Thursday, February 12, 2004

11:14:34 AM

पावती

Original नोंदणी 39 म.

Regn. 39 M

पावती क्र.: 1054

गावाचे नाव

वरळी

दिनांक 12/02/2004

दस्तऐवजाचा अनुक्रमांक

2004 बबइ2 - 01051 -

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:रामसिंग मोतीलाल अग्रवाल (पॅन नं एए-बीपी-ए 5386जे)

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

500.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (25)

एकूण

30500.00

DELIVERED

आपणास हा दस्त अंदाजे 11:29AM ह्या वेळेस मिळेल

दुय्यम निंबधक

मुंबई शहर 2 (वरळी)

बाजार मुल्य: 9868522 रु.

मोबदला: 11419000रू

भरलेले मुद्रांक शुल्क: 862270 रु.

देयकाचा प्रकार :चलनाने;

चलन क्रमांक: 2; रक्कम: 30000 रू.; दिनांक: 11/02/2004

दुय्यम निबंधक: मुंबई शहर 2 (वरळी)

दस्तक्रमांक व वर्ष: 1051/2004

Thursday, February 12, 2004

11:18:34 AM

सूची क्र. दोन INDEX NO. II

नोंदणी ६३ म.

Regn. 63 m.e.

गावाचे नाव : वरळी

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 11,419,000.00

बा.भा. रू. 9,868,522.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 747 वर्णनः विभागाचे नाव -सिएस नं 747, फ्लॅट नं 1 बी, पहिला मजला, अँड्रोमेडा बिल्डिंग, 89 वरळी सिफेस रोड, मुं 25, वरळी डिव्हीजन, उपविभागाचे नाव - 13/96 - रस्ता : वरळी सी फेस कडील मी.अब्दुल गफार खान मार्ग. सदर मिळकत सि.टी.एस. नंबर - 747 मध्दे आहे

(3)क्षेत्रफळ

(1)बांधीव मिळकतीचे क्षेत्रफळ 139.86 ची.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

- (1) अरुण एस जैन ; घर/फ़लॅट नं: 1 बी; गल्ली/रस्ताः.; ईमारतीचे नावः अँड्रोमेडा; ईमारत नं:.; पेठ/वसाहतः वरळी सिफेस; शहर/गावः मुं; तालुकाः.; पिनः 25. (2) सुमित्रा . जैन स्वतःकरिता व संजीव जैन तर्फे मुखत्यार म्हणून ; घर/फ़लॅट नं: वरीलप्रमाणे;
- गल्ली/रस्ताः ; ईमारतीचे नावः ; ईमारत नं : पेट/वसाहतः ; शहर/गावः ; तालुकाः ; पिनः -. (3) अनराधाः जैन ; घर/फ्लॅट नंः वरीलप्रमाणेः गल्ली/रस्ताः ; ईमारतीचे नावः ; ईमारत नंः ; पेट/वसाहतः ; शहर/गावः ; तालुकाः ; पिनः
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (1) रामिसंग मोतीलाल अग्रवाल (पॅन न एए-बीपी-ए 5386जे); घर/पूलॅट नं: 1 बी; गल्ली/रस्ता: .; ईमारतीचे नाव: अवंती ; ईमारत नं: ; पेठ/बुसाहत; किंग्ज सर्कल ; शहर/गाव: मुं; तालुका: ; पिन: 22.
- (2) शीला रामसिंग अग्रवाल; घर/फ़्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ताः.; ईमारतीचे नावः.; ईमारत नं:; पेठ/वसाहतः.; शहर/गावः.; तालुकाः.; पिन: -.

(7) दिनांक

करून दिल्याचा

नोंदणीचा

10/02/2004

(8) नोंद(9) अनुक्रमांक, खंड व पृष्ठ

12/02/2004 1051 /2004

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 862270.00

(11) बाजारभावाप्रमाणे नोंदणी

क्र 30000.00

(12) शेरा

signed & developed by C-DAC, Pune.



THIS MEMORANDUM RECORDING SALE is made at Mumbas this /off/day of February, 2004 BETWEEN MR. ARUN JAIN of Mumbas Indian Inhabitant having his address at Flat No.1-B, in the Building Andromeda situated at 89, Worli Seaface Road, Mumbai 400 025 herein referred to as "THE SELLER" (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns) of the FIRST PART: (1) MRS. SUMITRA JAIN (2) MR. SANJEEV JAIN and (3) MS.ANURADHA JAIN all having their address at

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Flat No.1-B, Andromeda situated at 89, Worli Seaface Road, Mumbai – 400 025 herein referred to as "THE CONFIRMING PARTIES" (which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators and assigns) of the SECOND PART: AND MR. RAMSINGH MOTILAL AGARWAL and MRS. SHEILA RAMSINGH AGARWAL both of Mumbai Indian Inhabitants having their address at \$\mathbb{I}\$-B -2/8 Avanti Apartments, King Circle, Sion (E), Mumbai herein referred to as "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators and assigns) of the THIRD PART:

WHEREAS:

- 1. The late Mr.Sudesh Jain was during his life time member of ANDROMEDA CO.OP.HSG.SOC.LTD, a Society registered under the provisions of the Maharashtra Co-Operative Societies Act 1960 and having its registered office at Andromeda, 89, Worli Seaface Road, Mumbai 400 025 (herein referred to as "the Society") and as such member of the Society the late Mr.Suresh Jain held five fully paid up shares of the face value of Rs.50/- each bearing distinctive Nos. 41 to 45 covered by Share Certificate No.17 (duplicate) in the Share Capital of the Society (herein referred to as 'the said Shares').
- 2. As such member of the society the late Mr. Suresh Jain was allotted and held on ownership basis Flat No.1B in the Building Andromeda situated at 89, Worli Seaface Road, Mumbai 400 025 belonging to the Society (herein referred to as "the said flat").

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- 3. Mr.Sudesh Jain died at Mumbai on 18.12.2002 leaving him surviving (1) Mr.Arun Jain (elder son) (being the Seller herein); (2) Mrs.Sumitra Jain (wife) (3) Mr.Sanjeev Jain (younger son) who now resides at 1916 Hull Road, VA 22182 USA and (4) Ms.Anuradha Jain (daughter) (2,3 and 4 being the Confirming Parties) as his only heirs.
- 4. During the lifetime of the said Sudesh Jain it was mutually decided between the Owners and the Confirming Parties in the presence of the late Suresh Jain that the Confirming Parties shall have no claim right title or interest in the estate and effect of the said Suresh Jain as represented by the said flat and the said shares and accordingly on the death of the late Mr.Sudesh Jain the said shares and the said flat have vested in the Seller.
- 5. The Society has also on the request of the Seller and the Confirming Parties transferred the said shares and the said Flat (which consists of two bed room, hall and a kitchen) admeasuring 1505 sq.ft. built up area and 1204 sq.ft. (carpet area) in its records in the name of the Seller from the name of the late Mr.Sudesh Jain, and the Society has recognized the Seller as the Owner of the said shares and the said Flat.
- free from encumbrances, claims and demands of any nature whatsoever and the said flat has all along been in exclusive use occupation and possession of the Seller and the Confirming (who are the immediate members of the family of the Seller) are residing in the said flat along with the Seller and the Seller is not restrained any order, any injunction or direction of any Court. Authority or Tribunal from transferring and selling the said shares and the said flat to the Purchasers.

BOMBA

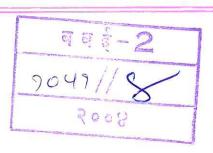
Mrs. 8. Jain for Mr.

9049//3 2008

- 7. The land on which the Building Andromeda is constructed is particularly described in the schedule hereunder written. The said Building was constructed in the year 1972 and the Occupation Certificate in respect thereof was issued by BMC on 1972.
- 8. The said Flat has all through been in use occupation and possession of the Seller as aforesaid and the Seller and the Confirming Parties have prior to the execution hereof vacated the said flat and the Seller has put the Purchasers in vacant possession of the said flat on receiving from the Purchasers the sum of Rs.1,14,18,816/- (Rupees One Crore Fourteen Lakhs Eighteen Thousand Eight Hundred and Sixteen only) being the total consideration money agreed to be paid by the Purchasers to the Seller in respect of the said shares and the said flat and accordingly the said shares and the said flat have vested in the Purchaser.
- 9. The Society has by its letter dated 2-3 | 1 | 0+ (Original whereof is annexed hereto as Annexure A) agreed to transfer the said shares and the said flat from the name of the Seller to the name of the Purchaser in its record.
- 10. The Confirming Parties declare that in view of the said mutual arrangement having been arrived at between the Seller and the Confirming Parties the Confirming Parties have no share right title and interest property claim and demand of any nature whatsoever into upon or over the said shares and the said flat and that the said shares and the said flat belong absolutely to the Seller and the Seller is entitled to sell the same to such person as the Seller may determine and that the Confirming Parties are fully aware that pursuant to the authority vested in

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MAN S. Jain S. Jain Self W



the Seller as aforesaid the Seller has sold the said shares and the said flat to the Purchasers and the Confirming Parties have agreed to join in this Memorandum Recording Sale confirming the sale of the said shares and the said flat by the Seller to the Purchasers.

11. It is necessary to execute this Memorandum Recording Sale of the said shares and the said flat in favour of the Purchasers.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

- The Seller and the Confirming Parties declare that the statements, 1. declarations and representations made by them in the foregoing recitals as also those made hereafter in this Memorandum Recording Sale are true to their own knowledge and are made by them conscientiously believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true the Purchasers have purchased from the Seller on payment to the Seller of the valuable consideration of Rs.1,14,18,816/-(Rupees One Crore Fourteen Lakhs Eighteen Thousand Eight Hundred and Sixteen only) as herein mentioned the said shares being five fully paid up shares of the face value of Rs.50/- each bearing distinctive Nos. 41 to 45 covered by Share Certificate No.17 (duplicate) in the share capital of the Society which at present in the records of the society stand in the name of the Seller and the said flat being Flat No.1 – B on the 1st floor consisting of two bed rooms, hall and kitchen and admeasuring 1505 sq.ft. built up area (1204 sq.ft. carpet area) of the Building Andrameda belonging to the Society and situated at 89, Worli Seaface Road, Mumbai 400 025 (herein referred to as "the said flat").
- 2. The Confirming Parties declare that they did not have and they do not claim any right title and interest property claim and demand of any nature whatsoever into upon or over the said shares and the said flat and that the

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Mrs. 8. Jour e. A.

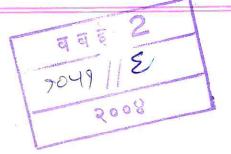
9049 // 49

same belonged absolutely to the Seller and the Seller was entitled to sell the same to the Purchaser as recorded in this Memorandum Recording Sale and the Confirming Parties have no objection to such sale and the Confirming Parties hereby confirm the said sale by the Seller in favour of the Purchasers.

- 3. As aforestated the Purchasers have prior to the execution hereof paid to the Seller the total consideration of Rs.1,14,18,816/- (Rupees One Crore Fourteen Lakhs Eighteen Thousand Eight Hundred and Sixteen only) agreed to be paid by the Purchasers to the Seller for the purchase of the said shares and the said flat. The Seller acknowledges having received from the Purchaser the said sum of Rs.1,14,18,816/- (Rupees One Crore Fourteen Lakhs Eighteen Thousand Eight Hundred and Sixteen only) and releases the Purchasers of from and against the same and every part thereof.
- 4. The Seller confirms that prior to the execution hereof and on the Purchaser having paid to the Seller the said sum of Rs.1,14,18,816/- (Rupees One Crore Fourteen Lakhs Eighteen Thousand Eight Hundred and Sixteen only) being the agreed consideration, the Seller has put the Purchasers in vacant possession of the said flat and has handed over to the Purchasers the said share certificate in respect of the said shares and the transfer form in respect of the said shares and the said flat duly singed by the Seller as the Transferor and the Purchasers as the Transferee with irrevocable authority to the Purchaser to submit the same to the Society for the purpose of transfer of the said shares and the said flat from the name of the Seller to the name of the Purchasers in the records of the Society.
- 5. The Seller has produced to the Purchasers the certificate bearing No.

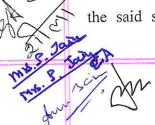
 dated 31.12.2003 issued by his assessing Income Tax officer under Section 281 of Income Tax Act 1961 giving no objection to the sale of the said shares and the said flat by the Seller to the Purchaser.

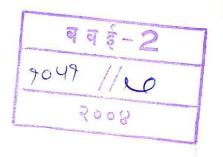
the said sha



- 6. The Seller declares that all through he has been in exclusive use occupation and possession of the said flat and the Seller and the immediate members of her family viz; his mother Mrs.Sumitradevi; his younger brother Sanjeev and his sister Ms.Anuradha (being the Confirming Parties) have been residing in the said flat along with the Seller and on the completion of the sale as recorded herein above prior to the execution hereof the Seller and the said members of his family have vacated the said flat and the Seller has put the Purchaser in vacant possession thereof.
- 7. The transfer fee viz; Rs.12,500/- (Rupees Twelve Thousand Five Hundred only) payable to the Society is paid by the Seller on the one hand and the Purchasers on the other hand in equal share.
- 8. The Seller agrees to sign at the cost of the Purchasers such further papers, documents and writings as may be required by the Purchasers from time to time for more perfectly vesting the said shares and the said flat in favour of the Purchaser.
- 9. The Seller declares that he held the said shares and the said flat as his separate property and not as a member of any Joint Hindu Family.
- 10. The Seller declares that all the dues of the Society including municipal rates and taxes and water taxes etc in respect of the said flat 1-B on the 1st floor of the said Building Andromeda till the date hereof are duly paid and Xerox copies of the receipts from the Society evidencing payment thereof have been handed over to the Purchasers and the Purchasers declare that as from the date hereof the Purchasers alone shall be responsible for payment of all society dues including municipal taxes and water taxes etc in respect of the said flat, as shall accrue as from the date hereof.

11. The Seller declares that he has the full authority and is entitled to sell the said shares and the said flat to the Purchasers as recorded in this





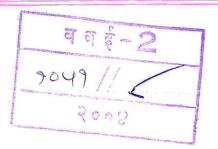
Memorandum Recording Sale and he has not done or suffered or cause to be done or suffered to be done any act, deed, matter or thing whatsoever whereby the Seller is prevented from selling the said shares and the said flat and/or executing this Memorandum Recording Sale and/or transferring the said shares and the said flat in favour of the Purchasers as recorded in this Memorandum Recording Sale or whereby the Purchasers may be obstructed prevented or hindered from enjoying the rights conferred and transferred as hereinabove in favour of the Purchasers in respect of the said shares and the said flat.

- 12. The Seller declares that as mentioned above the said flat has all through been in his exclusive use occupation and possession of the Seller and the immediate members of his family have been residing therein along with the Seller and that there have been no tenant, sub-tenant or licensee in the said flat. From the date of the execution hereof (in view of the Seller and the immediate members of his family having vacated the said flat and the Seller having put the Purchasers in vacant possession of the said flat) the Purchasers shall have unobstructed right to have and to hold the said shares and the said flat and to enjoy and occupy the said flat to the complete exclusion of the Seller and/or anyone claiming by from under or in trust for him.
- 13. The stamp duty and registration charges in respect of this Memorandum Recording Sale shall be borne and paid by the Purchaser alone.
- 14. Each party shall bear and pay the professional costs of its legal advisor.

THE SCHEDULE ABOVE REFERRED TO

ALL THOSE piece or parcel of land or ground with the message tenement or dwelling to house standing thereon situate lying and being consolidated Plot No.23A of the Worli Estate of the Municipal Corporation of

Mrs. 8. Jane. A

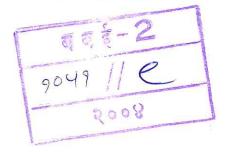


the City of Bombay (being the Original Plot Nos.23A and 23B of the said Worli Estate) on the City and Island and Sub-Registration District of Bombay containing by admeasurement 2000 sq.yds. or thereabouts and bearing New Survey Nos.3344 and Cadestral Survey No.747A and 1/747 of Worli Division and bounded as follows: that is to say: on or towards the North by Plot No.23 of the said Estate leased to Mohamed Haji Abubaker on or towards the East by Plot No.2B of the said Estate leased to Haveliram Gandhi on or towards the South by Plot No.24 of the said estate leased to Chimanlal Bhogilal Desai and on or towards the West by Maulana Abdul Gaffar Khan Road.

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

SIGNED AND DELIVERED by the withinnamed "SELLER" MR. ARUN JAIN in the presence of. Myor archa he 13 by Correspond to the control of the co)))	WWW.		
SIGNED AND DELIVERED by the Withinnamed "CONFIRMING PARTIES" (1) MRS. SUMITRA JAIN (2) MR. SANJEEV JAIN (3) MS.ANURADHA JAIN in the presence of.))))	Suriha Jain Suriha Jain C. A. To	saujiv	Jew





SIGNED AND DELIVERED by the

withinnamed "PURCHASER"

MR. RAMSINGH MOTILAL

AGARWAL

MRS. SHEILA RAMSINGH AGARWAL

in the presence of.

)

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Acknowledge to have received of and from) the withinnamed Purchaser the aggregate sum of Rs. 1, 14, \$8816/- being the full Purchaser price payable by the Purchaser to the Seller in respect of the Flat No.1B in) the building Andromeda and in respect of the five fully paid up shares of the face value) of Rs.50/- each and bearing distinctive Nos.) 41 to 45 in the Share Capital of Andromeda) Co-operative Housing Society Ltd. as under:)

Rs. 89, 18, 816 /- on 10/Feb/2004) (a)

Rs. 25,00,000 /- on 3/Dec/2003) (b)

I say received,

Witnesses Styon Splicate Fre By 1 Con N Damas B's.



Annexture A.

Andromeda Co-operative Housing Society Ltd.

Registration No. Bom / HSG 3843 of 1972 89, WORLI SEAFACE MUMBAI-400 025.

Date: 23/01/2004

To, Arun Jain Flat No. 1/B, 1st Floor, Andromeda CHS Ltd. 89, Worli Sea Face, Mumbai – 400 025.

Dear Sir,

With reference to your application dated 05/01/2004, We here below issue No Objection Certificate of the society, the same will be valid for the period of ninety days from the date of issue.

NO OBJECTION CERTIFICATE

This is to certify that Flat Premises No. 1/B on 1st floor of Andromeda Co-operative Housing Society Ltd. belongs to Mr. Arun Jain. He is the member of the society and holding five fully paid up shares vide Share Certificate's distinctive numbers 41 to 45. This is to further certify that he has paid full dues of the society upto period December 2003. The society has NO Objection if he transfers his ownership rights / titles / interest etc. of the said flat in favour of Ramsingh Motilal Agarwal & Mrs. Sheila Ramsingh Agarwal subject to compliance with the transfer procedure to be carried out as laid down in Co-operative Society Act, existing Bombay Stamp Act or any other Acts & Laws time being in force.

This N.O.C. is issued without prejudicing the society's rights / interest etc. And it does

not amount any contractual obligation on it.

For Andromeda CHS Ltd.

Hon. Secretary/Chairman

9048 92

Andromeda Co-operative Housing Society Ltd.

Registration No. Bom / HSG 3843 of 1972 89, WORLI SEAFACE MUMBAI-400 025.

Date: 03/02/2004

TO WHOMSOEVER IT MAY CONCERN

This is to certify that Mr. Arun Jain is a member of the society in respect of Flat No. 1-B on 1st Floor, we hereby certify the following.

Built-up area of the Flat is 1505 sq. ft. 1.

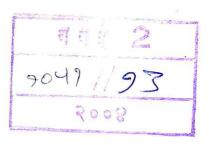
The building premise was constructed in the year about 1976.

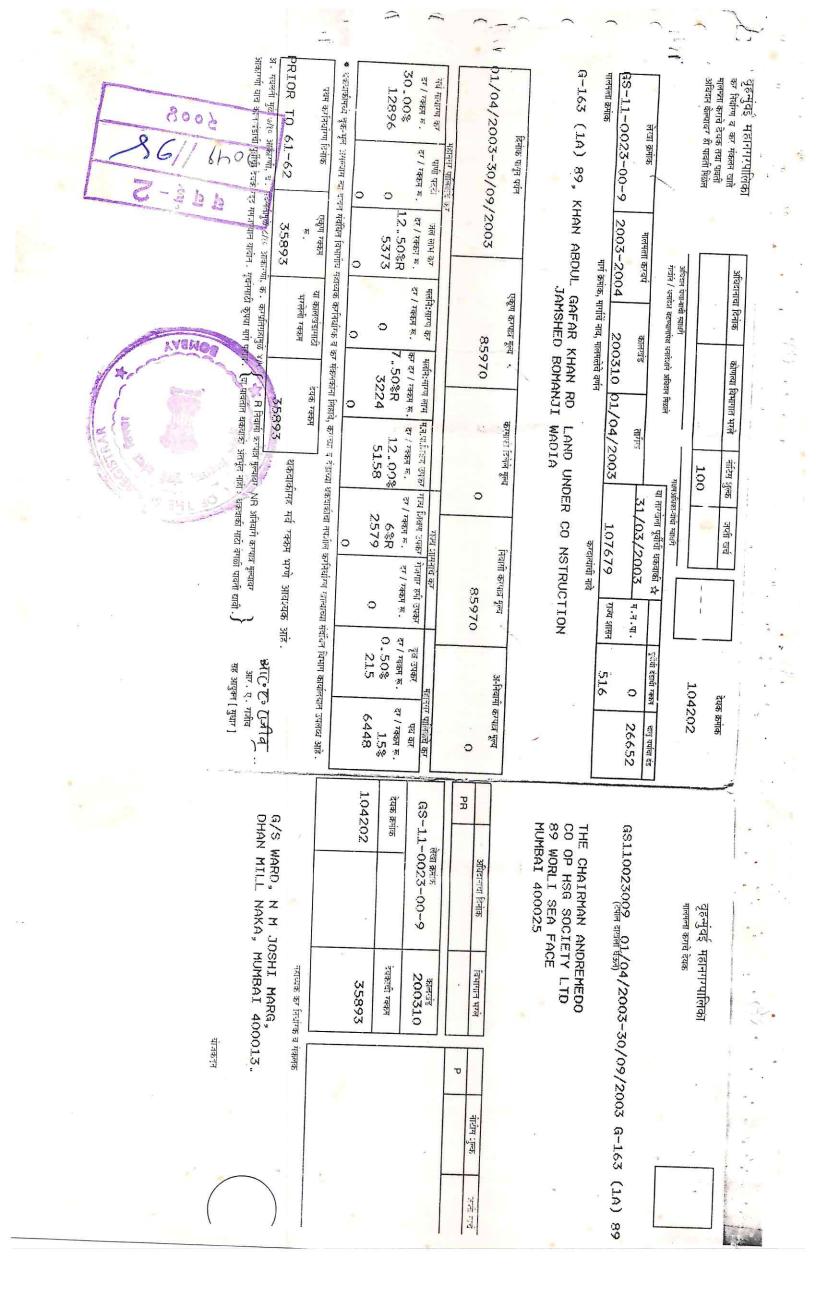
The building has two elevators.

For Andromeda CHS Ltd.

Hon. Secretary / Chairman







(10)

कोड नंबर ६१०२००२००३

कोड नंगर ६१०२००२००३ प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी की

यं.का.पु.-१०१० १०००-१०-२००३-वंगुप्ट-२० (वार. १००० (विका) नोदणी महानिरीक्षक व सुद्रांक नियंत्रक, महाराष्ट्र राज्य

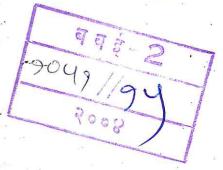
R. B. I. - MUMBAI

तमुना म. को. नि. ६ [नियम ११२ पहा] चलन क्रमानः

या डिम्हाणी जोपामासङ / उपकोषामासद भएप्यात आलेल्या रोख एकमेचे चलन भारतीय त्रेष्ट्र केंक्रेमध्ये / भारतीय स्टिब्ब बेंबेमध्ये

परणा करणान्याने परानयाचे विभागीय अधिर महत्त्वाचे विदेश क्वेषःगासने भगवयाचे कोषागाराने/अन्तर्भरागाराने/भारतीय विश्ववं वंकेने/ जिच्यायतीने किन्। भाष्यात आली आहे त्या जानतीचे भारतीय रटेट वंबेने/हैंद्राचार स्टेंट वंबेने भगवंगाच नाव/पदनामं आणि प्ताः लेख्याचे वर्गा वर्ण MR. Ramsingh Motilal -Agarwal & Mrs. Sheila Ramsing Agarwal 28. Avn. PH. Mury-22 विधाम : नोंदर्शा व सुद्रांक विभाग रक्कमं मिळाली. RESERVE BANK OF INDIA प्रधानशीर्ष : ००३० गुद्धांक य नोंदंणी फी HORT, MUMBAL भरणा करण्यात्वयधीच्या प्राधिकारण्यात्वा तप्सांस आणि उपम्यानशीर्थः ३३ नोदणी फी COUNTER Ne. 1 भरगा करण्यांचा उहेर गौणशीर १०४ दस्तऐवज्ज्या नोदंगीकांजी की दस्त्रेषेवच नोडणी की सर्वसाधारण वर्तुली DAYE 1 1 FEB 2004 भरणां केलेली गाका राय 30,000/-संगणकः संतेतिक CHALLAN No. P CASH RECEIVED No. पर्णा करण*ान*े Auth Signatory मह दुसम निमुद्दाक या अध्यकान्यांचा स्वती जिल्ला इतानांचा.







(4.3 OCT 2003) (1.3 OCT 2003) (1.

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POWER OF ATTORNEY

I SANJIV JAIN, Son of Sudesh Jain., residing at 1916, Hull Road, Vienna VA 22182, U.S.A.

SEND GREETINGS:

WHEREAS:

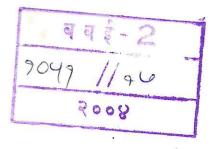
 My father LATE SUDESH CHAND JAIN was during his life time and until his death which occurred on 18.12.2002 was the member of Andromeda Co-operative Housing Society Ltd., a Co-operative Housing Society registered

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under the Maharashtra Cc-operative Societies Act, 1960 under No. BOM/Co-operative Housing Society Ltd./3843 of 3.11.1972 and having its Registered Office at 89, Worli Seaface, Mumbai 400 025 (herein referred as "THE SAID SOCIETY").

- 2. As such member of the said Society, my father LATE SUDESH CHAND JAIN held five fully paid up shares of the face value of Rs.50/- each bearing distinctive Nos.41 to 45 and covered by Share Certificate No.17 dated 24.11.72 (duplicate) in the share capital of the Society (herein referred to as "THE SAID SHARES" and was also allotted flat No.1B in the building known as Andromeda belonging to the said Society at 89, Worli Seaface, Mumbai 400 025 hereinafter referred to as the SAID FLAT and my father late SUDESH CHAND JAIN had made a nomination in respect of the said shares and the said flat in favour of all his heirs and legal representatives including me.
- 3. During the life time of my father it was decided between all the heirs and legal representative of my late father viz. myself, my mother Sumitra Jain, my sister Anuradha Jain and my brother Arun Jain that the only asset which my father will leave at the time of his death viz. the is said Flat No. 1B and the said shares which will be disclaimed by myself, my mother Sumitra Jain, my sister Anuradha Jain and the same shall belong to and vest in my brother Arun Jain and all liabilities of my father at the time of





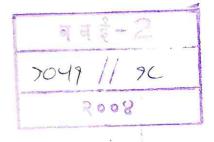


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death shall also be disclaimed by myself, my mother Sumitra Jain, my sister Anuradha Jain and the same shall be borne, paid and discharged my brother Arun Jain.

- 4. My father LATE SUDESH CHAND JAIN died at Mumbai on 18.12.2002 leaving me, my mother Mrs. Sumitra Jain, my sister Anuradha Jain and my brother Arun Jain as the legal heirs and representatives.
- 5. My mother Mrs. Sumitra Jain, my sister Anuradha Jain and myself have according to the decision taken during the life time of my father have disclaimed all our right title, claim and interest in the said flat and said shares as also the liabilities of my late father in at the time of his death and have decided to record our disclaimer in my late fathers assets and liabilities in a separate declaration to be executed for the purpose and it has also been decided to request Andromeda Co-operative Housing Society Ltd. to transfer all the right, title, interest of my late father to the name of the said Mr. Arun Jain and admit him as a member of Andromeda Co-operative Housing Society Ltd. and to make the said Arun Jain exclusively liable for recovery of all dues and other liabilities and debts of my late father from the said Arun Jain to the exclusion of other heirs.
- 6. On account of my pre-occupation and being out of India, I am unable to come to India to personally record the disclaimer and



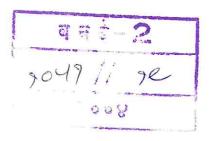


relinquishment of my claim in the said flat and the said shares jointly with my mother, Mrs. Sumitra Jain and my sister Anuradha Jain as the heir legal representative of my father late Sudesh Jain in the said flat and the said shares and to facilitate the transfer of said flat and said shares in the name of my brother said Mr. Arun Jain. I am desirous of jointly and severally appointing my mother, Mrs. Sumitra Jain and my brother Arun Jain jointly and severally as my true and lawful attorneys to do various acts, deeds, matters and things as my said attorneys may deem expedient an necessary for the purpose.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I, SANJIV SUDESH JAIN, do hereby nominate, constitute and appoint jointly and severally my brother said Mr. Arun Sudesh Jain and my mother said Sumitra Sudesh Jain to be my true and lawful attorneys hereinafter referred to as the SAID ATTORNEYS to do the following acts, deeds, matter and things for me on my behalf and in my name which I could have personally done to facilitate and record my disclaimer in the right, title, interest as heirs and legal representatives of late Sudesh Jain in the said flat and said shares that is to say.

1. To execute Declaration jointly with my mother, Mrs SumitraJain and my sister Anuradha Jain recording to disclaimer in respect of







all my right, title, interest in the said flat viz. in flat No. I-B in the building known as "Andromeda" belonging to Andromeda Cooperative Housing Society Ltd.. situated at 89, Worli Seaface,
Mumbai 400 025, and said shares viz. share certificate No.17
dated 24.11.72 comprising of five shares of face value of Rs. 50/each bearing distinctive Nos. 41 to 45.

- 2. To execute Deed of Indemnity, Undertaking, Application and/or any other documents on my behalf jointly with my said mother, Mrs Sumitra Jain and the said sister Anuradha Jain for proper and effectual disclaimer and release of all my claim, right, and interest and liabilities in the said flat and the shares so as to transfer all right, title, claim, interest and liabilities in the said flat and the flat in my brother, Arun Jain.
- 3. To become confirming party in MOU and Deed of Sale that may be executed by the said Arun Jain for the sale and transfer of his title, right, interest, in the said flat and the said shares in favour of prospective purchaser and to give NOC on my behalf if required.
- 4. To make application singly or jointly with my mother Sumitra Jain and my sister Anuradha Jain to the said society for transmission of legal interest of my late father in the said flat and said shares

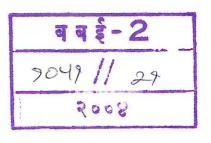




from the name of my late father Sudhesh Jain to the name of my said brother, Mr Arun Jain and for the purpose to sign such forms, deeds, documents, indemnities, applications, undertakings, letters in favour of the said society as also in favour of my said brother Arun Jain as the said society may require.

- 5. To appear before the Sub-Registrar of Assuarances at Mumbai to lodge the document for registration and/or to admit execution thereof, if so required in law.
- 6. To sign, seal and execute such documents/writings as may be necessary for completing the transaction of disclaimer of my right, title, interest and claim in the said flat and said shares as heirs and legal representatives of my father late Sudesh Jain.
- 7. To sign as confirming party giving no objection to the sale and transfer by said Arun Jain of the said flat and the said shares as an absolute owner thereof after the same is transferred from the name of my father to the name of the said Arun Jain.
- 8. To carry on correspondence with the Secretary of Andromeda Cooperative Housing Society Ltd. and with all concerned authorities
 including govt, semi govt, and local authority for transmission of









legal interest in the said flat and said shares in favour of my brother said Arun Jain.

- 9. In general, to carry on correspondence and/or make representations with such other government, semi-government department or the local authority and to do all such acts, deeds, matters which I as one of the heirs and legal representatives could have personally done for facilitating the transfer of the said flat and the said shares to the name of my brother said Arun Jain and for facilitating the transfer and sale by said Arun Jain his right title and interest in the said flat and said shares to any third party as an absolute owner as the said Arun Jain may desire.
- 10. For the better doing, performing and executing of all the matters and things aforesaid, I hereby further grant unto the said Attorneys full power and absolute authority to substitute and appoint in their place and stead on such terms as they shall think fit one or more Attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other or others in place of such Attorneys as the said Attorneys shall from time to





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I hereby ratify and confirm whatsoever the said Attorneys shall do by virtue of these presents AND I HEREBY DECLARE that this Power of Attorney is irrevocable and I shall not cancel, revoke, curtail or abridge this Power of Attorney and/or act or omit to act whereby the rights of the benefiaries in whose favour the rights are created or duties cast are prejudically and/or adversely affected.

IN WITNESS WHEREOF, I, the abovenamed Sanjiv Jain, son of Sudesh Jain have set and subscribed my signature to this writing this 24. Day of November 2003.

SIGNED, SEALED AND DELIVERED

By the withinnamed Sanjiv

Jain, son of Sudesh Jain

In the presence of

Carole Jame Beach, Nistanj Pardie

PHOTO OF SANJIV JAIN

PHOTO OF ARUN JAIN

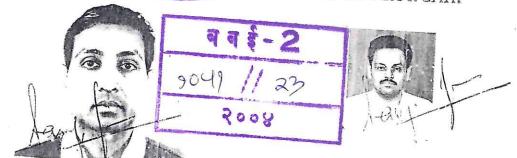


PHOTO OF SUMITRA



City of Restan, Country of Harris Commonwealth of Virginia, United States of a The foregoing unstrument was adenousledged before me this 24th day of November 2005 to lawee Jane Black, Notary Rubbie

My Comm. Exps Duo 2007

बबइ2 दस्त गोषवारा भाग-1 12/02/2004 दुय्यम निबंधकः दस्त क्र 1051/2004 11:18:19 am मुंबई शहर 2 (वरळी) 27 दस्त क्रमांक : 1051/2004 दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा नावः रामसिंग मोतीलाल अग्रवाल (पँन नं एए-बीपी-ए 5386जे) लिहून घेणार पत्ताः घर/फ़्लॅट नंः 1 बी वय 63 गल्ली/रस्ताः. ईमारतीचे नावः अवंती सही ईमारत नं: पेट/वसाहतः किंग्ज सर्कल शहर/गाव:मुं तालुकाः. पिन: 22 नावः शीला रामसिंग अग्रवाल पत्ताः घर/फ़्लॅट नंः वरीलप्रमाणे लिहून घेणार गल्ली/रस्ताः. वय 60 ईमारतीचे नावः. ईमारत नं:. सही पेट/वसाहतः शहर/गाव; 34) 191 M 15496 56724 तालुकाः. पिन: -नावः अरुण एस जैन 3 पत्ताः घर/फलॅट नं: 1 बी लिहून देणार गल्ली/रस्ता:. वय ईमारतीचे नावः अँड्रामेडा ईमारत नं: सही पेट/वसाहत: वरळी सिफेस शहर/गाव:मुं तालुकाः पिन: 25 नावः सुमित्रा . जैन स्वतःकरिता व संजीव जैन तर्फे मुखत्यार म्हणून मान्यता देणार पत्ताः घर/फ्लॅट नंः वरीलप्रमाणे वय 62 गल्ली/रस्ताः. ईमारतीचे नावः सही ईमारत नं:. पेट/वसाहत:. शहर/गाव; तालुका:. पिन: -नावः अनराधा, जैन 5 पत्ताः घर/फ़्लॅट नं: वरीलप्रमाणे मान्यता देणार गल्ली/रस्ताः. वय 38 ईमारतीचे नावः ईमारत नं:. सही पेट/वसाहतः शहर/गाव;



सह दुष्पम निक्धक गुंबई शहर के के



दस्त गोषवारा भाग - 2

बबइ2

पावती क्र.:1054

पावतीचे वर्णन

दस्त क्रमांक (1051/2004)

दिनांक:12/02/2004

दस्त क्र. [बबइ्2-1051-2004] चा गोषवारा

बाजार मुल्य :9868522 मोबदला 11419000 भरलेले मुद्रांक शुल्क : 862270

दस्त हजर केल्याचा दिनांक :12/02/2004 11:10 AM

निष्पादनाचा दिनांक : 10/02/2004 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 12/02/2004 11:10 AM

शिवका क्र. 2 ची वेळ : (फ़ी) 12/02/2004 11:14 AM शिक्का क्र. 3 ची वेळ : (कबुली) 12/02/2004 11:16 AM शिक्का क्र. 4 ची वेळ : (ओळख) 12/02/2004 11:17 AM

दस्त नोंद केल्याचा दिनांक : 12/02/2004 11:18 AM

30000 :नोंदणी फी

एए-बीपी-ए 5386जे)

500 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

(आ. 11(2)),

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

नांव: रामसिंग मोतीलाल अग्रवाल (पॅन नं

एकत्रित फ़ी

30500: एकूण

दु. निबंधकाची सही, मुंबई शहर 2 (वरळी)

ओळख :

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

1) मोहन परमार ,घर/फ़्लॅट नं:.

गल्ली/रस्ताः.

ईमारतीचे नावः सुजाता

ईमारत नं:

पेट/वसाहतः

शहर/गाव;मुं

तालुकाः.

2) आदित्य. अग्रवाल ,घर/फ़्लॅट नं: बी 2/8

गल्ली/रस्ताः.

ईमारतीचे नावः अवंती

ईमारत नं:.

पेट/वसाहत: किंग्ज सर्कल

शहर/गाव:मुं तालुकाः. पिन: -

दु. निबंधकाची सही मुंबई शहर 2 (वरळी)

BOMBA

अमाजित करकेत रेते की बा

विद्यार मी ला

92/2/2007 सारीख

> gern Mann, ger. वाधिताची सुनावची करच्या बेरीब विवेचकाने अने मधिकार समावेकाः