

ORIGINAL
CONSENT
DECREE

~~231730~~
90C

J-44-APSMHCM-10-97-3,000-PA4
No. 2616946

कर-१		
१९५३	९	९८
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[Spl.—P. C. 31

261
12/4/97

No. G/ 15647
High Court, Original Side :
Bombay. 11th April 2001.

MISS A. RODRIGUES, B.A.LL.B.,
PROTHONOTARY and SENIOR MASTER,
High Court, Bombay.

The SUB-REGISTRAR of BOMBAY,
Bombay.

Suit No. 357 of 1995
Durgalal Ramprasad Kotia .. PLAINTIFF;

versus

M/s. Mema Engineers &
Contractors Pvt. Ltd. .. DEFENDANTS.

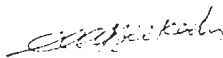
At the instance of Messrs. Pandya Gandhi & Company
attorneys for the Plaintiff's abovenamed, I am directed to forward herewith the original Consent Decree,
dated 27/07/2000 in the above suit for registration and to request you to be so good as to return the
original to this office duly registered.

The immovable property mentioned in the schedule thereto forms the subject matter of the suit.

Messrs. Pandya Gandhi & Company
attorneys for the Plaintiff's abovenamed, having their office at
No. 6, K. Dubash Marg, Fort, Bombay 400 023, will pay
necessary charges relating thereto.

M. Smt. A. M. Trivedi has signed the Consent Decree for the Prothonotary
Senior Master and Shri. M. D. Narvekar has signed
the same as sealer.

Your's faithfully,


Section Officer,
General Department,
for Prothonotary and Senior Master.

C.P.) J 2664(50,000—2-98)
R. J.D. No. 4398, dated 3-7-16]
No. 2616946]

[Spl.—P.C.I.

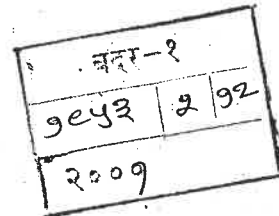
No. G / 4602

HIGH COURT, ORIGINAL SIDE :

Bombay, 12th April, 2001. 199.

From Miss.A.Rodrigues, B.A.,LL.B.,

PROTHONOTARY AND SENIOR MASTER
HIGH COURT, ORIGINAL SIDE
BOMBAY 400 032



To

The Sub Registrar of Bandra,
Bombay.

Re. : HIGH COURT
O.O.C.J.

SUIT NO.357 OF 1995

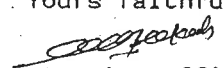
Durgalal Ramprasad KotiaPlaintiff
V/s.
Mema Engineers & Contractors
Pvt.Ltd. & Ors.....Defendants

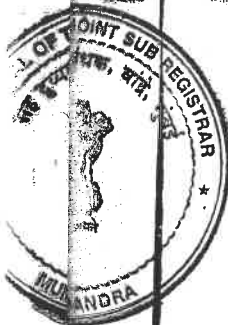
Please refer to this Office letter No.G/4564 dated 11th April 2001 in the above Suit forwarding therewith Consent Decree dated 27th July 2000 for registration. I have to inform that through oversight it has remain to mentioned the word "Ors." in title of the Suit.

You are therefore requested to read the title of the Suit in the column of the Defendant on the letter dated 11th April 2001 as M/s.Mema Engineers & Contractors Pvt.Ltd.& Ors. instead of M/s. Mema Engineers & Contractors Pvt.Ltd.

An early action in the matter is highly appreciated.

Yours faithfully,


Section Officer,
General Department,
For Prothonotary & Senior Master.



ADJ 622/2001
M.V. 94,850/-

Office of The Dy. Inspector General of Registration
And Dy. Controller of Stamps Bombay

Certified that under Section 41 of the Bombay Stamp Act 1988, that the proper Stamp duty Rupees 10,400/- and penalty Rupees 70,100/- ~~ADJ 50/-~~ have been paid in respect of the instrument. *Chaldan no. 9, 10, 11, 12, 29/3/2001*



[Signature]
Collector

Subject to the provisions of Section 83 A

THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 357 OF 1995

बदर-१		
१५३	३	७८
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1. Lal Ramprasad Kotia of Bombay)
Indian Inhabitant, carrying on)
business at Plot No.2, Survey No.)
(part) Shah Industrial Estate)
Age Amboli, Andheri(West))
Bombay 400 058)

Versus

...Plaintiff

M/s. Nema Engineers & Contractors)
Pvt. Ltd., a private limited)
Company having its registered)
office at Shah House, 7th Floor)
Annie Besant Road, Worli,)
Bombay 400 018)

2. Murarilal Ramprasad Kotia of)
Bombay Indian Inhabitant carrying)
on business at 59, Apollo Street)
2nd Floor, Bombay 400 001)

3. Bhagwatiben Ramprasad of Bombay)
Indian Inhabitant residing at)
Bhagwanjbhai Gopal Sharma, Mahavir)
Darghan, 3rd Floor, Phiroze Shah)
Mehta Road, Flat No.15, Vile Parle)
(East), Bombay 400 057.)

...Defendants.

राजस्थान राज्य न्यायालय
जयपुर न्यायालय
राजस्थान राज्य न्यायालय
जयपुर न्यायालय
राजस्थान राज्य न्यायालय
जयपुर न्यायालय

बुद्ध-१		
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CORAM: R. J. KOCHAR J

DATE: 27th July, 2000

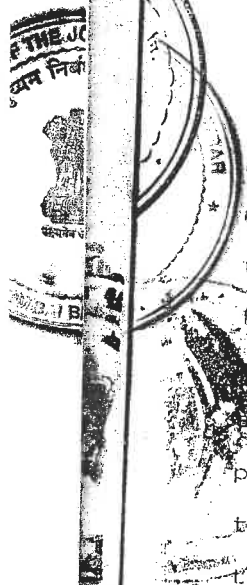
The plaintiff prays that it be declared by this Honourable Court that the agreement set out in paragraph 10 of the plaint is valid, subsisting and binding on the defendant No.1; and that the Defendant No.1 be ordered and decreed to specifically perform the said agreement set out in paragraph 10 of the plaint by executing conveyance of the said immovable property described in Exhibit "AA" to the plaintiff more particularly described is the schedule I hereto in favour of the plaintiff and defendant No.2 and for the purpose aforesaid to execute all deeds, documents and writings and to do all acts, deeds, matters and things as may be necessary and that the defendant No.1 complying with the decree passed in terms as aforesaid that is to say by executing a conveyance of the said immovable property described in Exhibit "AA" to the plaintiff more particularly described in the schedule I hereto in favour of the plaintiff and defendant No.2 and that it be declared that both the plaintiff and defendant No.2 be co-owners of the immovable property described in Exhibit "AA" to the plaint more particularly described in the Schedule I hereto and have an equal one-half share, right, title and interest in the said immovable property described in Exhibit "AA" to the plaint, and that the said immovable property be partitioned by meets and bounds in equal one-half share in accordance with and/or as shown in the plan Exhibit I-1 to the plaint more particularly described in the plan annexed hereto and the plaintiff's share therein that is to say the portion

REGISTRAR
JAYPUR

REGISTRAR
JAYPUR

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shown shaded in blue on the plan be handed over to the plaintiff and that for the purposes aforesaid, all appropriate orders, be passed, directions be given inquiries be made and accounts be taken as this Hon'ble Courts deem fit, proper and necessary and that in the alternative to the above the defendant No.1 be ordered and decreed to pay to the plaintiff and Defendant No.2 in equal shares the sum of Rs.5,83,184/- (Rupees Five Lacs Eighty Three Thousand and Hundred Eighty Four Only) as per particulars, Exhibit "N" to the plaint with further interest on the principal sum of Rs.94,850/- (Rupees Ninety Four Thousand Eight Hundred Fifty Only) at the rate of 24% per annum from the date of the suit till payment and/or realization and that it be declared by this Hon'ble Court that the amount and interest mentioned herein above is validly secured in favour of the plaintiff and Defendant No.2 by a statutory charge on the immovable property more particularly described in Exhibit "AA" to the plaint, that Defendant No.1 be ordered and decreed to pay to the plaintiff and Defendant No.2 in equal shares the sum of Rs.6,00,00,000/- (Rupees Six Crores Only) as per particulars Exhibit "O" to the plaint as damages and/or compensation in lieu of specific performance together with interest thereon at the rate of 24% per annum from the date of suit till payment and/or realization and that in the event of defendant No.1 committing default in payment to the plaintiff of the amount and interest mentioned hereinabove on or before a date to be fixed by this Hon'ble Court, the Commissioner for Taking Accounts and/or the Court Receiver, High Court, Bombay do sell the said immovable property more



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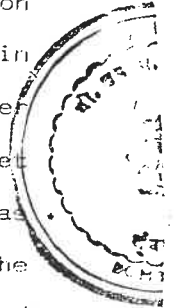
-4-

particularly described in Exhibit "AA" to the plaint by and under the decree and directions of this Hon'ble Court by public auction or private treaty and do apply the net sale proceeds thereof in or towards satisfaction of the plaintiff's claim as above and that in the event of the said immovable property more particularly described in Exhibit "AA" to the plaint being put up for sale by public auction liberty be granted to the plaintiff to bid thereat and in the event of the plaintiff being declared the purchaser thereof further liberty be granted to the plaintiff to set off the purchase price against the plaintiffs' claim as above and that pending the hearing and final disposal of the suit, Defendant No.1, by themselves, their servants and agents be restrained by an order and injunction of this Hon'ble Court from selling or transferring or in any manner dealing with or disposing of or alienating or encumbering or creating any third party rights in the said immovable property more particularly described in Exhibit "AA" to the plaint or any part thereof and interfering with, or obstructing or disturbing the plaintiff's and Defendant No.2's possession use, enjoyment and occupation of the said immovable property described in Exhibit "AA" to the plaint and for cost and for such further and other reliefs as mentioned in the plaint AND whereas by order dated 25th January, 2001, passed by this Court the Plaint and Consent Terms dated 27th July, 2000 have been amended and the above suit this day being called out for filing consent terms AND the plaintiffs and the defendants appearing through their respective Advocates AND at this stage the respective

JOINT

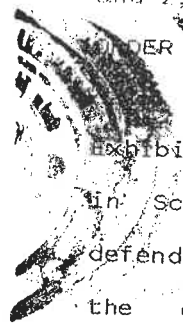


BAND



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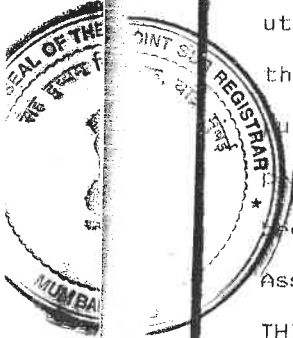
Advocates of the parties consenting to the following orders THIS COURT BY AND WITH SUCH CONSENT DOETH ORDER that the agreement arrived at between the plaintiff and defendant Nos.1 and 2 whereby defendant No.1 agree to sell to the plaintiff and Defendant No.2 herein and the plaintiff and defendant No.2 agree to purchase from defendant No.1 the immovable property more particularly described in Exhibit "AA" to the plaint and more particularly described in the Schedule I hereto for the price and on the terms and conditions set out in letters 3rd April, 1973, 3rd July, 1973 and 16th July, 1973 being Exhibit "B", "D" and "E" respectively to the plaint more particularly described in Schedules II, III and IV respectively hereto, is valid and subsisting and binding on the plaintiff and defendant No.1 and 2, AND THIS COURT BY AND WITH SUCH CONSENT DOETH FURTHER ORDER that defendant No.1 do sell, transfer and convey the immovable property more particularly described in exhibit "AA" to the plaint and more particularly described in Schedule I hereto in favour of the plaintiff and defendant No.2 as tenants in common in equal share at or for the consideration of Rs.94,850/- (Rupees Ninety Four Thousands Eight Hundred Fifty only), admittedly paid by the plaintiff and Defendant No.2 to Defendant No.1 receipt whereof defendant No.1 doth admit and acknowledge and release, acquit, discharge and exonerate the plaintiff and defendant No.2 therefrom AND THIS COURT BY AND WITH SUCH CONSENT DOETH FURTHER ORDER that the Decree herein do operate as a conveyance of the said immovable property more particularly described in Exhibit "AA" to the plaint and in



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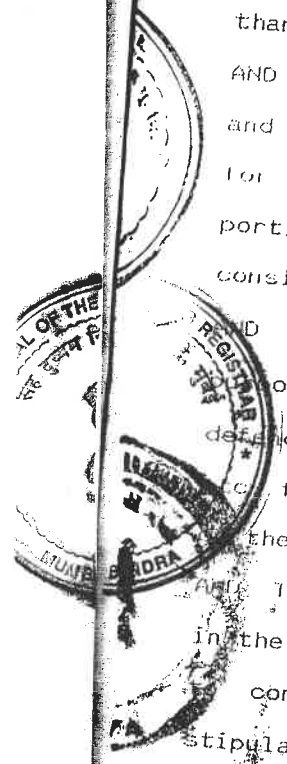
the Schedule I hereunder written in favour of the plaintiff and defendant No.2 without doing any further act or deed, on the part of defendant No.1 AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that the plaintiff and defendant No.2 do develop the said immovable property by demolishing the existing structure/s standing thereon to the optimum/fullest permissible extent that is to say by utilizing the maximum Floor Space Index (FSI) available on the said immovable property including permissible FSI by purchasing the Transferable Development Right (TDR) as per plan annexed hereto and marked Annexure "1" which plan has been prepared by the common architect M/s.Dilip Sanghvi & Associates appointed by the plaintiff and defendant No.2 AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that the front portion of the proposed building that is to say the portion abutting on to the New Link Road as shown by letter "B" on the plan being Annexure "1" hereto shall belong to defendant No.2 and the rear portion of the proposed building marked with letter "A" on the plan being Annexure "1" hereto shall belong to the plaintiff and the plaintiff and defendant No.2 shall be entitled to jointly use and enjoy the common areas and facilities including parking of cars in equal shares AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that the plaintiff and defendant No.2 do forthwith get the said plan of the proposed building being Annexure "1" hereto duly sanctioned by the Municipal Corporation of Greater Bombay and upon getting the approval of the BMC take steps to demolish the existing structure on the said immovable property and that



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within one month from the date of issue of Intimation of Disapproval (IOD) by the Bombay Municipal Corporation take steps to commence construction of the proposed building in accordance with the duly sanctioned plan thereof and to endeavour their best to cause construction of the proposed building duly completed, as early as possible but not later than two years from the date of the IOD AND THIS COURT BY AND WITH SUCH CONSENT DOETH FURTHER ORDER that the plaintiff and defendant No.2 do contribute necessary amount of capital for the purpose of development of their respective portions of the said immovable property including the consideration payable for purchase of TDR AND THIS COURT BY AND WITH SUCH CONSENT DOETH FURTHER ORDER that for the purpose of development as aforesaid the plaintiff and defendant No.2 do appoint a common architect, contractor for construction of the proposed building who will act on the joint instruction of the plaintiff and defendant No.2 AND THIS COURT BY AND WITH SUCH CONSENT FURTHER ORDER that in the event of the plaintiff and/or defendant No.2 failing to commence the work of construction within the time stipulated hereinabove the plaintiff and/or defendant No.2 as the case may be shall be at liberty to commence construction of their respective portion of the proposed building with common area and facilities and to have the same completed in accordance with the duly sanctioned plan thereof and for the purpose be at liberty to appoint their respective architect contractor etc. AND THIS COURT BY AND WITH SUCH CONSENT DOETH FURTHER ORDER that on execution of the consent terms herein and/or during the construction or



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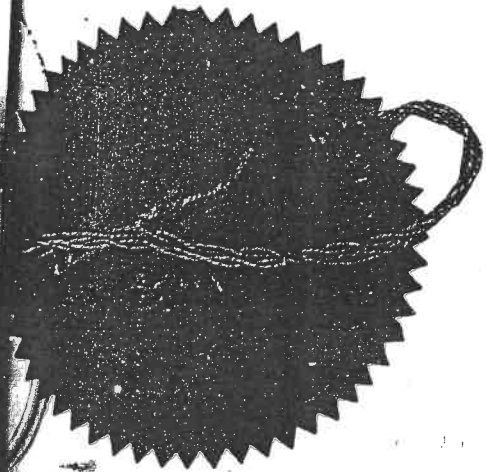
completion of the proposed building the plaintiff and defendant No.2 shall be at liberty to sell, transfer, charge, mortgage, let, lease and/or dispose of their respective areas on such terms and conditions as they may deem fit and proper AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that the accounts of the expenses heretofore incurred by the plaintiff and defendant No.2 such as municipal taxes, land revenue, N.A. assessment etc., have mutually been made-up, settled and accepted by and between the plaintiff and defendant No.2 AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that the plaintiff and defendant No.2 do bear and pay all costs, charges and expenses of and relating to the said immovable property including payment, if any, required to be made to the watchman for getting the premises in his occupation vacated and the amount of stamp duty and registration charge in equal share AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that in view of the Written Statement of defendant No.3 dated 11th April, 1976 the suit as against Defendant No.3 do stand dismissed for want of prosecution with no order as to cost AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER RECORD that save as aforesaid neither party has or shall have any claim against the other AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that there shall be no order as to cost of this suit, AND THIS COURT DOTH LASTLY ORDER that half of the institution fees paid on the plaint be refunded to the plaintiff and the prothonotary and Senior Master, of this Court do issue necessary certificate in that behalf.

बदर-१		
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WITNESS SHRI BISHESHWAR PRASAD SINGH CHIEF JUSTICE
at Bombay, aforesaid this 27th day of July, 2000.

By the Court.
Antinedi
for Prothonotary & Senior Master.

At D. V. M.
Sealer
This 31st day of April 1998



Consent Decree drawn on application)
M/s. Pandya Gandhi & Co.,)
Advocates for Plaintiff having their)
office, at Ador House, Ground Floor)
6, K. Dubash Marg, Fort, Bombay 400 023.)

SCHEDULE "I"

DESCRIPTION OF THE IMMOVABLE PROPERTY

ALL THAT PIECE OR PARCEL OF PLOT OF LAND known as Plot No.2
bearing survey No.111-D, and City Survey No.844/3
admeasuring 2417 sq.metres or thereabouts and situate lying
and being at Revenue Village and City Survey Amboli, Taluka

Andheri, Mumbai, Suburban District in the registration district and sub-district of Mumbai City and suburban.

SCHEDULE "II"

M.ELECTRICAL AND MECHANICAL APPLIANCES LTD

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Telex : 2634 Shah By.
Telegram : "SUPERTRADE" Bombay.
Telephone: 454 857

38 Saheb Gadgil Marg,
Off.Gokhale Road,
(South), Dadar, Bombay-25.

Ref.M/73/155

3rd April, 1973.

M/s.Asian Marble Industries,
59, Apollo Street,
Fort, Bombay -1.

Dear Sirs,

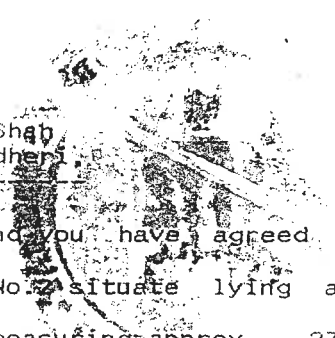
Re : Sale of Plot No.2 in Shah
Industrial Estate, Andheri

We have agreed to sell and you have agreed to purchase the plot of land bearing No.2 situate lying and being at village Ambivali-Andheri admeasuring approx. 2710 sq.yds., or thereabouts being part of a larger piece of land bearing Survey No.1110 (part) of Village Ambivali, free from all encumbrances subject to the terms and conditions contained in Agreement dated 3rd July 1964, between ourselves and Additional Collector of Bombay and with the Municipal Corporation of Greater Bombay for Sanctioning layout of the Plans sanctioned from time to time.

The price will be Rs.35/- per sq.yds. for land in its present condition of development and we are aware that you are entering into a contract with Shah Construction Co. Ltd., for further development of land at the rate of Rs.20/- per sq.yds. and we agree to allow the employees agents and other persons dealing with them to enter upon the plot for

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MUMBAI



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the purpose of development. As the property has been equitably mortgaged by deposit of title deeds with M/s. India reinsurance Corp.Ltd., the agreement for sale and conveyance will be executed after the said plot is released from them.

We agree to sign execute any document or writing pertaining to the sanction from Municipal Corporation or revenue or Govt. Authorities which as owners we may be required to sign. You are allowed to get your plan sanctioned according to your requirements for constructions and we will sign necessary papers required for getting approval.

Thanking you,

Yours truly,
 M. Electrical & Mechanical
 Appliances Ltd.

We confirm: S/d,

For Asian Marble Industries,
 Managing Partner

SCHEDULE "III"

3rd July, 1973

M. Electrical and Mechanical
 Appliances Ltd.,
 86, Kaka Saheb Gadgil Marg,
 Off. Gokhale Road, (South),
 Dadar, Bombay 400 025.

Re : Sale of the plot of No.2 in
 Shah Industrial Estate, Andheri.

Dear Sir,

With reference to your letter M/73/155 dated 3rd April, 1973, for the sale of above plot. We have decided that the said plot will be purchased for Mr. Durgalal

बदर-१	
१८/७/७३	१८/७/७३
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Ramprasad and Murarilal Ramprasad and not for Asian Marble Industries.

The amount paid to you on behalf of both from Asian Marble Industries will be debited on their personal names.

Hence only the under sign will enter with the agreement and any other matters relating to the plot No.2.

Thanking you,

Yours faithfully,

S/d.

(Durgalal Ramprasad)

SCHEDULE "IV"

M.ELECTRICAL AND MECHANICAL APPLIANCES PVT.LTD.

Ex : 2634 Shah By.
 Telegram : "SUPERTRADE" Bombay.
 Telephone: 454 857

38 Kala Saheb Gadgil Marg,
 Off.Gokhale Road,(South)
 Dadar, Bombay 400 025.

Ref.

16th July, 1973.

Mr.Durgalal Ramprasad and,
 Mr.Murarilal Ramprasad,
 C/o. Asian Marble Industries,
 59, Apollo Street, Fort,
 Bombay.

Dear Sirs,

Re : Sale of Plot No.2 in Shah
 Industrial Estate, Andheri,
 West, Bombay.

We acknowledged receipt of letters dated 3rd July, 1973, and have noted your decision and accept that Mr.

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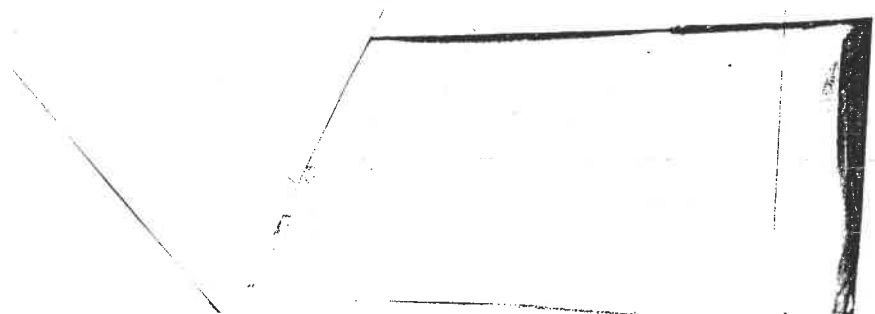
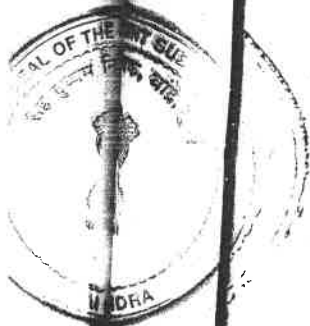
1 Durgalal Ramprasad and Murarilal Ramprasad purchaser of above plot.

Thanking you,

Yours faithfully,
for M.Electrical & Mechanical
Appliances Pvt.Ltd.

S/d.

Accountant.



DESIGN OF PROPOSAL

DATE: 8-5-00

SCALE: 1/8" = 1'-0"

PROJECT NO: 325

CLIENT: []

DATE: 8-5-00

SCALE: 1/8" = 1'-0"

PROJECT NO: 325

CLIENT: []

NOTES:

1. P.K.G. SHALL BE CHARGED FOR PARKING PURPOSE.
2. THIS PLAN IS TO BE COMPLETED.
3. THIS PLAN IS TO BE COMPLETED ON SUBMIT FILE.

PREPARED BY: []

AREA STATEMENT

AREA OF PLOT	2,417.00
(AS PER SITE SURVEY)	
Less: EBT BACK AREA	113.50
Less: HET AREA	2,303.50
DEDUCTION 'RS' AREA	145.00
ADD: SET BACK	118.50
ADD: T.D.R.	2190.00
TOTAL	428.50
PERMISSIBLE FLOOR AREA: 428.50	
PROPOSED BUILDUP AREA	
GR FLOOR TO CHINA AREA	
GEOMETRY: []	
F.S.I. CON. ROAD: 14.11	

AREA STATEMENT

GR FL	2,417.00
EBT BACK AREA	113.50
HET AREA	2,303.50
DEDUCTION 'RS' AREA	145.00
ADD: SET BACK	118.50
ADD: T.D.R.	2190.00
TOTAL	428.50

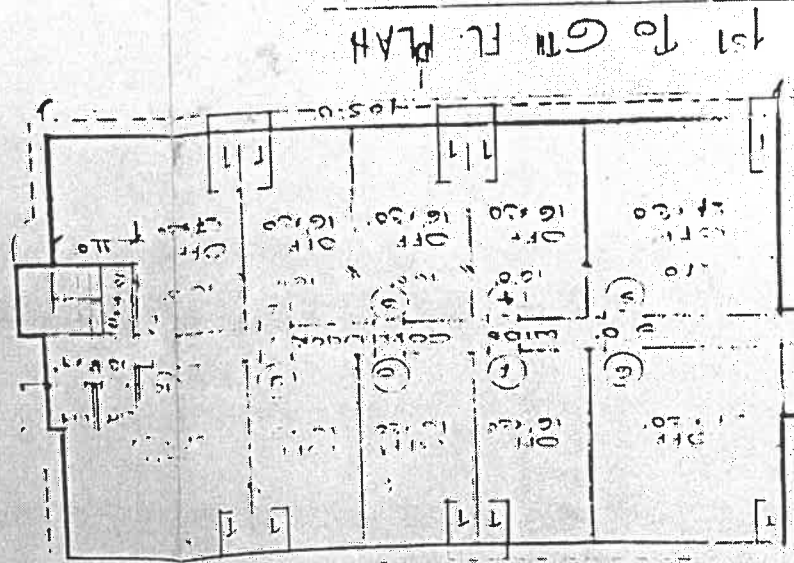
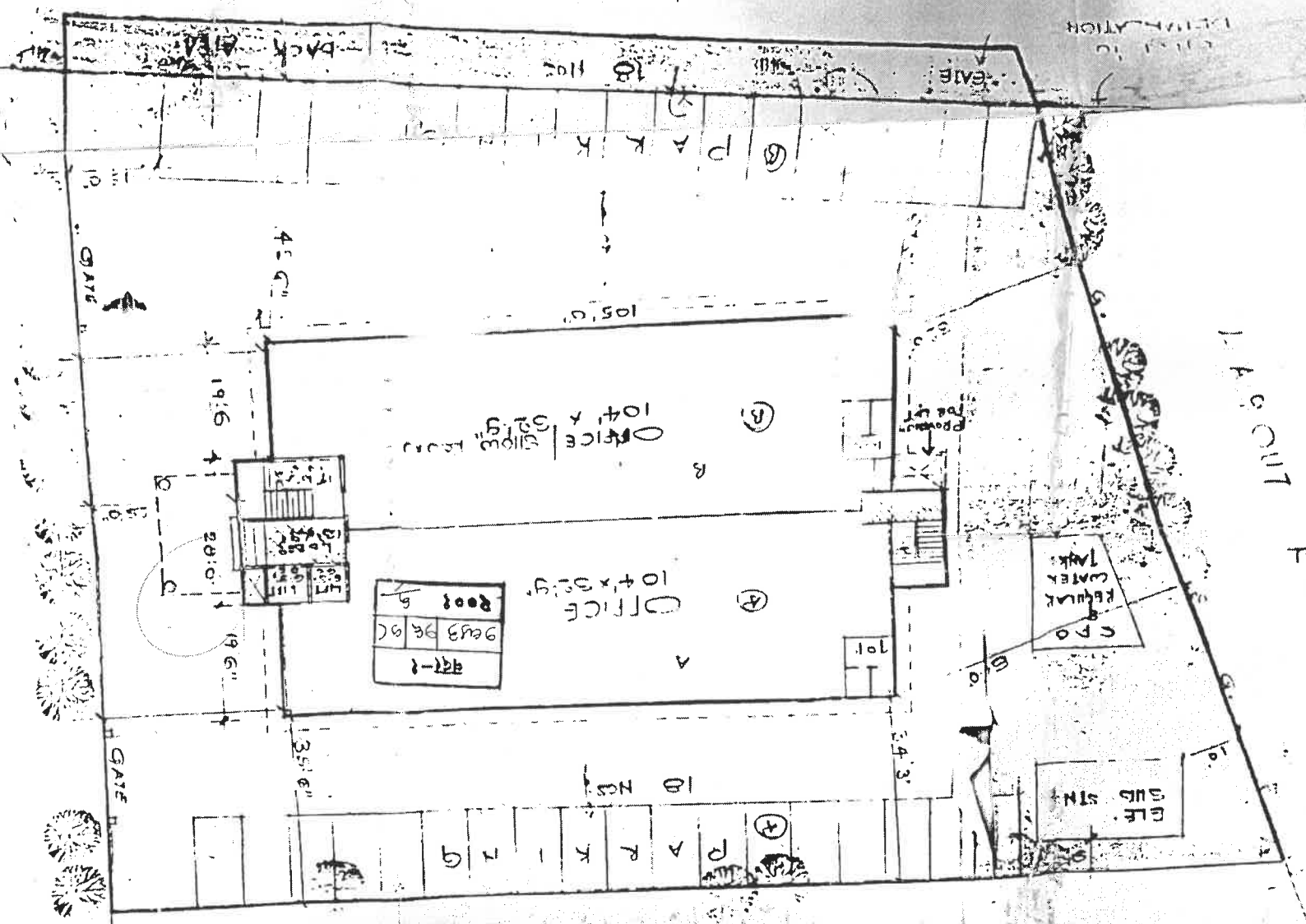
Room 1

9643 9649C
9643 9649C

Room 1

9643 9649C
9643 9649C

44.0' WIDE ROAD



Room 1

9643 9649C
9643 9649C

Room 1

9643 9649C
9643 9649C

Room 1

9643 9649C
9643 9649C

AREA STATEMENT

GR FL	2,417.00
EBT BACK AREA	113.50
HET AREA	2,303.50
DEDUCTION 'RS' AREA	145.00
ADD: SET BACK	118.50
ADD: T.D.R.	2190.00
TOTAL	428.50

शेखर

सं. क्रम न. बकरा: 19E431209 लाञ्छितप्रमाण की निम्नलिखित,
 सन २००७ के मुद्रित महिम्नाये र. वे,
 --- 92 --- 91 --- व तैकपी ९५० = ०
 --- 92 --- धरे
 निबंधक बांधा धरि कार्यालय... (सं. क्र. जोत) १० = ०
 के. हा. High Court, Suit No. २० = ०
 357/95 यांचे प्रकरण
 9090 = ०

K. Kulkarni
 सह. दुय्यम निबंधक अंधेरी सह. दुय्यम निबंधक अंधेरी
 मुंबई उपनगर जिल्हा मुंबई उपनगर जिल्हा

वटा-१
१९५३ १७/१८
२००७

- ① श्री दुर्गाबाळ राऊप्रसाद कोटिया वर ७० वर्षे निवृत्त
 या- बाजाज रोड कोटिया तिवार विलेपार्ले (५) मुंबई
- ② श्री दिपक शाह वर ४० वर्षे - व्यापार
 रा ६७ लोनरवागवाळ रोड वरळी (५) मुंबई हे श्री
 मीना इंजिनियरींग व कॉन्स्ट्रक्शन प्रा. लि. चे. डायरेक्टर

..... दस्तऐवज करून देणार
 (तथाकथित) ... श्री ... दस्तऐवज
 करून दिव्याचे करूळ करतात.

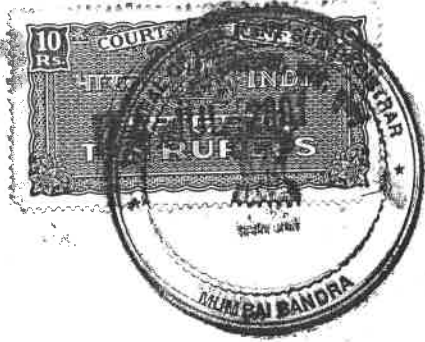
① *Kulkarni* ② Deepak Shah

- ① श्री जेठानंद चिळानी - व्यापार या- गुरुमुख कोला
 उपनगर जि. ठाणे.
- ② श्री राघु कोटिया - व्यापार या- नं. १५ भाद्र

हे दोघे वृत्त वक्तव्य करून
 देणानाम प्रमाणे पत्रकारांचे सांगतात
 व त्याची प्रमाणे देतात.

① *Shah*
 ② *Shah*

१२/१२/०७ सह. दुय्यम निबंधक अंधेरी
 मुंबई उपनगर जिल्हा.



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दिनांक 23/6/09
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सह. उपयुक्त निवासी, ४ बंगला, मुंबई