

Smt. Munni Devi Aggarwal 12/1/96
Smt. Bimla Devi Aggarwal
Smt. Nagini Devi



00CC 001447

Balu Aggarwal

Bihari Lal Aggarwal

Smt. Bimla Devi

Smt. Nagini Devi



Vikas Chaurasi

Strand Surety for Rs. 1,500/-
in Case FIR No. 1674/PS...
UJS...
M.M./New Delhi

SALE

DEED

FOR RUPEES 3,00,000/-

Stamp Duty....Rs. 9,000/-
Corpn. Tax....Rs. 15,000/-
Total.....Rs. 24,000/-

THIS SALE DEED is executed at Delhi on this 11/1 day of January, 1996 by :-

- (1) Smt. Munni Devi Aggarwal wife of late Shri Shubh Aggarwal resident of P-9, Dobson Lane, Howrah (W.B.), Calcutta and at present staying at Delhi;
- (2) Smt. Bimla Devi Aggarwal wife of Shri Gauri Shankar Aggarwal resident of P-9, Dobson Lane, Howrah (W.B.) Calcutta and at present staying at Delhi;

contd...p/2.

Vithanani

Smt. Nagini Devi

Handwritten notes in Hindi on the left margin, including 'विभागीय कार्यालय' and 'समाप्ति'.

Bishwarath Aggarwal

Handwritten signature/initials at the bottom left.

28458 10/1/66

Om Pakesh Koenika,
Saxmi, Nareilly,
188 Tilak, Bazar,

Om Pakesh
Saxmi

Om Pakesh
1884

Shavo

844100 3300

Om Pakesh Koenika

Om Pakesh

Smt. Munim Devi
Shubh Jagal, P-9, Dabhi Lal Hansal
Present, Delhi

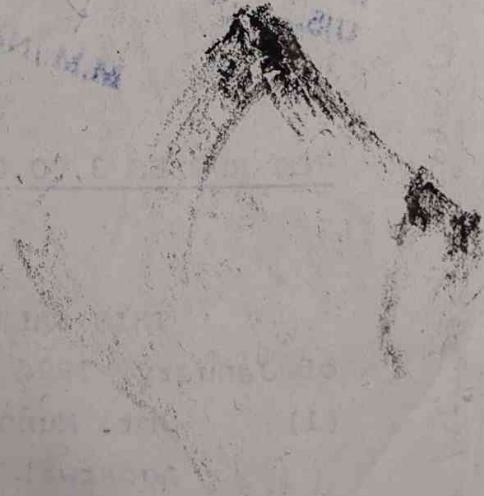
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12-1

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शुनी देवी





-2-

- (3) Smt. Santra Devi Aggarwal wife of Shri Mangi Lal Aggarwal resident of P-9, Dobson Lane, Howrah (W.B.) Calcutta and at present staying at Delhi;
- (4) Shri Bishwanath Aggarwal son of Shri Sanwar Mal Aggarwal resident of P-9, Dobson Lane, Howrah (W.B.) Calcutta and at present staying at Delhi;
- (5) i) Shri Laxmi Narain son of late Shri Puran Mal resident of 188, Tilak Bazar, Delhi-110006;
- ii) Shri Balu Ram son of late Shri Puran Mal resident of P-9, Dobson Lane, Howrah (W.B.) Calcutta and at present staying at Delhi;
- iii) Shri Behari Lal son of late Shri Puran Mal resident of Dobson Lane, Howrah (W.B.) Calcutta and at present staying at Delhi;
- iv) Shri Ram Prasad son of late Shri Puran Mal resident of A-200, Derawal Nagar, Delhi;
- v) Smt. Nagini Devi d/o late Shri Puran Mal resident of Suriya Ganj, Muzaffarpur, Bihar, and at present staying at Delhi;
- vi) Smt. Sharda Devi d/o late Puran Mal resident of Station Road, Sikar (Raj.) through her General Attorney ~~of~~ Shri Vikas Khairari s/o Sh. M.C. Khairari r/o 1358, Sector C, Pocket 1, Vasant Kunj, New Delhi vide GPA dated 26.12.95 duly regd. in the office of Sub-Registrar, Sikar (Raj.);

contd...p/3.

27/1

Vikhairari

for Nagini Devi

४७५

On Paulsen Avenue
Vendee

11-1-96

Smt Nagini De.



-3-

- vii) Smt. Rukmani Devi d/olate Shri Puran Mal resident of Rangirkhari, P.S. & P.O. Silchar (Assam) through her General Attorney Shri Vikas Khairari son of Shri Mulchand Khairari r/o 1358, Sector C, Pocket 1, Vasant Kunj, New Delhi vide GPA dated 26.12.1995 duly regd. in the office of Sub-Registrar, Silchar (Assam);
- viii) Smt. Pana Devi d/o late Shri Puran Mal resident of Singroā, Distt. Jhunjhunu (Raj.) through her General Attorney Shri Vikas Khairari s/o Shri M.C. Khairari r/o 1358, Pocket 1, Sec.C, Vasant Kunj, New Delhi Vide GPA dated 5.1.1996 duly regd. in the office of the Sub-Registrar, Sikar (Raj.) ; &
- ix) Shri Bajrang Lal son of late Shri Puran Mal resident of P-9, Dobson Lane, Howrah (W.B.) Calcutta through his General Attorney Shri Vikas Khairari s/o Shri M.C. Khairari r/o 1358, Sec.C-1, Vasant Kunj, New Delhi vide GPA dated 5.1.96 duly attested by Notary Public, Delhi,

contd...p/4.

Smt. Nagin Bai

Shri Vikas Khairari

V. Khairari

विष्णु गोपाळ



-4-

all (i) to (ix) are the legal heirs of late Smt. Anar Devi, HEREINAFTER CALLED THE 'V E N D O R S' (Which expressions unless repugnant to the context shall mean and include their heirs, successors, assignees, administrators, executors etc.);

IN FAVOUR OF

Shri Om Prakash Goenka son of Shri Laxmi Narain resident of 188, Gali Saras Wali, Tilak Bazar, Delhi-110006, hereinafter called the 'V E N D E E' (Which expression unless repugnant to the context shall mean which include his heirs, & successors, assignees, administrator, executors etc.).

WHEREAS the aforesaid Smt. Munni Devi, w/o late Shri Shubh Karan Aggarwal, Smt. Bimla Devi Aggarwal wife of Shri Gauri Shankar, Smt. Santra Devi Aggarwal wife of Shri Mangi Lal Aggarwal and late Smt. Kesari Devi and late Smt. Anar Devi were the absolute owners of Property bearing Municipal No.188 Ward No.3, Tilak Bazar, Delhi-6 (measuring 81sq.yds.) having 1/5th share each vide Sale Deed dated 1.8.1974 executed by S/Shri Laxmi Narain son of late Shri Puran Mal, Hem Chand son of late Shri Shubh Karan in favour of aforesaid & Vendors and duly regd. with the Sub-Registrar, Delhi and registered as document No.3121, in addl.book No.1, Volume No.3129 on pages 127 to 134.

विधायक

27/

contd...p/5.

V. K. Kaur

for Nagini Devi

श्रीमती नगिनी देवी



-5-

AND WHEREAS the aforesaid Smt. Kesari Devi has died intestate on 20th November, 1994, at Calcutta, leaving behind her husband Shri Sanwar Mal, one Son Shri Bishwa Nath. The said Shri Sanwar Mal and said Shri Bishwa Nath entered into Agreement for partition dated 24.3.1995 and the aforesaid 1/5th share of Smt. Kesari Devi in Property No.188, Tilak Bazar, Delhi-110006, fallen to the share of her son Shri Bishwa Nath, who has become the owner of Undivided 1/5th share of said property.

AND WHEREAS Smt. Anar Devi also died intestate in May, 1989, leaving behind five sons namely (1) Shri Bajrang Lal (2) Shri Laxmi Narain (3) Balu Ram (4) Behari Lal and (5) Ram Prasad and four daughters namely (1) Smt. Nagina Devi (2) Smt. Rukmani Devi (3) Smt. Panna Devi and (4) Smt. Sharda Devi, who have become the owners of Undivided 1/5th share of the above mentioned property after the death of said Smt. Anar Devi.

That the aforesaid entire property bearing No.188, Ward No.3, Tilak Bazar, Delhi-110006 has been in possession of the following tenants and no portion of the said property is in possession of the Vendors. The details of tenants is given as under :-

contd...p/6.

K. Chauri

LTI

Smt. Nagini Devi

श्रीमती नगिनी देवी

contd...p/7. श्रीमती नगिनी देवी

S.No.	NAME OF TENANT	Rate of Rent(Rs.)	Detail of Tenanted premises.
1.	M/s. Moti Ram Prithvi Chand	45/-	One Shop
2.	M/s. Ramesh Chand & Co.	60/-	One Shop
3.	M/s. Durga Traders	60/-	Complete ground floor & Outer portion of First Floor, and one Barsati at Top Floor.
3.A)	M/s. Durga Traders	40/-	Three rooms and one kitchen on First Floor and one room at Second Floor.
4.	Shri Om Prakash s/o Sh.Laxmi Narain	100/-	Portion of Second Floor.
5.	Ashok Kumar Ajay Kumar, joint tenant.	200/-	complete third floor.

AND WHEREAS aforesaid Vendors are not fetching ~~xx~~ sufficient rental income as the property is more than 100 years. All the Vendors are out of possession of the suit property. ~~xxx~~ The whole House No.188, Tilak Bazar, Delhi is in possession of the aforesaid tenants and fetching the aforesaid rent. In these circumstances the Vendee, who is a tenant has approached all the Vendors to purchase the aforesaid property for a total consideration amount of Rs.3,00,000/- (Rupees three lac only) and all the Vendors have agreed to sell the aforesaid property for the said consideration on the following terms and conditions.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS :-

1. That for the consideration of Rs.3,00,000/- (Rupees three lac only), the Vendor hereby transfer Property No.188, Gali Saras Wali, Tilak Bazar, Delhi-110006 morefully described in RED COLOUR in the site plan attached herewith to the Vendee and out of the said sale consideration of Rs.3,00,000/- (Rupees three lac only) a sum of Rs.2,40,000/- (Rupees two lac and forty thousand only) have been received by the Vendors from the Vendee before the Sub-Registrar, Delhi, at the time of registration of this Sale Deed by the following Bank Drafts :-

- Rs.60,000/- (Rs.sixty thousand only) by Bank Draft No.268425 dated 9.1.1996 drawn on Canara Bank favouring Smt. Munni Devi Aggarwal;
- Rs.60,000/- (Rs.sixty thousand only) by Bank Draft No.268426, dated 9.1.1996 drawn on Canara Bank, favouring Smt. Bimla Devi Aggarwal;

contd...p/7.

Smt Nagini Daur

- 12/10/2012 10:31:10 AM
10/10/2012
10/10/2012
- c) Rs.60,000/-(Rs.sixty thousand only) by Bank Draft No.268424, dated 9.1.1996 drawn on Canara Bank, favouring Smt. Santra Devi Aggarwal;
- d) Rs.60,000/-(Rs.sixty thousand only) by Bank Draft No.268427, dated 9.1.1996 drawn on Canara Bank, favouring Shri Bishwa Nath Aggarwal;&
- e) Rs.60,000/-(Rupees sixty thousand only) by cash have already been received by the legal heirs of late Smt. Anar Devi, in equal share, prior to the execution of this Sale Deed.

That Vendors hereby sell, transfer, convey and assign by way of absolute sale of their property bearing Municipal No.188, Tilak Bazar, Delhi-6 alongwith ~~xxxx~~ the land underneath to the Vendee with all rights, title, interests and privilege and the said Bendee shall become absolute owner of the aforesaid property and shall have right to own the same in any manner whatsoever.

That the land on which the house is located, is freehold measuring 81sq.yds., and morefully described in Red Colour in the site plan attached herewith.

That in case the title of the Vendors is/are provied to be defective, the Vendee shall be entitled to get refund of the sale consideration together with all damages, costs and expenses etc.

That the Vendors shall inform the tenants for attornment in favour of the Vendee and to pay rent to the Vendee and even otherwise Vendee can claim rent from tenants on the basis of this sale deed from the date of its registration. The Vendee shall also be entitled to recover the rent from the tenants, aforesaid.

That all the rights of the ownership enjoyed by the Vendors now shall also stand transferred in favour of the Vendee. The vendors shall deliver constructed possession of the aforesaid property to the Vendee and the same shall be deemed to have been delivered to the Vendee with the completion of the registration of the Sale Deed.

contd...p/8.

Smt Nagini
Devi

N. Nagini

Shri Bishwa Nath Aggarwal

That the property in question is about 100 years old and is in a dilapidated condition. The said property is also situated in the slum area. The property in question is not yielding adequate income to maintain the same. Due to the said reasons, the Vendors have, decided to sell the said property to the Vendee.

That the Vendors are fully competent to sell the aforesaid property, which is free from all encumbrances, lien, charges etc.

That all the expenses for getting the sale deed registered such as stamp duty etc. have been borne by the Vendee. The Vendee shall be liable to pay ~~the~~ all the property tax, water tax, electricity charges and other charges, if any in future.

That all original documents shall be delivered to the Vendee at the time of registration of the sale deed.

IN WITNESS WHEREOF, Vendors and Vendee have signed

contd...p/9.

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Smt Nagini Devi

Signature

Bishwanath Hegde
Smt Smt

पानमिडी मंगलम
१०३४९१४

सहकारि

V. Thairani

this Sale Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses.

WITNESSES:

V E N D O R S / Executant.

1. S.P. Chandelwal
(Advocate)
High Court
New Delhi.

SMT. MUNNI DEVI

Munni Devi

SMT. BIMLA DEVI

Bimla Devi Aggarwal

SMT. SANTRA DEVI

Santra Devi

BISHWANATH AGGARWAL Bishwanath Aggarwal

LAXMI NARAIN

Laxmi Narain

BALU RAM

Balu Ram

BEHARI LAL

Behari Lal

RAM PRASAD

SMT. NAGINI DEVI :

Smt Nagini Devi
LT1

VIKAS KHAIRARI: V. Khairari
on behalf of Smt. Rukmani Devi, Smt. Pana Devi, Smt. Sharda Devi & Shri Bajrang Lal as mentioned above.

V E N D E E

Om Prakash Goenka

(OM PRAKASH GOENKA)
E.C.I. No.DL/05/060/102401,
issued on 6.5.1995.

Drafted by
Kanhaiya Agrawal
Advocate
DELHI

11
mutated by

MUNICIPAL CORPORATION OF DELHI
AAC DEPTT./CITY ZONE

53, J. L. Nehru Marg.
New Delhi.

No. Tax/CZ-MC/MR - 04

Dt. 04-1-99

Sh. Om Parkash Goenka

Sh. Lakshmi Narain

188 Gali Saraswali, Tilak Bazar
Delhi

Sub: Mutation/sub-division of P.No. 188 Gali Saraswali W-III
Tilak Bazar, Delhi

Dear Sir,

Kindly refer to your application dt. 4-1-99 for the mutation/sub-division of the aforesaid property/portion in your name. The property is being mutated/sub-divided in your name on the basis of the documents supplied by you.

2. This is to make it clear that this mutation/sub-division is only for the purpose of payment of property taxes and does not devolve a legal title.
3. If any tax liability arises on this property after this mutation for the period prior to the date of this mutation due to coration of any additional demand, disposal of pending 126 proposals or due to any calculation mistake, the tax liability shall be payable by you as agreed to by you in the Indemnity Bond enclosed with your mutation application.
4. This mutation/sub-division shall not be treated as valid if it has been constructed on a land belonging to the Govt./DDA/MCO of which you are not the lessee/licencee, according to law.
5. This mutation/sub-division is only for the purpose of assessment and payment of property tax and it shall not be valid for any other purposes under the MCD Act or its Bye-laws.

Yours faithfully,

[Signature]
24.1.99
ASSTT. ASSESSOR & COLLECTOR
CITY ZONE

SURRENDER AGREEMENT

This agreement of surrender is made and executed at delhi on this 3.9.2002 by :-

1. Shri Yash Pal S/O Shri Moti Ram proprietor of M/S Moti Ram Prithvi Chand
R/O 188 Tilak Bazar Delhi-110006 here in after called the first party,

AND/ IN FAVOUR OF

1. Shri OM Prakash Goenka S/O Shri Laxmi Narain
R/O 188 Tilak Bazar Delhi-110006 here in after called the second party,

Expressions first party and the second party shall mean and include the parties themselves
Their respective legal heirs executors, administrators, representatives, nominees, assignees.

Were as the firm MOTIRAM PRITHVI CHAND was the tenant, occupier & in physical possession
of ground floor of the free hold built up property No.188 TILAK BAZAR Delhi-110006.

And were as now the request of the second party, the first party has desired, wished, decided
to vacate said tenanted ground floor portion of said property and to handover its actual, vacant
physical possession of the spot to the second party on the following terms & conditions:-

1. That the first party has vacated said entire ground floor or said property no.188 Tilak bazaar Delhi-6
and have handed over its actual, vacant, physical possession of the same to the second party on the spot
2. That the first party has surrendered, handed over, released, delivered, transferred, assigned, conveyed
all their rights, titles, interests, authorities, shares, power of ownership in property in favour of the
second party.
3. That in future the first party or any of their legal heirs shall have no tenancy, occupancy, possessory
rights in said property falling where the same shall be treated as null, void, baseless, ineffective, unlawful,
illegal, fraudulent before any court of law, police or Govt. Departments. Panchayat.
4. That in future the second party shall be free to use, occupy, enjoy, hold, sale, mortgage, let out,
construct said property in any manner without objection, interference of the first party or any of their legal
heirs or any other person claiming under them who so ever on the basis of this agreement. Second
party shall not demand of any rent from first party.
5. That the first party have received the shifting charges from the second party and have shifted
all their household items from said premises.

Yash Pal

Om Prakash Goenka

witnesses were of the parties have signed this surrender agreement at Delhi, in presence of following witness on the date, month and year first writ witness:-

1. Asmita Benuk
B-135, 21/11/2005
4/12/12 3:25 (12/12/12)

Yashpal
FIRST PARTY

2. Rona Lal

Subhash Chandra
SECOND PARTY

6157 Kunda, Shimla
Gali Batasan
Delhi - 110006



विक्रय पत्र ३५,०००) रुपया

स्टाम्प बराय विक्रय पत्र ----- १०५० रु०

स्टाम्प बराय नगर नि गम टेक्स ----- १७५० रु०

योग -- २८०० रु०

हम, श्री लक्ष्मी नारायण पुत्र श्री पूरणमल, श्री हेमचन्द पुत्र श्री शुभ काण
निवासी नं० १८८ गली सरस वाली, तिलक बाजार, फाटक हक्स लां, दिल्ली
के हैं।

जो कि एक मकान चार मंजिला पुखता दरवाजा कमय तहत आराजी लगभग
८९ वर्गगज प्रापरटी नं० १८८ कमय कनेक्शन नल व बिजली जो उपरोक्त मकान में
लगे हुए हैं वाक्य गली सरस वाली, तिलक बाजार, सारी बाबली, हलाका नं० ३
दिल्ली जिसका मानचित्र इस प्रलेख के संलग्न है और जिसकी सीमायें इस प्रकार हैं :

पूर्व : दीवार जायदाद मुबह्या व जायदाद मुकन्दलाल

पश्चिम : दीवार जायदाद मुबह्या व जायदाद श्री परसराम हरनन्द राय

उत्तर : दीवार जायदाद मुबह्या व जायदाद नं० १७६ कफा प्रापरटी

दक्षिण : दरवाजा दुकानात व मकान व गली

ममलुका मकबूजा व जरे खरीद हमारा कजरिये विक्रय पत्र दिनांक ४ मार्च, १९६६
दस्तावेज नं० ५०८२ अतिरिक्त बही नं० १ खण्ड नं० १५५४ (१५५४) पृष्ठ १५
मुसदिका ११ मार्च, १९६६ महकमा सब रजिस्टार देहली हकदारी श्रीमती प्रेमवती
हैं।

इस समय तक उपरोक्त सम्पत्ति हर प्रकार के बोझ से बिल्कुल मुक्त है और

word

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1000/1000

21/7/74

31/21

212/50

विषय पत्र दिनांक 1.8.74
जो पूर्वोक्त उप-पंजीयक महोदय

213/50

मंडल I, दिल्ली के कार्यालय में श्री/श्रीमति

लक्ष्मी नारायण

पुत्र न मल 18. जन, सूरस

तिलक कापूर
(20)

प्राप्ति के रजिस्ट्री के सं प्रमाण किया।

उप-पंजीयक

लक्ष्मी नारायण

मंडल I, दिनांक 1/8/74

लक्ष्मी नारायण

0 दस चर पत्र श्रम कर

उप-पंजीयक

लक्ष्मी नारायण

विषय

उप-पंजीयक के कार्यालय में श्री/श्रीमति

लक्ष्मी नारायण

श्री

0 रा. सी. जे. मल

वे परिचित माली। प्राप्ति के सं प्रमाण किया।



पृष्ठ २

हमें उसके मुक्तकिल करने का पूर्ण अधिकार प्राप्त है । अतः स्वेच्छानुसार और दूसरों के बहकाव सहकाव के :

(अ) एक दुकान ग्राउण्ड फलोर पूर्व मुखी अन्दरून सहन व एक कमरा कमय कोलकी अन्दरून की दक्षिणामुखी बर थर्ड फलोर जिसको इस प्रलेख के संलग्न मानचित्र में लाल रंग से दिखाया गया है व १।५ हिस्सा बिता बटा हुआ मिनजुमले दो दुकानात, दहलीज, सहन, गुसलखाना व जीना ग्राउण्ड फलोर , एक गुसलखाना, दो लेटरिन, कुज्जा, जाल, जीना का फर्स्ट फलोर व एक बाथ, दो लेटरिन, व जीना, कुज्जा, व जाल का सेकण्ड फलोर व हूत व कुज्जा बर थर्ड फलोर जिसको नक्शे में जामनी रंग से दिखाये गये हैं व १।५ हिस्सा बिता बटा हुआ मिनजुमले सालिम भूमि ८९ वर्गगज मिनजुमले सालिम उपरोक्त मकान नं० १८८ वाक्य गली सरस वाली, तिलक बाजार, बाजार सारी बाबली, दिल्ली बिल एकज मुवलिंग ७०००) रु० (सात हजार रुपये) बद्दस्त श्रीमति अनार देवी अगवाला, धर्मपत्नी श्री पूरणमल अगवाला निवासी १८८, गली सरस वाली, तिलक बाजार, देहली, फरोस्त की। और कुल रकम करिये डाफ्ट नं० सी.ए.एन. २२२०५७ दिनांक २७-७-७४ ऊपर बैंक - यूनियन बैंक आफ इण्डिया बनाम लक्ष्मी नारायण हेमचन्द रुबरु सब रजिस्टार देहली कसूल होगी ।

(ब) एक कमरा कमय कोलकी अन्दरून व एक स्टोर बर फर्स्ट फलोर जिसको इस प्रलेख के संलग्न मानचित्र में हरे रंग से दिखायी गयी है व १।५ हिस्सा

211411 1000

30/7/24

की पूर्व प्राप्ति जतिन का के रूप में स्वीकार की गया हो

हो 35000) (कैवल पता) से एम्पल, 552142

के करनती नोट/चेक सं.

दिनांक

धी/धीप्रति

आवृत्त सावर प्रम

कैला का कोर से

केना/केनाओं से से एम्पल का निष्पन्न

निष्पादन कारिगरीओं को हतारे सनध हनार दिव

तत्प्राप्ताओं का भी उपरीक्त माशिया ने पारित करावा

1/7/24

Fr 30000

ल.द.म.न.प.न. द.न.न.

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Ant



पृष्ठ ३

विला बटा हुआ मिनजुमले दो दुकानात, दहलीज, सहन, गुसलखाना, जीना, ग्राउण्ड फलोर व एक बाथ दो लेटरिन व जीना, कृष्णा व जाल बर सेकेण्ड फलोर व कृत व कृष्णा वर थर्ड फलोर जिसको नकशे में जामनी रंग से दिखाये गये हैं, १।५ हिस्सा विला बटा हुआ मिनजुमले सालिम भूमि ८२ वर्गज मिनजुमले सालिम उपरोक्त मकान नं० १८८ वाक्य गली सरस वाली, तिलक बाजार, खारी बाबली, दिल्ली क्विटर एक मुवलिग ७०००) रुपये कदस्त श्रीमती मुन्नी देवी अगवाला धर्मपत्नी श्री शुभकरन अगवाला निवासी १८८, सरस वाली गली, तिलक बाजार खारी बाबली, दिल्ली फरोस्त किये। कुल कीमत बजरिये हाफ्ट नं० सी ए स्ल २२२०५८ दि नांक २७-७-७४ ऊपर यूनियन बैंक आफ इण्डिया बनाम लक्ष्मी-नारायण हेमचन्द रुबरु सब रजिस्टरार देहली कसूल होगी।

(स) निस्फ पूर्वी हिस्सा दुकान बर ग्राउण्ड फलोर अन्दरुन सहन व दो कमरे वर सेकेण्ड फलोर जिस को नकशे में पीले रंग से दिखाये गये हैं व १।५ हिस्सा विला बटा हुआ मिनजुमले दो दुकानात, दहलीज, सहन, गुसलखाना, जीना ग्राउण्ड फलोर, एक गुसलखाना, दो लेटरिन, कृष्णा, जाल, जीना बर फर्स्ट फलोर व एक बाथ, दो लेटरिन, एक जीना कृष्णा व जाल बर सेकेण्ड फलोर व कृत व कृष्णा वर थर्ड फलोर जिसको नकशे में जामनी रंग से दिखाये गये हैं व १।५ हिस्सा विला बटा हुआ मिनजुमले सालिम भूमि ८२ वर्गज मिनजुमले सालिम उपरोक्त मकान नं० १८८ वाक्य गली सरस वाली, तिलक बाजार, खारी बाबली, दिल्ली क्विटर एक मुवलिग ७०००) रु० कदस्त श्रीमती केशरी देवी अगवाला धर्मपत्नी श्री सांवरमल अगवाला निवासी १८८ गली सरस वाली, तिलक बाजार, दिल्ली फरोस्त की और कुल रकम बजरिये बैंक हाफ्ट नं०



पृष्ठ ४

सी० ए० एल० २२२०६० दिनांक २७-७-७४ ऊपर यूनियन बैंक आफ इण्डिया, बनाम लक्ष्मी नारायण हेमचन्द, रुबरु सब रजिस्टार देहली कसूल होंगी ।

(ब) निष्फा पश्चिमी हिस्सा दुकान बर ग्राउण्ड फलोर अन्दरून सहन व दो कमरे पूर्वामुखे बर सेक्रेण्ड फलोर जिसको नकशे में नीले रंग से दिखाये गये हैं व १।५ हिस्सा बिला बटे हुआ मिनजुमले दो दुकानात, दहलीज, सहन, गुसलखाना, जीना, ग्राउण्ड फलोर, एक गुसलखाना, दो लेटरिन कुज्जा, जाल, जीना, बर फर्स्ट फलोर व एक बाथ, दो लेटरिन एक जीना कुज्जा व जाल बर सेक्रेण्ड फलोर व कृत व कुज्जा बर थर्ड फलोर जिसको नकशे में जामनी रंग से दिखाये गये हैं व १।५ हिस्सा बिला बटाहुआ मिनजुमले सालिम भूमि ८९ वर्गगज मिनजुमले सालिम उपरोक्त मकान नं० १८८ वाक्य गली सरस वाली, तिलक बाजार, खारी बाबली, दिल्ली बिल एवज मुवलिग ₹ ७०००) रु० रुपये बदस्त श्रीमती बिमला देवी अग्रवाला धर्मपत्नी श्री गौरी शंकर अग्रवाला निवासी १८८, गली सरस वाली, तिलक बाजार, देहली फरोस्त की और कुल रकम बजरिये डाफ्ट नं० सी० ए० एल० २२२०५६ दिनांक २७-७-७४ ऊपर यूनियन बैंक आफ इण्डिया बनाम लक्ष्मी नारायण हेमचन्द रुबरु सब रजिस्टार देहली कसूल होंगे ।

(ब) दो कमरे दक्षिणामुखे बर फर्स्ट फलोर जिसको इस प्रलेख के संलग्न मानचित्र में काले रंग से दिखाये गये हैं व १।५ हिस्सा बिला बटा हुआ मिनजुमले दो दुकानात, दहलीज, सहन, गुसलखाना व जीना ग्राउण्ड फलोर, एक गुसलखाना, दो लेटरिन, कुज्जा, जाल, जीना बर फर्स्ट फलोर व एक बाथ, दो लेटरिन व जीना, कुज्जा व जाल बर सेक्रेण्ड फलोर व कुज्जा व कृत बर थर्ड फलोर जिसको नकशे

में जामनी रंग से दिखाये गये हैं व १।५ हिस्सा बिला बटा हुआ मिनजुमले सालिम भूमि ८२ वर्गगज मिनजुमले सालिम उपरोक्त मकान नं० १८८ वाक्य गली सरस वाली, बाजार सारी बाकली दिल्ली बिल एकज मूवलिंग ७०००) रूपया कदस्त श्रीमती सन्तरा देवी अग्रवाला धर्मपत्नी श्री मांगीलाल अग्रवाला निवासी १८८ गली सरस घाली, तिलक बाजार, बाजार सारी बाकली, देहली फरोख्त की और कुल रकम करिये डाफ्ट नं० सी० ए० स्ल० २२२०६१ दिनांक २७-७-७४ ऊपर यूनियन बैंक आफ इण्डिया बनाम लक्ष्मी नारायण हेमचन्द रुबरु सब रजिस्टरार देहली कसूल होंगे।

उपरोक्त सम्पत्ति को कब्जे व दखल मालकाना अपने से निकालकर कब्जे व दखल मालकाना, क्रेताओं के देकर सालिम मिलकीयत उनकी करा दी है। अब हम विक्रेता और हमारे किसी उत्तराधिकारी का उपरोक्त मकान की मिलकीयत से किसी प्रकार का कोई सम्बन्ध व वास्ता नहीं रहा है। क्रेता उपरोक्त मकान की पूर्णतया मालिक हो गया है। क्रेताओं को उपरोक्त मकान की निस्वत जुमले हकूक, मालकाना, इंतकाल व कसूली किराया व तक्सीम किराया प्राप्त हो गये हैं।

परमात्मा ना करे, जायदाद मुबहिया की निस्वत हमारा कोई सहमी शरीकी पैदा होकर दावेदार हो और उपरोक्त सम्पत्ति जुज या कुल बकदर किसी नुक्स कानूनी या वाकाली के क्रेताओं के कब्जे से निकल जाये या उनको हकूक मिलकीयत में नुकसान पहुँचे तो बहर सूरत उसकी जुमले पैरवई व जवाबदेही मुकदमात व जेरवारी इस्तराजात व वापसी जरे कीमत जुज या कुल बकदर नुकसान सब बजिम्मे हम विक्रेता और हमारे उत्तराधिकारी होगी और क्रेताओं को अधिकार प्राप्त होगा कि अपनी कीमत बकदर नुकसान व सर्चा हर्जा सब हमारी चल-बचल सम्पत्ति और हमारे उत्तराधिकारी से कसूल कर लें।

उपरोक्त सम्पत्ति को कागजात नगर निगम के लाने मिलकीयत में क्रेताओं के नाम दर्ज करा देंगे। यदि हम ऐसा ना कर सकें तो क्रेताओं को अधिकार प्राप्त होगा कि हमारी अनुपस्थिति में इस क्रिय पत्र द्वारा स्वयं अपना नाम दर्ज करा लें। आज की तारीख तक उपरोक्त सम्पत्ति के जुमले टेक्स हाय हम विक्रेता अदा करेंगे, आगे से क्रेता अदा करेंगी। सर्चा वजिम्मे क्रेता है।

तफसील दस्तावेजात जो क्रेता को दी गई :

१- असल विक्रय पत्र दिनांक १८ अगस्त सन् ६४ दस्तावेज नं० ८०३६ अतिरिक्त
वही नं० १ सण्ड नं० ११४७ पृष्ठ १३२।१४५ मसदिका २७-८-१९६४ इकरारी
बाबूलाल कहक प्रेमवती ।

२- सरटीफिकेट नीलाम कस्टोडियन ६ जुलाई सन् १९६२ दस्तखती श्री जे०
डी० जैन कहक बाबूलाल ।

३- असल विक्रय पत्र ५ मार्च १९६६ इकरारी प्रेमवती कहक विक्रेतागण

४- रसीदात हाउस टेक्स व बिल बिजली ।

अतः यह विक्रय पत्र लिख दिया कि सन्द रहे और समय पर काम
आवे । दिनांक १ अगस्त, १९७४ मजमून पढ़कर सुनाया व समझाया गया,
सुनकर ठीक मान लिया । *महेश* जैन, डीड राईटर, दिल्ली ।



रजि० नं० 563

साक्षी नं० १ *श्री गुरुदेव प्रसाद शर्मा*
रजि. नं. 528
21/08/1974

विक्रेतागण

(१) लक्ष्मी नारायण

महेश

(२) हेमचन्द्र

महेश

साक्षी नं० २

महेश

SL NO 113. 1995

*Surrender Certificate of Samsonal
in favour of Bishwanath Agarwal*

Notarial Certificate



To all to whom these presents shall come, I, R. N. Maiti duly appointed by the Central Government as a Notary and practising within the city of Calcutta (West Bengal), Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper Writings, 'A' are presented before me by the executant's.

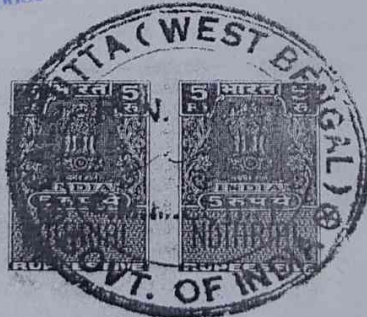
*Mr. Sanwar Mall Agarwal &
another at, P-9 Dobson Lane, in
the Dist of Howrah*

hereinafter referred as the, executant/s *5th*

day of *April* in the year One Thousand Nine Hundred *Five*
The "executant/s" having admitted the execution of the Paper Writ-
ings "A" and being satisfied as to the identify of the executant I have attested
the execution.

IN FAITH AND TESTIMONY WHEREOF I, the
said Notary, have herunto subscribed my
name and affixed my seal of office this
5 Friday of *April* 19 *95*

ANIL SHARMA
NOTARY PUBLIC
REGD. NO. 272 / 87
GOVERNMENT OF INDIA
POCHAND ROY STREET
KOLKATA - 700007



R. N. Maiti
Notary
Govt. of India
Regn. No. 379/92
3, Bankshall Street
Calcutta-700 001



TRUE COPY
ATTESTED
[Signature]
(NOTARY PUBLIC)
GOVT. OF INDIA
Regn. No. 272/87

25 JAN 2013

SL. NO. 113/1995

10RS.



AGREEMENT OF PARTITION

This Agreement is made on this the 24th day of March, 1995 amongst Mr. Sanwar Mall Agarwala, son of Late Smta Ram Agarwala, aged around 70 years, by faith Hindu, by occupation businessman, at present residing at P-9 Dobson Lane, Howrah-711101 hereinafter referred to as the party of the First Part & Mr. Bishwanath Agarwala son of Sri Sanwar Mall Agarwala, aged around 49 years, by faith Hindu, by occupation businessman, at present residing at P-9 Dobson Lane, Howrah-711101 hereinafter referred to as party of the Second Part.

(Which expression shall unless excluded or repugnant to the context shall be deemed to include the legal heirs, successors, executors, administrators, representatives and assignees of both the parties to this agreement.)

The parties to this agreement solemnly affirm and declare as under:-

1) That the party of the First part is the husband of Late Keshri Devi Agarwala and party of the Second part is the only son of Late Keshri Devi Agarwala.

2) That Keshri Devi Agarwala, who died intestate on 20.11.1984, is succeeded by TRUE COPY and the party of the First part and only issue, ATTESTED i.e. party of the



[Signature]
 (NOTARY PUBLIC)
 GOVT. OF INDIA
 Regn. No. 272/07

Bishwanath Agarwala

A. N. MATH
 Notary
 Regn. No-379/98
 Govt. of India
 3, Bankshall Street
 Calcutta - 1

31 APR 1995

ANIL SHARMA
 NOTARY PUBLIC
 REGD. NO. 272 / 07
 GOVERNMENT OF INDIA
 1, DOORAKAND ROY STREET
 KOLKATA - 700007

25 JAN 2013

148 199



Second part and they viz party of the First part and Second part are the only successors of the assets belonging to the deceased as per Hindu myth and belief.

3) That party of the First part and second part are entitled to get the assets belonging to the deceased Smt. Keshri Devi Agarwala distributed equally among themselves.

4) That both the parties to this agreement have expressed their desire to distribute the assets except cash in hand in such a way that asset so distributed is held by them in entirety and not in proportions and/or fractions.

5) That the distribution of assets as described in Annexure-A enclosed with this agreement has been made on 21.11.1994.

6) That the distribution of the assets of the deceased made as detailed hereinabove is as per mutual consent of both the successors and it is hereby expressly confirmed by them that neither they have any objection in assets distributed to the other successor nor do they have any interest in assets distributed to the other successor.

7) That it is further confirmed by them that no person other than the persons named as successor hereinabove have any interest in the properties of Smt. Keshri Devi Agarwal in any capacity including that of creditors, successors or relatives as per Hindu myth and belief or as per Hindu Succession Act or any other applicable statute in this respect.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day, month and year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PARTIES IN THE PRESENCE OF:-

(Signature)
(SANWAR MALL AGARWALA)

(Signature)
Bishwanath Agarwala.
(BISHWANATH AGARWALA)



R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
3, Bankshall Street
Calcutta - 1

ANIL SHARMA
NOTARY PUBLIC
REGD. NO. 272
GOVERNMENT OF INDIA

Signature Attested by
an Identification of Advocate

R. N. MAITI
Notary

31 APR 1995

TRUE COPY
ATTESTED
NOTARY PUBLIC
GOVT. OF INDIA
Regn. No. 272/97

25 JAN 2013

ANNEXURE



ANNEXURE-2

LIST OF ASSETS BELONGING TO THE DECEASED

(1) Jewelleries & Silver Utensils (Approx Market Value)	
(2) Share in Building at Delhi	
(3) F.D. with Bank of Madura	
(4) N.S.C.	
(5) Shares (Approx Market Value)	39,000
(6) P.P.F.	10,821
(7) M/s. Manohar Lal & Co.	62,326
(8) B.N. Agarwala	80,500
(9) Cash at Bank	19,440
(10) Cash in Hand	3,781

	7,44,581
	=====

The distribution of different assets left by Smt. Keshri Devi Agarwala has been made as under:-

Assets distributed to the party of the First Part
viz SANWAR MALL AGARWALA

1) Jewelleries and Silver utensils (Approx Market Value)	3,70,540
(2) Share in Cash Balance	1,751

	3,72,291
	=====

Contd.....2

Sanwar Mall Agarwala

 NOTARY PUBLIC
 REGD. NO 272/97
 GOVERNMENT OF INDIA
 1, ROOPCHANDRA STREET
 CALCUTTA

Bishwanath Agarwala



R. N. MAITI
 Notary
 Regn. No-379/92
 Govt. of India
 3, Bankshall Street
 Calcutta - 1

31 APR 1995

25 JAN 2013

TRUE COPY
 ATTESTED

 NOTARY PUBLIC
 GOVT. OF INDIA
 Regn. No. 272/97

25 JAN 2013

ANNEXURE-2

Assets distributed to the party of viz BISHWANATH AGARWALA



- (1) Share of Smt. Keshri Devi Agarwal in Building at Delhi (Approx Market Value)
- (2) F.D. at Bank of Madura
- (3) N.S.C.
- (4) P.P.F.
- (5) Shares (Approx Market Value)
- (6) M/s. Manohar Lal & co.
- (7) Bishwanath Agarwala
- (8) Cash at Bank
- (9) Cash in Hand

62,326

80,500

19,440

2,030

3,72,290

Accepted by me

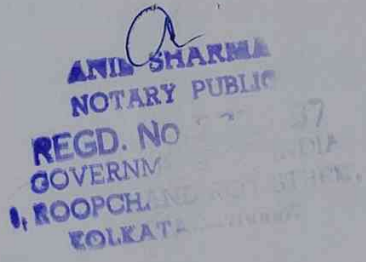
[Signature]

(Party of the First Part)

Accepted by me

Bishwanath Agarwala.

(Party of the Second Part)



R. N. MATTL
Notary
Regn. No-379/92
Govt. of India
3, Bankshall Street
Calcutta - 1

TRUE COPY
ATTESTED
[Signature]
NOTARY PUBLIC
GOVT. OF INDIA
Regn. No. 272/87



31 APR 1995

25 JAN 2015



GENERAL POWER OF ATTORNEY

BY THE POWER OF ATTORNEY, I Parna Devi, daughter of Late Shri Pooran Mal and Late Smt. Anar Devi, resident of SINGROD District Jhuhjhunu (Rajasthan) (hereinafter called Party No.) do hereby appoint Shri Vikash Khairari son of Shri M.C. Khairari R/O Flat No. 1358, Sector-C, Pocket-1, Vasant Kunj, NEW DELHI as my ATTORNEY in my name and on my behalf to do inter alia the following acts, deeds and things viz.

1. To sell portion of my house No. 188, Tilak Bazar, Khari Baoli, DELHI at such price and my said attorney in his absolute discretion & thinks proper and/or to cancel and/or to cancel and/or repudiate the same.
2. To receive from the intending purchaser any earnest money and/or advance or advances and also the balance of purchase money and to give valid receipt and discharge for the same which still protect the purchaser or purchasers.
3. Upon such receipt as aforesaid in my name and as my act and deed, to sign, execute and delivery any conveyance or conveyances of the said property in favour of the said purchaser or his nominee or assignee.

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अंगुलिनिर्माण नामदेव

4191 5d Df 4y 2011m 4 4y 2011m 5d

96

[illegible]

पञ्जियक

(बी) विषयगत सूची

RTOPHMS 47th 29A

(i) वकीलशुल्क रु..... 500/-
(ii) मुकदमा शुल्क रु..... 200/-
(iii) पृष्ठांकन तथा शुल्क रु..... 8/-
(iv) प्रतिलिपि शुल्क रु..... 2/-
(v) अन्य शुल्क रु..... 30/-

जोग ०००० ०००० ०००० ०००० ००००

सुखी

[illegible]

प्राजियक

॥ वज्रिपत्त पञ्च मुद्रांक ॥

लीकर (राजस्थान)

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contd. 2nd

4. To sign and execute all other deeds, instruments and documents and he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property as I could do myself, if personally present.
5. To present any such conveyance or conveyances for registration, to admit execution and receipt for consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which my said Attorney shall consider necessary for conveying the said property to the said purchaser or purchasers as fully and effectually in all respects as I could do the same myself.
6. AND I hereby agree to satisfy and confirm all and whatever other act or acts my said Attorney shall lawfully do, execute or perform or cause to be done, executed, or performed in connection with the sale of the said property under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided.

IN WITNESS WHEREOF, I the above said hereto signed at
_____ on this _____ day of January, 1996.

1. PANA DEVI.

WITNESSES:

1. *Durgamal Jagani*

2. *Sansay Kumar Jy* *Sigaramal Jagani*

5/12/56 मंगल गौरी मंदिर

क्या विवाह कदा की थी
सं 55 वरें बापि मंगल गौरी मंदिर
विवाही सं 27/11/56 की 21/12/56 पुन की 2/12/56
सं 30 वरें 1/ बापि मंगल गौरी मंदिर
विवाही सं 27/11/56 से पंचनामा।

एव रजिस्ट्रार संविधान कानून
कीदर । राजपुत्र ।



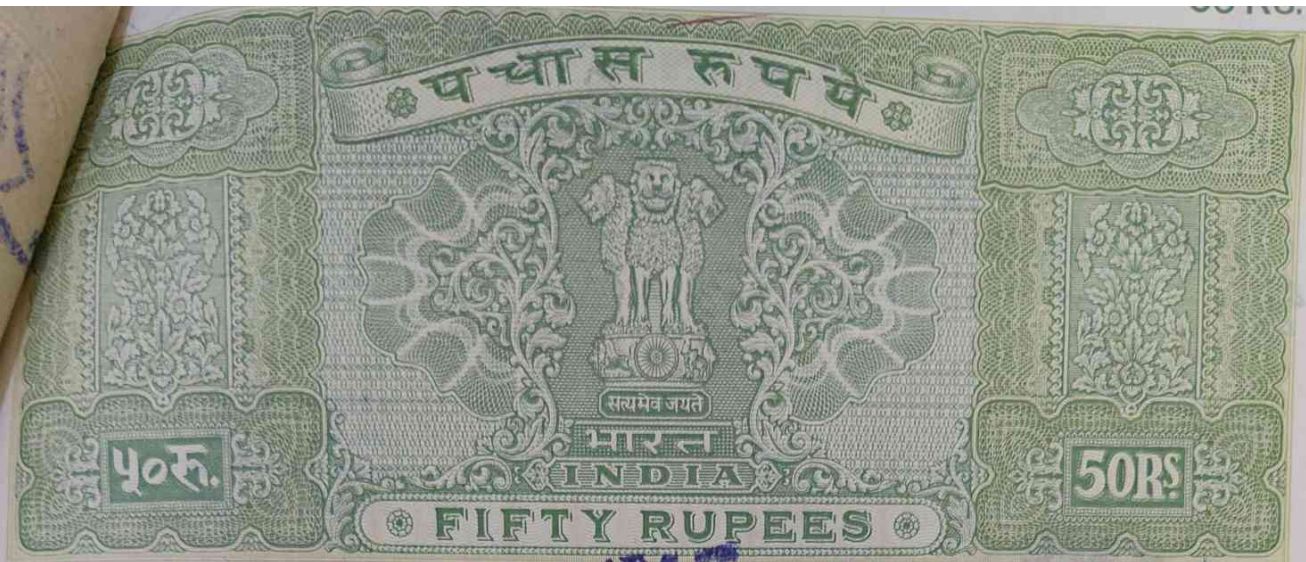
Dungar mel Jagani

Sanjay Kumar Jagro



एव विवाह 5/11/56 पुन सं 4
खिल सं 15 के पृष्ठ सं 229 से
8 विकृत किया व दस्तावेज
के सं अति पुन सं 4
खिल सं 11 के पृष्ठ सं 1 से 4
एव सं 4 पर चस्था किया गया।

एव रजिस्ट्रार, राजपुत्र



48(d)
F10.00
F10.00
26/12/95
GENERAL POWER OF ATTORNEY

50RS
Hindia
Singhania
Rukmani Devi
Hindia
Shri Ravi Singhania
Rangir Khari, Silchar

By the power of Attorney, I Rukmani Devi, daughter
of Late Shri Pooran Mal and Late Smt. Anar Devi, resident of
/Cachar
Rangirkhari, PS & PO-Silchar/(Assam) (hereinafter called party No.)

do hereby appoint Shri Vikash Khairari son of Shri Mulchand
Khairari , R/o Flat No. 1358, Sector-C, Pocket-1, Vasant
Kunj, New Delhi, as my attorney in my name and on my
behalf to do interalia the following acts deeds and things
viz.

1. To sell portion of my house No. 188, Tilak Bazar,
Khari Baoli, Delhi at such price and my said attorney in his
absolute discretion thinks proper and/or to cancell and or
to cancel and or repudiate the same.
2. To receive from the intending purchaser any earnest
money and/or advance or advances and also the balance of
purchase money and to give valid receipt and discharge for
the same which still protect the purchaser or purchasers.

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শিল্পের হাটতে বিক্রী ৭৭ নম্বর সীলিত কাকতালি
 ২০/১২/৯৫ ২০.০০ ২০.০০
 ২০২২-২৩

2022-23
 Stamp Vender
 Court Compound
 Slicher, Cachar



২৬/১২/৯৫
 Rukmini Devi
 Rangirahari P.S. Slicher, Cachar

Execution is admitted by me
 above Rukmini Devi, who is
 identified by Sri Lirani Singh
 - dia 010 Late Bhimraj
 Singrodia of Rangirahari
 P.S. Slicher, Dist. Cachar
 by Profusion Business.

26.12.95

3. Upon such receipt as aforesaid in my name and as my act and deed, to sign, execute and deliver any conveyance or conveyances of the said property in favour of the said purchaser or his nominee or assignee.

4. To sign and execute all other deeds, instruments and documents and he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property as I could do myself, if personally present.

5. To present any such conveyance or conveyances for registration, to admit execution and receipt for consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which my said Attorney shall consider necessary for conveying the said property to the said purchaser or purchasers as fully and effectually in all respects as I could do the same myself.

6. And I hereby agree to satisfy and confirm all and whatever other act of acts my said Attorney shall lawfully do execute or perform or cause to be done, executed or perform in connection with the sale of the said property under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided.

In witness whereof, I the above said hereto signed at Silchar on this 26th day of December, 1995.

1. Rukmani Devi.

WITNESSES:

1. Rana Paul

College Road
Silchar

2. Shri Ram singroha

Rangirkhari SILCHAR

Signature in Hindi of Rukmani Devi

Shri Ram singroha

Rangirkhari SILCHAR

by translation

Typed by,
B. Paul
(B. Paul)
Court compound.

NB:- At page No. 1 line no. 3 the words Rangirkhari PS & P.O. are type in Margin.

B. Paul
B. Paul

Signature in Hindi of Rukmani Devi
Shri Ram singroha
Rangirkhari SILCHAR



GENERAL POWER OF ATTORNEY

BY THE POWER OF ATTORNEY, I Sharda Devi, daughter of Late Shri Pooran Mal and Late Smt. Anar Devi, resident of Station Road, SIKAR (Rajasthan) (hereinafter called Party No.) do hereby appoint Shri Vikash Khairari son of Shri M.C.Khairari R/O Flat No. 1358, Sector-C, Pocket-1, Vasant Kunj, NEW DELHI as my ATTORNEY in my name and on my behalf to do interalia the following acts, deeds and things viz.

- To sell portion of my house No. 188, Tilak Bazar, Khari Baoli, DELHI at such price and my said attorney in his absolute discretion thinks proper and/or to cancel and/or to cancel and/or repudiate the same.
2. To receive from the intending purchaser any earnest money and/or advance or advances and also the balance of purchase money and to give valid receipt and discharge for the same which still protect the purchaser or purchasers.
3. Upon such receipt as aforesaid in my name and as my act and deed, to sign, execute and delivery any conveyance or conveyances of the said property in favour of the said purchaser or his nominee or assignee.

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शारदा देवी

contd. 2nd

4. To sign and execute all other deeds, instruments and documents and he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property as I could do myself, if personally present.
5. To present any such conveyance or conveyances for registration, to admit execution and receipt for consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which my said Attorney shall consider necessary for conveying the said property to the said purchaser or purchasers as fully and effectually in all respects as I could do the same myself.
6. AND I hereby agree to satisfy and confirm all and whatever other act or acts my said Attorney shall lawfully do, execute or perform or cause to be done, executed, or performed in connection with the sale of the said property under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided.

IN WITNESS WHEREOF, I the above said hereto signed at SIKAR on this _____ day of January, 1996.

1. SHARDA DEVI.

WITNESSES:

1. *Dungar mal Jagan*
2. *Santay Kumar Jagan*

21/1/96



RAM PRASAD
First Party



OM PRAKASH GOENKA
Second Party

AGREEMENT

THIS DEED OF AGREEMENT is made on this 25th day of February, 2000 in between Shri Ram Prasad son of Late Shri Puran Mal , Resident of A-200, Derawal Nagar, Delhi, LR of Late Smt. Amar Devi HEREINAFTER CALLED THE ' FIRST PARTY' (which expressions unless repugnant to the context shall mean and include His heirs, successors, assignes, administrators, executor etc.) and Shri Om Prakash Goenka son of Shri Laxmi Narain , Resident of 188, Gali Saras Wali, Tilak Bazar, Delhi-110006 , HEREINAFTER CALLED THE ' SECOND PARTY' (which expression unless repugnant to the context shall mean which include his heirs, successors, assignees, adminstrator, executors etc.).

WHEREAS (1) Smt. Munni Devi Aggarwal wife of Late Shri Shubha Aggarwal , Resident of P-9, Dobson Lane, Howerah (W.B), Calcutta, while staying at Delhi; (2) Smt. Bimla Devi Aggarwal wife of Shri Gauri Shanker Aggarwal , Resident of P-9, Dobson Lane, Howrah (W.B.), Calcutta, while staying at Delhi; (3) Smt. Santra Devi Aggarwal wife of Shri Mangxi Lal Aggarwal , Resident of P-9, Dobson Lane, Howerah (W.B.) Calcutta, while staying at

; (4) Shri Bishwanath Aggarwal son of Shri Sanwar Mal Aggarwal, Resident of P-9, Dobson Lane, Howerah (W.B.) Calcutta, while staying at Delhi; (5(i) Shri Laxmi Narain son of Late Shri Puran Mal, Resident of 188, Tilak Bazar, Delhi-110006; (5(ii) Shri Balu Ram son of Late Shri Puran Mal, Resident of P-9 Dobson Lane, Howrah (W.B) Calcutta, while staying at Delhi; 5(iii) Shri Behari Lal son of Late Shri Puran Mal, Resident of Dobason Lane, Howerah (W.B.) Calcutta, while staying at Delhi; 5 (iv) Shri Ram Prasad son of Late Shri Puran Mal, Resident of ~~Suriya~~ A-200, Derawal Nagar, Delhi; 5 (v) Smt. Nagini Devi D/o Late Shri Puran Mal, Resident of Suriya Ganj, Muzaffarpur, Bihar, while staying at Delhi; 5(vi) Smt. Sharda Devi d/o Late Shri Puran Mal, Resident of Station Road, Sikar (Raj) through her General Attorney Shri Vikas Khairari s/o Shri M.C. Khairari, Resident of 1358, Sector C, Pocket 1, Vasant Kung, New Delhi vide GPA dated 26.12.95 duly registered in the Office of Sub-Registrar, Sikar (Raj.); 5 (vii) Smt. Rukmani Devi d/o Late Shri Puran Mal, Resident of Rangirkhari, P.S. & P.O. Silchar (Assam) through her General Attorney Shri Vikas Khairar son of Shri Mulchand Khairari, Resident of 1353, Sector C, Pocket 1, Vasant Kung, New Delhi vide GPA dated 26.12.1995 duly registered in the Office of Sub-Registrar, Silchar (Assam); 5 (viii) Smt. Pana Devi d/o Late Shri Puran Mal, Resident of Singred, Distt. 3 Jhunjhunu (Raj) through her General Attorney Shri Vikas Khairar s/o Shri M.C. Khairari, Resident of 1358, Pocket 1, Sector C, Vasant Kung, New Delhi vide GPA dated 5.1.1996 duly registered in the Office of the Sub-Registrar, Sikar (Raj); and 5 (ix) Shri Bajrang Lal son of Late Shri Puran Mal, Resident of P-9, Dobson Lane, Howerah (W.B.) Calcutta, through his General Attorney Shri Vikas Khairari s/o Shri M.C. Khairari, Resident of 1358, Sector C 1, Vasant Kunj, New Delhi vide GPA dated 5.1.1996 duly attested by Notary Public, Delhi, all 5(1) to 5 (ix) being ~~Legal~~ legal heirs of Late Smt. Anar Devi as ~~Veandors~~ (which expressions unless repugnant to the contest shall mean and include their heirs, successors,

assignees, administrators, executors etc.), executed the sale deed 11th January, 1996 duly registered at No. 0479 in Additional Book No. I Vol. No. 7093 at pages 121 to 130 by the Sub-Registrar, Sub-Dist. No. 1, Delhi in favour of Shri Om Prakash Goenka son of Shri Laxmi Narain, Resident of 188, Gali Saras Wali, Tilak Bazar, Delhi-110006 (hereinafter called the Vendee^U which expression unless repugnant to the context shall mean which include his heirs, successors, assignees, administrator, executors etc.) though Shri Ram Prasad son of Late Shri P^Uuran Mal at Serial No. 5 (iv) could not sign the above sale deed as he was held up at the relevant time, for a total consideration of Rs. 3,00,000 (Rupees Three lakhs) .

a sum of
WHEREAS /Rs. 2,40,000 (Rupees two lac and forty thousand only) was received by the Vendors from the Vendee before the Sub-Registrar, Delhi at the time of registration of the said sale deed dated 11th January, 1996, by Bank drafts such as sixty thousand only) by Bank Draft No. 268425 dated 9.1.1996 and drawn on Canara Bank favouring Smt. Muni Devi Aggarwal; and Rs. 60,000 (Rupees sixty thousand only) by Bank Draft No. 268426 dated 9.1.1996 drawn on Canara Bank , favouring Smt. Bimla Devi Aggarwal; Rs. 60,000 (Rupees sixty thousand only) by Bank Draft No. 268424, dated 9.1.1996 drawn on Canara Bank favouring Smt. Santra Devi Aggarwal; Rs. 60,000 (Rupees sixty thousand only) by Bank Draft No. 268427 dated 9.1.1996 drawn on Canara Bank, favouring Shri Bishwa Nath Aggarwal ; and Rs. 60,000 (Rupees sixty thousand only) by Bank Draft in cash were already received by legal heirs of Late Shrimati Anar Devi in equal shares prior to the execution of the sale deed dated 11th January, 1996 in respect of property bearing No. 188, Tilak Bazar, Delhi on a freehold plot of land measuring 81/sq. yards as described in the site plan attached with the aforesaid sale deed dated 11th January,

six
1996 with ~~five~~ tenants, namely (1) Moti Ram Prithi Chand
in respect of one shop at a monthly rent of Rs.45; (2)
Ramesh Chand & Co. in respect of one shop at a monthly
rent of Rs.60; (3) Durga Traders in respect of complete
ground floor, outer portion of first floor and one Barsati
Top Floor at a monthly rent of Rs.60; (4) Durga Traders
in respect of three rooms and one kitchen on first floor
and one room at second floor at a monthly rent of Rs. 40;
(5) Om Prakash S/o Shri Laxmi Narain in respect of portion
of second Floor at a monthly rent of Rs. 100; and Ashok
Kumar Ajay Kumar, Joint tenant in respect of complete
third floor at a monthly rent of Rs. 200, leaving no
possession of any portion of the above property with the
Vendors mentioned above

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

1. That the First Party hereby confirm and ratify that he
has sold his share in the above property with effect from
11th January, 1996 by virtue of the said sale deed and he
has no proprietary or ownership right in his share in the
above property. He confirms that he has already received
the cash consideration already before the execution of
sale deed in respect of his share in the above property
and nothing is to be received by him from the Second Party.
Since the above date i.e. 11th January, 1996 ^{he} is the owner
of ^{this} ~~my~~ share in the above property so sold under the above
sale deed.

2. That the First Party also confirms that he has no
possession of any part of the property and the possession
of the entire property is with the above tenants who have
already become the owners of the above property by means
of the above sale deed dated 11th January, 1996.

3. That the First Party has already seen the contents of the aforesaid sale deed dated 11th January, 1996 which he finds in order. He assures the Second Party that he would not disturb the title/in the property mentioned above at any time to come as the Second Party is legally owner of his share in the said property. He assures that he will help the Second Party in case further document is required to be executed for his share so sold in the said property by virtue of the above sale deed dated 11th January, 1996.

4. That the Second Party will be entitled to claim damages, compensation and other expenses etc. which he may have to incur in case any third party makes a claim on the share of First Party in the said property so purchased by the Second Party.

5. That the First Party shall extend all possible help to the Second Party in getting the property mutated in the records of any authority or authorities as may be needed.

6. That the First Party confirms that he is bound by the terms of the aforesaid sale deed dated 11th January, 1996 as so executed without raising any objections in future at any time and further indemnify that he shall be responsible for all costs etc. if any lapse is found on his part in respect of his share in the above property.

7. That the First Party is entering into this Agreement in his full senses and the same is binding on him.

Contd. at page 6

IN WITNESS WHEREOF the First Party and the Second Party have signed and executed this agreement on the day, month and year first above written.

WITNESSES:

1. Jaydesh Singh
.....
Signature

2. Address. 188 Blok
Bazaar Belki-6
.....

1.
Signature

2. Address.
.....

RAM PERSHAD
(First Party)

Zimny

Om Prakash Goenka
OM PRAKASH GOENKA
(Second Party)