

### **POWER OF ATTORNEY**

Power of Attorney is a document of agency or a formal arrangement by which one person (Principal) gives another person (Attorney or Agent) authority to act on his behalf and in his name. As per the Power of Attorney Act, 1882:

“Power-of-Attorney includes any instruments empowering a specified person to act for and in the name of the person executing it.”

A Power of Attorney may be a general or special power. A General Power of Attorney covers more than one subject matter while a Special Power of Attorney relates to a specific subject matter, though it may contain several powers relating to the same subject matter. Power of Attorney is required to be stamped but need not be mandatorily registered.

### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS THAT THIS GENERAL POWER OF ATTORNEY is executed at New Delhi on this 1<sup>st</sup> day of January 2004 by M/s. TINRIN, a company incorporated under the Companies Act having its registered office at E-1 WESTEND, New Delhi through its Managing Director Mr. X.....(details) (hereinafter referred to as the EXECUTANT), DO HEREBY APPOINT, NOMINATE, CONSTITUTE AND AUTHORISE Sh. Y....(details), Executive Director of M/s TINRIN (hereinafter referred to as the ATTORNEY) AS MY TRUE AND LAWFUL ATTORNEY TO MANAGE, CONTROL, LOOKAFTER / SUPERVISE, PERFORM ALL LEGAL ACTS MENTIONED HEREUNDER.

WHEREAS.....

AND WHEREAS.....(Mention few recitals like the purpose of making this GPA).

NOW THIS GENERAL POWER OF ATTORNEY WITNESSESTH AS UNDER:-

- (i) To institute, commence and conduct any action, suit or other legal proceedings before any Court, Arbitrator, Quasi-judicial or authorities, Offices, Tribunals, Labour Courts, Conciliation Officers, Land Acquisition Officers, etc. on behalf of the company for claiming any right, relief, recovery, title, interest, property or in respect of any matter connected with or arising out of the Company's business and subject to aforesaid, to settle, adjust, compromise or submit to Arbitration any such actions, suits or proceedings.
- (ii) To defend all actions, suits, proceedings, applications, petitions, appeals, revisions, reviews, arbitrations, conciliations, taxation and labour matters and other disputes that are now pending or may hereafter be brought or made or instituted in any Court or office or Tribunal, Arbitrator, Conciliation Officer, or any other Judicial or Quasi-judicial authorities in the name of the company.
- (iii) To appear and represent the Company in any Court of Justice or Tribunal whatsoever and for the purpose aforesaid or any of them to sign and verify complaints, written statements, applications and swear affidavits and to sign petitions and other necessary documents

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including Valalatnama and to appoint any Solicitor, Advocate, Pleader or other Legal Advisor with the necessary power and such again at pleasure, to revoke and appoint others in their place.

- (iv) To continue and conduct or defend any appeal, review, revision, arbitration in any Court or Tribunal or office against any order, judgment or decree made in suits, actions, proceedings, application etc.
- (v) Generally for and in the name and as the act and deed of the Company to make, execute and do all and every such further and other acts. Deeds, matters and things as shall be fit, requisite and necessary in and about the premises and for all or any of the purposes aforesaid and as the Company could do if acting in the premises.

And I, the said Managing Director of the Company and also for the said Company hereby agree to ratify and confirm whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents.

IN WITNESS WHEREOF I have hereunto signed this document on the date and place first above written in the presence of following witnesses.

EXECUTANT

WITNESSES: (1)  
(2)

**SPECIAL POWER TO ATTORNEY TO EXECUTE A SALE DEED**

KNOW ALL MEN BY THESE PRESENTS THAT THIS SPECIAL POWER OF ATTORNEY is executed at New Delhi on this 1<sup>st</sup> day of January 2004 by I, AB, .....(details) (hereinafter referred to as the EXECUTANT), DO HEREBY APPOINT, NOMINATE, CONSTITUTE AND AUTHORISE Sh. Y....(details), (hereinafter referred to as the ATTORNEY) AS MY TRUE AND LAWFUL ATTORNEY TO PERFORM ALL LEGAL ACTS MENTIONED HEREUNDER.

WHEREAS.....

AND WHEREAS.....(Mention few recitals like the purpose of making this SPA).

NOW THIS SPECIAL POWER OF ATTORNEY WITNESSETH AS UNDER:-

1. To receive from the purchaser or his heirs or assigns the sum of Rs.....being the price agreed to be paid to me by XY for the purchase of (description of property) under an agreement dated the.....and to give an effectual receipt and discharge for the same;
2. To execute a proper sale deed of the said property or any other deed or assurance necessary for the completion of the sale of such property and to get the same duly registered;

And I hereby agree to ratify and confirm whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents.

IN WITNESS WHEREOF I have hereunto signed this document on the date and place first above written in the presence of following witnesses.

EXECUTANT

WITNESSES: (1)  
(2)

\* \* \* \* \*

## SALE OF IMMOVABLE PROPERTY

Section 54 of the Transfer of Property Act, 1882 defines Sale as:

“Sale is a transfer of ownership in exchange for a price paid or promised or part-paid or part-promised.”

- The contract for sale of immovable property must be in writing.
- Section 55 of the Transfer of Property Act, 1882 lays down the duties, obligation and rights of the vendor and purchaser under an agreement of sale, as well as for sale in case of absence of contract to the contrary.
- Sale deed is chargeable with the stamp duty.
- Where the value of the immovable property is more than Rs. 100, it is required to be compulsorily registered.
- An agreement for sale and sale deed should clearly show: who are the parties to the contract (Vendor/Vendee or Vendor/Purchaser or Seller/Buyer); the subject matter; the intention to sell and buy; the price agreed and how it is to be paid and other terms of the contract.
- The contract for sale of immovable property is usually preceded by an agreement for sale

## AGREEMENT FOR SALE

THIS AGREEMENT is made at .....on this .....day of.....

BETWEEN

Mr. A aged.....s/o.....r/o..... (hereinafter referred to as the VENDOR which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the FIRST PART).

AND

Mr. B aged .....s/o.....r/o..... (hereinafter referred to as the VENDEE/PURCHASER which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the SECOND PART).

WHEREAS the Vendor is the absolute owner of the property bearing no.....admeasuring.....situated at.....(hereinafter referred to as the said property).

AND WHEREAS the Vendor has agreed to sell the said property to the Vendee at the price and on the conditions mentioned hereinafter.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Vendor hereby agrees to sell, transfer and convey the said property in favour of the Vendee.
2. That the consideration of Rs....is to be paid by the Vendee to the Vendor. Rs.....is to be paid at the execution of this agreement as earnest money. Rs....on.....(date) and lastly Rs....at the time of final sale deed.
3. The Vendor acknowledges the payment of Rs....as earnest money paid in cash/cheque/dd no...drawn on .....(Bank name and Branch) by Vendee.
4. The Vendor shall make out a marketable title to the said property free from encumbrances and reasonable doubts.
5. The Vendor shall deliver to the Vendee the title deeds relating to the said property in his possession and power on execution of these presents for inspection and investigation of the title by the Vendee or his advocate.
6. The Vendor agrees to apply for, obtain and furnish unto the Vendee all such permissions as may be necessary under the laws for registration of Sale Deed.
7. The Vendor and the Vendee hereby agree that the sale will be completed within six months from the date hereof.
8. All the taxes, levies etc due and payable against the said property shall be paid by the Vendor till the completion of sale and thereafter it will be the responsibility of the purchaser. The Vendor shall handover all the tax receipts etc. duly paid to the Vendee at the time of completion of sale.
9. The Vendor agrees to handover actual, physical and vacant possession of the said property unto the Vendee at the time of sale deed.
10. That the expenses towards the payment of stamp duty, registration charges and all other incidental expenses for agreement for sale and sale deed shall be borne out by the Vendee.
11. If the Vendor fails to make out the clear marketable title to the said property as aforesaid then the Vendee will have the right to cancel this agreement by giving

atleast fifteen days notice to the Vendor and after the expiration of fifteen days the agreement shall stand terminated and the Vendor agrees to return the earnest money to the Vendee.

12. If the Vendee fails to perform his obligations under this agreement within the time stipulated then the Vendor shall be entitled to cancel this agreement by giving atleast fifteen days notice in writing to the Vendee. On termination the Vendor will be entitled to forfeit the earnest money paid by the Vendee.

#### SCHEDULE OF PROPERTY

Details of the property to be mentioned.

IN WITNESS WHEREOF parties hereunto have signed this document on the date and place first above written in the presence of following witnesses.

VENDOR

VENDEE

WITNESSES: (1)  
(2)

**SALE DEED FOR RS. 2,50,000/-**

THIS SALE DEED is made at .....on this .....day of.....

**BETWEEN**

Mr..... aged.....s/o.....r/o..... (hereinafter referred to as the VENDOR which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the FIRST PART).

**AND**

Mr..... aged .....s/o.....r/o..... (hereinafter referred to as the VENDEE/PURCHASER which expression shall, unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns of the SECOND PART).

WHEREAS the vendor purchased a freehold residential plot measuring 300 sq. yds. and bearing No.170 in 'M' Block of the residential colony known as Greater Kailash Part-II, New Delhi vide sale deed dated 6.8.85 registered in the office of the Sub-Registrar, New Delhi as document No. 5560 Addl. Book No. I, Vol. No. 5318 at pages 136 to 152 on 6.8.85.

The aforementioned plot is bounded as under :-

EAST ... ROAD	NORTH ... PLOT NO. M-168
WEST... SERVICE LANE	SOUTH... PLOT NO. M-172

AND WHEREAS the Vendor after purchasing the said plot, got the building plan sanctioned from the Municipal Corporation of Delhi vide their letter/file No. 400/B/85 dated 13.12.85. Then the Vendor caused construction thereon of residential building on different floor levels.

AND WHEREAS the Vendor to sell and the Vendee has agreed to purchase part of Basement (760 Sq. ft. approx), one front Bed Room if First Floor (with attached bath room and small balcony) of the said building on 'as is where is' basis for a total consideration of Rs. 2,50,000/- (Rupees two lacs and fifty thousand only) on the terms and conditions setforth hereinafter.

**NOW THIS SALE DEED WITNESSES AS FOLLOWS:**

1. That in pursuance of this agreement, the Vendor has already received from the Vendee a sum of Rs. 2,00,000/0 (Rupees two lacs only) as part sale consideration, the receipt of which the Vendor hereby admit and acknowledge.
2. The balance amount of Rs. 50,000/- (Rupees fifty thousand only) has been paid by the Vendee to the Vendor by cheque No. 010806 dated 29.9.86 drawn on Central Bank of India, Kalkaji, New Delhi-110019.

3. That in view of the amount of sale consideration received as per para 1 above, the Vendor hereby grant, convey and transfer all his rights, titles and interests as held on the date hereof in the said part of basement and part of First Floor of M-170, Greater Kailash Part-II, New Delhi together with undivided, indivisible and impartible proportionate ownership rights on the land underneath the said building, on the terms and conditions contained herein, provided that common staircase, water tanks and other common facilities, fittings etc. shall be used and enjoyed by the Vendee alongwith other owners/occupants of the said building.
4. That the Vendor is free to sell the remaining portion (s) of the said residential building to any other party/parties with common rights for use of common entrances, common passages, staircases, water tanks, common facilities etc. and the Vendee will not make any objection thereto.
5. That the Vendor assures that the sale of the said residential portion/domestic storage space is free from attachment, tenancies gifts, decree, prior sale and religious disputes and if it is proved otherwise at any time and the Vendee suffers any loss due to any of the aforementioned reasons, then the Vendor shall be liable to make good the loss thus suffered by the Vendee.
6. That the Vendee has perused the original title deed, sanctioned plans. Sale plans etc. and has fully satisfied herself.
7. That the Vendee/occupants shall have no right to use or affix or exhibit any display boards or any big writing or any sign boards at the external face of the said building.
8. That all expenses of registration, Corporation tax etc. have been borne and paid by the Vendee.
9. That charges for maintenance/consumption for common amenities such as lights in staircases etc. and booster and charges for major repairs etc. shall be paid by the owners of all the portions proportionately.
10. That all taxes from the date of the Agreement to sell the said portion shall be borne and paid by the Vendee. If assessment of taxes is not made separately for each portion, then all the owners of the said building shall pay such charges proportionately directly to the authorities concerned and the Vendor shall in no way be responsible for the same.
11. That the Vendee shall keep the said property in properly repaired and good condition and shall not do anything or omit to do anything which may endanger or affect the other portions of the said building or hinder the proper and reasonable use of such portions by the other owners/occupants of the said building.
12. That the existing use of the said portion of first floor is residential and that on Basement domestic storage. The Vendee shall neither use the said portion for any illegal, immoral or commercial purpose nor use it so as to cause annoyance or nuisance to the other owners/occupants of the said building. Common parts e.g. staircase, passage, driveway etc. will in no case be used for keeping/chaining pets/dogs or any other animal/bird or storing cycles, scooter, motor-cycles etc.
13. The Vendee has also satisfied herself about the soundness of the title of the Vendor and his power to sell the said portion in the manner stated herein.

14. While building is under construction, the Vendee shall have the right to make at her own discretion any internal alternations (except structural) in the said portion at her own cost and expenses.
15. That the Vendee shall not construct anything whatsoever upon or over hanging the said land or the portion of the said land kept uncovered and unbuilt upon the building (including terrace). The Vendee shall not make any alterations involving structural changes in the said protion/building. The Vendee shall have no right to use the terrace at the top of the building.
16. That the Vendee and owners/occupants (alongwith servants/workmen) of all the portions of the said building will have full right for access to booster pump (tubewell), water meter, sewer tank, overhead water tank etc. at all reasonable times only on notice (except in the case of emergency) to get their underground and overhead tanks, booster pump etc. repaired/cleaned.
17. That photostat copies of title deeds etc. have been handed over by the Vendor to the Vendee and physical, vacant possession of the said floor/portion has also been taken by the Vendee.
18. That this transaction has taken place at New Delhi. As such Delhi Court shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this deed.

**SCHEDULE OF PROPERTY**

Details of the property to be mentioned.

IN WITNESS WHEREOF parties hereunto have signed this document on the date and place first above written in the presence of following witnesses.

VENDOR

VENDEE

WITNESSES: (1)  
(2)

\* \* \* \* \*

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**LEASE DEED**

THIS LEASE DEED is made and executed at Delhi on .....(Date)

BETWEEN

Smt. Sudarshan Kaur W/o Sh. Paramjit Singh R/o H. No. M-170, Greater Kailash-II, New Delhi hereinafter referred to as the LESSOR, which expression shall unless excluded or repugnant to the context to be deemed to include legal heirs i.e. Mr. Paramjit Singh, Husband of Lessor herein, successors, executors, administrators, representatives and assigns of the FIRST PART.

AND

M/s. Dave Thomson Associates (India) Pvt. Ltd. having its registered office at Satyug-Villa 1<sup>st</sup> Floor, 5, Gurunanak Nagar off Shankarshet Road, Pune through, their Director Mr. H. R. Srinivas to enter into these presences hereinafter referred to as the LESSEE which expression unless excuded or repugnant to the context shall include and mean, successors, successors in interest and assigns of the SECOND PART.

WHEREAS the Lessor has represented to the Lessee that she is the owner/landlady of the Basement portion of the construction at M-170, Greater Kailash-II, New Delhi admeasuring 760 Sq. ft. approximate covered area in the said premises and is desirous of letting out the same, hereinafter referred to as the demised premises.

AND WHEREAS the Lessee has offered to take the demised premises on Lease and the Lessor has agreed to let out the same on the terms and conditions hareinafter specified.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That the Lessor hereby conveys to the Lessee the basement portion of the said premises admeasuring 760 Sq. ft. Approx for a period of 24 months with effect from 1<sup>st</sup> Sept. 1993 at a monthly, rent of Rs. 4000/- (Rs. Four thousand only) exclusive of Electricity, water charges, actual bills/ rental charges of Telephone/Fax whenever installed in the demises premises.
2. That the Lease will be for an initial period of 24 months with effect from 1<sup>st</sup> Sept. 1993, in case the Lease is reminded at the option of the Lessor and with an enhances increase of 10% of rent payable per annum immediately after expire of every 12 months period. The duration of Lease period 24 months is the essence of this agreement with the provision that both, the Lessor and the Lessee have the right to either terminate the Lease even before the expiry of the Lease period, by giving 3 months written notice. The Lease is therefore for a fixed period of 24 months w.e.f. 1<sup>st</sup> Sept. 1993 ending on 31<sup>st</sup> Aug. 1995

thereafter the Lessor shall have the option to renew the Lease for a further period of 2 years at the terms and conditions as laid out by the Lessor.

3. That on the date of execution of this Lease Deed the Lessee had paid a sum of Rs. 36000/- (Rs. Thirty Six Thousand only) vide pay order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on.....as security deposit which will be kept by the Lessor for the due performance of the terms and conditions of this Lease, free of interest. On termination of the Lease, the Lessor shall refund the security deposit/unadjusted Advance rent, if any. In case the Lessor fails to refund the security Deposit/balance advance rent, the Lessee shall be entitled to charge interest 21% P.A. from the date of termination of Lease till the date of refund. Additionally, the Lessee shall be entitled to hold possession of the property till the refund of security deposit/unadjusted advance rent alongwith interest, if any is made without payment of rent/Lease money. This will be applicable only on production of documentary proof by the Lessee to the Lessor that all dues pertaining to electricity and any other charges payable by the Lessee have been cleared upto date.
4. The Lessee covenants with Lessor as under :
- i) That the Lessee agrees to pay a monthly rent of Rs. 4000/- (Rs. Four thousand only) mentioned above on or before 7<sup>th</sup> day of every month.
  - ii) The Lessee agree to carry out minor repairs or replacement of broken parts in electrical and sanitary installations and glasses himself, but major repairs pertaining to the structure of the house will have to be done by the Lessor, as and when considered necessary by him. However, the Lessee shall handover the vacant physical possession to the Lessor on termination of this Lease in the same conditions as it has been handed over to him on 1-9-93.
  - iii) That the Lease is for a period of 24 months only commencing from 1-9-93. The Lessee shall give vacant possession of the premises to the Lessor after the expiry of the Lease period.
  - iv) That the Lessee shall duly comply with all the local rules and regulations of local authorities with regard to the use of the premises.
  - v) That the Lessee shall pay the electricity charges in accordance with the bills at rates determined by DESU and accordance with bills/demands received from DESU, NDMC including meter rents etc. The meter readings on the date of possession will be duly recorded.
  - vi) That the demised premises have been let out to the Lessee for authorised use only.
  - vii) That the Lessee shall permit the Lessor or his duly authorised agents during reasonable hours in the day time to enter upon the demised premises for inspection of the Lessor's fixtures and fittings therein, and the premises as may be deemed fit by the Lessor.

- viii) That the Lessee at the expiry of this Lease shall deliver peaceful and vacant possession of the demised premises to the Lessor together with the fittings and fixtures installed in good condition as the same are at present, reasonable wear and tear and damage by fire, earthquake, civil commotion, act of God excepted including lightening to fittings etc. but excluding telephones, fax computers and air conditioners. No fixtures, wood work etc. carried by the Lessee shall be removed/damaged at the time of handing over vacant possession of the demised premises.
- ix) That the Lessee shall not make any alteration of permanent nature within the premises as well as in the open space, without the written consent of the Lessor.
- x) That the Lessor shall not interfere with the peaceful enjoyment of the property by the Lessee whether directly or indirectly.
- xi) That the Lessee shall keep the premises in good tenable condition and shall not cause any loss/ damage to it, subject to normal wear and tear of the premises.  
The Lessee shall observe and perform at all time during the continuance of the terms hereby created all the terms and conditions herein as contained.
- xii) That the Lessee shall in the event of unfortunate and unseen demise or incapacitation of Lessor will for all purposes treat Mr. Paramjit Singh, Husband of Lessor as the rightful receipt of rents or any other dues payable by the Lessee as per the terms set forth above in this deed without any let or hindrances. The said Mr. Paramjit Singh will have the full authority to enforce any or all provisions contained in this agreement. He shall be my sole beneficiary and executor.
- xiii) That the Lessee will not park any motor car or any other vehicle in this outer drive way of the premises at any time both inside and outside the main gate.

5. That the Lessor hereby covenants with Lessee as follow:-

- i) That the Lessor has good right and full power and absolute authority to Lease the demised premises to the Lessee in manner herein contained.
- ii) To observe and perform at all times during the continuance of their terms hereby created, all the terms and conditions contained in the Lease by virtue of which the Lessor is holding the said premises and to keep the Lessee indemnified against any breach or consequences thereof.
- iii) To pay discharge all rates and taxes whether Municipal or otherwise and to her assessments and outgoing which are payable in respect of Lessor failing to pay any such amount when the same shall fall due for payment, the Lessee shall be entitled to pay the same on behalf of the Lessor and to deduct the amount so paid from the rent payable by the Lessee to the Lessor hereunder.
- iv) To comply with, at his own cost, all requirements and regulations of the Municipals or other lawful authority concerning the demised premises to be observed by the owner/landlady.

- v) That the Lessee paying the Lease money hereby reserved and performing the several covenants conditions and agreements herein contained and on its part to be observed and performed, the Lessee shall peaceably hold and enjoy the demised premises together with the Lessor fixtures and fittings therein during the said terms without any interruption or disturbance from or by the Lessor or any person claiming through under or in trust for the Lessor.
6. It is hereby mutually agreed and declared by the parties hereto as follows :-
- i) In the event of the demised premises or any part thereof being destroyed or damaged by fire, earth quake, flood war air raid civil commotion, riots or other act of God or irresistible force during the period of the Lease, this Lease shall at the option of the Lessee be terminated. And in the event of the Lessee being desirous of any part thereof as the case may be so as to enable the Lessor to repair the damage or reinstate the same and the rents hereby reserved shall remain suspended till the demised premises or any part thereof as the case may be reinstated or restored to its former state and possession if delivered over to the Lessee for the remaining part of this Lease, if any.
- ii) That in the event of any dispute or difference arising out of this agreement, the matter will be referred to the Arbitrator approved by common consent of both the parties and his decision will be binding on both parties.
- iii) That the parties to the agreement have specifically agreed that considering the location, accommodation, and condition of the said property, the Lease rent is fair rent and in consonance with the property, market rates.
- iv) That the terms and conditions of this agreement as stated above shall be binding on both the parties.
- v) If the rents or other amounts due under the Lease deed or any part thereof shall remain unpaid for more than one month and if any covenant on the Lessee's part herein contained shall not be performed or observed by the Lessee and shall continue to do so for the period of 30 days after written notice by the Lessor thereof to the Lessee then and in any of the said cases it shall be lawful for the Lessor to reenter the demised premises or upon any part thereof in the name of the whole and the Lease shall thereupon be terminated, but without prejudice to any claim or action or remedy which either of the parties may have against the other as on that date in respect of any branch, non-performance or non-observance of the covenants or conditions herein contained.
- vi) The Lease shall automatically come to an end determined on the expiry of the Lease period. Hence peaceful and vacant possession of the demised premises will be deemed to have been handed over by the Lessee to the Lessor.
- vii) The cost of preparation of the original Lease and duplicate thereof and stamps and registration fee and in connection with the same shall be borne and paid by the Lessee. The Lessor shall retain the original of the Lease deed and the Lessee the duplicate thereof.

IN WITNESS WHEREOF, these presents have been executed by the parties hereto on the day, month and year first mentioned herein above in presence of witness:

LESSOR  
LESSEE

Witnesses:           (1)                   (2)

**Note: Read Section 105 to Section 111 of the Transfer of Property Act, 1882.**

**MORTGAGE DEED**

THIS DEED OF MORTGAGE is executed at Delhi on this 31st day of January 2017  
BY

Mr. A son of Sh. \_\_\_\_ resident of \_\_\_\_ hereinafter called the MORTGAGOR, which expression shall mean and include his heirs, legal representatives, executors, administrators and assigns of the First Part;

**IN FAVOUR OF**

M/s ABC Ltd., A company incorporated under the Companies Act having its registered office at \_\_\_\_ hereinafter called the MORTGAGEE, which expression shall mean and include its successors.

WHEREAS the Mortgagor has vide Lease-deed dated 5.1.1988 purchased / taken on perpetual Leases from the President of India, a vacant residential plot bearing Municipal No. A-25 situated at Ashok vihar , Delhi

AND WHEREAS per the terms of the said perpetual Lease-deed, the Mortgagor is required to construct a residential building on the aforesaid vacant plot of land;

AND WHEREAS the Mortgagor is not possessed with the financial means to undertake the construction of the residential building on the aforesaid plot of land;

AND WHEREAS the Mortgagee, with whom the Mortgagor is presently employed, has agreed to advance a lone of Rs.2,00,000/- ( RUPEES Two lakhs only ) to the Mortgagor, and which loan shall be utilized by the Mortgagor towards the construction of a residential house on the above vacant plot of land.

AND WHEREAS in consideration of the aforesaid amount of Rs. 2,00,000/- borrowed by the Mortgagor from the Mortgagee, the Mortgagor has agreed to execute this Mortgageed, deed of the vacant plot of land in favour of the Mortgagee.

NOW THIS DEED, THEREFORE WITNESSES AS UNDER:

1. The Mortgagor admits and acknowledges that he owes a sum of Rs.2,00,000/- to the Mortgagee on the basis of promissory note and receipt dated 1.6.1990 executed by him in favour of the Mortgagee.

2. The Mortgagor shall be lible to pay interest on the above stated principal sum of Rs. 2,00,000/- @Rs. 12/- per cent per annum form the date of the loan until payment and in this manner the total charge of the referred property of the Mortgagor shall be the principal sum of Rs. 2,00,000/- and interest accruing thereupon.

3. The Mortgagor will pay to the Mortgagee the said sum of Rs. 2,00,00/- in equal monthly installment of Rs.2000/- per month on or before the 31<sup>st</sup> December, 2000 and in the meantime interest thereon or on such thereof as shall for the time being remain unpaid, at the rate of 12% percent per annum by half yearly payments on the 30<sup>th</sup> day of June and the 31<sup>st</sup> day of December in each year.

4. That any interest not paid on the due dates shall be treated as principal and added to the principal sum hereby secured and bear interest at the rate and payable on the half yearly days aforesaid.

5. In consideration of the aforesaid, the Mortgagor hereby transfer by way of simple mortgage to the Mortgagee, a vacant residential plot bearing Municipal No. A-25, Ashok Vihar, Delhi.

6. By this deed, the Mortgagor also mortgages to the Mortgagee any building and all other permanent structures that shall be built on the aforesaid vacant plot by the Mortgagor.

7. The Mortgagor hereby covenants with the Mortgagee as follows :

(i) That the said premises are free from all encumbrances and the Mortgagor undertakes that until the entire principal amount and interest, if any due, is not paid back to the Mortgagee, the Mortgagor shall not create any fresh mortgage, charge, pledge, or in any other manner, alienate the corpus or his interest in the aforesaid property to any third person.

(ii) If the Mortgagor fails to pay the sum with interest after it has become payable under the provisions of the this deed, the Mortgagee shall, in addition to any other remedy available to him under the law, have the power to sell without the intervention of a Court the mortgaged property or any part thereof for the realization of the money due to it hereunder.

(iii) During the continuance of the Mortgage, the Mortgagor shall keep any building or permanent structure erected on the aforesaid plot of land insured against damage by fire in the name of the Mortgagor with an Insurance Company and shall punctually pay all premium on such insurance and shall produced to the Mortgagee on demand, the policy of such insurance and the receipt for the premium so paid.

Provided always, that if the Mortgagor shall make default in any of the above matters, the Mortgagee may, in its discretion, insure and keep insured all or any of the said building and permanent structures to the amount aforesaid and that the expenses of doing shall be repaid to it by the Mortgagor on demand, and until so paid shall be added to the principal money hereby secured and bear interest accordingly and be secured in the like manner as the said principal.

IN WITNESSES WHEREOF the Mortgagor has executed this document on the date, first above written.

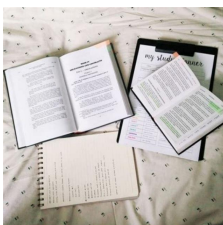
MORTGAGOR

MORTGAGEE

WITNESSES

- 1.
- 2.

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*Law College Notes & Stuffs*

**PARTNERSHIP DEED**

THIS DEED OF PARTNERSHIP is executed at New Delhi on this 20<sup>th</sup> day of January, 2004

BETWEEN

Sh. X S/o \_\_\_\_\_ R/o \_\_\_\_\_, hereinafter called 'THE FIRST PARTY' which expression shall mean and include his heirs, successors, executors and legal representatives.

AND

Sh. Y S/o Sh. \_\_\_\_\_ R/o \_\_\_\_\_, hereinafter called 'THE SECOND PARTY' which expression shall mean and include his heirs, successors, executors and legal representatives.

WHEREAS the First Party is in occupation as a tenant of property measuring 1000 sq. ft. on the ground floor bearing No. E-1 Ram Nagar, Delhi.

AND WHEREAS the First Party is desirous of carrying on the business of interior decoration and the Second Party, being experienced in this trade, has approached the First Party to run this business with him jointly in partnership.

AND WHEREAS the parties have agreed to commence and run the business of interior decoration, furnishing, manufacture and sale of furnishing, manufacture and sale of furniture, soft furnishing and accessories in partnership.

NOW, THEREFORE, THIS DEED WITNESSES AS UNDER:

1. The name and style of the this partnership business shall be M/s XYZ
2. The business of this partnership shall be considered to have commenced on 20<sup>th</sup> day of January, 2004
3. That the principal place of business of this partnership shall be at . E-1 Ram nagar, Delhi. However, the same may be shifted or carried on elsewhere as well with the mutual consent of both the parties from time to time.
4. That the business of the partnership shall be interior decoration, furnishing, manufacture and sale of furniture, soft furnishing and accessories. However, the parties will also be entitled to extend their activities into business or manufacturing of any other item as well.
5. The shares of the parties in the profits and losses shall be as follows :
  - i) First Party – 51%
  - ii) Second Party – 49%
6. The initial capital has been contributed by both the parties by investing a sum of Rs. 15,000/- each. If and when more funds are required for the business, the partners shall invest the same. However, any capital investment of the partners shall not carry any interest. In case loans or deposits are raised from outside i.e. friends and relations of the partner or the financial institutions then only those loans or deposits, which are taken with the written consent of both the partners and are entered in the books of accounts of the partnership, shall be binding on the firm. The partnership shall maintain regular books of accounts in accordance with the customs of trade and all dealings of the partnership shall be duly recorded in the same. The account books etc. shall be maintained in the place of business at . E-1 Ram Nagar, Delhi.

7. Each of the partners shall be entitled to withdraw a sum of Rs. 2000/- every month which shall be adjustable in the final profit and loss account to be prepared every year.
8. The First Party shall also be entitled to withdraw a sum of Rs. 5000/- per month towards the rent he is paying to the Landlord in respect of the portion of property No.E-1 Ram Nagar, Delhi
9. The tenancy rights in respect of property No. . E-1 Ram Nagar, Delhi shall always vest in the First Party and whenever the partnership is dissolved for any reason whatsoever, the Second Party shall not be entitled to any right, title or interest in the same.
10. That the partnership shall maintain proper books of accounts in the normal course of business at the principal place of its business and the same shall always be open for inspection to the partners.
11. That the first accounting period of the partnership shall close on 31<sup>st</sup> March, 2005 and thereafter the financial year, shall run from 1<sup>st</sup> April every year to 31<sup>st</sup> March of the subsequent of the English calendar.
12. That the bank accounts of the partnership and / or its branches shall be operated under the signatures of any of the partners.
13. That at the close of the accounting period / year, a trial balance, profit and loss account and balance-sheet etc. shall be prepared and the profit and loss in the ration enumerated above shall be credited / debited to the capital account of the partners.
14. That either of the parties would not be entitled to carry on similar or competitive trade individually or in partnership and in any other manner.
15. The partnership shall be at Will. However, whenever any party intends to dissolve the same or retire from the same, he shall give an advance notice of 15 days to the other party and during the period of notice, profit and loss account, balance sheets shall be completed to finalize the accounts in between as partiers as well as with the outsiders.
16. That in the event of any dispute arising between the partnership with respect to any clause of this document or the working of the partnership or for anything indicated thereof, the same shall be decided by arbitration in accordance with the provisions of the Arbitration Act and by no other process.
17. That in all other matters not provided herein, the partnership shall be governed by the Indian Partnership Act as applicable from time to time.

IN WITNESS WHEREOF the parties have signed this document on the date first above written in presence of the following witnesses.

FIRST PARTY  
SECOND PARTY

WITNESSES                    (1)            (2)

**DEED OF DISSOLUTION OF PARTNERSHIP**

THIS DEED OF DISSOLUTION is executed at Delhi on this 31<sup>st</sup> days of January,2004

BETWEEN

A son of \_\_\_\_\_ resident of \_\_\_\_\_, hereinafter called 'THE FIRST PARTY', which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs, successors, executors and legal representatives.

AND

B son of \_\_\_\_\_ resident of \_\_\_\_\_, hereinafter called 'THE SECOND PARTY', which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs, successors, executors and legal representatives.

WHEREAS the parties have been carrying on business in partnership under the name and style of 'M/s ABC', from premises bearing No. . E-1 Ram Nagar, Delhi, on the basis of a partnership deed executed between them on 20<sup>th</sup> March, 2002;

AND WHEREAS it has been mutually decided by the parties hereto to dissolve this partnership and to reduce the terms of this dissolution into writing;

NOW, THEREFORE, THIS DOCUMENT WITNESSES AS UNDER:

1. That the partnership constituted by the parties hereto vide the partnership deed dated 20.3.2002 on the basis of which business under the name and style of 'M/s. ABC' was carried at premises No. . E-1 Ram Nagar, Delhi has been dissolved with effect from today i.e. 31.1.2004.
2. That all the accounts of the partnership have been agreed and understood by the parties and all trading results, profits and losses and personal debit and credit entries and balances, have been checked and accepted by them as per the account books.
3. That all records, account books, etc. of the dissolved partnership have been delivered to the First Party hereto, who shall be responsible to notify all concerned authorities about the fact of this dissolution and shall also be responsible to get the assessments, if any pending, completed.
4. That the First Party shall produce the account books of the partnership, whenever reasonably required by the Second Party, either before the assessment authorities or before any other authority.
5. That the partners shall be liable for their individual taxes. However, any taxes or payments raise against the dissolved partnership, shall be met by the individual parties, in accordance with his ratio of profits and losses in terms of the partnership deed.
6. That none of the parties shall be liable for any liability raised by the other in the name of the erstwhile partnership firm.

7. Without prejudice to any rights and remedies herein contained, each of the parties hereto hereby releases and discharges the other from all actions, proceedings, claims and demands on account of the said partnership.
8. That it is mutually agreed if any dispute arises between the parties in relation to present Dissolution Deed then the same shall be referred to the Sole Arbitrator to be appointed by continuing partner under the provisions of Arbitration and Conciliation Act, 1996, and place of arbitration shall be at New Delhi.

IN WITNESS WHEREOF the parties have signed this document on the date first above written in presence of the following witnesses.

FIRST PARTY  
SECOND PARTY

WITNESSES            (1)        (2)

### HIRE-PURCHASE AGREEMENT

AN AGREEMENT made this 18th day of July one thousand Nine hundred and Eighty Eight BETWEEN AB etc. (hereinafter called 'The Owner' which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors administrators, legal representatives and assigns) of the One Part AND CD etc., (hereinafter called 'The Hirer' which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the Other Part.

WHEREAS it is agreed as follows:

(1) The owner will let and the hirer will take on hire the pump set fully described in the schedule hereto annexed for a term of.....months from the date hereof at a rent of Rs.....(.....only) to be paid by instalments in the manner hereinunder stated subject nevertheless the termination clause hereunder contained.

(2) The hirer has already paid to the owner the sum of Rs.....(Rupees.....only) being the first month's rent (the receipt of which sum the owner hereby acknowledges), and the hirer shall continue to pay as installment of such rent on the .....day of each succeeding month during the said term, the next payment to be made on the.....day of.....

(3) The hirer shall, until and unless all instalments or rents are paid keep and maintain the said pumping set in good order and condition and preserve it against loss or injury by theft etc. (reasonable wear and tear being expected), and make good all damages accidental or otherwise, and allow the owner, his agent or servants to inspect the same whenever demanded.

(4) In the event of the goods being damaged or destroyed beyond repairs or replacement or lost by fire, theft or in other cause, the hirer shall nevertheless remain liable for and pay the owner of the remaining installments due on the goods.

(5) The hirer shall not, without the owner's previous written consent, remove or permit removal of the said pump set from the above address of the hirer. The hirer shall not, until and unless he become the full owner, sell, assign, pledge or otherwise transfer the pump set or subject the pump set or hire suffer any decree or order of any Court whereby the pump set may be attached or charged or otherwise ceased or taken in execution nor commit any act or insolvency nor enter into any scheme or composition with his creditors.

(6) If the hirer fails and/or neglects to carry out any of the terms of this agreement the owner may without prejudice to his right to recover any areas of rent and damages for breach of this agreement terminate the hiring and retake possession of the said pump set, where the same shall be in the possession of the hirer or of any other person and for that purpose the hirer hereby gives the owner, his agents or servants all facilities to enter in or upon any premises occupied by the hirer, to search for, seize and retake possession of the said pump set without being liable in any way for any action for trespass or otherwise or at all.

(7) Notwithstanding anything herein before contained, the hirer may terminate this agreement at any time by surrender and return of the said pump set to the owner but nevertheless he shall remain liable for the balance of interest still to be paid.

(8) The hirer may, at any time during the time of hiring, become the absolute owner of the said pump set hereby hired by paying the owner all arrears or rent, if any, and all rents which would become due on this agreement during the said term without any discount or deduction or subject to a discount of Rs.....(Rupees.....only) on all payments anticipated.

(9) The hirer shall keep the aforesaid pump set insured against fire, theft, injury, accident in the name of the owner or in their joint names and regularly and punctually pay each premium as and when the same shall become due.

(10) Any time, concession or indulgence granted or shown on the part of the owner will not prejudice his rights under this agreement.

IN WITNESS WHEREOF the parties hereto put their signature in the deed.

Witness.....

Signature of the Owner

Witness.....

Signature of the Hirer

\* \* \* \* \*

**DEED OF A FAMILY SETTLEMENT BETWEEN  
RIVAL CLAIMANTS OF AN ESTATE**

THIS DEED OF FAMILY SETTLEMENT is made on the.....day  
of.....Between AB, CD, EF and GH.

WHEREAS .....

Recitals

(1) XY, owner of the property mentioned in Schedules J, K, L, M and N dies on  
the.....

(2) AB claims the whole of the said property as the adopted son of XY and the  
other parties deny the alleged adoption;

(3) CD claims the whole property as the widow of XY and the other parties deny  
that she is his widow and assert that she was XY's mistress;

(4) EF claims the whole property as the son of Z, a sister of Xy but the other  
parties deny his claim, alleging that EF is not the son of Z but is the son of Z's husband  
by another wife;

(5) GH claims the whole property as a collateral of XY;

(6) Each of the four parties has obtained possession of a small portion of the  
estate of XY and has put in the an application for mutation of his name on the whole of  
the estate;

(7) As the prosecution of the mutation cases and of the civil suits which will  
necessarily follow, the final decision in the mutation cases will entail heavy expenditure  
and is likely to ruin the parties, besides further accentuating the existing disharmony  
among them, the parties on the advice of mutual friends and relations and after taking  
competent legal advice to ensure amity and goodwill have agreed to settle the dispute  
amicably by a family settlement in the following manner.

(8) All the conditions of the proposed family settlement have been fully explained  
to CD by her counsel shri.....and CD has in consultation with  
Shri.....fully examined and considered the same and has given her free consent  
to them.

**TERMS OF SETTLEMENT**

Now this Deed Witness and the parties are as follows :

(1) AB, EF and GH shall be absolute owners of the properties mentioned in  
Schedules J, K and L respectively;

(2) CD shall be owner of the property mentioned in Schedule M for life and shall  
have no right to alienate except with the consent of AB, EF and GH or in the case of  
death of either of them, with the consent of the survivor of survivors and of the heirs of  
the deceased, and on the death of CD, the property shall devolve upon AB, EF and GH  
or their respective heirs in equals shares;

---

(3) The property mentioned in Schedule N shall be set apart for the upkeep and other expenses of the temple of.....at.....which was built by XY deceased and shall remain in possession of GH in trust for this purpose. GH will apply the whole of the income of the property after deducting. Government revenue, cesses, taxes and expenses of collection, on the upkeep of the temple and other necessary expenses in connection with the temple. After the death of GH, his eldest male heir and after him his eldest male heir and so on shall be the trustee provided he is able and willing to act as such trustee.

IN WITNESS WHEREOF the parties have signed on the date first above written in the presence of following witnesses

Witness

(1)

(2)

Signature

\* \* \* \* \*

**RELINQUISHMENT DEED**

THIS DEED OF RELINQUISHMENT is executed at Delhi on this 3<sup>rd</sup> day of July, 1990

BY

1. Smt. Avadh wife of Sh. \_\_\_\_\_ daughter of late Sh. X, Resident of \_\_\_\_\_
2. Smt. Bala wife of Sh. \_\_\_\_\_ daughter of late Sh. X, Resident of \_\_\_\_\_
3. Smt. Chand wife of Sh. \_\_\_\_\_ daughter of late Sh. X, Resident of \_\_\_\_\_
4. Sh. Devi lal Son of late Sh. X, resident of \_\_\_\_\_ Delhi.

Hereinafter called the RELEASORS which expression shall, unless repugnant to the context or meaning hereof, mean and include their heirs, successors, legal representatives and executors, of the FIRST PART.

IN FAVOUR OF

Smt, Ragini, wife of late Sh. X, resident of \_\_\_\_\_, Delhi, hereinafter called the RELEASEE which expression shall, unless repugnant to the context or meaning hereof, mean and include her heirs, successors, legal representatives and executors, of the SECOND PART.

WHEREAS late Sh. X was the sole and absolute owner of property bearing No.\_\_\_\_, Delhi consisting of double Storey house built over an area of 200 sq yds;

AND WHEREAS the said Sh. X expired on 25<sup>th</sup> April, 1990;

AND WHEREAS releasors No. 1 to 3 are the daughters of late Sh. X Releassor No. 4 is the son and the Releasee is the wife of late Sh. X. and each has got 1/5<sup>th</sup> share in the above mentioned house according to the law of inheritance;

AND WHEREAS besides the Releasors and the Releasee, there is no other legal heir of the deceased or anybody else is entitled to or claims any right, title or interest in the above mentioned property;

AND WHEREAS the Releasors are desirous of giving up their 4/5<sup>th</sup> share in the above mentioned property in favour of the Releasee on account of natural love and affection without receipt of any consideration amount from her.

NOW THIS DEED OR RELINQUISHMENT WITNESSES AS UNDER:

1. That the Releasors voluntarily, without any outside pressure from any side and in their full senses give-up and release all their right, title and interest in property

No.\_\_\_\_, Delhi alongwith the land beneath the same measuring 200 sq. yds in favour of the Releasee without taking or receiving any consideration from them to the extent of their 4/5<sup>th</sup> share and now the Releasee is the absolute and the sole owner of the above mentioned property. (4/5<sup>th</sup> share of the Releasors and 1/5<sup>th</sup> share of the Releasee herself).

2. That the Releasors, their heirs, successors and assigns have been left with no claim, title or interest in the property hereby relinquished and the Releasee is the sole and absolute owner thereof.
3. That the possession of the above mentioned property is exclusively with the Releasee and the Releasee is entitled to continue the same.
4. That the Releasee is fully entitled to get the above mentioned property mutated and transferred in her name on the basis of this deed of Relinquishment.
5. That the original sale-deed and other relevant papers regarding the above mentioned property are with the Releasee.

IN WITNESS WHEREOF the Releasors ad the Releasee have set their respective hands to this deed of Relinquishment at Delhi on the date mentioned above.

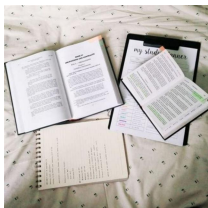
RELEASORS

RELEASEE

WITNESSES :

1. Mr. P son of \_\_\_\_\_  
Resident of \_\_\_\_\_
2. Mr. Q son of \_\_\_\_\_  
Resident of \_\_\_\_\_

\* \* \* \* \*



*Law College Notes & Stuffs*

**RELINQUISHMENT DEED**

THIS DEED OF RELINQUISHMENT is executed at Delhi on this 3<sup>rd</sup> day of July, 1990

BY

Smt. Avadh wife of Sh. \_\_\_\_\_ daughter of late Sh. X, Resident of \_\_\_\_\_

Smt. Bala wife of Sh. \_\_\_\_\_ daughter of late Sh. X, Resident of \_\_\_\_\_

Smt. Chand wife of Sh. \_\_\_\_\_ daughter of late Sh. X, Resident of \_\_\_\_\_

Sh. Devi lal Son of late Sh. X, resident of \_\_\_\_\_ Delhi.

Hereinafter called the RELEASORS which expression shall, unless repugnant to the context or meaning hereof, mean and include their heirs, successors, legal representatives and executors, of the FIRST PART.

IN FAVOUR OF

Smt, Ragini, wife of late Sh. X, resident of \_\_\_\_\_, Delhi, hereinafter called the RELEASEE which expression shall, unless repugnant to the context or meaning hereof, mean and include her heirs, successors, legal representatives and executors, of the SECOND PART.

WHEREAS late Sh. X was the sole and absolute owner of property bearing No.\_\_\_\_, Delhi consisting of double Storey house built over an area of 200 sq yds;

AND WHEREAS the said Sh. X expired on 25<sup>th</sup> April, 1990;

AND WHEREAS releasors No. 1 to 3 are the daughters of late Sh. X Releassor No. 4 is the son and the Releasee is the wife of late Sh. X. and each has got 1/5<sup>th</sup> share in the above mentioned house according to the law of inheritance;

AND WHEREAS besides the Releasors and the Releasee, there is no other legal heir of the deceased or anybody else is entitled to or claims any right, title or interest in the above mentioned property;

AND WHEREAS the Releasors are desirous of giving up their 4/5<sup>th</sup> share in the above mentioned property in favour of the Releasee on account of natural love and affection without receipt of any consideration amount from her.

NOW THIS DEED OR RELINQUISHMENT WITNESSES AS UNDER:

1. That the Releasors voluntarily, without any outside pressure from any side and in their full senses give-up and release all their right, title and interest in property

---

No.\_\_\_\_, Delhi alongwith the land beneath the same measuring 200 sq. yds in favour of the Releasee without taking or receiving any consideration from them to the extent of their 4/5<sup>th</sup> share and now the Releasee is the absolute and the sole owner of the above mentioned property. (4/5<sup>th</sup> share of the Releasors and 1/5<sup>th</sup> share of the Releasee herself).

2. That the Releasors, their heirs, successors and assigns have been left with no claim, title or interest in the property hereby relinquished and the Releasee is the sole and absolute owner thereof.
3. That the possession of the above mentioned property is exclusively with the Releasee and the Releasee is entitled to continue the same.
4. That the Releasee is fully entitled to get the above mentioned property mutated and transferred in her name on IN WITNESS WHEREOF the Releasors ad the Releasee have set their respective hands to this deed of Relinquishment at Delhi on the date mentioned above.
5. the basis of this deed of Relinquishment.
6. That the original sale-deed and other relevant papers regarding the above mentioned property are with the Releasee.

RELEASORS

RELEASEE

WITNESSES :

3. Mr. P son of \_\_\_\_\_  
Resident of \_\_\_\_\_
4. Mr. Q son of \_\_\_\_\_  
Resident of \_\_\_\_\_

\* \* \* \* \*

**NOTICE OF EJECTMENT THROUGH ADVOCATE**  
**(SECTION 106 OF THE TRANSFER OF PROPERTY ACT, 1882)**

A... GUPTA Advocate	Ch. No. ..., Delhi High Court New Delhi. Ph.011- 2338XXXX
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REGD A/D / U.P.C.

Dated.....

To

.....

Sub: NOTICE UNDER SECTION 106 OF THE TRANSFER OF PROPERTY ACT, 1882  
FOR EJECTMENT

Dear Sir,

Under the instructions from and on behalf of my client Sh. ....S/O.....R/O....(hereinafter referred to as 'my client'), I serve you with the following notice :

1. That the house bearing no.....situated at.....in.....city is owned by my client. That you approached my client and requested my client to give the said property on lease to you.
2. That my client has inducted you as the tenant in respect of the said property. That the agreed monthly rent for the said property is Rs.....per month.
3. I hereby give you notice that you are to quit and vacate the said property below of which you are now in possession of as a monthly (or yearly) tenant under my said client immediately on the expiry of the last day of.....2004.
4. On and from the 1st of....(month next following the last day of the month on which the tenant is required to quit) the tenancy hereto before subsisting shall terminate and all relationship of landlord and tenant between my client and you shall absolutely cease.
5. You are requested to deliver vacant possession of the said premises unto my client on that date as stated above.
6. In case of your failure to quit the premises as desired, you will be considered as a trespasser and ejected in due course of law and you will have to pay damages at rate of Rs.....per..... until you are evicted.

Yours faithfully

Advocate



Advocate

**NOTICE UNDER SECTION 138 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881**

REGD A/D / U.P.C.

Dated:

To,  
Sh. ....,  
..... Connaught Place,  
New Delhi -110001  
And also at:  
.....  
Vikas Puri  
New Delhi-110018

SUB: LEGAL NOTICE UNDER SECTION 138 OF THE NEGOTIABLE INSTRUMENTS ACT, 1881

Dear Sir,

Under the instructions from and on behalf of my client Sh. ...., Daryaganj, New Delhi-110002 (hereinafter referred to as 'my client'), I serve you with the following notice:

1. That my client is engaged in the business of trading of sewing machines. During the ordinary course of business you addressee purchased from my client the said sewing machines for which you issued a cheque bearing no.....dated..... of United Bank of India, Khanpur Branch, Khanpur Extn. New Delhi-110062 for a sum of Rs.2,45,700/-, as part payment towards discharge of your liability which you addressee had incurred by way of purchasing aforesaid sewing machines from my client.
2. That the above-mentioned cheque was deposited by my client with his banker HDFC Bank Ltd., 28, Punjabi Bagh, New Delhi, for encashment on.....(Date)
3. That the said cheque was returned to my client with an endorsement "Dishonoured for insufficiency of funds." That the dishonoured cheque along with the cheque returning memo of bank dated.....was returned to my client.
5. That for the first time my client came to know about the dishonouring of the said cheque on.....
6. That on account of the dishonouring of the cheque you addressee are guilty of committing offences punishable u/s 138 of the Negotiable Instruments Act 1881 (as amended up to date).

Now through this legal notice I hereby call upon you addressee to make the payment of Rs.2,45,700/-, the amount of said dishonoured cheque, within fifteen days of the receipt of this notice, failing which my client shall be constrained to take legal action against you by

way of Civil as well as Criminal proceedings, at your risk as to cost and consequences resulting therefrom.

Yours Sincerely,  
Advocate

Copy kept in my office for future reference and use.

**REPLY TO LEGAL NOTICE**

Name of the Advocate  
Advocate

..... Jangpura Extn.  
New Delhi-110019  
Ph.011- 2437XXXX

REGD A/D / U.P.C.

Dated:

To,  
Sh. ....Advocate,  
....., Delhi High Court,  
New Delhi-110001

SUB: REPLY TO YOUR LEGAL NOTICE U/S 138 NEGOTIABLE INSTRUMENT ACT,  
DATED.....

Dear Sir,

Your legal notice dated 09.06.2015 has been placed before me by my client Sh. ....at Connaught Place, New Delhi -110001 and I, the undersigned, have been instructed to reply to your said notice by my client on his behalf as under:

- A. That, at the outset you are being informed that the notice under reply, you have sent on behalf of your above said client, contains false and frivolous facts provided by your said client against my client, thereby your notice under reply deserves to be withdrawn, with unconditional apology by your client, because the claim made by you is without any basis and is based upon concocted facts, as no claim is made out against my client and in favour of your client.
- B. That, in fact, my client did not place any order for supply of any machines whatsoever, as alleged by you. But, with a view to dispose off your old stock of outdated machines, you requested my client to place them at his shop for sale. Keeping in view old relations my client agreed to your client's proposal, which was subject to the condition that payment would be made only after those machines were sold out. However, those machines were not only outdated, but were also mechanically faulty, because of which till date they are lying with my client, which your client is at liberty to take back with two days' prior notice. It is pertinent to mention here that the cheque in question was handed over by my client blank and the same was to be used only upon instructions of my client, after he could sold out your all those machines.
- C. That, however, your client has cheated my client by misusing that cheque which is not in the handwriting of my client. As a matter of fact, your client has committed

fraud in the matter and, consequently, is liable to be proceeded under the relevant provisions of law.

- D. That, therefore, it is denied that the cheque in question was issued by my client to your client in discharge of any liability. Rather, your client has misused that blank cheque with ulterior motives, after forging the same.

REPLY ON MERITS:

1. That the contents of para 1 of your legal notice are wrong and denied and whatsoever is stated above is reiterated. It is denied that my client purchased from you client any machines whatsoever. Rather, my client helped your client to keep your machines in his godown/shop for disposal. Therefore, it is denied that the cheque in question was issued in discharge of any liability towards my client, as alleged in this para.
2. That the contents of para 2 are denied for want of knowledge. However, it is reiterated that my client ever issued any cheque, in the manner as alleged by you.
3. That, in reply to para 3 of your legal notice, what is stated above is reiterated. It is submitted that your client was not entitled to use that cheque for encashment and deposit the same in his bank.
4. That the contents of para's 4 &5 are denied for want of knowledge. However, it is reiterated that any cheque was issued in discharge of any liability towards my client to your client.
5. That the contents of para 6 need no comments. However, it is denied that my client committed any offence whatsoever.

In view of aforesaid facts and circumstances, you are being advised to further advice your client to withdraw the said notice under reply and further advise him not to drag my client in any frivolous litigation, failing which my client shall be constrained to contest the same, besides proceeding against your client under the relevant provisions of law, at the costs, risks and consequences of your client only.

Yours Sincerely,  
Advocate

Copy kept in my office for future reference and use.

**T H E E N D**