




THIS AGREEMENT entered into on the 10th day of November, 2000, BY AND

BETWEEN :

MR. PESI S. PATEL, aged about 48 years, S/o. Mr. Savak Patel, C/o. Patel Brothers & Engineering Services Pvt. Ltd., Elphinstone Building, Flora Fountain, Mumbai - 400 001, hereinafter called the **FIRST PARTY**, which term, wherever the context permits, shall mean and include his heirs, legal representatives, executors and administrators on the ONE PART;

AND

M/S. COX & KINGS (INDIA) LIMITED, represented by its Financial Controller, MR. A. RAMESH, having its registered office at Grindlays Bank Building, 2nd Floor, No. 270/272, Dr. D. N. Road, Mumbai - 400 001, hereinafter called the **SECOND PARTY**, which term, wherever the context permits, shall mean and include its successors and assigns on the OTHER PART;



WHEREAS M/S. CENTURY GALAXY DEVELOPERS PRIVATE LIMITED, No. 85/1, Kengal Hanumanthiah Road, Bangalore - 560 027 (hereinafter referred to as the said **Company**) is the absolute owner of Property bearing survey nos. 153, 158, 159, 167, 160/1, 160/2, 160/3, 160/4, 163/1, 163/2, 164/1, 164/2, 165/1, 165/2, 165/3, 165/4, 165/5, 165/6, 166/1, 166/2, 166/3 and 166/4 of Kodihally Village, Bangalore - Airport Road, Varthur Hobli, Bangalore South Taluk, Bangalore (hereinafter referred to as the said **Property**);

WHEREAS the Company developed a scheme of providing residential and commercial units (hereinafter called the said **Scheme**) on the said Property to its members on what is popularly known as 'Ownership Basis' and pursuant thereto secured approval of plans for construction of 17 Blocks of multi-storeyed residential buildings and a multi-storeyed commercial building consisting of four towers, to be named as DIAMOND DISTRICT (hereinafter called the said **buildings**);

WHEREAS under the said Scheme, a person on becoming a member of the Company and holding a specified number of Shares of the Company and maintaining a specified amount as Security Deposit with the Company, is allotted a specific commercial / residential Unit with / without Car Parking Unit and with / without exclusive right of use of Terrace together with a perpetual, uninterrupted absolute and exclusive right to use and enjoy such Unit and the common area and facilities along with the right to exploit, let-out or otherwise enjoy the same and appropriate the income, usufruct and other benefits therefrom with such Member also having the right to dispose of such Shares, Deposit and right of enjoyment of the Unit allotted by a document inter-vivos or otherwise;

WHEREAS pursuant to the above and to the said Scheme, the Company by the Letter of Allotment dated 20th May, 1994 allotted the Unit which is more fully described in Schedule hereto (hereinafter referred to as the Schedule Unit) to MR. YUNUS ZIA, aged about 31 years, S/o. Mr. Ziaulla Sheriff, residing at AL-BARKA, Golden Enclave Premises, Airport Road, Bangalore - 560 017, (hereinafter called the Original Allottee) together with a irrevocable,





perpetual, uninterrupted, absolute and exclusive right to use and enjoy the Schedule Unit and appropriate the income, usufruct and other benefits therefrom;

WHEREAS under the Agreement dated 31st March, 1995 entered into with the said Company, the Original Allottee acquired 3676 Equity Shares of Rs.10/- (Rupees Ten only) each in the said Company bearing Distinctive Numbers 2033683 to 2066958 and 2036959 to 2037358 (hereinafter referred to as the said Shares) and has to maintain a Deposit of Rs.9,82,800 for the flat and Rs.25,000 for the Car parking in total Rs.10,07,800 (Rupees Ten Lakhs Seven Thousand and Eight Hundred only) with the said Company (hereinafter referred to as the said Deposit) in consideration whereof the said Company allotted to the Original Allottee the residential unit more fully set-out in the Schedule written hereunder (hereinafter called the said Unit) to be then constructed on the said property on the Terms and Conditions set-out in the aforesaid agreement;

WHEREAS under a Agreement dated 20th February, 1996 (hereinafter referred to as the said Agreement) the Original Allottee agreed to sell and transfer the said unit and the said shares to the First Party on the First Party agreeing to place a deposit of Rs.10,07,800 (Rupees Ten Lakhs Seven Thousand and Eight Hundred only) with the said Company, on the Terms and Conditions set-out in the aforesaid Agreement;

WHEREAS the Second Party has agreed to acquire and the First Party has agreed to sell on "Sport Delivery Contract basis" the said Shares, Deposit and the right, title and interest of the First Party under the aforesaid Agreement in respect of the said Unit.


WHEREAS the parties herein now desire to reduce the Terms and Conditions of their Agreement into writing:



NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. The First Party shall Sell and Transfer the said Shares viz., 3676 Equity Shares of Rs.10 (Rupees Ten only) each in the said company bearing Distinctive Numbers 2033683 to 2036958 and 2036959 to 2037358 to the Second Party at Rs.103.28 (Rupees One Hundred Three and Paise Twenty Eight only) per share "on Spot Delivery Contract basis" and the Second Party shall purchase the same at the aforesaid price.
2.
 - (a) Except for the initial payment of Rs.50,000 paid by the First Party directly to Diamond District (which payment has been reimbursed by the Second Party to the First Party) all the subsequent payments due from the First Party to Diamond District under agreement dated 20th February, 1996 has been discharged by the Second Party on behalf of the First Party. The First Party hereby agrees to Sell and Transfer for the consideration as mentioned in the Agreement dated 20th February, 1996, on the basis of "Spot Delivery Contract" the aforesaid shares, Deposit and all other rights of the First party under the said Agreement and in the said Unit to the Second Party and thereafter the Second Party shall become the absolute owner of the said Shares and Deposit and shall be entitled to the rights vested under the said Agreement in respect of the said Unit. All expenditure connected with such transfer including Stamp Duty, Registration Fees shall be borne by the Second Party.
 - (b) The First Party has made all the payments including the payment on behalf of the First Party by the Second Party to the Original Allottee promptly and punctually and has kept the said Agreement alive for the benefit of the Second Party.
3. In terms of the said Agreement, the First Party had to deposit Rs.13,87,468 (Rupees Thirteen Lakhs Eighty Seven Thousand Four Hundred and Sixty Eight only) with the said Company in the manner set-out in said Agreement which amount has been paid in full by the First Party to the said Company as mentioned in Clause 2 (a) above. On and after the transfer of the said Shares to the Second Party, the

[Handwritten signature]



First Party shall also cause transfer of the aforesaid Deposit to the name of the Second Party in the records of the said Company.

4. The First Party acknowledges receipt of all its dues under this Agreement from the Second Party and agrees to take necessary steps for the Second Party to be registered as the holder of the aforesaid Shares and Deposits, and secure vesting of the rights in respect of the said Unit in the Second party in the records of the Company and thereafter the Second Party alone shall become and be entitled to the said Shares, Deposit and right of enjoyment of the said Unit and to all income therefrom, and the First Party shall not be entitled thereto. And the Second Party shall be entitled to such rights and shall be subject to such restrictions and liabilities as set out in the said Agreement in respect of the said Unit. The First Party shall secure the said rights confirmed by the said Company in favour of the Second Party.
5. The sale of the said Shares, Deposit and rights in respect of the said Unit shall be subject to the First Party having clear and marketable title thereto and the said Shares, Deposit and right of the First Party in the said Unit being free from all encumbrances, lien, charges, mortgages, lis pendens or claims of any other nature whatsoever.
6. The Second Party shall comply with the Terms and Conditions of the said Agreement entered into between the First Party and the Original Allottee.
7. The First Party shall indemnify the Second Party against all costs, losses, damages the Second Party may be put to owing to any default on the part of the First Party in complying with the Terms and Conditions of this Agreement without there being any default on the part of the Second Party.
8. Both the parties shall have the right of specific performance of the Terms and Conditions of this Agreement.

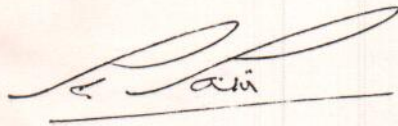


SCHEDULE

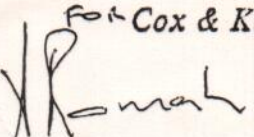
- a) Unit bearing No. J-65 and situated on the Sixth Floor, in the "J" Block, measuring super-built up area of 1638 sq. ft. in the buildings known as "Diamond District" being constructed on the property bearing Survey No's. 153, 158, 159, 167, 160/1, 160/2, 160/3, 160/4, 163/1, 163/2, 164/1, 164/2, 165/1, 165/2, 165/3, 165/4, 165/6, 166/1, 166/2, 166/3 & 166/4 of Kodihalli Village, Bangalore-Airport Road, Varthur Hobli, Bangalore South Taluk, Banalore (inclusive of proportionate share in common area together with the following rights:

- a) Car Parking in Basement "One Car Park"
b) Exclusive use of Terrace area - Nil - sq. ft.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO AFFIXED THEIR HANDS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED BEFORE THE FOLLOWING WITNESSES :



FIRST PARTY

2. 
For Cox & Kings (India) Ltd.
FINANCIAL CONTROLLER

SECOND PARTY

WITNESS :


1. S. N. WAALKAR
17-C, Saraswati Bang.
Jyeshthwari (East)
Mumbai - 400060.

2. N. R. NAGANATH

R. Naganath

TRUE COPY
ATTESTED BY ME

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A. P. PASHTE

B.A., LL.B.
ADVOCATE HIGH COURT
NOTARY GOVT. OF INDIA
Notary Sadan.