GENERAL STAMP OFFICE TOWN HALL, FORT, MUMBAI - 400 023. MAH/GSO/001

STAMP DUTY PERIOD SPECIAL ADHESIVE

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Proper Officer General Stamp Office,

Mumbai.

THIS DEED OF APARTMENT is made at Mumbai this day of January... 1999 BETWEEN VALECHA ENGINEERING LIMITED, a Company registered under Companies Act, 1956 and having its registered office at "Keshava" 8th Floor, Bandra-Kurla Complex, (East), Mumbai - 400 051 hereinafter referred "the Vendor" (which expression shall unless repugnant to the context or meaning thereof include its

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successors and assigns) of the ONE PART AND JYOTT STRUCTURES LIMITED also a Company registered under the Companies Act, 1956 and having its registered office at Keshava, 7th Floor, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) of the OTHER PART:

WHERES:

(a)

The Vendor has purchased by a Deed of Conveyance dated 9th September, 1997 registered at the Bandra Sub-Registry under Serial No.2817 of 1997 (1) from SHRI KISHANDAS BULCHAND (2) CHATURBHUJ BULCHAND (3) RAJESH LAKHMICHAND (4) MERNA ARJANDAS and (5) RAJ JATDEVDAS an immovable property being land admeasuring 3778 Sq. yds (i.e. 3159 sq. mtrs) situate lying and being at Village Oshiwara in Brihan Mumbai, being part of Survey No.41 being Plot No.8-6, CTS No.612 (hereinafter referred to as "the said land") particularly described in the First Schedule hereunder written.

- (b) The Vendor has constructed on the said land a Building consisting of Basement, Ground and Six Upper floors (hereinafter referred to as "the said Building").
- (c) The said land and the said Building are hereinafter collectively referred to as "the said property".

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- (d) The said building is constructed by the Vendor in accordance with the building plans approved by Brihan Mumbai Mahanagar Palika (BMC) vide IOD No.CE/5690/WS/AK.
- (e) The said Buidling has non residential units i.e. storage place in the basement and office units on the ground to the 6th floor (herein referred to as "the Apartment/Units").
- (f) By Declaration dated 28th December, 1998 (longed for registration with the Sub-Registrar of Assurances at Bandra under Serial No.1/1292 of 1998 on 29th December, 1998) the Vendor has submitted the said Property i.e. the said Building and the said piece of land to the provisions of the Maharashtra Apartment Ownership ct 1970 (ActXV of 1971) (herein referred to as "the said Act") and true copy thereof has been duly filed with the Registrar of Co-operative Society.
- (g) As contained in the Memorandum of Understanding dated 27th March, 1995 the Vendor agreed to sell to the Purchaser an aggregate area of 19,500 Sq.ft. approximately in the said Building for the total consideration of Rs.4,87,50,000/-.
- (h) The said Memorandum of Understanding is approved by the Appropriate Authority under Chapter XX-C of the Income Tax Act 1961 vide No Objection



Certificate No.AA/BOM/CERTS/18150/95-96 dated 29th May, 1995. A xerox copy whereof is hereto annexed as Annexure "A".

(i) The said area of 19,500 sq.ft. (approximately) agreed to be purchased by the Purchaser from the Vendor under said Memorandum of Understanding is now ascertained to be 18,800 sq.ft. and by mutual consent of the Vendor and the Purchaser the same is agreed to be located respectively on the 5th floor and the 6th floor, and the total consideration to be paid to the Vendor for the said office units alongwith the five open car parks in the compound is Rs.5,92,20,000/- (Rupees Five Crores Ninety Two Lakhs Twenty Thousand only).

As specified in the said Declaration the units on the 5th floor and the 6th floor of the said Building are designated as office unit Type 3 and the said two units respectively on the 5th floor and the 6th floor are respectively numbered Unit No.FI-8 and Unit No. SI-9.

- (k) This Deed of Apartment relates to Office Unit No.SI-9 admeasuring 9400 Sq.ft. (873.60 Sq.mtrs) or thereabouts alongwith two open car parks in the compound and the purchase price payable by the Purchaser to the Vendor in respect of the same is apportioned at Rs.2.96,10,000/- (Rupees Two Crores Ninety Six Lakhs Ten Thousand only).
- (1) The Vendor acknowledges that prior to the execution hereof the Vendor has received from the Purchaser the said sum of Rs. 2,96,10,000/-(Rupees Two Crores Ninety Six Lakhs Ten Thousand only).



- Wendor is to convey to the Purchaser the other apartment being Office unit No.FI-8 a social by a admeasuring 9400 Sq.ft. (873.60 Sq.mtrs.) located on the fifth floor of the said Building alongwith three open car parks in the compound for the price of Rs.2,96,10,000/-(Rupees Two Crores Ninety Six Lakhs Ten Thousand only).
- (n) The Purchaser has now requested the Vendor to execute this Deed of Apartment in favour of the Purchaser in respect of the said Office Unit (Apartment) No.SI-9 alongwith two open car parks in the compound which the Vendor has agreed to do in the manner hereinafter appearing.
 - This Deed of Apartment is being executed pursuant to and for the purpose of the Maharashtra partment Ownership Act, 1970.
- he Purchaser has agreed to bear and pay the stamp and registration charges of this Deed of Apartment.
- 1. NOW THIS DEED WITNESSTH THAT in pursuance of the said Agreement and in consideration of the sum of Rs.2,96,10,000/-(Rupees Two Crores Ninety Six Lakhs Ten Thousand only) paid by the purchaser to the Vendor as aforesaid being the full consideration money payable by the Purchaser in respect of the Office Unit hereinafter mentioned alongwith two open car parks in the compound (the payment and receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit release and discharge to the Purchaser) the Vendor doth



hereby grant, convey, assure, transfer all that the Office Unit No.SI-9 on the Sixth Floor of the said Building, "Valecha Chambers" constructed on the piece directly of the land described in the First Schedule hereunder written and containing by admeasuring 9400 Sq.ffgece (873.60 Sq.mtrs) (hereinafter referred to as "the said Unit") being Office Unit type 3 as specified in the Declaration dated 28.12.98 and delineated on the Plan (with architect's certificate of the Sixth floor of the said Building annexed to the said Declaration) as also as annexed hereto as Annexure 'B' and containing by admeasurement 9400 Sq.ft. (i.e.873.60 Sq.mtrs) alongwith two open car parks in the compound, together with:

14.60% of undivided interest appurtenant to the said unit in the common areas facilities of the said piece of land described in the First Schedule hereunder written and the said Building;

and &

100% of undivided interest in the restricted common areas and facilities as the same are specified in the said Declaration.

Together with all the appurtenances belonging to or in any wise appertaining to or with the same or any part thereof now or at any time herecofore usually held, used occupied or enjoyed or reputed or know as part or member thereof or be appurtenant thereto (hereinafter referred to as "the said premises") and particularly described in the Second Schedule hereunder written and all the estate right title interest use, inheritance property possession, benefit, claim and demand whatsoever both at law and equity of the Vendor into

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out of or upon the said premises or any part thereof TO HAVE AND TO HOLD the said premises hereby granted, sold, conveyed, assured or intended so to be with their and every of their rights, members and appurtenant unto 202 and the use and benefit of the Purchaser forever to be held as heritable and transferable immovable property within the meaning of the law for the time being in force subject to the provisions of this Deed, the Maharashtra Apartment Ownership Act, 1970, the said Declaration and Exhibit "F" attached thereto, being the Bye-laws of the, "Valecha Chambers" Unit Owners Condominium and all the rules, regulations and agreement lawfully made and/or entered into and/or that may be entered into pursuant to the provisions of the egaforesaid Act, Declaration and Bye-laws and also subject to the payment of all rents, assa sments, rates, duties now chargeable upon the same or laich may hereafter become payable in respect than of to the Government of Maharashtra, the Brihan -Mumbai & Mahanagar Palika and other concerned Authorities. AND the Vendor doth hereby for itself, its successors and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by from through under or in trust for it made done committed omitted or knowingly or willingly suffered to the contrary, the Vendor now has in itself good right, free and marketable title, full power and absolute authority to grant, convey and assure the said premises, hereby granted, conveyed and assured or intended so to be unto



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and to the use of the Purchaser in the manner aforesaid and that it shall be lawful for the purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, occupy, possess and enjoy the said premises hereby granted with the appurtenances and have all rights, title, and interest, absolute ownership and benefits in the said Premises and receive the rents issues and profits thereof and of every part thereof to and for its own use and benefit without any Suit, lawful eviction, interruption claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for it ANE that free and clear and freely and clearly and absolutely acquitted, <u>exo</u>nerated, released and forever discharged otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and agains all former and other estates, titles, charges made executed, encumbrances whatsoever had, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for it AND FURTHER that the Vendor and all persons having lawfully or equitably claiming any estate right, title or interest at law or in equity in the said premises hereby granted, conveyed assured or intended so to be or any part thereof by from under or in trust for them shall and will from time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and all such further and other lawful executed reasonable acts, deeds, things matters, conveyances and

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assurances in the law whatsoever for the further and more perfectly and absolutely granting, conveying assuring and transferring the said premises and every part thereof hereby granted, conveyed and assured, transferred or expressed so to be unto and to the use of the Purchaser in the manner mentioned in this Deed by the Purchaser its successors or assigns or their Counsel in law shall be reasonably required AND the Purchaser for itself its successors and assigns and for all the present and future owners of the said Premises doth hereby covenant with the Vendor and/or other Co-owners of the Units in the said Ruilding that the Purchaser shall abide by the By-laws of the said Condiminium and shall bear and pay the proportionate expenses required of it to be paid as its share of extenses as required by the Association of Purchasers beind "Valecha Chambers Condominium."

- 2. THIS DEED FURTHER WITNESSTH THAT in pursuance of the said Agreement and in consideration of the premises it is hereby agreed by and between the parties hereto as under:
- (a) The Vendor shall always be entitled to sub-divide one or more units comprised on the ground floor, the first floor, the Second floor, the third floor and the fourth floor of the said building into two or more units and in view thereof the Vendor shall also be entitled to make such structural changes therein as may be required for the purpose of appropriately sub-dividing such unit or units and in the event of such sub-

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division the Vendor shall be entitled to distribute proportionately amongst the subdivided units the percentage share of such units so subdivided in the common areas and facilities and in the limited common areas and facilities of the said Building and also to appropriately renumber the sub-divided units (i.e. the units formed on the sub-division of the concerned unit).

(b) The Vendor shall also be entitled to sell and dispose of on ownership basis such sub-divided units as aforesaid.

maximum of four additional floors on the said building by utilising the Floor Space Index (FSI) of other properties as may be available by way of Transfer of Development Rights (TDR) (such FSI is herein referred to as TDF - FSI) as per the provisions of the Development Control Regulations as also as may be be permitted by the Brihanmumbai Mahanagar Palika (BMC) and all other Concerned Authorities and also in the event of the increase in the FSI of the area in which the said Building is located.

(d) In view of the above the Vendor shall also be entitled to execute amendments to the said declaration for (1) redistribution/reallotting amongst the sub-divided units the percentages of shares of the units so sub-divided in the common areas and facilities and limited common areas and

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facilities of the said building and (ii) reallotting/allotting amongst all the units in the said building (including in the additional units created on the construction of additional floors) the percentage of the shares in the common areas and facilities and in the limited common areas and facilities of the said Building.

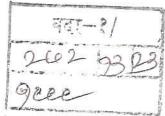
(e) As the said Declaration dated 28th December, 1998 made by the Vendor for submitting the said piece of land described in the First Schedule hereunder written and in the building thereon to the provisions of the said Act will have to be amended in the event of the Vendor sub-dividing one or more units in the said Building and/or constructing additional floors on the Building the Purchaser doth hereby irrevocably agrees and covenants with the Vendor that the Purchaser will agree to such amendments as may be found by the Vendor necessary to be made from time to time to the said Declaration including variations/revision/redistribution in the percentage share in the common areas facilities and in the limited common areas facilities appurtenant to the units so subdivided as also variations in the proportionate share in the common areas and facilities and limited common areas and facilities pertaining to all the units in the said building (including the units as may be created on the construction of additional floors in the said building).



- (f) In order to carry out amendments to the Declaration as aforesaid the Purchaser agrees to execute such Deed or Deeds of Amendment to the Declaration (together with the annexure thereto) as may from time to time be desired by the Vendor.
- 3. AND THIS DEED FURTHER WITNERSTH that in pursuance of the said Agreement and in consideration of the premises the Purchaser doth hereby irrevocably nominates, constitutes and appoints the Vendor to be its true and lawful Attorney for and on behalf of and in the name of the Purchaser to execute any Deed or Deeds of Amendment to the said Declaration as deemed necessary from time to time by the Vendor and also to execute such other Deeds or Documents for the purposes referred to in sub-clause (a), (b), (c), (d), (e) and (f) of the foregoing clause Number 2.

AND GENERALLY TO do all such acts, deeds and things as shall be deemed expedient by the Vendor for the aforesaid purposes and the Furchaser doth hereby agrees TO RATIFY AND CONFIRM all such acts, Deeds, things as shall lawfully be done by the Vendor pursuant to this Power of Attorney and that for the better doing performing and executing of the matters and things aforesaid the Purchaser doth hereby further grant unto the Vendor full power and absolute authority to substitute and appoint in its place and stead on such terms as it shall think fit one or more Attorney or Attorneys to exercise any or all of the powers and authorities conferred upon the Vendor as aforesaid and

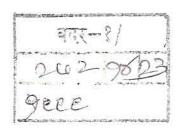
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to revoke any such appointment from time to time and to substitute or appoint any other or others in the place of such Attorney or Attorneys as the Vendor shall from time to time think fit.

- Purchaser shall have absolute right to deal with and/or to transfer Unit No.SI-9 alongwith two open car parks in the compound and the percentage of undivided share in the common areas and facilities appurtenant to the said office unit by way of sale, mortgage, lease, hire, exchange or in any manner whatsoever, to the same extent and subject to the same rights, privileges, obligations, liabilities and obligations as herein contained and such transfer shall always be subject to had rights of the Vendor to sub-divide one or more mits on the ground floor, the first floor, the second loor, the third floor and the fourth floor of the said and also to construct additional floors on the said building as hereinabove mentioned and the Transferee shall always be deemed to have appointed the Vendor as its constituted attorney for the purposes specified in sub-clause (a) (b) (c) (d) (e) and (f) of clause 2 of this Deed, with powers and authorities as specified in caluse 3 of the Deed.
 - 5. The Vendor has obtained from Office of the Joint Commissioner of Income Tax, Special Range-53, Aayakar Bhavan, M. K. Road, Mumbai, Income Tax Clearance Certificate under Section 230 A of the Income Tax Act, 1961, hereto annexed as Annexure 'C' is the copy of the said Income Tax Certificate.





THE FIRST SCHEDULE REFERRED TO

All that the Building known as Valecha Chambers consisting of Basement, Ground and six upper floors constructed and all that piece or parcel of land or ground admeasuring 3778 Sq.Yds (i.e. 3159 Sq. mtrs) bearing Survey No.41 (part), CTS No.612 with a building of basement ground and six upper floors standing thereon situate lying and being at Oshiwara in the registration district and sub-district of Mumbai City and Suburban and bounded as follows:

West : Partly by Plot No.5

East : Partly by Plot No. 4

North: by Plot No.7

South : 30" wide Nala and beyond that

90" wide D.P. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the premises (unit under sale)

All that the Office Unit No.SI-9 being office Unit Type No.3 as specified in the said Declaration dated 28th December, 1998 and admeasuring 9400 Sq.ft (873.60 Sq.mtrs) located on the sixth floor of the Building Valecha Chambers constructed on the Plot of land described in the First Schedule hereinabove written alongwith two open car parks in the compound.

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

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the withinnamed VENDOR VALECHA
ENGINEERING LIMITED through
Mr.V. P. Valecha, Director of
the Company, pursuant to the
Resolution passed at the meeting
of the Board of Directors of the
Company held on 22nd December,

1998 in the presence of
Kaunta Valecha, Company Securtary;

Learn

9-62-9423 9cee

For Valecha Engineer ! mued

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STRUCTURES LIMITED through Mr.]

K. Thakur, Managing Director }

Limite Company, pursuant to the }

meeting of the Board of }

Directors of the Company held }

on 31st October, 1998 in the }

presence of Mr. Suhal Kulkami, }

L.M. (F) & Company Stanfami, }

For Jyeti Structures Ltd.

Managing Director

/Certs

/18130/95-95

Office of Appropriate Authority (I. T. Deptt.) A Wing, 3rd Floor, Mitlal Court,

Nariman Point, Bombay-400021

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Keshava Justi floor Biniga Rusla Complex Bandra (East), Bombey-400 051.

Name(s) of Transferee(s)

M/s. Jyoti Structures Limited, "Keshava", 7th floor, Bandra-Kurla Complex, Bandra(East), Bombay-400 051.

Description & Location of framovable property

Part of the building to be constructed on Plot No. B-di, CST 612, DP Road, Cahiwara, Bombay.

Apparent consideration

Certificate

Rs. 4, 87, 50, 000/-

Agreement

27-3-1995(Memorandum of Understanding)

9 MAY 1995

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 propertydescribed 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 .

And whereas the Apparent consideration set forth in the said Form 37-I and in the agreement dated 27-3-1995... for the transfer of the said property is Rs. 4, 87, 30, 000/-

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

Now, therefore the said property more fully described in the chedule appearing below by the said transferor to the transferee for an apparent consideration of

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

Sd/-

(U.V. SHAME ACPURI)

Chief Engineer

8d/ ..

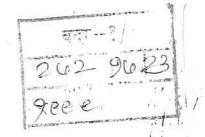
(JCGINTER PALL)

Commissioner of Income-Tax

Sd/-

(S. H. L. AGARWALLA) Commissioner of Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.



SCHEDULE

YAM E Sall THAT piece or parcel of land or ground admeasuring 3778 square yards i.e. 3159 square metres situate lying and being at Village Oshiwara in Greater Bombay and forming part of Survey No.41 being Plot No.8-6, C.T.S.No.612 and in the Registration District and sub-district of Bombay City and Bombay Suburban.

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Authorised to issue on behalf of Appropriate Authority, Bombay.

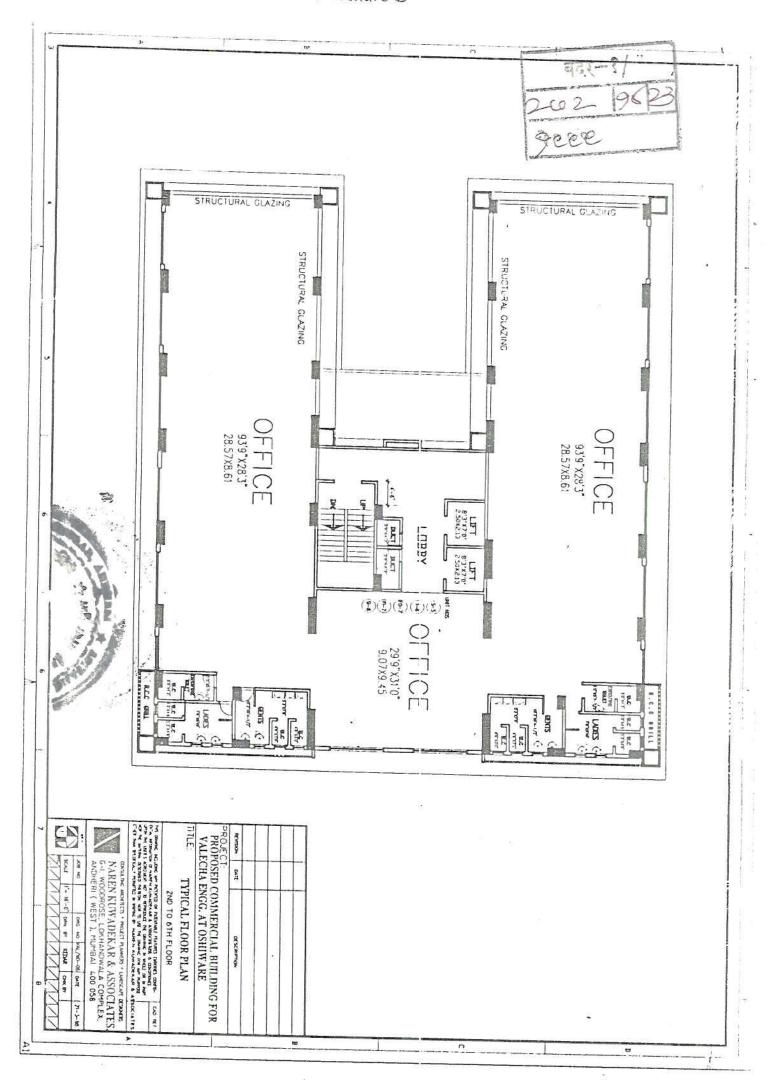


Assit Communication of Income-tax,
Assignation of Income-tax,
Appropriate many hority, Bembay.

Copy to:

- 1. Transferor(s).
- 2. Transferec(s).
- 3. Guard-file
- 4. The DI (Inv.) Survey Unit-I, Bombay under CIB Code No. 201.
- 5. The Sub-Registrar of Assurances, Old Customs House, Bombay.
- P.E.-94/1/10,000

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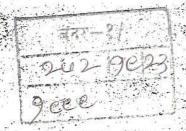
Office of the
JLEonthisiques of Income tax
Special Range-53, Aayakar
Bhavan, M.K. Road,
MUMBAI

Dated: 21/01/99

To, The Sub-Registrar Bandra, Mumbai - 400051.

: ASSESSEE

Sir,



Sub: CERTIFICATE U/S.230A(1) OF THE I.T. ACT, 1961-REGISTRATION OF DOCUMENTS.

M/S. VALECHA ENGINEERING LIMITED

I am forwarding herewith certificate under section 230A(1) of the I.T.ACT, 1961, in the case of M/S. Valecha Engineering alongwith copies of documents, which are to be registered.

This certificate is valid upto 20/1/2000

Kindly acknowledge receipt.

JT. COMMISSIONER OF INCOME -TAX, SPECIAL RANGE 53, MUMBAL

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JLC LT., SPL RG. 53, MUMBAI.

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बदा-१/ [मृ. माने पहा

F ेरें [नियम १९२ पहा] चलन क्रमांक , आ.-(एच) १३८-२५,००,०००-७-५% प.सा.मु. (२०,००,०००) -११-८५ पीओ ५ " एच १५५ शा.प., वित विभाग, क. संदीर्ण-१०८५/प्रक ८६/योपा-४, दिनांक २२ सप्टेंगर १९८७.

" या टिकाणच्या ब्रोपागारात / उपद्योवागारात भरण्यात आलेल्या रोख रक्रमेचे चलन गातीय स्टेट वैरुमध्ये / गातीय रिझर्व वैरुमध्ये

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भरण्याच्या रक्षमेचा तपशील्

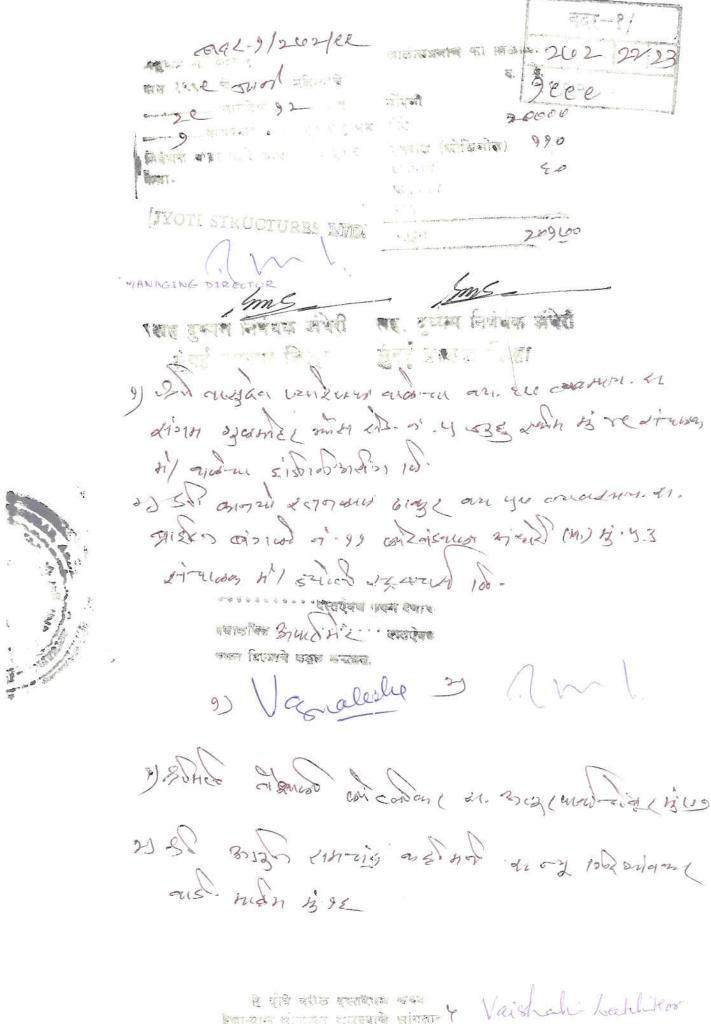
सूबना

क्रसन्याची अमेल त्या विभागाचे नाव लिहाचे. बेभागाचे नाव भारतांना ज्याच्याकरिता रक्कम जमा

भरण्याच्या रकभेच्या प्राधिकाराविषयीचा तपशील भरण्याच्या रकभेच्या उद्देशाविषयीच्या बर्णनाबरोवरच बापराचा. पूर्णपणे नन्द करावा. शवयतीवर रबरी शिक्का शीर्प या वाबतचा तपशील स्पष्टपणे, टळकपणे व संदर्भात, लेख्यांचे प्रधानशीर्ष, उपप्रधानशीर्ष व गौण-अर्थरांकल्पीय अंदाजातील लेख्याच्या दर्गीकरणाचे

तो गरणा अनेल त्या पिभागाचे नाव प्लनाच्या शिरोभागी (टळ ह) मोड्या अक्षरांत लाल शाईने लिहाचे. पासाटी सप्ट शब्दोन नमूद करावा. सर्वजनिक वांधकाम व वन विभागांच्या संवंधातील राण्याच्या रक्षमाच्या वावतीत ज्या विभागाच्या संदंधात

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सह चुन्पन निकंचक तेथी ि 20/9/ (केंबई डपनगर किस्सा)

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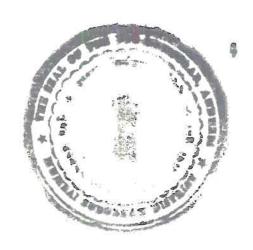
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लह. दुस्यम निषंत्रक अंबरी मुंबई दुवनगर जिल्हा.

To de 0 2000

तर्मालीन गाडिली अस्था बन्नर असद्यान अख्वेच अखि । तर्मातीन गाडिली अस्था बन्नर असद्यान अख्वेच अखि । वर्मान व

लह. दुस्यम निषंपक अंधेरी चित्र २७ १ २००० सुंबई उपनगर जिल्हा



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सह दुर्गम निवंश : अंशि सुंबह उपनगर । अन्हा. DATED THIS 25 DAY OF January, 100

VALECHA ENGINEERING LIMITED VENI.

AND

JYOTI STRUCTURES LIMITED PURCHASER

15 - 8 2 valee

24/9/2000

DEED OF APARTMENT

Apartment Unit No.SI-9 on the Sixth Floor of the Building Valecha Chambers

M/s. KIRIT N. DAMANIA & CO., ADVOCATES & SOLICITORS, 1113, 11th Floor, Raheja Centre, Free Press Journal Road, Nariman Point, Mumbai - 400 021.