169

Vora & Associates
Advocates & Solicitors

Mumbai Office : Office No. 10, 1st Floor, Khatau Building,
Alkesh Dinesh Modi Marg, Near Stock Exchange, Fort, Mumbai - 400 001.
Tel.: 022 2264 1413 | Mob.: +91 98922 66724 / +91 87673 76724
Email: vora_smita@rediffmail.com

19th October, 2016

To,
The Hon'ble Justice R M Lodha,(Retd.) matter of PACL,
The Ashoka Annexure Building
Out corridor, 50-B,
Chanakyapuri,
New Delhi- 110021.

In The Matter Of Committee Headed By Justice Lodha (Retd.) Committee, New Delhi.

Anil Bhagwan Rijhwani, ... Applicant

Re: Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053.
MR No. 32776-16 Sale Deed 9725/08

Respected Sirs,

Be please to find enclosed herewith the duly notarized Application dated 8th October, 2016 on behalf of the Applicant abovenamed for vacation of the attachment of the captioned Flat. Kindly let us know at the earliest as soon as the attachment is lifted.

Your earlier compliance will be highly appreciated.

Yours faithfully,
For Vora & Associates

Smita Vora
Advocates & Solicitor

169

Vora & Associates
Advocates & Solicitors

Mumbai Office : Office No. 10, 1st Floor, Khatau Building,
Alkesh Dinesh Modi Marg, Near Stock Exchange, Fort, Mumbai - 400 001.
Tel.: 022 2264 1413 | Mob.: +91 98922 66724 / +91 87673 76724
Email: vora_smita@rediffmail.com

19th October, 2016

To,
The Hon'ble Justice R M Lodha,(Retd.) matter of PACL,
The Ashoka Annexure Building
Out corridor, 50-B,
Chanakyapuri,
New Delhi- 110021.

In The Matter Of Committee Headed By Justice Lodha (Retd.) Committee, New Delhi.

Anil Bhagwan Rijhwani, ... Applicant

Re: Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053.
MR No. 32776-16 Sale Deed 9725/08

Respected Sirs,

Be please to find enclosed herewith the duly notarized Application dated 8th October, 2016 on behalf of the Applicant abovenamed for vacation of the attachment of the captioned Flat. Kindly let us know at the earliest as soon as the attachment is lifted.

Your earlier compliance will be highly appreciated.

Yours faithfully,
For Vora & Associates

Smita Vora
Advocates & Solicitor

We received earlier

168

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL India Ltd. (PACL) in Civil Application No. 13301 of 2015 directing the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited (SEBI) in respect of PACL

Anil Bhagwan Rijhwani, an adult, Indian Inhabitant of Mumbai residing at Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai - 400 053.

..... Applicant

1167

INDEX

166 I

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL in Civil Application No. 13301 of 2015 directing for the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited in respect of PACL

Anil Bhagwan Rijhwani

..... Applicant

PROFORMA

II

165

PROFORMA

164

III

PROFORMA

163

A

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL in Civil Application No. 13301 of 2015 directing for the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited in respect of PACL

Anil Bhagwan Rijhwani

... Applicant.

SYNOPSIS

Sr. No.	Date	Events
1.	04/12/2008	An Agreement executed between Sejal Construction Pvt. Ltd. (hereinafter referred to as "the Builder") and PACL in respect of the Flat being the Flat No. 601, 6th Floor, Building No.4, Sejal Towers (hereinafter referred to as "the Tower"), 120 Link Road, Goregaon (West), Mumbai -400 053 (hereinafter referred to as "the said Flat").

162

B

1.	08/03/2010	The Possession was handed over to PACL by the Builder along with allotment of car parking space bearing No. G/56 on upper berth on Ground Floor of the compound of the said Building.
2.	03/07/2012	A sum of Rs.5,00,000/- vide Demand Draft No. 003153 dated 3rd July, 2012 drawn on ICICI Bank Ltd. paid by the Applicant and his father Late Shri Bhagwan Lakhi Mal Rijhwani to PACL
3.	06/07/2012	No Objection Certificate (NOC) obtained by the Applicant and the said Shri Bhagwan Lakhi Mal Rijhwani from the Builder to purchase and acquire the said Flat from PACL.
4.	18/07/2012	A further sum of Rs. 26,00,000/- was paid by the Applicant and Late Shri Bhagwan Lakhi Mal Rijhwani to PACL vide Demand Draft bearing No. 003197 dated 18th July, 2012 drawn on ICICI Bank Ltd. Mumbai by Applicant.
5.	18/07/2012	A further sum of Rs.94,00,000/- was also paid by the Applicant and Late Shri Bhagwan Lakhi Mal Rijhwani to PACL vide Demand Draft No. 003198 dated 18th July, 2012 drawn on ICICI Bank Ltd.
4.	19/07/2012	Duly stamped and registered Agreement dated 19th July, 2012 before Sub-Registrar of Assurances under Registration No. BDR-

		2/6204 of 2012 was executed between PACL, and, the Applicant and his Father Late Shri Bhagwan Lakhi Mal Rijhwani in respect of the said Flat.
4.	2011-12	A society by named, Shree Sejal Towers Co-operative Housing Society Ltd. was constituted having its Registered Office at Link Road, near Oshiwara Bus Depot, Goregaon (West), Mumbai- 400 104 (hereinafter referred to as "the Society") registered under Registration No. MUM/WR/HSG/TC/ 15125/ 2011-2012 in year 2011-12
5.	30/06/2014	20 fully paid up Shares bearing Nos. 301 to 320 (both inclusive) were jointly issued by the Society under the Share Certificate bearing No. 017 and Member Registration No.17 to the Applicant and the said Late Shri Bhagwan Lakhi Mal Rijhwani.
6.	—	All maintenance charges and all other dues are paid by the Applicant and the said Late Shri Bhagwan Lakhi Mal Rijhwani.
7.	2/1/2014	The father of Applicant i.e. Late Shri Bhagwan Lakhi Mal Rijhwani expired.
8.	—	The Applicant continues to pay maintenance charges to the Society and all other dues to the various authorities after demised of the said Late Shri Bhagwan Lakhi Mal Rijhwani.

9. Since the purchase of the said Flat, the Applicant is in actual, continuous, un-interruptly as absolute and exclusive possession of the said Flat.

II **POINTS TO BE URGED**

1. The Applicant is the bonafide purchaser of said Flat without any notice;

2. All original documents in respect of the said Flat are in its absolute, exclusive and actual possession of the Applicant;

3. The full consideration of Rs. 1, 25,00, 000/- was paid by the Applicant against purchase of the said Flat to PACL;

4. Having sold the said Flat, PACL has no right, title and interest in the said Flat.

5. All maintenance charges pertaining to the said Flat is paid by the Applicant.

5. The Applicant states that before purchasing the said Flat the Applicant has obtained the No Objection Certificate (NOC) from the Builder on 23/07/2012.

6. The Applicant has been in actual, full, free and vacant possession of the said Flat since July 2012.

7. The Applicant is paying regular maintenance to the said Society and to the various agencies like Mahanagar Gas Nigam, BSES Ltd.,

159

E

III- ACTS AND AUTHORITIES

1. Companies Act, 1956 and 2013 and the Rules framed thereunder
2. Companies (Court) Rules, 1959;
3. Civil Procedure Code, 1908,
4. Indian Contract Act, 1872
5. Any other Statue with the permission of this Hon'ble Commission
6. Authorities will be cited if necessary, at the time of the hearing.

For M/s Vora & Associates,
Advocates & Solicitors.

Advocates for the Applicant.

158

11

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL in Civil Application No. 13301 of 2015 directing for the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited in respect of PACL

Anil Bhagwan Rijhwani, an adult, Indian Inhabitant of Mumbai residing at Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053.

..... Applicant

Application of the Applicant to vacate the attachment Order dated 2nd February, 2015 passed by the Hon'ble Supreme Court in respect of Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053, in the matter of PACL

ABR

(2)

157

TO,

THE HON'BLE JUSTICE LODHA (RTD.)

AND OTHER MEMBERS OF THIS COMMISSION:

THE HUMBLE APPLICATION OF THE APPLICANT ABOVENAMED:

MOST RESPECTFULLY SHEWETH:

1. The object of this Application is to vacate the attachment Order dated 2nd February, 2015 passed by the Hon'ble Supreme Court in respect of Flat No. 601 situated on 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai - 400 053, (hereinafter referred to as "the said Flat").

2. The Applicant states that pursuant to the duly stamped and registered Agreement dated 4th December, 2008 executed by and between Sejal Construction Pvt. Ltd. (hereinafter referred to as "the Builder") of the One Part, therein referred to as the Developers and PACL, having its Corporate Office at PACL House, B/5, Paschim Vihar, New Delhi-110 063, therein referred to as "the Purchaser" of the Other Part and hereinafter referred to as PACL, PACL and registered before Sub-Registrar of Assurance at Mumbai under Registration No. BDR-10/9725/2008, PACL purchased and acquired from the said Builder and the said Builder sold and conveyed to the Purchaser the flat being the Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053 (hereinafter referred to as "the said Flat") on the terms and conditions more particularly stated therein. Hereto annexed and marked as **Exhibit "A"** is the copy of the said Agreement dated 4th December, 2008.

3. Pursuant to the said Agreement dated 4th December, 2008, the Builder handed over to PACL possession of the said Flat

ABR

on 8th March, 2010. Hereto annexed and marked as **Exhibit "B"** is the copy of the possession letter dated 8th March, 2010.

4. The Applicant further states that thereafter by duly registered and stamped Agreement for Sale dated 19th July, 2012 PACL, therein referred to as "the Vendor", PACL sold and transferred to the Applicant jointly with his father Late Shri Bhagwan Lakhi Mal Rijhwani, the said Flat for a total consideration of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakh Only) and on the terms and conditions more particularly stated therein. Hereto annexed and marked as **Exhibit "C"** is the copy of the said Agreement dated 19th July, 2012.

5. The Applicant also states that the Applicant paid PACL, the entire consideration of the said sum of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakh Only) vide Demand Draft Nos. No. 003153, 003197 and 003198 dated 3rd July, 2012 and two dated 18th July, 2012 for the sum of Rs. 5,00,000/-, 26,00,000/- and 94,00,000/- respectively aggregating to sum of Rs. Rs. 1,25,00,000/-; the said Demand Drafts were duly credited in the Account of PACL.

6. Upon the receipt of the entire consideration and the receipt of the No Objection Certificate dated 23/07/2012 from the Builder, the said PACL handed over to the Applicant and the said Late Shri Bhagwan Lakhi Mal Rijhwani the full, free, vacant and actual possession of the said Flat on or before 19th July, 2012 and since then the Applicant along with his father, late Bhagwan L Rijhwani were in exclusive, uninterrupted and absolute possession of the said Flat. After the demise of the father of the Applicant somewhere in January, 2014, the Applicant continued to remain in exclusive, uninterrupted and absolute possession of the said

ABN

155

Flat till date. Hereto annexed and marked as **Exhibit "D"** is the copy of the possession letter dated 19th July, 2012.

7. The various purchasers of the various unit holders have formed a Co-operative Housing Society namely "Shree Sejal Towers Co-operative Housing Society Ltd." was constituted having its Registered Office at Link Road, near Oshiwara Bus Depot, Goregaon (West), Mumbai- 400 104 (hereinafter referred to as "the Society") registered under Registration No. MUM/WR/HSG/TC/ 15125/ 2011-2012 in year 2011-12 under the Maharashtra Co-operative Societies Act, 1960 and the share certificates were issued by the Society to such unit holders.

8. The Society issued the Shares bearing Nos. 301 to 320 comprised under Share Certificate No. 17 to the Applicant and the Late Shri Bhagwan L. Rijhwani on 30th June, 2014. Hereto annexed and marked as **Exhibit "E"** is the copy of the said Share Certificate.

9. The Father of Applicant Late Shri Bhagwan L. Rijhwani expired somewhere in January, 2014 and upon making application to the Society in that behalf, the Society deleted the name of Late Shri Bhagwan L. Rijhwani from the share certificate.

10. Recently, somewhere on last week of August it has been learnt by the Applicant from the reliable sources that the said Flat of the Applicant was put up on the web site of the Securities Exchange Board of India (SEBI) i.e. www.auctionpacl.com for auction pursuant to the order passed by the Hon'ble Supreme Court, under **MR No. 32776-16 Sale Deed 9725/08** no longer belong to PACL. The Applicant believes that PACL has defaulted in its statutory duty towards its deposit holders/investors

resulting of attachment of the properties of PACL. It is also came to notice of the Applicant that SEBI has been appointed as committee for disposing of the land purchased by PACL. Hereto annexed and marked as Exhibit "F" is copy of the printout of the Order dated 2/2/2016 passed by His Lordships the Hon'ble Mr. Justice Anil R. Dave and the Hon'ble Mr. Justice Adarsh Kumar Goel.

8. The Applicant states that despite the request SEBI has not removed the said Flat from its attachment list. Hereto annexed and marked as Exhibit "G" is copy of the email dated 20th September, 2016 to the SEBI. The Applicant is now therefore desirous to challenge the attachment list of the SEBI, which are independent to each other.

9. At the outset,

9.1 The said Order dated 2/2/2015 of the Hon'ble Supreme Court has directed the SEBI only to disposed off Land of PACL and not any other properties;

9.2 The Applicant is bonafide purchaser of said Flat without any notice;

9.3 All original documents in respect of the said Flat are in its absolute, exclusive and actual possession of the Applicant;

9.4 The full consideration of Rs. 1, 25,00, 000/- was paid by the Applicant against purchase of the said Flat to PACL;

9.5 Having sold and after getting the full payment in respect of the said Flat, PACL has no right, title and interest in the said Flat;

9.6 All outgoings such as maintenance, water, security expenses, levies, incidental charges, Mahanagar Gas Nigam and all other charges etc. pertaining to the said

6

Flat are regularly and punctually paid is paid by the Applicant to the Society and other respected agencies;

9.7 The Applicant states that before purchasing the said Flat the Applicant has obtained the No Objection Certificate (NOC) from the Builder on 23/07/2012;

9.8 The Applicant has been in actual, full, free and vacant possession of the said Flat since July 2012;

9.9 All original documents in respect of the said Flat are in absolute and actual possession of the Applicant;

9.10 PACL Now PACL has no right, title and interest on the said Flat;

9.11 The Applicant states that before purchasing the said Flat the Applicant has obtained the No Objection Certificate (NOC) from the Builder on 16/07/2012;

9.12 Any other grounds with the direction of this Hon'ble Committee;

10. The Applicant If required, will produce other title documents.

11. The Applicant craves leave to amend, add and alter the grounds stated hereinabove.

12. The Application of the Applicant is within period of limitation.

13. In the Premises, the Applicant say and submit that this Application be made absolute as prayed.

14. THE APPLICANT THEREFORE PRAYS: -

(a) The it may be declared the attachment of the said Flat by SEBI/the concerned Authority is bad-in-law, void and illegal;

(b) The it said the attachment order in respect of the said Flat be vacated and the Flat be declared as free from Attachment;

7656

152

7

(c) For such further or other orders as may be made in premises as the Court shall deem fit.

(d) Cost of the Applicant be provided for

APPLICATION DRAWN BY US:

M/s Vora & Associates.

Anil Rijhwani.
Applicant Abovenamed

Advocate for the Applicant.

VERIFICATION

I, Mr. Anil Rijhwani, the Applicant abovenamed Indian Inhabitant of Mumbai residing at Flat No. 601, 6th Floor, Building No.4, Seja Towers, 120 Link Road, Goregaon (West), Mumbai -400 053 do hereby solemnly declare for self and on behalf of the Applicant No.2 that what is stated in above paragraphs 1 to 8 are true to my own knowledge and what is stated in remaining paragraphs are based on information and belief and I believe the same to be true.

Solemnly declared at Mumbai)
This day of 8th October, 2016)

Before me,

For M/s Vora & Associates,
Advocates & Solicitors

Advocates for the Applicant

NOTARY
D. R. KUDRIGI
Notary Greater Mumbai
& Thane Dist. Maharashtra
Reg. No. 5597
GOVERNMENT OF INDIA

SR. NO 7656/16
DATE 13-10-16

BEFORE ME
13.10.16
D. R. KUDRIGI
Notary Thane Dist. Maharashtra
Reg. No 5597

151

8

We are not the member the Advocate Welfare Fund and therefore the Court fees of Rs. 2 is not affixed.

Smita Vora
Advocate & Solicitor

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL in Civil Application No. 13301 of 2015 directing for the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited in respect of PACL

Anil Bhagwan Rijhwani, an adult, Indian Inhabitant of Mumbai residing at Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053.

..... Applicant

To,

The Hon'ble Chairman of the Lodha Commission,

New Delhi.

9

150

Dear Sirs,

I, Anil Bhagwan Rijhwani, the Applicant abovenamed Indian Inhabitant of Mumbai residing at Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053 do hereby appoint Smita Vora, Advocate & Solicitor of M/s Vora & Associates., Advocates, having office at Office No. 10, 1st Floor, Khatau Building, Alkesh Mody Street, Near Stock Exchange, Fort, Mumbai -400 001 to act, appear and plead on my behalf in the above matter.

In WITNESS WHEREOF, I have set and subscribed my hands to this writing on this 8th day of October, 2016.

Anil Rijhwani
Applicant

Accepted:
For M/s Vora & Associates,
Advocates & Solicitors.

Advocates for the Applicant.
Office No. 10, 1st Floor,
Khatau Building, Alkesh Mody
Street, Near Stock Exchange
Fort, Mumbai-400 001
Registration No. MAH/1203/1989
Advocate Code No. I-12822
Original Side Registration No. 14018 of 16/1/2015
vora_smita@rediffmail.com

149

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

Anil Bhagwan Rijhwani

.....Applicant.

VAKALATNAMA

Dated this 2nd day of October, 2016.

M/s Vora & Associates.
Advocates for the Applicant
Office No. 10, 1st Floor,
Khatau Building, Alkesh Dinesh Mody
Street, Near Stock Exchange
Fort, Mumbai-400 001

148

10

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL in Civil Application No. 13301 of 2015 directing for the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited in respect of PACL

Anil Bhagwan Rijhwani

... Applicant.

MEMORANDUM OF ADDRESS OF THE APPLICANT ABOVENAMED

M/s Vora & Associates,
Advocates & Solicitors
Office No. 10, 1st Floor,
Khatau Building, Alkesh Mody
Street, Near Stock Exchange
Fort, Mumbai-400 001

For M/s Vora & Associates,
Advocates & Solicitors.

Advocates for the Applicant

147

11

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL in Civil Application No. 13301 of 2015 directing for the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited in respect of PACL

Anil Bhagwan Rijhwani

... Applicant.

LIST OF DOCUMENTS THE PETITIONER WILL RELY ON

1. The Applicant relies upon all the documents annexed as exhibits to the Application herein and enlisted in the Index hereto;
2. All correspondence and documents prior to the Application
3. Documents referred to and relied upon in the Application;
4. Any other documents with the permission of this Hon'ble Court

For M/s. Vora & Associates
Advocates & Solicitors

Smita Vora
Advocate for the Applicant

146

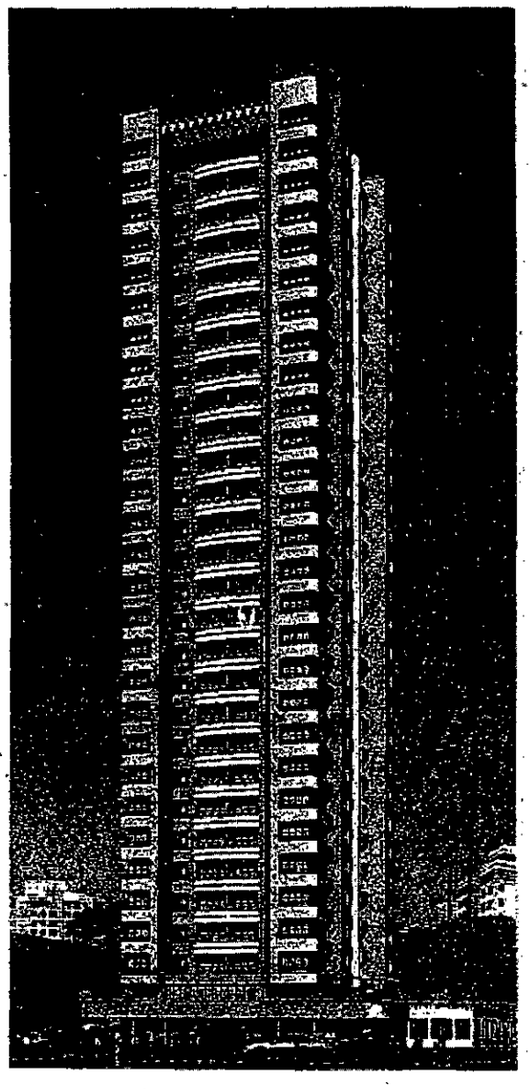
Exhibit " A "

601

12

File no 200 Agr. no 9725/08 MAH

AGREEMENT FOR SALE



Flat / Premises No. 601 on 6th Floor

M/s. SHREE SEJAL CONSTRUCTION PRIVATE LIMITED

Office No. 8-9, 6th Floor, Phoenix Bldg.,
457, S.V.P.Road, Mumbai-400 004

TRUE COPY

(Vora & Associates)
Advocate & Solicitor
High Court, Mumbai

145

13

DOCUMENT DELIVERED

Customer's Copy
THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP
Branch : MALAD (W) 45227 Date : 21/11/08
Pay to : Acct. Stamp Duty
Franking Value Rs. 260500
Service Charges Rs. 10
TOTAL Rs. 260510
Name of the person for whom stamp duty is impressed: M/s PACL India Ltd.
Name & Address of the Stamp duty paying party
Tel. / Mobile No. 9322168268
DD / Cheque No. 938226
Drawn on THE KAPOL CO-OP. BANK LTD. MALAD BRANCH
(For Bank's Use only)
Scan ID
CLEARING
Franking Sr. No. PL-546 Rs.
Cashier
Officer

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

AGREEMENT

ARTICLES OF AGREEMENT made at Mumbai this 4 day of December 2008 BETWEEN SHREE SEJAL CONSTRUCTION PRIVATE LIMITED, a Company registered under the Companies Act 1 of 1956 and having its registered office at Office No. 8-9, 6th Floor, Phoenix Bldg., 457, S.V.P.Road, Mumbai-400 004, herein referred to as "THE DEVELOPERS" of the ONE PART: A N D ~~MR/MRS.~~/M/s. PACL India Ltd., **PACL (INDIA) LIMITED**
IInd Floor, Bonanza Arcade,
Amboli Naka, 57, S. V. Road,
Andheri (W), Mumbai-400 058.

herein referred to as "THE PURCHASER" (which expression shall in case of Individual include his/her/their heirs, executors and administrators and permitted assigns, in case of Partnership Firm, the present partners of the firm and in case of limited company, its successors and permitted assigns) of the OTHER PART :

For THE KAPOL CO-OP. BANK LTD.
Authorised Signatory
The Kapol Co-operative Bank Ltd., Malad Branch, Kapol Wadi, Marve Road, Mumbai-400 064.
D-5/STPV/C.R.1061/07/05/1997-2000

भारत INDIA 21352 148102 NOV 21 2008 SPECIAL ADHESIVE महाराष्ट्र
Rs. 260500/- PB5501 13:58
STAMP DUTY MAHARASHTRA

बहर-१०
८६२५ ७
२००८

144

14

WHEREAS:

1. (1) Shri. Dhirajlal Gopalji Shah (2) Shri Bhupatrai Chhaganlal Shah as the Karta and Manager of Bhupatrai C. Shah H.U.F. (3) Shri Girdharlal Ugarchand Parikh (4) Shri Mahasukhlal Ugarchand Parikh (5) Shri Kantilal Ugarchand Parikh (6) Shri SudhirKantilal Jasani (7) Smt. Rekha Suresh Jasani (8) Shri Siddharth Anandlal Jasani (9) Smt. Meena Nikhil Shah (10) Shri Anilkumar Gopalji Shah (11) Smt. Sudha Buddhidhan Mody (12) Shri Sowanish Chimanlal Maniar as the Karta and Manager of Chimanlal Maniar H.U.F. (13) Smt. Snehalata Hasmukhrai Shah (14) Shri Navnidhrai Popatlal Oza as the Karta and Manager of Navnidhrai Popatlal Oza H.U.F. and (15) Shri Tushar Kishorechandra Oza (herein referred to as "the Owners") have at all times material been the Co-Owners of an immoveable Property being a large piece of land admeasuring 23,780.60 square metres situate at Village Pahadi Goregaon, at 120' Link Road, Goregaon (West), in Greater Mumbai in the Registration District and Sub-District of Mumbai City and Suburban bearing Survey No. 161 (part) and now bearing C.T.S.No. 1073 and 1074 (herein referred to as "the said Property") and more particularly described in the Schedule hereunder written.

2. The Owners had by way of private division divided the said property into different plots and each owner was allotted one such Plot.

3. Each of the said 15 Owners has by separate Development Agreement all dated 1st August, 1985 agreed to give development rights in respect of their respective Plots as aforesaid (which together form "the said Property") to the Developers.

6629	2
2006	

4. Accordingly the Developers are entitled to develop the said Property.

5. The said private sub-division of the said Property into different Plots is not recognized by the Municipal Corporation of Greater Mumbai as also the Authorities under the Urban Land (Ceiling & Regulation) Act, 1976 and in view thereof the Developers have decided to develop the said Property without reference to the said private sub-division.

6. The Developers have prepared a lay out in respect of the said Property laying out the same in different lay out Plots and providing for construction of 5 (Five) buildings thereon as shown on the said present lay out Plan (herein referred to as "the said lay out Plan and/or the said lay out area")

7. The said lay out Plan is hereto annexed as Plan No. 1.

8. The said lay out is approved by the Municipal Corporation of Greater Mumbai under No. CE/798/LOP dated [illegible] and amended from time to time.

9. The said five Buildings are to be constructed under the supervision of Licensed Surveyor MR. VIJAY GORADIA and Structural Engineers so appointed by the Developers from time to time.

10. Accordingly the Developers have completed the said 4 (Four) Buildings (herein referred to as "the said Buildings") on the said Property and the said Buildings are given identifying numbers serially viz., 1, 2, 3, and 5, presently known as (1) Vallabh Apartment, (2) Prabha Apartment, (3) Veena Apartment & (5) Neeta Apartment respectively.

The Developers have handed over possession to the respective buyers of flats & premises in each of the said four buildings in the

बदर-१०	
९६२५	3
२००८	

142

18

lay out and the construction of the fifth building which is referred to as Building No.4 now will be known as "Sejal Tower" is underway and the plans in respect of the said proposed building are approved by the Municipal Corporation of Greater Mumbai (BMC) vide IOD No. CHE/5854/BP (WS)/AP dated 01/03/1990 and the Commencement Certificate in respect of the said building now under construction is duly obtained vide Commencement Certificate No. CHE/5854/ BP (WS) /AP dated 12/09/1990 and the Developers have commenced construction of the said "Sejal Tower" building. A presently amended plan of said building was approved on 15/12/2006. The Developers have proposed to construct stilt plus 28 (twenty eight) floors, which will be undertaken by the Developers in due course on obtaining necessary permissions from the concerned authorities.

11. Plan of the said proposed building is hereto annexed and the location of the said "Sejal Tower" is shown on the said plan. The said proposed building is constructed by utilising Balance FSI as available and by utilizing T.D.R. to the maximum extent as permissible under Development Control Regulations (191) and as amended from time to time.

12. The Developers have indicated to the Purchaser and the Purchaser is aware that the Developers have developed the said Property in a phased manner and as per the said lay out plan (with such modification thereto as the Developers may from time to time determine and as may be approved by the Concerned Authorities) and the present building is last of such phased development. However, in future the Developers may develop additional building if permitted by the Development Authority or due to change in reservation policy.

बहर-१०
०६२५ | ४
२००८

13. The Developers are entitled to sell on owner-ship basis Flats/Parking Spaces and other premises in the said Building now under construction on the said Property.

14. The Developers intend to sell on ownership basis Flats, Car Parking Spaces, Garages and other premises in the said Building now under construction on the said Property.

15. The Purchaser has seen the lay-out plan of the said Property showing the locations of the said building as also the Building Plans in respect of the said building.

16. At the request of the Purchaser, the Developers have agreed to allot to the Purchaser on ownership basis, Flat/Parking Space/Garage/other premises No. 601 on the 6th Floor of the Building No. 4 now known as "Sejal Tower".

17. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said Property, the Plans designs and specifications prepared by the Developers' License Surveyors and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made there under. The Purchaser has satisfied himself about the title of the said property and now the Purchaser shall not be entitled to make any requisition or raise any objection as the title of the said property.

18. Copies of Certificate of Title issued by M/s. Kirit N. Damania & Co., Advocates and Solicitors for the Developers, copies of Property Card in respect of the said Property and Specifications in respect of

140

(18)

the said Building No. 4 are hereto annexed and marked ANNEXURES A, B and C respectively.

NOW THIS AGREEMENT FOR SALE WITHNESSTH AND IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Developers have constructed the said four Buildings being Building Nos. 1, 2, 3 & 5 (herein referred to as "the said Buildings") on the Property bearing C.T.S, Nos. 1073 and 1074 (Survey No. 161 (part) situate at Village Pahadi Goregaon at 120' Link Road, Goregaon (West) in Greater Mumbai in the Registration District and Sub-District of Mumbai City and Suburban (herein referred to as "the said Property") and particularly described in the First Schedule hereunder written; and have handed over Possession to the respective flat Purchasers of their flats.

2. The Developers have informed the Purchaser and the Purchaser is aware that the Developers propose to develop the said Property by carrying out construction thereon of the fourth Buildings as per the lay out approved in respect thereof as amended now by the Municipal Corporation of Greater Mumbai. Pursuant to that, the Developers have commenced construction of the said Building now known as "Sejal Tower". The Developers may as required by the Concerned Authorities and/or in their (i.e. Developers') absolute discretion from time to time vary, amend and/or alter, lay out plan or Building Plan in respect of the fourth Building now known as "Sejal Tower". Developers will construct the fourth Building now known as "Sejal Tower" comprise of Ground/Stilt and 28 upper floors as at present envisaged and containing residential flats, parking spaces, and other premises. The Purchaser hereby irrevocably agrees and gives his consent to the Developers, carrying

बदर-१०
९७२५ ६
२००८

out amendments, alterations, modifications, and/or variations to the lay out plan in respect of the said Property for constructing independent additional structures or of one or more Buildings to be constructed (even if not envisaged at present) and/or in respect of the Building now under construction on the said Property as aforesaid. It is however, agreed by the Developers that the Developers shall obtain prior consent in writing of the Purchaser in respect of any variation or modification in the Building Plan which may adversely affect the premises agreed to be purchased by the Purchaser as hereinafter stated. The Purchaser hereby also gives his irrevocable consent to the Developers developing the said Property in such phased manner as the Developers may determine even after the Developers shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchaser. The Developers shall accordingly be entitled to develop the said Property in a phased manner to be determined from time to time by Developers including by making changes from time to time in the lay-out plan and building plan in respect of the said Property and/or in the Building Plan of "Sejal Tower" Building now under construction as foresaid, including the buildings which at present are not envisaged by the Developers. The Purchaser hereby agrees to give all the facilities and assistance, the Developers may require from time to time after the Developers deliver the possession of the said premises to be sold to the Purchaser but at the costs and expenses of the Developers so as to enable the Developers to complete the development of the remaining portion of the said Property in the manner that may be determined by the Developers.

बदर-१०	
९८२५	७
२००८	

3. The said Building shall be constructed by the Developers in accordance with the Building Plans prepared by the Licensed Surveyor MR. VIJAY GORADIA and sanctioned by the Concerned Authorities as aforesaid with such modifications thereto as the

138

20

Developers may incorporate therein as aforesaid. The premises in the said Buildings shall contain amenities as per the particulars given in the Second Schedule hereunder written.

4. The sanctioned Building Plans from the Concerned Authorities in respect of the said Building will remain open for inspection on all working days during office hours at the building situated and also at register office of the Developers.

5. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Owners to the said Property described in the First Schedule here-under written and the Purchaser shall not be entitled to further investigate the title of the Owners and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by M/s. KHAITAN Damania & Co., Advocates and Solicitors is hereto annexed and marked ANNEXURE "A".

6. The Developers shall sell to the Purchaser and the Purchaser shall purchase from the Developers, Flat/Parking Space/other premises No. 601 on the 6th Floor of Building No. 4 (Four) now known as 'SEJAL TOWER' is being now under construction on the said Property (herein referred to as "the said premises"). The plan in respect of the said premises is hereto annexed and marked ANNEXURE. "D". The Building No. 4 in which the said Premises are to be located is herein referred to as "the said Building".

	-20
8629	6
2006	

7. The carpet area of the said premises is 821.51 sq. ~~meters~~ ft. inclusive of the balcony, Common areas and facilities for the said Buildings i.e. relative common areas and facilities for the said Buildings and relative common areas and facilities for the said premises, percentage of undivided interest of the said Premises in the

common areas and facilities of ,the said Building as also the percentage of undivided interest of the said Premises in the restricted common areas and other facilities provided on the floor on which the same are located are as per the particulars whereof are given in the Annexure hereto annexed and marked ANNEXURE "E". The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the lay-out and/or Building Plans.

8. The Developers are entering into similar separate agreements with the several other persons and parties for the sale of flats/shops/car parking spaces, etc. in the said building.

9. The Purchaser shall pay to the Developers the sum of Rs. 55,57,500/- as the lump sum purchase price in respect of the said premises. The purchase price of Rs. 55,57,500/- is inclusive of Rs. NIL /- being the proportionate price of common areas and facilities of the said Building. The said purchase price shall be paid by the Purchaser to the Developers as per the installments as under: -

(a) Rs. 25,00,000/= paid as the earnest money

(b) Rs. 25,00,000/= On execution of Agreement

(c) Rs. — /= On completion of 1st slab.

(d) Rs. — /= On completion of 3rd slab.

(e) Rs. — /= On completion of 5th slab.

(f) Rs. — /= On completion of 7th slab.

(g) Rs. — /= On completion of 9th slab

(h) Rs. — /= On completion of 11th slab.

(i) Rs. — /= On completion of 13th slab.

(j) Rs. — /= On completion of 15th slab.

(k) Rs. — /= On completion of 17th slab.

SUB REGISTRAR BORIVALI NO.4 OF THE DISTRICT MUMBAI SUBURBAN DIST. (GOVERNMENT OF MAHARASHTRA)

बदर-१०
९६२५ e
२००८

136

22

(l) Rs. — /=	On completion of 19th slab.
(m) Rs. — /=	On completion of 21st slab.
(n) Rs. — /=	On completion of 23rd slab.
(o) Rs. — /=	On completion of 25th slab.
(p) Rs. — /=	On completion of 27th slab.
(q) Rs. — /=	On completion of 29th slab.
(r) Rs. 1,00,000/=	On completion of External / Internal
(s) Rs. 1,00,000/=	On completion of Flooring Work of said premises
(t) Rs. 1,00,000/=	On fixing of Doors & Windows in the said premises
(u) Rs. 1,00,000/=	On completion of Plumbing work of said premises
(v) Rs. 1,00,000/=	On completion of Painting Work of said premises
(w) Rs. 57,500/=	On Intimation of Handing over of the Possession of said premises.

THE SUB REGISTRAR BORIVALI NO. 4 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

बदर-१०	
९६२५	९०
२००८	

Rs. 55,57,500/= Total

It is specifically agreed that the apportionment of Rs. N/C /- as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease, the intent of the parties being that the said premises are sold to and purchased by the purchaser with all the appurtenant rights for the lumpsum of Rs. 55,57,500/=.

10. It is expressly agreed and the Purchaser is aware that as a result of changes in the building plans of the said Building the share of the said premises in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorises the

Developers to so increase or decrease the said share of the Premises in the said common areas and facilities of the said Building and/or the said Property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

11. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price of as set out in Clause 9 above shall be of the essence of the contract. In the event of the purchaser making any default in payment of any installment of the purchase price on its due date, the Developers will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Developers (but without any interest, compensations, damage or costs) Sixty days after the termination of this Agreement. Further, the DEVELOPERS shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, registration charges, etc. Upon the termination of this agreement, under this clause and the Developers will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any other party and the Purchaser herein will have no right to object to such sale/disposal of the said premises by the Developers.

12. Without prejudice to the above and the Developers other rights under this Agreement and/or in law, the Developers may at their own option accept from the Purchaser the payment of the defaulted installment/s on the Purchaser paying to the Developers interest on the defaulted installment/s at 'the rate of 21% per annum for the period for which the payment has been delayed.

13. The possession of the said premises shall be given by the Developers to the Purchaser on or before the 31st day of December 2009. — subject to the availability of cement, steel, water and other

134

24

building materials and subject to strikes, civil commotion or any Act of God such as earth quake, flood or any other natural calamity and act or other, causes beyond the control of the Developers. If the Developers shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchaser to terminate this Agreement in which event the Developers shall forthwith on demand refund to the Purchaser all the monies paid by the Purchaser to the Developers herein together with simple interest at the rate of 12% per annum from the date of the receipt of the respective amounts by the Developers and until such amounts are refunded such amounts and interest shall be a charge on the said Property together with construction (if any) thereon to the extent of the amounts due to the Purchaser. The amount so paid by the Developers shall be accepted by the Purchaser in full satisfaction of all his/her/its claim against the Developers/against the said premises under this Agreement and the Developers will not be liable to pay to the Purchaser any other amount as damages, interest compensation or otherwise howsoever.

14. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Property or the said buildings or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the Conveyance in favour of a Federation of all the Co-operative Societies of their respective buildings as hereinafter mentioned.

	10
2006	92
2006	

15. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terrace and other premises will remain the property of the Developers until the said Building is transferred to the proposed Federation of all the Co-operative Societies of their respective

buildings as hereinafter mentioned, subject however, to the rights of the Developers as herein stated including assignment of rights of hoarding, Cable TV Antenna, Mobile Service Provider and such other communication service providers on the terrace of the said building.

16. It is hereby expressly agreed that the Developers shall be entitled to sell the premises in the said building for the purpose of using the same as residence, guest house, dispensaries, nursing homes,, maternity homes, or commercial user, shops, consulting rooms, banks, community hall, stalls, or any non-residential user as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the Purchaser shall not object to the use of the other premises in the said Building for any one or more of the aforesaid purposes by the respective Purchasers thereof.

17. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Developers and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit. In the event of the Developers obtaining permission from the Concerned Authorities for constructing one or more premises on the terrace then the Developers shall be entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such persons and at such rate and on such terms as the Developers may deem fit. The Developers shall be entitled in that event to allow use of such entire terrace to the Purchaser of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession (as owner) of the Purchaser of such premises proposed or constructed on the

बदर-१०
९६२५ | ९३
२००६

132

26

terrace. In the event of the Developers constructing more than one premises on the terrace, the Developers shall be entitled to dispose of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The society that may be formed by the Purchasers of premises as stated hereinafter shall admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank on the terrace with the exclusive right to storage tank for the said building and/or anything thereof being constructed or any other common facility being provided on the terrace then the Society shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace and the Society,

18. Until execution of the Conveyance as herein mentioned the Developers shall have full right, if so permitted by the Concerned Authorities, to make additions to the said Building and such additions (additional construction) shall be the property of the Developer (as shall be determined by them inters) and the Purchaser will have no claim therein . The Developers (as may be determined by them inters) shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as they may deem fit. It is expressly agreed and confirmed by the Purchaser that the right of the Developers to put up additional floors on the said Building is an integral part of this contract for the sale of the said premises to the Purchaser and the Purchaser hereby expressly agrees that he/she/they will not in any manner object to the Developers carrying out any additional construction on the said Building The Purchaser hereby gives his/her/their irrevocable consent to the

बहर-१०
6629
२००८

Developers carrying out construction of additional floors/areas on the said Building as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building plans as may be approved by the Concerned Authorities. It is the intention of the parties that this Agreement pertains only to the said premises and hence the Purchaser will have no right to raise any objection to the Developers (as may be determined by them inters) making any changes in the Building.

19. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the purchaser in respect of the said premises the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in respect of their Development rights in the said Property. The Developers shall be free to construct additional structures like substation for electricity office Co-operative Societies Office, Co-operative Departmental stores, temple or place of worship, covered and enclosed garages in open compound, underground and overhead tanks, structures watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or lay out plan of the said Property. The Purchaser shall not interfere with the rights of Developers by raising any disputes or Court Injunctions under Section 7 of the Maharashtra Ownership Flat, Act, 1963 and/or under any other provision of any other applicable law. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any Authority of the State or Central Government or Competent Authorities under law concerning construction of buildings for implementation of their scheme for development of the said Property.

बदर-१०
९६२५ | ९५
२००८

130

28

20. As soon as the said Building is notified by the Developers as complete each of the Purchasers of the premises in the said Building (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said Building. If any of the Purchasers fails to pay the arrears in spite of the notice the Developers will be entitled to terminate the Agreement with such Purchaser and thereupon all the monies paid by such Purchaser to the Developers in respect of the premises agreed to be purchased by him shall within sixty days of such termination be refunded by the Developers to the Purchaser. The 10% of the monies as shall not be refunded to the Purchaser as aforesaid shall stand forfeited to the Developers.

21. The said building shall be constructed and completed in accordance with the plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Developers as herein above set out and if any defect in the said building or materials used or if any unauthorised change in the constructions in the said building is brought to the notice of the Developers within a period of 3 years from the date of handing over possession of the said premises by the Developers, it shall wherever possible be rectified by the Developers without further charge to the persons who have purchased premises in the said Buildings and in other cases the Purchasers of flats/ premises shall be entitled to receive reasonable compensation for such defect or change from the Developers. In case there shall be any dispute as regards any defect in the said Building or materials used or any unauthorised change in the construction thereof or as to whether it is reasonably possible for the Developers to rectify any such defect or change or as regards the amount of reasonable compensation payable in respect of such defects or changes which cannot be or are not rectified by the

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 SUBURBAN DIST (GOREGAON)

6629	9E
2006	

Developers the matter shall within a period of 3 years from the date of handing over possession be referred to the decision of the Authority specified in sub-section (2) of Section '7' of the Maharashtra Ownership Flats Act, 1963.

22. The said Building i.e. Sejal Tower and the buildings earlier constructed namely (1) Vallabh Apartment, (2) Prabha Apartment, (3) Veena Apartment & (5) Neeta Apartment (as shown on the Plan No. 1 hereto annexed in hedge lines) shall be conveyed to a Federation of all Co-operative Society of their respective buildings. The Developers have agreed to sell the said Premises to the Purchaser with a view to enroll the Purchaser as the member of the said Sejal Tower Society (to be formed for the said Building) at the time of the registration of the said Society. The said Society shall be registered only after the said Property shall have been fully developed and all the Flats, Shops and other Premises in the said building as also in the other structures that may be constructed thereon are sold and disposed of. The Purchaser shall become a member of the said Society (which is to be formed solely for the purpose of the said Building) and the Developers shall cause the Owners to execute the Conveyance in respect of the said Building and the surrounding land (as shown on the Plan No.1 hereto annexed in hedge lines) in favour of the said Co-operative Society. Until such Conveyance is executed the right of the Purchaser hereunder shall be confined only to the said Premises and the Purchaser and/or the Society to be formed for the purpose of the said Building shall have no right on any portion of the said Property. The conferment of right shall take place only in respect of the said Building and the earlier buildings as constructed on the said property in favour of the Federation of all the Co-operative Society of their respective buildings on the execution of the Conveyance in its favour as aforesaid i.e. the Conveyance shall be in respect of the said Building.

९६२५	९८
२००८	

128

30

and such other buildings constructed earlier by the Developers. The Purchaser will not ask for the sub-division in respect of the portion of the land to be conveyed to the said Society from out of the said Property. The Conveyance to be executed in respect of the said Building shall contain such covenants conditions and stipulations, as the Developers shall determine for protecting and safeguarding their rights as regards the remaining portions of the said Property.

23. The Conveyance in respect of such Federation shall be executed only after the entire Property shall have been fully developed as aforesaid. Even after the Co-operative Society for the said Building shall have been formed as aforesaid and/or the Conveyance in respect of the said Building and the buildings constructed earlier shall have been executed in favour of the said Federation as aforesaid, the Developers shall have full right and authority to develop the remaining portion of the said Property and the entire Floor Space Index (F.S.I) of the said Property (other than the F.S.I. utilised in the said Building) along with available additional FSI by way of T.D.R. and change of reservation policy at a later date shall continue to be under the Ownership and control of the Developers who shall be entitled to utilise the same for their benefit in development of the remaining portions of the said Property and the Purchaser and/or the said Society to be formed for the said Building as aforesaid shall have no right of any nature whatsoever in respect thereof. As regards the F.S.I, utilised and/or to be utilised in the said building is concerned the same shall be also be under the Ownership and control of the Developers who shall be entitled to utilise the same (subject to the other rights of the Developers under this Agreement and under the law) in the construction of the said Building and for the disposal of premises therein on Ownership basis.

बदर-१०	
८५२५	९८
२००८	

24. So long as the various premises in the said building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates the Purchaser shall pay the proportionate share of such taxes, rates, and other outgoings mentioned in the Third Schedule assessed on the whole building. The Purchaser shall be liable to pay the proportionate share towards such expenses per month, whatever it may occur to the Developers for the above. The Purchaser agrees and accepts that from the date of the said premises being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the accommodation) of all outgoings in respect of the said property and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities and also the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the said Federation of the Societies is formed and the said property and building/s transferred to it, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Flat Purchaser's share is so determined the Purchaser shall pay to the Developers provisional monthly contributions as 12 months advance as mentioned in Clause No. 42 towards the said outgoings. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until a conveyance/assignment of lease is executed in favour of the said

125

32

Federation of the societies as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, to be formed by the flat/premises purchasers of the said building, as the case may be. Unless the Purchaser has deposited with the Developers the said amount by way of provisional deposit, for the initial period from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Developers shall not be bound to hand over the possession of the said premises to the Purchaser. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills for the purchaser's premises. The Purchaser shall be liable to pay electricity bill of individual meters separately. It is understood that the Developers shall themselves look after the maintenance of the said property and building/s thereof initially for some period from the date of completion of the building and apply the said deposit towards expenses on this account. If it is found by the Developers that the said deposit is not adequate or it is likely to be finished very soon, the Developers shall have the right to demand the payment of additional deposit from the purchaser, and the purchaser hereby agrees to meet such requisition immediately without protest.

25. The Developers shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold flats. In case the Conveyance/Lease is executed in favour of the Federation of all the Co-operative Societies of their respective buildings before the disposal of by the Developers of all the flats and other premises in the said buildings then in such case, the Developers shall join in such co-operative Society and as and when such premises are sold, to the persons of the choice and at the discretion of the Developers, the Co-

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

बहर-१०
C62Y 20
२००८

operative Society shall admit as members the Purchasers of such premises without charging any premium transfer fee or any other extra payment.

26. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society, shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

27. The Purchaser agrees to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable. Further the Developers are not bound to give notices requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates or events. The Purchaser shall use the premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose and shall use the parking space (if any) allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle and not for any other purpose.

28. The Purchaser hereby covenants with the Developers to pay consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developers fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be

9629	29
२००८	

124

34

observed by the Developers. The Purchaser also agrees and undertakes to give all the facilities to the Owners, the Developers and other Developers to carry out additional construction work on the said buildings now under construction and/or to construct additional Buildings and structures on the said Property.

29. The Purchaser along with other purchasers of premises in the building shall join in forming and registering an Association of Apartment Owners or a society or a limited company (sole option being with the Developers herein) as may be decided by the Developers to be known by such name as the Developers may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time, the Purchaser agrees and undertakes to sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Developers within seven days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the organization of the Purchasers, under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Rules, 1964. No Objection shall be raised to the changes in the draft Byelaws as may be required by the Registrar, of Co-operative Societies and/or other Concerned Authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all others deeds as the Developers may require him/her/them to do from time to time for safeguarding the interest of the Developers and the Purchasers of other premises in the said Buildings. Failure to comply with the

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 SUBURBAN DIST.

बदर-१०
९६२९ | २२
२००८

provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Developers shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Owners as aforesaid to carry -out additional construction work on the said Buildings and structures on the said Property and also confirming the right of the Developers to sell on ownership basis other premises in the Buildings to be constructed on the said Property.

30. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or of any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property, and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developers in the proportion of the area of the said premises to the total area of all the premises on the said building.

31. The Purchaser/s shall on demand, deposit with the Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Developers to the Local Authority or Body concerned and/or to any other Concerned Authority.

32. The Purchaser shall at the time of making payment of the installments mentioned as agreed herein will also pay to the Developers a sum as mentioned in Clause 42 which will be held by the Developers as deposit without interest and the Developers shall be entitled to utilise such deposits towards payment of taxes and other outgoings. In the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him/her/them, the

बंदर-१०	
६६२५	२३
२००८	

1129

36

Developers will have right to take legal action against the Purchaser for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been transferred and/or conveyed to the Society the Developers shall handover the said deposit or the balance thereof to such Society.

33. The Co-operative Society for the said Building shall incorporate the name Sejal Tower in its name and that name will not be changed under any circumstances without obtaining permission of the Developers.

34. The Purchaser shall allow the Developers and their surveyors and Agents with or without workmen and other at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the premises of any other premises owners in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by the Purchasers.

बुक नं. १०	
९६२५	२८
२००८	

35. In the event of the said society formed and registered before the sale and disposal by the Developers of all the premises in the said Building as also the completion of construction of additional structures and/or sale and disposal of premises in the said Buildings on the said Property and/or the additional structures, the powers and authority of the society and the purchasers of the premises therein shall be subject to the powers of the Developers in all the matters

concerning development of the said Property as also construction of additional structures and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards any unsold premises and the sale thereof. As aforesaid the right of the said Society shall be confined only to the said Building and the surrounding land (as determined by the Developers and the Developers shall have a right to complete the said Building and to sell and dispose of for their benefits all unsold premises in the said Building.

36. The Purchaser shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said building other than his/her/their premises. The Purchaser shall not permit the closing of the chajjas or make any alternations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them and the Purchaser shall not shift window, construct temporary chajjas or put box grill or nitch box, etc in the said premises.

37. After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his/her/their own costs and the Developers shall nut be in any manner liable or responsible for the same.

38. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is clarified that this does not cast any obligation upon the Developers to insure the building or premises agreed to be sold to the Purchaser.

39. After the said Building and premises to be constructed by the Developers on the said Property are complete and ready for occupation and after the society for the said Building as aforesaid is registered and only after all the premises in the said building shall have been sold and disposed off by the Developers and after the Developers shall have received all dues payable to them under the terms of the Agreement with the Purchasers of all the premises in the said Building the Developers shall execute and/or cause to be executed by the Owners in favour of the said Society, Conveyance in respect of the said Building and the land surrounding thereto (as determined by the Developers) as provided in Clause 22. Until the execution of the Conveyance, the possession of the said Property and the said Building and premises thereon shall be deemed to be of the Developers and the Purchaser who shall have been given possession of the premises agreed to be sold to him/her/them shall be merely a licensee thereof.

40. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance at Mumbai and the Developers will attend the Sub-Registrar and admit execution thereof after the Purchaser's inform them of the number under which it is lodged for Registration by the Purchaser.

41. All letters, circulars, receipts and/or notices issued by the Developers dispatched under Certificate of Posting to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge to Developers. For this purpose, the Purchaser has given following address:

PACL (INDIA) LIMITED
IInd Floor, Bonanza Arcade,
Amboli Naka, 57, S. V. Road,
Andheri (W), Mumbai-400 058.

42. The Purchaser shall at the time of making payment of the installments mentioned in Clause 9 deposit with the Vendors/Developers the following amounts:

(i) Rs.5,000/= lump sum amount of legal charges for this agreement

(ii) Rs.520/= for share money, application and entrance fee of the Society.

(iii) Rs.3,000/= for formation and registration of the Society.

(iv) Rs.10,000/= towards deposit of electric Meter & Water Meter.

(v) Rs. 13,801/= towards development charges @Rs.14/= per sq.ft of built up area.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

बहर-१०
९६२५ २७
२००८

(vi) Rs. 1,50,000/= towards lump sum advance maintenance charges for 12 months.

In case there shall be deficit in this regard, the Purchaser shall forth with on demand pay to the Developers his proportionate share to make up such deficit.

43. Over and above the consideration value of the said premises as stated in clause no. 9 above, the Purchaser agrees to pay the Service Tax (if applicable) & any other taxes/charges (if any) as per prevailing rate at the time of taking possession of the said premises.

44. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or fire cess is paid to the corporation or to the State Government of betterment charges, or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Developers the same shall be reimbursed by the Purchaser to the Developers in proportion to the carpet area of the said premises agreed to be acquired by the Purchaser and in determing such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser.

45. It is further agreed between the Developers and the Purchaser if at the time of execution of conveyance in favour of the said Federation of all the Co-operative Housing Societies of their respective buildings, the Purchasers and/or the said Society shall reimburse to the Developers IOD, deposits and other refundable deposits paid by the Developers in respect of the said Building.

46. The Deed of Conveyance and other documents for transferring the title in favour of the said Federation of all the Co-operative Housing Societies of their respective buildings shall be prepared by M/s. Kirit N. Damania & Co., and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said Property.

47. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Developers.

48. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser shall have no right to object to the same.

49. The Purchaser himself with intention to bind all persons into whosoever hands the said premises may come, doth hereby covenant with the Vendors/Developers as follows:

(a) To maintain the said premises at Purchaser's costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the

116

42

said premises is situated and the said premises itself or any part thereof.

(b) Not to store the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.

(c) To carry at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Developers in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the said "4 premises and appurtenances thereto in good tenantable

repair and condition and in particular so as to support shelter and protect the other part of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Developers and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).

(e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the said Building.

(f) Pay to the Developers within 7 days of demand by the Developers his share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building.

(g) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the Concerned Local Authority, or Government and/or other Public Authority on account of change of user of the said premises by the Purchaser.

(h) The Purchaser shall not let, sub-let, transfer, assign, or part with Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any

of the terms and conditions no of this Agreement and until the Purchaser has obtained permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers.

(i) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(j) Till Deed of Conveyance in respect of the said Building and all the other buildings and the land surrounding thereto (as shown on Plan No. 1 hereto annexed in hedge lines) is executed, the Purchaser permit the Developers and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part thereof to view and examine the state and condition thereof.

बदर-१०	
९६२५	३२

(k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement, (including in the recitals thereof). If the Purchaser neglects, omits or fails to pay for any reasons whatsoever to the Developers under the terms and conditions of this Agreement

(whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developers shall be entitle to re-enter upon and resume possession of the said premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developers re-entry on the premises as aforesaid all the right, title, and interest of and Purchaser in the said premises and under this Agreement shall cease and Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Purchaser (except the outgoings apportionable to the said premises till the date of such termination) shall after Sixty days of such termination be refunded by the Developers to the Purchaser.

50. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering conveyance and any other documents required to be executed by the Owners, the Developers or by the Purchaser stamp and registration charges in respect of such documents transferring land and Buildings in favour of the Federation of all the Co-operative Societies of their respective buildings as well as the entire professional costs of the Advocates of the Developers in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society. The Developers shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Developers his proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in Clause 42 above.

51. All out of pocket costs, charges and expenses including the stamp

duty, registration charges of and incidental to this agreement and service tax (if applicable) shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.

52. The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.

53. The Purchaser agrees and accepts that if the carpet area of the premises is found to be less up to 2% for whatsoever reason, the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and shall not complain or demand any compensation for such reduced area.

54. This agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act (Mah. Act No. XV of 1971) and the rules made there under.

बदर-१०
२००८

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground situate lying and being at Mouje Pahadi, Near Goregaon Taluka Borivali in the Registration District and Sub-District of Mumbai City and Suburban (now in Greater Mumbai), bearing Survey No. 161 (part) containing by admeasurements 4 Acres and 16 Gunthas or there about 21296 square yards or 17805.58 square metres. The said area of Survey is ascertained to be 28845 square yards (i.e. 24117 square metres) or thereabouts and bounded as follows that is to say> on or

towards the East by a Road of Maharashtra Housing Board, on or towards the West partly by pumping station and partly by the land covered by green belt, on or towards the North partly by the Maharashtra Housing Board and on or towards the South by the Boundary of Village Goregaon and delineated on the plan hereto annexed and thereon surrounded by a red coloured boundary line. City Survey Number is not allotted to the Property.

IN WITNESS WHEREOF, the Developers and the Purchaser/s have hereinto set and subscribed their hand and seal the day year first hereinabove written.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DISTRICT

SIGNED AND DELIVERED by the)
withinnamed "DEVELOPERS")
SHREE SEJAL CONSTRUCTION)
PRIVATE LIMITED)
In the presence of .....)

PAN No.: AAACS0688M

For Shree Sejal Construction Pvt. Ltd.

Director

SIGNED AND DELIVERED by the)
withinnamed "PURCHASER")
Mr./Mrs./M/s. _____)
_____)
_____)
In the presence of .....)

PAN NO. AAACP4032A

For **PAGL INDIA LIMITED**

Authorised Signatory/Authorised Signatory

RECEIVED the day and year first)
hereinabove written of and from the)
withinnamed Purchaser the sum of Rs.)
Rs. 25,00,000/= (Rupees Twenty)

बहर-१०	
९८२५	३५
२००८	

Five Lacs only))
being the amount of earnest money or)
deposit to be paid by him/her to us by)
Cash/Cheque No. 929324 dated)
24/09/08 drawn on HDFC Bank)
Ltd., Delhi Br. Bank.)
)

For PAGL INDIA LIMITED

Authorised Signatory/Authorised Signatory.

WE SAY RECEIVED

For **SHREE SEJAL CONSTRUCTION PVT. LTD.**

DIRECTOR.

WITNESS :

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DISTRICT

नदर-१०
९६२५ | ३८
२००८

THE SECOND SCHEDULE ABOVE REFERRED TO

LIST OF AMENITIES AND SPECIFICATIONS

1. R.C.C. frame structure as per I.S.I. Standard.
2. Granamite flooring in living, bed-room and passage, lobby and Kitchen.
3. Elegant Granite Kitchen platform with S.S. sink and full height dado above kitchen platform.
4. Designer Main Door & Brass Fittings.
5. Modern Designer Bathrooms / Toilets.
6. Instant Geyser & Exhaust Fan in all Bathrooms.
7. Large size Anodized / Power coated heavy duty Aluminum sliding windows with Tinted Glass.
8. Entrance door with flush shutters with safety chains, peep-eye, door stopper, aldrop and latch.
9. P.O.P. finished Luster Paint Walls.
10. Glass Louvered wooden window in Bath & W.C.
11. Common Intercom connected to security cabin.
12. Pest control & white ant treatment at foundation.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing, re-decorating etc, of the main structure and in particular the roof, gutters and rain water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the other premises and the main entrance, passage, landings, staircase of the other buildings as enjoyed by the Purchaser used by him/her/them in common as aforesaid and the boundary walls of the building compound terraces etc.

2. The costs of clearing and lighting the passage, landings, staircases and other parts of the buildings enjoyed or used by the Purchaser in common as aforesaid.
3. The cost of decorating the exterior of the building.
4. The cost of salaries of clerks, bill collectors, sweepers etc.
5. The costs of working and maintenance of water, pumps, lights and other service charges.
6. Local Authority and other taxes and other assessments.
7. Insurance of the building
8. Cost of water or electric meters and/or any deposit for water or electricity.
9. Costs of making and maintaining water main, sewerage line, street lights, internal road, D.P. Roads, storm water drain etc.
10. Costs of installing laying and maintaining all the services infra structure and final services in the lay out area.
11. Such other expenses as are necessary or incidental for the maintenance and up-keep of the building.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DISTRICT

बहर-१०
२६२५ | ३६
२००८

ANNEXURE"E"

(A) Common areas and facilities of the said premises in relation to the said Building:-

(a) The portion of the said property on which the plinth of the said Building shall be constructed, and the common service lines such as electricity, water, drainage, common recreation areas.

(B) The following facilities which will be located throughout the building ;

(1) Water tank located on Ground Floor of the Building;
(2) Plumbing network throughout the Building;
(3) Electric wiring network throughout the Building;
(4) Necessary light, telephone and public water connections;

(5) The foundations and main walls, columns, girders, beams and roofs of the building; and

(6) All apparatus and installation existing for common use.

(C) The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor:-

(1) A lobby, which gives access to the stairway from the said premises.

(2) Refuge Area.

(3) Fire Passage.

(D) Percentage of undivided share of the said premises

(i) Common areas and facilities relating to the said larger property %.

(ii) Common areas and facilities relating to the said building %.

(iii) Restricted common areas and facilities on particular floor of the said Building on which the said premises is located %

N.B: The aforesaid statement is tentative and is liable, to change in the event of there being change in the layout of the larger property and/or in the building plans of the said Building.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 SUBURBAN DISTRICT (GOREGAON)

बदर-१०
९६२५ | ३९
२००८

106

52

मालमत्ता पत्रक

गाव — पहाडी गोरेगाव (प) तालुका/मु.मा.का. — न.मु.अ.गोरेगाव जिल्हा — मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक — क्षेत्र चौ.मी. — धारणाधिकार — शासनाला देय असलेल्या रकमा (तपशील)

२००३अ

दिनांक	व्यवहार	खंड क्रमांक	नवीन मापक (धा) पट्टेदार (प) किंवा भार (भ)	साक्षांकन
१५/११/२००२	मा. अपर जिल्हाधिकारी मु.उ.जि. यांचे कडील आदेश क्र.सी/एल.एन.डी/वी II A/सन ९ पी/एस आर दिनांक ७/६/१९९० अन्वये व मा.नगर भूमापन अधिकारी गोरगाव यांचेकडील दि.१५/११/०१ चे आदेशान्वये (३-१) क्र.१७७२अ या मिळकतीत, ६ क्षेत्र निवासी १४००२.५९ चो.मि. सारा रक्कम रुपये ६४४१.००/- व व्यापार करीता क्षेत्र २२४.९ चौ.मी. सारा रुपये ३०९.०० सन १९८९ ते १९९० एक वर्षा करीता विनशर्ती मा.न्यायालय नोंद पत्रकी व सत्ता प्रकार सी.१ एवजी सी दाखल झाली.			

सरकारी — खरी नकल

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 — मुख्य निबंधक बोरिवली-४ — न.मु.अ.गोरेगाव — मुंबई उपनगर जिल्हा — उपनगर, जिल्हा (गोरेगाव) — MUMBAI SUBURBAN DIST. (GOREGAON)

दस्त प्रतिलिपी

CERTIFIED TRUE COPY

VIJAY GORADIA
LICENSED SURVEYOR
Sahyog Bldg. S. V. Road.
Kandivali (West), Mumbai-400 067.

VIJAY GORADIA LICENSED Surveyor — 617, Sahyog Bldg. S. V. Road, Kandivali (W), Mumbai-67.

बदर-१०
६७५ | ४०
२००८

53 105

मालमत्ता पत्रक

गाव/पेठ — पहाडी गोरेगाव (प) तालुका/न.भू.मा.का. — न.भू.अ. गोरेगाव

सि.टी. सर्व्हे क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेरतपासणीची नियत वेळ
१०७३क			१६८८८.०	सी	रुन २१८१ [illegible]
			२६१०.० न.भू.क्र. १०७३ बी व [कर]		६८४१.०० [illegible]
			१०७ असीकडेयां		
			१४२७८.०		

सुविधाधिकार

हक्काचा मूळ धारक :

पट्टेदार

इतर भार

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
[illegible]	मा. [illegible] मुंबई उपनगर यांचे कडील आदेश क्र. [illegible]/S-१०७४/२७ दि. [illegible] मुंबई [illegible] गोरेगाव [illegible] न.भू.क्र. १० [illegible] सत्ते ८६ [illegible]	SI	(धा) मे. जेम्स कन्स्ट्रक्शन कंपनी चे भागीदार १) श्री. इंदु कुमार नानालाल असानी २) श्री गिरधनलाल गोपालजी शहा ३) [illegible] ४) श्री [illegible] उमरचंद पारख ५) श्री [illegible] उमरचंद पारख ६) श्री कांतीलाल उमरचंद पारख ७) श्री सुधीर कांतीलाल [illegible] ८) श्रीमती रेखा सरेश [illegible] ९) श्री सिध्दार्थ आनंदलाल [illegible] १०) श्रीमती मिना [illegible] ११) श्री अनिल कुमार गोपालजी शहा १२) श्रीमती [illegible] १३) श्री [illegible] १४) [illegible] १५) श्री [illegible] ओझा १६) श्री तुषार [illegible] ओझा	[illegible]
२०/०३/१९९२	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा याचे कडील क्र. सी/ कार्या -७/एकत्रिकरणाचा/ वि एस आर- २९९ दि. ०७/०३/१९९२ चे आदेश प्रमाणे उप विभागणी झालेने न. भू. क्र. १०७३क व नमुद १०७८ करणे इत्र २६१०.० चौ. मि. पुर्वी कडून न. भू. क्र. १०७३क चे [illegible] १४२७८.० चौ. मि. [illegible] कडून न. भू. १०७३ चा १०७३ [illegible] केला			[illegible]

बदर-१९
C625 80
2006

CERTIFIED TRUE COPY
Vijay
LICENSED SURVEYOR
VIJAY [illegible] GORADIA
6-7, Sahayog Bldg; S. V. Road,
Kandivali (West), Mumbai-400 067

104

54

गा. न. न. ७, ७-अ व १२

भू. नं. ७६१ हिस्सा नं. ५/१

कब्जेदार

गाव - पहाडी

तालुका बोरिवली

	ए.	गु.
क्षेत्र लागवणी लायक ...	५-३८	
पोट खराबा ...	—	
एकूण ...	५-३८	

	रुपये	पैसे.
आकार	—	
बुडी अथवा ...	—	
ज्यादा आकार ...	—	
पाणी		

मे. जेम्स कंस्ट्रक्शनचे भागीदार
१) बंधुकुमार नानालाल जसानी
२) धीरजलाल गोपालजी शाह
३) भूपतराय कल्याणराय शाह
४) गिरीधरलाल उकाभाई पारीख
५) महेंद्र लालजी उकाभाई पारीख
६) कांतीलाल उ. पारीख
७) सुधीर कांतीलाल जसानी
८) रेखा बंधु जसानी
९) मेहुल आनंदलाल जसानी
१०) नमिता सुधीर शाह
११) सुधा श्री गोयल ११) अनिलकुमार गो. शर्मा
१३) सवाई नि. मर्जीयार
१४) सुलक्षणा शर्मा १५) नवनीत धरराव गो. मोरा
१६) कुमार श्री. मोरा

वर्ष	कूळ व खंड	क्षेत्र	पोट	पिके व लागवड	क्षेत्र	शेरा
८५/८६	२	५६३८		आर	५६३८	

तलाठी गाडगीळ
बोरिवली

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST.

असल बरहुकूम खरी नकल दिली. दि. ११/६/८८ तलाठी

CERTIFIED TRUE COPY
LICENSED SURVEYOR
VIJAY NAGINDAS GORADIA
6-7, Sahayog Bldg; S. V. Road,
Kandivali (West), Mumbai-400 067.

6/7, Sahayog Bldg, S. V. Road, Kandivali (W), Mumbai-67. VIJAY GORADIA LICENSED Surveyor

विक्रीसाठी

बदर-१०
८६२५ | ८२
२००८

(नमुना नं. ६)

गांव - दहिसर
तालुका - बोरिवली

हक्काचे पत्रक

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झाल्याचे सा. नं.	हि. नं.	तपासणी अंमलदाराची सही किंवा शेरा.
96	ता. १५/१२/१९८० रोजी खाली सही करणारे [illegible] सर्व न वापरलेली जमिन [illegible] जमिन [illegible] कंपनीचे [illegible] तुलसीदास तिलोकचंद [illegible] कंपनीचे [illegible] श्री. इंदुबेन कांतिलाल जसानी (२) श्री. तनुबेन चिमणलाल मणियार (३) श्री. शारदाबेन भूपतलाल शाह (४) श्री. चंपाबेन हसमुखराय शाह (५) श्री. चंद्रकांत लक्ष्मीबेन नवनिध (६) गिरधरलाल उगरचंद पारेख (७) मनसुखराय उगरचंद पारेख (८) कांतीलाल उगरचंद पारेख (९) श्री. सुधा बुद्धीमान मणियार (१०) श्री. विमला कांतीलाल शाह (११) श्री. शांतीबेन चिमनलाल शाह (१२) मिनेश आनंदलाल जसानी (१३) सुरेश कांतिलाल (क्रमशः)	9m		ता. काळी 92/0C पुढील हस्तांतरण आयात [illegible] 27/12/20[illegible]

अस्सल बरहुकूम खरी नकल असे तयार दि.

SUB REGISTRAR BORIVALI NO. 4 SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 MUMBAI SUBURBAN DISTRICT

CERTIFIED TRUE COPY
LICENSED SURVEYOR
VIJAY GORADIA
6-7, Sahayog Bldg. S. V. Road,
Kandivali (West), Mumbai-400 067.

SAT. Sahayog Bldg. S. V. Road. VIJAY GORADIA LICENSED Surveyor Kandivali (W), Mumbai-67.

नकल - १०
९५२५ | ८३
२००८

102

56

876

जसानी (30) पंकज रमणलाल जसानी (31)
अतुल नानालाल पारिख (16) सरयू अनि०
कुमार शाह भागीदार युनोटिव्हेट (कन्फर्मिंग
पार्टी) यांचे पासून रु. 42594/- व 15000/-
अशी देऊन दि. 22/9/06 रोजी रजिस्टर्ड
एन. 5234 मे खरेदीने घेतल्या प्रमाणे
मे जोस कन्स्ट्रक्शन कंपनीच्या दि. 4/7/2000
च्या प्रमाणे व खरेदी खताच्या सर्वपरीच
फोटो कापी प्रमाणे व त्यानी दिलेल्या
कागदपत्रानुसार तहसिलदार आदेशानुसार पर/ER
20/80 11-8-80 प्रमाणे
सर्व्हे नं. 969 पै. क्र. 7 एकूण 96 गुंठे जागा
मे जोस कन्स्ट्रक्शन्स नावे केली.

तलाठी भारमल
बोरीवली

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
सह दुय्यम निबंधक बोरिवली-४
मुंबई उपनगर जिल्हा
MUMBAI SUBURBAN DIS.

बदर-१०
८०२५ | ४४
२००६

(57) -101

(नमुना नं. ६)

मौजे :- पहाडी
तालुका :- बोरिवली

हक्काचे पत्रक

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले स. नं. हि. नं.	तपासणी अंमलदाराची सही किंवा शेरा.
98	ता. 2/9/2000 चुन्नुकुरुस्वामी मजुरी कन्स्ट्रक्शन कंपनीने [illegible] जमीनीचा प्राप्ति ® युनिटी इस्टेट [illegible] 969 पै. मुंबई [illegible] दि. 20/9/00 [illegible] नं. 5234 [illegible] 0.[illegible] 969.0 (2900 चौ.मी.) जागा घेतली होती. परंतु मुंबई एकजा प्रमाणे घेतल्या जमिनीची प्रत्यक्ष मोजणी केली त्या प्रमाणे [illegible] 2899.[illegible] चौ.मी. भरते प्रमाणे दि. 9/9/10 रोजी [illegible] कन्स्ट्रक्शन कंपनीने रेक्टिफिकेशन संबंधी दिलेल्या [illegible] प्रमाणे [illegible] कन्स्ट्रक्शनच्या नावे केले.	969	[illegible]

अस्सल बरहुकूम खरी नक्कल असे तयार दि.

THE SUB REGISTRAR OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST (MAHARASHTRA)

CERTIFIED TRUE COPY
LICENSED SURVEYOR
VIJAY GORADIA
6-7, Sahayog Bldg. S. V. Road, Kandivali (West), Mumbai-400 067.

6/7, Sahayog Bldg. S. V. Road. VIJAY GORADIA LICENSED Surveyor Kandivali (W), Mumbai-67.

नंबर-१०	
2629	89
२००८	

100

58

1878/
2005

सेन २२२९ चोवा कल्याण आहेरी
त्यांनी दिलेला रजिस्ट्रीकरण प्रमाणपत्र
२८८५ चोवा म्हणजेच २०२२८ ८९ चोवा प्रमाणे
जेम्स कन्स्ट्रक्शन्स नावे केली असे
जे.वी. परिख यांचे दि. २७-११-८० च्या
तालुका ए. १४/४/१२५/८० प्रमाणे व रजिस्ट्रीकरण
दस्तऐवजाची यादी, सुची क्र. ३. प्रमाणे
नोंद केली असे.
सन. १९७ पै. सेन २८८५ चोवा

सही

सही/-
दुय्यम निबंधक
बोरीवली

कुसीराम

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
दुय्यम निबंधक बोरिवली-४
मुंबई उपनगर, जिल्हा (महाराष्ट्र)
MUMBAI SUBURBAN DIS

बंडल-१०
८८२५ | ४५
२००८

९१

५९

(नमुना नं. ६)

मौजे :- पहाडी
तालुका :- बोरीवली

हक्काचे पत्रक

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले स. नं.	फेरफार झालेले हि. नं.	तपासणी अंमलदाराची सही किंवा शेरा.
६३२	दि. ४/६/६६ अॅग्रीमेंट प्रमाणे वारस खरेदी केलेली सर्व वर्णनाची जमिन मे. जेम्स कन्स्ट्रक्शन यांचे रेकॉर्ड कागदी आहे. परंतु त्यांनी केलेल्या दि. ७/८/८० रोजीच्या अॅग्रीमेंट रजिस्टर क्र. S-२३४०/८० प्रमाणे जेम्स कन्स्ट्रक्शन चे भागीदार म्हणून ①श्री इंदुकुमार शांतीलाल जसानी ② धीरजलाल आपाजी शहा ③ भूपतराय छगनलाल शहा ④ गिरधरलाल उमेदचंद पारिख ⑤ महासुखलाल उमरचंद पारिख ⑥ कांतीलाल उमरचंद पारिख ⑦ सुधीर कांतीलाल जसानी ⑧ रेखा सुरेश जसानी ⑨ सिध्दार्थ.	९६९ पै		नोटिस काढली ५/८/८६ बजा. ३/८/८६ नाबुका कायदेशी क्र. ०८/८६ २/५/८६ इस्मई पटेल मंडळ ३/५/८६

अस्सल बरहुकूम खरी नक्कल असे तयार दि.

सब रजिस्ट्रार बोरीवली नं. ४, मुंबई उपनगर जिल्हा (गोरेगाव)

CERTIFIED TRUE COPY

LICENSED SURVEYOR
VIJAY NAGINDAS GORADIA
6-7, Sahayog Bldg; S. V. Road,
Kandivali (West), Mumbai-400 067.

VIJAY GORADIA
LICENSED
Surveyor
6/7, Sahayog Bldg. S. V. Road, Kandivali (W), Mumbai-67.

बदर-१०
८८२५ | ८६
२००८

९८

60

९०३२
२००५

आनंदराव जयानी - (२२) मीना निखिल
शाह (२३) अनिलकुमार मो. शाह (२४) सुधा
छो. मोदी (२५) अवनिशाचि. मणियार (२६)
रसिकलाल ह. शाह (२७) नवनिलाय या
आत्मा (२८) एकान्त बी. छोसा या प्रमाणे
एकूण २८ भागीदारांची नावे रेकॉर्ड
कागदी दस्तऐवज फक्त असे.
(अर्ज सुची क्र. २, श्री. नरेंद्र मेहता सॉलिसिटर
यांचा जबाब ता. शेरा १ प्रा. टी. एल/वरील
७९८/८ दि. २४/५/८ प्रमाणे वाद
सन. १८७ पै — योग २७१५८ पैसे
२८८५ नंबर

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
MUMBAI SUBURBAN DISTRICT

९/५/८५

सलाम गोरेगाव
दुय्यम निबंधक

नंदकिशोर

नंबर-१०
९८२९ | ४८
२००८

61 97

KIRIT N. DAMANIA & CO.

ADVOCATES & SOLICITORS

Kirit N. Damania,
L L.B. Solicitor

Resi. :
Flat No. 113, 11th Floor,
Rewa Apartments,
T G Pavilion Compound
Bhulabhai Desai Road
Mumbai - 400 026.

Telephone : 2282 3317
Office : 2282 5965
2287 2908 (Fax)
Resi. : 2351 0503
E-mail : kiritndamania@vsnl.net

Office :
Unit No 1113 11th Floor
Raheja Centre
Free Press Journal Road
Nariman Point, Mumbai - 400 021.

TO WHOMSOEVER IT MAY CONCERN

Re:- Property being land admeasuring 23,780.60 sq.mtrs. and bearing C.T.S. Nos. 1073 and 1074, Survey No. 161 (Part) of Village Pahadi, Goregaon (West) on 120 feet Link Road, in Greater Mumbai in the Registration District and Sub-District of Mumbai City and Suburban.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST (GOREGAON)

THIS IS TO CERTIFY THAT we have investigated the title to the above Property of the Owners thereof hereinafter mentioned.

2. The said Property has at all times material been of the Ownership of (1) SHRI. DHIRAJLAL GOPALJI SHAH (2) SHRI. BHUPATRAI CHHAGANLAL SHAH as the Karta and Manager of Bhupatrai C. Shah H.U.F. (3) SHRI. GIRDHARLAL UGARCHAND PARIKH (4) SHRI. MAHASUKHLAL UGARCHAND PARIKH (5) SHRI. KANTILAL UGARCHAND PARIKH (6) SHRI. SUDHIR KANTILAL JASANI (7) SMT. REKHA SURESH JASANI (8) SHRI. SIDDHARTH ANANDLAL JASANI (9) SMT. MEENA NIKHIL SHAH (10) SHRI. ANILKUMAR GOPALJI SHAH (11) SMT. SUDHA BUDDHIDHAN MODY (12) SHRI. AVANISH CHIMANLAL MANIAR as the Karta and Manager of CHIMANLAL MANIAR H. U. F. (13) SMT. SNEHALATA HASMUKHRAI SHAH (14) SHRI. NAVANIDHARAI POPARTLAL OZA as the Karta and Manager of Navanidharai Popatlal Oza H. U. F. and (15) SHRI. TUSHAR KISHORECHANDRA OZA (herein referred to as 'the Original Owners').

(K.N.D.)

बुक-१०
९६२५ | ४९
२००८

Kirit N. Damania & Co.
ADVOCATES & SOLICITORS

3. The Original Owners have by different 15 development Agreements all executed in April 1985, entrusted development rights in respect of the respective portions held by them in the above Property to SHREE SEJAL CONSTRUCTION PVT. LTD.

4. Lay out in respect of the said Property prepared by SHREE SEJAL CONSTRUCTION PVT. LTD. is approved by the Municipal Corporation of Greater Bombay under No. CE/798/LOP dated 22-1-1990. SHREE SEJAL CONSTRUCTION PVT. LTD have accordingly been developing the said Property in phase manner as per the said lay out.

5. We certify that the title of the Original Owners to the above Property is clear and marketable and free from encumbrances.

6. We further certify that SHREE SEJAL CONSTRUCTION PVT. LTD are entitled to develop the aforesaid Property and sell on ownership basis in their own rights, flats and premises in the Buildings to be constructed by thereon on the said Property.

Mumbai, Dated this 17th Day of July, 2006

For KIRIT N. DAMANIA & CO.

PROPRIETOR

बहर-१०
6629
२००८

63 95

BRIHANMUMBAI MAHANAGARPALIKA

CHE/5854/BP (WS)/AP 15 DEC 2006

To,
Shri. Vijay N. Goradia
Licensed Surveyor.

OFFICE OF THE
EX. ENGR. BLDG. PROPL. (W.S.) R & P. WARD
Dr. BABASAHEB AMBEDKAR MARKET BLDG.
KANDIVALI/WEST, MUMBAI-400 067.

Sub : Proposed residential building No.4 on sub-divided plot-A bearing C.T.S. No.1073/A of village Pahadi Goregaon at 120' wide Linking Road, Goregaon (West).

Ref : Your letter No. VNG/667-4 dated 03-11-2006.

Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference and subject to the following conditions :-

1) That all the objections of this office I.O.D. under even No. dated 01/03/1990 shall be applicable and should be complied with.
2) That the changes proposed shall be shown on the canvas plan to be submitted at the time of Building Completion Certificate.
3) That the revised R.C.C. design & calculations shall be submitted before C.C.
4) That the revised drainage approval shall be got approved before C.C.
5) That all balance payment, shall be paid before C.C.
6) That the development charges shall be paid as per rules and regulation.
7) That the C.C. shall be re-endorsed before carrying out the work as per amended plans..
8) That the N.O.C. from E.E. (T. & C) for parking layout shall be submitted.

One set of plans is returned herewith in token of approval.

वर्ष-१०
९६२५ ५२
२००६

: CERTIFIED TRUE COPY
LICENSED SURVEYOR
VIJAY NAGINDAS GORADIA
6-7, Sahayog Bldg. S. V. Road,
Kandivali (West). Mumbai-400 067.

6/7, Sahayog Bldg. S. V. Road, VIJAY GORADIA LICENSED Surveyor Kandivali (W), Mumbai-67.

Yours faithfully,

15/12/06
Executive Engineer (B.P.)
(Western Suburbs) 'P & K/W' ward

Encl. : 1 set of approved plans.

94

64

C.C/LND/VII-A/NAP/SR-1493

Office of the Additional Collector,
Bombay Sub-Urban District,
Old Custom House, Fort, Bombay -1.
Dt: 7-6-1991

HEAD: Application for Extension - M/S. Sheial Construction Pvt. Ltd. ...
to Partner of M/s Jems Construction Company.

O R D E R

Land bearing C.T.S. No. 1073

(S.No. 161pt) of village Pahadi

belongs to the following owners.

I) M/S Jems Construction Company.

II)

III)

M/S Sonex Sheial Construction Pvt. Ltd. applied for extension of

permission in respect of above land for Resi./Comm. purpose.

The owners of the land have given a power of attorney to the

above applicant.

The building plans have also been approved by the Grievance

Municipal Corp. vide letter No. CE/5847, 5848, 5849, 5850, 5851, 5852,

5853, 5854 dt. 1.1.90 [illegible] have also been obtained

Clearance under the Urban Land Ceiling Act vide Order No.

C/ULC/D-II/Sec.20(NGN)VII/[illegible] dated 15-9-1989

of Additional Collector and Competent Authority, Bombay.

The above lands are being used for Agri. purpose and

[illegible]

ATTESTED BY

NOTARY

CERTIFIED TRUE COPY

LICENSED SURVEYOR
VIJAY HINGHDAS GORADIA
6-7, Subuying Bldg. S. V. Road,
Kandivali (West) Mumbai-400 067.

VIJAY GORADIA
LICENSED
Surveyor
Kandivali (West) Mumbai-67.

पट्टा-१०
पेज 42
२००८

65 93

In exercise of the powers delegated under section 44 of the Maharashtra Land Revenue Code, 1966, Non-Agricultural permission is hereby granted to M/S Jems Construction Company.

to use the land specified in the schedule appended hereto as per the plans approved by the Greater Bombay Municipal Corp. subject to the following conditions:

1) that the grant of permission shall be subject to the provisions of the Code and rules made thereunder.

2) that the grantee shall use the land together with the building and/or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any of the land or building thereon for any other purpose without obtaining the previous written permission to that effect from this office.

3) that the grantee shall not sub-divide the plot or sub-plots if any approved in this order, without getting the sub-division previously approved from the Additional Collector, (R.S.D.)

4) that the grantee shall commence the non-agricultural use within the period of one year from the date of this order, unless the period is extended from time to time, failing which the permission shall be deemed to have been cancelled.

5) that the grantee shall pay the N.A. assessment in rounded figures at the rate of Rs. 46-00 & per 100 sq.mts. for residential purpose Rs. 138-00 per 100 sq.m. for commercial purpose. The N.A. assessment for the year 1989-90 comes to Rs. 6980-00

6) that the N.A. assessment shall be quarterly for the period ending 1st July, 1991 in which he shall be liable to revision at the rates

7) that the grantee shall pay conversion tax as per schedule which is equal to three times the N.A. assessment within 30 days from the date of issue of this order failing which the N.A. permission shall be liable to be cancelled.

8) that the grantee shall construct a substantial building and/or other structures if any in the land within a period of three years from the date of commencement of the N.A. use of the land. The period may be extended by this office in discretion on payment by the grantee such fine/premium as may be imposed by Govt. orders.

9) that the grantee shall be bound to execute a bond in form as

92

66

Saturday, February 16, 2008

4:01:15 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 1381

गावाचे नाव पी.एस.पहाडीगोरेगांव

दिनांक 16/02/2008

दस्तऐवजाचा अनुक्रमांक बदर10 - 01320 - 2008

दस्ता ऐवजाचा प्रकार मुखत्यारनामा

सादर करणाराचे नाव:श्री सेजल कंस्ट्र. प्रा. लि. चे संचालक देवांग भुपेंद्र शाह -

नोंदणी फी	:-	100.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (7)	:-	140.00
एकूण	रु.	240.00

आपणास हा दस्त अंदाजे 4:16PM ह्या वेळेस मिळेल

सह. दुय्यम निबंधक बोरीवली - 4

बाजार मुल्य: 0 रु. मोबदला: 1रु.

भरलेले मुद्रांक शुल्क: 200 रु.

DELIVERED

बदर-१०
९६२५ ६५
२००८

provided in Schedule-V appended to the Maharashtra Land Revenue (Conversion of use of land and N.A.Assessment) Rules, 1969 embodying therein all the conditions for the order then called upon to do so.

10) that if the grantee contravene any of the conditions mentioned in the order and those in this Grant, the Collector may, without prejudice to any other penalty to which he may be liable under the provisions of the code, continue the said land/plot in the occupation of the grantee on payment of such fine and re-assessment as he may direct.

11) that notwithstanding anything contained in condition (10) above it shall be lawful for the additional Collector to direct the demolition of any building or structure erected in contravention of the provisions of this grant within such time as he may deem fit, but if any time and as such removal or demolition not being carried out within the specified time, cause the same to be carried out and recover the cost of carrying out the same from the grantee as an arrears of land revenue.

12) that the grant of this permission is subject to the provisions of any other laws for the time being in force and that may be applicable to the relevant other facts of the case e.g. the Urban Land (Ceiling and Regulation) Act, etc.

13) that the grantee shall plant 40 trees before the completion of the building on this land and shall take adequate care of the growth.

Name of the holder:

1) M/S Jemo Construction Company

2)

3)

Was sub divided under this office order No.C/Desk-VII/Amal.Sub.Div./ dt 8/6/90

Village Pahadi Goregaon Borivali C.T.S. No. 1073

i) Area in sq.m. 274.09 purposes Residential Commercial Rs. 309-00

ii) Area in Sq. mtrs. 14002.59 Purpose Residential Rs. 6441-00

iii) Rate of annual N.A. assessment Rs. 309-00 + 6441-00 = 6750-00

iv) Period from Revenue Year 1989 to 1990

v) Conversion tax Rs. 20,250-00 to be paid before

and N.A. assessment for the previous period from

to

Sd/-

Additional Collector, B.S.D.

To,

Shri/Smt. M/s. Sojal Construction Pvt. Ltd.,

C/o. M/s Vijay Garodia, 6-7 Sahayog Building, 2nd floor,

above Central Bank, S.V. Road Kandivali (West) Bombay 67.

The [illegible] of the approved plans of building

[illegible] submitted to the Commissioner, Konkan Division f/o information

Copy with a copy of the approved plan forwarded for information to [illegible] Borivali/Kurla in duplicate. He should [illegible] necessary entry in Taluka Form II and recover tax within period of one month.

Copy to Additional Collector (N.A.) Bombay/Borivali/Kurla. He should make an entry in V.F. II maintained in his office so that the same is kept in order.

Copy with a copy of the approved plan fwd. for inf. to C.T.S.O. (10 L.) B.S.D. [illegible] He should get out the measurement copy from the applicant. He is requested to carry out the actual measurement & report any difference of area in the actual holding as compared to the area for which N.A. assessment is levied so that suitable corrigendum can be issued. He may also make the entry in Property Register Card of all the holders as shown in the above if it is not done so already.

[illegible] the.

Signed by
Additional Collector, B.S.D.

(for Additional Collector, B.S.D.)

CERTIFIED TRUE COPY

SURVEYOR
VIJAY GORADIA
6-7, Sahayog Bldg. S.V. Road,
Kandivali (West) Bombay-400 067.

VIJAY GORADIA LICENSED Surveyor
6/7, Sahayog Bldg. S. V. Road, Kandivali (W.), Mumbai-67.

69

89

Office of the
Ex. Eng. Bldg. Prop. (W.S.) P. & R. Wing
Babasaheb Ambedkar Market Bldg.
Kandivali (West) Bombay - 400 067

BMPP—3908-89-500 Forms

Form 346/88

In replying please quote No. and date of this letter

BC/41

This I.O.D./C.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act 1976

CERTIFIED TRUE COPY

Information of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended up to date.

No. E.B./CE/5850/RS/ of 198 - 198

VIJAY GORADIA
LICENSED Surveyor
Kandivali (W), Mumbai-67

VIJAY GORADIA
6-7, S. V. Road,
Kandivali (W), Bombay 400 067.
MUNICIPAL OFFICE

- 1 MAR 1998

MEMORANDUM

To.

SHRI SEJAL CONSTRUCTION PVT. LTD. C/o SHRI D.C. SHAH, Sq. 14 ...

With reference to your Notice, letter No. 337 dated 23/01/1990 and received on 23/01/1990 and the Plans, Sections, Specifications and Description and further particulars and details of your building at No. 4 on Survey No. 14 of CTS No. 1073 to 1074 of Village Pahadi Goregaon at Goregaon (West) furnished to me under your letter, dated ... I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended up-to-date, my disapproval by thereof reasons :—

बहर-१०	
Reg.	95
2096	

1 - That the C.J. u/s.69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the work.

2 - That the structural design & calculation for the prop. work will not submitted before C.C. & completion certificate from L.S.E. will not be submitted before submitting B.C.C.

3 - That N.O.C. from A.A.&C. (P/S.) will not be submitted before issue of C.C.

4 - [illegible] C.C.

5 - [illegible] G.C.

6 - [illegible]

7 - [illegible]

8 - [illegible]

9 - [illegible]

10 - [illegible]

11 - [illegible]

12 - [illegible]

13 - [illegible]

14 - [illegible]

15 - [illegible]

16 - [illegible]

17 - [illegible]

18 - [illegible]

19 - [illegible]

20 - [illegible]

21 - [illegible]

22 - [illegible]

23 - [illegible]

24 - [illegible]

25 - [illegible]

26 - [illegible]

27 - [illegible]

28 - [illegible]

29 - [illegible]

30 - [illegible]

31 - [illegible]

32 - [illegible]

33 - [illegible]

34 - [illegible]

35 - [illegible]

36 - [illegible]

37 - [illegible]

38 - [illegible]

39 - [illegible]

40 - [illegible]

41 - [illegible]

42 - [illegible]

43 - [illegible]

44 - [illegible]

45 - [illegible]

46 - [illegible]

47 - [illegible]

48 - [illegible]

49 - [illegible]

50 - [illegible]

51 - [illegible]

52 - [illegible]

53 - [illegible]

54 - [illegible]

55 - [illegible]

56 - [illegible]

57 - [illegible]

58 - [illegible]

59 - [illegible]

60 - [illegible]

61 - [illegible]

62 - [illegible]

63 - [illegible]

64 - [illegible]

65 - [illegible]

66 - [illegible]

67 - [illegible]

68 - [illegible]

69 - [illegible]

70 - [illegible]

71 - [illegible]

72 - [illegible]

73 - [illegible]

74 - [illegible]

75 - [illegible]

76 - [illegible]

77 - [illegible]

78 - [illegible]

79 - [illegible]

80 - [illegible]

81 - [illegible]

82 - [illegible]

83 - [illegible]

84 - [illegible]

85 - [illegible]

86 - [illegible]

87 - [illegible]

88 - [illegible]

89 - [illegible]

90 - [illegible]

91 - [illegible]

92 - [illegible]

93 - [illegible]

94 - [illegible]

95 - [illegible]

96 - [illegible]

97 - [illegible]

98 - [illegible]

99 - [illegible]

100 - [illegible]

101 - [illegible]

102 - [illegible]

103 - [illegible]

104 - [illegible]

105 - [illegible]

106 - [illegible]

107 - [illegible]

108 - [illegible]

109 - [illegible]

110 - [illegible]

111 - [illegible]

112 - [illegible]

113 - [illegible]

114 - [illegible]

115 - [illegible]

116 - [illegible]

117 - [illegible]

118 - [illegible]

119 - [illegible]

120 - [illegible]

121 - [illegible]

122 - [illegible]

123 - [illegible]

124 - [illegible]

125 - [illegible]

126 - [illegible]

127 - [illegible]

128 - [illegible]

129 - [illegible]

130 - [illegible]

131 - [illegible]

132 - [illegible]

133 - [illegible]

134 - [illegible]

135 - [illegible]

136 - [illegible]

137 - [illegible]

138 - [illegible]

139 - [illegible]

140 - [illegible]

141 - [illegible]

142 - [illegible]

143 - [illegible]

144 - [illegible]

145 - [illegible]

146 - [illegible]

147 - [illegible]

148 - [illegible]

149 - [illegible]

150 - [illegible]

151 - [illegible]

152 - [illegible]

153 - [illegible]

154 - [illegible]

155 - [illegible]

156 - [illegible]

157 - [illegible]

158 - [illegible]

159 - [illegible]

160 - [illegible]

161 - [illegible]

162 - [illegible]

163 - [illegible]

164 - [illegible]

165 - [illegible]

166 - [illegible]

167 - [illegible]

168 - [illegible]

169 - [illegible]

170 - [illegible]

171 - [illegible]

172 - [illegible]

173 - [illegible]

174 - [illegible]

175 - [illegible]

176 - [illegible]

177 - [illegible]

178 - [illegible]

179 - [illegible]

180 - [illegible]

181 - [illegible]

182 - [illegible]

183 - [illegible]

184 - [illegible]

185 - [illegible]

186 - [illegible]

187 - [illegible]

188 - [illegible]

189 - [illegible]

190 - [illegible]

191 - [illegible]

192 - [illegible]

193 - [illegible]

194 - [illegible]

195 - [illegible]

196 - [illegible]

197 - [illegible]

198 - [illegible]

199 - [illegible]

200 - [illegible]

201 - [illegible]

202 - [illegible]

203 - [illegible]

204 - [illegible]

205 - [illegible]

206 - [illegible]

207 - [illegible]

208 - [illegible]

209 - [illegible]

210 - [illegible]

211 - [illegible]

212 - [illegible]

213 - [illegible]

214 - [illegible]

215 - [illegible]

216 - [illegible]

217 - [illegible]

218 - [illegible]

219 - [illegible]

220 - [illegible]

221 - [illegible]

222 - [illegible]

223 - [illegible]

224 - [illegible]

225 - [illegible]

226 - [illegible]

227 - [illegible]

228 - [illegible]

229 - [illegible]

230 - [illegible]

231 - [illegible]

232 - [illegible]

233 - [illegible]

234 - [illegible]

235 - [illegible]

236 - [illegible]

237 - [illegible]

238 - [illegible]

239 - [illegible]

240 - [illegible]

241 - [illegible]

242 - [illegible]

243 - [illegible]

244 - [illegible]

245 - [illegible]

246 - [illegible]

247 - [illegible]

248 - [illegible]

249 - [illegible]

250 - [illegible]

251 - [illegible]

252 - [illegible]

253 - [illegible]

254 - [illegible]

255 - [illegible]

256 - [illegible]

257 - [illegible]

258 - [illegible]

259 - [illegible]

260 - [illegible]

261 - [illegible]

262 - [illegible]

263 - [illegible]

264 - [illegible]

265 - [illegible]

266 - [illegible]

267 - [illegible]

268 - [illegible]

269 - [illegible]

270 - [illegible]

271 - [illegible]

272 - [illegible]

273 - [illegible]

274 - [illegible]

275 - [illegible]

276 - [illegible]

277 - [illegible]

278 - [illegible]

279 - [illegible]

280 - [illegible]

281 - [illegible]

282 - [illegible]

283 - [illegible]

284 - [illegible]

285 - [illegible]

286 - [illegible]

287 - [illegible]

288 - [illegible]

289 - [illegible]

290 - [illegible]

291 - [illegible]

292 - [illegible]

293 - [illegible]

294 - [illegible]

295 - [illegible]

296 - [illegible]

297 - [illegible]

298 - [illegible]

299 - [illegible]

300 - [illegible]

301 - [illegible]

302 - [illegible]

303 - [illegible]

304 - [illegible]

305 - [illegible]

306 - [illegible]

307 - [illegible]

308 - [illegible]

309 - [illegible]

310 - [illegible]

311 - [illegible]

312 - [illegible]

313 - [illegible]

314 - [illegible]

315 - [illegible]

316 - [illegible]

317 - [illegible]

318 - [illegible]

319 - [illegible]

320 - [illegible]

321 - [illegible]

322 - [illegible]

323 - [illegible]

324 - [illegible]

325 - [illegible]

326 - [illegible]

327 - [illegible]

328 - [illegible]

329 - [illegible]

330 - [illegible]

331 - [illegible]

332 - [illegible]

333 - [illegible]

334 - [illegible]

335 - [illegible]

336 - [illegible]

337 - [illegible]

338 - [illegible]

339 - [illegible]

340 - [illegible]

341 - [illegible]

342 - [illegible]

343 - [illegible]

344 - [illegible]

345 - [illegible]

346 - [illegible]

347 - [illegible]

348 - [illegible]

349 - [illegible]

350 - [illegible]

351 - [illegible]

352 - [illegible]

353 - [illegible]

354 - [illegible]

355 - [illegible]

356 - [illegible]

357 - [illegible]

358 - [illegible]

359 - [illegible]

360 - [illegible]

361 - [illegible]

362 - [illegible]

363 - [illegible]

364 - [illegible]

365 - [illegible]

366 - [illegible]

367 - [illegible]

368 - [illegible]

369 - [illegible]

370 - [illegible]

371 - [illegible]

372 - [illegible]

373 - [illegible]

374 - [illegible]

375 - [illegible]

376 - [illegible]

377 - [illegible]

378 - [illegible]

379 - [illegible]

380 - [illegible]

381 - [illegible]

382 - [illegible]

383 - [illegible]

384 - [illegible]

385 - [illegible]

386 - [illegible]

387 - [illegible]

388 - [illegible]

389 - [illegible]

390 - [illegible]

391 - [illegible]

392 - [illegible]

393 - [illegible]

394 - [illegible]

395 - [illegible]

396 - [illegible]

397 - [illegible]

398 - [illegible]

399 - [illegible]

400 - [illegible]

401 - [illegible]

402 - [illegible]

403 - [illegible]

404 - [illegible]

405 - [illegible]

406 - [illegible]

407 - [illegible]

408 - [illegible]

409 - [illegible]

410 - [illegible]

411 - [illegible]

412 - [illegible]

413 - [illegible]

414 - [illegible]

415 - [illegible]

416 - [illegible]

417 - [illegible]

418 - [illegible]

419 - [illegible]

420 - [illegible]

421 - [illegible]

422 - [illegible]

423 - [illegible]

424 - [illegible]

425 - [illegible]

426 - [illegible]

427 - [illegible]

428 - [illegible]

429 - [illegible]

430 - [illegible]

431 - [illegible]

432 - [illegible]

433 - [illegible]

434 - [illegible]

435 - [illegible]

436 - [illegible]

437 - [illegible]

438 - [illegible]

439 - [illegible]

440 - [illegible]

441 - [illegible]

442 - [illegible]

443 - [illegible]

444 - [illegible]

445 - [illegible]

446 - [illegible]

447 - [illegible]

448 - [illegible]

449 - [illegible]

450 - [illegible]

451 - [illegible]

452 - [illegible]

453 - [illegible]

454 - [illegible]

455 - [illegible]

456 - [illegible]

457 - [illegible]

458 - [illegible]

459 - [illegible]

460 - [illegible]

461 - [illegible]

462 - [illegible]

463 - [illegible]

464 - [illegible]

465 - [illegible]

466 - [illegible]

467 - [illegible]

468 - [illegible]

469 - [illegible]

470 - [illegible]

471 - [illegible]

472 - [illegible]

473 - [illegible]

474 - [illegible]

475 - [illegible]

476 - [illegible]

477 - [illegible]

478 - [illegible]

479 - [illegible]

480 - [illegible]

481 - [illegible]

482 - [illegible]

483 - [illegible]

484 - [illegible]

485 - [illegible]

486 - [illegible]

487 - [illegible]

488 - [illegible]

489 - [illegible]

490 - [illegible]

491 - [illegible]

492 - [illegible]

493 - [illegible]

494 - [illegible]

495 - [illegible]

496 - [illegible]

497 - [illegible]

498 - [illegible]

499 - [illegible]

500 - [illegible]

501 - [illegible]

502 - [illegible]

503 - [illegible]

504 - [illegible]

505 - [illegible]

506 - [illegible]

507 - [illegible]

508 - [illegible]

509 - [illegible]

510 - [illegible]

511 - [illegible]

512 - [illegible]

513 - [illegible]

514 - [illegible]

515 - [illegible]

516 - [illegible]

517 - [illegible]

518 - [illegible]

519 - [illegible]

520 - [illegible]

521 - [illegible]

522 - [illegible]

523 - [illegible]

524 - [illegible]

525 - [illegible]

526 - [illegible]

527 - [illegible]

528 - [illegible]

529 - [illegible]

530 - [illegible]

531 - [illegible]

532 - [illegible]

533 - [illegible]

534 - [illegible]

535 - [illegible]

536 - [illegible]

537 - [illegible]

538 - [illegible]

539 - [illegible]

540 - [illegible]

541 - [illegible]

542 - [illegible]

543 - [illegible]

544 - [illegible]

545 - [illegible]

546 - [illegible]

547 - [illegible]

548 - [illegible]

549 - [illegible]

550 - [illegible]

551 - [illegible]

552 - [illegible]

553 - [illegible]

554 - [illegible]

555 - [illegible]

556 - [illegible]

557 - [illegible]

558 - [illegible]

559 - [illegible]

560 - [illegible]

561 - [illegible]

562 - [illegible]

563 - [illegible]

564 - [illegible]

565 - [illegible]

566 - [illegible]

567 - [illegible]

568 - [illegible]

569 - [illegible]

570 - [illegible]

571 - [illegible]

572 - [illegible]

573 - [illegible]

574 - [illegible]

575 - [illegible]

576 - [illegible]

577 - [illegible]

578 - [illegible]

579 - [illegible]

580 - [illegible]

581 - [illegible]

582 - [illegible]

583 - [illegible]

584 - [illegible]

585 - [illegible]

586 - [illegible]

587 - [illegible]

588 - [illegible]

589 - [illegible]

590 - [illegible]

591 - [illegible]

592 - [illegible]

593 - [illegible]

594 - [illegible]

595 - [illegible]

596 - [illegible]

597 - [illegible]

598 - [illegible]

599 - [illegible]

600 - [illegible]

601 - [illegible]

602 - [illegible]

603 - [illegible]

604 - [illegible]

605 - [illegible]

606 - [illegible]

607 - [illegible]

608 - [illegible]

609 - [illegible]

610 - [illegible]

611 - [illegible]

612 - [illegible]

613 - [illegible]

614 - [illegible]

615 - [illegible]

616 - [illegible]

617 - [illegible]

618 - [illegible]

619 - [illegible]

620 - [illegible]

621 - [illegible]

622 - [illegible]

623 - [illegible]

624 - [illegible]

625 - [illegible]

626 - [illegible]

627 - [illegible]

628 - [illegible]

629 - [illegible]

630 - [illegible]

631 - [illegible]

632 - [illegible]

633 - [illegible]

634 - [illegible]

635 - [illegible]

636 - [illegible]

637 - [illegible]

638 - [illegible]

639 - [illegible]

640 - [illegible]

641 - [illegible]

642 - [illegible]

643 - [illegible]

644 - [illegible]

645 - [illegible]

646 - [illegible]

647 - [illegible]

648 - [illegible]

649 - [illegible]

650 - [illegible]

651 - [illegible]

652 - [illegible]

653 - [illegible]

654 - [illegible]

655 - [illegible]

656 - [illegible]

657 - [illegible]

658 - [illegible]

659 - [illegible]

660 - [illegible]

661 - [illegible]

662 - [illegible]

663 - [illegible]

664 - [illegible]

665 - [illegible]

666 - [illegible]

667 - [illegible]

668 - [illegible]

669 - [illegible]

670 - [illegible]

671 - [illegible]

672 - [illegible]

673 - [illegible]

674 - [illegible]

675 - [illegible]

676 - [illegible]

677 - [illegible]

678 - [illegible]

679 - [illegible]

680 - [illegible]

681 - [illegible]

682 - [illegible]

683 - [illegible]

684 - [illegible]

685 - [illegible]

686 - [illegible]

687 - [illegible]

688 - [illegible]

689 - [illegible]

690 - [illegible]

691 - [illegible]

692 - [illegible]

693 - [illegible]

694 - [illegible]

695 - [illegible]

696 - [illegible]

697 - [illegible]

698 - [illegible]

699 - [illegible]

700 - [illegible]

701 - [illegible]

702 - [illegible]

703 - [illegible]

704 - [illegible]

705 - [illegible]

706 - [illegible]

707 - [illegible]

708 - [illegible]

709 - [illegible]

710 - [illegible]

711 - [illegible]

712 - [illegible]

713 - [illegible]

714 - [illegible]

715 - [illegible]

716 - [illegible]

717 - [illegible]

718 - [illegible]

719 - [illegible]

720 - [illegible]

721 - [illegible]

722 - [illegible]

723 - [illegible]

724 - [illegible]

725 - [illegible]

726 - [illegible]

727 - [illegible]

728 - [illegible]

729 - [illegible]

730 - [illegible]

731 - [illegible]

732 - [illegible]

733 - [illegible]

734 - [illegible]

735 - [illegible]

736 - [illegible]

737 - [illegible]

738 - [illegible]

739 - [illegible]

740 - [illegible]

741 - [illegible]

742 - [illegible]

743 - [illegible]

744 - [illegible]

745 - [illegible]

746 - [illegible]

747 - [illegible]

748 - [illegible]

749 - [illegible]

750 - [illegible]

751 - [illegible]

752 - [illegible]

753 - [illegible]

754 - [illegible]

755 - [illegible]

756 - [illegible]

757 - [illegible]

758 - [illegible]

759 - [illegible]

760 - [illegible]

761 - [illegible]

762 - [illegible]

763 - [illegible]

764 - [illegible]

765 - [illegible]

766 - [illegible]

767 - [illegible]

768 - [illegible]

769 - [illegible]

770 - [illegible]

771 - [illegible]

772 - [illegible]

773 - [illegible]

774 - [illegible]

775 - [illegible]

776 - [illegible]

777 - [illegible]

778 - [illegible]

779 - [illegible]

780 - [illegible]

781 - [illegible]

782 - [illegible]

783 - [illegible]

784 - [illegible]

785 - [illegible]

786 - [illegible]

787 - [illegible]

788 - [illegible]

789 - [illegible]

790 - [illegible]

791 - [illegible]

792 - [illegible]

793 - [illegible]

794 - [illegible]

795 - [illegible]

796 - [illegible]

797 - [illegible]

798 - [illegible]

799 - [illegible]

800 - [illegible]

801 - [illegible]

802 - [illegible]

803 - [illegible]

804 - [illegible]

805 - [illegible]

806 - [illegible]

807 - [illegible]

808 - [illegible]

809 - [illegible]

810 - [illegible]

811 - [illegible]

812 - [illegible]

813 - [illegible]

814 - [illegible]

815 - [illegible]

816 - [illegible]

817 - [illegible]

818 - [illegible]

819 - [illegible]

820 - [illegible]

821 - [illegible]

822 - [illegible]

823 - [illegible]

824 - [illegible]

825 - [illegible]

826 - [illegible]

827 - [illegible]

828 - [illegible]

829 - [illegible]

830 - [illegible]

831 - [illegible]

832 - [illegible]

833 - [illegible]

834 - [illegible]

835 - [illegible]

836 - [illegible]

837 - [illegible]

838 - [illegible]

839 - [illegible]

840 - [illegible]

841 - [illegible]

842 - [illegible]

843 - [illegible]

844 - [illegible]

845 - [illegible]

846 - [illegible]

847 - [illegible]

848 - [illegible]

849 - [illegible]

850 - [illegible]

851 - [illegible]

852 - [illegible]

853 - [illegible]

854 - [illegible]

855 - [illegible]

856 - [illegible]

857 - [illegible]

858 - [illegible]

859 - [illegible]

860 - [illegible]

861 - [illegible]

862 - [illegible]

863 - [illegible]

864 - [illegible]

865 - [illegible]

866 - [illegible]

867 - [illegible]

868 - [illegible]

869 - [illegible]

870 - [illegible]

871 - [illegible]

872 - [illegible]

873 - [illegible]

874 - [illegible]

875 - [illegible]

876 - [illegible]

877 - [illegible]

878 - [illegible]

879 - [illegible]

880 - [illegible]

881 - [illegible]

882 - [illegible]

883 - [illegible]

884 - [illegible]

885 - [illegible]

886 - [illegible]

887 - [illegible]

888 - [illegible]

889 - [illegible]

890 - [illegible]

891 - [illegible]

892 - [illegible]

893 - [illegible]

894 - [illegible]

895 - [illegible]

896 - [illegible]

897 - [illegible]

898 - [illegible]

899 - [illegible]

900 - [illegible]

901 - [illegible]

902 - [illegible]

903 - [illegible]

904 - [illegible]

905 - [illegible]

906 - [illegible]

907 - [illegible]

908 - [illegible]

909 - [illegible]

910 - [illegible]

911 - [illegible]

912 - [illegible]

913 - [illegible]

914 - [illegible]

915 - [illegible]

916 - [illegible]

917 - [illegible]

918 - [illegible]

919 - [illegible]

920 - [illegible]

921 - [illegible]

922 - [illegible]

923 - [illegible]

924 - [illegible]

925 - [illegible]

926 - [illegible]

927 - [illegible]

928 - [illegible]

929 - [illegible]

930 - [illegible]

931 - [illegible]

932 - [illegible]

933 - [illegible]

934 - [illegible]

935 - [illegible]

936 - [illegible]

937 - [illegible]

938 - [illegible]

939 - [illegible]

940 - [illegible]

941 - [illegible]

942 - [illegible]

943 - [illegible]

944 - [illegible]

945 - [illegible]

946 - [illegible]

947 - [illegible]

948 - [illegible]

949 - [illegible]

950 - [illegible]

951 - [illegible]

952 - [illegible]

953 - [illegible]

954 - [illegible]

955 - [illegible]

956 - [illegible]

957 - [illegible]

958 - [illegible]

959 - [illegible]

960 - [illegible]

961 - [illegible]

962 - [illegible]

963 - [illegible]

964 - [illegible]

965 - [illegible]

966 - [illegible]

967 - [illegible]

968 - [illegible]

969 - [illegible]

970 - [illegible]

971 - [illegible]

972 - [illegible]

973 - [illegible]

974 - [illegible]

975 - [illegible]

976 - [illegible]

977 - [illegible]

978 - [illegible]

979 - [illegible]

980 - [illegible]

981 - [illegible]

982 - [illegible]

983 - [illegible]

984 - [illegible]

985 - [illegible]

986 - [illegible]

987 - [illegible]

988 - [illegible]

989 - [illegible]

990 - [illegible]

991 - [illegible]

992 - [illegible]

993 - [illegible]

994 - [illegible]

995 - [illegible]

996 - [illegible]

997 - [illegible]

998 - [illegible]

999 - [illegible]

1000 - [illegible]

तेजसीराम

88

70

-1 MAR 1990

T - That [illegible] P.R. Card for the D.P. reservation will not be submitted before C.C.

U - That the setback/D.P. reservation will not be constructed as per Municipal specifications and handed over to Corporation free of cost and free of encumbrances.

V - That the proportionate sewerage line charges as worked out by Dy.C. [illegible] ($ [illegible]) p.a. will not be paid in that office before C.C.

W - That the plan for the contemplated elevation and projection beyond proposed bldg. line will not be submitted and got approved before C.C.

X - That the architect/developer will not approach to the authorities of Mahanagar Telephone Nigam L.td. in time to know about the requirements of M.T.N.L. such as providing conduit or pipes etc. in the proposed bldg. before further C.C.

Y - That the requirements of the tree officer for proposed plantation of trees on the plot will not be submitted after the construction of the plinth work (for plot area more than 1000 sq.m.).

Z - That true copy of plan of the sanctioned sub-division/layout under No.CE/TCP/LOP with terms & conditions and compliance thereof will not be submitted.

A1- That the requirements of bldg. byelaw 4(e)5(&c) will not be complied with.

B1- That the work will not be carried out in such way that there should not be any nuisance to adjoinants.

C1- That requirements of letter under No.C/ULO/D-II-Sec-20(NGL/VIII 1200,1241,1210,1209,1217,1207,1208, SH.I-131,146,144,188,130 dated 15.6.1989 will not be complied with.

D1- That requirements of letter of S.E.-D.P. under No.Ch2/1038/DP/WS of 24.5.88 will not be complied with before full C.C.

E1- That N.O.C. from C.A.(ULO) will not be submitted for granting occupation before submitting B.C.C.

F1- That Co-operative society will not be registered as per the undertaking submitted.

G1- That height of swimming will not be restricted to 8'-6".

H1- That S.E. certificate from lift inspector shall not be submitted before occupation.

I1- That final compliance certificates from S.E.(S&D), E.E.R.O.(W.S.), E.E.(E&C), E.E.(ED) etc. will not be submitted.

J1- That requirements of byelaw 86 & 87 will not be complied with.

K1- That some of kitchens & toilets will not be properly lighted and ventilated.

L1- That certificate u/s 278 of B.M.C. act from E.E. re: sufficiency of water supply will not be obtained and submitted.

M1- That niche of drain will be left intact.

N1- That the work will contravene sec. [illegible] of B.M.C. act.

O1- That open spaces and parking spaces will not be properly paved with broken glasses underneath at rate of 1 cft. per 100 sft. of paved area sloped and drained.

P1- That one set of plans mounted on canvas and two addl. sets of plans will not be submitted.

Q1- That carriage and ramps approaches drain will not be provided.

R1- That plot will not be filled in levelled & sloped towards road side.

S1- That requirements of E.S.A. Sec. will not be complied with.

T1- That [illegible] pathway into gum room will not be constructed.

U1- That through ventilation as required under byelaw 43 will not be provided.

V1- That trees at rate of two per 100 sq.m. of plot area will not be planted before submitting B.C.C.

W1- That terrace, sanitary blocks, aquants in kitchen will not be made water proof and same will not be proved by method of ponding and all sanitary conveniences will not be made leak proof and smoke test will not be done in presence of municipal staff.

X1- That final level of plot will be less than 9'-6" THD, or 6" above nearest road level whichever is higher.

Y1- That the workers on site shall not be covered under Jan.Jeevan Policy.

Z1- That temporary structures of any nature will not be constructed at site only after taking proper approval.

A2- That the architect/developer will not intimate the authorities of M.T.N.L. regarding the commencement of requirements one month before submitting B.O.C.

.....?

71

87

-1 MAR 1990

D2- That the separate locations plan and block plan showing proposed receptanles for the bldg. will not be submitted before C.C. complying the requirements of M.H.S. will not be obtained before submitting B.C.C.

C3- That the bore well will not be provided in the plot with prior permission of M.E. Dept.

D2- That reqd. undertaking in duplicate will not be submitted before submitting B.C.C. to the effect that the drainage work will be rectified if found defective or will be carried out entirely new to the satisfaction of concerned ward office at the time of giving street connection.

E2- That the Corrigendum in U.L.C. N.C.C. (regarding [illegible]) will not be obtained before occupation.

F2- That parking position shall not be marked with paint before O.C.C./B.C.C.

G2- That adequate care in planning, designing and carrying out construction will not be taken in the proposed bldg. and provide for the consequence of settlement of the floor plinth filling etc.

H2- That the reservation of Municipal Secondary School will not be handed over to M.C.G.B. free of cost and encumbrances before O.C.C.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 2 SUBURBAN DIST (BORIVALI)

NOTE: That C.C. for the prop. work should not be issued unless objections A to Y. H2 are complied with.

This L.O.D./Lay Out is Based On
P. R. C. Dtd. 11-9-89

This L.O.D./C.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act 1976

1/3/90

for Ex. Eng. Bldg. Prop. Western Subs. (P.R.)

CERTIFIED TRUE COPY

LICENSED SURVEYOR
VIJAY NAGINDAS GORADIA
6-7, Sahayog Bldg. S. V. Road,
Kandivali (West), Mumbai-400 067.

6/7, Sahayog Bldg. S. V. Road. VIJAY GORADIA LICENSED Surveyor. Kandivali (W). Mumbai-67.

वर्ष-२०	
एल.वी.	५१
२००८	

86

72

BRIHAN MUMBAI MAHANAGARPALIKA

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO.CE/5854/BSII/AP/MR. 12 SEP 1990

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to Shree Sejal Construction Pvt. Ltd. C.A. Joshi & Co. Shah and 14 others

APPLICANT, to the development work

at premises at Street No. 60' M.H.B. Road Survey No. C.T.S. No. 1073 × 1074 of village Pahadi Goregaon situated at 120' Link Road Goregaon (W)

on the following conditions viz.:-

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if (a) the development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the approved plans (b) any condition subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same has been obtained by the applicant through fraud or misrepresentation of the applicant and persons deriving title through or under him shall be deemed to have carried out the development in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966 under Section 53 of Maharashtra Regional and Town Planning Act 1966, the Municipal Commissioner for Greater Bombay Shri _____ Executive Engineer to exercise the powers and functions of the Planning Authority under Sec.45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date of the approval of the plans i.e. upto 11-9-91 & will have to be renewed thereafter.

3. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such plans shall be subject to any subsequent application for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act 1966.

4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and also on persons deriving title through or under him.

5. This C.C. is granted for the work upto PLINTH LEVEL only.

Form of Resolution of Local Authority

The Municipal Corporation of Greater Bombay

12/9/90

Executive Engineer Building Proposals (WS) P&R

FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

SMB/16.3.90

तिलसीराम

73

CHE/5854/B.P. — 2 — Dr. BABASAHEB AMBEDKAR MARKET BLDG. KANDIVALI(WEST), MUMBAI-400067.

85

6. This C.C. is now valid for the work upto 4th slab level, excluding stilt as per approved amended plans dated 02.02.1996.

12-3-96
A.E. (BP) P/1

12 MAR 1996

7. This C.C. is now further extended upto stilt slab level with podium slab as per approved amended plans dtd. 03/01/2006.

10 JAN 2006 — 10 JAN 2006 — A.E.B.P.(P)

8. This C.C. is now further extended upto stilt slab level with podium slab as per approved amended plans dtd. 15/05/2006.

30 MAY 2006 — E.E.B.P.(P&K/W)

9. This C.C. is now further extended for the work upto stilt + 1st floor slab + podium slab to 16 approx floors as per approved amended plans dtd. 15/07/2006.

1 DEC 2006 — E.E.B.P.(P&K/W)

10. This C.C. is now further extended for entire work to stilt + 18 floor slab + podium + 2nd to 28th upper floor as per approved amended plans dt. 20/12/2007.

1 JAN 2008 — E.E.B.P.(P&K/W)

TRUE COPY

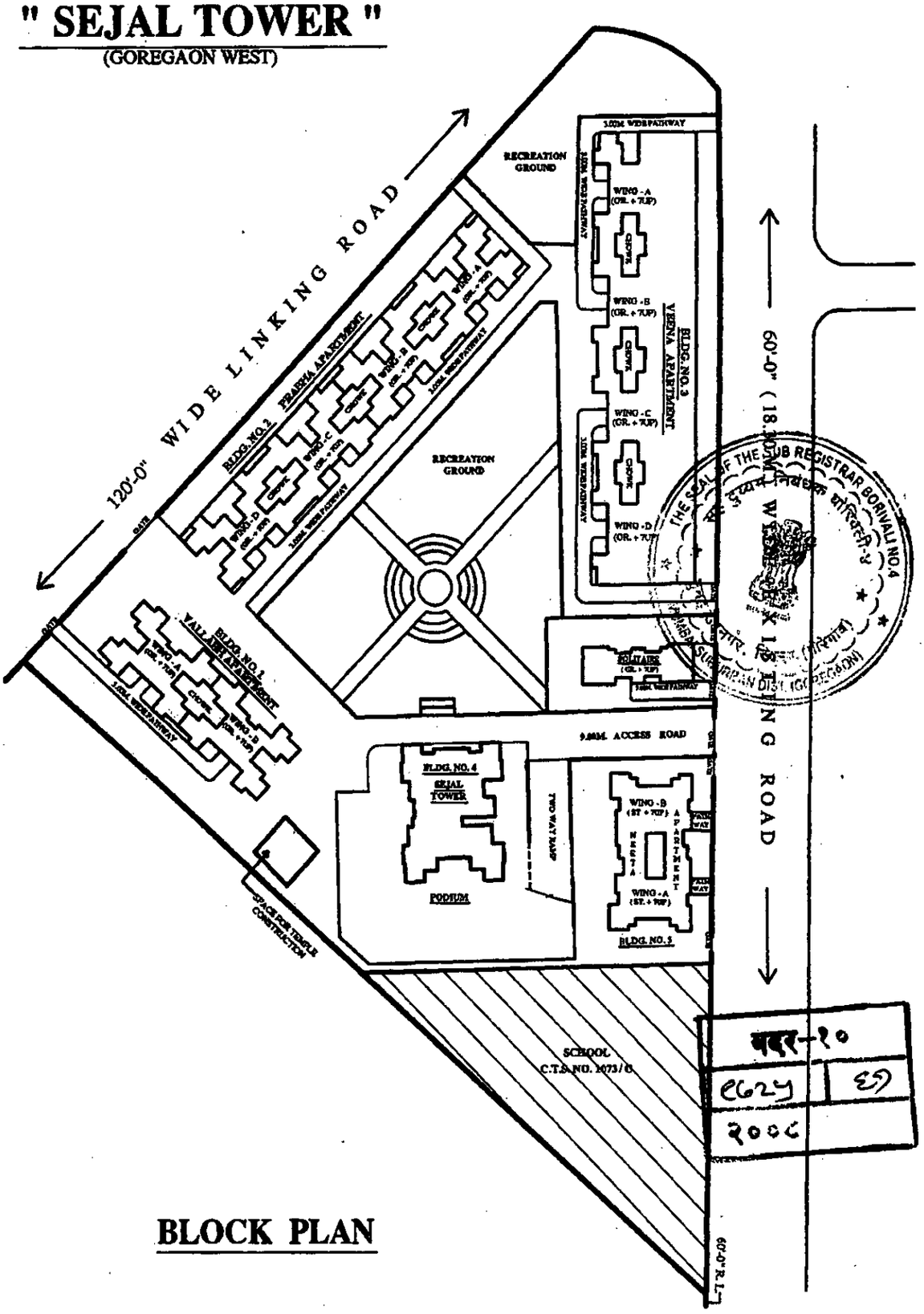
LICENSED SURVEYOR
VINAY NAGINDAS GORADIA
B-7, Behzad Bldg. S. V. Road,
Kandivali (West), Mumbai-400 067.

84

74

" SEJAL TOWER "

(GOREGAON WEST)



BLOCK PLAN

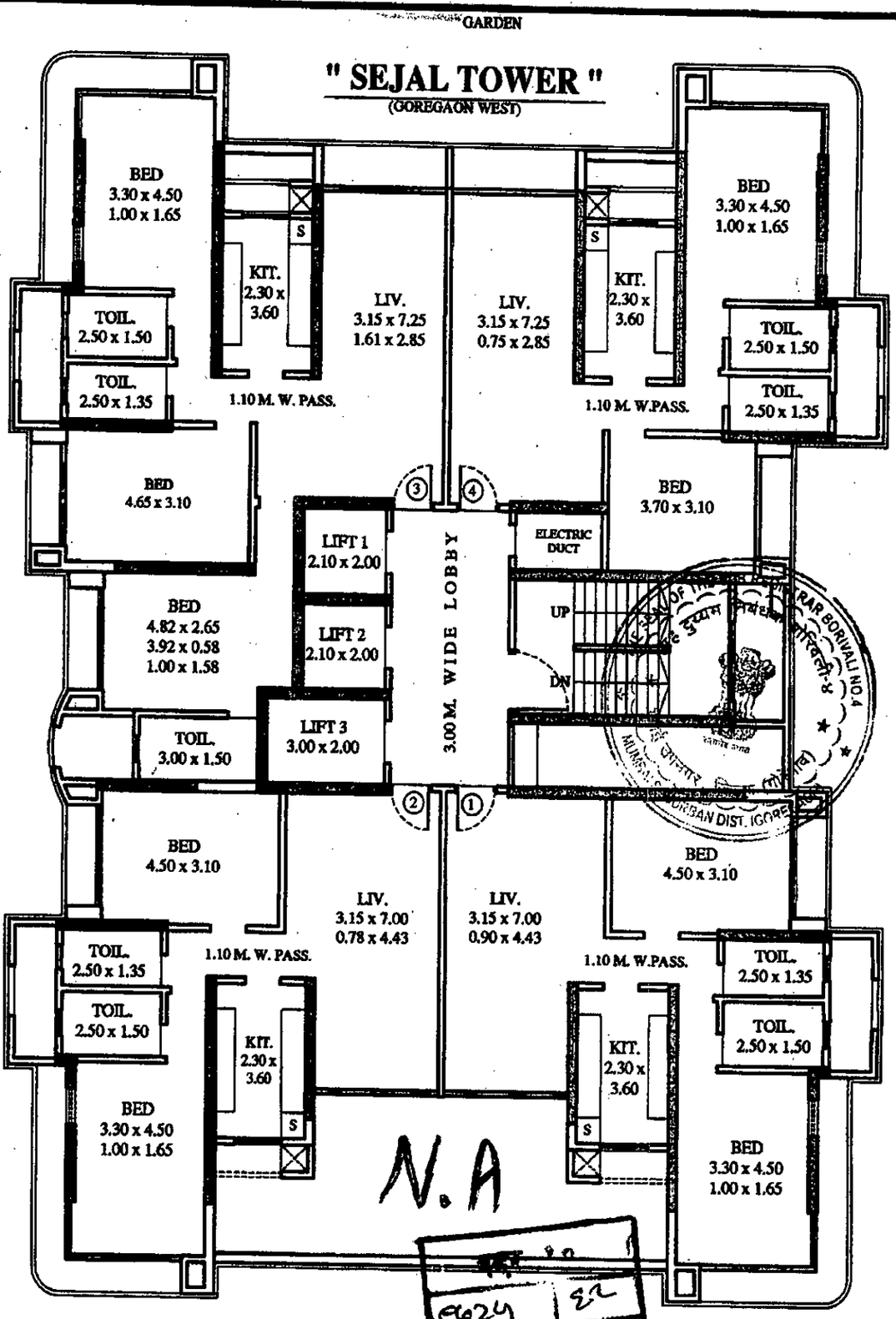
PLAN SHOWING PLOT BEARING CTS. NO.1073/A OF VILLAGE - PAHADI, GOREGAON AT 120'-0" WIDE LINKING ROAD, GOREGAON (WEST), MUMBAI- 400 062.

Vijay Goradia
LICENSED SURVEYOR & ENGINEERS
12,13 fourth fl., Jaiyog Bldg.,
S.V.Road, Kandivali (w), Mumbai-67.

बदर-१०
६६२५ | ६७
२००८

75

83



Signature Of Purchaser :

Floor No. : 200C

Signature Of Developers :

For Shree Sejal Construction Pvt. Ltd.

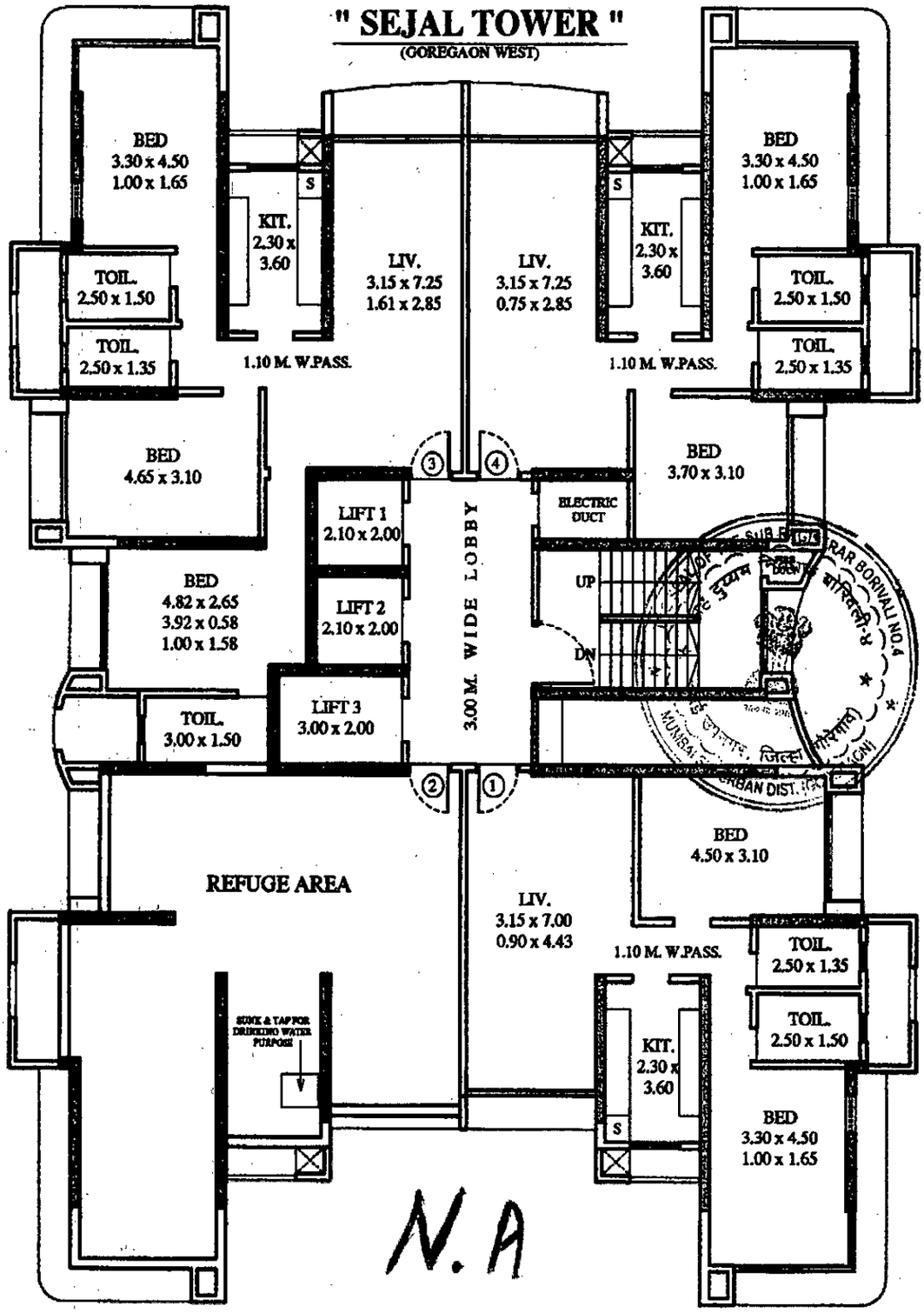
Flat No. : _____

(Director) (Director)

SECOND FLOOR PLAN

PROPOSED BLDG.N0. 4 ON SUB-DIVIDED PLOT -A ON PLOT BEARING CTS. NO.1073/A OF VILLAGE - PAHADI, GOREGAON AT 120'-0" WIDE LINKING ROAD, GOREGAON (WEST), MUMBAI- 400 062.

Vijay Goradia
LICENSED SURVEYOR & ENGINEERS
12,13 fourth flr., Satyag Bldg., S.V.Road, Kandivali (w), Mumbai-67.



Signature Of Purchaser :

Floor No. : _____

Flat No. : _____

Signature Of Developers :

For Shree Sejal Construction Pvt. Ltd.

(Director) (Director)

REFUGE FLOOR PLAN

PROPOSED BLDG.N0. 4 ON SUB-DIVIDED PLOT -A ON PLOT BEARING CTS. NO.1073/A OF VILLAGE - PAHADI, GOREGAON AT 120'-0" WIDE LINKING ROAD, GOREGAON (WEST), MUMBAI- 400 062.

Vijay Goradia.
LICENSED SURVEYOR & ENGINEERS
12,13 fourth flr., Satyug Bldg., S.V.Road, Kandivali (w), Mumbai-67.

77

81

GARDEN

" SEJAL TOWER "

(GOREGAON WEST)

BED 3.30 x 4.50 1.00 x 1.65
KIT. 2.30 x 3.60
S
LIV. 3.15 x 7.25 1.61 x 2.85
LIV. 3.15 x 7.25 0.75 x 2.85
S
KIT. 2.30 x 3.60
BED 3.30 x 4.50 1.00 x 1.65
TOIL. 2.50 x 1.50
TOIL. 2.50 x 1.35
1.10 M. W. PASS.
1.10 M. W.PASS.
TOIL. 2.50 x 1.50
TOIL. 2.50 x 1.35
BED 4.65 x 3.10
BED 3.70 x 3.10
LIFT 1 2.10 x 2.00
LIFT 2 2.10 x 2.00
LIFT 3 3.00 x 2.00
3.00 M. WIDE LOBBY
ELECTRIC DUCT
UP
DN
BED 4.82 x 2.65 3.92 x 0.58 1.00 x 1.58
TOIL. 3.00 x 1.50
SHREE VALLABH
NEETA APARTMENT
BED 4.50 x 3.10
LIV. 3.15 x 7.00 0.78 x 4.43
LIV. 3.15 x 7.00 0.90 x 4.43
BED 4.50 x 3.10
TOIL. 2.50 x 1.35
1.10 M. W. PASS.
1.10 M. W. PASS.
TOIL. 2.50 x 1.35
TOIL. 2.50 x 1.50
TOIL. 2.50 x 1.50
KIT. 2.30 x 3.60
KIT. 2.30 x 3.60
S
S
BED 3.30 x 4.50 1.00 x 1.65
BED 3.30 x 4.50 1.00 x 1.65

बदर-१०
९६२५ ९४
२००८

Signature Of Purchaser :
For PAGL INDIA LIMITED
Authorised Signatory/Authorised Signatory.

Floor No. : 6th

Flat No. : 601

Signature Of Developers :
For Shree Sejal Construction Pvt. Ltd.
(Director) (Director)

TYPICAL FLOOR PLAN

PROPOSED BLDG.NO. 4 ON SUB-DIVIDED PLOT -A ON PLOT BEARING CTS. NO.1073/A OF VILLAGE - PAHADI, GOREGAON AT 120'-0" WIDE LINKING ROAD, GOREGAON (WEST), MUMBAI- 400 062.

N

Vijay Goradia
LICENSED SURVEYOR & ENGINEERS
12,13 fourth flr., Satyag Bldg.,
S.V.Road, Kandivali (w), Mumbai-67.

Rs. two hundred twenty only

I.C.I.C.I. Bank Ltd.,Abhilasha-1, Punjabi Lane,Borivali (West), Mumbai- 400092.

D-5/STP(V)/C.R.1011(11)/05/330 to 333

1

भारत 57321 SPECIAL ADHESIVE महाराष्ट्र
139415 FEB 16 2008
zero zero zero zero two two zero 10:55
Rs.0000220/- PB5299
सत्यमेव जयते
INDIA STAMP DUTY MAHARASHTRA

For ICICI BANK LTD.

Authorised Signatory
KAUSTUBH SANT

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, **Mr. DEVANG BHUPENDRA SHAH,** Director of **M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED,** Company registered under the Companies Act of 1956 and having its registered office at Office No.203, Sejal Tower, Near Ashirwad Bus Depot, 120' Link Rd, Goregaon(W), Mumbai do hereby SEND GREETINGS: -

WHEREAS M/s. SRI SEJAL CONSTRUCTION PRIVATE LIMITED, is the owner/Developers constructing building, **"SEJAL TOWER"**, on the plot bearing C.T.S. No. 1073 of Village Pahadi, Taluka Borivali situated at Sejal Park, Goregaon (West), Mumbai- 400 104 (hereinafter referred to as **"THE SAID PROPERTY"**).

AND M/s. SRI SEJAL CONSTRUCTION PRIVATE LIMITED are selling the Flats / shops / Office / Basement / Parking etc. in the building on the said property on ownership basis and I as the Director of the said Company, Developers of **"SEJAL TOWER"**, being unable to attend the Sub-Registrar's Office at Bandra and/or Borivali/Goregaon.

बदर-१०
९६२५ | २६
२००८

I am therefore desirous of appointing **Mr. NILESH BHUPENDRA SHAH** having his address at B/9, Neminath Apartment, Simpoli Road, Borivali (West), Mumbai – 400 092, as my true and lawful Attorneys for me and on my behalf to do the following acts, deeds, matters and things as hereinafter appearing.

बदर-१०
९८२० | ९
२००८

79

29

ICICI Bank

Customer Copy

Deposit Br. Borivali (W) Date : 10/2/08

Pay to : ICICI Bank Ltd. A/C Stamp Duty

Franking Value	Rs.	220
Service Charges	Rs.	10
Total	Rs.	230

Name of Stamp duty paying party :
Devang B Shah

DEPOSIT SLIP

RECEIVED WITH THANKS
Rs. 220/- TOWARDS
PAYMENT OF STAMPDUTY

DD / Cheque No.

Drawn On Bank

Franking Sr. No. 5727

Officer

THE SEAL OF THE SUB REGISTRAR BORIVALI NO 4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (मुंबई) MUMBAI SUBURBAN DIST

THE SEAL OF THE SUB REGISTRAR BORIVALI NO 4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (मुंबई) MUMBAI SUBURBAN DIST

बदर-१० ४
९९२० | २
२००८

बदर-१०
८८२५ | ६८
२००८

78

80

NOW KNOW YE AND ALL THESE PRESENTS WITNESSETH THAT, I, Mr. **DEVANG B. SHAH** Director of M/s. **SRI SEJAL CONSTRUCTION PRIVATE LIMITED** do hereby nominate, constitute and appoint **Mr. NILESH BHUPENDRA SHAH** (hereinafter called **"THE SAID ATTORNEY"**) as my true and lawful Attorney for me and on my behalf to do all or any of the acts, matters and things in respect of the said property and to exercise all or any of the powers and authorities hereby conferred, that is to say:-

To appear before any Registrar or Sub-Registrar of Assurances or any other office or officers or any registering authority and to present and lodge for registration and/or admit execution for and on my behalf of any document, deed, instrument, writing or other assurance executed by me and on my behalf and to do all other acts, deeds, and things in relation thereto which may be requisite, desirable or necessary to complete Registration of the document under the Indian Registration Act.

I do hereby for myself, my heirs, executors and administrators allow, ratify and confirm all and whatsoever my Attorneys shall do as stated hereinabove.

बदर-१०
९८२५ | ६८
२००८

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground situate lying and being at Mouje Sejal tower. Pahadi, Near Goregaon Taluka Borivali in the Registration District and Sub-District of Mumbai City and Suburban (now in Greater Mumbai), bearing Survey

बदर-१० (V)
९९२० | ९
२००८

No. 161 (part) containing by admeasurements 4 Acres and 16 Gunthas or there about 21296 square yards or 17805.58 square metres. The said area of Survey is ascertained to be 28845 square yards (i.e. 24117 square metres) or thereabouts.

IN WITNESS WHEREOF, I, Mr. DEVANG B. SHAH Director of **M/s. SRI SEJAL CONSTRUCTION PRIVATE LIMITED** has hereunto set and subscribed my hands this 16th day of February 2008.

SIGNED, SEALED AND DELIVERED)
By the withinnamed Developers)
Mr. DEVANG BHUPENDRA SHAH)
Director of withinnamed Developers)
M/s. SRI SEJAL CONSTRUCTION)
PRIVATE LIMITED)
In the presence of.....)

Specimen signature of Attorney

[Mr. NILESH BHUPENDRA SHAH]

बदर-१०
९६२५
२००८

बदर-१० IV
९९२०
२००८

76

82

File no 200 Agr.no 9725/08 MAH

Friday, December 26, 2008

12:44:59 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 9826

गावाचे नाव पी.एस.पहाडीगोरेगांव

दिनांक 26/12/2008

दस्तऐवजाचा अनुक्रमांक वदर10 - 09725 - 2008

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: पी ए सी एल इंडिया लि. चे मॅनेजर तुलसीराम मनजीत ठाकुर

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (84)	:-	1680.00
एकूण	रु.	31680.00

आपणास हा दस्त अंदाजे 12:59PM ह्या वेळेस मिळेल

दुय्यम निंबधक
सह दु.नि.का-बोरीवली ४

बाजार मुल्य: 5387256 रु. मोबदला: 5557500रु.

भरलेले मुद्रांक शुल्क: 260500 रु.

सह दुय्यम निबंधक बोरीवली-क्र. ४
मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: भारतीय स्टेट बैंक ;
डीडी/धनाकर्ष क्रमांक: 938287; रक्कम: 30000 रु.; दिनांक: 21/10/2008

DELIVERED

78

83

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAVINDRA CHANDRAKANT DEVSHET

CHANDRAKANT AFI'A DEVSHET

02/12/1978

Permanent Account Number
AKMPD2704J

Signature

206, साई सावली, विरार (पुर्व)
ठाणे.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
सह दुय्यम निबंधक बोरिवली-४
मुंबई उपनगर, जिल्हा (गोरेगाव)
MUMBAI SUBURBAN DIST. (GOREGAON)

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MITHUN VISHNU KATI

VISHNU WAMAN KATI

Signature

214, वज्रेश्वरी अपार्टमेंन्ट, विरार (पु)
ठाणे.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
सह दुय्यम निबंधक बोरिवली-४
मुंबई उपनगर, जिल्हा (गोरेगाव)
MUMBAI SUBURBAN DIST. (GOREGAON)

बदर-१०	
९६२५	६०
२००८	

बदर-१० १४	
९३२०	५
२००८	

तिसरीकडे

74

84

वदर10
दस्त क्र 1320/2008
05

16/02/2008 दुय्यम निबंधकः
4:01:56 pm सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

दस्त क्रमांक : 1320/2008
दस्ताचा प्रकार : मुखत्यारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः श्री संजल कन्स्ट्र. प्रा. लि. चे संचालक देवांग भुपेंद्र शाह - - पत्ता: घर/फ्लॅट नं: 4 गल्ली/रस्ता: एल टी रोड ईमारतीचे नावः विशाल अपा. ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: बोरीवली प.	लिहून देणार वय 37 सही		
2	नावः निलेश भुपेंद्र शाह * - पत्ता: घर/फ्लॅट नं: बी/9 गल्ली/रस्ता: चिंचोली रोड ईमारतीचे नावः नेमीनाथ अपा. ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: बोरीवली प पिन: - पॅन नम्बर: -	लिहून घेणार वय 43 सही		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (गोरेगाव) MUMBAI SUBURBAN DIST. (GOREGAON)

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (गोरेगाव) MUMBAI SUBURBAN DIST. (GOREGAON)

वदर-१०
९५२५ ७
२००८

73

85

दस्त गोषवारा भाग - 2

वदर10	IV
दस्त क्रमांक	(1320/2008)
	०७

दस्त क्र. [वदर10-1320-2008] चा गोषवारा
बाजार मुल्य :0 मोबदला 1 भरलेले मुद्रांक शुल्क : 200

दस्त हजर केल्याचा दिनांक :16/02/2008 03:56 PM
निष्पादनाचा दिनांक : 16/02/2008
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :48) मुखत्यारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 16/02/2008 03:56 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 16/02/2008 04:01 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 16/02/2008 04:01 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 16/02/2008 04:01 PM

दस्त नोंद केल्याचा दिनांक : 16/02/2008 04:01 PM

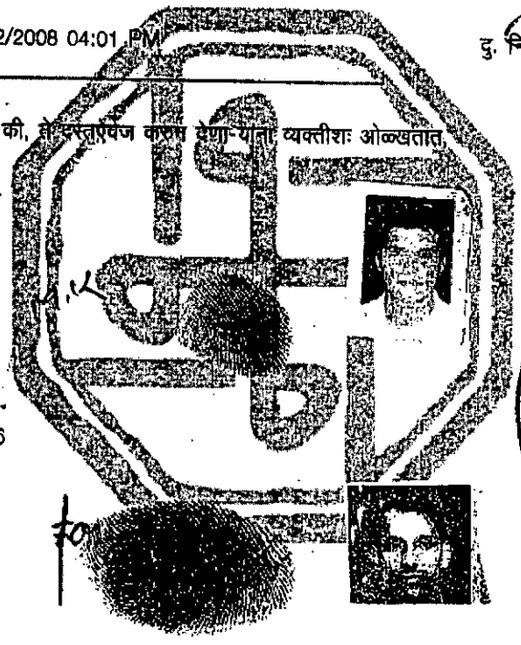
पावती क्र.:1361 दिनांक:16/02/2008
पावतीचे वर्णन
नांव: श्री सेजल कन्स्ट्र. प्रा. लि. चे संचालक देवांग भुपेंद्र शाह - -

100 :नोंदणी फी
140 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

240: एकूण

दु. निबंधकाची सही, सह दु.नि.का-बोरीवली 4

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.
1) मिथुन कडु- - ,घर/फ़्लॅट नं: 214
गल्ली/रस्ता: -
ईमारतीचे नावः वज्रेश्वरी
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:विरार पु
तालुका: -
पिन: -
2) रवी देवशेट- - ,घर/फ़्लॅट नं: 206
गल्ली/रस्ता: -
ईमारतीचे नावः साईसावती
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:विरार पु
तालुका: -
पिन: -



THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (गोरेगांव) MUMBAI SUBURBAN DIST. (GOREGAON)

प्रमाणित करणेत येते की, या दस्ता..ध्ये एकूण.....06.....पाने आहेत

सह दुय्यम निबंधक बोरीवली-क्र. ४,
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
सह दु.नि.का-बोरीवली 4

वदर-१०/१३२०/२००८

पुस्तक क्रमांक १ क्रमांक .....वर
नोंदला. १६/०२/०८
दिनांक :

सह दुय्यम निबंधक, बोरीवली क्र. ४
मुंबई उपनगर जिल्हा.

वदर-१०	
९६२५	६२
२००८	

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (गोरेगांव) MUMBAI SUBURBAN DIST. (GOREGAON)

DSUMRY:027966SR387 Prepared on: 16/02/2008 16:01:56

1 of 1

तिकसीराम

72

86

Monday, November 03, 2008

1:10:29 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 8242

गावाचे नाव पी.एस.पहाडीगोरेगांव

दिनांक 03/11/2008

दस्तऐवजाचा अनुक्रमांक बदर10 - 08144 - 2008

दस्ता ऐवजाचा प्रकार मुखत्यारनामा

सादर करणाराचे नाव: मे. श्री [illegible] प्रा.[illegible] संचालक अमरचंद सी शाह - -

नोंदणी फी	:-	100.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (6)	:-	120.00
एकूण	रु.	220.00

आपणास हा दस्त अंदाजे 1:25PM ह्या वेळेस मिळेल

सह. मुख्य निबंधक बोरीवली
दस्त निबंधक
सह दु.नि.का. बोरीवली 4
मुंबई उपनगर जिल्हा

बाजार मुल्य: 0 रु. मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 500 रु.

DELIVERED

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
सह दुय्यम निबंधक बोरिवली-४
मुंबई उपनगर, जिल्हा (गोरेगांव)
MUMBAI SUBURBAN DIST. (GOREGAON)

बदर-१०
63
२००८

87

71

THE BHARAT CO-OP. BANK (MUMBAI) LTD.
(MULTI-STATE SCHEDULED BANK)
Goregaon / Mulund .....(E.).....Branch

Receipt No. 073294 Date 3/11/08
Name and Address of Stamp duty Payee
M/S. SAI SEJAL CONSTRUCTION PRIVATE LIMITED.
SEJAL Tower, Goregaon
Tel. / Mobile No. : 9322162865
Documents Name : S.P. of ATTORNEY

Franking Value	Service Charges	Total Amount
No. of Doc. ____ x Rs. ____ = Rs. 500/-	No. of Doc. ____ x Rs. 10/- = Rs. 10/-	

Rupees Five Hundred Only
Counter Party Name :
Rs. 500/- (Rs. Five Hundred Only)
CASH RECEIVED
Purchaser Signature :
Received Rs. ____
Subject to clearance of cheque
Franking Sr. No. ____
Scroll No. ____
BCB /300/Bus/15/ABE/07/0008
Authorised Signatory

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, MR. AMARCHAND C. SHAH Director of M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED, Company registered under the Companies Act of 1956 and having its registered office at 203, Sejal Tower, Sejal Park, Behind Oshiwara Bus Depot, Goregaon (West), Mumbai – 400 104, do hereby **SEND GREETINGS:-**

WHEREAS M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED, is the owner / Developers constructing building, **"SEJAL TOWER"**, on the plot bearing C.T.S. No. 1073/A, of Village Pahadi Goregaon West, Taluka Borivali situated at Sejal Park, Goregaon (West), Mumbai 400 104 (hereinafter referred to as **"THE SAID PROPERTY"**).

AND M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED are selling the Flats / Shops / Office / Basement / Parking etc. in the building on the said property on ownership basis and I as the Director of the said Company Developers of **"SEJAL TOWER"**, being unable to attend the Sub-Registrar's Office at Bandra and / or Borivali / Goregaon.

I am therefore desirous of appointing **MR. MAHENDRA GORADIA** having his address at D/501, Blue Arch, Blue Empire Complex, Ekta Nagar. Off Mahavir Nagar Link Road, Kandivli (West), Mumbai – 400 067, as my true

बहर-१०
(६२५) ६४
२००८

NAVEEN S. AMIN
AUTHORISED SIGNATORY
The Bharat Co-Operative Bank (Mumbai) Ltd., Goregaon Branch. "Shivgiri", Plot No.11, Samant Estate, Goregaon(East), Mumbai-400 063.
D-6/STP(V)/C.R.1063/02/06/148-151

Rupees FIVE HUNDRED ONLY
भारत 41886 141924 महाराष्ट्र
SPECIAL ADHESIVE NOV 03 2008
INDIA / STAMP DUTY MAHARASHTRA
Rs.0000500/-PB5536 10:10

बहर-१०
६९४८ ९
२००८

and lawful Attorneys for me and on my behalf to do the following acts, deeds, matters and things as hereinafter appearing.

NOW KNOW YE AND ALL THESE PRESENTS WITNESSTH THAT, I, MR. AMARCHAND C. SHAH Director of M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED do hereby nominate, constitute and appoint **MR. MAHENDRA GORADIA** (hereinafter called **"THE SAID ATTORNEY")** as my true and lawful Attorney for me and on my behalf to do all or any of the acts, matters and things in respect of the said property and to exercise all or any of the powers and authorities hereby coferred, that is to say:-

To appear before any Registrar or Sub-Registrar of Assurances or any other office or offices or any registering authority and to present and lodge for registration and /or admit execution for and on my behalf of any document, deed, instrument, writing or other assurance executed by me and on my behalf and to do all other acts, deeds, and things in relation thereto which may be requisite, desirable or necessary to complete Registration of document under the Indian Registration Act.

I do hereby for myself, my heirs, executors administrators allow, ratify and confirm all and whatsoever my Attorneys shall do as stated hereinabove.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground situate lying and being at Mouje Pahadi Goregaon (West), Taluka Borivali in the Registration District and Sub-District of Mumbai City and Suburban (now in Greater Mumbai) bearing Survey No. 161(part), C.T. S. No. 1073/A, containing by admeasuring 4 Acres and 16 gunthas or there about 21296 square yards or 17805.58 square metres. The said area of survey is ascertained to be 28845 square yards (i.e. 24117 square metres) or thereabouts.

बदर-१०
९६२५ | ६५
२००८

बदर-१० IV
८९४४ | २
२००८

IN WITNESS WHEREOF, I, MR. AMARCHAND C. SHAH Director of M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED has hereunto set and subscribed my hands this 03 day of November 2008.

SIGNED, SEALED AND DELIVERD)

By the withinnamed Developers)

MR. AMARCHAND C. SHAH)

M/S. SRI SEJAL CONSTURCTION)

PRIVATE LIMITED)

In the presence of .....)

Specimen Signature of Attorney)

[MR. MAHENDRA GORADIA])

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

बुक नं.-१०	
९६२५	६८
२००८	

बुक नं.-१०IV	
६२८३	
२००८	

68

90

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PANDURANG SITARAM PARAB

SITARAM BHIKAJI PARAB

31/10/1980

Permanent Account Number

ALSPP3252E

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ABHIJEET ANKUSH KAMBLE

ANKUSH VITTAL KAMBLE

07/11/1983

Permanent Account Number

AUHPK2620B

Signature

बदर-१०	
९६२५	६८
२००८	

बदर-१० IV	
७९४५	४
२००८	

(91)

67

03/11/2008 दुय्यम निबंधकः
1:11:22 pm सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

वदर10
दस्त क्र 8144/2008

दस्त क्रमांक : 8144/2008
दस्ताचा प्रकार : मुखत्यारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः मे. श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक अमरचंद सी शाह - - पत्ता: घर/फ्लॅट नं: 203 गल्ली/रस्ता: - ईमारतीचे नावः सेजल टॉवर ईमारत नं: - पेठ/वसाहत: सेजल पार्क शहर/गाव: गोरेगांव प	लिहून देणार वय 70 सही		
2	नावः महेंद्र - गोराडिया पत्ता: घर/फ्लॅट नं: डी 501 गल्ली/रस्ता: - ईमारतीचे नावः ब्लू आर्च ईमारत नं: - पेठ/वसाहत: एकता नगर शहर/गाव: कांदिवली प मुं तालुका: - पिन: 67 पॅन नम्बर: -	लिहून घेणार वय 60 सही		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (महाराष्ट्र) MUMBAI SUBURBAN DISTRICT (MAHARASHTRA)

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 सह दुय्यम निबंधक बोरिवली-४ मुंबई उपनगर, जिल्हा (महाराष्ट्र) MUMBAI SUBURBAN DISTRICT (MAHARASHTRA)

वदर-१०
९६२५ | ६८
२००८

दस्तऐवज करुन देणार तथाकथीत [मुखत्यारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

66

92

दस्त गोषवारा भाग - 2

वदर10
दस्त क्रमांक (8144/2008)
६

दस्त क्र. [वदर10-8144-2008] चा गोषवारा
बाजार मुल्य :0 मोबदला 0 भरलेले मुद्रांक शुल्क : 500

दस्त हजर केल्याचा दिनांक :03/11/2008 01:08 PM
निष्पादनाचा दिनांक : 03/11/2008
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :48) मुखत्यारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 03/11/2008 01:08 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 03/11/2008 01:10 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 03/11/2008 01:11 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 03/11/2008 01:11 PM

दस्त नोंद केल्याचा दिनांक : 03/11/2008 01:11 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.
1) पांडुरंग - परब ,घर/फ़्लॅट नं: बी 54
गल्ली/रस्ता: -
ईमारतीचे नावः प्रवासी इंड. इस्टेट
ईमारत नं: -
पेठ/वसाहत: -
शहर/गावः गोरेगांव पू मुं
तालुका: -
पिन: 63
2) अभिजीत- कांबळे ,घर/फ़्लॅट नं: -
गल्ली/रस्ता: वरीलप्रमाणे
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गावः-
तालुका: -
पिन: -

दु. निबंधकाची सही
सह दु.नि.का-बोरीवली 4

पावती क्र.:8242 दिनांक:03/11/2008
पावतीचे वर्णन
नांव: मे. श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक अमरचंद सी शाह - -

100 :नोंदणी फी
120 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

220: एकूण

दु. निबंधकाची सही, सह दु.नि.का-बोरीवली 4

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
सह दुय्यम निबंधक बोरिवली-४
मुंबई उपनगर, जिल्हा (गोरेगांव)
MUMBAI SUBURBAN DIST. (GOREGAON)

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण ६ पाने आहेत
सह दुय्यम निबंधक बोरिवली क्र. ४
मुंबई उपनगर जिल्हा

बदर-१०/८१५५/२००८
पुस्तक क्रमांक १, क्रमांक ...४... वर
नोंदला. 3-11-08
दिनांक:
सह दुय्यम निबंधक, बोरीवली क्र. ४,
मुंबई उपनगर जिल्हा.

बदर-१०
८६२५ ६९
२००८

(93)

65

KASTURI S. AMIN
AUTHORISED SIGNATORY

The Bharat Co-Operative Bank (Mumbai) Ltd., Goregaon Branch. "Shivgiri", Plot No.11, Samant Estate, Goregaon(East), Mumbai-400 063. D-5/STP(V)/C.R.1063/02/06/148-151

RUPEES ONE HUNDRED ONLY
भारत 48060 SPECIAL ADHESIVE महाराष्ट्र
182928 DEC 04 2008
zero zero zero zero one zero zero 15:55
Rs.0000100/- PB5536
STAMP DUTY MAHARASHTRA

PACL INDIA LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PACL INDIA LIMITED HELD ON MONDAY, THE 20TH DAY OF OCTOBER, 2008 AT 11.00 A.M. AT CORPORATE OFFICE AT 7TH FLOOR, GOPALDAS BHAWAN, 28, BARAKHAMBA ROAD, NEW DELHI – 110 001

"RESOLVED THAT the consent of the Board be and is hereby accorded for the purchase of flat no. 601 on 6th Floor, Sejal Towers, Sejal Park, Link Road, Goregaon (West), Mumbai – 400 104 at agreed price of Rs. 55,57,500/- (Rupees Fifty Five Lakh Fifty Seven thousand five hundred only) on the agreed terms and conditions duly considered and approved by the Board and for the said purpose the powers of the Board be and is hereby conferred upon Mr. Tulsiram Manjeet Thakur, S/o Shri Manjeet Thakur, R/o Lokhandwalal Residency, Bungalow No. 4, Link Road, Lokhandwalal, Andheri (West), Mumbai- 400 053, to execute sale deed, agreement to sell and also to sign all documents, agreements, affidavits, indemnity, written statements and other papers whatsoever be deemed necessary and expedient for the said purpose and also to purchase the stamp papers of requisite value and to appear before the Registrar/ Sub- registrar and to get the mutation thereof in favour of the company and to get it registered in accordance with the provisions of the Registration Act and to perform all such acts incidental thereto including engagement of professionals, experts, advocates, if require, on behalf of the Board."

2629	60

"RESOLVED FURTHER THAT a copy of this resolution duly certified by the Company Secretary be furnished to the concerned authorities for their reference and records."

CERTIFIED TO BE TRUE COPY
FOR PACL INDIA LIMITED

(S.K. GAUR)
COMPANY SECRETARY

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

BEFORE ME
Dr. S. C. SRIVASTAVA
NOTARY
MAHARASHTRA
(GOVT OF INDIA)

Regd. Office : 22, 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur-302004 Ph.: 0141-3221282
Corporate Office : 7th Floor, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi - 110001
Phone No. : 011-43650000, Fax No. : 011-43650028-29

64

94

वदर१0
दस्त क्र 9725/2008
63

26/12/2008 दुय्यम निबंधकः
12:46:11 pm सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

दस्त क्रमांक : 9725/2008
दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः पी ए सी एल इंडिया लि. चे मॅनेजर तुलसीराम मनजीत ठाकुर - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: 2 रा मजला,बोनान्झा आर्केड, आंबोली नाका ,57 एस व्ही रोड, अंधेरी प मुं 58 ईमारतीचे नावः - ईमा	लिहून घेणार वय 42 सही		
2	नावः मे/- श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक देवांग शाह तर्फे मुखत्यार निलेश शाह - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: 8/9,6 वा मजला, फेनिक्स बिल्डींग, 457 एस व्ही पी रोड, मुं 04 ईमारतीचे नाव	लिहून देणार वय 43 सही		
3	नावः मे/- श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक अमरचंद सी शाह तर्फे मुखत्यार महेंद्र गोराडीया - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: वरीलप्रमाणे ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर	लिहून देणार वय 60 सही		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4
सह दुय्यम निबंधक बोरिवली-४
उपनगर, जिल्हा (मुंबई)
MUMBAI SUBURBAN DIST. (MUMBAI)

दस्तऐवज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

95

63

दस्त गोषवारा भाग - 2

वदर10

दस्त क्रमांक (9725/2008)

27

दस्त क्र. [वदर10-9725-2008] चा गोषवारा
बाजार मुल्य :5387256 मोबदला 5557500 भरलेले मुद्राक शुल्क : 260500

दस्त हजर केल्याचा दिनांक :26/12/2008 12:41 PM
निष्पादनाचा दिनांक : 04/12/2008
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 26/12/2008 12:41 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 26/12/2008 12:45 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 26/12/2008 12:46 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 26/12/2008 12:46 PM

दस्त नोंद केल्याचा दिनांक : 26/12/2008 12:46 PM

पावती क्र.:9826 दिनांक:26/12/2008
पावतीचे वर्णन
नांव: पी ए सी एल इंडिया लि. चे मॅनेजर तुलसीराम मनजीत ठाकुर -

30000 :नोंदणी फी
1680 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

31680: एकुण

दु. निबंधकाची सही, सह दु.नि.का-बोरीवली 4

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) शानवाझ सुलेमान शेख - - ,घर/फ़्लॅट नं: -
गल्ली/रस्ता: बी-24, प्रवासी इंड.इस्टेट गोरेगांव पु मुं 63
इमारतीचे नावः -
इमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

2) पांडुरंग परब- - ,घर/फ़्लॅट नं:
गल्ली/रस्ता: वरीलप्रमाणे
इमारतीचे नावः -
इमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

दु. निबंधकाची सही
सह दु.नि.का-बोरीवली 4

प्रमाणित करण्यात येते की, या दस्ता..च्या एकुण...27.... पाने आहेत

सह दुय्यम निबंधक बोरीवली-क्र. ४,
मुंबई उपनगर जिल्हा.

वदर-१०/९७२५/२००८
पुस्तक क्रमांक १, क्रमांक .....घर
नोंदला. 26-12-08
दिनांक :

सह दुय्यम नि'धक. बोरीवली क्र. ४,
मुंबई उपनगर जिल्हा.

दुय्यम निबंधक: सह दु.नि.का-बोरीवली 4

दस्तक्रमांक व वर्ष: 9725/2008

Friday, December 26, 2008

12:46:19 PM

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे)	करारनामा मोबदला रू. 5,557,500.00 बा.भा. रू. 5,387,256.00
(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) .	(1) सिटिएस क्र.: 1073/अे वर्णन: विभागाचे नाव - पहाडी-गोरेगाव पश्चिम (बोरीवली). उपविभागाचे नाव - 57/264 - मुभाग : उत्तरेस गावाची हद्द, पुर्वेस लिंक रोड, दक्षिणेस गावाची सीमा व पश्चिमेस खाडी. सदर मिळकत सि.टी.एस. नंबर - 1073 मध्ये आहे. ----------सदनिका क्रं 601, 6 वा मजला, बिल्डींग नं 4, 'सेजल टॉवर',.
(3)क्षेत्रफळ	(1)बांधीव मिळकतीचे क्षेत्रफळ 91.62 चो.मी. आहे.
(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा।	(1)-
(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता	(1) मे/- श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक देवांग शाह तर्फे मुखत्यार निलेश शाह - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: 8/9,6 वा मजला, फोनिक्स बिल्डींग, 457 एस व्ही पी रोड, मुं 04; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAACS0688M . (2) मे/- श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक अमरचंद सी शाह तर्फे मुखत्यार महेंद्र गोराडीया - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: वरीलप्रमाणे ; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता	(1) पी ए सी एल इंडिया लि. चे मॅनेजर तुलसीराम मनजीत ठाकुर - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: 2 रा मजला,बोनान्झा आर्केड, आंबोली नाका ,57 एस व्ही रोड, अंधेरी प मुं 58; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AAACP4032A.
(7) दिनांक करून दिल्याचा	04/12/2008
(8) नोंदणीचा	26/12/2008
(9) अनुक्रमांक, खंड व पृष्ठ	9725 /2008
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क	रू 260475.00
(11) बाजारभावाप्रमाणे नोंदणी	रू 30000.00
(12) शेरा	

97

61

THE BHARAT CO-OP. BANK (MUMBAI) LTD.
(MULTI-STATE SCHEDULED BANK)
Goregaon / Mulund .....(E.)..... Branch

Franking / Stamp duty pay Slip (Customer's Copy)

Receipt No. 074079 Date 4/12/08

Name and Address of Stamp duty Payee

Pact india Limited.

Tel. / Mobile No. : 9322168268

Documents Name :

Franking Value	Service Charges	Total Amount
No. of Doc. ____ X Rs ____ = Rs. 1500/-	No. of Doc. ____ X Rs. ____ = Rs. 150/-	Rs. 1650/-

Rupees In words >

Cash / RTGS / NEFT / Cheque / DD / Pay Order / Drawn on

Counter Party Name : SEC 2008

Rs. 1500/- PAN No.

CASH RECEIVED

Purchaser Signature :

(For Bank's use only)

Received Rs.

Subject to clearnce of cheque

Franking Sr. No.:

Scroll No :

Authorised Signatory

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 MUMBAI SUBURBAN DIST.

बहर-१०
२६२५ 69
२००८

6D

98

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAZPS3175R

नाम /NAME

SHANAWAZ SULMAN SHAIKH

पिता का नाम /FATHER'S NAME

SULMAN SHAIKH

जन्म तिथि /DATE OF BIRTH

09-07-1964

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.4 MUMBAI SUBURBAN DIST. (GOREGAON)

महर-१०	
९६२५	६२
२००८	

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

PANDURANG SITARAM PARAB

SITARAM BHIKAJI PARAB

31/10/1980

Permanent Account Number

ALSPP3252E

Signature

59

99

Exhibit "B"

SHREE SEJAL CONSTRUCTION PVT. LTD.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9
6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

POSSESSION LETTER

Date: 08/03/2010.

To,
PACL India Limited
IInd Floor, Bonanza Arcade,
Amboli Naka, 57, S.V.Road,
Andheri (West), Mumbai–400058.

Sub.: Permission to occupy the Flat No. **601** on **6th** Floor in the building Known as "Sejal Tower", purchased vide Agreement registered with the Sub Registrar of Assurance under Serial No. **BDR10-09725-2008** dated **26/12/2008**.

Ref.: 1) Agreement for sale dated **04/12/2008** registered in respect of purchaser of flat no. **601** on **6th** floor in the building known as "Sejal Tower" situated on plot bearing C.T.S. No. 1073, Village Pahadi at Sejal Park, Goregaon (West), Mumbai-400 104.
2) Declaration Cum Indemnity Bond dated 08/03/2010 executed by you.
3) Undertaking dated 08/03/2010 executed by you.
4) Your request letter dated 08/03/2010 for possession.

Dear Sir/Madam,

1. We refer your request letter for possession of even dated and hereby giving you the possession of your above-referred Premises. This is to inform you that you shall bind to all the terms & conditions of agreement for sale executed between us earlier and accordingly you shall be liable for all the responsibilities and duties as more particularly mentioned in the said agreement for sale.

2. Further referring to Declaration Cum Indemnity Bond dated 08/03/2010 and Undertaking dated 08/03/2010, executed separately by you simultaneously with your above-referred request letter, same shall be read & form part of the said Agreement for Sale executed by and between us and both the said documents (Declaration Cum Indemnity Bond & Undertaking) shall remain in force & shall be binding on you & your successor/s in title.

TRUE COPY
(Vora & Associates)
Advocate & Solicitor
High Court, Mumbai

58

100

SHREE SEJAL CONSTRUCTION PVT. LTD.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9
6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

3. As you have informed us that you have thoroughly inspected and checked the said flat premises in particular and building in general and the same is found to your full satisfaction and you have not any sort of complaints/grievances for the same.

4. We have your written assurance that you shall occupying this flat for residence ship only and you shall be liable for any breach which please note.

5. You have confirmed to give us the intimation in writing before carrying out any interior work in your said flat premises & shall obtain our written permission for the same.

Subject to the above points, we have no objection in your taking possession of your above Flat. You have also confirmed to pay all the outgoings such as society maintenance, water charges, taxes, municipal assessment taxes, common electricity charges, security expenses, levies, incidental charges and any other charges/outgoings with effect from 01.01.2010 regularly to us/society, as the case may be.

Please confirm.

We say that we have given possession of the Flat Premises No. **601** on **6th** floor of 'SEJAL TOWER'.

Yours truly,

For SHREE SEJAL CONSTRUCTION PVT.LTD.

DIRECTOR

I/WE CONFIRM HAVING RECEIVED THE POSSESSION OF FLAT NO. **601** on **6th** FLOOR OF BUILDING 'SEJAL TOWER'.

57

Exhibit " C "

AGREEMENT FOR SALE

101

BETWEEN

VENDOR

M/S. PACL LIMITED

&

PURCHASERS

MR. ANIL B. RIJHWANI &

MR. BHAGWAN L. RIJHWANI

ग६८-2/6204/12

NISA CORPORATION

Ravi-9869469788

1/49, 1st Floor, Om Heera Panna Premises Co-operative Society Ltd., Oshiwara, Andheri (W), Mumbai 400 053

Call: 26312381, Email: mishra2estate@gmail.com / mishra2estate@yahoo.co.in

TRUE COPY

(Vora & Associates)
Advocate & Solicitor
High Court, Mumbai

102

Scan 10.57

56

****

DATED THIS 4th DAY OF December 20[illegible]

****

M/s. SHREE SEJAL CONSTRUCTION

PRIVATE LIMITED

Office No. 8-9, 6th Floor, Phoenix Bldg.,

457, S.V.P.Road, Mumbai-400 004.

TO

Mr./Mrs/M/s. PACL (INDIA) LIMITED

IInd Floor, [illegible]

Amboli Naka, [illegible] Road,

Andheri (W), Mumbai-400 058.

AGREEMENT FOR SALE

OF

Flat / Premises No. 601 on 6th Floor

SEJAL TOWER

ADVOCATES & SOLICITORS

M/s. KIRIT N. DAMANIA & CO.

1113, 11th Floor, Raheja Centre,

Free Press Journal Road,

Nariman Point, Mumbai-400 021.

55

103

Thursday, July 19, 2012

3:23:14 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 6262

गावाचे नाव पी.एस.पहाडीगोरेगांव

दिनांक 19/07/2012

दस्तऐवजाचा अनुक्रमांक वदर2 - 06204 - 2012

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: अनील बी रिजयानी हे स्वत:करीता व भगवान एल रिजवानी तर्फे मुखत्यार - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (37)	:-	740.00
एकूण	रु.	30740.00

आपणास हा दस्त अंदाजे 3:37PM ह्या वेळेस मिळेल

दुय्यम निबंधक
बोरीवली 1 (मालाड)

बाजार मुल्य: 10015000 रु. मोबदला: 12500000रु.

भरलेले मुद्रांक शुल्क: 625000 रु.

सह. दुय्यम निबंधक बोरीवली-१
मुंबई उपनगर जिल्हा

दे प्रकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: आय सी आय सी आय;
डीडी/धनाकर्ष क्रमांक: 021139; रक्कम: 30000 रु.; दिनांक: 18/07/2012

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 21-7-12

104

मूल्यांकन प

54

मुल्यांकन	2012	दिनांक	7/19/2012
जिल्हा	मुंबई(उपनगर)		
प्रमुख मुल्य विभाग	- 57-पहाडी-गोरेगाव पश्चिम (बोरीवली)		
उपमुल्य विभाग	- 57/264 -भुभाग : उत्तरेस गावाची हद्द, पुर्वेस लिंक रोड, दक्षिणेस गावाची सीमा व पश्चिमेस खाडी.		
मिळकतीचा क्रमांक	सि.टी.एस. नंबर -- 1073		
नागरी क्षेत्राचे नांव	मुंबई(उपनगर)		
मिळकतीचे वर्ग	बांधीव		

बाजार मूल्य दर तक्त्यानुसार
प्रति चौ. मीटर मूल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक
56,200	104,100	113,900	123,200	104,100

मिळकतीचे क्षेत्र	91.62	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उद्वाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	6

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * घसारा टक्केवारी (Rule 5 or 8)

= 104,100.00 * 100.00 /100

= 104,100.00

(Rule 19 or 20)

A) मुख्य मिळकतीचे मुल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * मिळकतीचे क्षेत्र * मजला निहाय घट/वाढ

= 104,100.00 * 91.62 * 105.00 /100

= 10,014,524.10

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मुल्य + तळघराचे मूल्य + पोटमाळयाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 10,014,524.10 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00

= 10,014,524.00

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1 उपनगर जिल्हा (मुंबई) BORIVALI SUBURBAN DIST. (MUMBAI)

बदर-२/
६२०४ | ७
२०१२

53

INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by : Stock Holding Corporation of India Ltd
Location : Goregaon
Signature :
Details can be verified at www.shcil.com

सत्यमेव जयते

Certificate No.	:	IN-MH09963149709529K
Certificate Issued Date	:	06-Jul-2012 04:26 PM
Account Reference	:	SHCIL (FI) / mhshcl01 / GOREGAON/ MH-MSU
Unique Doc. Reference	:	SUBIN-MHMHSHCIL01106962643193 19K
Purchased by	:	ANIL B RIJHWANI AND BHAGWAN L RIJHWANI
Description of Document	:	Article 25(b)to(d) Conveyance
Property Description	:	FLAT NO-601,6TH FLR,BLDG NO-4,SEJAL TOWERS,SEJAL PARK LINK RD GOREGAON-W,MUM-104.
Consideration Price (Rs.)	:	1,25,00,000 (One Crore Twenty Five Lakh only)
First Party	:	MS PACL LIMITED FORMERLY KNOWN AS PACL INDIA LTD
Second Party	:	ANIL B RIJHWANI AND BHAGWAN L RIJHWANI
Stamp Duty Paid By	:	ANIL B RIJHWANI AND BHAGWAN L RIJHWANI
Stamp Duty Amount(Rs.)	:	6,25,000 (Six Lakh Twenty Five Thousand only)

Please write or type below this line

बदर-२/
६२०४ | २
२०१२

ZK 0001944746

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs) SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

106

52

SHCIL E-Stamping Receipt

Stamp Duty Purchased By	MR. ANIL B. RIJHWANI AND MR. BHAGWAN L. RIJHWANI	Stamp Duty Paid by	☐ 1st Party ☑ 2nd Party
Stamp Duty Amount	₹ 6,25,000/-	Type of Payment	☐ Cash ☐ Cheque ☐ DD ☐ Pay-Order ☐ NEFT ☐ RTGS ☐ Account to Account Transfer
Cheque/ DD/ PO/ UTR/ REF/Account No.			Date: 16/07/2012
Bank Name		Branch Name	
Counter Signature with Seal			

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this 19th day of JULY 2012, BETWEEN **M/S. PACL LIMITED (Formerly known as PACL INDIA LIMITED)**, owner of **Flat No.601, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400 104,** hereinafter called **"Vendor"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors, administrators and assigns) of the **ONE PART** AND **MR. ANIL B. RIJHWANI (Son) & MR. BHAGWAN L. RIJHWANI (father) through his Constituted Attorney Mr. Anil B. Rijhwani** adults, Indian Inhabitants, having address at House No.741, Sector 43/A, Chandigarh, 160022, now at House No.2125, Phase 7, Mohali Tehsil and District – S.A.S. Nagar, Mohali, hereinafter called **"Purchasers"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the **SECOND PART.**

बदर–२/	
६१०४	३
२०१२	

57

107

WHEREAS the Vendor herein is the sole and rightful Owner of **Flat No.601, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104,** having an area of **821.51 Sq.ft. Carpet area,** (hereinafter referred to as "the said Flat") and are this day fully seized and possessed of and entitled in all manner to dispose of the said Flat under this Agreement.

Vide an agreement dt.04/12/2008 BDR10-09725-2008 between M/s. Shree Sejal Construction PVT. Ltd., a Company registered under the Companies Act 1 of 1956 and having its registered office at Office No 8-9, 6th floor, Phonix Bldg 457, SV Rd., Mumbai 400 004 hereinafter called the Developers, had originally allotted the above said Flat to Vendor for the valuable consideration and on the terms and conditions contained therein. The Society of the flat Purchasers of the said building is yet to be formed and registered.

AND WHEREAS the Vendor has agreed to sell,transfer, assign and convey unto the Purchasers and the Purchasers have agreed to purchase from the Vendor the said Flat and as incidental thereto, all the beneficial right, title and interest of the Vendor in the said Flat with the consent of the society in the Flat together with the right of use and occupation of the Flat for a consideration of **Rs.1,25,00,000/- Rupees One Crore Twenty Five Lakhs Only)** on the terms and conditions contained herein;

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this agreement in writing.

बदर–२/	
६२०४	४
२०१२	

108

NOW THEREFORE THIS AGREEEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Vendor hereby agree to sell, transfer, assign and convent to the Purchasers and the Purchasers hereby agree to Purchase from the Vendor and accept the transfer of the said Flat.

2. The total consideration price of the said flat is **Rs.1,25,00,000/- Rupees One Crore Twenty Five Lakhs Only).** The Purchasers has paid the full consideration price of the said flat by Demand Drafts as per the schedule herein under written.

   a. Rs.5,00,000/- (Rupees Five Lakhs Only) will paid on or before _____.

   b. Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only) on Signing / Registering the Agreement.

3. As incidental to transfer of the said Flat, the Vendor hereby transfer all their beneficial right, title and interests in and upon the said **Flat No.601** "including the use and occupation of the said Flat on receiving the full and final payment.

4. The Vendor has assured the Purchasers that the said Flat has not been mortgaged and is free from all types of encumbrances.

5. That the Vendor doth hereby declare and say as follows:-

बदर-२/	
८२०४	५
२०१२	

a). That the Vendor have sole and absolute right, title and interest in the said Flat and the right and power to dispose off the same and there is no

impediment or prohibition against the said right power and authority of the Vendor to deal with and dispose off the same and the same are clear and marketable and free from encumbrances and that the Vendor have not done or allowed or permitted to be done any act's, deeds or things that might have resulted or tantamount to result in encumbering, charging, alienating or creating a lien over the said Flat and the premises in manner whatsoever.

b). That notwithstanding any of the deeds, matters or things whatsoever by the Vendor or any other person or person's lawfully or equitably claiming by, from or through the Vendor committed or omitted or Knowingly or willingly suffered contrary, the Vendor have full power and absolute right and authority to transfer the said Flat as aforesaid, and that the Vendor has not, nor any one else on his behalf done any acts, deeds, or omission whereby the said Vendor might be prevented from transferring the said Flat premises and handing over to the Purchasers actual physical and peaceful possession of the said Flat.

c). That the right, title and interest of the Vendor in the said Flat or any of them has not been the subject matter of any pending litigation, or any attachments, either before or after judgment, nor the same are subject to any attachment or prohibitory order issued by any department of the state or Central Government, other authorities, courts of law, Tribunal or Arbitrators whereby the Vendor is prevented or restrained from assigning or transferring all the rights of the Vendor in the said Flat to the Purchasers as envisaged under this Agreement.

बंदर-२/	
८५०४	६
२०१२	

d). That the Purchasers shall and will at all times hereafter peacefully and quietly be entitled to occupy, use and possess and enjoy the said Flat,

with all the benefits and the occupancy rights in respect of the said Flat premises without any interruptions, claim or demand of whatsoever nature from the Vendor or from any other person or persons claiming by, from, under or in trust for the Vendor.

e). The Vendor hereby agree and undertake to indemnify the Purchasers and keep the Purchasers fully indemnified against any claim, demand, liabilities, expenses, litigations, charges, lien, proceedings, damage or loss that may arise against the Purchasers consequent upon any claims being made by any person or person's in respect of or arising out of the transfer made under these presents by the Vendor including in respect of the said Flat.

f). Upon the execution of these presents the Vendor shall handover to the Purchasers all the Agreements, receipts, Flat certificate or other documents of title to the said Flat premises, correspondence, letters, papers in respect of the said premises, and the Vendor will also sign and deliver to the Purchasers, all necessary applications, affidavits, consents, for transfer to the name of the Purchasers of the [illegible] made with the said society or any authority or authorities including BSES Ltd/ Reliance Energy.

g). The Vendor shall be responsible for [illegible] outgoings i.e. maintenance, taxes, due, etc. in respect of the said Flat till the date of handing over the possession of the said Flat to the Purchasers even if the bills are received at any later date.

बंदर-२/	
६२०४	७
२०१२	

6. The Contribution towards the transfer charge if any, shall be borne by the Vendor and the Purchasers equally. The stamp duty and registration

47

111

charge payable in respect of this agreement shall be borne entirely by the Purchasers.

7. The parties hereto Shall (on payment of the full and final consideration) sign and execute all further and necessary document, papers, forms and writings a may be necessary for completing the transfer and the sale and more perfectly assuring and effectually transferring the said Flat unto and to the use of the Purchasers.

8. The Vendor will come and co-operate to register this document in Registrars office whenever he will be called.

9. This agreement shall be engrossed in duplicate the original whereof will be kept by the Purchasers and the duplicate by the Vendor.

10. The Maharashtra Ownership flats (Regulation of the Promotion of Construction, Sale Management & Transfer) act 1963 the Promoter is required to execute a written agreement for Sale of the said Flat to the Purchasers being in flat these presents & also to register the said Agreement under said Agreement under the Registration Act 1908.

11. Both the parties Pan Card number are mentioned hereinbelow.

a. M/S. PACL LIMITED — PAN No. AGD[illegible]79P
(Formerly known as PACL INDIA LIMITED)
Authorized Signatory Mr. Ankur Tyagi
(Vendor)

b. MR. ANIL B. RIJHWANI — PAN NO.**AADPR6040G**
MR. BHAGWAN L. RIJHWANI — PAN NO. **AAFPR3728M**
(Purchasers)

बदर–२/	
६२०४	C
[illegible]	

Priyaki

112

41

SCHEDULE

All THAT **Flat No.601, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104, CTS No.1073 & 1074 Survey No.161 (part), admeasuring 821.51 sq.ft. Carpet area.**

village PAHADI Goregaon (W)

IN THE WITNESS WHEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED SEALED AND DELIVERED)

By the withinnamed Vendor)

M/S. PACL LIMITED

(Formerly known as PACL INDIA LIMITED))

Authorized Signatory Mr. Ankur Tyagi)

Bir Sh Surendar Singh

In the presence of)

SIGNED SEALED AND DELIVERED)

By the withinnamed Purchasers)

MR. ANIL B. RIJHWANI &

MR. BHAGWAN L. RIJHWANI

through his Constituted Attorney

Mr. Anil B. Rijhwani)

In the presence of)

बदर-२/	
६२०४	e
२०१२	

45

113

RECEIPT

Received with thanks from the Purchasers **MR. ANIL B. RIJHWANI & MR. BHAGWAN L. RIJHWANI through his Constituted Attorney Mr. Anil B. Rijhwani** a sum of **Rs.5,00,000/- (Rupees Five Lakhs Only)** being the Part Payment for the sale of **Flat No.601, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104.**

MODE OF PAYMENT

Sr. No.	Cheque/DD/ Payorder	Dated	Drawn on	Amount
1	003153	3/7/12	ICICI Bank.	5,00,000/-

I SAY RECEIVED

M/S. PACL LIMITED
Authorized Signatory
Mr. Ankur Tyagi
VENDOR.

WITNESSES
1. (Gaurav Mutreja).
2. SURENDAR SINGH

बदर-२/	
६२०४	१०
२०१२	

114

44

RECEIPT

Received with thanks from the Purchasers **MR. ANIL B. RIJHWANI & MR. BHAGWAN L. RIJHWANI through his Constituted Attorney Mr. Anil B. Rijhwani** a sum of **Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs Only)** being the full and final Payment for the sale of **Flat No.601, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104.**

MODE OF PAYMENT

Sr. No.	Cheque/DD/ Payorder	Dated	Drawn on	Amount
1.	003198	18/7/12	ICICI Bank	94,00,000/-
2.	003197	18/7/12	ICICI Bank	26,00,000/-

I SAY RECEIVED

M/S. PACL LIMITED
Authorized Signatory
Mr. Ankur Tyagi
VENDOR

बदर-२/
६२०४ ,,
२०१२

WITNESSES

1.

2.

43

15

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

रजिस्ट्रार ऑफ कम्पनीज, राजस्थान

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

निगमन पहचान संख्या: U70101RJ1996PLC011577

For PACL LIMITED

PACL INDIA LIMITED

[illegible] प्रमाणित करता है कि नाम

PACL INDIA LIMITED

[illegible], दिनांक तेरह फरवरी उन्नीस सौ छियानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन दिनांक

GOPAWANT AGROTECH LIMITED

[illegible] के निगमित की गई थी, व कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विशेष प्रस्ताव पारित किया गया तथा लिखित रूप में यह सूचित करने की इस भारत का अनुमोदन, कम्पनी अधिनियम 1956 की धारा 21 के तहत पारित, भारत सरकार, कम्पनी कार्य मंत्रालय, नई दिल्ली की अधिसूचना सं. सा.का.नि. 507 (ई) दिनांक 24.6.1985 तथा [illegible] B22303242 दिनांक 12/10/2011 के द्वारा प्राप्त किया गया है, उक्त कम्पनी का नाम अब परिवर्तित कर के दिनांक

PACL LIMITED

कर दिया है और यह प्रमाण-पत्र, कम्पनी अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र जयपुर में आज दिनांक बारह अक्टूबर दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Rajasthan

Fresh Certificate of Incorporation Consequent on Change of Name

Corporate Identity Number : U70101RJ1996PLC011577

In the matter of M/s PACL INDIA LIMITED

I hereby certify that PACL INDIA LIMITED which was originally incorporated on the fourteenth day of February Nineteen Hundred Ninety Six under the Companies Act, 1956 (No. 1 of 1956) as GOPAWANT AGROTECH LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R. 507 (E) dated 24/06/1985 vide SRN B22303242 dated 12/10/2011 the name of the said company is this day changed to PACL LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Jaipur this Twelfth day of October Two Thousand Eleven

बदर-२/

६२०४	१२
२०११	

Registrar of Companies, Rajasthan

*Note: The corresponding form has been approved by KAILASH CHAND MEENA, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in)

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता

Mailing Address as per record available in Registrar of Companies office

PACL LIMITED

22,3RD FLOOR,, AMBER TOWER,SANSAR CHANDRA ROAD,

JAIPUR,

Rajasthan, INDIA

बदर-१२/

९०६८	१२
२०११	

(118)

42

PACL LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OFPACL LIMITED HELD ON WEDNESDAY, THE 3rd DAY OF NOVEMBER 2011 AT 11.30 A.M. AT CORPORATE OFFICE AT 7TH FLOOR, GOPAL DAS BHAWAN, BARAKHAMBA ROAD, NEW DELHI-110001

"**RESOLVED THAT** the consent of the board be and is hereby accorded for the sale of company's property situated at Flat No.601, 6th Floor Sejal Tower, Sejal Park CTS. No.1073/A of Village Pahadi, Goregaon at 120 wide linking road, Goregaon (West) Mumbai - 400 104 and for the said purpose, power of the Board be and is hereby severally conferred upon Mr. Ankur Tyagi, S/o Sh. N.C. Tyagi R/o Victory Building, Plot No. 22, NS Road No.5, JVPD Scheme, Juhu, Mumbai - 400 056 as authorized signatories to deal with the prospective purchasers/ brokers on the terms and conditions duly considered and approved by the Board and to sign & execute the agreement to sell / sale deed and to receive the sale consideration in the name of the company and to sign all documents, deeds, written statements, affidavits, indemnity and other papers whatsoever be deemed necessary and expedient for the said purpose and to appear before the concerned Registrar/Sub-Registrar and to purchase stamp papers and to perform all such acts incidental thereto on behalf of the Board.

RESOLVED FURTHER THAT a copy of the said resolution duly certified by the Company Secretary be furnished to the concerned authorities for their reference and records."

CERTIFIED TRUE COPY
FOR PACL LIMITED

(ANURAG SHARMA)
COMPANY SECRETARY

THE SEAL OF THE SUB REGISTRAR BADIYALI NO. 1 उपनगर सिरोही (राज.) BADIYALI SIROHI DIST. (RAJASTHAN)

बदर-२/
६२०४ | २३
२०१२

Regd. Office: 22, 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur-302004 Ph.: 0141-3221282
Corporate Office: 7th Floor, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi- 110001
Phone No. : 011-43650000, Fax No. : 011-43650028-29

बदर-१२/
१०६८ | २४
२०११

41

o/c (117)

Office of the Dy.Ch.Eng. (BP)(W.S.)
Municipal Bldg., 'C' Wing,
New Municipal Complex,
Opp. O.P. Rd., Kandivali (E),
Mumbai-400 101

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE/5854/BP(WS)/AP

30 OCT 2009

To,

M/s. Shree Sejal Construction Pvt. Ltd.
C.A. to Owner.

Sub : Permission to occupy the completed building No. 4 on plot bearing C.T.S. No. 1073/A of Village Pahadi Goregaon at 120' wide Linking Road, Goregaon (W). Building named as "Sejal Tower".

Ref : Your letter No. 667-4 date 20/07/2009.

Sir,

The full development work of residential building No. 4 comprising of Stilt + 1st Floor Stilt + Podium + 2nd to 28 upper floors on plot bearing C.T.S. No. 1073/A of Villag Pahadi Goregaon at 120' wide Linking Road, Goregaon (West) completed under supervision of Licensed Surveyor Shri. Vijay N. Goradia, having Lic. No. G/120, Structural Engineer Shri. P.K. Sura, having Structural Lic. No. STR/S/76 and Lic. Site Supervisor Shri. Yagnesh A. Jani, having Licence No. J/148/SS-I, may be occupied on the following conditions :-

1) That the certificate u/s 270A of B.M.C. Act shall be obtained from A.E.W.W. (P/S) and a certified copy of the same shall be submitted to this office.

2) That the Co-op. Hsg. Soc. shall be formed and registered within 3 months from the date of issue hereof, or before B.C.C. whichever is earlier.

3) That all the conditions laid down in this letter of permission shall be complied with within one year so as to claim the deposits which otherwise will be forefeited.

बदर-२/
६२०४ / १४
२०१२

Yours faithfully,

Patil 27/10/09

Executive Engineer
Bldg. Proposals (WS) 'P' Ward

बदर-१२/
९०६८ / १४
२०११

118

40

SHREE SEJAL CONSTRUCTION PVT. LTD.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9
6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

Date : 28/04/2011.

To,
PACL India Limited
7th Floor, Gopaldas Bhawan,
28, Barakhamba Road,
New Delhi – 110 001.

Sub : N.O.C. to resale of flat 601 on 6th floor in the building known as "Sejal Tower" situated on plot bearing C.T.S. No. 1073, Village Pahadi at Sejal Park, Goregaon (West), Mumbai – 400 104, Purchase by you under Agreement for Sale Dated 04/12/2008.

Ref : Your letter / application for N.O.C. dated 12/04/2011.

Sir,

With reference to your application dated 12/04/2011, this is to inform you that we hereby grant N.O.C. to resale above subject flat, purchased by your company, subject to following conditions:

1) The all conditions mentioned in your application dated 12/04/2011 shall be binding to you and your nominee. The xerox copy of your application dated 12/04/2011 is enclosed herewith for your ready reference.
2) You shall further pay or cause the new prospective buyer to pay the requisite advance maintenance for the amount as may have been demanded by your society, as the case may be, from time to time.
3) You also undertake to obtain Undertaking for compliances of certain terms & condition for maintenance of building given by us from new purchaser.
4) You shall execute resale agreement with new buyers of flat and shall furnish us the names, Pan No., Address of new flat purchasers.

बदर–२१
६२०४ | १५
२०११

बदर--१२/
१०६८ | १४
२०११

39

119

SHREE SEJAL CONSTRUCTION PVT. LTD.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9
6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

5) You shall obtain further resale N.O.C. from the society if formed and taking care of the society management affairs.

6) You shall undertake that you shall not sale the above flat to any party/persons having any nuisance value and shall strictly abide by the terms and conditions of Agreement, Undertaking & Indemnity bond as executed prior.

7) This our NOC shall be binding on our assigns, administrators and successor-in title.

Yours truly,

For Shree. Sejal Construction Pvt. Ltd.

Suresh

Director **Director**

बदर-२/	
८२०४	९८
२०११	

बदर-१२/	
१०६८	४४
२०११	

120

38

SHREE SEJAL CONSTRUCTION PVT. LTD.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9
6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0678

Date: 16/07/2012

To,
M/s. PACL LIMITED
Flat No. 601, 6th Floor, Bldg. No-4,
Sejal Tower, Sejal Park,
120 Wide Linking Road,
Goregaon (W), Mumbai-400104.

Dear Sir,

Sub: Provisional NOC for sale of Flat No. 601, 6th Floor of Sejal Tower.

With subject to above, and as requested by your letter dated 07/07/2012, we hereby give our provisional NOC to re-sale said flat to the proposed purchasers Mr. Anil B. Rijwani & Mr. Bhagwan L. Rijwani, subject to payment of balance outstanding dues if any against society maintenance, etc.

Thanking you,

Yours faithfully,

For Shree Sejal Construction Pvt. Ltd.

Director

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1 (GREATER BOMBAY DIST.) (MAHARASHTRA)

बदर-२/
६२०४ | १०
२०१२

बदर-१२/
१०६८ | १४
२०११

121

मालमत्ता पत्रक

गाव : पहाडी गोरेगाव (प) तालुका (मु.मा.) : उ.मु.अ. गोरेगाव जिल्हा : मुंबई उपनगर जिल्हा

व्यवहार	खंड क्रमांक	नवीन सर्वे (धा) फडदार (म) किंवा भाग (भा)	

मा. सभ्य जिल्हाधिकारी मु.उ.नि. यांचे कडील आदेश क्र.सा/एल.एन.डी/को.मि./एस.आर दिनांक ७/६/१९९० अन्वये व मा.नगर भूमापन अधिकारी गोरेगाव यांचेकडील दि.१५/१२/०९ चे आदेशा नुसार फ.क्र.२ अ या स्थिरचलेचे दि.१ नोव्हेंबर १४०२.५२ चौ.मि. सारा एकाव रुपये ६४,४१,६०० व व्यापार करीता क्षेत्र २२८.९ चौ.मि. सारा रुपये ३०९.०० असे १८९ ते १९९० एक वर्षा करीता भाडेपट्टा पात्र नोंद यांनी वसुली प्रकार सी-२ एकूणी ही प्रचलन झाली.

THE SEAL OF THE SUB-REGISTRAR BORIVALI

THE SEAL OF THE SUB REGISTRAR BORIVALI

गोरेगाव

सत्य प्रतिलिपी

उप जिल्हा निबंधक, बोरीवली

बदर – २/
६२०४ | १८
२०१२

CERTIFIED TRUE COPY

SURVEYOR
VIJAY GORADIA
617, Sunshine Bldg. S. V. Road,
Kandivali (West), Mumbai-400 067.

VIJAY GORADIA LICENSED Surveyor
617, Sunshine Bldg. S. V. Road, Kandivali (W), Mumbai-67.

बदर--१२/
१०६८ | १४
२०११

मालमत्ता पत्रक

गाव — पहाडी गोरेगाव (प)

तालुका — मुंबई उपनगर — न.भू.अ.गोरेगाव

जिल्हा

भूमापन क्रमांक — पोट हिस्सा — धारणाधिकार

१०७३अ

१६८८८.०

२६३०.० न.भू.क्र. १०७३ पै.क — सी [क्र]

१०७ असीकडेवर्ग

१४२७८.०

सन १९८२ ते २०१० निर्माण

६४४१.०० रु. आणि ३०१.०० रु.

धारणाधिकार

मूळ धारक

अंतर

शेरा

व्यवहार	दस्त क्रमांक	नविन धारक (धा) / हस्तांतर (ह) किंवा धा (प)	भाग
S.T. मा. उ. वि. क. मुंबई उपनगर जिल्हा यांचे आदेश क्र. DIVIL NO/IV/ROS-४७४/८७ दि. १८/७/१९८७ प्रमाणे न.भू.क्र. ७ मधून वगळले. मौजे पहाडी गोरेगाव क्र. ८ न.भू.क्र. ७ मधून वगळले. ४८८८.८ चौ.मी. ४/१२/१९८७ रोजी न.भू.क्र. १० मध्ये समाविष्ट. मौजे पहाडी गोरेगाव, सर्व्हे नं. १२६ मधून वगळले. २०१० मध्ये नविन सर्व्हे नंबर तयार केले.		(H) मे. जेम्स कन्स्ट्रक्शन कंपनी चे भागीदार 1) श्री. शुभ कुमार जमनालाल जयानी 2) श्री. गिरधारीलाल पन्नालाल जयानी 3) श्री. [illegible] 4) श्री. [illegible] 5) श्री. [illegible] 6) श्री. कांतीलाल [illegible] 7) श्री. सुधीर कांतीलाल जयानी 8) श्रीमती रेखा सुरेश जयानी 9) श्री. सिद्धार्थ कांतीलाल जयानी 10) श्रीमती मिना निखिल शाह 11) श्री. अनिल कुमार गोपालजी शाह 12) श्रीमती [illegible] 13) श्री. [illegible] 14) [illegible] 15) श्री. [illegible] 16) श्री. [illegible]	

CERTIFIED TRUE COPY

LICENSED SURVEYOR
VIJAY MAGANDAS GORADIA
6-7, Sahyog Bldg, S. V. Road,
Kandivali (West), Mumbai-400 067.

बदर-२/	
६२०४	७९
२०१२	

बदर-१२/	
१०६८	४३
२०११	

९६

७७

35

123

दुय्यम निबंधक: सह दु.नि.का-बोरीवली 4

दस्तक्रमांक व वर्ष: 9725/2008

नोंदणी 63 म.

Friday, December 26, 2008

12:46:19 PM

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे)	करारनामा मोबदला रू. 5,557,500.00 बा.भा. रू. 5,387,256.00
(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	(1) सिटिएस क्र.: 1073/अे वर्णनः विभागाचे नाव - पहाडी-गोरेगाव पश्चिम (बोरीवली), उपविभागाचे नाव - 57/264 - भुभाग : उत्तरेस गावाची हद्द, पुर्वेस लिंक रोड, दक्षिणेस गावाची सीमा व पश्चिमेस खाडी. सदर मिळकत सि.टी.एस. नंबर - 1073 मध्ये आहे. ----------सदनिका क्रं 601, 6 वा मजला, बिल्डींग नं 4, 'सेजल टॉवर',.
(3)क्षेत्रफळ	(1)बांधीव मिळकतीचे क्षेत्रफळ 91.62 चौ.मी. आहे.
(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा	(1)-
(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता	(1) मे/- श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक देवांग शाह तर्फे मुखत्यार निलेश शाह - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: 8/9,6 वा मजला, फेनिक्स बिल्डींग, 457 एस व्ही पी रोड, मुं 04; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAACS0688M . (2) मे/- श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक अमरचंद सी शाह तर्फे मुखत्यार महेंद्र गोराडीया - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: वरीलप्रमाणे ; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता	(1) पी ए सी एल इंडिया लि. चे मॅनेजर तुलसीराम मनजीत ठाकुर - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: 2 रा मजला,बोनान्झा आर्केड, आंबोली नाका ,57 एस व्ही रोड, अंधेरी प मुं 58; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AAACP4032A.
(7) दिनांक करून दिल्याचा	04/12/2008
(8) नोंदणीचा	26/12/2008
(9) अनुक्रमांक, खंड व पृष्ठ	9725 /2008
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क	रू 260475.00
(11) बाजारभावाप्रमाणे नोंदणी	रू 30000.00
(12) शेरा	

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 उपनगर जिल्हा (मुंबई) MUMBAI SUBURBAN DIST. (MAHARAS)

बदर-२/	
६२०४	२०
२०१२	

3

developed by C-DAC, Pune.

SARITA REPORTS VERSION 5.2.19

(124)

INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by
Stock Holding Corporation
Location: Goregaon
Signature:
Details can be verified at www.shcilestamp.com

Certificate No. : IN-MH-[illegible]05363K
Certificate Issued Date : [illegible]
Account Reference : SHCIL/[illegible]/GOREGAON/MH-MSU
Unique Doc. Reference : SUBIN-MH[illegible]K[illegible]1107659507933 17K
Purchased by : ANIL BRIJWANI
Description of Document : Article 48 Power of Attorney
Description : POWER OF ATTORNEY
Consideration Price (Rs.) : 0
(Zero)

First Party : ANIL B RIJHWANI
Second Party : BHAGWANTI RIJHWANI
Stamp Duty Paid By : ANIL B RIJHWANI
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

Please write or type below this line

THE SEAL OF THE SUB REGISTRAR SOMWALI NO. 1 MUMBAI SUBURBAN DIST. (SANGRAM)

बदर-२/
६२०४ | ४१
२०१२

ZK 000194535 7

Statutory Alert:
1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

पंजाब PUNJAB E 598609

BEFORE THE SUB-REGISTRAR, S.A.S. NAGAR, MOHALI

SPECIFIC POWER OF ATTORNEY

Stamp Paper 500/-

Stamp Sr. No. 271, Dated 09-07-2012

Issued by Amrat Lal, Stamp Vendor, Mohali

TO ALL WHOM THESE PRESENTS SHALL COME, I, Mr. **BHAGWAN L. RIJHWANI S/o Sh. Lakhi Mal Rijhwani** an adult, residing at House No. 741, Sector - 43-A, Chandigarh - 160 022 now at House No. 2125, Phase 7, Mohali, Tehsil and District- S.A.S. Nagar, Mohali SEND GREETINGS:-

Whereas I am desirous of acquiring either jointly or singly on Ownership Basis Flat No. 601, 6th Floor, Building No. [illegible] of building known as Sejal Tower, Situated at 120 Link Road, Goregaon (W) Mumbai (hereinafter referred to as SAID PROPERTY).

And whereas I am unable to attend to the affairs relating to the Purchasing / acquiring the said Flat and getting the said Flat transferred to my either jointly or singly. And therefore I have requested my Son Mr. **Anil B. Rijhwani, S/o Sh. Bhagwan L. Rijhwani** having address at House No. 741, Sector- 43-A, Chandigarh- 160 22, (hereinafter called the Attorney) to act for me and manage and carry out all the proceeding relating to the said flat in my name.

THEREFORE, KNOWN YE ALL MEN BY THESE PRESENTS that I, **Mr. Bhagwan L. Rijhwani**, in my personal capacity, hereby nominate constitute and appoint my Son **Mr. Anil B. Rijhwani**, to be my true and lawful Attorney, on my behalf to manage all the affairs relating to Purchasing, giving on Leave and License Basis and for Sale of the Said Flat and to exercise all or any of the following acts and things viz:-

Bhagwan

बदर-२/

६२०४ | ९२

२०१२

126

ਅੱਜ ਮਿਤੀ 10/7/2012 ਦਿਨ Tuesday ਵਕਤ 12:14:13 PM
ਨੂੰ ਸ੍ਰੀ ਭਗਵਾਨ ਐਲ ਰੀਜਵਾਨੀ
ਨੇ ਵਸੀਕਾ ਇਸ ਦਫ਼ਤਰ ਵਿੱਚ ਰਜਿਸਟਰਡ ਕਰਨ ਲਈ ਪੇਸ਼ ਕੀਤਾ।

ਸਬ ਰਜਿਸਟਰਾਰ
ਐਸ.ਏ.ਐਸ. ਨਗਰ

ਸ੍ਰੀ ਭਗਵਾਨ [redacted]
ਨੂੰ ਵਸੀਕੇ ਦੀ [redacted] ਗਈ ,ਜਿਸਨੇ ਲਿਖਤ ਨੂੰ ਸੁਣਕੇ,
ਸਮਝਕੇ ਠੀਕ [redacted] ਅਤੇ ਗਵਾਹ ਨੰ: 2 ਭਗਵਾਨ ਐਲ ਰੀਜਵਾਨੀ
ਦੀ ਸਨਾਖਤ ਗਵਾਹ ਨੰ: 1 ਗੁਰਚਰਨ ਸਿੰਘ ਵਕੀਲ
ਪ੍ਰਿਤਪਾਲ ਸਿੰਘ ਕਰਦੇ ਹਨ, ਮੈਂ ਪਹਿਲੇ ਗਵਾਹ ਨੂੰ ਜਾਣਦਾ ਹਾਂ
ਜੋ ਕਿ ਦੂਸਰੇ ਗਵਾਹ ਨੂੰ ਜਾਣਦਾ ਹੈ। ਲਿਹਾਜਾ ਵਸੀਕਾ ਰਜਿਸਟਰਡ ਕੀਤਾ ਜਾਵੇ।

ਸਬ ਰਜਿਸਟਰਾਰ
ਐਸ.ਏ.ਐਸ. ਨਗਰ

ਮਿਤੀ 10/7/2012

ਗਵਾਹ 1.

ਗਵਾਹ 2.

ਪਹਿਲੀ ਧਿਰ

ਦੂਜੀ ਧਿਰ

Bhagwan

ਬਦਰ-21	
੬੨੧੪	23
੨੦੧੨	

ਉਕਤ ਨਿਸ਼ਾਨ ਅੰਗੂਠਾ ਅਤੇ ਦਸਤਖਤ ਮੇਰੇ ਰੂਬਰੂ ਕੀਤੇ ਗਏ।
ਮਿਤੀ 10/7/2012

ਸਬ ਰਜਿਸਟਰਾਰ
ਐਸ.ਏ.ਐਸ. ਨਗਰ

ਵਸੀਕਾ ਨੰ: 236 ਜਾਇਦਾਦ ਬਹੀ 4
ਜਿਲਦ ਨੰ: 0 ਦੇ ਸਫਾ ਨੰ: 0
ਪਰ ਵਸੀਕਾ ਰਜਿਸਟਰਡ ਚਸਪਾ ਕੀਤਾ ਗਿਆ।

ਸਬ ਰਜਿਸਟਰਾਰ
ਐਸ.ਏ.ਐਸ. ਨਗਰ

31

127

NOW THESE PRESENTS WITNESSETH AS UNDER:-

1. TO PURCHASE for my benefit the said Property and to procure the said Property and to act for me in such manner as my Attorney thinks shall deem most beneficial to me.

2. TO CONTRACT with the Seller/s/Builders/Developers for the purchase of the said Property and for that purpose deliver and execute the Agreement for Sale and / or Sale Deed or any other lawful deed or instrument which shall be necessary for perfectly transferring the said Property to my name.

3. To appear for and on my behalf before the office Bearers of the Society/Builders/Developers and to procure necessary NOC and requisite permissions for purchase of the said Property.

4. TO PAY or allow all taxes, rates, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or to become due and payable on account of purchase of the said Property.

5. TO ENGAGE for all or any of the purposes aforesaid appropriate Professionals like Advocate, Solicitors, Chartered Accountants, etc. to settle and pay fees of such professionals, to discharge the professionals so appointed and to appoint another or other in place and stead of the professionals thus discharged if my said Attorney thinks fit so to do.

6. TO ENTER into, make, sign, seal, execute, deliver, admit, acknowledge and perform any contract, agreement for sale, sale deed, deed of assurances, deed of declarations, deed of confirmations, deed of rectifications, undertakings, writing or things which may in the opinion of the said Attorney be necessary or proper to be entered into, made signed, sealed, executed delivered, admitted, acknowledged or performed for effectuating the purposes aforesaid or any of them and for all or any of the purposes of these presents to use my name.

7. TO APPEAR before the Sub-Registrar or Registrar of Assurances, present, lodge, execute and / or admit execution on my behalf and in my name for Registration, to execute all documents in my behalf including any contract, agreement for sale, sale deed, deed of assurances, deed of declarations, deed of confirmations, deed of rectifications, undertakings, writing or things in pursuance of all or any of the purposes of these presents in my name and as my act and deed as if I was personally present at that time and did the same.

बुक नं.-२/	
५२०४	२४
२०१२	

8. TO EXECUTE on my behalf all deeds, documents, affidavits, forms etc. for more perfectly transferring the above Property in my name.

9. TO REPRESENT me before the Society / Committee Members of the Society/Builders/Developers and Office-bearers thereof in

respect of the said Property and to Sign and Execute on my behalf all agreements, correspondences, deeds, documents, affidavits, declarations, applications, forms etc.

10. To take physical possession of the said Property from the Seller/s/Builders/Developers when the possession of the said Property is ready and to correspond with the Seller/s/Builders/Developers for the same and to sign the documents necessary at the time of taking possession of the said Property.

11. TO BE THE MEMBER OF the registered society formed under the provisions of Maharashtra Co-operative Societies Act, 1960, and to hold/receive the shares and the individual share certificates transferred in my name in respect of the said Property.

12. TO SIGN prescribed society shares transfer forms and other necessary forms / letters or documents on my behalf for the transfer of the said Property and for the allotment of the shares to my name.

13. To manage and take good care of the said Property, to carry out repairs, maintenance and alterations if required with the consent of the Society/Builders/Developers, obtain NOC for the same and deposit refundable/non-refundable security deposit and to adhere to the rules and regulations of the Society while performing the alteration work and to complete the said work within the time limit specified, if any.

14. To negotiate with any person/s, company either private or public, either directly or through estate agent, to let out the said Property either individually or collectively on Leave and License basis to any intending Licensee/s of his choice, execute the requisite Leave and License Agreement, receive the Security Deposit and monthly compensation as may be fixed by him.

15. To execute the Leave and License Agreement/s with the intending Licensee/s on the terms and conditions that has been agreed upon by my said Attorney also in my name and on my behalf.

16. To receive the Security Deposit and also the monthly compensation from such Licensee/s and to pass on valid receipts thereof also in my name and on my behalf.

17. To intimate and obtain the requisite N. O. C. for letting out the said Property on Leave and License basis if and when required in future as per the rules and regulations and bye-laws of the Society.

18. To pay the requisite amount of Stamp Duty, Registration charges and to get the said Leave and License Agreement Registered with the Sub-Registrar of Assurances, as required under the Maharashtra Rent Control Act, 1999 as amended upto date and as per the applicable jurisdiction and to appear personally before the

बदर-२/
६२०४ | ४५
२०१२

Bhagwanth

29

129

[illegible] BHAGWAN L. RIJHWANI [illegible]
lawfully, doing in good faith, I, Mr. [illegible]
hereby agree to ratify and confirm.

AND TO DO every thing whatsoever which may be deemed necessary, proper or expedient in respect of the Said Property to safe guard my rights, title interest and which I myself could have done if I was personally present.

AND TO do all things necessary for the aforesaid purposes or any of them with the specific object of having the said Property transferred to my name.

AND GENERALLY, to do and cause to be done all acts, deeds, matters and things as my Said Attorney shall think fit and proper for the purpose of purchase and transfer of the Said Property as amply and effectually as I could have personally done and I hereby agree and undertake to ratify and confirm all or any acts or deeds whatsoever my said Attorney shall lawfully do or cause to be done for the Said Property by virtue of these presents.

IN WITNESS WHEREOF, I, the Mr. BHAGWAN L. RIJHWANI, has signed hereunder on this _____ day of _____ 2012.

SIGNED, SEALED AND DELIVERED)
By the withinnamed)
Mr. BHAGWAN L. RIJHWANI)

Affix Photo

Left Hand Thumb Impression

Before me

Affix Photo

Left Hand Thumb Impression

Signature of the Attorney
PANKAJ D. RIJHWANI

बदर-२/
८२०४ | ४६
२०१२

GURCHARAN SINGH
Advocate
Teh. & Distt. Complex

(GURCHARAN SINGH)
Ex. TALIA (INGH)

Draft Approved By
Hukam Singh

130

28

Form No. 2

ਫਾਰਮ ਨੰਬਰ 2 ਰਜਿਸਟਰੀਆਂ

ਇ. ਬੁਕ (ੳ) ਨੰ. ਨੰ. ਸਫਾ

ਉ. ਮਹਿਕਮਾ ਸਬ-ਰਜਿਸਟਰਾਰ

ਸ. ਫੀਸ 250

ਇ. ਪੇਸ਼ ਕਰਨ ਵਾਲੇ ਦਾ

ਏ. ਤਾਰੀਖ ਤਕਮੀਲ ਚਸਪਾਂ

ਤਾਰੀਖ ਪੇਸ਼ ਹੋਣ ਦੀ

ਨਾਮ ਦਸਤਾਵੇਜ਼

ਇਕਰਾਰ ਚਸਪਾਂ

ਮਿਤੀ ਆਖਰਾਮ ਹੋਣ ਦੀ

ਤਕਮੀਲ ਰਕਮ ਵਸੂਲ ਹੋਈ

ਸਬ ਰਜਿਸਟਰੀ ਉਜਰਤ ਨਕਦ ਮੀਜਾਨ ਤਾਂਦਾਦ

ਸਫਾਰਸ

ਸਬ ਰਿਕਾਰਡਰ

ਸਹਾਇਕ ਰਜਿਸਟਰੀ

Punjab Land Records Society
Name of Tehsil : S.A.S. Nagar / 2012-13

Sr. No. 1966 Dated 19/7

Received from ਜੋਗਿੰਦਰ ਸਿੰਘ

S/o

on account of user Charged of Computerization of Land Records

for document No. 226 Dated 19/7/12

Rs. 250

Signature with Dated
Sub Registar S.A.S. Nagar

THE SEAL OF THE SUB REGISTRAR DERAVASSI DISTT. MOHALI (PUNJAB)

ਬਦਰ-21

੬੨੦੪	੨੦
੨੦੧੨	

27

131

घोषणापत्र

मी Anil B. Rijhwani याव्दारे घोषित करतो की, दुय्यम निबंधक Borivali-4 यांचे कार्यालयात Agreement for sale या शिर्षकांचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. Bhagwan L. Rijhwani व इतर यांनी दि. 10.07.2012 रोजी मला दिलेल्या कुलमुखत्यरपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे /निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध आहे. त्याप्रमाणे करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन. याची मला जाणीव आहे.

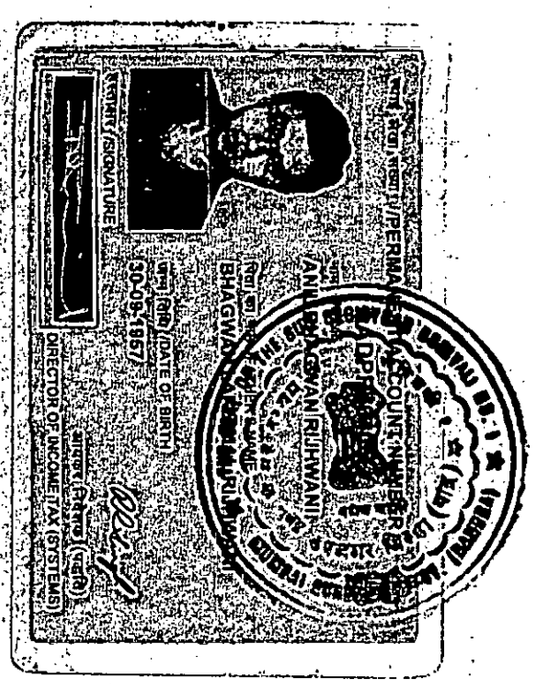
बदर-२/	
६२०४	२८
२०१२	

दिनांक : 19-07-2012

कुलमुखत्यारपत्रधारकाचे नावे
व सही

132

26



बदर-२/	
६२०४	२९
२०१२	

25

133

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PACL LIMITED

13/02/1996

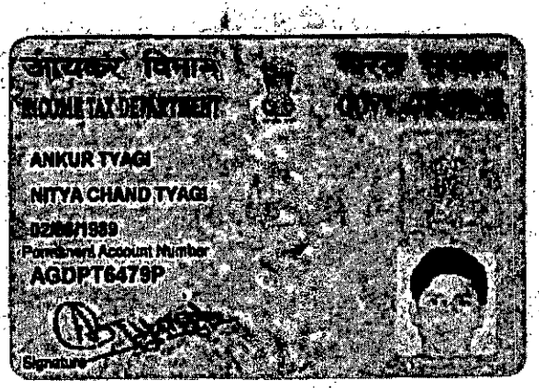
Permanent Account Number

AAACP4032A

बदर–२/	
६२०४	30
२०१२	

134

24



Tyagi

THE SEAL OF THE SUB REGISTRAR SARDHANA DIST. MEERUT
सहायक उपनिबन्धक सरधना (मेरठ)
GOVERNMENT OF UTTAR PRADESH

बदर–२/	
६२०४	३१
२०१२	

23

135

THE SEAL OF THE SUB REGISTRAR

बदर–२/

६१०४	३२
२०१२	

136

22

आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

PRAMOD YASHWANT KHANDEKAR

Y M KHANDEKAR

29/01/1980

Permanent Account Number

ANTPK8629D

Signature

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1 BORIVALI (WESTERN) SUBURBAN DIST. (MUMBAI)

उपनगर निबंधक (क्र.)

बदर-२/

६२०४	33
२०२२	

21

वदर2
दस्त क्र 6204/2012

137

19/07/2012 दुय्यम निबंधकः

3:24:42 pm बोरीवली 1 (मालाड)

दस्त गोषवारा भाग-1

दस्त क्रमांक : 6204/2012

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः अनील श्री रिजवानी ह स्वतःकरीता व भगवान एल रिजवानी तर्फे मुखत्यार - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नावः हाऊस नं 741 , सेक्टर 43/ए, चंढीगढ 160022 ईमारत नं: - पेठ/वसाहत: - श	लिहून घेणार वय 55 सही		
2	नावः मे पी ए सी एल लि (पूर्वीचे नाव पी ए सी एल इंडीया लि) चे अथो सिग्ने अंकुर त्यागी - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नावः सदनिका नं 601 सहावा मजला , बिल्डींग नं 4, सेजल टॉयर्स , स	लिहून देणार वय 23 सही		

बदर-२/

६२०४ | ३४

२०१२

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1 उपनगर जिल्हा (मुंबई) BORIVALI SUBURBAN DIST. (MUMBAI)

दस्तऐवज करुन देणार तथाकथीत (करारनामा) दस्तऐवज करुन दिल्याचे कबूल करतात.

138

'20

दस्त गोषवारा भाग - 2

वदर2

दस्त क्रमांक (6204/2012)

दस्त क्र. [वदर2-6204-2012] चा गोषवारा
वाजार मुल्य :10015000 मोबदला 12500000 भरलेले मुद्रांक शुल्क : 625000

दस्त हजर केल्याचा दिनांक :19/07/2012 03:19 PM
निष्पादनाचा दिनांक : 19/07/2012
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 19/07/2012 03:19 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 19/07/2012 03:23 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 19/07/2012 03:24 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 19/07/2012 03:24 PM

दस्त नोंद केल्याचा दिनांक : 19/07/2012 03:24 PM

पावती क्र.:6262 दिनांक:19/07/2012
पावतीचे वर्णन
नांव: अनील वी रिजवानी हे स्वत:करीता व भगवान एल रिजवानी तर्फे मुखत्यार - -

30000 :नोंदणी फी
740 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

30740: एकूण

दु. निबंधक मुंबई उपनगर जिल्हा.

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.
1) सुरेंदर सिंह- - ,घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: हिरापन्ना , जोगेश्वरी प
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
2) प्रमोद खांडेकर - ,घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: स्नेहल टॉवर
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव: अंधेरी प
तालुका: -
पिन: -

बदर-२/
६२०४ | ३५
२०१२

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण ....३५.... पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क्र. १,
मुंबई उपनगर जिल्हा

दु. निबंधकांची सही
बोरीवली (गोराई)
दुय्यम निबंधक बोरीवली-१
मुंबई उपनगर जिल्हा.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1 उपनगर जिल्हा (पूर्व) MUMBAI SUBURBAN DIST. (MAHARASHTRA)

बदर.....२/६२०४/२०१२
पुस्तक क्रमांक १, क्रमांक.....वर
नोंदला.
दिनांक: १९/७/१२

सह. दुय्यम निबंधक बोरीवली क्र. १
मुंबई उपनगर जिल्हा.

19

139

दुय्यम निबंधक: बोरीवली 1 (मालाड)

दस्तक्रमांक व वर्ष: 6204/2012

Thursday, July 19, 2012

3:25:04 PM

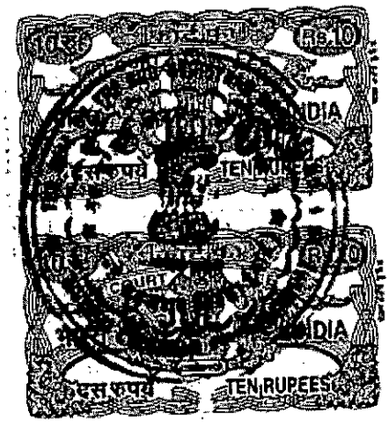
नोदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे)	करारनामा मोबदला रू. 12,500,000.00 बा.भा. रू. 10,015,000.00
(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	(1) सिटिएस क्र.: 1073/1074 वर्णनः सदनिका नं 601 सहावा मजला , बिल्डींग नं 4, सेजल टॉवर्स , सेजल पार्क , लिंक रोड , गोरेगाव प मुं 104
(3) क्षेत्रफळ	(1)91.62 चौ मी बिल्टअप
(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा	(1)
(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता	(1) मे पी ए सी एल लि (पूर्वीचे नाव पी ए सी एल इंडीया लि) चे अधो सिग्ने अंकुर त्यागी - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: सदनिका नं 601 सहावा मजला , बिल्डींग नं 4, सेजल टॉवर्स , सेजल पार्क , लिंक रोड , गोरेगाव प मुं 104; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAACP4032A.
(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता	(1) अनील बी रिजवानी हे स्वत:करीता व भगवान एल रिजवानी तर्फे मुखत्यार - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: हाऊस नं 741 , सेक्टर 43/ए, चंढीगढ 160022; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AADPR4060G
(7) दिनांक	करून दिल्याचा 19/07/2012
(8)	नोंदणीचा 19/07/2012
(9) अनुक्रमांक, खंड व पृष्ठ	6204 /2012
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क	रू 625000.00
(11) बाजारभावाप्रमाणे नोंदणी	रू 30000.00
(12) शेरा	



सही/-

सह: दुय्यम निबंधक, बो.र.व्ही-१,
मुंबई उपनगर जिल्हा.

18

~~194~~ 140

Exhibit " D "

POSSESSION LETTER

From:
M/S. PACL LIMITED
(Formerly known as PACL INDIA LIMITED)
Authorized Signatory
Mr. Ankur Tyagi
Vendor

To,
MR. ANIL B. RIJHWANI &
MR. BHAGWAN L. RIJHWANI
through his Constituted Attorney
Mr. Anil B. Rijhwani
Purchasers

Sir/Madam,

This is to confirm that in pursuance of our Agreement of sale dated 19/7/2012 i/we have today the 19th July 2012 handed over to you vacant and peaceful possession of the **Flat No.601, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104,** kindly sign the copy of hereof in token of having received vacant and peaceful possession of the above said flat.

Received Vacant & Peaceful
Possession of the Flat,

Yours faithfully,

MR. ANIL B. RIJHWANI &

MR. BHAGWAN L. RIJHWANI
through his Constituted Attorney
Mr. Anil B. Rijhwani

Purchasers

M/S. PACL LIMITED
(Formerly known as
PACL INDIA LIMITED)
Authorized Signatory
Mr. Ankur Tyagi
Vendor

TRUE COPY
(Vora & Associates)
Advocate & Solicitor
High Court, Mumbai

17

~~195~~ 141

Original.

SHREE SEJAL CONSTRUCTION PVT. LTD.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9
6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

CAR PARKING ALLOTMENT LETTER

Date: 06/08/2012.

To,
Mr. Anil B. Rijhwani &
Mr. Bhagwan L. Rijhwani
House No. 2125 Phase 7,
Mohali Tahsil & District S.A.S. Nagar.
Mohali.

Dear Sir/Madam,

We confirm that under an Agreement dated **19/07/2012** executed between us and yourself/yourselves, we have Sold the flat bearing No.**601** on the **Sixth** floor of "Sejal Tower" situated on plot bearing C.T.S. No. 1073A, Village Pahadi at Sejal Park, 120 Link Road, Goregaon (West), Mumbai-400 104, (hereinafter referred to as **"the said flat"**), at or for the consideration and upon the terms and conditions mentioned therein in the said Agreement dated duly registered under serial no. **BDR2-06204-2012** dated **19/07/2012** with the Office of the Sub registrars of Assurances.

As incidental to the sale of the said flat, you have also requested us to provide you, one car parking space, free of cost (without any consideration) and in pursuance thereto, we hereby allot you a car parking space, bearing No. **G/56 (Fifty-Six)** on ~~Lower~~/**Upper berth** in the ~~Open Space/stilt~~/**Ground Floor**/~~Podium level~~ of the building known as **"Sejal Tower"** as shown surrounded by a red colour boundary line on the plan thereof hereto annexed (hereinafter referred to as **"the said car parking space"**).

We shall put you in possession of the said car parking space simultaneously with the possession of the said flat being handed over to you subject to the terms and conditions of the said Agreement.

16

142

SHREE SEJAL CONSTRUCTION PVT. LTD.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9
6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

You shall pay the monthly maintenance charges in respect of the said car parking space as may be determined by us pending transfer of the property to the Society and thereafter shall pay such amount by way of maintenance charges in respect of the said car parking space as may be determined by the Society.

It is confirmed by and between us that the said car parking space allotted to you shall be exclusively used for your own bonafide purpose of parking your own vehicle and you shall not be entitled to create any third party interest in respect of the same, without proper consent/s and also confirmed that you will no put or construct any Grills, Brickwork, Chain, Brackets, etc..'

Further, you are also aware with the limitations regarding said mechanical puzzle parking and are also well aware with the dimensions of said mechanical puzzle parking viz. height, width, weight and load baring capacity. You have confirmed that you shall not raise any grievances/complaints in regards to the same

Subject to the above conditions, we confirm having allotted you the car parking space, vide No. **G/56 (Fifty-Six)** on ~~Lower/~~**Upper berth** in ~~Open Space/Stilt/~~ **Ground Floor /**~~**Podium**~~ **level** of the said building **SEJAL TOWER** at free of cost (without any consideration). Please note that the said car parking space is allotted exclusively for the use of bonafide owners of flat no. **601** on **Sixth** floor of Sejal Tower.

Yours truly,
For SHREE SEJAL CONSTRUCTION PRIVATE LIMITED

DIRECTOR **DIRECTOR**

I/WE PURCHASER/S OF FLAT NO. 601 CONFIRMS THE ABOVE

NAME: MR.ANIL B. RIJHWANI

NAME: MR. BHAGWAN L. RIJHWANI

15

143

Exhibit " E "

Share Certificate No. 017 Member's Regn. No. 17 No. of Shares 20

SHREE SEJAL TOWER CO - OP, HOUSING SOCIETY LTD

Registration No. MUM/WR/HSG/TC/15125/2011-2012-YEAR 2012

(Regd. UNDER THE MAHARASHTRA CO-OPERATIVE SOCIETY ACT, 1960)

Linking Road, Near Oshiwara Bus Depot, Goregaon (West), Mumbai - 400 104, Tel : 26775694, Email : sejaltower@gmail.com

Share Certificate

Authorised Share Capital Rupees One Lac Divided into 2000 Shares of Rs. 50/- each

This is to certify that Shri/Smt./M/s. PACL INDIA LIMITED

Flat No. 601

is the Registered Holder of 20 *Fully Paid-up Shares of Rs.50/- each (Rupees Fifty Each)*

Numbered From 301 *to* 320 *both inclusive in* SHREE SEJAL TOWER CO-OP, HOUSING SOCIETY LTD. Goregaon (W), Mumbai - 400104

Subject to the Rules & Bye-laws of the said society

Given under the Common Seal of the said Society in Mumbai This 30 *Day of* June *20* 14

Hon. Chairman Hon. Secretary Authorised M.C. Member

TRUE COPY

(Vora & Associates)
Advocate & Solicitor
High Court, Mumbai

Memorandum of the Transfers of the within mentioned Shares

Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Transferred	Regn. No. of Transferee
1.9.13	1	17	Mr. Anil B. Rijhwani and Mr. Bhagwan L. Rijhwani	
Hon. Chairman			Hon. Secretary	Hon. Committee Member
30-3-15	2		Mr. Anil B. Rijhwani	
Hon. Chairman			Hon. Secretary	Hon. Committee Member
Hon. Chairman			Hon. Secretary	Hon. Committee Member
Hon. Chairman			Hon. Secretary	Hon. Committee Member
Hon. Chairman			Hon. Secretary	Hon. Committee Member

Exhibit " F "

13 (145)

ITEM NO.1 COURT NO.2 SECTION XVII

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Civil Appeal No(s).13301/2015

SUBRATA BHATTACHARYA Appellant(s)

VERSUS

SECURITIES & EXCHANGE BOARD OF INDIA Respondent(s)
(With appln.(s) for exemption from filing c/c of the impugned judgment, permission to file additional documents and stay and office report)

WITH

C.A.No.13319/2015
(With appln.(s) for permission to file additional documents, for exemption from filing c/c of the impugned judgment and ex-parte stay and Office Report)

C.A.No.13394/2015
(With appln.(s) for ex-parte stay, impleadment, intervention, stay and for permission to file additional documents and Office Report)

C.A.No.13410/2015
(With appln.(s) for ex-parte stay and for exemption from filing c/c of the impugned judgment and Office Report)

W.P.(C)No.500/2015
(With appln.(s) for directions and Office Report)

T.C.(C)No.134/2015

T.P.(C)No.45/2016
(With appln.(s) for stay and Office Report)

T.P.(Crl.)No...../2016 (D.No.388/2016)
(With appln.(s) for ex-parte stay and permission to file T.P. and Office Report)

T.P.(Crl.)No...../2016 (D.No.398/2016)
(With appln.(s) for permission to file T.P. and stay and Office Report)

T.P.(C)No.46/2016
(With appln.(s) for stay and Office Report)

Date : 02/02/2016 These matters were called on for hearing today.

TRUE COPY
(Vora & Associates)
Advocate & Solicitor
High Court, Mumbai

146

12

CORAM :

HON'BLE MR. JUSTICE ANIL R. DAVE
HON'BLE MR. JUSTICE ADARSH KUMAR GOEL

For Appellant(s) Mr. Anil B. Divan,Sr.Adv.
Mr. Amit Pawan,Adv.
Mr. Abhishek Amritanshu,Adv.
Mr. Suryodaya Prakash Tiwari,Adv.

In C.A. 13394/15 Mr. Kapil Sibal,Sr,Adv.
Mr. Mahesh Agarwal,Adv.
Mr. Samir Rohatgi,Adv.
Ms. Radhika Gautam,Adv.
Mr. Paras Anand,Adv.
For Mr. E.C. Agrawala,Adv.

In C.A. 13140/15 Mr. C.A. Sundram,Sr.Adv.
Mr. Mahesh Agarwal,Adv.
Mr. Samir Rohatgi,Adv.
Ms. Radhika Gautam,Adv.
Mr. Paras Anand,Adv.
For Mr. E.C. Agrawala,Adv.

In T.C.(C) No.134/15 Dr. A.M. Singhvi,Sr.Adv.
Mr. Mahesh Agarwal,Adv.
Mr. Samir Rohatgi,Adv.
Ms. Radhika Gautam,Adv.
Mr. Paras Anand,Adv.
For Mr. E.C. Agrawala,Adv.

Mr. P.B. Suresh,Sr.Adv.
Mr. C.P. Chandrasekharan,Adv.
Mr. Vipin Nair,Adv.
Mr. Vinod Nair,Adv.
Mr. Rahul Srivastava,Adv.
For M/s. Temple Law Firm,Advs.

For Respondent(s) SEBI Mr. Arvind P. Datar,Sr.Adv.
Mr. Pratap Venugopal,Adv.
Ms. Surekha Raman,Adv.
Mr. Purushottam K. Jha,Adv.
Ms. Niharika,Adv.
For M/s. K.J. John & Co.,Advs.

Mr. Shashank Bajaaj,Adv.
Mr. Shakun S. Shukla,Adv.
Mr. Prakash Kumar Singh,Adv.

11

147

Mr. Laxmi Narayan,Sr.Adv.
Mr. Sarabjot Singh,Adv.
Mr. Alex Joseph,Adv.
For M/s. B.J. Law Offices,Advs.

Mr. Prashant Bhushan,Adv.
Mr. Omanakuttan K.K.,Adv.

Mr. Rajiv Ranjan Dwivedi,Adv.

Caveator/Customer Assn. — Mr. Amrit Pal singh Gambhir,Adv.
Mr. Shantanu Kumar,Adv.

Investors — Mr. Avadh Kaushik,Adv.
Ms. Deepika Raghav,Adv.

UPON hearing the counsel the Court made the following

O R D E R

C.A.Nos.13301, 13319, 13394 & 13410 of 2015, WP(C) No.500/2015, T.C.(C)No.134/2015 :

1. Heard Mr. C.A. Sundaram, learned senior counsel appearing for the appellant-Company, Mr. Anil B. Divan, learned senior counsel appearing on behalf of the Director of the Company and Mr. Arvind P. Datar, learned senior counsel appearing on behalf of Securities & Exchange Board of India (SEBI), on caveat.

2. Upon hearing the learned counsel and looking at the peculiar facts of the case, in the interest of the investors, we think it proper to pass this order with regard to interim arrangement, without going into the legality of the impugned judgment and without prejudice to the submission which might be made by the counsel at the time of further hearing of these matters and we direct that the appellant-Company shall not collect any

further amount from any of the investors.

3. The SEBI shall constitute a Committee for disposing of the land purchased by the Company so that the sale proceeds can be paid to the investors, who have invested their funds in the Company for purchase of the land. Hon'ble Mr. Justice R.M. Lodha, the former Chief Justice of India, would be the Chairman of the said Committee. It would be open to the Hon'ble Chairman of the Committee to appoint such experts or other persons, as he might think it necessary, in consultation with the SEBI, so as to enable the Committee to sell the land and pay to the investors in a manner that might be decided by the said Committee.

4. A Nodal Officer shall be appointed, who shall be in-charge of the funds so collected and shall have a liaison with the Committee and shall also work as a Secretary to the said Committee.

5. The Committee shall collect relevant record, including Title Deeds, from the Central Bureau of Investigation (CBI), if the CBI is in possession of any of the documents. Copies of the Title Deeds shall also be given to the Company so that the Company can also assist the Committee in the process of sale of the land.

6. The CBI is directed to hand over the documents, after retaining their copies, which might be required by the SEBI, so as to enable the Committee to sell the land.

The CBI will be entitled to use the photocopies of the Title Deeds, which will be handed over to it for Court proceedings.

7. The methodology with regard to recovery of amount by sale of the land and disbursement of the amount to the investors shall be overseen by the Members of the Committee.

8. Remuneration to be paid to the Chairman shall be determined by the Hon'ble Chairman himself after considering the quantum of work to be done by the Committee.

9. The work with regard to disposal of the land and disbursement of the proceeds to the investors be completed as soon as possible and preferably within six months from today.

10. The Registry is directed to forward copies of this order to Hon'ble Mr. Justice R.M. Lodha, the SEBI and the CBI. The Company and its Directors shall extend their cooperation to the Committee so that the Committee can function effectively to complete the work as soon as possible.

11. It would be open to the Hon'ble Chairman to make modification in the afore-stated arrangement and he is empowered to do whatever he thinks proper for disposal of the land and disbursement of the proceeds to the investors.

12. The amount, which is lying in the bank accounts of the Company and other cash belonging to the Company shall be released in favour of SEBI so that it can be used either for disbursement in favour of the investors or for incurring necessary expenditure. If any amount has been deposited by the Company or by its Directors or by any other person on behalf of the Company in any Court, the same shall be released in favour of the SEBI, who shall have a separate account so as to deal with the same. The Committee shall also decide as to whether the staff of the Company should be continued or relieved.

13. The decision with regard to sale of property of the Company by the Committee shall not be interfered with by any Court.

14. List the matters on 2nd August, 2016 as Part-heard, so as to know the progress.

T.P.(C) Nos.45/2016 :

Heard the learned counsel.

The transfer petition is allowed. Writ Petition (C)No.12342/2015 titled as Gurmeet Singh Vs. Securities and Exchange Board of India is directed to be transferred from the High Court of Delhi at New Delhi to this Court and shall be heard along with Civil Appeal No.13301/2015 and other connected matters on 2nd August, 2016.

T.P.(C) Nos.46/2016 :

Heard the learned counsel.

The transfer petition is allowed. Writ Petition (C)No.12341/2015 titled as Subrata Bhattacharya Vs. Securities and Exchange Board of India is directed to be transferred from the High Court of Delhi at New Delhi to this Court and shall be heard along with Civil Appeal No.13301/2015 and other connected matters on 2nd August, 2016.

TP(Crl.)No...../2016 (D.No.388/2016) :

Permission to file transfer petition is granted.

Heard the learned counsel.

The transfer petition is allowed. Writ Petition (Crl.)No.1078/2014 titled as Gurmeet Singh Vs. C.B.I. is directed to be transferred from the High Court of Delhi at New Delhi to this Court and shall be heard along with Civil Appeal No.13301/2015 and other connected matters on 2nd August, 2016.

TP(Crl.)Nos...../2016 (D.No.398/2016) :

Permission to file transfer petitions is granted.

Heard the learned counsel.

The transfer petitions are allowed. Writ Petition (Crl.)Nos.705 and 1076 of 2014, both titled as PACL Ltd.

152

Vs. C.B.I. are directed to be transferred from the High Court of Delhi at New Delhi to this Court and shall be heard along with Civil Appeal No.13301/2015 and other connected matters on 2nd August, 2016.

(Sarita Purohit)
Court Master

(Sneh Bala Mehra)
Assistant Registrar

Exhibit " 6 "

153

rediffmail

Mailbox of vora_smita

Subject: Fw: E Auction of PACL Properties

From: Anil Rijhwani <anilr@godrej.com> on Tue, 04 Oct 2016 15:23:51

To: "vora_smita@rediffmail.com" <vora_smita@rediffmail.com>

Mail sent to Mr Rakesh Kumar Singh, the Nodal officer for PACL matters.

Regards
Anil Rijhwani

From: Anil Rijhwani [mailto:rijhwanianil@hotmail.com]
Sent: 20 September 2016 11:31
To: rakeshs@sebi.gov.in
Cc: Anil Rijhwani <anilr@godrej.com>
Subject: E Auction of PACL Properties

Dear Mr. Rakesh Kumar Singh,

Sub: E-Auction of PACL Properties

We are shocked and surprised to see our said flat situated at Goregaon west, Mumbai (Flat Number 601 Sejal Tower 6TH Floor Near Goregaon bus depot, New link road, Goregaon West, Mumbai - 400104) put up on your web site www.auctionpacl.com for auction for the reason best known to SEBI & others.

We request you to provide us the relevant documents leading to inclusion of our said flat in the auction list. Our entire family is undergoing a huge stress because of this matter.

In this regards would like to bring to your kind notice certain clarifications for your kind perusal, which are as given below:

Property listed under **MR No32776-16 Sale deed 9725/08** does not belong to PACL.

We are the bonafide purchaser of this said i.e. (Flat no 601) being the absolute owner, having purchased from PACL Ltd via registration number 2-06204-2012 dated 19/07/2012.

All the original documents pertaining to the said flat are with us as on date, which include the chain of agreements, transfer documents etc.

We have the No Objection Certificate (NOC) from the Shree Sejal Construction P Ltd dated 16/07/2012.

We saw the sale agreement of PACL with Shree Sejal Constructions P Ltd dt 16/02/2008 uploaded in the website www.auctionpacl.com relating to our said flat. Later we have a sale agreement with PACL dated 19/07/2012 (Our documents were e-stamped on 16/07/2012 Certificate number IN-MH09963149709529K)

Since we had all the original documents pertaining to the title of said flat. Based on this, Shree Sejal Tower Co-operative Housing Society Ltd issued share certificate in our name (Share Certificate No 017).

We are one of the common people who buy house by pooling resources from their entire lifetime savings. We have all the lawful rights, title and interests in the said flat as on date.

We have been in possession of the said flat since July 2012 and paying on regular basis maintenance charges to the society and all other utility services like gas bill, electricity bill etc.

TRUE COPY

(Vora & Associates)
Advocate & Solicitor
High Court, Mumbai

If required, will produce other title documents for your ready reference.
Requesting hereby, to look into the above matter at the earliest and do the needful enabling the process of delisting our flat from the e-auction of PACL assets. For any further queries, feel free to contact us.
Considering the above facts we are confident that you will delist the said flat from the said e-auction.
And for that act of kindness, we shall ever remain grateful.

Thanks & Warm Regards,

Anil Rijhwani
+919646001110

7157

3

155

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

AND

In the matter of Order passed by the Hon'ble Supreme Court for PACL in Civil Application No. 13301 of 2015 directing for the attachment of various properties of PACL

AND

In the matter of appropriate directions sought by Security and Exchange Board of India Limited in respect of PACL

NOTARY D.R. KUDRIGI Notary Greater Mumbai & Thane Dist. Maharashtra Reg. No. 5597 Exp.2018 GOVT. OF INDIA

Anil Bhagwan Rijhwani

... Applicant.

I, Anil B. Rijhwani, the Applicant above having my address at Flat No. 601, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053, do solemnly affirm and say as under:

1. I have filed the above Application for vacation of the attachment Order embodied in the Application by this Hon'ble Commission and for other reliefs. I crave leave to refer to and rely upon the said Application when produced.

2. I repeat, reiterate and confirm that all the statements made in the said Applicant are true to my own knowledge and based on

the information derived from the other records and I believe the same to be true.

Solemnly affirmed at Mumbai)
On this 8th day of October, 2016.)

Anil B. Rijhwani

Indentified by me
For M/s Vora & Associates,
Advocates & Solicitors.

Advocates for the Applicant.

Before me,

BEFORE ME
13.10.16
D. R. KUDRIGI
Notary Thane Dist. Maharashtra
Reg. No. 5597

SR. NO. 7657/16
DATE 13.10.16

NOTARY
D. R. KUDRIGI
Notary Greater Mumbai
& Thane Dist. Maharashtra
Reg. No. 5597
GOVERNMENT OF INDIA

IN THE MATTER OF COMMITTEE HEADED BY JUSTICE LODHA (RETD.) COMMITTEE, NEW DELHI.

In the matter of the Companies Act, 1 of 1956 and other relevant provisions of Companies Act, 2013;

Anil Bhagwan Rijhwani

..... Applicant.

APPLICATION FOR VACATION OF ATTACHMENT

Dated this 8th day of October, 2016.

M/s Vora & Associates.
Advocates for the Applicant
Office No. 10, 1st Floor,
Khatau Building, Alkesh Dinesh Mody Street, Near Stock Exchange
Fort, New Delhi-400 001