Tola KW(Za)

### Through Speed Post/By Hand/Email



1

Date:10/04/20NIRMAL

To,
The Nodal Officer cum Secretary
Justice (Retd.) R.M. Lodha Committee
(In the matter of PACL Ltd.)

The Ashok, Annex Building (Oudh Corridor), 50-B, Chanakyapuri, New Delhi –110021 Email: committeepacl@sebi.gov.in

SUB: REQUEST FOR N.O.C. FOR THE PROPERTY ADDED IN

AUCTION LIST AS MR NO-2084-14 WHICH IS ALREADY

ENTERED IN AGREEMENT TO SELL AND

CONSIDERATION AMOUNT IS PAID BY M/S NIRMAL

CHHAYA INSURANCE SERVICES PVT. LTD PRIOR TO

THE ORDER DATED 02.02.2016 OF HON'BLE SUPREME

COURT OF INDIA IN CIVIL APPEAL NO. 13301 OF 2015

Pcar Sir,

It has reference to our objection dated-23/01/2017 which is duly received by you dated 27/01/17 to your public notice dated 27-08-2016 and 30-09-2016 invited expression of interest from public at large qua the properties, documents whereof were uploaded on the specified website.

I) Ashim Kumar Mazumder S/o Late Dwizendra Lal Mazumder R/o 187, UGF, Avtar Enclave, Paschim Vihar, New Delhi- 110063 as an authorized representative of M/s Nirmal Chhaya Insurance Services Pvt. Ltd request the below mentioned.

Nirmal Chhaya Insurance Services Limited



As we have already filed our objection and again would like to brought on record the fact that we have purchased office No. 408 on 4th Floor of Indra Prakash Building situated at Plot No. 21, Barakhamba Road, New Delhi-110001 having its Super Area measuring 675 Sq. Fts (hereinafter called the "said premises") from PACL Ltd vide agreement to sell dated 03.02.2009 for a consideration of Rs. 96,35,625/- (Rupees Ninety Six Lac Thirty Five Thousand Six Hundred and Twenty Five Only), which was duly paid to the said company through cheque bearing no. 318188 dated 03.02.2009 drawn on Axis Bank, Paschim Vihar, New Delhi- 110063 and consequently, the said PACL Ltd delivered the peaceful vacant and physical possession of the said premises to M/s Nirmal Chhaya Insurance Services Pvt. Ltd on that very day vide possession letter dated 03.02.2009 and since then the objector company is having peaceful possession of the and enjoying the same as absolute owner. The PACL Ltd was supposed to execute sale deed with three to four months of execution of agreement to sell dated 03.02.2009, for which the objector company requested the said PACL ltd. time and again and accordingly almost every year assured my client to execute the sale deed, which was merely a formality in view of payment of entire consideration and handing over of the to the objector company by PACL Ltd. copy of the agreement to sell dated 03.02.2009 coupled with possession letter dated 03.02.2009 are already annexed with our objection dated-23/01/17 as Annexure A1 and Annexure A2 respectively. It is pertinent to mention here that after execution of agreement to sell, receipt of entire sale consideration and consequent handing over of possession to the objector company by PACL Ltd, no interest, right and claim survived in favour of PACL Ltd rather all rights, interest and / or claim stood transferred in favour of the objector company. execution of sale deed in favour of the objector company by the said PACL Ltd. for transfer of title of the property in respect of which no



right, interest or claim survived in favour of PACL Ltd, is more or less a formality.

That since the said PACL Ltd was not doing the needful by execution of sale deed in favour of the objector company, the objector company, in order to get the same complied, issued a legal notice dated 10.12.2016 to the said company at its registered office as well as head office apart from notifying the same to the chairman of Hon'ble Justice (Retd.) R.M. Lodha Committee. Copies of the said notice along with postal receipts are already annexed with our objection dated-23/01/17 as Annexure A3 and Annexure A4 respectively for kind perusal of your good self. It is a matter of record that in spite of our objection to the Hon'ble Justice (Retd.) R.M. Lodha Committee, neither any reply has been received nor the property details has been removed from auction list.

That the aforesaid property was purchased by us from the seller company vide duly executed Agreement to Sell dated 03.02.2009 between us and the seller company after paying the entire consideration amount of Rs. 96,35,625/- (Rupees Ninety Six Lac Thirty—Five Thousand Six Hundred and Twenty Five Only) and the total sale consideration has been received by the seller company on 03.02.2009 vide cheque bearing no. 318188 dated 03.02.2009 drawn on Axis Bank, Paschim Vihar, New Delhi-110063. The receipt of which has been duly acknowledged by the seller company, consequent to the same, the possession of the said premises was handed over to me and a possession letter dated 03.02.2009 was duly executed in favour of us by the seller company.

That only execution of the registered sale deed was pending regarding the said premises in our favour by the seller company for which a legal notice dated 10.12.2016 has been issued by our Advocates to the seller company. The execution of the registered sale deed was delayed by the seller



right, interest or claim survived in favour of PACL Ltd, is more or less a formality.

That since the said PACL Ltd was not doing the needful by execution of sale deed in favour of the objector company, the objector company, in order to get the same complied, issued a legal notice dated 10.12.2016 to the said company at its registered office as well as head office apart from notifying the same to the chairman of Hon'ble Justice (Retd.) R.M. Lodha Committee. Copies of the said notice along with postal receipts are already annexed with our objection dated-23/01/17 as Annexure A3 and Annexure A4 respectively for kind perusal of your good self. It is a matter of record that in spite of our objection to the Hon'ble Justice (Retd.) R.M. Lodha Committee, neither any reply has been received nor the property details has been removed from auction list.

That the aforesaid property was purchased by us from the seller company vide duly executed Agreement to Sell dated 03.02.2009 between us and the seller company after paying the entire consideration amount of Rs. 96,35,625/- (Rupees Ninety Six Lac Thirty—Five Thousand Six Hundred and Twenty Five Only) and the total sale consideration has been received by the seller company on 03.02.2009 vide cheque bearing no. 318188 dated 03.02.2009 drawn on Axis Bank, Paschim Vihar, New Delhi-110063. The receipt of which has been duly acknowledged by the seller company, consequent to the same, the possession of the said premises was handed over to me and a possession letter dated 03.02.2009 was duly executed in favour of us by the seller company.

That only execution of the registered sale deed was pending regarding the said premises in our favour by the seller company for which a legal notice dated 10.12.2016 has been issued by our Advocates to the seller company. The execution of the registered sale deed was delayed by the seller



company on one pretext or the other and delaying the execution of the same despite taking the complete consideration amount from us. The legal notice should be treated as an objection to the public notice dated 27.08.2016 and 30.09.2016 issued by you in accordance with the order dated 02.02.2016 passed by the Hon'ble Supreme Court.

That the objector company in order to clear the mess regarding the said property has already got issued public notice dated 20.01.2017 published in the Delhi edition of National newspaper namely, Indian Express and Jansatta for declaration of our right in the aforementioned property. The copy of the same is already annexed with our objection as Annexure A5 for your kind perusal.

That as per provisions of Section 53A of the Transfer of Property Act, part performance of the contract/agreement to sell dated 03.02.2009 has already been done and your good self is requested to complete the your part of performance as early as possible so as to complete your part of agreement.

It is ample clear that our company is the owner of this property and have legal rights and interest in the said premises, apart from being in possession in the capacity of owner of the said premises.

Keeping in view of above said facts, attached documents and circumstances it is, therefore, humbly requested to consider my objection for above said premises and take cognizance of the facts mentioned hereinabove your good self may kindly remove the name of the property which is mentioned in MR No-2084-14 in your auction list. I will be obliged for this kind consideration.

Any attempt to auction the said property shall complicate the matter and also amount to roping innocent buyers in the dispute, who are not aware of actual status of the property.

Ref no.NCIS/DL/2017/03

To

The Justice ((Retd.) R.M. Lodha Committee

(In the matter of PACL Ltd.)

The Ashoka Hotel, Annexe Building (Oudh Corridor)

50, B, Chanakya Puri, New Delhi - 110021

Through Mr. R.K. Singh (Nodal Officer

Subject: SUB:- OBJECTION TO THE PROPERTY ADDED IN AUCTION
LIST AS MR NO-2084-14 WHICH IS ALREADY ENTERED IN
AGREEMENT TO SELL AND CONSIDERATION AMOUNT IS PAID BY
M/S NIRMAL CHHAYA INSURANCE SERVICES PVT. LTD PRIOR TO
THE ORDER DATED 02.02.2016 OF HON'BLE SUPREME COURT OF
INDIA IN CIVIL APPEAL NO. 13301 OF 2015

o3 AM(S)

Dear Sir.

We have received your letter bearing no. N0JRMLC/PACL/NO/1317/2017 dated 27/01/2017 on 07/02/2017 through the SEBI office wherein you have asked to furnish the following information and documentary proof regarding our letter dated 23.01.2017, for purchase of office building bearing no. 408, indraprakash Building, 21 Barakhamba Road, New Delhi 110001:

In the light of above we hereby furnish the following information/documentary proof here are as under: -

- 1. The date of incorporation of the co. is ...19/04/2006. Annexure A
- 2. Details of director annexed as annexure ......B
- 3. Share holder pattern annex as annexure..... C
- The source of funds used for the purchase of above mentioned property: Company is predominantly engaged in the business of selling of insurance policies as a Corporate Agent of Max New Life Insurance Company and others and source of funds are commission earned from selling of Insurance policies.

Annex - D

- 5. Relation between PACL Buyer and seller
- . 6. \$ince 2006.

### Nirmal Chhaya Insurance Services Limited

Regd. Office: 187, Phase II, Industrial Area, Chandigarh-160002

Veorp. Office: 407, 4th Floor, Indra Prakash Building, Barakhamba Road, New Delhi-110001 Email: ncislho@gmail.com



Your are requested to find the above in order and issue favorable order to the concerned authority to Register the said property in favor of the company Nirmal Chhaya Insurance Services Limited..

Thanking You

Sincerely yours.

KUMAR MAZUMDER

Authorized signatory.



प्रारूप आई० आर

### FORM NO. I.R. निगमन का प्रमाण-पेत्र किटामन का प्रमाण-पेत्र किटा CERTIFICATE OF INCORPORATION

सी आई एन यु६६० १०सी एच२००६पी एवसी ३००७४ CIN U6601 OCH2006PLC 30074
में एतद् द्वारा प्रमाणित करता हूं कि आज निर्मल छाया इन्हारिन स सर्विसण िमिटें
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परीसिमि हैं। I hereby certify thatNIRMAL CHHAYA INSURANCE SERVICES LIMITED
is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and th
Company is limited.  मेरे हस्ताक्षर से आज ता॰ 19-04-2006 को दिया गया ।  Given under my hand at JALANDHAR this
day of
(29th that that 1,200 band)

New Bethi

Term . THE OF MAY . THOUSE VERY SERVICES LTD.

i.rector

(MANMOHAY JUNEJA) कम्पनियों का/रिजस्ट्रार पंजाब हि॰ प्र॰ एवं चण्डीगढ़ Registrar of Companies Punjab, H.P. & Chandigarh.

ANNEX - 13/10

### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 18/10/2007

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	. 11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
	TOTAL	150000	100



### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 30/09/2008

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
<u> </u>	TOTAL	150000	100



### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 30/09/2009

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
<del></del>	TOTAL	150000	100



### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD AS ON DATE OF A G M 30/09/2010

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
	TOTAL	150000	100



### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 30/09/2011

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
	TOTAL	150000	100



### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 29/09/2012

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
	TOTAL	150000	100





### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 30/09/2013

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
	TOTAL	150000	100



### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 30/09/2015

Sr no.	Name of Shareholders	No. of Shares Held	% of Holding
1	HARVINDER SINGH	16,500	11
	BHANGOO		
2	GURPREET SINGH	16,500	11
3	PRADEEP KAUL	16,500	11
4	SUNIL GERA	125	0.08
5	RAMAN ABROL	125	0.08
6	RAMESH K ROY	125	0.08
7	HARISH KUMAR	125	0.08
8	MEK DEVELOPERS LIMITED	40000	26.67
9	SAJ REALTORS PVT LTD	40000	26.67
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33
	TOTAL	150000	100



### LIST OF SHAREHOLDERS M/S NIRMAL CHHAYA INSURANCE SERVICES LTD

### AS ON DATE OF A G M 30/09/2016

Sr no.	Name of Shareholders	holders No. of Shares Held			
1	HARVINDER SINGH	16,500	11		
	BHANGOO				
2	GURPREET SINGH	16,500	11		
3	PRADEEP KAUL	16,500	11		
4	SUNIL GERA	125	0.08		
5	RAMAN ABROL	125	0.08		
6	RAMESH K ROY	125	0.08		
7	HARISH KUMAR	125	0.08		
8	MEK DEVELOPERS LIMITED	40000	26.67		
9	SAJ REALTORS PVT LTD	40000	26.67		
10	PEARLS DECENT CONSTRUCTION PVT LTD.	20000	13.33		
	TOTAL	150000	100		
	1				



## ANNEX-C

# DETAILS OF DIRECTORS OF NIRMAL CHHAYA INSURANCE SERVICE LIMITED SINCE INCORPORATION TILL 10/03/2017

œ	7	6	5	4	ωı	12	-	SZS)
MR. ASHIM KUMAR	MR. MOHAN LAL SEHJPAL	MR. KESAR SINGH	MR. SUBHASH KUNDRA	MR. SUKHJEET SINGH	MR. GURPREET SINGH	MR. PRADEEP KAUL	MR. HARVINDER SINGH	NAME
DWIZENDRA LAL	MR. PIARA LAL	MR. MEWA SINGH	BALRAJ KUNDRA	MR. FUMAN SINGH	MR. NACHHATAR SINGH	MADHUSUDAN KAUL	MR. N.S BHANGOO	FATHERS NAMES   DESIGNATION   RES. ADDRESS
DIRECTOR	DIRECTOR	DIRECTOR	DIRECTOR	DIRECTOR	DIRECTOR	DIRECTOR	DIRECTOR	DESIGNATION
203, II FLOOR, AVTAR ENCLAVE	H.NO-178, SECTOR-10, PANCHKULA, HARYANA-122002	FLAT NO E-502, 5 <sup>TH</sup> FLOOR, GATEWAY APARTMENT, SECTOR-44, NOIDA , UP-201303	E-15, KUNDRA NIWAS, D.C CHOWK, SECTOR-13, ROHINI, DELHI-110085	VPO JALIAN KALAN, ROPAR, PUNJAB.	H.NO-3631, SECTOR-71, MOHALI, PUNJAB	FLAT NO-452, TOWER-4, WINDOSR GREEN, SECTOR-50, NOIDA, UP-201307	H.NO-2138, PHASE-VII, MOHALJ PUNJAB.	RES. ADDRESS
05/01/1958	06/06/1955	22/07/1956	26/09/1943	08/12/1979	03/04/1976	15/04/1957	14/11/1978	D.O.B
02727298	00150906	01476673	01466771	00071143	00192569	00532612	00056174	DIN/PAN DATE OF APPOINTM
11/5/2015	3/1/2012	3/1/2012	02/05/2007	1/09/2006	19/04/2006	19/04/2006	19/04/2006	DATE OF APPOINTMEN T
-	20/5/2015		13/06/2009		30/1/2012	30/4/2010	5/12/2011	DATE:OF CESSATION



### FORM IRDA-CORPORATE AGENTS-L-1

(SEE REGULATION 3)



INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY (LICENSING OF CORPORATE AGENTS) REGULATIONS, 2002.

### INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY

LICENCE TO ACT AS A CORPORATE AGENT UNDER THE INSURANCE ACT, 1938 (IV OF 1938)

LICENCE NO. 2503790

NAME OF CORPORATE AGENT: Nirmal Chhaya Insurance Services Limited

ADDRESS:

407, INDRAPRAKASH BUILDING 21, BARAKHAMBA ROAD,

Delhi

Delhi-110001

Having paid the prescribed fee and having made the necessary declaration is hereby authorised to act as a corporate agent for three years from 25/7/2009 for procuring or soliciting insurance business of one Life Insurer.

Place: New Delhi Date: 27/7/2009

for Insurance Regulatory and Development Authority

Signature of the Licence holder:

This licence is not valid unless it bears a fascimile of the signature of the Chairperson of the Insurance Regulatory and Development Authority, the initials of the person authorised by him in this behalf and the signature of the licence holder and the Identity card. The Ilcence holder should put his signature as soon as the Ilcence is received.

- 1. If it is desired to renew this licence for a further period the procedure laid down in Regulation 3 of INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY (LICENSING OF CORPORATE AGENTS) REGULATIONS, 2002, shall be followed, and application for renewal should reach the Designated Person before the licence expires. In this connection attention is also invited to the provisions of sub-sections(3) and (3) of section 420 of the Locusians Act. 1979 (3A) of section 42D of the Insurance Act, 1938.
- 2. This licence authorises the licence holder to act as a corporate agent for the insurance business specified thereunder, and therefore no identifying mark or note of any description by which the identity of an insurer might be established should be placed on the licence.
- 3. No correction in this licence will be valid unless initialled by the Insurance Regulatory and Development Authority or a person authorised by him in this behalf.
- 4. The attention of the licence holder is drawn to the code of conduct specified under Regulation 9 of INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY (LICENSING OF CORPORATE AGENTS) REGULATIONS, 2002, and any violation of code of conduct may result in cancellation of licence.







### Speed Post/BY HAND/EMAIL

Date: 23.01.2017

TO,
THE NODAL OFFICER CUM SECRETARY
JUSTICE (RETD.) R.M. LODHA COMMITTEE
(IN THE MATTER OF PACL LTD.)
The Ashok, Annex Building (Oudh Corridor),
50-B, Chanakyapuri, New Delhi -110021
Email:- committeepacl@sebi.gov.in

SUB:- OBJECTION TO THE PROPERTY ADDED IN

AUCTION LIST AS MR NO-2084-14 WHICH

IS ALREADY ENTERED IN AGREEMENT TO

SELL AND CONSIDERATION AMOUNT IS

PAID BY M/S NIRMAL CHARAYA

INSURANCE SERVICES PVT. LTD PRIOR

TO THE ORDER DATED 02.02.2016 OF

HON'BLE SUPREME COURT OF INDIA IN

CIVIL APPEAL NO. 13301 OF 2015

Dear Sir,

It has reference to your public notice dated 27-08-2016 and 30-09-2016 inviting expression of interest from public at large qua the properties, documents whereof were uploaded on the specified website.

### Nirmal Chhaya Insurance Services Limited

(29)

I, Ashim Kumar Mazumdar S/o Late Dwizendra Lal Mazumder an authorized representative of M/s Nirmal Chhaya Insurance Services Pvt. Ltd (hereinafter referred to as Objector Company) raises the below mentioned objections.

We would like to brought on record the fact that we have purchased office No. 408 on 4th Floor of Indra Prakash Building situated at Plot No. 21, Barakhahba Road, New Delhi- 110001 having its Super Area measuring 675 Sq. Fts (hereinafter called the "said premises") from PACL Ltd vide agreement to sell and dated 03.02.2009 for a consideration of Rs. 96,35,625/- (Rupees Ninety Six Lac Thirty Thousand Six Hundred and Twenty Five Only), which was duly paid to the said company through cheque bearing no. 318188 dated 03.02.2009 drawn on Axis Paschim Vihar, New Delhi- 110063 and consequently, the said PACL Ltd delivered the peaceful vacant and physical possession of the said premises to M/s Nirmal Chhaya Insurance Services Pvt. Ltd on that very day vide possession letter dated 03.02.2009 and since then the objector company is having peaceful possession of the same and enjoying the same absolute owner.

The said PACL Ltd was supposed to execute sale deed with three to four months of execution of agreement to sell dated 03.02.2009, for which the objector company requested the said PACL Itd. time and again and accordingly almost every year assured my client to execute the sale deed, which was merely a formality in view of payment of entire consideration and handing over of the to the objector company by PACL Ltd. copy of the agreement to sell and PA dated 03.02.2009 coupled with possession letter 03.02.2009 are annexed herewith dated Annexure A1 and Annexure A2 respectively. It is pertinent to mention here that after execution of agreement to sell and GPA, receipt of entire sale consideration and consequent handing over of possession to the objector company by PACL Ltd, no interest, right and claim survived in favour of PACL Ltd rather all rights, interest and / or claim stood transferred in favour of the objector company. execution of sale deed in favour of the objector company by the said PACL Ltd. for transfer of title of the property in respect of which no right, interest or claim survived in favour of PACL Ltd, is more or less a formality.

That since the said PACL Ltd was not doing the needful by execution of sale deed in favour of the objector company, the objector company, in order to

get the same complied, issued a legal notice dated 10.12.2016 to the said company at its registered office as well as head office apart from notifying the same to the chairman of Hon'ble Justice (Retd.) R.M. Lodha Committee. Copy of the said notice alongwith postal receipts are annexed herewith as **Annexure**A3 for kind perusal of your good self. It is a natter of record that inspite of service of legal notice dated 10.12.2016, neither any reply has been received nor the contents have been complied with. The objector company, accordingly is initiating appropriate legal action in the proper court of law.

That the above mentioned property is included in the list of auction bearing no. MR 2084-14 by your good office on the basis of alleged documents received from PACL Ltd. or its sister concern.

That the aforesaid property was purchased by us from the seller company vide duly executed Agreement to Sell and GPA dated 03.02.2009 between us and the seller company after paying the entire consideration amount of Rs. 96,35,625/-(Rupees Ninety Six Lac Thirty Five Thousand Six Hundred and Twenty Five Only) and the total sale consideration has been received by the seller company on 03.02.2009 vide cheque bearing no.

318188 dated 03.02.2009 drawn on Axis Bank, Paschim Vihar, New Delhi- 110063. The receipt of which has been duly acknowledged by the seller company, consequent to the same, the possession of the said premises was handed over to me and a possession letter dated 03.02.2009 was duly executed in favour of us by the seller company.

That the seller company had delivered the actual, physical, vacant and peaceful possession of the said premises to objector company vide possession letter dated 03.02.2009.

That only execution of the registered sale deed was pending regarding the said premises in our favour by the seller company for which a legal notice that ded 10.12.2016 has been issued by our Advocates to the seller company. The execution of the registered sale deed was delayed by the seller company on one pretext or the other and delaying the execution of the same despite taking the complete consideration amount from us. The legal notice should be treated as an objection to the public notice dated 27.08.2016 and 30.09.2016 issued by you in accordance with the order dated 02.02.2016 passed by the Hon'ble Supreme Court.

That the objector is initiating legal action by filing a suit for specific performance in the proper court in accordance with due course of law.

That the objector company in order to clear the mess regarding the said property has already got issued public notice dated 20.01.2017 published in the Delhi edition of National newspaper namely, Indian Express and Jansatta for declaration of our right in the aforementioned property. The copy of the same is annexed herewith as **Annexure A4 & A5** for your kind perusal.

That as per provisions of Section 53A of the Transfer of Property Act, part performance of the contract/agreement to sell dated 03.02.2009 has already been done and your good self is requested to complete the your part of performance as early as possible so as to complete your part of agreement.

That due to operation of section 202 of contract Act, the objector company has irrecoverable right in the aforesaid Property.

It is ample clear that Nirmal Chhaya Insurance Services Ltd. is the owner of this property and have legal rights and interest in the said premises, apart

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from being in possession in the capacity of owner of the said premises.

Keeping in view of above said facts, attached documents and circumstances it is, therefore, humbly requested to consider my objection for above said premises and take cognizance of the facts mentioned hereinabove your good self may kindly remove the name of the property which is mentioned in MR No-2084-14 in your auction list. I will be obliged for this kind consideration.

Any attempt to auction the said property shall complicate the matter and also amount to roping innocent buyers in the dispute, who are not aware of actual status of the property.

Sincerely Yours

Ashim Kumar Mazumdar

(Authorised Representative)

For & on behalf of Nirmal Chhaya Insurance Services

E-mail ID: akmncist @ gmail.com

Enclosures: A/5



दिल्ली DELHI

N 948651

### AGREEMENT TO SELL

THIS AGREEMENT TO SELL made at New Delhi, on this 3<sup>rd</sup> day of February 2009.

### BETWEEN

M/s. PACL India Ltd., having its Regd. Office at 22, 3<sup>rd</sup> floor, Amber Tower, Sall, sur Chand Road, Jaipur 302004, and its Head Office at 7<sup>th</sup> Foor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi - 01, through its Authorised Signatory Shri Gurmert Singh Executive Director (Finance), duly authorised vide board resolution passed on 511108 in the meeting of Board of Directors, hereinafter called the VENDOR OR FIRST PARTY.

### AND

M/s. NIRMAL CHITAYA INSURANCE SERVICES LIMITED, having its Regd Office at Plot No. 287, Industrial Area, Phase-II, Chandigarh, (U.T.) and its corporate office at 407, 4th Floor, India Prakash Building, 21, Barakhamba Road, New Delhi-110001 through its Authorised Signatory Shri Pradeep Kaul, duly authorised vide board resolution passed on 02.01.09 in the meeting of Board of Directors, hereinafter called the VENDEE OR SECOND PARTY.

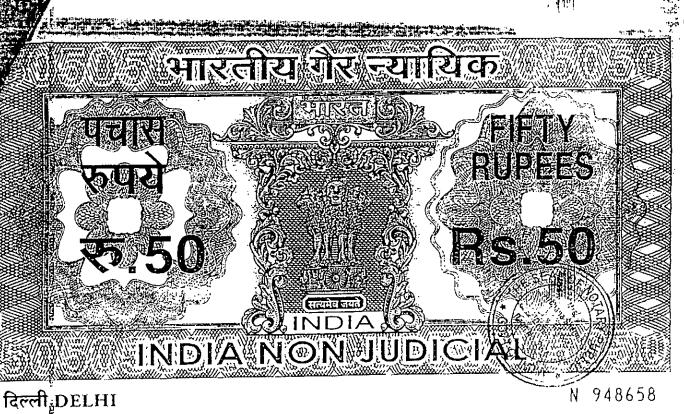
For PACL INDIA LIMITED

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"The expression both the parties shall mean and include unless repugnant to the context, their respective executors, administrators, legal representatives, nominees and assignces respectively."

WHEREAS the First Party is the absolute owner and also in possession of Flat/Office No. 408, on 4th Floor having its super area measuring 675 Sq. Fts. in the building known as INDRA PRAKASH, Plot No.21, Barakhamba Road, New Delhi-110001 (hereinafter referred as the "Said Premises") having purchased from M/s. India Lease Development Ltd., having its Regd. Store at MGF House, 4/17-B, Asaf Ali Road, New Delhi-12, through its Chairman and Managing Director Sh. Rajeev Gupta S/o Sh. Ved Prakash Gupta R/o 50, Golf Link, New Delhi-, vide Agreement to Sell dated 30th May. 2006 bearing document No. 12236 dated 30.05.2006 Registered in the office of Sub-Registrat VII, New Delhi.

FOR PACE INDIA LIMITED

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where AS the First Party has agreed to sell the above said premises and the and Party has agreed to purchase the above said premises, for a total consideration and of Rs. 96,35,625/- (Rupees Ninety Six Lakh Thirty Five Thousand Six indred Twenty Five only) and the total sale consideration amount has been received the First Party from the Second Party, vide Cheque No. 318188, dated 03.02.2009, tawn on, Axis Bank, Paschim Vihar, New Delhi, the receipt of which is hereby eknowledge by the First Party.

### NOW THIS AGREEMENT WITNESSETH AS UNDER:

- That in pursuance of the total sale consideration amount, as mentioned above which has been received by the First Party from the Second Party, the First Party being fully empowered and absolute owner of the said office hereby sell (s), grant (s), convey (s), transfer (s), assign (s) the said premises, together with all privileges, easements and appurtenances thereto to the Second Party and the Second Party, being the owner of the said premises, is free to HAVE AND (t) HOLD the said premises absolutely and forever.
- That the First Party has delivered the actual, physical, vacant and peaceful possession of the said premises to the Second Party on the spot.
- That the Second Party shall realise all the profit of the said premises from the date of execution of this agreement and the First Party shall not demand any amount from the Second Party.
- 4. That the First Party, has left no claim, title or interest of any kind whatsoever in the said premises, and the Second Party has become the sole and absolute owning of the above said premises and now the Second Party is fully entitled to use the mortgage, to sell the above said premises as desire (s) by him/her, being the absolute owner thereof.
- 5. That the First Party hereby assures the Second Party that the said premises is free from all encumbrances such as burden, sale, decree, mortgage, will, Gift, loans, liens, charges, surety, security, penalty, revision, with, appeal, court injunctive stay order, equitable mortgage, any litigation of any kind, or any other kind of transfer etc. and the First Party has got clear title and full power to sell and transfer the said premises.

For PACLINDIA LIMITED

Authorsen Signs

Agreed.

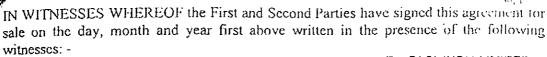
- That the First Party hereby further assures the Second Party that the title of the said premises is marketable and no other person, except the First Party, has first right, title or interest of any kind in the same, and in case it is subsequently found that the title of the said premises was not absolute and the said office was not free from all encumbrances as mentioned above or the First Party was not competent to convey the same or any thing else deposed by the First Party was incorrect and because of that the Second Party either suffers any loss or the whole /any part of loss or the whole /any part of the said premises goes out of the hands of the Second Party then the First Party shall be fully liable and responsible to indemnity the same to the Second Party and the First Party shall also be responsible and absolute to make good all the losses of any kind sufferers by the Second Party.
- 7. That the First Party shall not create any charge on the said premises after execution of this agreement.
- 8. That whenever and wherever presentation of the First Party will be required for the completion of any act, deed and thing regarding the said premises, the First Party will execute and present for the same.
- 9. That the First Party agreed with Second party at all times hereafter to describe execute all such acts, deeds and things that may be necessary for further and more perfectly conveying the said office unto the Second Party or his/her nomine. Or nominees without any claim or interest.
- 10. That all the previous dues, demands, taxes i.e. house tax, electric bills, water bills etc. relating to the above said premises upto the date of execution of this agreement shall be paid and borne by the First Party, and thereafter shall be paid by the Second Party.
- 11. That the Second Party shall have the right to get the said premises mutated in his/her own name in the records of the concerned authorities on the basis of this agreement.
- 12. That the First Party has handed over all the previous original documents in respect of the said office to the Second Party.
- 13. That if the First Party violates and infringes the terms and conditions of this agreement than the Second Party shall be entitled to get the said transaction completed through the court of law under the suit for Specific Performance of the cost and expenses of the First Party.
- 14. That this transaction has taken place at Delhi and as such Delhi Courts shall baye exclusive Jurisdiction to entertain any dispute arising out or in any way touching or concerning this agreement.

For PAC - REDIA LINETED

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For PACL INDIA LIMITED

FIRST PARTY.

(Authorize Representative)

WITNESSES: -

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F-42, Gali-1 Shakangan SECOND PARTY

(Authorize Representative)

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ATTESTED NOTAR PUBLIC GOVE CONTRACTOR

### RECEIPT

Received with thanks a sum of Rs. 96,35,625/- (Rupees Ninety Six Lakh Thirty Five Thousand Six Hundred Twenty Five only) from NIRMAL CHHAYA INSURANCE SERVICES LIMITED, having its Regd. Office Plot No. 287, Industrial Area, Phase-II, Chandigarh, (U.T.) and its corporate office at 407, 4th Floor, Indra Prakash Building, 21, Barakhamba Road, New Delhi-110001, towards full and final sale consideration of Flat/Office No. 408, on 4th Floor having its super area measuring 675 Sq. Fts. in the building known as INDRA PRAKASH, Plot No.21, Barakhamba Road, New Delhi-110001, as per the terms and conditions of the Agreement to Sell dated 3rd February 2009. The detail of the payment is as under:

Cheque No.	Name of	Amount	Date	Bank R
318188	PACL INDIA LTD.	Rs. 96,35,625/-	3.02.09	AXIS BANK <sup>BU</sup>

IN WITNESS WHEREOF, the Executant has put his hands on 3rd day of February 2009 at New Delhi in the presence of the following witnesses.

For PACLINDIA LIMITIEU

PACL India Limited

Block 40 6/4 Hirlo 88 James who

Authorised Signatory

(EXECUTANT)

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ANNEX M2



### POSSESSION LETTER

BE IT KNOWN TO ALL that We, PACL India Ltd., having its Regd. Office at 22, 3<sup>rd</sup> floor, Amber Tower, Sansar Chand Road, Jaipur 302004, and its Head Office at 7<sup>th</sup> Floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi - 01, do hereby handover the vacant and physical possession of Flat/Office No. 408, on 4<sup>th</sup> Floor having its super area measuring 675 Sq. Fts. in the building known as INDRA PRAKASH, Plot No.21, Barakhamba Road, New Delhi-110001 to NIRMAL CHHAYA INSURANCE SERVICES LIMITED, having its Regd. Office Plot No. 287, Industrial Area, Phase-II, Chandigarh, (U.T.) and its corporate office at 407, 4<sup>th</sup> Floor, Indra Prakash Buildfigur 21, Barakhamba Road, New Delhi-110001 as per the terms and conditions of the Agreement to Sell dated 3<sup>rd</sup> February, 2009.

WITNESSES: 4

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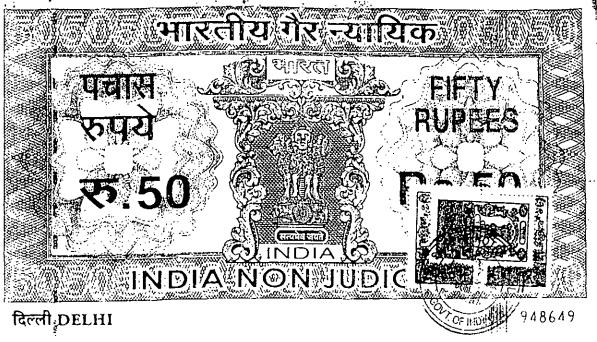
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### GENERAL POWER OF ATTORNEY

THIS DEED OF GENERAL POWER OF ATTORNEY is made at New Delhi on this 32 day of February 2009

BY

PACL India Ltd. having its Regd. Office at 22, (2<sup>rd</sup> Floor) Amber Tower, Sansar Chand Boad, Jaipur-302004, and its Head Office at 7<sup>th</sup> Floor, Gopal Day Bhawan, 28, Barakhamba Road, New Delhi - 01, through its authorized Signatory Shr: Garmeet Singh Executive Director (Finance) vide board resolution passed on 31.12.08 in the meeting of Boards of Directors, hereinafter called the EXECUTANT.

### IN FAVOUR OF

NIRMAL CHHAYA INSURANCE SERVICES LIMITED, having its Regd. Office—Plot No. 287, Industrial Area, Phase—II, Chandigarh (U.T.) and its corporate office of 407, 4th Floor, Indra Prakash Building, 21. Barakhamba Road, New Delhi (1) its Authorized Signatory Sh. Pardeep Kaul, duly authorized vide board resolution blass of 60.01.09 in the meeting of Board of Directors, hereinafter called the lawfu, Garage Attorney Holder.

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AND WHEREAS the Executant do hereby nominate, constitute & appoint the said General Attorney Holder to do the following acts, deeds & things, in connection with the above said premises: -

- To manage, control and supervise the above said premises and holding possession thereof.
- 2. To appear in all the Govt. Departments, Semi Govt. Departments and . or authorities concerned, to file/submit all and / or any kind of application (s), document (s), affidavit (s), undertaking (s). Indemnity Bond (s) etc., to deposit any amount, to take refund of any amount, to represent me/us before such authorities and do all such formalities in connection there to.
- 3. To apply and get the electric, water and sewer connections from the Authorities concerned, to file/submit all and / or any kind of application (s), document (s), affidavit (s), undertaking (s), Indemnity Bond (s) etc., to deposit any amount to pay the bills/charges and do all such formalities in connection thereto.
- 4. To get the house tax assessed on the said premises from Municipal Corporation of Delhi or from authorities concerned, to file/submit all and/or any kind of application (s), document (s), affidavit (s), undertaking (s), Indemnity Bond (s) etc. with his/her own signature, to deposit any amount, to pay the house tax and do all such formalities in connection thereto.
- 5. To let out the said premises on rent/lease, to receive and realize the rent from the tenant, to enter into any rent/lease deed, to hand over the possession of the premises to the tenant, to get the same duly registered in the office of the concerned Sub Registrar if required, to get the said premises vacated from the tenant through court of law, to take the possession of the said premises from the tenant.
- To appoint any further attorney (s) and delegate for all purpose inclusive sale of the said premises with all rights and powers in connection thereto.
- 7. To apply and get the sale permission from the concerned authorities, if required.

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- 8. To sell, mortgage, gift, transfer the above said premises, to execute the Sale and / or proper documents as the case may be, and get the same duly registered with his/her own signature in the office of the concerned Sub Registrar, to represent me/us before the concerned Sub Registrar, to receive the consideration amount from the purchaser, to admit and acknowledge the receipt of the consideration amount, to hand over the possession of the said office to the purchaser.
- To enter into agreement with any person (s), company (s), to receive the earnest money, part payment (s) and full & final consideration of the said premises.
- 10. To sign and obtain all and for any supplementary deed in connection with the above said premises.
- 11 To apply for and obtain any loan against the said premises, from the Govt. Department (s), Semi Govt. Department (s), Bank, Society, Financial Institute, to mortgage the said premises, to get the mortgage deed executed and registered in the office of concerned sub registrar and do all such formalities in connection thereto.
- 12. To apply and make statement for effecting mutation of the said premises in of the prospective buyer (s) to the competent Authority.
- 13. To get the construction, modification, alteration, addition, renovation in the above said premises after getting the approvals and/or after getting building plan sanctioned from the authorities concerned.
- To engage any Advocate, Counsel, Govt. Valuer, Chartered Accountant, Arbitrator and Attorney / Attorneys.
- 15. To apply and get Income Tax Clearance certificate from the concerned Authorities, if required.
- 16. To deposit all dues, taxes, outgoing, penalties if any, regarding the aforesaid office to the concerned Authorities.
- 17. To file all kind of suits, appeals, reviews, revision and take all miscellaneous proceedings in courts and departments concerned, civil revenue and criminal from original jurisdiction to appellate jurisdiction, to compromise, withdraw such proceedings, appoint commission, arbitrators in these proceedings, pursue and defend it from the lowest court up to Supreme Court of India and to sign and verify the pleading, affidavits, applications, compromise deed or compromise applications etc. in respect of the said premises.

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- 8. To sell, mortgage, gift, transfer the above said premises, to execute the Sale Deed and / or proper documents as the case may be, and get the same duly registered with his/her own signature in the office of the concerned Sub Registrar, to represent me/us before the concerned Sub Registrar, to receive the consideration amount from the purchaser, to admit and acknowledge the receipt of the consideration amount, to hand over the possession of the said office to the purchaser.
- To enter into agreement with any person (s), company (s), to receive the earnest money, part payment (s) and full & final consideration of the said premises.
- 10. To sign and obtain all and for any supplementary deed in connection with the above said premises.
- 11. To apply for and obtain any loan against the said premises, from the Department (s), Semi Govt. Department (s), Bank. Society, Financial Institute his mortgage the said premises, to get the mortgage deed executed and registered in the office of concerned sub registrar and do all such formalities in connection thereto.
- 12. To apply and make statement for effecting mutation of the said premises in favour of the prospective buyer (s) to the competent Authority.
- 13. To get the construction, modification, aheration, addition, renovation in the above said premises after getting the approvals and/or after getting building plan sanctioned from the authorities concerned.
- To engage any Advocate, Counsel, Govt. Valuer, Chartered Accountant, Arbitrator and Attorney / Attorneys.
- 15. To apply and get Income Tax Clearance certificate from the concerned Authorities, if required.
- 16. To deposit all dues, taxes, outgoing, penaltics if any, regarding the aforesaid office to the concerned Authorities.
- 17. To file all kind of suits, appeals, reviews, revision and take all misceiland proceedings in courts and departments concerned, civil revenue and criminal train original jurisdiction to appellate jurisdiction, to compromise, withdraw such proceedings, appoint commission, arbitrators in these proceedings, pursue and defend it from the lowest court up to Supreme Court of India and to sign and verify the pleading, affidavits, applications, compromise deed or compounts applications etc. in respect of the said premises.

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Generally to do all other acts, deeds and things in connection with the above said premises even is not specifically mentioned in this attorney but are necessary to be done, as our attorney may deem fit and proper.

We further ratify and confirm that all the acts, deeds and things done by our said Attorney shall fully be construed as done by me/us personally and shall be binding upon me/us.

Ehis deed of General power of Attorney shall be valid through out India up to the Hon'ble SUPREME COURT OF INDIA.

IN WITNESSES WHEREOF we put our signature on this Deed of G.P.A. on the date, month and year first above written, in the presence of the following witnesses: -

WITNESSES: -

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EXECUTANT

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Enrol. No. D/527/96(R)

Dated: 13/12/2016

### Regd. A.D./ Speed-post

### LEGAL NOTICE

To

1. M/s PACL India Ltd.

Through

Managing Director

Having its Regd. Office at:

22, 3rd Floor, Amber Tower

Sansar Chandra Road, Jaipur

Rajasthan-302 004

Also at Head Office:

7th Floor, Gopal Das Bhawan

22, Barakhamba Road

New Delhi- 110 003

2. Hon'ble Justice (Retd.) R.M. Lodha Committee

(In the Matter Of PACL Ltd.)

The Ashok, Annexe Building

Oudh Corridor, 50-B, Chanakyapuri

New Delhi- 110 021

The Committee constituted as per the directions of Hon'ble Supreme Court of India headed by Hon'ble Mr. Justice (Retd.) R.M. Lodha vide its order dated 02.02.2016, in the matter of PACL Ltd. V. Securities Exchange Board of India (Civil Appeal No. 13394/2015):

### Dear Sir or Madam:

Re: Sale of office No. 408 on 4th Floor having its Super Area measuring 675 Sq. Fts. in the building known as Indra Prakash situated at Plot No. 21, Barakhamba Road, New Delhi- 110003 (hereinafter called the "said premises").

I have been instructed by my client M/s Nirmal Chhaya Insurance Services Ltd. having its Regd. Office at Plot No. 287, Industrial Area, Phase-II, Chandigarh (U.T.) and its Corp. Office at 407, 4th Floor, Indra Prakash Building, 21, Barakhamba Road, New Delhi- 110003 to serve you with the following notice: -

 That my client had approached you the addressee and shown interest in purchasing said premises and you the addressee had also agreed to sell the said premises bearing office no. 408

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on 4th Floor in the building known as Indra Prakash situated at Plot No. 21, Barakhamba Road, New Delhi- 110001 to my client vide agreement to sell dated 3rd February 2009 executed between my client of the ONE PART and you the addressee of the OTHER PART.

2. That my client has agreed to purchase and you the addressee have agreed to sell the said premises, for a total consideration amount of Rs. 96,35,625/- (Rupees Ninety-Six Lac Thirty-Five Thousand Six Hundred & Twenty-Five Only) and the total sale consideration amount has been paid by my client and was received by you the addressee on 03.02.2009 vide cheque No. 318188 dated 03.02.2009, drawn on Axis Bank, Paschim Vihar, New Delhi. The receipt of which has been duly acknowledged by you, consequent to the same, the possession of the said premises was handed over to my client & a possession letter dated 03.02.2009 was duly executed in favour of my client by, you the addressee.

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- 4. That my client had been assured by you the addressee, the registered sale deed of the said premises will be executed by you the addressee in the favour of my client within 3 to 4 month, my client relying on assurance provided by you the addressee for the time demanded for executing the sale deed in favour of my client.
- 5. That my client contacted you the addressee immediately after the time elapsed i.e. in the month of April 2010, but you the addressee sort further time on the ground of your unavailability of your Authorised person. Due to cordial relations between my client and you the addressee, my client believed your version and waited for your communication in respect of execution aforesaid sale deed in favour of my client.
- 6. That in the month of June 2011 my client again requested you the addressee for execution of the said sale deed in the favour

of my client as per the sale agreement you the addressee sort additional further time and my client believed in your version of story and waited for another few months.

- 7. That my client in the year May 2012, once again requested you the addressee for execution of sale deed, as required under agreement to sell dated 03.02.2009, Mr. Gurmeet Singh, (Director) sought for some time citing the reason that there are certain legal complications in the company, which my client accepted.
- 8. After expiry of another ten months my client once again requested you in March, 2013 for execution of sale deed which was once again delayed due to certain legal complications cited by you the addressee. My client kept on repeating the same till March 2015.
- 9. That in the month of April 2015 my client contacted you the addressee and again requested you the addressee for the execution of registered sale deed of the said premises; as such a long time already been elapsed but your attitude was



aberrant and your reply was also not satisfactory to the genuine request of my client.

- 10. That thereafter, my client since last six months regularly trying to contact you the addressee but you the addressee are avoiding to communicate with my client which clearly establishes that your intentions have got dishonest and malafide and you are not inclined to fulfil your part of agreement.
- 11. Therefore, that on behalf of my client I hereby call upon you, that my client M/s Nirmal Chhaya Insurance Services Ltd. had performed his part by paying the complete consideration amount to you vide cheque no. 318188 dated 03.02.2009 drawn on Axis Bank, Paschim Vihar, New Delhi and is willing to complete the purchase, subject to your performing your part of the said agreement and require you to complete the same; by presenting your self in person through an Authorised Signatory in front of concerned Sub-registrar, New Delhi on 10th day of January 2017 by registering the sale deed of the

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said premises in favour of my client and if you fail to complete your part by 10<sup>th</sup> January 2017, failing which my client would be constrained to initiated civil proceedings under the provisions of Specific Relief Act against you and also for your criminal prosecution for the offence of cheating, fraud, deception which would be entirely at your risk, cost and consequences.

12. This notice is being sent to you without prejudice to all other rights, claims and demands which my client may also have against you.

Tarun Diwan (Advocate)

### C.C. To: -

Mr. Rakesh Kumar Singh
 Nodal Officer Cum Secretary
 The Ashok, Annexe Building
 Oudh Corridor, 50-B, Chanakyapuri
 New Delhi- 110 021

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