KANTILAL UNDERKAT & CO.

ADVOCATES & SOLICITORS

K. G. Underkat

Ref. No. _

KGU/NCS-248/ 149 /2004

UNADKAT TERRACE, 1ST FLOOR, 27, ANJU SHOPPING CENTRE, TILAK ROAD, SANTACRUZ (W), MUMBAI 400 054.

TEL. : 2605 2459 / 2605 2460

FAX : 2605 4009

23rd April, 2004

Shri. Haresh H. Sanghvi 1/E, Rajni Kunj, M. G. Road, Opp. Dena Bank, Kandivli (West), Mumbai – 400 067.

Dear Sir,

Re: Property at Village Poisar bearing CTS No.707A, Survey No.24, Hissa No.1 (part) of Village Poisor admeasuring 4058.4 sq.metres or thereabouts Taluka Borivli (Property) including D. P. Road described in the Second Schedule hereunder written.

- 1. In the above matter we have already issued to you our certificate of title dated 11th march, 2004 bearing reference No.KGU/NCS-248/83/2004.
- 2. In para 5 of the said certificate we had mentioned that by an agreement dated 27th September, 2003 you had agreed to pay Rs.1,00,00,000/- (Rupees One Crore Only) to the Occupant in full and final settlement of his claim as set out therein.
- 3. By para 6 thereof we had recorded that the Occupant has handed over to you the possession of the said structures and Rs.65,00,000/- (Rupees Sixty Five Lacs Only) was already paid by you and Rs.35,00,000/-(Rupees Thirty Five Lacs Only) remained to be paid.
- 4. You have paid the said balance amount of Rs.35,00,000/(Rupees Thirty Five Lacs Only) in the first week of April, 2004 and now nothing remains due and payable by you to the Occupant.
- 5. By para 7 of the said Certificate we had pointed that you had agreed not to part with possession the said property and to put any

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purchaser in possession of the premises constructed by you till balance amount of Rs.35,00,000/- is paid by you to the said Occupant. In view of the payment of the balance amount of Rs.35,00,000/- as mentioned above you are now entitled to part with possession of the said property and/or to put in possession the purchasers of any premises constructed by you.

6. In the premises in our view the title of the above property described in the Second Schedule hereunder written is clear, marketable and free from encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground situate lying and being in the Revenue Village of Poisar in the Registration Sub-District of Mumbai City and Mumbai Suburban containing by admeasurement 5033 sq.yards or thereabouts bearing Survey No.24, Hissa No.1 Part, CTS No.707A which said land is bounded as follows, that is to say: -

On or toward the North: by S.No.22, H.No.30 CTS No.705

and 706 (part);

On or towards the South : by S.No. 24, H.No.1, CTS

No.707B;

On or towards the East : by Western Express Highway

S.No.24, H.No.1 and the land

under the same;

On or towards the West: by S.No.23, H.No.3, CTS No.708

& 719.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or part of land or ground situate lying and being in the Revenue Village of Poisar in the Registration Sub-District of Mumbai Suburban containing by admeasurement 4058.4 sq.metres or thereabouts including D.P. Road or as may be found ultimately by

Survey thereof bearing C.T.S. No.707A, Survey No.24, Hissa No.1 (part) and bounded as follows:

On or towards the North : by CTS No.706 (Part);

On or towards the South : by building known as Krishna

Palace, CTS No.707B;

On or towards the West : by Proposed 60 ft. D.P. Road; and

On or towards the East : by Western Express Highway.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground situate lying and being in the Revenue Village of Poisar in the Registration Sub-District of Mumbai Suburban containing by admeasurement 817.20 sq.metres or thereabouts bearing CTS No.707A Survey No.24, Hissa No.1 (part) and bounded as follows: -

On or towards the East : by proposes 60' D.P. Road;

On or towards the South : by Plot CTS No.707-B;

On or towards the North : by Plot bearing CTS No.705(p)

703 and 706 (p);

On or towards the West : by Plot bearing CTS No.708 and

CTS No.709.

Dated this 23rd day of April, 2004.

For M/s. Kantilal Underkat & Co. Advocates and Solicitors

Proprietor

K. G. Underhal-