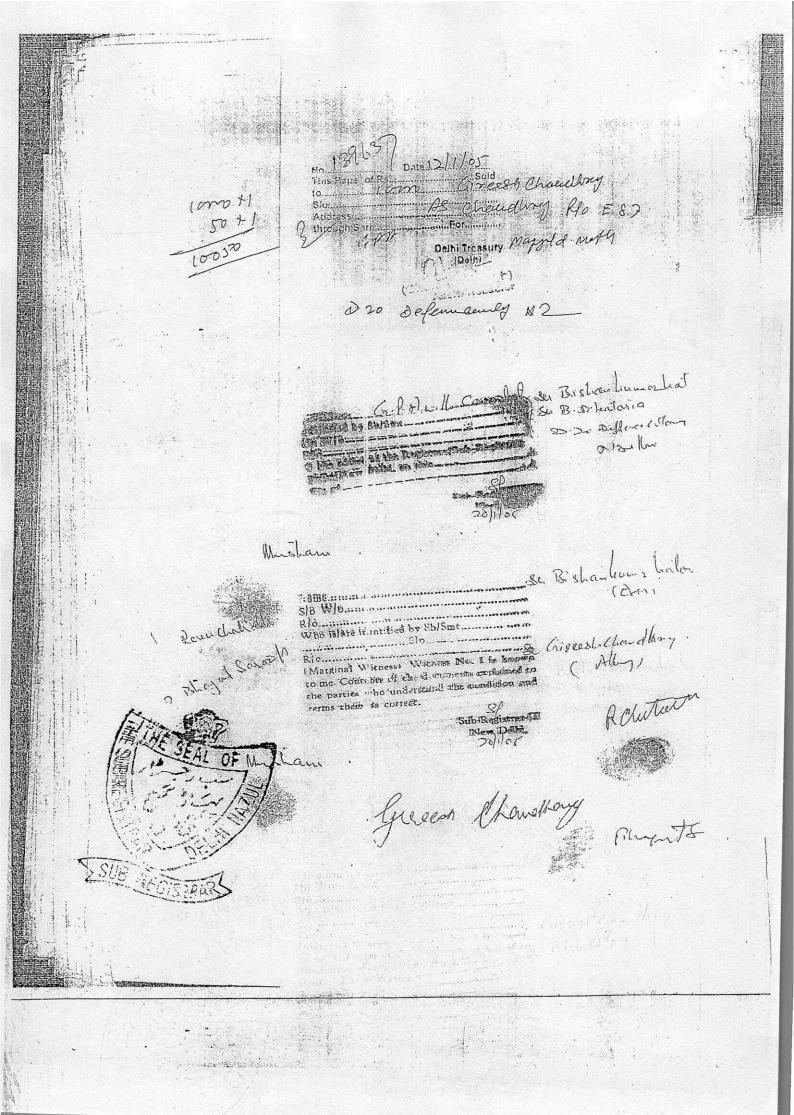
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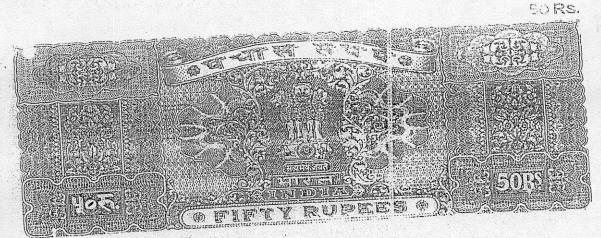
GENERAL POWER OF ATTORNEY WITH CONSIDERATION OF SUM OF Rs.2,01,000/-

Stamp Duty Paid: Rs. 10,050/-

ALL MEN BY THESE PRESENTS that I, Bhisham Kumar KNOW Kataria, son of Late Shri B.D. Kataria, resident of D-20, Defence Colony, New Delhi, do heroby appoint; nominate, constitute and authorise Shri Girees Choudhary, son of A.S. Choudhary, resident of E-87, Massid Moth Great Kailash-III, New Delhi, as my true, legal and lawiu

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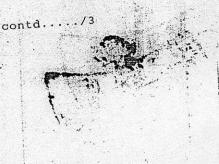


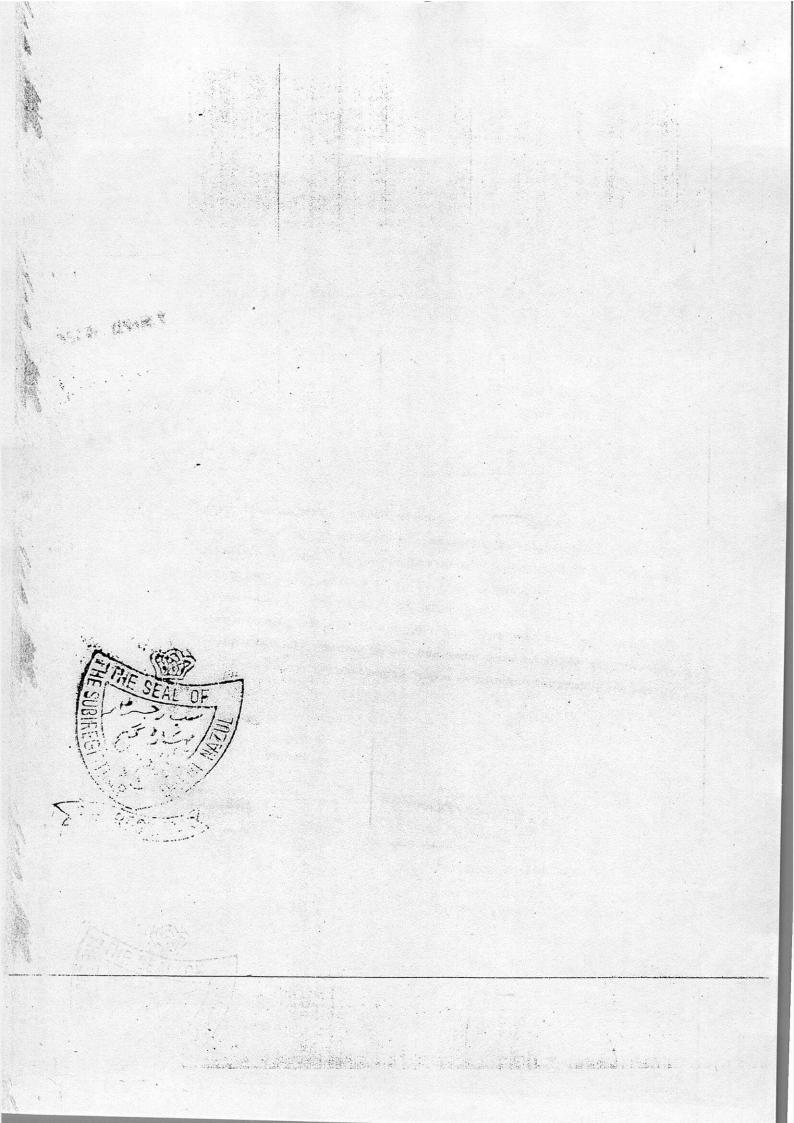


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Attorney in respect of the entire First Floor with one Servant Quarter having common toilst/bath on the top terrace, of the Property bearing No. D-20, Defence Colony, pelhi, measuring 333.33 sc.yards, (hereinafter_ collectively called "the said Portion") and I do hereby empower my said General Attorney to do the following acts, deeds and things in my name and on my behalf, in respect of the said Portion, under his own signatures :

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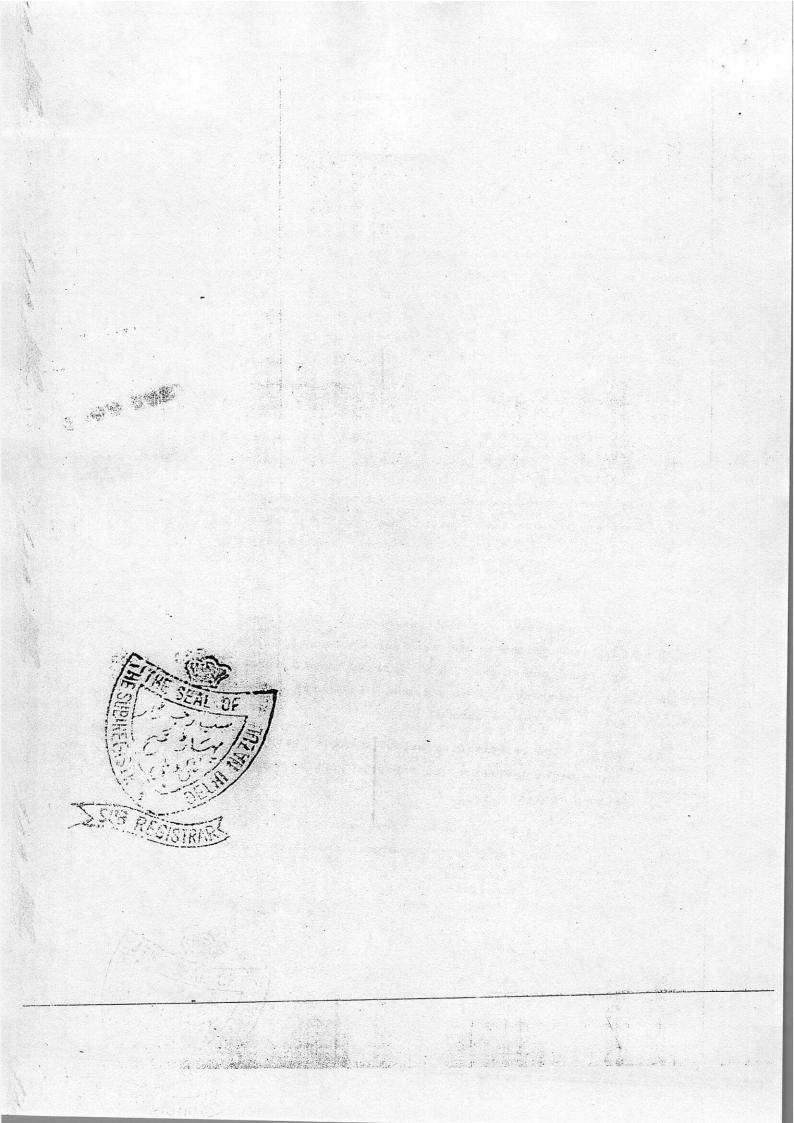




- 1. To manage, control and supervise the aid Portion in all respects.
- 2. To represent me before the office:s of Municipal Corporation of Delhi, Electric Company, D.J.B., or any other concerned authority in connection with the said Portion.
- 3. To make any additions/alterations in the said Portion, to renovate or modify the same, to get the plans, sanctioned from the M.C.D. or any other concerned authority, to procure the building materials on permit/quota basis or otherwise, to engage contractors, labour, architect, etc.
- 4. To get Electric (Light & Power) (onnections/meters installed/changed in the said Portion, and for the purpose to sign and submit any applications, forms, affidavits, undertakings, no objections, indemnity bonds, etc., to deposit the dues & demands etc.
- 5. To get water/sewer connections/meters and other services installed/changed in the said Portion, and for the purpose to sign and submit any applications, forms, affidavits, undertakings, no objections, indemnity bonds, etc., to deposit the dues & demands etc.
- 6. To deposit the electricity/water charges with the concerned departments in respect of the said Portion, and to get the receipts thereof.
- 7. To get the said Portion assessed for house tax, to pay the house tax, to get the receipts thereof, and to get the refund thereof, if paid in excess.

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- 8. To let out the said Portion to any intending tenant(s), to receive the rent, advance and socurity, to issue receipts, to deal with the tenants in any lawful manner, and to get evicted the tenant(s) from the said Portion.
- 9. To execute, sign and present al kinds of suits, plaints, complaints, appeals, affidaviss, etc. in proper court of law and offices.
- 10. To compromise, compound or withdraw the cases, to appoint arbitrator, to proceed in arbitration proceedings, to deposit and withdraw money, to execute decree, to receive and recover the decreetal amount and to issue the receipts for the same and to take any step.
- 11. To proceed and conduct all the proceedings filed in my name and on my behalf in connection with the said Portion.
- 12. To appoint any arbitrator, advocate, pleader, vakil, attorney, etc.
- 13. To sell/transfer the said Portion, in whole or in parts, to any intending purchaser(s), to enter into any agreement with the purchaser(s), to receive the consideration amount in full or in parts, in his own name or otherwise, to issue receipts, and to sign all relevant documents in respect of the said Portion.
- 14. To apply and obtain any type of rermission/clearance, from any concerned, competent, appropriate authority/department regarding the said Portion.

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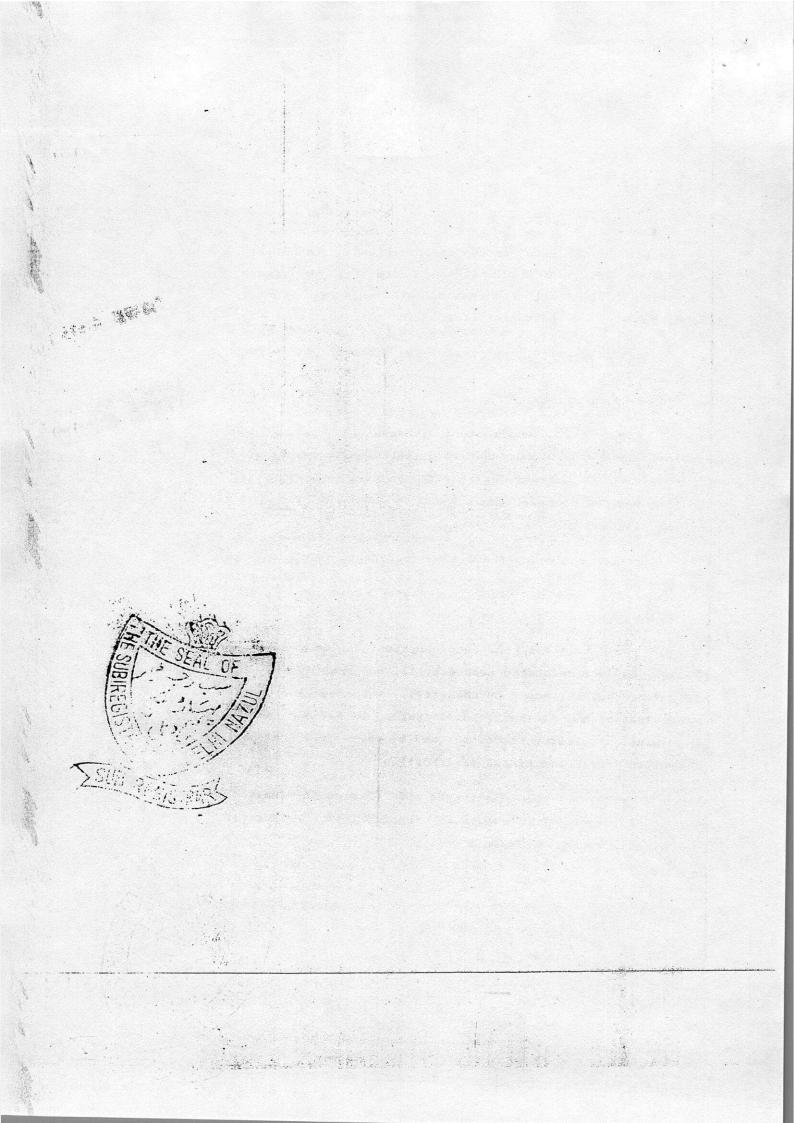
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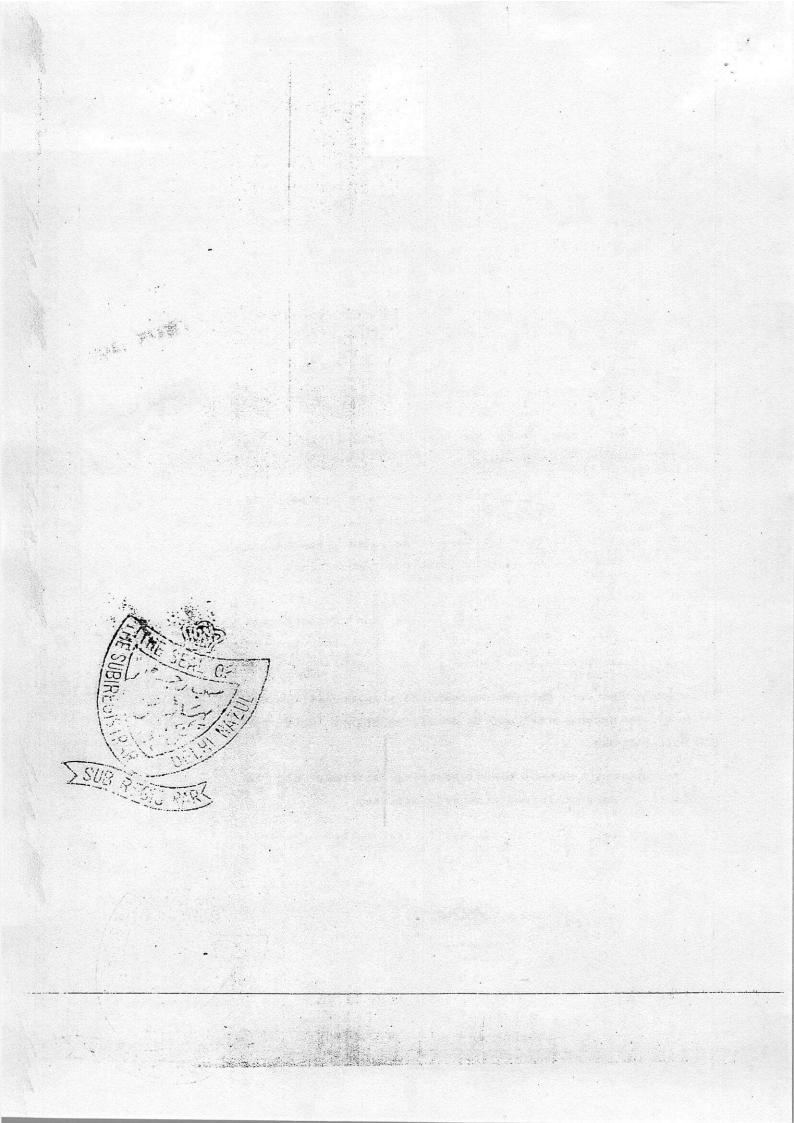


- 15. To apply and obtain the Income Tax Clearance Certificate in requisite form under the provisions of Income Tax Act, if applicable and required, for the purpose for the sale of the said Portion.
- 16. To apply for and get any other permission/clearance from the concerned authority for the sale of the said Portion.
- 17. To sign and execute the Supplementa Deed and/or the Rectification Deed of any deed(s), executed in respect of the said Portion and to get the same recistered with the competent registering authority.
- 18. To sign & execute the proper Sale Deed in respect of the said Portion, in favour of the purchaser(s), to submit the same for registration with the Sub-Recistrar, New Delhi/concerned, to admit the execution thereof, and to get the same registered.
- 19. To sign and submit the Affidavits and Declarations under Urban Land (C&R) Act, 1976, at the time of the registration of Sale Deed.
- 20. To get the said Portion mutated and transferred in the name of the purchaser(s) and to do all necessary acts for the said purpose.
- 21. To appoint further General/Special Attorney and to revoke the powers conferred upon such attorney.
- 22. This General Power of Attorney is Irrevocable.

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And generally to do all acts, deeds and things which my said attorney may deems fit and proper, for the management, and supervision of the said Portion, at his own control cost.

And I. the executant, do hereby agree to confirm ratify all the acts, deeds and things done or got done by my said attorney shall be construed as acts, deeds and things done by me personally, as if I was present.

IN WITNESS WHEREOF I have signed this General Power of Attorney at 20th on this Jan. day of 2001. 2005, in the presence of the following witnesses.

WITNESSES:

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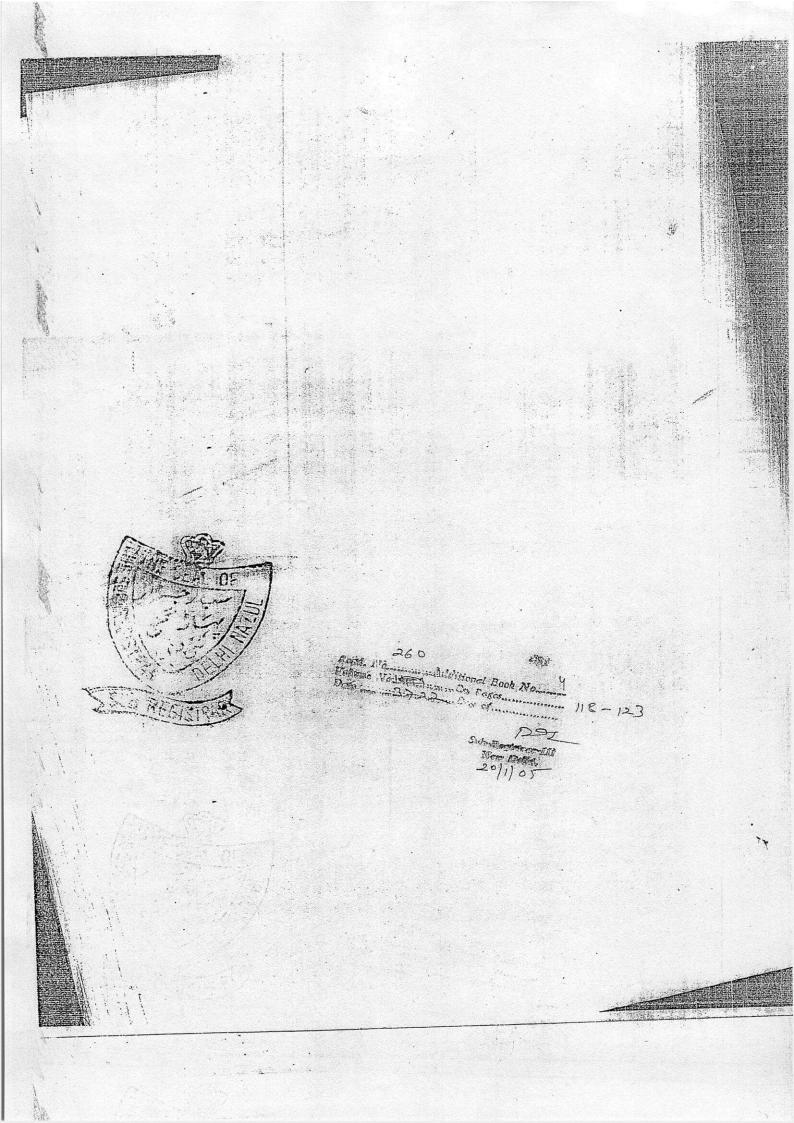
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यह इस्तांतरण विलेख, एक पक्षकार के रूप में भारत के राष्ट्र	पति, जिन्हें इसमें आगे "विक्रेता" कहा गया है
्रसके अन्तर्गत, जर तक कि संदर्भ से अपवर्जित या उसके विरूद्ध नह	ीं है. उनके पदोन्तरवर्ती और समनदेशिती थी
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अधिकारों और दायित्वों के साथ वर्तमान पट्टैदार के रूप में अभिलिखित वि	क्रया गया है।
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नहीं की है या मूल पट्टेवार या उसके माध्यम से दावा करने वाले किसी	अन्य व्यक्ति का हित उत्तराधिकारी होने का
किसी थी रीति में दावा नहीं किया है।	
किसी भी सीव से दीवा नहीं किसी है।	

Form-I CONVEYANCE DEED

This Conveyance Deed made on this the day of Two thousand
between the President of India, hereinafter called "the Vendor" (which
expression shall, unless excluded by or repugnant to the context, be deemed to include this successors in
office and assigns) of the one part and Shri/Srht. Phiasham kungar Katars a
son/daughter/wife/widow of Shri Hell B.D. Katry'a R/O
by or repugnant to the context, be deemed to include, his/her/their heirs, administrators, representative and
permitted assigns) of the other part.
2. Whereas by an Indenture of Perpetual Lease dated the
5/0 La Heta Ram Kat aut of Lessee of the other part and register of 23.6 G/ in the Office of the Sub-Registrar Delhi at Serial No 4625 in Book No. 7. Volume No. 67/ at pages (77.
admeasuring 333:3331 roley meters or thereabout situated a treferice calonyand
more particularly described in the schedule to the said Lease deed was demised and assured unto
D. Hatau Ahereinafter called "the original lessee") by way of the lease for a period of *5 years
subject to the terms & conditions mentioned in the said Lease Deed
3 AND WHEREAS by mutation / substitution letter No
/ names of Purchaser(s) was/ were lastly mutated and he / she / they has . have been recorded as the
Present Lessee(s) under the said Lease Deed with all rights and liabilities of the Lease under the said Lease Deed.
the Lease above that by the Lessor or has in any other manner claimed to be the successor in interests of the original Lessee or of any other person claiming through the Original Lessee.



. और बिक्रेता ने, तारीख 15-4-92 को दिल्ली के प्रमुख समाचार पत्रों में प्रकाशित लोक सूचना द्वारा जिसे इसमें इसके पश्चात लोक सूचना कहा गया है, उसमें अंतर्विष्ट कितपय निबंधनों और शर्तों पर दिल्ली/नई दिल्ली में पट्टा सम्पत्तियों की बाबत अन्य बांतों के साथ-साथ पूर्ण स्वामित्व अधिकार प्रदान करने के अपने विनिश्चय की घोषणा की है।

होता ने तारीख़ ————— के मुखतारनामा के अधीन नियुक्त अपने अटारनी के माध्यम से ऊपर निर्दिष्ट पर्दास्त्र 15-4-92 को लोक सृजना के प्रत्युत्तर में, उक्त पट्टांतरित परिसर में विक्रेता के अधिकारों और हितों का क्रय उसने उक्त पट्टांतरित परिसर की बाबत पूर्ण स्वामित्व अधिकार प्रदान किये जाने के लिए आवेदन किया है तथा विक्रेता इसने परचात आने वाले निबंधनों और रातों के अधीन रहते हुए उक्त पट्टांतरित परिसर में अपने सभी अविशिष्ट और उत्तरभोगी अधिकारों और हितों का विक्रय करने के लिए सहमत हो गया है।

इसमें इसके पूर्व विलेख के अनुसरण में यह करार इस बात का साक्षी है कि इसके निष्पादन के पूर्व संदत्त ___ रुपये (कोवल -----रुपये) की राशि के प्रतिफलस्वरूप (जिसकी प्राप्ति विक्रेता इसके द्वारा स्वीकार और अस्वीकार करता है) तथा इसमें इसके पश्चात उल्लिखित सीमाओं, प्रसंविदाओं और रातों के अधीन रहते हुए, विक्रेता उक्त पट्टांतरित सम्पत्ति में, सभी अवशिष्ट और उत्तरभोगी अधिकार/हक और उक्त पट्टा विलेख के अधीन पट्टाकर्ता के हित, जिन्हें उक्त पट्टा विलेख तथा इसमें की अनुसूची में ार अधिक रूप से वर्णित किया गया है क्रेता द्वारा अनन्य रूप से सदैव रखने और धारित करने के लिए क्रेता का प्रदत्त. हस्तांतरित, विकय, अंतरित, समनुदेशित, निर्मुक्त और अभिहस्तांतरित करता है : परन्तु यह हमेशा इस अपवाद के क्रायाधीन होगा कि विवंता उक्त सम्पत्ति में या उसके नीचे की सभी खानों, खनिजों, कोयले, गोल्ड वाशिंग, खनिज तेलों ाया किसी भी प्रकार के खादानों को अपने पास आरक्षित रखता है और भूमि की सतह को या तत्समय इस पर खड़े किसी भवान को कोई उध्वधिर सम्बल िये बिना या छोड़े बिना, उनकी तलारा करने, खनन क्रिया करने, उनको अभिप्राप्त करने, उन्हें ले जाने और उनका उपयोग करने के लिए विक्रेता को. उसके अभिकर्ताओं और कर्मकारों को वे सभी कार्य या बात करने का पूर्ण अधिकार और शक्ति प्राप्त होगी जो इसके लिए आवश्यक्र या समीचीन हो, परन्तु सदैव यह कि विक्रेता संदेय सम्पत्ति कर या अन्य अधिरोपण के, जा उक्त सम्पत्ति की बाबत वैध रूप से संदेय हो जाए, और उस पर प्रधाव डालने वाले सभी लोक अधिकारों या सुखाचारों के अधीन रहते हुए, इसमें आरक्षित सभी या किन्हीं अधिकारों के प्रयोग के कारण उसको प्रत्यक्षतः हुए सभी नुकसान के लिए या उसके द्वारा उसको हुए किसी नुकसान के लिए क्रंता का यक्तिय्क्तं प्रतिकर देगा। TRUE

यह भी घोषणा की जाती है कि इस विलेख के स्वरूप और इसमें पूर्वोक्त रातों और प्रसंविदाओं के अधीन रहते हुए, क्रेता इसमें इसके पूर्व वर्णित तारीख से उक्त सम्पत्ति का/के स्वामी हो जाएगा/जाएंगे और विक्रेता, उक्त पट्टा विलेख अतर्विष्ट प्रसंविदाओं और रातों द्वारा आरक्षित किराए को बाबत सभी भावी दायित्वों से अवमुक्त करता है जिनका उक्त पट्टांतरित सम्पत्ति के पट्टेदार के रूप में क्रेताओं द्वारा पालन किया जाना अपेक्षित है।



- AND WHEREAS the vendor herein by a public Notice published in prominent newspapers of Delhi dated 15-4-92 hereinafter referred to as Public Notice, has announced his decision interalia, to grant free hold rights in respect of the lease properties in Delhi/ New Delhi on certain terms & condition therein.
- NOW IN THE PREMISES HEREIN BEFORE THIS INDENTURE witnesses consideration (Rupees, Eighty Live thousand e was paid before the execution-hereof (the receipt whereof the Vendor hereby admits and acknowledges) and subject to the limitations, convenants and condition mentioned hereinafter the Vendor doth hereby grants conveys, sells, transfers, assigns, releases and assures unto the Purchaser(s) all the residually reversionary rights, title and interests of the lessor under the said lese Deed in the demised property more fully described in the said Lease Deed as well as in the schedule nerconder together with all remainder. rents issues and profits thereof hereinafter referred to as the said property TO HAVE AND TO HOLD the same unto the Purchaser absolutely and for ever, subject always to the exception that the Vendor reserves unto himself all mines, minerals, coals, gold washings, earth oils and quarries of whatever nature lying in or under the said property together with full right and power at all times for the Vendor, its agents and workmen, to do all acts and things which 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 land or for any building for the time being standing thereon provided always that the Vendor shall make reasonable compensation to the Purchaser(s) for all damages directly occasioned by the exercise of the rights hereby reserved or any of them for damage done unto him thereby subject to the payment of property tax or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.
- It is further declared that as a result of these presents and subject to the conditions and convenants stated herein above, the Purchaser(s) from the date mentioned hereabove will become owner of the said property and the Vendor doth hereby releases the Purchasers from all future liability to result of the rent reserved but the convenants and conditions contained in the said lease Deed required to be observed by the Purchaser(s) as a Lessee of the said demised property.



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- 9. परन्तु सदैव यह कि क्रेता(ओ) द्वारा यह करार किया जाता है कि यदि बाद में यह पता चलता है कि उक्त पट्टा विलेख के अधीन पट्टेबार के रूप में क्रेता उक्त पट्टा विलेख के अधीन पट्टाकर्ता को किसी रकम का संदाय करने के लिए वायी था/थे किन्तु जिसका संदाय इस विलेख के निष्पादन के पूर्व या निष्पादन के समय नहीं किया जा सका था तो विक्रेता का ऐसी रकम के लिए उक्त सम्मत्ति पर प्रथम प्रभार होगा।
- इस विलेख पर स्टाम्प इयुटी और रिजस्ट्रीकरण प्रभार यदि कोई हो, क्रेता(ओ) द्वारा वहन किए जाएंगे।

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- PROVIDED ALWAYS and it is hereby agreed by the purchaser(s) that if it conses to light at any later date that Purchaser(s) as Lessee(s) under the said Lease Deed was/were liable to pay any amount to the lessor under the said Lease Deed but payment of which could not be made before or at the time of execution of these presents then for such amount the Vendor will have the first charge over the said property.
 - The Stamp Duty and registration charges, if any, upon this instrument shall be borne by

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Development Office

NEERAJ GUPTA D-20, Defence Colony, Ist Floor, New Delhi - 110 024, India.

Ref : DO/GEN/05/1035 Dated: 08/10/09

Deputy Commissioner Municipal Corporation of Delhi Central Zone, Lajpat Nagar New Delhi

Sub: Regarding Conversion of Residential property for Commercial use

Dear Sir,

Reference your letter No D/444/MUC/EE(Bldg)/Central Zone/2009 dated 23 Sep 2009.

We are submitting the under mentioned payments in the form of DDs against the for the Conversion of the Residential use property to Commercial Use Property as conversion charges of our premises D-20, 1st Floor Defence Colony, New Delhi - 110024.

(a) Parking Charges : DD No 015115 dt 06 Oct 09 for Rs 390828.00 (b) Conversion Charges: DD No 015116 dt 06 Oct 09 for Rs 128258.00

(c) Registration Charges: DD No 438423 dt 06 Oct 09 for Rs 1000.00

So you are kindly requested to please allow us to use the above said property for Commercial use.

Thanking you.

Your faithfully,

Neeraj Gupta

Enclosed:-

Three DDs Two Affidavits Two Registration forms duly filled ULIGREOFAUGN OF BELTI # 79 EstalDate 35 0.0 0 200951 FTE TURBLE