

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 1 & 24)

SANCTION OF DEVELOPMENT

सुधारित

PERMISSION / COMMENCEMENT CERTIFICATE

Application No. 3403/222-TMC-TDD 48 Date 24/03/09

To Shri/Smt. आर्किटेक्चर कन्सल्टंट्स (इ) प्रा.लि. (Architect)

Shri/Smt. होल्दास लि. (Owners)

शेठ देवदत्त परम प्रा.लि. तर्फे डाक्टरेटर श्री. अश्वीन एन शेठ व इतर (कुलमुखत्यापत्रधारक)

With reference to your application No. 439 dated 11/02/09 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building नवीन प्रमाणे in village चण्णपाखाडी Sector No. IV Situated at Road / Street S.No. / C.T.S. No. / F.P. No. नवीन प्रमाणे

the development permission / the commencement certificate is granted subject to the following conditions

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.

स.नं. 34/8, 4, 2, 1 (पार्ट), 10, 11, स.नं. 41/8 (पार्ट), 4 (पार्ट), स.नं. 42/1 (पार्ट), 2, स.नं. 43 (पार्ट), स.नं. 44/2, 3, 1 (पार्ट), 10 (पार्ट), 11, 12, स.नं. 45/1 (पार्ट), 3 (पार्ट), 4, 5, स.नं. 46/1 (पार्ट), 7 (पार्ट), 8 (पार्ट), 10

प्लॉट A वरील इमारती :-

- 1) इमारत क्र. 1 :- स्टील + 1 ते 2 मजले + 2.2 वा इन्फ्लेक्स मजले
- 2) इमारत क्र. 3 व 4 :- स्टील + 1 ते 1.6 मजले + 1.9 वा इन्फ्लेक्स मजले
- 3) इमारत क्र. 5 व 6 :- स्टील + 1 ते 2 मजले
- 4) इमारत क्र. 7 :- स्टील + 1 ते 2.3 मजले
- 5) इमारत क्र. 8 :- स्टील + 1 ते 3 मजले

प्लॉट B वरील इमारती :- विंग अ, बी, सी, डी, इ- स्टील + 1 ते 1.1 मजले, रो हाऊस- तळ + 1 मजला

अटी :- 4) सुधारित परवानगी/सी.सी. क्र. ठामपा/शिविवि/177 दि 23.6.08 मधील संबंधीत अटी बंधनकारक राहतील.

5) प्लॉट बी वरील 1823.00 चौ.मी. चे सी.सी. पुर्वी मा. उच्च न्यायालयाचे अंतिम आदेश दाखल करणे आवश्यक राहिल.

WARNING PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNIZABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

सावधान

Office No.
Office Stamp
Date



टलर - 4	
दिस्त	क्रमांक 9008 / 2090
86 / 11	

Yours faithfully

EXECUTIVE ENGINEER



Monday, July 31, 2006

3:11:10 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3987

गावाचे नाव जचपाखाडी

दिनांक 31/07/2006

दस्तावेजाचा अनुक्रमांक टनन 1 - 03984 - 2006

दस्ता वेजाचा प्रकार मुखत्यारनाम

सादर करणाराचे नाव:- शेठ डेव्हलपर्स प्रा लि तर्फे कु सु मुकेश एल शह

नोंदणी फी	-	100.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),	-	220.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (11)		
एकूण रु.		320.00

आपणार हा दस्त अंदाजे 3:25PM ह्या वेळेस मिळेल

दुय्यम निवधक

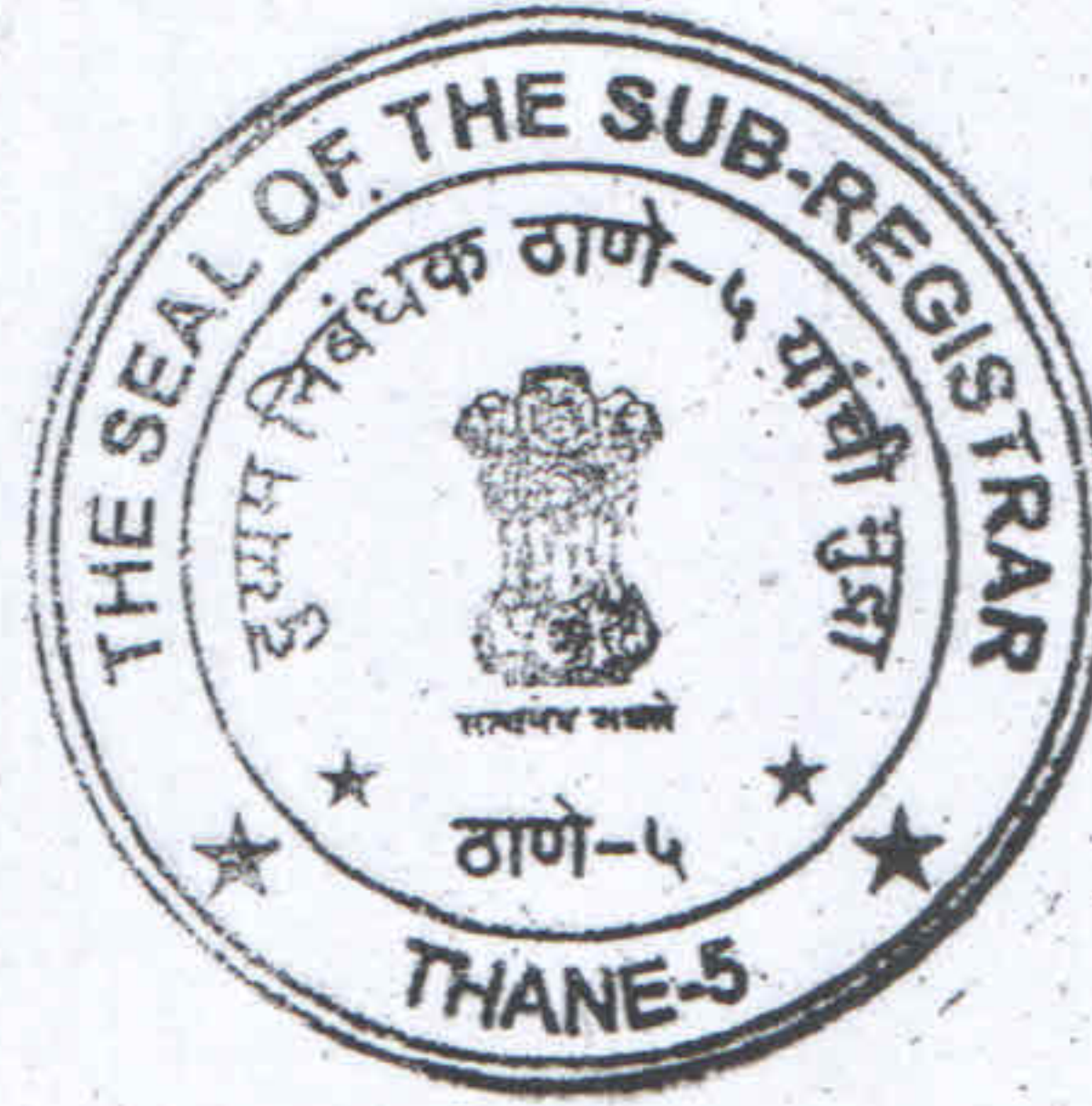
मुख्य निवधक

बाजार मूल्य: 1 रु.

मोबदला: 1 रु.

भरलेले मुद्रांक शुल्क: 200 रु.

31/07/2006



टनन - ५	
दस्त	2008 / 2090
क्रमांक	86 / 00

Authorized Signatory of Sheth Developers Pvt Ltd. registered office at 11, Vora Palace, M.G. Road, Kandivali (w), Mumbai-400 067

acquired from Sheth Developers Pvt Ltd., an entitled to carry out development by constructing buildings in our Project known as Vasant Lawns (hereinafter referred to as the said Buildings) on the piece and parcels of lands, the details whereof are given in the first schedule hereunder written by and between Sheth Developers Pvt Ltd. the One Part and Sheth Developers Private Limited of the Other Part

(b) Sheth Developers Pvt Ltd., as Developers are entitled to sell and dispose off on Ownership Basis Flats /Shops /Premises /Garages /Parking Spaces and any other structures in the said buildings in our Project known as Vasant Lawns to prospective purchasers of such Flats /Shops /Premises /Garages /Parking Spaces etc;

WHEREAS :

(a) We, Sheth Developers Pvt Ltd., are entitled to carry out development by constructing buildings in our Project known as Vasant Lawns (hereinafter referred to as the said Buildings) on the piece and parcels of lands, the details whereof are given in the first schedule hereunder written by and between Sheth Developers Pvt Ltd. the One Part and Sheth Developers Private Limited of the Other Part

(b) Sheth Developers Pvt Ltd., as Developers are entitled to sell and dispose off on Ownership Basis Flats /Shops /Premises /Garages /Parking Spaces and any other structures in the said buildings in our Project known as Vasant Lawns to prospective purchasers of such Flats /Shops /Premises /Garages /Parking Spaces etc;

Received With Thanks
Rs. 200/- Towards
Payment of Stamp Duty

DD / Cheque No. Cash

Drawn on Bank _____

Office of the Sub-Registrar, Thane-1

Stamp Duty paying party: Mukesh Shah

ICICI Bank Ltd. Customer Copy

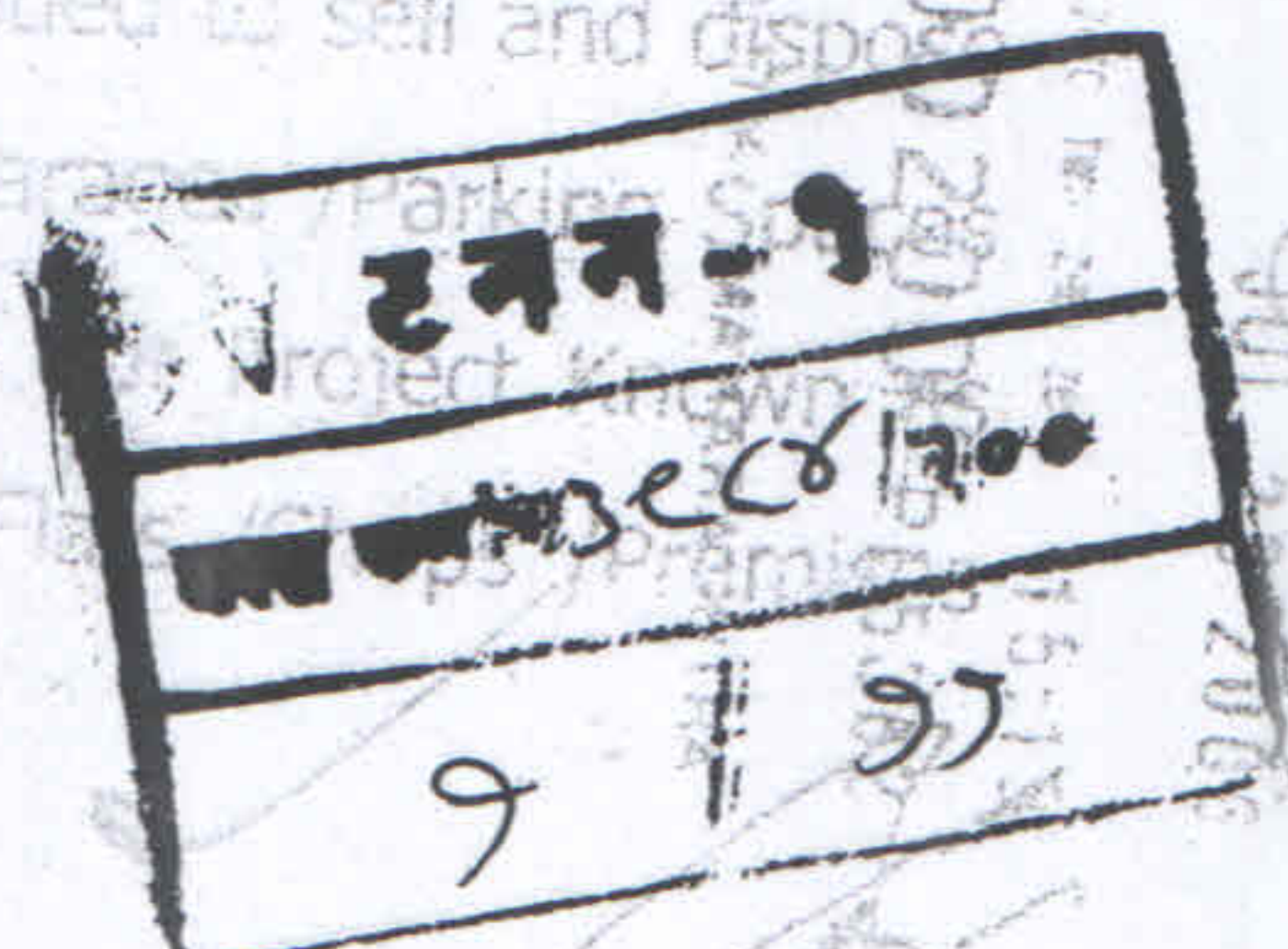
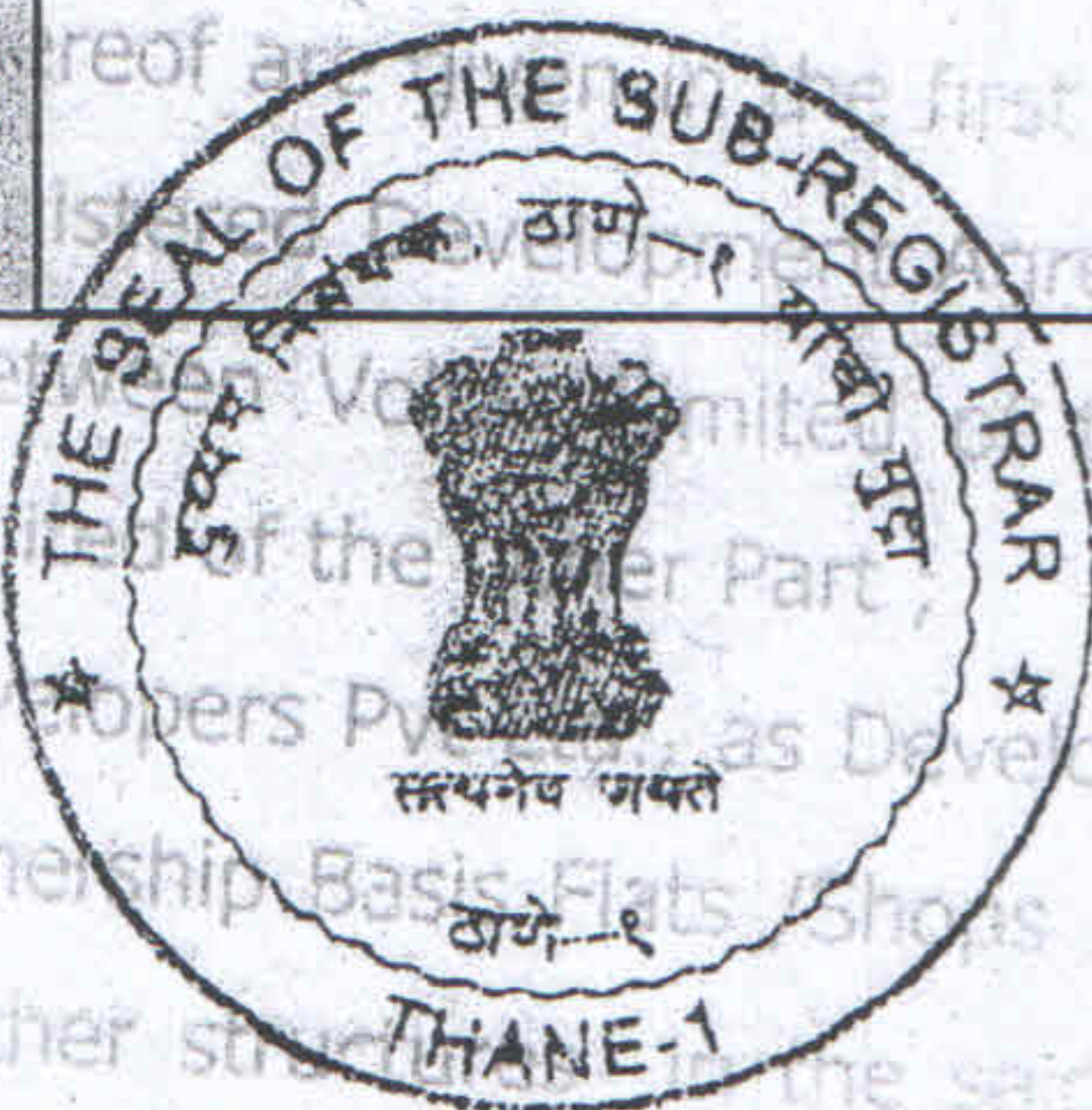
Deposit Br. 44268

Date: 28/7/06

Pay to: ICICI Bank Ltd. A/C Stamp Duty

Franchising Value	Rs. 200/-
Service Charges	Rs. 100/-
Total	Rs. 300/-

Stamp Duty paying party: Mukesh Shah



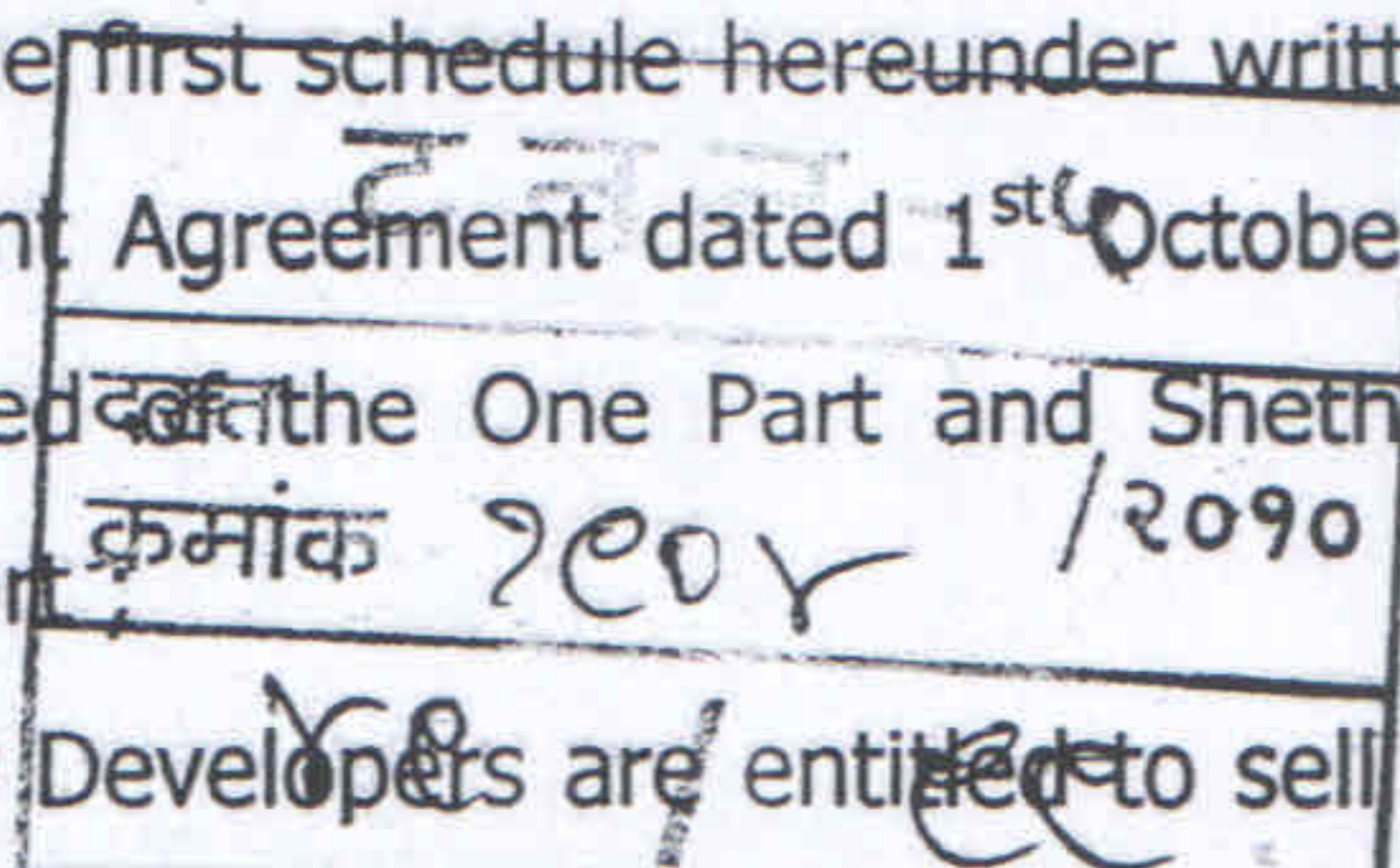
POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Mr. Mukesh L Shah, the Authorised Signatory of Sheth Developers Pvt Ltd. having its registered office at 11, Vora Palace, M.G. Road, Kandivali (w), Mumbai- 400 067 and present address at Vasant Lawns Site Office, Vasant Lawns, Panchpakhadi Thane (w)

SEND GREETINGS :

WHEREAS :

- (a) We, Sheth Developers Pvt Ltd., are entitled to carry out development by constructing buildings in our Project known as Vasant Lawns (hereinafter referred to as the said Buildings) on the piece and parcels of lands, the details whereof are given in the first schedule hereunder written by and between Sheth Developers Pvt Ltd. the One Part and Sheth Developers Private Limited of the Other Part
- (b) Sheth Developers Pvt Ltd., as Developers are entitled to sell and dispose off on Ownership Basis Flats /Shops /Premises /Garages /Parking Spaces and any other structures in the said buildings in our Project known as Vasant Lawns to prospective purchasers of such Flats /Shops /Premises /Garages /Parking Spaces etc;



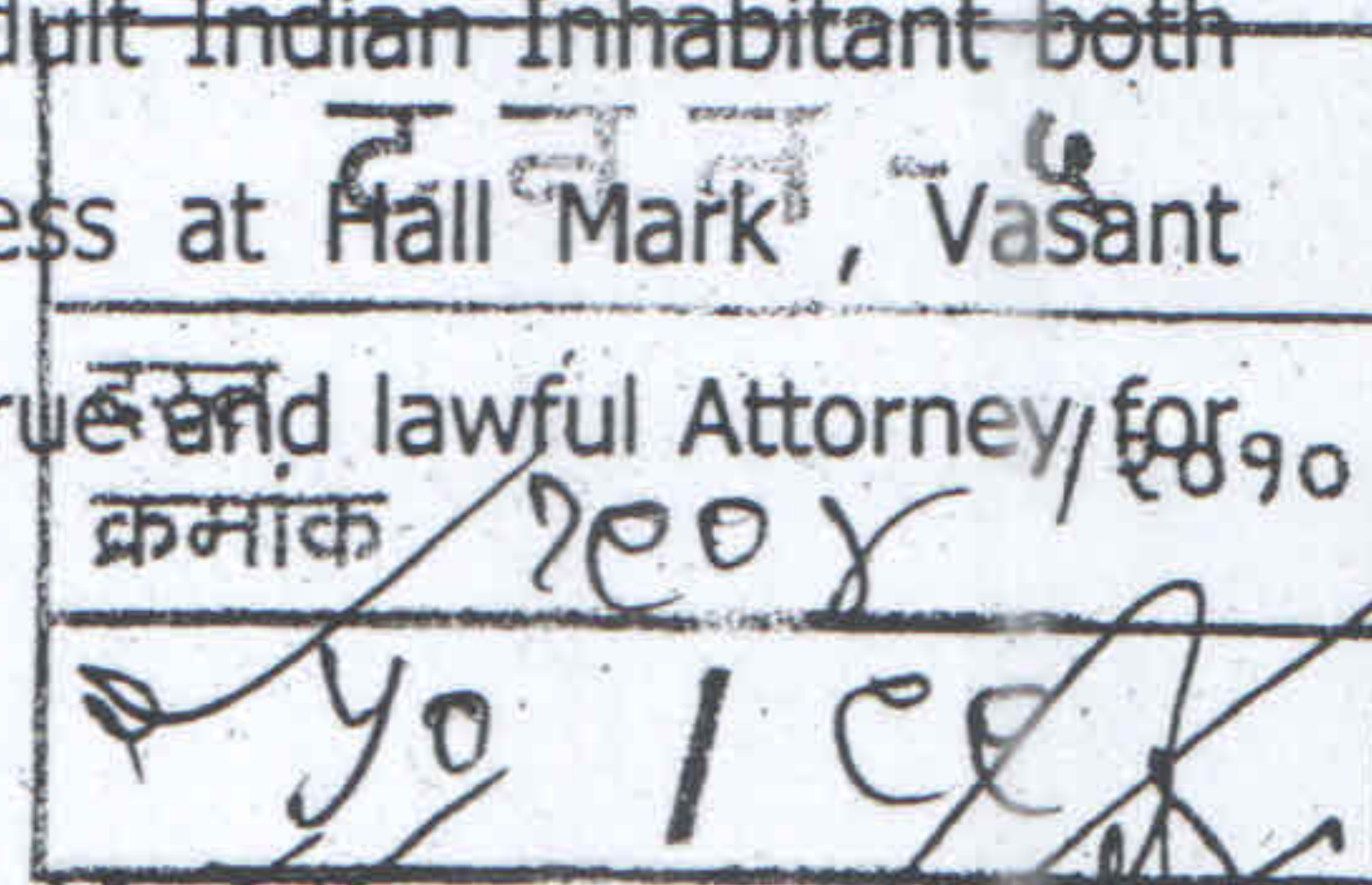
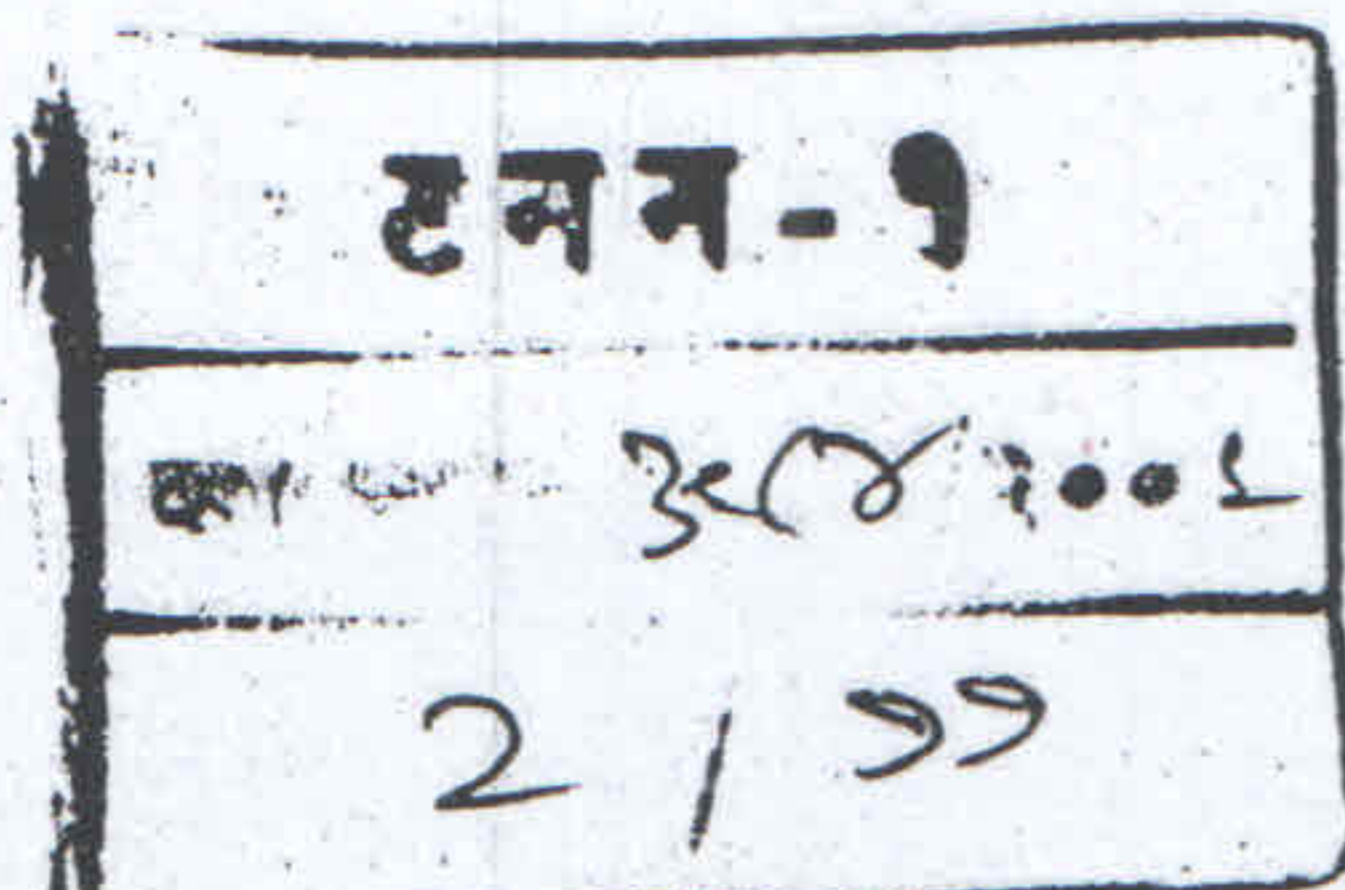
ICICI BANK LTD.,
Shagun Mall, Film City Road,
Corregao (E), Mumbai - 400 063
D-5/STPIV/C.R. 1011/14/2005
728 to 731

ICICI BANK LTD.,
Shagun Mall, Film City Road,
Corregao (E), Mumbai - 400 063
D-5/STPIV/C.R. 1011/14/2005
728 to 731

SPECIAL
ADHESIVE
JUL 28 2006

- (c) By and under Power of Attorney dated 21/6/06, Mr Ashwin N Sheth has appointed me as the constituted attorney to sign and execute Agreements for sale to be entered into with prospective purchasers of Flats/Shops/Garages/Premises/Parking Spaces in the Buildings constructed in our Project Known as Vasant Lawns and on signing and executing the Agreements for Sale to cause appearance on the occasion of Registration of such Triplicate Agreements to be executed with such prospective purchasers towards the sale of Flats/ Shop's/ Premises/ Garages/ Parking Spaces as one of the parties of the above mentioned Agreement.
- (d) Due to pressures of work I am not able to admit the execution before the Registration Authority at Thane and require to appoint some fit person in my place and stead to register the Agreements for Sale in respect of the Flats/Shops/Garages/Premises/Parking Spaces in the Buildings to be constructed in the Vasant Lawns Project
- (e) Whereas by virtue of clause 4 of the said Power Attorney dated 21/06/2006 I have the right to appoint one or more substitutes /delegates to perform any of the matters things .
- (f) I, Mr. Mukesh L Shah, Indian Inhabitant, having my present address Vasant Lawns Site Office, Vasant Lawns, Panchpakhadi Thane (w) , as the Constituted Attorney of Sheth Developers Pvt Ltd., the Developer of the said Buildings in the Vasant Lawns Project do hereby appoint Mr. Pawan Thakur and Mr. Vishnu Pacharne both having their official address at Hall Mark , Vasant Oscar , L B S Marg , Mulund (W) Mumbai, either jointly or severally , as my substitute to cause appearance on the occasion of Registration of such Triplicate Agreements to be executed with such prospective purchasers towards the sale of Flats/ Shop's/ Premises/ Garages/ Parking Spaces of the Buildings to be constructed in the Vasant Lawns Project as one of the parties of the above mentioned Agreement.

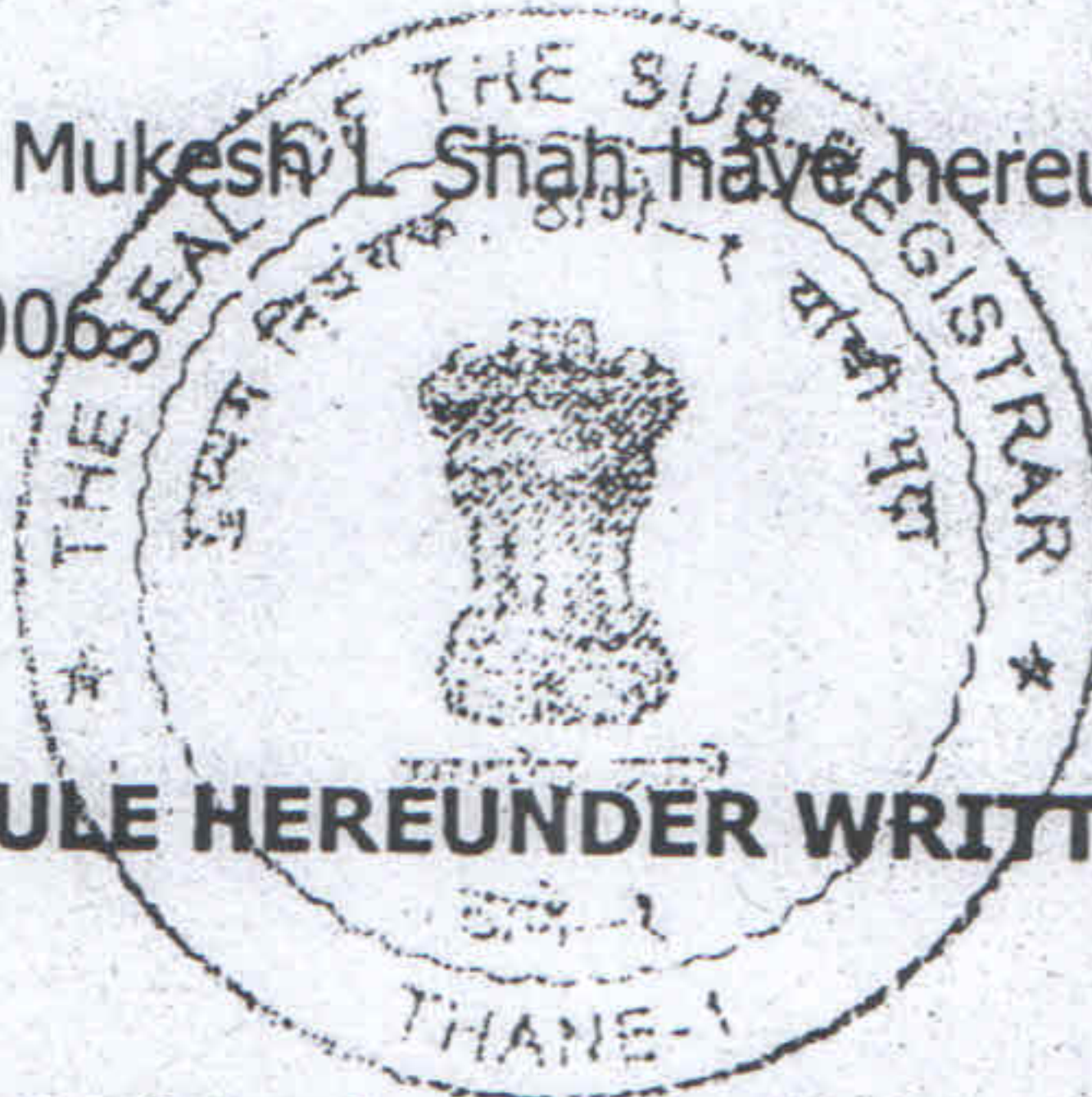
NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH that I Mr. Mukesh Shah , Constituted Attorney of Sheth Developers Private Ltd (hereinafter referred to as "the said Director") do hereby appoint, constitute and nominate Mr. Pawan Thakur and Mr. Vishnu Pacharne , both adult Indian Inhabitant both either jointly or severally, having their official address at Hall Mark , Vasant Oscar, L B S Marg , Mulund (W) Mumbai to be my true and lawful Attorney for me and in my name for the following purpose:-



1. To admit, attest, to register and to do such other acts as may be necessary for, the Registration of the Agreements for Sale in Triplicate of Flats/Shops/ Office Premises/Commercial Premises /Garages/Parking Spaces in the said Buildings executed by my Attorney on my behalf as one of the parties to the said Agreements before the Registrar/Sub Registrar of Assurances at Thane .
2. To do all other acts, deeds, matters and things that may be necessary or incidental to the execution and registration of the Agreement of Sale in regard to the sale of Flats/Shop/ offices/ Commercial Premises /Garages / Parking Spaces in the said Buildings to be constructed in our Vasant Lawns Project .

And I agree to ratify and confirm all and whatever my Attorneys shall do or purport to do or caused to be done by virtue of these presents.

IN WITNESS WHEREOF I, Mr. Mukesh L. Shah have hereunto set my hands at Mumbai this 31st day of July, 2006



THE FIRST SCHEDULE HEREUNDER WRITTEN :

Portion of all that piece and parcel of land, situate lying and being situated in Village Panchpakhadi , Thane as per Development Agreement dated 1st October admeasuring as under : -

Survey No/ Hissa No .	AREA(SQ.MTS.)
52(1pt)	3030.00
52(2Pt)	13030.00
53(pt)	330.87
70(2pt)	1500.00
70(3)	480.00
70(10pt)	880.00
70(11)	480.00
71(1pt)	10630.00
71(5)	450.00
72(1)	6520.00
72(4)	2250.00
72(6)	430.00
72(7)	8020.00
72(10)	130.00
total	48160.87



टनन-१

क्रमांक ३८८४-००६

३/११

टनन-५

दस्त क्रमांक १८०४ / २०१०

५१/११/०६

[Handwritten signature]

SIGNED SEALED AND DELIVERED

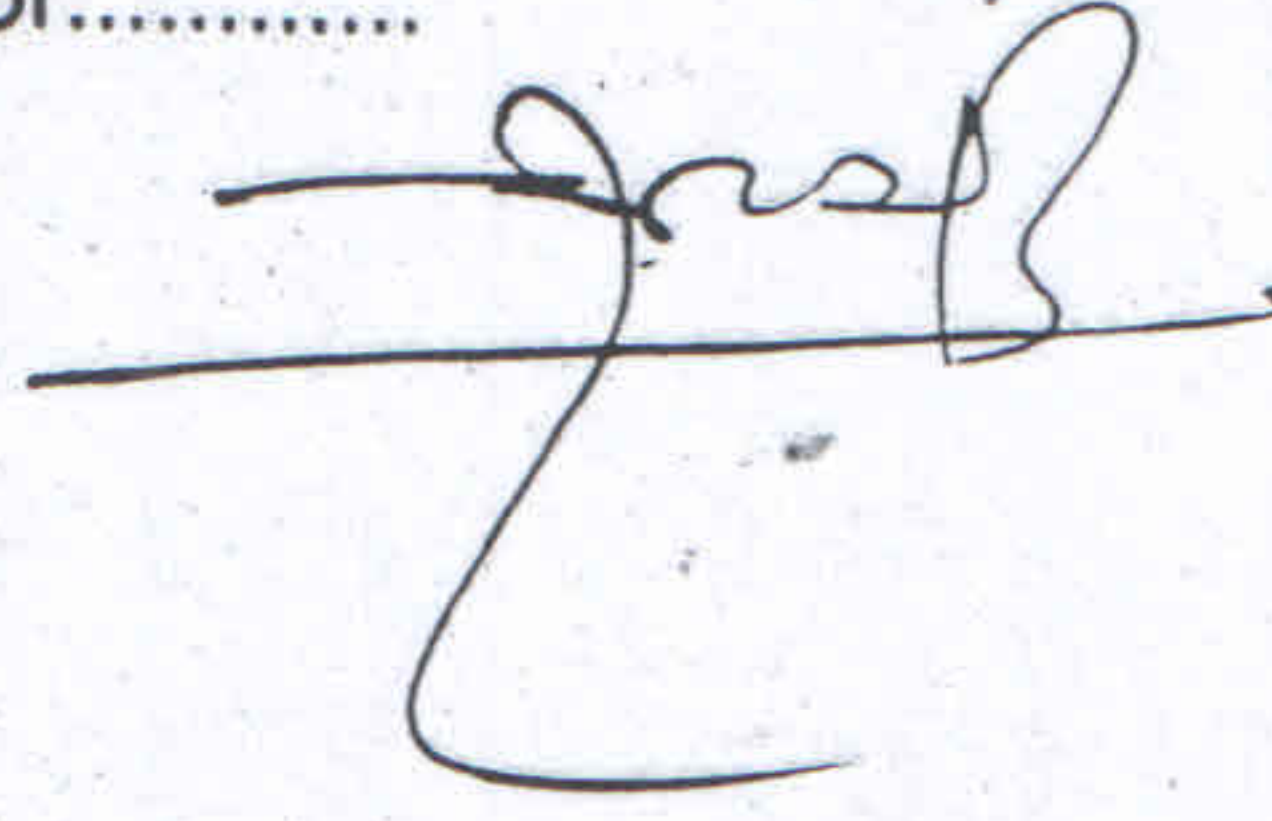
By the withinnamed

Mr. Mukesh L Shah

as the Directors of Sheth Developers Private

Limited in the presence of.....

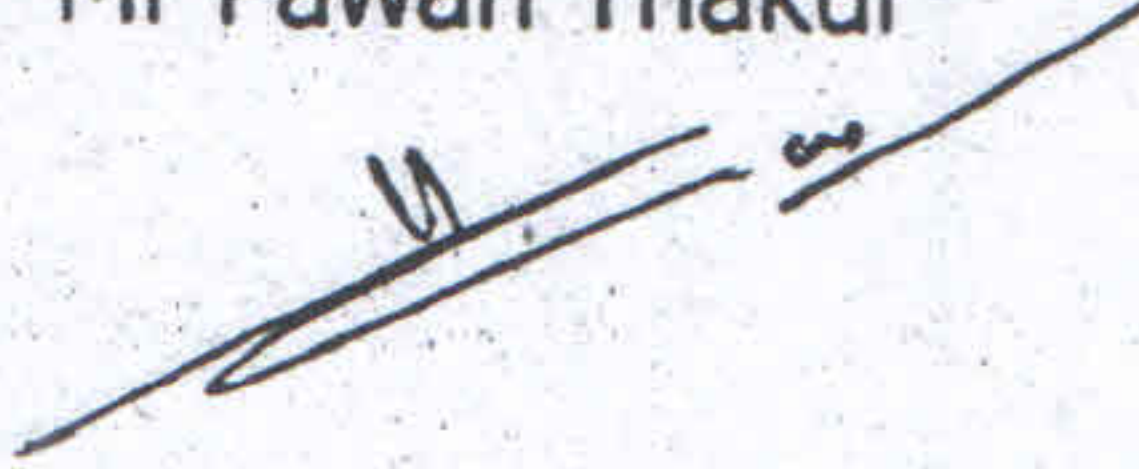
Vijay Shinde



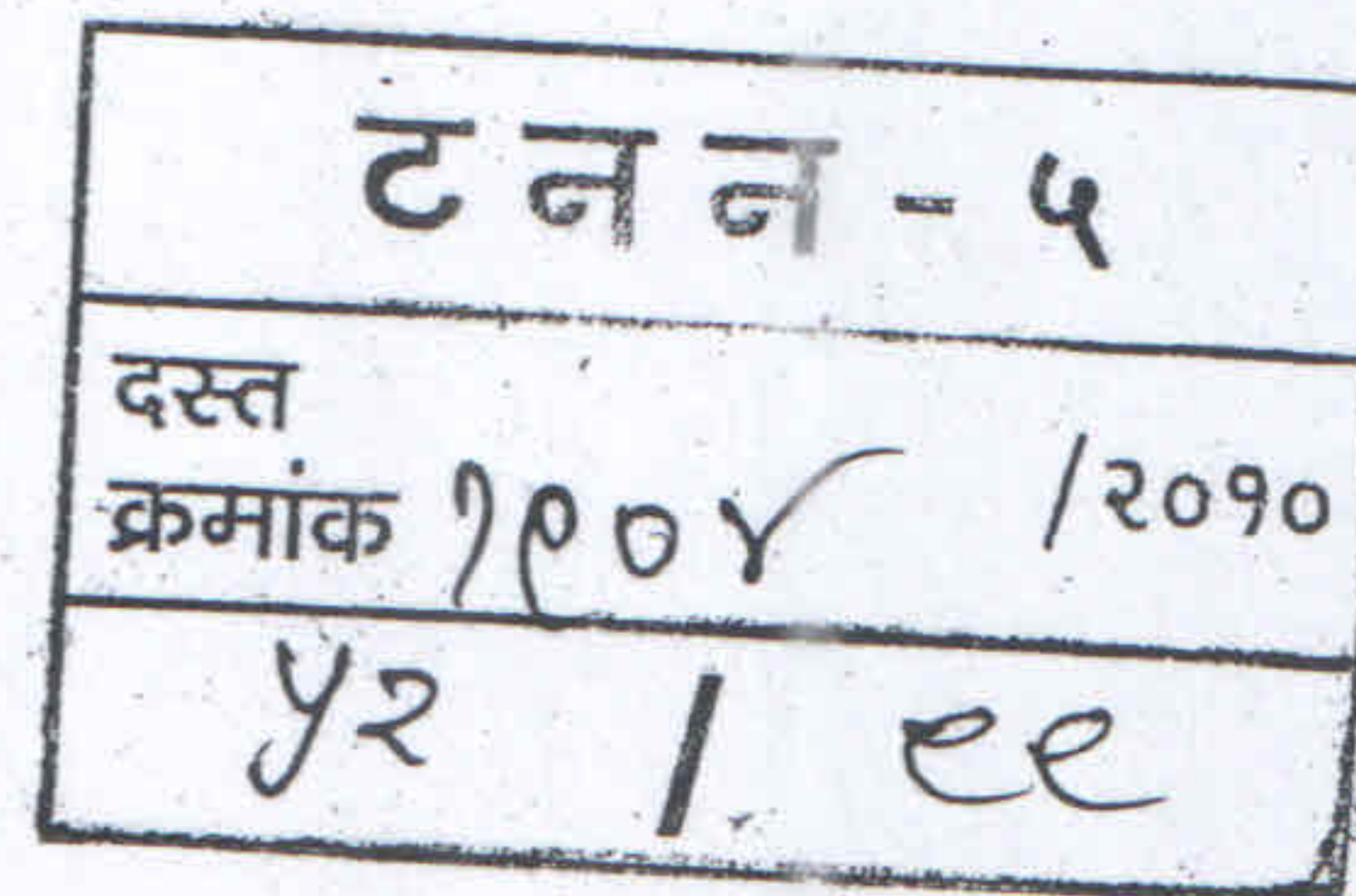
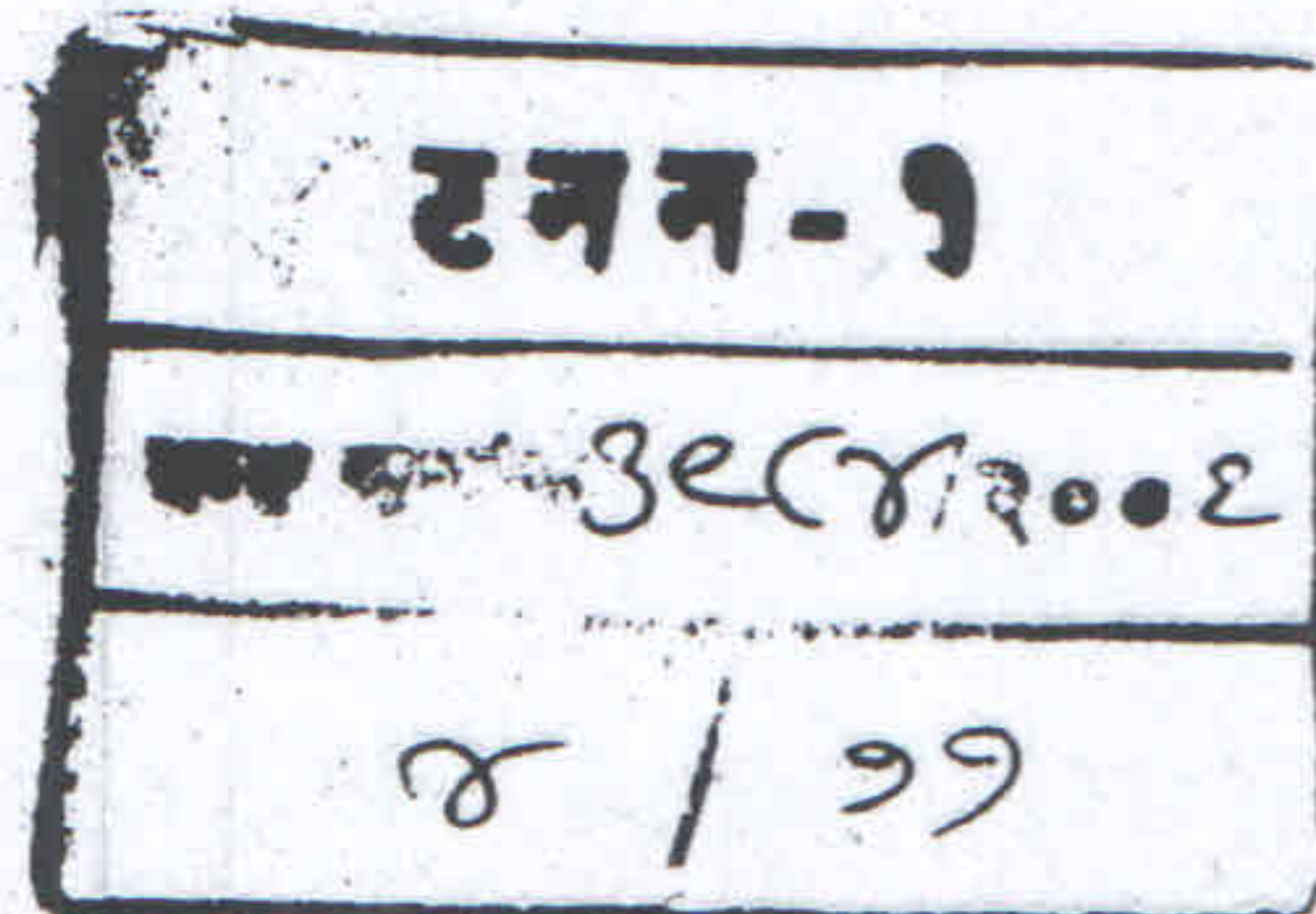
Before Me.

Specimen Signature of my Attorney

1) Mr Pawan Thakur



2) Mr Vishnu Pacharne

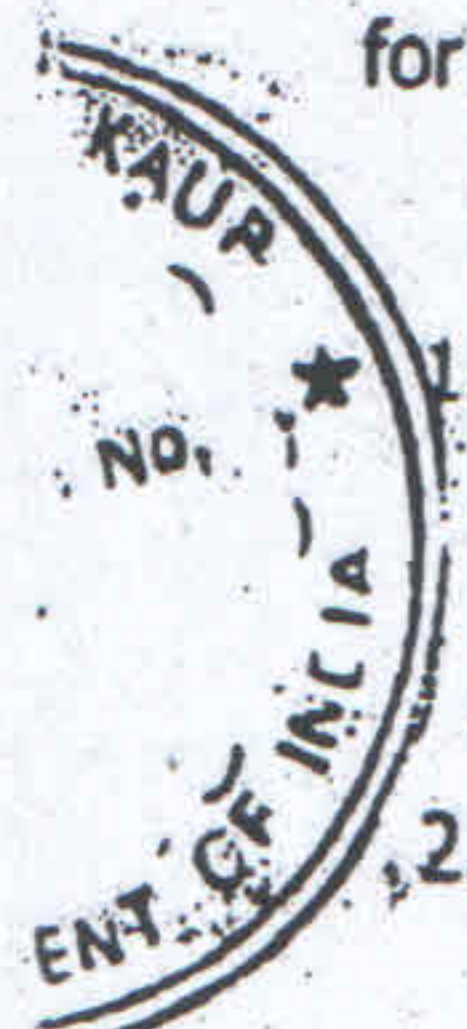



(c) I, Ashwin N Sheth as the Director of Sheth Developers Pvt Ltd., the Developer of the said Buildings have to sign and execute agreements to be entered into with prospective purchasers towards the sale of Flats/Shops/Garages/Premises/Parking Spaces on the Building and on signing and executing the Agreements to cause appearance on the occasion of Registration of such Triplicate Agreements to be executed with such prospective purchasers towards the sale of Flats/ Shop's/ Premises/ Garages/ Parking Spaces as one of the parties of the above mentioned Agreement.

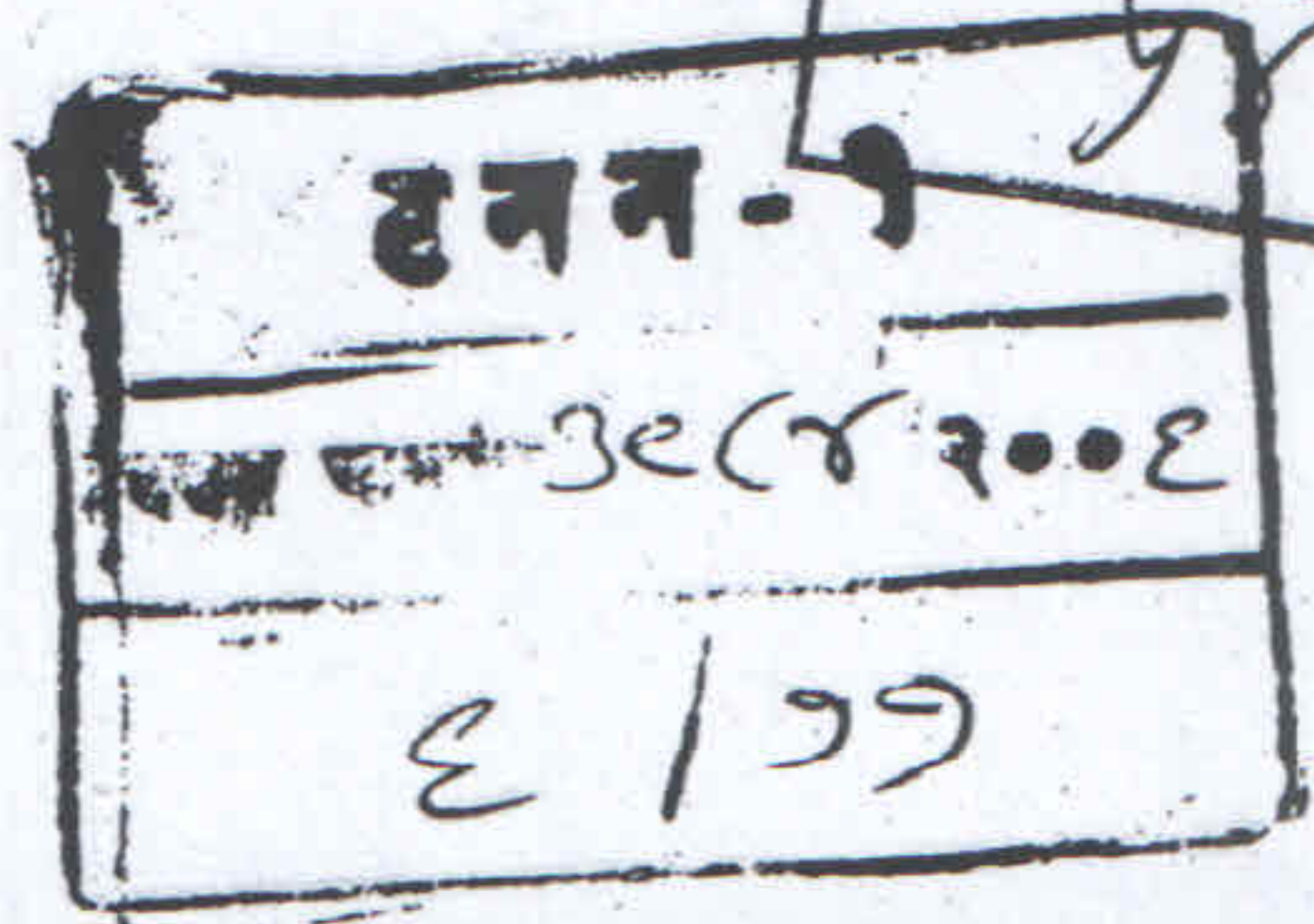
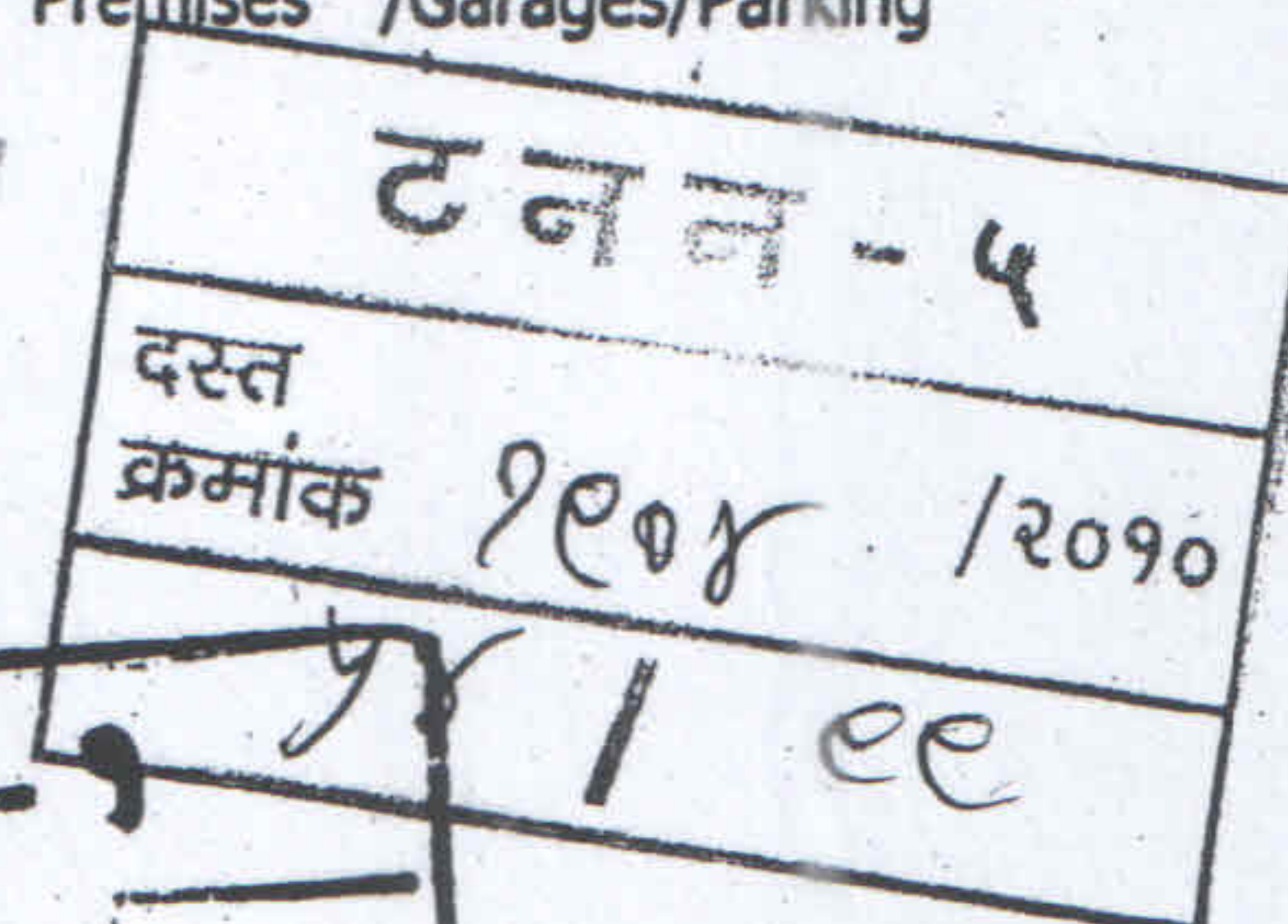
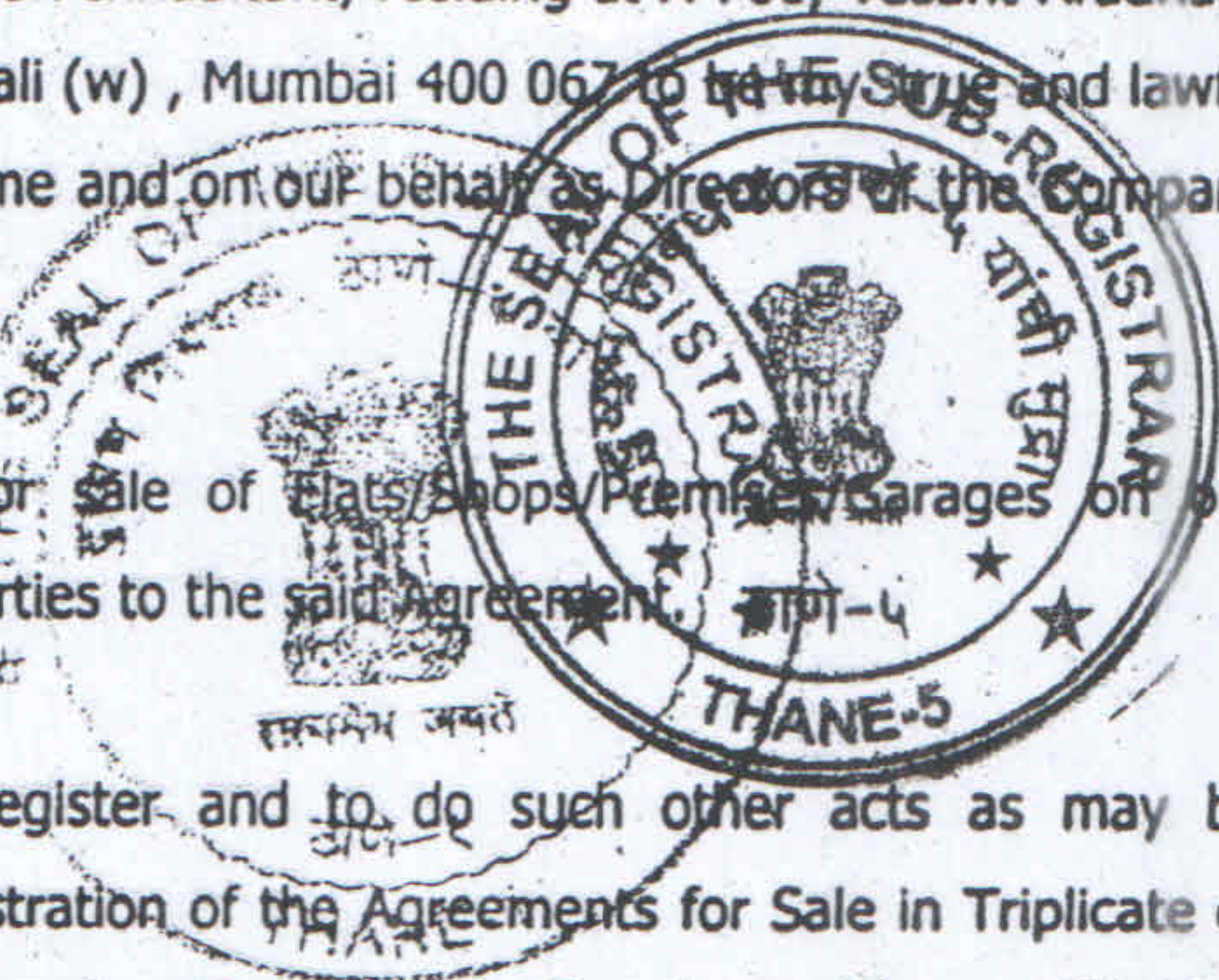
(d) Due to pressures of work I am not able to execute the said agreements with such prospective purchasers, and in pursuance thereof I am unable to admit the execution before the Registration Authority.

(e) In view of the same it has been decided and a resolution dated 13/06/06 has been unanimously passed in the meeting of the Board of Directors of SHETH DEVELOPERS PRIVATE LIMITED to nominate, appoint and constitute a fit and proper person to represent us, to act on our behalf and to admit execution of the said Agreements for Sale and appear before the Registrar/Sub-Registrar of Assurances at Mumbai and Bandra and generally to do all acts on our behalf to admit registration of the Agreements for Sale with Prospective Purchasers relating to. flats/shops/Offices/Commercial Premises/Garages/Parking Spaces etc located in the said Buildings .

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH that I Mr. Ashwin N. Sheth the Director of Sheth Developers Private Ltd (hereinafter referred to as "the said Director") do hereby appoint, constitute and nominate Mr. Mukesh L Shah, adult Indian Inhabitant, residing at A-701, Vasant Aradhana Tower, Mahavir Nagar, Kandivali (w) , Mumbai 400 067 to be my true and lawful Attorney for us and in our name and on our behalf as Directors of the Company for the following purpose:-



1. To sign agreements for sale of Flats/Shops/Premises/Garages on our behalf as one of the Parties to the said Agreement.
2. To admit, attest, to register and to do such other acts as may be necessary for, the Registration of the Agreements for Sale in Triplicate of Flats/Shops/ Office Premises/Commercial Premises /Garages/Parking



Spaces in the said Buildings executed by our Attorney on our behalf as one of the parties to the said Agreements before the Registrar/Sub Registrar of Assurances at Mumbai and Bandra.

3. To do all other acts, deeds, matters and things that may be necessary or incidental to the execution and registration of the Agreement of Sale in regard to the sale of Flats/Shop/ offices/ Commercial Premises /Garages / Parking Spaces in the said Building.
4. I hereby grant unto our said Attorney full power and absolute authority from time to time and to appoint one or more substitute/s or delegates to do execute and perform any of the matters or things as aforesaid and the same substitute/s or delegates at pleasure to remove and to appoint another or others in his place and all and whatsoever our said Attorney or their substitute or delegate or delegates shall do or cause to be done .

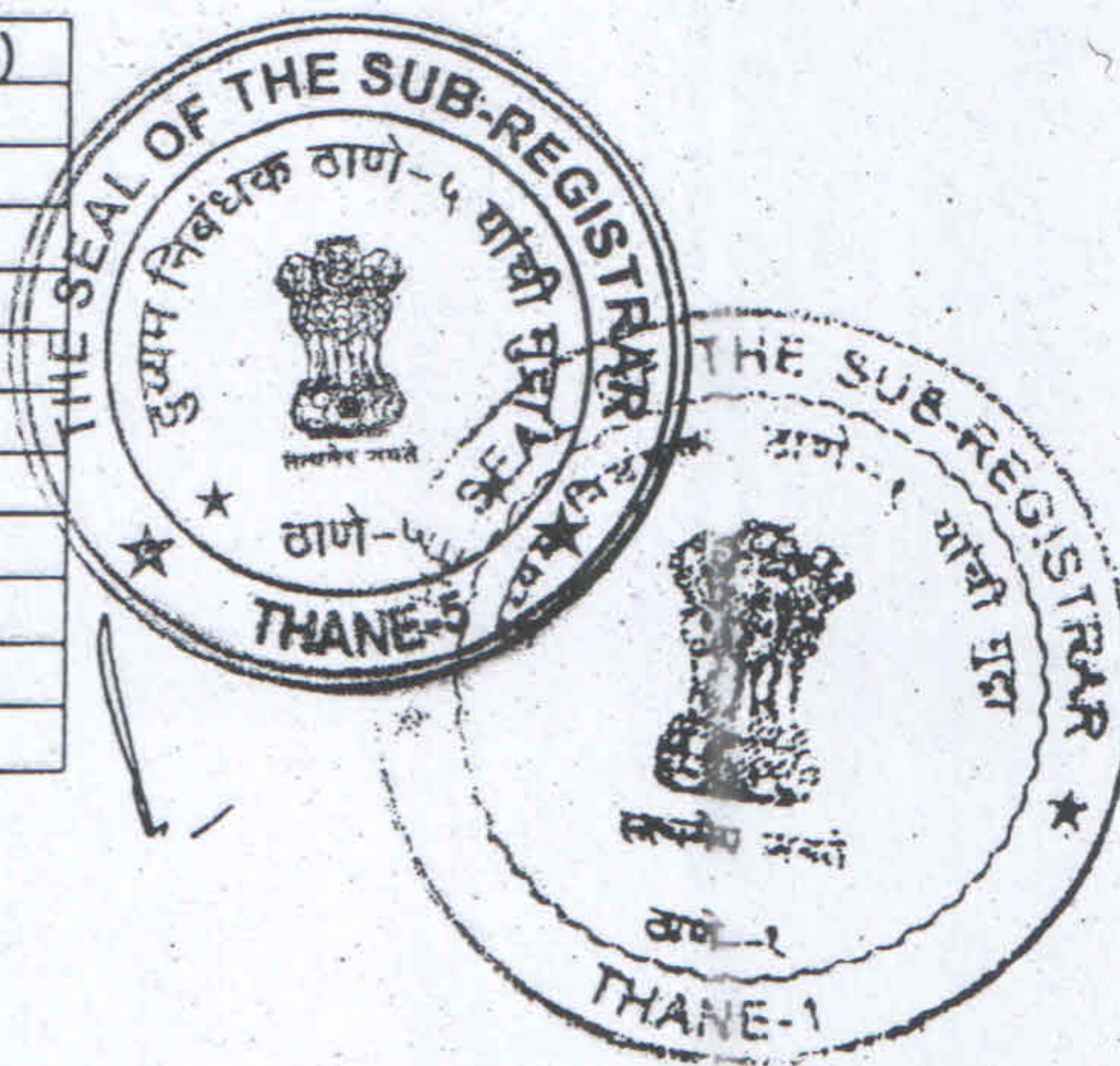
And we agree to ratify and confirm all and whatever our Attorney shall or purport to do or caused to be done by virtue of these presents.

IN WITNESS WHEREOF I , Mr Ashwin N. Sheth have hereunto set our hands at Mumbai this 21st day of July ,2006.

THE FIRST SCHEDULE HEREUNDER WRITTEN :

Portion of all that piece and parcel of land, situate lying and being situated in Village Panchpakhadi , Thane as per Development Agreement dated 1st October admeasuring as under : -

Survey No/ Hissa No .	AREA(SQ.MTS.)
52(1pt)	3030.00
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71(1pt)	10630.00
71(5)	450.00
72(1)	6520.00
72(4)	2250.00



टनन-५	
दस्त	2008 / 2090
क्रमांक	५९ / ८८
७ / ११	

72(6)	430.00
72(7)	8020.00
72(10)	130.00
total	48160.87

SIGNED SEALED AND DELIVERED

By the withinnamed

Mr Ashwin N.Sheth

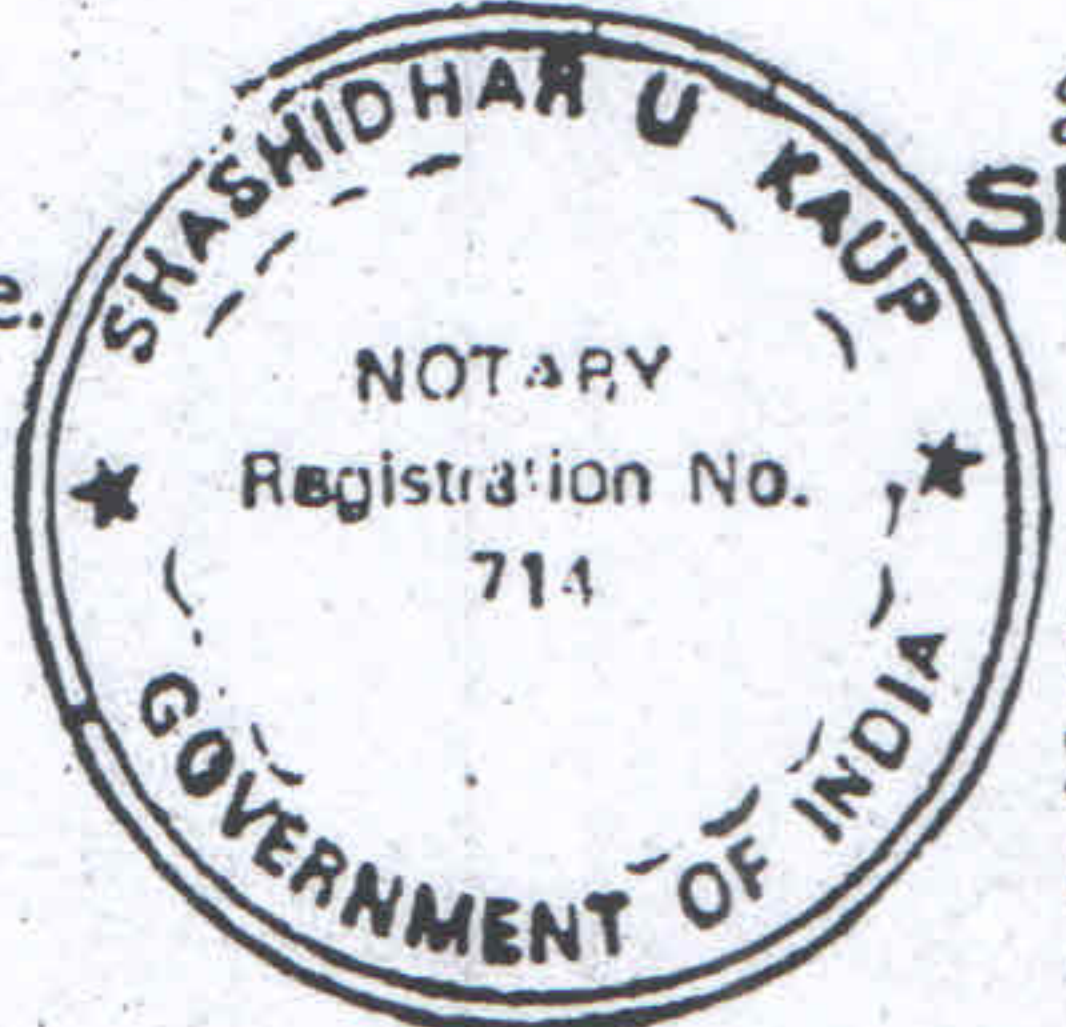
as the Directors of Sheth Developers Private)

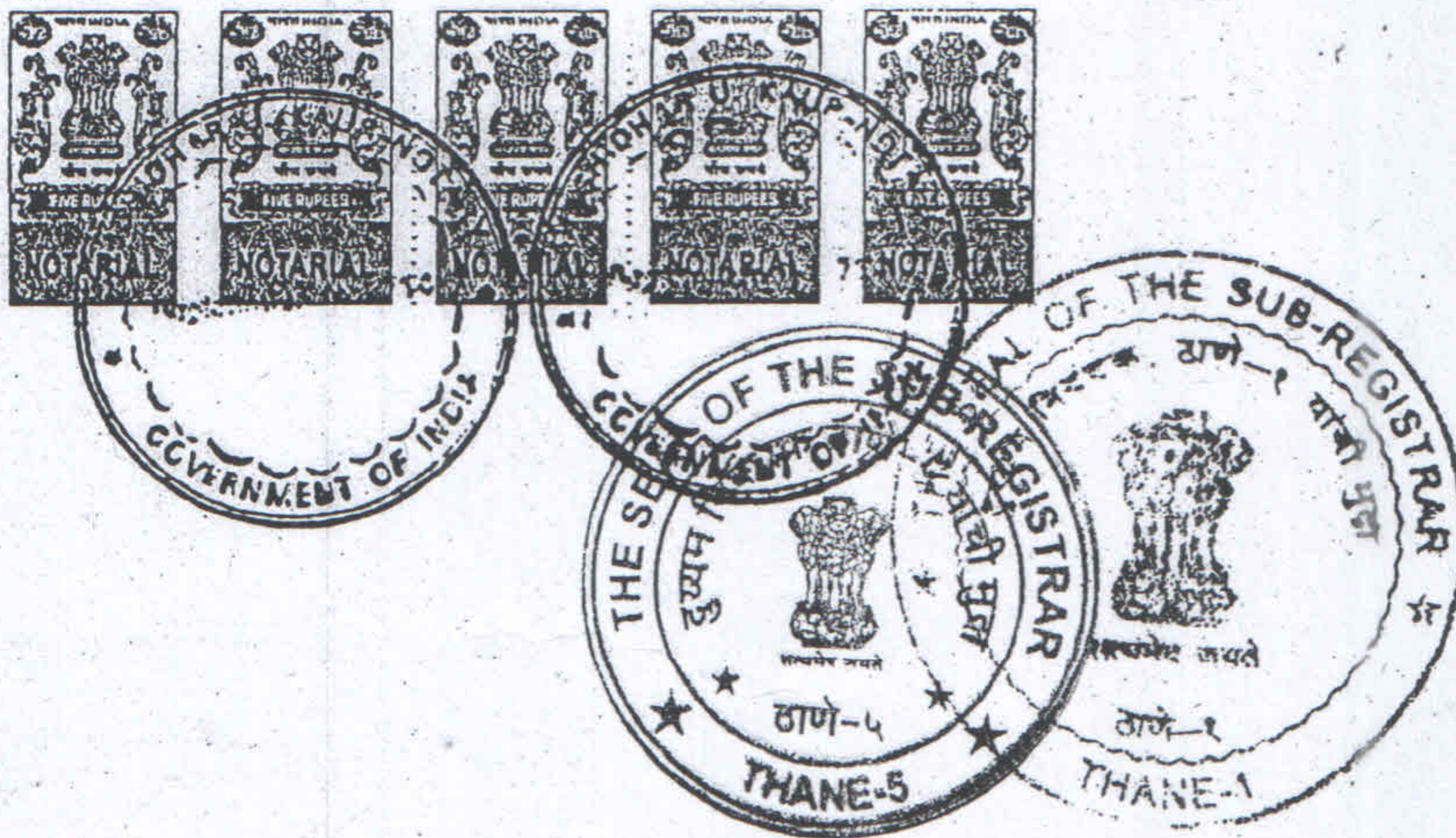
Limited in the presence of:.....

For SHETH DEVELOPERS PVT. LTD.

DIRECTOR

BEFORE ME
Sheth 21/7/2006
SHASHIDHAR U. KAUP
 S'CON, I.L.S., CALIB, DEA
 HIGH COURT ADVOCATE
 NOTARY-UNION OF INDIA
 REG. No. 714
 Dreamland Building, Room No. 7,
 1st Floor, Opposite Railway Station,
 Goregaon (East), Mumbai-400 063.

Before Me. 



टनन-५
 दस्त
 क्रमांक २००४/२०९०
 ५६/९९

टनन-५
 दस्त
 क्रमांक २००४/२०९०
 ५६/९९



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON TUESDAY THE 13TH DAY OF JUNE 2006 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY.

AUTHORITY TO MR. MUKESH L. SHAH:

"RESOLVED THAT the Board of the Company through its Managing Director Mr. Ashwin N. Sheth, do hereby irrevocably nominate, constitute and appoint Mr. Mukesh L. Shah, having a residence at A-701, Vasant Aradhana, Mahvir Nagar, Kandivali (West), Mumbai - 400 067 as the true and lawful Attorney for the Company, who shall have the authority:

1. To sign and execute all the Agreements for Sale, Cancellation Deed, Allotment Letters, any other documents, deeds;
2. To appear, put up appropriate representations, declarations, sign, verify and execute plaints, Written Statements, Counter Claims, Appeals, Reviews, Revisions, Applications, Affidavits, Authorities and papers of every description that may be necessary to be signed, verified and executed before Judicial, extra Judicial, Administrative, any other authority/ies established or to be established under the authority of the law;

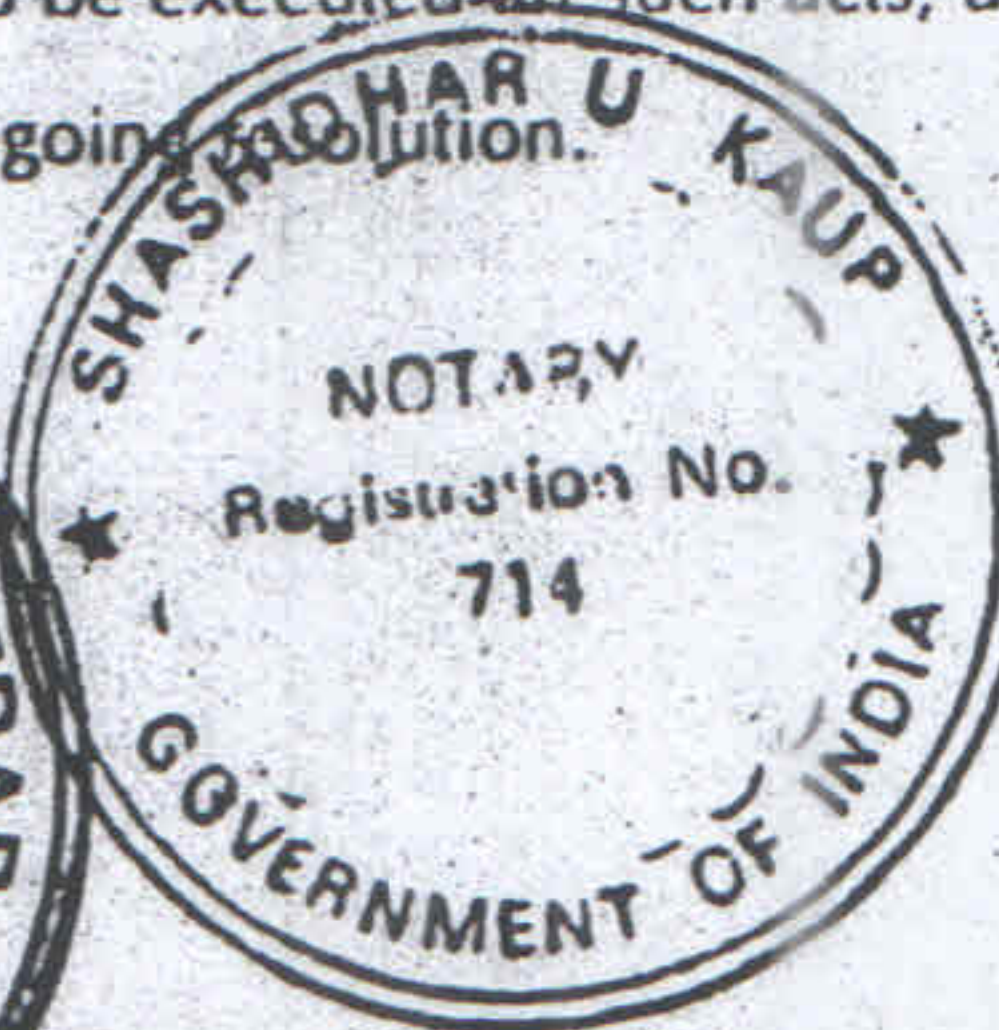
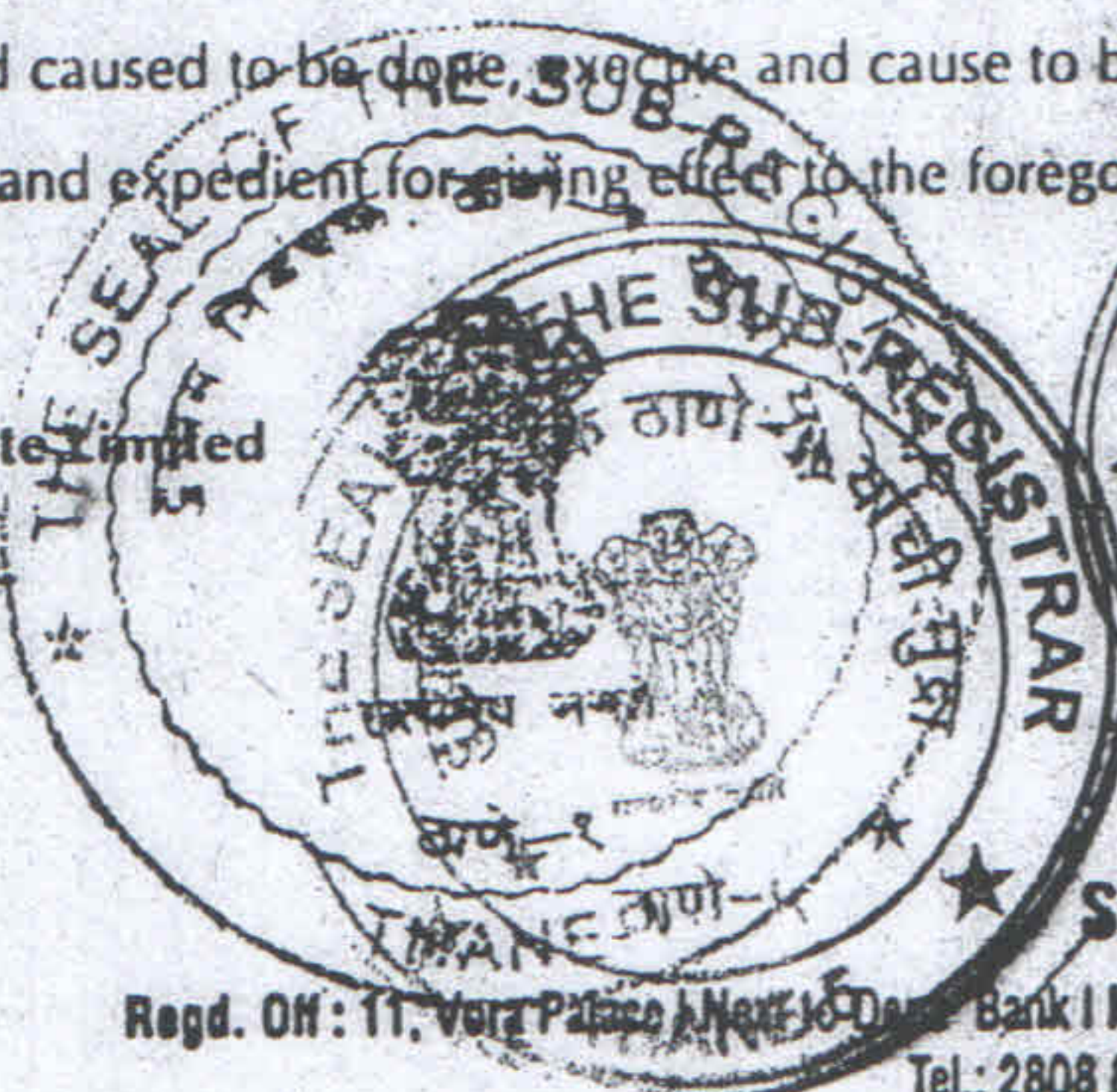
in respect of the Flats/Units/Buildings (Residential/Commercial) developed or being developed within the **Project Vasant Lawn**, Thane, in the name and on behalf of the Company.

FURTHER RESOLVED THAT the Common Seal of the Company be affixed whenever/wherever required, in the presence of and under the signatures of any of the Directors of the Company in terms of Article 41 of the Articles of Association of the Company.

RESOLVED FURTHER THAT Mr. Ashwin N. Sheth, Managing Director of the Company be and is hereby authorised to do and caused to be done, execute and cause to be executed all such acts, deeds, things as may be necessary and expedient for giving effect to the foregoing resolution.

For Sheth Developers Private Limited

Ashwin N. Sheth
Managing Director



SHETH DEVELOPERS PVT. LTD.

Regd. Off: 11, Vora Palace, New 100 Feet Bank | M. G. Road | Kandivali (W) | MUMBAI - 400 067.
Tel.: 2808 8363 | 2861 9283 | 2801 2171 | Fax : 2808 6662

Adm. Off: Sheth House | Vasant Valley | Near Dindoshi Bus Depot | Gen. A.K. Vaidya Marg | Off. W. E. Highway | Malad (East) | Mumbai - 400 097.
Tel.: 2842 6227-31 | Fax: 2842 6234 | E-mail: sales@shethdevelopers.com | Website: www.shethdevelopers.com

टनन = ५
दस्त
क्रमांक १८०५ / २०९०
५८ / १८
टनन - १
३८४२००८
६ / ७७



दस्त गोषवारा भाग - 2

टनन 1

दस्त क्रमांक (3984/2006)

११/११

दस्त क्र. [टनन 3984/2006] वा गोषवारा
वाजार मुल्य 11, गोबदला 1 भरलेले मुद्रांक शुल्क : 200

दस्त हजर केल्याचा दिनांक : 31/07/2006 03:07 PM
निष्पादनाचा दिनांक : 31/07/2006
दस्त हजर करणाऱ्याची सही

दस्तावा प्रकार : 48) मुखत्यारनामा
शिक्षा क्र. 1 वी वेळ : (सादरीकरण) 31/07/2006 03:07 PM
शिक्षा क्र. 2 वी वेळ : (फी) 31/07/2006 03:11 PM
शिक्षा क्र. 3 वी वेळ : (कबुली) 31/07/2006 03:12 PM
शिक्षा क्र. 4 वी वेळ : (ओळख) 31/07/2006 03:13 PM

दस्त नोंद केल्याचा दिनांक : 31/07/2006 03:13 PM

ओळख :
खालील इसम असो निवेदीत करतात की, ते दस्ताऐवज करून देणाऱ्यांना व्यक्तीशः ओळखतात
व त्यांची ओळख पटवितात.

1) विजय शिर्के, घर/फ्लॅट नं:

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेठ/वसाहत: जुना बलापूर रोड

शहर/गाव: कळवा

तालुका: ठाणे

पिन:

2) मुकेश यादव, घर/फ्लॅट नं:

गल्ली/रस्ता:

इमारतीचे नाव:

इमारत नं:

पेठ/वसाहत: वरीलप्रमाणे

शहर/गाव:

तालुका:

पिन:

पावती क्र.: 3987 दिनांक: 31/07/2006

पावतीचे वर्णन

नांव: शेट डेव्हलपर्स प्रा लि तर्फे कु मु मुकेश
एल शहा

100 नोंदणी फी

220 नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)).

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

320: एकूण

दु. निबंधकाची सही, ठाणे 1

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

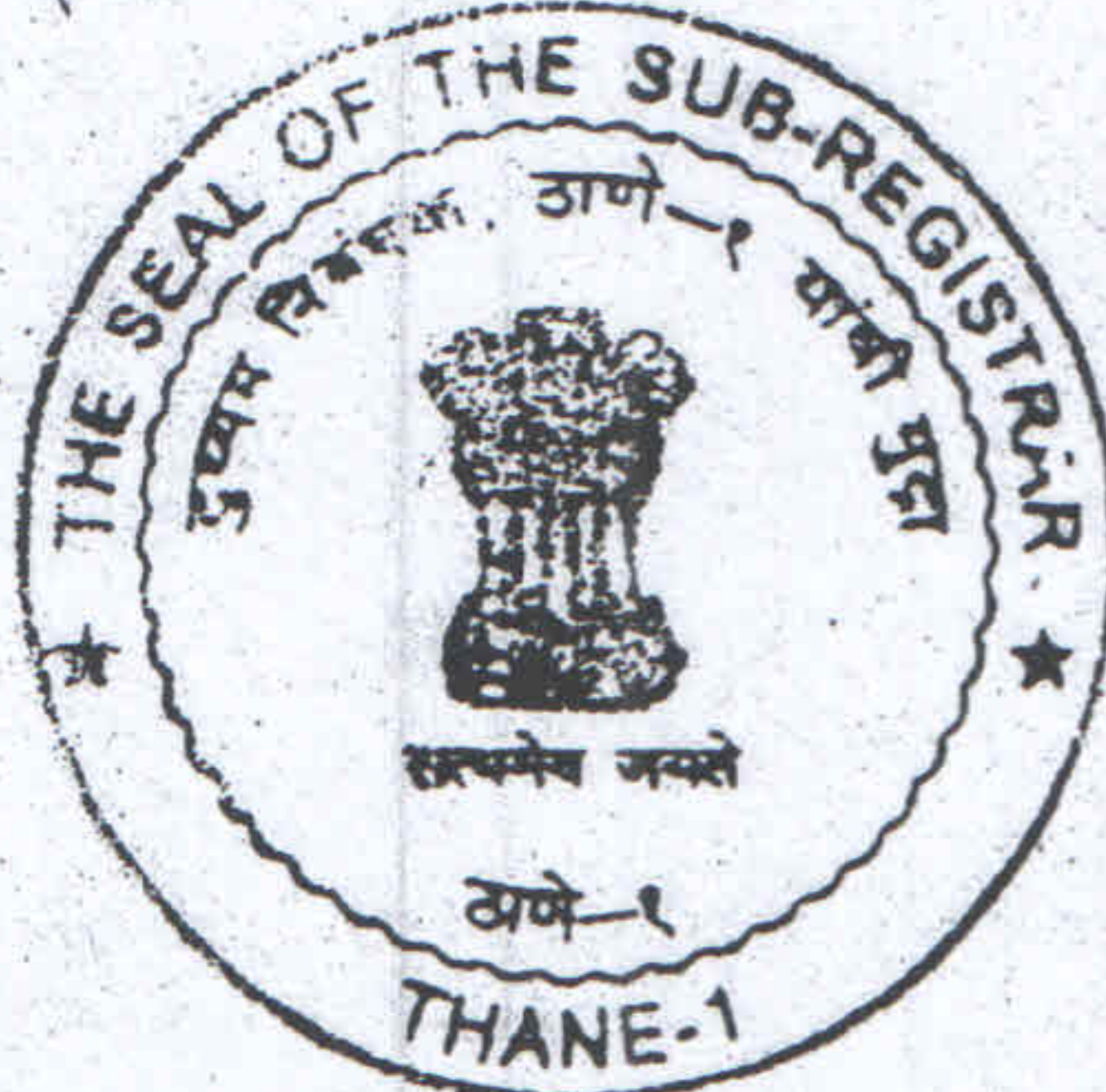
११ ११

निबंधक करकेत को दि ना कलकल

११ ११

निबंधक करकेत को दि ना कलकल

११ ११



टनन - ५	
दस्त क्रमांक १००४	/२०१०
५८	१८८

31/07/2006

दुय्यम निबंधक:

3:13:14 pm

ठाणे-1

दस्त गोषवारा भाग-1

टनन।

दस्त क्र 3984/2006

२०/७७

दस्त क्रमांक 3984/2006

दस्ताचा प्रकार मुखत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: पवन दाकूर
पत्ता: घर प्लॉट नं: हौलगाव
मल्ली/रस्ता: एल.बी.एस. रोड
इमारतीचे नाव:
इमारत नं:
पेट वसाहत: वसताओरकर,
शहर गाव: मुलुंड
तालुका:
पिन:
पेन नंबर:

लिहून घेणार

वय 36

सही



2 नाव: विष्णू मोहन पावरणे
पत्ता: घर/प्लॉट नं: वरीलप्रमाणे
मल्ली/रस्ता:
इमारतीचे नाव:
इमारत नं:
पेट वसाहत:
शहर गाव:
तालुका:
पिन:
पेन नंबर:

लिहून घेणार

वय 36

सही



3 नाव: शत डकलपरी प्रा.लि. तर्फे कु.मु.मु.केश एल
शहा
पत्ता: घर/प्लॉट नं:
मल्ली/रस्ता:
इमारतीचे नाव: वसंत लोन्स
इमारत नं:
पेट वसाहत: पावपाखाडी
शहर गाव: ठाणे
तालुका: ठाणे

लिहून घेणार

वय 42

सही



टनन - ५

दस्त क्रमांक २००४ / २०१०

५९ / ९९

D. D. DAMODAR
M. L. BHAKTA
K. R. MODI
S. C. KOTHARI
A. M. DESAI
K. M. VUSSIONJI
B. D. DAMODAR
K. V. MERCHANT (Ms)
S. S. VAIDYA
A. R. AMIN
P. G. MEHTA (Ms)
R. V. GANDHI
F. J. DESAI (Ms)
K. J. DESAI

KANGA & CO.

(Registered)

Advocates, Solicitors & Notary

Established 1890

Readymoney Mansion,
43, Veer Nariman Road,
MUMBAI - 400 001.
INDIA

In reply quote SV/ 1780 /2006

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or
+ 91 22 5633 9643
to
+ 91 22 5633 9653

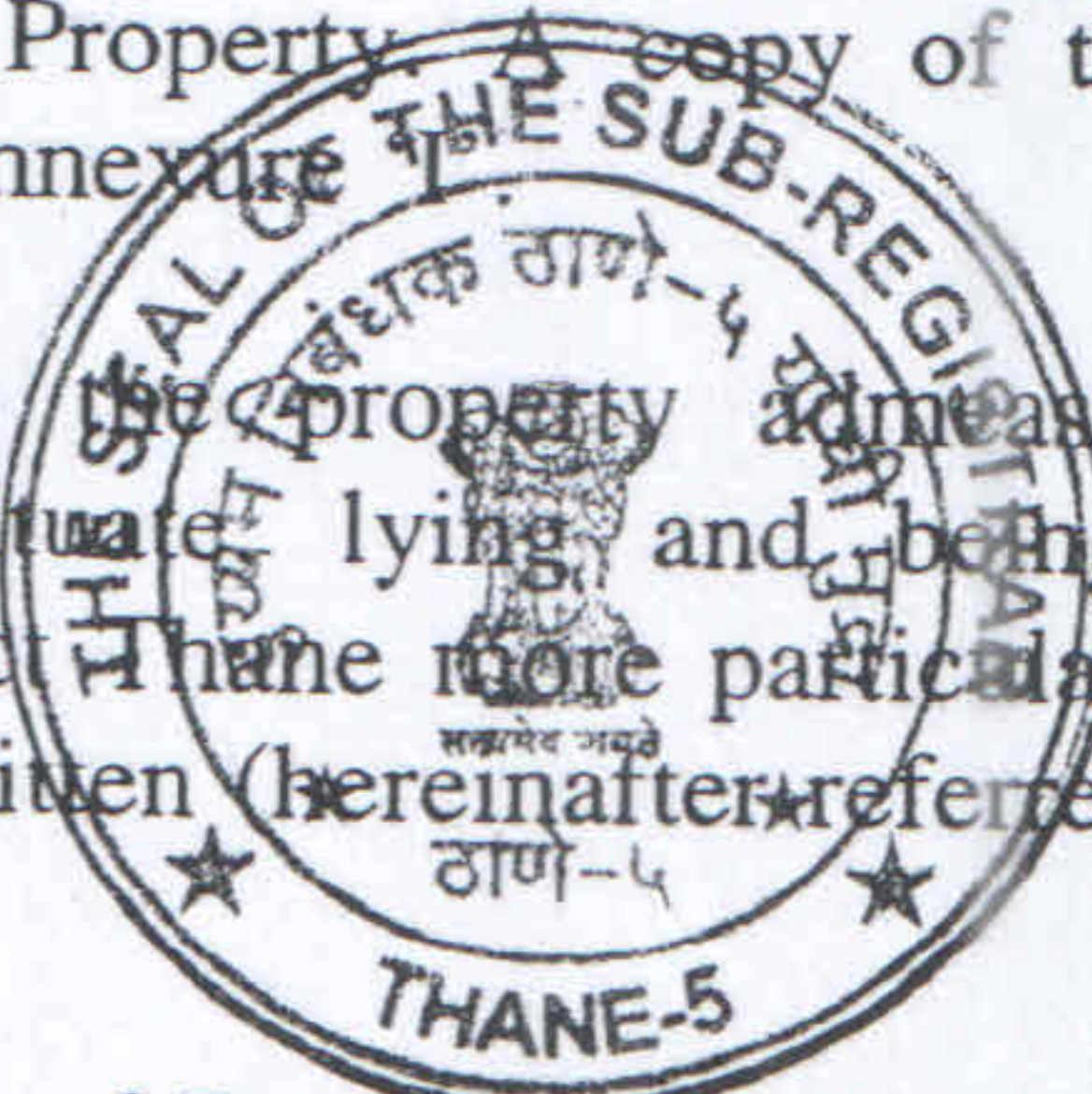
Fax :
+ 91 22 5633 9656
+ 91 22 5633 9657

E-Mail :
mail@kangacompany.com

Re: All those pieces and parcels of land admeasuring in the aggregate 38806.89 sq. mts. situate, lying and being at Village Panchpakhadi, Taluka and District Thane, State of Maharashtra.

TO WHOMSOEVER IT MAY CONCERN

1. We refer to our Certificate of Title bearing no. SV/15586/2003 dated October 11, 2003 (hereinafter referred to as the "said Title Certificate") certifying that, subject to various Orders passed by the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 (the "ULC Orders") referred to therein, the title of Voltas Limited with respect to the property admeasuring in the aggregate 115018 sq. mts. situate, lying and being at Village Panchpakhadi, Taluka and District Thane, more particularly described therein and in the First Schedule hereunder written (hereinafter referred to as the "Larger Property") is clear and marketable and that Sheth Developers Private Limited (hereinafter referred to as "the Company") is vested with development rights in respect of the Larger Property. A copy of the said Title Certificate is annexed hereto as Annexure 1.
2. The Larger Property comprises the property admeasuring in the aggregate 38806.89 sq. mts. situate, lying and being at Village Panchpakhadi, Taluka and District Thane more particularly described in Second Schedule hereunder written (hereinafter referred to as "Said Property").
3. The Company has taken term loan of Rs. 60,00,00,000/- (Rupees Sixty Crores Only) (the "Term Loan"), *interalia*, from LIC Housing Finance Limited ("LICHFL"). To secure the repayment of the Term Loan to LICHFL with interest, the Company has created an equitable mortgage vide Memorandum of Entry dated March 29, 2005 in favour of LICHFL, in respect of the Larger Property, which includes the Said



टनन-५	
दस्त	/2090
क्रमांक	२०४
५० / ६६	

Property. The Forms 8 and 13 together with copy of the Memorandum of Entry dated March 29, 2005 were duly filed with the Registrar of Companies, Mumbai on May 12, 2005.

4. The Company has taken a Corporate Loan of Rs. 40,00,00,000/- (Rupees Forty Crores Only) (the "Corporate Loan"), *interalia*, from Industrial and Development Bank of India Limited ("IDBI"). To secure the repayment of the Corporate Loan to IDBI with interest, the Company has created an equitable mortgage vide Memorandum of Entry dated May 16, 2005 in favour of IDBI by deposit of title deeds with LICHFL, acting for itself and as agent of IDBI, in respect of the Larger property, which includes the Said Property. The Forms 8 & 13 together with copy of the Memorandum of Entry dated May 16, 2005 were duly filed with the Registrar of Companies, Mumbai on May 18, 2005.
5. By a Declaration dated 10th February, 2006 executed by Mr. Ashwin N. Sheth in his capacity as the Managing Director of the Company, viz., Sheth Developers Private Limited, it is, *interalia*, stated that the Said Property does not form part of the surplus vacant land declared by the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 vide the aforementioned ULC Orders. It is further declared that, save and except the two equitable mortgages referred to above, the title to the Said Property is clear and marketable and free from encumbrances and that the Company is fully entitled to develop the Said Property.
6. We have perused the copies of the search reports, documents of title and the ULC Orders referred to in the said Title Certificate with the P.R. Cards, the Memorandums of Entry in respect of the mortgages created by the Company as also the aforesaid Declaration issued on behalf of the Company, viz., Sheth Developers Private Limited.
7. On the basis of and subject to what is stated hereinabove, in our opinion, the title of Voltas Limited to the Said Property is clear and marketable and the Company, viz., Sheth Developers Private Limited, is vested with Development rights in respect of the Said Property more particularly described in the Second Schedule hereunder written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Larger Property)

All those pieces and parcels of land admeasuring in the aggregate 115018 sq. mts. situate, lying and being at Village Panchpakhadi, Taluka and District Thane, State of Maharashtra and bearing Survey nos./ Hissa Nos. as follows:-

ट न न - ५	
दस्त	
क्रमांक	१९०४ / २०१०
६१	१ ९९

Sr. No.	Survey Nos./ Hissa Nos.	AREA in sq.meters
1.	35/8	9930
2.	35/9	1820
3.	35/10	1060
4.	35/11	560
5.	51/1	4880
6.	51/4	1820
7.	51/5	2240
8.	52/1	6600
9.	52/2	13030
10.	53pt	20943
11.	70/10pt	780
12.	70/11	480
13.	70/2 pt	1500
14.	70/3	480
15.	70/9pt	520
16.	71/1pt	6762
17.	71/3pt	140
18.	71/5	450
19.	72/1pt	2434
20.	72/4pt	1623
21.	72/6	430
22.	72/7pt	8020
23.	72/10	130
24.	72/8pt	339
25.	70/13pt	80
26.	71/4	230
27.	35/4	760
28.	35/5	250
29.	34/2pt	2710
30.	49/2	12600
31.	49/5	130
32.	74pt	365
33.	73/1pt	5068
34.	81/1pt	2440
35.	81/4pt	84
36.	83/2	770
37.	83/5	2560
	Total	115018



टनन - ५	
दस्त	12090
क्रमांक	१००४
६२ / ००	

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Said Property)

All those pieces and parcels of land admeasuring in the aggregate 38806.89 sq. mts. situate, lying and being at Village Panchpakhadi, Taluka and District Thane, State of Maharashtra and bearing Survey nos./ Hissa Nos. as follows:

Sr. No.	Survey Nos./ Hissa Nos.	AREA in sq.meters
1.	52/1	3148.76
2.	52/2	10903.45
3.	53pt	6112.03
4.	70/10pt	417.95
5.	70/11	402.03
6.	70/2 pt	582.10
7.	70/3	480
8.	71/1pt	3912.25
9.	71/5	450
10.	72/1	2391.41
11.	72/4	1623
12.	72/6	364.98
13.	72/7	7536.17
14.	72/8	339
15.	72/10	88.79
	Total	38806.89

Dated this 13th day of February, 2006.

Kanga and Company,

S.D. Vaidya
Partner.



ट न न - ५	
दस्त	२००४ / २०१०
कमाक	५३ / ९९

ANNEXURE - I

KANGA & CO.

(Registered)

Advocates, Solicitors & Notary

Established 1890

Readymoney Mansion,
43, Veer Nariman Road,
MUMBAI - 400 001.
INDIA

In reply quote SV/ 15586 /2003

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or

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to

+ 91 22 5633 9653

Fax :

+ 91 22 5633 9656

+ 91 22 5633 9657

E-Mail :

mail@kangacompany.com

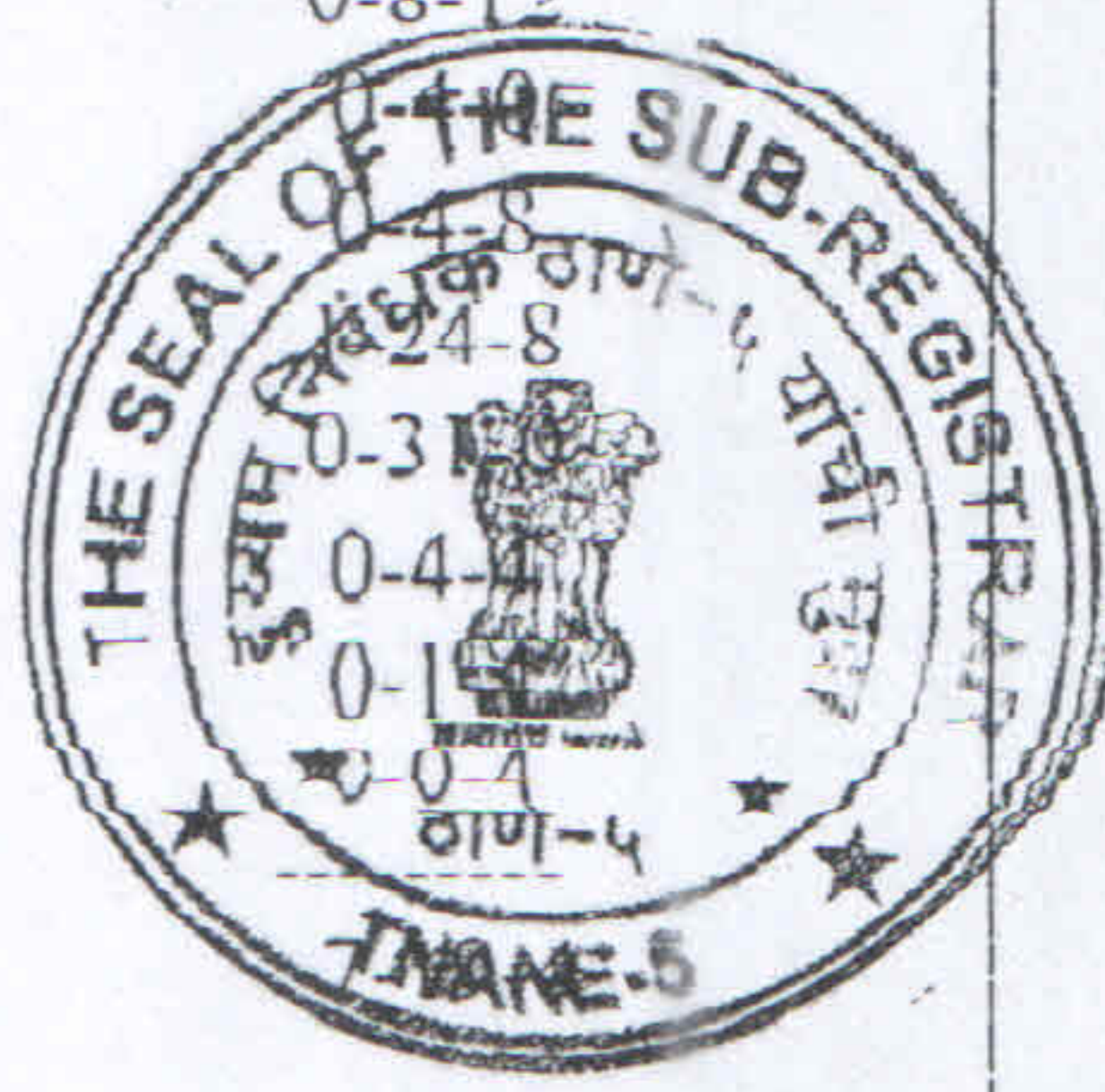
D. D. DAMODAR
M. L. BHAKTA
K. R. MODI
S. C. KOTHARI
A. M. DESAI
K. M. VUSSONJI
B. D. DAMODAR
K. V. MERCHANT (Ms)
S. S. VAIDYA
A. R. AMIN
P. G. MEHTA (Ms)
S. N. DOSHI (Ms)
R. V. GANDHI
F. J. DESAI (Ms)

Re: Development of all those pieces and parcels of land admeasuring in the aggregate 115018 sq.mtrs., situate, lying and being at Village Panchpakhadi, Taluka and District Thane, State of Maharashtra

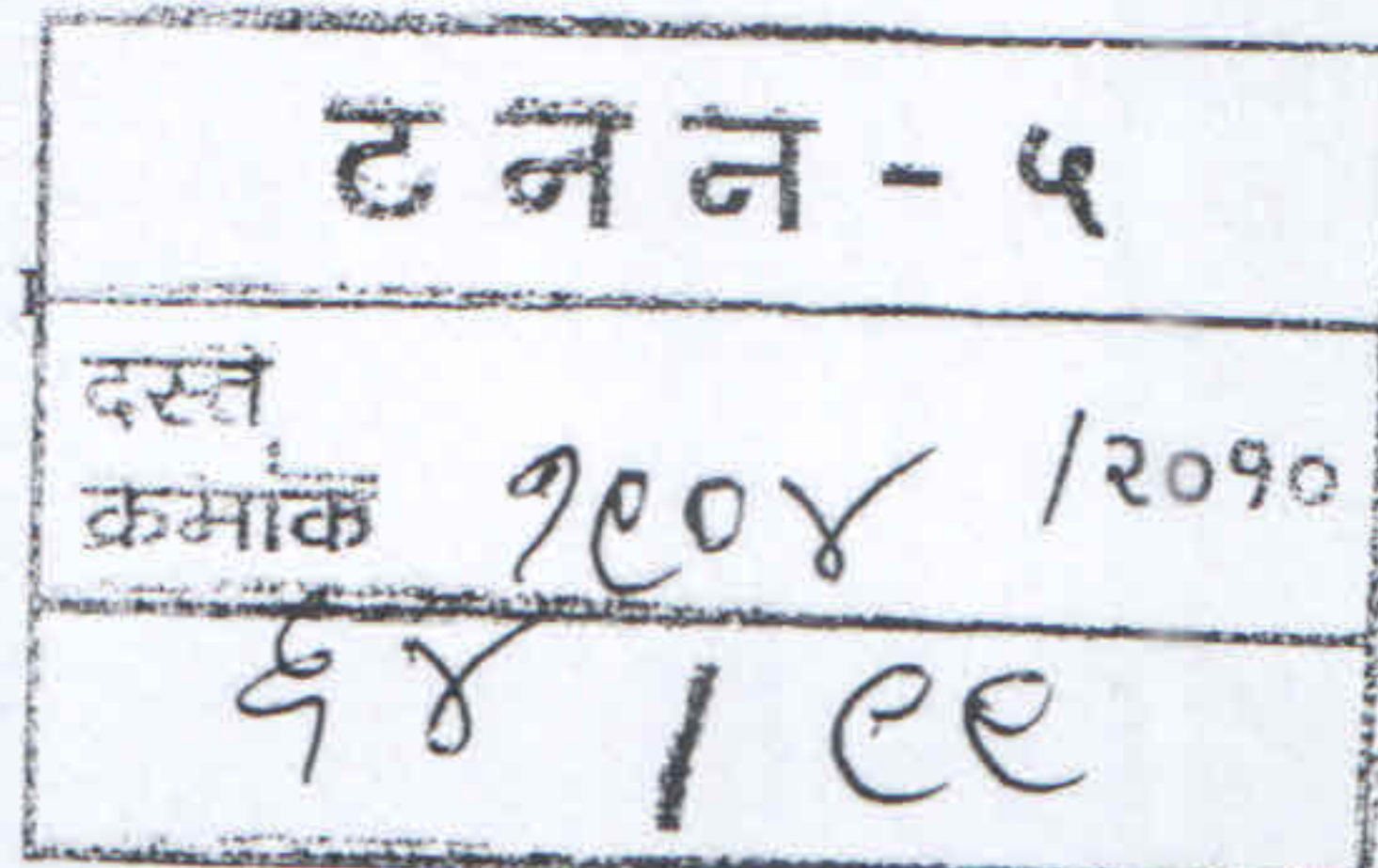
TO WHOMSOEVER IT MAY CONCERN

1. By an Indenture of Conveyance dated the 4th day of May, 1964, registered with the Sub-Registrar of Assurances, at Thane under Serial No. THN/933/1964, made between 1. Shri. Laxman Vinayak Bhawe, 2. Smt. Kusum Laxman Bhawe, and 3. Shri. Vijay Laxman Bhawe, therein called "the Vendors" of the One Part and Voltas Limited, therein called "the Purchasers" of the Other Part, and hereinafter called "the Company" the said Shri. Laxman Vinayak Bhawe, 2. Smt. Kusum Laxman Bhawe and 3. Shri. Vijay Laxman Bhawe sold, granted, conveyed and transferred unto the Company the following pieces or parcels of vacant land situate lying and being at Village Panchpakhadi, Thane as also more particularly described in the Schedule thereunder written in the manner therein contained:-

Survey Nos.	Hissa No.	Area
		A-G-A
52	2	3-8-12
69	2	0-1-0
69	4	0-6-0
69	5	0-5-0
70	2	0-15-0
70	4	0-1-12
70	6	0-17-4
70	8	0-6-0
70	10	0-8-12
70	12	
71	5	
72	1	
72	8	
72	6	
72	10	
72	11	



2. By an Indenture of Conveyance dated 4th day of May, 1964, registered with the Sub-Registrar of Assurances, at Thane, under Serial No. THN/988 of 1964 and made between Shri John Domnic Andras, therein referred to as "the Vendor" of the One



Part and the Company as "the Purchasers" of the Other Part, the said Shri John Domnic Andras sold, transferred and conveyed unto the Company the following pieces and parcels of land situate lying and being at Village Panchpakhadi, Thane and more particularly described in the Schedule thereunder written in the manner therein contained:-

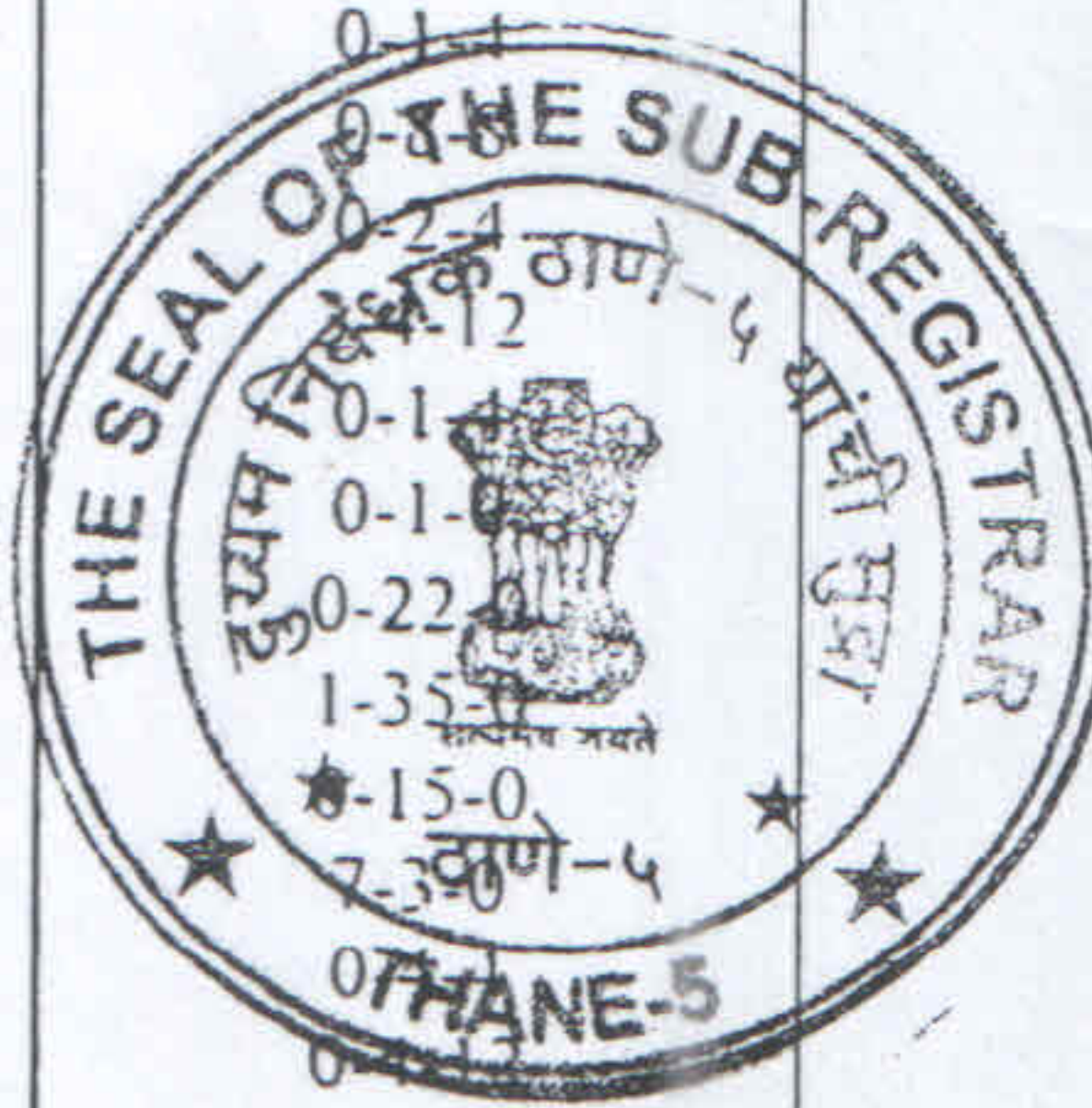
Survey Nos.	Hissa No.	Area A-G-A
55	-	4-23-0
52	1 (pt)	0-35-4
53	(part)	1-13-0

		6-71-4

3. By an Indenture of Conveyance dated 4th day of May 1964 and registered with the Sub-Registrar of Assurances, at Thane, under Serial No. THN/934 of 1964 and made between 1. Smt. Gopikabai J. Satghare, 2. Shri Vinayak J. Satghare, 3. Shri. Chandrakant J. Satghare, 4. Shri Vasudev Jagannath Satghare, 5. Shri. Madan J. Satghare, 6. Shri. Sadashiv J. Satghare, 7. Shri Shamrao J. Satghare, 8. Shri Ramakant J. Satghare, 9. Shri Dinkar J. Satghare and 10. Shri. Prabhakar J. Satghare, therein referred to as "the Vendors" of the One Part and the Company as "the Purchasers" of the Other Part, the aforesaid Vendors sold, transferred and conveyed unto the Company the following pieces and parcels of vacant land situate lying and being at Village Panchpakhdi, Thane and more particularly described in the Schedule thereunder written in the manner therein contained :-

Survey Nos.	Hissa No.	Area A-G-A
48	1 (pt)	0-24-0
48	3	0-3-4
48	4	0-1-1
48	5 (pt)	0-1-1
48	7	0-1-1
49	2 (pt)	0-1-1
49	5	0-1-1
50	1	0-1-1
51	5 (pt)	0-22-4
59	-	1-35-0
60	-	*-15-0
68	-	7-30-0
69	6	0-1-1
70	5	0-1-1
71	2	0-1-12
71	4	0-2-4
72	4	0-22-4
72	9	0-1-12
73	1	3-8-8
74	-	5-11-0
77	1	4-6-0

		27-23-12



ट न न - ५	
2	दस्त क्रमांक १००४ / २०९०
६५ / ९९	