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क्रमांक 6021  
 श्री. शिरी अ. मोहन्दस  
 परमपुत्रा ...  
 दिनांक ...  
 श्री / श्रीमती *A. Mohandas*  
 पत्नी ...  
 वसति ...

₹ 23.

दस्तावेज ...  
मुद्रित ...

DECLARATION OF SHIRI A. MOHANDAS  
AND ANOTHER

We, (1) A. MOHANDAS and (2) A. DEVDAS,  
 both of Bombay, Indian Inhabitants, do hereby each  
 of us, jointly and severally, sincerely declare  
 and say as follows :-

1. We say and declare that we are seized  
 and possessed of or otherwise well and sufficiently  
 entitled to all that piece and parcel of land  
 together with structure standing thereon - situate,

*Ans*  
*des*

For SUBHREN PLY PVT. LTD.

*S.L. Shinde*

Director, lying ....



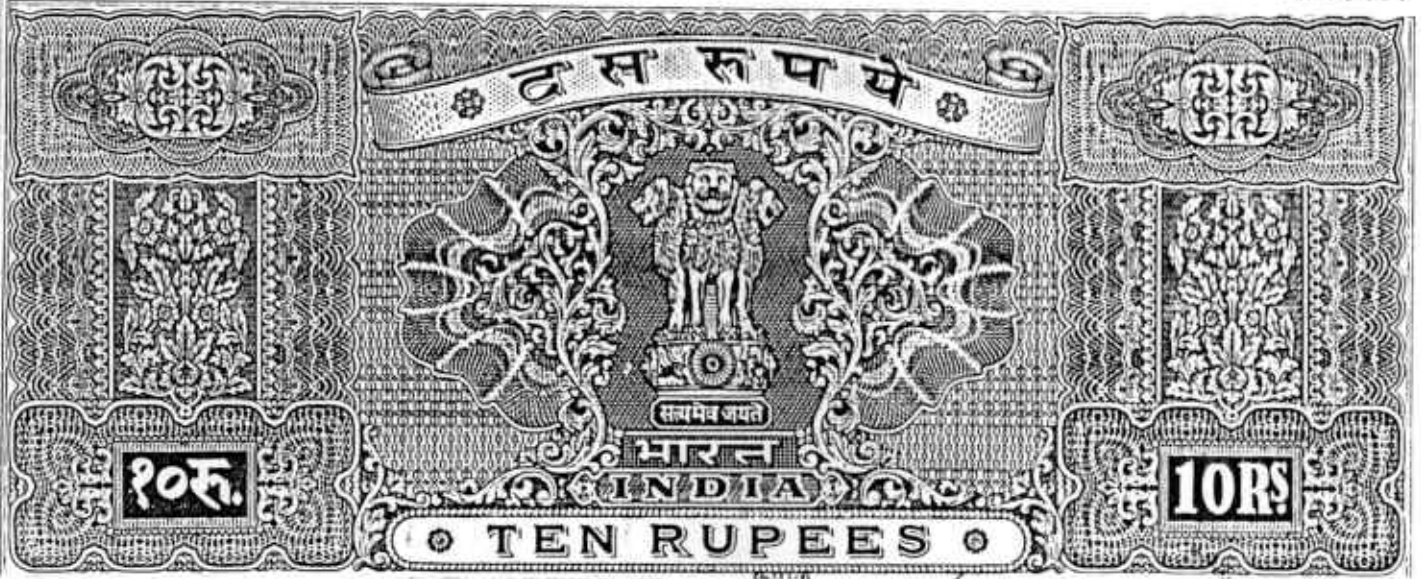
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lying and being at Village Mohile, Taluka Kurla, in the Registration District and Sub-District of Bombay City and Bombay Suburban, bearing Survey No.63, Hissa No.1 (Part) and City Survey No.569, admeasuring about 2299 Square Yards equivalent to 1922.3 Square Metres - hereinafter referred to as "the said property", and more particularly described in the Schedule hereunder written.

2. We say and declare that by an Indenture of Conveyance dated 31st July 1995, made and entered into between ourselves therein referred to as "the Vendors" of the One Part and One Shubh Nani Ply Pvt. Ltd. - therein and hereinafter referred to as "the Purchaser" of the Other Part, we have sold, conveyed, transferred and assured the said property unto the Purchaser for consideration mentioned therein.

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do





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 P. Mohindar  
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3. We further say and declare that we have received full consideration price from the said Purchaser and we have put the Purchaser into vacant and peaceful possession of the said property. Now nothing is due and payable by the Purchasers to us in respect of the said property.

4. We further say and declare that we will execute necessary irrevocable Power of Attorney in favour of the person/s nominated by the said Purchaser in respect of the said property.

5. We say and declare that we have represented to the said Purchaser, as follows :-

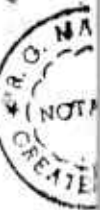
(a) ....

Sup  
 do

ADAR  
 (M.B.A.)

- (a) The said property is our self acquired property and we have acquired the same from the funds belonging to us and none else has any share, right, title, interest or claim of any nature in the said property or any part thereof and before execution of the said Conveyance, we were in exclusive use, occupation, possession and enjoyment of the said property ;
- (b) The said property does not belong to our respective Hindu Undivided Families ;
- (c) We have paid all outgoings, municipal taxes and all statutory dues and taxes in respect of the said property and we shall pay the same upto the date of the Completion ;
- (d) We have not created any tenancy or demise on lease or given on Leave and

*Qud*  
*Pr*



Licence basis or creator basis or conducting basis or any other basis or entered into Agreement for Sale of the said property or any part thereof with any third party and we have not received any consideration price from any third party. We have not created any charge on the said property or any part thereof in any manner whatsoever and the same is free from all encumbrances and we were entitled to deal with and dispose of the same. We have not parted with possession of the said property to any person or party on the aforesaid representations made by us to the Purchaser it has purchased the said property from us and paid the full consideration price to us and we shall indemnify and keep indemnified the Purchaser and their nominee/s from and against all demands, suits, proceedings, actions, losses, damages, costs, charges and expenses that may be caused to, incurred, suffered or sustained by the Purchaser and/or their nominee/s.

6. We further say and declare that we have no right, title or interest of any nature whatsoever in the said property or any part thereof and have no

claim ....



*Sup*  
*.lv.*

claim whatsoever against the Purchaser and it is entitled to deal with and dispose of the same.

7. We say and declare that what is stated hereinabove is true to our own knowledge and the same shall be binding on our respective heirs, executors and administrators.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground together with structure standing thereon, situate, lying and being at Village Mohili, Taluka Kurla, within the Registration Sub-District and District of Bombay City and Bombay Suburban bearing Survey No.63, Hissa No.1 (Part) and City - Survey No.569, admeasuring about 2299 Square Yards equivalent to 1922.3 Square Metres or thereabouts and bounded as follows :-

- On or towards EAST by property bearing Survey No.36 ;
- On or towards WEST by the Pipe Line ;
- On or towards NORTH by the property bearing Survey No.35 ;
- On or towards SOUTH by the Plot bearing Survey No.63.



SOLEMNLY DECLARED AT BOMBAY )

this 12<sup>th</sup> day of January )

*File* 1995, by the withinnamed - )

(1) A. MOHANDAS and )

(2) A. DEVDAS, )

in the presence of. .. )

Before me,

*Rashid G. Matadar*  
12/11/54



RASHID G. MATADAR  
ADVOCATE & NOTARY,  
Humayu Manzil, Red Cross Road,  
Near Agripada Police Station,  
BOMBAY-400 011,  
Tel. Res. 376126, off. 258091

*ADAR 1954*



For SUBHNEN PLY PVT. LTD.

*S. L. Shro*  
Director.

TRUE COPY









296

4 APR 1995

A. Mohandas

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME : I, <sup>A</sup> ADEVIDAS  
Indian Inhabitants, SEND GREETINGS :

WHEREAS

(1) I, along with my brother Shri A. Mohandas are seized and possessed of otherwise well and sufficiently entitled to all that piece or parcel of land together with the structure standing thereon situate, lying and being at Village: Mohili, Taluka : Kurla in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No.63, Hissa No.1 (Part) and bearing City Survey

*Handwritten signature*

*Handwritten signature*

**P. VISWANATHAN**  
Advocate & Notary  
Kayamkulam,  
Alapuzha (Dist), Kerala, India.

For SUBHNEN PLY PVT. LTD.

S.L. Shoh  
Director.

*Handwritten signature*

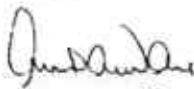
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Advocate & Notary  
Kayamkulam,  
(Dist), Kerala, India.

TRUE COPY

NOW KNOW YE ALL THESE PRESENTS WITNESS that said A. DEVIDAS do hereby nominate, constitute and irrevocably appoint the said A. MOHANDAS (hereinafter referred to as "the said Attorney") as my true and lawful Attorney, infact and at law for me in my name and on my behalf to do all or any of the following acts, deeds, matters and things i.e. to say;

1. TO SELL the said property to any person or party on any terms and conditions as my Attorney shall think fit and proper and for the purpose to sign and execute necessary agreements, documents and other assurances and writings as may be necessary to vest the said property in the name of the Purchaser and to receive the consideration price and to pass necessary valid receipts for the discharge of the same and part with possession of the said property.
2. To lodge such Deed or Document with the Sub-Registrar of Assurances for registration and to admit execution thereof and to enter into correspondence with the Registration Authorities in respect of the said property.
3. To file the statement and declaration as may be required by the Sub-Registrar of Assurances under the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 for the transfer of the said property and/or any other documents as may be required for the purpose.
4. TO MAKE application to the City Survey Office, Tahsildar and other Revenue Authorities for the transfer of the said property in the name of the Purchaser in the RECORDS of Rights and for the purpose to sign and execute necessary documents and writings and to pay the necessary fees for the purpose.
5. TO SUBMIT plans for construction of any structures on the said property to the Municipal Corporation of Greater





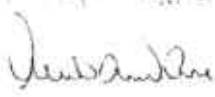
Advocate & Notary  
Kayamkulam,  
Malappuram (Dist), Kerala, India.

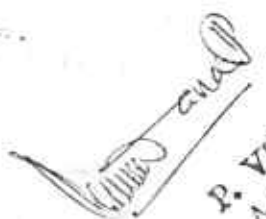
Bombay and other Public Bodies and Authorities and for revalidation, approval or consent or sanction and/or to be further modified and/or for further revision of the plans so submitted to the Municipal Corporation of Greater Bombay and/or such other authorities or Bodies as required under the law and sign such plans and applications, documents, affidavits, declarations, authority letters, writings, papers as may be required and to pay all fees, deposits, and other amounts and to receive the said deposits.

6. TO ENGAGE Architects, Engineers, R.C.C. Consultants, Surveyors, Agents, Contractors, Designers and other professional and other persons in connection with the said property and to remove him or them and another on his or their place and pay and settle their fees.

7. TO ACT for me and appear and represent me before all the officers of Municipal Corporation of Greater Bombay, Tahasildar, Mamlatdar, Collector or other Revenue Authorities and/or Public and Local Authorities including Town Planning and other Authorities in connection with the said property.

B. TO ACT for me and appear and represent me before the Government and/or Semi Government Authorities as well as before all the Officers of the Municipal Corporation of Greater Bombay as well as Revenue Authorities including the Collector of Bombay and Superintendent of Land Records, and other officers and /or other Public and Local Authorities including Officials of Municipal Corporation of Greater Bombay and Collector in connection with the said property and to sign all papers, applications, affidavits, declarations, authority letters, indemnity, petition, writing as may be necessary for the transfer of the said property in the names of the transferees.





**P. VISWANATHAN**  
Advocate & Notary  
Kozhikulam,  
Puzha (D-5), Kerala, India.

9. TO DEPOSIT amounts as may be required with the Municipal Corporation of Greater Bombay, Collector and/or any other statutory authority in connection with the said property and to apply for and receive refund of the deposits so made by the said Attorneys and to sign and give effectual and valid receipts for the discharge of the same.

10 TO MAKE application to the District Inspector of Land Records and City Survey Engineer for surveying of the said property and to receive survey of measurement of the said property or any part thereof from the District Inspector of Land Records and for the purpose to sign all papers, writings and documents and to pay for me and on my behalf all necessary costs, charges and deposits as may be required for the purpose.

11. TO APPLY to the Income Tax Authorities for the purpose of obtaining Certificate under section 230-A of the Income Tax Act, 1961 and to carry on correspondence with the Income tax Officers in connection therewith and to apply for renewal of the said Certificate as and when it becomes necessary and for the purpose to appoint Chartered Accountant or Consultant.

12 TO PAY all outgoings in respect of the said property to all Public Bodies or Authorities and to obtain proper discharge for the same.

13. TO CARRY on correspondence and to sign and deliver and register papers and documents including various forms, applications, agreements, undertakings and writings as may be required from time to time and to register the same and admit execution before the Sub-Registrar of Assurances.

*Subscribed*

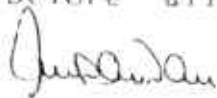
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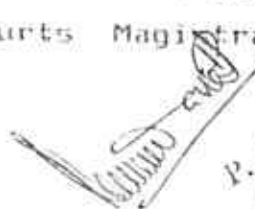
P. VISWANATHAN  
Advocate & Notary  
Kayamkulam,  
Alappuzha (Dist), Kerala, India.

14. TO APPEAR before any Sub-Registrar of Assurances or any other Officer of Assurances or any other Officer of Assurances as in India and to represent and/or lodge the same for registration and to admit execution of any document or documents executed by the us or by the said Attorney.

15. TO SETTLE, adjust, compound, submit to arbitration and to compromise all actions, suits, accounts, reckonings, claims and demands whatsoever which now are or hereinafter shall be or may be pending between us and any tenants, occupants, licensees or trespassers of the said property whatsoever in the manner and in all respects as our said Attorneys may think fit.

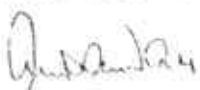
16. TO COMMENCE, prosecute, defend and to compromise all actions of suit and legal proceedings which may hereafter be commenced or against us or on company's behalf in any Court of Justice, Civil, Criminal and Revenue both Appellate and Original Sides and to appear before all Magistrates, Justices, and other Officers and to prosecute defend or discontinue to become non-suited thereon, to settle, compromise, sign consent terms or refer the proceedings in connection with or arising out of the said property otherwise and/or any affairs to appoint Solicitors, Counsels, Advocates to file Vakalatnames and other Authorities to sign and verify and affirm all Plaints, Written Statements and other documents to prefer appeals and to apply for Reviews and Revisions and to apply for execute Decree and Orders, to draw moneys from any Court, Accountant General, Official Receiver and to give effectual receipts and discharges for the same, to give effectual receipts and accept service of Writ of Summons Petitions, Notices and other legal processes and generally to completely prevent us before all Courts Magistrates and other Judicial, Civil,



  
P. VISWANATHAN  
Advocate & Notary  
Kayamkulam,  
Kerala, India.

Criminal and Revenue Authorities and other Public Bodies or Authorities.

17. TO PULL DOWN and repair and/or renovate and/or expand the premises on the said property.
18. TO CARRY on correspondence on my behalf with all concerned authorities and bodies including the Government of Maharashtra in all its Departments, Collector and/or Town Planning Authority in connection with the said property.
19. TO ASK for and apply and collect the refund and/or return of the security deposit fees and other amounts, if any, paid to Municipality, Collector and/or other concerned authorities for getting the Building Plan/Lay out Plan/ Sub-Division sanctioned and also to apply for and obtain the refund of the deposits, if any, paid to the authorities concerned, the said Attorneys shall be entitled to transfer the aforesaid amounts and deposits to any person or persons.
20. TO APPROACH the Authorities concerned for getting the said property or any portion thereof if under reservation and/or requisition released and/or shift the same in such manner as the said Attorneys may deem fit and proper.
21. TO APPLY for and obtain Electric Power connection and supply to the Bombay Suburban Electric Supply Company and for the purpose to sign, seal and deliver all necessary applications, forms, deeds and documents including Deed of Grant of Lease in favour of the said Bombay Suburban Electric Co. Limited or any part of the said property for the purpose of erection and construction of Electric Sub station and on such terms and conditions as the said Attorneys shall deem fit and proper.



  
P. VISWANATHAN  
Advocate & Notary  
Kayamkulam,  
Kerala, India.

22. TO APPLY to the Competent Authority and/or other concerned Authorities under U.L.C. Act, 1976, for sanction of the sale of the said property and/or for the development of the said property and/or of the provisions of the said Act and to sign all applications, forms, documents, affidavits, declarations, authority letters, indemnity, Papers and writings as may be necessary or required in respect of the said property.

23. TO MAKE application to the authorities and obtain permits for the cement, steel and other building materials and/or water connection and/or apply for electricity gas etc. in relation to the said property and to give undertakings as may be thought necessary or convenient or proper by the said Attorneys for the aforesaid purposes.

24. TO APPLY for and obtain Commencement Certificate as well as Occupation Certificate and/or completion certificate in respect of the said building or buildings to be constructed thereon on the said property.

25. TO MAKE necessary application to the Municipal Corporation of Greater Bombay, Collector and other authorities for sanction of layout and sub-division of the said property or any part thereof for the use and on our behalf and for the purpose to enter into correspondence with the said authorities and to represent us before the department and officers of the same and to sign and execute necessary documents, affidavits, declarations, writings, papers as may be necessary for us on our behalf and to pay the necessary fees, deposits and other charges in our name and on our behalf and to receive the said deposits for us and in our name and on our behalf and pass necessary receipts for payment thereof.

*Justices*

*Witnessed*  
**P. VISWANATHAN**  
Advocate & Notary  
Kayamkulam,  
Kerala, India.

26. TO DEVELOP the said property by demolishing and/or by way of levelling the same and filling the same and/or constructing roads, internal layout, constructing shed godown and effects for the purpose of effective development of the said land.

27. TO HAND OVER to the Municipal Corporation of Greater Bombay or any other concerned Authorities the D.P. Road passing through the said property or any part thereof and for the purpose to sign and execute all necessary papers, documents and writings as may be required for the purpose.

28. TO MAKE and prepare and/or cause to be made and prepare all plans, specifications and designs and/or alternations in the existing plans and/or specifications as may be necessary required and advisable for the purpose of constructing the buildings on the said property to the Competent Authority and/or Government of Maharashtra and/or Local Bodies and to engage the service of any Architects Engineers or any other person or parties as may be necessary or advisable.

29. TO COMMENCE, carry out and complete and/or to be commenced carried out and/or completed construction work at their entire costs in the said property in accordance with the sanctioned plans and specifications and in the construction work is concerned to see that all applicable rules and regulations which are made by the Government of Maharashtra and/or Town Planning Authority and/or any other Competent Authorities for the time being are strictly observed.

30. TO APPROACH the Authorities concerned to get the said property or any portion thereof if under possession and/or acquisition released and/or show the same in such

*Indira*

*[Signature]*

P. VISWANATHAN  
Advocate & Notary  
Kazhikulam,  
Kerala (Dist), Kerala, India.



manner as the said Attorneys may think fit and proper.

31. IN THE EVENT any portion of the said property is reserved for any public purposes to make necessary application to claim the compensation and to receive the compensation and to pass necessary valid receipts for the discharge the same.

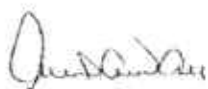
32. TO GET the said property transferred in company's names in the Records of Rights of City Survey Office and other Revenue Authorities and for the purpose to sign and execute necessary applications and writings as may be required.

33. TO MAKE an Application for the Transfer of Development Rights (T.D.R.) to the Municipal Corporation of Greater Bombay in respect of the area under reservation and to sell the same to any third person or party and obtain necessary Certificate from the Municipal Corporation of Greater Bombay in respect of the said T.D.R. and to pay necessary fees and charges and to give undertaking as may be required for the purpose.

34. TO PERFECT our title to the said property.

35. TO SUBSTITUTE and appoint from time to time one or more attorneys under them or either them the said Attorney or Attorneys with the same powers and authorities or limited powers and substitute/substitutes at pleasure and to remove and another or others to appoint in his or their place or stead.

AND GENERALLY to do execute and perform all acts, deeds, matters and things concerning the said property and to sign and execute all documents, writings as may be



P. VISWANATHAN,  
Advocate & Notary  
Koyambalam,  
44 (9/1), Kerala, India.

required in relation to the said properties, fully and effectually in all respects and to do all intents as my self could do as if I were personally present did the same.

AND LASTLY I myself for my heirs, executors and administrators do hereby agree to ratify and confirm all and whatsoever my said Attorney or their substitutes shall do or caused to be done by virtue of these presents.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground together with the structures standing thereon situate lying and being at Village: Mohili, Taluka: Kurla, in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No. 63, Hissa NO. 1(part) and bearing city Survey NO. 569 and admeasuring about 2299 square yards equivalent to 1922.3 square meters.

For SUBHREN PLY PVT. LTD.

S.L. Shukla

Director.

SIGNED SEALED AND DELIVERED )  
by the withinnamed )  
A. DEVIDAS in the presence of )

*[Signature]* TRUE COPY

I know the party who signed here -

*[Signature]*

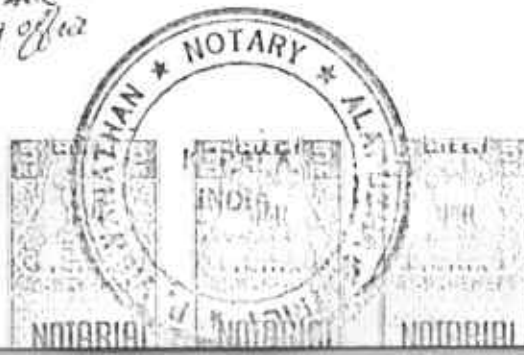
2-5-95

R. JAYARAMAN

ADVOCATE  
KAYAMKULAM  
Phone Nos. 566

I P. Viswanathan, notary duly appointed and authorised under notaries Act do hereby certify that this deed of power of attorney is signed in my presence by A. Devidas appointing A. Mohandas as his attorney and I hereby attest and authenticate this deed under notaries Act on this, the 10th day of June 1995 at my office at Kayamkulam.

*[Signature]*  
P. VISWANATHAN  
Advocate & Notary  
Kayamkulam,  
Alappuzha (Dist), Kerala, India.



XX

DATED THIS DAY OF 1995

XX

SHRI A. DEVIDAS

T O

SHRI A. MOHANDAS

POWER OF ATTORNEY



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 कताकी  
 श्री ..... मुला  
 .....  
 A. Mohandas  
 .....  
 .....  
 वसन्त धारण  
 मुद्रांक विक्रेता

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME :  
 We, (1) MR. A. MOHANDAS and (2) MR. A. DEVDAS, both  
 of Bombay, Indian Inhabitants, SEND GREETINGS :

WHEREAS :

(i) We say and declare that we are seized  
 and possessed or otherwise well and  
 sufficiently entitled to all that piece  
 or parcel of land or ground togher with  
 the structure standing thereon, situate,  
 lying and being at Village Mohili, Taluka

For SUBHNEN PLY PVT. LTD Kurla, Registration District and Sub-

S. L. Shah  
 Director.

-District ....



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District of Bombay City and Bombay Suburban and bearing Survey No.63, Hissa No.1 (Part) and City Survey - No.569 and admeasuring about 2299 Square Yards equivalent to 1922.3 Square Metres and hereinafter referred to as "the said Property" and more particularly described in the Schedule hereunder written ;

(ii) By an Indenture of Conveyance Deed dated 1995, made and entered into between ourselves therein referred to as "the Vendors" of the One Part and Subh Nen Ply Pvt. Ltd., therein referred to as "the Purchaser" of the Other Part, we have sold, conveyed, transferred and assured unto the Purchaser, the said property for the consideration mentioned therein ;



(iii) ....

do  
do





क्रमांक

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श्री. संभाजीदास मुका

पुस्तकालय, पुणे.

*A. Mohanlal*

*[Faint, mostly illegible text in Devanagari script, likely a receipt or acknowledgment.]*



(iii) We have received the entire consideration price from the Purchaser and we have put the Purchaser into vacant and peaceful possession of the said property ;

(iv) At the request of the Purchaser, we have agreed to execute this POWER OF ATTORNEY in favour of (1) SHRI NENSEY L. SHAH and (2) SHRI SUBHASH SHAH, the Directors of the Purchaser, in the manner hereinafter appearing ;

*[Handwritten signature]*

NOW ...

NOW KNOW YE ALL THESE PRESENTS WITNESS

that We, the said (1) MR. A. MOHANDAS and (2) MR. A. DEVDAS, each of us jointly and severally, do irrevocably hereby nominate, constitute and appoint -

(2) SHRI NENSEY L. SHAH and (2) SHRI SUBHASH SHAH, the Directors of the Purchaser abovenamed, (hereinafter referred to as "the Attorneys") each of them jointly and severally, as our true and lawful Attorneys, in fact and at law, for us, in our name and on our behalf, to do the following acts, deeds, matters and things, that is to say :-

1. TO SUBMIT Plans for construction of any structures on the said property to the Municipal Corporation of Greater Bombay and other Public Bodies and Authorities and for revalidation, approval or consent or sanction and/or to be further modified and/or for further revision of the Plans so submitted to the Municipal Corporation of Greater Bombay and/or such other authorities or Bodies as required under the Law and sign such Plans and -



Applications, ....

do...  
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Applications, Documents, Affidavits, Declarations, Authority Letters, writings, papers as may be required and to pay all fees, deposits and other amounts and to receive the said deposits.

2. TO ENGAGE Architects, Engineers, R.C.C. Consultants, Surveyors, Agents, Contractors, Designers and other professional and other persons in connection with the said property and to remove him or them and another on his or their place and pay and settle their fees.

3. TO ACT for us and appear and represent us before all the Officers of Municipal Corporation of Greater Bombay, Tahsildar, Mamlatdar, Collector or other Revenue Authorities and/or Public and Local Authorities including Town Planning and other Authorities in connection with the said property.

4. TO ACT for us and appear and represent us before the Government and/or Semi Government Authorities as well as before all the Officers of the Municipal Corporation of Greater Bombay as well as Revenue Authorities including the Collector of Bombay and Super-intendent of Land Records and other Officers and/or other Public and Local Authorities including Officials of Municipal Corporation of Greater Bombay and Collector in connection with the said property and to sign all papers,



dy  
Ans



applications, affidavits, declarations, authority letters, indemnity, Petition, writing as may be necessary for the transfer of the said property in the names of the Transferors.

5. TO DEPOSIT amounts as may be required with the Municipal Corporation of Greater Bombay, Collector and/or any other statutory authority in connection with the said property and to apply for and receive refund of the deposits so made by the said Attorneys and to sign and give effectual and valid receipts for the discharge of the same.

6. TO MAKE application to the District Inspector of Land Records and City Survey Engineer for surveying of the said property and to receive survey of measurement of the said property or any part thereof from the District Inspector of Land Records and for the purpose to sign all papers, writings and documents and to pay for us and on our behalf all necessary costs, charges and deposits as may be required for the purpose.

7. TO PAY all outgoings in respect of the said property to all Public Bodies or Authorities and to obtain proper discharge for the same.



Handwritten initials or signature in the bottom left corner.

8. TO CARRY ON correspondence and to sign and deliver and register papers and documents - including various forms, applications, agreements, undertakings and writings as may be required from time to time and to register the same and admit execution before the Sub-Registrar of Assurances.

9. TO APPEAR before any Sub-Registrar of Assurances or any other Officer of Assurances or any other Officer of Assurances as in India and to represent and/or lodge the same for registration and to admit execution of any document or documents executed by us or by the said Attorney.

10. TO SETTLE, adjust, compound, submit to arbitration and to compromise all actions, suits, accounts, reckonings, claims and demands whatsoever which now are or hereafter shall be or may be pending between us and any tenants, occupants, licensees or trespassers of the said property whatsoever in the manner and in all respect as our said Attorneys may think fit.

11. TO COMMENCE, prosecute, defend and to compromise all actions or suit and legal proceedings which may hereafter be commenced or against us or on our behalf in any Court of Justice, Civil, Criminal and Revenue both Appellate and Original Sides and to appear before all Magistrates, Justices and other Officers and to prosecute defend or



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discontinue to become non-suited thereon, to settle, compromise, sign Consent Terms to refer the proceedings in connection with or arising out of the said property otherwise and/or any affairs to appoint Solicitors, Counsels, Advocates to file Vakalatnamas and other Authorities to sign and verify and affirm all Plaints, Written statements and other documents to prefer appeals and to apply for Reviews and Revisions and to apply for Reviews and Revisions and to apply for execute Decree and Orders, to draw moneys from any Court, Accountant General, Official Receiver and to give effectual receipts and discharges for the same, to give effectual receipts and accept service of Writ of Summons Petitions, Notices and other legal processes and generally to completely prevent us before all Courts Magistrates and other Judicial, Civil, Criminal and Revenue Authorities and other Public Bodies or Authorities.



12. TO PAY all necessary charges, deposits, assessments and apply for the refund thereof as the said Attorneys may think fit and proper.

13. TO CARRY ON correspondence and to prepare sign and execute papers, applications, documents including Affidavits, Plaints, Petitions, Declarations, usual indemnity and usual undertakings as may be required for the purpose

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of constructing building or buildings on the said property.

14. TO PULL DOWN and repair and/or renovate and/or expand the premises on the said property from time to time.

15. TO CARRY ON correspondence on our behalf with all concerned authorities and bodies including the Government of Maharashtra in all its Departments, Collector and/or Town Planning Authority in connection with the said property.

16. TO CARRY ON correspondence on our behalf with all concerned authorities and bodies including the Government of Maharashtra in all its Departments, Collector and/or Town Planning Authority in connection with the said property.

17. TO ASK FOR and apply and collect the refund and/or return of the security deposit fees and other amounts, if any, paid to the Municipality, Collector and/or other concerned authorities for getting the Building Plan/Lay out Plan/Sub-Division sanctioned and also to apply for and obtain the refund of the deposits, if any, paid to the Authorities concerned, the said Attorneys shall be entitled to transfer the aforesaid amounts and deposits to any person or persons.



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18. TO APPROACH the Authorities concerned for getting the said property or any portion thereof if under reservation and/or requisition released and/or shift the same in such manner as the said Attorneys may deem fit and proper.

19. TO ADJUST, settle, compromise or submit to arbitration any accounts, claims and demands whatsoever which now or are hereafter may be pending or in such and in all respect as the said Attorneys shall think fit.

20. TO ACT for us and appear and represent us before all the Officers of the Municipal Corporation of Greater Bombay, Tahsildar, Mamlatdar, Collector or other Revenue Officers and/or Public and Local Authorities including Town Planning and other Authorities in connection with the said property.

21. TO APPLY for and obtain Electric Power connection and supply to the Bombay Suburban Electric Supply Company Limited and any other Company and for the purpose to sign, seal and deliver all necessary applications, forms, deeds and documents including Deed of Grant of Lease in favour of the said Bombay Suburban Electric Supply Co. Ltd. or any part of the said property for the purpose of erection and construction of Electric



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Sub-Station and on such terms and conditions as the said Attorneys shall deem fit and proper.

22. TO APPLY to the Competent Authority and/or other concerned Authorities under U.L.C. Act, 1976, for sanction of sale of the said property and/or for the development of the said property and/or of the provisions of the said Act and to sign all applications, forms, documents, affidavits, declarations, authority letters, indemnity, papers and writings as may be necessary or required in respect of the said property.

23. TO DEPOSIT amounts as may be required with the Municipal Corporation of Greater Bombay, Collector and/or any other authority in connection with the said property or the development thereof and to apply for and receive refund of the deposits so made by the said Attorneys and Attorney and to sign and give all effectual and valid receipts and discharge for the same.

24. TO APPLY for and obtain Commencement as well as Occupation Certificate and/or Completion Certificate in respect of the said building or buildings to be constructed thereon on the said property.

25. TO CARRY ON correspondence and to sign

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and deliver and register papers and documents, including various forms, applications, agreements, undertakings and writings that may be required from time to time and to register the same and admit execution before the Sub-Registrar of Assurances.

26. TO MAKE necessary application to the Municipal Corporation of Greater Bombay, Collector and other Authorities for sanction of layout and sub-division of the said property or any part thereof for us and on our behalf and for the purpose to enter into correspondence with the said authorities and to represent us before the department and officers of the same and to sign and execute necessary documents, affidavits, declarations, writings, papers as may be necessary for us on our behalf and to pay the same necessary fees, deposits and other charges in our name and on our behalf and to receive the said deposits for us and in our name and on our behalf and pass necessary receipts for payment thereof.

27. TO MAKE application to the Municipal Corporation of Greater Bombay and other Authorities for supply of water and water connection in the property and to give undertaking/guarantee as may be required and pay the necessary charges.



28. TO DEVELOP the said property by demolishing and/or by way of levelling the same and filling the same and/or constructing roads, internal laying, constructing shed/sheds godown and effects for the purpose of effective department of the said land.

29. TO CARRY OUT all the requisition that may be made by the Municipal Corporation of Greater Bombay and/or any other authorities in connection with such plans of sub-division, layout amalgamation of the building plans submitted and/or that may be submitted by our Attorneys or either of them to the appropriate concerned authorities in pursuance of these presents.

30. TO COLLECT and receive of and from the tenants and occupiers all rents and sums of money now due or hereafter to become due for rent for use and occupation thereof and to take all lawful proceedings by way of distress suit or otherwise for recovery of all arrears of rent now due or hereafter become due.

31. TO MAKE allowances to and arrangements with all or any of the tenants or occupiers for the time being of any such houses, lands, tenements, hereditaments to determine tenancies and give notices to quit and accept surrender of tenancy and to take all lawful proceedings and means for



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evicting ....



evicting and ejecting defaulting tenants and occupiers from all or any of the said property or any part thereof determining the tenancies or occupation thereof for obtaining, recovering possession of all of the properties held or occupied by such defaulter.

32. TO HAND OVER to the Municipal Corporation of Greater Bombay or any other concerned Authorities the D. P. Road, passing through the said property or any part thereof and for the purpose to sign and execute all necessary papers, documents and writings as may be required for the purpose.

33. TO ARRIVE AT any arrangement with the tenants/occupiers of the structure standing on the said property to acquire possession of the said tenements or give them alternate accommodation in the new building to be constructed on the said property on any terms and conditions as our said Attorneys shall execute all agreements and writings as may be required for the purpose.

34. TO DEMOLISH the existing structures and to proceed with the development of the said property including constructing a boundary wall, to comply with all the terms and conditions of the building plans, I.O.D., Commencement Certi-



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-ficate and for the purpose if required to hand over and/or surrender and/or transfer portion of the property falling in set-back area or under proposed or existing D.P. Road or Municipal Road to the Municipal Corporation of Greater Bombay or to the Authorities concerned and to apply for and obtain in lieu thereof the completion and/or F.S.I. to consume the said F.S.I. to the remaining portion of the said property by constructing the buildings.

35. TO PREFER an Appeal from the Orders which may be made by the Competent Authority or other Authorities under the U.L.C. Act, 1976, and to do all acts, deeds, matters and things and to institute all filing of the Appeals and for the purpose to sign and declare all Petitions, Memo of Appeal, Affidavits, Plaints and all other proceedings as may be required for the said purpose.

36. TO MAKE and prepare and/or cause to be made and prepare all Plans, Specifications and designs and/or alterations in the existing Plans and/or specifications as may be necessary required and advisable for the purpose of constructing the buildings on the said property to the Competent Authority and/or Government of Maharashtra and/or Local Bodies and to engage the service of any Architects Engineers or any other person or parties as may be necessary or advisable.



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37. TO COMMENCE, carry out and complete and/or to be commenced carried out and/or completed construction work at their entire costs in the said property in accordance with the sanctioned Plans and specifications and so far as any construction work in concerned to see that all applicable rules and regulations which are made by the Government of Maharashtra and/or Town Planning Authority and/or any other Competent Authorities for the time being are strictly observed and followed as they are deserved.

38. TO APPROACH the Authorities concerned to get the said property or any portion thereof if under reservation and/or acquisition released and/or shift the same in such manner as the said Attorneys may think fit and proper.

39. TO APPEAR and represent before any and all concerned Authorities and parties as may be necessary, required or advisable for protection or in connection with the development of the said property and to take such agreements and arrive at such arrangements as may be conducive to the development of the said property.

40. IN THE EVENT any portion of the said property is reserved for any public purposes to make necessary application to claim the compensa-



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-tion and to receive the compensation and to pass necessary valid receipts for the discharge the same.

41. TO GET the said property transferred in our names in the Records of Rights of City Survey Office and other Revenue Authorities and for the purpose to sign and execute necessary applications and writings as may be required.

42. TO EXECUTE Deed of Modification and other Assurances as may be required from time to time for effectually transfer of the said property and to vest the said property in the name of the Purchaser and/or its nominee or nominees in pursuance of the said Conveyance and to appear before the Sub-Registrar of Assurances and to lodge for Registration of such document and admit execution of the same and to do all other acts, deeds, matters and things as may be required under the Indian Registration Act, 1908, and other laws for the time being in force.

43. TO SUBSTITUTE and appoint from time to time one or more Attorneys under them or either of them the said Attorney or Attorneys with the same powers and authorities or limited powers and substitute/substitutes at please and to remove and another or others to appoint in his or their place or stead.



44. We hereby declare that this POWER OF ATTORNEY shall be irrevocable.

AND GENERALLY to do, execute and perform all acts, deeds, matters and things concerning the said property to vest the said property in the name of the Purchaser or its nominee or nominees and to act as our said Attorneys in relation to the said property as fully and effectually in all respects to all intents and we ourselves could do if we were personally present and did the same.



AND LASTLY we ourselves for our respective heirs, executors and administrators do hereby agree to ratify and confirm all and whatsoever our said Attorneys or their substitute shall lawfully do or cause to be done by virtue of these presents.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground together with the structure standing thereon, situate, lying and being at Village Mohili, Taluka Kurla, in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No.63, Hissa No.1 (Part) and City Survey No.569 and admeasuring

about ....

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about 2299 Square Yards equivalent to 1922.3 Square Metres.

IN WITNESS WHEREOF, we, the said (1) SHRI A. MOHANDAS and (2) SHRI A. DEVDAS, have hereunto set and subscribed our respective hands to this writing, this 12<sup>th</sup> day of January 1996.

SIGNED, SEALED AND DELIVERED )  
by the withinnamed (1) SHRI )  
A. MOHANDAS and (2) SHRI A. )  
DEVDAAS, in the presence of. )

Before me,

*Rashid G. Matadar*  
12/1/96

Identified by me,



Advocate.

RASHID G. MATADAR  
ADVOCATE & NOTARY,  
Humayun Manzil, Red Cross Road,  
Near Agripada Police Station,  
BOMBAY-400 011,  
Tel. Nos. 376126, off. 258091



For SUBHNEN PLY PVT. LTD.  
*S. L. Shah*  
Director.

TRUE COPY





General Stamp Office  
Bombay



मुद्रांक  
संख्या

DEED OF EQUITABLE MORTGAGE

31<sup>st</sup> July, 1995

We, 1) Mr. Nenshi Ladhahai Shah and 2) Subhash Laljibhai Shah, Directors of M/s. Subhnen Ply Pvt. Ltd., a Company incorporated under Companies Act, 1956 bearing Certificate of Incorporation No. 11-86503 of 1995 issued by the Additional Registrar of Companies of Maharashtra on 15th Day of March, 1995, having its registered Office at A/206 'Bhagyodaya', Sarojini Road, Vile Parle (West), Bombay - 400 056, hereinafter referred to as the "First Mortgagor Company" confirm that pursuant to the Resolution passed in the Board Meeting of the Company held on 20th July, 1995 at the Registered Office of the Company, we have deposited the Original Title Deed more particularly described in the 1st Schedule hereunder written with Mr. Shah Alam Khan, the Assistant General Manager of Bombay Mercantile Co-operative Bank Ltd., on 25.07.1995 at his office situated at Plot No. 207, TPS IV, 1st Floor, S.V. Road, Santacruz (West), Bombay - 400 054 in respect of immovable property being all that piece or parcel of land or ground together with the structure standing thereon situate, lying and being at Village, Mohili, Taluka Kurla more particularly described in the IInd Schedule hereunder written with an intention to create security thereon by deposit of Title Deed and thereby creating equitable mortgage of the said premises as a Security for repayment of the following credit facilities sanctioned by the Bank to our said company i.e. M/s. Subhnen Ply Pvt. Ltd., having account with Andheri Branch of the bank, viz.:

- 1) Term Loan of Rs.90,00,000/- (Rupees Ninety Lacs only) for Purchase and against registered equitable mortgage of business premises situated at S. No. 63, Hissa No. 1, Part C.T.S. No. 569 of Village Maholi, Kurla, Bombay admeasuring 2008.8 Sq. Mt. being 22,000 Sq.ft. with 30% margin repayable in 54 equal monthly instalments of Rs.1,66,000/- each (last being of Rs.2,02,000/-) commencing 6 months from the date of disbursement with interest chargeable @ 18% p.a. at quarterly rest.
- 2) Overdraft limit of Rs.24.00 lacs (Rupees Twenty Four lacs only) against hypothecation of stock-in-trade consisting of plywood, laminates, timber, wood etc. with 40% margin and interest chargeable @ 18% p.a. at quarterly rests valid upto 30.6.1996.

Whereas the Bank has conveyed the terms and conditions on which the aforesaid facilities are sanctioned in detail vide Bank's letter bearing reference No. 03/AGMD/SUB/HA/551 dated 20th July, 1995 which terms and conditions were accepted by the Company's Board of Directors in its meeting held on 20th July, 1995.

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For SUBHNEN PLY PVT. LTD.  
S.L. Shah

N.L.S.L.S.  
S.L.S.  
P.G.  
20-7-95



We confirm that the Title Deeds deposited with the Bank as per Schedule I in respect of the said property described in Schedule IInd are the only title deeds in our possession and we have got clear marketable title to the said property as per the Title Certificate issued by our Advocate M/s Anil Mandevin & Co dated 26-07-95

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We have undertaken with the Bank that the original Conveyance as and when received from the Sub-Registrar's Office, Bombay will be deposited with the Bank and the Bank will have irrevocable authority from the company to collect the same from the Sub-Registrar's office on its registration and have lien on the same.

We have undertaken with the Bank that the aforesaid premises shall remain in exclusive possession, use and occupation of the Company and the company shall not part with the same and/or create any further charge or encumbrance on the said property by way of mortgage, lien, etc.,

We have also undertaken on behalf of the Company with the Bank that we will not allow any other person from our company to use the said property or any part thereof either by way of lease, sub-lease, leave license and/or on conducting basis and the premises will remain in our exclusive possession till the entire credit facility with interest and other charges are paid by the company to the Bank to its satisfaction, and till the Bank gives its written consent for releasing the property from its charge on such repayment.

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We have also undertaken with the Bank that we shall also continue to pay the Municipal assessment taxes and other charges of the Government, Semi Government and/or Local Authorities in respect of the said property and will also pay the Income Tax, Sales Tax, so as to keep the said property save from any attachment/sale orders of Government or Statutory bodies.

We undertake with the Bank not to do any act of omission or commission whereby the interest of the Bank is prejudiced in respect of the said property.

We Nenshi L. Shah 2) Shantibhai L. Shah, Karta of Ladhobhai S. Shah (H.U.F) and 3) Subhash L. Shah, the second set of Mortgage, on our part confirm that Mortgage Deed was executed by us on 19th Day of June, 1991 as Partners of M/s. Kanch Ghar which mortgage deed was lodged for registration with the Sub-Registrar of Assurances IV, Bombay (Bandra) bearing serial No. P/4254/91 dated 19.6.91 as a security for Term Loan of Rs.5.95 Lacs (Rupees Five Lacs Ninety Five Thousand only) sanctioned to our Partnership Firm for purchase of Shop No.1 in 'Abhishek' Building, Vallabhai Road, Vile Parle (West), Bombay - 400 056, and whereas we have paid the said term loan and have obtained the Original Title Deeds from the Bank.

AND WHEREAS we have not insisted for execution of re-conveyance deed by the Bank but have re-deposited the same more particularly described in the III Schedule hereunder written in respect of the said Shop No.1 in 'Abhishek' Building more particularly described in the IVth Schedule hereunder written with the said Mr. Shah Alam Khan, the Assistant General manager of Bombay Mercantile Co-operative Bank Ltd. having its office at Plot No. 207, TPS IV, 1st floor, S.V. Road, Santacruz (West), Bombay - 400 054 on 25.7.95 as collateral security to the credit facility of Rs.114.00 lacs. (Rupees One Hundred Fourteen Lacs.) sanctioned by the Bank to M/s. Subhnen Ply Pvt. Ltd.

We confirm that we will not insist for execution of re-conveyance deed of the Shop No.1 by the Bank till the Bank receives the entire amount of Rs.114.00 lacs. together with interest, costs and other charges from the said M/s. Subhnen Ply Pvt. Ltd. to its satisfaction and the Bank will continue to have its lien, charge

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on the said title deeds in respect of the said Shop No.1 till then. We also confirm that the said Shop No.1 will remain to continue as a security for the credit facilities sanctioned to M/s. Subhnen Ply Pvt. Ltd. and we will not part with the possession, use and occupation of the said shop premises No.1.

We also confirm that the covenants and undertaking made by us on 19th June, 1991 will remain binding and in force till the repayment of the entire facilities by said M/s. Subhnen Ply Pvt. Ltd. to the Bank.

We, Smt. Shantaben L. Shah, Smt. Gunvantiben N. Shah, Smt. Sonalben S. Shah, "The Third Set of Mortgagors" confirm that being the owners of Shop No.5 in 'Abhishek' Building, Vallabhbai Road, Vile Parle (West), Bombay - 400 056 had executed a Deed of Mortgage dated 30th January, 1990 in favour of the Bank as security for Overdraft Limit of Rs.5,00,000/- sanctioned by the Bank to M/s. Laxmi Laminates, a Partnership Firm.

AND WHEREAS the said Mortgage Deed was lodged for registration with the Sub-Registrar of Assurances at Bombay on 30th January, 1990 under Serial No. P-BB 420 of 1990. AND WHEREAS the Bank had enhanced the Overdraft limit from time to time which limits are in force and whereas we have deposited the title deeds more particularly described in Schedule V in respect of the said Shop No.5 more particularly described in the VIth Schedule hereunder written with said Mr. Shah Alam Khan, Assistant General Manager of the Bank having his office at Plot No. 207, TPS IV, 1st floor, S.V. Road, Santacruz (West), Bombay - 400 054 on 25.07.1992 as a collateral security for the credit facilities sanctioned by the Bank for an amount of Rs.114.00 lacs. to M/s. Subhnen Ply Pvt. Ltd. ML  
S.A.  
2/11/92

We confirm that notwithstanding the re-payment of overdraft facility under the said mortgage deed and/or re-payment of fresh facility by M/s. Laxmi Laminates to the Bank, the Bank will continue to have its charge and lien on the title deeds mentioned in Schedule V and also on the said Shop No.5 in 'Abhishek' Building.

We also confirm that we will not insist upon execution of re-conveyance deed in respect of the said mortgaged Shop No.5 by the Bank till the entire credit facilities sanctioned by the Bank to M/s. Laxmi Laminates and to M/s. Subhnen Ply Pvt. Ltd. are repaid by the respective firm and company together with interest, cost and charges to the Bank's satisfaction.

We have confirmed with the Bank that we shall continue to abide the covenants and undertaking made by us in the said deed of mortgage dated 30.1.1990 during the currency of the credit facilities sanctioned to M/s. Subhnen Ply Pvt. Ltd.

We, Mr. Shantilal Ladhahbai Shah & Mr. Lalji Khirabhai Shah "The Fourth set of Mortgagors" owners of Shop No. 6 in 'Abhishek' Building confirm that we had executed a deed of mortgage dated 27.10.1988 in favour of the Bank as security for repayment of credit facility of Rs.2.00 lacs sanctioned by the Bank to M/s. Laxmi Ply Agency a Partnership firm of Nenshi L. Shah and Lalji K. Shah which facility was enhanced from time to time by the Bank and the said Shop No.6 continued to be remained as Security for such credit facilities.

We, Shantilal L. Shah and Lalji K. Shah hereby further confirm having attended the office of Mr. Shah Alam Khan, the Assistant General Manager of Bombay Mercantile Co-operative Bank Ltd., having his office at Plot No. 207, TPS IV, 1st floor, S.V. Road, Santacruz (West), Bombay - 400 054 on 25.7.1995 and having deposited the original title deeds more particularly described in the VIIth schedule in respect of the said Shop No.6 more particularly described in the VIIIth Schedule hereunder written also as a collateral security for the credit facility sanctioned by the Bank to M/s. Subhnen Ply Pvt. Ltd. of Rs.114.00 lacs. ML  
S.A.  
2/11/95

We confirm that the said Shop No.6 will remain available as security to the Bank not only for the facilities sanctioned to M/s. Laxmi Ply Agency but also for the credit facilities sanctioned to M/s. Subhnen Ply Pvt. Ltd.,

We further confirm that notwithstanding the payment made by the said M/s. Laxmi Ply Agency at any time hereafter the said shop No. 6 will remain under Bank's charge and the Bank will have its lien on the title deeds of the said shop No.6 and also on the said Shop No.6 till the entire amount sanctioned to M/s. Subhnen Ply Pvt. Ltd. together with interest, cost and charges are received by the Bank to its satisfaction.

We further confirm that the Covenants and Undertakings made by us as Mortgagors in the Mortgage Deed dated 27.10.1988 shall remain binding and in force upon us till the entire credit facilities sanctioned by the Bank to M/s. Subhnen Ply Pvt. Ltd. are repaid to the Bank's satisfaction.

Bombay :

Dated : 25th July, 1995.

#### SCHEDULE I

(Particulars of Title Deeds in respect of premises at Village Mohili, Taluka Kurla, Bombay City.)

- 1) Indenture of Conveyance Dated 5.2.1979 between Mr. Elias Clement D'Souza and Mr. A. Mohandas and Mr. A. Devdas.
- 2) Latest Municipal Tax Bills in respect of the Property dated 19<sup>th</sup> Dec, 1994
- 3) 37-I Certificate dated 12.5.1995.
- 4) Receipts for payment made to the Vendors.
- 5) Copy of the Conveyance Deed dated 31<sup>st</sup> July '95 between Mr. A. Mohandas and another and Mr. Subhnen Ply Pvt. Ltd.
- 6) Original Lodgement Receipt dated 31<sup>st</sup> July '95 bearing No. SDR 3/1730/95 issued by the Sub-Registrar of Assurances, Bombay.
- 7) Search Report dated 15.1.1995 from S.E. Jhaveri.
- 8) Certificate issued by Municipal Corporation of Greater Bombay bearing No. CHE/5267/DPES dated 14.1.1995.
- 9) Marketable certificate issued by Mr. Anil Manjaria & Co. Advocate dated 26<sup>th</sup> July '95.

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#### SCHEDULE II

(Particulars of the premises at Village Mohili, Taluka Kurla, Bombay City.)

ALL THAT piece or parcel of land or ground together with structure standing thereon, situate, lying and being at Village Mohili, Taluka Kurla, within the Registration Sub-District and District Bombay City and Bombay Suburban bearing Survey No. 63, Hissa No.1 (Part) and City Survey No. 569 admeasuring about 2299 sq. yards equivalent to 1922.3 sq. meters of thereabout and bounded as follows:  
On or towards the East by Property bearing Survey No.36;  
On or towards the West by the Pipe Line;  
On or towards the North by Property bearing Survey No.35;  
and  
On or towards the South by the Plot bearing Survey No.63.

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### SCHEDULE III

(Particulars of Title Deed in respect of Shop No. 1, deposited by Mr. Nenshi L. Shah and others)

- 1) No Objection Certificate issued by Parle Abhishek Co-op. Hsg. Soc. Ltd., dated 22.7.1995.
- 2) Share Certificate No. 30 bearing D. Nos. 151 to 160 dated 5.9.1994.
- 3) Copy of Agreement for Sale dated 18.4.1991 between Mrs. Leena H. Panchamia (Vendor) and Mr. Mahesh R. Panchal (Confirming Party) and Mr. Ladhajhai S. Shah and Others (Purchasers).
- 4) Lodgement Receipt No. P/2767/91 dated 18.4.1991, issued by the Sub-Registrar of Assurances, IV Bombay (Bandra).
- 5) Copy of Agreement for Sale dated 29.9.1987 entered into between M/s. Evershine Builders (Promoters) and Mr. Suryakant R. Shah and Others (First Confirming Party) and Sulochanaben S. Sheth and Others (Second Confirming Parties) and Smt. Leena Panchamia (Purchaser).
- 6) Copy of Agreement of Sale dated 29.9.1990 entered into between Smt. Leena H. Panchamia (Owner) and Mr. Mahesh R. Panchal (Purchaser).
- 7) Copy of the Agreement dated 2.3.1991 cancelling and terminating the Agreement of Sale dated 29.9.1990.
- 8) Maintenance Receipt dated 1.7.1995
- 9) Electricity Bill dated \_\_\_\_\_

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### SCHEDULE IV

(Particulars of Shop No. 1)

Shop No. 1 admeasuring 425 sq.ft. on the ground floor of the building known as 'ABHISHEK' constructed on all that piece of land or ground admeasuring 597.50 sq.mts. or thereabout, being part of a high plot of land containing by admeasurement 2415 sq.yds. situate in the village of Vile Parle, Sub-Registration, Sub-District Bandra, District Bombay Suburban and which piece of land containing by admeasurement 597.50 sq.mts. is a portion of S.No.254, Plot No. 1 and bearing Entry No. 3445-C and bearing Final Plot No. 27 of Town Planning Scheme No. III, Vile Parle and CTS No. 1257/2 to 6 of Village Vile Parle Assessment Rs.32/- bearing 'K' Ward to 8737(2) and 8737 (1-2) Street Nos. 59-59A Vallabhjai Patel Road, Vile Parle (West), greater Bombay and formerly in the registration Sub-District Bandra, District Greater Bombay and now in the Registration District and Sub-District of Bombay City and Bombay Suburban.

### SCHEDULE V

(Particulars of Title Deed in respect of Shop No. 5 deposited by Shantaben L. Shah, Sonalben S. Shah and Smt. Gunvantiben N. Shah)

- 1) Copy of the Agreement for Sale dated 9.10.1989 entered into between Smt. Manjulaben G. Shah and Others (Vendors) and Mrs. Shantaben L. Shah & Others (Purchasers).
- 2) Original Lodgement Receipt No. P/10086/89 dated 9.10.1989 issued by the Sub-Registrar of Assurances, IV Bombay (Bandra).
- 3) No Objection Certificate issued by Parle Abhishek Co-op. Hsg. Soc. Ltd. dated 22.7.1995.
- 4) Share Certificate No. 2 bearing D.Nos. 6 to 10 dated 5.9.1994.
- 5) Maintenance Receipt dated 1.7.1995
- 6) Electricity Bill dated \_\_\_\_\_

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29 MAR 1997

दिनांक \_\_\_\_\_  
 सहायक निबंधक कार्यालय,  
 बांद्रा (पूर्व), T. BUTANI, Advocate,  
 दिनांक \_\_\_\_\_ 8-C/7, Nit: Society,  
 लक्ष्मी/श्रीमं Chembur, Bombay 74  
 पांसा न्यायालय मुद्रांक मंडाले.

*S. L. Shinde*  
 मुद्रांक विक्रेता  
 (सो. स्ने. ल. खेरावे)

: AFFIDAVIT :: FORM NO. I :

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AFFIDAVIT to be produced before the Registering Authority by the Lendholder/transferor for transfer of land with building within an Urban Agglomeration as defined under the Urban Land (Ceiling Regulation) Act, 1976.

1. I, MR. A. MOHANDAS and 2) MR. A. DEVDAS, of Mumbai, do hereby solemnly affirm & declare as under:-

1) That I am the Holder of piece or parcel of land or ground together with structure standing thereon, at Village: Mohili, Tal: Kurla, Sry. No. 63, H. No. 1 (part) and City Sry. No. 569, adm. about 2299 square yards equivalent to 1922.3 sq. meters,

which I am intending to transfer by way of Sale or otherwise to M/s.SUBH NEN PLY PRIVATE LIMITED.

NIL

ii) The land described above is authorisedly built-up. Out of the land referred to above the area Nil sq.meters has been authorisedly built up and area of Nil sq.meters is still open, but out of this area Nil sq.meters is required to be kept open according to building regulations/Development control rules of Mumbai Municipal Corporation/Municipality Planning Authority viz. Nil under the rules framed by the concerned Planning Authority.



iii) The land referred to above viz. Nil is not surplus vacant land as defined under the Provision of the Urban Land (Ceiling & Regulation) Act.

iv) I have filed statement as prescribed u/s.6(1) of the Urban Land (Ceiling & Regulation) Act with the Competent Authority and it has been given his file Nos. as Nil. The statement is yet to be decided has been decided with the result as follows:-

2. I understand that even if the document intending to transfer the property mentioned in item No.1(1) above is allowed to be registered, I or any member of my family, is not absolved of any liabilities in connection with this property under the U.L.( C & R) Act, and that such

NIL

transfer will be subject to all provisions of the U.L. ( C & R ) Act. I also understand that the said property inspite of its transfer as proposed in the aforesaid document, may be included in my holding/s of my family members, if so required by the provisions of U.L. ( C & R ) Act, as and when the Competent Authority decides the statement filed by the landholder u/s.6(1) of the Act, if any, or as and when the issue as to whether there is any surplus land with me or any of my family members is taken for Consideration.

Mumbai.

Dated:- 1/4/97;

1.

2.

Signature of Vendor.

( A.MOHANDAS) For self  
& on behalf of  
MR.A.DEVDAS.

: PART-II:

: AFFIDAVIT BY THE TRANSFEREE :

WE, M/s.SUBH NEN PLY PRIVATE LIMITED, of Mumbai, have proposed to obtain land with Str. as specified in item No.1(1) of the Affidavit filed by the Transferor.

Even after the proposed transfer of the land, the total extent of land/or land with building with dwelling unit thereon would be within the ceiling limit,

I own vacant land in excess of the Ceiling limit before and/or after the transfer of the lands and I shall file the statement under Sub-Section (1) of Section 6 or Section 15 (as the case may be) of the Act before the Competent Authority within the time prescribed.

NL

Solemnly affirmed at Mumbai )  
this 1st day of March, 1997.)

DEPONENT.

Signature of the Purchaser.

Explained & Identified by me; For M/s.SUBH NEN PLY PVT.LTD.

For Subhnen Ply Pvt. Ltd.

Neeshi L-shah

BEFORE ME: \_\_\_\_\_ Director



*A. N. Pande*  
A. N. PANDE  
B.A.L.L.B.  
ADVOCATE HIGH COURT  
Lawyers Chambers,  
Bhasker Building,  
Bandra Cross,  
Greater Mumbai.



ATTESTED BY ME

*Krishna S. Lambay*  
KRISHNA S. LAMBAY  
M. Com, LL.B.  
NOTARY  
GREATER BOMBAY

1 APR 1997

For SUBHNEN PLY PVT. LTD.  
*S.L. Shah*  
Director.

TRUE COPY



### SCHEDULE VI

(Particulars of Shop No. 5)

Shop No. 5 on the ground floor of the building known as 'ABHISHEK' constructed on all that piece of land or ground admeasuring 715 sq.yds equivalent of 597.50 sq.mts. or thereabouts, being part of a big plot of land containing by admeasurement of 2415 sq.yds. situate in the village of Vile Parle, Sub-Registration, Sub-District, Bandra, District Bombay Suburban and which piece of land containing by admeasurement 715 sq.yds. equivalent to 597.50 sq.mts. is a portion of S.No.254, Plot No. 1 and bearing Entry No. 3445-C and bearing Final Plot No. 27 of Town Planning Scheme No. III, Vile Parle and CTS No. 1257/2 to 6 of Village Vile Parle Assessment NOs. 59-59-A Vallabhbai Road, Vile Parle (W), Greater Bombay and formerly in the registration sub-District Bandra, District Greater Bombay and now in the Registration District and Sub-District of Bombay City and Bombay Suburban.

### SCHEDULE VII

(Particulars of Title Deed deposited by Shantilal L. Shah and Shri Lalji K. Shah in respect of the Shop No. 6)

- 1) Copy of the Agreement dated 4.2.1988 between M/s. Evershine Builders as Promoters and Trustees of Shah Dayabhai Ghelabhai Trust as First Confirming Party and Trustees and Shah Dayabhai Ghelabhai Trust as Second Confirming Party and Shantilal L. Shah and Lalji K. Shah as Purchasers.
- 2) Original Lodgement Receipt No.563/68 dated 11.2.1988 issued by the Sub-Registrar of Assurances IV, Bombay (Bandra).
- 3) No Objection Certificate issued by Parle Abhishek Co-op. Hsg. Soc. Ltd., dated 22.7.1995.
- 4) Share Certificate No. 31 bearing D.Nos. 161 to 165 dated 5.9.1994.
- 5) Maintenance Receipt dated 1.7.1995
- 6) Electricity Bill dated \_\_\_\_\_

### SCHEDULE VIII

(Particulars of Shop No. 6)

All that premises consisting of lying, being and situate at Shop bearing No. 6 admeasuring 36 sq.mtrs. or there about of carpet area on the ground floor of the building known as 'Abhishek' constructed on a portion of a land admeasuring 597.50 sq.mts. or thereabout having Survey No. 254 (Part), Plot No. 1 and bearing Entry No. 3445-C and being final Plot No. 27 of Town Planning Scheme III, Vile Parle, and CTS No. 1257/1 to 6 of Village Vile Parle bearing 'K' Ward 8737 (1) and 8737 (1-2) street Nos.59-59A and another piece or parcel of land bearing admeasurements 727 sq.mts. or thereabout and bearing Plot No. 24(A) of Town Planning Scheme No. III Vile Parle, under 'K' Ward No. 8733 (1) and Street No. 58 of Vallabhbai Road, both the said lands are now being amalgamated into a single piece of land, situated at the Village Vile Parle, Taluka Salsette, Tilla Thane, in the Registration District and Sub-District, Bombay City and Bombay Suburban.

ML  
S.L.S  
S.M.H.

ML  
S.L.S  
S.M.H.

211-211  
216-7

211 G  
211

- 1) Common Seal of M/s. Subhnen Ply Pvt. Ltd.,  
The First Mortgagor Company is affixed.

Pursuant to the Resolution passed by the  
Board of Directors in its meeting held on  
20.7.1995 in the presence of

- 1) Nenshi Ladhahbai Shah &
- 2) Subhash Laljibhai Shah,

Directors of the Company, who have signed  
these presents in the presence of

Witnesses

- 1) H.S. Adenwala
- 2) Tony - F. Lobo

H.S. Adenwala  
Tony - F. Lobo

Nenshi L. Shah  
S.L. Shah

- 2) Signed, Sealed and Delivered by

- 1) Mr. Nenshi L. Shah
- 2) Shantibhai L. Shah as Karta of  
Ladhahbai S. Shah (HUF)
- 3) Subhash L. Shah,

the withinnamed  
the Second Set of Mortgagors, in the presence  
of

Witnesses

- 1) H. S. Adenwala
- 2) Tony - F. Lobo

H.S. Adenwala  
Tony - F. Lobo

Nenshi L. Shah  
Shantibhai L. Shah  
S.L. Shah

- 3) Signed, Sealed and Delivered by the withinnamed  
the Third Set of Mortgagors

- 1) Smt. Shantaben L. Shah
- 2) Smt. Gunvantiben N. Shah and
- 3) Sonalben S. Shah

in the presence of

Witnesses

- 1) H. S. Adenwala
- 2) Tony - F. Lobo

H.S. Adenwala  
Tony - F. Lobo

Smt. Shantaben L. Shah  
Smt. Gunvantiben N. Shah  
Sonalben S. Shah

- 4) Signed, Sealed and Delivered by the withinnamed  
the Fourth Set of Mortgagors

- 1) Shantilal Ladhahbai Shah
- 2) Lalji Khirabhai Shah

in the presence of

Witnesses

- 1) H. S. Adenwala
- 2) Tony - F. Lobo

H.S. Adenwala  
Tony - F. Lobo

Shantilal Ladhahbai Shah  
Lalji Khirabhai Shah  
For SUBHNEN PLY PVT. LTD.  
S.L. Shah  
Director

TRUE COPY

From :-

1. Mr. A. MOHANDAS
2. Mr. A. DEVDAS,

Dated : 31st July 1995.

To,

Subhnen Ply. Pvt. Ltd.,

Re : property lying, being and situate at Village Mohile, Taluka : Kurla, bearing Survey No.63, Hissa No.1 (Part), City Survey No.569, and admeasuring about 2299 Square Yards or 1922.3 Square Metres.

- - - -

By an Indenture of Conveyance of even date therein referred to as 'the Vendors' of the One Part and yourself therein referred to as 'the Purchasers' of the Other Part, we have sold, conveyed and transferred and assured unto you the above property for the consideration mentioned therein.

We have received from you the entire consideration price in respect of the above property and now nothing is due and payable by you to us to-day we have put you into the vacant and peaceful possession of the above property.

Thanking you,

Yours faithfully,

1.

*Pravin and*

2.

*Juddhadas*

For SUBHNEN PLY PVT. LTD.  
*S.L. Shit*  
Director.

TRUE COPY

From :

1. Mr. A. MOHANDAS,
2. Mr. A. DEVIDAS,

Dated : 31st July 1995.

To,

City Survey Office,

Re : Property lying, being and situate at Village Mohile, Taluka : Kurla, bearing Survey No.63, Hissa No.1 (Part), City Survey No.569, and admeasuring about 2299 Square Yards or 1922.3 Square Metres.

-A-n-d-

Re : Assessed under Municipal Ward No. and No.

- - - - -

By an Indenture of Conveyance of even date made and entered into between ourselves therein referred to as 'the Vendors' of the One Part and one Subh Nen Ply Pvt. Ltd, therein referred to as 'the Purchaser' of the Other Part, we have sold, conveyed, transferred and assured unto the said Subh Nen Ply Pvt. Ltd, the above property. We enclose herewith true copy of the aforesaid Conveyance for your perusal and information.

Now we have to request you to transfer the above property in your record in the name of the said Subh Nen Ply Pvt. Ltd, having Registered Office at A-1302, Abhishek, Vallabhbai Patel Road, Vile Parle (West), Bombay - 400 056, and send your Bills in respect of the above property to them.

Thanking you,

Yours faithfully,

1. *Junjand*
2. *Subh Nen Ply Pvt. Ltd.*

c.c. to :-

Subh Nen Ply Pvt. Ltd.,  
For information and  
record.

TRUE COPY

SUBH NEN PLY PVT. LTD.

S.L. Shih

Director,

क्र. 3/9039/04

पावती क्र.

नोंदणी ३९ म.  
Regn. 39 m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक

दिनांक

३१/५/१५

दस्तावेजाचा प्रकार-

गणपति स्तूप - २० अक्षर

सादर करणाराचे नाव-

श्री. जेजुरी उदरेश

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ )

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा भाषणे (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ )

इतर फी (मागील पानाखरीत) बाय क्र.

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”  
”

₹ 50000/-

₹ 312/95

₹ 50000/-

₹ 49000/-

₹ 40000/-

₹ 5000/-

₹ 5000/-

₹ 49000/-

दस्तावेज

नक्कल

① ११५  
② ३५७

नोंदणीकृत बाकी पाठवली जाईल.

या कार्यालयात किंवा येईल.

सर सुभाष दि. १५/५/१५

दस्तावेज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत बाकी पाठवावा.

हवाली करावा.

सादरकर्ता

TRUE COPY

For SUBHNNEN PLY PVT. LTD.

S. L. Shuk

Director.

इतर फीची अनुसूची

1355.677

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणान.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. मुन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दुय्यम निबंधक.

दस्तऐवज परत केला.

2044124

General Stamp Office  
Bombay

PBIA017  
0040



MAHARASHTRA  
Rs. 1400.000  
SPECIAL ADHESIVE  
PBIA017

*Rs. (14,00,000/-)*  
*S. L. Shinde*  
Secretary

THIS INDENTURE made at Bombay this 3<sup>rd</sup> day  
of JULY One thousand Nine hundred and Ninety-five  
BETWEEN: (1) MR. A. MOHANDAS and (2) MR. A. DEVDAS,  
both of Bombay Indian Inhabitants, hereinafter referred  
to as "THE VENDORS" ( which expression shall, unless  
it be repugnant to the context or meaning thereof,  
mean and be deemed to include their respective heirs,  
executors and administrators) of the ONE PART; AND  
SUBH MEN PLY PRIVATE LIMITED, a private limited  
Company, incorporated and registered under the  
provisions of the Companies Act, 1950, and having  
its Registered Office at A-1302, ABHISHEK, Vallabhbai  
Road, Vile Parle (West), Bombay-400 050, hereinafter  
referred to as "THE PURCHASER" ( which expression  
shall, unless repugnant to the context or meaning  
thereof, mean and be deemed to include its successors  
and assigns) of the OTHER PART;

TRUE COPY

For SUBH MEN PLY PVT. LTD.  
*S. L. Shinde*  
Director.

*Mohandas*

*Devdas*

*Subh Men Ply*

*120*

WHEREAS:

(1) By an Indenture of Conveyance dated 5th February 1979 and registered with the Sub-Registrar of Assurances at Bombay, under Serial No. S/294/79 and made between Elias Clement D'Souza therein referred to as the Vendor of the One Part and the Vendors herein therein referred to as the Purchasers of the Other Part, the said Elias Clement D'Souza sold, conveyed, transferred and assured unto the Vendors herein, all that piece or parcel of land or ground together with structure standing thereon, situate, lying and being at Village Mohili, Taluka Kuria, in the Registration District and Sub-District of Bombay City and Bombay

110



Suburban and bearing Survey No. 63, Hissa No. 1 (part) and City Survey No. 509 and admeasuring about 2299 square yards equivalent to 1922.3 square metres (hereinafter referred to as "the said property") and more particularly described in the Schedule thereunder written and the Schedule hereunder written for the consideration therein mentioned;

- (ii) In the premises aforesaid, the Vendors are seized and possessed of or otherwise well and sufficiently entitled to the said property;
- (iii) The said property is consisting of four structures and the said structures are ~~20 years~~ old;
- (iv) By a Memorandum of Understanding dated 14th February 1995 made and entered into between the Vendors and the Purchaser, the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors the said property at or for the lump sum price of Rs. 1,40,00,000/- (Rupees One Crore and forty Lakhs only) free from all encumbrances on the terms and conditions therein contained;

wjand

- (v) On the execution of the said Memorandum of Understanding dated 14th February 1995 the Purchaser has paid to the Vendors a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as an earnest money or deposit;
- (vi) The Appropriate Authority under Section 269 U.L.(3) of the Income Tax Act, 1961, by its order bearing No. AA/19950/95-90 dated 12th May 1995 granted its No Objection and permission to the Vendors for sale and transfer of the said property to the Purchaser. A xerox copy of the said Order is hereto annexed and marked as Annexure "A";
- (vii) The Purchaser has paid to the Vendors on or before the execution of these presents a sum of Rs. 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only) being the balance of the consideration price and the Vendors have put the Purchaser into vacant and peaceful possession of the said property;
- (viii) Now the Purchaser has requested the Vendors to execute this Indenture of Conveyance in its favour which the Vendors have agreed in the manner hereinafter appearing;

Annexure "A".

*de*

*gan*

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) paid by the Purchaser to the Vendors on or before the 14th February 1995 as earnest money or deposit and a further sum of Rs. 1,30,00,000/- (Rupees One Crore and Thirty Lakhs only) being the balance of the consideration price paid by the Purchaser to the Vendors on or before the execution of these presents, making together a sum of Rs. 1,40,00,000/- (Rupees One crore and forty lakhs only) being the full consideration price ( the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of every part thereof acquit, release and discharge the Purchaser for ever) THEY the Vendors do and each of them doth hereby grant, convey, release and assure unto the Purchaser for ever all that piece or parcel of land or ground together with structures standing thereon situate, lying and being at Village Mohili, Taluka Kuria, Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No. 63, Hissa No. 1 (part) and City Survey No. 569 and admeasuring about 2299 square yards equivalent to 1922.3 square metres (hereinafter referred to as "the said property") and more particularly described in the Schedule hereunder written TOGETHER WITH all and singular the houses, outhouses, <sup>edifices</sup> buildings, courts, yards, areas, compound sewers, ditches, fences, trees, drains, ways, paths, passages, common gullies, wells, water, water-courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances

yards

whatsoever to the said property or any part thereof now or at any time hereto held, used, occupied or enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in equity of the Vendors in toout of or upon the said property or any part thereof TO HAVE AND TO HOLD ALL and SINGULAR the said property hereby granted, released, conveyed and/or intended to be expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the Purchaser forever SUBJECT to the payment of all rents, taxes, assessments, rates, now chargeable upon the same or hereafter become payable to the Municipal Corporation of Greater Bombay or Government of Maharashtra or any other Public Body or authority in respect thereof AND the Vendors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for them, made, done, committed or knowingly suffered to the contrary ~~THE~~ the Vendors now have themselves good right, full power and absolute authority to grant, convey, transfer and assure the said property hereby granted, conveyed, transferred and assured or intended so to be unto and to the use

de

of the Purchaser in the manner aforesaid AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold enter upon, occupy, possess and enjoy the said property hereby granted, conveyed, transferred and assured with their appurtenances and to receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or any of them or any person or persons lawfully or equitably claiming or to claim by from, under or in trust for the Vendors or any of them AND THAT freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendors well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendors or any other person or persons lawfully or equitably claiming or to claim by, from under or in trust for them or any of them AND FURTHER that the Vendors and all persons having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted, conveyed, transferred, assured or intended so to be unto or any part thereof, by, from, under or in trust for the Vendors or any of them shall and will from time to time and at all times hereafter at the request

and cost of the Purchaser do and execute and/or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting, conveying, transferring and assuring the said property and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser successor or successors, assigns or its counsel-in-law.

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

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground together with structures standing thereon, situate, lying and being at Village Mohili, Taluka Kuria, with the Registration District and Sub-District of Bombay City and Bombay Suburban bearing survey No. 63, Hissa No. 1 (part) and City survey No. 309, admeasuring about 2299 square yards equivalent to 1922.3 square metres and bounded as follows:-

On or towards the East by: Property bearing survey  
No. 36;

On or towards the West by: the Pipe Line;

On or towards the North by: Property bearing survey  
No. 35 and

On or towards the South by: the Plot bearing survey  
No. 63.

SIGNED SEALED AND DELIVERED )  
 by the withinnamed VENDORS )  
 (1) SHRI A. MOHANDAS and ) *Junjunandu*  
 (2) SHRI A. DEVDA, ) *For self and on*  
 in the presence of. *M. S. S. S.* ) *behalf of Mr A. Devdas.*

RECEIVED the day and year first herein )  
 above written of and from the within )  
 named Purchaser a sum of Rupees One )  
 Crore and Thirty Lakhs only on or )  
 before the execution of these presents )  
 together with the sum of Rupees Ten )  
 Lakhs only received on or about 14th )  
 February 1995 as earnest money or )  
 deposit, makes in the aggregate the )  
 sum of Rupees One Crore and Forty ) *Rs. 1,40,00,000/-*  
 Lakhs only being the full consideration )  
 money as withinmentioned to be by it )  
 paid to us. )

WITNESSES:

*S. L. S. S.*

For SUBHLEN PLY PVT. LTD.

*S. L. S. S.*

*Director.*

WE SAY RECEIVED.

*Junjunandu*

*For self and in behalf*  
*of Mr A. Devdas.*  
VENDORS.

TRUE COPY

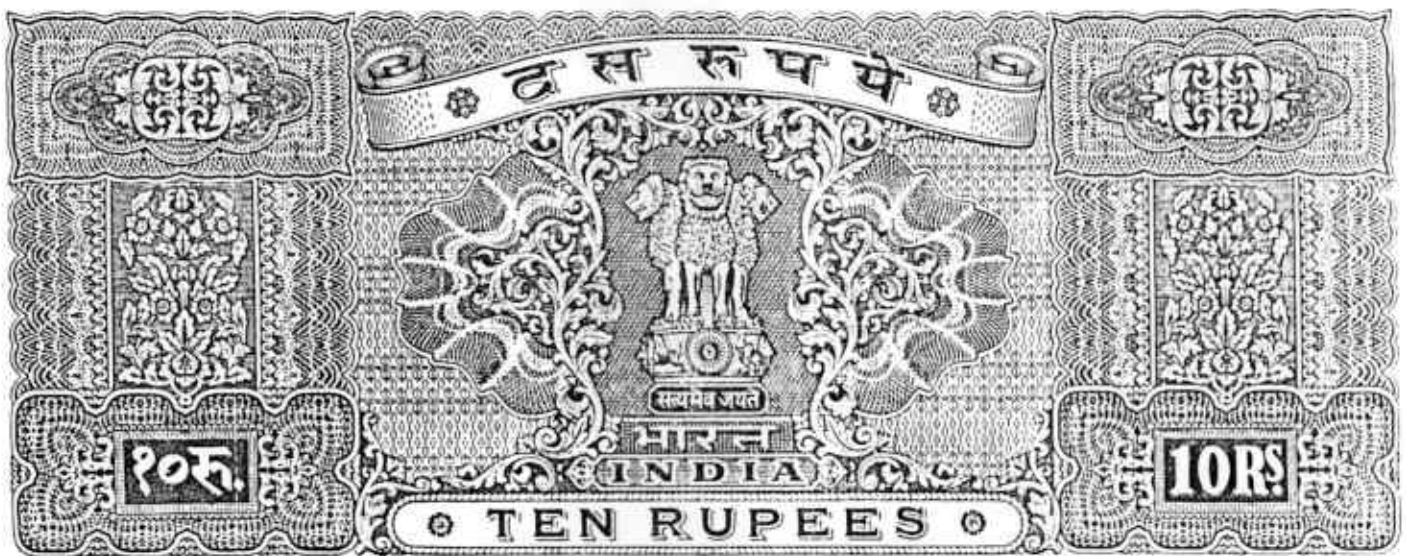
\*\*\*\*\*  
DATED THIS            DAY OF  
\*\*\*\*\*

MR. A. MOHANDAS & ANOTHER  
TO  
SUBH MEN PLY PRIVATE LIMITED

INDENTURE OF CONVEYANCE  
\*\*\*\*\*

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U.V.S  
Chief Ex





Shri Kiran Shind - Licence Vendor  
 Gala Complex, Opp. Maharaj Bldg., - 4 FEB 1995  
 S. V. Road, Malad (W), Bombay-64.  
 Sr. No. 334 Date \_\_\_\_\_  
 Sold Non-Judicial Stamp paper to SR. AJIT SINGH  
 Sr./Smt. A. MOHANDAS - WRITER  
 Court Lane S. V. 1,  
 Borivall (W), Bombay-92.

*Kiran*  
 Authorised Vendor

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made at Bombay this 14<sup>th</sup> day of February in the Christian Year One Thousand Nine Hundred and Ninety Five BETWEEN (1) SHRI A. MOHANDAS and (2) SHRI A. DEVDAS, both of Bombay, Indian Inhabitants, hereinafter referred to as "the VENDORS" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the ONE PART AND SUBH NEN PLY PRIVATE LIMITED, a Private Limited Company - incorporated and Registered under the Companies Act, 1956, having its Registered Office at - A-302 "ABHISHEK", Vallabhbhai Road, Vile Parle (West). Bombay - 400 056, (hereinafter referred to

TRUE COPY

as "the ....

For SUBHNEN PLY PVT. LTD.

S. L. Shinde

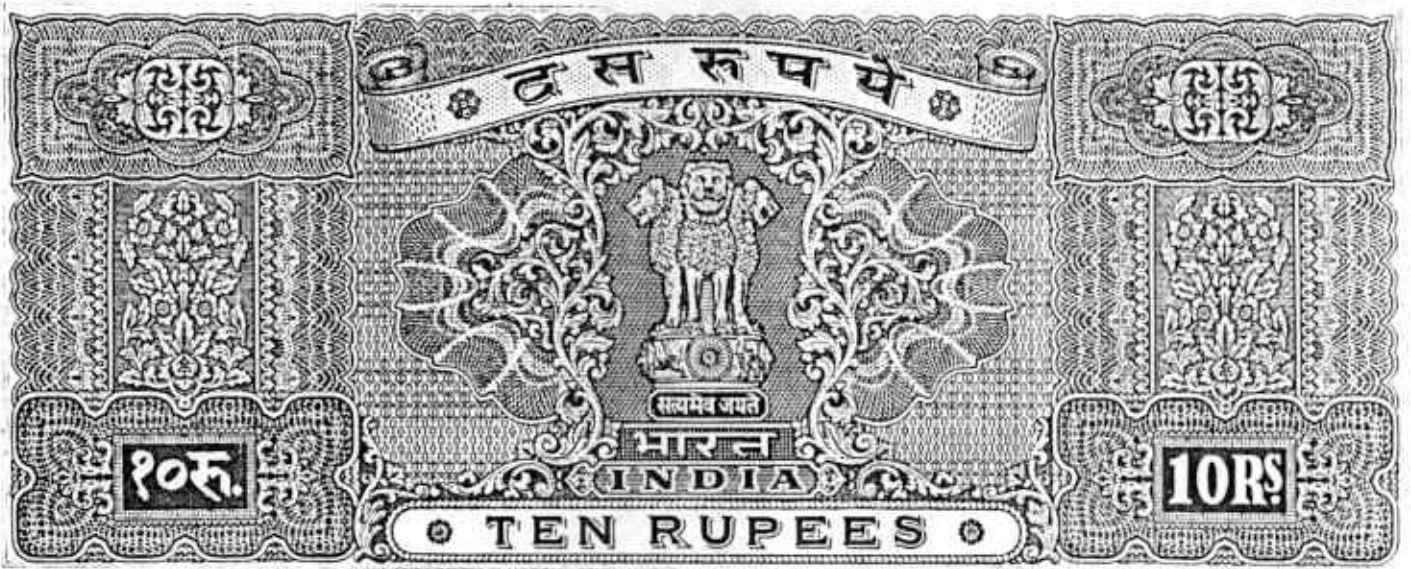
Director.

as "the PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors or successor and assigns of the OTHER PART ;

WHEREAS :

- (1) By an Indenture of Conveyance dated 5th February 1979, registered with the Sub-Registrar of Assurance at Bombay under Serial No.5294/79 and made between Elias Clement D'Souza therein referred to as "the Vendor" of the One Part and the Vendors - wherein - therein referred to as "the Purchasers" of the Other Part, the said Elias Clement D'Souza sold, - conveyed, transferred and assured unto the Vendors herein all that -

piece ....



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 शिवा ... ..

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 परमाणु ... ..

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piece or parcel of land or ground  
 together with structure standing  
 thereon, situate, lying and being at  
 Village Mohili, Taluka Kurla, Registra-  
 -tion District and Sub-District Bombay  
 City and Bombay Suburban and bearing  
 survey No.63, Hissa No.1 (Part) and  
 City Survey No.569 and admeasuring  
 about 2299 Square Yards equivalent to  
 1922.3 Square Metres - hereinafter  
 referred to as "the said property"  
 and more particularly described in  
 the Schedule thereunder and the -  
 schedule hereunder written, for the  
 consideration therein mentioned ;

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- (ii) In the premises aforesaid, the Vendors are seized and possessed of the said property ;
- (iii) Pursuant to the negotiations by and between the Vendors and the Purchaser, the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors the said property free from all encumbrances on the terms and conditions hereinafter recorded.

NOW THIS MEMORANDUM OF UNDERSTANDING  
WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN  
THE PARTIES HERETO as follows :-

1. The Vendors shall sell to the Purchaser and the Purchaser shall purchase and acquire from the Vendors all that piece or parcel of land or ground, situate, lying and being at Village Mohili, Taluka Kuria, Registration District and Sub-District Bombay City and Bombay Suburban and bearing survey No.63, Hissa No.1 (Part) and City Survey No.569 and admeasuring about 2299 Square Yards - equivalent to 1922.3 square Metres or thereabouts - hereinafter referred to as "the said property" and more particularly described in the Schedule hereunder - written, free from all encumbrances, at or for the price of Rs.1,40,00,000/- (Rupees One Crore Forty Lacs only) paid and payable by the Purchaser to the Vendors as follows :-

- (a) A sum of Rs.10,00,000/- (Rupees Ten Lacs only) paid on or before the execution hereof as earnest money or deposit - the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge ;
- (b) A sum of Rs.1,30,00,000/- (Rupees One Crore Thirty Lacs only) shall be paid on completion ~~of the property~~ and on execution of Conveyance as hereinafter provided.

2. The sale shall be completed within one month from obtaining No Objection and Permission from the Appropriate Authority under Chapter XXC of the Income Tax Act, 1961, as hereinafter provided.

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3. The tenure of the said land is free hold and the area of the said land is 2299 Square Yards equivalent to 1922.3 Square Metres.

4. The Vendors and the Purchaser shall file Form 37-I as required under Section 269 UC of the Income Tax Act, 1961, with the Appropriate Authority and the sale of the said property is subject to No Objection and Permission granted by the Appropriate Authority.

5. The Vendors have represented to the Purchaser as follows :-

- (a) They are the absolute owners of the said property ;
- (b) The title of the said property is marketable, free from encumbrances and beyond reasonable doubts ;
- (c) The said property is not subject matter of any pending litigation, or attachment before or after Judgement ;
- (d) No litigation is pending with regard to the said property or any part thereof ;
- (e) No Notice is served on the Vendors in respect of the said property, including

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by way of acquisition, requisition, or otherwise, by any statutory authority or local body under any Act, enactment, statute, ordinance or Notification ;

(f) The Vendors are in exclusive use, occupation and possession and enjoyment of the said property ;

(g) The said property is the Vendors' self acquired property and none else has any right, title or interest or claim of any nature whatsoever in the said property or any part thereof ;

(h) The Vendors have paid all the Municipal Taxes, dues, duties and outgoings in respect of the said property ;

(i) The said property or any part thereof is not under requisition or reservation by any statutory body or authority for any public purposes ;

(j) The Vendors have not entered into any Agreement for sale or agreed to create tenancy of the said property or any part thereof or structure/s thereon and have not created any charge or encumbrance whatsoever and have not received any

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consideration price from any third party and has not parted with possession of the said property to any third party. ;

- (k) The Vendors are not prevented under any legislation or by reason of any agreement to enter into this Agreement with the - Purchasers.

The Vendors are aware that on the faith and footing of their aforesaid representations, the purchaser has agreed to enter into this Agreement and paid token money and agreed to pay the balance amount as provided herein. The Vendors shall keep indemnified the purchaser and/or its nominee/s from and against any actions, suits, demands, proceedings, losses, damages, costs, charges and expenses that the Purchaser shall suffer, incur or sustain by - reason of their acting on the aforesaid representations.

6. The Vendors hereby authorise the Purchasers to investigate the title to the said property through their solicitors inter alia by inserting - public notices in news papers.

7. The Vendors shall execute Power of - Attorney in favour of the Purchaser Director and/or its nominees in order to enable the Purchaser to develop the said property and do all necessary acts,



deeds, and things in that behalf.

8. The Vendors shall execute necessary Convey-  
-ance in favour of the Purchaser and/or its nomi-  
-nee/s.

9. The Vendors shall put the Purchaser into  
vacant and peaceful possession of the said property.

10. The Vendors shall produce their Income  
Tax Clearance Certificate under section 230-A of  
the Income Tax Act before completion.

11. All out of pocket expenses including  
Stamp Duty and Registration Charges shall be borne  
and paid by the Purchaser alone.

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

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground  
together with structure standing thereon, situate,  
lying and being at Village Mohili, Taluka Kurla,  
within the Registration sub-District and District  
Bombay City and Bombay Suburban - bearing survey  
No.63, Hissa No.1 (Part) and City survey No.569,

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admeasuring about 2299 Square Yards equivalent to 1922.3 Square Metres or thereabouts and bounded as follows :-

On or towards EAST by : property bearing survey No.36 ;

On or towards WEST by : ~~property bearing survey~~ the Pipe Line ;

On or towards the NORTH by : property bearing survey No.35, and

On or towards the SOUTH by : the Plot bearing Survey No.63.

SIGNED, SEALED AND DELIVERED )

by the withinnamed Vendors )

(1) SHRI A. MOHANDAS and )

(2) SHRI A. DEVDAS, in the )

presence of. *[Signature]* )

*Arunjandu*  
For self and on behalf  
of A. Devdas.

SIGNED, SEALED AND DELIVERED )

by the withinnamed Purchaser )

SUBH NEN PLY PRIVATE LIMITED, )

by the hand of its Director )

Shri NENSI L. SHAH, in the )

presence of. *[Signature]* )

For SUBH NEN PLY LTD.  
Nenshi L-shah  
Director.

*du*  
*NL*

RECEIVED on the execution of )  
these presents, of and from the )  
withinnamed Purchasers, the sum )  
of Rs.10,00,000/- (Rupees Ten Lac )  
only), being the amount of earnest )  
money or deposit, as within men- )  
-tioned, to be by it paid to us. ) .. Rs.10,00,000/-

WE SAY RECEIVED,

1. *Quarante*  
For self and on behalf  
of A. Devdas
- 2.

(Vendors)

WITNESSES :

1. *Boo* 
2. *Megha Gore*

For SUBHNEN PLY PVT. LTD.

*S.L. Shih*

*Director.*

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For SUBHLEN PLY PVT. LTD.

S. L. Shukla

Director.

*JS*  
THIS INDENTURE made and entered into at  
Bombay this 5<sup>th</sup> day of February, 1979 BETWEEN  
ELIAS CLEMENT D'SOUZA of Bombay, Indian Inhabitant  
hereinafter called "The Vendor" (which expression  
shall unless repugnant to the context or meaning  
thereof mean and include his heirs, executors,  
administrators and assigns) of the One Part A N D  
A. MOHANDAS and A. DEVDAS also of Bombay Indian  
Inhabitant, hereinafter called "the Purchasers"  
(which expression shall unless repugnant to the  
context or meaning thereof mean and include their  
heirs, executors, administrators and assigns) of  
the Other Part;

WHEREAS the Vendor is absolutely seized  
and possessed of or otherwise well and sufficiently  
entitled to the Plot of land bearing Survey No. 63,

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*Amf*

*JS*

Hissa No.1)Part) bearing C.T.S.No.569 with ~~the~~ the structure standing thereon, situate at Mohilli Village, Kurla, more particularly described in the Schedule hereunder written and intended to be hereby granted and sold AND WHEREAS the Vendor has agreed with the Purchaser for the absolute sale to him of the said land hereditaments and premises in fee simple and the inheritance thereof in possession free from all encumbrances at or for the price of Rs.48279/- (Rupees fortyeight two hundred seventy nine only).

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs.48279/- paid by the Purchasers to the Vendor on or before the execution of these presents ( the payment and receipt whereof the Vendor doth hereby admit acknowledge and of and from the same and discharge the Purchaser) HE the Vendor doth hereby grant sell assign release convey and assure unto the Purchasers for ever ALL THAT the said piece of land or ground with the messuage hereditaments and premises situate at Mohilli Village, Kurla, in the Registration District and Sub-District of Bombay City and Bombay Suburban and more particularly described in the Schedule hereunder written and delineated on the Plan thereof hereto annexed and thereon surrounded by a red colour boundary line (all which said land hereditaments and premises are hereinafter for brevity's sake referred to as "the said premises") TOGETHER WITH all and singular houses,

outhouses, edifices, buildings, courts, yards, areas, compounds, sewere, ditches, fences, trees, drains, ways paths, passages, common gullies, wells, water, water courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said premises or any part thereof now or at any time hereafter usually held used occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto and also TOGETHER WITH all the deeds, documents, writings, vouchers, and other evidences of title relating to the said piece or parcel of land or ground hereditaments and premises or any part thereof and all the estate right title interest use inheritance property possession benefit claim and demand whatsoever at Law and in equity of the Vendor into out of or upon the said premises or any part thereof TO HAVE AND TO HOLD ALL AND SINGULAR the said premises hereby granted released conveyed and assured and intended or expressed so to be with their and every of their rights members and appurtenances unto and to the use of the Purchasers with a right to access to the said premises through the Vendor's other land by a roads as shown in the Plan hereto annexed for ever subject to the payment of all rents rats taxes assessments dues and duties now chargeable upon the same or hereafter or become payable to the Govt. of Maharashtra of the Municipal Corporation of Bombay or any other public body in respect thereof and the Vendor doth hereby for himself his heirs executors and administrators covenant with the Purchasers that notwithstanding any act deed matter or,

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thing whatever by the Vendor or by any person or persons lawfully or equitably claiming by from through under or in trust for him made done committed omitted or knowingly or willingly suffered to the contrary HE the Vendor now hath in himself good right full power and absolute authority to grant release convey and assure the said premises hereby granted released conveyed or assured or intended so to be unto and to the use of the Purchasers in manner aforesaid and that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold enter upon have occupy possess and enjoy the said premises hereby granted with their appurtenances and receive the rents issues and profits thereof and of every part thereof to and for his own use and benefit without any suit lawful eviction interruption claim and demand whatsoever from or by the Vendor or his heirs or any of them or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for him or any of them A N D that free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified or from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Vendor or by any persons lawfully or equitably claiming or to claim from under or in trust for him or any of them A N D further that he the Vendor and all persons having or lawfully or equitably claiming any estate right title



interest at law or in equity in the said premises hereby granted or any part thereof by from under or in trust for him the Vendor his heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and lawful and reasonable acts deeds things matters conveyances and assurances in the law whatsoever for the better further and lawful and reasonable acts deeds things matters conveyance and assurances in the Law whatsoever for the better further and more perfectly and absolutely granting and assuring the said premises and every part thereof hereby granted unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required by the Purchaser his heir executers administrators or assigns or his or their counsel-in-law.

IN WITNESS WHEREOF the Vendor hath hereunto set and subscribed his hand the day and year first hereinabove written.

SCHEDULE ABOVE REFERRED TO :

Plot of land bearing Survey No,63, Hissa No.1 (Part) CTS No.569 admeasuring 2299 Sq.Yds i.e. 1922.3 Sq.meters situate at Mohili Village, Kurla, in the registration sub-district and District of Bombay City and Bombay Suburban and bounded as follows that is to say on or towards the East by the property bearing Survey No.36 on or towards the West by the Pipe Line on or towards the South by the Plot bearing Survey

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*[Handwritten signature]*

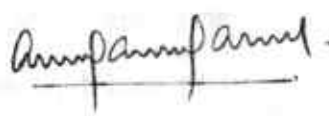
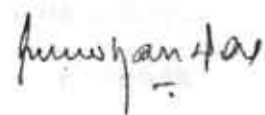
No.63, Hissa No.5.6 and 2 on or towards the North  
by the property bearing Survey No.35.

SIGNED SEALED AND DELIVERED )  
by the withinnamed Elias )  
Clement D'Souza, Vendor, in )  
the presence of . . . . . )



Dias

SIGNED SEALED AND DELIVERED )  
by the withinnamed A, Mohan Das & )  
A. Devdas, the Purchasers, in the )  
presence of . . . . . )



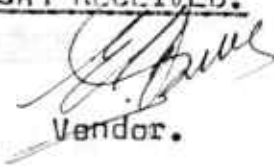
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RECEIVED the day and year first hereinabove )  
written of and from the said Purchasers the )  
sum of Rs.48279/- (Rupees Forty eight thousand )  
two hundred and Seventy nine only) being )  
the full consideration money abovementioned )  
to by him paid to me by a demand draft. )Rs.48279/-

WITNESS:



I SAY RECEIVED.

  
Vendor.

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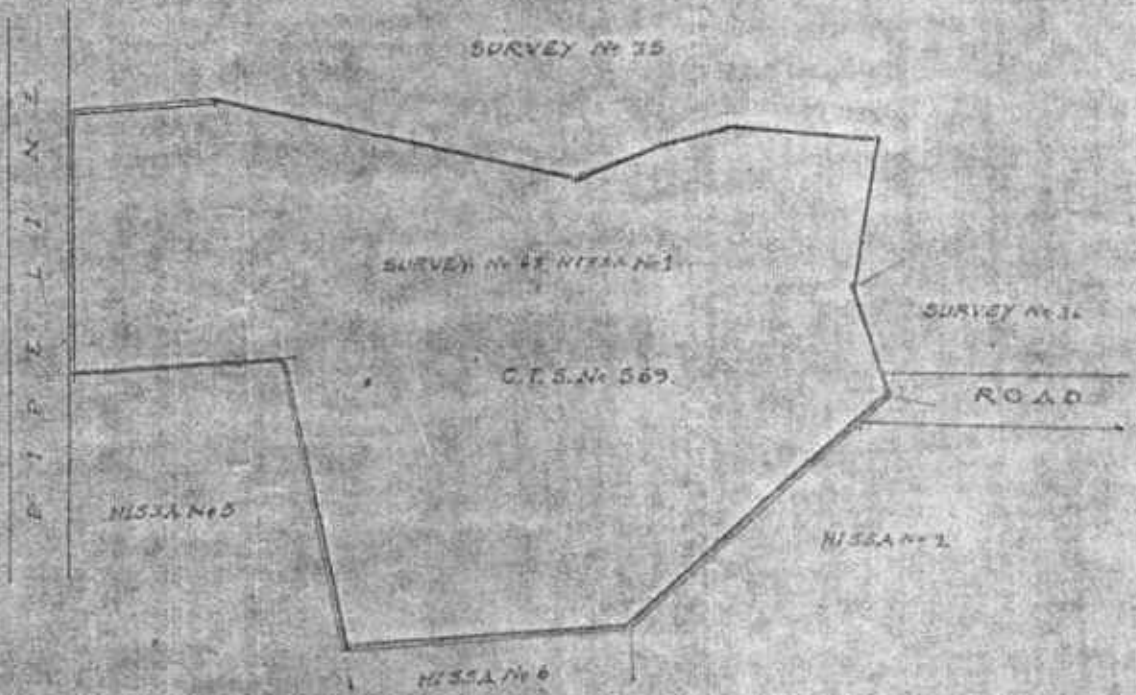
For SUBHNEN PLY PVT. LTD.

S. C. Shukla  
Director.

PLAN OF THE PROPERTY AT MOHILI TALUKA KURLA IN B.S.D.  
BEARING SURVEY No 63 HISSA No 1 C.T.S. No 569 BOUNDARY COLOURED RED.  
CONTAINING AREA (1922.3) 58. METRES (2295.0) SQ. YDS

SCALE - 1 CM. TO 5 METRES.

NORTH.



*[Signature]*  
OWNER -

*[Signature]*  
PURCHASER -

S.V. Kharate  
(S.V. KHARATE)  
GOVT. RETD. SURVEYOR.

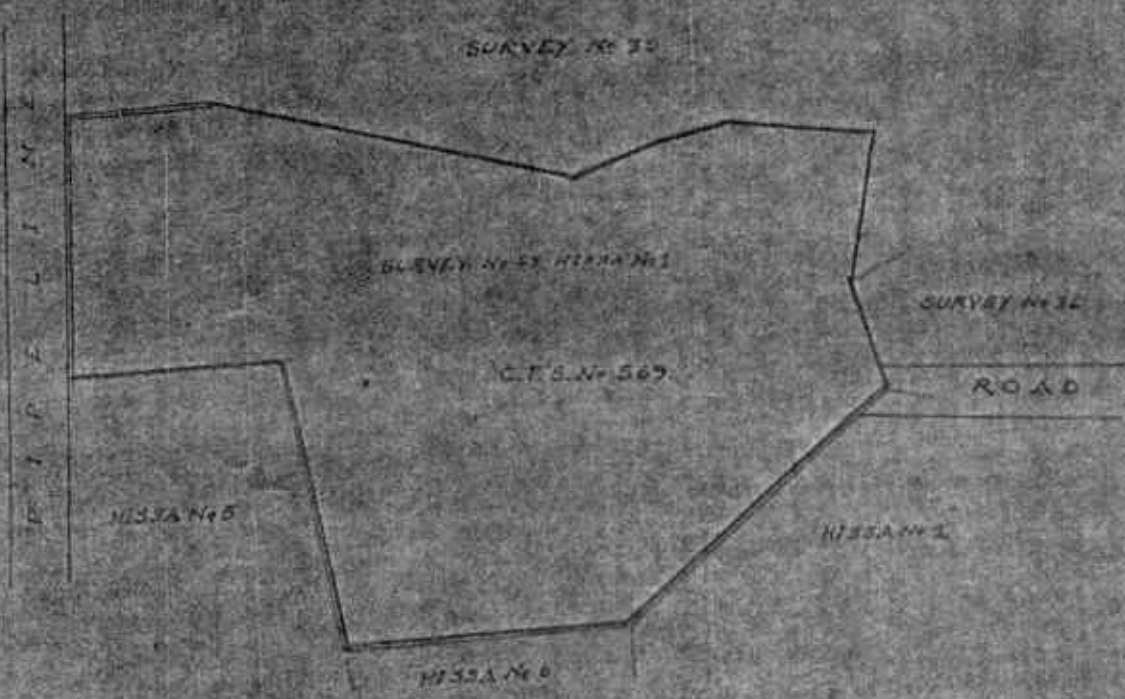
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For SURBHEN PLY PVT. LTD.  
S.L. Shil  
Director.

PLAN OF THE PROPERTY AT MOHILI TALUKA KURLA IN B.S.D.  
BEARING SURVEY No 55 HISSA No 1 C.T.S. No 569 BOUNDARY COLOURED RED.  
CONTAINING AREA (1922-3) 50 METRES. (2292.5) SQ. YDS

SCALE - 1 C.M. TO 5 METRES

NORTH



*[Signature]*  
OWNER -

*[Signature]*  
PURCHASER -

S.Y. Khanate  
(B.Y. KHARATE)  
GOVT. RETD. SURVEYOR

BOMBAY, THIS 5<sup>th</sup> DAY OF FEBRUARY, 79

Elias Clement D'Souza.

and

A. Mohandas And Anr.

DEED OF CONVEANCE.

Shri K. S. Jagnag,  
Advocate High Court,  
127, Satang Street,  
Bombay-400 003.

From : A. DEVDAS

Dated : 17th August 1995.

To,  
Subh Men Ply Pvt. Ltd.,

Dear Sirs,

Re : Property bearing Survey No.63  
Hissa No.1 (Part), City Survey  
No.569, admeasuring about 2299  
Square Yards or 1922.3 Square  
Metres, situate, lying and being  
at Village Mohile, Taluka Kurla,  
Bombay.

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I along with my brother were seized and possessed of the above property.

By Memorandum of Understanding dated 14th February 1995, made and entered into between myself and my brother of the One Part and yourself of the Other Part, we have agreed to sell the above property to you at or for the lump-sum price of Rs.1,40,00,000/- and on the terms and conditions therein contained.

As I was at my native place in Kerala, I have executed Power of Attorney dated 2nd May 1994 in favour of my brother, the said A. Mohandas, in respect of the above property.

By an Indenture of Conveyance dated 31st July 1995, myself and my brother have sold, conveyed, transferred and assured unto you the

above ....

above property, pursuant to the aforesaid Memo-  
-randum of Understanding dated 14th February 1995.  
The said Conveyance was executed by my brother  
for myself and on my behalf as my Constituted -  
Attorney and you have paid to us the balance of  
the consideration payable by you to us and we have  
put you into vacant possession of the above pro-  
-perty.

I hereby confirm the aforesaid Conveyance  
executed in your favour by my brother the said Mr.  
A. Mohandas and also confirm having received the  
entire consideration price from you in respect of  
the above property.

I confirm that the aforesaid Power of  
of Attorney dated 2nd May 1995 executed by me in  
favour of my brother the said Mr. A. Mohandas, is  
valid, subsisting and is in full force and I have  
never revoked the said Power of Attorney, which  
please note.

I will sign and execute all the nece-  
-ssary documents and writings as may be required  
by you to vest the above property in your name.

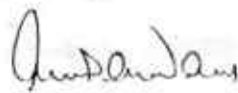
Thanking you,

Yours faithfully,

For SUBHNEN PLY PVT. LTD.

S. L. Shih

Director.



(A. DEVDAS)

TRUE COPY