

Tuesday, June 06, 2017

Nodal Officer cum Secretary to the Committee, Hon'ble Mr. Justice R.M. Lodha (Retd.) Committee Constituted by the Supreme Court of India in the matter of PACL Ltd., The Ashok, Annexe Building, (Oudh Corridor), 50-B Chanakyapuri, New Delhi-110021

Dear Sir,

This has reference to your letter No. JRMLC/PACL/NO/1754/2017 dated May 01, 2017, addressed to M/s IIT Investrust Limited, a sister concern of IIT Insurance Broking and Risk Management Private Limited whose property is listed under MR No. 2548-14.

Kindly find below the brief background of IIT Insurance Broking and Risk Management Private Limited and our response to your queries:

# Brief Background.

IIT Insurance Broking and Risk Management Pvt. Ltd. (Incorporated in September 2008) is into the business of selling; marketing insurance products, both life and non-life of various insurance companies. The Company is Registered Broker with IRDAI having Direct Broking license code bearing No. 398 (Valid until October 19, 2018).

The Company is wholly owned subsidiary of M/s. Industrial Investment Trust Limited a NBFC, ( a 83 year old company registered with the RBI as an NBFC vide the RBI Certificate of Registration bearing No. B-13.01368 dated September 15, 2000) and a Public Listed Company (BSE & NSE) carrying on business of investments and financial services.

Industrial Investment Trust Limited, has apart from IIT Insurance Broking and Risk Management Private Limited, (100% Subsidiary) has other operating companies Viz., IITL Projects Limited, a listed company (IITL holds 71.74% equity); IIT Investrust Limited, into Stock broking and business consultancy, (100% Subsidiary)

# Response:

We submit our point wise response to the queries raised by you, in your above-referred letter.

:2:

E-mail: infomumbai@iitinsurance.com, Web.: www.iitinsurance.com

(3n3) (489)

a) The Company has purchased a Flat bearing No. 702, 7th Floor, Shanta Shivam Co-operative Housing Society Limited, 8, Babulnath Road, Mumbai 400 007, from M/s PACL Ltd., and listed as in MR No 2548-14.

#### Notes:

Since 2011, the Board of Directors had been exploring to buy a property in South Bombay. However, it could not identify a suitable property for a long time.

An advertisement appeared in the Times of India, Mumbai edition, on August 24, 2013, issued by M/s PACL Limited, and the company responded to the same.

Before acquiring the property, the Company satisfied itself about the free and marketable title of M/s PACL Ltd, to the property by engaging M/s Padiyar & Co. Advocates and Legal Consultants, who vide their letter dated October 3, 2013, have confirmed the free and marketable title (Copy appended)

In addition, the Company also procured the valuation of the flat by engaging M/s S.N.Samdani and Associates (Government Regd Valuers, Chartered Engineers and Project Consultants, (Copy appended), The flat was valued at Rs. 9,62,00,000/- (Rupees Nine Crores Sixty Two Lacs Only).

The Company after negotiations with M/s PACL Ltd., decided to purchase the said flat at Rs.9,50,00,000/- (Rupees Nine Crores Fifty Lacs only). A sum of Rs. 9.40,50,000 (Rupees Nine Crores Forty Lacs and Fifty Thousand Only) net of tax was remitted to PACL Ltd.

The Company borrowed a sum of Rs. 5,00,00,000/— (Rupees Five Crores only) from Axis Bank Ltd and the balance amount of Rs. 4,50,00,000/— (Rupees Four Crores Fifty Lacs only) was funded from its own funds. The outstanding balance of loan from Axis Bank Ltd is Rs.1,75,13,000/— (Rupees One Crore Seventy Five Lacs Thirteen Thousand Only) as on May 31, 2017.

The Deed of Transfer was entered into on November 21, 2013, and the flat was registered with the registration department on November 22, 2013.

- b) The company is into broking business. In the normal course of business the company has booked / placed insurance needs like fire / motor / group mediclaim + group personal accidents of PACL Limited and some of its group companies.
- c) The Company has been placing policies of various corporate clients.

(246) (167)

M/s PACL Limited and its group Companies, were also clients from the financial year 2009-2010.

d) The pecuniary or otherwise gain from PACL limited is approximately Rs. 3.48 Crores, between the financial years 2009-10 to 2015-2016.

# Notes:

The total turnover of the company from broking business between financial years 2009-2010 to 2015-2016 (audited) is Rs. 44,73,50,988/- (Rupees Forty Four Crores Seventy Three Lacs Fifty Thousand Nine Hundred Eighty Eight only). The corresponding brokerage earned by placing policies of PACL Limited and group companies (during this period) amounts to approximately Rs. 3,48,00,000/- (Rupees Three Crores Forty Eight Lacs Only).

e). The Company has no financial dealings with PACL Ltd. or its group companies whatsoever in the form of either loan / advances provided or taken.

As the said property is a bona-fide acquisition, after completing due diligence of the title and due process of valuation of the property, we would request you to delete the name of the property from the auction list.

If any additional information is required, we would be too glad to furnish the same.

Thanking you

Yours faithfully

For IIT Jusurance Broking and Risk Management Private Limited

Bipin Agarwal

Director /

Encl: A/a

# S. N. SAMDANI & ASSOC

GOVT. REGISTERED VALUERS, CHARTERED ENGINEERS, PROJECT CONSULTANTS

414, Goyal Trade Centre, Sona Talkies Building, Shantivan, Near National Park, Borivli (East), Mumbai - 400 066. (i): 6505 4149 • Telefax : 2828 0939 • Mobile : 98210-78631

E-mail: snsamdani@gmail.com

# **VALUATION ON SEPTEMBER 27 2013 OF FLAT NO 702 ALONG WITH** TWO STILT CAR PARKING SPACES PACL INDIA LIMITED OWNED ON 7<sup>TH</sup> FLOOR OF SHANTA SHIVAM CO-OPERATIVE HOUSING SOCIETY LIMITED SITUATED AT 8 BABULNATH ROAD MUMBAI 400 007

Under instructions from IIT Insurance Broking and Risk Management Private Limited, We inspected the Flat No. 702 along with two stilt car parking spaces, which PACL India Limited owned on 7<sup>th</sup> floor of Shanta Shivam Co-operative Hosing Society Limited situated at 8, Babulnath Road, Mumbai 400 007, on September 27, 2013.

## **Objective**

This flat is inspected in that context with a view to assessing its fair market value.

The details of the Flat and its valuation are given in Annexe attached with this certificate.

# Certificate

We certify to the best of our knowledge, ability and belief, and on the basis of the information made available to us and the observations we made during the inspection, that the fair market value on September 27, 2013 of Flat No. 702 along with two stilt car parking spaces, which PACL India Limited owned on 7th floor of Shanta Shivam Co-operative Hosing Society Limited situated at 8, Babulnath Road, Mumbai 400 007, in our opinion Rs.9,62,00,000/- (Rs. Nine Crore Sixty Two Lacs Only).

Date: October 1, 2013

Place: Mumbai

S. N. SAMDANI & ASSOCIATES

S.N. Samdeni S. N. SAMDANI

BE, MIE, FIV

Approved Valuer, M.No. F-8259

& Chartered Engineer, M.No. M/114534/1

# Annexe VALUATION ON SEPTEMBER 27 2013 OF FLAT NO 702 ALONG WITH TWO STILT CAR PARKING SPACES PACL INDIA LIMITED OWNED ON 7TH FLOOR OF SHANTA SHIVAM CO-OPERATIVE HOUSING SOCIETY LIMITED SITUATED AT 8 BABULNATH ROAD MUMBAI 400 007

# **GENERAL**

1. Purpose for which valuation is made To assess the fair market value

2. Date on which valuation is made September 27, 2013

3. Name of the owner/owners PACL India Limited

4. If the property is under joint ownership/co-Ownership, share of each such owner. Are the shares undivided?

Not Applicable

5. Brief description of the property

A 3BHK flat admeasuring about 1217sq.ft. Carpet area 1350sq.ft. Built-up area (1850sq.ft. Super Built-up area) on 7<sup>th</sup> floor of ground-plus-eleven storey building of

**RCC Construction** 

6. Location, Street, Ward No. Flat No. 702, 7th floor,

Shanta Shivam Co-operative Housing Society Limited, 8,

Babulnath Road, Mumbai 400 007

It is bounded as under:

On or towards North: Flat No. 701 On or towards South: Compound

On or towards East: Road On or towards west: Passage

7. Survey/Plot No. of land

served

Cadastral Survey No. 433 & 1/433,

Malabar & Cumbala hill

8. Is the property situated in residential/:

commercial/mixed area/industrial area

Residential area

9. Classification of locality-high class/middle:

class/poor class

middle class

10. Proximity to civic amenities like schools, :

hospitals, offices, market, cinemas etc.

Easily accessible

proximity 11. Means to surface : and communication by which the locality is

By rail and road

Nearest railway station: Grant Road and it

is easily approachable by Taxi



#### **LAND**

Area of land supported by documentary: 12. proof, shape, dimensions and physical features

Not relevant

Roads, streets or lanes on which the land is : 13. abutting

It abutted Babulnath Road

Is it freehold or lease-hold land? 14.

Freehold

If lease-hold, the name of lessor/lessee, : 15. nature of lease, date of commencement and termination of lease, terms of renewal of lease

Not applicable

Is there any restrictive covenant in regard to : 16. use of land? If so, attach a copy of the covenant

The flat is for residential user only

Are there any agreements of easements? : 17. If so attach copies

No

Does the land fall in an area included in any : 18. town planning scheme or any development plan of government or statutory body? If so, give particulars

No

Has any contribution been made towards: 19. development or is any demand for such contribution still outstanding?

No

Has the whole or part of the land been : 20. notified for acquisition by government or any statutory body? Give date of notification

No

Attach a dimensioned site plan 21.

## **IMPROVEMENTS**

Attach plans and elevations of all structures : 22. standing on the land and a lay-out plan

Furnish technical details of the building on : Given below

a separate sheet

"Valuation of Flat No. 702 on 7th floor of Shanta Shivam Co-operative Hosing Society Limited situated at 8, Babulnath Road, Mumbai 400 007" Page 3 of 7

ాన్ ముంది కి మహా - ఆయోగార్కులు సమాయమాత్రం అధికి శ్రవాణం అనినాకు కార్యాత్రికి <mark>ఆయాస్తున్నారు. అక</mark>ళాక, నాటువకు పట్టి కారవ

Is the building owner-occupied/ 24. i.

Tenanted/both?

Owner occupied

If partly owner-occupied, specify ii. Portion and extent of area under owner-occupation

What is the Floor Space Index permissible: 25. and percentage actually utilized?

As per the plans approved by BMC

authority

**DETAILS OF BUILDING AND FLAT** 

No. of floors and height of each floor 26.

Ground-plus-eleven storey

Height 9ft.

Plinth area floor-wise (as per IS 3861-1966) 27.

1850sq.ft. Super Built-up area

Year of construction 28.

Around 2005

Estimated future life 29.

About 52 years

of construction-load 30.

bearing:

RCC frame of beams and columns

walls/RCC frame/steel frame

Type of foundations 31.

RCC footings

Walls (a) Basement and plinth 32.

.230mm brick masonry walls

(b) Ground floor

(c) Superstructure above grd. Floor

33. **Partitions**  115mm brick masonry walls

Doors and windows (floor-wise) 34.

(a) Ground floor

Doors made of seasoned wood and Window made aluminum frame with aluminum

(b) 1<sup>st</sup> floor

(c) 2<sup>nd</sup> floor etc.

sliding glass panes

Flooring (floor-wise) 35.

(a) Ground floor

(b) 1<sup>st</sup> floor

(c) 2<sup>nd</sup> floor

It is floored with Italian tiles

Finishing (floor-wise) 36.

(a) Ground floor

(b) 1<sup>st</sup> floor

(c) 2<sup>nd</sup> floor

Internally neeru finish with a coat of synthetic paint and externally sand faced

cement plaster

37. Roofing and terracing

RCC slab क्षा विकास स्थापित हो है है । यह स्थाप कार्य के विकास के स्थाप

Special architectural or decorative features, : Granite kitchen platform with SS sink 38.

if any

"Valuation of Flat No. 702 on 7th floor of Shanta Shivam Co-operative Hosing Society Limited situated at 8, Babulnath Road, Mumbai 400 007"

Page 4 of 7

39.	(i) (ii)	Internal wiring surface or conduit Class of fittings :superior/ordinary/	:	Concealed Ordinary
		poor		

40.	(a)	Sanitary	installations:
10, 1	<b>∞</b> ,	Outline,	111000011010101

٠,	(~)	<b>Summer</b>		
j	i.	No: of water closets	:	Four
i	ii.	No. of lavatory basins		Four
į	iii.	No. of urinals		Nil
j	iν.	No. of sinks		Four
,	٧.	No. of bath tubs		Nil
,	vi.	No. of bidets		Nil
,	vii.	No. of geysers		Four
	(b)	Class of fittings: Superior coloured/	:	Ordinary
	` '	<del>-</del> •		

Compound wall: 41.

Height and length

Superior white/ordinary

Type of construction ii.

Two lifts No. of lifts and capacity 42.

Underground sump-capacity and type of : 43.

construction

An underground RCC tank with adequate

The building is encompassed with brick

capacity for whole building

44. Over-head tank:

> Where located i.

ii. Capacity

Type of construction iii.

An overhead tank of RCC of required capacity for whole society

45. Pumps-No. and their power

Roads and pavings within the compound:

approximate area and type of paving

Not known

masonry wall

The compound is paved and covered with cement concrete

Sewage disposal-whether connected to 47. public sewers, if septic tanks provided, No. and capacity

As Per BMC Corporation

# **VALUATION**

46.

Principle: Had a property been put up for sale in an open market, with all relevant information disseminated over a sufficiently long time period and either party to sale acting knowledgeably at arm's length without any duress, distress or compulsion, the price the property would have fetched on the date of valuation would be its fair market value on that date.

Methodology: We observed the lie and location of the building and the flat. We studied the real estate market trends in the area where above building is situated. We measured the area of the flat. We scrutinized the copies of documents relevant to it. The information we thus gathered helped us form an opinion about its fair market value. We assessed the cost of construction for assessing its fair market value.

<sup>&</sup>quot;Valuation of Flat No. 702 on 7th floor of Shanta Shivam Co-operative Housing Society Limited situated at 8, Babulnath Road, Mumbai 400 007" Page 5 of 7

It is common knowledge that, more often than not, neither the consideration mentioned in the purchase agreement of a property nor the rate notified by the government for the purpose of calculating the incidence of stamp duty, is a true indication of the fair market value of the property. We had therefore based our valuation only on the information we had gathered from the market. While valuing it is considered that said property is free from all claims and encumbrances and have clear marketable title.

Observation: PACL India Limited purchased that property from Mrs. Renu Sharma vide the Deed of transfer dated February 21, 2008. The stamp duty paid on that agreement and had registered it with Sub Registrar of Assurances.

The flat is well furnished. The panoramic sea view is visible from bedrooms and hall.

Presently it is normal practice in the market that properties are transacted on super built-up area. The super built-up area includes Floor bed, share of common spaces etc. The super built-up area is generally considered as 1.4 to 1.6 times of carpet area particularly in new buildings those are constructed after year 2000-2001. We also adopted same for estimating the value.

The Part Occupancy Certificate is issued by Municipal Corporation vide the letter No. EB/8329/D/A as dated 04/03/2005.

The flat in Mumbai area is expected to be available @ Rs.50,000/- to Rs.60,000/-per sq.ft. of Super Built-up area, depending upon various factors such as size, shape, situation and interior decoration of the flat; floor on which it is situated; age condition and location of the building; type and quality of construction; and the like.

The buildings of that property belonged to Shanta Shivam Co-operative Housing Society Limited and registered with Registrar of Societies vide the Regn. No. MUM/WD/HSG/(TC)/8533 Year 2005-06. PACL Limited holds five fully paid-up shares, each of face value Rs.50/- and bearing distinctive nos. 16 to 20 vide the certificate No.4.

<u>Value</u>: In the light of all that is stated above; and on taking into consideration the location of the building and flat; and on the basis of our judgement, market enquiries and consultations with the sources familiar with the area, we valued the flat <u>along with two stilt car parking</u> @ Rs.52,000/- per sq.ft. for (1350sq.ft. built-up area) 1850sq.ft. of Super Built-up area at Rs.9,62,00,000/- (Rs. Nine Crore Sixty Two Lacs Only).

Realisable Value: The Realisable Value of flat might be 10-20% higher or lower than estimated value. The Realisable Value is estimated @0.9 of its fair market value at Rs.8,65,80,000/- (Rs.Eight Crore Sixty Five Lacs Eighty Thousand Only).

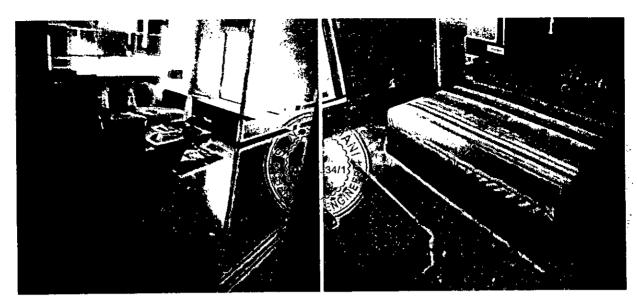
<u>Distress Sale Value</u>: The Distress Sale Value of property is estimated @0.85 of its Realisable value at Rs.7,35,93,000/- (Rs. Seven Crore Thirty Five Lacs Ninety Three Thousand Only).

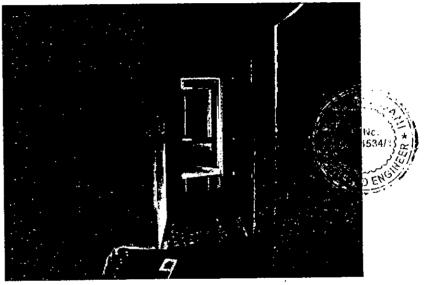
Value for Insurance: The value of property for Insurance is estimated at Rs. 33,75,000/- (Rs. Thirty Three Lacs Seventy Five Thousand Only).

"Valuation of Flat No. 702 on 7th floor of Shanta Shivam Co-operative Housing Society Limited situated at 8, Babulnath Road, Mumbai 400 007"

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# Note:

1. The valuation report does not guarantee the title of assets.

2. The valuation is only an indicative estimation. The actual price of property depends on the agreed price between seller and Buyer.

Date: October 1, 2013

Place: Mumbai

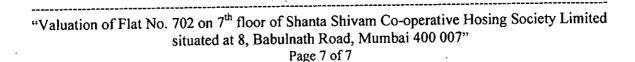
For S. N. SAMDANI & ASSOCIATES

S.N. Sandeni

S. N. SAMDANI BE, MIE, FIV

Approved Valuer, M.No. F-8259

& Chartered Engineer, M.No. M/114534/1





# Padiyar & Co.

Advocates & Legal Consultants
307, M K Bhavan, 300 S. B. S. Road, Fort, Mumbai - 400001

Cell

: 9323802133 :~30205439/22641533 Tel : 22641503

Fax Email : padiyarco@yahoo.co.in

REF: PC/Gen/LSR - 641/13 October 3, 2013

# Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	
	b) Reference No. and date of the letter under the cover of	
	which the documents	
	tendered for scrutiny are	
	forwarded.	
	c) Name of the Borrower	IIT INSURANCE BROKING AND RISK
		MANAGEMENT PRIVATE LIMITED
		(Proposed Purchaser)
2.	a) Name of the	IIT INSURANCE BROKING AND RISK
	Property/concern/	MANAGEMENT PRIVATE LIMITED
	company/person offering the	(Proposed Purchaser).
	property (is) as security	
	b) Constitution of the	Company
	Property/concern/	
,	person/body/authority	
	offering the property for	
	creation of charge.	
	c) State as to under what	
	capacity is security offered	
	(whether as joint applicant or	
	borrower or as guarantor, etc.)	
7.	Complete or full description of	A residential flat admeasuring about 1350 sq.
	the immovable property(ies)	ft. area, bearing flat no. 702 on the 7th floor
	offered as security for creation	(alongwith 2 car parking spaces on the
	of mortgage whether	Ground and Third floor in the Stilt Parking)
	equitable/ registered	of the building known as "Shanta Shivam
	mortgage.	Co-Operative Housing Society Ltd."

				,		
		Gat No.  Door No. house proper		land admea bearing Cad sq. mtrs., be of Malabar bearing Plot and situate Village of M the Registra Mumbai City As above	on all that piece asuring about (i) lastral Survey No. earing Cadastral S and Cumballa Nos. 96B and 960 at Babulnath Ro falabar, Mumbai C tion District and y.	251 sq. mtrs 1/433, (ii) 274 urvey No. 433 Hill Division, C, lying, being ad (Gamdevi), City District, in
		•	up area in	713 above		
	(i)	the place,		(Gamdevi), V	and situate at Ba Tillage of Malabar, se Registration Dis umbai City.	Mumbai City
	(j)	Boundaries		N/A		
4.	(a) 1 certii	Nature of dooffied copies or Only	cuments verif registration ex Originals		ed extracts	· ·
	SI. No.	Date	Name Nature Document	e of the	Original/certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate
	1	21.02.2008	of Transfer February, 20	dated Deed dated 21st 08, executed Mrs. Renu	Original	Original scrutinized by us
<del></del> -						Q MUMBAI

 				· · · · · · · · · · · · · · · · · · ·
		Sharma as the		
		"Transferor" of the one		
		part and M/s. PACL Ltd.,		
		as the "Transferee" of the		
		other part (duly stamped		
		and document registered		
ļ.		under serial BBI2-01158-		:
		2008 by Sub-Registrar		
		Mumbai City) (Alonwith		
		Registration Receipt and		
		Stamp Duty Receipt).		
 2	31.01.2005	Original Registered Deed	Original	Original
	01.01.2000	of Transfer dated 31st	Original	scrutinized
		January, 2005, executed		by us
		between M/s. Orbit		
		Cybertech Ltd., as the		
		"Developers" of the one		
		part and Mrs. Renu		
		Sharma as the		
		"Purchaser" of the other		
		part, (duly stamped and		
		document registered		
		under serial BBI1-00902-		
		2005 by Sub-Registrar		
		Mumbai City). (Alonwith		
		Registration Receipt and		
		Stamp Duty Receipt).		
3		Copy of Share Certificate	Xerox Copy	Original not
		no. 4 consisting of 5 shares		scrutinized
		from 16 to 20 standing in		by us
		the name of M/s. PACL		
		Ltd., as the bonafide		
		member of Shanta Shivam		
		Co-Operative Housing		
		Society Ltd.		
	22.04.2002	,		
4	23.04.2003	Copy of Commencement	,,	
		Certificate no.		San a
 			· · · · · · · · · · · · · · · · · · ·	MUMBAI)

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	<del>-</del> 1					T
			EEBPC/8329/D/A dated			
			23/04/2003 issued by the Municipal Corporation of			
			Greater Mumbai.			
	5		Surety Register for the	,,		,,
			Town and Island of Bombay.			
	6	04.03.2005	Copy of Part Occupation Certificate no.		) 	,,
			EB/8329/D/A dated			
			04/03/2005 issued by the			
			MCGM.			
	7		Copy of Typical Floor Plan.	,,		,
5.	Whe	ther certified	d copy of all title docum	nents are	To be	lverified
	obta	ined from the	e relevant sub-registrar o	ffice and		`
	com	pared with th	ne documents made availab	ole by the		
			igor? (Please also enclose			
	the 7	•	and relevant fee receipts a	alongwith		,
6.	d) V	Vhether the r	ecords of registrar office of	r revenue	No.	
			evant to the property in que			
			verification through any onl	ine portal		ļ
		r computer sy				
	i .		e/computer records are		No	
		_	verification or cross chec comments/findings in this re	•		
	f) V	Vhether the	genuineness of the stamp	paper is	No	
	p	ossiblè to be	got verified from any onli	ine portal		
	a	nd if so whetl	ner such verification was ma	de?		
7.			red as security falls wi	thin the	Mumba	ai
	ju	ırisdiction of	which sub-registrar office?			
			possible to have registr		No.	
			respect of the property in one office of sub-registrar	_		OHAR OC
				,		L MUMBAI

	registrar/registrar- general. If so, please name all such offices?	
	g) Whether search has been made at all the offices named at (b) above?	Yes
	h) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.  In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	Separate sheet is attached herewith
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership Rights
10.	If Leasehold whether  f) lease Deed is duly stamped and registered  g) lessee is permitted to mortgage the Leasehold right,	NA
	<ul> <li>h) duration of the Lease/unexpired period of lease,</li> <li>i) if, a sub-lease, check the lease deed in favour of</li> <li>. Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.</li> </ul>	NA
÷	j) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N/A
	If Govt. grant/allotment/Lease-cum/Sale Agreement,	N/A

	Sandala Anton - Sandala Anton Sandala (1980)	
	d) grant/agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	
	e) the mortgagor is competent to create charge on such property.	
	f) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is abailable	
12.	If occupancy right, whether;	
	a)Such right is heritable and transferable,	Yes
	b)Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N/A
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N/A
	i) The Gift/Settlement Deed is duly stamped and registered;	
	j) The Gift/Settlement Deed has been attested by two witnesses;	
	k) The Gift/Settlement Deed transfers the property to Donee;	
	l) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	
	m) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	
	n) Whether the Donee is in possession of the gifted property;	O'AR &
	•	(   B   A

	o) Whether any life interest is reserved for the	
	Donor or any other person and whether there is a	
	need for any other person to join the creation of	
	mortgage;	·
	p) Any other aspect affecting the validity of the title	
	passed through the gift/settlement deed.	,
15.	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N/A
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N/A
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N/A
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/complied with.	N/A
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N/A
16.	Whether the title documents include any testamentary documents / wills?	N/A
	g) In case of wills, whether the will is registered will or unregistered will?	
	h) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	i) Whether the property is mutated on the basis of will?	
	j) Whether the original will is available?	
Ì	k) Whether the original death certificate of the testator is available?	
3.	I) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of	YAR &
	relevant to rely on the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Q MUME

<b>17.</b>	d) Whether the property is subject to any wakf rights?	N/A
	e) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N/A
	f) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N/A
18.	c) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N/A
	d) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N/A
19.	e) Whether the property belongs to any trust or is subject to the rights of any trust?	N/A
	f) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N/A
	g) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N/A
,	h) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	N/A
20.	d) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	N/A
	e) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N/A
	f) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N/A
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	N/A
22.	c) Whether the property is subject to any pending or proposed land acquisition proceedings?	N/A

| |

		<u> </u>
,	d) Whether any search/enquiry\ is made with the Land Acquisition Office and the outcome of such search/enquiry.	N/A
23.	c) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	N/A
	d) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N/A
24.	d) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N/A
	e) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N/A
	<ul> <li>f) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.</li> </ul>	N/A
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	Yes
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N/A
27.	i) Whether any POA is involved in the chain of title?	N/A
	j) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour ofthe builder/developer and as such is irrevocable as per law.	N/A
	k) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz.  Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).	N/A
	1) I4 (D :1.1 / DC) A - 1 - (I - (C) - I - (C) - (C) - I - (C) - I - (C) - (C) - I - (C)	NT/A
	l) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N/A

	i Whether the original POA is verified and the title investigation is done on the basis of original POA?	N/A
	ii Whether the POA is a registered one?	
	iii Whether the POA is a special or general one?	
	iv Whether the POA contains a specific authority for execution of title document in question?	
•	n) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	
	o) Please comment on the genuineness of POA?	N/A
	p) The unequivocal opinion on the enforceability and validity of the POA?	N/A
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	N/A
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	N/A
	r) Promoter's/Land owner's title to the land/ building;	Yes
	s) Development Agreement/Power of Attorney;	NA
	t) Extent of authority of the Developer/builder;	N/A NA
	u) Independent title verification of the Land and/or building in question;	Yes
	v) Agreement for sale (duly registered);	Yes
	w) Payment of proper stamp duty;	No
	x) Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes, approved
	y) Approval of building plan, permission of appropriate/local authority, etc.;	Yet
	z) Conveyance in favour of Society/ Condominium concerned;	Yes
	aa) Occupancy Certificate/allotment letter/letter of possession;	Yes Verified
		(E MUMBAI

	bb) Membership details in the Society etc.;	N/A
	cc) Share Certificates;	
	dd) No Objection Letter from the Society;	N/A
	ee) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	N/A
	ff) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	NA
	gg)If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	hh)Whether the numbering pattern of the Propertys/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Nil
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA
33.	<ul> <li>c) Urban land ceiling clearance, whether required and if so, details thereon.</li> <li>d) Whether No Objection Certificate under the Income Tax Act is required/obtained.</li> </ul>	N/A
34.	Details of RTC extracts/mutation extracts/ Katha Pertaining to the property in question.	NA
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	NA
36.	<ul> <li>d) Whether the property offered as security is clearly demarcated?</li> <li>e) Whether the demarcation/ partition of the property is legally valid?</li> <li>f) Whether the property has clear access as per documents?</li> </ul>	N/A
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?  e) Document in relation to electricity connection;  f) Document in relation to water connection;  g) Document in relation to Sales Tax Registration, if	Yes

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38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	NA
39.	<sup>1</sup> If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	Nil
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N/A
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	N/A
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	Equitable Mortgage recommended
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	IIT INSURANCE BROKING AND RISK MANAGEMENT PRIVATE LIMITED (Proposed Purchaser)

# (35p)

# ANNEXURE - 1: FLOW OF TITLE

- 1. It is observed from the document submitted before us that, originally by an Indenture of Lease for 999 years which was created on 24.03.1927, one Mr. Bai Zaverbai as the "Lessee" became well possessed and entitled to all that pieces or parcel of land admeasuring about 251 sq. mtrs bearing Cadastral Survey No. 1/433, of Malabar and Cumballa Hill Division, bearing Plot Nos. 96B and 96C, lying, being and situate at Babulnath Road (Gamdevi), Village of Malabar, Mumbai City District, in the Registration District and Sub-District of Mumbai City.
- It is also observed that by an Indenture of Assignment dated 30.01.1939, the said Mr. Bai Zaverbai assigned the leasehold rights for the residual period to Mr. Sagardatt Chhajuram.
- 3. It is observed that by an Indenture of Assignment dated 19.11.1960, the said Mr. Sagardatty Chhajuram assigned the leasehold rights for the residual period in favour of Mrs. Shantaben Dhanalaxmi Shambulal Nayak.
- 4. It is also observed that pursuance to her death, her legal heir, Mr. Kirit Kumar Shambulal Nayak by an Agreement dated 30.08.2001 agreed to grant development rights in respect of the aforesaid property to M/s. Orbit Cybertech Ltd., for valuable consideration. Further executed a registered Development Agreement dated 21.09.2002 in favour of M/s. Orbit Cybertech Ltd.
- 5. It is observed that by an Indenture of Lease dated 09.02.1927, for a period of 999 years one Mr. Bai Zaverbai became entitled to all that pieces or parcel of land admeasuring about 274 sq. mtrs., bearing Cadastral Survey No. 433 of Malabar and Cumballa Hill Division, bearing Plot Nos. 96B and 96C, lying, being and situate at Babulnath Road (Gamdevi), Village of Malabar, Mumbai City District, in the Registration District and Sub-District of Mumbai City, hereinafter referred as the second property.
- 6. It is also observed that by an Indenture of Assignment dated 25.03.1960, the said Mr. Bai Zaverbai assigned the leasehold rights for the residual period in favour of Ambalal Bhailal Patel and another.

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- 7. It is observed that pursuance to the death of Ambalal Bhailal Patel, his legal heirs Jasoda Ambalal Patel and others by a Deed of Assignment dated 13.12.1990 assigned the leasehold rights for the residual period in favour of Mrs. Komal K. Somaiah.
- 8. It is further observed that by two separate Deed of Assignment dated 19.10.1992, the said Mrs. Komal K. Somaiah assigned the leasehold rights for the residual period in favour of Mr. Yeshwant H. Sampat.
- 9. It is also observed that by a Deed of Assignment dated 27.08.1997, the said Mr. Yeshwant H. Sampat further assigned the leasehold rights in favour of M/s. Sumo Estates and M/s. Escorts Estates.
- 10. It is further observed that by a Registered Deed of Assignment date 1st August, 2002, the said M/s. Sumo Estates and M/s. Escorts Estates assigned the rights, title and interest in respect of the aforesaid second property in favour of M/s. Orbit Cybertech Ltd.
- 11. It is further observed that the said M/s. Orbit Cybertech Ltd obtained necessary permission alongwith the Commencement Certificate no. EEBPC/8329/D/A dated 23/04/2003 issued by the Municipal Corporation of Greater Mumbai to construct residential building on the said property with a view to sell the flats and premises in such constructed building to prospective purchaser on ownership basis.
- 12. It is also observed that by a Registered Deed of Transfer dated 31st January, 2005, executed between M/s. Orbit Cybertech Ltd., as the "Developers" of the one part and Mrs. Renu Sharma as the "Purchaser" of the other part, (duly stamped and document registered under serial BBI1-00902-2005 by Sub-Registrar Mumbai City), the purchaser purchased the captioned Property and obtained quiet, vacant and peaceful possession of the said flat.
- 13. It is observed that the residents of the said building formed a Co-Operative Housing Society In the name of Shanta Shivam Co-Operative Housing Society Ltd., registered vide registration no. MUM/WD/HSG(TC)8533 of 2005-2006 registered under the Provisions of Maharashtra Co-Operative Societies Act, 1960. Further the Society had allotted Share Certificate no. 4 consisting of 5 shares from 16 to 20 to Mrs. Renu Sharma as the bonafide member of Shanta Shivam Co-Operative Housing Society Ltd.

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- 14. It is also observed that by a Registered Deed of Transfer dated 21st February, 2008, executed between Mrs. Renu Sharma as the "Transferor" of the one part and M/s. PACL Ltd., as the "Transferee" of the other part (duly stamped and document registered under serial BBI2-01158-2008 by Sub-Registrar Mumbai City), the Transferee purchased the captioned flat and obtained quiet, vacant and peaceful possession of the said flat. Further the Society had transferred the share into the name of the Transferee.
- 15. It is observed that M/s. PACL LTD., had paid the full consideration and obtained quiet, vacant and peaceful possession of the said flat.
- 16. We are of the opinion that, M/s. PACL LTD., paid the full consideration to the Transferor and obtained quiet, vacant and peaceful possession of the captioned flat, also have a clear, valid and marketable title free from all encumbrances to the said Flat.

Place: Mumbai

Signature of the Averocat

- Note:- 1) Please reconfirm that the lien of the Bank is marked in the records of the Society, subsequent to disbursement of the loan.
  - 2) Equitable mortgage does not reflect in the property records.
  - 3) Please obtain the originals vetted before disbursement of loan.
  - 4) Compulsory Registration of Equitable Mortgage effective from 01/04/2013, by way of intimation by the mortgagor in the concerned subregistrar office.
  - 5) It is advisable that the genuineness of the original documents has to be compulsorily to be cross verified with certified copies of the documents registered with concerned Sub-Registrar office.

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हवाली करावा.	सादरकर्ता ।

ये.का.मु. १०,००० पु. (१०० यानी )-दे-२०१४-पीए ४\*-(इए) ३५५

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# Sandeep M. Kini

B/103, Giriraj Tower, Gokul Dham Complex, Vartak Road, Virar (West) - 401 303

# SEARCH REPORT

Date: December 2, 2013

To, M/s. Padiyar & Co. Advocate High Court

Fort, Mumbai-400 001.

Sub: Investigation of the Title in respect of A residential flat admeasuring about 1350 sq. ft. area, bearing flat no. 702 on the 7th floor (alongwith 2 car parking spaces on the Ground and Third floor in the Stilt Parking) of the building known as "Shanta Shivam Co-Operative Housing Society Ltd." constructed on all that pieces or parcel of land admeasuring about (i) 251 sq. intrs bearing Cadastral Survey No. 1/433, (ii) 274 sq. mtrs., bearing Cadastral Survey No. 433 of Malabar and Cumballa Hill Division, bearing Plot Nos. 96B and 96C, lying, being and situate at Babulnath Road (Gamdevi), Village of Malabar, Mumbai City District, in the Registration District and Sub-District of Mumbai City.

# A/C - IIT INSURANCE BROKING AND RISK MANAGEMENT PRIVATE LIMITED (Proposed Purchaser)

Mumbai - LSR No.641/13.

Dear Sir,

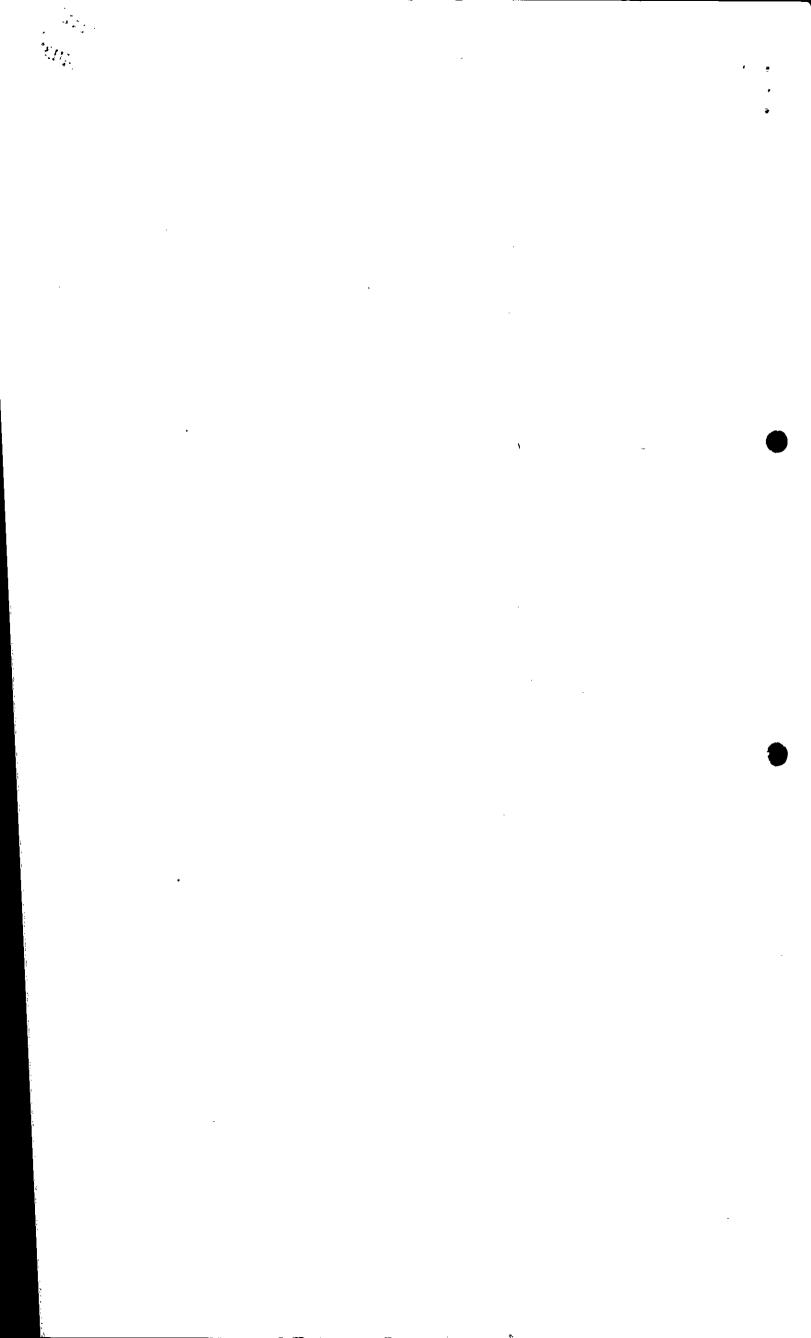
YEAR

As per your instruction, I have taken search of the above-mentioned property in the Sub – Registrar office at Mumbai from the year of 1984 to 2013.

# SUB - REGISTRAR OFFICE AT MUMBAI FOR 30 YEARS.

LIEN / CHARGE

	,
1984	Nil
1985	Nil
1986	Nil
1987	Nil
1988	Nil
1989	Nil
1990	Nil
1991	Nil

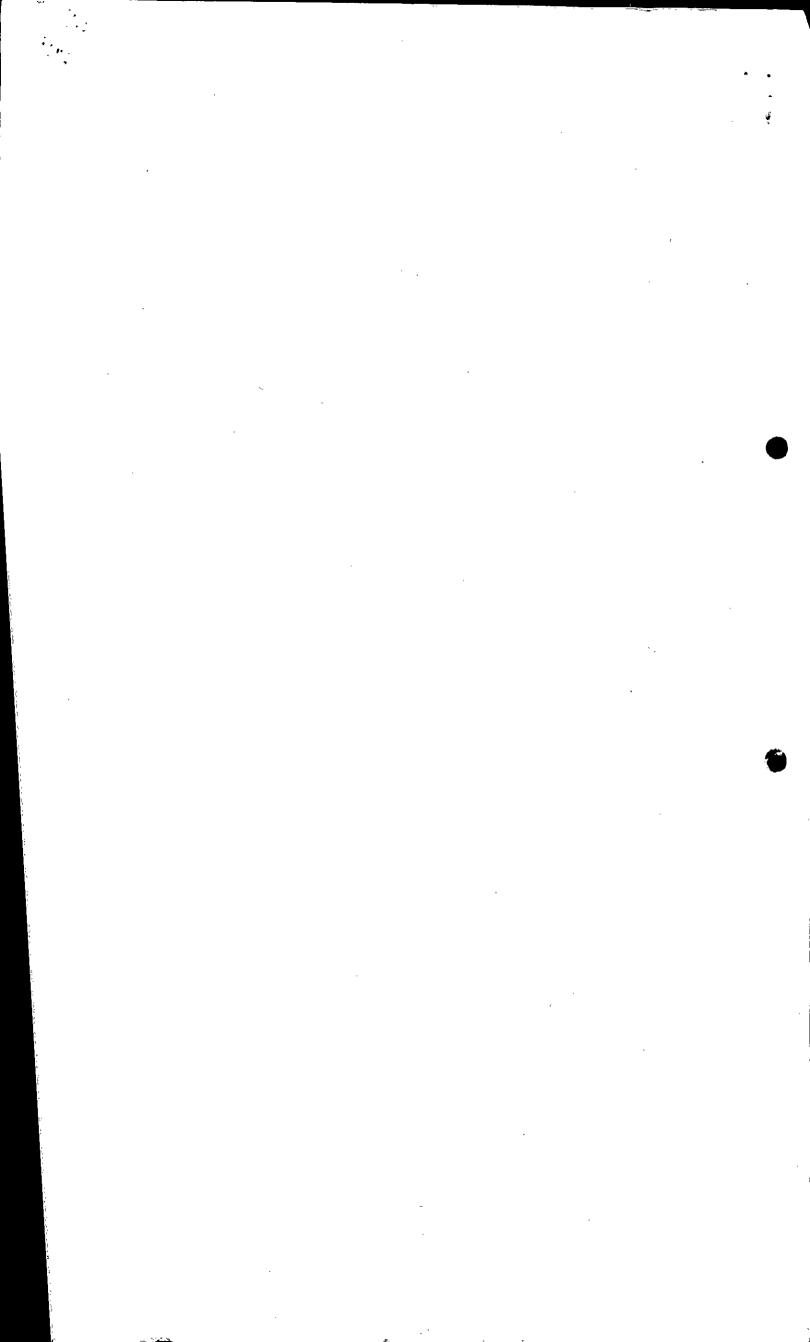


(221)

1992	Nil
1993	Nil
1994	Nil
1995	Nil
1996	Nil .
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Registered Development Agreement dated 21.09.2002 in favour of
	M/s. Orbit Cybertech Ltd.
2003	Nil
2004	Nil
2005	Registered Deed of Transfer dated 31st January, 2005, executed
	between M/s. Orbit Cybertech Ltd., as the "Developers" of the one
	part and Mrs. Renu Sharma as the "Purchaser" of the other part, (duly
	stamped and document registered under serial BBI1-00902-2005 by
•	Sub-Registrar Mumbai City).
2006	Nil
2007	Nil
2008	Registered Deed of Transfer dated 21st February, 2008, executed
	between Mrs. Renu Sharma as the "Transferor" of the one part and
	M/s. PACL Ltd., as the "Transferee" of the other part (duly stamped
	and document registered under serial BBI2-01158-2008 by Sub-
	Registrar Mumbai City)
2009	Nil
2010	Nil
2011	Nil
2012	Nil
2013	Nil
	·

The Government Fee is paid vide receipt No. 24319 /13 dated 27/09/2013. Truly yours

Sandeep M. Kini





Tuesday, June 06, 2017

Nodal Officer cum Secretary to the Committee
Hon'ble Mr. Justice R.M. Lodha (Retd.)Committee
Constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri,
New Delhi-110021

Dear Sirs,

This has reference to your letter No. JRMLC/PACL/NO/1754/2017 dated May 01, 2017, addressed to M/s IIT Investrust Limited. The property listed under MR No. 2546-14 and 2547-14, belongs to us.

Kindly find below the brief background of IIT Investrust Limited and our response to your queries:

## Brief Background:

M/s IIT Investrust Limited (incorporated in December 1992) is into the business of stock broking and business consultancy and is a member of the NSE (National Stock Exchange) and the BSE (Bombay Stock Exchange) and Central Depositary Services (India) Limited (CSDL).

The Company is wholly owned subsidiary of M/s. Industrial Investment Trust Limited a NBFC, (a 83 year old company registered with the RBI as an NBFC *vide* the RBI Certificate of Registration bearing No. B-13.01368 dated September 15, 2000) and a Public Listed Company (BSE & NSE) carrying on business of investments and financial services.

Industrial Investment Trust Limited has apart from IIT Investrust Limited (100% Subsidiary), has other operating companies Viz., IITL Projects Limited, a listed company (IITL holds 71.74% equity); IIT Insurance Broking and Risk Management Private Limited, (100% Subsidiary) which is into selling, marketing insurance products, both life and non-life of various insurance companies.

## Response:

We submit our point wise response to the queries raised by you, in your above-referred letter.

a) The Company has purchased flats bearing No.1101 and 1101A, Lokhandwala Galaxy CHS Ltd., Keshavrao Khaday Marg, Byculla (West), Mumbai 400011 from M/s. PACL Ltd., and listed as in M.R. No. 2546-14 and 2547-14.

# Notes:

Since 2011, the Company was exploring to buy a property in South Bombay. However, it could not identify a suitable property for a long time.

An advertisement appeared in the Times of India, Mumbai edition, on August 24, 2013, issued by M/s PACL Limited, and the company responded to the same.

#### Page 1

Before acquiring the property, the Company satisfied itself about the free and marketable title of M/s PACL Ltd, to the property by engaging M/s Padiyar & Co. Advocates and Legal Consultants, who vide their letter dated October 03, 2013 have confirmed the free and marketable title (Copy appended)

In addition, the Company also procured the valuation of the flat by engaging M/s S.N.Samdani and Associates (Government Regd Valuers, Chartered Engineers and Project Consultants, (Copy appended), The flat was valued at Rs. 4,71,30,000/- (Rupees Four Crores Seventy One Lacs Thirty Thousand Only).

The Company after negotiations with M/s PACL Ltd., decided to purchase the said flat at Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lacs only) which was entirely funded from the Company's own funds. A sum of Rs. 4,45,50,000 (Rupees Four Crores Forty Five Lacs and Fifty Thousand Only) net of tax was remitted to PACL.

The Deed of Transfer was entered into on November 15, 2013, and the flat was registered with the Office of Sub-Registrar on November 20, 2013.

- b) The company is into business of stock broking and business consultancy. The Company has not done any business with PACL Limited and any of its group companies.
- c) The Company does not have any relation/association with PACL Limited and any of its group companies.
- d) There is no pecuniary or otherwise gains from PACL limited.
- e) The Company has no financial dealings with PACL Ltd. or its group companies whatsoever in the form of either loan / advances provided or taken.

As the said property is a bona-fide acquisition, after completing due diligence of the title and due process of valuation of the property, we would request you to delete the name of the property from the auction list.

If any additional information is required, we would be too glad to furnish the same.

Thanking you

Yours faithfully

For IIT nvestrust Limite

G. Jeevanantham

Director

Encl: A/a

(118) (+39)

# Padiyar & Co.

Advocates & Legal Consultants
307. M K Bhavan, 300 S. B. S. Road, Fort, Mumbai + 400001

(31) : 9323802133

Tel : 30205439/22641533

Fax : 22641503

Email: padiyarco@yahoo.co.in

REF: PC/Gen/LSR - 640/13

October, 3, 2013

# Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	
-	,	Instruction received from the IIT INVESTRUST LTD (Proposed Purchaser).
	c) Name of the Borrower	IIT INVESTRUST LTD.(Proposed Purchaser)
2.	a) Name of the Property/concern/ company/person offering the property (is) as security	IIT INVESTRUST LTD. (Proposed Purchaser)
	b) Constitution of the Property/concern/ person/body/authority offering the property for creation of charge.	Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	
3.	a) Complete or full description of the immovable property(ies) offered as security for creation of mortgage whether equitable/registered mortgage.	Residential flats admeasuring about (i) 1247 sq. fts., super built up area bearing Flat No. 1101 and (ii) admeasuring about 324 sq. ft. super built up area, bearing flat no. 1101 A, on the 11th Floor of the building known as "Lokhandwala Galaxy Co-Operative Housing Society Ltd." constructed on all that pieces or parcel of land admeasuring about

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				9	District and Su	D-DISTRICT OF
				Mumbai City.		
	b)Gat No.			As above		
	c)Door No. (in case of house			Flat No. 1101 and 1101 A		
	property)			•		
	d)Extent/area including			As above		
	plinth/built up area in case of					
	house property					
	e)Locations like name of the			lying, being as	nd situate at N. M	1. Joshi Marg,
	place, village, city,			Byculla (W), M	1umbai 400 027, Vi	llage Byculla,
	registration, sub-district, etc.			Mumbai City	District, in the	Registration
•				District and Su	ib-District of Mum	bai City.
	(f) Boundaries			N/A		
4.	1) Pa	rticulars of th	e documents	scrutinized - se	rially and chronolo	gically
	(a) Nature of documents verified and as to whether they are originals of					
	certified copies or registration extracts duly certified			tified		
	Note: Only Originals			or Certifi	ed extracts	from the
	regis	tering/lan/re	venue/other	authorities be e	xamined	
•	SI.	Date	Name Natu	re of the	Original/certifi	In case of
	No.		Document		ed copy/certified	copies, whether the
					extract/photoco	original was
				py, etc.	scrutinized by the	
						advocate
	1	16.04.2005	Registered	Deed of	Xerox copy	Original not scrutinized
	Transfer da		ted 16th April,		by us	
			2005 exec	uted between		
			M/s. Saiki	rupa Builders		
			and Develo	pers Pvt. Ltd.,		
	part and M,			ers" of the one		
				s. PACL India	•	
				e "Transferee"		TARRE
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(216) (27)

2 16.04.2005	stamped and document registered under serial BBI2-03679-2005 by Sub-Registrar Mumbai City)  Original Registered Deed of Transfer dated 16th April, 2005 executed between M/s. Saikrupa Builders and Developers Pvt. Ltd., as the "Sellers"	Original	Original scrutinized by us
	of the one part and M/s.  PACL India Ltd., as the "Transferee" of the other part (duly stamped and document registered under serial BBI2-03678- 2005 by Sub-Registrar Mumbai City)		
3	Copy of two Share Certificates no.50 and 51 consisting of 10 shares from 246 to 255 standing in the name of M/s. PACL India Pvt. Ltd., as the bonafide member of Lokhandwala Galaxy Co- Operative Housing Society Ltd.		,,
4 04.10.2002	Copy of Title Certificate dated 04.10.2002 issued by the Advocate, Pravin Mehta & Mithi & Co.		
5 23.01.2003	Copy of Commencement Certificate no. EEBPC/5724/E/AR dated		""

	23/01/2003 issued by the Municipal Corporation of Greater Mumbai.	
	6 Power of Attorney issued by Mohammed A. Lokhandwala and another in favor of Mr. Rajesh L Chavan and another.	
	7 Copy of Typical Floor Plan.	
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts alongwith the TIR	
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	]
7.	d) Property offered as security falls within the jurisdiction of which sub-registrar office?	Mumbai
	e) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar- general. If so, please name all such offices?	No.
	f) Whether search has been made at all the offices named at (b) above?	Yes Q MUMB

	g) Whether the searches in the offices of registering	No.	
	authorities or any other records reveal		i   
	registration of multiple title documents	·	<u>.</u> 
	in respect of the property in question?		
8.	Chain of title tracing the title from the oldest title deed	Separate sheet is	
	to the latest title deed establishing title of the property	attached herewith	
	in question from the predecessors in title/interest to		
	the current title holder. And wherever Minor's interest		
	or other clog on title is involved, search should be		
	made for a further period, depending on the need for	!	
	clearance of such clog on the Title.		
	In case of property offered as security for loans of		
ļ	Rs.1.00 crore and above, search of title/ encumbrances		
	for a period of not less than 30 years is mandatory.		
	(Separate Sheets may be used)		
9.	Nature of Title of the intended Mortgagor over the	Ownership Rights	
	Property (whether full ownership rights, Leasehold		
	Rights, Occupancy/ Possessory Rights or Inam Holder		
	or Govt. Grantee/Allottee etc.)		-
10.	If Leasehold whether	NA	
	a) lease Deed is duly stamped and registered		
	b) lessee is permitted to mortgage the Leasehold right,		
-	c) duration of the Lease/unexpired period of lease,		er en
	d) if, a sub-lease, check the lease deed in favour of	NA	
	Lessee as to whether Lease deed permits sub-		
	leasing and mortgage by Sub-Lessee also.		
	e) Whether the leasehold rights permits for the	N/A	
	creation of any superstructure (if applicable)?	11,11	
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement,	N/A	
	whether:	,	
	a) grant/agracoment at provides for aliqueble		
	a) grant/agreement, etc. provides for alienable		
	rights to the mortgagor with or without conditions,		
	CORUMONS,		
	b) the mortgagor is competent to create charge on	(S) A B	
		## / 20,120 A A 1	0]}

	such property	
	c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is abailable	
12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for	N/A
	coming to such conclusion.	
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N/A
	i) The Gift/Settlement Deed is duly stamped and registered,	
	ii) The Gift/Settlement Deed has been attested by two witnesses;	
	iii) The Gift/Settlement Deed transfers the property to Donee;	
	iv) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	in the second of
	v) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	
	vi) Whether the Donee is in possession of the gifted property;	
i	vii) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	
		TARO

	viii) Any other aspect, affecting the validity of the title	
	passed through the gift/settlement deed.	
	passed through the girly settlement deed.	
15.	a. In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N/A
	b. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N/A
	c. Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N/A
-	d. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/complied with.	N/A
	e. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N/A
16.	Whether the title documents include any	N/A
	testamentary documents / wills?	
	a) In case of wills, whether the will is registered will or unregistered will?	
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	c) Whether the property is mutated on the basis of will?	:
	d) Whether the original will is available?	
	e) Whether the original death certificate of the testator is available?	
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	
17.	a) Whether the property is subject to any wakf rights?	N/A
	b) Whether the property belongs to church/ temple	N/A
	or any religious/other institutions having any	6

restriction in creation of charges on such properties?  c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?  18. a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.  b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  19. a) Whether the property belongs to any trust or is subject to the rights of any trust?  b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?  c) If so additional precautions/permissions to be obtained for creation of valid mortgage?  d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter  20. a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.  b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?  c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.  21. Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.).  22. a) a) Whether the property is subject to any pending or proposed land acquisition proceedings?  b) Whether any search/enquiry\ is made with the Land Acquisition Office and the outcome of such search/enquiry.			· · · · · · · · · · · · · · · · · · ·
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Land Acquisition Office and the outcome of such search/enquiry.	22.	pending or proposed land acquisition	N/A
23. a) Whether the property is involved in or subject N/A		Land Acquisition Office and the outcome of such	N/A
	23.	a) Whether the property is involved in or subject	N/A QUARE

matter of any hitigation which is pending or concluded?  b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  24. a) In case of partnership firm, whether the property belongs to the firm and the deed is property pelongs to the firm and the deed is property registered.  b) Property belonging to partners, whether formalities for the same have been completed as per applicable laws?  c) Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.  25. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrat (ROC), Articles of Association / provision for common seal etc.  26. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  27. Whether any POA is involved in the chain of title?  a) Whether the POA involved is one coupled with interest, i.e. a Development Agreement cumpower of Attorney If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/ Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is a separation in the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in			
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b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrar (RCC), Articles of Association / provision for common seal etc.  In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  Whether any POA is involved in the chain of title?  Whether any POA is involved in the chain of title?  a) Whether the POA involved is one coupled with interest, i.e. a Development Agreement cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?		affect the creation of a valid mortgage or have	N/A
whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registra (RCC), Articles of Association / provision for common seal etc.  In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  Whether any POA is involved in the chain of title?  a) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?	24.	property belongs to the firm and the deed is	N/A
mortgage has/have authority to create mortgage for and on behalf of the firm.  Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrar (ROC), Articles of Association / provision for common seal etc.  In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  Whether any POA is involved in the chain of title?  Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?		whether thrown on hotchpot? Whether formalities for the same have	N/A
check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrar (ROC), Articles of Association / provision for common seal etc.  26. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  27. Whether any POA is involved in the chain of title?  a) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz.  Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?		mortgage has/have authority to create mortgage	N/A
authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  27. Whether any POA is involved in the chain of title?  A) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz.  Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?	25.	check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrar (ROC), Articles	Yes
a) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz.  Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?	26.	authority/power to borrower and whether the mortgage can be created, and the requisite resolutions,	N/A
interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  b) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz.  Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?	27.	Whether any POA is involved in the chain of title?	N/A
holder, please clarify whether the POA involved is  (i) one executed by the Builders viz.  Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii) other type of POA (Common POA).  c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?		interest, i.e. a Development Agreement-cum- Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such	N/A
of POA is available and the same has been verified/compared with the original POA.  d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?		holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/Propertys (Builder's POA) or (ii)	N/A
Builder's POA), please clarify the following clauses in respect of POA.  a. Whether the original POA is verified and the title investigation is done on the basis of original POA?	,	of POA is available and the same has been	N/A
title investigation is done on the basis of original POA?		Builder's POA), please clarify the following clauses	N/A
b. Whether the POA is a registered one?		title investigation is done on the basis of original	N/A
		b. Whether the POA is a registered one?	OF AR &

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d. Whether the POA is a special or general one?  d. Whether the POA contains a specific authority for execution of title document in question?  e) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registera also?)  Please comment on the genuineness of POA?  N/A  n)The unequivocal opinion on the enforceability and validity of the POA?  Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  19. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  N/A  N/A	d. Whether the POA contains a specific authority for execution of title document in question?  e) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)  Please comment on the genuineness of POA?  N/A  f)The unequivocal opinion on the enforceability and validity of the POA?  28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  N/A  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);		
for execution of title document in question?  e) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)  Please comment on the genuineness of POA?  f)The unequivocal opinion on the enforceability and validity of the POA?  8. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  19. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  N/A	for execution of title document in question?  e) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)  Please comment on the genuineness of POA?  N/A  f)The unequivocal opinion on the enforceability and validity of the POA?  Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);	DA is a special or general one?	
or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)  Please comment on the genuineness of POA?  N/A  1) The unequivocal opinion on the enforceability and validity of the POA?  Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)  Please comment on the genuineness of POA?  N/A  1)The unequivocal opinion on the enforceability and validity of the POA?  N/A  Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  N/A  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);		
f)The unequivocal opinion on the enforceability and validity of the POA?  28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney; c) Extent of authority of the Developer/builder;  N/A  d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered); f) Payment of proper stamp duty; g) Requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate/local authority, etc.; i) Conveyance in favourof Society/Condominium concerned; j) Occupancy Certificate/allotment letter/letter of possession; k) Membership details in the Society etc.;  N/A	f)The unequivocal opinion on the enforceability and validity of the POA?  28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  C) Extent of authority of the Developer/builder;  N/A  N/A  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);	e invalid on the date of execution ent in question? (Please clarify me has been ascertained from	A
28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  The Notice of the Power of Attorney is properly executed to the land and/or building in question;  N/A  N/A  N/A  Yes  Yes  Yes  Yes  Yes  Yes  Yes  Ye	validity of the POA?  28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  N/A  A) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);	nt on the genuineness of POA?  N/A	A
holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  N/A  I) Share Certificates;	holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  N/A  A  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);	I opinion on the enforceability and N/AA?	A
29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  T) No Observing Note of the Content of the land/builder;  NA  Yes  Yes  Yes  Yes  Yes  Verified  N/A	29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);	the powers given therein and same is properly authenticated in terms of the	
residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  li Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  m) No Otherwise Latter (and the Society etc.;  m) No Otherwise Latter (an	residential/commercial complex, check and comment on the following:  a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  Yes  Yes		: .
a) Promoter's/Land owner's title to the land/building; b) Development Agreement/Power of Attorney; c) Extent of authority of the Developer/builder; N/A NA  d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered); f) Payment of proper stamp duty; g) Requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate/local authority, etc.; i) Conveyance in favourof Society/Condominium concerned; j) Occupancy Certificate/allotment letter/letter of possession; k) Membership details in the Society etc.; T) No Occupancy Certificates;	a) Promoter's/Land owner's title to the land/building;  b) Development Agreement/Power of Attorney;  c) Extent of authority of the Developer/builder;  N/A  NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  No	·	<b>A</b>
c) Extent of authority of the Developer/builder;  N/A NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  T) No Verified  N/A  N/A  N/A  Yes  Yes  Yes  Yes  Verified  N/A	c) Extent of authority of the Developer/builder;  N/A  N/A  NA  d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  No.	nd owner's title to the land/	•
d) Independent title verification of the Land and/or building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  T) No Objective Method and/or Yes  Yes  Yes  Yes  Yes  Yes  Yes  Yes	d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered);  No. No.	greement/Power of Attorney; NA	
building in question;  e) Agreement for sale (duly registered);  f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  T) No Observed Yes  Yes  Yes  Yes  Yes  Yes  Yes  Yes	building in question;  e) Agreement for sale (duly registered);  Yes	1 1 1 1 1 1 1	
f) Payment of proper stamp duty;  g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  m) No Yes, approved  Yet  Yet  Yes  Yes  Verified  N/A	e) Agreement for sale (duly registered);		
g) Requirement of registration of sale agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  T) No Objective Letter (see the Center of possession)  Yes  Yes  Yes  Yes  Yes  Yes  Yes  Ye	f) Payment of proper stamp duty;	ale (duly registered);	:
agreement, development agreement, POA, etc.;  h) Approval of building plan, permission of appropriate/local authority, etc.;  i) Conveyance in favourof Society/Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  T) Na Objective Letter (see the General Content of the Sale and Sale a		per stamp duty;	
i) Conveyance in favourof Society/ Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  The Management of building plan, permission of appropriate/local authority, etc.;  Yes  Yes  Yes  Verified  N/A	g) Requirement of registration of sale	or registration of sale	approved
i) Conveyance in favourof Society/ Condominium concerned;  j) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  N/A  l) Share Certificates;	n) Approval of building plan, permission of	building plan, permission of	
b) Occupancy Certificate/allotment letter/letter of possession;  k) Membership details in the Society etc.;  l) Share Certificates;	1) Conveyance in favourof Society/	n favourof Society/	
k) Membership details in the Society etc.;  N/A  I) Share Certificates;	J) Occupancy Certificate/allotment letter/letter	Certificate/allotment letter/letter Yes	,
l) Share Certificates;	Verified	·	fied
No Objection I and Control of the Co	IN/A	IN/A	4
m) No Objection Letter from the Society;  N/A  N/A	l) Share Certificates;		
	m) No Objection Letter from the Society; N/A	ter from the Society; N/A	HAR O

[		
	n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	N/A
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Yes
	q) Whether the numbering pattern of the Propertys/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Nil
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA
33.	<ul> <li>a) Urban land ceiling clearance, whether required and if so, details thereon.</li> <li>b) Whether No Objection Certificate under the Income Tax Act is required/obtained.</li> </ul>	N/A
34.	Details of RTC extracts/mutation extracts/ Katha Pertaining to the property in question.	NA .
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	NA
36.	<ul> <li>a) Whether the property offered as security is clearly demarcated?</li> <li>b) Whether the demarcation/ partition of the property is legally valid?</li> <li>c) Whether the property has clear access as per documents?</li> </ul>	N/A
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?  a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes

38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	NA
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	Nil
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N/A
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	N/A
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	;
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	IIT INVESTRUST LTD.(Proposed Purchaser)

## ANNEXURE - 1: FLOW OF TITLE

1It is observed from the document submitted before us that, Municipal tenanted properties belonging Municipal Corporation of Greater Mumbai (MCGM), being all that pieces or parcel of land admeasuring about 3766.75 sq. mtrs City Survey No. 1952 of Byculla, lying, being and situate at N. M. Joshi Marg, Byculla (W), Mumbai 400 027, Village Byculla, Mumbai City District, in the Registration District and Sub-District of Mumbai City.

H27) (2.6)

- 1. It is also observed that tenants were occupied the structures standing thereon the aforesaid property which were occupied by the tenants prior to the year 1940.
- 2. It is observed that The MCGM has framed guidelines for reconstruction of dilapidated building with higher FSI as the incentive under the guidelines which were approved by the Govt. Maharashtra Urban Development Department under no. TPB/4394/2535/CR/427/UD-1 dated 14.11.1994.
- 3. It is also observed that the tenants occupying the aforesaid property were being desirous of developing the said property had formed themselves into a Co-Operative Housing Society in the name of Laxmi Niwas Co-Operative Housing Society Ltd., registered vide registration no. BOM/W/HSG/(TC)/7964 of 1996-97.
- 4. It is further observed that the said Society vide a Development Agreement dated 8th February, 1997, granted development rights in respect of the aforesaid property to M/s. Saikrupa Builders & Developers Pvt. Ltd.. Further the Society also executed a Power of Attorney dated 11/02/1197.
- 5. It is also observed that by a Tripartite Agreement dated 24/04/1997, executed between the MCGM of the first part and the said Society of the second part, and M/s. Saikrupa Builders & Developers Pvt. Ltd., as the "Developers" of the third part, the MCGM with the confirmation of the Society had granted development rights in respect of the aforesaid property to the Developers.
- 6. It is observed that the MCGM by its Resolution no. 569 of 16th July, 2002, while accepting the recommendation of the Improvement Committee of MCGM, resolved that the separate leases for rehabilitation building and the sale building in respect of the development of the said Laxmi Niwas for a period of 60 years and after expiry of the said period for the renewal or continuation to be considered afresh.
- 7. It is further observed that the said M/s. Saikrupa Builders & Developers Pvt. Ltd., obtained necessary permission alongwith the Commencement Certificate no. EEBPC/5724/E/AR dated 23/01/2003 issued by the Municipal Corporation of Greater Mumbai to construct residential building on the said property with a view to sell the flats and premises in such constructed building to prospective purchaser on ownership basis.
- 8. It is also observed that by a Registered Deed of Transfer dated 16th April, 2005 executed between M/s. Saikrupa Builders and Developers Pvt. Ltd., as the "Sellers" of the one part and M/s. PACL India Ltd., as the "Transferee" of the other part (duly stamped and document registered under serial BBI2-03679-2005 by Sub-Registrar Mumbai City), the Transferee purchased the captioned Flats and obtained quiet, vacant and peaceful possession of the said flat.
- 9. It is observed that the residents of the said building formed a Co-Operative Housing Society in the name of Lokhandwala Galaxy Co-Operative Housing Society Ltd., registered vide registration no. MUM/W (E)/HSG(TC)8546 of the said building formed a Co-Operative Housing Society Ltd., registered vide registration no. MUM/W (E)/HSG(TC)8546 of the said building formed a Co-Operative Housing Society in the name of Lokhandwala Galaxy Co-Operative Housing Society Ltd., registered vide registration no.

(305)

2006 registered under the Provisions of Maharashtra Co-Operative Societies Act, 1960. Further the Society had allotted two Share Certificates no.50 and 51 consisting of 10 shares from 246 to 255 standing in the name of M/s. PACL India Pvt. Ltd., as the bonafide member of Lokhandwala Galaxy Co-Operative Housing Society Ltd.

- 10. It is observed that the M/s. PACL Ltd., obtained quiet, vacant and peaceful possession of the said flats.
- 11. We are of the opinion that, M/s. PACL Ltd, paid the full consideration to the builders and obtained quiet, vacant and peaceful possession of the captioned flats, also have a clear, valid and marketable title free from all encumbrances to the said Flats.

Place: Mumbai

Signature of the sylvocate

- 1) Equitable mortgage does not reflect in the property records.
- 2) Please obtain the originals vetted before disbursement of loan.
- 3) It is advisable that the genuineness of the original documents has to be compulsorily to be cross verified with certified copies of the documents registered with concerned Sub-Registrar office.

पावती क.  24334  Regn. 39 m.  इस्तऐवजाचा अर्जाचा अनुक्रमांक
दिनांक २२ ११ । अस्त २० दस्तऐवजाचा प्रकार— सादर करणाराचे नाव— पुरते , रती , भी र खालीलप्रमाणे फी मिळाली:—
नोंदणी फी नक्कल फी (फोलिओ ) पृष्ठांकनाची नक्कल फी टपालखर्च नकला किंवा जापने (कलम ६४ ते ६७) 1984 में 2013
दंड-कलम २५ अन्वये कलम ३४ अन्वये प्रमाणित नकला (कलम ५७) (फोलिओ इतर फी (मागील पानावरील) कुब हु
" १२११। १३" । रहिण र रेड०/-
राजी तथार होईल व नोदंगीकृत डाकेने पाठवली जाईल.  रोजी तथार होईल व या कामावयीत हम्मार थेईल.  सह जिल्हा निदंबर वर्ग दुर्ज अधिकार
दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या हवाली करावा. सादरकर्ता

ये.का.मु.-१५,००० पु. (१०० पानी )--३-२०१४--पीए ४\*-(इए) ५४%



### Sandeep M. Kini

B/103, Giriraj Tower, Gokul Dham Complex, Vartak Road, Virar (West) - 401 303

#### SEARCH REPORT

Date: October 2, 2013

To,

M/s. Padiyar & Co.
Advocate High Court
Fort, Mumbai-400 001.

Sub: Investigation of the Title in respect of Residential flats admeasuring about (i) 1247 sq. fts., super built up area bearing Flat No. 1101 and (ii) admeasuring about 324 sq. ft. super built up area, bearing flat no. 1101 A, on the 11th Floor of the building known as "Lokhandwala Galaxy Co-Operative Housing Society Ltd." constructed on all that pieces or parcel of land admeasuring about 3766.75 sq. mtrs City Survey No. 1952 of Byculla, lying, being and situate at N. M. Joshi Marg, Byculla (W), Mumbai 400 027, Village Byculla, Mumbai City District, in the Registration District and Sub-District of Mumbai City.

#### A/C - IIT INVESTRUST LTD.(Proposed Purchaser)

Mumbai - LSR No.640/13.

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub – Registrar office at Mumbai from the year of 1984 to 2013.

#### SUB - REGISTRAR OFFICE AT MUMBAI FOR 30 YEARS.

YEAR	LIEN / CHARGE
1984	Nil
1985	Nil
1986	Nil
1987	Nil
1988	Nil
1989	Nil
1990	Nil
1991	Nil
1992	NiI
1993	Nil
1994	Nil



1995	Nii
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Two Registered Deeds of Transfer dated 16th April, 2005 executed
	between M/s. Saikrupa Builders and Developers Pvt. Ltd., as the
	"Sellers" of the one part and M/s. PACL India Ltd., as the
•	"Transferee" of the other part (duly stamped and document registered
	under serial BB12-03679-2005 by Sub-Registrar Mumbai City)
2006	Nil.
2007	·Nil
2008	Nil
2009	Nil
2010	Nil
2011	Nil .
2012	Nil .
2013	Nil- index-II not ready

The Government Fee is paid vide receipt No.24337/13 dated 27/09/2013.

Truly yours

Sandeep M. Kini

(201) (122)

#### S. N. SAMDANI & ASSOCIATES

GOVT. REGISTERED VALUERS, CHARTERED ENGINEERS. PROJECT CONSULTANTS

414. Goyal Trade Centre, Sona Talkies Building, Shantivan, Near National Park, Borivli (East), Mumbai - 400 066. ©: 6505 4149 • Telefax: 2828 0939 • Mobile: 98210-78631 E-mail: snsamdani@gmail.com

## VALUATION ON SEPTEMBER 27 2013 OF FLAT NO 1101 & 1101A PACL INDIA LIMITED OWNED ON 11<sup>TH</sup> FLOOR OF LOKHANDWALA GALAXY BUILDING SITUATED AT N M JOSHI MARG NEAR 'S' BRIDGE BYCULLA (WEST) MUMBAI 400 011

Under instructions from IIT Investrust Limited, We inspected the Flat No. 1101 & 1101A, PACL India Limited owned on 11<sup>th</sup> floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011, on September 27, 2013.

#### **Objective**

This flat is inspected in that context with a view to assessing its fair market value.

The details of the Flat and its valuation are given in Annexe attached with this certificate.

#### Certificate

We certify to the best of our knowledge, ability and belief, and on the basis of the information made available to us and the observations we made during the inspection, that the fair market value on September 27, 2013 of Flat No. 1101 & 1101A, which PACL India Limited owned on 11<sup>th</sup> floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011, in our opinion is Rs.4,71,30,000/- (Rs.Four Crore Seventy One Lacs Thirty Thousand Only).

Date: October 1, 2013

Place: Mumbai

For S. N. SAMDANI & ASSOCIATES

S. N. SAMDANI BE, MIE, FIV

Approved Valuer, M.No. F-8259

& Chartered Engineer, M.No. M/114534/J

#### Annexe

#### VALUATION ON SEPTEMBER 27 2013 OF FLAT NO 1101 & 1101A PACL INDIA LIMITED OWNED ON 11TH FLOOR OF LOKHANDWALA GALAXY BUILDING SOCIETY NAMED AS LAXMI NIWASCO-OPERATIVE HOUSING SOCIETY LIMITED SITUATED AT N M JOSHI MARG NEAR 'S' BRIDGE BYCULLA (WEST) MUMBAI 400 011

#### **GENERAL**

Purpose for which valuation is made 1.

To assess the fair market value

Date on which valuation is made 2.

September 27, 2013

Name of the owner/owners 3.

PACL India Limited

If the property is under joint ownership/co-4. Ownership, share of each such owner. Are the shares undivided?

Not Applicable

Brief description of the property 5.

A 3BHK flat formed by merging a 2BHK and I room and merged flat is admeasuring about 1257sq.ft. Built-up area (1571sq.ft. Super Built-up area) on 11th floor of Podium-plus-stilt-plus-eighteen storey

building of RCC Construction

6. Location, Street, Ward No. Flat No. 1101 & 1101A, 11th floor, Lokhandwala Galaxy Building, N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011

Survey/Plot No. of land 7.

City Survey No. 1952 of Bycalla,

Kabutarpada

Is the property situated in residential/: 8.

commercial/mixed area/industrial area

Residential area

Classification of locality-high class/middle: 9.

class/poor class

middle class

Proximity to civic amenities like schools, : 10.

hospitals, offices, market, cinemas etc.

Easily accessible

11. proximity to surface : Means and communication by which the locality is

served

By rail and road

Nearest railway station: Byculla at a

distance of about ten minutes walk

<sup>&</sup>quot;Valuation of Flat No. 1101 & 1101A on 11th floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011" Page 2 of 7

#### **LAND**

18.

Area of land supported by documentary : proof, shape, dimensions and physical features

Roads, streets or lanes on which the land is : 13. abutting

It abutted N. M. Joshi Marg

14. Is it freehold or lease-hold land? Not known

If lease-hold, the name of lessor/lessee, : nature of lease, date of commencement and termination of lease, terms of renewal of lease

Not known

Is there any restrictive covenant in regard to : 16. use of land? If so, attach a copy of the covenant

The flat is for residential user only

Are there any agreements of easements? : 17. If so attach copies

Does the land fall in an area included in any : town planning scheme or any development plan of government or statutory body? If so, give particulars

No

19. Has any contribution been made towards: development or is any demand for such. contribution still outstanding?

No

20. Has the whole or part of the land been: notified for acquisition by government or any statutory body? Give date of notification

21. Attach a dimensioned site plan

#### **IMPROVEMENTS**

22. Attach plans and elevations of all structures : standing on the land and a lay-out plan

23. Furnish technical details of the building on : Given below a separate shect

"Valuation of Flat No. 1101 & 1101A on 11th floor of Lokhandwala Galaxy Building situated at N. M.

Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011" Page 3 of 7

24. i. Is the building owner-occupied/ Tenanted/both? : Owner occupied

ii. If partly owner-occupied, specify Portion and extent of area under owner-occupation

25. What is the Floor Space Index permissible : and percentage actually utilized?

As per the plans approved by BMC

authority

DETAILS OF BUILDING AND FLAT

26. No. of floors and height of each floor

Podium-plus-stilt-plus-eighteen storey.

Height 9ft.

27. Plinth area floor-wise (as per IS 3861-1966)

Flat No. 1101A: 216sq.ft. carpet

Flat No.1101 : 842sq.ft. carpet

Total

: 1058sq.ft. Carpet or 1257sq.ft.

Built-up or 1571sq.ft. super built-up

28. Year of construction

Around 2004

29. Estimated future life

: About 51 years

30. Type of construction-load walls/RCC frame/steel frame

bearing:

RCC frame of beams and columns

31. Type of foundations

RCC footings

32. Walls (a) Basement and plinth

230mm brick masonry walls

(b) Ground floor

(c) Superstructure above grd. Floor

33. Partitions

: 115mm brick masonry walls

34. Doors and windows (floor-wise)

(a) Casuad floor

(a) Ground floor(b) 1<sup>st</sup> floor

Doors made of seasoned wood and Window

made aluminum frame with aluminum

sliding glass panes

(c) 2<sup>nd</sup> floor etc.

35. Flooring (floor-wise)

It is floored with ceramic tiles

(a) Ground floor

(b) 1st floor

(c) 2<sup>nd</sup> floor

36. Finishing (floor-wise)

(a) Ground floor

(b) 1<sup>st</sup> floor

(c) 2<sup>nd</sup> floor

Internally neeru finish with a coat of

synthetic paint and externally sand faced

cement plaster

37. Roofing and terracing

RCC slab

"Valuation of Flat No. 1101 & 1101A on 11<sup>th</sup> floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011"

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#### VALUATION

<u>Principle:</u> Had a property been put up for sale in an open market, with all relevant information disseminated over a sufficiently long time period and either party to sale acting knowledgeably at arm's length without any duress, distress or compulsion, the price the property would have fetched on the date of valuation would be its fair market value on that date.

Methodology: We observed the lie and location of the building and the flat. We studied the real estate market trends in the area where above building is situated. We measured the area of the flat. We scrutinized the copies of documents relevant to it. The information we thus gathered helped us form an opinion about its fair market value. We assessed the cost of construction for assessing its fair market value.

It is common knowledge that, more often than not, neither the consideration mentioned in the purchase agreement of a property nor the rate notified by the government for the purpose of calculating the incidence of stamp duty, is a true indication of the fair market value of the property. We had therefore based our valuation only on the information we had gathered from the market. While valuing it is considered that said property is free from all claims and encumbrances and have clear marketable title.

Observation: we understand that PACL India Limited had purchased those properties from M/s Saikrupa Builders & Developers Pvt. Ltd. vide the Articles of agreements dated April 16, 2005. The stamp duty is paid on those agreements and had registered them with Sub Registrar of Assurances.

<u>The Commencement Certificate is issued by Municipal Corporation vide the Letter No. EEBPC/5724/E/AR dated as 28/08/2003.</u>

The buildings of that property belonged Laxmi Niwas Co-operative Housing Society Limited and registered with Registrar of Societies vide the Regn. No. BOM/W/HSG(TC)/7964 of 1996-97 dated 30/1/1997. PACL India Limited holds five fully paid-up shares, each of face value Rs.50/- and bearing distinctive nos. 246 to 250 (for flat no. 1101) and 251 to 255 (for flat no. 1101A) vide the certificate No.50 & 51.

The flat in Byculla area is expected to be available @ Rs.28,000/- to Rs.32,000/-per sq.ft. of Super Built-up area, depending upon various factors such as size, shape, situation and interior decoration of the flat; floor on which it is situated; age condition and location of the building; type and quality of construction; and the like.

<u>Value</u>: In the light of all that is stated above; and on taking into consideration the location of the building and flat; and on the basis of our judgement, market enquiries and consultations with the sources familiar with the area, we valued the flat @ Rs.30,000/- per sq.ft. for 1571sq.ft. of Super Built-up area at Rs.4,71,30,000/- (Rs. Four Crore Seventy One Lacs Thirty Thousand Only).

Realisable Value: The Realisable Value of flat might be 10-20% higher or lower than estimated value. The Realisable Value is estimated @0.9 of its fair market value at Rs.4,24,17,000/- (Rs. Four Crore Twenty Four Lacs Seventeen Thousand Only).

<u>Distress Sale Value</u>: The Distress Sale Value of property is estimated @0.85 of its Realisable value at Rs.3,60,54,450/- say Rs.3,60,54,000/- (Rs.Three Core Sixty Lacs Fifty Four Thousand Only).

"Valuation of Flat No. 1101 & 1101A on 11<sup>th</sup> floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011"

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IIT **INVESTRUST** LIMITED

May 18, 2017

Hon'ble Mr. Justice R.M. Lodha (Retd.) Committee constituted by the Supreme Court of India in the matter of PACL Ltd., The Ashok, Annexe Building, (Oudh Corridor), 50-B Chanakyapuri , New Delhi-110021

Dear Sirs.

We are in receipt of your letter No. JRMLC/PACL/NO/1754/2017 dated May 01, 2017. your said letter you have directed the Company to furnish some information. We are in the process of compiling the same and shall submit to your office at the earliest.

Kindly take the same on record.

Thanking you,

Yours faithfully,

For HT INVESTRUST LIMITED

Director

(193) (144)

# Justice (Retd. ) R. M. Lodha Committee (in the matter of PACL Ltd.)

To, G Jeevanantham, Director, IIT Investment Limited, Rajabahadur Mansion, 2<sup>nd</sup> Floor, Bombay Samachar Marg, Mumbai-400 001 Please her plant of soil

Dated ..... 1.05.2017

Dear Sir,

#### Sub: Your letter dated 25.04.2017 addressed to the Justice (retd.) R.M. Lodha Committee

This is to state that the Committee is in receipt of your letter dated 25.04.2017 drawing reference to your previous letters dated 25.06.2016, 08.09.2016, 14.09.2016 and 10.10.2016 in respect of properties bearing MR Nos. 2548-14, 2546-14 and 2547-14.

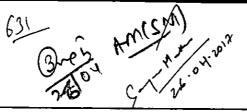
In this regard, it is hereby informed that your aforementioned previous letters pertaining to the properties bearing MR Nos. 2548-14, 2546-14 and 2547-14 have been received by the Committee and the same are pending consideration by the Committee. It is further informed that before effecting any sale of the said properties the Committee would look into your objections.

Pending decision on the above, you are hereby requested to provide the following information:

- a) details of any property(ies) bought by your company from PACL Ltd or any of its associates;
- b) information as to whether at any point of time your company has been associated/related to PACL Ltd in any manner, including but not limited to shareholder, subsidiary, associate company;
- c) if any relation/association existed/exists as per (b) above, then the nature and duration of such association/relation;
- d) if any relation/association existed/exists as per (b) above, then any gain, pecuniary or otherwise, made by you owing to your relation/association with PACL Ltd and the quantum of such gain; and
- e) details of any financial dealing between your company and PACL Ltd or any of its associates viz., loans/advances provided or taken.

Yours sincerely,

For and on behalf of Nodal Officer cum Secretary to the Committee





April 25, 2017

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd..
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Dear Sirs.

Sub: Notice inviting Expression of Interest for Sale by Justice (Retd.) R.M. Lodha Committee (In the matter of PACL Ltd. and other connected matters) (M.R. No.2548-14)

Flat No. 1101 & 1101A, 11<sup>th</sup> Floor, Lokhandwala Galaxy, N.M. Joshi Marg, Near "S" Bridge, Byculla (West), Mumbai 400 011, bearing M.R. No.2546-14 and 2547-14.

We hereby request you to kindly refer to our previous letters dated June 25, 2016. September 08, 2016. September 14, 2016 and October 10, 2016 sent to the Committee, whereby we had brought to your kind notice that above referred properties have been purchased by us from PACL Ltd in the year November, 2013 and PACL Ltd has no right title or interest in the said properties any more. More importantly, the consideration has been paid as per valuation reports reflecting the prevailing market prices at that time. We had also furnished you the copy of Purchase Agreement and Share Certificates of the said properties being issued by the Society.

We also would like to bring to your kind attention that to the best of our knowledge as on date of purchase of the said properties, there were no restraints on sale / purchase of the said-properties under any law or any other prohibition.

We therefore hereby humbly pray that in light of above fact and in the interest of justice please delete the name of the property from the auction list.

We also request you to inform us if you require our personal attendance for our submission of necessary information, declaration, relevant documents with the Committee, we will be happy to explain and submit the relevant documents including our Purchase Agreements and Share Certificate in relation to the above referred property with respect to the captioned subject.

Thanking you.

Yours faithfully.

For LIT INVESTRUST LIMITED

G Jeeyanantham Director

CIN No. U67190MH1992PLC070247

(HZ)(191)

# Justice (Retd.) R. M. Lodha Committee (in the matter of PACL Ltd.)

Ref. No	ρ γ Dated
	Mariod Marion on the
JRMLC/PACL/NO - 1491/2017	07.04.2017

To,
Bipin Agarwal,
Director,
IIT Insurance Broking and Risk Management Private Limited,
Rajabahadur Mansion, 2<sup>nd</sup> Floor,
Bombay Samachar Marg,
Mumbai-400 001

Dear Sir,

#### Sub: Your letter dated 05.04.2017 addressed to the Justice (retd.) R.M. Lodha Committee

This is to state that the Committee is in receipt of your letter dated 05.04.2017 whereby it has been informed to the Committee that a person by the name Ashok Jain, claiming to be acting on behalf of the Lodha Committee, had visited one of your flats for inspection along with an employee of PACL Ltd. In this regard, it is categorically stated that the Committee has not engaged any person to conduct inspections or make representations on its behalf.

It is further informed that the Committee vide its press release dated 03.04.2017, a copy of which is herewith attached, clarified that "(t)he committee has received complaints, whereby, it is learnt that certain individuals/associations are collecting money/cheques from individual misrepresenting authorisation from the Committee. It is clarified that the Committee has not authorised any person to collect any money/cheque in any manner whatsoever."

This is for your information.

Yours faithfully,

For Nodal Officer cum Secretary to the Committee



## भारतीय प्रतिभूति और विनिमय बोर्ड Securities and Exchange Board of India

प्रेस विज्ञानि PRESS RELEASE संपर्ध प्रभाग. तोडी भवन, खाँदा कुला कॉम्स्ट्रेक्स, बादा पूर्व), मुठई. 400 051 Communications Division, SEBI Bravan, Bendra Kuna Conferent Bandra (E), Mumber - 400 051 द्रश्माप ( वि: +9] 22-26449000 ईमेल ( ब्लाइड्सिस्ट्रिड्डिस gov में वेडसाइट (Nebsile: Vivy) sebi gov में

PR No. 17/2017

## Re: PUBLIC NOTICE IN THE MATTER OF PACL LTD.

It is brought to the notice of the General Public that in compliance of the order dated February 02, 2016 passed by the Hon'ble Supreme Court of India in Civil Appeal No.13394/2015 titled as PACL Ltd. Vs Securities and Exchange Board of India and other connected matters, a Committee has been constituted by SEBI under the Chairmanship of Justice (Retd.) R. M. Lodha, Former Chief Justice of India for disposing of the properties of the Company viz. PACL Ltd., so that the sale proceeds can be paid to the investors.

In compliance of the above mentioned order, the Committee vide public notices dated 27/08/2016 & 30/09/2016 invited Expression of Interest (EOI) from the public at large on the properties of PACL Ltd. Further, vide public notice dated 27/11/2016, the investors were informed that the process of auction is underway in terms of the said notice dated 27/11/2016.

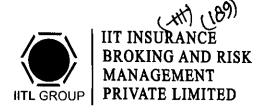
The Public at large is further made aware that in terms of the above mentioned order dated February 02, 2016 passed by the Hon'ble Supreme Court of India, only the Committee is authorised to sell the properties of PACL Ltd. or properties wherein PACL Ltd. has interest/rights therein directly or indirectly.

The committee has received complaints, whereby, it is learnt that certain individuals/associations are collecting money/cheques from individual misrepresenting authorisation from the Committee. It is clarified that the Committee has not authorised any person to collect any money/cheque in any manner whatsoever.

In view of the above, the Public is once again cautioned against buying/dealing with any properties wherein PACL Ltd. or any of its associates/subsidiaries have any interest/rights, directly or indirectly. The public at large are requested to rely only on the public notices and press release published by the committee, which are available on the website: <a href="https://www.sebi.gov.in">www.sebi.gov.in</a> and website: <a href="https

Mumbai

April 03, 2017



April 05, 2017

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Dear Sirs,

Sub: Notice inviting Expression of Interest for Sale by Justice (Retd.) R.M. Lodha Committee (In the matter of PACL Ltd. and other connected matters) (M.R. No.2548-14)

Flat No. 702, 7th Floor, Shanta Shivam Co-operative Housing Society Limited, 8, Babulnath Road, Mumbai 400 007

Please refer to our letters dated June 25, 2016, September 08, 2016, September 14, 2016 and October 10, 2016 sent to you in connection with the above mentioned subject. Till date we have not received any communication from your office.

We reiterate that in case if you require our personal attendance, we will be happy to explain and submit the relevant documents and Agreements in relation to the above subject.

In the interim, we bring to your kind attention that one person by the name Mr. Ashok Jain (Mobile No.: 9001565555) claiming to be visiting on behalf of the Lodha Committee / SEBI visited the flat on April 04, 2017 for inspection, along with an employee of PACL.

After their departure and probing by our seniors, we came to understand that he was not connected with the Lodha Committee / SEBI.

This is for your information

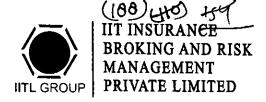
Thanking you,

Yours faithfully,

For HT Insurance Broking and Risk Management Private Limited

Bipin Agarwal Director

E-mail: infomumbai@iitinsurance.com, Web.: www.iitinsurance.com



October 10, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Dear Sirs,

Notice inviting Expression of Interest for Sale
by
Justice (Retd.) R.M. Lodha Committee
(In the matter of PACL Ltd. and other connected matters)

This has reference to the advertisement in Times of India dated September 30, 2016 on the captioned subject. With regard to the same, we bring to your kind attention that vide our letters dated June 25, 2016, September 08, 2016 and September 14, 2016, we had informed the Hon'ble Committee that Property situated at Flat No. 702, 7th Floor, Shivam building, 8, Babulnath Road, Mumbai 400 007, bearing M.R. No.2548-14 has been purchased by our Company from PACL Limited and PACL has no right, title or interest in the said property any more.

We bring to your kind notice that Mr. Kedar of your office had telephonically informed us on September 14, 2016 to incorporate the M.R. No. of our property as mentioned in the auction list and thereafter submit the revised letter to the Committee. As per his instructions, we had carried out the same and forwarded the revised letter to the Committee.

Along with our letters June 25, 2016 and September 08, 2016, we had also furnished copies of the Sale Deed and Share Certificate of the said property for your perusal.

We request you to delete the name of the property from the auction list. In case if any other information is required we would be glad to furnish the same. Also an opportunity may be given for personal hearing in the matter if required.

Thanking you,

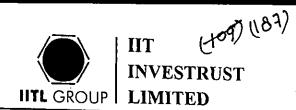
Yours faithfully.

For III Insurance Broking and Risk Management Private Limited

Bipin Agarwal

Director

Tel.: +91-22-43250100, Fax: +91-22-2265 1105 E-mail: infomumbai@iitinsurance.com, Web.: www.iitinsurance.com leveling Anni (Att)



October 10, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Dear Sirs,

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by
Justice (Retd.) R.M. Lodha Committee
(In the matter of PACL Ltd. and other connected matters)

This has reference to the advertisement in Times of India dated September 30, 2016 on the captioned subject. With regard to the same, we bring to your kind attention that vide our letters dated June 25, 2016, September 08, 2016 and September 14, 2016, we had informed the Hon'ble Committee that Properties situated at Flat No. 1101 & 1101A, 11<sup>th</sup> Floor, Lokhandwala Galaxy, N.M. Joshi Marg, Near "S" Bridge, Byculla (West), Mumbai 400 011, bearing M.R. No.2546-14 and 2547-14 have been purchased by our Company from PACL Limited and PACL has no right, title or interest in the said properties any more.

We bring to your kind notice that Mr. Kedar of your office had telephonically informed us on September 14, 2016 to incorporate the M.R. No. of our properties as mentioned in the auction list and thereafter submit the revised letter to the Committee. As per his instructions, we had carried out the same and forwarded the revised letter to the Committee.

Along with our letters June 25, 2016 and September 08, 2016, we had also furnished copies of the Sale Deed and Share Certificates of the said properties for your perusal.

We request you to delete the name of the property from the auction list. In case if any other information is required we would be glad to furnish the same. Also an opportunity may be given for personal hearing in the matter if required.

Thanking you,

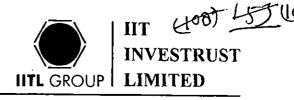
Yours faithfully,

For Investrust Limited

G Jeevahantham

Director

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October 10, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
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We request you to delete the name of the property from the auction list. In case if any other information is required we would be glad to furnish the same. Also an opportunity may be given for personal hearing in the matter if required.

Thanking you.

Yours faithfully,

For Investrust Limited

G Jeevahantham Director



IIT INSURANCE BROKING AND RISK MANAGEMENT PRIVATE LIMITED

October 10, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

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This has reference to the advertisement in Times of India dated September 30, 2016 on the captioned subject. With regard to the same, we bring to your kind attention that vide our letters dated June 25, 2016, September 08, 2016 and September 14, 2016, we had informed the Hon'ble Committee that Property situated at Flat No. 702, 7th Floor, Shivam building, 8, Babulnath Road, Mumbai 400 007, bearing M.R. No.2548-14 has been purchased by our Company from PACL Limited and PACL has no right, title or interest in the said property any more.

We bring to your kind notice that Mr. Kedar of your office had telephonically informed us on September 14, 2016 to incorporate the M.R. No. of our property as mentioned in the auction list and thereafter submit the revised letter to the Committee. As per his instructions, we had carried out the same and forwarded the revised letter to the Committee.

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We request you to delete the name of the property from the auction list. In case if any other information is required we would be glad to furnish the same. Also an opportunity may be given for personal hearing in the matter if required.

Thanking you,

Yours faithfully,

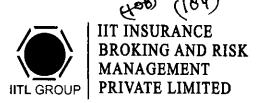
For IIT Insurance Broking and Risk Management Private Limited

Bipin Agarwal

Director



AGMIAN)
Compoliolioliolio



September 14, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok. Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Dear Sirs.

This has reference to the "NOTICE INVITING EXPRESSION OF INTEREST FOR SALE" given by Justice (Retd.) R.M. Lodha Committee (in the matter of PACL Ltd and other connected appeals) which has recently been uploaded on the website - http://www.sebi.gov.in

Upon perusal of the properties listed for auction in the said Notice inviting Expression of Interest, it is observed that Flat No. 702, 7th Floor, Shanta Shivam Co-operative Housing Society Limited, 8, Babulnath Road, Mumbai 400 007 also has been included in the said list. (M.R. No.2548-14).

We bring to your kind attention that sometime around mid-June 2016. Officials of UTISL had visited the above-referred property and intimated orally to the occupants, that the said property has been identified, (in compliance with the Supreme Court Order) and will be sold and the proceeds remitted to the investors of PACL.

Upon learning the same from the Officers, the Company had sent a letter dated June 25, 2016 (copy enclosed) to the said Committee informing them that this property has been purchased by us from PACL Ltd and PACL Ltd has no right title or interest in the said properties any more. More importantly, the consideration has been paid as per valuation reports reflecting the prevailing market prices at that time. Therefore, PACL Limited having received proper consideration for the flat at that time, it fails to reason why this flat is being proposed to be sold to generate funds for their investors, when PACL Limited does not even own the flat and has already received consideration against them. There could be no dispute in this regard as the Co-operative Society has also admitted the Company as member and have issued Share Certificate accordingly.

We once again enclose a copy of the said letter, proof of dispatch to the Committee as well as copies of the Sale Deed and Share Certificate for your ready reference.

We therefore request you to kindly delete the name of the properties from the auction list. We remain confident that if any other information, clarification, documents is required, you will give us an opportunity to submit the same and also give us an opportunity of personal hearing before taking any steps adverse to the interest of our company.

This letter is being submitted in furtherance to our letter dated September 08, 2016 and the telephonic conversation we had with Mr. Kedar of your office on September 14, 2016. As instructed we have mentioned the M.R. No. against said property.

Thanking you,

Yours faithfully.

For ATT\Insurance Broking and Risk Management Private Limited

Bipin Agarwal Director

Tel.: +91-22-43250100, Fax: +91-22-2265 1105 E-mail: infomumbai@iitinsurance.com, Web.: www.iitinsurance.com INVESTRUST LIMITED

September 14, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)

Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,

The Ashok, Annexe Building, (Oudh Corridor),

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Upon perusal of the properties listed for auction in the said Notice inviting Expression of Interest, it is observed that Flat No. 1101 & 1101A. 11th Floor, Lokhandwala Galaxy. N.M. Joshi Marg. Near "S' Bridge, Byculla (West). Mumbai 400 011 also have been included in the said list. (M.R. No. 2546-14 and 2547-14)

We bring to your kind attention that sometime around mid-June 2016, Officials of UTISL had visited the above-referred properties and intimated orally to the occupants, that the said properties have been identified, (in compliance with the Supreme Court Order) and will be sold and the proceeds remitted to the investors of PACL.

Upon learning the same from the Officers, the Company had sent a letter dated June 25, 2016 (copy enclosed) to the said Committee informing them that these properties have been purchased by us from PACL Ltd and PACL Ltd has no right title or interest in the said properties any more. More importantly, the consideration has been paid as per valuation reports reflecting the prevailing market prices at that time. Therefore, PACL Limited having received proper consideration for the flats at that time, it fails to reason why these flats are being proposed to be sold to generate funds for their investors, when PACL Limited does not even own the flats and has already received consideration against them. There could be no dispute in this regard as the Co-operative Society has also admitted the Company as member and have issued Share Certificates accordingly.

We once again enclose a copy of the said letter, proof of dispatch to the Committee as well as copies of the Sale Deed and Share Certificates for your ready reference.

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This letter is being submitted in furtherance to our letter dated September 08, 2016 and the telephonic conversation we had with Mr. Kedar of your office on September 14, 2016. As instructed we have mentioned the M.R. No. against said properties.

Thanking you,

Yours faithfully.

For IIT Investrust Limited

Vinod V. Mashru

Director

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September 08, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd..
The Ashok, Annexe Building, (Oudh Corridor).
50-B Chanakyapuri, New Delhi-110021

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We bring to your kind attention that sometime around mid-June 2016, Officials of UTISL had visited the above-referred properties and intimated orally to the occupants, that the said properties have been identified, (in compliance with the Supreme Court Order) and will be sold and the proceeds remitted to the investors of PACL.

Upon learning the same from the Officers, the Company had sent a letter dated June 25, 2016 (copy enclosed) to the said Committee informing them that these properties have been purchased by us from PACL Ltd and PACL Ltd has no right title or interest in the said properties any more. More importantly, the consideration has been paid as per valuation reports reflecting the prevailing market prices at that time. Therefore, PACL Limited having received proper consideration for the flats at that time, it fails to reason why these flats are being proposed to be sold to generate funds for their investors, when PACL Limited does not even own the flats and has already received consideration against them. There could be no dispute in this regard as the Co-operative Society has also admitted the Company as member and have issued Share Certificates accordingly.

V'e once again enclose a copy of the said letter, proof of dispatch to the Committee as well as copies of the Sale Deed and Share Certificates for your ready reference.

We therefore request you to kindly delete the name of the properties from the auction list. We remain confident that if any other information, clarification, documents is required, you will give us an opportunity to submit the same and also give us an opportunity of personal hearing before taking any steps adverse to the interest of our company.

Thanking you,

Yours faithfully.

For HT Investrust Limited

G. Jeevanantham

Director

Encl: A/a



June 25, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Respected Sir,

Sub: ENQUIRY BY THE OFFICERS OF UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.
WITH RESPECT TO OUR COMPANY'S PREMISES ON 11.06.2016

This has reference to the visit by few officers from UTI Infrastructure Technology and Services Ltd., on June 11, 2016 at the residential premises owned by our Company, being Flat No. 1101 & 1101A, 11<sup>th</sup> Floor, Lokhandwala Galaxy, N.M. Joshi Marg, Near "S" Bridge, Byculla (West), Mumbai 400 011.

These officers informed that their visit was in compliance of directions of a Committee chaired by your good self, to visit the apartment and ascertain its saleability for raising funds to repay the investors of M/s PACL Ltd. in compliance with court orders.

Sir, PACL Ltd. has no right, title or interest in this premises as it has been purchased by our Company vide Deed of Transfer dated November 15, 2013, duly registered as per law. Copy of the registered sale deed evidencing the sale is enclosed for your kind perusal as ANNEXURE - A. At the time of purchasing this apartment, our company had tendered consideration of Rs. 4,50,00,000 (Rupees four crores and fifty lakhs only), after getting a valuation carried out by an independent valuer. Copy of the valuation report is enclosed herewith for your kind consideration as ANNEXURE B.

We hope this clarifies any doubts in the matter. In case the officers of UTI Infrastructure Technology and Services Ltd. or the Committee members require any further clarifications, the undersigned may be contacted.

Thanking you,

Yours sincerely,

For III Investrust Limited

G. Jeevahantham

Director

AUMBAILT \*

Encl: A/a

SP RAZAGATE FO <400001)

EMPS34740796IN

Counter No:1.DP-Code:AAT

To:R M LODHA RETD, India Post

CHANAKYAPUKI, PIN:110021

From:IIT-INSURFICE HOKING, MUTEAI

Wt:205grams, DOVES TOWN

Ant:92.00,27/06/2016,15:13

Taxes:Rs.12.00KTrack on pow.indiapost.gov

## ANNEXURE - A



06/02/2014

सूची क्र.2

दुय्यम निवधक : सह दु नि मुंबई शहर 2

दस्त क्रमांक : 7908/2013

नोदंणी : Regn:63m

गावाचे नाव: 1) आयखळा

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

45000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

18642000

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

1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :, इतर माहिती: सदिनका नं. 1101 आणि 1101 π, 11 वा मजला, लोखंडवाला गॅलेक्सी बिल्डींग, लोखंडवाला गॅलेक्सी को ऑप हाँ सो लि, एन.एम. जोशी मार्ग, भायखळा पूर्व, मुंबई 400011.सोबत 1 कारपार्किंग स्पेस. फ्लॅटचे क्षेत्रफळ 1247 आणि 324 चौ.फूट( ( C.T.S. Number : 1952 ; ) )

(5) क्षेत्रफळ

1) 0 NA

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन . ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी त्यायालयाचा हुकुमनामा किंवा आदेश असङ्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-पी ऐ सी एल लिमिटेड तर्फे अँभो सिग्नेटरी परमजीत सिंग . कांडा वय:-46; पत्ता:-प्लॉट नं: ., माळा नं: 7 वा मजला, इसारतीचे नाव: गोपाळदास भवन, ब्लॉक नं: न्यू दिल्ली, रोड नं: 28 बारखंबा रोड, दिल्ली, सेंट्रल दिल्ली. पिन कोड:-110001 पॅन नं:-AAACP4032A

(8)इस्तऐवज करुन घेणा-या पक्षकाराचे व किया दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-आय.आय.टी. इस्वेस्ट्रस्ट लिमिटेड तर्फे संचालक भागचंद . महेश्वरी वय:-54; पत्ता:-प्लॉट नं: ., माळा नं: 2 रा मजला, इमारतीचे नाव: राजावहादुर मेंशन, ब्लॉक नं: फोर्ट, रोड नं: 28 वॉम्बे समाचार मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACI1080R

(9) दस्तऐवज करुन दिल्याचा दिनांक

15/11/2013

(10)दस्त नोंदणी केल्याचा दिनांक

20/11/2013

(11)अनुक्रमांक,खंड व पृष्ठ

7908/2013

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

2250000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

30000

नक्कल तपासली

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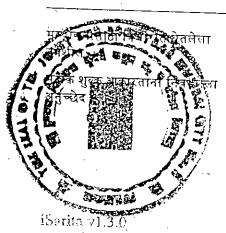
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र्राष्ट्रव विली तारीख <u>एट</u>ि

(14)शेरा

सह दुव्यम निद्धिक र्रेषुवर्द शहर के. २.

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.





## महाराष्ट्र शासन — नोंदणी व मुद्रांक विभाग

## मुल्यांकन अहवात चन २०१०

٩.	दस्ताचा प्रकार :- के से विनामा अनुवाद क्रमाक
३.	सादरकत्यांचे नाव:- उनाय आय ही ई न्वे केंद्र केंद्र की
, Э.	तालुका:- पुंबई / अंधेरी / बोरीवली / कुर्ली
8.	गायचे नाव :- 21/212161
ч,	नगरभुमापन क्षमांक / सर्वे क्रं. / अंतिम भुखंड क्रभांक :- 9 ८ ५ २
٤.	नूत्य दर दिभाग (झोन) : ट उपविभाग U ह
<b>ម</b> :	निळकतीचा प्रकार :- खुली जन्दीन निवासी कार्यातय दुकान औदपोगिक
	मति चो. मी. दर:- 993 eoo
٤.	दस्तात ननुद केलेल्या मिळकतीचे क्षेत्रफळ :- 9 २ १७/ 3 २ र कल्लेट / हिल्ट अप ची. फीटर / फूट
۲.	कारपाकिन :- <u>१ पच्ची :-</u> पोटमाळा :
50.	मणतः क्रमंकः - 99 वा
۹٩.	वार्धकाम वर्ष :- प्रसारा :-
٩٦,	रांचकामाचा प्रकार :- आध्यारसी / इतर पक्को / अर्थ प्रकारी किया
٩٦.	पाजारमुल्यदर तक्त्वातील मार्गदर्शक सुचना क्रः:-
٩٧.	भाडेकरू व्याप्त मिळ्कत असत्यास :- १. त्याच्या त्रास्त्र विकास (ज्ञाहित)
	२. नवीन इमारी से के कि
	३. भाउयाची रक्वार
94.	तिन्ह ॲन्ड तायसन्तचा दस्तः :- १.प्रतिमाह भाडे रक्कमः-
	निवासी / अनिवासी २. अनामत रक्कम / आगावू भाडे :-
•	अस्त्राम्बर्धाः २
9६.	निर्धारीत केलेले कजारमूल्य - ७०० कि १०० १८ हर ३००० कि
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96.	देप मुद्रांक शुल्क :- 2 2 40000/भरतेले मुद्रांक शुल्क :- 2240000
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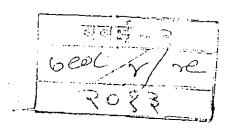
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## CHALLAS MTR Form Number-3

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उमट मुदाक फ्रॅंकींग अल्ट्रा खायलेट लम्ब खाती तणसले व एस. एन. एस. / संबंधीत पाधिकृत आधिकम्याशी दुरुवनीवरून संपर्क साधुन पेळ गरोबर आढळुन आली)

DEED OF TRANSFER

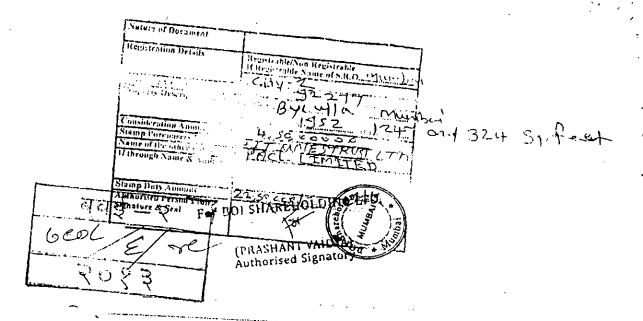
THIS DEED OF TRANSFER is made at Mumbal this imited, a company incorporated under the Companies Act, 1956

or, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi – 110 001 hereinafter referred to a ANSFEROR" (which expression shall, unless it be repugnant to the context or meaning thereof be

Remed to include its successors and assigns) of the ONE PART:

And

IIT Investrust Limited, a Company incorporated under the Companies Act 1956 having its heg Office at Rajabahadur Mansion, 2<sup>nd</sup> Floor, 28 Bombay Samachar Marg, Fort, Mumbai 400 201 after referred to as "THE TRANSFEREE" (which expression shall, unless it be repugnant to the cor meaning thereof be deemed to include its successors and assigns) of the OTHER PART. U'U/- P86602



# Token No: **562**

Document Type REGISTERED Nature Of Document: Property Document

FOI SHAREHOLDING LIMITED - FRANKING DEFOSIT SLIP Rotunda Didg., Gr. Flr., Ambalal Doshi Marg. Fort, Mumbai - 400 001. Tel. 2272 3252, 2272 2253 License no. : D-5/STF(V)/C.R.12/2004/1192-94 / 04 License no. : D-5/STP(V)/C.R.1002/02/05/389 to 391 License no.: D-5/STF(V)/C.R.1002/03/08/944-967 License no. ; DEVSTP(V)/C.R. 1002/07/07/1011-14/2007

Receipt No. : 484303 Date : 12/11/2013

ECT SHAREHOLDING LID. Total Party of Documents: 1

2,250,000.00

Total : Rs.

2,250,000.00

Name of the stamp duty paying party: IIT INVESTMENT LTD. Fayment Mode & Alga Transfer Trf::

Trf: 2,250,000.(x)

Drawn on Bank : AXTS INNK

( For Office Use Only )

Franking Sr. No.

(Signature)

(Franking Value x Number of Documents) \_\_\_\_

2250000 X 1

REAL OF AREHOLDING LTD.

DELIVERED FRANKED DOCUMENTS





WHEREAS:

1. Land situated at C.S. no. 1952 at Byculla, more particularly known as Kabuta puda situated at N.M. Joshi Marg, Byculla (w), Mumbai – 400 011 admassuring about 3766.75 symms, more particularly described in the First Schedule hereunder is owned by BMC, upon which there were 5 buildings accommodating therein 118 residential tenants and 38 commercial tenants and was known as Laxmi Niwas (hereinafter referred to as the 'said Property'). The tenants of Laxmi Niwas organized and formed themselves into a co-operative society registered under the Maharashtra Co-operative Societles Act, 1960, under the name of Laxmi Niwas Co-operative Housing Society having registration no. BOM/W/HSG(TC)/7964 of 1996-97 on 30/1/1997.

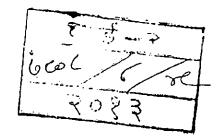
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- 2. Thereafter, upon the BMC's approval, the aforementioned land and the property thereon was re-developed in pursuance of a tripartite agreement dated 24<sup>th</sup> April, 1997 entered into between the then Jt. Municipal Commissioner/Dy. Municipal Commissioner, the tenants of the aforementioned society and the developer, namely, Saikrupa Builders and Developers Pvt. Ltd (hereinafter referred to as 'the Developer'). The tripartite agreement provided for the accommodation of the then tenants in the re-developed property with rights given to the developer to sell the remaining units/Flat in the property in the open market. Further, the BMC, vide resolution no. S69 dated 16<sup>th</sup> July, 2002 granted separate leases for rehabilitation building and the sale building in respect of the development of the project of Laxmi Niwas for a period of 60 years which may be renewed or continued afresh on the terms and conditions as may be decided as per the prevailing rules and regulations and circumstances.
- 3. The Developer has re-developed the said Property in accordance with the plans approved by the BMC and constructed thereon a building known as Lokhandwala Galaxy comprising of podium and still and 18 upper floors on the land described in Part II of the First Schedule, which forms part of total land described in Part I of the First Schedule.
  - The Transferor purchased two flats bearing flat nos. 1101 and 1101A vide 2 separate Agreements, both dated April 16, 2005 on the 11th Floor of the developed building known as Lokhandwala. Galaxy together with carroan facilities, situated at C.S. no. 1952, N.M. Joshi Marg/ Bys (w) (hereinafter referred to as 'the said Flats'), more particularly described in the said Flats are a part of the Lokhandwala Galaxy Hologing Completion in after referred to as the 'said Society') of which the Transferor is a registered, ber and is holding up shares of Rs. 50/- (Rupees Fifty only) each numbered 😭 👚 n inclusive) as per Share Certificate No. 50 issued by the Society against the Flat No. 1101 and is holding 5 (Five) fully paid up shares of Rs. 50/- (Rupees Fifty only) each numbered from 251 to 255 (both inclusive) as per Share Certificate No. 51 issued by the Society against the Flat No. 1101A (hereinafter called "the said Shares") and is entitled to the beneficial right, title and interest into and over the said Flats.
- 5. The Transferor is seized and possessed or otherwise well and sufficiently entitled to the said / Flats.
  - The Transferor is entitled to sell, transfer, convey and assign all its right, title and beneficial interest in the said Flats alongwith the said Shares. In furtherance of negotiations between the Transferor and the Transferee, the Transferor has agreed to sell/transfer and the Transferee has agreed to purchase, the said Flats on the terms and conditions contained herein.



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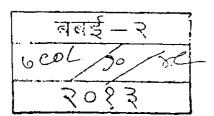
- 7. The Transferor has agreed to sell and transfer to the Transferre, and the Transferre has agreed to purchase and acquire all right, title and interest of the Transferre in the said share curtificate.

  Nos. 50 and 51 and In Flat Nos. 1101 and 1101A on the 11th Floor of Lokhandwala Galaxy building situated at C.S. no. 1952, N.M. Joshi Marg, Byculla (W), Mumbal 400 011 for a sum of Rs. 4,50,00,000/- (Rupees Four Crores Fifty Eacs Only) on the terms and conditions hereinafter contained.
- 8. The Transferor has obtained the consent of the said Society for the transfer of the said Shares and said Flats in favour of the Transferee. In this connection, the said Society has by its letter dated November 12, 2013 (a copy whereof is hereto annexed and marked as Annexure) granted its No Objection to the Transferor for the sale and transfer of the said Flats in favour of the Transferee.
- The Transferee has paid to the Transferor consideration amount of Rs.4,45,50,000/-(net after TDS) by way of Cheque no.138461 dated 08.10.2013 for Rs. 4,45,50,000/- drawn on Axis Bank Limited.

Both, the Transferor and Transferee are also referred to individually as 'Party' and collectively as 'Partles'.

### NOW THIS DEED WITNESSETH AND ITS IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1.In pursuance of the negotiations between the Parties and in consideration of Rs. 4,45,50,000/-(net after TDS) paid by the Transferee to the Transferor by way of Cheque no.138461 dated 08.10.2013 for Rs. 4,45,50,000/- drawn on Axis Bank Limited being the full and final consideration received by the Transferor before the execution of these presents (the payment and receipt whereof the transferor doth hereby admit and acknowledge), the Transferor doth hereby grant, convey, assign and transfer unto the Transferee the said Flats with the fixtures and fittings thereon alongwith all the Transferor's Tright, title and interest in its shareholding of 5 (Five) fully paid up shares of Rs. 50/- (Rupees Fifty only) each numbered ( ) L50 (both inclusive) issued under Share Certificate No. 50 (towards Flat No. മൂറ്റ് Rs. 50/- (Rupees Fifty only) each numbered from 251/10 Certificate No. 51 (towards Flat No. 1101A) of the said solety (te i meficial right, title and interest into and over the said flat, bearing No. 101 Lokhandwala Galaxy building situated at C.S. no. 1952, N.M. Joshi Marg, Bycull Mumbai 400 011 and more particularly described in the Second Schedule en free from all encumbrances and reasonable doubts.
- 2.The Transferor shall immediately upon the execution hereof handover quiet, vacant and peaceful possession of the said Flats to the Transferee as the absolute owner thereof. In addition thereto, upon the execution hereof handover to the Transferee the original share certificates and Articles of Agreements dated 16<sup>th</sup> April, 2005 together with antecedent documents, if any, available with the Transferor.
- The Transferor hereby represents, declares and covenants that —
- (a) The aforementioned Articles of Agreements dated 16<sup>th</sup> April, 2005, are valid and in subsistence as on the date of execution hereof and the same have not been terminated under the proviso to clause 9 thereof.







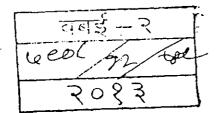
(194) (4%)

(b) the said Flats are owned by the Transferor and the same are in the name of the Transferor and the books and all other records of the said Society and the said Flats are street from all attachments, liens, charges, mortgages and encumbrances and no income tax proceedings are pending against the Transferor and/or no notice under rule 2 of the second schedule to the Income Tax Act, 1961 has been received by the Transferor and In the event of any claim in respect of any encumbrance, mortgage etc. and/or claim of income tax dues, the Transferor shall indemnify and always keep the Transferee indemnified against any such claim, demand or loss.

- (c) the Transferor has good right, full power and absolute authority to sell the said Flats and there is no impediment or restraint or injunction against the Transferor from being able to do so;
- (d) the Transferor is in exclusive occupation and possession of the sald Flats and except the Transferor, no other person(s) has(ve) any right, fittle, interest, claim or demand of any nature whatsoever upon the said Flats;
- (e) The Transferor has paid all charges, dues and other expenses on the said Flats and there are no outstanding amounts or arrears payable to the said Society in respect of Municipal taxes, the outgoings of the said Society, electricity bills and any other charges in respect of the said Flats. Further, the Transferor does not owe any liability towards any costs, charges or expenses whatsoever in respect of the said Flats to any government authority or any other person;
- (f) the said Flats are free from all litigations and disputes;
- (g) Notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferor or any person or persons lawfully or equitable claiming by, from, through, or in trust for the Transferor, the Transferor has full power and absolute authority in its own right to transfer the said Flats and to relinquish and transfer all its rights, title and interest therein in favour of the Transferee;

Neither the Transferor nor any one on its behalf has committed or omitted to do, any act, deed, matter or thing whereby its holding of the said-shares and including the right to peaceful use, occupation, ownership and enjoyment and the rights and benefits in respect thereof, may become or may be definded by affected of encumbered in any manner or whereby the said shares and its other rights and in elect; therein may become liable to attachment and/or sale whether by a recree.

- (i) The Transferor has not created or purported to create all tongery, ico ce, charge, lease, mortgage, lien or any kind of third party rights over the said that a no other person or party have any right, title or interest, claim or demand in, to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances;
- (j) The Transferee shall upon the execution hereof and receipt of possession as hereinabove mentioned, be fully entitled to quietly and peacefully possess, occupy, enjoy and hold the said Flats together with all the deposits and any other amount (if any) lying to the credit of the fransferor in the said Society's account as on the date of this Deed, for unto and to the use and benefit of the Transferee without any hindrance, lien, charge, interest, denial, demand, interruption, eviction or claim of whatsoever nature from the Transferor or any person or persons claiming through, under or in trust for the Transferor;







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- (k) The Transferor has duly complied with and observed all the Rules, Regulations and By-laws of the said Society and that the Transferor has neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and By-laws of the said Society nor are there any actions or proceedings against the Transferor Instituted by the said Society or any member of the said Society in respect of the said Flats including any notice or action for expulsion or termination of the Transferor as the member of the said Society;
- (I) The Transferor has not received any notice of acquisition or requisition of the said flats and/or the said shares.

The Transferee has purchased the said flats based on the representations, declarations and covenants of the Transferor.

The Transferor shall do all such further acts, deeds, matters and things and execute all such further writings as may be necessary to give effect to the provisions of these presents and to effect the sale and transfer of the said Flats in favour of the Transferee as may be necessary.

- 4. The Transferor hereby indemnifies the Transferee and/or its successors/assignees in title against all loss, damages, cost and expenses which may be suffered by the Transferee from the Society, Municipal Corporation of Greater Mumbai or any other authority in respect of the said Flats on account of any claim for the period prior to the execution hereof, and the Transferor shall reimburse the Transferee and/or its successors and/or its assignees in title for the same.
- S.All costs, charges and expenses, if any, incidental to this Deed including society charges, stamp duty and registration charges shall be borne and paid by the Transfer fees and / or donation and / or contribution to a jupic or the provided of the said Society for the above that is shall be borne and paid by the Transferee alone and the Transferor and the Transferee and bear at their Dan Solicitors / Advocates professional costs and fees.

The Income Tax Permanent Account Numbers of the parties hed

1. Transferor - PACL Limited

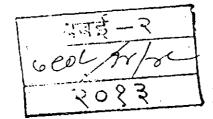
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2. Transferee - IIT Investrust Limited

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FIRST SCHEDULE PARTI

All that piece and parcel of land ground of plot situated, lying and being in City Survey No. 1952 of Byculla, more particularly known as Kabutarpada situated at N.M. Joshi Marg, Byculla (w), Mumbal -400 011 admeasuring about 3766.75 sq.mtrs, or thereabouts or more and bounded as follows:-

On or towards the North-by :-

Keshwarao Khade Marg

On or towards the South by :-

Partly by Maruti Lane and Partly by Mayekar Building

On or towards the East by :-

N.M. Joshi Marg

On or towards the West by :-

Partfy by Jai Amba Building and Partly by Indian Hotel Company

Staff Quarters (Taj Mahal Hotel)

#### PART II

All that piece and parcel of land admeasuring about 1233.28 sq. mts. Situated at Byculla (W), Mumbai 400 011 the same being portion of land described in First Schedule hereinabove and bounded as

On or towards North

On or towards East

On or towards South

towards West

Keshavrao Khadya Marg

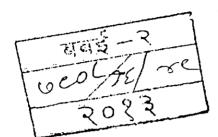
Rehabilitation building

Recreation ground .

Plot of land bearing C.S. No. 3A,

SECOND SCHEDULE

is being, Flat No. 1101 with Super Built-up area of 1247 sq.ft and pate-No. 1101 A with Super Built-up area of 324 sq.ft and Built-up Area of 324 sq.ft Lokhandwala Galaxy building situated,, and 324 sq.ft. at C.S. no. 1952, N.M. Joshi Marg, Byculla (w) , Mumbai 400 011 together with car parking space, common area, common facilities in the building constructed in the year 2004.







15 by cler Halding

IN WITNESS WHEREOF the Transferor and the Transferee have hereunto set and subscribed their respective hands and seals hereunto the day and year first hereinabove written.

by the withinnamed Transferor

PACL LIMITED, through the hand

of its Director /Authorized Signatory Mr. PARAMJIT SINGH KANDA pursuant to)

the Resolution of its Board of Directors )

dated 4 oct 2000 the presence of:





Authorised Wightstory

SIGNED SEALED AND DELIVERED

By the withinnamed Transferee

IIT INVESTRUST LIMITED through the

hand of its Director / Authorized

Signatory Mr. BHAGCHAND MAHAGSHWARI

pursuant to the Resolution of its Board of Directors dated September 06, 2013 )

in the presence of:



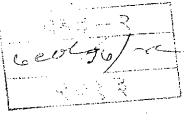
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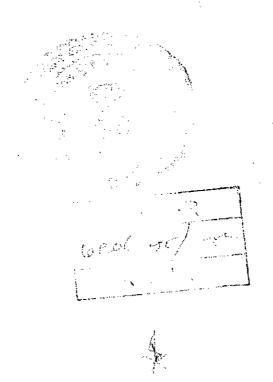
Dirator

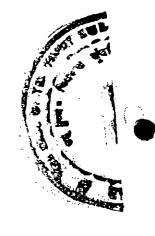






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#### RECEIPT

PACL Ltd.(Seller) hereby acknowledges the receipt of sum of Rs. 4,45,50,000/- (net of TDS) from IIT Investrust Ltd.(Purchaser) by way of Cheque no.138461 dated 08.10.2013 for Rs. 4,45,50,000/- drawn on Axis Bank Limited towards full and final consideration for the sale and transfer of:-

- a) Flat No. 1101 on the 11th Floor with Super Built-up Area of 1247 sq.ft. and Built up area of 998 sq. ft and Flat No. 1101A on the 11<sup>th</sup> Floor with Super Built-up Area of 324 sq.ft. and Built up area of 259 sq. ft in Lokhandwala Galaxy building situated at C.S. no. 1952, N.M. Joshi Marg, Byculla (w), Mumbai 400 011 together with car parking space, common area, common facilities in the building.
- b) 5 (Five) fully paid up shares of Rs. 50/- (Rupees Fifty only) each numbered from 246 to 250 (both inclusive) as per Share Certificate No. 50 (for Flat No. 1101) and 5 (Five) fully paid up shares of Rs.50/- (Rupees Fifty only) each numbered from 251 to 255 (both inclusive) as per Share Certificate No. 51 (for Flat No. 1101A) issued in favour of PACL Ltd. by the Society, namely, Lokhandwala Galaxy Housing Complex.

I SAY RECEIVED

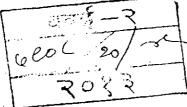
tor/Authorized Signatory,

PACL Ltd.

Date:-

Place:-









INVESTRUST

CERTIFIED TRUE COPY OF BOARD RESOLUTION OF HT INVESTRUST LIMITED PASSED ON SEPTEMBER 6, 2013 AT 5.00 PM AT THE REGISTERED OFFICE OF THE COMPANY AT RAJABAHADUR MANSION, 2ND FLOOR, 28 BOMBAY SAMACHAR MARG, FORT, MUMBAI 400 001.

## PURCHASE OF PROPERTY:

"RESOLVED THAT Mr. G. Jeevanantham, Mr. B.C.Maheshwari Whole-time Directors and Akash Agarwal, Finance Manager of IIT Insurance Broking And Risk Manager Private Limited be and are hereby authorised to negotiate the price, to agree to such modification as may deem fit and finalise the deal in consultation with the Mr. Bipin Agarwal for the purchase of flats situated at Byculla and to do all such acts and deeds as may be necessary, incidental or consequential thereto.

RESOLVED FURTHER THAT Mr. G.Jeevanatham or Mr. B.C. Maheshwari, Whole-time Directors of the Company be and are hereby authorised to execute and sign Agreement to Sell / Sale Deed and other requisite documents including declarations, affidavits, undertakings and other papers as may be deemed necessary for the aforesaid purpose to represent on behalf of the Company at the office of the Sub Registrar or any other constraints and offices for registration of documents and to do all such acts, deeds and matters and/or things as heavy be expedient or necessary for better and more perfectly implementing the transactions.

RESOLVED FURTHER THAT a certified copy of the forgoing resolution only signed by Mr. G.Jeevanatham or Mr. B.C.Maheshwari, Whole-time Directors be 6 shift to the concerned persons, when required."

Certified True Copy
For IIT INVESTRUST LIMITED

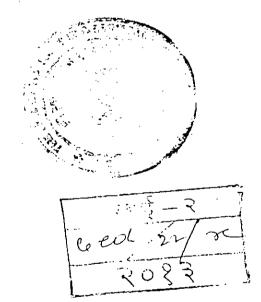
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वबई – २ ७*८०* ८ ७/ ४८ २०१३



Regd. Office: Rajabahadur Mansion, 2nd Floor, 28, Bombay Samachar Marg, Mumbai - 400 001. Tel.: (+91) 22-4325 0100 / 2266 0765 / 5453 / 4476 - Fax: (+91) 22-2265 1105





(152)



## PACL LIMITED

EXTRACTS OF THE MINUTES OF THE MELTING OF THE BOARD OF DIRECTORS OF M/S PACL LIMITED HELD ON MONDAY, 7<sup>th</sup> DAY OF OCTOBER, 2013, AT 10:00 A.M. AT THE CORPORATE OFFICE AT 7<sup>th</sup> FLOOR GOPAL DAS BHAWAN, 28, BARAKHAMBA ROAD NEW DELIII-110001

"RESOLVED THAT in supersession to the resolution passed earlier by the Board of the Company, vide its meetings dated 26th August, 2013 and 21" Spetember, 2013, for the sale of property of the company, situated at "Lokhandwala Galaxy CHS Ltd., K. K. Marg, Opp. 'S' Bridge, Byculla West, Mumbai - 11", the consent of the Board be and is hereby accorded for the sale of the said premises to M/s IIT Investrust Limited having its registered office at Rajabahadur Mansion, 2nd Floor, 28 Bombay Samachar Marg, Fort, Mumbai, Maharashtra - 400001 as per terms and conditions listed

S. No.		Consideration Amount (Rs.)
,	Flat No. 1101 Lokhandwala Galaxy Junction of N M Joshi and K K Marg, Near 'S' Bridge, Byculla, West Mumbai - 400011	4,50,00,000/- (Four crores and Fifty Lacs only)

ACESOLVED FURTHER THAT Mr. P.S. Kanda, Sr. Manager, be and is hereby authorized, to sign and execute the sale deed/ Agreement to sell and other requisite framents including declaration, affidavit, undertaking and other papers as may deement he said to the aforesaid purpose and to comply with all the formalities whatsoever berequired for the said turpose and to represent the company before the concerned authorities and talso to appoint experts consultants, advocates and to perform all such acts and deeds ancillar fraud in the stall the top for and on behalf of the Board.

RESOLVED FURTHER THAT a copy of the said resolution duly certified, jointh in severally, by their reference and records"

CERTIFIED TO BE TRUE COPY FOR PACE LIMITED

(COMPANY SECRETARY)

2083 R083

Regd, Office: 22, 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur-302004 Ph.: 0141-5111701 Corporate Office: 7th Floor, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi - 11000; Phone No.: 011-43650000, Fax No.: 011-43650028-29





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## SOCIETY REGISTRATION NO. MUM/W(E)/H.S.G.J(T.C.)/8544/2008

KESHANPAO KHADEY MARG | OFP 'S' BRIDGE | BYCULLA (W) | MUMBAI 400 011 | TEL 022 2308763.6 galaxy\_tower11@rediffmail.com;



Mn,,Date: 12.11.2013 Place: Mumbai

## TO WHOMSOEVER IT MAY CONCERN

Re: Flat No. 1101 & 1101A of M/s. PACL Limited in the building called Lokhandwala Galaxy Co-operative Housing Society Ltd. situated at C. S. No. 1952, N. M. Joshi Marg, K. Khadye Marg, BYCULLA (West), MUMBAI - 400 011.

This is to confirm that our above named society is registered ander No. MUM / W[E]/HSG./[TC]/8544/2006 dated 10-02-2006. The deed conveying / transferring the land and the said building to our society is not executed and it will be done in due course.

M/s. PACL Limited are members of ("the member") of our society. The Share Certificates No.246 to 250 and 251 to 255 members is sued to them.

We confirm that our society has agreed to transfer sell all above flat in the name of proposed Transferee, subject to completion of the transfer formalities in the said flat and the shares.

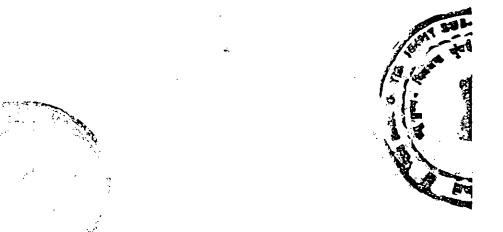
We also confirm that there are no outstanding dues charges payable by the said member in respect of the said flat and he had paid all the taxes / dues in respect of the same upto 31 to to 33.

For LOKHANDWALA GALAXY CHSLTD.

MUMBAI S

Hon. Secretary

日日前 - R 10eoC Zy/gC R0 P 3



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# SOCIETY REGISTRATION NO. MUM/W(E)/H.S.G./(T.C.)/8544/2006

KESHAVRAO KHADEY MARG | OPP 'S' BRIDGE | BYCULLA (W) | MUMBAI 400 011 | TEL 022 23087834 galaxy\_towerl 1@reciffmail.com|



12th November, 2013

## TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. PACL Limited are bonafide members of our society. Occupying Flat No. 1101 & 1101A. Other details for the purpose of Stamp Duty Payment are as follows:

1. Municipal Ward No.

'E' Ward

2. Exact Location of the Building

Keshavrao Khadye Marg,

Opp. S. Bridge, Byculla (West), Mumbai - 400 011.

3. No. of Floor in the Building

Podium + 19 Floors

4. No. of Lifts

3 Lifts

. Area of the Above Flat

Flat No. 1101 - 1247 Sq.ft, Built up Area

Flat No. 1101A- 324 Sq.ft. Built up Area

6. Year of Construction

2004

7. Assessment Tax Bill

Copy Anached

8. C.T.S. No.

1952.

9. Registration No

1752.

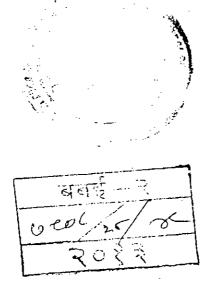
MUM/W(E)/H:S.O. (T.C

For Lokhandwala Galaxy CHS Ltd.

MUMBAI) CO

Hon. Secretary

(147)





मालमला कर दक्क प्तदर देवज वृह-मुंबई बहानगरवालिका अकिनियम, १८८८ मधील कलब १०० अन्तवे जारी करण्यात आले. अ €X1906390070000 देवक क्रमांक 2013-2014 201310BIL02077491 देवक दिनक क्काराचे नात व पत्तः : SECY.LOKHANDWALA GALAXY CO 201320BIL02077508 16/06/2013 सव. क. व से. / विषाव : E Ward, Municipal Office Building, 1( OP CHS LTD. C.S.NO.1952 N.M. JOSHI Shikh Hafizuddin Marg Byculla, Mum MARO K.K.MARG BYCULL,A(W)MUMBAI-27 400 008 मालमता क्रमंक, सर्वका क्रमंक, रमतोचे तव / चिन, भी. ही. एस. क्र / प्लार क्र., नावाचे सन, मार्च क्र., मार्चचे सन, दिकान, भलभतोचे वर्चन, परदारपानी सर्वे. W O ESTATES M C G B E-7253(2D)(1)(2)(2A)(2C) & 7428-30 C S 1952 N M JOSHI MARG LOKHANDWALA GALAXY CO.OP.HSG.SOC. प्रथम करोनेप्रारम दिनोकः 22/02/2006 जसगढेबी क्रमांक : एकूम मोडवली मूल्य : ₹ 503788335 Fifty Crore Thirty-Seven Lac Eighty-Eight Thousand Three Hundred Thirty-Five Only ३१/०३/२०१० व तासे पर्याची कानामी ₹ 0 ०१/०४/२०१० य करते जंतरनी धकनानी ₹ 0 पक कालाक्यी : कराचे नाव : 01/04/2013 31/03/2014 (सर्व रक्कम रूपधामध्ये) 01/04/2013 01/10/2013 ते धर्वशक्रक कर 30/09/2013 31/03/2014 जल कर 278953 अललापकर 278 मरानि:सारक कर 175005 मस्त्री:सारण तक्ष्य कर 175 म.न.प. शिद्यम् उपकार 109027 **एक्च** हिल्ल उपकर 109 103938 गेजबर स्ये उपकर 103 83635 वृक्ष उपवर 83 976 5094 कतम १५३ अ उसर दंशची (करून : 51 129344 एकुष, देवक स्वक्षाः 129: 885972 8859 त्या देवकांच्या अभिवनाती रक्कम द्भानी स्कम 885972

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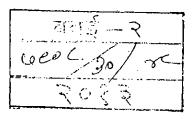
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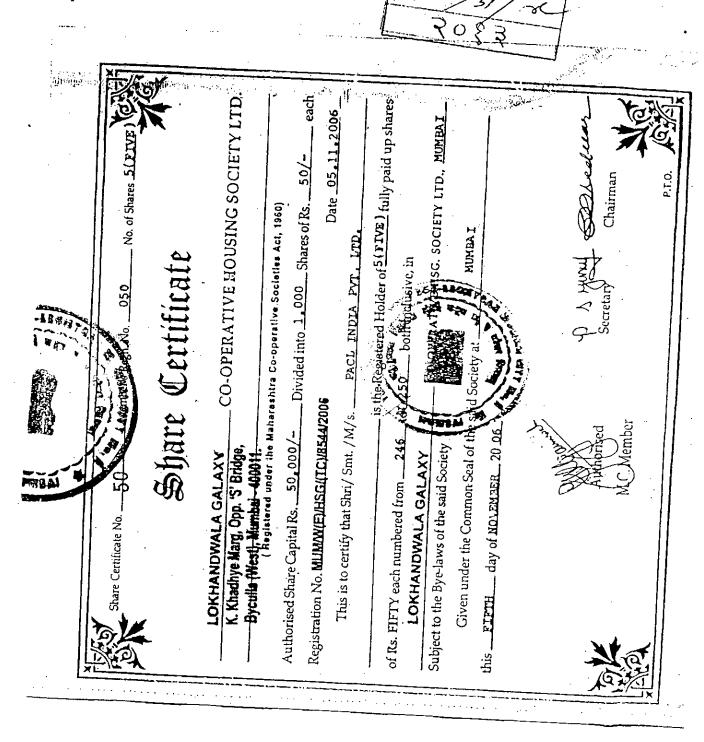
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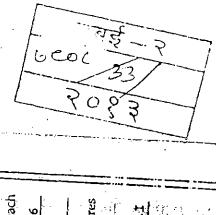




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Secretary	Chairman	Authorised M. C. Member			
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-CO-OPERATIVE HOUSING SOCIETY LTD. is the Registered Holder of **5(FIVE)** fully paid up shares each Date 05,11,2006 MUMBAL Authorised Share Capital Rs. 50,000/- Divided into 1,000 Shares of Rs. 50/-SOCIETY LTD. Bycults (West), Munical - 200011 Registered under the Maharachira Co-operative Societies Act, 1960) PACL INDIA PVT. LTD. Share Certificate Registration No. MUMMIEIMSGUTCINSSELIZONS This is to certify that Shri/Smt. /M/s.\_ Given under the Common Seal of the sa day of NOVEMBER 2006 K. Khadhye Marg, Opp. 'S' Bridge, Subject to the Bye-laws of the said Society of Rs. FIFTY each numbered from 251 LOKHANDWALA GALAXY LOKHANDWALA GALAXY Share Certificate No.

Secretary

P.T.O.

Authorised Chairman M. C. Member  Authorised  Authorised  Chairman		,	_
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Authorised Chairman M. C. Member			
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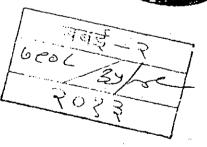


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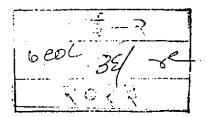
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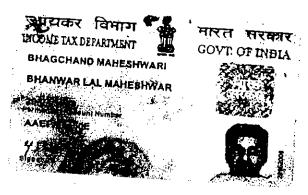




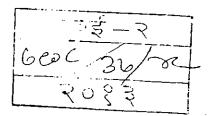






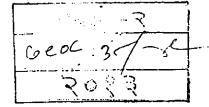


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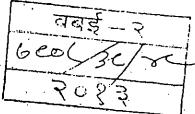


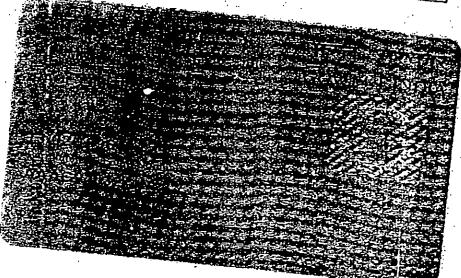




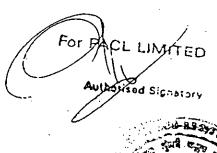




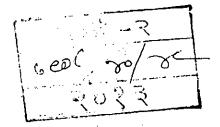










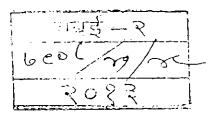




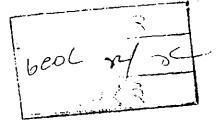


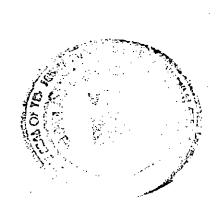




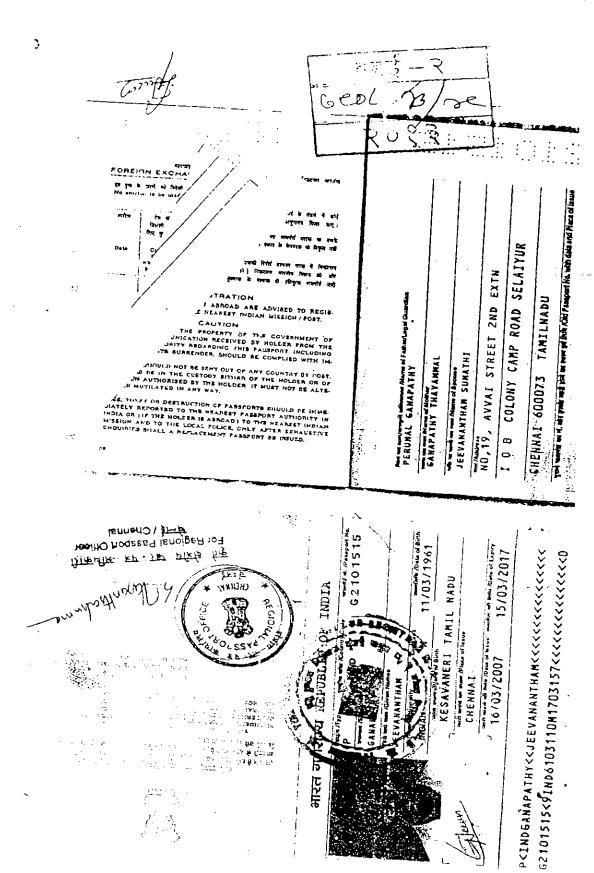


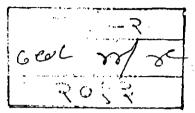


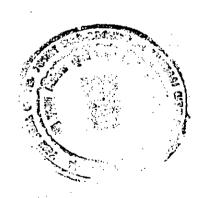














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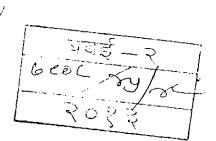
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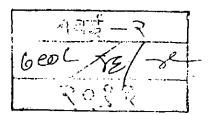
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दस्त क्रमांक: बब इ2 /7908/2013

बाजार मुल्य: रु. 1,86,42,000/-

मोबदला: रु. 4,50,00,000/-

भरतेले मुद्रांक शुल्क: रु.22,50,000/-

दु. ति. सह. दु. ति. बयद2 यांचे कार्यालयात

अ. कं. 7908 वर दि.20-11-2013

रोजी 11:02 म.पू. वा. हजर केला.

पावती:9440

पावती दिनांक: 20/11/2013

सादरकरणाराचे नावः आय.आय.टी. इन्वेस्ट्रस्ट लिमिटेड तर्फें संचानक भागचंद . महेश्वरी

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एकुण: 31000.00

सह पूर्यमे निवंधक, मुंबई-2

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हृद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्य उप खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का के. 1 20 / 11 / 2013 11 : 02 : 26 AM ची वेळ: (सादरीकरण)

शिक्का के. 2 20 / 11 / 2013 11 : 03 : 07 AM ची वेळ: (फी)

प्रतिज्ञापत्र

्राह्मर वस्ताऐवज हा भोंदणी या. या. १२०८ अंतर्वत अस्त्येख्या तस्तुर्देश्वस्त चोंदणीस भारत्वत केलेला आहे. ' दस्ता प्रेल लाखं भजनूर, निम्मादफ व्यक्ती, साक्षीदार व बोवत जोडलेल्या कागदपद्रांची राज्यता नपासकी शहे. ' दस्ताची सत्यता, यैधता कागदणीर वर्षम्साठा दस्त निम्मादक व कपुलोधारक हे संपूर्णपणे जवाबदार शहतील.

लिहून देणारे:

15 Lucle maldea

हि।हून धेणारे:

दस्त गोपवारा भाग-2

ववइ2 दस्त क्रमांक:7908/2013

दस्त क्रमांक :ववइ2/7908/2013

दस्ताचा प्रकार :-करारनामा

अनु क्रा. पक्षकाराचे नाव व पत्ता

1 नाव:आय.आय.टी: इन्वेस्ट्रस्ट लिमिटेड तर्फे संचालक भागचंद . महेश्वरी पत्ताः प्ताट नं: ., माळा नं: 2 रा मजला, इमारतीचे नाव: राजाबहादुर मेंशन, ब्लॉक नं:फोर्ट, रोड नं: 28 वॉम्बे समाचार मार्ग, महाराष्ट्र, मुम्बई.

पक्षकाराचा प्रकार लिहन घेणार वय :-54 स्वाक्षरी:-

15 lagelin riold. पॅन नंबर:AAACI1080R

नाव:पी ऐ सी एल लिमिटेड तर्फे अँथो सिग्नेटरी परमजीत । लिहून देणार 2 पत्ता:प्तॉट नं: ., माळा नं: 7 वा मजला, इमारतीचे नाव: वय :-46 म्बाभूमै:

गोपाळदास भवन, व्लॉक नं: न्यू दिल्ली, रोड नं: 28 वारखंवा रोड, दिल्ली, मेंट्रल दिल्ली. पेन नंबर:AAACP4032A



खागाचित्र



अंगठ्याचा ठसा

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कवुल करतात. शिक्का क.3 ची वेळ:20 / 11 / 2013 11 : 04 : 06 AM

ओळख:-

........ खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

पक्षकाराचे नाव व पत्ता

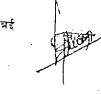
नाव:पी जीवानाथम

पत्ता:19 अब्बाई स्ट्रीट, 2 स एक्सटेंशन, आय ओ वी चेन्नई

पिन कोड:600073

नाव:विनोद के प्रमु

पत्ता:406 ब्रिल्डीम ने पिन कोड:40<del>0</del>06





स्वाक्षरी



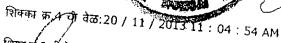
झायाचित्र



अंगट्याचा दसा







शिक्का क्र.5 ज़ी वेळ:20 / 11 / 2013 11:05:09 AM नोंदणी पुस्तक 1 मध्ये विकास सह दुरयम चिक्रमन, मुंबई-2

प्रमाणित करणेत येते की वस्तामध्ये एकूण.... पुराकतमांक १, बगई स ७८०८

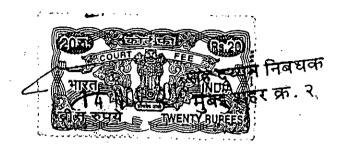
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Know Your Rights as Registrants

- 1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning. सह दुसमेनिकीयक मुंबई सिष्टिश्री/३०१३
- 2. Get print and mini-CD of scanned document along with criginal document, immediately after registration. For feedback, please write to us at feedback.isanta@ymail.com

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(125)





खरी प्रत नक्कत तपासली नक्कत केली

कि बार्च निर्म

भीभीनती 310% थि। कार्रिमाल याना त्यांचे ता22191) प्रया अजीनुसार क्रीड २२ विकेस दिसी तारीख 28.09) 2013

सह दुय्यन निवंधक मुंबई राहर प्रा. २

No.
-----

Share Certificate No. 51 Member's Rego No. 051 No. (Share 5(FIVE)

# Share Certificate

LOKHANDWALA GALAXY CO-OPERATIVE HOUSING SOCIETY LTD.
K. Khadhye Marg, Opp. 'S' Bridge,
Byculia (West), Mumbai - 00011  (Registered under the Maharashtra Co-operative Societies Act, 1960)  Authorised Share Capital Rs 50,000/- 2011 1 200
Authorised Share Capital Rs. 50,000/- Divided into 1,000 Shares of Rs. 50/- each
Programme N. Miller N. Divided into 1,000 Shares of Rs. 50/- each
Registration No. MUM/W(E)/H3G/(TC)/8544/2006  Date 05.11.2006
This is to certify that Shri/Smt. /M/s. PACL INDIA PVT. LTD.
is the Registered Holder of 5(FIVE) fully paid up shares
of Rs. FIFTY each numbered from 251 to 255 both inclusive, in
LOMANDWALA GALAXY
Subject to the Bye-laws of the said Society CO-OPERATIVE HSG. SOCIETY LTD., MUMBA I
Given under the Common Seal of the said Society atMUMBA I
this FIFTH day of NOVEMBER 2006
· Jew
C. W. id Curr
1) your Schedeller-
Axthorised Secretary Chairman
M.C. Member

(123)

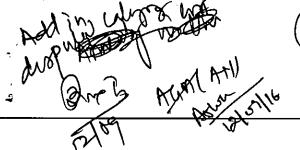
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Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Transferred	Regn. No. o
23-10-2013		C 5   GALANCE	PAUL L'mrkd  Whomsed Chairman  M. C. Member	RAPIL
26.09.2014	2	MALA GALANTA	TIT Investorest Limited  Studies  Chairman	- KALIM-
•	·	·	Authorised Chairman M. C. Member	Secretary,
		·	Authorised Chairman M. C. Member	Secretary
			Authorised Chairman M. C. Member	Secretary

(123)

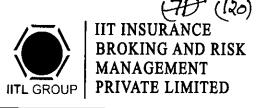
ř=//. *	
Share Certificate No. —50	Member's Regn. No. of Shares 5(FIVE)
<b>S</b> h	are Certificate
LOKHANDWALA GALAXY K. Khadhye Marg, Opp. 'S' Bridg  Byculla (West), Mumbai - 400011	CO-OPERATIVE HOUSING SOCIETY LTD.
( Hegistered under t)	ne Maharashtra Co-operative Societies Act, 1950)
Authorised Share Capital Rs. 50,00	Divided into 1,000 Shares of Rs 50/-
Registration No. MUM/W(F)/HSG/(TC)	/8544/2006 Date 05.11.2006
This is to certify that Shri/Sm	t. /M/s. PACL INDIA PVT. LTD.
of Rs. FIFTY each numbered from	is the Registered Holder of 5 (FIVE) fully paid up shares
LOKHANDWALA GALAY	to _250 both inclusive, in
Subject to the Bye-laws of the said Soci	Y CO-OPERATIVE HSG. SOCIETY LTD., MUMBAI
Given under the Common Seal	of the said Society at
this FIFTH day of NOVEMBER	20 <u>06</u>
SAL MC.	horised Secretary Chairman

1:01 A

	MEMORAND	UM OF TRANSFERS OF T	SE A THIN MENTION	ED SHARES	
Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Tra		Regn. No. of Transiered
23-10-2013		MUMBA)	PACL Limit	Chairman	
26-09.2014	2.	White Garage And Control of the Cont	Limited Limited Manager Manage	Chairman	RAPIN- Secretary
			Authorised M. C. Membar	Chairman	Secreta(
		· .	Authorised M. C. Member	Chairman	Secretary
			Authorised M. C. Member	Chairman	Secretary



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September 08, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd..
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Dear Sirs,

This has reference to the "NOTICE INVITING EXPRESSION OF INTEREST FOR SALE" given by Justice (Retd.) R.M. Lodha Committee (in the matter of PACL Ltd and other connected appeals) which has recently been uploaded on the website - http://www.sebi.gov.in

Upon perusal of the properties listed for auction in the said Notice inviting Expression of Interest, it is observed that Flat No. 702. 7th Floor. Shanta Shivam Co-operative Housing Society Limited. 8. Babulnath Road, Mumbai 400 007 also has been included in the said list.

We bring to your kind attention that sometime around mid-June 2016, Officials of UTISL had visited the above-referred property and intimated orally to the occupants, that the said property has been identified, (in compliance with the Supreme Court Order) and will be sold and the proceeds remitted to the investors of PACL.

Upon learning the same from the Officers, the Company had sent a letter dated June 25, 2016 (copy enclosed) to the said Committee informing them that this property has been purchased by us from PACL Ltd and PACL Ltd has no right title or interest in the said properties any more. More importantly, the consideration has been paid as per valuation reports reflecting the prevailing market prices at that time. Therefore, PACL Limited having received proper consideration for the flat at that time, it fails to reason why this flat is being proposed to be sold to generate funds for their investors, when PACL Limited does not even own the flat and has already received consideration against them. There could be no dispute in this regard as the Co-operative Society has also admitted the Company as member and have issued Share Certificate accordingly.

We once again enclose a copy of the said letter, proof of dispatch to the Committee as well as copies of the Sale Deed and Share Certificate for your ready reference.

We therefore request you to kindly delete the name of the properties from the auction list. We remain confident that if any other information, clarification, documents is required, you will give us an opportunity to submit the same and also give us an opportunity of personal hearing before taking any steps adverse to the interest of our company.

Thanking you,

Yours faithfully,

For IT Insurance Broking and Risk Management Private Limited

Bipin Agarwal Director

Encl: A/a

E-mail: infomumbai@iitinsurance.com, Web.: www.iitinsurance.com

June 25, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)

Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Respected Sir,

Sub: ENQUIRY BY THE OFFICERS OF UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.
WITH RESPECT TO OUR COMPANY'S PREMISES ON 11.06.2016

This has reference to the visit by few officers from UTI Infrastructure Technology and Services Ltd., on June 11, 2016 at the residential premises owned by our Company being Flat No. 702, 7<sup>th</sup> Floor, Shanta Shivam Cooperative Housing Society Limited, 8, Babulnath Road, Mumbai 400 007.

These officers informed that their visit was in compliance of directions of a Committee chaired by your good self, to visit the apartment and ascertain its saleability for raising funds to repay the investors of M/s PACL Ltd. in compliance with court orders.

Sir, PACL Ltd. has no right, title or interest in this apartment as we have purchased it by a Deed of Transfer dated November 21, 2013, duly registered as per law. Copies of the registered sale deed evidencing the sale is enclosed for your kind perusal as ANNEXURE - A. At the time of purchasing the apartment, we had tendered consideration of Rs. 9,50,00,000 (Rupees nine crores and fifty lakhs only), after getting a valuation carried out by an independent valuer. Copy of the valuation report is enclosed herewith for your kind consideration as ANNEXURE - B.

We hope this clarifies any doubts in the matter. In case the officers of UTI Infrastructure Technology and Services Ltd. or the Committee members require any further clarifications, the undersigned may be contacted.

Thanking you,

\_Yours sincerely,

For IIT Hourance Broking and Risk Management Private Limited

Bipin Aga wal

Encl: A/a

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CIN No. U67190MH2008PTC187076

Direct Insurace Broker IRDA License Code No. DB-430/09 Valid upto October 19, 2018

Registered Office: Rajabahadur Mansion, 2nd Floor, 28, Bombay Samachar Marg, Mumbai - 400 001

Tel.: +91-22-43250100, Fax: +91-22-2265 1105

E-mail: infomumbai@iitinsurance.com, Web.: www.iitinsurance.com

SP BAZAKBATE PO (400001) EM934740782IH Counter No:1.0P-Code:(44) TO:JUSTICE R H LODHA, - CHYAKYAFURI, PIN:110021 From: JIT INSTRACE INOVING, MATERIA Wt:188grams. Amt:69,00 ,27/06/2016 ,15:13 Taxes:Rs.9.00k(Track on www.indiapost.gov.in



06/02/2014

सूची क्र.2

दुष्यम निवंधक : सह दु नि.मुंबई शहर र

दस्त क्रमांक : 7983/2013

नोदणी :

Regn:63m

गावाचे नाव: 1) मलबार

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

95000000

(3) बाजारभाव(भाडेपटटयाच्या वाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

96415000

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

1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन : इतर माहिती: सदनिका नं 702, 7 वा माळा , शिवम बिल्डींग 8, बाबुलनाथ रोड , बाबुलनाथ टेपल जवळ , मुं 07, सोबत 2 कारपार्कींग सहीत( ( C.T.S. Number : 433,1/433 ; ) )

(5) क्षेत्रफळ

1) 1350 चौ.फूट

(6)आकारणी किंवा जुडी देण्यात असेल

तेन्हा.

(7) दस्तऐवज करुन देणा-या/लिहुन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी स्थायालयाचा हुनुमनामः किंवा आदेश असल्यास,प्रतिवादिन नाव व पत्ता.

1): नाव:-प्री ए सी एल ति तर्फे ऑथो सिग्नेटरी परमजीत सिंग कांडा वय:-46; पत्ता:-प्यांटः -, माळा नं: 7वा मजला, इमारतीचे नाव: गोपाल दास भवन , ब्लॉक नं: न्यू दिलकी , सोड नं: 28 वाराखंबा रोड . , . पिन कोड:-110001 पॅन नं:-AAACP4032A

(8)दस्तऐंबज करुन घेणा-या पक्षकाराच व किंवा दिवाणी न्यायालयाचा हुकुमनाभा किंवा आंदश असल्यास प्रतिवादिचे नाव व पता

1): काय:-आय क्षाय टी इंक्शुरंन्स ब्रोकींग एंड रिस्क मॅनेजमेंट -प्रा लि तर्फे क्षॅक्रो सिब्रेटरी -कांचन कुमार सरखेल ६थ:-57; पत्ता:-प्लॉट नं: -, माळा नं: 2 रा मजला, इमारतीचे नाव: राजादहादूर मेंशन , ब्लॉक नं: फोर्ट मुं 01, रोड नं: 28 बॉम्बे समाचार मार्ग् , , . . पिन कोड:-400001 ਖੱਜ ਜ:-AABCI9741E

(9) दस्तऐवज करुन दिल्याचा विनांक

21/11/2013

(10)द्रत नोंदणी केल्याचा दिनांक

22/11/2013

(11)अनुक्रमांक, खंड व पृष्ठ

7983/2013

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

4821000

(13)वाजारभावाप्रमाणे नोंदणी शल्क

30000

(14)शेरा

खरी प्रत नक्कल तपासली

नक्कल केली

場」/別刊引\_**ペート** याना त्यांचे ए। १९००। १९६वा अर्जानु D Jeo भ)ः॥ दिन्ना **(तरीख<u>ण्ड</u>ी** 

पुंबर्द अहर कर र

मुल्यांकनासाठी विचारात घेतलेला



(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



(67) (11b)



# महासाद्र शासन -- सेंद्णी व मुद्रांक विमाग

## मुल्यांकन अहवाल एन २०१० -

ñ.	दस्ताचा प्रकार :- क्रेर्राय - मि अनुवाद क्रमांक
<b>?</b> .	सादरकार्याचे नाव:- 3नाम अनाम की र्रेन्स्ट्रम बीकीम भार विकास में बेट
ÿ.	तालुका:- प्रांसी अंधेरी । बोरीवली । कुर्ला १७०० १७०० न
У.	भागचे नाव:- मालबार उन्ह अनामा। रीला
٧.	नगरभुमापन क्रमांक / सर्चे कं. / अंतिम भुखंड क्रमांक :- 2 3 3 9 / 3 3
ξ.	गूल्य दर विभाग (द्रोल) :- 🕜 जपविभाग 📗 🧲
<b>v</b> .	निळकतीचा प्रकार :- खुली जमीन निवासी छार्यालय दुकान औदवोगिक
	पति चौ. मी. दर:- 9८८१००/
ι.	यस्तात नमुद केतंत्या निळकतीचे क्षेत्रफळ :- 93 90 कारपेट / डिव्हा-एड ची. मीस्ट / पूट
۲.	कारपाकिंग :- ्र पच्ची :- पोटनाळा :-
40.	मजला क्रमांक :- 🔱 व् T
•99.	यार्थकाम वर्षः प्रसाराः -
SÞ.	राधकामाचा प्रकार :- आरआस्ती / इतर पक्के / अर्धे पक्के / कच्चे
93.	राजास्तुल्यदर तक्लातील मर्लदर्शक मुचना क्र.:-
٩४.	भाडेकर व्याप्त मिळकत असत्यास :- १. त्याच्या ताव्यादील क्षेत्र भून के ) :-
	रः नवीन इमारतीत दिलेले स्टब्स
,	्रे भाउपादी स्वकार् se
94.	तिन्ह ॲन्ड लायसन्सचा दस्त :- १.गृतिमाइ भाडे रक्कम :-
	निवासी / अनिवासी २. अनानत रवकम् आगावू भावे +
•	<u>। कातावधी २</u> — २
٩٤.	निर्धारीत केलेले बाजारमूल्य:
9७,	दस्तामध्यं स्वितिती मोबदला :- २०१३
*	The state of the s
٩٤	देप मुद्रांक गुल्क:- ४८,२०,७ ५० भरतेते मुद्रांक शुल्क:- ४८,२१०.००
98. j	देप नोंदणी की:- 30000/
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ालपीक	- त्तह दुय्यम निर्देशक

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#### CHALLAN MTR Form Number-5

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#### CHALLAN MTR Form Number-6

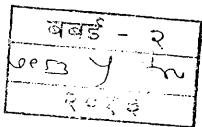
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**उमट** मुदाक फ्रेंबींग अल्ट्रा कागतेट तेम्य खाली तथाक्षले च एस. एम. एस. / संबंधीत पाधिकृत आधिक मंत्री दुरध्यनीवकन संदर्भ साधुन भेळ बरोबर आढळुन आंता

DEED OF TRANSFER

THIS DEED OF TRANSFER is made at Mumbal this 21 day of November, 2013 between PACL Limited, a company incorporated under the Companies Act, 1956 having in Corporate Office at 7<sup>th</sup> Floor, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi – 110 00 hereinafter referred to as "THE TRANSFEROR" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include successors and

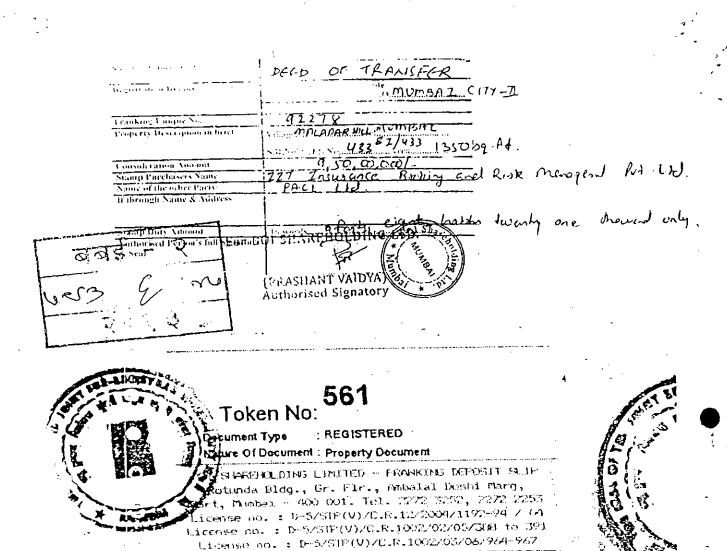
And

IIT Insurance Broking and Risk Management Private Limited, a Company incorpogate under the Companies Act, 1956, having its Registered Office at Rajabahadur Mansion, 2 Floor, 28 Bombay Samachar Marg, Fort, Mumbal 400 001 herein after referred to as "The state of the state of t TRANSFEREE" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include successors and assigns) of the OTHER PART.

For DOI SHAREHOLDINO LTD.

Ground Pear, Batunds Budg





Franking Value : Rs. 4,821,000.00 Service Chg & Rs.10 per Doc: Rs. .00

Total : Rs. 4,821,000.00

tlame of the stamp duty paying party: III INSURANCE PROKING & RISK MANAGEMENT PUT LITD

Payment Mode : A/c. Transfer

Trf: 4,821,000.00

Drawn on Bank : AXIS BANK

( For Office Use Only )

Tran

Frankling Sr. No.

(Signature)

(Franking Value x Number of Documents)

4821000 X 1

BUT SHAREHOLDING LTD.

DELIVERED FRANKED DOCUMENTS

#### WHEREAS:

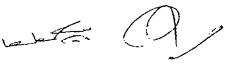
to a flat having area of admensuring approximately 1350 sq. ft. bearing flat no. 702 on the 7th Floor of Shivam building situated at 8 Babulnath Road, Near Babulnath Temple, Mumbai 400 007, (hareinafter referred to as 'the said Flat') together with two car parking spaces on the ground and third floor each, in the stillt parking of the building (hereinafter, the said Flat and car parking spaces are referred to as 'the said Premises', more particularly described in the Schedule hereto), at Shanta Shivam Co-operative Housing Society Limited formed and Registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. MUM/WD/HSG/(TC)8533 of 2005-2006 (hereinafter referred to as 'the said Society')



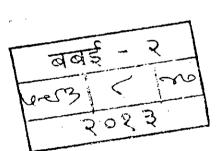
2. The Transferor is a registered member of the said Society and is holding 5 fully paid up shares of Rs.50/- (Rupees Fifty only) each numbered from (both inclusive) as per Share Certificate No. 4 issued by the said Society (holding of the said Shares") and is absolutely entitled to the beneficial paracticle interest into and over the said Premises.

The said Premises was originally purchased by the Transferor from the previous owner, namely, Mrs. Renu Sharma, vide a Deed of transfer dated 21 to progression. The previous owner had purchased the said Premises and the said Shares from the developers of the property, namely, Orbit Cybertech Ltd., on which the said Society was formed, vide a sale agreement dated 31° January, 2005. The Transferor had paid the full consideration to the previous owner vide aforementioned deed of transfer dated 21° February, 2008 and complied with all its obligations contained therein and since then, it is the registered member of the said Society and is in lawful occupation of the said Premises...

- 4. The Transferor is entitled to sell, transfer, convey and assign all its right, title and beneficial interest in the said Premises alongwith the said Shares. In furtherance of negotiations between the Transferor and the Transferee, the Transferor has agreed to sell/transfer and the Transferee has agreed to purchase, the said Premises on the terms and conditions contained herein.
- 5. The Transferor has agreed to sell and transfer to the Transferee, and the Transferee has agreed to purchase and acquire all right, title and interest of the Transferor in the said share certificate No. 4 and in Flat No. 702 on the 7<sup>th</sup> Floor of Shivam building situated at 8, Babulnath Road, Near Babulnath Temple, Mumbai 400 007. for a sum of Rs. 9,50,00,000/- (Rupees Nine Crores Fifty Lacs Only) on the terms and conditions hereinafter contained.









- C. The Transferor has obtained the consent of the said Society for the transfer of the said Shares and said Premises to the Transferee. In this connection, the said Society has by its letter dated 20th day of November, 2013 (a copy whereof is hereto annexed and marked as Annexure) granted its No Objection to the Transferor for the sale and transfer of the said Premises in favour of the Transferee.
- 7. The Transferee has paid to the Transferor a sum of Rs.9,40,50,000/- (net after TDS) towards consideration by cheque no.637614 dated 08.10.2013 for a sum of Rs.5,00,00,000/- and cheque no. 637615 dated 08.10.201 for a stime of Rs.4,40,50,000/- ,all 2 cheques being drawn on Axis Bank beford the execution of these presents, the original receipt whereof is attached herewith.

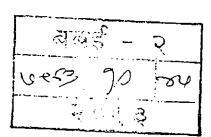
Both, the Transferor and Transferee are also referred to individually as 'Party ស្និង ខ្ល collectively as 'Parties'.

NOW THIS DEED WITNESSETH AND ITS IS HEREBY AGREED BETWEEN THE PARTIE

1.In pursuance of the negotiations between the Parties and in cons 9,40,50,000/- (net after TDS) paid by the Transferee to the Trans (two) cheques i.e. cheque no.637614 dated 08.10.2013

Rs.Rs.5,00,00,000/- and cheque no. 637615 dated 08.10.2013 for 4,40,50,000/- all drawn on Axis Bank Limited, being the full and final received by the Transferor before the execution of these presents (the payments) receipt whereof the transferor doth hereby admit and acknowledge), the Transferor doth hereby grant, convey, assign and transfer unto the Transferee the said Premises with the fixtures and fittings thereon alongwith all the Transferor's right, title and interest in its shareholding of 5 (Five) fully paid up shares of 9.5. 50/- each of the said Society, numbered from 16 to 20 (both inclusive), issued under Share Certificate No. 4 of the said Society (together with its beneficial right, title and interest into and over the sald Premises, being Flat No. 702; admeasuring approximately 1350 sq. ft. on the 7<sup>th</sup> floor of the building known as "Shivam" situated at 8, Babulnath Road, Near Babunath Temple, Mumbai 400 007 together with 2 (two) stilt car parking spaces on the ground and third floor in the said building and which building is situated on property bearing Cadastral Survey Nos. 433 and 1/433 of the Malabar and Cumballa Hill Division and more particularly described in the Schedule hereunder written (the said shares, the aforesaid flat and the aforesaid car parking spaces together with all and singular the right, title and benefits available to the Transferor as member of the said Society and In the sinking fund and other funds of the said Society free from all encumbrances and reasonable doubts.

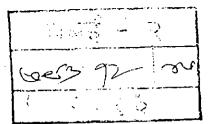
2. The Transferor shall immediately upon the execution hereof handover quiet, vacant and peaceful possession of the said Flat/Premises to the Transferee as the absolute Jowner thereof. In addition thereto, upon the execution hereof handover to the Transferee the original share certificate and Deed of Transfer dated 21" February, 2008 (being the only transfer deed). 3







- $^{6}$  . The Transferor hereby represents, declares and covenants that  $\sim$
- (a) the said Premises are the sole and absolute property of the Transferous same are in the name of the Transferor in the books and all other records of the said Society and the said Premises are free from all attachments, libns, charges, mortgages and encumbrances;
- (b) the Transferor has good right, full power and absolute authority to self the said Premises and there is no impediment or restraint or injunction against the Transferor from being able to do so;
- (c) the Transferor is in exclusive occupation and possession of the said Premises and except the Transferor, no other person(s) has(ve) any right, title, interest, claim or \_\_\_\_\_. demand of any nature whatsoever upon the said Premises;
- (d) The Transferor has paid all charges, dues and other expenses on the said Premises and there are no outstanding amounts or arrears payable to the said Society in respect of Municipal taxes, the outgoings of the said Society, electric any other charges in respect of the said Premises; Further, the Tr owe liability towards any costs, charges or expenses whatsoe said Premises to any government authority or any other perso
- (e) the said Premises are free from all litigations and disputes;
- (f) Notwithstanding any act, deed, matter or thing whatsoever details Transferor or any person or persons lawfully or equitable claiming through, or in trust for the Transferor, the Transferor has full power are authority in its own right to transfer the said Premises and to relinquish and transfer all its rights, title and interest therein in favour of the Transferee;
- Neither the Transferor nor any one on its behalf has committed or omitted to do, any act, deed, matter or thing whereby its holding of the said shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said Premises and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the said shares and its other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise.
- (h) The Transferor has not created or purported to create any tenancy, licence, charge, lease, mortgage, lien or any kind of third party rights over the said Premises and no other person or party have any right, title or interest, claim or demand in, to or upon the same either by way of mortgage, gift , trust, inheritance, lease or otherwise and that the same are free from all encumbrances;
- The Transferee shall upon the execution hereof and receipt of possession as hereinabove mentioned, be fully entitled to quietly and peacefully possess, occupy, enjoy and hold the sald Premises together with all the deposits and any other amount (if any) lying to the credit of the Transferor in the said-Society's account as on the date of this Deed, for unto and to the use and benefit of the Transferee without any hindrance, lien, charge, interest, denial, demand, interruption, eviction







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er claim of whatsoever nature from the Transferor or any perso<del>n என்ற</del>ைய claiming through, under or in trust for the Transferor;

- (j) The Transferor has duly complied with and observed all the Rules, Regulations and By-laws of the said Society and that the Transferor has neither received any notice form the said Society for or in relation to any breach of any of the Rules, Regulations and By-laws of the said Society nor are there any actions or proceedings against the Transferor Instituted by the said Society or any member of the said Society in respect of the said Premises including any notice or action for expulsion or termination of the Transferor as the member of the said Society;
- (k) The Transferor has not received any notice of acquisition or requisition of the said flat and/or the said shares.

The Transferee has purchased the said Premises based on the representations, declarations and covenants of the Transferor.

- 4. The Transferor shall do all such further acts, deeds, matters and things and execute all such further writings as may be necessary to give effect to the provisions of these presents and to effect the sale and transfer of the said Premises in favour of the Transferee as may be necessary.
- 5. The Transferor hereby indemnifies the Transferee and/or its successors/assignees in title against all loss, damages, cost and expenses which may be suffered by the Transferee from the Society, Municipal Corporation of Greater Mumbai or any other authority in respect of the said Premises on account of any claim for the period prior to the execution hereof, and the Transferor shall re-imburse the Transferee and/or its successors and/or its assignees in title for the same.
- 6.All costs, charges and expenses, if any, incidental to this Deed including society charges, stamp duty and registration charges shall be borne and paid by the Transferee alone AND THAT all transfer fees and / or donation and / or contribution to a fund or premium by whatsoever name called, if any, payable to the sair for the above transfer shall be borne and paid by the Transferee Transferor and the Transferee shall bear and pay their own Soligies professional costs and fees.

7. The Income Tax Permanent Account Numbers of the parties herete

- 1. Transferor PACL Limited
- 2. Transferee IIT Insurance Broking and Risk Management Private Limited

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## THE SCHEDULE ABOVE REFERRED TO

The Premises being Flat No. 702, admeasuring approximately 1350 sq. ft. on the 7th floor of the building known as "Shivam" situated at 8, Babulnath Road, Near Babulnath Temple, Mumbal 400 007, together with 2 (two) stilt car parking spaces on the Ground and Third floor in the Stilt Parking in the said building situated on property bearing Cadastral Survey Nos. 433 and 1/433 of the Malabar and Cumballa Hill Division of Building constructed in the year 2005 consisting of ground plus 11 (Eleven) upper storeys and 2 lifts.









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IN WITNESS WHEREOF the Transferor and the Transferee have hereunto set and subscribed their respective hands and seals hereunto the day and year first hereinabove

SIGNED AND DELIVERED

by the withinnamed Transferor

PACL LIMITED, through the hand

of its Director / Authorized Signatory

Mr. PARAM JIT SINGH pursuant to)

the Resolution of its Board of Directors)

dated  $\frac{7^{1/2} \cos^{1/2} \cos^{1/2}}{\sin^{1/2} \cos^{1/2} \cos^{1/2}}$  in the presence of:





FOI PACE LIMITED

WITNESS:

NED SEALED AND DELIVERED

the withinnamed Transféree

IIT INSURANCE BROKING AND RISK

MANAGEMENT PRIVATE LIMITED

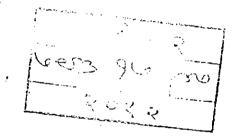
through the hand of its Director/

Authorized Signatory Mr. 1<4n CHAN) KUMAK SARKHEL

pursuant to the Resolution of its Board )

of Directors dated 06 Sep 2013

the presence of:



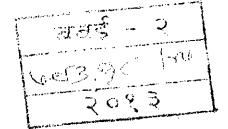
IT INSURANCE BROKING AND RITH MANAGEMENT PRIVATE LIMITED

Authorised Signatory





WITNESSES:







(98) (58)

#### RECEIPT

WHEREAS PACE Ltd. has negotiated with IIT Insurance Broking and Risk Management 18 3

a. the transfer and sale of its property with an area admeasuring 1350 sq.ft. bearing flat no. 702 on the 7<sup>th</sup> Floor of Building Shivam situated at 8 Babulnath Road, Near Babulnath Temple, Mumbai 400 007 together with two car parking spaces on the ground and third floor each, in the stilt parking of the building, at Shanta Shivam Co-operative Housing Society Limited formed and Registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. MUM/WD/HSG/(TC)8533 of 2005-2006 (the Premises); and

b, the transfer of its 5 (Five) fully paid up shares of Rs.50/- (Rupees Fifty only) each numbered from 16 to 20 (both inclusive) as per Share Certificate No. 4 issued in favour of PACL Ltd. by the aforesaid Shanta Shivam Co-operative Housing Society Limited (the Shares),

at price of Rs. 9,40,50,000/- (net after TDS) which PACL Ltd. has received from IIT Insurance Broking and Risk Management Ltd by way of 2 cheques, namely, Rs.5,00,00,000/- (Rupees Five Crores Only) vide Cheque No. 637614 dated 08.10.2013 and Rs. 4,40,50,000/- (Rupees Four Crore Forty Lacs Fifty Thousand Only) vide Cheque No. 637615 dated 08.10.2013, all the 2 cheques drawn upon Axis Bank, after deduction of tax at source @ 1% aggregating to Rs. 9,50,000/- (Rupees Nine Lacs Fifty Thousand Only) being the full and final payment towards the sale and transfer of the aforesaid Premises and Shares

I SAY RECEIVED
Authorized Signatory,

PACL Ltd.

Date: 22/11/13 Place: MUMBA1





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UT INSURANCE BROKING AND RISK MANAGEMENT PRIVATE LIMITED CANISO 9001-2008 Certified Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS HELD ON SEPTEMBER 06, 2013 AT THE REGISTERED OFFICE OF THE COMPANY

"RESOLVED THAT Mr. Surender Tonk, CEO of the Company be and is hereby authorised to negotiate the price, to agree to such modification as may deem fit and finalise the deal in consultation with the Chairman for the purchase of flat situated at Babulnath and to do all such acts and deeds as may be necessary, incidental or consequential thereto.

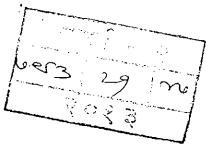
RESOLVED FURTHER THAT Mr.Surender Tonk, CEO, Mr. Kanchan Sarkhel, Sr. Manager - Operations and Mr. Akash Agarwal, Finance Manager of the Company be and are hereby severally authorised to execute and sign Agreement to Sell / Sale Deed and other requisite documents including declarations, affidavits, undertakings and other papers as may be deemed necessary for the aforesaid purpose and to represent on behalf of the Company at the office of the Sub Registrar or any other concerned authorities for registration of documents and to do all such acts, deeds and matters and/or things as may be expedient or necessary for better and more perfectly implementing the transaction.

HSO VED FURTHER THAT a certified copy of the forgoing resolution duly signed B. Samal or Mr. Bipin Agarwal, Directors be sumished to the concerned persons,

T Insurance Broking and Risk Management Private Limited

Dr. B. Samal Chairman









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## PACL LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S PACL LIMITED HELD ON MONDAY, 7th DAY OF OCTOBER, 2013, AT 10:00 A.M. AT THE CORPURATE OFFICE AT 7th FLOOR GOPAL DAS BHAWAN, 28, BARAKHAMPA ROAD NEW

"RESOLVED THAT in supersession to the resolution passed earlier by the Board of the Company, vide its meetings dated 26th August, 2013 and 21" September, 2013, for the sale of property of the company, situated at "Shanta Shivam CHS Ltd., 8th Babulnath Road, Babulnath, Mumbai - 97", the consent of the Board be and is hereby accorded for the sale of the said premises to M/s IIT Insurance Broking and Risk Management Private Limited having its registered office at Rajahahadur Mansion, 2<sup>nd</sup> floor, 28 Bombay Samachar Marg, Fort, Mumbai, Maharashtra -400001, as per terms and conditions listed below:

	S.NO.	Derive	
	1	DETAILS OF PROPERTY	CONSIDERATION
	ı	Shanta Shivam CHS, Flat No 702, 7th Floor, 8 Babulnath Part	AMOUNT (RS.)
		- ************************************	9,50,00,000/- (Rupees Nine Crores and
E		IER THAT Mr. P.S. Kanda Sa M	Fifty Lacs only)
		THAT Mr. P.S. Kanda Sa V	

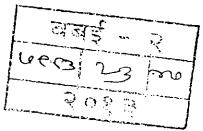
GEVED FURTHER THAT Mr. P.S. Kanda, Sr. Manager, be and is hereby authorized, to sign and execute the sale deed/ Agreement to sell and other requisite documents including declaration, affidavit, undertaking and other papers as may deemed necessary for the aforesaid purpose and to comply with all the formalities whatsoever be required for the said purpose and to the company before the concerned authorities and also to appoint experts, consultants, advoktes, and to perform all such acts and deeds ancillary and incidental thereto for and on behalf bitche Board.

EVED FURTHER THAT a copy of the said resolution duly certified, jointly or severally, by he Director or Company Secretary of the Company, be furnished to the concerned authorities for their reference and records"

CERTIFIED TO BE TRUE COPY FCT PACL LIMITED

(COMPANY SECRETARY)





Regd. Office: 22, 3rd Floor, Amber Tower, Sanser Chand Road, Jaipur-302004 Ph.: 0141-5111701 gd, Omce : 22, 3rd Floor, Amber Tower, Sanser Chand Road, Jaipur-302004 Ph.: 0141-5111; 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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## Shanta Shivam Co-Op. Hsg. Society Ltd.

Regn. No. : MUM/WD/HS/G/(TC)8533 YEAR 2005 / 2006 DTD 08.09.2005

8, Babulnath Road, Near Babulnath Temple, Mumbai 400 007.

Ref.

Date Date:-20/11/2013

То PACL Limited 7<sup>th</sup> floor

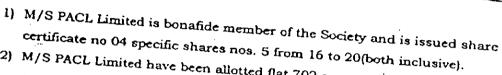
Shanta Shivam Co.Op. Hsg.Ltd

Att-Mr. Grummet Singh

Sub:-Your letter dated 30.10

Dear Sir,

This is to declare that ...



- 2) M/S PACL Limited have been allotted flat 702 on seventh floor of the society
- 3) M/S PACL Limited has not created any mortgage, lien on the said property
- 4) There are "No outstanding dues of M/S PACL Limited towards flat 702 on seventh floor" as per the society records.

The society has "No Objection "for transferring and sale of the property

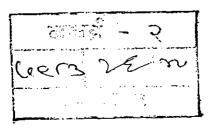
Thanking You.

Authorized Signatory













### ्वन्ध्रेबर्वं भहानगरपालिका

## करनिर्धारण व संकलन खाते

भदर देशक मृहन्त्र महानगरधालिका अधिनियन, १८८८ मधील कारण २०० अन्त्रवे जारी करण्यात आले आहे.

तेस्य कपानः DX1000390150000 2013-2014 देवक क्रमांक वस्काराचे नाव व धारव : SHANTA SHIVAM CHS LTO. . 201310BIL02135471 रेपक दिनांक 201320BiL02135502 उरक - सब् क द सं. / विभाग : D Ward, Municipal Office 16/06/2013

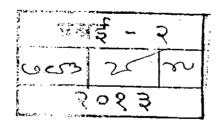
8, BABULNATH RD., NEAR BABULNATH TEMPLE,,,MUMBAI-40007.

Building, Johanputra Compound Nana Chowk, Mumbai 400 007

मालमत्वा क्योंक, सदीवन क्रमांक, इनारानेने नाव / विम. ही. टी. एस. क्र. / प्लॉट क्र., वानाचे नाव, मार्ग क्र., मार्गाचे नाव, दिकाल, मालमानेचे वर्षर, करशासांची नावे BRIHANMUMBAI MAHANAGARPALIKA Y ESHWANT H.SAMPAT, DHANLAXMI ALIAS SHANTABAI WIFE OF SHAMBULAL HOUSESHIVAM A.W.D-2654(3)D-2654(3A)

भवम कर्रात्यारण दिनांकः एकुप भारतको भवन	COS/05/2005	ा, नागांचे नाव, दिकाण, मातमानीचे वर्षच, कररात्यांची नावे . MI ALIAS SHANTABAI WIFE OF SHAMBU (3)2654(3A)8-8A.BABULNATH ROAD
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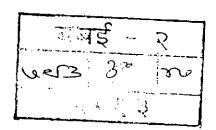


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# SHANTA SHIVAM CO-OPERATIVE HOUSING SOCIETY LIMITED

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	Reg. No. : MUM/W 8, Babulnath	- 1004d, MILLIDAI - 4	00 00 <b>7</b> .	
is to certify that S	hri / Smt. M/s.	Ronn Ol.		
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TETAL

#### MI CIPAL CORPORATION OF GREATER MUMBAL No 58/8370/D/A

413105

M/s.Orbit Cybertech Ltd. The Angel, 3" floor; 2, Krishna Sanghi Fath, Gamdevi, Mumbal-400 007

Ex. Eng. Bidg Porposal (City) In 'E' Ward Municipal Offices 3rd Floor 10 S. K. Hair, Itain Marg, Byculla, - Mumbai - 400 008.

Sub Part Occupation Certificate for proposed redevelopment of property bearing C.S.No.433 & 1/433 of Malabar Hill Division, Babulnath

Road, D-Ward, Mumbal

Ref: Your Architect's letter dated 16.09.2004

## WITHOUT PREJUDICE

With reference to above tetter, this is to inform you that there is no objection to occupy the Bldg. under reference for Basement + stift +  $1^{st}$  fo  $5^{th}$ (parking) +  $6^{th}$  to  $9^{th}$  and  $10^{th}$  (part), which is constructed under supervision of Architect Shri Kadakia N.K. (Regn. No.K/314/LS) and Regd. Structure Shri, H.R.Mahimtura (Regn.No. STR/M/63) subject to following

1) That balance' LO.D and amended plan approval leg complied with

2) Separate P.R. Card for the selback area transfer in shall be submitted. 3) That the completion co

4) That the final N.O.C This occupation p

M.C.G.M. to take action under section hiput prejudice to rights of -A set of plans do

Ad, if found necessary. stamped/signed granted to portion marked red havelungs bereval as token of approval. wing occupation permission

Yours faithfully,

by Gries Engineer Building Proposals (City).

वबई-२ 9946 n २००८





0e532 no

आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVE OF INDIA

IIT INSURANCE BROKING AND RISK MANAGEMENT PRIVATE LIMITED

25/09/2008

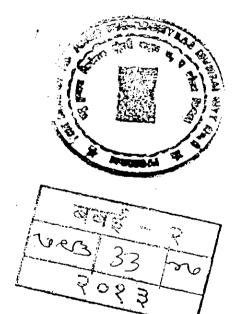
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IIT INSURANCE BROKING AND RISK MANAGEMENT PRIVATE LIMITED

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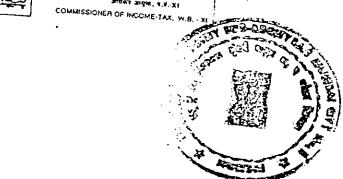
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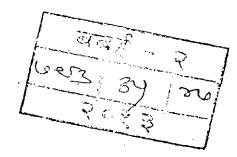
RATHER'S NAME KANU LAL SARKHEL

प्रत्य तिथि /DATE OF BIATH 07-02-1956

ETCHAT ISIGNATURE

ar Ho. अखबार आयुक्त, व.इ. 🔀





इस काई के दो / सिल जाने पर कृष्या जारी करने वाते प्राधिकारी को सूबित / बापस कर ई संयुक्त आयकर आयुक्त(पदाति एवं उक्तनीकी). **1**1-7. चौरंगी रस्वायर, कराकत्त्र + 700 069.

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Chowringhee Square,

7668



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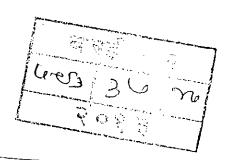
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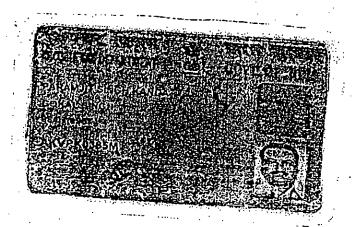




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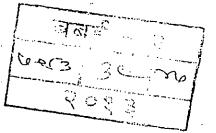






















## OR DRIVING LICE

DLD 15-09-2012 FOLLOWING CLASS



PIN. ACCORD

Signature & ID of Management States Authority: Management 1012216







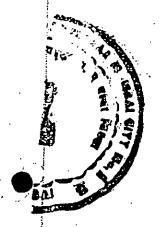






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Delactife 201314 PAN No. (H Appliacable) AABCI9741E Full Hame Location IT INSURANCE BROKING AND RISK MUMBAI Year 2013-2014 One Time MANAGEMENT PVT LTD Flat/Block No. Account Head Details CTS NO 433 AND 1/433 Amount In Re. Pramisos/Building 0030063301 Amount of Tax 30000.00 Road/Street AREA 1350 SQ FT Areallocality MALABAR HILL Town/City/District PIN Remarks (If Any) PANZ=AAACP4032A-PN=PACL LIMITED-CA= 95000000 Thirty Thousand Rucees Only Amount in Total 30000.00 Words Payment Detalls BANK OF MAHARASHTRA FOR USE IN RECEIVING BANK Cheque-DD Details Bank CIN REF No. 02300042013110742556 127203515 Date 07/11/2013-12:35:53 Bank-Branch BANK OF MAHARASHTRA Scroll No. , Date 31108 , 08/11/2013

शुक्तवार,22 नोव्हेंबर 2013 10:23 म.पू.

दस्त गोपवारा भाग-1

बबइ2

दस्त कमाक: बवड2 /7983/2013

वाजार मुल्य: रु. 9,64,15,000/- भोबदला: रु. 9,50,00,000/-

भरलेले मुद्रांक शुल्क: रु.48,21,000/-

द्. नि. गह. दु. नि. ववइ2 यांचे कार्यालयात

अ. के. 7983 वर दि.22-11-2013

रोजी 10:18 म.पू. वा. हजर केला.

पावती:9528

पावती दिनांक: 2

सादरकरणाराचे नाव: आय आय टी इंन्श्र्रंन्स ब्रोकी रिस्क मॅनेजमेंट -प्रा लि तर्फे ऑथो सिग्नेटरी -कांचने व

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विधक, मुंबई-2

दस्त हुजर करणाऱ्याची सही:

दस्ताचा प्रकारः करारनामा

मुद्रांक शुल्कः (एक) कोणत्याही महानगरपासिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हदीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कें. 1 22 / 11 / 2013 10 : 18 : 23 AM ची वेळ: (सादरीकरण)

शिक्का फ्रे. 2 22 / 11 / 2013 10 : 19 : 15 AM ची वेळ: (फी)

१९६८ दरहपूर्वन हा नोंदर्का कायना १९८८ अंतरीत असलेल्या तरहादीनुसहन्त कॅदरील दाराज कलेला आहे. १ पस्टा होल उंपूर्ण मण्डतून निभादक व्यवनी, साधीदार व सावतः गोहलेस्य कमद्भुत्रीती सत्यता तपायती आहे. \* दस्ताची सत्यता, वैचता (र्वाता) द्वार्य विभादक व धवुसोधारक है संपूर्णपणे जवाददार राहतील.

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लिह्न धेणारे:





दस्त गोषवारा भाग-2

इस्त क्रमांक:7983/201<mark>3</mark>

दस्त क्रमांक :ववड्2/7983/2013

दस्ताचा प्रकार :-करारनामा

पक्षकाराचे ताद व पत्ता

नावः आय आय टी इंन्श्रुरन्स ब्रोकींग एंड रिस्क मॅनेजमेंट - लिहन घेणार प्रा लि तर्फे ऑयो सिग्नेटरी -कांचन कुमार सरखेल पत्ता:प्तांट नं: -, माळा नं: 2 रा मजला, इमारतीचे नाव: स्वाक्षरी:-राजाबहादूर मेंशन , ब्लॉक नं: फोर्ट मुं 01, रोड नं: 28 वॉम्बे समाचार मार्ग . . .

पॅन नंबर:AABCI9741E

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पॅन नेबर:AAACP4032A

वय:-57

स्वाधरी:-

छायादित्र









यरील दस्तऐवज करन देणार तथाकयीत । करारनामा । चा दस्त ऐयज करव्यर्दिल्याचे कट्ल करतात.

बेळ:22 / 11 / 2013 10 : 20 : 27 AM

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ीसा आनंद नगर,दहींसर

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छायापित्र



अंगठ्याचा ठसा





स्वाक्षरी

शिक्का क्र.4 ची वेळ:22 / 11 / 2013 10 : 21 : 08 AM

दस्तामध्ये एकूण.....

पुस्तकक्रमांक १ ववह रा ७ ८० ।२०१३

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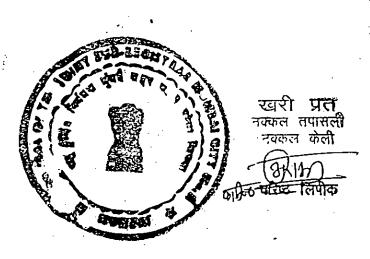
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सह. द्य्येम निबंधक मुगई/1983/2013

#### Know Your Rights as Registrants

- 1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
- 2. Get print and mini-CD of scanned document along with original document, immediately after registration. For feedback, please write to us at feedback.isarita@gmail.com





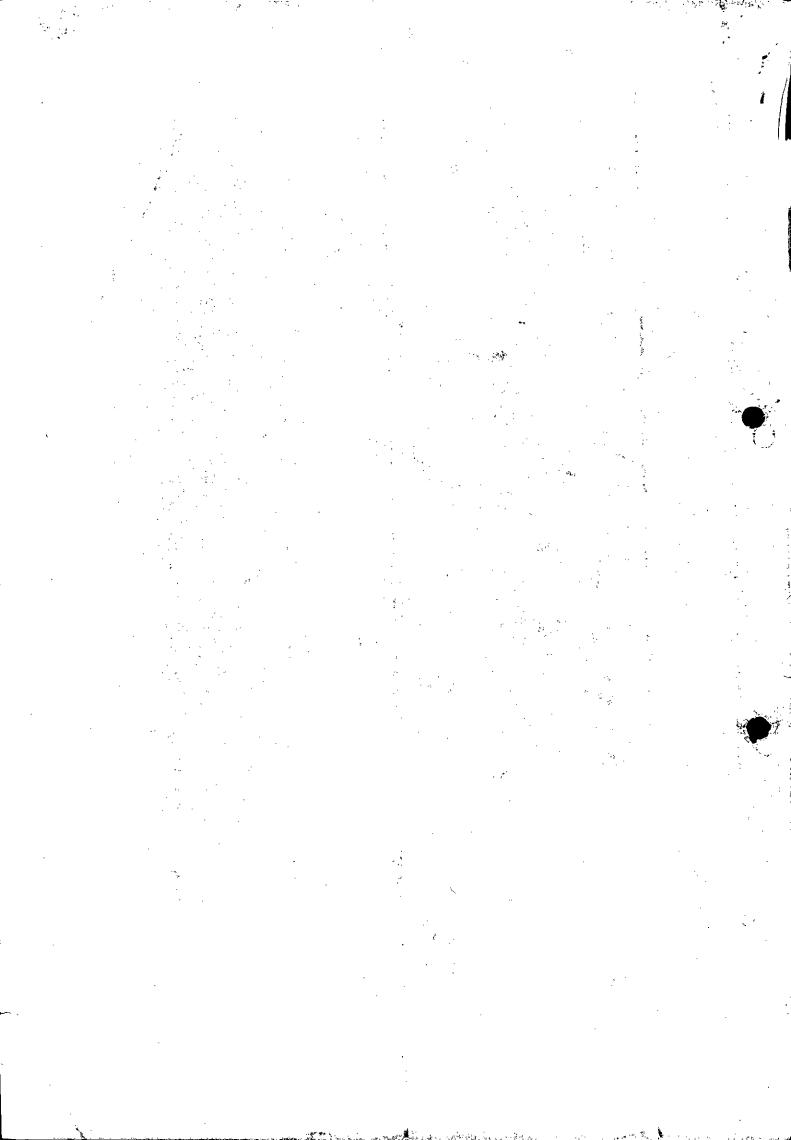
भी/भीमती 31/9/१ अ२/५। ल राजा आंचे ता २०२/१२/१३ व्या अन्तिनुसार अने २००० दिली सारीख <u>२-६/</u>१२) २०१३

सह दुस्थम निर्देश्य मुख्य शहर क्र. २.

Share Certificate No Members Registration No No of Shares County	
No of Shares	

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	Reg. N	o.: MUM/WD/HSC 8, Babulnath Road	5/(TC) 8533 Year , Mumbai - 400 (	2005- 2006 007.	
is is to certify	that Shri / Smt.	. M/s <i>Res</i>	ru Sha	rma	
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June 25, 2016

Hon'ble Mr. Justice R.M. Lodha (Retd.)
Committee constituted by the Supreme Court of India in the matter of PACL Ltd.,
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri, New Delhi-110021

Respected Sir,

Sub: <u>ENQUIRY BY THE OFFICERS OF UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD.</u>
WITH RESPECT TO OUR COMPANY'S PREMISES ON 11.06.2016

This has reference to the visit by few officers from UTI Infrastructure Technology and Services Ltd., on June 11, 2016 at the residential premises owned by our Company, being Flat No. 1101 & 1101A, 11<sup>th</sup> Floor, Lokhandwala Galaxy, N.M. Joshi Marg, Near "S" Bridge, Byculla (West), Mumbai 400 011.

These officers informed that their visit was in compliance of directions of a Committee chaired by your good self, to visit the apartment and ascertain its saleability for raising funds to repay the investors of M/s PACL Ltd. in compliance with court orders.

Sir, PACL Ltd. has no right, title or interest in this premises as it has been purchased by our Company vide Deed of Transfer dated November 15, 2013, duly registered as per law. Copy of the registered sale deed evidencing the sale is enclosed for your kind perusal as ANNEXURE - A. At the time of purchasing this apartment, our company had tendered consideration of Rs. 4,50,00,000 (Rupees four crores and fifty lakhs only), after getting a valuation carried out by an independent valuer. Copy of the valuation report is enclosed herewith for your kind consideration as ANNEXURE - B.

We hope this clarifies any doubts in the matter. In case the officers of UTI Infrastructure Technology and Services Ltd. or the Committee members require any further clarifications, the undersigned may be contacted.

Thanking you,

Yours sincerely,

For III.Investrust Limited

G. Jeevahantham

Director

MUMBAIL TO THE PROPERTY OF THE

Encl: A/a



## Observations of our valuers during the site visits of Mumbai properties carried out on 10.06.2016 and 11.06.2016

Sr. No.	MR NO.	Property	Remarks
1	2546/14	Flat no. 1101A, 11th floor, Lokhandwala galaxy, 259 sq feet	* Merged with 1101 (Cannot be identified separately in the absence of approved plan)  * Occupied by Dr. Samuel,  * informed to be alredy slod in the year 2013.  if owned by PACL, can be sold with 1101
2	2547/14	Flat no. 1101, 11th floor, Lokhandwala galaxy, 998 square feet	* Merged with 1101A (Cannot be identified separately in the absence of approved plan)  * Occupied by Dr. Samuel,  * Informed to be already slod in the year 2013.  If owned by PACL, can by slold with 1101A.
3		Flat No. 702, 07th Floor,Shivam Building, Babulnath Road, Mumbai -400007.City Survey No. 433 and 1/433 of Malabar, Cumbala Hill.	*Occupied by unknown claiming to be owner. * Informed to be already slod in the year 2013.
4	4227/15	Office Premises No. 213, 2nd Floor, Bonanja Arcade, Mogra Village, S.V. Road, Andheri (W), Mumbai-400058	* Merged with entire floor.  * Unit was locked, keys were not available with PACL officer.
5	2551/14	Flat No. 704, D wing, 7th Floor, Dheeraj Residency Chs Ltd, Cts No 1a/2 sl no. 6 (pt) square meter 59.1	* Internal visit not permitted.  * It seems sold by PACL.  * As per building security person occupied by someone else not in possession of PACL.  * Unit was locked
6	4242/15	204, 205, 214 (1396.0) Sq. Fts.	* Merged with 204, 205, 214 and common passage of building.

(64) Page 1 of 2

Sign out

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Please refer to the meeting held on 27/06/2016 at the office of the Committee. During the course of discussion, observation by the agencies engaged by the Committee for inspection and e auction of the properties were also discussed. It was brought to your notice that despite making details of more than 2500 property documents, the inspection thereof have been facilitated. It was also discussed that on several occasion, it had been observed that though agencies were facilitated with the inspection, however, the inspection were not provided for reasons inter- alia, keys were not available. property found to be sold, not owned by the company etc, resulting in waste of time and money. You may appreciate that after several reminder, inspection of properties at Noida was provided, however, subsequently, it was unearthed that some of the properties were claimed to have been sold, hence, not available for inspection and sale thereof.

In this regard, as discussed, please find attached the observation of the agency w r t properties inspected at Mumbai. You are advised to revert/provide your comments on urgent basis by end of the day so that further action can be taken by the Committee.

Regards

Nodal officer cum Secretary

comments on observation - Outlook Web App, light version

(63)(3-8)
Page 2 of 2

Connected to Microsoft Exchange



06/02/2014

सुची क्र.2

द्य्यम निबंधक : सह दु.नि.मुंबई शहर 2

दस्त क्रमांक : 7908/2013

नोदंणी: Regn:63m

गावाचे नाव: 1) भायखळा

(1)विलेखाचा प्रकार

करारनामा

(2)मीबदला

45000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

18642000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :, इतर माहिती: सदनिका नं. 1101 आणि 1101 ए, 11 वा मजला, लोखंडवाला गॅलेक्सी बिल्डींग, लोखंडवाला गॅलेक्सी को ऑप हौ सो लि, एन.एम. जोशी मार्ग, भायखळा पूर्व, मुंबई 400011.सोबत 1 कारपार्किंग स्पेस. फ्लॅटचे क्षेत्रफळ 1247 आणि 324 चौ.फूट( ( C.T.S. Number : 1952 ; ) )

(5) क्षेत्रफळ

(असल्यास)

1) 0 NA

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाना हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-पी ऐ सी एल लिमिटेड तर्फे अँथो सिग्नेटरी परमजीत सिंग . कांडा वय:-46; पत्ता:-प्लॉट नं: ., माळा नं: 7 वा मजला, इमारतीचे नाव: गोपाळदास भवन, ब्लॉक नं: न्यू दिल्ली, रोज नं: 28 बारखंबा रोड, दिल्ली, सेंट्रल दिल्ली, पिन कोड:-110001 पॅन नं:-AAACP4032A

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास प्रतिवादिचे नाव व पत्ता

1): नाव:-आय.आय.टी. इन्वेस्ट्रस्ट लिमिटेड तर्फे संचालक भागचंद . महेश्वरी वय:-54; पत्ता:-प्तॉट नं: ., माळा नं: 2 रा मजला, इमारतीचे नाव: राजाबहादुर मेंशन, ब्लॉक नं: फोर्ट, रोड नं: 28 वॉस्बे समाचार मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACI1030R

(9) दरत्तऐवज करुन दिल्याचा दिनांक

15/11/2013

(10)दस्त नोंदणी केल्याचा दिनांक

20/11/2013

(11)अनुक्रमांक,खंड व पृष्ठ

7908/2013

(12)बाजारभावाप्रमाणे मुद्रांक श्ल्क

2250000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

30000

याना त्यांचे तो ०० ७० १ च्या अर्जानुर

(14)शेरा

ह्युल दिली **तारीख <u></u>्र** 

सह दुय्यम निर्वधिक मुंबई शहर क्र. २

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

# महाराष्ट्र शहसन — नोंदणी व मुद्रांक विभाग

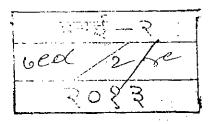


## ्युल्याकन अहवाल खुब २०१०

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93.	भाडेकरू व्याप्त मिळकत असल्यास :- १. त्याच्या तस्त्रुवल भेत्र (प्रार्ट्टिक)
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	३. भाडमाची रववार के विकास करें
94.	लिव्ह ॲन्ड लायसन्सचा दस्त :- १.प्रतिमाइ भाडे रक्कम :-
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	अकार्यार्थाः २
9६.	निर्धारीत केलेले काजारमूल्य : (200)
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CHAC AN MTR Form Number-8

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उभट मुदाक फ्रॅकींग अल्ट्रा खायलेट लेम्प खाली तपासले व एस. एम. एस. / संबंधीत पाधिकृत आधिका-याशी दुरव्यनीवरून संपर्क साधुन मेळ नरोबर आढळून अलि।

DEED OF TRANSFER

THIS DEED OF TRANSFER is made at Mumbal this

imited, a company incorporated under the Companies Act, 1950

or, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi – 110 001 hereinafter referred to RANSFEROR" (which expression shall, unless it be repugnant to the context or meaning thereof be

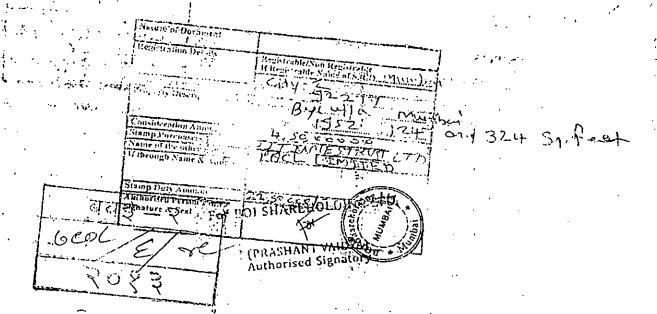
demed to include its successors and assigns) of the ONE PART :

And

IIT Investrust Limited, a Company incorporated under the Companies Act 1956 having its Register go Office at Rajabahadur Mansion, 2nd Floor, 28 Bombay Samachar Marg, Fort, Mumbai 400 01 after referred to as "THE TRANSFEREE" (which expression shall, unless it be repugnant to the cor meaning thereof be deemed to include its successors and assigns) of the OTHER PART. MAHARASHTRA

14:27





Token No:

Document Type : REGISTERED Nature Of Cocument: Property Document

HOI SHORE CEDING LIMITED - FRANKING DEFOSIT SLIP Rotunda Bidgo, Gr. Flr., Ambalal Doshi Marg, Fort, Numbal - 400 COI. Tel. 2272 3252, 2272 2253 License no.: D-5/STF(V)/C.R.12/2004/1192-94 / CA License no.: D-5/STF(V)/C.R.1002/02/05/389 to 391 License not : D-5/STP(V)/C.R.1002/03/06/964-967 License no. ; 0-3/SIF(V)/L.R.1002/04/07/1011-14/2007

Receipt No.: 484803 Date : 12/11/2013 Pay to BOI GHASCHELDING LTD.

Doguments: 1 Service Cbg of Regio per Doc: Rs. 2,250,000.00

2,250,000.00

Total : Rs. Name of the stamp day paying party :

Payment Mode - A/gilransfer

Trf: 2,250,000.00

Drawn AXIS DANK ( For Office Use Only ) Tran

Franking Sr. No.

(Signature)

(Franking Value x Number of Documents)

2250000 X 1

REGISTAREHOLDING LTD.

DELIVERED FRANKED DOCUMENTS





#### WHEREAS:

as Kabuta puda situated at Land situated at C.Sano 1952 at Byculla more particularly known N.M. Joshi Marg, Byculla (w), Mumbai - 400 011 adriassuring about 3 66.75 sumtrs. more particularly described in the First Schedule hereunder is owned by BMC, upon which there were 5 buildings accommodating therein 118 residential tenants and 38 commercial tenants and was known as Laxmi Niwas (hereinafter referred to as the 'said Property'). The tenants of Laxmi Niwas organized and formed themselves into a co-operative society registered under the Maharashtra Co-operative Societies Act, 1960, under the name of Laxmi Niwas Co-operative Housing Society having registration no. BOM/W/HSG(TC)/7964 of 1996-97 on 30/1/1997.

2. Thereafter, upon the BMC's approval, the aforementioned land and the property thereon was re-developed in pursuance of a tripartite agreement dated 24th April, 1997 entered into between the then It. Municipal Commissioner/Dy. Municipal Commissioner, the tenants of the aforementioned society and the developer, namely, Saikrupa Builders and Developers Pvt. Ltd (hereinafter referred to as 'the Developer'). The tripartite agreement provided for the accommodation of the then tenants in the re-developed property with rights given to the developer to sell the remaining units/Flat in the property in the open market. Further, the BMC, vide resolution no. 569 dated 16th July, 2002 granted separate leases for rehabilitation building and the sale building in respect of the development of the project of Laxmi Niwas for a period of 60 years which may be renewed or continued afresh on the terms and conditions as may be decided as per the prevailing rules and regulations and circumstances.

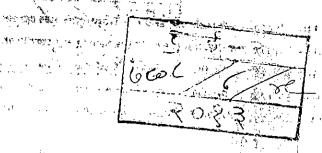
3. The Developer has re-developed the said Property in accordance with the plans approved by the BMC and constructed thereon a building known as Lokhandwala Galaxy comprising of, podium and stilt and 18 upper floors on the land described in Part II of the First Schedule, which forms part of total land described in Part I of the First Schedule.

The Transferor purchased two flats bearing flat nos. 1101 and 1101A vide 2 separate Agreements, both dated April 16, 2005 on the 11th Floor of The Additional Control of the Control developed building known as Lokhandwala. Galaxy together with car facilities, situated at C.S. no. 1952, N.M. Joshi Marg/Bycom (w) (hereinafter referred to as 'the said Flats'), more particularly described in the said Flats are a part of the Lokhandwala Galaxy Holasina Completion 'said Society') of which the Transferor is a registered the ber and is holding h inclusive) as per up shares of Rs. 50/- (Rupees Fifty only) each numbered in his Share Certificate No. 50 issued by the Society against the Flat No. 1101 and is holding 5 (Five) fully paid up shares of Rs. 50/- (Rupees Fifty only) each numbered from 251 to 255 (both inclusive) as per Share Certificate No. 51 issued by the Society against the Flat No. 1101A (hereinafter called "the said Shares") and is entitled to the beneficial right, title and interest into and over the said Flats.

The Transferor is seized and possessed or otherwise well and sufficiently entitled to the said Flats.

The Transferor is entitled to sell, transfer, convey and assign all its right, title and beneficial interest in the said Flats alongwith the said Shares. In furtherance of negotiations between the Transferor and the Transferee, the Transferor has agreed to sell/transfer and the Transferee has agreed to purchase, the said Flats on the terms and conditions contained herein.









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(32)

- 7. The Transferor has agreed to sell and transfer to the Transferde, and the Transferde has agreed to purchase and acquire all right, title and interest of the Transferd in the said share curdificate Nos. 50 and 51 and in Flat Nos. 1401 and 17014 on the 12th Floor of Lokhandwala Galaxy building situated at C.S. no. 1952, N.M. Joshi Marg, Byculla (W), Mumbai 400 011 for a sum of Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lacs Only) on the terms and conditions hereinafter contained.
- 8. The Transferor has obtained the consent of the said Society for the transfer of the said Shares and said Flats in favour of the Transferee. In this connection, the said Society has by its letter dated November 12, 2013 (a copy whereof is hereto annexed and marked as Annexure) granted its No Objection to the Transferor for the sale and transfer of the said Flats in favour of the Transferee.
- 9. The Transferee has paid to the Transferor consideration amount of Rs.4,45,50,000/-(net after TDS) by way of Cheque no.138461 dated 08.10.2013 for Rs. 4,45,50,000/- drawn on Axis Bank Limited.

Both, the Transferor and Transferee are also referred to individually as 'Party' and collectively as 'Parties'.

## NOW THIS DEED WITNESSETH AND ITS IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1.In pursuance of the negotiations between the Parties and in consideration of Rs. 4,45,50,000/-(net after TDS) paid by the Transferee to the Transferor by way of Cheque no.138461 dated 08.10.2013 for Rs. 4,45,50,000/- drawn on Axis Bank Limited being the full and final consideration received by the Transferor before the execution of these presents (the payment and receipt whereof the transferor doth hereby admit and acknowledge), the Transferor doth hereby grant, convey, assign and transfer unto the Transferee the said Flats with the fixtures and fittings thereon alongwith all the Transferor's right, title and interest in its shareholding of 5 (Five) fully paid up shares of Rs. 50/- (Rupees Fifty only) each numbered O (both inclusive) issued under Share Certificate No. 50 (towards Flat No. 4 Rs. 50/- (Rupees Fifty only) each numbered from 251/to 155 Certificate No. 51 (towards Flat No. 1101A) of the said selety (te title and interest into and over the said Flat, bearing No. 101 Lokhandwala Galaxy building situated at C.S. no. 1952, N.M. Joshi Marg, Bycul My, Mumbai 400 Ten free from all 011 and more particularly described in the Second Schedules encumbrances and reasonable doubts.
- 2.The Transferor shall immediately upon the execution hereof handover quiet, vacant and peaceful possession of the said Flats to the Transferee as the absolute owner thereof. In addition thereto, upon the execution hereof handover to the Transferee the original share certificates and Articles of Agreements dated 16<sup>th</sup> April, 2005 together with antecedent documents, if any, available with the Transferor.
- 3. The Transferor hereby represents, declares and covenants that -
- (a) The aforementioned Articles of Agreements dated 16<sup>th</sup> April, 2005, are valid and in subsistence as on the date of execution hereof and the same have not been terminated under the proviso to clause 9 thereof.



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(b) the said Flats are owned by the Transferor and the same are in the name of the Transferor and the books and all other seconds of the said society and the said Flats attachments, liens, charges, mortgages and encumbrances and no income tax proceedings are pending against the Transferor and/or no notice under rule 2 of the second schedule to the Income Tax Act, 1961 has been received by the Transferor and in the event of any claim in respect of any encumbrance, mortgage etc. and/or claim of income tax dues, the Transferor shall indemnify and always keep the Transferee indemnified against any such claim, demand or 1055

(c) the Transferor has good right, full power and absolute authority to sell the said Flats and there is no impediment or restraint or injunction against the Transferor from being able to do so;

(d) the Transferor is in exclusive occupation and possession of the said Flats and except the Transferor, no other person(s) has(ve) any right, title, interest, claim or demand of any nature whatsoever upon the said Flats;

(e) The Transferor has paid all charges, dues and other expenses on the said Flats and there are no outstanding amounts or arrears payable to the said Society in respect of Municipal taxes, the outgoings of the said Society, electricity bills and any other charges in respect of the said Flats. Further, the Transferor does not owe any liability towards any costs, charges or expenses whatsoever in respect of the said Flats to any government authority or any other person;

(f) the said Flats are free from all litigations and disputes;

(g) Notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferor or any person or persons lawfully or equitable claiming by, from, through, or in trust for the Transferor, the Transferor has full power and absolute authority in its own right to transfer the said Flats and to relinquish and transfer all its rights, title and interest therein in favour of the

Transferee;

Neither the Transferor nor any one on its behalf has committed or omitted to do, any act, deed, matter or thing whereby its holding of the said-shares and includes the thereto including the offected on encumbered in right to peaceful use, occupation, ownership and enjoying and benefits in respect thereof, may become or may be an ejudicially any manner or whereby the said shares and its other right Competent Court become liable to attachment and/or sale whether by a pecree or otherwise.

(i) The Transferor has not created or purported to create an e, charge, lease, mortgage, lien or any kind of third party rights over the said in have any right, title or interest, claim or demand in, to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances;

(j) The Transferee shall upon the execution hereof and receipt of possession as hereinabove mentioned, be fully entitled to quietly and peacefully possess, occupy, enjoy and hold the said Flats together with all the deposits and any other amount (if any) lying to the credit of the Transferor in the said Society's account as on the date of this Deed, for unto and to the use and benefit of the Transferee without any hindrance, lien, charge, interest, denial, demand, interruption, eviction or claim of whatsoever nature from the Transferor or any person or persons claiming through, under or in trust for the Transferor;

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- (k) The Transferor has duly complied with and observed all the Rules. Regulations and By-laws of the said Society and that the Transferor has neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and By-laws of the said Society nor are there any actions or proceedings against the Transferor Instituted by the said Society or any member of the said Society in respect of the said Flats including any notice or action for expulsion or termination of the Transferor as the member of the said Society;
  - (i) The Transferor has not received any notice of acquisition or requisition of the said flats and/or the said shares.

The Transferee has purchased the said Flats based on the representations, declarations and covenants of the Transferor.

The Transferor shall do all such further acts, deeds, matters and things and execute all such further writings as may be necessary to give effect to the provisions of these presents and to effect the sale and transfer of the said Flats in favour of the Transferee as may be necessary.

- 4.The Transferor hereby indemnifies the Transferee and/or its successors/assignees in title against all loss, damages, cost and expenses which may be suffered by the Transferee from the Society, Municipal Corporation of Greater Mumbai or any other authority in respect of the said Flats on account of any claim for the period prior to the execution hereof, and the Transferor shall reimburse the Transferee and/or its successors and/or its assignees in title for the same.
  - 5.All costs, charges and expenses, if any, incidental to this Deed including society charges, stamp duty and registration charges shall be borne and paid by the Transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and / or contribution to a further transfer fees and / or donation and /

The Income Tax Permanent Account Numbers of the parties her

- Transferor PACL Limited
- 2. Transferee IIT Investrust Limited

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FIRST SCHEDULE COCTY - SCHEDULE PART 1 7033

All that piece and parcel of land ground of plot situated, lying and being in City Survey No. 1932 of Bycuila, more particularly known as Kabutarpada situated at N.M. Joshi Marg, Byculla (w), Mumbai – 400 011 admeasuring about 3766.75 sq.mtrs. or thereabouts or more and bounded as follows:-

On or towards the North by :-

Keshwarao Khade Marg

On or towards the South by :-

Partly by Maruti Lane and Partly by Mayekar Building

On or towards the East by !-

N.M. Joshi Marg

On or towards the West by :-

Partly by Jai Amba Building and Partly by Indian Hotel Company

Staff Quarters (Taj Mahal Hotel)

#### PART II

All that piece and parcel of land admeasuring about 1233.28 sq. mts. Situated at Byculla (W), Mumbai 400 011 the same being portion of land described in First Schedule hereinabove and bounded as follows:

On or towards North

On or towards East

On or towards South

or towards West

Keshavrao Khadya Marg

Rehabilitation building

Recreation ground

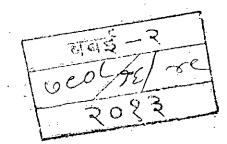
Plot of land bearing C.S. No. 3A,

38/1928

SECOND SCHEDULE

Flats being, Flat No. 1101 with Super Built-up area of 1247 sq.ft and Built-up Area of 998 sq.ft. and Flat No. 1101 A with Super Built-up area of 324 sq.ft and Built-up Area of 1247 sq.ft and Built-up Area of 1247 sq.ft. at C.S. no. 1952, N.M. Joshi Marg, Byculla (w), Mumbai 400 011 together with car parking space, common area, common facilities in the building constructed in the year 2004.

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Shychen Halden

(US) (28)

IN WITNESS WHEREOF the Transferor and the Transferee have hereunto set and subscribed their respective hands and seals hereunto the day and year first hereinabove written.

by the withinnamed Transferor

PACL LIMITED, through the hand

of its Director / Authorized Signatory

Mr. PARAMJIT SINGH Pursuant to

the Resolution of its Board of Directors

dated 2 oct 2000 the presence of:

For PACL LIMITED

Authorised Signstory

SIGNED SEALED AND DELIVERED

By the withinnamed Transferee

HT INVESTRUST LIMITED through the

hand of its Director / Authorized

Signatory Mr. BHAGGHAND MAHAGHWAR1

pursuant to the Resolution of its Board ) of Directors dated September 06, 2013 )

in the presence of:

1. Trum

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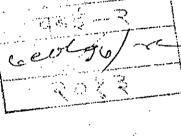
MY INVESTRUST LTD.

15 Landelin realishmen

Director





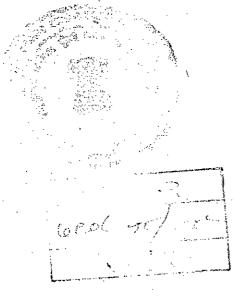


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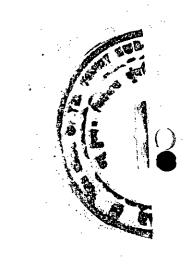
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#### RECEIPT

PACL Ltd.(Seller) hereby acknowledges the receipt of sum of Rs. 4,45,50,000/- (net of TDS) from IIT Investrust Ltd.(Purchaser) 199 way of Cheque no.138461 dated 08.10.2013 for Rs. 4,45,50,000/- drawn on Axis Bank Limited towards full and final consideration for the sale and transfer of:-

a) Flat No. 1101 on the 11th Floor with Super Built-up Area of 1247 sq.ft. and Built up area of 998 sq. ft and Flat No. 1101A on the 11th Floor with Super Built-up Area of 324 sq.ft. and Built up area of 259 sq. ft in Lokhandwala Galaxy building situated at C.S. no. 1952, N.M. Joshi Marg, Byculla (w), Mumbal 400 011 together with car parking space, common area, common facilities in the building.

b) 5 (Five) fully paid up shares of Rs. 50/- (Rupees Fifty only) each numbered from 246 to 250 (both inclusive) as per Share Certificate No. 50 (for Flat No. 1101) and 5 (Five) fully paid up shares of Rs.50/- (Rupees Fifty only) each numbered from 251 to 255 (both inclusive) as per Share Certificate No. 51 (for Flat No. 1101A) issued in favour of PACL Ltd. by the Society, namely, Lokhandwala Galaxy Housing Complex.

Authorised Signer

ctor/Authorized Signatory,

PACL Ltd.

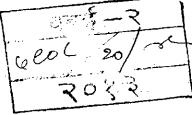
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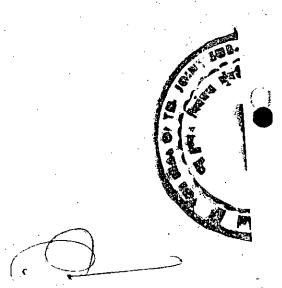
Place:-

2) Aug

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G)

LIMITED

CERTIFIED TRUE COPY OF BOARD RESOLUTION OF HT INVESTRUST LIMITED PASSED ON SEPTEMBER 6, 2013 AT 5.00 PM AT THE REGISTERED OFFICE OF THE COMPANY AT RAJABAHADUR MANSION, 2ND FLOOR, 28 BOMBAY SAMACHAR MARG, FORT, MUMBAI 400 001.

#### PURCHASE OF PROPERTY:

"RESOLVED THAT Mr. G. Jeevanantham, Mr. B.C.Maheshwari Whole-time Directors and Akash Agarwal, Finance Manager of IIT Insurance Broking And Risk Manager Private Limited be and are hereby authorised to negotiate the price, to agree to such modification as may deem fit and finalise the deal in consultation with the Mr. Bipin Agarwal for the purchase of flats situated at Byculla and to do all such acts and deeds as may be necessary, incidental or consequential thereto.

RESOLVED FURTHER THAT Mr. G.Jeevanatham or Mr. B.C. Maheshwari, Whole-time Directors of the Company be and are hereby authorised to execute and sign Agreement to Sell / Sale Deed and other requisite documents including declarations, affidavits, undertakings and other papers as may be deemed necessary for the aforesaid purpose to represent on behalf of the Company at the office of the Sub Registrar or any other coarsings and outlet ties for registration of documents and to do all such acts, deeds and matter and/or things as heavy be expedient or necessary for better and more perfectly implementing the transaction.

RESOLVED FURTHER THAT a certified copy of the forgoing resolution any signed by Mr. G.Jeevanatham or Mr. B.C.Maheshwari, Whole-time Directors be for shift to the concerned persons, when required."

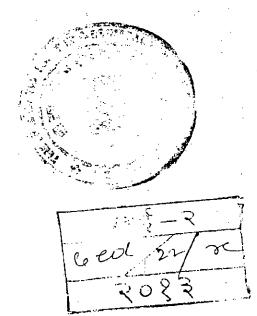
Certified True Copy For IIT INVESTRUST LIMITED

O Director

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Regd. Office: Rajabahadur Mansion, 2nd Floor, 28, Bombay Samachar Marg, Mumbai - 400 001. Tel.: (+91) 22-4325 0100 / 2266 0765 / 5453 / 4476 • Fax: (+91) 22-2265 1105







### PACL LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S PACL LIMITED HELD ON MONDAY, 7<sup>th</sup> DAY OF OCTOBER, 2013, AT 10:00 A.M. AT THE CORPORATE OFFICE AT 7<sup>th</sup> FLOOR GOPAL DAS BHAWAN, 28, BARAKHAMBA ROAD NEW DELHI-110001

"RESOLVED THAT in supersession to the resolution passed earlier by the Board of the Company, vide its meetings dated 26<sup>th</sup> August, 2013 and 21<sup>st</sup> Spetember, 2013, for the sale of property of the company, situated at "Lokhandwala Galaxy CHS Ltd., K. K. Marg, Opp. 'S' Bridge, Byculla West, Mumbai - 11", the consent of the Board be and is hereby accorded for the sale of the said premises to M/s IIT Investrust Limited having its registered office at Rajabahadur Mansion, 2<sup>nd</sup> Floor, 28 Bombay Samachar Marg, Fort, Mumbai, Maharashtra – 400001 as per terms and conditions listed abelow:

S.No.	Details Of Property	Consideration Amount (Rs.)
1	Flat No. 1101"Lokhandwala Galaxy Junction of N M Joshi and K K Marg, Near 'S' Bridge, Byculla, West Mumbai - 400011	4,50,00,000/- (Four crores and Fifty Lacs only)

and execute the sale deed/ Agreement to sell and other regingly authorized, to sign declaration, affidavit, undertaking and other papers as may deemed for the sale gurpose and to comply with all the formalities whatsoever betrequired for the sale gurpose and to represent the company before the concerned authorities and also to appoint expert a consultants, advocates and to perform all such acts and deeds ancillar franching that they are for and on behalf of the Board.

RESOLVED FURTHER THAT a copy of the said resolution delty certified, jointheir severally, by the Director or Company Secretary of the Company, be furnished the said authorities for their reference and records"

CERTIFIED TO BE TRUE COPY For PACL LIMITED

(COMPANY SECRETARY)

7083 7083

Regd. Office: 22, 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur-302004 Ph.: 0141-5111701 Corporate Office: 7th Floor, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi - 110007 Phone No.: 011-43650000, Fax No.: 011-43650028-29







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## SOCIETY REGISTRATION NO. MUM/W(E)/H.S.G./(T.C.)/8844/0064

KESHAVPAO KHADEY MARG | OFP 'S' BRIDGE | BYCULLA (W) | MUMBAI 400 011 | TEL 022 23687626 galaxy\_tower11@rediffmail.com;

COOPERATIVE RUCENO SOCIETY LIMITED

Mn,,Date: 12.11.2013

Place: Mumbai

## TO WHOMSOEVER IT MAY CONCERN

Re: Flat No. 1101 & 1101A of M/s. PACL Limited in the building called Lokhandwala Galaxy Co-operative Housing Society Ltd. situated at C. S. No. 1952, N. M. Joshi Marg, K. Khadye Marg, BYCULLA (West), MUMBAI - 400 011.

This is to confirm that our above named society is registered finder No. MUM / W[E]/HSG./[TC]/8544/2006 dated 10-02-2006. The deed conveying / transferring the land and the said building to our society is not executed and it will be done in due course.

M/s. PACL Limited are members of ("the member") of our society. The Share Certificates No.246 to 250 and 251 to 255 december; issued to them.

We confirm that our society has agreed to transfer sell the above flat in the name of proposed Transferee, subject to completions of the transfer formalities in the said flat and the shares.

We also confirm that there are no outstanding dues charges payable by the said member in respect of the said flat and he are paid all the taxes / dues in respect of the same upto 31 to take 10.5.

For LOKHANDWALA GALAXY CHS LTD.

MUMBAI)S

Hon. Secretary

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### SOCIETY REGISTRATION NO. MUM/W(E)/H.S.G./(T.C.)/8544/2005

KESHAVRAO KHADEY MARG | OPP 'S' BRIDGE | BYCULLA (W) | MUMBAI 400 011 | TEL 022 23087634 gaiaxy\_tower11@rediffmail.com/



12th November, 2013

## TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. PACL Limited are bonafide members of our society. Occupying Flat No. 1101 & 1101A. Other details for the purpose of Stamp Duty Payment are as follows:

1. Municipal Ward No.

'E' Ward

2. Exact Location of the Building

Keshavrao Khadye Marg,

Opp. S. Bridge, Byculla (West), Mumbai – 400 011.

3. No. of Floor in the Building

Podium + 19 Floors

4. No. of Lifts

3 Lifts

. Area of the Above Flat

Flat No. 1101 - 1247 Sq.ft, Built up Area

Flat No. 1101A- 324 Sq.ft. Built up Area

6. Year of Construction

2004

7. Assessment Tax Bill

8. C.T.S. No.

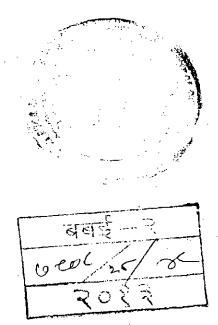
1952.

9. Registration No

For Lokhandwala Galaxy CHS Ltd.

Copy Attached

Hon. Secretary





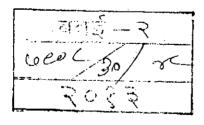
मालमला कर दयक प्रदेश देशका बृहर्गुनई महानगरपालिका अजिनियम, १८८८ मधील कलम १०० अन्ववे जारी करण्यात आले अहे. 148 E 1964 ंश्व क्रमांक मालमत्वा करवर देयक क्रमांक तेवश दिशक :€X1906390070000 201310BIL02077491 2013-2014 16/06/2013 201320BIL02077508 पश्काराचे नात व पत्तः : SECY.LOKHANDWALA GALAXY CO क - सत्तं क व सं. / विष्णान : E Ward, Municipal Office Building, 10, Shikh Hafizuddin Marg Byculla Mumbal OP CHS LTD. C.S.NO.1952 N.M., JOSHI MARG K.K.MARG BYCULL,A(W)MUMBAI-27 मालमत्ता क्रमांक, सर्वन्का क्रमांक, इमारतीचे नाव / विंग,सी.टी.एस. क्र./ एतींट क्र., भावाचे नाव, मार्ग क्र., मार्गाचे नाव, ठिकाण, मालभरतेचे वर्षन, अरदार्थाची नावे W O ESTATES M C G B E-7253(2D)(1)(2)(2A)(2C) & 7428-30 C S 1952 N M JOSHI MARG LOKHANDWALA GALAXY CO.OP.HSG.SOC. प्रथम करोनेपारण दिनाक 22/02/2006 जसजोडपो क्रमांक : एकूष माडक्ली मूल्य : ₹ 503788335 Fifty Crore Thirty-Seven Lac Eighty-Eight Thousand Three Hundred Thirty-Five Only ३१/०३/२०१० या तारखे पर्यतंची क्रांबानी ₹ 🛈 ०१/०४/२०१० ख धारखे नंतरनी थकवानरे ₹ 0 यक कालावधी : 31/03/2014 01/04/2013 (सर्व रक्कम रूपयामध्ये) कराने नाव : 01/04/2013 01/10/2013 ं वे ते 30/09/2013 31/03/2014 सर्वसाक्षरण कर 278953 जल कर 2789: जलतापकर 175005 महानि:सारण कर 175f× मलनि:सारण लाग कर 109027 1090. म.न.पा. शिक्षप उपकर 103938 10393 राज्य शिक्षण उपकर 83635 रोजगार स्मी उपकर 836; 976 97 वस उपकर 5094 509 पश्चार 129344 कतम १५२ अ नुसार दंडावी रक्कम : 12934 एकूष, देयक रक्कम : 885972 88597 पेंसुकीय दंह किंग्युक्तिका देश क्षुरच्या देवकांच्या अधिदानाची रक्कम स्टामनी रवकम 885972 88597 Eight Lac Eighty-Five Thousand Nine ight Lac Eighty-Five Thousand Nine Hundred Seventy-Two Only lundred Seventy-Two Only न देव विनांक 14/09/2013 31/12/201:

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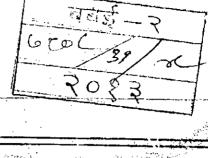
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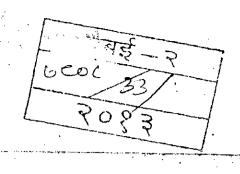


Given under the Common Seal of the sa

Share Certificate No. 50 Antipolitical of Shares 5(FIVE) (CP)	K. Khadhye Marg, Opp. 'S' Bridge,  Byculla (Westl, Mumbai - 400011.  Byculla (Westl, Mumbai - 400011.  CO-OPERATIVE HOUSING SOCIETY LTD.	Authorised Share Capital Rs. 50,000/- Divided into 1,000 Shares of Rs. 50/- each Registration No. MUMNY(E)/HSG/(TC)/8544/2006	This is to certify that Shri / Smt. / M/s. PACL INDIA PVT. LTD.	of Rs. FIFTY each numbered from 246 (#7.250 bolffdigusive, in  LOKHANDWALA GALAXY  Subject to the Bye-laws of the said Society
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 Secretary	Chairman	Authorised M. C. Member			
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Secretary	Shed Chairman	PACL Limited	S MUMBULAN S S S S S S S S S S S S S S S S S S S		23-10-2013
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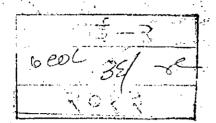


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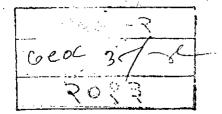
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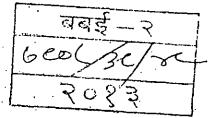
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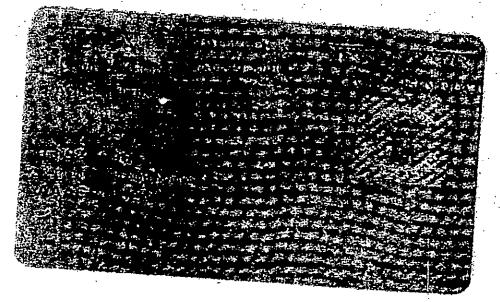










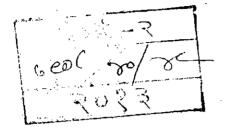




For FACL LIMITED

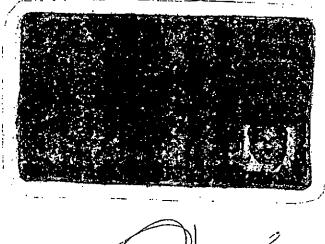
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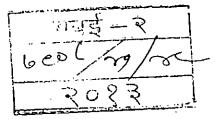




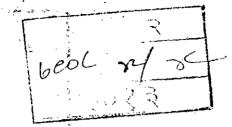


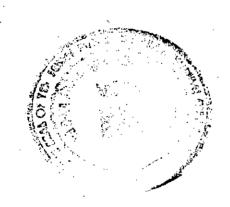














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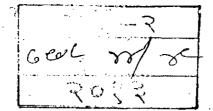
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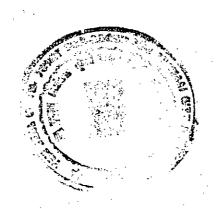
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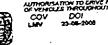
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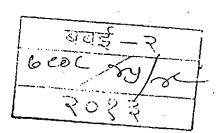


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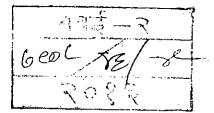
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### CHALLAN MTR Form Number-6

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Location	MUMBAI		1	· ·
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	Account Head Details			
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वधवार, 20 नोव्हेंबर 2013 11:07 म.पू.

दस्त क्रमांक: बबइ2 /7908/2013

बाजार मुल्य: रु. 1,86,42,000/-

मोबदला: रु. 4,50,00,000/-

भरलेले मुद्रांक शुल्क: रु.22,50,000/-

दु. नि. सह. दु. नि. बयइ2 यांचे कार्यालयात

अ. क्रं. 7908 वर दि.20-11-2013

ं रोजी 11:02 म.पू. वा. हजर केला.

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एक्ण: 31000.00

य्यम निवंधक मुंबई-2

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्रा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 20 / 11 / 2013 11 : 02 : 26 AM ची वेळ: (सादरीकरण)

शिक्का के. 2 20 / 11 / 2013 11 : 03 : 07 AM ची वेळ: (फी)

प्रतिज्ञापत्र

<sup>रर</sup>ार दक्तरंबज हा मोंदगी याया (२०८ अंतर्गत असलेख्या तस्तुर्वभुतास्य नोंदर्यास दाखन केलेला आहे. \* दस्ता प्रेल कर्म भजनूर, नियादक व्यक्ती, सक्षीदार व भोवत् जोडलेल्या कागदपन्नांची रतयः। तपासकी अहे. \* दरताची सत्यता, वैधता काण्डंशार बार्कसाटा दूस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जवावदार राहतील.

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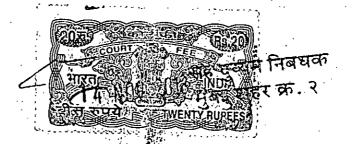
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Know Your Rights as Registrants

सह. दुव

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.

2. Get print and mini-CD of scanned document along with original document, immediately after registration. For feedback, please write to us at feedback.isarita@gmail.com





खरी प्रत नक्कल तपास**ली** नक्कल के**ली** 

न्त्रक सम्बद्ध

श्रीम्थ्रीमती 310% 21 3074100 यानी त्यांचे ता2-2/11) प्रच्या अर्जानुसार क्री रूप्ट विकेल दिली तारीख 28/12) 2013

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Share Certificate No. \_\_\_51

Member's Regn. No. 051 No. of Shares 5(FIVE)



SHOWER AND S

Share Certificate
LOKHANDWALA GALAXY CO-OPERATIVE HOUSING SOCIETY LTD.
K. Khadhye Marg, Opp. 'S' Bridge.
Byculia (West), Mumbal - 400011 ( Registered under the Maharashtra Co-operative Societies Act, 1960)
Authorised Share Capital Rs. 50,000/- Divided into 1,000 Shares of Rs. 50/- each
Registration No. MUM/W(E)/HSG/(TC)/8544/2006 Date 05.11.2006
This is to certify that Shri/Smt. /M/s. PACL INDIA PVT. LTD.
is the Registered Holder of <b>5(FIVE)</b> fully paid up shares
of Rs. FIFTY each numbered from 251 to 255 both inclusive, in  LOKHANDWALA GALAXY CO-OPERATIVE HSG. SOCIETY LTD., MUMBAT
Subject to the Bye-laws of the said Society
Given under the Common Seal of the said Society atMUMBAI
this FIFTH day of NOVEMBER 2006
Althorised Secretary Chairman  M.C. Member

				(10)
	MEMORAND	UM OF TRANSFERS OF TH	E WITHIN MENTIONED SHARES	
Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Transferred	Regn. No. of Transferee
23-10-2013	. 1	O 5 I GALANCE	PAUL L'imrked  Anhonsed Chairman  M. C. Member	051 RHIII Secretary
26:09-2-14	2	MUMBAI CH	LIT Investorest Limited  White Di Lucteus  Apprison Chairman  M. O Member	051 LAPIH Secretary
			Authorised Chairman M. C. Member	Secretary.
			Authorised Chairman M. C. Member	Secretary
			Authorised Chairman M. C. Member	

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Share Certificate No. \_

50

\_\_\_\_\_ Member's Regn. No. \_\_\_\_050

No. of Shares 5(FIVE

# Share Certificate

Byculla (West), Mumbai - 400011.  ( Registered under the Maharashtra Co-operative S	ocietles Act, 1960)	
Authorised Share Capital Rs. 50,000/- Divided into 1,00	00 Shares of Rs	<u>50/-</u> eac
Registration No. MUM/W(E)/HSG/(TC)/8544/2006	Date	05.11.2006
This is to certify that Shri/Smt. /M/sPACL_INDIA	PVT. LTD.	,
is the Registered Ho	lder of <b>5 (FIVE)</b> fu	lly paid up shar
of Rs. FIFTY each numbered from to both incl	lusive, in	
LOKHANDWALA GALAXY CO-OPERATI	VE HSG. SOCIETY	LTD., MUMBAI
Subject to the Bye-laws of the said Society		
Given under the Common Seal of the said Society at	MUMBA I	·
this FIFTH day of NOVEMBER 20 06		
,		

Authorised M.C. Member D. A Hury &

Chairman

P.T.O.

	MEMORANDU	M OF TRANSFERS OF TH	E WITHIN MENTIONED SHARES	
Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Transferred	Regn. No. of Transferce
23-10-2013		MUMBAJ P	PACL Limited  Allowised Chairman  Member	Secretary
26-09.2014	2	O 50	Limited Chairman	I No. i Ch
		0173	Authorised Chairman M. C. Member	Secreta( )
·			Authorised Chairman M. C. Member	Secretary
		,	Authorised Chairmar M. C. Member	Secretary

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ANNEXURE-B

# S. N. SAMDANI & ASSOCIATES

GOVT. REGISTERED VALUERS, CHARTERED ENGINEERS, PROJECT CONSULTANTS

414, Goyał Trade Centre, Sona Talkies Building, Shantivan, Near National Park, Borivli (East), Mumbai - 400 066.

©: 6505 4149 • Telefax: 2828 0939 • Mobile: 98210-78631

E-mail: snsamdani@gmail.com

# VALUATION ON SEPTEMBER 27 2013 OF FLAT NO 1101 & 1101A PACL INDIA LIMITED OWNED ON 11<sup>TH</sup> FLOOR OF LOKHANDWALA GALAXY BUILDING SITUATED AT N M JOSHI MARG NEAR 'S' BRIDGE BYCULLA (WEST) MUMBAI 400 011

Under instructions from IIT Investrust Limited, We inspected the Flat No. 1101 & 1101A, PACL India Limited owned on 11<sup>th</sup> floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011, on September 27, 2013.

#### **Objective**

This flat is inspected in that context with a view to assessing its fair market value.

The details of the Flat and its valuation are given in Annexe attached with this certificate.

### Certificate

We certify to the best of our knowledge, ability and belief, and on the basis of the information made available to us and the observations we made during the inspection, that the fair market value on September 27, 2013 of Flat No. 1101 & 1101A, which PACL India Limited owned on 11<sup>th</sup> floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011, in our opinion is Rs.4,71,30,000/- (Rs.Four Crore Seventy One Lacs Thirty Thousand Only).

Date: October 1, 2013

Place: Mumbai

For S. N. SAMDANI & ASSOCIATES

S. N. SAMDANI BE, MIE, FIV

Approved Valuer, M.No. F-8259

& Chartered Engineer, M.No. M/114534/1

## Annexe VALUATION ON SEPTEMBER 27 2013 OF FLAT NO 1101 & 1101A PACL INDIA LIMITED OWNED ON 11TH FLOOR OF LOKHANDWALA GALAXY BUILDING SOCIETY NAMED AS LAXMI NIWASCO-OPERATIVE HOUSING SOCIETY LIMITED SITUATED AT N M JOSHI MARG NEAR 'S' BRIDGE BYCULLA (WEST) MUMBAI 400 011

### **GENERAL**

1. Purpose for which valuation is made To assess the fair market value

Date on which valuation is made 2.

September 27, 2013

3. Name of the owner/owners PACL India Limited

If the property is under joint ownership/co-4. Ownership, share of each such owner. Are the shares undivided?

Not Applicable

Brief description of the property 5.

A 3BHK flat formed by merging a 2BHK and 1 room and merged flat is admeasuring about 1257sq.ft. Built-up area (1571sq.ft. Super Built-up area) on 11th floor of Podium-plus-stilt-plus-eighteen storey

building of RCC Construction

Location, Street, Ward No.

Flat No. 1101 & 1101A, 11th floor, Lokhandwala Galaxy Building, N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011

Survey/Plot No. of land 7.

served

City Survey No. 1952 of Bycalla,

Kabutarpada

Is the property situated in residential/: 8.

commercial/mixed area/industrial area

Residential area

Classification of locality-high class/middle: 9.

class/poor class

middle class

Proximity to civic amenities like schools, : 10.

hospitals, offices, market, cinemas etc.

Easily accessible

surface: and proximity to 11. Means

communication by which the locality is

By rail and road

Nearest railway station: Byculla at a

distance of about ten minutes walk

Page 2 of 7



<sup>&</sup>quot;Valuation of Flat No. 1101 & 1101A on 11th floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011"

#### **LAND**

12. Area of land supported by documentary : proof, shape, dimensions and physical features

Not relevant

13. Roads, streets or lanes on which the land is :

It abutted N. M. Joshi Marg

abutting

14. Is it freehold or lease-hold land?

Not known

15. If lease-hold, the name of lessor/lessee, : nature of lease, date of commencement and termination of lease, terms of renewal of lease

Not known

16. Is there any restrictive covenant in regard to : use of land? If so, attach a copy of the covenant

The flat is for residential user only

17. Are there any agreements of easements? :

If so attach copies

18. Does the land fall in an area included in any town planning scheme or any development plan of government or statutory body? If so, give particulars

No

No

19. Has any contribution been made towards: development or is any demand for such contribution still outstanding?

No

20. Has the whole or part of the land been : notified for acquisition by government or any statutory body? Give date of notification

No

21. Attach a dimensioned site plan

: --

#### **IMPROVEMENTS**

22. Attach plans and elevations of all structures : standing on the land and a lay-out plan

--

23. Furnish technical details of the building on :

Given below

a separate sheet

<sup>&</sup>quot;Valuation of Flat No. 1101 & 1101A on 11<sup>th</sup> floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011"

Page 3 of 7

24. i. Is the building owner-occupied/

Tenanted/both?

ii. If partly owner-occupied, specify
Portion and extent of area under

owner-occupation

25. What is the Floor Space Index permissible:

and percentage actually utilized?

: Owner occupied

As per the plans approved by BMC

authority

DETAILS OF BUILDING AND FLAT

26. No. of floors and height of each floor

Podium-plus-stilt-plus-eighteen storey

Height 9ft.

27. Plinth area floor-wise (as per IS 3861-1966)

Flat No. 1101A: 216sq.ft. carpet

Flat No.1101 : 842sq.ft. carpet

Total

: 1058sq.ft. Carpet or 1257sq.ft.

Built-up or 1571sq.ft. super built-up

28. Year of construction

: Around 2004

29. Estimated future life

: About 51 years

30. Type of construction-load bearing:

walls/RCC frame/steel frame

RCC frame of beams and columns

31. Type of foundations

oundations : RCC footings

32. Walls (a) Basement and plinth

(a) Basement and pinter (b) Ground floor

(c) Superstructure above grd. Floor

230mm brick masonry walls

33. Partitions

115mm brick masonry walls

34. Doors and windows (floor-wise)

(a) Ground floor

(b) 1<sup>st</sup> floor

(c) 2<sup>nd</sup> floor etc.

Doors made of seasoned wood and Window made aluminum frame with aluminum

sliding glass panes

35. Flooring (floor-wise)

(a) Ground floor

(b) 1<sup>st</sup> floor

(c) 2<sup>nd</sup> floor

: It is floored with ceramic tiles

36. Finishing (floor-wise)

(a) Ground floor

(b) 1<sup>st</sup> floor

(c) 2<sup>nd</sup> floor

Internally neeru finish with a coat of

synthetic paint and externally sand faced

cement plaster

37. Roofing and terracing

RCC slab

"Valuation of Flat No. 1101 & 1101A on 11th floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011"

Page 4 of 7

h

	if any				
39.	(i) Ir	nternal wiring surface or conduit	:	Concealed	

9.	(i)	Internal wiring surface or conduit	:	Concealed
	(ii)	Class of fittings :superior/ordinary/		Ordinary
		Poor		

40.	(a)	Sanitary	installations:
4U.	141	Sallitaiy	Histanianons.

38.

i.	No. of water closets	:	Three
ii.	No. of lavatory basins		Three
iii.	No. of urinals		Nil
iv.	No. of sinks		Three
٧.	No. of bath tubs		Nil
vi.	No. of bidets		Nil
vii.	No. of geysers		Three
(b)	Class of fittings : Superior coloured/	:	Ordinary

Superior white/ordinary

iii.

The building is encompassed with brick Compound wall: 41. masonry wall Height and length

Special architectural or decorative features, : Granite kitchen platform with SS sink

Type of construction ii.

Three lifts No. of lifts and capacity 42.

An underground RCC tank with adequate Underground sump-capacity and type of: 43.

capacity for whole building construction

An overhead tank of RCC of required Over-head tank: 44.

capacity for whole society Where located i.

ii. Capacity Type of construction

Not known Pumps-No. and their power 45.

The compound is paved and covered with Roads and pavings within the compound : 46. cement concrete approximate area and type of paving

Sewage disposal-whether connected to : As Per BMC Corporation 47. public sewers, if septic tanks provided, No. and capacity

<sup>&</sup>quot;Valuation of Flat No. 1101 & 1101A on 11th floor of Lokhandwala Galaxy Building situated at N. M. Joshi Marg, Near 'S' Bridge, Byculla (West), Mumbai 400 011" Page 5 of 7

#### **VALUATION**

<u>Principle:</u> Had a property been put up for sale in an open market, with all relevant information disseminated over a sufficiently long time period and either party to sale acting knowledgeably at arm's length without any duress, distress or compulsion, the price the property would have fetched on the date of valuation would be its fair market value on that date.

Methodology: We observed the lie and location of the building and the flat. We studied the real estate market trends in the area where above building is situated. We measured the area of the flat. We scrutinized the copies of documents relevant to it. The information we thus gathered helped us form an opinion about its fair market value. We assessed the cost of construction for assessing its fair market value.

It is common knowledge that, more often than not, neither the consideration mentioned in the purchase agreement of a property nor the rate notified by the government for the purpose of calculating the incidence of stamp duty, is a true indication of the fair market value of the property. We had therefore based our valuation only on the information we had gathered from the market. While valuing it is considered that said property is free from all claims and encumbrances and have clear marketable title.

Observation: we understand that PACL India Limited had purchased those properties from M/s Saikrupa Builders & Developers Pvt. Ltd. vide the Articles of agreements dated April 16, 2005. The stamp duty is paid on those agreements and had registered them with Sub Registrar of Assurances.

The Commencement Certificate is issued by Municipal Corporation vide the Letter No. EEBPC/5724/E/AR dated as 28/08/2003.

The buildings of that property belonged Laxmi Niwas Co-operative Housing Society Limited and registered with Registrar of Societies vide the Regn. No. BOM/W/HSG(TC)/7964 of 1996-97 dated 30/1/1997. PACL India Limited holds five fully paid-up shares, each of face value Rs.50/- and bearing distinctive nos. 246 to 250 (for flat no. 1101) and 251 to 255 (for flat no. 1101A) vide the certificate No.50 & 51.

The flat in Byculla area is expected to be available @ Rs.28,000/- to Rs.32,000/-per sq.ft. of Super Built-up area, depending upon various factors such as size, shape, situation and interior decoration of the flat; floor on which it is situated; age condition and location of the building; type and quality of construction; and the like.

<u>Value</u>: In the light of all that is stated above; and on taking into consideration the location of the building and flat; and on the basis of our judgement, market enquiries and consultations with the sources familiar with the area, we valued the flat @ Rs.30,000/- per sq.ft. for 1571sq.ft. of Super Built-up area at Rs.4,71,30,000/- (Rs. Four Crore Seventy One Lacs Thirty Thousand Only).

Realisable Value: The Realisable Value of flat might be 10-20% higher or lower than estimated value. The Realisable Value is estimated @0.9 of its fair market value at Rs.4,24,17,000/- (Rs. Four Crore Twenty Four Lacs Seventeen Thousand Only).

<u>Distress Sale Value</u>: The Distress Sale Value of property is estimated @0.85 of its Realisable value at Rs.3,60,54,450/- say Rs.3,60,54,000/- (Rs.Three Core Sixty Lacs Fifty Four Thousand Only).

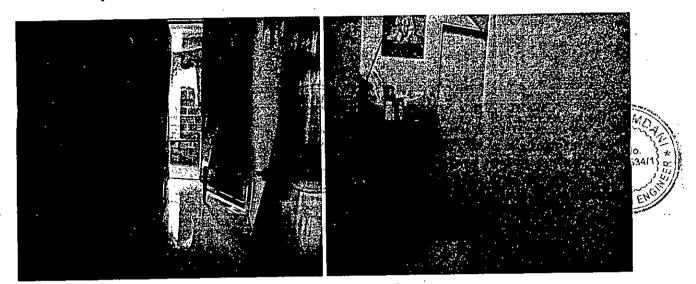
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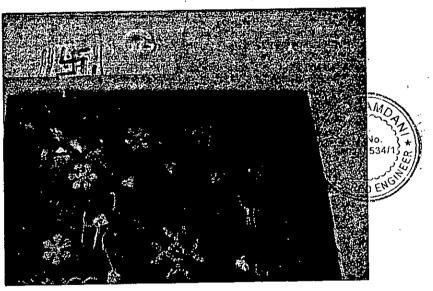
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<u>Value for Insurance</u>: The value of property for Insurance is estimated at Rs.31,42,000/- (Rs. Thirty One Lacs Forty Two Thousand Only).





#### Note:

1. Valuation report do not guarantee the title of property.

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 The valuation is only an indicative estimation. The actual price of property depends on the agreed price between seller and Buyer.

Date: October 1, 2013

Place: Mumbai

For S. N. SAMDANI & ASSOCIATES



S.N. Samdeni S.N. SAMDANI BE, MIE, FIV Approved Valuer, M.No. F-8259 & Chartered Engineer, M.No. M/114534/1

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