

भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

दिल्ली DELHI GOVT.

00AA 907355

AGREEMENT TO SALE & PURCHASE

This agreement is made and executed at New Delhi on this day August 12, 2005. between Shri Raj Kumar son of Shri Nagarmal Aggarwal resident of C-29, Shyam Vihar, Najafgarh, New Delhi-110043. hereinafter called the First party.

AND

Nb. Sub (Rt) Pyare Lal Mishra son of Shri Shiv Nath Mishra resident of VPO: Dhanhrdihuli, Via Ramgarhwa, Distt. East Champaran-845433. hereinafter called the Second party.

The expression of both the parties shall mean include their respective legal heirs, successors, executors, representatives and assigns.

Whereas the first party is the absolute sole and rightful owner and in possession of Plot No.38-B, area measuring 111 Sq.Yds., Out of Khasra No. 8/15, Situated in the revenue estate of Village Goela Khurd, Delhi state Delhi, Colony Known as Shyam Vihar, Phase-II, A-Block, Najafgarh, New Delhi. , which is bounded as under:-

EAST : Plot No.38.
WEST : Other's Plot.
NORTH : Road 18 ft.
SOUTH : Gali 8 ft.

Signature
12/8/2005

Contd..2/p...

Signature

22484

12/11/11

File
Purpose
Through
Sign. of S.A.
Attender K.

File

No. 11

Singh, K-132
New Delhi

Sh. Jayaram Aggarwal

Col. Shyam Lal

✓

And whereas the first party has agreed to sell and second party has also agreed to purchase the said property in consideration amount of Rs. 80,000/- (Rupees Eighty Thousand Only). which amount has been received by first party from second party in cash/bank draft/cheque/pay order, and an advance as full and final consideration amount of said property, with separate receipt.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. That the first party(s) has delivered the vacant possession of the said property to the second party(s) on the spot.
2. That the second party(s) shall realise all the profits of the said property from the date of execution of this agreement and the first party(s) shall not demand any amount from the second party(s) after the execution of this agreement.
3. That the first party(s) shall get no claim, title or interests in the said property and the second party(s) has become its sole and absolute owner and its at liberty to utilise the same in any manner as he/she/they like in future.
4. That the first party(s) hereby assure to the second party(s) that the said property which is under sale is free from all sorts of encumbrances, such as sale, mortgage, gift, lien, decree, charges, courts in junctions, attachments, surety, security, litigation, legal laws, disputes, notification, acquisitions and there is no legal defect in the ownership title of the first party(s) and if it is proved otherwise the first party(s) shall be liable to indemnify the second party(s) with all costs, expenses, damages or charges etc., shall be incurred or sustained by the second party(s) in future with all respect thereof.



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S/S 6856911

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5. That the first party(s) has not entered into any sorts of agreement with any body for the sale transfer of the said property, before today.

6. That all the expenses of the sale deed/documents shall be paid and borne by the second party(s).

7. That whenever and wherever the presentation of the first party(s) will be required for the completion of any acts, deeds and things regarding the said property first party(s) will execute and present for the same without any objection or demand.

8. That all the dues, demands, instalments taxes (if any) till date of this agreement shall be paid and borne by the first party(s) and thereafter the same shall be paid by the second party, in future.

9. That if the first party(s) violated and infringes the terms and conditioned laid down in the agreement to sale, the second party shall be entitled to get the said transaction to complete through the court of law under the suit for specific performance at the costs and expenses of the first party(s).

10. That the second party shall have full right to sell or transfer the said property by way of sale mortgage or lease to any other person or persons to enter into an agreement, to receive consideration amount, to issue proper receipt etc. to execute sale deed or deeds to admit its execution, thereof and get the same duly registered with the office of S.R. concerned.

IN WITNESSES WHEREOF, both the parties have signed this agreement of Delhi, on the day, month and year, first above written, in the presence of the following witnesses:-

WITNESSES:-

1.

[Signature]
FIRST PARTY

2.

SECOND PARTY



[Signature]
25/8/2005

2

ATTESTED

NOTARY PUBLIC
DELHI

12 AUG 2005

भारतीय गैर न्यायिक

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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

दिल्ली DELHI

00AA 907356

AFFIDAVIT

I/WE Shri Raj Kumar son of Shri Nagarmal Aggarwal resident of C-29, Shyam Vihar, Najafgarh, New Delhi-110043. do hereby solemnly affirm and declare as under:-

1. That I have sold property bearing Plot No.38-B, area measuring 111 Sq.Yds., Out of Khasra No. 8/15, Situated in the revenue estate of Village Goela Khurd, Delhi state Delhi, Colony Known as Shyam Vihar, Phase-II, A-Block, Najafgarh, New Delhi. to Nb. Sub (Rt) Pyare Lal Mishra son of Shri Shiv Nath Mishra resident of VPO: Dhanhrdihuli, Via Ramgarhwa, Distt. East Champaran-845433.

2. That I have received the full and final consideration amount of said property from said purchaser.

3. That I/we have delivered the vacant physical possession of said property to said purchaser.

4. That I/we have execute GPA, Agreement to Sale, Affidavit, Receipt, Will, etc. of aforesaid property in the name of said purchaser.

5. That I/we will always remain bound with the terms and conditions of the aforesaid agreement to sale.

Contd..2/p..

[Signature]
52565694

[Signature]

24/5 24/5
Name Name
Purpose Purpose
Through Through
Signature of A. A.
Sender Kr. Singh, E-122
New Delhi

Pay to the order of

Sh. Ramesh Chandra

22/5 Shyam

7

11211

6. That now I/we have been left my right, title or interest of any nature whatsoever in the aforesaid property/land and the same has become the property of the aforesaid purchaser, with the right to transfer the same by way of sale, mortgage, gift, lease or otherwise.

DEPONENT

VERIFICATION:

Verified at New Delhi on this day August 12, 2005. that the contents of above affidavit are true and correct to the best of my/our knowledge and belief, and nothing has been concealed therefrom.



DEPONENT

[Signature]

[Signature]

ATTESTED
NOTARY PUBLIC
DELHI

12 AUG 2005

R E C E I P T

Received with thanks a sum of Rs.80,000/- (Rupees Eighty Thousand Only). in cash/draft/cheque as an advance from Mb. Sub (Rt) Pyare Lal Mishra son of Shri Shiv Nath Mishra resident of VPO: Dhanrdihuli, Via Ramgarhwa, Distt. East Champaran-845433. against the sale Plot No.38-B, area measuring 111 Sq.Yds., Out of Khasra No. 8/15, Situated in the revenue estate of Village Goela Khurd, Delhi state Delhi, Colony Known as Shyam Vihar, Phase-II, A-Block, Najafgarh, New Delhi. as full and final amount of said property.

Hence this receipt is executed at New Delhi on this day August 12, 2005. in the presence of following witnesses.

WITNESSES

1.

EXECUTANT

Shri Raj Kumar son of Shri Nagarmal Aggarwal resident of C-29, Shyam Vihar, Najafgarh, New Delhi-110043.

2.



[Signature]
25685692

[Signature]

ATTESTED

NOTARY PUBLIC
DELHI

12 AUG 2005

POSSESSION LETTER

This is to certified that I/WE Shri Raj Kumar son of Shri Nagarmal Aggarwal resident of C-29, Shyam Vihar, Najafgarh, New Delhi-110043. have handed over the vacant physical possession of Plot No.38-B, area measuring 111 Sq.Yds., Out of Khasra No. 8/15, Situated in the revenue estate of Village Goela Khurd, Delhi state Delhi, Colony Known as Shyam Vihar, Phase-II, A-Block, Najafgarh, New Delhi. to Nb. Sub (Rt) Pyare Lal Mishra son of Shri Shiv Nath Mishra resident of VPO: Dhanrdihuli, Via Ramgarhwa, Distt. East Champaran-845433. in presence of the following witnesses.

It is further settled that the seller shall pay house tax, electric bills and water bills etc. or any other dues and demands to the concerned authority regarding the said property under sale upto the date of handing over the possession to the purchaser and thereafter the same shall be payable by the purchaser.

PLACE:- NEW DELHI.
DT. August 12, 2005.

POSSESSION HANDED OVER

POSSESSION TAKEN OVER

WITNESSES:-

1.

2.

ATTESTED

NOTARY PUBLIC
DELHI

12 AUG 2005



GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, Mr. Rajendra Singh Chauhan son of Shri C.S. Chauhan resident of 134, Canara Apartments, Sector-13, Rohini, Delhi-110085, do hereby constitute, nominate and appoint Mr. Raj Kumar son of Shri Nagar Mal Aggarwal resident of C-29, Shyam Vihar, Naiafgarh, New Delhi-110043 as my/our true and lawful general attorney in my/our name(s) & on my/our behalf(ves), to do & execute the following acts, in the following manners.

WHEREAS The said executant(s) is/are the sole and absolute owner(s) and in possession of the plot(s) of land bearing Plo NO. 38-B, area measuring 111 Sq.Yds. out of Khasra No(s). 8/15, situated in the revenue estate of Village Goela Khurd Delhi State, Delhi, abadi known as SHYAM VIHAR, Phase-II, A-Block, Naiafgarh, New Delhi-110043 and bounded as under:-

EAST : Plot No. 38.
WEST : Other Plot.
NORTH : Road 18 Ft.
SOUTH : Gali 08 Ft.

AND WHEREAS the said executant(s) is/are fully authorised and entitled to sell/transfer the said property in any manner.

NOW TO Manage, control, supervise, lookafter and transfer the above said property, I/We, the said executant(s), do hereby authorise and empower my/our said general attorney, in my/our name(s) and on my/our behalf, to do the following acts, deeds and things under his/her/their own signature(s).

4638 50/- 13/1/04
A. S. Chaudhary 869 C. S. Chaudhary
136, Kew Gardens Apartment
Baker - 13, Del: W. Deane 85
89

11/11/11

To Man
Property/Land

2. To deal
Property/Land
DIB etc.

1. To Manage, control, supervise, look after the said property/land in any manner.
2. To deal with all the matters regarding the said property/land in the concerned offices of DDA, MCD, DVB, DJB etc.
3. To sell the said property/land to any body else, receive the advance money, execute the Agreement to Sell and hand over the receipt thereof.
4. To execute the Sale Deed, sign and verify and present the same for registration in the office of the Sub-Registrar, Delhi/New Delhi, Registrar Mumbai, Calcutta, Chennai and to admit its execution thereof, to receive the consideration amount, give statement and file any affidavit, declaration etc. to do all other acts, deeds and things which are necessary for the same.
5. To apply and obtain the necessary sale permission through "NO OBJECTION CERTIFICATE" and "INCOME TAX CLEARANCE CERTIFICATE" ETC. from the concerned departments.
6. To pursue all the Court proceedings from Lower Court to Higher Jurisdiction at Delhi or any where else in India.
7. To appoint advocate, pleader and other legal practitioner, sole Arbitrator.
8. To appoint "~~GENERAL OR SPECIAL ATTORNEY~~" to execute the GPA, Sale Deed, Mortgage Deed, Gift Deed, Lease Deed, Supplementary Sale Deed.
9. To construct, renovate, rebuild and alter the said property./Land.
10. To apply and obtain the Electric and Water Connection to let out/lease out said property/land to anybody, and receive the rent from the tenant. To pay the House Tax, Electric Bill and lagan etc.
11. To receive compensation amount or alternative sites from the Government, if said property/land is acquired.
12. This Power of Attorney shall be irrevocable.

Generally to do all other acts, deeds and things which my/our said attorney deemd fit and proper in all respects.

Hence: This GPA is made at Delhi on this 1 12 2024.

WITNESSES

1.

2.

ATTTESTED

EXECUTANT(S)

12 JUL 2024



AGREEMENT TO SELL

THIS DEED OF AGREEMENT FOR SALE IS MADE AND EXECUTED AT DELHI ON THIS 13.01.2004 between Mr. Rajendra Singh Chauhan son of Shri C.S. Chauhan resident of 134, Canara Apartments, Sector-13, Rohini, Delhi-110085 (hereinafter called the First Party) IN FAVOUR OF Mr. Raj Kumar son of Shri Nagar Mal Aggarwal resident of C-29, Shyam Vihar, Naiafgarh, New Delhi-110043 (Hereinafter called the Second Party).

WHEREAS The First Party is the sole and absolute owner(s) and in possession of a plot of land bearing Flo NO. 38-B area measuring 111 Sq.Yds. out of Khasra No.8/15 situated in the revenue estate of Village Goela Khurd Delhi State Delhi.abadi known as SHYAM VIHAR, Phase-II, A-Block, Naiafgarh, New Delhi-110043.

NOW The First Party has agreed to sell the above said property and the Second Party has also agreed to purchase the same for a consideration amount of Rs. 1,05,000/- (Rs. One Lakh and Five Thousand Only) which has been paid by the Second Party and the same has been recieved by the First Party in cash, in advance, in full and final settlement by means of a separate receipt thereof.

467 p 19. 13/1/04

A. S. Chandra & Co. C. S. Chandra,
134, Sector 17, Conco Apartment
Delhi - 110016

H/7

DELHI

That in pursuance of the said Agreement and in consideration of the aforesaid amount, the First Party has received the sale price from the Second Party and a valid regular receipt has been executed by the First Party.

That the First Party has delivered the actual physical possession of the said property to the Second Party and hereafter the Second Party has become the sole and absolute owner of the said property and can use and utilise the same in any manner and to apply the mutation there of in the records of all concerned Authority(ies).

That the First Party shall have no right, title, interest or claim etc. etc. on the above said property.

That all the expenses of the Sale Deed, Registration of Sale Documents etc.etc. have been paid and borne by the Second Party.

That the First Party hereby assures the Second Party that the said land/property under sale is free from all sorts of encumbrances such as sale, mortgage, lien, gift, dispute, decree, acquisition, litigation, notification and family dispute etc. and there is no dispute/no defect in the title of the First Party; if found otherwise the First Party will be liable to indemnify the Second Party full or part unto the extent of loss thus sustained by the Second Party. That the First Party is fully responsible for all kinds of dues, demands, arrears etc.etc. upto date regarding electricity, water, House Tax etc. etc. and from now on the Second Party shall be responsible for the same.

That in case the First Party violates the terms and conditions of this Agreement, then the Second Party can get the said transaction enforced through the Court of Law by Specific Performance of Suit at the risks and costs of the First Party.

That this Deed of Agreement is irrevocable.
IN WITNESSESS WHEREOF The Parties have signed this Deed of Agreement at Delhi/New Delhi on the day, month and year first above stated in the presence of the following witnesses.
WITNESSES:-

1. *Bipin Kumar*
871 Sharma

[Signature]
FIRST PARTY

2.

SECOND PARTY



ATTESTED

[Signature]
NOTARY PUBLIC

15 JUN 2004



AFFIDAVIT

I/We, Mr. Raiendra Singh Chauhan son of Shri C.S. Chauhan resident of 134, Canara Apartments, Sector-13, Rohini, Delhi-110085 do hereby solemnly affirm and declare as under:-

That Mr. Rai Kumar son of Shri Naqar Mal Aggarwal R/o.C-29, Shyam Vihar, Najafgarh, New Delhi-110043 is/are my/our general attorney in respect of Plo NO. 38-B area measuring 111 Sq.Yds. out of Khasra No(s).8/15 situated in the revenue estate of Village Goela Khurd Delhi State Delhi abadi known as SHYAM VIHAR, Phase-II, A-Block, Najafgarh, New Delhi-110043 vide GPA dated 13.01.2004 which will not be revoked or cancelled by me.

[Signature]
DEPONENT (S)

VERIFICATION:

VERIFIED At Delhi on this 13.01.2004 the contents of the above affidavit are true and correct to the best of my knowledge and belief.

ATTESTED

NOTARY PUBLIC
PUNJAB

[Signature]
DEPONENT (S)

2004

4640 191 177105
A.S. Chetani C.S. Chetani
174, Cerebr Abertmeid
Sector-13, Rohini Dev Sr

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11-11-11

11-11-11

RECEIPT

RECEIVED With thanks a sum of Rs. 1,05,000/- (Rs. One Lakh and Five Thousand Only) in cash, in advance, in full and final settlement from Mr. Raj Kumar son of Shri Nagar Mal Aggarwal of C-29, Shyam Vihar, Naiafgarh, New Delhi-110043 on account of the sale proceeds of a plot of land bearing Flo NO. 38-B area measuring 111 Sq.Yds. out of Khasra No(s).8/15 situated in the revenue estate of Village Goela Khurd Delhi State Delhi abadi known as SHYAM VIHAR, Phase-II, A-Block, Naiafgarh, New Delhi-110043 in terms of a separate agreement executed by me/us in his/her/their favour.

HENCE: This Receipt is executed at Delhi on this 13.01.2004 in the presence of the following witnessess.

WITNESSES:

1.

[Signature]
[Signature]

EXECUTANT

[Signature]
[Signature]

2.

Mr. Raiendra Singh Chauhan son of Shri C.S. Chauhan resident of 134, Canara Apartments, Sector-13, Rohini, Delhi-110085

ATTESTED
NOTARY PUBLIC
13 JAN. 2004