

(See Rule 5 (I) (a))

(In respect of a property situated in Municipal Corporation and Council areas)

The particulars of the property involved in the instrument in respect of which opinion as to the duty (if any) with which it is chargeable is sought/presented for registration in the books of the sub-registrar/joint sub-registrar under No. _____ dated _____ are as follows:

1. Name and address of Transferor.
2. Name and address of Transferee.
3. Location of property:
 - (a) C.T.S.No./Survey No.
 - (b) Ward/Village:
 - (c) Area in square metres
 - (d) Nearest Road:
 - (e) Land use zone:
 - (f) Gross annual rent (if any)
 - (g) Floor Space Index available/
Built over area and No. of
storeys permissible:
4. Taxes Paid -
 - (a) Land Revenue:
 - (b) Non-Agricultural AssessmentA:
 - (c) Municipal taxes:
5. If the property bears structures, state-
 - (a) Total floor area:
 - (b) Total carpet area:
 - (c) Year of construction
 - (d) Material used for:

Plinth :

Floor :

Walls :

Windows:

Doors :

Roofs :

Bathroom:

W.C.:

P.t.o.

- (e) Carpet area of which vacant possession is transferred.
 - (f) Use of building before transfer
 - (g) Carpet area in possession of tenant/s
 - (h) Rent paid by tenant per annum
 - (i) Name of tenant/s
 - (j) Deposit paid by tenant/s
6. Consideration for transfer (if the amount of consideration or a property exceeds Rs. 1 Lakh in Municipal Corporation a report of authorised valuer is desirable.
 7. Fair market value of property.
 8. Remarks for variance, if any, of amount mentioned in items 6 & 7

Date:

Shakuntala R. Samani
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Signature of Transferor

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VERIFICATION

I, _____

do hereby solemnly declare that what is stated above is true to the best of my knowledge and behalf.

Verified to-day, this _____ day of _____ 19

Shakuntala R. Samani
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Signature of Transferor

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General Stamp Office
Bombay
PBIA917
0040

GOVERNMENT OF MAHARASHTRA
10.3.97
STAMP DUTY

भारत
INDIA
Rs. 9900000
SPECIAL ADHESIVE
PBIA917

Rs 9900000/- > P Mining Mine lease only

S. V. Tembulkar
S. V. Tembulkar,
Proper Officer,
General Stamp Office, Mumbai

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THIS INDENTURE MADE this ^{11th} day of March 1997 BETWEEN M/s. NAV BHARAT UDYOG, a partnership firm duly registered under the Partnership Act, 1932, having its office at 47, Mehta Building, IInd Floor, Nagindas Master Road, Bombay - 400 020 through its present and only partners/persons entitled to as the heirs and legal representatives of the deceased partner (i) Smt. Kamala Devi Somani, (ii) Smt. Shakuntala widow of Late

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GOVERNMENT OF MAHARASHTRA
10.3.97
STAMP DUTY
Rs. 250000
SPECIAL ADHESIVE

on so Rs two lacs fifty thousand only (Rs 250000/-)

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RCS G.R.S.

S. V. Tembulkar
S. V. Tembulkar,
Proper Officer,
General Stamp Office, Mumbai.

Mr. Radheshyam H. Somani, representing Radheshyam H. Somani consisting of (iii) Aarti Parmar (iv) Archana I. Trojic (v) Ashutosh R. Somani (who all have executed this MOU in token of their acceptance to the understanding hereunder arrived at (vi) Shri Rajendra Kumar R. Somani (vii) Shri Susheel Kumar R. Somani and (viii) Govardhandas R. Somani all of Mumbai Hindu Indian Inhabitants, hereinafter for the sake of convenience and brevity referred to as "the Vendors" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their survivors and survivor of them, the heirs, executors, administrators of the last survivor or their, his or her assigns and the partners or persons for the time being constituting the said firm) of the One Part, M/s. SWEHAN ENTERPRISES, also a Partnership firm duly registered under the Partnership Act, 1932 carrying on business at

inter alia, as builders and land developers, through its present partners (i) Mr. Sandeep B. Shah and (ii) Mr. Nilesh L. Parekh, both also of Mumbai Hindu Indian Inhabitants,

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hereinafter for the sake of convenience and brevity referred to as "the Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their survivors or survivor of them, the heirs, executors, administrators of the last survivor or their, his or her assigns and the partners or persons for the time being constituting the said firm) of the Second part, AND HUMPHREYS & GLASGOW CONSULTANTS LTD. duly incorporated and registered in India under the Companies Act, 1956 and having its registered office at Gammon House, Savarkar Marg, Prabhadevi, Bombay - 400 025 (hereinafter for the sake of convenience and brevity referred to as "The Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Third Part

AND WHEREAS originally the firm of the Vendors was constituted by and under a Deed of Partnership dated 29th March, 1958, by and between Bankatlal H. Somani and Satyanarayan H. Somani on the terms and conditions as more particularly stated in a Deed of Partnership dated 29th March, 1958; AND WHEREAS the said

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Bankatlal H. Somani and Satyanarayan H. Somani by and under an Indenture dated 7th January, 1963, admitted one Kamladevi R. Somani and Radheshyam H. Somani as partners for the reason and purposes as more particularly mentioned in the said Deed of Partnership dated 7th day of January, 1963, duly executed by and between all the said (i) Bankatlal H. Somani, (ii) Satyanarayan H. Somani (iii) Kamladevi R. Somani and (iv) Radheshyam H. Somani; AND WHEREAS by and under an Indenture dated 27th day of June, 1973 duly entered into by and between one Yusuf Ahmed Chunawalla, therein referred to as "the Vendor" of the One Part and the then partners of the Vendors herein, therein referred to as "the Purchasers" of the other part, the said Yusuf Ahmed Chunawalla sold, transferred, assigned and conveyed all that pieces or parcel of lands hereditaments and premises together with the buildings, messuages and tenements standing thereon and situate, lying and being at Kondivita Village, Taluka Andheri in the Bombay Suburban District bearing S.No. 25, II. Nos. 3 (P), 4, 5 and 6 admeasuring 5,777 sq. yards equivalent to 4,824.38 sq. mtrs., being Plot No. 3, of the Vendors Private Scheme with the right of road and means of access as shown

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in the plan annexed hereto and bearing C.T.S. No. 150, 150/1, 202 and 203 and in the Books of the Collector of Municipal rates and taxes under 'K' Ward No. 11974 and more particularly described in the Schedule hereunder written and delineated by red coloured boundary line on the plan hereto annexed and marked as Annexure 'A' herewith (hereinafter for the sake of convenience and brevity referred to as "the said property") unto the then partners of the Vendors herein at and for the price and consideration and on the terms and conditions as more particularly stated in the said Indenture dated 27th day of June, 1973; AND WHEREAS the said (i) Bankatlal H. Somani (ii) Satyanarayan H. Somani, (iii) Kamladevi R. Somani and (v) Radheshyam H. Somani, by and under a Deed of Partnership dated 15th January 1975 admitted one Mr. Govardhandas Ramnivas Somani as a partner and also admitted Rajeev Satyanarayan Somani, a minor to the benefit of partnership through his father and natural guardian, Satyanarayan H. Somani on the terms and conditions as more particularly mentioned in the said Deed of Partnership dated 15th January, 1975. AND WHEREAS the said Rajeev Satyanarayan Somani attained majority on 7th June, 1975, and elected to become a partner

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and therefore by and under a Deed of Partnership dated 1st day of July, 1975 duly entered into by and between all the said (i) Bankatlal H. Somani (ii) Satyanarayan H. Somani (iii) Kamladevi R. Somani (iv) Radheshyam H. Somani (v) Govardhandas R. Somani and (vi) Rajeev Kumar S. Somani, agreed to carry on the business in partnership on and from 7th June, 1975, on the terms and conditions as more particularly stated therein AND WHEREAS by and under a Deed of Retirement dated 1st day of July, 1976, the said (i) Bankatlal H. Somani (ii) Satyanarayan H. Somani and (iii) Rajeev S. Somani retired and the said (i) Kamladevi R. Somani, (ii) Radheshyam H. Somani and (iii) Govardhandas R. Somani continued to carry on the business, on the terms and conditions as more particularly mentioned in the said Deed of Retirement dated 1st day of July, 1976, AND WHEREAS by and under a Deed of Partnership dated 1st day of July, 1976, the said (i) Kamladevi R. Somani (ii) Radheshyam H. Somani and (iii) Govardhandas R. Somani admitted (i) Rajendra Kumar R. Somani and (ii) Susheel Kumar Somani as partners on the terms and conditions as more particularly stated in the said Deed of Partnership dated 1st day of

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July, 1976 AND WHEREAS the said Radheshyam H. Somani died intestate at Bombay on 19th November, 1980 leaving behind him surviving his widow, two daughters and one son viz. (i) Smt. Shakuntala R. Somani (ii) Aarti (iii) Archana and (iv) Ashutosh respectively who are the only heirs and legal representatives of Late Radheshyam H. Somani and Smt. Shakuntala Radheshyam Somani HUF (representing herself, two daughters and a son as aforesaid) was admitted in partnership by and under a Deed of Partnership dated 31st day of December, 1980 on the terms and conditions as more particularly mentioned in the said Deed of Partnership dated 31st day of December, 1980 AND WHEREAS the changes in the Constitution of the Vendors have been duly informed from time to time to all the Appropriate Authorities including the Registrar of Firms and the said (i) Kamladevi R. Somani, (ii) Shakuntala Radheshyam Somani HUF (iii) Govardhandas R. Somani (iv) Rajendra Kumar R. Somani and (v) Susheel Kumar Somani are the present and the only partners of the Vendors, whose names appear in the records maintained by all the appropriate authorities including Registrar of Firms, AND WHEREAS none of the said partners viz. (i) Bankatlal H. Somani, (ii)

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Satyanarayan H. Somani and (iii) Rajeev S. Somani who have retired from the Vendors' firm as aforesaid have any right, title, interest or claim of any nature whatsoever in any of the assets of the Vendors herein including the said property and the present and the existing partners/persons as aforesaid are only entitled to all the assets of the Vendors including the said property AND WHEREAS By and under an Indenture dated 31st day of March, 1977 duly entered into by and between the Vendors herein, therein referred to as "the Mortgagors" of the One Part and Maharashtra State Financial Corporation (MSFC), therein referred to as "the Mortgagees" of the Other Part, they the Vendors mortgaged the said property on the terms and conditions as more particularly stated in the said Indenture dated 31st day of March, 1977; AND WHEREAS the Vendors have prior to the execution of these presents duly paid to MSFC their dues in full and final payment and satisfaction of all the dues of MSFC and MSFC has by its letter dated 10th day of March 1997 a copy whereof is annexed hereto as Annexure B inter alia, duly confirmed that in view of the repayment of their entire dues, MSFC now holds no lien or charge over the assets mortgaged / hypothe-



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cated to it duly released their charge on the said property and reconveyed the same to the Vendors herein AND WHEREAS in the meantime, as the Vendors do and each of them doth wished to sell and transfer and the Confirming Party was desirous of purchasing and/or acquiring the said property, they both negotiated and ultimately concluded the deal for purchase/sale of the said property at and for the price and consideration agreed upon by and between them and on the terms and conditions as agreed by and between themselves which was confirmed in writing by exchange of letters, inter se, between the Vendors and the Confirming Party AND WHEREAS prior to any Memorandum of Understanding or Agreement for Sale being executed by and between the Vendors on the one hand and the Confirming party on the other hand for sale and transfer of the said property with the consent of the Vendors the Confirming Party in turn negotiated with and finalised the deal with the Purchasers who agreed to purchase and/or acquire the said property at and for the agreed price and consideration and on the agreed terms and conditions provided and subject to the condition that all the documents for the purchase of the said Property would be



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executed by the Vendors in favour of the Purchasers and the Confirming party shall execute all such documents as Confirming Party and not otherwise AND WHEREAS in view of the aforesaid with the express consent of the Confirming Party the Vendors do and each of them by and under a Memorandum of Understanding executed on 29th day of November, 1996 by and between the Vendors, the Confirming Party and the Purchasers agreed to sell, convey and transfer and the Purchasers with such consent agreed to purchase and acquire the said property at or for the aggregate price of Rs.10,15,00,000/- (Rupees Ten Crores and Fifteen Lakhs only) and on the terms and conditions as mentioned therein AND WHEREAS pursuant to the said Memorandum of Understanding, the Purchasers paid both to the vendors and the Confirming Party a sum of Rs.1,00,00,000/- (Rupees One Crore only) each and have agreed to pay to the Vendors and the Confirming Party the balance purchase price on the execution of these presents on agreed terms and conditions; AND WHEREAS the Appropriate Authority under Chapter XX-C of the Income Tax Act, 1961, by its Order dated 19th February, 1997 a copy whereof is annexed hereto and marked Annexure 'E' granted its No

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Objection to the sale of the said property in favour of the Purchasers AND WHEREAS the Purchasers have requested the Vendors to execute a Deed of Conveyance in respect of the said property and the Confirming Party to join in executing such Deed of Conveyance which the Vendors and the Confirming Party have agreed to do.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Memorandum of Understanding dated the 29th day of November, 1996 and in consideration of the sum of Rs.1,00,00,000/- (Rupees One Crore only) paid by the Purchasers to the Vendors at the time of execution of the said Memorandum of Understanding dated 29th day of November, 1996 and in further consideration of a sum of Rs.8,10,00,000/- (Rupees Eight Crores Ten Lakhs only) paid by the Purchasers to the Vendors on or before the execution of these presents making in the aggregate the sum of Rs.9,10,00,000/- (Rupees Nine Crore and Ten Lakhs only) being the full consideration amount payable by the Purchasers to the Vendors (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same and

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every part thereof doth hereby acquit, release and discharge the Purchasers forever) and in further consideration of the sum of Rs.1,00,00,000/- (Rupees One Crore only) paid by the Purchasers to the Confirming Party at the time of execution of the said Memorandum of Understanding dated the 29th day of November, 1996 and a further sum of Rs.5,00,000/- (Rupees Five Lakhs only) paid by the Purchasers to the Confirming Party and before the execution of these presents making in the aggregate the sum of Rs. 1,05,00,000/- (Rupees One Crore & Five Lakhs only) being the full consideration amount payable by the Purchasers to the Confirming party (the payment and receipt whereof the Confirming party doth hereby admit the Vendor doth hereby grant, convey, sell, transfer and assure and the Confirming Party doth hereby confirm such grant, conveyance, sale, transfer and assurance unto the Purchasers the land, hereditaments and premises together with the building and structures standing thereon situate lying and being at Village Kondivita Taluka - Andheri in the Registration Sub-District and District of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written

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and delineated on the plan thereof hereto annexed and thereon shown surrounded by a red colour boundary line (hereinafter for the brevity's sake called the said property) with the full benefit and advantage of and the full, free, absolute and uninterrupted right of way to the Purchasers and their agents, servants, workmen, tenants, occupiers, licensees and other authorised persons for the time being of the said sub-divided plot No.3 alongwith others also interested in the entire estate of said Mr. Yusuf Ahmed Chunawalla at Kondivita from time to time and at all times hereafter either on foot or with or without cars, carts, lorries, carriages, horses, and all vehicles of every description to go, return, pass and repass in, through, over and along and the road ways and passages belonging to the said Mr. Yusuf Ahmed Chunawalla and his assigns and to use then as common access including the portions of the road abutting the said Plot No.3 shown on the plan hereto annexed in common with the said Mr. Yusuf Ahmed Chunawalla and his agents, servants, workmen, tenants, occupiers, licensees and others authorised for the time being of the said lands and premises retained by the said Mr. Yusuf Ahmed Chunawalla and also TOGETHER

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WITH the right to lay pipes and all such underground services as may be required by the Purchasers such as water pipes, drainage pipes or electric supply wires and cables and affix poles and join the same underneath the said common access and common roads, ways and passages in accordance with the Municipal Rules and Regulations together with the said right of way and the other rights and privileges hereinbefore specified belonging and appurtenant thereto and hereby respectively granted and conveyed which are hereinafter for brevity's sake referred to as "the said premises" AND ALSO TOGETHER with the benefit of the terms and conditions of Sub-Division TOGETHER WITH all and singular the houses, outhouses, edifices, buildings, courtyards, areas, sewers, compounds, ditches, fences, trees, drains, ways, paths, passages, common gullies, wells, waters, water-courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said property or any part or parts thereof belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or known as part

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or member thereof to belong or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and/or demand whatsoever at law or in equity of the Vendors in to or upon the said property or any part thereof TO HAVE AND TO HOLD all and singular the said property hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their and every of their rights, members and appurtenances UNTO AND TO THE USE AND BENEFIT of the Purchasers forever subject Nevertheless to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or which may hereafter to become payable in respect thereof to the Government of Maharashtra or to the Brihan Mumbai Mahanagar Palika or any other public body or authority in respect thereof AND the Vendors do and each of them doth hereby for themselves, their respective heirs, legal representatives, administrators and executors covenant with the Purchasers that notwithstanding any act, deed, matter or thing done by the Vendors or any one or more of them or by any person or persons lawfully or equitably claiming by from through under or in



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trust for them or anyone or more of them or made, done, committed, omitted or knowingly or willingly suffered to the contrary the Vendors now have in themselves good right, full power and absolute authority to grant, convey, sell, transfer and assure the said property hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be unto and to the use of the Purchasers in manner aforesaid AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted and conveyed with their appurtenances and receive the rents income and profits thereof and of and 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 from any person or persons lawfully or equitably claiming or to claim by from under or in trust for them the Vendors AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendors well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates,

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titles, charges and/or encumbrances whatsoever had, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendors AND FURTHER THAT the 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, conveyed, sold, transferred and assured or any part thereof by from under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for the better further and more perfectly and absolutely granting, conveying, selling, transferring and assuring the said property or any part thereof and every part thereof hereby granted, conveyed, sold, transferred and assured unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers and their Counsel-in-Law and Assigns AND the Confirming Party doth hereby covenant with the Purchasers that it has not been anything



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or omitted to do anything whereby it is prevented from confirming the sale and transfer of the said property in favour of the Purchasers.

AND WHEREAS the deeds, evidences and writings more particularly specified in the Second Schedule hereunder written relating to the said plot and premises situate at Kondivita in Greater Bombay and described in the First Schedule hereunder written and hereby granted and conveyed by the Vendors to the Purchasers as aforesaid also relate to the remaining lands and premises of the said Mr. Yusuf Ahmed Chunawalla and it has been agreed and covenanted by the said Mr. Yusuf Ahmed Chunawalla with the Vendors herein under the said Indenture dated 27th June, 1973 that the said Mr. Yusuf Ahmed Chunawalla shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Vendors produce or cause to be produced unto the Vendors and their assigns as the Purchasers may require at any trial, hearing, commission or examination or otherwise as occasion shall require all or any of the said deeds, evidences and writings

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same also relate or to any other person or persons for the time being entitled to the custody of the said deeds evidences and writings more particularly specified in the Second Schedule hereunder written the said Mr. Yusuf Ahmed Chunawalla shall thereupon at his own costs or charge procure such purchasers or purchasers or such person or persons to enter into a covenant with the Purchasers similar in all respects to the covenant hereinbefore obtained then and in such case immediately thereupon the present covenant shall cease and became void. NOW THEREFORE THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Vendors DO AND EACH OF THEM DOTH AGREE AND COVENANT with the purchasers that they the Vendors shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers produce or cause to be produced unto the purchasers and their assign as the Purchasers may require at any trial, hearing, commission or examination or otherwise as occasion shall require all or any of the said deeds, evidences and writings more particularly specified in the Second Schedule hereunder written for the purpose of showing

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more particularly specified in the Second Schedule hereunder written for the purpose of showing the title of the Vendors to the said plot and premises situate at Kondivita in Greater Bombay and more particularly described in the First Schedule hereunder written and also at the like request and cost of the Vendors as occasion require and as the case may be deliver or cause to be delivered unto the Vendors and their attorneys and/or agents such abstracts or other copies of or extracts from the said deeds, evidences and writings more particularly specified in the Second Schedule hereunder written or any of them as the Vendors may require and shall in the meantime unless prevented as aforesaid keep the said Deeds evidences and writings more particularly specified in the Second Schedule hereunder written, safe, unobliterated and uncanceled and it was further agreed and covenanted by and between the parties thereto that in case the said Mr. Yusuf Ahmed Chunawalla deliver the said deeds, evidences and writings more particularly as specified in the Second Schedule hereunder written unto any further purchaser or purchasers of the said remaining plots, lands and premises of the said Mr. Yusuf Ahmed Chunawalla to which the

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the title of the Purchasers to the said plot and premises at Kondivita in Greater Bombay and more particularly described in the First Schedule hereunder written and also at the like request and cost of the Purchasers as occasion require and as the case may be deliver or cause to be delivered unto the Purchasers and their Attorneys and/or agents such abstracts or other copies of or extracts from the said deeds evidence and writings more particularly specified in the Second Schedule hereunder written or any of them as the Purchasers may require.

IN WITNESS WHEREOF the Vendors and the Confirming Party have signed these presents the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of free hold land or ground lying and being and situate at Kondivita Village, Taluka Andheri in the Bombay Suburban District bearing Survey No.25 Hissa Nos.3 (part, 2, 4, 5, 6 area 5,777 square yards or thereabouts i.e. 4824.38 sq. metres, by actual measurement admeasuring

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4780.94 sq. metres being Plot No. 3 of the Vendor's private Scheme with the right of road and means of access as shown in the Plan annexed hereto, bearing City Survey Nos. 150, 150/1, 202 and 203 and in the Books of the Collector of Municipal Rates and taxes under K Ward No.11974 (CE) and bounded as follows : that is to say on or towards the East by pipe line, on or towards the East by land bearing Plot No.2 of the said Scheme a portion of Survey No.25, Hissa No.3 (part), on or towards the North by portion of land bearing Survey No.25, Hissa No.2 and on or towards South partly by access road, partly by Plot No.4 of the said Scheme and land bearing Survey No.25, Hissa No.3 (part) and portion of Survey No.28, Hissa No.1.

SIGNED AND DELIVERED by the)
 withinnamed VENDORS :)
 M/s. NAV BHARAT UDYOG)
 through their present and)
 only partners :)
 (i) Smt. Kamala Devi R.)
 Somani)
 (ii) Smt. Shakuntala Wd/o.)
 late Radheshyam H. Somani)

Foi NAV BHARAT UDYOG

कमला देवी सोमानी

Shakuntala R. Somani

HUF)
 a) Aarti Parmar)
 b) Archana I. Trojic)
 c) Ashutosh R. Somani)
 (iii) Shri Rajendra Kumar R.)
 Somani)
 (iv) Shri Susheel Kumar R.)
 Somani)
 and)
 (v) Govardhandas R. Somani)
 in the presence of)

) Aarti Parmar
) *(CA. & Archana I Trojic)*
) *Ashutosh Somani*
) *Rajendra Kumar R. Somani*
) *Susheel Kumar R. Somani*
) *Govardhan*

Ashutosh Somani

(Signature)

PARTNER,

SIGNED AND DELIVERED by the)
 within named Confirming Party)
 M/s. SWEHAN ENTERPRISES,)
 through their present and)
 only partners :)
 (i) Mr. Sandeep B. Shah and)
 (ii) Mr. Nilesh L. Parekh,)
 in the presence of)

For SWEHAN ENTERPRISES

Sandeep B. Shah
(Signature)

PARTNER,

(Signature)

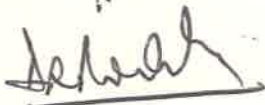
 Sandeep B. Shah
 H.C. B'bay

RECEIVED of and from the withinnamed)
Purchasers the sum of Rs.8,10,00,000/-)
(Rupees Eight Crores and Ten Lakhs only))
on the execution hereof which together)
with the sum of Rs.1,00,00,000/- (Rupees)
One Crore only) paid by the Purchasers)
to us at the time of the signing of the)
said Memorandum of Understanding dated)
the 29th day of November, 1996 making)
in the aggregate the said sum of)
Rs.9,10,00,000/- (Rupees Nine Crores and)
Ten Lakhs only) being the full)
consideration amount payable by the)
Purchaser to us as withinmentioned.)

Rs.9,10,00,000/-

We say received
FOR NAV BHARAT UDYOG

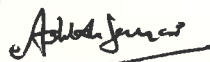
WITNESSES :





(Vendors)





Shaktantala R. Samani







PARTNER,

24


कमला देवी सोमानी

RECEIVED of and from the withinnamed)
Purchasers the sum of Rs.5,00,000/-)
(Rupees Five Lakhs only) on the)
execution hereof which together with)
the sum of Rs.1,00,00,000/- (Rupees One)
Crore only) paid by the Purchasers to)
us at the time of the signing of the)
said Memorandum of Understanding dated)
the 29th day of November, 1996 making)
in the aggregate the said sum of)
Rs.1,05,00,000/- (Rupees One Crore and)
Five Lakhs only) being the full)
consideration amount payable by the)
Purchaser to us as withinmentioned.)

Rs.1,05,00,000/-

We say received

WITNESSES :


Advitor
H.C. Bihary


(Confirming Party)

SECOND SCHEDULE ABOVE REFERRED TO:

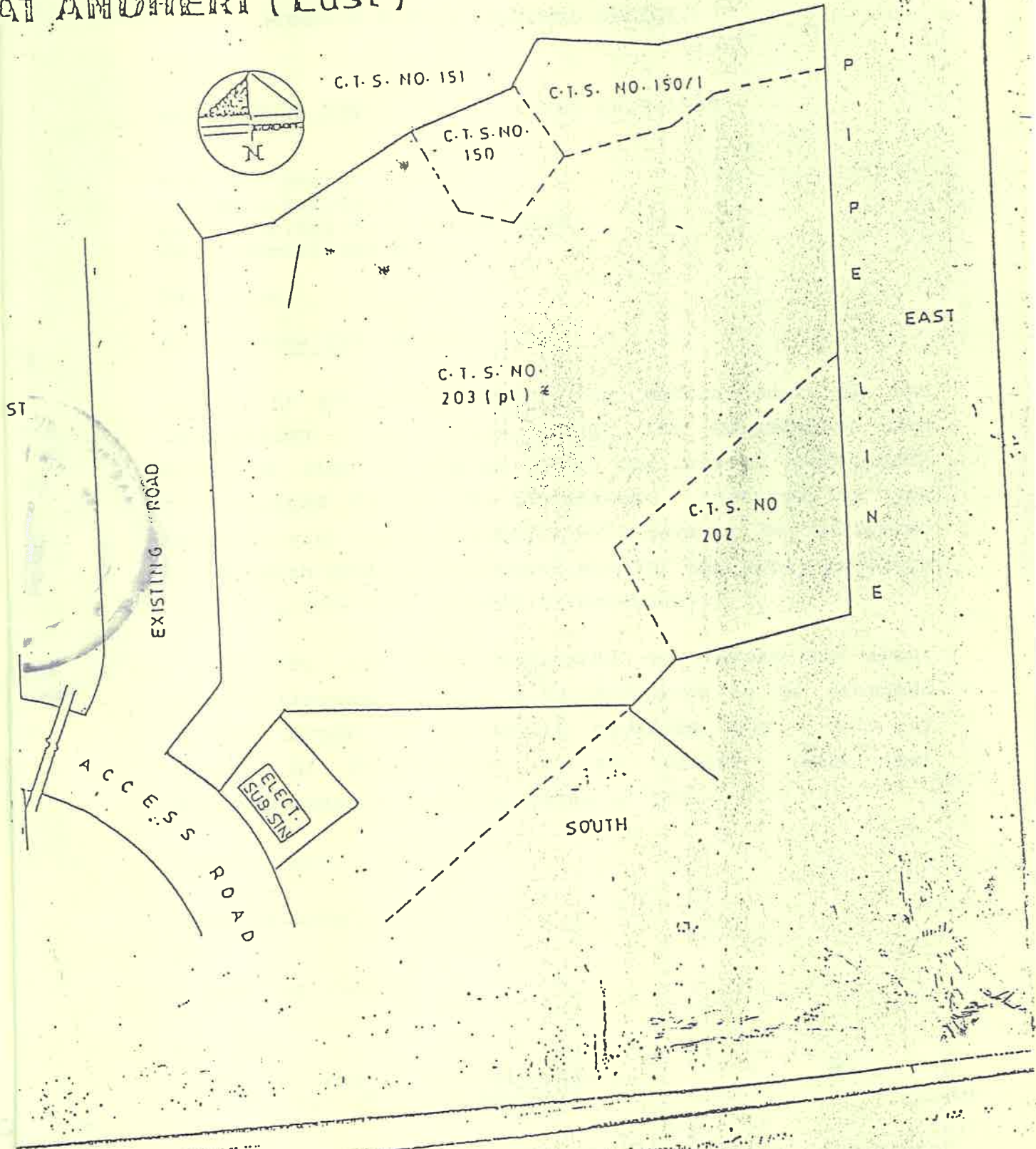
1. Conveyance dated 7th May 1960 made between Andrew Nunes of Marol and Yusuf Ahmed Chunawala and registered under No.1049 at Bk.No.1 on 14th May 1960 with the sub-Registrar of Bandra.
2. Declaration dated 26th February 1960 of Andrew Nunes registered under No.1048 B of Bk No.1 on 14th May 1960 with the Sub-Registrar of Assurances.
3. Conveyance dated 6th February 1960 between Mamud Umerji Shaikh of Marol AND Yusuf Ahmed Chunawal and registered under Serial No.303 of Book. No. 1 with the Sub-Registrar, Bandra on 6th February.
4. Conveyance dated 16th February 1962 between Abdul Rehman Ibrahim and Yusuf Ahmed Chunawala and registered under Serial No.481 of Bk No.1 with the Sub-Registrar, Bandra on 17th February, 1962.
5. Conveyance dated 12th October 1968 made between Shaikh Mahomed Ibrahim, Khatijabhai Ibrahim, Sulemand Mahomdmia Ashabibi Mohamdmia and Inusmia Shaikholi of the First Part Hemunabai, Zailaikhabai and Fatmabai Daughters of Mahomodmia Shaikholi Second Part AND Yusuf Ahmed Chunawalla registered at No.2308 of 1968 of Bk.No.1 with Sub-Registrar, Bandra on 12th October, 1968.

कसौ

✓
A.R.S.
A.K.S.
S.R.S.
G.R.S.

PLAN

OF PROPERTY BEARING PLOT No. 3 & C.T.S. Nos. 203 (pt), 150, 150/1 & 202 OF VILLAGE KON-DIVITA, TALUKA ANDHERI BSD & SITUATED AT ANDHERI (East)



ST

EXISTING ROAD

ACCESS ROAD

ELECT. SUB. STN.

C.T.S. NO. 151

C.T.S. NO. 150/1

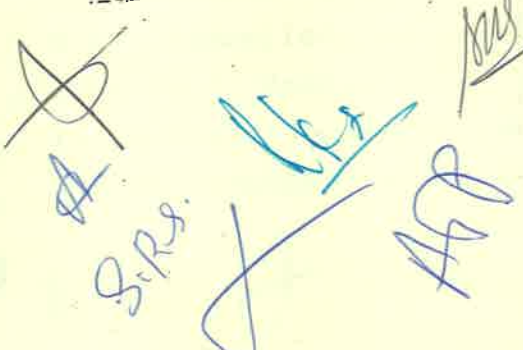

C.T.S. NO. 150

C.T.S. NO. 203 (pt)

C.T.S. NO. 202

SOUTH

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T

 S.P.S. A.P. G.R.S.

ANNEXURE - B

MAHARASHTRA STATE FINANCIAL CORPORATION
MUMBAIA KONKAN REGIONAL OFFICE.

MKRD/LAW/NO DUES

Dated 10.3.1997

M/s. Nav Bharat Udyog,
47, Mehta Building,
2nd floor, Nagindas Master Road,
Fort, Mumbai. 400 023.

Dear Sirs,

Re: No dues Certificate.

As you have repaid the entire dues of the Corporation, we confirm that the Corporation now holds no lien or charge over the assets mortgaged/hypothecated to it. The documents executed by you together with title documents will have to be collected by you with prior appointment and for the same, presence of your authorised partner is necessary.

You are also requested to inform us about your willingness to have a Reconveyance to be executed by the Corporation within 15 days from the date of receipt of this letter if so, please note that the cost thereof would be borne by you.

Thanking you,

Yours faithfully,

Sd:

Dy. Manager (Law).

c.c. to:

1. The Dy. General Manager (Legal),
MSFC Head office, Mumbai. 1

With a request to send security documents duly cancelled as well as the title documents of captioned concern. a copy of Account closure memo is enclosed herewith for your ready reference record.
0397PC/AT-LEGAL/Navbhara-DUES.

कासी

S.A.S.

K.L.S. G.R.S.
ATP

No A A / MUM/CHITM/ 19942/96-97

Office of the
Appropriate Authority
(I Dept.) A Wing,
Sd I Bldg, Mittal Court,
Nariman Point, Mumbai - 400 021.

Dated the 19 FEB 1997

Proceedings No. ... Appropriate Authority/MUM/ Certs./19942/96-97

Name(s) of Transferor(s) ... **M/s. Navbharat Udyog, 47, Mehta Bldg., N.H. Road, Fort, Mumbai-400 029. (Transferors)**

... **M/s. Swaha Enterprises, Churchgate Chambers, New Marine Lines, Mumbai-20 ... (Confirming Party)**

Name(s) of Transferee(s) ... **M/s. Humphreys & Glasgow Consultants Ltd., Cannon House, Savarkar Marg, Prabhadevi, Mumbai-400 025. (Transferee)**

Description & Location of Immovable property ... **All that pieces or parcels of lands together with the structures lying being at Kondivita Village, Taluka Andheri bearing S.No.25, H.Nos.3(P),4,5 and 6 song, 8777 sq.yds. bearing CR No.150, 150/1, 202 and 203.**

Apparent consideration ... **Rs.10,15,00,000/-**

Date of Agreement ... **07-02-1997**

Date of Certificate ... **19 FEB 1997**

CERTIFICATE UNDER SECTION 269 UL(3) OF THE I. T. ACT. 1961

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 7-2-1997

And whereas the apparent consideration set forth in the said Form 37-I and in the agreement dated 7-2-1997 for the transfer of the said property is Rs. 10,15,00,000/-

And whereas the Appropriate Authority has not made an order u/s. 269 UD(1) for the purchase by the Central Government of the said property.

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the Schedule appearing below by the said transferor to the said transferee for an apparent consideration of Rs. 10,15,00,000/-

This no objection certificate is issued without prejudice to any Income Tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

(R.D. GUPTA)

(V.S. WAHLI)

(K.K. ROY)

Chief Engineer

Commissioner of Income Tax.

Commissioner of Income Tax.

MEMBERS, APPROPRIATE AUTHORITY, MUMBAI.

G.R.S.

Handwritten signatures and initials:

- Handwritten signature: *[Signature]*
- Handwritten signature: *[Signature]*
- Handwritten signature: *[Signature]*
- Handwritten signature: *[Signature]*
- Handwritten signature: *[Signature]*
- Handwritten initials: *[Initials]*
- Handwritten initials: *[Initials]*
- Handwritten initials: *[Initials]*
- Handwritten initials: *[Initials]*

AGREEMENT

1001 033 0 1
 All the piece or parcel of freehold land or ground lying being and situate at Kondivita Village Taluka Andheri in the Bombay Suburban District bearing S.No.25, Hissa Nos.3 (Part), 4, 5, 6 area 5,777 sq.yds or thereabout i.e. 4824.38 sq.mtrs. by actual measurement admg. 4780.94 sq.mtrs. being Plot No.3 of the Vendor's private scheme with the right of road and means of access as shown in the plan annexed hereto and bearing City Survey Nos.150, 150/1, 292 & 203 & in the Books of the Collector of Municipal rates & taxes under K Ward No.1197 (CE).

1001 033 0 1

Description & Location of the property

Apparent consideration

Date of Agreement

Date of Certificate

Authorised to issue on behalf of Appropriate Authority, Mumbai.



(V. R. DESAI)
 Asstt. Commissioner of Income-tax,
 Appropriate Authority,
 MUMBAI.
 Asst. Deputy Commissioner of Income Tax

Appropriate Authority, Mumbai.

Copy to

1. Transferor(s)
2. Transferee(s)
3. Guard-file
4. The DI (Inv.) Survey Unit-I Mumbai under CIB Code No. 201.
5. The Sub-Registrar, old custom, Mumbai.

PE/2-96/10,000

a

अनुक्रम नंबर ७७५१
 सन १९६० चे ११ महिन्याचे
 ... ११ तारखेस ... व
 वाजप्याचे दरम्यान दुय्यम निबंधक
 मुंबई यांचे कार्यालयात हजर केला.

दुय्यम निबंधकाचे मिळालेले—

होवपी ..	१००००
वेरे ..	७५००
बकल (फोलिओज) ..	२३०
बादा (कलम ३० प्रमाणे)	३००
बादा नकल (कलम ३०)	३००
खवास्त ..	२००
पावी ..	५०००
हाईलींग ..	
पाल ..	
एकूण ..	<u>१०९५०</u>

S. G. RAHALKAR
 HUMPHREYS &
 GLASGOW CONSULTANTS
 LTD.

दुय्यम निबंधक, मुंबई
 बपिलाची सुनावणी करण्याचे वीस
 निबंधकाचे सर्व अधिकार बरकरार

दुय्यम निबंधक, मुंबई

१. शंभुलाल कार सोमनाथ वय २०
२००० गृहणी

२. शंभुलाल कार पंजाब २००० गृहणी वयसु
२००० रूवा श्रीलाल वय २५ धंदा ६ ऊर्चना
श्रीलाल तर्फे गुडवयार

३. शंभुलाल कार सोमनाथ वय २० धंदा
२००० रूवा २०१ राणमंदिर वकील २६ रूवा ००
२००० रूवा वकील ० नव भारत उद्योग संघ
भागीदार

४. राजेंद्र कार सोमनाथ वय २० धंदा

वकत नटल एका नाका का रस चयन 20:

है नव भारत उद्योग-च कारिदार

धु सिद्धि का शाहा 200 धंधा रा लॉन मार्क
वर्गीकरण 200 कुं 20

धु सिद्धि पोरख कम 30 धंधा रा 20 टेरिफ
किटल सिद्धि 200 कुं 20 है धंधा रा लॉन
इंटरप्रिज च कारिदार

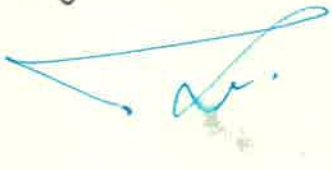
दस्तावेज करन वेणार

याकथित रविरावत - दस्तावेज
करन दल्याचे कबल करताव.

Shakuntala. R. Somnari 3 Arts P.m.

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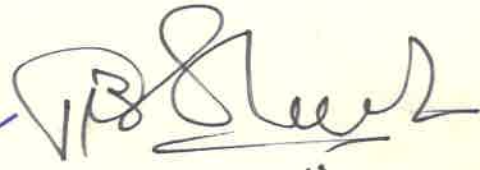
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धु सिद्धि शाहा साकीकिट चयन 20

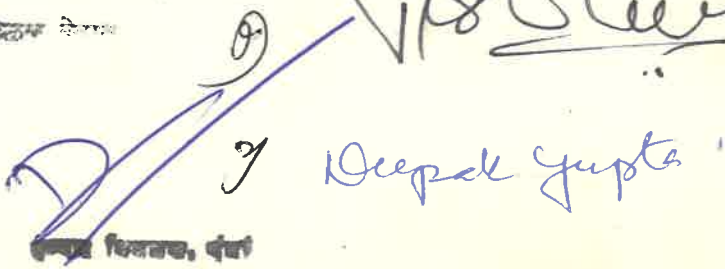
धु सिद्धि मुक्ता गोकरी रा वायुदेव अपारि

दंधेरी पूर्व 20

बाग बराल दस्तावेज कर
आन्यास अंतर्गत बसल्याचे धंधे
धु सिद्धि वेणार



99/3000

 Deepak Gupta

वकत सिद्धि, वेणार

दुय्यम लिब्ररक, मुंबई

१) श्रीमती कमलादेवी सोमानी ७२ वर्षे गृहीणी वलेत महल
सी रोड चर्चगेट मुं २०

२) श्री सुरिभकुमार सोमानी ४२ वर्षे व्यवसाय श

३) श्री गोवर्धन आठ सोमानी ४३ वर्षे व्यवसाय श नं २ व ३ १
प्रमाणे

हस्ताक्षर करून देणार

तथाकथित .. शंभेदीखंत .. हस्ताक्षर
करून दिल्याचे कवळ उभारत.

१) कमला देवी सोमानी

२) S. Somani

३) S. Somani

१) श्री प्रकाश आठ बाह्य सॉलिसीटर चर्चगेट मुं २०

२) श्री दिपक गुप्ता लोकरी रा वासुदेव अपार्ट अंधेरी पूर्व मुं ६९

६ वर्षे वरील कतएवच करून
त्याचाच बोलखत वसूलकरी बापसाठ
१ त्याची बोलखत देतात.

(Signature)

Deepal Gupta

दि ११/३/९६

दुय्यम लिब्ररक, मुंबई

नागत जमान मर्यादा कायदा १९७६
कलम २७ अन्वये डिप्लोमेशन कॉमि वेल्ले
दुसरे पेवज नोंदणीसाठी पाठविला
दिनांक ८/६/९९

दुसरे निबंधक, मुंबई
अपिलीची सुनावणी करणारे वीजेन
निबंधकाचे सर्व अधिकार असलेला

सदर दफ्तारकत आणकार वेल्ले (६) अन्वये
१७ आय चा दाखला क्र. A.A / MUM / (२५) / १९९४ / ९६९७
दिनांक १९/५/९७ दरता, सोपत जोडलेला आहे/परोवर पाठवित
आहेत तो पडताळून पाहता परोवर भरताराने आढळून आले आहे

दिनांक ८/६/९९

दुसरे निबंधक, मुंबई

सदर दफ्तारीचे निवडकर्ते मुलांक आंकार खोलेने
विधीरित केले आहे. त्याच सुवात मळत ३७ भाग चा
दाखल द्यावेना जोडण आहे. तेच मुलांक आंकार
कामाल्य इति गाल्य करणान आंकार आहे-

८/६/९९

दुसरे निबंधक, मुंबई (उपनगर)

अंतर्गत मंत्रकभ्रमो कलम २३०-अ (१) खालील
आणकार दाखला क्र. W.D. २९(५) Mumbai.
दिनांक १६/५/९७ सादर केला आहे तो पडताळून
पाहता भरतार भरतार आढळून आले आहे.
दिनांक ३१/६/९९

दुसरे निबंधक, मुंबई.
अपिलीची सुनावणी करणारे वीजेन
निबंधकाचे सर्व अधिकार असलेला.

८/६/९९

कलकत्ता हायकोर्ट कोर्टोकोट निति क्र. [SOURCE: (1989)
176 ITR 89 (Cal)] : TC 52R:1265 का प्रमाण मान्यता

होना पक्षकारने कलम 230A इनके लागू सटीकिके
पर मित्रकन मान्यता होना यांथां नापे जखेले तरे घेण्याची
आवश्यकता नाही इसे इतिहासाच्याने सहेर हस साक्षातरे
मान्यता होना काकन कलम 230A या हायकोर्टा नधेला
नोहेणील मुजब ठेवा आहे.

दि: 30/1/2000.



दुय्यम निबंधक, मुंबई (उपनगर)



एवज - (49) / 2000



दुय्यम कनाक १ कनाक २
दिना. १/१/२०००


दुय्यम निबंधक, मुंबई
कोर्टाची मुलादणी करण्यावेरीत
निबंधकाचे महं अधिकार आहेत

~~Adm 3~~

09/03/97

~~CP/1230A TRA~~
~~NO. 2~~

~~371~~ ~~copy copy~~
~~M.V. to be used~~
~~Subscribed~~

DATED THIS DAY OF MARCH 1997

M/s. NAV BHARAT UDYOG & ORS.

TO

HUMPHREYS & GLASGOW CONSULTANTS LTD.

Convey
10150000

14/3/97
SM. 10150000
10/3/97

2200000
240000
2440000

:: DEED OF CONVEYANCE ::

15
10000
75
23
30
2
50

101802

99 3/20
~~antistat~~
BY
24/3/97
g-r-rc

Messrs. Kanga & Company,
Advocates and Solicitors.