

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
FORUM**

Complaint No. of

..... Complainant

versus

..... Opposite Party

I son of do hereby solemnly affirm and declare
as under

1. That I am and being conversant with the facts of the case, am competent to swear this affidavit.
2. That we had booked PEUGEOT 309 Car vide Form No. dated and paid Rs. by Demand Draft No. dated drawn on
3. That we were allotted control No. Dealer/priority Registration No. vide Receipt No. and the dealer's name was mentioned as therein.
4. That we by our letter dated intimated the opposite party No. that we were no longer interested to purchase PEUGEOT 309 Car and requested the opposite party No. 1 to cancel registration and refund the application money of Rs. with interest thereon.
5. That since we did not receive any reply to our letter dated requesting the opposite party No. 1 to refund the money by instalment, a legal notice was sent through our Advocate on by Registered acknowledgement due demanding payment of Rs. with interest at the rate of 24 percent per annum.
6. That the opposite parties neither replied to the said legal notice nor refunded the amount of Rs
7. That the complaint was filed before the District Forum on and the opposite parties inspite of notices sent by the District Forum has not refunded the said amount of Rs.
8. That the act of the opposite parties in not refunding the amount of Rs. constitutes a deficiency in service and we are entitled to refund of the said amount with interest at the rate of nine percent per annum upto the date of cancellation and at 24 percent from the date of cancellation till the realisation of the amount. Since we have suffered mental agony and inconvenience suitable compensation in this regard may also be awarded.

Dependent

.....
 (2) Shri

LEASE AGREEMENT

An Agreement made at this between situated at (hereinafter called "the Landlord" in which expression are included unless such inclusion is inconsistent with the context its successors and assigns) of the one Part and a Company incorporated in India and having its Registered Office at (hereinafter called "the tenant" in which expression are included unless such inclusion is inconsistent with the context its successors and assigns) of the Other part.

Whereas the Landlord is a member of Limited (hereinafter called "the said Society") and as such is absolutely entitled to hold use and occupy office premises No on the seventh floor and two car parking spaces Nos. and in the compound of the building known as "....." situated on plot No. at

And whereas the Landlord has agreed to obtain written permission of the Managing Committee of the said Society to let a portion admeasuring square feet of the said office Premises No. and car parking space Nos.....

Whereas the parties hereto had entered into a Memorandum of Understanding dated the Landlord had agreed to let to the Tenant a portion admeasuring (Carpet areas) of the said office premises No. and car parking space No. hereinafter called "the said tenanted premises".

And whereas the tenant has deposited an advance rent of Rs. (Rupees only)

Whereas it has been settled by the parties hereto revise the rent to Rs (Rupees only) per month upon the terms and conditions mentioned hereinafter.

Now it is hereby agreed by and between the parties herein as follows :

1. The Landlord hereby lets to the Tenant a portion, admeasuringsquare feet (carpet area) of the said office premises No and car parking space No. more particularly marked in (Green colour) in the Plan annexed hereto and marked Annesure 1, at the monthly rent of Rs ... only). The rent shall be effec-

Advocate
.....

Place

Date

LEGAL NOTICE TO FIRM

M/s.

Subject : Legal notice under Section 138(b) of the Negotiable Instrument Act, 1881

Dear Sir

Under instructions and authority from my clients M/s.
I hereby serve upon you this legal notice :

1. That my clients above mentioned carry on wholesale business of at
2. That you are running a shop at dealing in and allied items as retailer.
3. That you have been purchasing and other items from my clients on credit for the last several years. During the financial year your accounts were made upto date in the ledger book after posting all bills issued against you and giving credit if all your payments on and a debit balance of Rs. was confirmed by you vide your letter, dated wherein you promised to pay the entire amount of Rs. by
4. That my clients approached you on and reminded you of your promise whereupon you issued an account payee cheque of Rs. in part payment of the outstanding amount vide Cheque No. dated drawn on
5. That my clients deposited the cheque with their bankers M/s for collection of the proceeds of the cheque and giving credit of the amount to their account on
6. That my clients had gone to their bankers for withdrawal of some money from their account when they were told by the manager of the Bank that the cheque of the amount of Rs. given to them for collection has bounced and as per cheque of the amount of Rs. given to them for collection has bounced and as per memo of the enclosed with the cheque the reason for the same is insufficiency of funds in your account.

- (b) To present any agreement, lease deed, sale deed, mortgage deed relating to any property of the company before any registration authority or court in India for registration and admit execution of the document for and on behalf of Managing Director of the company.
- (c) To appear before any authority Governmental, quasi Government, Corporation, Court and Registration authorities and submit papers, information, documents on behalf of Managing Director of the Company.
- (d) To make and sign any application for condonation of delay in presentation and registration of any document before registration authority and to appear before such authority and make statements before them in connection with such application.

And to do all acts, deeds, things which the aforesaid attorney may consider necessary or is required under any regulation or law to perform for completing the registration of the document.

We declare that all acts, deeds things, executed or performed under or by virtue of these presents by our said attorney, shall be binding on the company.

In Witness I the said Managing Director of the company set my hand this day of

For Limited

Managing Director

GENERAL POWER OF ATTORNEY

Whereas, I aged about years by agreements dated and dated agreed to purchase (hereinafter referred to as 'Company') agreed to sell Plot No. measuring sq. yds. and Plot No. measuring sy. yds. (more or less on site) in the Company's Colony known as at Rs. per sq. yds. and Rs. per sq. yds. respectively.

And Whereas I, on account of my present old age cannot attend effectively to the transaction under the said agreements.

And whereas it has become necessary for me to constitute and appoint Attorney for the purposes mentioned hereinbelow.

Now These Presents Witnesseth that for the purposes mentioned hereinbelow I, the abovenamed do hereby nominate, constitute and appoint to be my true and lawful attorney for myself

and in my name and on my behalf to do, execute and perform all or any of the following acts, deeds, things, matters, that is to say :

- (i) To present me and act for me, sign all papers, including Sale Deed and appear before the Registration Authority on my behalf that is Registrar/Sub-Registrar as the case may be and to admit execution.
- (ii) To execute, sign and deliver any documents, deeds, by whatsoever name called which may be necessary to be signed by me in connection with the purchase of the aforesaid residential plots in
- (iii) To pay in my name and on my behalf the earnest money/initial instalment and the subsequent instalments in time and to obtain receipt(s) from the seller if the purchase is being made on instalment basis. If an outright purchase is being made to pay the earnest money and the balance amount at the time of taking possession of the said residential plots.
- (iv) To execute, carry into effect and perform the agreement to purchase the residential plots in enter into agreement in my name and on my behalf with the or any other person or persons acting for or on his behalf either directly or indirectly as my own act and deed and/or to cancel and/or repudiate the same without making me liable for any loss or damage by other reasons thereof and to construct building on the aforesaid residential plots after getting the Plans approved by the competent authority and to do all such acts, deeds and things to accomplish this object.
- (v) To execute the sale deed and to admit such execution before the Registrar/Sub-Registrar of Assurances, if necessary to pay municipal taxes or levies or other dues as may be required by the municipal authorities, to apply for electric connection from the electricity authorities, water connections from the authorities concerned and to take such steps to contest the demands which are considered arbitrary, illegal and otherwise not maintainable in law.
- (vi) To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or be added as a party by non-suited or withdraw the same concerning my property or any part thereof or concerning anything in which I may be party in any court of law in civil, criminal, revenue, or revisional jurisdiction including special jurisdiction of the High Court/Supreme Court under Article 226/Article 136 of the Constitution of India respectively and before Income-tax and Wealth Tax authorities and sign and verify all complaints, written statements, documents, to execute any judgment, decree or order to appoint and engage any Solicitors, Pleader, counsel or Advocate and to sign and ex-