LD-FH-IND-CS-FH-MUM2 POWAI LAND (W) - 24.26 ACRES 1.SALE DEED

affin = 8.48,52,00,000/ Plot Area = 98185. 1059. mis.

: u/s. 32(1) (b) of the Bembey 819/12 Apt. 1958.

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with which this instrument is chargeable and been paid vide article No. 2.5(b.)

of schodule. This certificate is subject to the provisions of section 53-A of Bombay Stamp Act, 1958.

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SALE DEED

THIS INDENTURE is made at Mumbai this 7 of NEV 20.9, (1)

2009 BETWEEN (1) PRASHANT GOPAL SHARMA (2) SMT 7 1109 2009 BETWEEN (1) PRASHANT GOPAL SHARMA, (2) SMT. SUNITA DEVI SHARMA, (3) SHRI DIKSHANT GOPAL SHARMA, all residing at Sharma Bungalow, Near Swaminarayan Temple, Hiranandani Gardens, Powai, Mumbai - 400 076 and (4) SANGEETA SUBODH SHARMA residing at Priyanka 28, Friends Co-operative Housing Society, 5th Floor, NS Road No. 6, JVPD Scheme, Mumbai - 400 076, hereinafter collectively and severally referred to as the "Vendors" (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include their representatives heirs, executors, administrators and assignes);

LARSEN & TOUBRO LIMITED, an existing Company under the Companies Act, 1956 having its Registered Office at L&T House, Ballard Estate, Mumbai – 400 001, hereinafter referred to as the "Purchasers" (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include its successors and lawful assigns)

A. By a Registered Indenture dated 21st October, 1948 (1) Sir Mohamud

PL

WHEREAS:

Yusuf Kt (2) Lady Khatun Marium Mohamud Yusuf (3) Abdul Rehman Mohamud Yusuf (4) Shair Banu Mohamed Agboatwalla (5) Rabia Banu Mohamed and (6) Sha Banu Siddick all Sunni Hanafi Muslims as the Trustees of four Deeds of Wakf viz. (1) Yusuf Mohammed Khoth Trust, (2) Shairbanu Trust (3) Rabiabanu Trust & (4) Shabanu Trust, collectively referred to as the standards as the party of the First Part therein and (1) Sir Marmura Shair Banu Mohamed Agboatwalla (3) Rabia Bant Mohamed Banu Siddick in their respective personal capacity as the many Second Part therein, demised unto and in favour of (1) Chandrabhan Bhuramal Sharma (2) Chhedilal Bhikhiram Gupta, and (3) Shrilal Maganlal Bhat as the "Tenants" as party of the Third Part therein all those pieces and parcels of developed and undeveloped agricultural land or ground situated in the Villages Powai, Tungwa, Passpoli, Saki and Kopri (Powai Estate) in the Bombay Suburban District in the Registration Sub-District of Bandra District Bombay Suburban admeasuring 376 Acres approximately together with all rights, title, interest, benefits, privileges, easements incidental and/or ancillary, accrued and/or to be accrued thereon. This Indenture is registered with

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Sub Registrar of Assurances at Mumbai at Sr. No. BOM/4425/1948

on 27th October, 1948.

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B. The Vendors have represented to the Purchase Charley and und

Deed of Partnership dated 17th August, 1948 made between (1) Chandrabhan Bhuramal Sharma, (2) Chhedilal Bhikhiram Gupta, and

(3) Shrilal Maganlal Bhat & (4) Manubhai Tolashankar Pandia, the Partners of "M/s. Gopal Housing and Plantation Society", (the said Partnership Firm) confirmed that the Lease of land admeasuring 376

Acres approx., under the Indenture dated 21st October, 1948 was taken for and on behalf of the Partnership Firm.

made between (1) Chandrabhan Bhuramal Sharma (1949)

Bhikhiram Gupta, and (3) Shrilal Maganial Bhars, the part (therein called the "Sub-Lessees") and the Purchasers herein registered and undeveloped agricultural land or ground situated in the Village of Passpoli in Powai Estate in the Thana District in the Registration District Thana and in the Registration sub district Thana admeasuring 23 Acres and 39 Gunthas equivalent to 97020 sq. mtrs approximately were sub-leased to and in favour of the Purchasers herein for a term of 98 years commencing from 1st November, 1948 at an yearly rent of Rs. 8631 per annum and on the terms, covenants and conditions therein contained. This Indenture is registered with Sub Registrar of Assurances at Mumbai at Sr. No. BOM/1260/1949 on 17th March, 1949.

Control of Alilon

D. The Vendors have represented to the Purchasers that on or about 24th

April, 1950 Shrilal Maganlal Bhatt, one of the Partner of the said Partnership Firm died intestate leaving behind him as his only legal heirs and next of kin his widow, Gajraben and his four sons Kishor, Ashok, Vinod and Vikram. Further, the Partnership was not dissolved

but the same was continued by the surviving partners of the said

arinership Firm.

The Vendors have represented to the Purchasers that on 15th August, 1951, the said Partnership Firm was dissolved and all the Partners agreed that Chandrabhan Bhuramal Sharma shall business and all the assets thereof including the dentised land scited under the Indenture dated 21st October, 1948.

F. By a Registered Deed of Conveyance dated 30th March 1964, Abdul Rehman Mohamed Yusuf, Shairbanu Mohamed Agboatwala, Rabiabanu Mohamed Mitha and Shabanu Siddick Suleman as "First Vendors," Abdul Rehman Mohamed Yusuf, Rabiabanu Mohamed Mitha, Shabanu Siddick Suleman as "Second Vendors," Abdul Rehman Mohamed Yusuf, Shairbanu Mohamed Agboatwala and Shabanu Siddick Suleman, as the "Third Vendors" and Abdul Rehman Mohamed Yusuf, Shairbanu Mohamed Agboatwala and Rabiabanu Mohamed Yusuf, Shairbanu Mohamed Agboatwala and Rabiabanu Mohamed Mitha as "Fourth Vendors" soid and conveyed certain land in the Powai estate to Chandrabhan Bhuramal Sharma as the Purchaser. In the said Indenture, at the request of the Purchaser, the First Vendor, Second Vendor, Third Vendor and the Fourth

therein called as the "Sub-Purchaser", all their reversionary rights, title and interest in respect of the demised land admeasuring Acres.

39 Gunthas situated at Village Passpoli, given on sub-lease to the Purchasers herein. By the same Indenture Chandrabhan Bhuramal Sharma the original tenant — sub lessor of the Purchasers herein also released and surrendered unto the said Gopal Chandrabhan Sharma the residual interest under the Indenture of Lease dated 21st October, 1948. Since then the Purchasers herein — sub lessee of the demised land admeasuring 23 Acres, 39 Gunthas situated at Village Passpoli, became the direct lessee of the said Gopal Chandrabhan Sharma. This Indenture is registered with Sub Registrar of Assurances at Marchail at Sr. No. BND/982/1964 on 13th April, 1964.

G. By a Registered Indenture dated 9th July, 1966 executed between Gopal Chandrabhan Sharma, the Lessor on One Part, Ghandrabhan Bhuramal Sharma on Second Part and the Purchasers herein as the Lessee therein on the Third Part, the parties confirmed that advance deposit of Rs 17,000/- paid by the Lessee under the Indenture of Sub Lease dated 19th February, 1949 therein to Chandrabhan Bhuramal Sharma was confirmed to have been received by the said Gopal C. Sharma. This Indenture is registered with Sub Registrar of Assurance at Mumbai at Sr. No. BOM-R/2496/1965 dated 19th January, 1966.

H. It appears that fresh survey was conducted of various lands in Powai Estate and measurements were taken of the land in the possession of the respective occupants. Upon the fresh survey, the area of demised R Alulat land admeasuring 23 Acres, 39 Gunthas situated at Village Passpoll, in the possession of Purchasers herein and the sub found to have increased to 24 Acres 26 Gunthas equivalent to Property Register 98,185.10 sq. mtrs. approximately for which card was opened. Consequently, the purchasers herein are in the occupation and possession of the land admeasuring 24 Acres 26 unthas equivalent to 98,185.10 sq. mtrs. approximately bearing CTS nos. 87, 87/1 to 87/19 with buildings constructed thereon by the Purchasers at their own cost, together with all rights, title, interest, benefits, privileges, easements incidental and/or ancillary, accrued and/or to be accrued thereon, including the reversionary rights situated in the Village Passpoli in the Bombay Suburban District in the Registration Sub-District of Bandra District Bombay Suburban as more particularly described in the Schedule hereunder therein referred to as the "said Property") and delineated colour annexed and marked as Annexure 'A' here

- I. Pursuant to the death of Mr. Gopal Chandrabhan Sharma, the Lessor of the Purchasers herein, the Vendors herein represented to the Purchasers that they are the only legal heirs of the deceased and consequently entitled to all the rights, title and interest otherwise made available with the Lessor subject however to the leasehold rights created in favour of Purchasers herein in respect of the said Property.
 - J. By a Memorandum of Understanding dated 21st August, 2009 entered into between the Vendors and the Purchasers, the Vendors agreed to sell and the Purchasers agreed to purchase the said Property on terms

and conditions and for valuable consideration, the said reparty which is already in the physical possession, occupation and enjoyment of the Purchasers herein, free from all encumprances, charges, claims, disputes, mortgages, liens or any claim from any other person whatsoever.

Subsequent to the execution of the Memorandum of Understanding dated 21st August, 2009 the parties herein executed a Supplementary Memorandum of Understanding dated 5th October, 2009 providing for retaining the part consideration with the Purchasers, payable at the consummation of the transaction along with balance consideration.

- on 28th August, 2009 inviting claims from the public in results of the newspapers and Property. Mr. Faruq Abdul Rahman Yusuf had raised an objection to the transaction in respect of the said Property but the same has been dealt with by the Vendors herein, vide their letter dated 14th September, 2009.
 - M. The Vendors agree, declare, represent, confirm and covenant as under:—
 - a) The execution, delivery and performance by the Vendors to these presents, is not in violation of any provision of law or order of any court or Government/ semi Government;
 - b) There are no actions, suits, proceedings, or investigations in law or in equity or by or before any court, Government, administrative agency

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or arbitrator of any nature whatsoever pending or threatened against the Vendors that might affect the consummation of the transaction contemplated by this. Indenture or affecting the transaction as contemplated herein and there are no proceedings instituted by or gainst the Vendors in respect of the said Property for any claim, demand, specific rights, easement rights or attachment of the said Property save and except the following Court proceedings pending in the Small Causes Court at Bombay which has also been agreed to be withdrawn by the Vendors, no lis pendens is registered in respect of the said Property;

Appeal No.618 of 2007

In

Miscellaneous Notice No.119 of 2006

In

RAD Suit No.822/97 of 1993.

T.E & R Suit No.14/19 of 2009, (hereinæster referred to as "the said Court Proceedings")

either lost or the same are misplaced by the Vendors and the same cannot be located even after due and diligent search. The Vendors have not submitted any of the original documents of title to any person, authority, bank or any statutory body or otherwise for the purpose of creating security by way of charge, mortgage, lien or any third party rights, title or interest of any nature whatsoever and

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undertake to the Purchasers that the same shall be hadded over to the Purchasers if and when they are made available or traceaby them.

- d) No sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever in the said.

 Property has been created and the same is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority;
- e) No agreement, arrangement, Undertaking, Declaration, Conveyance,
 Mortgage, Security oral or written with regard to the transfer and sale
 of the said Property has been entered into;
- by the Government Central or State or by the Municipal Corporation or any other local or public body or authority in respect of the said Property have been issued or served upon or received by the Vendors, and/or any person on their behalf.
- g) No claims, encumbrances or objections of any nature whatsoever from the predecessors in title of the Vendors survive in respect of the said.
- h) The Vendors have furnished the Title Certificate of their lawyers on 11th September, 2009 and followed by clarification vide letter dated 14th September, 2009.

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i) The Vendors have represented to the Purchasers that all the obligations agreed under the Memorarding SFI inderstanding dated 21st August, 2009 have been fully complied with by the Vendors.

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The parties now intend to reduce the terms of the present Indenture into writing as under:

NOW THIS INDENTURE WITNESSETH that pursuant to the Memorandum of Understanding dated 21st August, 2009 and the Supplementary Memorandum of Understanding dated 5th October, 2009 and in consideration of the sum of Rs. 2,00,00,000/- (Rupees Two Crores) paid on 21st August Earnest Money on execution of the said Understanding as herein above recited and Rs. (Rupees Forty Six Crores Fifty Two Lands) Purchasers to the Vendors at the time of execution of presents making in the aggregate sum of Rs.48,52,00,000/ (Rupees Forty Eight Crores Fifty Two Lakhs) as consideration (the receipt whereof the Vendors doth hereby jointly and severally admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the Purchasers) the Vendors doth hereby grant, sell, convey, transfer and assure UNTO the Purchasers forever and absolutely the said Property being ALL THOSE PIECES AND PARCELS of developed and undeveloped land or ground admeasuring 24.26 Acres (approximately) equivalent to 98185.10 sq. mtrs. bearing CTS No. 87, 87/1 to 87/19, structures constructed thereon by the Purchasers together with all right

title, interest, benefits, privileges, essaments incidental and/o ancillary, accrued or to be accrued thereon, including the reversionary rights situated in the village of Passpoli in Powai Estate in Bombay Suburban District in the registration Sub District of Bandra, District Bombay, more particularly described in the Schedule hereunder written and delineated on the Plan in Red colour and marked as "Annexure A" hereto (the said Property) TOGETHER WITH all and singular the areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, common gullies, waters, water-courses liberties, privileges, easements, profits, advant appurtenances, whatsoever to the said Property thereof belongings or in anywise appurtaining same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to, belong or be appurtenant thereto

possession, benefit, claim and/or demand whatsoever at law and in equity of the Vendors in to out or upon the said Property or any part thereof TO HAVE AND TO HOLD all and singular the said Property hereby sold, granted, conveyed and assured and intended or expressed so to be with their and every of their

AND ALL estate, right, title, interest, use, inheritance, property,

rights, members and appurtenances UNTO and to the use and

benefit of the Purchasers forever, with right to continue making payment of all rates, taxes, assessments, dues and/or duties now

chargeable upon the same or hereafter to become payable to the

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icipal Corporation or

Government of Maharashtra or to the Muricipa

to any other public body in respect of the said Property described in the Schedule hereunder written AND the Vendors doth hereby for themselves, their legal heirs, executors, administrators and assigns covenant with the Purchasers 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 it made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Vendors now hath in themselves hold good right, full power and absolute authority to grant, sell, convey, transfer and assure the said Property (which physical possession, occupation and derijoyr Purchasers as Lessees) hereby granted transferred and assured or intended or expressed and to the use of the Purchasers forever in the manner aforesaid AND that it shall be lawful for the Purchasers from time to time and at all times hereafter peacefully and quietly to hold, enter upon, occupy, possess and enjoy the said Property hereby granted, transferred and conveyed with their appurtenances and receive the issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and/or demand whatsoever from or by the Vendors or their heirs, executors, administrators, assigns or any of them or from or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for their or any of them AND TOGETHER WITH the full and free and

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complete, continuous and unrestricted right and liberty for he
Purchasers and occupants for the sine being of the said
Property, tenants, licensees, agents, contractors, workmen,

servants and all other persons claiming by, under or through the Purchasers to go from the Public Road to the said Property and vice versa written, way and access to go pass and repass from time to time and at all times throughout at their will and pleasure by night and day and for all days in the year without any break and for any purpose whatsoever in connection with the beneficial use and enjoyment of the said Property and the tenements and other structures that may from time in the standing thereon as the case may be to entage either on foot or in carts or vehicles with anywithout other animals, carriages, motors, trucks, lorries of or any description laden or un-laden on, upon, over, across the said Property AND TOGETHER ALSO WITH the right to lay under the land, drains or sewers, pipes, water mains, electricity, telephone and telegraph cables and other service facilities, etc. (of all the buildings and structures and tenements that may be hereafter constructed on the said Property) at the expenses and according to the requirement of the Purchasers AND that free and clear and freely, clearly and absolutely acquitted, exonerate 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, title, charges on account of loss of original title deeds and/or encumbrances whatsoever had, made, executed occasioned or

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suffered by the Vendors or by lany other per lawfully or equitably claiming or to dain by from, under or in

Vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Property hereby granted and conveyed or any part thereof by, from, under or in trust for the Vendors or its successors or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, detail conveyances and assurances in the law further and more perfectly and absolution and assuring the said Property described hereunder written and every part thereof hereby granted and conveyed unto and to the absolute and exclusive use of the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers or their counsel in law AND IT IS HEREBY DECLARED THAT on and from the date of execution hereof the Indenture of Sub Lease dated 19th February, 1949 executed in favour of the Purchasers herein and the Sub Lessees therein shall stand extinguished and merged in the ownership rights of the Purchasers herein AND IT IS HEREBY DECLARED THAT original documents of title in respect of the said Property are either lost or the same are misplaced by the Vendors, the Vendors have not submitted any of the original documents of title to any person, authority, bank

trust for their or any of them AND FURTHER that the

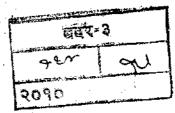
or any statutory body or otherwise for the purpose of creating security by way of charge, mortgage, See Soany third party

rights, title or interest of any nature whatsoever and undertake to the Purchasers that the same shall be handed over to the Purchasers if and when they are made available or traced by them AND IT IS HEREBY DECLARED that the sale consideration of the said Property hereby conveyed, in the physical possession, occupation and enjoyment of the Purchasers as Lessees of the Vendors herein, is the fair market value of the demised land with the structures a require thereon by the Purchasers herein at their of the costs FURTHER WITNESSETH THAT the Vendo execution of these presents have also vigned in applications for withdrawing the said Court Proceedings AND to withdraw the said Court FURTHER UNDERTAKE Proceedings forthwith AND IT IS FURTHER AGREED that the stamp duty and registration charges of and incidental to this Sale Deed shall be borne and paid by the Purchasers alone.

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

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

All those pieces and parcels of land admeasuring 24.26 Acres (approximately) equivalent to 98185.10 sq. mtrs. bearing CTS No. 87,



87/1 to 87/19 with structures constructed thereon by the Purchasers together with all rights, title, interest, benefits, privileges, easements incidental and/or ancillary, accrued and/or to be accrued thereon, including the reversionary rights situated in the village of Passpoli in Potai Estate in Bombay Suburban District in the registration Sub District of Tandra, District Bombay, together with the structures constructed thereon.

7/1/09

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED SEALED AND DELIVERED

BY the withinnamed Vendorss

1. PRASHANT GOPAL SHARMA

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2. SMT. SUNITA DEVI SHARMA

3. SERI DIKSHANT GOPAL SHARMA.

4. SANGEETA SUBODH SHARMA

In the presence of

1. Rajew Aj mera Jo

2. Oswald & Lough Hydrigoq

SIGNED, SEALED AND DELIVERED

BY the withinnamed Purchasers

M/s. LARSEN & TOUBRO LTD.

Through the hand of its Authorised

Signatory Mr. R. N. MUKHJJA

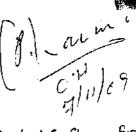
pursuant to the Resolution of its Board

of Directors passed on 311-Dec. 2008)

in that behalf

in the Presence of

1. S. K. BH9TT 2. R. G. Telang The



CMr Arashaut G. Shavaa For Selt4 C.Afor No: 2+04)

Designations

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Received on the day and year first here	inabove)
written a sum of Rs. 46,52,00,000/-)
(Rupees Forty Six Crores Fifty Two La	khs Only)
by D.B as detailed below being the	balance)
sale consideration agreed to be	(
paid by the Purchasers to the Vendors.	·)	

Sr	Date	D.D	Amount	Bank	In favour of
No					
1	31 12 09	003827	465,200,0000	standard	Prashant Shaima

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Prashant Gopal Sharma

2,

4. Sangeeta Subodh Sharana CMr Prachant Cherna Fre Self 3 4 CA For 2 to 4)

ब्रदर-३ am/ we are not a member of the Welfare Fund. There for stan Rs.10 is/are not affixed herewith N.B.:- Strike out which Cayin populcable.

VAKALTNAMA

IN THE COURT OF SUPT. OF LAND RECORD MUMBAI SUBURBAN AND MUMBAI DISTRICT, METROPOLITAN MAGISTRAGEI SMALL CAUSES CITY CIVIL/HIGH COURT/DY. ASST. /JT./REGISTRAR/CO-OP.SOC. AT MUMBAI.

or son Toubor limited ... Complainant <u>Plaintiff</u> **Disputants Applicants** Caveators <u>Appeliants</u>

Prachant Gopel Sharma
Symposies Mumbai
..... Defer

..... Defendant

..... Respondent

I/We hereby appoint Mr. M. K. Shaikh, Advocate High Court, Mumbai

to act appear and plead for me/us in the above matter. For Larsen &

R. G. Telang

In witness whereof I/We have selemy our hands to this writing

Accepted:

Mr. M. K. SHAIKH Advocate High Court, Shop No. 25-26, Shastri Nagar,

Municipal Market, Opp. Kala Mandir Theatre,

Bandra (East), Mumbai 400 051.



POWAI LAND (W) 24.26 ACRES LINDENTURE

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hereinefter called "Mr. Sharme" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs executors and administrators) of the Second Part And MESSES. LARGES & TOURC LIMITED a Public Limited Company registered under the Indian.

Companies Act VII of 1913 and having its Registered Office



3

BOM. R 2498 3 13 1965

hereinafter called "the Lessee" (which expression shall unless it be repugnant to the context-or meaning thereif mean and include its successors in business and formitted assigns) of the Third Parti

day of Cotober 1948 and made between Sir Mohamed Yusur and others the then Trustees of Sir Mohamed Yusur Trust as well as the other three Yakfe viz. the Sherbanu Trust, the Rabiabanu Trust and the Shahbanu Trust therein collectively called the Landlords of the First Fart the said Sir Kohamed Yusur Kt. the Said Sherbanu Mohamed Agis REG Agboatwalla, the said Rabiabanu Mohamed Mithaukhut Trust Agis REG

said Shahbama Siddik Suleman in their respective capacities as the respective Wakifs or authors of

said four respective Trusts of the Second Tart Chandrabhan Bhuramal Sharms (the said Mr. Sh Chhedilal Bhikhiram Gupta and Shrilal Maganlal therein called the tenants of the third part and registered with the Office of the Sub-Registrer of Lesurences at Bombay under No.4427 of Book Mo.1 on the 21st day of December 1948 the said Sir Mohabed Tusuf Et. and others the landlords in consideration of the rent thereby recerved and of the covenants on the part of the said tenants to be observed and performed demined unto the said tenants all those pieces or parcels of developed and undeveloped lands or grounds in the villages of Povai Tirendaz, Jungua and Paspoli in the Thena District and in the village of Sagi in the Bombay Suburban District admeasuring together approximately 576 Lores and 204 Sunthes and more particularly described in the Schemis

thereunder written Together with their rights members
casements and appurtenances TO HAVE AND TO HOLD the said
land unto the said tenants for the period of 99 years
commensing from the 1st day of April 1948 at the rent

and subject to the terms and conditions and stipulations. 3

AND WHEREAS the said Mr. Sharms the said Ohbedilal Bhikhiram Gupta, the said Shrilel Maganlal

Bhatt and the said Namubhai Tolashankar Pandin entered in to a Partnership which was desmed to have commenced in the lat of April 1948 in thenfirm name and style of conditions and Plantation Society upon the terms and conditions mentioned in the Deed of Partnership dated the 17th day of August 1948 (hereinafter referred to as the

said Deed of Partmership):

AND WHERRAS inter alia the lands demised by the
hereinbefore recited Indenture of Lease were taken on

behalf of the said Partnerships

BOM. |R 2496 4 13 1965

on the 24th day of April 1950 leaving him surfived his only heirs and legal representatives his victor dajraben and his sons Kishor, Ashok, Vinod and Vikram but the partnership was not dissolved and was continued by the surviving partners pursuant to the clause of Ahabata behalf in the hereinbefore recited Decd of Partnerships

AND VHERRAS the said Pertnership was dissolved on or about the 15th day of ingust 1951 by mutual consent upon the terms and conditions contained in the Agreement of Dissolution dated the 10th day of August 1951 and made, between the said Mr. S harms of the First Part the said Mr. Chhedilal Bhikhiras Guyta of the Second Part the said

BOM. R 2496 5 13 1965

Manubhai Tolashankar Fandia of the Third Fart and the said Gajraben widow of Shrilal Maganlal Shatt and here 3 sone Kishor Ashok Vinod and Vikram of the Fourth Fart (hereinafter referred to as the said Agreement of Dissolution):

AND WHEREAS it was inter alia agreed by the said Agreement of Dissolution that the said Mr. Sharma shall inter alia take over the said business and all assets thereof including the lands demised by the hereinbefore recited Indenture of Lease and including the goodwill and liabilities of the said firm on the terms and conditions therein appearing:

AND WHEREAS the said Mr. Sharma has pursuant to the said agreement of Dissolution took over the said business and all the assets thereof including the lands demised by the hereinbefore recited Indenture of descriptions and control of the said fire and began also entitled to all the rights to the lands temic and by the hereinbefore recited Indenture of tease dates and the land of Cotober 1948s

and Whereas by an Indenture of Sub-Lease dated the 19th day of Pebruary 1949 and made between

(1) Chandrabhan Bhuramel Sharma (the seid Mr. Sharma)

(2) the said Chhedilal Shikhiran Gupta and (3) the said Shrilal Maganlal Bhatt (therein called the Sub-Lessors) of the Pirst Part and the Lessees therein called "the Sub-Lessees" of the other part and registered in the Coffice of the Sub-Regis-trar of Bombay on 1444 day at 1449 January 1995 under Mo.1260 of 1991 at 1449 Lessees or parcels of developed and underveloped

No. 17

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lands or ground in the village of Paspoli in Powel Estate
containing by admeasurement 25 Acres and 39 Guntum (Deing part of the lands demised by the hereinbefore recited

Indenture of Lease dated the Zist October 1948) more Transport of Lease dated the Zist October 1948) more Transport of Lease dated the Zist October 1948) more Transport of Lease dated the Zist October 1948)

on the Flan therefor thereto annexed and thereon surrounded the said red coloured boundary line were demised by the faid Mt. Sharma and others (therein called the Sub-Lessess) for a term to the Lesses (therein called the Sub-Lessess) for a term of 98 years commencing from the lat day of Kovenberg 1980, rent and on the terms covenant and conditions the said the said on the terms covenant and conditions the said the

contained:

thousand only) was deposited by Messer. Larsen in the said Indentificant Limited (mentioned as "Sub-Lessess" in the said Indentificant of Sub-Lesse dated the 19th day of February 1949) with the said Chandrabhan Bhuramal Sharma (the said Mr. Sharma) and others (the Sub-Lessors mentioned in the said Indenture of Sub-lesse dated the 19th day of February 1949 as advance rent to be appropriated or set off against the ment for the last two years of the term for which the said lands were demised by the hereinbefore recited Indenture of Sub-Lesse dated the 19th day of February 1949s.

the 30th day of March 1964 and made between Abdul Rehman Yusuf and others the Mutavalis or Trustess of the Wairf dated the 29th April 1925 (therein referred to as Sir Mohamed Yusuf Trust) therein called the First Vendors of the First Part Sherbanu wife of Mohamed ighostwalls in the First Part Sherbanu wife of Mohamed ighostwalls in the respective as the wakif as well as a Kutavali of the Deep the Capacity as the wakif as well as a Kutavali of the Deep the Capacity as the wakif as well as a Kutavali of the Deep the Capacity as the wakif as well as a Kutavali of the Deep the Capacity as the wakif as well as a Kutavali of the Deep the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as the wakif as well as a Kutavali of the Capacity as t

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of Wakr dated Bth day of July 1941 (therein called Sherbanu Trust) and others the Mutvalis or Trustees of the said Sherbanu Trust therein called the second of the Second Part Rabiabanu wife of Mahamed Mith capacity as the Wakif as well as a Mutavall of Walf dated the 23rd day of April 1941 (therein on Rabiabanu Trust) and others the Mutavalia of Rabiabanu Trust therein called the Third Vendore of the Third Part Shabanu wife of Siddik Sulemen in her capacity as the Wakif as well as the Mutavali of a Deed of Waki dated the 8th day of July 1941 (therein called the Shahbana True t) and others the Mutavalis of the said Shabanu Trust therein called the Pourth Vendors of the Fourth Part the said Chandrabhan Bhuramal Sharma (the said Mr. therein called the Purchaser of the Pitter Chhedilal Bhikhiram Cupta the said safrans Shrilal Maganial Bhatt, Kishor Shrat Bhatt Vinod Shrilal Shatt and Vikragushr called the First Confirming Party of the 3-2 said Manubhat Tolashankar Pandia therein sailest th Confirming Party of the Heventh Part and Gopal Chandrabhan Sharme the Leesor (therein called the Sub Purchaser) of the Eighth Part for the consideration therein mentioned the Pirst Vendors the Second Vendors the Third Vendors and the Fourth Vendors at the request and direction of the said Mr. Sharms sold and conveyed unto and to the said Shri Copal Chandrabhan Sharma the Lessor (therein called the Sub Purchaser) ALL the reversionary rights of the First Vendors the Second Vendors the Third Vendors and the Fourth Vendors in all those pieces or parcels of land more particularly described in the Pourth Schedule thersunder written and deline tol on the Plata thereto manexe ' respectively

BOM R 2496 8 13

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in respect of the lands situate in the village of Paspoli and shown thereon as surrounded by a red coloured boundary

line TO HAVE AND TO HOLD the same unto Shri Gopel Charden

torever subject to all rents rates taxes assessments rates

hedomologyable in respect thereof to the Government of the Region of the Kunicipality of Bombay or any other

Was further witnessed that the said Chandrabhan Bhuramal Sharma(the said Mr. Sharma) (therein called the Purchaser) the Pirat Confirming Parties thereto and the Economic Parties thereto and surrange a

the said 3hri Gopal Chandrabhan Sharms the Least the called the Sub Purchaser) ALL those the right title and interest of the said Purchaser therato the said First Confirming Parties thereto and the said Second Confirming Parties thereto and the said Second Confirming Party thereto in all those pieces or parcels of lands more particularly described in the Pourth Schedule there—under written to the end and intent that the residue of the term of 99 years created by the hereinbefore recited Indenture of Lease dated the 21st day of October 1948 be merged and extinguished in the reversion and inheritance

and whereas the land sold transferred and conveyed to the said Shri Gopel Chandrabhan Sharma the lessor abovenamed by the hereinbefore recited Industries of Conveyence dated 50th day of March 1964 inter alias included the lands lessed under the hereinbefore recited industries of Sub-Lesse dated 19th Tebruary 1949 and sore

of the said pieces or percels of agriculturel lands:

...

particularly described in the Schedule bersunder written;

BOM.R 2496 1 13 1965

AND WHEREad in the events that have happened the said Gopal Chandrabhan Sharms the Lessor abovenament became absolutely entitled inter alia to ill thees pieces or parcels of land containing by sinessurement an area of 23 Acres and 39 Gunthas or thereabouts demised under the hereinbefore recited Indenture of Sub-Lease dated the 19th Pebruary 1949 situate in the village of Paspoli and more particularly described in the Schedule hereunder written subject to the said Sub-lease d 19th February 1949;

AND WHEREAS in the events that have here Massre. Largen & Toubro Limited who were the by virtue of the herein recited Indenture of this per dated 19th February 1949 have become the direct become of the said Gopal Chandrabhan Sharms the Lessor abovensm on the same terms and conditions as are contained in the said Indenture of Sub-lease dated the 19th day of February 1949 and the Lessor abovenamed became entitled to the said sum of M.17,000/- (Rupees Seventeen thousand only) paid by the Lessee abovenamed by way of deposit as advance rent as hereinbefore recited;

AND WHEREAS the Legacy abovenamed under the arrangement arrived at between the parties hereto agreed to admit the receipt of the said deposit of B.17000/- (Eupees Seventeen thousand only) from the said Mr. Sharan and to treat the same as deemed to have been paid by the Lesses to the Lessor abovenemed as deposit by way of advance rent so agreed to be appropriated or set off against the rent to be payable by the Lesses for the last two years of the term

BOM. R. 2496 10 13 1965

- 10 -

granted under the said Sub-lease dated 19th Pebruary 1949.

to execute these presents evidencing the confirmation of the part of the Lessor abovenmed concerning the said
deposit of 8.17,000/- (Empess Seventeen thousand only) by
the Lessor which the Lessor abovenamed has arread to do in the

hereby confirm that the Lessee abovemend has paid to the Lessor abovement the sum of h.17,000/- (Eupees Seyenteen thousand only) as deposit by way of advance rest to respect the precises demised under the said Indentity of the precises demised under the said Indentity of the lesse dated the 19th day of February 1949 describer to the said sum of h.17,000/- so paid by the Lesse to the lesse the precise to the lesse two years of the granted under the hereinbefore recited Indenture of Sublement dated 19th day of February 1949;

SCHEDULE ABOVE REPERRED TO

undeveloped lands or ground together with the wells
ways therein situated in the Village of Pascell in
Powal Retate in Bombay Suburban District in the Registration Sub-District of Bandra District Economy Suburban
approximately containing by admeasurement 23 acres and
39 Gunthas or thereabouts and bearing New Government
Survey No.7 (part) and the following old Survey Euchers
according to Landlands Survey Records:-

बदर-३ D 25 8 1 36 43 24 BOM. R 44 17 45 35 2446[11]14 22 1965 Total 59

and bounded on the East by Vibar Lake Boad counties Vest by the remaining lands bearing New Government Survey No.7 (part) on the South by lands comprised and situate in Village of Tungwa and on the North partly by Tablesh and partly by the land belonging to the Manager Statistics.

the Lessor bereunto has just his hand and seel and the Common Seal of Mosern. Inroce & Touble Instituted Lesson party of the Third Part has been hereunt the SUBURGE SUBURGE.

SIGNED SELLED AND DELIVERED by the withinspeed GOFAL CHIEDRA-MAR SELECTA in the presence of: Ram cure B. Bull July W. B.

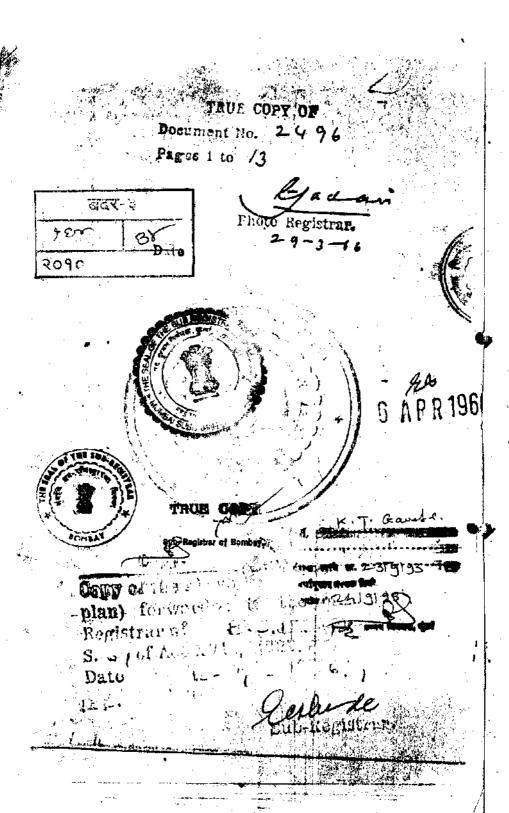
THE CORDICK SELL OF LIBREST &
TOURSO IDETED was heresate
affixed pursuant to the Resolution of the Board of Directors
passed on the say of
1965 in the presence
of (1) Mr. H.R.Doom
the two of the Directors of the
Company who have signed these

presents in the present

& eved my Sept Ambardland

ह्यदर-३

ma to the "obliggistran states the 1766 . Beststrat except that be the duphoate presented sing with this toed under Scriat ke 2497/55 is certified under this registered. a Residence are the Bonners of SOUPE BOSICIA





2024-

E-mail: hemant_bhavsar@vsnt.com • Teletax: (91-22) 2558 2873, 2590 5510 REGD. ARCHITECTS, ENGINEERS & PLANNERS

To Whomsoever It May Concern

November 10,2009

PROFORMA - A			
MARIA STATEMENT	SQ.M	<u> १०५० </u>	
AREA OF PLOT (AS AR ULC EXCLUDING CTS 116)	2,34,831.00	-	
DEDUCTION FOR			
SET BACK AREA	1,021.92		
PROPOSED ROAD (D.P)	2,794.59		
ANY RESERVATION	3,816,51	1	
TOAL a + b+ c		B. V.B.	EGISTA
NET ARE A OF PLOT (1 - 2)	2,31,014,49	30 P. C.	Sept. Or
DEDUCTION FOR	2,500,00		I GO
RECREATION AREA	10,241,55		
AMENTY AREA 5% OF NET PLOT AREA 9 ON 11,741.55 - 1500.00 = 10,241.55 SQ.M)		3 S E (1139
ON 11/21/22 - 1000/00 - 10/24/22 - 22/24		정 박 \	
BALANCE AREA OF PLOT (3 - 4)	2,18, 272,94 F.S.I NOT	1.	1
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D.P.ROAD 100 % }	Į .	Service (Co.)	BURBAN
TOTAL AREA (5 + 6)	2,18, 272,94	. •	
F.S.I PERMISSIBLE	QNE		
PERMISSIBLE FLOOR AREA	2,18, 272.94		•
). EXISTING BUILT-UP AREA	1,08,205.19		
I. PROPOSED FLOOR AREA VIDE VARIOUS LO.D'S	11,256.04	İ	
2, PROPOSED BUILT- UP AREA UNDER REFERENCE	21,792.00	1	
8. TOTAL BUILT-UP AREA (10 + 11 + 12)	141253.45		
Of 10 the board of the state of the	0.61	1	

For Bhaysar & Associates. Architect.







E-mail: hermant_bhavear@venl.com • Telefax: (91-22) 2568 2873, 2590 5510 REGD, ARCHITECTS, ENGINEERS & PLANNERS

To Whomsoever It May Concern

November 10,2009

This is to certify that the last approved plans approved in the layout for Larsen's. Toubrodimited on plot bearing CTS no 86.87 of village paspoli and CTS no 112, 115 of village Tungway sekt vihar road by Municipal corporation of greater Mumbai are U/no CE/ 1030 3955/35 cated 25TH August 2009 and the FSI statement is as

PROPOMA - A	
19090 AREMSTATEMENT	\$Q.M
I. AREA OF PLOT (AS ASS ULC EXCLUDING CO. 116)	2,34,831,00
2. DEDUCTION FOR a. SET BACK AREA b. PROPOSED ROAD (O.P)	1.021.92 2.794.59
C. ANY RESERVATION	3.81 ₆ .51
3. NET ARE A OF PLOT (1 - 2)	2,31,014,49
A SEPTEMBER OF CONTROL AREA (ID/OSI/11, 323 SEPTEMBER OF AREA (ID/OSI/11, 323 SEPTEMBER OF AREA	2,500,00 10,241,55
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	2,18, 272.94
8. F.S.I PERMISSIO	ONE
9. PERMISSIBLE FLOOR AREA	2,18, 272.94
10. EXISTING BUILT-UP AREA	1,08,205.19
11, PROPOSED FLOOR AREA VIDE VARIOUS I.O.D'S	11,256,04
12. PROPOSED BUILT- UP AREA UNDER REFERENCE	21,792,00
13. TOTAL BUILT-UP AREA (10 + 11 + 12)	141253,45
14. F.S.J CONSUMED	0.61



For Bhaviar & Associates. Architect.



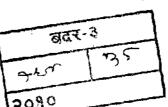


SHAMKANT BHAVSAR HEMANT BHAVSAR BLE (CNE) HONSIME (CONST

BUILT-UP AREA IN CTS NO.87 AREA OF CTS NO.87: 98,185.10 SQM (COPY OF PROPERTY CARD- CTS NO.87 ATTACHED)

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1	BUILDING A	1409.85	
- 2	SHED BETWEEN A & B	743.49	
3	BUILDING B	(4771.13	3
4	BUILDING C	8251.57	
5	BUILDING D	5033.49	
6	BUILDINGE	9538.13	
- 5	BUILDING N	1602.56	
8	BUILDING G	105 13:38	
9	THE NOW !	-402 09	0
10	BUILDING 1	L-9991-97	Andrea Congression Constitution of the Constit
11	BUILDING V	116.29]
14	BUILDING	108.55	i
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15	BUILDING T	1045.92	
19 23	BUILDING Z	96.7	
25	BUILDING CC	1063.42	2
26	TEST STATION	1281.4	
31	SOUTH BLOCK	5617.56	
35	OFFICE AND STORE TO EY SHOP	566.	
37	E7-E8 SHOP	2893,5	
38	LIFT WELL (TEST STATION)	55.6	
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मालमत्ता पत्रक तालुका/न.भु.मा.का. -- न.भू.अ. मुर्लुङ चौ.मी. तगर्रात आणि न मृक्त ८६ पहा क्षाम्बद्धाः €3903.W [事-१] बदर-३ [गोपाल चंद्रभान शर्मा] लार्सन दोंचे फंपनी लिमि. २०१०

व्यवहार खंड फ्रपांक नविन घारक (धा) दिनाफ पट्टेदार (ए) किया भार (भा) वारसाने (धाः) अर्ज,जयाय द भा. **१८/१०/१९९**९ १)श्री-स्निता देवी गोपाळ शर्भाः महानगर पालिकेकडील २)श्री प्रशांत गोपाळ शर्मा. भृत्युचा दाखला,स्पेशल मेट्रोपॉलिटी याचेकडील २)श्री दिसांत गोपाळ शर्मा ४)श्रीम संगिता सुबोध सर्मा. यारस प्रतिज्ञापत्रान्यये बारसांची नांवे दाखल केली मा.न.भू.अ.मू. यांचा **आदेश** दिनांक . 190/99. सरी नक्कल -

等表性 挑注

प्सट च्चर

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क्रमंक फा. प्ली. वं.

सुविधाशिकार इक्कामा गुळ धारक

वर्ष १९६७.. पट्टेदार

इतर भार इतर शेरे

नगर भुषाचन

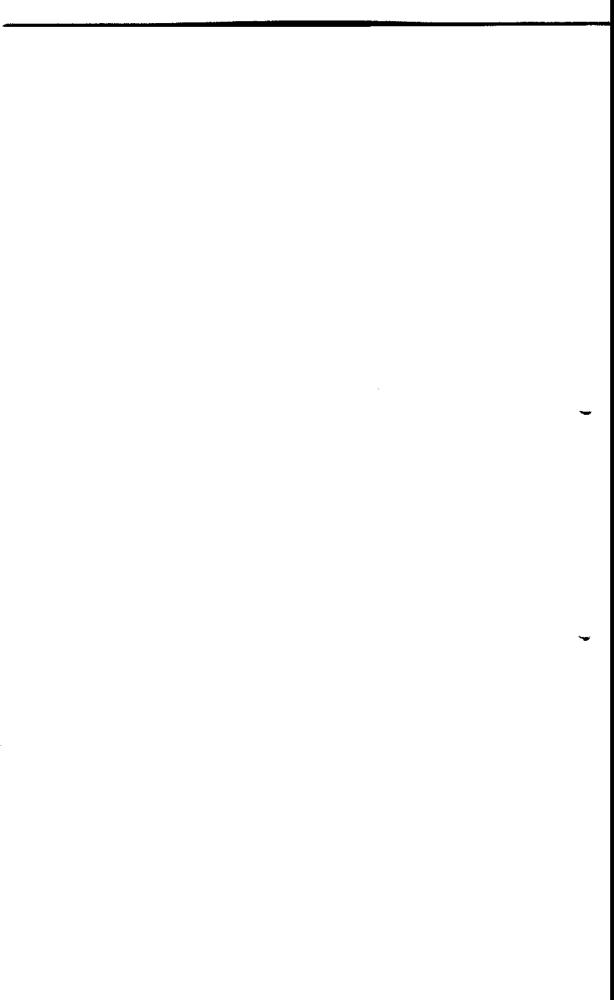
पास्योली

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अक्टब सराव केर्राची भी भारति साराक की AGENT PROPERTY OF A SELECTION CHANGE क्षारी स्वकार

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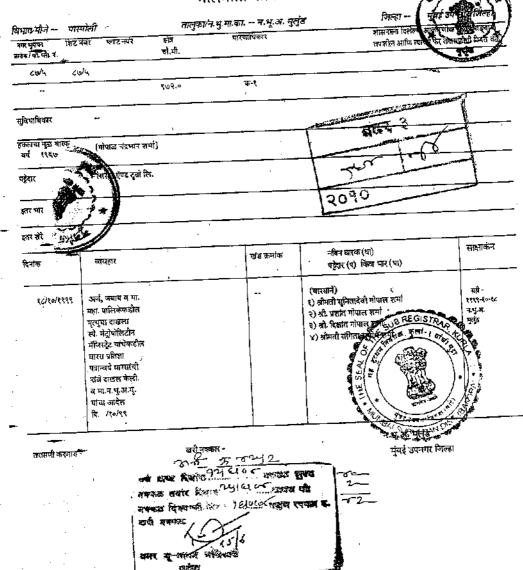


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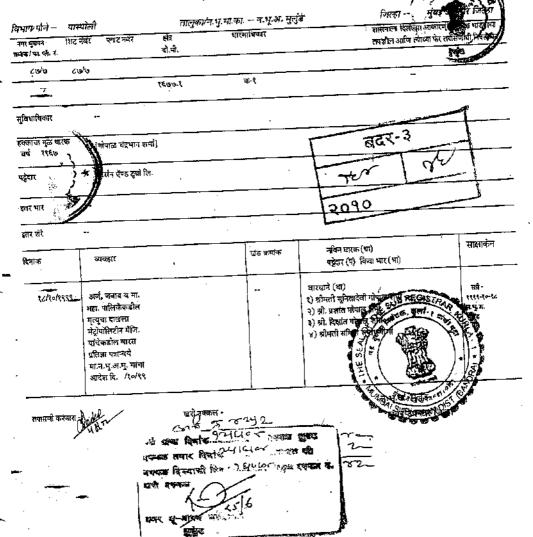
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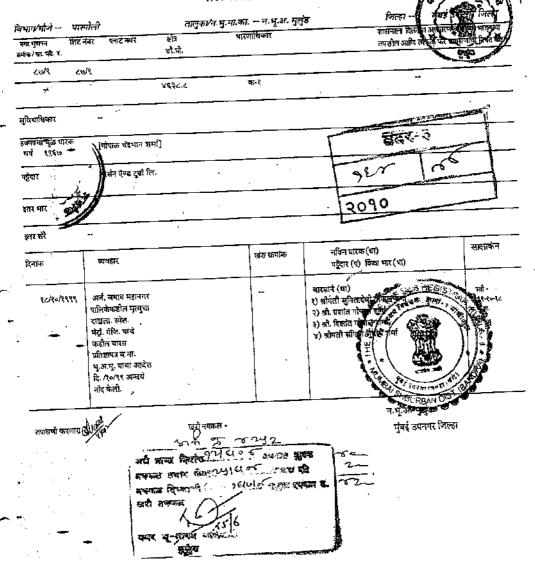
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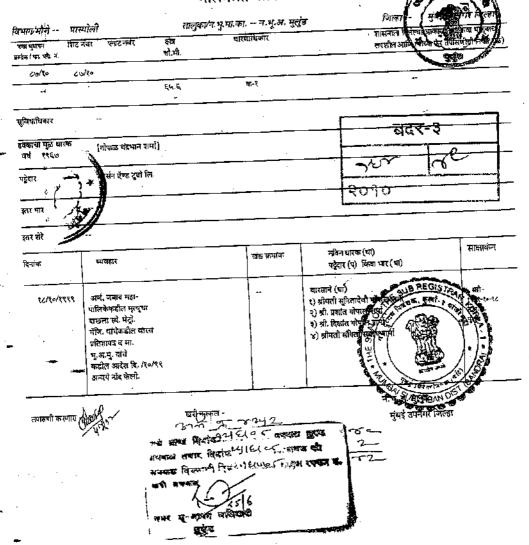
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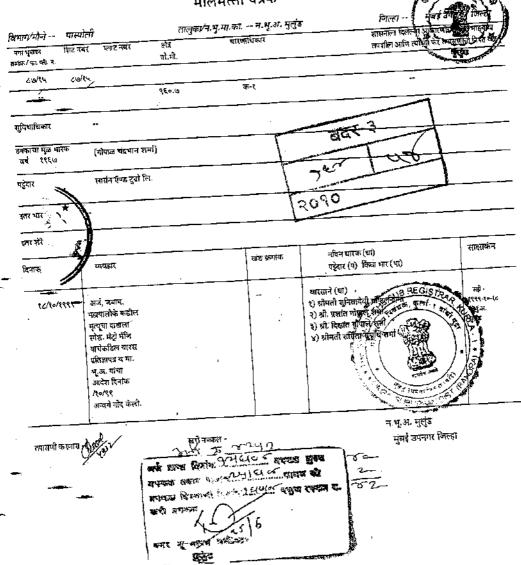
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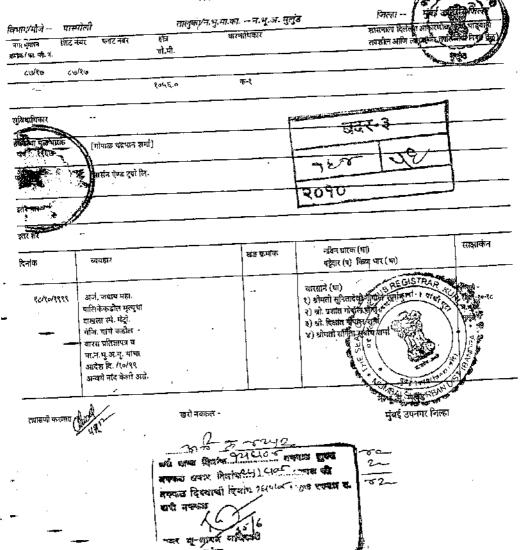
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मालमत्ता पत्रक िल्हा तालुका/न.धु.मा.का. -- न.धू.अ. मुलुंड विभाग/भौजे -- पास्पोली धारणाधिकार क्षेत्र प्ताट नगर बगर मुखपन तप्रशील आणि हो.मी. क्रमेक्। का प्ली र 20/18 ____20/18 क-१ १२७५.३ सुविधापिकार हक्कींचा भूळ वास्क [गोपाळ चंद्रभाभ शर्मा] 666 लारांन ऍण्ड दुवो लि पट्टेदार इतर भार इतर शेरे साक्षाकंत नविन घरक (धा) र्खंड क्रमांक दिनांक व्यवहार पट्टेरार (प) किंम्ब भार (भा) वारसाने (धा) सही -अर्थ, जबाद महा. **?**८/१०/१९९९ 1) श्रीपती सनितादेशी गोपाल <u>शर्मा</u> 29-19-95 प्रतिकेकडील मृत्युचा २) श्री. प्रशांत गोपाल गृष्टी <u>२६ GIS IX</u> रम्अ. दाखला स्पेश मेट्टो a) श्री. दिसांतु संग्रह मुलुंड मेंजि. यांचे कडील ४) श्रीमती वारस प्रतिशापत्र व मान भु अ मु यांचा आदेश tt. 180/88 अन्यवे तोंद केली असे. अभिनमन् रूप् on the forth on clos were good नम्पात समार विनादिया। ध अ नामा वी मक्कत दिरमाधी कि । १९७५ समुख समझ समझ श्रदी मदक्र



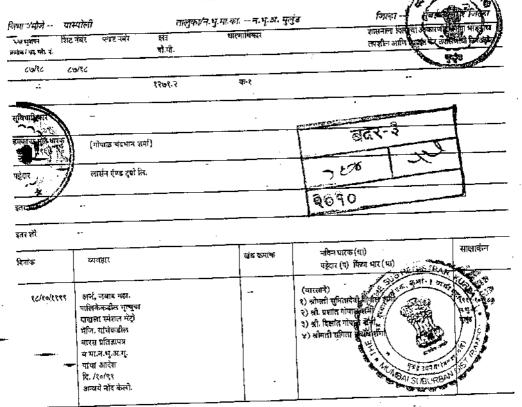
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	প্রকা, জমান দচা		खंड कमांक	निवन घारक (घा) पट्टेसर (पं) किंद्रा पह (मा)
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स्था स्था है जिस्से के स्थाप



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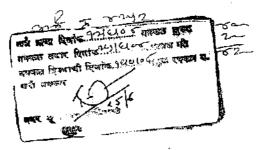
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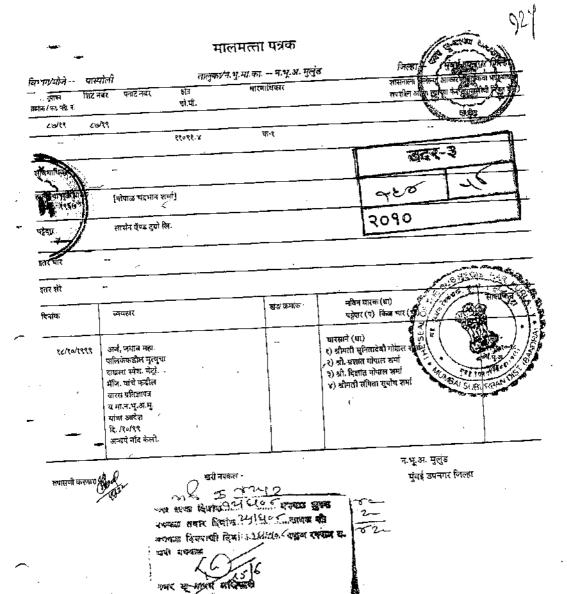


त्रप्रसर्धा करणाय

खरी नक्कल -

न.भू.अ. मु्लुंड भुंबई उपनगर जिल्हा





Arvind V. Savant

(Former : Advocate General of Maharashtra,

Judge, Bombay High Court,

Chief Justice, Kerala High Court, Chairman-Maharashtra State Human Rights Commission)

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LARSEN & TOUBRO LIMITED

QUERIST

Re:

Land situated at Village Tungwa, Powai, bearing City Survey Nos. 117-A, 117-A/1 and 117-B (hereinafter referred to as "Powai East Land").

Land situated at Village Passpoli, Powai, bearing CIS 87, 87/1 to 87/19 admedasuring 78185.10 (hereinafter referred to as "Powai West Land").

(Hereinafter collectively referred to as the Sant Land").

OPINION

- Perused the papers and discussed the matter with Mr. Vikram 1. Trivedi, and Mr. Sunil Tilokchandani, of M/s. Manilal Kher Ambalal & Cq., Advocates for the Querist.
 - The Querist is the Lessee of land admeasuring meters of old Survey No. 50 together with all Tights, interest, benefits, privileges, casements incidental and privileges, accrued and/or to be accrued thereon bearing City Survey No 1797 A, 117-A/1 and 117-B with structures constructed thereon by the Querist. The land is situated in Village Tungwa in Powai Estate. Mumbai (for short "the Powai East Land"). The land was originally given on lease by the erstwhile owners to Shri C. B. Sharma and others under an Indenture of Lease dated 21.10.1948. Shri C. B. Sharma and others executed a sub lease dated 30.3.1953

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for a period of 96 years 9 months commencing from 1.7.1951 and expiring on 31* March, 2047. The erstwhile owners sold and

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Spit Durgadevi C. Sharma executed an indenture dated 28.7.1965.

thereby confirming the aforesaid lease dated 30 3 1951 for the period of 96 years and 9 months commencing from 1st July, 1951 and expiring on 31st March, 2047. Admittedly, the lease is valid and subsisting. The Querist is paying an annual rent of Rs.10,854/to the present Lessor.

mtrs., bearing CTS No. 87, 87/1 to 87/19 at Passion in Poward Estate (for short the "Powar West Land") together with a rights title and interest, benefits, privileges, casements incidental and/or ancillary accrued and/or to accrued thereon with structures constructed thereon by the Querist for a period of 98 years commencing from 1st November, 1948 till 30th November, 2046 under an Indenture of Lease dated 19th February, 1949. The lease is valid and subsiting and the Querist is paying the annual rent of Rs. 8631. The land was originally given on lease by the erstwhile

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owners to Shri C.B. Sharma and others under an Indenture of Lease dated 21st October, 1948. Shri C.B. Shrma and others executed an Indenture of sub lease dated 19th February, 1949 in favour of the control of the Querist. The erstwhile owners sold and conveyed the land to one رش Gopal Chandrabhan Sharma by a Deed of Conveyance March, 1964. Thereafter, Shri Gopal C. Sharma executed an Indenture on 9th July, 1965 confirming the aforesaid lease dated 19th February, 1949.

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After being put into possession of the said Land, the Queriss capacity as the Lessee, has developed the said Since the Querish interded constructing buildings thereon. purchase the said Land together with the rights, tite **Valores**i benefits, privileges, easements thereon, two Memorandus Meuro Understandings have been executed on 21st August, 2009 between M/s Smit Properties Pvt. Ltd. and the Querist in respect of Powni East Land and Mr. Prashant Gopal Sharma & Ors., and the Querist in respect of Powai West Land whereby the Querist has agreed to purchase the said Land, which is in its physical possession as a Lessec. The agreement value of the Powai East Land and Powai



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West Land is worked out at Rs.71,36,00,000/- and Rs.

48,52,00,000/- respectively.

In these set of facts, the Querist has raised a query i.e., the hasis of 3 calculating the stamp duty on the document whereby the respective lessors will transfer their interest to the Querist.

My answer to the above query is as under:-

leasehold land, will be required to pay the stamp duty mader the stamp d

My reasons for the above answer are as under:-

7. It is well settled that, while assessing the value of a property, it is necessary to enquire into the restrictions which affect the value of the property. For instance, if the property has been given on a long lease, as in the present case, the Lessor has a remote chance of

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obtaining immediate possession before the expiry of the tenure of the Lease which, in the present case, is till 31st March, 2047 and 30th November, 2046 respectively. In Collector of Chingleput VIS Krishnaveni Ammal AIR 1933 Madras 190, the Madras High Com laid down the principles following the judgement. In Re Lucas Chesterfield Gas Water Board (1909) 1 KB 16, which judgement was approved in Cedars Rapid Manufacturing Power Co. V/s Lacoste (1914) AC 569.

- In Vyricharla Narayana Gajapatiraju V. Revenuo Divisioni 8. Officer [AIR 1939 PC 98: (1939) 2 MLJ 45], popularly known; Viji's case, the Judicial Committee of the Privy Council held compensation for compulsory acquisition governed 23(1) of the Land Acquisition Act, 1894 is the market value of the land at the date of publication of the notification under sub-section (1) of Section 4 of the Act "What a willing Vendor might reasonably expect from a willing Purchaser".
 - The tests for evaluation of lands have been laid down by the 9. Supreme Court in Special Land Acquisition Officer V Adinarugana Setty [AIR 1959 SC 429: 1959 Supp. 1 SCR 404 @ 412] are (i) Opinion of experts; (2) the price paid within a reasonable time in



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bonafide transactions of purchase of the land acquired or the land adjacent to the acquired land and possessing similar advantages and (3) Number of year's purchase of the actual or immediately 3 prospective profits of the land acquired.

value of the land or property is a price which a willing vendor might reasonably expect to obtain from a willing purchaser, as held by the Supreme Court in inter alia in Tribeni Devi V. Collector of Ranchi [(1972) 1 SCC 480]; Periyar and Pareckanni Rubberi ktd.

V. State of Kerala (1991) 4 SCC 195; and Special Tahilian Lanchi Acquisition V/s Mangala Gowri (1991) 4 SCC 218.

11. In Tribeni Devi's case (Supra) the Supreme Court, while reiterating the three tests laid down in Land Acquisition Officer Case (Supra), further held in para 4 that "These methods however do not preclude the Court from taking any other special circumstances into consideration, the requirement being always to arrive as early as possible an estimate of the market value. In arriving at a reasonably correct market value it may be necessary to take even two or all of those methods into account in as much as the exact valuation is not always possible as no two kinds may be the same

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Chlef Justice, Kerala High Court, ChairmanMaharashtra State Human Rights Commission)

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cither in respect of the situation or the extent or the potentiality nor is it possible in all cases to have reliable material from which that valuation can be accurately determined."

As far as valuation of leases is concerned, it is clearly on the basis of 20 years purchase that would indicate the measy that will fetch to the Lessor 5% by way of interest. The terms of the Lease, the amount and the age of the Lease would be the relevant criteria that would determine what the vendor gets. See also the below mentioned cases for valuation, where a Lessee agrees to misunese a property held by it on a long lease, as in the present case. (i)

Ainbalal Mansukhram Joshi v. Additional Special Conditional Acquisition Officer (1973) 3 SCC 373, (ii) Chimanlal Hargovindas v. Special Land Acquisition Officer, Pune AIR 1988 SC 1652 paragraph 4 at page 1656 to 1658; (iii) Periyan and Pareekhanni Rubbers Ltd. v. Perijan Parrikanni V/s State of Kerala (1991) 4 SCC 195 (iv) Inderprasad v. Union of India (1994) 5 SCC 239.

13. All the above decisions lay down the general principles of valuation for the purpose of the Land Acquisition Act, 1894 with special reference to principles of valuation underlying the Arrind V Savant

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provisions of Section 23 of the Land Acquisition Act, 1894 dealing with "maners to be considered in determining tax valuation". इदर-३ As far as the Stamp Duty Ready Reckoner for 2009 is concerned, there is a reference at page 21 of the book by Santosh Kumar and २०१० Sunil Gupta, viz., "Stamp Duty Ready Reckoner & Market Value of Flats in Mumbai 2009" which makes a reference to the "Government Valuation Factors" with effect from 01.01.2009 to 31.12.2009. It deals with (i) Value of old property with tenants Value when old tenant provided (ii) accommodation in new building, which is not relevant in ou (iii) Valuation of land capable of using TDR; and (iv) Rates construction, which again may not be relevant in our season Similarly, item No (v) Rate of depreciation on old buildings and item (vi) Carpet area, built up area are also not relevant to the present case. These guidelines have been issued by the Chief Controlling Revenue Authority and Inspector General of Registration, Maharashtra State, Punc, (see page 26 of the book by Santosh Kumar and Sunil Gupta.) Rest of the guidelines from items

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7 to 23 are again not relevant in the present case.

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In the Bombay Stamp Act, 1958 - 2009 Edition by Mahendra C. Jain and Himanshu Bhatt, while discussing the provisions of section 32A of the Bombay Stamp Act, 1958, there is a reference to the principles for determination of fair market value of immovable property (see page 102 to 103) with reference to 2 decisions viz (i) Shrichand Raheja & Others v/s S.C. Prasad & Office 1995 (2) Bombay Case Reporter 145; and (ii) Chimanlal Hargovinddas v/s Special Land Acquisition Officer, Pune AIR 1988 SC 1652.

- Reverting to the Memorandum dated 21" August, 2009 between 16. M/s. Smit Properties Pvt. Ltd., on one part and Prashand & Sharm & Ors., and the Querist on the other part, the Querist has agreed to purchase the said Land for a consideration of Rs.71,36,00,000 and Rs. 48,52,00,000/-,
- 17. In this behalf, I may refer to the recent Supreme Court decision in Residents Welfare Association, Noida vs. State of U.P. and Ors. IT 2009 (6) SC 448=2009 (6) SCALE 94 decided on 15.4.2009. The question arose under the U.P. Stamp Act read with Indian Stamp Act, 1899, regarding the relevant date for determining the market value of the property on the date of entering into the agreement for sale, as against the date of presentation of document for

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the document would be the market value of the property on the date when the agreement was entered into and not when it was presented for registration. The relevant observations are to be found in paragraphs 24 and 25 of the Judgment. The relevant portion of the said paragraphs is reproduced below:

"Thus it is clear that the duty is not calculated on the market value but on the amount of consideration mentioned in the deed itself. It is expedient to have a look at the Stamp Act as applicable to the State of Tante Nadu and Union Territory of Pondichern elaborating our point made above. From the Stand of Tamil Nadu and Pondicherry, we find that Article 3 as applicable to the same provides that in 1988 of assignment by way of lease, the duty that would payable is the duty as a conveyance for a market equal to the amount of the consideration for in SIBURE transfer. Therefore, it is clear that in these areas, a clear intention has been expressed that duty should be payable for a market value equal to the amount of the consideration for the transfer whereas if we refer Article 63 as applicable to the State of UP, it mentions that duty would be payable for a consideration equal to the amount of the consideration for the transfer. The

25. In view of the above observation, we may note that it was not open to the registering officer to embark upon an enquiry into the market value of the land or the building in view of the fact that it is only the leasehold rights which are only transferred by way of assignment by the document/instrument presented for registration."

legislature expressly has specified therefore that the stamp duty payable in case of an assignment would not be calculated on the market value of the property but on

the consideration set forth in the deed itself.

Servind V. Savant

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18. In the context of the issues raised by the Querist, it is also necessary to reproduce paragraph 20 of the said Judgment in the case of Residents Welfare Association, Noida (surra), which are 3 as under:



"20. Therefore, the only question which donies to our mind is that if the lessee or the sub-lessee has are absolute right over the constructions constructed by him and he can transfer it by an out right sale and not through an assignment of lease as contended by the Noida Authorities, the lease deed would not have provided for such a clause wherein the Nolda authorities have a right over the buildings and the appurtenants on the land in case of any failure of the sub-lessee to remove that constructions at the time of re-entry. Thus the soul lease deed specifically provides for a right of reversion to the land and appurtenances thereto including buildings on the termination or expiry of the lease. It is thus clear that the huildings and all other appartenants attached to the land become a part of the assigned transfer through lease and not a separate sale".

19. In paragraph 18 of its Judgment, in the above referred case of Residents Welfare Association, Noida, the Supreme Court also referred to its earlier decision in Byramfee Jeejeebhot (P) Ltd. V State of Maharashtra (1964)2 SCR 737 where the Supreme Court laid down the following principle:-

"Such a grant cannot be regarded as a lease, for a lease contemplates any right for a transfer of a right in the consideration price paid or promised or service or other things of value to be rendered periodically or on specified again to the transferor. The grant does not



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purport to demise a right of enjoyment of land. It confers right of ownership in then land. There is gain no contractual right reserved. It is specifically or by implication to determine the right. The reservation and reversion remained and remains yearly and runs, years and profits of all lands determine and property in the 3 premise is of nature of a restriction upon the said transfer and does not restrict the equality of ing soid. The rent to be demanded was again not stipulated as consideration for the grant of the right to enjoy the land but expressly in consideration of granting freedem from liability to pay assessment."

Having considered the overall legal position viz a viz facts of the present-

duty on the value as calculated in the Memorandum of Understand dated 21st August, 2009 and not as per the Ready Reckoner.

I have nothing more to add.

Justice Arvind V. Savant (Retd.)

Mumbai Dated: 27th October 2009

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Total - 98185-1050M

मोलमत्ता पत्रक तालुका/न.धु.या.का. -- न.भू.अ. मृतुंड विभाग/भौजे --पास्पोली शिट नंबर स्टनबर श्री नगर म्भापन तपशील आर्थि चो.मी. स्मांक । फा प्ली ने ८७ न.पू.क्र. ८६ पहा [क-t] el.f 09*f 3* मुविधार्धिकार

हक्काचामूक बारक [मोपाल चंद्रभान शर्मा]
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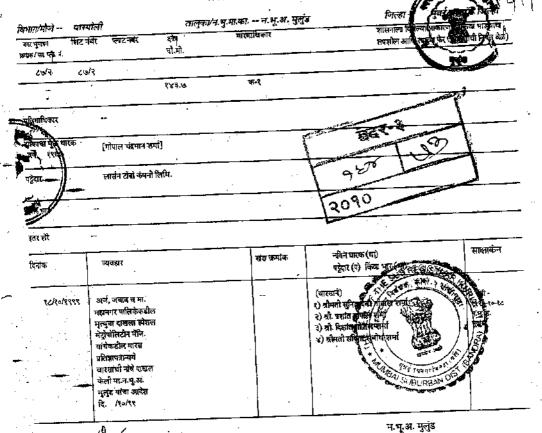
खंड क्रमांक ध्यवहार पट्टेरार (प) किया भार (ग) कस्माने (धा-) १८/१०/१९९१ अर्ज,जबाव व मा. १)श्री सुनिता देवी गोपाळ शर्मा महानगर पालिकेकडील र)श्री प्रसात गोपाळ शर्मा. मृत्युचा दाखला,स्पेशल त्री दिसात गोपाळ शर्माः मेट्रोपॉलिटी पांचेकडील ४)श्रीम संगिता सुबोध शर्याः बारस प्रतिज्ञापत्रान्वये वारसंची नांवे दाखल केली पान भू अ.म् थाया आदेश दिनाक

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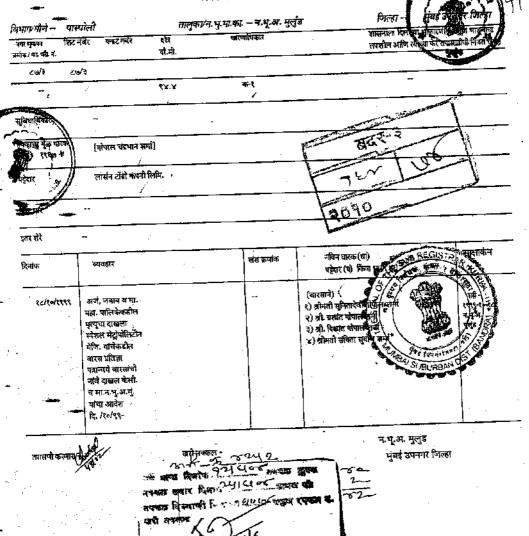
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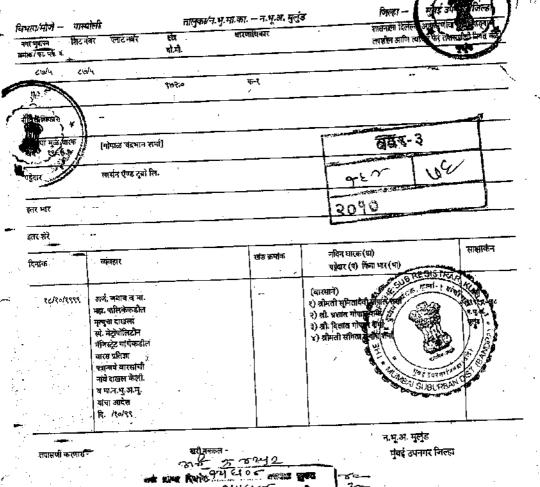
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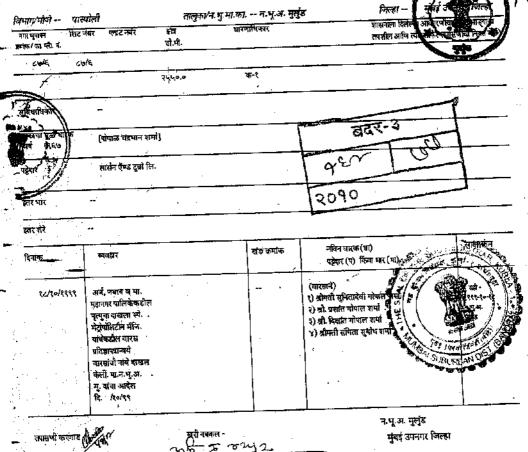
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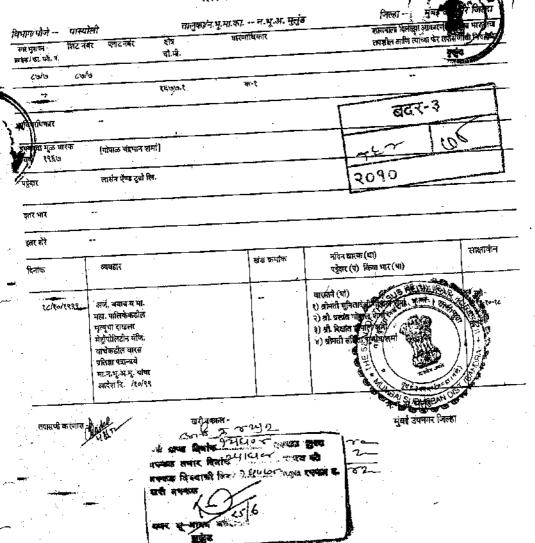
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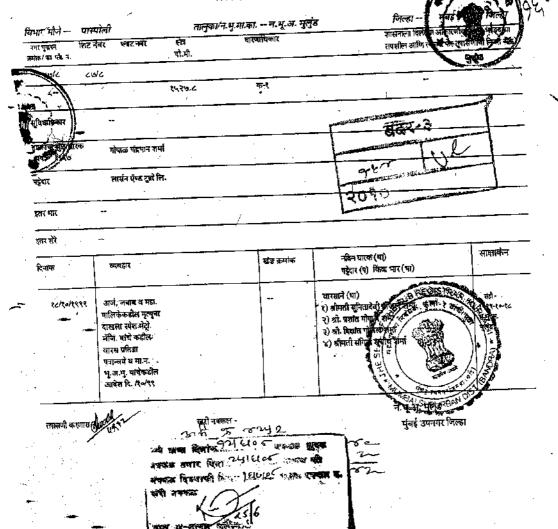


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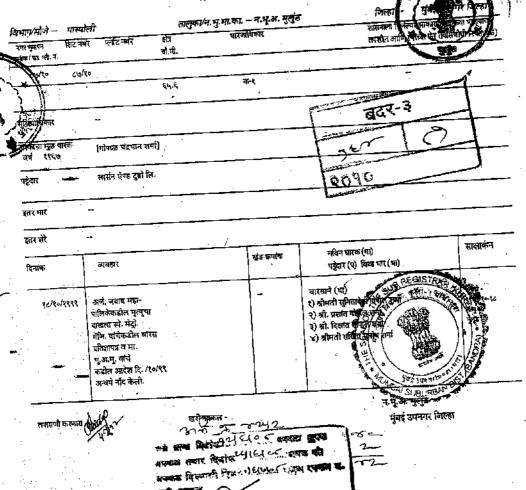


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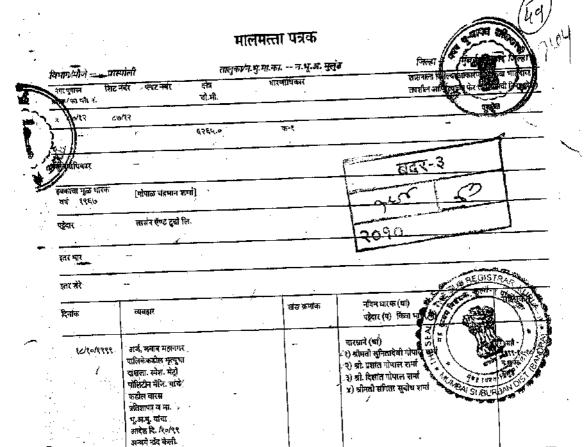
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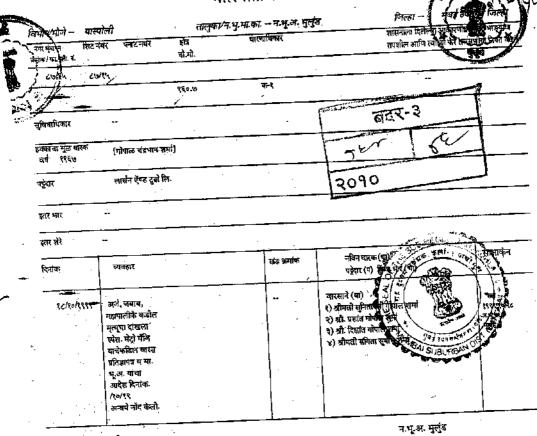
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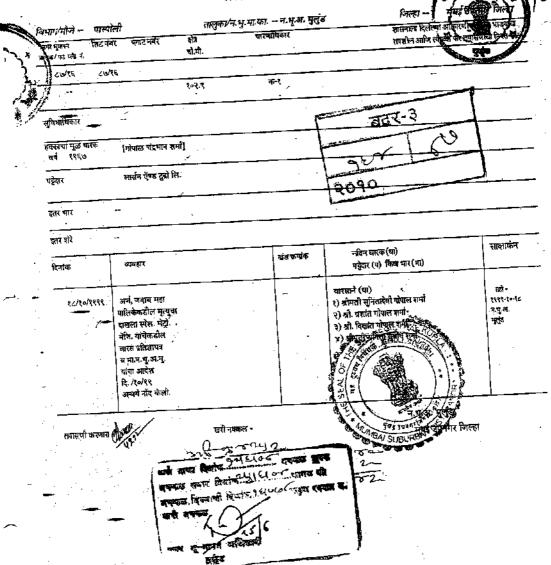
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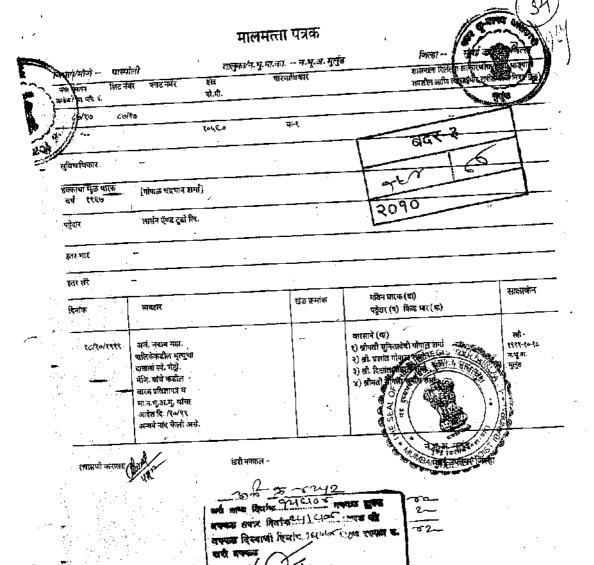


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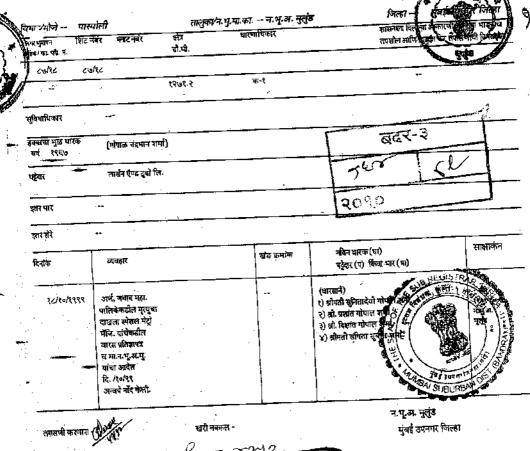
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भाग साथ विश्वविद्यार्थ दिन विश्वविद्या स्थापन के सम्बद्ध तबार विश्वविद्यार्थ है। इ.स. १९६० विश्वविद्या स्थापन के

Stamps and Registration Department Office of The Sub Registrar Jaipur II

Jaipur

(Rule 75 & 131)

FEE RECEIPT

11/04/2008 Date 2008052005177 Fee Receipt No 2008052004982 Document S. No SUNITA SHARMA Presenter Name

Presenter/Property Address E 104 KAMAL APARTMENT, NEAR RAM MANDIR, BANIPARK, JAIPURNUII

Power of Att.for Sale of immov.prop.(WITHIN BLOOD RELATION) Document Type

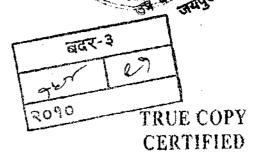
Payment Cash PRASHANT SHARMA Mode Claiment Name 100 Stamp Value **Evaluated Value** Face Value commission 100 Ord- registration fee

Total:

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BKISHIN B. SHARMA XDVOCATE & NOTARY 1, OJAS BLDG., GROUND FLOOR, NEAR RATION OFFICE, S. N. ROAD. MULUND (W), MUMBAL 400 GEO.

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में श्रीमेदी स्वर्गीन और आयु 72 वर्ष धर्मपत्नि स्वर्गीय श्री गोपाल शर्मा जाति सहस्य निवासी फ्लैट नम्बर ई-104, कमल अपार्टमेंट्स, राम मंदिर के पास, बनीपार्क, जयपुर की हूँ।

मेरी आयु 70 वर्ष की हो चुकी है इस कारण में भारतवर्ष में स्थित सभी अपनी चल-अचल सम्पत्ति की देखरेख करने में असमर्थ हूं, इसलिये मैं अपने बड़े पुत्र प्रशांत शर्मा आयु 45 वर्ष पुत्र स्वर्गीय श्री गोपाल शर्मा जाति ब्राह्मण हाल निवासी फ्लैट नम्बर ई-104, कमल अपार्टमेंट्स,

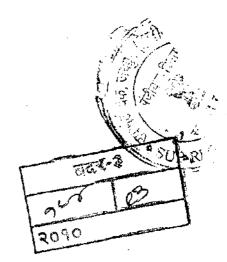
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बदर-३ १०००

राम मंदिर के पास, बनीपार्क, जयपुर को अपना मुख्तयार आम नियुक्त कर अधिकार देती हूं कि :-

(2)

- 1. यह कि उक्त मुख्तयार आम मेरी समस्त चल (बैंक खाते, फर्मों में हिस्सा, कम्पनीयों में शेयर आदि व अचल सम्पत्ति (फर्म, कम्पनी, जमीन, कृषि भूमि, मकान, फ्लैट्स, कॉम्पलेक्सों में हिस्सा, टॉउनशिप में हिस्सा, राजस्थान, महाराष्ट्र व देश के अन्य स्थानों में स्थित में हिस्सा, राजस्थान, महाराष्ट्र व देश के अन्य स्थानों में स्थित मूखण्ड आदि अचल सम्पत्ति), अचल सम्पत्ति में अविभाजित हिस्सा (Undivided Share in all Immovable property) जो आज तक कायम हैं अथवा भविष्य में कायम होगी की मेरी ओर से देखरेख करें, किराये / लीज पर देकर किरायानामा / लीज किराये / लीज पर देकर किरायानामा / लीज किराये करें, किराये | किराया प्राप्त करे, रसीद देवे, किराये करके कब्जा लेवे, सम्पत्ति के मानचित्र अनुमहिता करावे, विकास प्रकार कपान्तित करावे, निर्माण व परिवर्तन इत्यादि करावे, विकास प्रकार की फीस, शुल्क, पेलेन्टी इत्यादि जमा करवाकर हैंभी व प्राप्त की फीस, शुल्क, पेलेन्टी इत्यादि जमा करवाकर हैंभी व प्राप्त
 - 2. यह कि उक्त मुख्तयार आम मेरी ओर से मेरी कि कि मिल्कि मेरी सम्पत्ति के सम्बन्ध में लोन इत्यादि प्राप्त करे, लोन के सम्बन्ध में लोन इत्यादि प्राप्त करे, लोन के सम्बन्ध मेरी समस्त प्रकार की चल व अचल सम्पत्ति की सिक्योरिटी देवे अथवा रहन करे, रहन नामा, बॉड इत्यादि पर मेरी ओर से अपने हस्ताक्षर करके रिजस्ट्री करावे, बयान देवे, तसदीक करे तथा लोन, रहन राशि इत्यादि की अदायगी करके सम्पत्ति भार से मुक्त करावे।
 - उ. यह कि उक्त मुख्तयार आम कारोबार स्थापित करे तथा कारोबार में किसी भागीदार को सम्मिलित करे, भागीदारी पत्र (पार्टनरिशप डीड) इत्यादि अपने हस्ताक्षरों से निष्पादित करे अथवा भागीदार को साझेदारी से पृथक करे तथा साझा भंग पत्र अथवा साझेदारी निवृती पत्र इत्यादि तहरीर व तकमील करे तथा तसदीक करे।
 - 4. यह कि उक्त मुख्तयार आम कारोबार के सम्बन्ध में प्रत्येक प्रकार की कार्यवाही अपने दस्तखती करे, हिसाब का निरीक्षण करे तथा प्रमाणित करे, बैंक में मेरी ओर से अथवा मेरे कारोबार की ओर से रूपया जमा करावे अथवा रूपया बैंक से प्राप्त करे, चैक, विझाल इत्यादि पर मेरी ओर से अपने हस्ताक्षर करे, नये खाते खुलावे, बंद करावे।
 - यह कि भारतवर्ष में मेरे नाम अथवा मेरे कारोबार के नाम से कोई भी चल व अचल सम्पत्ति खरीद करना तय करके इकरारनामा लहरीर व

sut sunita



पंजीवन हिं जयपुर आजं दिलांक 11 मार अप्रैल सन् 2008 को 04:21 PM बजे श्रीश्रीमती/बुश्नी SUNITA SHARMA पुंत्रपुर्वी/पत्नी श्री GOPAL SHARMA उस 72 वर्ष, जाति BRAHMIN व्यवसाय HOUSE WIFE निवासी E 104 KAMAL APARTMENT, NEAR RAM MANDIR MIPPARK, JAIPUR NUII ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताहार प्रस्तुतकर्ता इस्ताहार उप पंजीयक, (2008052004982) JAIPUR-II

(20080)2004962)
(Power of Att.for Sale of immov.prop.(WITHIN BLOOD RELATION))

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व्याप-३





तकमील करे, रूपये का भुगतोत्र करे तथा निक्रय पत्र की रजिस्ट्री पर मेरी ओर से बतौर खरीददार के अपने हस्ताक्षर करके कब्जा प्राप्त करे अथवा अनुबन्ध निरस्त करे।

6. यह कि उक्त मुख्तयार आम मेरी चल व अंचुल सूम्पृत्ति को किसी भी यावित को विक्रय करना तय करके इक्त्रपूर्णमा वहरीर व सकनील करे, स्तपया प्राप्त करे, रसीद देवे, विक्रय पत्र व अन्य किसी प्रकार के हस्तान्तरण पत्र, रहननामा, बंधक पत्र इत्यादि पर मेरी ओर से अपने हस्ताक्षर करे, रिजरट्री करावे, बयान देवे तथा तस्त्रीक करे।

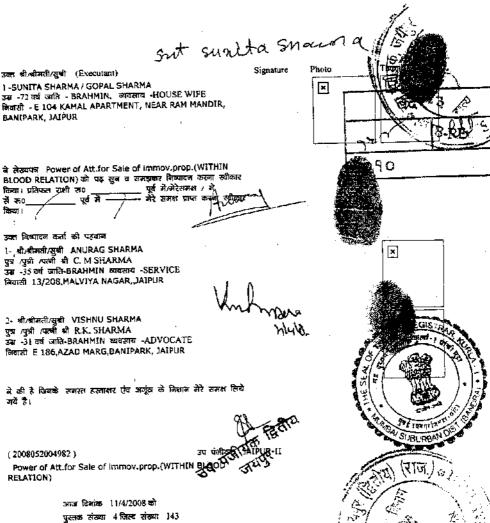
7. यह कि उक्त मुख्तयार आम मेरी चल व अचल सम्पत्ति क्रय करने अथवा विक्रय करने तथा कारोबार अथवा अन्य किला किला हस्तान्ति करने, गारन्टी देने इत्यादि के सम्बन्ध के प्रतिक करने, गारन्टी देने इत्यादि के सम्बन्ध के प्रतिक करने, अण्डरटेकिंग, बॉड इत्यादि पर मेरी ओर से किना इस्ताविष्ठ करे।

8. यह कि उक्त मुख्तयार आम मेरी चल व अचल सम्मित्त क्रिक्ट के सम्बन्ध में किसी प्रकार का कोई झगड़ा टन्टी किसी मी कार्यालय अथवा न्यायालय जो वर्तमान में कायम है तथा भविष्य में कायम हो उन सबमें मेरी ओर से उपस्थित होकर प्रत्येक प्रकार की लिखित एवं मौखित कार्यवाही करे अर्थात प्रार्थनापत्र शपथपत्र, दावा, जवाबदादा, अपील, निगरानी, राजीनामा, याधिका आदि पर मेरी ओर से अपने हस्ताक्षर करके प्रस्तुत करे, प्रमाणित करे, एवं बयान देवे, मेरी ओर से प्रत्येक प्रकार की लिखित एवं मौखिक साक्ष्य प्रस्तुत करे, मेरी ओर से प्रत्येक प्रकार की लिखित एवं मौखिक साक्ष्य प्रस्तुत करे, मेरी ओर से उक्त सम्पत्ति के बाबत किसी को भी नोटिस अथवा जवाब नोटिस प्रेषित करे. सम्मन, वारन्ट नोटिस आदि की तामील करावे, डिक्री, कुर्की आदि की इजराय कराये, आवश्यकता पड़ने पर मेरी ओर से मेरी उपरोक्त वर्णित सम्पत्ति के बाबत किसी भी एडबोकेट को नियुक्त करे, मेहनताना अदा करे, रसीद प्राप्त करे, प्रमाणित करे एवम पृथक करें।

9. यह कि उक्त मुख्तयार आम मेरी प्रत्येक प्रकार की चल व अचल सम्पत्ति व कारोबार के सम्बन्ध में किसी भी कार्यालय, न्यायालय, तहसील, बैंक, सचिवालय, विकासन्यास, नगर निगम, आयकर विभाग, बिक्री कर विभाग, कम्पनी रिजिस्ट्रार, रेवेन्यू बोर्ड, म्यूनिसिपल कौंसिल,

gut sunta snown

जुप पंजीवक दितीय



आज दिशांक 11/4/2008 को पुरतक संख्या 4 जिल्ह संख्या 143 में पहुर संख्या 56 क्रम संख्या 2008052000263पर पंजिबद्ध किया गया तया अतिरियत पुस्तक संख्या ४ जिल्ह संख्या ५८७ के पुष्ठ संख्या 495 से 501 पर करूप किया गया।

उक्त श्री/श्रीमती/सुश्री (Executant)

BANTPARK, JAIPUR

किया। प्रतिष्टल रूपी रा०

उक्त विध्यादन कर्जा की परवान

2- श्री/श्रीमती/खुबी VISHNU SHARMA पुत्र /पुत्री (परबी भी R.K. SHARMA

রীক০ু किया।

गर्ये हैं।

(2008052004982)

उप पंजीयक, JAJPUR-गुर्ह्स (2008052004982) Power of Att.for Sale of immov.prop.(WITHERELOOP ELATION)



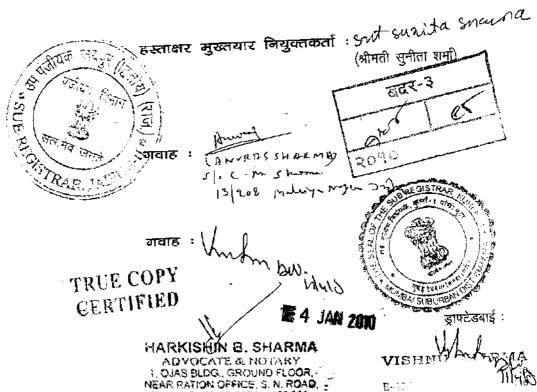


(4)

प्राधिकरण इत्यादि विभाग जो आज तक कायम हैं अथवा भविष्य में कायम हो मैं मेरी ओर से प्रत्येक प्रकार की पैरवी व जवाबदेही लिखित व मौखिक करे।

सारांश यह है कि उक्त मुख्ल्यारआम मेरी ओर से समस्त लिखितं एवं मौखिक कार्यवाही अपने हस्ताक्षरों से करे, उक्त मुख्त्यार आम द्वारा किये गये समस्त कार्य मुझे अपने किये हुये के समान स्वीकार व अंगीकार होगे।

अतः यह मुख्तयारनामा आम मैने अपनी राजी-खुशी, स्वरथ चित्त तथा स्थिर बुद्धि की अवस्था में 100/- रूपये के एक मुद्रा पत्र व तीन पेपरों पर लिखवा समक्ष गवाहान अपने हस्ताक्षर कर दिये हैं कि प्रमाण रहे और समय पर काम आये इति दिनांक 11 अप्रैल सन् 2008 ईस्वी।



उप पंजीयक हितीय जयपुर

MULUND (W), MUMBAI - 400 080.

 $E_{\uparrow\uparrow} \in \mathbb{R}$ 1889

CHEMICAL MERCHA REGG, m. PEP

Stamps and Registration Department Office of The Sub Registrar Jaipur II

Jaipur,

(Rule 75 & 131)

FEE RECEIPT

11/04/2008 20080 12005178 Fee Receipt No 2008052004983 Document S. No DEEKSHANT SHARMA Presenter Name Presenter/Property Address E 104 KAMAL APARTMENT, NEAR RAM MANDIR, BANIPARK, JAIPURNUII Power of Att.for Sale of Immov.prop.(WITHIN BLOOD RELATION) Document Type Payment Cash Mode PRASHANT SHARMA Claiment Name 100 Stamp Value Face Value commasio Ord- registration fee cst_less_50000 stamp(memorandom) Penalty stamp duty

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us_25_34

Cashier

Two Thousand One Hundred Off

क्षप्त संस्थानिक हितीय

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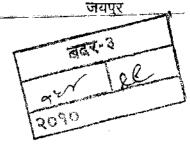
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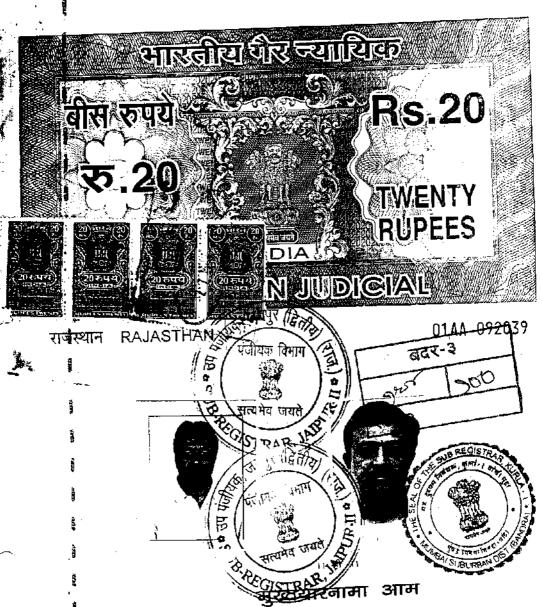


写4 JAN 2000

HARKISHIN B. SHARMA

1, OJAS BLOG., GROUND FLOOR, NEAR RATION OFFICE, S. N. ROAD, MULUND (W), MUMBAI - 400 080.





मैं दीक्षांत शर्मा आयु 42 वर्ष पुत्र स्वर्गीय श्री गोपाल शर्मा जाति ब्राह्मण निवासी फ्लैट नम्बर ई_ल 104, कमल अपार्टमेंट्स, राम मंदिर के पास, बनीपार्क, जयपुर का हूँ।

मैं अपने कार्यों में काफी व्यस्त रहता हूं इस कारण मैं भारतवर्ष में रिधत अपनी सभी चल—अचल सम्पत्ति की देखरेख करने में असमर्थ हूं, इसलिये मैं अपने बड़े भ्राता प्रशांत शर्मा आयु 45 वर्ष पुत्र स्वर्गीय इसलिये मैं अपने बड़े भ्राता प्रशांत शर्मा आयु 45 वर्ष पुत्र स्वर्गीय उपनीय कि विवासी प्रतेट नम्बर ई—104, कमल

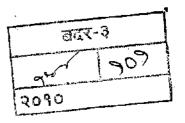


1 1 APR 2008

4. 4. 56 11 5) HI (21 1/2) Not 27 1/7 (21 1/2) Total 1/2 (21 1/2)

> **প্রাক্ষার্ম্য ভারতার** জ জেল্ল টিটার জিল্লের কলক্ষ্ম গ্রন্<u>থরে</u>













अपार्टमेंट्स, राम मंदिर के पास, बनीपार्क, जयपुर को अपना मुख्तयार आम नियुक्त कर अधिकार देता हूं कि :--

- 1. यह कि उक्त मुख्तयार आम मेरी समस्त चल (बैंक खाते, फर्मी में हिस्सा, कम्पनीयों में शेयर आदि व अचल सम्पत्ति (फर्म, कम्पनी, जमीन, कृषि भूमि, मकान, फ्लैट्स, कॉम्पलेक्सों में हिस्सा, टॉउनिशिप में हिस्सा, राजस्थान, महाराष्ट्र व देश के अन्य स्थानों में स्थित मूखण्ड आदि अचल सम्पत्ति), अचल सम्पत्ति में अविभाजित हिस्सा (Undivided Share in all Immovable property) जो आज तक कायम हैं अथवा भविष्य में कायम होगी की सूर्य अस से देखरेख करे, किराये / लीज पर देकर किरायानामा / लीज डीड तहरीर व तकमील करावे, किराया प्राप्त करे, रानीव देहे, किरायोदीर को बेवाबल करावे, किराया प्राप्त करे, रानीव देहे, किरायोदीर को बेवाबल करावे, किराया प्राप्त करे, रानीव देहे, किरायोदीर को बेवाबल करावे, किरायो प्राप्त करें सम्पत्ति के मानचित्र अनुमोदिन करावे, राम्पत्ति करावे, निर्माण व परिवर्तनिश्वस्थिति करावे, किसी प्रकार की फीस, शुल्क, पेलेन्टी इत्यादि जमा करवाकर रसीद प्राप्त करें।
 - 2. यह कि उक्त मुख्तयार आम मेरी ओर से मेरी समी की सम्मित के सम्बन्ध में लोन इत्यादि प्राप्त करे, ले कि सम्बन्ध में लोन इत्यादि प्राप्त करे, ले कि सम्बन्ध में लोन इत्यादि प्राप्त करे, ले कि सम्मित प्रकार की चल व अचल सम्पत्ति की सम्प्रियोति है व अविष् रहन करे, रहन नामा, बॉड इत्यादि पर मेरी आई से कि हस्तोह र रहन करके रजिस्ट्री करावे, बयान देवे, तसदीक कर तथा लोनो कि राधि इत्यादि की अदायगी करके सम्पत्ति भार से मुक्त करावे।
 - 3. यह कि उक्त मुख्तयार आम कारोबार स्थापित के प्राथमिक के मिल्राहिक के मिल्राहिक करे मागीदारी पत्र (पार्टनरिशप डीड) इत्यादि अपने हस्ताक्षरों से निष्पादित करे अथवा भागीदार को साझेदारी से पृथक करे तथा साझा भंग पत्र अथवा साझेदारी निवृती पत्र इत्यादि तहरीर व तकमील करे तथा तसदीक करे।
 - 4. यह कि उक्त मुख्तयार आम कारोबार के सम्बन्ध में प्रत्येक प्रकार की कार्यवाही अपने दस्तखती करे, हिसाब का निरीक्षण करे तथा प्रमाणित करे, बैंक में मेरी ओर से अथवा मेरे कारोबार की ओर से रूपया जमा करावे अथवा रूपया बैंक से प्राप्त करे, चैक, विङ्गाल इत्यादि पर मेरी ओर से अपने हस्ताक्षर करे, नये खाते खुलावे, बंद करावे।
 - 5. यह कि भारतवर्ष में मेरे नाम अथवा मेरे कारोबार के नाम से कोई भी चल व अचल सम्पत्ति खरीद करना तय करके इकरारनामा तहरीर व



उप पंजीयक द्वितीय जयपुर TRAIN SEASON TO THE PARTY OF TH

आज दिबांक 11 मार्ड अप्रैल सन् 2008 को 04:25 PM बजे भी/भीमती/सुमी DEEKSHANT SHARMA पुत्र/पुत्री/पत्नी भी GOPAL SHARMA

उद्ध 42 वर्ष, जाति BRAHMIN व्यवसाय BUSINESS विवासी E 104 KAMAL APARTMENT, NEAR RAM MANDIR, BANIPARK, JAIPUR गणी

वे मेरे हैम्बुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

Spoins

हस्ताकर प्रस्तुतकर्ता हस्ताक्षर उपन्यासिक

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((Fower of Att.for Sale of immort prop (Will in BLOOD RELATION)))



RAR, 1 NO. 19

तकमील करे, रूपये का भुगतान करे तथा विक्रय पत्र की रिजिस्ट्री पर मेरी ओर से बतौर खरीददार के अबदा इस्ताक्षर करके कब्जा प्राप्त करे अथवा अनुबन्ध निरस्त करे।

- 6. यह कि उक्त मुख्तयार आम मेरी चल व अचल सम्पत्ति को किसी भी व्यक्ति को विक्रय करना तय करके इकरारनामा तहरीर व तकमील करे, रूपया प्राप्त करे, रसीद देवे, विक्रय पत्र व अच्च किसी प्रकार के हस्तान्तरण पत्र, रहननामा, बंधक पत्र इत्यादि पर्श्विक और से अपने हस्ताक्षर करे, रिजस्ट्री करावे, बयान देवे बक्क तस्वीक करे।
- 7. यह कि उक्त मुख्तयार आम मेरी चला व अव्यक्त सम्मित क्रय करने अथवा विक्रय करने तथा कारोबार अर्थता अन्य किसी अन्य करने हस्तान्तिरत करने, गारन्टी देने इत्यादि के सम्बन्ध में प्रत्येक प्रकार का दिलेख निष्पादित करे तथा तसदीक करे, प्रार्थना पत्र,, शपथ-पत्र, अण्डरटेकिंग, बॉड इत्यादि पर मेरी ओर से अपने हस्ताक्षर करे तथा तसदीक करे।
 - - 9. यह कि उक्त मुख्तयार आम मेरी प्रत्येक प्रकार की चल व अचल सम्पत्ति व कारोबार के सम्बन्ध में किसी भी कार्यालय, न्यायालय, तहसील, बैंक, सचिवालय, विकासन्यास, नगर निगम, आयकर विभाग, बिक्री कर विभाग, कम्पनी रजिस्ट्रार, रेवेन्यू बोर्ड, म्यूनिसिपल कौंसिल,



उप पंजीयक दितीय जयपुर



उक्त बी/बीमती/सुबी (Executant) l -DEEKSHANT SHARMA / GOPAL SHARMA उस -42 वर्ष जाति - BRAHMIN, ध्यावसाय -BUSINESS क्रियारो - E 104 KAMAL APARTMENT, NEAR RAM MANDIR, BANIPARK, JAIPUR

दे लेक्टापत्र Power of Att.for Sale of immov.prop.(W]THIN BLOOD RELATION) को पर सुन व समझकर नियादन करना स्थीकार पूर्व में/मेरेसमक / में - मेरे समक्ष प्राप्त करना स्वीयार किया। प्रतिफल राशी रू०

उक्त विष्णादन कर्ता की पहचान L- बीलीनती/सुनी ANURAG SHARMA पुत्र गुजी /फली श्री C. M SHARMA उम्र -35 वर्ष जाति-BRAHMIN व्यवसाय -SERVICE FIRST 13/208, MALVIYA NAGAR, JAIPUR

2- शी/बीमती/सुबी VISHNU SHARMA पुत्र /पुत्री /पुरुषी भी R.K. SHARMA इम्र -31 वर्ष जाति-BRAHMIN व्यवसाय -ADVOCATE FIRST E 186,AZAD MARG BANIPARK, JAIPUR

बे की है जिनके समस्त हस्ताधर एंद अगूंज के निशान मेरे समक्ष लिये गर्वे है।

(2008052004983)

Power of Att.for Sale of Immov.prop.(WITHIN BLOODS AND RELATION) RELATION)

> आज दिनोंक 11/4/2008 को पुरतक संख्या 4 जिल्द संख्या 143 में पहुड संख्या 57 क्रम संख्या 2008052000264पर पंजिबद्ध किया गया तथा अतिरिक्त पुस्तक संख्या ४ जिल्द संख्या 587 के पृष्ठ संख्या 502 से 508 वर चस्पा किया गया।

(2008052004983) Power of Att. for Sale of Immov, wor. (WITH BOOD RELATION)

Photo Signature त्रदर-३ ×







(4) प्राधिकरण इत्यादि विभाग जो आज तक क्यूंग हैं अथवा भविष्य में कायम हो में मेरी ओर से प्रत्येक प्रकार की पैरवी व जवाबदेही लिखित व मौखिक करे।

सारांश यह है कि उक्त मुख्ल्यारआम मेरी ओर से समस्त लिखित एवं मौखिक कार्यवाही अपने हस्ताक्षरों से करे, उक्त मुख्त्यार आम द्वारा किये गये समस्त कार्य मुझे अपने किये हुये के समान स्वीकार व अंगीकार होगे।

अतः यह मुख्तयारनामा आम मैनें अपनी राजी-तथा स्थिर बुद्धि की अवस्था में 100/- रूपये के एक उन्हें पेपूरों पर लिखवा समक्ष गवाहान अपने हस्ताक्षर कर् और समय पर काम आये इति दिनांक 11 अप्रैल र हस्ताक्षर मुख्तयार नियुक्तकर्ताः

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(BNURBS SHARMB

TRUE COPY GERTIFIED

गवाह :

Malo

- 4 JAN 2000

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ड्राफ्टेडबाई :

M.No. 9414251023, CD31211889

जयपुर

HARKISHIN B. SHARMA ADVOCATE & NOTARY 1, OJAS BLDG., GROUND FLOOR. NEAR RATION OFFICE, S. N. ROAD, MULUND (W), MUMBAI - 400 080.

--- J/14

Thursday, April 24, 2008

12:17:24 PM

पावती

Original

नोंदणी 39 म. संबद्धाः 39 M

पावती क्र. : 3471

गावाचे नाव सार्की

. হিনাক - 24/04/2008

दस्तऐवजाचा अनुक्रमांक

वदर3 - 03411 - 2008

टस्ता ऐवजाचा प्रकार

मुखत्यारनामा 🦠

DELIVERED

सादर करणाराचे नायः संगिता सुबोध शर्मा - -

नोंदणी फी

100.00

नादणा फा

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नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (10) 200.00

एकूण

300.00

आपणास हा दस्त अंदाजे 12:32PM ह्या वेळेस मिलेल

DELIVERED

्री रिप्पूलपीट द्वारम निवधक करमा निवधकार करनी—

बाजार मुल्यः ० रु.

मोबदलाः भूकिई उपनगर जिल्हाः

भरतेले मुद्रांक शुल्क: 100 रु.

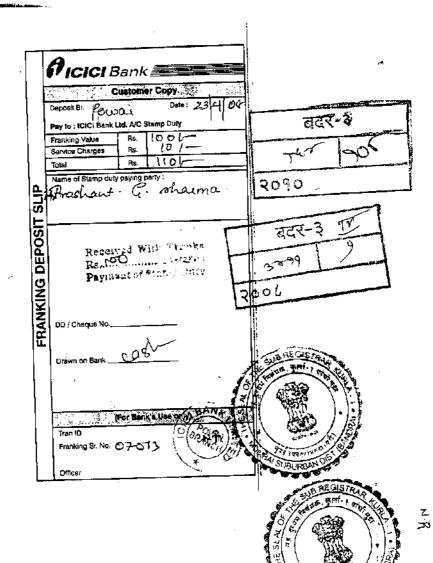
TRUE COPY CERTIFIED

4 JAN 2010

HARKISHIN B. SHARMA ADVOCATE & NOTARY 1, OJAS BLOG., GROUND FLOOR. NEAR RATION OFFICE, S. N. ROAD. MULUND (W), MUMBAI - 400 080.







I, SANGEETA SUBODH SHARMA, aged about 39 years, adult, Indian Inhabitant of Mumbai, residing at Sharma Bunglow, Near Swami Narayan Temple, Powai, Mumbai-400 076, do hereby send greetings.

GENERAL POWER OF ATTORNEY

(Without Consideration)

WHERES, I alongwith 1. Smt: Sunitadevi Gopal Sharma, 2. Dixant Gopal Sharma,

3. Prashant Gopal Sharma are legally lawfully seized possessed and occupied appropriate and parcel of land together with the various structures standing thereon lying being situated at Village Tirandaz, Saki, Paspoli, Chandivali, Kopri, Powai particularly the property and such other village in Kurla Taluka.

AND WHEREAS, I am also holding certain moveable and and being situated in Mumbai and/or in the State of Maharash

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AND WHEREAS, as I am residing out of Mumbsi unable to look after and attend to the said property.

AND WHEREAS, I hereby am desirous to appoint, nominate and constitute my brother, Mr. PRASHANT GOPAL SHARMA, co-owner in respect of the shove property true and lawful attorney to do any of the following acts, deeds, matters, things, mentioned hereinafter.

NOW KNOW YE ALL THESE PRESENTS SHALL WIRLESSETH THAT I SANGEETA SUBODH SHARMA, do hereby appoint nominate and constitute MR. PRASHANT GOPAL SHARMA for me and on my behalf as my true and tawking attorney to do any of the following acts, deeds, matters and things and to exercise and charges and authorities hereby conferred THAT IS TO SAY

1. To look after and manage the affairs in my name of my behalf of the property.

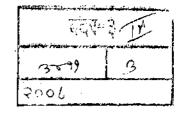
To look after the day-to-day affairs of the said property.

3. To negotiate to sell assign transfer the said property or part of the enter into agreements, Deed of Conveyance, Sale Deed, Deed Modification, Deed of Rectification, LEASE Deeds, Territory Reversionary right or agreements as my said attorney may deem fi

4. To negotiate in respect of the said property in my name and on my beautiful. sign the aforesaid deeds or documents and also to accept valid consideration on my behalf from the prospective purchasers, builders, Developers, or any other person or persons.

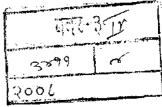
5. To commence any action, or other proceedings in any Court in Mumbai, or in any other Court of justice including Supreme Court of India at Delhi or before any authority, Tribunal, Government or any other Local Body and/ or any other Cooperative Housing Society in respect of any litigation and/or connected therewith and/or in respect of the said property and to defend any actions, suit, disputes proceedings, taken against me in respect of the said property or proceedings. and/or to prosecute od discontinue or become non suited to therein/or adjust and comprise as my Attorney/s shall see or use to be advised.

6. To move and represent us before the Supreme Court of India, and any other the supreme Court of India, and India or Courts Civil Criminal, Magistrate, Appellate, Tribunal, Income Take any Public Body or Officers, Municipal Authorities or in any Court of law avided Civil, Criminal, Appellate, Regional Revenue etc. jurisdiction till and actions suit and proceedings commenced by me or against me finally decided.



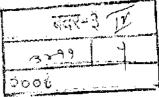
- 7. To sign, execute, verify and declare Writ Petition, Revision Applications, plaints, claims, reference review applications, Revisions, applications, Petitioner's affidavits, Memo of Appeals, Written Statements, representations consent Terms or any other documents which may be necessary for exercising the power contained under this Power of Attorney as it may deem fit proper and expedient to my said Attorney.
- 8. To appoint Advocates, Lawyers, Pleaders, or Solicitors, Counsels, for the purposes of any legal matters pertaining to the said property and for that purposes to sign and execute the necessary Vakalatnamas or latters of authorities in favour of such professional persons and to fix their fees and remunerations and to discharge and terminate their services, whatever necessary in so far as the same is necessary for the matters relating to the said property.
- 9. To accept and attend to the services of any Notices, Summons or which any Court. Indian Post & Telegraphs Department, Revenue Office and property legal body or any person whosoever against me in respect of the matters relating to and concerning to my said property as more particularly mentioned in above.
- 10. To make applications to the Municipal Corporation of Greater Developers, Promoters, Society, Collector and/or such other authorities of Tribunals and to communicate correspondence with such furnoaties perfaming and touching with the business and affairs of my said property for that purpose to execute if necessary bonds, declarations, signing necessary forms, etc. in respect thereof.
- 11. To apply, obtain procure and receive certified copies of any stream of writings for any authorities. Body, Court, Revenue Authority, Notary or Sub-Registrar of Assurances, anywhere in India pertaining to the aforesaid said property.
- 12. To lead evidence including production of documents on my behalf and on my name in any of the legal proceedings, mentioned which may be instituted either on my behalf or against me in respect of the said property.
- 13. To produce documentary evidence that may be necessary and to withdraw the Exhibits or moneys on my behalf and to pass receipts and proper discharge of the receipts of such documents, exhibits, moneys, etc.
- 14. To look after the said Property and also to pay the Government Taxes, NA Assessment Taxes, Water meter, Electric Meter and/or all such other charges from time to time in respect of the said Property.

8



- 15. To execute Agreement for Sale and/or Development Agreement in respect of the said Property on my behalf and to complete and comply with all the formalities for completing the transaction, including execution of appropriate Decis, documents, Bonds, letters etc.
- 16. To execute Agreement for Sale and/or Development Agreement in respect of the said Property and to lodge the same for registration and/or to admit execution of the said documents on my behalf.
- 17. To represent us before the Sub-Registrar authorities Tansildar, Government a Semi-Government, Gram Panchayat authorities for the sale of the said property.
- 18. To apply to the appropriate authorities for survey of the said property and necessary to take steps to correct the area thereof in the revenue and other purity records and for the said purpose to take all appropriate steps and proceedings.
- 19. To take all steps to perfect my title to the said property in all respect and tax outgoings thereof.
- 20. To represent me and appear before the authorities in charge of assessment of the said property and/or of any structure standing thereon to Municipal/local taxes and revenue assessments, make and furnish information to such authorities and file appeals, revisions against any orders had may be passed by such authorities and in general to take and adopt all lapsed in my said. Attorney may appear necessary or proper in such matters of the second second in general to take and adopt all lapsed in my said.
- 21. To carry on correspondence and negotiation with the person, company government or semi/government bodies and all other persons of the semi-government bodies are semi-government bodies.
- 22. To pay to persons and authorities including the Municipal Corporation of greater Mumbai, Mumbai Suburban Electric Supply Ltd. and other authorities fees and deposits for providing water, electricity, etc. and other facilities and services on the said property and in due course apply for refund thereof and make and issue appropriate receipts and discharges for such refunds.
- 23. To communicate correspondence with the BMC authorities and to obtain permission under the Urban Land Ceiling ct and to approach the Collector, MCGB, approved plan, acquisition procedure.
- 24. To commence any actions or other proceedings in any court of justice or before any authority in respect of any litigation and/or connected therewith a for in respect of the said property.
- 25. To move and represent me before the Magistrate, Appellate Tilbunal, Incommental Officer or any Public Body or officer, to take any actins to cantal the defend suit and proceedings commenced by me or against the

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- 26. To sign execute verify and declare plaint, claims reference, review applications, revisions, applications, Petitions, affidavits etc. which may be necessary for exercising the powers contained under this Power of Attorney as it may deem fit, proper and expedient to my said attorney.
- 27. To appoint advocates, lawyers, Pleaders, and/ or Solicitors for the purpose of any legal matters and to sign and execute necessary Vaka emanties or letters of authorities in favour of such professional person and to fix their fees and remunerations and to discharge and terminate their services, whatever necessary in so far as the same is necessary for the matters mentioned in these presents.
- 28. To accept and attend to services of any notices, summons or write issued by any court.
- 29. To make applications to Municipal authorities, Collector shall or such other authority and to communicate correspondence with such authorities.
- 30. To apply, procure and receive certified copies of any document of triting for any authorities, body, court, Revenue authority, Notary or Sub-regiment.

 Assurances.
- 31. To lead evidence including production of documents on our behalf it can appear any of the legal proceedings mentioned which may be instituted to a supply against us in respect thereof.
- 32. To produce documentary evidence that is necessary.
- or about thereof as effectively to all intents and purposes as the purposes as
- 34. This General Power of Attorney is granted to said Attorney only to act on my behalf and also is granted without any monetary consideration. Any amount payable and or receivable in respect of said act will be debited and/or credited in my Bank Account only.





	बदर-३	V
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2006		

IN WITNESS WHEREOF I, SANGEETA SUBODH SHARMA, have put my hands - below to this writing at Mumbai on \mathcal{L}_1^{m} day of APRIL 2008.

SIGNED SEALED AND DELIVERED by the

Withinnamed, Executant,

Mrs.Sangeeta S. Sharma

In presence of



2. Dolli

Executant

Specimen Signature of

(Mr. Prashant Gopal Sharma)

Constituted Attorney

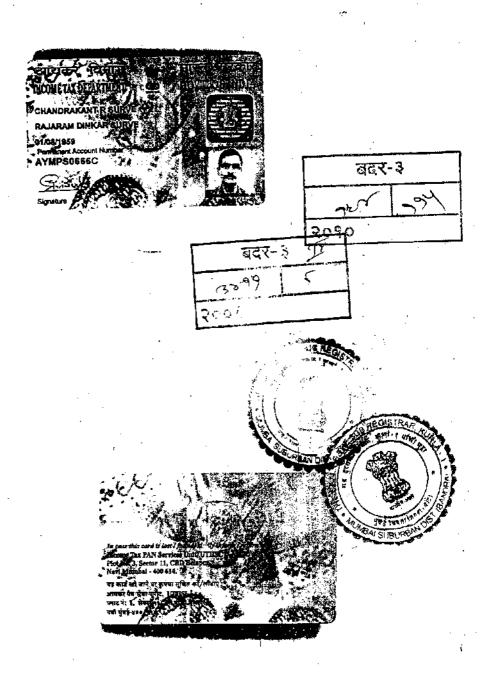






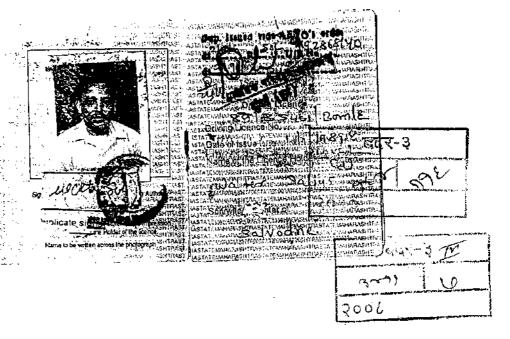
24/04/2008 दुय्यम निबंधकः	दस्त गोषवारा	वदरः भाग-1 दस्त	3 <u>IV</u> इत 3411/2008
12:18:12 pm कुर्ला 1 (कुर्ला) दस्त क्रमांक : 3411/2008 दस्ताचा ग्रकार : मुखत्यारनामा अनु क. पक्षकाराचे नाथ य पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंग्रह्याचा ठसा
नातः 'सरिता सुबोध शर्मा पताः धर/फ्टॅर ते: - गर्रस्ती रस्ती: - ईम्नरतीये जावः शर्मा बंगलो स्थामी मासयण टें वर्ष्ड मुं-78 ईनारत तं: - पेठ 'बसाइत: - साहतः नातुका: - साहुका: -	लिहुन देणार वय 39		
पेन नम्प नाङ पशीत गोपाल रामा पताः घर-एसेट नेः - गल्ली रस्ताः ईसारतीचे नाङ मिलेनियम टॉबर, आय आय दे समोर, आदी शंकराधार्यं मार्ग, पवई मुं 76. ईमारत नेः पेट वसाहतः - शहर १	लिहुन घेणार वय 44 मेन ग्रेस वहीं		





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दस्त गोषवारा भाग - 2

वदर3 दस्त क्रमांक (3411/2008) 90

दस्त क. [बदर3-3411-2008] चा गोषवारा दाजार मुल्य :D मोबदला O भरलेले मुद्रांक शुल्क : 100

दस्त इजर केल्याचा दिनांक :24/04/2008 12:14 PM

निषादनाचा दिनांक : 24/04/2008 दस्त हजर करणा-यांची सही :

Sangilass

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्क। क. 1 ची वेळ : (सादरीकरण) 24/04/2008 12:14 PM

शिक्का क. 2 ची वेळ : (फ़ी) 24/04/2008 12:17 PM शिक्का क. 3 ची बेळ : (कबुली) 24/04/2008 12:18 PM शिक्का क. 4 बी वेळ : (ओळख) 24/04/2008 12:18 PM

दस्त नींद केल्याचा दिनांक : 24/04/2008 12:18 PM

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-योना व्यक्तीशा ओळखतात 🤄

व त्यांची ओळख पटवितात. वात्टर सालीस- - ,घर/फ़लॅट ने: -

ईमारतीचे नावः मिलेनियम टॉवर, आय आय टी मेन गेट समोर, आदी शंकरामार्य मोर्ग, पुवर्ड मु 76.

ईमारत नः -पेठ वसाहतः 🚽

शहर/माव:-

तालुकाः -पिनं: -

2) चंद्रकात सुर्वे - - ,घर/फ़लॅट ने: -गल्ली/रस्ताः -

ईमारतीचे नावः वरीलप्रमाणे

ईमारत नं: -

येड/वसाहतः -

शहर/गाव:-

तालुकाः -

दिनांक:24/04/2008 पावली क्र.:3471 पावतीचे वर्णन नांवः संगिता सुबोध शर्मा 🕡

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रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

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्र प्राधिकाची सही, कुर्ला । (कुर्ला)

वसर-व २०१०

प्रमाणित करण्यात येते कि या दस्तामध्ये एकून (११ (१०) पाने आहेतः

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TRUE COPY CERTIFIED



F 4 JAN 2010

13 - 30 195623 Prevaidation 24/04/2006 13 (U.S. HARKISHIN B. SHARMA ADVOCATE & NOTARY 1, OJAS BLDG., GROUND FLOOR NEAR RATION OFFICE, S. N. ROAD. MULUND (W), MUMBAI - 400 080.



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ARSEN & TOUBRO LIMITED

SECRETARIAL DEPARTMENT

Regd. Off.: L&T House, Ballard Estate, P. O. Box 278, Murnbal 400 001 * Phone * 67525656 * Fax: 91-22-67525893 Website: www.larsentoubro.com

E-Mail:

Ref.:

COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF LARSEN & TOUBRO LIMITED AT ITS MEETING HELD ON DECEMBER 31, 2008, CERTIFIED UNDER SECTION 54 OF THE COMPANIES ACT, 1956.

REVISION IN THE GENERAL POWERS GIVEN TO THE WHOLE-TIME DIRECTORS

"RESOLVED THAT in supersession of all previous resolutions passed by the Board of Directors, the Chairman and Managing Director and the Whole-time Directors of the Company, subject to the supervision and control of the Board of Directors, shall severally carry out and perform such duties as may be entrusted to them by the Board of Directors for managing the business and affairs of the Company and for that purpose the Chairman and Managing Director and the Wholetime Directors are hereby vested with the following powers, viz.

- To appoint and engage staff, permanent or in special services the Company, from and above the level / cadre of Joint General Manager within the overall manpower budget and personal (a) policies approved by the Corporate Management and determine the terms and conditions, powers and authorities of artificial transfer, suspend, terminate and/or initiate disciplinary action against any such staff as the Chairman and Managury Chairman and the Whole-time Directors in their discretion shall this its
- To acquire by purchase, lease, etc. sell, dispose of, provide, maintain and deal in, on such terms and conditions as may be b) deemed necessary, whatever lands, buildings, machineries, engines, plants, apparatus, stores, stock-in-trade and other products, substance and materials of every nature and kind required for the purpose of business of the Company subject to limits fixed by the Corporate Management and within the approved Capital Expenditure Budget;





- To erect, construct, enlarge, improve, alter, maintain, rebuild or reconstruct any buildings, factories, offices, workshops or other structures necessary or convenient for the purpose of the business of the Company, subject to limits fixed by the Corporate Management and within the approved Capital Expenditure Budget;
- d) To enter into all negotiations, sign necessary documents and contracts and to rescind and vary all such documents and contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company for the purpose of the business of the Company;
- e) To institute, conduct, defend, compromise resident to arbitration and abandon any legal or other proceedings, claims and disputes by or against the Company;
- f) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the properties of the Company for the time being or in such other manner as they may think fit;
- g) To receive and give effectual receipts and discharges for and on behalf of the Company for moneys, funds, goods, or property, lent to or payable or belonging to the Company;
- h) To comply with the requirements of any local law which have been opinion, it shall be in the interest of the Company, be necessary or expedient to comply with;
- To represent the Company either severally or otherwise before Central and State Governments and all other controlles whether Municipal, Revenue or Judicial or such whether local authorities or any Bodies Corporate, as the case may be
- j) To enter into arrangements with any Government or Authority Supreme, Municipal, local or otherwise and to obtain from such Government or Authority rights, concessions, allowances, leases and privileges; and
- k) To open, establish, manage and close branch office(s), representative/liaisoning office(s), and project office(s)/ company(les) by whatever name called, in various countries from time to time, subject to approval of the Reserve Bank or India or any other permissions, consents or approvals, as may be required including approvals as may be required under local laws of the respective countries; to appoint, designate and remove Branch Manager(s). Company Representative(s), Project/Company Manager(s), by whatever name called; to sign

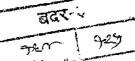
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and execute the certificate of appointment and other necessary papers and documents in connection with opening, establishment, management and closure of such office(s)/Company (ies), by whatever name called, as may be required by the laws of the respective countries.

RESOLVED FURTHER THAT the Chairman and Managing Director and the Whole-time Directors be and are hereby authorised severally to sub-delegate the powers delegated to them by the Board of Directors of the Company, more particularly, powers described in clauses (a) to (k) as they deem fit for smooth running of business to any person not below the grade of "Joint General Manager", except such powers which in the opinion of the Chairman and Managing Director/Whole-time Directors would be "routine powers" that would not have substantial impact on the "state of affairs", "profits" or "cash flows" of the Company, and may be delegated to any person not below the position/grade of "executive"/"supervisor" or the like.

RESOLVED FURTHER THAT, the Chairman and Managing Director or Chief Financial Officer and Member of the Board of the Comparer hereby vested with the following powers, viz.

- To make, sign, draw, accept, endorse and negotiate, changes, bills of exchange, hundies, drafts, promissory notes, displayed warrants, delivery orders, railway receipts, tills of lading and other mercantile documents or negotiable, instruitely, securities, Government Promissory Notes, to transfer shares and debentures and to operate on the current elocopids and fixed deposit accounts of the Company with any Bankerott to open new accounts current, cash credit or otherwise and to operate thereon and to draw money therefrom and to appoint signatories and to close such accounts; open, operate and close Constituent Securities General Ledger (CSGL) accounts or other securities accounts held in dematerialized form and transfer securities from and to such accounts on a value-free basis:
 - m) structure, negotiate, apply for, transact and avail of various types of products, services and facilities from Banks. Institutions / Agencies / Mutual Funds / Insurance Companies and other participants pertaining to cash management services, discounting and assignment of invoices, receivables, other rights under contracts or agreements, investments or borrowings against Government securities (Collateralised Borrowing and Lending Obligation [CBLO]), digital signature certificates, electronic / internet banking, any other financial products or services and perform all other acts and sign all documents as may be necessary for and incidental to the implementation thereof:



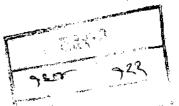
n) To transact through the Collateralised Borrowing and Lending Obligation (CBLO) segment of the Clearing Colporation of India Limited (CCIL) or any other designated agency obtain digital signature, make applications for associate membership for the CBLO segment or do all other acts as may be required by CCIL and Clearcorp Dealing Systems (India) Limited or any other designated agency(ies); place cash or securities as collateral or margins against the transactions; sign, execute or enter into agreements, powers of attorney, documents, writings, applications, indemnities and such other documents as may be required from time to time; appoint signatories for making applications or entering into transactions with the concerned agency(ies); do all such acts, deeds, matters and things as may be necessary in this connection,

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- o) To execute from time to time counter guarantees, Letters of Awareness/Comfort in favour of the Company's bankers as security for the guarantees issued by banks on behalf of the Company in connection with the Company's business:
- p) To execute and issue performance related guarantees, indemnities, Letters of Awareness/Comfort, etc., subject to such regulatory approvals as may be required, on behalf subsidiary/ associate companies or joint ventures and to make necessary filings with or seek consents from the designated authorities in this regard;
- or issue Corporate Guarantees for tunded/non-funded/accities and various hedging products proposed to be availed subsidiaries of the Company from various banks, financial institutions, subject to an overall exposure of Rs. 1000 crore;
- r) To appoint or nominate directors from amongst the employees of the L&T Group of Companies on the boards of companies where the Company has invested either directly or through any of its subsidiary/associate companies;

RESOLVED FURTHER THAT the Chairman and Managing Director or the Chief Financial Officer and Member of the Board be and are hereby severally authorised to sub-delegate the powers stated in clauses (i) to (q) above to any person not below the grade of "Joint General Manager" to be exercised jointly by two officials as may be necessary, for the smooth running of the business of the Company; However, the authority to make, sign, accept, endorse and negotiate, cheques, bills of exchange, hundles, drafts, delivery orders, railway receipts, bills of lading and other mercantile documents or negotiable instruments and to operate on current accounts and fixed deposit accounts (physical or electronic) and utilize fund-based, non-fund based limits sanctioned and other products and facilities on behalf of

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the Company with any bank and to draw money therefrom may be delegated to a level or position not below "executive" i "supervisory" grade, to be exercised jointly by two persons.

RESOLVED FURTHER THAT, subject to the approval of the Chairman and Managing Director or Chief Financial Officer and Member of the Board, the other Whole-time Directors are hereby vested with the powers stated in clauses (I) to (q) above;

PROVIDED, HOWEVER, the Whole-time Directors neither shall have nor exercise the following powers which are specifically required by the Companies Act, 1956, to be exercised only at a meeting of the Board of Directors of the Company;

- The power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
- b) The power to authorise the buy-back of the securities of the Company;
- c) The power to issue Debentures;
- d) The power to borrow moneys otherwise than
- e) The power to invest the funds of the Compan 4 shares & securities:
- f). The power to make loans.

For LARSEN & TOUBRO LIMITED

N.HARIHARAN COMPANY SECRETARY

Date: November 9, 2009

घोषणापत्र

Prasact Cherma करण्यात आला जोंदणीसाठी सादर <u> शिर्षकाचा</u> मला दिलेल्या कुलमुखत्यारपञाच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निप्पादीत करुन कबुलीजबाब विला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कुलमुखत्यारपत्र रदबातल ठरलेले नाही. सदरचे कुलमु असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. आढळून जाल्यास, नोंदणी अधिनियम १९०८ चे कलम ट बदर-३ पान राहीन याची मला जाणीव आहे. 96~ २०१० 4 JAN 2010 व सही GREATER WINGE KRKISHIN B. SHARMA MAHARUSHIHA

ADVOCATE & NOTARY 1, OJAS BLDG., GROUND FLOOR, VEAR RATION OFFICE, S. N. ROAD MULUND (W), MUMBAL - 402 1981

घोषणापत्र

Prasant Sharma करण्यात आला नोंदणीसाठी सादर शिर्षकाचा All Sout Surita Degi Germa LDikshort Gopal Sterma मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नींदणीस सादर केला आहे / निप्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून ्देणार यांनी कुलमुखत्यारपत्र रद केलेले नाही किंवा कलमुखत्यारुपन लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य पूर्णपूर्ण वंध कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुख असून उपरोक्त कृती करण्यास मी पूर्णत स्थान आहे कलम् ८२ अन्यये शिक्षेस मी आढळून जाल्यास, नोंदणी अधिनियंत्र पान राहीन याची मला जाणीव आहे. dule ofthe property
Village Panpoli CTS No 1-87, 87 1. to 19 did measuring area A 04 2010 य सही **₱4 JAN 2019** HARKISHIN B. SHARMA ADVOCATE & NOTARY 1, OJAS BLOG, GROUND FLOOR NEAR RATION OFFICE, S. N. ROAD. MULUND (W), MUMBAI - 400 CES.



S K BHATT

P.S. No.: 20003698

HO LR-I

Blood Group: O+VE

बदर-३

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LARSEN & TOUBRO LIMITED



TELANG R G

P.S. No.: 345086

PGM LR4

Blood Group: B+ve

शुप्यपन वं वंधपन्न (ह. ३००/- च्या स्टॅम्प पेपरवर) (कृपया लागु नसंल ते खोडावे)

मीमाही Mr. parashant Shama 19.5 hardung Kross 14 ने 6 अन्य प्रतिहोदर कथन करती भी

मोर्ज हिल्लाकर इन कार्य हुन (क) निश्च 9.8185-10 गा.मा. श भिळकतः माझ्या/ आमच्या भारतकी स्पकाची असून, सदरचे क्षेत्र पूर्वी लागू असरोरया भागरी जमिन क्षमाल धारणा अधिनियम् १९७६ नुसार नागरी समूहात येत आसल्याने पी/आगडी भागरी आणिन

(कमाल धारणा व विनियमन) अधिनियमांतर्गत कलम ६(१) अन्वये विवरण पत्र सक्षम प्राधिकारी यांचे कडेस <u>सावाय</u> खदर-३ केलेले होते/नव्हते.

नागरी जिमन (क्रमाल धारणा व विनिधमन) अधिनिधमातर्गत दाखल विवर पित्राचा पूर्वन ८ (४) .चो.मी. अंत्र अ<u>तिस्थ</u>ि नुसार निर्णय होवृत चौ.मी.क्षेत्र अनुक्षेय व योचित केलेले आहे. । सदर जागेशर कोणतेही अतिरिवत क्षेत्र भाजकथ अधिनियमसंगित धोकि केले वार्ष

प्रस्तुतचे क्षेत्र आसा आफास विक्री करावयाये/विकासित करावयाचे असून, सदस्वे क्षेत्र वागरी जीवन (कमाल धारणा व विनियमन) अधिनियम १९७६ अंतर्गत अनुझैय/अतिरिक्त धौषित क्षेत्रापैकी आहे. हा अनुपंगाने मी, कार्लालप्रमाणे दारास्थिती शद्येयर जाहीर करीत आहे.

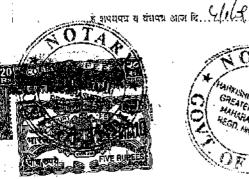
> प्रसात श्वतिरियत घोषित क्षेत्रावर चा.ज.क.धा. कलग २ इ आहे/माही: औद्योगिक अयोजनार्थ / अंशतः अदिरिक्त 🖠 संस्थाना अभासदांच्या गृहवांधाणीसाठी / रक्ष्डम भरण्याच्या आग्नितने कि दिलेली इराहापन्न / अन्य प्रयोजनार्य कलम २० अन्यये स्ट्रियेण

२) प्रत्तुत अतिदिक्त क्षेत्राचावत नाजाक्राधा अधिनियम १९ १०(५) डालील कार्यवाही झाली नाही.

 प्रानुत जिमनीयायत कलम ३४ अन्वये, शासमाने कोणतेही ाहीत/पारित केरोल्या आदेशानुसार दंडाची रक्कम भरली असून, त्याअनुषंगाने कोणतारी पुत्रा प्रसंधित गाही.

 शासनाकचून / सक्षान प्राधिकारी यांच्याकडून या गिळकतीसंदर्भात कोणतेही स्थिपिती आदेश विलेल नाहीत.

या श्रापथपत्र व र्यथपत्रातील मजबूर हा खरा व वसंवर असून, तो खोटा निवाल्यास अववा भविष्यांत कोणताही काट निर्माण जाल्याया, संदर आगेचे केलेले खरेची-विक्की व्यवहार/विकासन परदानगी रह जरण्यांस पात्र सहसील, मी/आगरी भारदंदि, संक्षित १८६० सा तरसुदीगुलार होगाऱ्या शिक्षेस वाच राहीन्/सङ्. सदर भुका हा फोजदारी त्यरुपार्थ आहे, राजी भरादुक्षाम्हाला जाणीय आहे. हालेच विद्याणी प्रक्रिया संहिता १९०८ व अन्य प्रचित्रत कायागतील तरतुदीनुसार शासनाच्या धोणाऱ्या भुकसानाची भरपाई करण्यास मी व्यक्तिशः जवावदार शक्रील, याचे। हमी । अपध्यात्र च बंधपत्राद्वारे देत आहे.





य पंडियम करना दे

[-4 JAN/2010

R.: 00003001-PB5246 RKISHIN B. SHARMA

ADVOCATE & NOTARY 1, OJAS BLDG., GROUND FLOOR. NEAR RATION OFFICE, J. N. ROAD MULUND (W), MUMBAI - 400 DED

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वदर3 दस्त गोषवारा भाग-1 दस्त क्र 164/2010 दुरयम निबंधकः 04/01/2010 कुर्ला १ (कुर्ला) 6:07:20 pm दस्त क्रमांक : 164/2010 दस्ताचा प्रकार: अभिहस्तातंरणपत्र अंगठ्याचा ठसा छायाचित्र पक्षकाराचा प्रकार अनु क्र. पक्षकाराचे नाव व पत्ता नावः लासेन अन्ड दुवी लि तफे संचालक आर एन मुखीजा ---तिहून घेणार पैता; घर/फ़लॅट नं; एल ॲन्ड टी हाऊस, बेलार्ड इस्टेट, मुं-1 गल्ली/रस्ताः -For LARSEN & TOUBRO LIMITED ईमारतीचे नावः -ईमारत नं: -पेठ/दसाहतः -शहर/गाव:-तालुका: -्रामः प्रशात गापाळ शाना हे स्थतःकरीता च श्रीमती 1) सुनितादेवी शाना २) विस्तात गोपाळ शाना 3) संगीता सुदोध शर्मा स्या सर्वासफें मुखत्यार म्हणून - -पताः घर/फ़्लेंट नं: सर्मा बंग्सा, स्वामी मारायण म



दस्त गोषवारा भाग - 2

वदर3 (164/2010) दरत क्रमांक

दस्त क्र. (वदर3-164-2010) चा गोषवारा

बाजार मुल्य :485200000 मोबदला 485200000 भरलेले मुद्रांक शुल्क : 24260000

दस्त **हजर केल्याचा दिनांक** :04/01/2010 05:55 PM

निष्पादनाचा दिनांक : 07/11/200 दस्त हजर करणा-याची सही :

For LARSEN & TOUBRO LIMITED

दस्ताचा प्रकार :25) अभिहस्तातरणपत्र

शिक्का क्र. 1 चो येळ : (सादरीकरण) 04/01/2010 05:55 PM

शिक्का क. 2 ची वेळ : (फ़ी) 04/01/2010 06:03 PM शिक्का क. 3 ची वेळ : (कचुली) 04/01/2010 06:03 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 04/01/2010 06:05 PM दस्त गोंद केल्याचा दिनांक : 04/01/2010 06:07

:नोंदणी फी 30000

:नक्कल (अ. 11(1)), पृष्टांकनाची 2560

नांव: लार्सन ॲन्ड टुब्रो लि तर्फे संचालक आए एन

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

32560: एकुण

पावती क्र.:166

पावतीचे वर्णन

दु. निबंधकोची सक्ते कुली । (कुली)

ओळख:

खातील इसम असे निवेदीत करतात की

व त्यांची ओळख पटवितात. आर. जी. तेलंग- - ,धर/फ़लॅंट नं:

गल्ली/रस्ता: पवई गेट नं 3, साकीविह ईमारतीचे भावा -

ईमारत नं: -

पेट/वसाहतः -

शहर/गाव:-

तालुकाः -पिन: -

एस.कं. भट्ट- - ,घर/फ़लॅट नं:

भक्ली/रस्ताः वरीलप्रभाणे

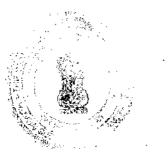
ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -शहर/गाव:-

तालुकाः -

पिनः -



12090 पुस्तक क्रमांक चेंद्रहा दिनाक

/उपनगर जिल्हा.