

IN THE COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 5724 OF 1998

Union Bank of India ... Plaintiff

Versus

1. Premji Khepar Ruparel & Anr. ... Defendants

CONSENT TERMS BETWEEN PLAINTIFF AND DEFENDANT NO.

1

1. The above suit is filed by the Plaintiff against the Defendants and Suit No.4489 of 1999 has been filed by the Defendant No. 1 against the Plaintiff herein are relating to the dispute in respect of the same suit property, being transfer and assignment 5(five) equity shares bearing distinctive Nos. 41(1) to 41(5) both inclusive of the face value of Rs. 1000/- each aggregating to Rs. 5,000/-(hereinafter referred to as the "said **Shares**"), issued by Northern India Co-operative Housing Society Ltd.(hereinafter referred to the "**said Society**"), leasehold rights in the plot of land bearing No. 20(17) admeasuring 942 sq. yds equivalent to 778 sq. mtrs. (hereinafter referred to as the "**said plot**"), together with ownership rights in the structures and building standing thereon comprising of Eight flats with stilt and four floor having an area admeasuring 13,800 sq. ft. and two covered garages in the compound of the building plus Society office and common toilet, (the said building and 2 garages hereinafter referred as the "**said Structures**") situated at Northern India Co-operative Housing Society Ltd., Plot No. 20 (17) the said shares, the said plot and the said structures shall hereinafter referred to as the "**said premises**"), all



hereinafter referred to as the "**said property**") as more particularly set out in Schedule to the draft Deed of Assignment and Transfer annexed hereto. (hereinafter referred to the said Society), all rights incidental to transfer unto the Plaintiff the rights of the Defendant No. 1 as a lessee, in the said shares and the right to own/use, occupy and possess the said structures.

2. The Plaintiff and the Defendant No. 1 have amicably settled their interse disputes relating to the said property and the present suit is being disposed off as settled in terms of the present Consent Terms.
3. The Defendant No. 1 agrees and undertakes to withdraw Suit No. 4889 of 1999, as settled within one week from the date of filing these Consent Terms in the present suit.
4. The Plaintiff and the Defendant No. 1 agree and confirm that pursuant to Memorandum of Understanding dated 13th December 1995 the Defendant No. 1 had agreed to sell to the Plaintiff his right, title and interest in the said property and the Plaintiffs are in continuous possession of the said structures since 14.12.1995 till date.
5. In view of the settlement now arrived at between the Plaintiff and Defendant No. 1, the Plaintiff shall purchase all the right, title and interest of the Defendant No. 1 in the said property for a total agreed sale consideration of Rs.15,34,35,000/- (Rupees Fifteen Crore Thirty four Lakhs thirty Five Thousand only) and on the terms and conditions as more particularly set out in the Draft Deed of Assignment and Transfer, a copy whereof is hereto annexed and marked as **Annexure A** hereto.

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6. The Plaintiff and the Defendant No. 1 agree and confirm that the terms and conditions and undertakings as set out in Draft Deed of Assignment and Transfer, shall be deemed to be forming part of these Consent Terms.

7. The Plaintiff and Defendant No. 1 agree that the out the total consideration of Rs. 15,34,35,000/- (Rupees Fifteen Crore Thirty four Lakhs thirty Five Thousand only), the Plaintiff has paid to the Defendant No. 1 a sum of Rs.11,00,68,000/ (Rupees Eleven crore sixty eight thousand only) on or before the execution of these consent terms; a sum Rs.2,75,17,000/- (Rupees Two crore seventy five lacs and seventeen thousand only) lying deposited by the Plaintiff in this Hon'ble Court pursuant to order dated 23rd December 1998 passed in the above suit shall be appropriated by the Defendant No. 1 towards part consideration(payments and receipts of the aforesaid monies the Defendant No. 1 hereby acknowledges, admits and confirms)and the balance consideration of Rs.1,58,50,000/- (Rupees One crore fifty eight lacs and fifty thousand only) (subject to deduction of TDS of Rs. 1, 58,500/-) shall be paid by the Plaintiff Bank to the Defendant No. 1 against execution and registration of Draft Deed of Assignment and Transfer(as per Annexure A with necessary changes, if any required) in respect of the said property, and the same will be completed before 31st May 2018.

8. The Plaintiff and the Defendant No. 1 agree that on execution of these consent terms the direction given by this Hon'ble Court vide its order dated 23rd December 1998 to furnish Bank Guarantee as condition precedent to withdrawal of the amount of Rs.2,75,17,000/- (Rupees Two crore seventy five lacs and seventeen thousand only) deposited by the Plaintiff in the present suit shall stand vacated. Upon execution

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hereof the Bank Guarantee dated 04/03/2004 submitted by Defendant No. 1 in favour of the Prothonotary and Senior Master, High Court, Bombay In Suit No 5724 of 1998 shall stand cancelled and returned to Defendant No. 1" immediately

9. Mr. Ravi Prakash Gupta, the Chief Manager of the Plaintiff, holding authority letter dated 2nd May, 2018, (copy whereof is annexed as **Annexure B** hereto) is duly authorized by the Plaintiff Bank to execute the present Consent Terms.

10. In view of the "No Objection" dated 11.12.1995 given by Defendant No. 2, Suit against Defendant No. 2 to stand dismissed as withdrawn for want of prosecution

11. Undertakings given by the Plaintiff and Defendant No. 1 in clause 3 and 6 of these Consent Terms are accepted by the Hon'ble Court.

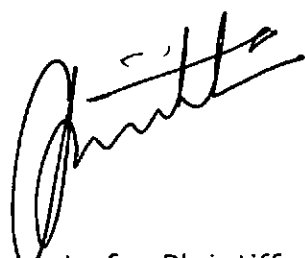
12. The Plaintiff will be entitled to refund of court fees as per rules.

13. Suit is decreed in terms of the Consent Terms, with no order as to cost.

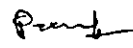
Dated 4th May, 2018



Plaintiff

Advocate for Plaintiff



Defendant No. 1



Advocate for Defendant No. 1

ANNEXURE A**APPROVED DRAFT - DEED OF ASSIGNMENT AND TRANSFER**

THIS DEED OF ASSIGNMENT AND TRANSFER made at Mumbai on this _____ day of _____, 2018

BETWEEN

Mr. PREMJI KHEPAR RUPAREL having his PAN No.ADEPR8714P of Mumbai Indian Inhabitants having his address at 508 Arcadia, 195 Nariman Point, Mumbai - 400 021 hereinafter referred to as the "**TRANSFEROR**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the **FIRST PART**.

AND

UNION BANK OF INDIA, PAN No. AAACU0564G, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1978 having its head office at Union Bank of India, VidhanBhavanMarg, Nariman Point, Mumbai - 400021 hereinafter referred to as the "**TRANSFEREES**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and assigns) of the **OTHER PART**.

WHEREAS

- A) By and under an Agreement to Lease dated 4th June, 1963 entered into by and between the Municipal Corporation of Greater Mumbai (MCGM) and Northern India Hindu and Sikh Co-operative Housing Society Limited, a Society incorporated and

registered under the provisions of the Bombay Co-operative Societies Act, 1925 hereinafter referred to as "the **said Society**", MCGM gave on lease to the said Society all that piece and parcel of land situated under ShiwriWadala Scheme 57 for a period of 999 years.

B) The said Society thereafter subdivided the said land allotted / leased to it under the said Agreement to Lease dated 4th June, 1963 into sub-plots of various sizes and shapes.

C) The Transferor is the member of the said Society holding 5 equity shares bearing distinctive Nos. 41(1) to 41(5) both inclusive of the face value of Rs. 1000/- each aggregating to Rs. 5,000/- (hereinafter referred to as the "**said Shares**").

D) The Transferor incidental to his owning and holding the said Shares and being a member of the said Society became entitled to use, hold, own, occupy and possess as a sub-lessee a plot of land bearing No. 20(17) admeasuring 942 sq. yds equivalent to 778 sq. mtrs. (hereinafter referred to as the "**said Plot**"), a more particular description of the said Shares and the said Plot is mentioned and described in the Schedule hereunder written.

E) The Transferor thereafter carried out construction of stilt plus four storeys and 2 (two) garages strictly as per the plans approved by the MCGM. The Transferor has also paid the entire development charges and other costs and expenses as required by the MCGM for the construction of the said building,





and have also obtained occupation certificate for occupying the said building of stilt plus two covered garages in the compound of the building plus Society office and common toilet, the said building and 2 garages are hereinafter called as the "**said Structure**".

F) Thus, at present the Transferor is the sole owner of the said shares, Sub-Lease of the said plot together with ownership of structure standing thereon and which is more particularly described in the Schedule mentioned hereinabove and deposit of the Transferor standing to the credit of the Transferor in the record and register of the said Society (hereinafter referred to as the "**said Deposit**"), all of which the said Shares, the said Plot together with structure standing thereon and the said deposit together with all the right, title and interest of the transferor shall hereinafter referred to as the "**said Property**".

G) Pursuant to the negotiations by and between the Transferor and Transferee, the Transferor in the year 1995 agreed to sell, transfer and assign in favour of the Transferee all his rights, title and interest as a Sub-Lessee in the said property viz. the said shares the said plot together with structure standing thereon and the said deposit and all right, title and interest of the transferor in the capital of the said society free from all encumbrances, demands and claims in lumpsum consideration of Rs. 13,75,85,000/- (Rupees Thirteen Crore Seventy five lacs eighty five thousand only)

PKR

[Signature]

H) The Transferor and the Transferee thereafter made an application to the Appropriate Authority under section 269 ULC of the Income Tax Act, 1961 by submitting Form 37I. Pending the approval the Transferor herein i.e the licensor under the Leave and License agreement dated 13th December 1995 put, the Transferee herein i.e. the licensee to the said leave and license agreement, in vacant, quiet and peaceful possession of the said plot together with structures standing thereon.

I) The Transferee on 13th December, 1995 from and out of the said lumpsum consideration of Rs. 13,75,85,000/- has paid the part of the purchase consideration in the sum of RS. 11,00,68,000/- (Rupees Eleven Crore sixty eight thousand only) to the Transferee.

J) Thereafter certain disputes and differences arose by and between the Transferor and Transferee which resulted in the non execution of final Deed of Transfer. The said Disputes and differences resulted in the Transferee filing a suit in the Bombay High Court being Suit No. 5724 of 1998. Similarly the Transferor also filed a suit against the Transferee in the Bombay High Court being Suit No. 4889 of 1999.

K) By and order dated 23th December 1998 passed in the said High Court Suit No. 5724 of 1998, the transferee were ordered and directed to deposit the balance purchase price of Rs.2,75,17,000/- (Rupees Two crore seventy five lacs and seventeen thousand only) in the Hon'ble Bombay High Court to

the credit of the said suit. By the aforesaid order the Transferor was permitted to withdraw the said amount against the Bank Guarantee of any Nationalized Bank. The Transferor thereafter on 04th March 2004 submitted a Bank Guarantee and withdrew the said sum of Rs.2,75,17,000/- (Rupees Two crore seventy five lacs and seventeen thousand only).

L) The said Society vide its letter dated 11th December 1995 granted its No Objection for transfer of the said Property in favour of the Transferor, which No objection the Transferor confirms is continuing and the same has not been withdrawn and/or cancelled by the Society till date.

M) The Transferor has furnished to the Transferees a Title cum Non-encumbrance Certificate dated 12th April, 2018 of Kartikeya And Associates, Advocates & Solicitors, interalia stating that the title of the Transferor with respect to the said property is clear, legal and marketable. *new para*

N) The parties have amicably resolved and settled their disputes and in furtherance thereof the Transferee has agreed to pay a total purchase consideration of Rs.15,34,35,000/- (Rupees Fifteen Crore Thirty four Lakhs thirty Five Thousand only) instead of Rs. 13,75,85,000/- (Rupees Thirteen Crore Seventy Five lakhs eighty five thousand only) and Consent Terms dated 4th May 2018 came to be filed in Suit No. 5724 of 1998 recording the settlement and the parties have decided to execute the present Deed of Assignment and Transfer in the manner hereinafter appearing. *OKR*

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1 In pursuance of the negotiations that took place by and between Transferor, and the Transferee as recorded in the consent Terms filed in suit No. 5724 of 1998 and in consideration of the sum of Rs. 11,00,68,000/- (Rupees Eleven Crore and sixty eight thousand Only) paid by the Transferees to the Transferor and on a further sum of Rs.2,75,17,000/- (Rupees Two crore seventy five lacs and seventeen thousand only) which was deposited by the Transferee in the High court at Bombay in Suit no. 5724 of 1998 as per the Order of Hon'ble Justice D.K. Deshmukh dated 23rd December 1998 and the said amount has been withdrawn by the Transferor against the Security of the Bank Guarantee submitted by the Transferor as per order dated 23rd December 1998 and the balance sum of Rs. 1,58,50,000/- (Rupees One crore fifty eight lacs and fifty thousand only) (_ subject to deduction of TDS of Rs. 1, 58,500/-) paid by the Transferee to the Transferor, simultaneously upon execution hereof, this aggregating to Rs. 15,34,35,000/- (Rupees Fifteen Crore Thirty four Lakhs thirty Five Thousand only) (the payment and receipt of all of the above whereof the Transferor doth hereby admits and acknowledges and of and from the same and every part thereof doth forever acquits, releases and discharges the Transferee) **HE THE TRANSFEROR** doth hereby grants, conveys, assigns, transfers and assures by way of assignment and transfer unto the Transferees all his rights, title and interest in

the said Property viz. 5 (five) equity shares bearing distinctive Nos. 41(1) to 41(5) both inclusive of the face value of Rs.1000/- each aggregating to Rs.5,000/- (hereinafter referred to as the "**said Shares**"), issued by Northern India Co-operative Housing Society Ltd. (hereinafter referred to as the "**said Society**"), leasehold rights in the plot of land bearing No. 20(17) admeasuring 942 sq. yds equivalent to 778 sq. mtrs. (hereinafter referred to as the "**said plot**"), together with ownership rights in the structures and building standing thereon comprising of Eight flats with stilt and four floor having an area admeasuring 13,800 sq. ft. and two covered garages in the compound of the building plus Society office and common toilet, (the said building and 2 garages hereinafter referred as the "**said Structures**") situated at Northern India Co-operative Housing Society Ltd., Plot No. 20 (17) all of which the said Shares, the said Plot together with structure standing thereon and the said deposit together with all the right, title and interest of the transferor shall hereinafter referred to as the "**said Property**" AND together with all the appurtenances belonging to or in anywise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed or known as part thereof or be appurtenant to the said Property more particularly described in the Schedule hereunder written, and all the benefits, advantages, right, title and interest of the Transferor in respect of the said Property free from all claims, demands and encumbrances **TOGETHER WITH** all and singular, privileges, easements, profits, advantages, appurtenances whatsoever to the said Property hereby granted conveyed, sold, assigned, transferred and assured by the Transferor to the Transferee in the manner aforesaid or intended or expressed so to be or any part

thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as member thereof to belong or be appurtenant thereto **TOGETHER ALSO** WITH all the deeds, documents, certificates, vouchers, receipts and other papers of or relating to the said Property **AND TOGETHER ALSO WITH** all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand and all the right, title and interest whatsoever of the Transferor into, out of or upon the said Property or any of them or any part thereof **TO HAVE AND TO HOLD** all and singular the said Property hereby granted, conveyed, sold, assigned, transferred and assured or intended or expressed so to be by the Transferor to the Transferees in the manner aforesaid with her and every of her membership right and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the Transferee forever absolutely **SUBJECT NEVERTHELESS** to the payment of all the rates, taxes, assessments, dues, duties, maintenance charges and other outgoings now payable and/or chargeable and hereafter to become payable and/or chargeable in respect of the said Property to the Government of Maharashtra or MCGM or any other Local Body or Authority in respect thereof.

2. The Transferor has simultaneously with the execution of these presents handed over quiet, vacant and peaceful possession of the said Property to the Transferee

3. The Transferor has simultaneously with the execution hereof handed over to the Transferees all the Originals of the documents of title in respect of the said Property and all other deeds, documents,

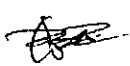
receipts, vouchers, bills, papers and writings of or relating to the said Property.

4. The Transferor has simultaneously with the execution hereof signed and handed over to the Transferee the electricity meter transfer form alongwith all other forms, documents, undertakings, writings, required for effectuating the transfer of the said Property in favour of the Transferee.

5. **THE TRANSFEROR** hereby for himself and his heirs, executors and administrators and all persons claiming by, from, through, under or in trust for them covenants with the Transferee;

a. **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Transferor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Transferor made, done, committed or omitted or knowingly/ unknowingly or willingly/unwillingly suffered to the contrary **HE THE** now hath in himself good right, full power and absolute authority to grant, convey, sell, assign, transfer and assure the said Property hereby granted, conveyed, assigned, transferred and assured or intended or expressed so to be unto and to the use of the Transferee in the manner aforesaid;

b. **THAT** the Transferee shall and may from time to time and at all times hereafter peaceably and quietly enter upon, hold, have, occupy, possess and enjoy the said Property and every part thereof and receive the rents, issues, income and profit thereof




and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Transferor and/or his heirs or any of them or any person or persons lawfully or equitably claiming by, from, through, under or in trust for him.

c. **THAT** the Transferee has freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Transferor well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other claims, demands, notices, actions, suits or proceedings, costs, etc. affecting the Property, estates, titles, charges and encumbrances whatsoever had, made, executed, occasioned or suffered by the Transferor or by any person or persons claiming by or to claim by, from, through, under or in trust for the Transferor.

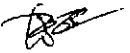
d. **THAT** the Transferor and all persons having or lawfully or equitably claiming any estate or interest in the said Property or any part thereof by, from, through, under or in trust for the Transferor and/or his heirs shall and will from time to time and at all times hereafter at the request and costs of the Transferee do and execute or cause to be done and executed all such further and other acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the further, better and more perfectly and absolutely assuring the said Property and every part and item thereof unto and to the use of the Transferee as by the Transferee, their respective heirs,

executors, administrators and nominees or their or his or her Counsel in law as shall be reasonably required;

e. **THAT THE TRANSFEROR** has not at any time heretofore made, done, committed or omitted or knowingly/unknowingly or willingly/unwillingly caused, permitted, allowed or suffered to be done anything whatsoever whereby or by reason or on account whereof the Transferor is or is likely to be prevented from granting, conveying, selling, assigning, transferring and assuring the said Property or any of them hereinbefore expressed to be hereby granted, conveyed, sold, assigned, transferred and assured or intended or expressed so to be by the Transferor to the Transferee in manner aforesaid or whereby or by reason or on account whereof the said Property or any of them or any part thereof are, is, can, shall or may be in anywise impeached, affected or encumbered in estate, title or otherwise howsoever.

f. THAT THE TRANSFEROR shall as and when called upon and required by the Transferee shall accompany and make themselves available at the time of execution and registration of this Deed of Assignment and Transfer and any other documents and writing required by the Transferee in furtherance of this Deed of Assignment and Transfer.

6. The Transferor has stated, declared, confirmed and represented to the Transferee as under –




- a. That the Transferor is the solely and absolutely entitled as a sub lessee and is in possession of the said Property and he alone has the right to use, occupy and possess the said Property;
- b. That the said Property are free from any sale, gift, mortgage, lien, inheritance, claim, demand, tenancy/licence or any third party right/interest, charge or encumbrances of any nature on the said Property or attachments or judgment either before or after or other debts or claims whatsoever;
- c. That no notice from the Society, any Government, Municipal Corporation or any other public body or authority or any notice under any law has been received by or served on the Transferor in respect of the said Property or any part thereof which restricts or may restrict the execution of these presents or adversely affect the title to the said Property in any manner nor the said Property are under any lis pendens;
- d. That there is no injunction or any order from any Court, Collector, Revenue, Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Transferor Party from dealing with the said Property or entering into these presents;
- e. That the Transferor has good right, full power and absolute authority to assign and transfer the said Property and transfer possession thereof and there is no impediment or

restraint against the Transferor from doing so or being able to do so;

- f. That save and except the said leave and license agreement dated 13th December 1995 in favour of Transferee under which the Transferee is in possession of the said Property till date, the Transferor has not created any lease or tenancy or sub-tenancy or leave and license, or Mortgage in respect of the said Property or any portion thereof and that the Transferor is in exclusive possession, occupation and use of the said Property.
- g. That no one, including any other legal heir, has or have or otherwise claimed or is entitled or has or have any right to claim either the said Property or the said Plot together with the structures standing thereon or the said Shares or any interest of whatsoever nature to or in the same;
- h. That prior to entering into this Deed of Assignment and Transfer, the Transferor had or has not concluded any negotiations and/or entered into any Memorandum or understanding or contract or agreement or any other arrangement, oral or written, with anyone except Transferee whomsoever for sale and/or transfer of the said Property or the said Plot together with structures standing thereon or the said Shares or to create any interest of any other nature whatsoever therein and/or accepted any token money or earnest money or deposit or other like sum from any one in respect thereof;

7. All the costs, charges and expenses of and incidental to these presents and the sale and transfer of the said Property including stamp duty and registration charges shall be borne and paid by the Transferee. Each party shall bear and pay the professional costs and fees of its Advocates and Solicitors and Estate Agents.

8. **AND THAT** in pursuance of the entire consideration received by the Transferor for the said assignment and transfer of the said Property, the Transferor hereby indemnify and agree to keep the said Transferee and their successors and assign fully and effectually indemnified, safe, defended and harmless in respect of any claims, demands, notices, actions, suits and/or proceedings affecting the said Property or any part or portion thereof that may be made, taken, and/or adopted against the Transferees and/or their respective heirs, executors and administrators by any third party/person including any heir or legal representative of the Transferor, the said Society, Municipal Corporation, Government and/or its departments and/or Authority and/or public/statutory bodies, on account of any act/s or omission/s done by the Transferor and/or his predecessor(s) in title or on account of non-payment of any property taxes/municipal taxes for any assessment charges or outgoings or any increases thereto or any part thereof, but in respect of the period prior to the execution hereof and/or due to any of the representation, covenant or declaration made by the Transferor as mentioned herein wholly or in part being false or untrue And for all the costs, charges, expenses, losses and damages that may be incurred by the Transferee their respective successors and assign in pursuance of the above. And in the event of any demand

being made and/or raised by the above persons in respect of the said Property at any time in future towards any Municipal property tax, cess or duties, interest, penalties, damages, charges, but in relation to the period prior 31st December 1995 the same shall be borne and paid by the Transferor alone within a period of 30 days from the date of demand by the Transferee. ✱

9. AND THAT the Transferor hereby confirms having handed over to the Transferees, prior to the execution of these presents, the quiet, vacant and peaceful possession of the said Property and Transferee confirms having received the same.

IN WITNESS WHEREOF the Transferor, and the Transferee have set and subscribed their respective hands and seals hereto the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Being all the right, title and interest of Transferor, in 5 (five) equity shares bearing distinctive Nos. 41(1) to 41(5) both inclusive of the face value of Rs. 1000/- each aggregating to Rs. 5,000/- issued by Northern India Co-operative Housing Society Ltd., the leasehold rights in the plot of land bearing No. 20(17) admeasuring 942 sq. yds equivalent to 778 sq. mtrs. Situate at Sewree-Wadala Estate Scheme No. 57, off. Raif Ahmed Kidwai Road, Wadala, Bombay together with ownership rights in the structures and building standing thereon comprising of Eight flats with stilt and four upper floor having an area admeasuring 13,800 sq. ft. and 2 (two) covered garages in the

compound of the building plus Society office and common toilet, situated at Northern India Co-operative Housing Society Ltd., Plot No. 20 (17) , Off. Raif Ahmed Kidwai Road, Wadala, the said shares, the said plot and the said structures shall and incidental to transfer of the leasehold rights , said shares, the right to own/use, occupy and possess the same, and bounded as follow :

On or towards the East By : Plot No. 20(2) and 20(3)

On or towards the West By : Road No. 37A

On or towards the North by : Plot No. 20(18)

On or towards the South by : Plot No. 20(16)

SIGNED AND DELIVERED by the)

Within named **TRANSFEROR**)

PREMJI KHEPAR RUPAREL)

in the presence of.)

1.)

2.)

SIGNED AND DELIVERED by the)

Within named **TRANSFEREES**)

UNION BANK OF INDIA)

By the hands of Mr. Gautam J. Shende)

And Mr. Krishna Chandra Chaudhary)

it's Authorised officer)

pre

and Constituted Attorney)

in the presence of.)

1.)

2.)

Annex 3



2nd May, 2018

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT No. 5724 of 1998

UNION BANK OF INDIA,
239, Vidhan Bhavan Marg
Nariman point, Mumbai-400 021

.... Plaintiff

Vs

Premji Khepar Ruparel & another

..... Defendants

LETTER OF AUTHORISATION

Union Bank of India, the Plaintiff, hereby authorizes Shri Ravi Prakash Gupta, Chief Manager, Central Office, Mumbai to sign Vakalat, petition, Consent Term and represent the Plaintiff Bank in the proceeding before the High Court at Bombay in the Suit No.5724 of 1998.

For Union Bank of India



ASST. GENERAL MANAGER

Dated this 2nd day of May 2018

IN THE COURT OF JUDICATURE AT
BOMBAY

ORDINARY ORIGINAL CIVIL
JURISDICTION

SUIT NO. 5724 OF 1998

Union Bank of India ... Plaintiff

Versus

Premji Khepar Ruparel
And another ... Defendants

**CONSENT TERMS BETWEEN
PLAINTIFF AND DEFENDANT NO. 1**

Dated this 4th day of May, 2018

Mr. Nainesh Amin
Advocate for Plaintiff,
N.N. Amin & Co,
NM-1B, Mezzanine Floor,
EMCA House,
289, Shahid Bhagat Singh Road,
Fort, Mumbai- 400 001.