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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.

Jayesh Manhorlal Shah & Another .... Applicants

Re: Flat No. 603, 6th Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053.

MR No. 32775-16 Sale Deed 9726/08

Respected Sirs,

Be please to find enclosed herewith the duly notarized Application dated 13th 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

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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

1. Jayesh Manhorlal Shah, an adult, Indian Inhabitant of Mumbai residing at Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai -400 053.

2. Parul Jayesh Shah, also an adult, Indian Inhabitant of Mumbai residing at Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai -400 053

..... Applicants

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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

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AND

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

Jayesh Manhorlal Shah & Another

..... Applicants

PROFORMA

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PROFORMA

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III

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(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

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AND

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

Jayesh Manhorlal Shah & Another

.... Applicants.

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 (India) Ltd. in respect of the Flat being the Flat No. 603, 6th

B

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Floor, Building No.4, Sejal Towers, 120 Link Road, Goregaon (West), Mumbai -400 053 (hereinafter referred to as "the said Flat").

2.	28/04/2011	N.O.C. issued to PACL (India) Ltd. from Shree Sejal Construction Pvt. Ltd. to resale of Flat No. 603 on 6th Floor, in the building known as "Sejal Tower" situated at Sejal Park, Goregaon (West), Mumbai-400 104
3.	26/04/2011	The Applicants paid a sum of Rs. 2,00,000/- to PACL Vide Cheque bearing No.749048 drawn on ICICI Bank Ltd.
4.	26/04/2011	The Applicants paid a further sum of Rs. 1,70,000/- to PACL Vide Cheque bearing No.527896 drawn on Punjab & Maharashtra Co-operative Bank Ltd.
5.	26/04/2011	The Applicants paid a further sum of Rs. 3,30,000/- to PACL Vide Cheque bearing No.112726 drawn on ICICI Bank Ltd.
6.	20/06/2011	The Applicants paid a further sum of Rs. 30,50,000/- to PACL Vide Cheque bearing No.112733 drawn on ICICI Bank Ltd.
7.	27/06/2011	The Applicants paid a further sum of Rs. 14,00,000/- to PACL Vide Cheque bearing No.112737 drawn on ICICI Bank Ltd.
8.	27/06/2011	The Applicants paid a sum of Rs. 5,65,000/- to PACL Vide Cheque bearing No.749049 drawn on ICICI Bank Ltd.

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C

9.	30/06/2011	The Applicants paid a sum of Rs. 50,00,000/- to PACL Vide Cheque bearing No.923061 drawn on ICICI Bank Ltd.
10.	30/06/2011	A copy of certificate issued from ICICI Bank Ltd. certifying issuance of Pay Order No.008823 dated 30/06/2011 drawn on ICICI Bank Ltd. Ltd. for a sum of Rs.5,41,250/- in favour of "Cosmos Co-op Bank Ltd. A/c Stamp Duty" along with copy of Pay Order No. 008822.
11.	30/06/2011	A copy of certificate issued from ICICI Bank Ltd. certifying issuance of Pay Order No.008822 dated 30/06/2011 drawn on ICICI Bank Ltd. Ltd. for a sum of Rs.30,000/- in favour of "Joint Sub-Registrar Borivali" along with copy of Pay Order No. 008823.
12.	04/07/2011	An Agreement dated 4th July, 2011, duly stamped and duly registered under Registration No. BDR-12/05352 of 2011 was executed between PACL and the Applicants in respect of the said Flat and full, free, vacant and absolute possession was handed over to the Applicants by PACL (India) Ltd. in respect of the said Flat.
13.	09/07/2011	N.O.C. from Builder to ICICI Bank Ltd. Ltd. for Permission to mortgage Flat No.603 on 6th Floor.
14.	16/07/2011	Allotment letter of car parking space bearing No. P/7 on Lower Birth in the Podium level

D

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issued by Shree Sejal Construction Pvt. Ltd. to the Applicants

15.	2011-12	Shree Sejal Towers Housing 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") under Registration No. MUM/WR/HSG/TC/15125/ 2011-2012 in year 2011-12;
16.	30/06/2014	10 Fully paid up Shares bearing No. 341 to 350 (both inclusive) were issued by the Society under Share Certificate bearing No. 019 and Member Registration No.19 to the Applicants and jointly.
17.		Since then the Applicants are in absolute and exclusive and actual, free and vacant possession of the said Flat and making periodical payments of all outgoings to the concerned Authorities.

II POINTS TO BE URGED

1. The Applicants are the bonafide purchasers 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 Applicants;

3. The full consideration of Rs. 1, 11,65,000/- was paid by the Applicants against purchase of the said Flat to PACL;

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

5. All outgoings including maintenance charges pertaining to the said Flat is being regularly and punctually paid by the Applicants.

5. The Applicants has obtained No Objection Certificate (NOC) from the Builder on 09/07/2011 for availing Financial Assistance.

6. The Applicants has been in actual, full, free and vacant possession of the said Flat since July 2011.

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

Authorities will be cited if necessary, at the time of the hearing.

For M/s Vora & Associates,
Advocates & Solicitors

Advocates for the Applicants.

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(1)

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

1. Jayesh Manhorlal Shah, an adult, Indian Inhabitant of Mumbai residing at Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai -400 053.

2. Parul Jayesh Shah, an adult, Indian Inhabitant of Mumbai residing at Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road,

Parul Shah

②

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Goregaon (West), Mumbai -
400 053

..... Applicants

Applicants to vacate the attachment levied pursuant to the Order passed by the Hon'ble Supreme Court in respect of Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai - 400 053, in the matter of PACL (India) Ltd.

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 levied pursuant to the Order passed by the Hon'ble Supreme Court in respect of Flat No. 603 situated on 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai - 400 053, (hereinafter referred to as "the said Flat") by the Hon'ble Supreme Court.

2. The Applicants state 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, [illegible] registered before Sub-Registrar of Assurance at Mumbai under Registration No. BDR-10/9726/2009, PACL purchased and acquired from the said Builder and the said Builder sold and conveyed to the PACL the flat being the Flat No. 603, 6th Floor, Building No.4, Sejal

Pooll Shah.

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 and upon the receipt of the full consideration, the Builder handed over to PACL a full, free, vacant and actual possession of the said Flat to PACL. Pursuant to the application dated 12th April, 2011, the Builder granted permission to PACL to resale the said Flat. Hereto annexed and marked as **Exhibit "B"** is the copy of the said permission dated 28th April, 2011.

4. The Applicants further state that thereafter by duly registered and stamped Agreement for Sale dated 4th July, 2011, the said PACL, therein referred to as "the Vendor", PACL sold and transferred to the Applicants jointly, the said Flat for a total consideration of Rs.1,11,65,000/- (Rupees One Crore Eleven Lakh Sixty Five Thousand 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 4th July, 2011.

5. The Applicants also state that the Applicants paid PACL, the entire consideration of the said sum of Rs. 1,11,65,000/- (Rupees One Crore Eleven Lakh Sixty Five Thousand Only) vide Demand Draft/ Pay Orders/ Cheque Nos. 112712, 749048, 527896, 112726,112733, 112737, 749049 and 923061 respectively dated 29/3/2011,three of 26/4/2011, 20/6/2011, two of 27/06/2011 and 30/6/2011 for the sum of Rs.4,50,000/- Rs. 2,00,000/-, 1,70,000/-, 3,30,000/-, 30,50,000, 14,00,000/-, 5,65,000/- and 50,00,000/- respectively aggregating to sum of Rs. 1,11,65,000/-; drawn on ICICI Bank, Punjab & Maharashtra Co-operative Bank Ltd., five cheque of ICICI Bank respectively the said cheques were duly credited in the Account of PACL.

Pavel Sheh

6. Upon the receipt of the entire consideration and pursuant to the No Objection Certificate dated Nil from the Builder as stated hereinabove, the said PACL handed over to the Applicants the full, free, vacant and actual possession of the said Flat and since then the Applicants are in exclusive, uninterrupted and absolute, free, full and actual possession of the said Flat. Hereto annexed and marked as **Exhibit "D"** is the copy of the possession letter dated Nil.

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 10 Shares bearing Nos. 341 to 350 comprised under Share Certificate No. 19 to the Applicants on 30th June, 2014. Hereto annexed and marked as **Exhibit "E"** is the copy of the said Share Certificate.

9. Recently, somewhere on last week of August it has been learnt by the Applicants from the reliable sources that the said Flat of the Applicants 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. 32775-16 Sale Deed 9726/08 which** no longer belong to PACL. The Applicants believe 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 Applicants that SEBI has been appointed as committee for disposing of the land purchased by PACL. Hereto

Pawan Shah

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.

10. The Applicants state that the Applicant telephonic connected SEBI as well as concerned officer of this Hon'ble Committee to set aside the attachment, however despite requests of the Applicant, SEBI failed to remove the said Flat from its attachment list. The Applicants are now therefore desirous to challenge the said attachment under Mr. No. 32775/16 in the list of the SEBI, on following grounds which are independent to each other:-

a. 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;
b. The Applicants are bonafide purchasers of said Flat without any notice;
c. All original documents in respect of the said Flat are in its absolute, exclusive and actual possession of the Applicants;
d. The full consideration of Rs. 1,11,65,000/- was paid by the Applicants against purchase of the said Flat to PACL;
e. 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;
f. All outgoings such as maintenance, water, security expenses, levies, incidental charges, Mahanagar Gas Nigam and all other charges etc. pertaining to the said Flat are regularly and punctually paid is paid by the Applicants to the Society and other respected agencies;
g. The Builder has already granted NOC to PACL for resale to the Applicants on 28/4/2011;
h. The Applicants has been in actual, full, free and vacant possession of the said Flat since July 2011;
i. All original documents in respect of the said Flat are in absolute and actual possession of the Applicants;

Pawl Sheth

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

11. The Applicants If required, will produce original title documents for inspection.

12. The Applicants craves leave to amend, add and alter the grounds stated hereinabove.

13. The Application of the Applicants are within period of limitation.

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

15. 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 levied pursuant to the concerned order of the Hon'ble Supreme Court in respect of the said Flat be vacated and the Flat be declared as free from Attachment;

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

(d) Cost of the Applicants be provided for

APPLICATION DRAWN BY US:
M/s Vora & Associates,
Advocates & Solicitors

Advocate for the Applicants.

Jayesh Shah
Applicants No.1

Parul J Shah
Parul Jayesh Shah
Applicants No.2

Parul Shah

7654

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VERIFICATION

We, Mr. Jayesh Shah and Mrs. Parul Jayesh Shah the Applicants Nos. 1 and 2 abovenamed Indian Inhabitant of Mumbai residing at Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai -400 053 do hereby solemnly declare that what is stated in above paragraphs 1 to 8 are true to our own knowledge and what is stated in remaining paragraphs are based on information and belief and we believe the same to be true.

Solemnly declared at Mumbai)
This 13th day of October, 2016)

Identified by me

For M/s Vora & Associates
Advocates & Solicitors

Advocate for the Applicants.

Before me,

Jayesh Shah.
Applicants No.1

Parul J Shah
Parul Jayesh Shah
Applicants No.2

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

GOVT. OF INDIA
NOTARY
D. R. KUDRIGI
Notary Greater Mumbai
& Thane Dist. Maharashtra
Reg. No. 5597
Exp. 2018

BEFORE ME

13.10.16

D. R. KUDRIGI
Notary Thane Dist Maharashtra
Reg No. 5597

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

SR. NO 7654/16
DATE 13-10-16

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.

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2. Parul Jayesh Shah, also an adult, Indian Inhabitant of Mumbai residing at Flat No.603, 6th

(9)

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Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai -400 053

..... Applicants

To,
The Hon'ble Lodha Commission,
Mumbai.

Dear Sirs,

We, Jayesh Manhorlal Shah and Parul Jayesh Shah, the Applicants abovenamed Indian Inhabitants of Mumbai residing at Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai -400 053 do hereby appoint Smita Vora, Advocate & Solicitor of M/s Vora & Associates, Advocates & Solicitors, 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 our behalf in the above matter.

In WITNESS WHEREOF, we have set and subscribed our hands to this writing on this 13th day of October, 2016.

Applicants No.1 abovenamed
Jayesh Shah

Accepted:

For M/s Vora & Associates,
Advocates & Solicitors

Parul J Shah
Applicants No.2 abovenamed
Parul Jayesh Shah

Advocates for the Applicants.
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. We-12822
Original Side Registration No. 14018 of 16/1/2015
vora_smita@rediffmail.com

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(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;

Jayesh Manharlal Shah & Another

..... Applicant.

VAKALATNAMA

Dated this 13th 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

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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;

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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

Jayesh Manhorlal Shah & Another

... Applicants.

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

Paul Sheth

Advocates for the Applicants

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(12)

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;

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AND

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

Jayesh Manhorlal Shah &
Another

... Applicants.

LIST OF DOCUMENTS THE PETITIONER WILL RELY ON

1. The Applicants 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 Applicants

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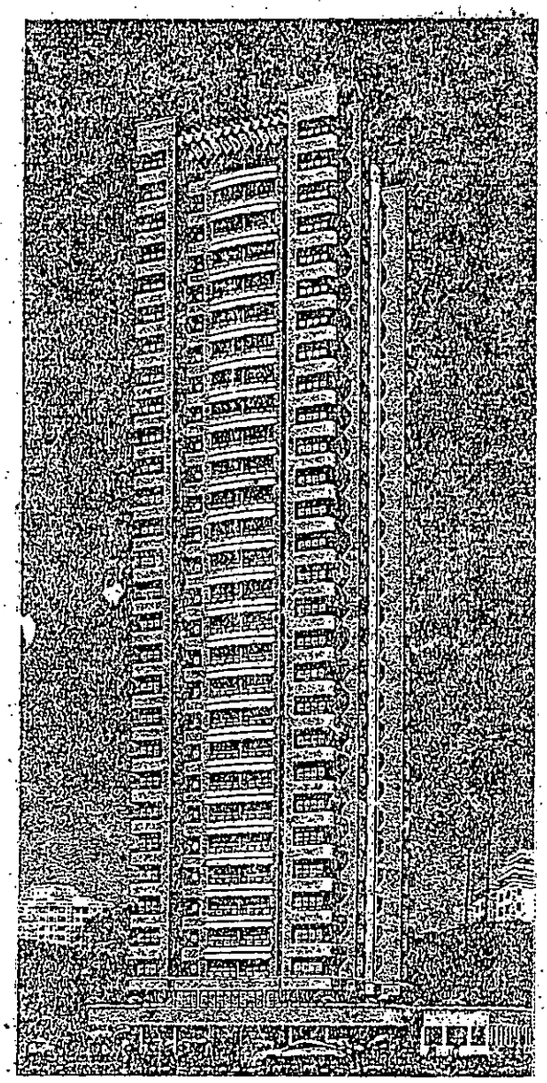
Exhibit " A "

AGREEMENT FOR SALE



Flat / Premises No. 603 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

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(14)

File no 200 Agr no 9726/08 MAH

Original
नोंदणी 39 म.
Regn. 39 M

Friday, December 26, 2008
3:47:13 PM

पावती

पावती क्र. : 9827
दिनांक 26/12/2008

गावाचे नाव पी.एस.पहाडीगोरेगांव

दस्तऐवजाचा अनुक्रमांक बंदर10 - 09726 - 2008

दस्ता ऐवजाचा प्रकार करारनामा

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

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (85)	:-	1700.00
एकूण	रु.	31700.00

आपणास हा दस्त अंदाजे 1:06PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.का-बोरीवली 4

बाजार मुल्य: 6968976 रु. मोबदला: 7177500रु.
भरलेले मुद्रांक शुल्क: 341500 रु.

सह. दुय्यम निबंधक बोरीवली-क. ७,
मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: भारतीय स्टेट बँक ;
डीडी/धनाकर्ष क्रमांक: 938288; रक्कम: 30000 रु.; दिनांक: 21/10/2008

DELIVERED

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP
Branch : MALAD Date : 21/11/05

Pay to : Acct. Stamp Duty		
Franking Value	Rs.	341500/-
Service Charges	Rs.	10/-
TOTAL	Rs.	341510/-

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. 338272
Drawn on Bank State Bank of India
Tran ID
Franking Sr. No.
Cashier
Officer

(For Bank's Use only)

THE KAPOL CO-OP BANK LTD. MALAD BRANCH
21 NOV 2005
A254
CLEARING
221350

DOCUMENT DELIVERED

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

AGREEMENT

ARTICLES OF AGREEMENT made at Mumbai this 4th 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 :

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For THE KAPOL CO-OP. BANK LTD.
The Kapol Co-operative Bank Ltd.
Malad Branch, Malad West.
Marve Road, Mumbai-400 064.
Authorised Signatory
D-557(N)/C.R.1061/07/05/1587-2000

भारत 21350
152108
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INDIA
Rs. 341500/- PB5501
STAMP DUTY MAHARASHTRA

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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 Avanish 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, [illegible] 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 [illegible] (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.

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

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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 22-1-1990 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

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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 permissible under Development Control Regulations (191) and 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.

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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. 603 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' Licensed 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

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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 Building as per the lay out approved in respect thereof as amended from time 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

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 Developer 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.

3. The said Building shall be constructed by the Developers in accordance with the Building Plans prepared by the Licensed Surveyor MR. V1JAY GORADIA and sanctioned by the Concerned Authorities as aforesaid with such modifications thereto as the

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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. Kirit 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. 603 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".

7. The carpet area of the said premises is 1062.72 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

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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. 71,77,500/- as the lump sum purchase price in respect of the said premises. The purchase price of Rs. 71,77,500/= 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. 50,00,000/= paid as the earnest money.

(b) Rs. 20,00,000/= 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.

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

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(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. — /= On completion of External / Internal

(s) Rs. — /= On completion of Flooring Work of said premises

(t) Rs. — /= On fixing of Doors & Windows in the said premises

(u) Rs. — /= On completion of Plumbing work of said premises

(v) Rs. 1,00,000/= On completion of Painting Work of said premises

(vv) Rs. 77,500/= On Intimation of Handing over of the Possession of said premises.

Rs. 71,77,500/= Total

It is specifically agreed that the apportionment of Rs. NIL 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. 71,77,500/=.

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

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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, compensation, 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

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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.

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

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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

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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

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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.

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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

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

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 F.S.I. 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.

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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, insurances, 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

SUB REGISTRAR BORIVALI NO.4 SUBURBAN DIST. (EXCEPT.)

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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 flats 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-

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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 notice 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

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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 byelaws 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 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

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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

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

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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.

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

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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.

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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.

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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. 17854/= 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)

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(vi) Rs. 2,00,000/= 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 determining 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.

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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

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.

(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

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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.

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 DIST. (GOREGAON)

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

For Shree Sejal Construction Pvt. Ltd.

Director

PAN No.: AAACS0688M

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

For PAGL INDIA LIMITED

Authorised Signatory/Authorised Signatory.

PAN NO. AAACP4032A

RECEIVED the day and year first)
hereinabove written of and from the)
withinnamed Purchaser the sum of Rs.)
Rs. 50,00,000/= (Rupees Fifty)

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lacs ———————— only))
being the amount of earnest money or)
deposit to be paid by him/her to us by)
Cash/Cheque No. 929270 dated)
08/09/08 drawn on HDFC Bank)
Limited, Delhi Br. Bank.)
)

For PACL INDIA LIMITED

Authorised Signatory/Authorised Signatory

WE SAY RECEIVED

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

DIRECTOR.

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

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

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.

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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 o. 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.

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;

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(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.

तिलमीराम

बदर-१०
६०२६ | ३९
२००८

85

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मालमत्ता पत्रक

जिल्हा पेठ — पनवेल (प) तालुका/उप पा.का. — न.भू.क्र. गोरेगांव

गाव/मुलुख — क्षेत्र — धारणाधिकार

क्रमांक — चौ.मी.

१०७३अ

१६८८८.० चौ.मी.

२६१०.० न.भू.क्र. १०७३ पै व [कर]

१०५ असीकडेवा

१४२७८.०

एकूण १६८१ ते १९१८

६४४१.०० रु. आकार

धारिकाधिकार

एकाकी मूल धारक

शेरा

हक्क भार

तारीख — खंड क्रमांक — नविन धारक (धा) — पहेदार (प) किंवा भा.(भा)

S.T.

मा. उ. वि. मुंबई उपनगर यांचे कडील आदेश

DLN/L NO/IV/WS-४७४/८७ दि.

१९/११/१९८७ नुसार स. न. सी. को. व. मुंबई

यांचे कडील म. एफ. क्र. भू. ९ / न. पु. १९९ आर

४८८ दि. ०१/१२/१९८७ लगत न.भू.क्र. १०

वजा आरक्षण क्र. ५ भू.व.गोरेगाव / एकूण १६८

दि. ०३/०४/१९८७ अन्वये नविन मालमत्ता पत्रिका

उघडत

(H)

मे. जेम्स् कन्स्ट्रक्शन कंपनी चे भागीदार

१) श्री. इंदु कुमार नानालाल जसानी

२) श्री. दिनेशलाल पोपटलाल [illegible]

३) [illegible]

४) श्री. गिरधरलाल [illegible]

५) श्री. [illegible]

६) श्री. कांतीलाल [illegible]

७) श्री. सुधीर कांतीलाल [illegible]

८) श्रीमती रेखा सुरेश [illegible]

९) श्री. सिद्धार्थ आनंदलाल [illegible]

१०) श्रीमती [illegible]

११) श्री. [illegible] कुमार [illegible]

१२) श्रीमती [illegible]

१३) श्री. [illegible]

१४) [illegible]

१५) श्री. [illegible]

१६) श्री. [illegible]

२०/०७/१९९९ मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा

यांचे कडील क्र. सी. कार्य-७ एकत्रीकरण प्रि. वि.

एस आर - ५९१ दि. ०७/०३/१९९ रोजचे आदेश प्रमाणे

उप विभागीय झालने न.भू.क्र. १०७३अ व नमूक १०७२

कचे सेत्र

२६१०.० चौ. मि. वजा करून न.भू.क्र. १०७३अ ची

१४२७८.० चौ. मि. कायम केले व न.भू.क्र. १०७३ ला

१०७३अ असा सेत्र बदल केले

CERTIFIED TRUE COPY

LICENSED SURVEYOR

VIJAY MAGINDAS GORADIA

6-7, Sahyog Bldg, S. V. Road,

Kandivali (West), Mumbai-400 067.

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

भाग-१०

८६२६	८०
२००८	

तिलसीगा

84

55

गा. न. न. ३, ७-अ व १२

भू. नं. हिस्सा नं.

कबजेदार

गाव -

तालुका

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

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

इतर

वर्ष	कूळ व खंड	क्षेत्र	रीत	पिके व लागवड	क्षेत्र	शेरा

तलाठी

अस्सल बरहुकूम खरी नक्कल दिली.

तलाठी

CERTIFIED TRUE COPY

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

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

नकल-१०
८६२८ | ८२
२००८

56

R3

(नमुना नं. ६)

मौजे - दहिसर
तालुका - बोरिवली

हक्काचे पत्रक

दणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले स. नं.	हि. नं.	तपासणी अंमलदाराची सही किंवा शेरा.
76	ता. १५/१२/८० रोजी खालील इसम हरवळ कोठेत्या सर्व न व्यापणे जमिन खरेदीने जेम्स कन्स्ट्रक्शन कंपनीचे भागीदार रामजी तीनीभाई प्रा. लि. कंपनीचे (१) श्री. इंदुबेन कांतीलाल जसानी (२) श्री. वसुबेन चिमणलाल मणीयार (३) श्री. शारदाबेन भूपाणाद शह (४) श्री. चंदाबेन इसमुरराय शह (५) श्री. चंदाबेन लक्ष्मीबेन नवविध (६) गिरिधरलाल उर्फ गिरधर पारेख (७) मलसुरराय उर्फ पारेख (८) कांतीलाल उर्फ पारेख (९) श्री. सुधा बुद्धीलाल मोदी (१०) श्री. कुमल उत्तमलाल शह (११) श्री. शांतीनी चिमनलाल शह (१२) नरेंद्र आनंदलाल जसानी (१३) सुरेश कांतीलाल	969	9m	ता. [illegible] 92/90 [illegible]

अस्सल बरहुकूम खरी नक्कल असे तयार दि.

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

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

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

नंबर-१०
८६२६ | ८३
२००८

तिलक

82

(57)

(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.
78	[illegible]	969	[illegible]

अस्सल बरहुकूम खरी नक्कल असे तयार दि.

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

CERTIFIED TRUE COPY
LICENSED SURVEYOR
VIJAY GOVINDAS 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.

नकल-१०
८६२६ | ४७
२००८

तिसरीकडे

४१

58

(नमुना नं. ६)

मौजे :- पहाडी
तालुका :- बोरीवली

हक्काचे पत्रक

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले रा. नं.	हि. नं.	तपासणी अंमलदाराची सही किंवा शेरा.
९३२	दि [illegible] ॲग्रीमेंट प्रमाणे बाहेर खरेदी केलेल्या सर्व वहिवाटी जमीन मे. जेम्स कन्स्ट्रक्शन यांच्या [illegible] कायदेशीर आहे परंतु त्यांनी केलेल्या दि. ७।१।८७ रोजीच्या ॲग्रीमेंट रजिस्टर क्र. S-२३२५।८७ प्रमाणे जेम्स कन्स्ट्रक्शन ना भागीदार म्हणून ① श्री इंदुकुमार रतनलाल जसानी ② धीरजलाल गोपालजी शाह ③ भूपतराय छगनलाल शाह ④ गिरधरलाल उमरचंद पारिख ⑤ मनसुखलाल उमरचंद पारिख ⑥ कांतीलाल उमरचंद पारिख ⑦ सुधीर कांतीलाल जसानी ⑧ रवि सुरेश जसानी ⑨ सिध्दार्थ	९६१५		तलाठी पहाडी ५।८।८६ ३।८।८६ [illegible] [illegible] क्र. ० ८८।८ २५।१२ पारीत [illegible]

अस्सल बर हुकूम खरी नक्कल असे तयार दि.

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.

लिपीक

बदर–१०

९६२३	४७
२००८	

80

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KIRIT N. DAMANIA & CO.

ADVOCATES & SOLICITORS

Kirit N. Damania,
L.L.B. Solicitor

Resi. :
Flat No. 113, 11th Floor,
Rewa Apartments,
T G Pavillion 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.

THIS IS TO CERTIFY THAT we have investigated the titles 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 CHIMANLAL 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').

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 उप निबंधक बोरिवली क्र. ४ SUBURBAN DIST. SPECIMEN

(CND)

तिलकराज

बुक-१०	
९७२६	४९
२००८	

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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

चलन-१०	
८०२६	५०
२००८	

तिलोराम

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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.

: 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

for Executive Engineer (B.P.)
(Western Suburbs) 'P & K/W' ward

Encl. : 1 set of approved plans.

THE SUB REGISTRAR BORIVALI NO. MUMBAI SUBURBAN DIST. REGISTRATION

पावती-१०
८७२८ | ५१
२००८

"77"

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C.C/IND/VII-N/NAP/SR-1493

Office of the Additional Collector,
Bombay Sub-ban District,
Old Custom House, Fort, Bombay -1.

Dt. 7-6-1991

LAND: Application of M/s. Shejal Construction Pvt. Ltd. ...
to Partner of M/s Jemo Construction Company.

ORDER:

1. Proceeding C. C. No. 1073/...

2. ...

3. ... Village Pahadi ...

Consists the ... Jemo Construction Company.

M/s Jemo Construction Company

...

...

M/s Shejal Construction Pvt. Ltd. has applied for grant of ...
permission in respect of ... land for Resi./Comm. ...

The owners of the land have given a power of ... to the above applicant.

The building plans have also been approved by the Greater Bombay Municipal Corporation vide letter No. CE/5847, 5848, 5849, ... 5852, 5853, 15854 dt. ... The applicant have also obtained ... clearance under the Urban Land Ceiling Act vide order No. C/ULC/D-II/Sec. 20(NC)/V-1/1902, 1241 and dated 15-9-1989 ... of Additional Collector and C.A. (ULC) Gr. Bombay.

The above land is presently held for ... purpose ...

...

NOTIFIED ...

C. ...

Notary ...

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.

नकल-१०
९६२६ | ४२
२००८

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provided in Schedule-V appended to the Maharashtra Land Revenue (Conversion of use of land and Assessment) Rules 2009 embodying therein all the conditions of this grant mentioned upon to be so.

9) That if the grantee contravene any of the conditions mentioned in the order and those in the schedule then and in such case the grant may without prejudice to any other penalty to which he may be liable under the provisions of the Code, continue to be void and the land/plot in the occupation of the grantee or any person claiming under or through him shall be liable to be resumed in the manner prescribed in the Code.

10) Notwithstanding anything contained in condition (10) above the land hereby granted shall be used for non agricultural purpose only. The grantee shall not be entitled to any compensation for removal or alteration of any building or structure erected on the land hereby granted in the event of the provisions of this grant being infringed or in the event of any such removal or alteration not being carried out within the specified time, the Collector may cause the same to be carried out and recover the cost of carrying out the same from the grantee as an arrear of land revenue.

11) That the grant of this permission is subject to the provisions of any other law for the time being in force and that may be applicable to the relevant facts of the case such as the Urban Land (Ceiling and Regulation) Act etc.

12) That the grantee shall plant 140 trees before the completion of the building and maintain the land and shall take adequate care of the plantation thereon.

NOTARY

CERTIFIED TRUE COPY

OFFICE OF THE SUB REGISTRAR BORIVALI NO. 4

VIJAY GORADIA CENSED Surveyor

Shahyog Bldg. S.V. Road Borivali (W) Mumbai-91

पत्रक-२०

८६२६	५२
२००८	

किसनराम

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Office of the
Ex. Eng. Bldg. Prop. (W.S.) "R" & R. Ward
Ambedkar Market Bldg.
Kandivali (West), Bombay - 400 067

BMPP—3908-89-3000 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

TRUE COPY

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

No. R.B./CP/3850/BS/AE/ 01 198 195

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

MUNICIPAL OFFICE, Kandivali (West), Bombay 400 067

-1 MAR 1991

MEMORANDUM

To,

SHRI SEJAL CONSTRUCTION PVT. LTD. & SHRI D.C. SHAH & 14 others

With reference to your Notice, letter No. 337 dated 23/01/1990 and delivered on 23/01/1990 and the Plans, Sections, Specifications and Description and further particulars and details of your building at N.O.4 on revised plot No. of CTS No. 1073 & 1074 of Village Poisar, Gorgaon at 120' Link road, Gorgaon (West) furnished to me under your letter dated 05/02/1990 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, the disapproval by thereof reasons :—

A - That the C.C. u/s.6 (1)(a) of the M.R. & T.P. Act will not be obtained before starting the work.

B - That the structural design & calculation for the proposed work will not be submitted before C.C. & completion certificate from L.T.B. will not be submitted before submitting B.C.C.

C - That N.O.C. from [illegible] (P/C) will not be submitted before issue of C.C.

D - [illegible] submitted before C.C.

E - [illegible] C.C.

F - [illegible] work

G - [illegible]

H - [illegible]

I - [illegible] will not be provided [illegible]

J - [illegible] submitted before issue of C.C.

K - [illegible] submitted

L - [illegible] for shifting of [illegible]

M - [illegible] the full width [illegible] including [illegible] connections [illegible]

N - [illegible] road will not be submitted [illegible]

O - [illegible] compliance [illegible] be submitted before issue of C.C.

P - [illegible] on account lights along drain [illegible] is not [illegible]

Q - [illegible] will be taken before C.C.

R - That compound wall [illegible] means of road widening line [illegible] other side with foundation below [illegible] drain without obstruct [illegible] to prove possession of [illegible] before starting the work.

S - [illegible] structure will not be [illegible] approved

Tarafdar

[illegible]

74

65

-1 MAR 1990

B2- That the separate locations plan and block plan showing proposed receptacles 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.

C2- That the bore well will not be provided in the plot with prior permission of T.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. (re adding Tent/Shops) 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. to 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 C.C.

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

SEAL OF THE SUB REGISTRAR BORIVALI NO.4 उपनिबंधक बोरिवली क्र. ४ MUMBAI SUBURBAN DIST. (GOREGAON)

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

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

11/3/90

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

मजूर-१०
ए०६२६ | ५८
२०००

73

66

BRIHAN MUMBAI MAHANAGARPALIKA

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO.CE/5854/BSII/AP/AR. 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. CTS ~~Hissa~~ 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 sanctioned plans (b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act. under Section 152 of Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri C.D. Kondekar Executive Engineer to exercise his 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 & 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 lapse shall not bar 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 every person deriving title through or under him.

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

For and on behalf 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

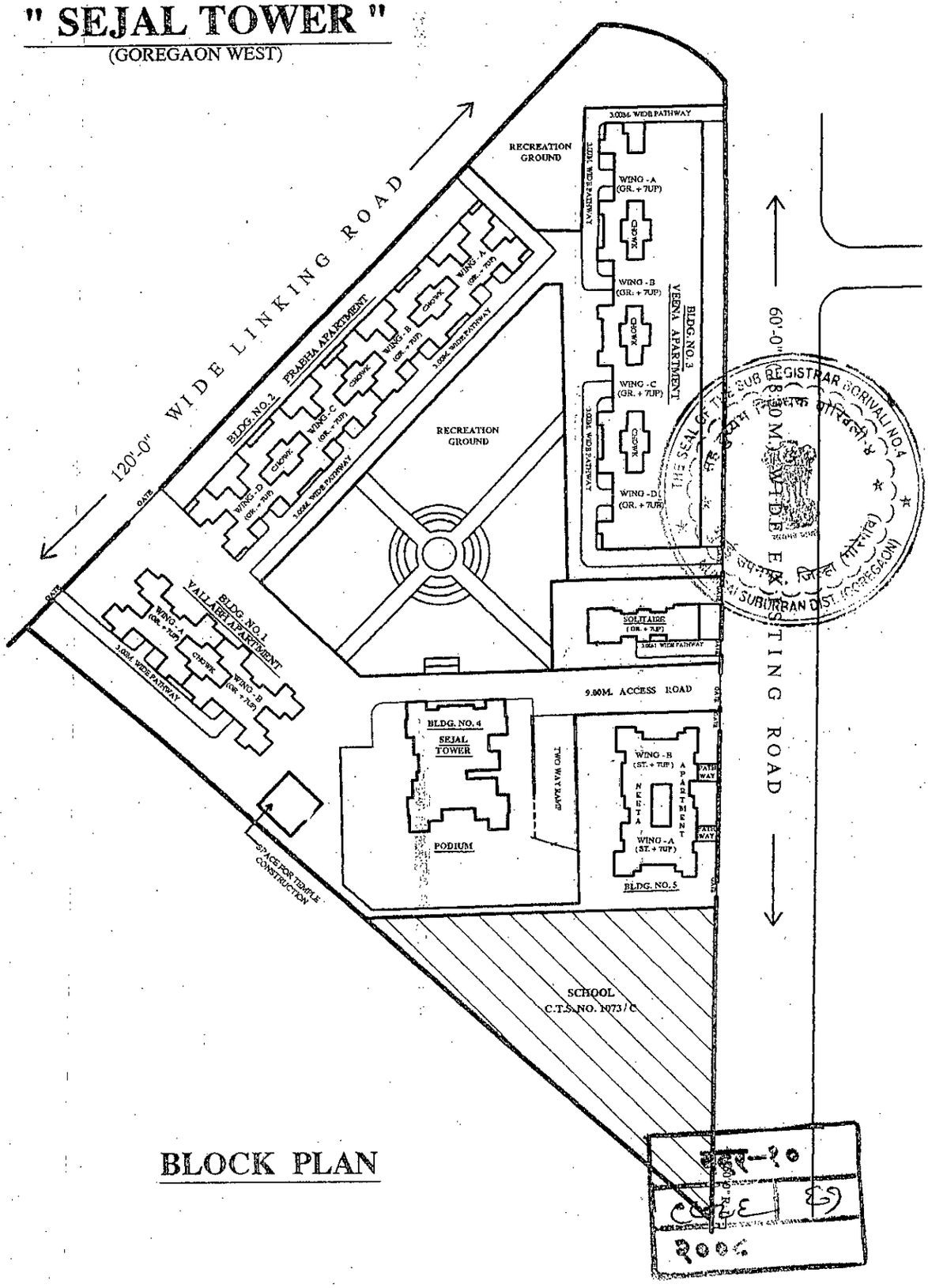
SMB/16.3.90

चक्र-१०
एकूण ५९
२००८

तिवारी

" 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.

N

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

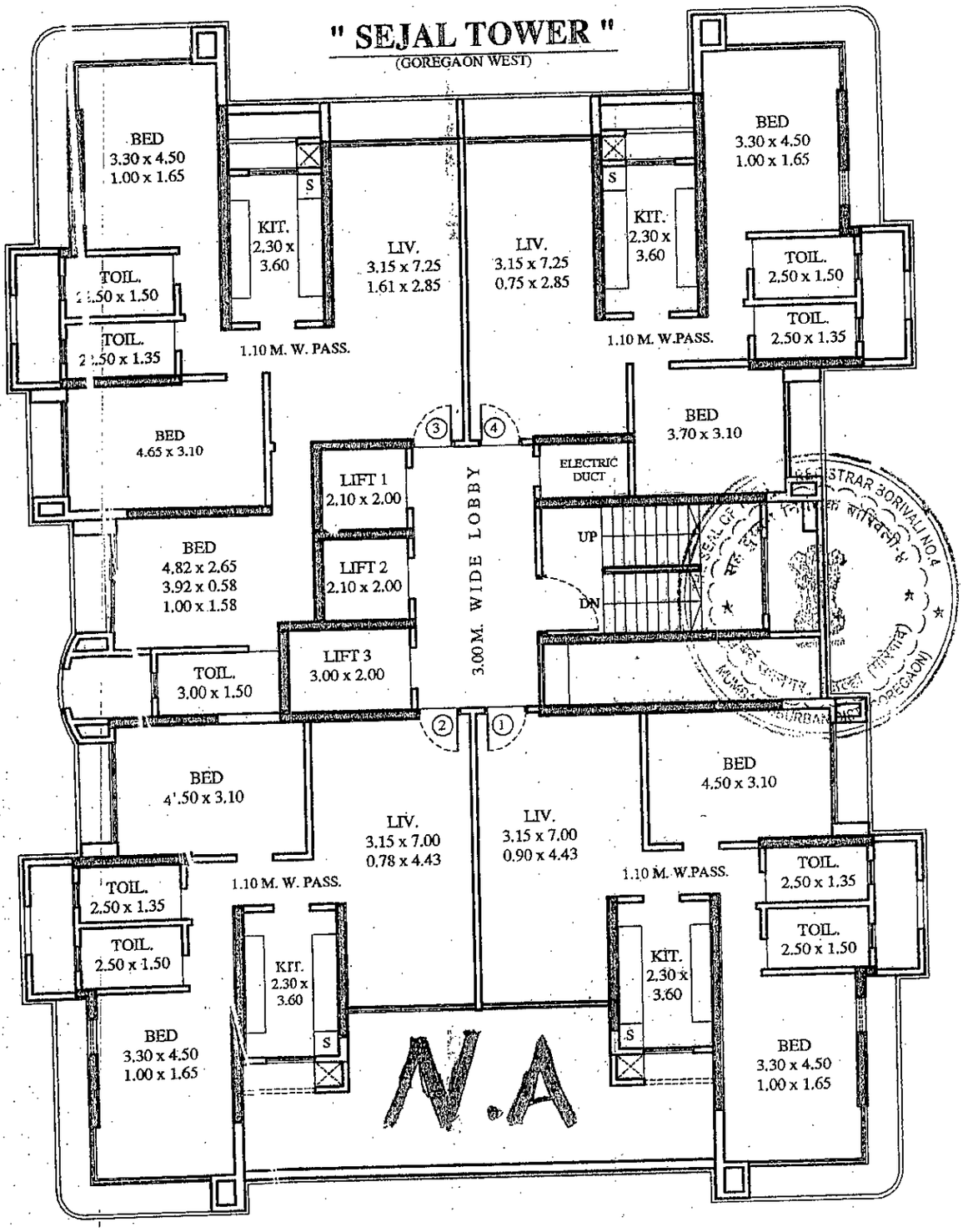
71

68

GARDEN

" SEJAL TOWER "

(GOREGAON WEST)



Signature Of Purchaser :

Floor No. : _____

Flat No. : _____

Signature Of Developers :

For Shree Sujal Construction Pvt. Ltd.

(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.

N

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

70

69

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

3

4

LIFT 1
2.10 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

LIFT 2
2.10 x 2.00

LIFT 3
3.00 x 2.00

TOIL.
3.00 x 1.50

2

1

SHREE VALLABH

NEETA APARTMENT

BED
4.50 x 3.10

REFUGE AREA

LIV.
3.15 x 7.00
0.90 x 4.43

1.10 M. W.PASS.

TOIL.
2.50 x 1.35

TOIL.
2.50 x 1.50

SUNK & TAP FOR
DRINKING WATER
PURPOSE

KIT.
2.30 x
3.60

S

BED
3.30 x 4.50
1.00 x 1.65

N.A

Signature Of Purchaser :

Floor No. : _____

Flat No. : _____

Signature Of Developers :

For Shree [illegible] 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.

N

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

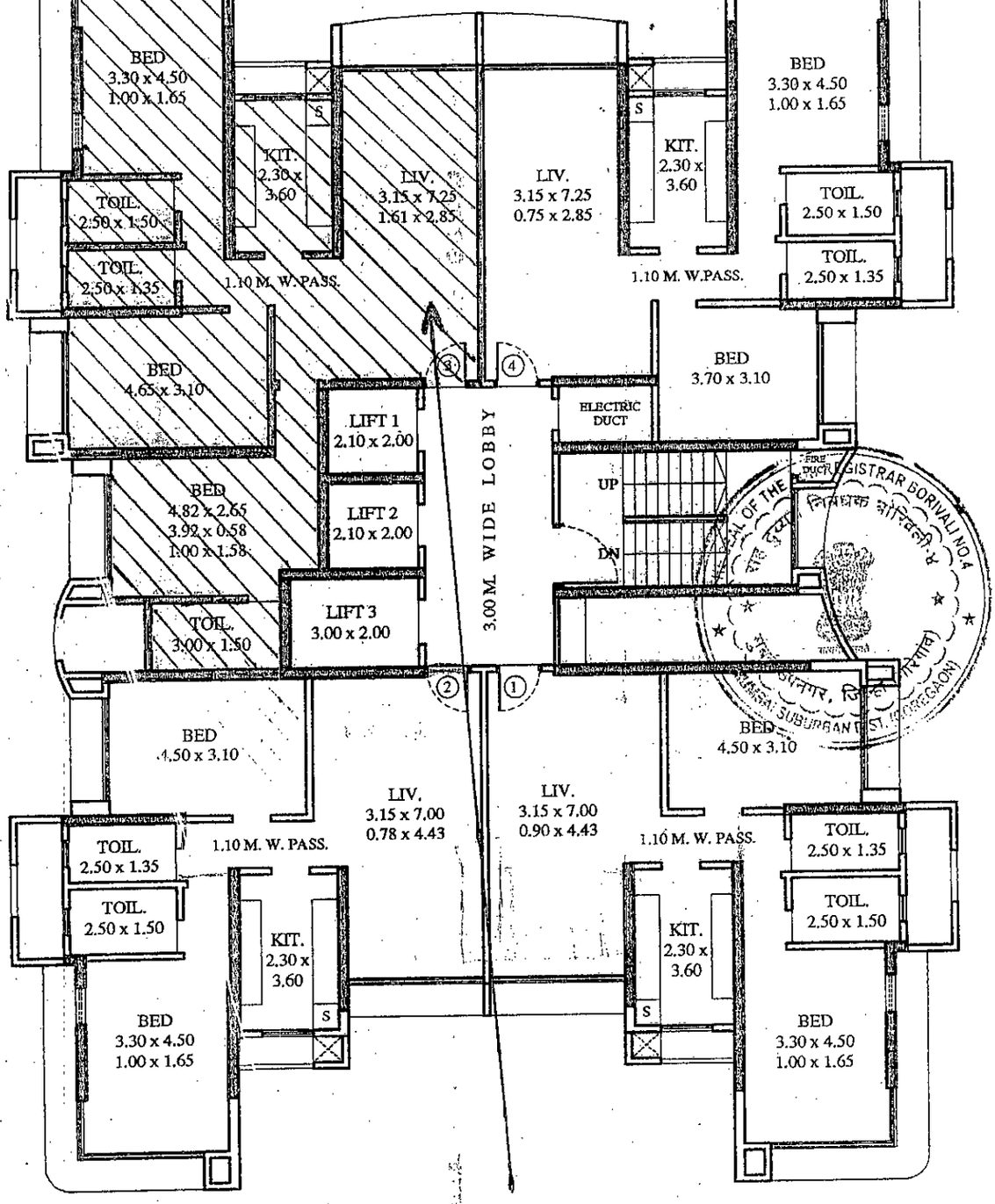
69

(70)

GARDEN

" SEJAL TOWER "

(GOREGAON WEST)



Signature Of Purchaser :

For PAGL INDIA LIMITED

Authorised Signatory/Authorised Signatory

Floor No. : 6th

Flat No. : 603

Signature Of Developers :

For Shree Sejal Construction Pvt. Ltd.

(Director) (Director)

TYPICAL 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.

N

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

68

71

Saturday, February 16, 2008

4:01:15 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 1361

गावाचे नाव पी.एस.पहाडीगोरेगांव दिनांक 16/02/2008

दस्तऐवजाचा अनुक्रमांक बदर10 -01320 - 2008

दस्ता ऐवजाचा प्रकार मुखत्यारनामा

सादर करणाराचे नाव:श्री सेजल कन्स्ट्र. 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

आपण.स हा दस्त अंदाजे 4:16PM ह्या वेळेस मिळेल

सह. दुय्यम निबंधक बोरिवली - ४
सह. दु. नि. का. बोरिवली

बाजार मुल्य : 0 रु. मोबदला: 1रु.

भरलेले मुद्रांक शुल्क: 200 रु.

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

DELIVERED

तिवारी

बदर-१०
९६२६ ६७
२००८

67

72

Rs. two hundred twenty only.

For ICICI BANK LTD.

Authorised Signatory
KAUSTUBH SANT

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

1
D-5/STP(V)/C.R.1011(11)/05/330 to 333

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

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 Oshiwara Bus Depport, 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
८७२६ | ६६
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
९३२० | ९
२००८

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 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.

THE 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

65

(74)

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.

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

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.....)

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

Specimen signature of Attorney

[Mr. NILESH BHUPENDRA SHAH]

बदर-१०
९६२६ | ६९
२००८

बदर-१० IV
९३२० | ८
२००८

64

(२)

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAVINDRA CHANDRAKANT DEVSHET

CHANDRAKANT APPA DEVSHET

02/12/1978

Permanent Account Number
AKMPD2704J

Signature

05012007

206, साईसावली, 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 KADU

VISHNU WAMAN KADU

13/10/1986

Permanent Account Number
ASYPK4239P

Signature

01122006

214, वज्रेश्वरी अपार्टमेन्ट, 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
९८२८ | ६०
२००८

बदर-१० IV
९३२० | ५
२००८

किसीपास

63

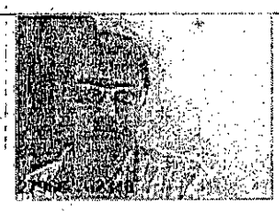
76

वदर10 IV
दस्त क्र 1320/2008
०६

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 सेजल 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 उपनगर, जिल्हा (गोरेगाव) MUMBAI SUBURBAN DIST. (GOREGAON)

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

वर्ष-१०
दस्त ७
२००८

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

नितीशीफ

62

77

दस्त गोषवारा भाग - 2

बदर10	IV
दस्त क्रमांक	(1320/2008)
	८७

दस्त क्र. [बदर10-1320-2008] 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: -

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

प्रमाणित करण्यात येते की, या दस्ताध्ये एकूण 06 पाने आहेत

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

बदर-१०/१३२०/२००८
पुस्तक क्रमांक ४ क्रमांक .....वर
नोंदला. १६/०२/०८
दिनांक :

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

बदर-१०
९८२६/६३
२००८

तिसरी शाळ

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 खत्यारनामा

सादर करणाराचे नाव: मे. श्री संजीव कन्स्ट्रक्शन प्रा.लि.तर्फे 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

दुय्यम निबंधक बोरीवली क्र. 4
सह दु.नि.को बोरीवली 4
मुंबई - पुणे - नागपूर

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 क्र. ४ मुंबई उपनगर, जिल्हा (गोरेगाव) MUMBAI SUBURBAN DIST. (GOREGAON)

बदर-१०
९४२८ | 63
२००८

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. 073294 Date 3/Mar/2008
Name and Address of Stamp duty Payee
M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED.
SEJAL TOWER. Goregaon (W)
Tel. / Mobile No. : 9322162268
Documents Name : S. P. of ATTORNEY

Franking Value	Service Charges	Total Amount
No. of Doc. ____ X Rs. ____ = Rs. 500/-	No. of D.D. ____ Rs. 10/-	Rs. 510/-

Rupees Five Hundred Only
Drawn on D.D. No.
Counter Party Name
Rs. 500/- PAN No.
RECEIVED

Purchaser Signature :
(For Bank's use only)
Received Rs.
Subject to clearance of cheque
Franking Sr. No.
Scroll No.
Authorised Signatory
BCB /300/Bkx15/ABE/070008

THE SEAL OF THE SUB REGISTRAR OF ASSURANCES 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 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

NAVEEN S. AMIN
AUTHORISED SIGNATORY

The Bharat Co-Operative Bank (Mumbai) Ltd., Goregaon Branch, "Gokulgiri" Plot No. 11, Samant Estate, Goregaon (East), Mumbai-400 063.
D-S/STP/VC R. 183/02/08/148-151

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

6788	9
RPOC	

59

80

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 and 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.

बंदर-१०
९७२६ | २५
२००८

बंदर-१० IV
८९४४ | २
२००८

58

(81)

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 SUBURBAN DIST.

मदर-१०
९६२९ ६९
२००८

मदर-१० IV
६२४३
२००८

57

82

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PANDURANG SITARAM PARAB

SITARAM BHIKAJI PARAB

31/10/1980

Permanent Account Number

ALSPP3252E

Signature

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

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ABHIJEET ANKUSH KAMBLE

ANKUSH VITTAL KAMBLE

07/11/1983

Permanent Account Number

AUHPK2620B

Signature

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

नंबर-१०
७६२८ | ६८
२००८

नंबर-१० IV
७९४४ | ४
२००८

तिसरीकडे

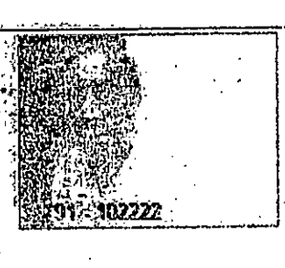
83

वदर10
दस्त क्र 8144/2008
5

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

दस्त गोषवारा भाग-1

दस्त क्रमांक : 8144/2008
दस्ताचा प्रकार : मुखत्यारनामा

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

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

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

वदर-१०	
९६२६	७८
२००८	

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

55

दस्त गोषवारा भाग - 2

बदर10	
दस्त क्रमांक	(8144/2008)
	६

दस्त क्र.[बदर10-8144-2008] 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 करणाऱ्याची सही :

दस्ताचा प्रकार :48) मुखत्यारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 03/11/2008 01:08 PM
शिक्का क्र. 2 ची वेळ : (फी) 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

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

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

220: एकूण

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

ओळख
खालील इसम असे निवेदीत करतात की, तो दस्तऐवज करुन देणा-या व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.
1) पांडुरंग - पत्ता घर/फ्लॅट नं: बी/34
गल्ली/रस्ता: -
ईमारतीचे नाव: प्रवा सी इंड. इस्टेट
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव: गोरेगांव पू
तालुका: -
पिन: 63
2) अभिजीत- कांबळे घर/फ्लॅट नं:
गल्ली/रस्ता: वरीलप्रमाणे
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -

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

प्रमाणित करण्यात येते की, या दस्ताच्या एकूण ६ पाने आहेत

सह दुय्यम निबंधक बोरीवली क्र. ४
मुंबई उपनगर जिल्हा

बदर-१०/८१४४/२००८
पुस्तक क्रमांक १, क्रमांक ...
नोंदला. 3-11-08
दिनांक :

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

बदर-१०
८१४४ | ६८
२००८

54

85

Rupees ONE HUNDRED ONLY

भारत 48062 SPECIAL ADHESIVE महाराष्ट्र

126922 DEC 04 2008

15:55

Rs.0000100/-PB5536

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

KASTURI S. AMIN
AUTHORISED SIGNATORY

pearls

PACL INDIA LIMITED

MAHARASHTRA

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. 603 on 6th Floor, Sejal Towers, Sejal Park, Link Road, Goregaon (West), Mumbai – 400 104 at agreed price of Rs. 71,77,500/- (Rupees Seventy One Lakh Seventy 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, Bunglow 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."

"**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)

53

86

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 Stampduty Payee

Pack 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 ☐ / RO ☐ / DD ☐ No.

Drawn on

Counter Party Name

Rs. 1500/- PAN No.

Purchaser Signature :

(For Bank's use only)

Received Rs.

Subject to clearance of cheque

Franking Sr. No.:

Scroll No.:

Authorised Signatory

FCB/300/Bxx15/ABE/07/0008

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

Co-op Bank Subordinate Branch Borivali (E) Mumbai 66.

4 DEC 2008

CASH RECEIVED

Cash 69
2006

52

87

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.

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOV.T. OF INDIA

PANDURANG SITARAM PARAB

SITARAM BHIKAJI PARAB

31/10/1980

Permanent Account Number

ALSPP3252E

Signature

प्रपत्र-१०

९/०२९ | ६२

२००८

51

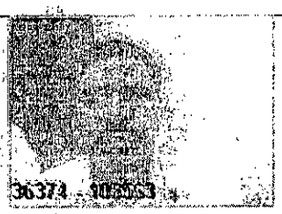
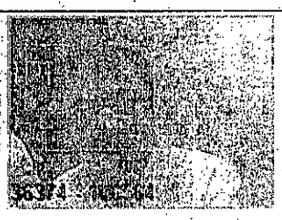
(88)

वदर10	
दस्त क्र 9726/2008	
63	

26/12/2008 दुय्यम निबंधक:
12:53:12 pm सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

दस्त क्रमांक : 9726/2008
दस्ताचा प्रकार : करारनामा

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

THE SUB REGISTRAR BORIVALI NO 4 MUMBAI SUBURBAN DIST.

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

50

89

दस्त गोषवारा भाग - 2

वदर10
दस्त क्रमांक (9726/2008)
27

दस्त क्र. [वदर10-9726-2008] चा गोषवारा
बाजार मुल्य :6968976 मोबदला 7177500 भरलेले मुद्रांक शुल्क : 341500

दस्त हजर केल्याचा दिनांक :26/12/2008 12:49 PM
निष्पादनाचा दिनांक : 04/12/2008
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 26/12/2008 12:49 PM
शिक्का क्र. 2 ची वेळ : (फी) 26/12/2008 12:52 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 26/12/2008 12:53 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 26/12/2008 12:53 PM

दस्त नोंद केल्याचा दिनांक : 26/12/2008 12:53 PM

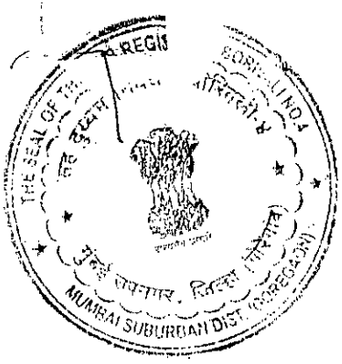
पावती क्र.:9827 दिनांक:26/12/2008
पावतीचे वर्णन
नांव: पी ए सी एल इंडिया लि. चे मॅनेजर तुलसीराम मनजीत ठाकुर

30000 :नोंदणी फी
1700 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

31700: एकूण

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/फ्लॅट नं: -
गल्ली/रस्ता: बी-34, प्रवासी इंड.इस्टेट गोरेगांव पु मुं
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
2) पांडुरंग परब- - ,घर/फ्लॅट नं: -
गल्ली/रस्ता: वरीलप्रमाणे
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -



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

प्रमाणित करण्यात येते की, या दस्ता-सोबत एकूण ..... पाने आहेत

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

वदर-१०/९७२६/२००८
पुस्तक क्रमांक १, क्रमांक .....वर
नोंदला. २६-१२-०८
दिनांक :

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

५५

(१०)

दुय्यम निबंधक: सह दु.नि.का-बोरीवली 4

दस्तक्रमांक व वर्ष: 9726/2008

Friday, December 26, 2008

12:5 :26 PM

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1) वेलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा

मोबदला रू. 7,177,500.00

बा.भा. रू. 6,968,976.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 1073/अ वर्णन: 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 मध्दे आहे. ---------- सदनिका क्रं 603, 6 वा मजला, बिल्डींग नं 4, 'सेजल टॉवर',.

(3)क्षेत्रफळ

(1)बांधीव मिळकतीचे क्षेत्रफळ 118.52 चौ.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे नाव 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: वरीलप्रमाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

(6) दस्तऐवज करून देण्या-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 9726 /2008

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 341475.00

(11) बाजारभावाप्रमाणे नोंदणी रू 30000.00

(12) शेरा

91

scan
11.11

48

****

DATED THIS 4th DAY OF December 2008.

****

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, Bonanza Arcade,
Amboli Naka, 57, S. V. Road,
Andheri (W), Mumbai-400 058.

AGREEMENT FOR SALE

OF

Flat / Premises No. 603 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.

47

Exhibit " B "

(9213)

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 603 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 you application dtd. 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 you or 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-१२/
५३५२ | ९C
२०११

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 fur her 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.

Director **Director**

THE SEAL OF THE SUB-REGISTRAR BORIVALI
MUMBAI SUBURBAN DIST (MAHARASHTRA)

नंदर-१२/
५३५२ | ९९
२०११

45

Exhibit " C "

(14)

Monday, July 04, 2011
12:51:41 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 5363

गावाचे नाव पी.एस.पाडीगोरेगांव

दिनांक 04/07/2011

दस्तऐवजाचा अनुक्रमांक बदर/2 - 05352 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: उ येश मनहरलाल शाह

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (28)	:-	560.00
एकूण	रु.	30560.00

आपणास हा दस्त अंदाजे 1:06PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.का-बोरीवली 6

बाजार मुल्य: 9967500 रु. मोबदला: 11165000रु.
भरलेले मुद्रांक शुल्क: 541250 रु.

सह दुय्यम निबंधक बोरीवली क्र. ६
मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: आय सी आय सी आय बँक ;
डीडी/धनाकर्ष क्रमांक: 008322; रक्कम: 30000 रु.; दिनांक: 30/06/2011

44

मूल्यांकन पत्र

दिनांक 7/4/2011

95

मुल्यांकनाचे वर्ष	2011
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 वर्गीकरण	बांधीव

बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मुल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक
43,200	80,100	87,600	94,800	80,100

मिळकतीचे क्षेत्र	118.51	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उद्वाहन सुविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	6

(Rule 5 or 8)

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * घसारा टक्केवारी

= 80,100.00 * 100.00 /100

= 80,100.00

(Rule 19 or 20)

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

= 80,100.00 * 118.51 * 105.00 /100

= 9,967,283.55

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

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

= 9,967,283.55 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00

= 9,967,284.00

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 2 MUMBAI SUBURBAN DIST. (BANDRA) उपनगर जिल्हा (वांद्रे)

बदर--१२/
५३५२-९
२०११

43

96

THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP
Estd.1906

Customer Copy

Branch : _____ No. 944398

Date: 01/07/2011

Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	₹	5,41,250/-
Service Charges	₹	-
Total	₹	5,41,250/-

Pan No. :-

Name & Address of Stamp duty paying party: Jayesh M Shah

Tel. No. / Mobile No.: 9619611749

Name of the counter party: PACL INDIA LTD

Purpose of Transaction: Agreement for sale

For Franking Documents

₹ 5,41,250/-

Cash/DD/PayOrder/Cheque No. 008823

Bank Name: Tatra Bank

Branch: Malhandapada

Purchaser's Signature (Paying Party)

FOR COSMOS BANK (E-PARLE) LIMITED
(For Bank's Use Only)
Franking No. 72704
Franking Date JUL 2011
Franking Amount 140162
For The Cosmos Co-op. Bank Ltd.
Service Tax Reg. No. AAATC0484KST001

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 8 & EXTRA DIST. SUBURBAN DIST.

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and entered into at Mumbai this 4th day of July' 2011 between **PACL INDIA LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its Corporate Office at PACL House, B 1/5, Paschim Vihar, New Delhi - 110 063., owner of Flat No. 603, 6th Floor, Building No. 4 in Sejal Tower, 120 Link Road, Goregaon (W), Mumbai., herein after called the "Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors and assigns) of the First Part;

For The Cosmos Co-op. Bank Ltd.
Authorised Signatory
Rekha S. Bane

सह. दु. नि. मुंबई उपनगर जिल्हा
४१२
४३४२
२०११

AND

Mr. JAYESH MANHARLAL SHAH & Mrs. PARUL JAYESH SHAH, also both adults, Inhabitants of India, having address at 201/9, Indus, Mhada Complex, New Link Road, Oshiwara, Andheri (W), Mumbai - 400 053, hereinafter called the "Purchasers" (which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors, administrators and assigns) of the Second Part.

Rs. five Lakh forty one Thousand Two Hundred fifty only

Parul J Shah

(97)

52

(1199)

दस्ताचा प्रकार (Nature of Document) Agreement for Sale.

Registrable / Non Registrable

दस्त नोंदणीचा तपशील
(Registration Details)

Registrable Name of S. R.O. Borivali - 6

दस्त क्रमांक
(Serial Unique No.) 72704

मिळकतीचे थोडक्यात वर्णन
(Property Discription in brief) 603, Sejal Tower, Goregaon (W) M-

मोबदला रक्कम (Consideration Amount) 1,11,65,000/-

मुद्रांक शुल्क भरणारे नाव पक्षकार-१ नाव
(Stamp Purchasers Name) Tejesh M. Shah

दुसऱ्या पक्षकाराचे नाव
(Name of the other Party) PACL India Ltd.

हजर असलेल्या नाव व पत्ता
(Attorneys Name & Address)

मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) 5,41,250/-

अक्षरी (in words) Rs.

प्राधिकृत अधिकाऱ्याची पूर्ण स्वाक्षरी व शिक्का The Cosmos Co-op. Bank Ltd.
(Authorised Person's full Signature & Seal)

REKHA BANE
Asstt. Manager
B - 112.

उमट मुद्रांक फ्रँकिंग अल्प व्हायलेट लेंग खाली तपासले व एस.एम.एस. /संबंधित प्राधिकृत अधिकाऱ्यांशी दुय्यमनीवरून संपर्क साधून, मेळ बरोबर आढळून आला.

सह. / दुय्यम निबंधक

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

नोंदणी-१२/
५३५२/३
२०१२

WHEREAS by and under an agreement dated 4th December 2008, made between M/s SEJAL CONSTRUCTION PVT. LTD., referred to as the Builders/Developers/Promoters and PACL INDIA LIMITED duly registered bearing No. BDR10-09726-2008 dated 26.12.2008 Receipt No. 9827 the Builders/Developers/Promoters therein sold and the Flat Purchaser therein and the Vendor herein purchased the Flat from the Developers. The said Developers sold and transferred the Flat to PACL INDIA LIMITED (being the Vendor herein) Flat No. 603, 6th Floor, Building No. 4, (hereinafter referred to as The Said Flat) admeasuring 1062.72 sq. ft. Carpet area equivalent to 98.77 sq. mtrs., in the building known as "Sejal Tower", situated at 120 Link Road, Goregaon (W), Mumbai., (hereinafter referred to as the Said Flat) in the Greater Mumbai in the registration of District and Sub-district of Mumbai City and Mumbai Suburban, at the price and on the terms and conditions therein contained.

AND WHEREAS Vendor herein are well and sufficiently entitled to and are the Owner and in use and occupation on Ownership basis of the said Flat.

AND WHEREAS the Vendor have agreed with the Purchasers to sell and transfer to the Purchasers and Purchasers has agreed to purchase from the Vendor the said Flat at or for the total price of Rs. 1,11,65,000/- (Rupees One Crore Eleven Lacs Sixty Five Thousand only) free from all encumbrances and from any doubts upon the terms and conditions hereinafter contained.

AND WHEREAS the Vendor have agreed to give to the Purchasers quiet, vacant and peaceful possession of the said Flat on the completion of sale as hereinafter provided.

बंदर--१२/
५३५२/४
२०११

AND WHEREAS the Purchasers has now requested the Vendor to sell and transfer the said Flat which the Vendor has agreed to do in the manner as hereinafter appearing.

Paul J Shah

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NOW IT IS AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Vendor doth hereby agree to sell, transfer and assign to the Purchasers and the Purchasers doth hereby agrees to purchase and acquire from the Vendor all and singular benefits, rights, title, interest, claim, in the said property and demand of the Vendor as the absolute Owner of the Said Flat in the said building known as "Sejal Tower" together with all rights of possession, occupation and enjoyment thereof at or for the total consideration of Rs. 1,11,65,000/- (Rupees One Crore Eleven Lacs Sixty Five Thousand only) in respect of Flat No. 603, 6th Floor in Building No. 4.

2. The Purchasers agreed to pay to the Vendor a sum of Rs. 1,11,65,000/- as under:

   a. Rs. 450,000/- (Rupees Four Lac fifty Thousand Only) by way of Cheque paid at Mumbai towards Earnest Money / Part Payment of the total consideration of Rs. 1,11,65,000/- at the time of execution of this agreement of Sale;

   b. Rs. 57,150,00~~0/-~~ (Rupees Fifty ~~one~~ Seven lac ~~fifty~~ fifteen Thousand Only) by way of Cheque paid at Mumbai towards Further Part Payment of the total consideration of Rs. 1,11,65,000/- at the time of execution of this agreement of Sale;

   c. Rs. _____/- (Rupees _____ Only) by way of Cheque / Pay order payable at Mumbai towards balance full and final payment of remaining balance from the said total consideration simultaneously against the Vendor and handing over vacant and peaceful possession of the said Flat to the Purchasers which shall be on or before the expiry of _____.

बदर--१२/
५३५२-५
२०११

Paul J Shah

3. Simultaneously on receipt of the full and final consideration amount, the Vendor shall comply with the following:

- Execute and handover to the Purchasers all documents as are required for transferring the said Flat held in the name of Vendor to the Purchasers.
- Shall handover to the Purchasers the original and duplicate keys of the said Flat.
- Shall handover the letter of possession.
- Shall handover the quiet, vacant and peaceful possession of the said Flat to the Purchasers.
- Shall handover to the Purchasers all the original documents pertaining to the said Flat, for enabling the Purchasers to avail the Loans against the house from any bank or institution, if required.

4) It is expressly agreed that the Vendor shall give simultaneously possession of the said Flat upon payment of full and final consideration as stated in this agreement of sale.

5) The Vendor agrees that upon the Purchasers making the said consideration as state in clause 2 above, all deposits / monies lying with the Developers/proposed society in respect of the said Flat shall be transferred from the Vendor's name to the Purchaser's name in the books/records of the Developers/proposed society without the Purchasers being required to pay any amount of the Vendor or to any other person for such transfer. It is further specifically agreed that the amounts paid by way of deposits for club membership, electricity board, water tax and other sundry deposits and/or contributions to sinking fund of the building would automatically stand to the benefit of the Purchasers without any reimbursement by the Purchasers.

6) It is agreed that upon the part payment of Rs. _____ stated in Para 2(a) above, the Vendor would give a copy of the Certificate from M/s. Sejal Construction Pvt. Ltd., stating that they have no objection in accepting the Purchasers buying the said Flat and that

बदर--१२/
५३५२ | ६
२०११

no dues of whatsoever nature is outstanding from the Vendor to them.

7) Upto the date of delivery of vacant possession of the said Flat to the Purchasers, the Vendor alone shall bear and pay all outgoings, municipal taxes, maintenance charges, water and electricity charges and all rates, taxes, assessments, levies, cesses, fees, all outgoings of whatsoever nature and all increases herein which may be demanded by the Developers/proposed society or the concerned municipal corporation or council or any other body, person or authority whatsoever in respect of the said Flat. All such amounts payable for the period from to the date of delivery of vacant possession of the Flat to the Purchasers shall be borne and paid by the Purchasers alone.

8) The Vendor confirm that they have a good and marketable title to the said Flat free from and clear of all encumbrances and reasonable doubts. The Vendor shall sign and execute such deeds, documents or writings as the Purchasers may require for getting the said Flat transferred and shall get the consent of all the persons interested therein and to duly sign and execute the same so required by the Purchasers.

9) The Vendor have represented to and assured the Purchasers and the Vendor doth hereby confirm:

- That they have duly discharged upto date of this Agreement of Sale in full all dues and liabilities in respect of the said Flat to the Developers and also that the monthly outgoings including payment of the municipal taxes, etc. if any, payable in respect thereof have been paid for in full.

- That notwithstanding any act, deed, matter or things whatsoever by the Vendor or any person or persons lawfully or equitably claiming by, from, through under or in trust for them made, done, committed, omitted or knowingly suffered to the contrary, the Vendor have good

Parul J Shah

right, full power and absolute authority to sell, assign, transfer the said Flat hereby agreed to be sold in favour of the Purchasers and that they have not nor has any one on their behalf done, committed any act, deed, matter or thing whereby the ownership, possession, occupation and enjoyment of the said Flat may rendered void or unavailable for any reason or on any account whatsoever.

- That the Purchasers shall at all times on payment of the full and final consideration amount as aforesaid peaceably and quietly enter upon, occupy, possess, use and enjoy the said Flat absolutely without any interruption, claim or demand whatsoever from the Vendor from any person or persons lawfully or equitably claiming by, from and under or in trust from the Vendor for any reason or on any account.

- That there is no charge or any encumbrance whatsoever attached to the said Flat and the said Flat is freely marketable.

- That the Vendor are the absolute Owner of the said Flat in the said Building and that they have not dealt with, disposed of, alienated or encumbered the said Flat, their rights, title and interest in the said Flat and that they are entitled to assign the rights, title, interest, free from encumbrances and that they are the rightful Owner/Member of the said Building "Sejal Tower" and have not committed breach of any of the terms, conditions, rules and regulations of the laws and bye-laws of the said Building and they have not been expelled from the said Building and relying upon the aforesaid declaration, the Purchasers has agreed to take the assignment of the Vendors right, title and interest of the said Flat.

बदर--१२/
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२०२२

10) The Developers at the request of the Vendor do hereby accord its consent and permits the Vendor to transfer, sell and assign their right, title and interest in the said Flat in favour of the Purchasers.

11) The Vendor shall indemnify and keep indemnified the Purchasers against all claims, demands of any nature in respect of the said Flat

Paul J Sheeh

by any person or persons in respect of transactions effected prior to the possession of the Flat by the Purchasers.

12) The Vendor shall sign and deliver all the necessary papers to the Purchasers for transferring and assigning of the said Flat and shall hand over all the documents to the Purchasers, to complete the said transfer when the balance purchase price as stated in Para 2 above, has been paid to the Vendor. The Vendor shall take all necessary steps for the effectual transfer of the said Flat in the records of Developers viz. Sejal Construction Pvt. Ltd., to the name of the Purchasers.

13) The Stamp Duty payable on these presents and the expenses for registration shall be borne by the Purchasers only and the transfer charges that may be payable to the builder in connection with the transfer of the said Flat in the name of the Purchasers shall be borne and payable by the Vendor and the Purchasers in equal proportion i.e. 50% each.

14) The Purchasers shall co-operate with the other Owners/Purchasers for the purpose of formation and registration of a Co-operative Housing Society of all Flat in the said Building. The Purchasers shall become the member of such Society, as and when the same is registered and shall abide by all rules, regulations, resolutions and bye-laws of such a Society with such amendments, therein as may be made from time to time. Till such Society is registered, the Purchasers shall abide by all the rules, regulations and resolutions of the ad hoc Committee of Management of the affairs of the said Building "Sejal Tower", wherein the said Flat is situated or formed at the instance of the Builder.

15) The Vendor shall at all times and from time to time and at the request and cost of the Purchasers sign and execute or cause to be signed and executed such other and further papers, documents, agreements, writings, applications, instruments, forms, letters,

affidavits and receipts as may be necessary for, or in connection with the transfer of the said Flat from, the Vendor's name to the Purchaser's name in the records of the Developers/proposed society or in any other record whatsoever or for completing the transaction herein mentioned in favour of the Purchasers.

16) Should there be any claim in respect of the said Flat from any person or persons or authority pertaining to any period prior to the transfer of the said Flat in the name of the Purchasers in the books/records of the builder/society, the Vendor hereby agrees to indemnify and keep indemnified the Purchasers against such claims.

17) It is specifically agreed between the parties herein that all the recitals, terms and conditions and obligations of the Vendor as stipulated in the aforesaid Agreement dated 4th December 2008 shall be treated as forming an integral part of this Agreement and the same shall be binding on the Purchasers herein in the same manner as is binding on the Vendor herein.

18) This agreement is subject to the provisions of the Maharashtra Ownership Flat (Regulation of Promotion of Construction, sale, Management and Transfer) Act, 1963 and the Rules made there under/the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under.

SCHEDULE OF PROPERTY

बदर-१२/
५३५२ | ९०
२०१०

Flat No. 603, 6th Floor in Building No. 4 in "Sejal Tower", situated on 120 Link Road, Goregaon (W), Mumbai., admeasuring 1062.72 sq. ft. Carpet area equivalent to 98.7[illegible] sq. mtrs. The Building consists of Stilt plus 28 floors and Year of construction is _____. The building is situated at CTS No. 1073/A, Village Pahadi Goregaon, Taluka Borivali.

Pooll J Shah.

In witness whereof the parties hereto have hereunto set their respective hands the day and year first hereinabove written.

PACL INDIA LIMITED

SIGNED AND DELIVERED)
By the withinnamed Vendor)
PACL INDIA LIMITED)
Through the hands of its ~~Constituted Power of Attorney Holder~~ Authorised Signatory
Mr. SHAHNAWAZ SHAIKH)
PAN No. AAACP4032A
in the presence of:)

SIGNED AND DELIVERED)
By the withinnamed Purchasers)
Mr. JAYESH MANHARLAL SHAH)
PAN No. AAKPS1107Q
&
Mrs. PARUL JAYESH SHAH)
PAN No. AAKPS1573J
in the presence)

Parul J Shah

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 9 MUMBAI SUBURBAN DIST. (BANDRA)

नंदर-१२/
५३५२/९९

RECEIPT

Received of and from Purchasers, **Mr. JAYESH MANHARLAL SHAH & Mrs. PARUL JAYESH SHAH**, a sum of Rs. 450,000 /- (Rupees Four lac fifty thousand" only) being the Earnest Money / Part Payment Consideration for the sale and transfer of Flat No. 603, 6th Floor in Building No. 4, in the building known as "Sejal Tower ", at 120 Link Road, Goregaon (W), Mumbai.,

Mode of Payment:

Cheque No.	Dated	Drawn on	Amount
112712	29/03/11	ICICI Bank	450,000.00

THE SEAL OF THE SUB-REGISTRAR BORIVALI MUMBAI SUBURBAN DIST. (BANDRA)

Received

PACL INDIA LIMITED

~~Authorised Signatory~~

PACL INDIA LIMITED

(~~Through the hands of its Constituted Power of Attorney Holder~~

Mr. Shahnawaz Shaikh)

Vendor

Witnesses:

1.

2.

बदर--१२/
५३५२/९२
२०११

32

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RECEIPT

Received of and from Purchasers, **Mr. JAYESH MANHARLAL SHAH & Mrs. PARUL JAYESH SHAH**, a sum of Rs. 57,150,000/- (Rupees Fifty ~~one~~ seven lac ~~fifty~~ fifteen thousand ——— only) being the Further Part Payment Consideration for the sale and transfer of Flat No. 603, 6th Floor in Building No. 4, in the building known as "Sejal Tower", at 120 Link Road, Goregaon (W), Mumbai.,

Parul J Shah

Mode of Payment:

Cheque No.	Dated	Drawn on	Amount
749048	26/04/11	ICICI Bank	200,000.00
527896	26/04/11	Punjab & Maharashtra Co-op. Bank Ltd.	170,000.00
112726	26/04/11	ICICI Bank	330,000.00
112733	20/6/11	ICICI Bank	30,50,000.00
112737	27/06/11	ICICI Bank	14,00,000.00
749049	27/06/11	ICICI Bank	5,65,000.00

Received

PACL INDIA LIMITED

Authorised Signatory

PACL INDIA LIMITED

(~~Through the hands of its Constituted Power of Attorney Holder~~

Mr. Shahnawaz Shaikh)

Vendor

Witnesses:

1.

2.

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 1 MUMBAI SUBURBAN DIST. BANDRA

बदर-१२/
५३५२/९३
२०११

31

108

RECEIPT

Received of and from Purchasers, **Mr. JAYESH MANHARLAL SHAH & Mrs. PARUL JAYESH SHAH**, a sum of Rs. 5000000 /- (Rupees FIFTY LAKS ONLY — only) being the Balance Full and Final Payment Consideration for the sale and transfer of Flat No. 603, 6th Floor in Building No. 4, in the building known as "Sejal Tower", at 120 Link Road, Goregaon (W), Mumbai.,

Mode of Payment:

Cheque No.	Dated	Drawn on	Amount
923061	30/6/2011	ICICI Bank	

Received

PACL INDIA LIMITED
(~~Through the hands of its Constituted Power of Attorney Holder~~
Mr. Shahnawaz Shaikh)
Vendor

Witnesses:

1.

2.

बदर--१२/
५३५२/१४
२०११

109

30

सालमत्ता पत्रक

दिनांक गावाचे -- पहाडी गोरेगांव (प) | तालुका/न.भू.मा.क. -- न.भू.अ. गोरेगांव | जिल्हा

मौजे भूमापन | क्षेत्र | धारणाधिकार

क्रमांक | सी.सी.

१०७३ अ

१९८८८.०

२६१२०.० न. भू. क्र. १०७३ चौ.च. | सी | [क्र२]

१०७ अशीकडेवर

१४२७८.०

सन २०८१ ते २०९० ६४४१.०० रु. आकार

भोगवटादार

सरकारकडे धारक

प्रकार

पोट-भाग

अधिकार	खाते क्रमांक	नवीन धारक (धा) पहिदार (प)

S.I.

मा. उ. वि. अ. मुंबई उपनगर यांचे कडील आदेश क्र. ULN/L NO/IV/K. ३६१७४/ ७ दि. [illegible] मुंबई, यांचे कडील आदेश क्र. न. भू. [illegible] आणि [illegible] मा. जिल्हाधिकारी, न. भू. मा. गोरेगांव [illegible] दि. [illegible] अन्वये नोंद [illegible] घेण्यात [illegible]

(सी)

१) मे. जेम्स कन्स्ट्रक्शन कंपनी चे भागीदार

१) श्री. इंदु कुमार [illegible]

२) श्री [illegible]

[illegible]

३) श्री [illegible]

४) श्री [illegible]

५) श्री [illegible]

६) श्री [illegible]

७) श्री [illegible]

८) श्री [illegible]

९) श्री [illegible]

१०) श्रीमती [illegible]

११) श्री [illegible]

१२) श्रीमती [illegible]

१३) श्री [illegible]

१४) श्रीमती [illegible]

१५) श्री [illegible]

१६) श्री [illegible]

[illegible] मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील क्र. सी/ डायो [illegible] दि. [illegible] आ. [illegible] दि. [illegible] प्रमाणे उप विभागणी झालेने न. भू. क्र. [illegible] नवीन क्र. [illegible] करिता क्षेत्र

२६१२०.० चौ. मि. [illegible] न. भू. क्र. [illegible] चौ.

१४२७८.० चौ. मि. [illegible] न. भू. क्र. [illegible] चौ.

१०७ अ [illegible] बदल क.

बदर--१२/ ५३५२ | ९५ २०१२

CERTIFIED TRUE COPY

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

बदर--१७ ९६२६ | ४० २००८

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

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

२१

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मूलमत्ता पत्रक

पहाडी गोरेगाव (प) | तालुका (मुंबाका) | न.भू.अ.गोरेगाव | जिल्हा मुंबई उपनगर जिल्हा

गाव | धारणाधिका | शासनाची जिल्ह्यातील [illegible]
यो.मा. | तपशील [illegible]

व्यवहार | खंड क्रमांक | नविन धारक (धा) पट्टेदार (म) किंवा भा.(धा) | सा.क्र.

२००२

मा.अपर जिल्हाधिकारी,मु.उ.जि.यांचे कडील आदेश क्र.सी/एल.एन.डी.क्यू.II/ [illegible] दिनांक ७/६/१९९० अन्वये व मा.नगर भूमापन अधिकारी गोरेगाव यांचे कडील दि.१५/२/२०१२ च आदेशान्वये सि.स.नं. ७६३अ/१ सि.केसोरोव क्षेत्र निवासी १४५०.५९ चौ.मि सारा एकूण रूपये ६४४२.०० व व्यापार करीता क्षेत्र २४८ चौ.मि सारा रूपये ३०९.०० सन १९८९ ते एक वर्षा करीता चिरंतरी सारा [illegible] व सत्ता प्रकार सी-२ ऐवजी सी-एक [illegible] सुविधा [illegible]

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

खरी नकल

न.भू.अ.गोरेगाव
मुंबई उपनगर जिल्हा

THE SEAL OF THE SUB-REGISTRAR BORIVALI SUBURBAN DIST. (MAHARASHTRA)

सत्य प्रतिलिपी

उपनिबंधक, बोरीवली

CERTIFIED TRUE COPY

VIJAY GORADIA
Surveyor
Shahayog Bldg. S. V. Road, Kandivali (West), Mumbai-400 067.

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

बदर-१०
८५८ | ४०
२००८

बदर--१२/
५३५२ | १९
२०११

28

Office of the Dy.Ch.Eng. (B.P.) H.S.-I
Municipal Bldg., 'C' Wing,
Near Samrudhi Complex,
90ft. D.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.

नदर--१२/
५३५२ | ९७

Yours faithfully,

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

27

112

दस्तक्रमांक व वर्ष: 9726/2008

दुय्यम निबंधक: सह दु.नि.का-बोरीवली 4

Friday, December 26, 2008

12:53:26 PM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार, मोबदला व बाजारभाव(भाडेपट्टा आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा

मोबदला रु. 7,177,500.00

बा.भा. रु. 6,968,976.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 1073/अ वर्णन: 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 गाळे आहे. ------ सदनिका क्र 603, 6 वा मजला, बिल्डींग नं 4, 'रोजल टॉवर',.

(3)क्षेत्रफळ

(1)वरील मिळकतीचे क्षेत्रफळ 118.52 चौ.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(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 रोजल 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 रोजल कन्स्ट्रक्शन प्रा.लि.चे संचालक अमरचंद सी शाह तर्फे मुखत्यार महेंद्र गोराडीया - -; घर/फ्लॅट नं: वरीलप्रमाणे ; गल्ली/रस्ता: -; 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, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) पी.एन.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 9726 /2008

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 341475.00

(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00

(12) शेरा

बदर-१२/
५३५२/२०
२०१२

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PACL INDIA LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF PACL INDIA LIMITED HELD ON THURSDAY THE 30TH DAY OF JUNE 2011 AT 11:30 A.M AT ITS CORPORATE OFFICE SITUATED AT 7TH FLOOR, GOPAL DASS BHAWAN, 28, BARAKHAMBA ROAD, NEW DELHI -110001

"**RESOLVED THAT** the consent of the Board be and is hereby accorded for the sale of Flat nos 201,202,203,204 (2nd Floor), Flats no. 301,302 (3rd Floor), 401,402,403,404(4th Floor), Flats no. 501,502,503,504 (5th Floor), Flats no. 601,602,603,604 (6th Floor), Flats no. 701,703,704 (7th Floor), Flat no. 802 (8th Floor), Flat no. 1001 (10th Floor), Flat no. 1501 (15th Floor), Flat no. 1601 (16th Floor), Flat no. 1701,1702(17th Floor), Flat no. 1802 (18th Floor), Flat no. 1901 (19th Floor), Flat no. 2001, 2002 (20th Floor), Flat No. 2101, 2102(21st Floor) situated " Sejal Tower" constructed on Plot bearing CTS No. 1073, Village Pahadi Goregaon at Sejal Park, Goregaon (West), Mumbai-400104, situated lying and being at Mouje Pahadi, Near Goregaon, Taluka Borivali in the registration district and sub- district of Mumbai City on the agreed terms and conditions duly considered and approved by the Board and for this purpose the authority of the Board be and is hereby conferred upon Mr. Shanawaz Suleman Sheikh S/o Suleman Sheikh, R/o 302, building No. 26, Oshiwara Garden View Co-operative Housing Society, Link Road, Oshiwara, Andheri(W), Mumbai-400053 to execute the Sale Deed/Agreement to Sell on behalf of the company including registration thereof and to receive sale consideration and to appear before the office of Sub – Registrar / Revenue Authority / other concerned authorities and to sign all documents, agreements, affidavits, indemnity papers and other documents whatsoever be deemed necessary and expedient for the said purpose and to appoint advocates, consultants, experts 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 TO BE TRUE COPY
For PACL INDIA LIMITED

(S.K. GAUR)
COMPANY SECRETARY

PACL INDIA LIMITED
Authorised Signatory

बहर-१२/
२९
२०११

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

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स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAKPS1107Q

नाम /NAME

JAYESH MANOHARLAL SHAH

पिता का नाम /FATHER'S NAME

MANOHARLAL CHHANALAL SHAH

जन्म तिथि /DATE OF BIRTH

07-12-1967

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAKPS1573J

नाम /NAME

PARUL JAYESH SHAH

पिता का नाम /FATHER'S NAME

HASMUKHLAL KEVALDAS KOTHARI

जन्म तिथि /DATE OF BIRTH

08-11-1969

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

नम्बर-१२१

५३५२ | २२

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आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT OF INDIA

PACL INDIA LIMITED

13/02/1996

Permanent Account Number

AAACP4032A

0307209

THE SEAL OF THE ... BOMBAY

बंडल-१२/

५३५२/२३

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KISHOR SUDHAKAR SHAH

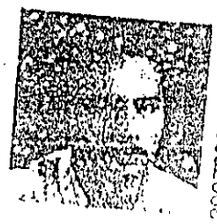
SUDHAKAR FULDCHND SHAH

06/02/1971

Permanent Account Number

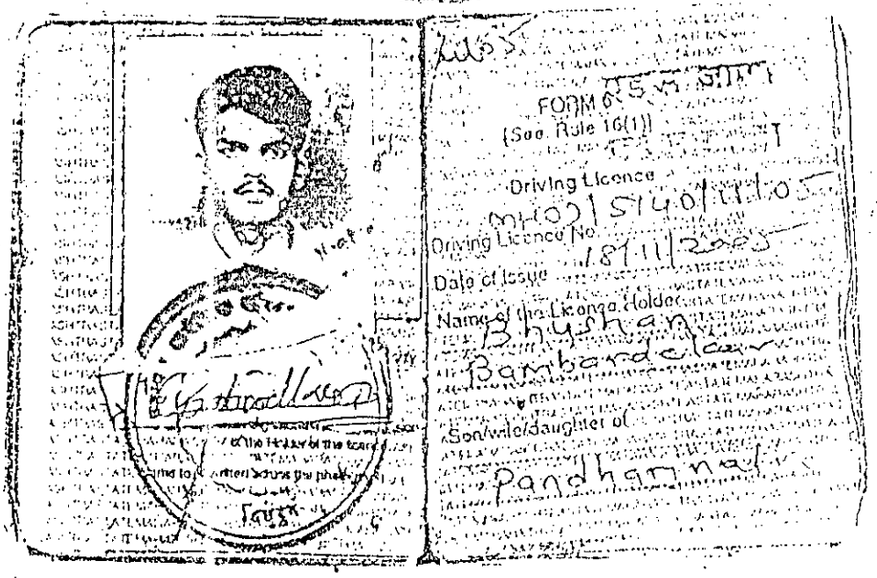
BGNPS4433B

Signature



29072006

THE SEAL OF THE SUB-REGISTRAR BOMBAY



FORM 6
(See Rule 16(1))

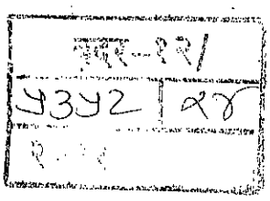
Driving Licence

Driving Licence No. MH02/5140/1995

Date of Issue 18/11/2005

Name of the Licence Holder Bhushan Bambardekar

Son/wife/daughter of Pandharinath



२२

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वदर12

दस्त गोषवारा भाग-1

दस्त क्र 5352/2011

04/07/2011 12:52:36 pm

दुय्यम निबंधकः
सह दु.नि.का-बोरीवली 6

दस्त क्रमांक : 5352/2011

दस्ताचा प्रकार : करारनामा

अनु.क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: जयेश मनहरलाल शाह - - पत्ता: घर/फ्लॅट नं: 201/9,इंडस म्हाडा कॉम्पलेक्स ।, न्यु लिंक रोड, ओशिवरा अंधेरी प मुं 53 गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं: - पेठ/वसाहत: - शहर/गाव: - तालुका:	लिहून घेणार वय 43 सही		
2	नाव: पी.ए.सी एल इंडिया लि चे ऑथो सिग्नेटरी शाहनवाझ शेख - - पत्ता: घर/फ्लॅट नं: 603,6 वा मजला, बिल्डिंग न-4 सेजल टॉवर, लिंक रोड,गोरेगाव प मुं गल्ली/रस्ता: - इमारतीचे नाव: - इमारत नं:	लिहून देणार वय 45 सही		

खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु.क्र.	पक्षकाराचे नाव
2	पारुल जयेश शाह - -

बदर-१२/
५३५२/ २०११

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

दस्त गोषवारा भाग - 2

वदर27

दस्त क्रमांक : (5352/2011)

दस्त क्र. [वदर12-5352-2011] चा गोषवारा

बाजार मुल्य :9967500 मोबदला 11165000 भरलेले मुद्रांक शुल्क : 541250

दस्त हजर केल्याचा दिनांक :04/07/2011 12:44 PM

निष्पादनाचा दिनांक : 04/07/2011

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 04/07/2011 12:44 PM

शिक्का क्र. 2 ची वेळ : (फी) 04/07/2011 12:51 PM

ओळख :

खालील इसम असे निवेदीत करतात की, हे दस्तऐवज करून देणारे व्यक्तीशः ओळखतात. ते दु.नि.का. सह दु.नि.का. बोरीवली 6 व त्यांची ओळख पटविताहेत.

1) किशोर शाह- - ,घर/फ्लॅट नं: 1/1,हिमेश कुटीर,जोगेश्वरी (प),400060

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गावः-

तालुका: -

पिन: -

2) भुषण बोबर्डेकर- - ,घर/फ्लॅट नं: वरी प्रमाणे

गल्ली/रस्ता: -+

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गावः-

तालुका: -

पिन: -

दु. निबंधकाची सही

सह दु.नि.का-बोरीवली 6

THE SEAL OF THE SUB-REGISTRAR BORIVALI

DSUMRY:066533SR389 Prepared on: 04/07/2011 12:52:36

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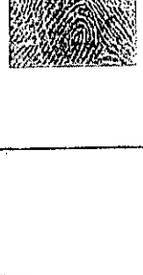
वदर12	
दस्त क्र 5352/2011	

दस्त गोषवारा भाग-1

07/07/2011 दुय्यम निबंधकः
11:28:56 am सह दु.नि.का-बोरीवली 6

दस्त क्रमांक : 5352/2011
दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
2	नावः पारुल जयेश शाह - - पत्ताः घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहतः - शहर/गावः- तालुकाः - पिनः - पॅन नम्बरः AAKPS1573J	लिहून घेणारे वय 41 सही Parul J Shah		

THE SEAL OF THE SUB-REGISTRAR BORIVALI MUMBAI SUBURBAN DIST. (BANDRA)

वदर-१२/
५३५२ २०
२०११

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

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| दस्त गोषवारा भाग - 2 | वदर12
दस्त क्रमांक (5352/2011)

दस्त क्र. [वदर12-5352-2011] चा गोषवारा
बाजार मुल्य :9967500 मोबदला 11165000 भरलेले मुद्रांक शुल्क : 541250

दस्त हजर केल्याचा दिनांक :04/07/2011 12:44 PM
निष्पादनाचा दिनांक : 04/07/2011
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 04/07/2011 12:44 PM
शिक्का क्र. 2 ची वेळ : (फी) 04/07/201 12:51 PM(कार्यवाही पूर्ण)
शिक्का क्र. 3 ची वेळ : (कबुली) 07/07/2011 11:28 AM
शिक्का क्र. 4 ची वेळ : (ओळख) 07/07/2011 11:28 AM

दस्त नोंद केल्याचा दिनांक : 07/07/2011 11:29 AM

पावती क्र.:7363 दिनांक:04/07/2011
पावतीचे वर्णन
नांव: जयेश मनहरलाल शाह - -

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

30560: एकूण

दु. निबंधकाची सही, सह दु.नि.का-बोरीवली 6

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

1) किशोर शाह- - ,घर/फ्लॅट नं: 1/1,दिव्य कुटीर,जोगेश्वरी पु मुं 60
गल्ली/रस्ता: -
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: - ,

2) भुषण बोबर्डेकर- - ,घर/फ्लॅट नं: वरील प्रमाणे
गल्ली/रस्ता: -+
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

वदर-१२/
५३५२ - २६
२०११

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण ...२६... पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क्र. ६
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
सह दु.नि.का-बोरीवली 6

वदर-१२/ ५३५२ /२०११
पुस्तक क्रमांक : १, क्रमांक ..... वर नोंदला.
दिनांक : 07 JUL 2011

सह दुय्यम निबंधक, बोरीवली क्र. ६
मुंबई उपनगर जिल्हा.

THE SEAL OF THE SUB-REGISTRAR BORIVALI

DSUMRY:066533SR389 Prepared on: 07/07 2011 11:29:15

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Exhibit " D "

(121) D'

POSSESSION LETTER

From :
PACL INDIA LIMITED,
Flat No. 603, 6th Floor, Building No. 4,
Sejal Tower,
120 Link Road, Goregaon (W), Mumbai.

Date:

To,
Mr. JAYESH MANHARLAL SHAH
Mrs. PARUL JAYESH SHAH,
201/9, Indus,
Mhada Complex, New Link Road, Oshiwara,
Andheri (W), Mumbai - 400 053.

Sub : Handing over possession of
Flat No. 603, 6th Floor, Building No. 4, Sejal Tower.

Dear Sir,

The undersigned PACL INDIA LIMITED state that we have transferred our above Flat to Mr. JAYESH MANHARLAL SHAH & Mrs. PARUL JAYESH SHAH and have since received full payment towards the sale and transfer of above said Flat.

Since, we have received full payment from them, we hereby in our full consciousness and awareness hand over the possession of above Flat to them.

We further say, that from this date, we relinquish our rights for the above said Flat and hand over possession of the same, and they are at liberty to use and / or to sell, transfer, sublet at their will as they may wish within the rules and regulations of the Building / society / proposed Society and we will have no objection or rights for the said Flat.

Kindly Confirm,

Yours Faithfully,
PACL INDIA LIMITED

PACL INDIA LIMITED
(Through the hands of its Constituted Power of Attorney Holder
Mr. Shahnawaz Shaikh)

We confirm having received the vacant and peaceful possession of the above-mentioned ~~Shop~~ Flat.

Parul J Shah

JAYESH MANHARLAL SHAH & PARUL JAYESH SHAH

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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: -16/07/2011

To,
Shri Jayesh M. Shah
Smt. Parul J Shah
201/9, Indus MHADA Complex
New Link Road, Oshiwara,
Andheri(W), Mumbai – 400 053

Dear Sir/Madam,

We confirm that under an Agreement dated **04/07/2011** executed between original buyer and PACL India Limited, and yourself/yourselves, the flat bearing No.**603** on the **6th** floor of "Sejal Tower" situated on plot bearing C.T.S. No. 1073, Village Pahadi at Sejal Park, 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 **04/07/2011** duly registered under serial no. **BDR12-05352-2011** dated **04/07/2011** with the Office of the Sub registrars of Assurances.

As incidental to the sale of the said flat, you have also agreed 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. **P/7 (Seven)** on **Lower/~~Upper~~** Birth in the ~~Open Space/Stilt/Ground floor/~~**Podium level** of the said "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**").

Parul J Shah

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SHREE SEJAL CONSTRUCTION PVT. LTD.

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

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.

Please note that if such car parking space is allotted under mechanized puzzle parking, than in the event you shall be entitled to park your vehicle on **Lower/~~Upper~~ berth** of the said mechanized parking vide No. **P/7 (Seven)** in the **~~Open Space/Stilt/Ground floor/~~Podium level** Please note that the same being the two berth parking, **~~Lower~~/Upper berth** of said mechanized parking shall be allotted to another Flat Purchaser and such flat purchaser shall also be entitled to park his/her/its vehicle on the respective berth so allotted and you shall have no objection for the same. You are also aware that you have to give co-operation for parking of car by another owner in **~~Lower~~/Upper berth** of the said mechanized parking system. This mechanized car parking system requires yearly maintenance from reputed company, irrespective of your allotted parking berth, you have to bear and pay equal maintenance charges, other incidental expenses for said parking berth to society, promoters or ad-hoc committee, as the case may be.

You are 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

Pawal J Shah

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SHREE SEJAL CONSTRUCTION PVT. LTD.

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

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. No. **P/7 (Seven)** on **Lower**/~~Upper~~ Birth in the ~~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. **603** on **Sixth** floor of Sejal Tower.

Yours truly,

For SHREE SEJAL CONSTRUCTION PRIVATE LIMITED

DIRECTOR **DIRECTOR**

I/WE PURCHASER/S OF FLAT NO. 603 CONFIRMS THE ABOVE

[ ] [ ]

S/d S/d

NAMES: Mr. Jayesh M. Shah Mrs. Parul J. Shah

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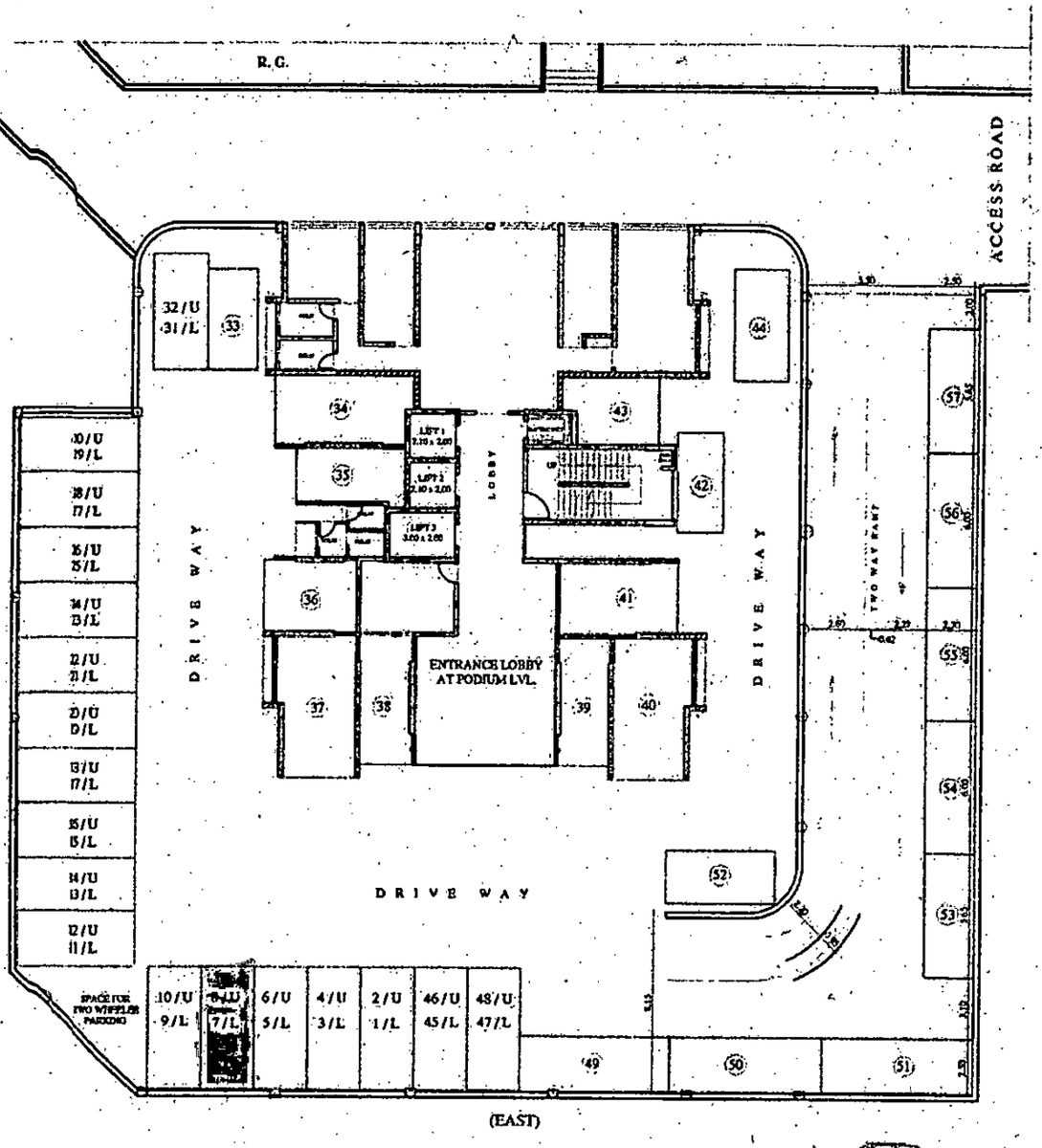
(WEST)

" SEJAL TOWER "

(GOREGAON WEST)



Parking No. : P/ 17 / Lower / Upper

Name, Signature & Flat No. Of Allotee :

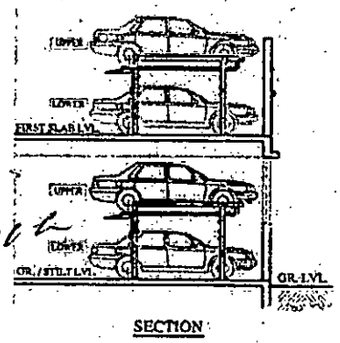
MR. JAYESH M SHAH

MRS. PARUL J. SHAH

Name & Signature Of Developers :

For M/S. Shree Sejal Construction Pvt. Ltd.

(Director)



SECTION

FIRST FLOOR PLAN (PODIUM)

PLAN SHOWING CAR PARKING LAYOUT AT GROUND FLOOR (STILT) FOR 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.

Vijay Soradia
LICENSED SURVEYOR

Parul J Shah

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PACL INDIA LIMITED

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

Date :

To,
M/s. Shree Sejal Construction Pvt. ltd.
Office No. 8 & 9, 6th Floor,
Phonix Building,
457, S.V. P. Road,
Mumbai – 400 004.

Dear Sirs,

Ref : 1) Our Flat No. 603 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 (Wet), Mumbai – 400 104.

2) Resale Flat Agreement registered under No. BDR 12 – 05352 dated 04/07/11

Sub : Intimation for Resale

Resp Sir,

This is to inform you that we have sold our above-referred flat to JAYESH MANHARLAL SHAH & MRS. PARUL J. SHAH under the agreement for sale dated 04/07/11 duly registered with the Sub-Registrar Office. We have also surrender our right over the Car Parking No. P-7/P/L to the said purchasers, earlier allotted to us by you. We are submitting herewith the copy of resale agreements along with Stamp duty and Registration charges receipts. Kindly take note of the same and update the effects in all corresponding records.

Thanking you.

Yours truly,
PACL INDIA LIMITED

[PACL INDIA LIMITED]
Authorised Signatory

Exhibit "E"

(27) E1

Share Certificate No. 019 Member's Regn. No 19 No. of Shares 10

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 : sejallower@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. Mr. Jayesh Manharlal Shah & Mrs. Parul Jayesh Shah Flat No. 603

is the Registered Holder of 10 *Fully Paid-up Shares of Rs.50/- each (Rupees Fifty Each)*

Numbered From 341 *to* 350 *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

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Exhibit " F "

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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)

Signature Invalid
Digitally signed by Sarita
Date: 16:41:[illegible] IST
Reason:

(C)No.46/2016
(With appln.(s) for stay and Office Report)

Date : 02/02/2016 These matters were called on for hearing today.

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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.

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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

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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.

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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.

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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.

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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

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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

NOTARY GOVT. OF INDIA D. R. KUDRIGI Notary Greater Mumbai & Thane Dist. Maharashtra Reg. No. 5597 Exp.2018

Jayesh Manhorlal Shah & Another

... Applicants.

We, Jayesh Manhorlal Shah and Mrs. Parul Jayesh Shah, of Mumbai, Indian Inhabitant, having its address at Flat No.603, 6th Floor, Building No.4, Sejal Tower, 120 Link Road, Goregaon (West), Mumbai -400 053, do solemnly affirm and say as under:

1. We have filed the above Application for vacation of the attachment levied pursuant to the Order embodied in the Application and for other reliefs. We crave leave to refer to and rely upon the said Application when produced.

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2. We repeat, reiterate and confirm that all the statements made in the said Applicants are true to my own knowledge and based on the information derived from the other records and We believe the same to be true.

Solemnly affirmed at Mumbai)
On this 13th day of October, 2016.)

Identified by me
For M/s Vora & Associates,
Advocates & Solicitors.

Before me,

Applicants No.1 abovenamed
Jayesh Shah

Advocates for the Applicants.

Parul J Shah

Applicants No.2 abovenamed
Parul Jayesh Shah

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

NOTARY
D. R. KUDRIGI
Notary Greater Mumbai
& Thane Dist. Maharashtra
Reg. No. 5597
Exp. 2018
GOVT. OF INDIA

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

NOTARIAL
NOTARIAL
NOTARIAL
NOTARIAL

SR. NO 7655/16
DATE 13.10.16

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;

Jayesh Manhorlal Shah & Another

..... Applicants

APPLICATION FOR VACATION OF ATTACHMENT

Dated this ___ day of October, 2016.

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