

MALABAR INDUSTRIES PRIVATE LIMITED

184 flat at 'Tahnee Heights'

Janam Diamonds pvt Ltd.



सो अम्मा न. मसिङ्गे **JANAM DIAMONDS PVT. LTD.**  
 23rd Floor, 2nd Floor, Opera House,  
 Bombay-400 004.

16 MAR 1995

फर्मा 72

सर्वोच्च

50/-

*M. S. Shinde*  
 मुद्रांक विभाग

This Agreement of Sale made at Bombay on this 17th day of March, 1995 between M/s. **M.P. Mansinghka Charities**, a Public Trust registered under the provisions of the Bombay Public Trust Act, 1950 under No.E-9439 (Bombay) dated 24th August, 1983, having its registered office at/111-A, Reheja Chambers, 213, Nariman Point, Bombay 400 021 through its Trustee Shri Mahavir Prasad Mansinghka (hereinafter called the Vendor) of the One Part (which expression shall unless repugnant to the context or meaning thereof shall mean and include its all trustees, their nominees, executors, administrators etc.) and Janam Diamonds Private Ltd., a company registered under the Companies Act, 1956, through its Managing Director Shri M.A. Parikh of Bombay (hereinafter called Purchaser) of the other part (which expression shall unless repugnant to the context or meaning thereof, mean and include all the Directors, Managers, Secretary, the executors and administrators etc.)



*M.P.*



WHEREAS by an agreement dated 3-2-1976, Mansinghka Industries Ltd. agreed to purchase flat No.194 on 19th floor in "D" Building (Petit Hall) Nepean Sea Road, Bombay, then being constructed by the builders Malabar Industries Private Limited.

Whereas by an Indenture of Donation dated 31-3-1984 Mansinghka Industries Ltd. donated all their rights to flat no.194 on the 19th floor in "D" Building to MP Mansinghka Charities, a charitable Trust registered under the Bombay Public Trust Act, 1950 under serial No. E-9439 (Bombay) dated 24th August, 1983.

AND WHEREAS by mutual consent between the Builders Malabar Industries Private Limited and M/s MP Mansinghka Charities the rights to agreement to flat No.194 were exchanged for rights to flat NO.184 in the same building as per notation endorsed on 19-2-1985.

AND WHEREAS the Vendors are absolutely seized and possessed of and otherwise well and sufficiently entitled to right in the agreement in flat No.184 admeasuring 3300 sq.ft. or thereabouts on the 18th Floor, in the said "D" building hereinafter referred to as "the right in the said agreement" in the building named and known as Tanhee Heights, D, Building situated at Petit Hall



Compound, Nepean Sea Road, Bombay (hereinafter referred to as the said flat) AND TO BE transferred to the proposed Society to be formed by the various purchasers:

AND WHEREAS the vendor has passed the resolution for the sale of said flat No.184 admeasuring 3300 sq.ft. approx. on the 18th floor, in the said "D" building situated at Petit Hall Compound, Nepean Sea Road,, Bombay and by such resolution the trust has also authorized and empowered Shri Mahavir Prasad Mansinghka the Settler a chairman of the Vendor to negotiate the sale and to execute the necessary agreement and to sign the necessary papers and the documents so as the purchaser can effectively transfer the said flat in its name. The copy of the resolution is being attached herewith.

AND WHEREAS the Vendor has agreed to sell, transfer and assign to the Purchaser and the Purchaser has agreed to purchase from the vendor all the beneficial rights, title and interest of the vendor to the right in the agreement to the said flat held by the Vendor and as incidental thereto to sell, transfer and assign all their beneficial right, title and interest of the Vendor in the right in the agreement to the said flat together with right to use and occupancy thereof at or for the lump sum price of Rs.9,00,00,000/- (Rupees Nine Crores only).



*M.P.*



AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this agreement in writing;

NOW THIS AGREEMENT WTNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1) The Vendor shall sell, transfer and purchasers shall purchase and acquire all the right, title and interest of the Vendors in the right in the agreement to the said flat No.184 admeasuring 3300 sq.ft. or thereabouts on 18th Floor in the building known as Tanhee Heights, D-Building situated at Petit Hall Compound, Nepean Sea Road, Bombay, at or for the lump sum price of Rs.9,00,00,000/- (Rupees Nine Crores only) to be paid in the manner specified in clause 4 hereof.

2) The Vendor shall handover the rights of in the agreement to the said premise to the purchasers only upon the full price being received by the Vendors in accordance with this agreement.

3) The purchaser shall apply to the builders to transfer the Vendors rights, title and interest in the said right in the agreement to the premises in the records of builders. The Vendors agreed to execute in favour of the purchaser such documents for ownership as may be re-



*MP*



*[Handwritten signature]*



quired for vesting the said right in the agreement to the said premises on the said flat in the name of the Purchaser and shall handover the possession of the said premises directly to the purchaser.

4) The purchaser shall pay to the vendor Rs.9,00,00,000/- (Rupees Nine Crores Only) in full consideration for the sale of the Rights in the agreement to the said flat in the following manner.

i) An amount of Rs.3,00,00,000/- (Rupees Three Crores only) on execution of this agreement, receipt of which the vendor acknowledge.

ii) The balance of Rs.6,00,00,000/- (Rupees Six Crores Only) to be paid by the purchaser to the vendors within 30 days from the date of obtaining of the last of following permissions.

a) No objection Certificate from the Appropriate Authority as required under chapter XX-C of the Income Tax Act,1961 and,

b) The permission of the Charity Commissioner as required under the Bombay Public Trust Act,1950.



*MP*



c) N.O.C. from Malabar Industries Private Limited, the builder who has originally executed the Agreement for Sales.

5) That the vendors hereby covenant with the Purchasers as follows :-

i) That the vendor are the sole and absolute owners of the rights in the agreement to the said flat and no other person or persons has or have any right, title, interest, proper, claim or demand of any nature whatsoever unto or upon the said right in the agreement to the flat either by way of sale, charge, lien, gift, trust, lease easement or otherwise howsoever and have good right and title full power and absolute authority to sell and transfer the same to the purchaser.

ii) That the vendor has not created any charge or encumbrance of whatsoever nature in respect of the said premises which becomes subject matter of any litigation, attachment, any decree of court nor the vendor has created any tenancy and/or leave and licence and/or any right of lien in favour of any one in respect of the right in the said flat.

iii) That the vendors have paid their contribution of the full payments to the Builder towards the full cost of the right in the agreement to the flat.



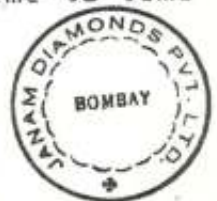
iv) That the vendors shall pay their proportionate contribution of the Municipal Taxes, Water, Electricity and maintenance and other charges and outgoings payable in respect of the said flat upto 30th June, 1995 i.e. upto the month of June, 1995.

v) That the vendors shall whenever required to do so from time to time and at all the times hereafter execute and sign or caused to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing, assuring and effectually transferring all the rights to the said right in the agreement to the said flat unto and to the use of the purchaser for ever.

6) The purchaser hereby covenant with the Vendors as follow :-

i) That the purchaser shall regularly pay their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said flat with effect from 1-7-1995.

ii) That the purchaser shall observe and perform and abide by all the rules and regulations from time to time in force.





7) This Agreement is subject to the permission of the Appropriate Authority under Chapter XX-C of the Income Tax Act, 1961 and the Charity Commissioner under the Bombay Public Trust Act, 1950.

a) i) In the event that the Appropriate Authority does not exercise its right of purchase and the Charity Commissioner has granted the approval, the parties hereto shall act on this Agreement and the sale shall be completed by the vendors in favour of the purchaser upon the vendors receiving full payment from the purchaser:

b) In the event that the Appropriate Authority exercise its right to purchase the property or the Charity Commissioner does not grant the approval, the vendors shall within 15 days of receipt of the intimation of the Appropriate Authority or the Charity Commissioner whichever is earlier, refund to the purchaser the sum of Rs.3,00,00,000/- (Rupees Three Crores only) being the advance paid by the purchaser to the vendor with interest accrued thereon on the said advance to be kept by the vendors as fixed deposit with bank and this agreement shall forthwith stand terminated and neither party hereto shall have any right or claim for specific performance or costs or damages or otherwise against the other;



*Handwritten signature*



*Handwritten signature*

c) in the event that the Appropriate Authority directs purchase of the property or the Charity Commissioner does not grant the approval and the vendor/purchaser wish to take legal action by way of Writ Petition or otherwise, the vendors/purchaser may do so at their own cost only upon paying to the purchaser/vendors the entire amount payable under this agreement before filing a Writ Petition.

8) The Vendors shall handover to the purchaser all documents of title including all original agreement in respect of the right in the agreement to the said premises after the receipt of the entire amount and upon the completion of the sale.

9) The transfer fees payable to the Builder for the transfer of the right in the Agreement to the said Premises in favour of the Purchaser shall be borne by the vendors and the Purchaser equally.

10) Stamp Duty and registration charges, if any, payable for transfer of the said flat and for any other expenses for agreement- document shall be borne and paid by the purchaser alone.

11) It will be the responsibility of the purchaser to obtain the clearance as required under Chapter XX-C of



*MM*



*[Handwritten signature]*

the Income Tax Act, 1961 and expenses relating thereto shall be borne by the Purchaser alone. The vendors have agreed to obtain the clearance from the Charity Commissioner at their own cost.

12) All out of pocket expense and costs incidental to this agreement executed in duplicate and for execution of any other deeds documents or writings and follow up thereof shall be borne and paid by the purchaser alone.

13) In case purchaser fail to make the payment of Rs.6,00,00,000/- (Rupees Six Crores only) within 30 days from the last of permission as may be received as per para 4 hereinabove the purchaser shall pay interest @ 24% p.a. from the 45th day from the receipt of last of the permission till the date of payment.

14) The Vendors shall pay the brokerage @ 1% to its broker, on the consideration price written hereinabove on completion of the deal in all respects.

15) This Agreement has been executed in Bombay, the property is situated in Bombay and the payments are to be made in Bombay, and is subject to Bombay jurisdiction alone.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and



10

*M. N. S.*



*[Handwritten signature]*



year first hereinabove written. Original copy of this agreement have been retained by the purchasers i.e. the party of the Second Part and the duplicate copy has been given to the Vendor i.e. the party of the First Part.

SIGNED SEALED AND DELIVERED

by the withinnamed VENDOR

MP MANSINGHKA CHARITIES

through its Trustee SHRI

MAHAVIR PRASAD MANSINGHKA

authorised by Board

Resolution dated 11-3-1995

in the presence of

- 1) K. C. DAWDA, Affiliated Arts  
Fico No. 31, B/H Dahanu Nagar  
2) Rajesh Chimanlal Thakker, B.C. MBA-40002  
62-A Makers Chambers III  
223, Nariman Point Bombay-21. *R.C. Thakker.*

For MP Mansinghka Charities

*[Signature]*  
M. P. MANSINGHKA  
Chairman,

SIGNED SEALED AND DELIVERED

by the withinnamed Purchaser

JANAM DIAMONDS PRIVATE LIMITED

through Mahendra A. Parikh,

Managing Director, authorised

by Board Resolution dated 1st

March, 1995 in the presence of

- 1) *[Signature]*  
2) *[Signature]*

For Janam Diamonds Pvt. Ltd.

*[Signature]*  
Managing Director.

- (1) S. M. Shah  
42, Kennedy Bridge,  
24, Hansraj Damodar Bldg.  
2nd floor, Opera house,  
Bombay 400004.

- (2) Piyush S. Shah  
Rose View Bldg,  
4th floor, Flat No. 403,  
Anchali Kuria Rd,  
Anchali (East)  
Bombay-69.

RECEIPT

RECEIVED with thanks from JANAM DIAMONDS PRIVATE LIMITED, by cheque No.446054 drawn in favour of ABN Amro Bank, N.V. Veer Nariman Road, Fort, Bombay-400 023, being an amount of part consideration sum of Rs.3,00,00,000/- (Rupees three crores only) against the sale of flat no.184, as per the execution of the Agreement dated 17th March, 1995.

For MP Mansinghka Charities

M.P. MANSINGHKA  
(CHAIRMAN/TRUSTEE)



WITNESS

- (1) S. M. Shah  
42, Kennedy Bridge.  
24, Hansraj Damodar Bldg.  
2nd floor, Opera house.  
Bombay 400004.
- (2) K. C. DANDA  
Accord Arts Flat No. 21,  
B/H Dattani Nagar, BOMBAY-400092

*Handwritten signature*

*(K-C Danda)*

# MP MANSINGHKA CHARITIES

1111-A, RAHEJA CHAMBERS, 213, FREE PRESS JOURNAL MARG, BOMBAY-400 020.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE  
BOARD OF TRUSTEES MEETING HELD ON 11TH MARCH, 1995.

RESOLVED that the trust do sale the rights in the agreement dated 3rd Feb, 1976 in Flat No. 184 on 18th Floor in 'D' Building, Petit Hall, Nepeansea Road, Bombay for lumpsum price of Rs. 9 crores and on other terms and conditions as mentioned in the draft agreement placed before the Board and initialed by the Chairman for the purpose of identification to M/s. Janam Diamonds Pvt. Ltd., Bombay.

FURTHER RESOLVED that Mr. M P Mansinghka be and is hereby authorised to execute the agreement and any other Document / Paper as may be required for the said purpose.

*For MP Mansinghka Charities*



M. P. MANSINGHKA  
Chairman.





BEFORE THE CHARITY COMMISSIONER,  
MAHARASHTRA STATE, BOMBAY.

Application No. J-4/14-93.

In the matter of "MP Mansinghka Charities"  
P.T.R.No.E-9439(Bom.).

कलम नं. 36(1) के अन्तर्गत

नकल तयार किया :-

नकल दियी दिनांक :-

दिनांक :-

O R D E R.

"MP Mansinghka Charities" P.T.R.No.E-9439(Bom.).

filed this Application u/s 36(1) of the B.P.T.Act, 1950

seeking sanction for the sale of its immovable property

i.e. flats in a building at Napeansea Road, Bombay.

2. It is the case of the applicant trust that Mansinghka Industries Ltd. had donated to the trust their rights in two agreements dt. 3-2-70 with the builder Malabar Industries Pvt. Ltd. for 2 flats No. 193 and 194 in Petit Hall, Napeansea Road, Bombay-400 006, measuring 1717 and 3300 sq. ft. respectively. Indenture of donation dt. 31-3-1984. Later on by mutual consent the builders exchanged those flats No. 193 and 194 with that of 183 and 184 as per the endorsement made on the original agreements. The Board of trustees considered the possible income by way of lease from these flats, on completion of the construction. The Board of Trustees also considered the alternative proposal of sale of the flats, to build up good Corpus for the Trust. They passed a resolution, completed formalities and filed this application. It was expected that the flats would be sold at a price not below Rs. 12,000/- per sq. ft. The application is accompanied with copies of necessary documents i.e. Registration Certificate, Indenture of Donation dt. 31-3-1984, Agreement with the builders; copies of Accounts.

महाराष्ट्र न्यायिक प्रशासन

महाराष्ट्र न्यायिक प्रशासन  
महाराष्ट्र न्यायिक प्रशासन  
महाराष्ट्र न्यायिक प्रशासन



Resolutions; Affidavit of trustees etc.

3. Shri M.P.Mansinghka, Chairman of the Board of Trustees has filed Affidavit dt.27-1-1993, stating all these facts. The Trust is in need of building a good Corpus. As stated above, flats were donated to the Applicant Trust by Mansingka Industries Ltd, long back on 3-2-70, after the said Company <sup>had</sup> entered into Agreement of Purchase for these flats from builder Malabar Industries Pvt.Ltd. These being residential flats, are of little use for the objects of the trust. Thus, the Board of Trustees considered proposal (i) for leasing out the flats or (ii) outright sale of the flats. On the whole, it seems that by leasing out the flats, there is likelihood of creation of tenancy rights in favour of the lessee. As such, it may not be a good proposal in the long run. As against that trustees rightly thought of outright sale of these flats, with an intention to build up good Corpus for the Trust. The flats being located in Petit Hall at Napeansea Road, Bombay, it is bound to fetch good price to the Trust. On the whole, I agree with the trustees that there is absolute necessity to sell these flats, so that the sale proceeds can be utilised for meeting the objects of the trust.

4. After passing resolutions, trustees had issued public advertisement for the sale of these flats. They ~~have~~ received various offers in ~~response~~ response to the advertisement in Navshakti and Press Photo Journal issued sometime in February 1993. At the time of filing <sup>of</sup> this application, the trustees could not finalise the agreement of sale. As such, ~~in the~~

contd..3..

prayer clause of the application, trustees asked for permission for disposal of the said flats, at a sale price of not less than Rs.12,000/- per sq.ft. subject to expenses and brokerage etc. This Authority was not inclined to grant such type of permission. In the event, the matter was prolonged almost for 18 to 20 months.

5. Eventually the trustees finalised the deal for the sale of one flat to ~~Janam Diamonds Pvt.Ltd.~~ Janam Diamonds Pvt.Ltd. ~~for Rs.9/- Crores.~~ (Flat No.184 admeasuring 3300 sq.ft.) for a lump sum price of Rs.9/- Crores.

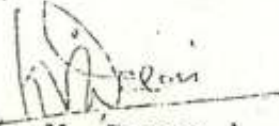
Trustees have received advance of Rs.3/- Crores from the purchaser, which amount has been kept in Bank. An Agreement of sale was entered into on 17-3-95, zerox copy of which is filed, on record alongwith their letter dt.20-3-95. Necessary affidavit from the Chairman of the Board of Trustees Shri M.P.Mansinghka dt.4-4-95 is also filed. Looking to the price quoted in Accommodation Times, Times of India etc. I think that the applicant trust is getting quite reasonable price for one of its flat, admeasuring 3300 sq.ft. being flat No.184, Petit Hall Compound, Near Napean Sea Road, Bombay. The very fact that Trust has received earnest money of Rs.3/- Crores for the flat in question, indicates that M/s Janam Diamonds Pvt.Ltd. are bona fide purchasers. Examining the matter from all angles, I agree with the parties and pass this Order.

Necessary sanction is granted u/s 36(1) of the B.P.T.Act, 1950 to MP Mansinghka Charities, P.T.R.No.E-9439 (Bom.) for the sale of its flat No.184 at Petit Hall

p.t.o.



Compound, Napean Sea Road, Bombay to M/s Janam Diamonds  
Pvt. Ltd. for Rs. 9,00,00,000/- (Rupees Nine Crores only)  
on usual terms and conditions.



( K. M. Desai. )  
Charity Commissioner,  
Maharashtra State, Bombay.

Bombay.

Dated: 6-5-1995.



परी वरकल मन्त्र प्रमोद

mwk/-

अध्याक्षक (मि. डी. एस.)  
बर्मादाय बायुक्त, महाराष्ट्र राज्य  
घांचे कार्यालय, मुंबई

Dated the **29 MAY 1995**

Proceedings No.

... Appropriate Authority/Bom./

Cert./18032/95-96

Name(s) of Transferor(s)

...

MP MANSINGHKA CHARITIES, A PUBLIC TRUST  
REG. NO E-9439, 1111-A RAHEJA CHAMBERS, 213  
NARIMAN POINT, BOMBAY 400 021, THROUGH ITS  
CHAIRMAN SHRI M P MANSINGHKA

Name(s) of Transferee(s)

...

JANAM DIAMONDS PVT LTD  
235 PANCHRATNA, OPERA HOUSE, BOMBAY 400 004.  
THROUGH ITS MANAGING DIRECTOR SHRI MAHENDRA A  
PARIKH.

Description & Location of  
Immovable property

...

FLAT NO 184, 18TH FLOOR, 'D' BLDG, PETIT HALL  
COMPOUND, NEPEAN SEA ROAD, BOMBAY 400 026.  
AREA 3300 SQ.FT.

Apparent consideration

...

9,00,00,000/-

Date of Agreement

...

17/03/95

Date of Certificate

...

**29 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 property described 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 .....

27/03/95.

And whereas the Apparent consideration set forth in the said Form 37-I and in the agreement dated ..... for the transfer of the said property is Rs. ....

17/03/95

9,00,00,000/-

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

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the schedule appearing below by the said transferor to the transferee for an apparent consideration of Rs. ....

9,00,00,000/-

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

sd/-

(U. V. SHAHDA PURI)  
Chief Engineer

sd/-

(JOGINDER PALL)  
Commissioner of  
Income-Tax

sd/-

(S.N.L. AGARWALA)  
Commissioner of  
Income-Tax**MEMBERS, APPROPRIATE AUTHORITY, BOMBAY**



# SCHEDULE

2201 YAM P S

Authorised to issue on behalf of Appropriate Authority, Bombay.



(M.B. BHAMRE)

Asstt. Commissioner of Income-tax,  
Deputy Commissioner of Income-tax,  
Appropriate Authority, Bombay.

Copy to :

1. Transferor(s).
2. Transferee(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



certified  
67 7158250+20 नोंदणी ३९ म.  
Regn. 39 m.  
दस्तऐवजाचा/अर्जाचा अनुक्रमांक ७०२२

कामपेशाग केंद्र अंगीकृत  
५२ संका.

For  $\infty$   $\infty$   $\infty$   $\infty$

फ्री  
आर्य समाज

परिचय

Dr. J. - John Smith

क) (फोलिओ) 1 पाठ  
ख) बाब क. 2 अंश

" 1.1

" p / ~~Salu~~

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एकूण 20200

नोंदणीकृत डाकेने पाठवली जाईल.

नावे नोंदणीकृत डाकेने पावण्या

सादरकर्ता





श्री. वाय. एन. प्रसाद परवाना धारक मुद्रांक विक्रेता  
२३ ई. पोदार चेंबर, एम. ए. बी रोड, कोर्ट, मुं. ४००००१.

3 JAN 2000

क्रमांक 162

सर्वश्री/श्री/श्रीमती

JANAM DIAMONDS PVT. LTD.

बांता रु

स्थापिकता मुद्रांक 235, PANCHRATNA,

पेपर विक्रेता.

सही.

OPERA HOUSE 2nd FLOOR,

BOMBAY 400004.

परवाना धारक मुद्रांक विक्रेता



### DEED OF CONFIRMATION

24 MAR 2000 this DEED OF CONFIRMATION made at Mumbai  
this day of Two Thousand by JANAM DIAMONDS PVT  
LTD., a company registered under the Companies  
Act, 1956, having its registered office at 235, Panchratna, 2nd  
floor, Mama Parmanand Marg Opera House, Mumbai-400 004  
through its managing Director, SHRI MAHENDRA AMRUTLAL PARIKH  
of MUMBAI hereinafter called "THE CONFIRMER" (which  
expression shall, unless repugnant to the context or  
meaning thereof, be deemed to include all the  
directors, manager secretary, executors and administrators of  
the One Part AND MP MANSINGHKA CHARITIES a public trust  
registered under the provision of the Bombay Public Trust  
Act 1950 under E-9439 Bombay dated 24/08/83 having its  
registered office at 1111-A, Raheja Chamber 213, Nariman  
Point, Mumbai 400 021 hereinafter called "THE VENDOR" (which  
expression shall, unless repugnant to the context or meaning  
thereof, be deemed to mean and include its all trustees and  
their nominees, executors, administrators of the other part.

### W H E R E A S

i) By Agreement Dtd the 3rd day of October 1995 made between  
Janam diamonds Pvt Ltd therein referred to as "THE  
PURCHASER" of the one part and MP Mansighka Charities herein  
as well as therein referred to as "THE VENDOR" of the other  
part, the Purchaser agreed to purchase and the vendor  
agreed to sell to the confirmer the premises being flat  
No.184 on the 18th floor in "D" Building (petit Hall) Nepean  
Sea Road, Mumbai (hereinafter referred to as "THE SAID FLAT"  
more particularly described in the Schedule hereunder  
written for the consideration and on the terms and condition  
as mentioned in the said Agreement Dtd 3rd day of October  
1995.



ii) The Confirmer have failed to appear before the Sub-Registrar of Assurances of Bombay to register the said Agreement dated 3rd day of October 1995 under the provision of section 4 of the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sales management and Transfer) Act 1993, read with Indian Registration Act 1908 and/or to admit execution by him, within the prescribed period and thus, the Sub Registrar has refused registration of the said Agreement so far as the parties are concerned.

iii) The confirmer hereto and the vendor hereto are desirous of confirming the said Agreement dtd 3rd day of October 1995 entered in to by the parties in respect of the said Flat to admit the execution of the said Agreement dtd 3rd day of October 1995.

iv) AND WHERE AS the confirmer admits that the confirmer has paid the stamp duty, Registration charges etc as applicable under the Bombay Stamp Act-1968 and under the Registration Act 1908.

THIS DEED OF CONFIRMATION WITNESSTH as follows:

The confirmer and the vendor hereto do hereby confirm that the said Agreement dated 3rd day of October 1995 made between the parties hereto in respect of the said flat is valid and subsisting. Hereto annexed and marked Exhibit "A" is a copy of the said Agreement dated 3rd day of October 1995.

2) The confirmer and the vendor hereto agree and confirm that pursuant to the said Agreement dated 3rd day of October 1995 the parties hereto have carried out their respective obligations under the said Agreement dated 3rd day of October, 1995 and nothing remains to be done on the part of the either party hereto.

3) The confirmer and the vendor hereto further confirm all the terms and conditions therein mentioned in all respect as if the confirmer has then appeared before the Sub-Registrar of Assurances at Bombay within the time limit allowed under the registration Act and presented the said Agreement dated 3rd day of October 1995 for registration admitted execution thereof to the end and intent that the said Agreement dated 3rd day of October 1995 shall be effectual ab-initio in all respects therein mentioned as apply and effectually as if the said Agreement dated 3rd day of October 1995 has been duly registered under the provisions of section 4 of the maharashtra Ownership Flats (Regulation of promotion of construction Sale Management and Transfer) Act 1963, read with Indian Registration Act 1908.

4) The confirmer hereby confirm that the confirmer has already paid the stamp duty applicable at General Stamp Office, Bombay

IN WITNESS WHEREOF the confirmer hereto has executed these presents the day, month and year first hereinabove written.





- : 3 : -

THE SCHEDULE ABOVE REFERRED TO

Flat No.184 on the 18th floor in "D" Building (Petit Hall) known as "Tahnee Heights" situated at Petit Hall Compound, Nepean Sea Road, Mumbai 400 026, admeasuring about 3300 Sq.ft.. Bearing cadastral serve No 356 Part.. Malabar & chambale Hill Di

SIGNED AND DELIVERED by the within named Confirmer: JANAM DIAMONDS PVT LTD. through its Managing Director MR. MAHENDRA A. PARIKH in the presence of. Phirajlal Doshi.

*[Signature]*

*[Signature]*



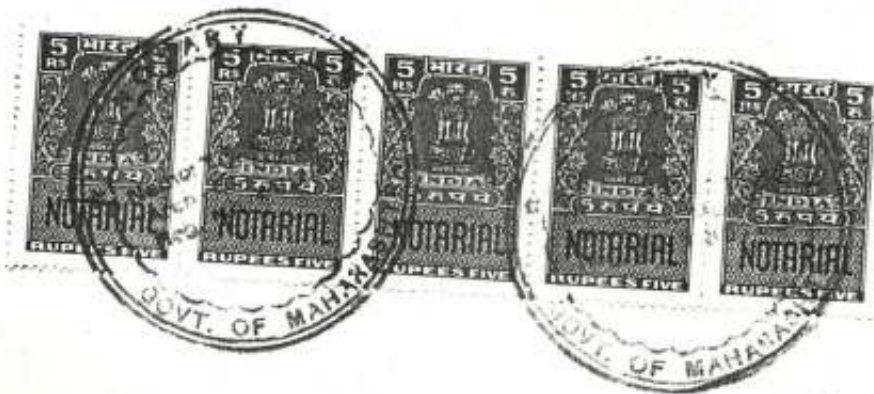
SIGNED AND DELIVERED by the within named Vendor M/S. M.P. Mansinghka Charities through its Signatory in the presence of. *[Signature]* A N

For M.P. Mansinghka Charities

M. P. MANSINGHKA  
Chairman



ATTESTED BY ME  
*[Signature]*  
T. T. SHAHARE  
NOTARY, GREATER MUMBAI  
124 MAR 2000





No. A. A./

/Certs

/18032/95-96

Office of the  
Appropriate Authority  
(I. T. Deptt.) A Wing,  
3rd Floor, Mittal Court,  
Nariman Point, Bombay-400021

Dated the 29 MAY 1995

Proceedings No.

... Appropriate Authority/Bom./

Cert./18032/95-96

Name(s) of Transferor(s)

...

MP MANSINGHKA CHARITIES, A PUBLIC TRUST  
REG. NO E-9439, 1111-A RAHEJA CHAMBERS, 213  
NARIMAN POINT, BOMBAY 400 021, THROUGH ITS  
CHAIRMAN SHRI M P MANSINGHKA

Name(s) of Transferee(s)

...

JANAM DIAMONDS PVT LTD  
235 PANCHRATNA, OPERA HOUSE, BOMBAY 400 004.  
THROUGH ITS MANAGING DIRECTOR SHRI MAHENDRA A  
PARIKH.

Description & Location of  
Immovable Property

...

FLAT NO 184, 18TH FLOOR, 'D' BLDG, PETIT HALL  
COMPOUND, NEPEAN SEA ROAD, BOMBAY 400 026.  
AREA 3300 SQ.FT.

Apparent consideration

...

9,00,00,000/-

Date of Agreement

...

17/03/95

Date of Certificate

...

29 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 property described 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 .....

27/03/95

And whereas the Apparent consideration set forth in the said Form 37-I and in the agreement dated ..... for the transfer of the said property is Rs. ....

17/03/95

9,00,00,000/-

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

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the schedule appearing below by the said transferor to the transferee for an apparent consideration of Rs. ....

9,00,00,000/-

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

sd/-

(U. V. SHAHDAFURI)  
Chief Engineer

sd/-

(JOGINDER PALL)  
Commissioner of  
Income-Tax

sd/-

(S.N.L. AGARWALA)  
Commissioner of  
Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

2  
SCHEDULE

2281 YAM 0 5



Copy to  
Asst. Com.

Authorised to issue on behalf of Appropriate Authority, Bombay.



*M.B. Bhamre*  
(M.B. BHAMRE)

Asstt. Commissioner of Income-tax,  
Deputy Commissioner of Income-tax,  
Appropriate Authority, Bombay.

Copy to :

1. Transferor(s).
  2. Transferee(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.2.-94/1/10,000



No. ADI(E)I/230-(1)/

193-98

Office of the  
A.D.I.(Exemption)I (1)  
R. No. 122, Aaykar Bhavan,  
5th floor, *Pyramidal Ch*  
Bombay-400.036

Dt: 13-7-95

To,  
The Sub-registrar,  
*old Custom House,*  
*Bombay.*

Sub:- Certificate u/s. 230A(1) of Income-  
Tax Act, 1961 - Regn. of documents -  
GIR/PAN. *ADI(E)I(1)/2011-M*

\*\*\*\*\*

I am forwarding herewith a certificate u/s.

in the case of *M. P. Mansinghka Charities*  
*111-A Rakeja Chambers, Nariman Point Bombay-21.*  
alongwith a copy of the documents which is to be regd.

2. This certificate is valid upto *12-7-96*

3. Kindly acknowledge receipt.



Copy to :

*Assessee*

Sd

A.D.I.(E)-I  
B O M B A Y.

*आयकर सहा. निदेशक*  
*(छट) I - (1) बम्बई*  
Asstt. Director of I. T.  
(Exemptions) I - (1) Bombay

A.D.I.(E)-I  
B O M B A Y

*आयकर सहा. निदेशक*  
*(छट) I - (1) बम्बई*  
Asstt. Director of I. T.  
(Exemptions) I - (1) Bombay



25000 मा. 28 वा. 3  
 मा. 28 वा. 3  
 मा. 28 वा. 3

For Jaram Diamonds put bid

*[Handwritten signature]*

## Directors

दुय्यम निबन्धक, मुंबई

श्री. महेश अ. परिव

मम रजनी गायत्री मम

पहले 976, डी 976 in जमा. तबनेहिल्ल

प्लॉट नं. 928, डा. गणेशदास रोड - (प्र.) ४०००२९

4 m) - જાનક સાયમંડલ પ્રા. લિ. ચે સંચાલક

Chompiran Gaidam

*[Handwritten signature]*

२७ मी. के ५५' लंबे विस्तर कांठारों का बायाँ भाग ३५  
५-६ मी. विस्तर का इस दोषी जगह पर २ ५' ३५  
महावीर नगर संकाय की बांकी ५' (५) २००० ई.

६ वाक्य कथामात्र प्रस्तुत कथामात्र  
महाभारत मोक्षदायक कथामात्र  
१ वाक्य मोक्षदायक कथामात्र.



Dr. Rajesh C. Doshi

Feb 28/3/2000



॥ श्रीगणेशाय नमः ॥  
 श्रीगणेशाय नमः  
 श्रीगणेशाय नमः  
 श्रीगणेशाय नमः  
 श्रीगणेशाय नमः

[illegible]

An Raja  
A. M. S. K. R. S.

39/2000

संबंधीत पक्षकाराने कलम २२०-अ (१) खालील  
भायकर दाखला क्र. ADI (E) I/2304/9-9

दिनांक 13/7/95 सादर केला आहे ते पडताळून पाहता  
बराबर असल्याचे आढळून आले आहे.  
दिनांक 9/11/2000



बर्कर 9822/2000  
मुद्रक नं. 1 कलाक 14

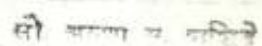
बोवला.  
3/8/2000  
बारीक :

*[Signature]*  
मुख्य निबंधक, मुंबई





1850



सिंह

JANAM DIAMONDS PVT. LTD.  
23, 2nd Floor, 2nd House,  
Bombay-400 004.



This Indenture of Sale made at Bombay, on this the 3rd day of October, 1995 Between M/s. MP Mansinghka Charities, a Public Trust registered under the provisions of the Bombay Public Trust Act 1950 under E-9439 (Bombay) dated 24/08/83 having its registered office at 1111-A, Raheja Chambers, 213 Nariman Point, Bombay-400 021 through its Trustee Shri Mahavir Prasad Mansinghka hereinafter called the VENDOR, of the One Part (which expression shall unless repugnant to the context or meaning thereof mean and include its all Trustees,



08P

(2) Receipt No 149 Date 21/10/99  
NAS No. UN-2/1766/98/4027  
GENERAL STAMP OFFICE, Bombay  
19-11-99  
m/s Jaram Diamonds

RECEIVED From the stamp  
Pvt Ltd.  
Duty Rupees 7658750/- (Seventy one  
Lacs Eighty Thousand Seven  
Hundred and Fifty Eight Rupees 7658750/-  
Art. 1958, that the proper stamp duty Rupees 7658750/-  
(Seventy one Lacs Eighty Thousand  
Seven Hundred and Fifty Eight Rupees)  
Hundred only 300/- (Three  
have been paid in respect of the instrument.  
Art 225(d)

COLLECTOR







their nominees, executors, administrators etc) and Janam Diamonds Pvt. Ltd. a company registered under the Companies Act, 1956, having its registered office at 235, Panchratna, 2nd Floor, Mama parmanand Marg, Opera House, Bombay-400 004, through its Managing Director Shri Mahendra Amrutlal Parikh of Bombay, hereinafter called the PURCHASER, of the Other Part (which expression shall unless repugnant to the context or meaning thereof, mean and include all the Directors, Managers, Secretary, the Executors and Administrators etc.)



WHEREAS by an agreement dated 03-02-76 Mansinghka Industries Ltd., agreed to purchase Flat No.194 on 19th floor in 'D' Building (Petit Hall) Napean Sea Road, Bombay, then being constructed by the builders Malabar Industries Pvt. Ltd.

AND WHEREAS by an Indenture of Donation dated 31-3-1984 Mansinghka Industries Ltd., donated all their rights to Flat No.194, on the 19th floor in 'D' Building to MP Mansinghka Charities, a Charitable Trust registered under the Bombay Public Trust Act, 1950 under registration no.E-9439 (Bombay) dated 24th August, 1983.

AND WHEREAS by mutual consent between the builders Malabar Industries Pvt. ltd. and M/s. MP Mansinghka Charities the rights to agreement to Flat no.194 were



*[Handwritten signature]*



*[Handwritten signature]*

exchanged for rights to flat no.184 in the same building as per endorsement noted on agreement on 19-2-85.



AND WHEEAS the Vendors are absolutely seized and possessed of and otherwise well and sufficiently entitled to flat no.184 admeasuring 3300 sq. ft. or thereabouts on the 18th floor, in the said 'D' building named and known as "Tanhee Heights" situated at Petit Hall Compound, Napean Sea Road, Bombay, alongwith all the rights, title and interests therein (hereinafter referred to as the said premises).



AND WHEREAS the Vendor has passed a resolution for the sale of said Flat no.184 admeasuring 3300 sq. ft approx. on the 18th floor, in the said 'D' building situated at Petit Hall Compound, Napean sea Road, Bombay and by such resolution the Trust has also authorised and empowered Shri Mahavir Prasad Mansinghka the Settler & Chairman of the Vendor Trust to negotiate the sale and to execute the necessary agreement and to sign the necessary papers and the documents so as to effectively transfer and convey the said flat in the name of the purchaser. (Copy of the resolution is already placed on the record while executing the agreement for sale on 17-3-1995).

AND WHEREAS by an agreement dated 17-3-1995 made and executed between the Vendors of the One Part and the



*[Handwritten signature]*



*[Handwritten signature]*





Purchaser of the Other Part, the Vendor agreed to sale, transfer and assign to the purchaser and the purchaser agreed to purchase from the vendor all the beneficial rights, title and interests of the vendor in Flat no.184 held by the vendor together with the right to use, occupy, possess and enjoy the said flat on the terms and conditions mentioned therein. A copy of the said agreement is annexed hereto and marked Exhibit 'A'.

AND WHEREAS the builders Malabar Industries Pvt. Ltd. by their letter dated 20-7-95 transferred the flat no.184 in favour of the Purchaser. A copy whereof is annexed hereto and marked exhibit 'B'.

AND WHEREAS the Charity Commissioner, Maharashtra State, Bombay, by his order dated 29-5-95 has granted permission to the vendor for sale of the flat no.184 to the Purchaser. A copy of the order is annexed hereto and marked exhibit 'C'.

AND WHEREAS the Appropriate Authority constituted under chapter XXC of the Income-tax Act, 1961 has issued a no objection certificate u/s.269 UL(3) of the Income-tax Act, 1961 for the sale vide certificate no.18032/95-96 dated 29-5-95. A copy whereof is annexed hereto and marked exhibit 'D'.



AND WHEREAS pursuant to the said agreement dated 17-3-95 the purchaser has requested the vendor to execute this indenture.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of the agreement dated 17th March, 1995, and by the authority of the resolution of the Board of Trustees of MP Mansinghka Charities dated 11-3-1995 and in terms of the order of the Charity Commissioner, Maharashtra State, Bombay and in consideration of Rupees Nine Crores, of which Rupees Three Crores were already paid by the Purchaser to the Vendor, on execution of the said agreement dated 17-3-95 and the balance Rupees six crores is paid by the Purchaser to the Vendor before execution of these presents, the receipt whereof the vendor hereby admit and acknowledge, the Vendor does hereby grant, sell, assign, transfer and assure by way of sale ALL THAT the flat no.184 on 18th Floor of 'D' building at Petit Hall Compound, Napean Sea Road, Bombay, admeasuring 3300 sq. ft. or thereabouts TO HOLD the same unto the Purchaser absolutely.

2. The Vendor have paid their proportionates share of taxes and outgoings in respect of the said premises upto 31-3-95. It was agreed that the amount of taxes and outgoings in respect of the said flat no.184 for the period from 1st April, 1995 to 30th June, 1995







will be paid by the Vendors before handing over the possession to the Purchaser of the flat as per clause no.5 of the agreement dated 17-3-95 and that from 1st July 1995 and onwards the Purchaser will pay the amount of taxes and outgoings in respect of the said flat no.184. Now the Vendor agrees to indemnify and keep indemnified the Purchaser of, from and against all claims, costs and charges, expenses, demands, actions etc. as may be raised by the builders and/or the other society that may be formed for and in respect of the dues for the period upto 30-06-1995.



3. The Purchaser agree, declare and confirm that shall abide by all the terms and conditions of the agreement dated 17th day of March, 1995, and shall indemnify the Vendor and keep it indemnified from and against all claims and from and against all cost, charges and expenses, penalties, fines and prosecutions that the Vendor may suffer or incur or be put to on account of any action or default committed by the purchaser of the terms and/or conditions of the said agreement of sale dated 17-3-1995.

4. It is expressly cleared by the Vendors to the Purchasers that yet the Co-operative Society has not been formed and it may be formed in future either by the builders or by the various flat owners. In that case, the Vendor has No Objection to the Share Certificate



6

*[Handwritten signature]*



*[Handwritten signature]*



being issued directly in favour of or in the name of the Purchaser and/or according to the directions of the purchaser. The Vendors do hereby agree to make an irrevocable Power of Attorney in favour of the Purchaser in this regard, so that the purchaser can get the share certificate directly in its name or according to the direction of the purchaser, as and when the society will be formed.



5. The Purchaser agrees that they shall become member of the society and/or Association and/or limited company that may be formed in respect of the premises sold to the prospective purchaser.

6. The Vendors have on execution of these presents handed over to the Purchaser all the original documents of title, deeds relating to the said premises which were in possession, custody and control of the vendor and Vendor gives an undertaking to the Purchaser that the Vendor shall produce such further documents and papers as may be necessary and required by the Purchaser for establishing its right, title and interest in the said premises.

7. The Vendor hereby declares and confirms that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any of its Trustees and/or any person or persons lawfully or equitably claiming by,

7



*[Handwritten signature]*



*[Handwritten signature]*





from, through, under or in trust for it made, done committed or omitted or willingly suffered to the contrary, the Vendor now has in themselves good right, full power and absolute authority to assign and transfer the said premises together with all rights, title, obligations and interest attached thereto.

8. The Vendor have on execution of these presents handed over to the Purchaser peaceful and vacant possession of the said premises.



9. The Vendor does hereby declare and confirm that it shall execute such further documents, papers and writings as may be necessary and required by the Purchaser for effectively selling and transferring the said premises to the Purchaser.

10. All out of pocket expenses of and incidental to this indenture including stamp duty and registration charges, if any, payable on this indenture shall be borne and paid by the purchaser alone. Each party shall bear and pay their respective solicitors cost. The transfer fees payable to the builder for the transfer of the said premises in favour of the Purchaser shall be borne by the Vendors and the Purchaser equally.



*[Handwritten signature]*



*[Handwritten signature]*

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

SIGNED, SEALED and DELIVERED  
by the withinnamed Vendors  
MP MANSINGKA CHARITIES through  
its Trustee Shri Mahavir Prasad  
Mansingka as authorised by Board  
Resolution dated 11-3-95 in the  
presence of (1) *Mishra*

(2) *Pancholi M.M.*  
*MUKESH MADHUGHAJI PANCHOLI*



SIGNED, SEALED and DELIVERED  
by the withinnamed Purchaser  
JANAM DIAMONDS PVT. LTD.  
through Mahendra A. Parikh,  
Managing Director, authorised  
by Board Resolution dated  
1st March, 1995, in the  
presence of (1) *Parikh*

*Tyagar S. S. S.*  
(2) *Parikh*  
*Chetan H. Pandhi*








RECEIPT

Received from JANAM DIAMONDS PRIVATE LIMITED the sum of Rs.6,00,00,000/- (Rupees six crores only) being full and final purchase consideration for sale of Flat No.184 on 18th floor in 'D' Building, known as "Tanhee Heights" situated at Petit Hall Compound, Napean Sea Road, Bombay-400 026, by cheque no. 552899 dated 14th July, 1995 drawn on ABN Amro Bank NV, Bombay-23, for Rs.4,00,00,000/- (Rupees four crores only) and cheque no.552900 dated 14th July, 1995 drawn on ABN Amro Bank N.V., for Rs.2,00,00,000/- (Rupees two crores only).



For MP MANSINGHKA CHARITIES

  
Chairman/Trustee.





31/3/2000  
307158752 720  
बवाई...../2000

14/11/99  
P/M  
HOC

C.S. NO 2

0

mumbai

Deed of Confirmation to  
Sale for Rs 9,00,00,00/-

RF 20000

Photo 100

Postage 100

20200

C.S. NO  
307158752

Vol. 844

18

28/3/2000  
3/5/2000

5



(दि नि नमुना क्र) (Fin R. Form No. 1)

सर्वसा ११३ म.ई.  
Gen 113 m.e.

COUNTER CODE

DATE:

RECEIPT NO.:

मूळ प्रत CASE NO. : UNIT-2/1766/98  
ORIGINAL COPY

(अहस्तातरणीय)  
(NOT TRANSFERABLE)

1

21/10/99

149

शासनास केलेल्या प्रदानाची पाक्ती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place

दिनांक/Date

MUMBAI

Received from  
याच्याकडून/

M/S JANAM DIAMONDS PVT LTD  
रुपये/ Rupees

रु./Rs.

7159050.00  
One Thousand Fifty

Seventy One Lakh Fifty Ni

On account of

103-(III)

mode of Payment :

रोखपाल व लेखपाल  
Cashier or Accountant

DD NO: 48925  
ABN AMRO BANK N.V. (ABN)  
ADJUSTED ON : 21/10/99

(सही/Signature)  
(पदनाम/Designation)  
ABN AMRO BANK N.V. (ABN)

मुद्रांक अधीन, मुद्रांक  
कक्षा

ये को म (ये) ११३

19 NOV 1999

19 NOV 1999  
याकारिता मिळाले

DELIVERED

DELIVERED

From:  
M/s. MP Mansinghka Charities  
1111-A, Raheja Chambers,  
213, Nariman Point,  
Bombay -400 021.

October 3, 1995

Janam Diamonds Pvt. Ltd.,  
235, Panchratna,  
Opera House,  
Bombay -400 004.

Sub: Handling over the possession of Flat  
No.184, Tanhee Heights, 18th floor,  
'D' Building, Petit Hall Compound,  
Napean Sea Road, Bombay -400 026.

---


Dear Sir,

Please refer our Agreement dated 3rd October, 1995 and in pursuance to that, you have complied with all the terms and conditions of the said Agreement, and the Trust has also received full and final payment, for which we have already acknowledged receipt for the same. Now; we have handed over the peaceful and vacant possession of the said flat and hence forth you are the absolute owner in all respect and we have no claim of whatsoever nature in respect of the said flat.

We further states that we have paid all the outgoing taxes etc. upto 30th June, 1995 and thereafter from 1st July, 1995 and onwards, you have to bear all the cost and expenses for the maintenance etc.

With good wishes.

For MP MANSINGHKA CHARITIES.



Chairman/Trustee.



# MALABAR INDUSTRIES PRIVATE LIMITED

: 363 73 33

Petit Hall,  
66, Nepean Sea Road,  
Malabar Hill, BOMBAY-400 006.

Date : 20-07- 19 95

To,

MP MANSINGHKA CHARITIES,  
1111-A, RAHEJA CHAMBERS,  
213, FREE PRESS JOURNAL MARG,  
BOMBAY - 400 020.

Dear Sir,


Re : Transfer Of Your Flat No. D 184 in the name  
Of M/S. JANAM DIAMONDS PRIVATE LIMITED.

We are in receipt of your letter dated 15th July 1995 informing us that you have sold your Flat.No. D 184 to M/S. JANAM DIAMONDS PRIVATE LIMITED. We have received your Cheque for RS. 16,50,000/- being our Transfer Fees for transferring the Flat D 184 on the name of M/S. JANAM DIAMONDS PRIVATE LIMITED.

We hereby state that now Flat.No. D 184 without Car Parking Space is transferred on the name of M/S. JANAM DIAMONDS PRIVATE LIMITED. 235, Pancharatna, 2nd Floor, Mama Paramanand Marg, Opera House, Bombay - 400 004.

Thanking You,

Yours Faithfully,  
MALABAR INDUSTRIES PRIVATE LIMITED.



SECRETARY.

C.C. TO : M/S. JANAM DIAMONDS PRIVATE LIMITED.

delineated on the plan annexed hereto bounded by red coloured boundary line to hold the same for the term of 999 years commencing from the 17th day of April 1951 subject to the rent of Rs. 12,000/- per annum and subject to the covenants and conditions therein contained.

AND WHEREAS by Agreement dated 19th March, 1968 and made between the then Governor of Bombay of the first part, Shri A. R. Dias, the then Secretary to the Government of Bombay, Home Department, Shri H. S. Patel, the then Official Trustee of Bombay and Shri Suleman J. Rahimtualla, the then Prothonotary and Senior Master of High Court, Bombay, the Trustees of Dinshaw Maneckjee Petit Baronetcy, of the second part, the builders of the third part and Sir Dinshaw Maneckjee Petit of the fourth part, it was interalia agreed that the Government of Bombay will be entitled to revise the assessment on the "disputed portion" described therein to the extent and in the manner therein provided.

AND WHEREAS the builders proposed to construct some buildings on the portion of the said plot AND WHEREAS two of the proposed buildings utilise part of the "disputed portion" AND WHEREAS the builders submitted a plan to the Collector of Bombay in March 1965 showing the position of the proposed buildings, AND WHEREAS the Collector of Bombay has agreed by his letter No. SB/CCI/LND/229 dated 17th December 1965 that a revised assessment will be charged only on the part of the "disputed portion" which was proposed to be actually utilised for the construction of the proposed two buildings.

AND WHEREAS the Builders are interalia constructing multi-storied building/buildings together with car parking spaces on the portion of the said plot admeasuring

32553 Sq. Yds. equivalent to 27218:54 sq. metres described in schedule "B" hereto (hereinafter referred to as "the said land") and delineated on the plan hereto annexed and bounded by green coloured boundary which "the said land" is agreed to be sub-leased to the society, as is hereinafter set out.

AND WHEREAS the Builders are entering into separate agreements with various persons and parties in respect of the flats/and car parking spaces in the said proposed constructions AND WHEREAS the said Flatholder has taken inspection of the aforesaid lease dated 17th April 1951, agreement of 19th March, 1958 and the letter of 17th December, 1965, which documents have been in the possession of the said Builders AND WHEREAS the said Flatholder has acquainted himself/herself/themselves with the terms and conditions contained in the said documents, and the plan of the proposed constructions on the said land AND WHEREAS the Flatholder has agreed to acquire the Flat No. 194 on the 19th floor of Building No. "D" \* ~~together with car parking space~~ to be constructed on the said land hereinafter collectively referred to as "the premises" upon the terms and conditions hereinafter mentioned;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The said Builders shall construct or cause to be constructed the building or buildings on the said land consisting of residential flats together with car parking spaces in accordance with the plan seen and approved by the said Flatholder with such



Serial No. P-56126

Presented at the office of the  
Sub-Registrar of *Bombay*  
between the hours of 3 P M  
and 4 P M. on the 3rd Feb  
1956

*Mansingka*  
Chairman, *Mansingka*  
*Shree Mansingka Oil Mills Pvt. Ltd.*

*J. S. Ad*  
Sub-Registrar of Bombay

Amount paid for:-

Registration	Rs 160 -
Copying (folios 1)	= 6-40
De. endorsements	= 6-80
Comparing (folios 257)	= 1-25
Filing	= 1--
Postage	= 3-35
	= 2

Total Rs 167--

*J. S. Ad*  
Sub-Registrar

## AGREEMENT

Impounded under S. 33 of the *Bombay*  
Stamp Act No. 18 of 1958  
Date 24-2-56

*J. S. Ad*  
Sub-Registrar

THIS AGREEMENT made at Bombay this... *3rd*... day of... *Feb*... in  
the Christian Year One Thousand Nine Hundred Seventy... *1956*... Between  
THE MALABAR INDUSTRIES PRIVATE LIMITED, a Company incorporated  
under the Indian Companies Act, 1913, and having its registered office at Petit Hall,  
56, Nepean Sea Road, Malabar Hill, Bombay-6, hereinafter referred to as "the Builders"  
(which expression shall, unless it is repugnant to the context or meaning thereof,  
include their successors and assigns) of the One Part AND ~~Mansingka Industries Private Limited~~ *Mansingka Industries Private Limited*  
hereinafter referred to as "the Flatholder" (which expression shall, unless it is  
repugnant to the context or meaning thereof, mean and include his/her/their heirs,  
executors, administrators and permitted assigns) of the Other Part:

WHEREAS by an Indenture of Lease dated the 17th day of April 1951  
made between the Trustees of the Sir Dinshaw Maneckji Petit Baronetcy (therein and  
hereinafter called "the Lessors") of the One Part and the Builders of the other part  
and registered with the Sub-Registrar of Assurances at Bombay under No. 4119 of  
Book No. I on the 8th day of January 1952 and in consideration of the terms,  
covenants and conditions therein reserved and contained on the part of the Builders  
to be observed and performed the Lessors did demise unto the Builders all that piece  
or parcel of land admeasuring about 45,873 square yards equal to 38,355 square  
metres or thereabouts and registered in the books of the Collector of Land Revenue  
under Collector's New No. 16362 and New Survey No. 1/7215. 2 & 3/7215 and  
Cadastral Survey No. 356 of Malabar and Cumballa Hill Divisions together with the  
dwelling houses and buildings lying or standing thereon situate at Nepean Sea Road,  
Bombay (hereinafter referred to as "the said plot") and more particularly described  
in the Schedule thereunder written as also in the Schedule A hereunder written and

*officer*





variations and/or modifications as the said Builders may in their discretion consider necessary and desirable and in accordance with the plans and specifications approved by the Bombay Municipal Corporation.

2. That the said Flatholder doth hereby agree to acquire the said premises, namely, Flat No. ~~122x~~ 194 on the 19th floor of Building No. D. ~~together with car parking space~~ for the total consideration of Rs. 3,38,000/- (Rs. three lakhs thirty eight thousand only).

3. That the said Flatholder agrees to discharge the consideration for the acquisition of the said premises to be acquired in the manner provided hereinafter;

1. 10% of the said consideration as earnest money, the amount being Rs. 33,800/- (Rs. thirty three thousand eight hundred only) (which amount the said builders acknowledge having received this day).

2. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 2nd slab.

3. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 4th slab.

4. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 6th slab.

5. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 8th slab.

6. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 10th slab.

7. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 12th slab.

8. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 14th slab.

9. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 16th slab.

10. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 18th slab.

11. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 20th slab.

12. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 22nd slab.

13. 6% of the consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on the completion of 24th slab.

14. 6% of the total consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on completion of 26th slab.

15. 6% of the total consideration being Rs. 19,800/- (Rs. nineteen thousand eight hundred only) on completion of 28th slab.

16. The remaining 6% of the consideration shall be paid by the said flat holder to the said builders on intimation that the said premises are ready for occupation, but at any rate before the said flat holder occupies the said premises.



4. That on failure of payment of any amount due under this agreement, whether formally demanded or not, the Builders shall have the option to terminate this agreement and forfeit the money paid by the Flatholder and thereafter the said Flatholder shall have no claim of any amount whatsoever against the said Builders.

5. That the possession of the said premises shall be delivered to the said Flatholder when the said premises are ready for use and occupation provided all the amounts due under this agreement and payable by the said Flatholder are fully paid to the said Builders; The Builders agree to give, such possession as in hereinbefore referred to by 15th day of October, 1978 provided that if for any reason the building work is delayed, such period shall be extended by the period of delay.

6. That the said Flatholder, upon taking possession of the said premises, shall be deemed to have approved of the construction of the said premises in all respects, and that, after taking possession of the said premises the said Flatholder shall not have any right whatsoever of setting up any claim in respect of any item of work in respect of the said Builders and/or person or persons claiming through or under them.

7. That nothing contained in these presents shall be constructed as a sale, demise or assignment in law of the said land, or any part thereof or of the building or buildings or constructions to be erected thereon; Provided however that upon completion of all the constructions proposed on the said land, the Builders shall as soon as possible after the completion of the proposed buildings, execute a sub lease in favour of Malabar Co-operative Housing Society Limited (hereinafter referred to as "the sub-lessee"), which sub-lease shall, inter alia, provide for the covenants to the following effect.

8. (a) The Builders shall give on sub-lease the said land described in Schedule 'B' hereunder for the remainder period of the term of the Head Lease 999 years less 100 years.

(b) The Builders will give a right of users of the passage delineated on plan annexed hereto and bounded by yellow coloured boundaries leading to the land agreed to be given on sublease to the sub-lessee as well as leading to other lands which will continue to be held by the builders and for the said purpose the sub-lessee shall contribute such amount towards the expenses thereof as may be determined by the builders.

(c) The sub-lessee shall pay the rent of Rs. 12,000/- per annum payable by the builders under the said lease dated 17-4-51.

(d) The sub-lessee shall pay all present & future rents, rates, taxes, duties and outgoings levied or that may be levied or become payable in respect of the Land demised to the sub-lessee.

(e) The sub-lessee shall not construct or build any structure without the prior permission in writing of the builders on the open portion of the said land demised to the sub-lessee.

(f) The sub-lessee shall pay all assessments which are increased or may be hereinafter increased pursuant to the said agreement dated 19-3-58 and/or by the Government under any law for the time being in force.

(g) The sub-lease shall also contain further covenants and conditions requiring the Society to carry out such of the obligations contained in para 5 of the aforesaid lease of 17th April, 1951 in favour of the builders and para 3 of the schedule appended thereto.

9. That the Flatholder binds and undertakes that he/she/they shall on taking possession of the said premises at all times contribute and pay punctually and regularly his/her/their proportionate share of the municipal and other assessments of the said



premises and his/her/their proportionate share of lease money or ground rent or other amounts payable as set out herein and/or in the sub-lease to be executed as mentioned herein and his/her/their proportionate share in respect of the said premises and/or the said land and/or building of all the rents, rates, taxes, dues, duties, impositions, maintenance charges, outgoings and/or burdens now and/or at all times assessed and/or imposed thereon on the owner and/or the occupier thereof by the Bombay Municipal Corporation and/or the Government of Maharashtra and/or the collector of Bombay and/or revenue and/or other public and/or private authority and/or the said sub-lessee and/or by any other authority entitled to levy such impositions and/or duties and/or outgoings and/or burdens. The amounts to be paid by the said Flatholder per month in respect of the said premises shall be finally and conclusively decided by the said builders till the execution of the said sub-lease and after execution of the said sub-lease by the said sub-lessee which amount the said Flatholder shall pay, without any deductions whatsoever. The said flatholder shall ~~upon the execution of these presents~~ <sup>on demand</sup> in respect of the said premises shall keep a Permanent Deposit of Rs. 25,000/- (Rupees **Twenty five thousand only** ) with the builders for due performance of the covenants and conditions to be stipulated in the sub-lease referred to in para 8 above.

10. That the said Flatholder shall use his/her/their flat for the purpose of residence only and the said car parking space for using the same as a car-park only for which purposes the said premises are agreed to be acquired by him/her/ them and shall maintain the said premises and/or car parking space in the same conditions, state and order in which they were delivered to the said Flatholder at his/her/their own costs and shall observe the municipal and other statutory rules and bye-laws for the time being in force and further abide by the rules, regulations and bye-laws of the builders and/or the said sub/lessee for the time being in force as the case may be governing the said premises or governing the said Flatholder.

11. That the said Flatholder shall not act in any manner so as to cause nuisance or annoyance to the occupiers of other premises in the said constructions upon the said land and/or to neighbours and/or to the said sub-lessee.

12. That the said Builders shall be at liberty to sell, assign or otherwise deal with their interest in the aforesaid land and/or constructions to be raised thereon; provided however the said builders shall not thereby in any way affect or prejudice the right created by these presents in favour of the Flatholder in respect of the said flat and car parking space.

13. That the said Flatholder shall not let, sub-let transfer or assign or otherwise deal with his/her/their interest in the said premises till his/her/their dues to the said Builders are paid and without the prior consent in writing of the builders or the said sub-lessee as the case may be.

14. That the said builders shall have the first lien and charge on the said premises to be acquired by the Flatholder in respect of any amount liable to be paid by the said Flatholder to the said Builders under the terms and conditions of this agreement.

15. That the said Flatholder has been acquainted with the title of the said land on which the said constructions are proposed to be erected by the Builders and the said Flatholder is satisfied with the same in all respects thereto.



16. That the said Flatholder has also read, understood and accepted the hereinbefore recited documents and it is clearly agreed and understood that the said Flatholder agrees to acquire the said premises subject to the said documents and the covenants terms and conditions therein contained and that no requisition or objection shall be raised by the said Flatholder relating thereto and it shall not be open to the said Flatholder to dispute the title of the Builders to the aforesaid land and/or constructions to be erected thereon.

17. That the said Flatholder agrees to become a member of the Malabar Co-operative Housing Society Limited, the sub-lessee as and when called upon so to do by the builders by paying the entrance fee and by further subscribing the necessary amount for the shares which he/she/they are required to acquire provided that it is clearly understood and agreed by the parties that this agreement may be treated by the said sub-lessee as an application for membership on the part of the said Flatholder and it shall be open for the said sub-lessee to debit to the said Flatholder the amounts needed for entrance fee and shares which amounts the said Flatholder is obliged to pay to the said sub-lessee.

18. That the said Flatholder shall sign all the papers and documents and do all other things as the said Builders may require of him/her/they to do from time to time concerning the purchase of his/her/their flat as may be required to carry out this agreement.

19. That the said Flatholder shall at no time be entitled to partition of the said land and/or constructions raised thereon or in respect of any part thereof.

20. That the said Flatholder shall not require of the said builders to convey their right, title or interest in favour of any person or persons or parties other than the said sub-lessee in the manner set out in clause 8 hereof.

21. That the said Flatholder further covenants with the said builders and through them with the purchasers of other premises that he/she/they shall not demolish or cause to be demolished any structure on the said buildings or any part or portion of the same nor will he/she/they at any time make or cause to be made any new construction or alteration of whatever nature in the said building or any part thereof nor will he/she/they make any additions or alteration to the said premises without the previous consent in writing of the builders or the said sub-lessee as the case may be.

22. That the said Indenture of Sub-lease in respect of the said land and the constructions raised thereon and other documents as are required to be executed by the Builders in favour of the said sub-lessee shall be prepared by the Attorneys and/or Advocates of the said Builders.

23. That the said Flatholder shall deposit with the Builders an amount of Rs. 1,000/- (Rs. One thousand only) which amount shall be used by the Builders for acquiring for the said Flatholder the membership rights in the said Malabar Co-operative Housing Society Limited and further for purposes of the costs, charges and expenses of preparing and engrossing this agreement and the said Indenture of sub-lease required to be made by the said Builders in favour of the said sub-lessee. The said amount of Rs. 1,000/- shall be deposited with the said Builders and shall be used for the purpose



indicated hereinbefore and if there is any surplus in the said amount, the same shall be refunded to the said Flatholder, and in the event of there being any deficit such deficit shall be borne by the said Flatholder. In any event, the amount shall be paid by the Flatholder to the said Builders before taking possession of the said premises. It is clearly agreed and understood between the parties that all costs, charges and expenses of preparing, engrossing and stamping this agreement and the said Indenture of sub-lease shall be borne by the said sub-lessee and/or acquirers of the various flats and/or parking space in proportion to the areas in their occupation and further in the manner indicated by the said Builders, whose decision in the matter would be final conclusive and binding upon all the parties concerned.

24. That in respect of the deposits taken from the Flatholder under clause (9) or under clause (23) of the said amounts of Rs. 25,000/- and Rs. 1,000/- respectively there shall be no interest from the day they are paid and the said Flatholder shall not be entitled to claim the same. *gum*  
*gh*

25. That in case any security deposit is demanded by the water and/or other Departments of Municipal Corporation and/or any Governmental authority before giving the water connection and/or other amenity to the proposed construction on the said land, the said Flatholder shall contribute proportionately the amount due from him/her/them as may be determined by the said Builders.

26. All letters, receipts and notices issued by the Builders and despatched to the address given to it by the said Flatholder will be a sufficient discharge to the Builders in respect of service regarding the same.

27. If any disputes or differences arise between the parties hereto or any persons claiming through or from them relating to this agreement or rights and liabilities of the parties hereto or of any of them hereunder, whether during the continuance of this agreement or thereafter, except as to what is stated herein as to the decision of the said Builders and/or said sub-lessee, the same shall be referred to two arbitrators one to be appointed by each party. The arbitration shall be in accordance with and be governed by the provisions of the Arbitration Act 1940, or any statutory modification or reenactment thereof for the time being in force.

#### SCHEDULE 'A'

Firstly: ALL THAT piece or parcel of land or ground of the newly assessed tenure containing by admeasurement in the aggregate 31,105 sq. yds. or thereabouts comprising of two pieces of land admeasuring 28,806 sq. yds. and 2,999 sq. yds. or thereabouts and registered in the books of the Collector of Land Revenue under New Survey Nos. 2/7215 and 3/7215, Collector's New No. A/16362, Collector's Rent Roll No: 7480 and Cadastral Survey No. 356 (part) of Malabar Hill Division which premises are situate at Nepean Sea Road in the city of Bombay in the Registration Sub-District of Bombay\* and bounded as follows that is to say, on or towards the North West and North East by sea on or towards the South West partly by Cadastral Survey No. 355, and partly by Cadastral Survey No. 1/355 and or towards the South and South East partly by the property secondly hereinafter described and partly by Nepean Sea Road. *gum*  
*gh*

\*now within the Registration District and Sub-District of Bombay City and Bombay Suburban.



Secondly: ALL THAT piece or parcel of land or ground of Pension & Tax tenure containing by admeasurement 14,768 sq. yds. or thereabout and registered in the Books of the Collector of land Revenue under New Survey No. 1/7215 Collector's New No. 16,363, Collector's Rent Roll No. 564 and Cadastral Survey No. 356 (part) of Malabar Hill Division and bounded as follows that is to say, on or towards the North by the property Firstly hereinabove described, on or towards the South West C. S. No. 355 and on or towards the South East partly by a private road bearing Cadastral Survey No. 5/355 and partly by Nepean Sea Road and the meassuage tenements and/or dwelling house standing on the aforesaid pieces of land and assessed by the Municipality of Bombay under D-Ward No. 3315 (1-2); Street No. 66.

# SCHEDULE 'B'

ALL THAT piece or parcel of land admeasuring <sup>32553</sup> ~~28627~~ sq. yds. = <sup>27218:54</sup> ~~33935~~ sq. meters being part of the land described in Schedule 'A' hereinabove and particularly delineated on the plan annexed hereto.

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

SIGNED SEALED AND DELIVERED by the withinnamed The Malabar Industries Private Limited, the Builders, in the presence of

MALABAR INDUSTRIES PRIVATE LTD



*[Signature]*  
DIRECTOR

SIGNED SEALED AND DELIVERED

by the withinnamed Mansinghaka  
Industries Pvt. Ltd.

the Flatholder, in the presence of

*[Signature: Mansinghaka]*

Received the sum of Rs. 66,000/- (Rs. sixty six thousand only

<sup>part</sup> being 10 percent of the total consideration as stated in clause 3 hereinabove as earnest money towards the due performance of the terms of this Agreement.

MALABAR INDUSTRIES PRIVATE LTD.

Date

*[Signature]*  
DIRECTOR



1)

Shri Vinod Mohanlal Sharma,  
(Sole Agent of M/s. V. Industries Private  
Ltd. executing party by General Stamp of Attorney.  
copy filed No. 2190 of 1976 at the Sub-Registrar's  
Office, Shah House (Bin Library), Dr. Ambedkar Road,  
Ward, Bombay-400 018 admits execution of the so  
called deed of Agent of M/s. by  
the above executant compare and identifies its seal.

*[Signature]*  
Sub Registrar.

2) Shri Vishwanath Murlidhar Mansinghaka. Chairman  
of Mansinghaka Industries Pvt Ltd. No. 3, business  
residing at Market B. Lavan. No. 1, Sir Vithaladas  
Thackersey Marg, 18/5-20,  
executing party, admits execution  
of the so called deed of agent of M/s.

x Mansinghaka

Shri K. H. Subbalingam, Service, Dated 18/5/88

and known to the Sub-Registrar states that he  
knows the above executant and identifies

1/11/88

Dated 3 - 2 - 1976

x *[Signature]*

*[Signature]*

*[Signature]*

R. No. 46007/76

No. 3157/78  
GENERAL STAMP OFFICE  
Bombay, 14/5/1976.

RECEIVED from Mansinghaka Industries Pvt Ltd.

..... the stamp

duty Rupees Rs. 4/- Four only.

CERTIFIED under sec. 41 of the Bombay Stamp Act,  
1958, that the proper stamp duty Rupees Rs. 4/-

Penalty and penalty Rupees Rs. 11/- Eleven only.

have been paid in respect of the instrument.

*[Signature]*  
Collector.

Received duly adjudicated from the  
Collector on 14/5/76

*[Signature]*





Registered No. *P56/76* at page *534+38*  
Volume *615B* of Additional Book  
No. 1.

Date *13-8-1979*

*[Signature]*  
Sub-Registrar of Bombay

ARCHITECT  
I. M. KADRI &  
BAJPAI, MADAN, PATKI, RAJHDHAN.

DIRECTED

*Office*

MALABAR INDUSTRIES PRIVATE LTD

*Managers*

TOTAL PLOT AREA BOUNDED. RED = 45873 SQ. YDS.

AREA RESERVED FOR MALABAR  
CO-OP. HOUSING SOCIETY BOUNDED

GREEN = 32,553 SQ. YDS.

PROPOSED PASSAGE MARKED

YELLOW = 3014 SQ. YDS.

# PETIT HALL SITE PLAN

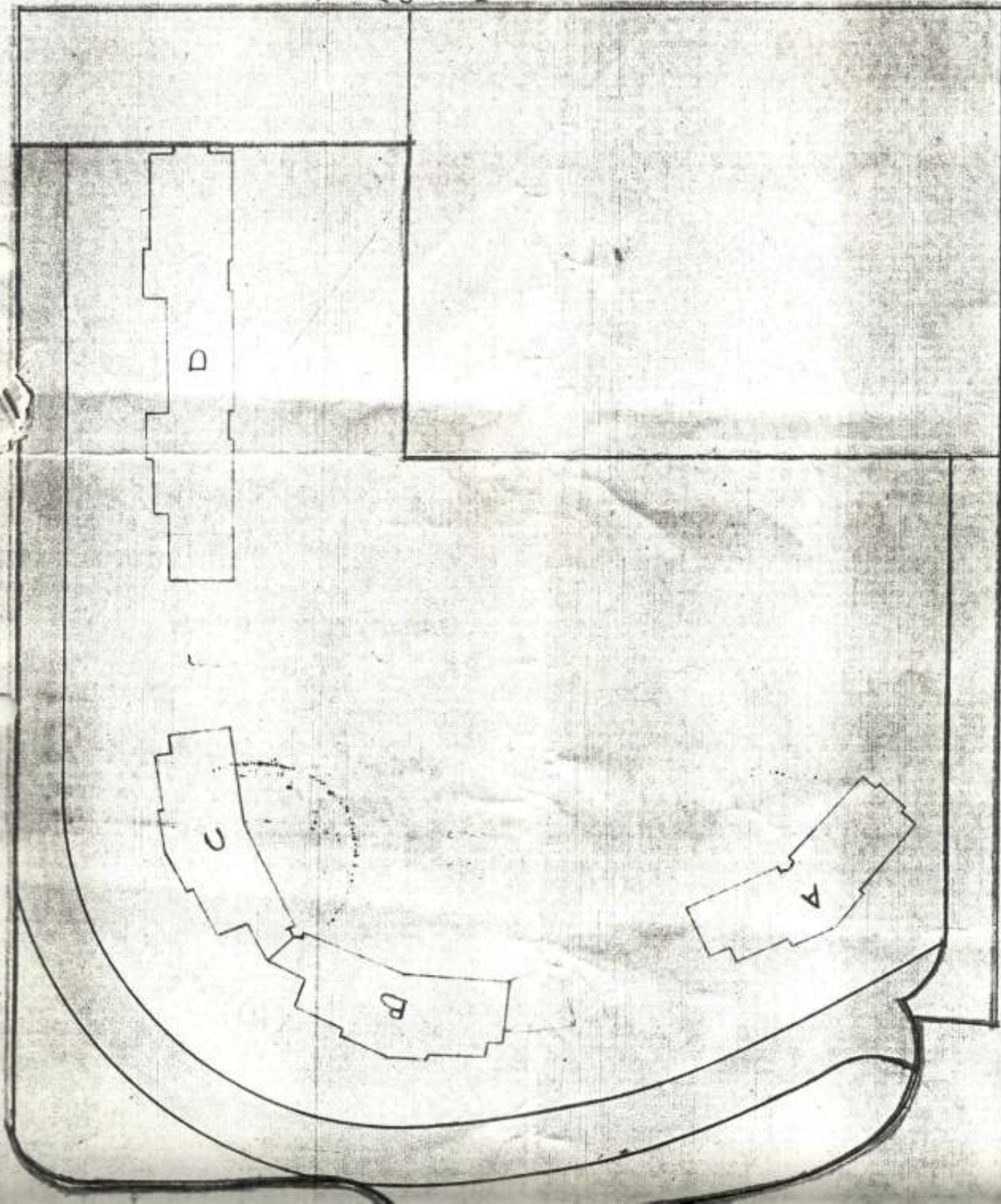
SCALE - 1" = 80'-0"



ARCHITECT

I.M. KADRI &

BAJPAI, MADAN, PATKI, RATHDHAN.





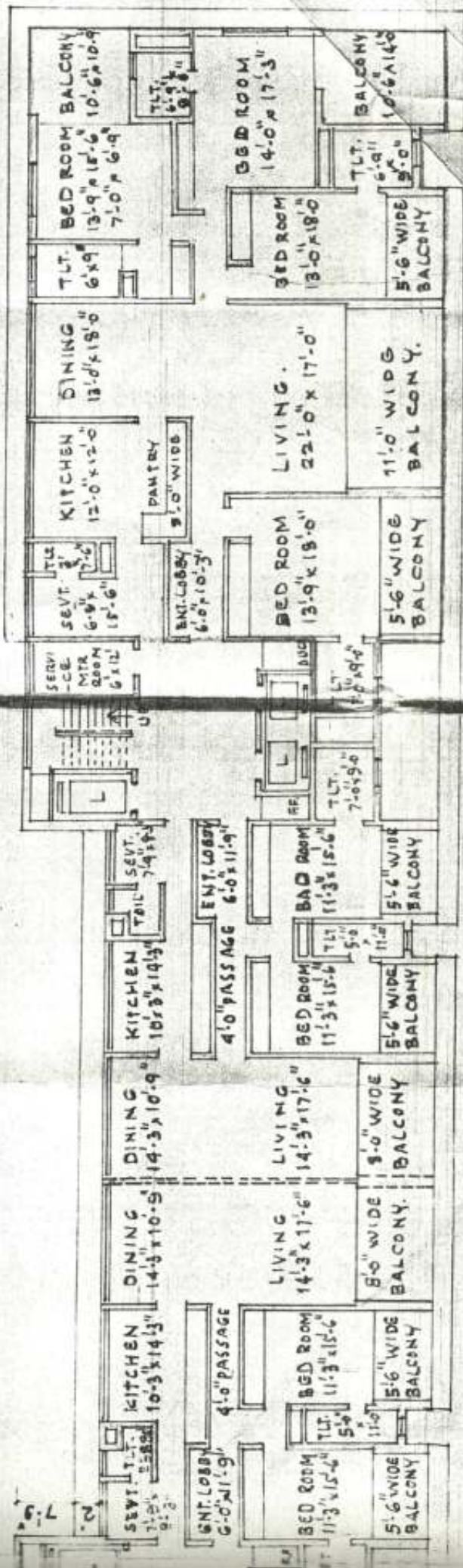
D=184

68'-3"

21'-0"

46'-0"

46'-0"



47'-6"

273'-3"

D BLOCK.

1717.00 SQ. FT.

2820.00 SQ. FT.

3300.00 SQ. FT.

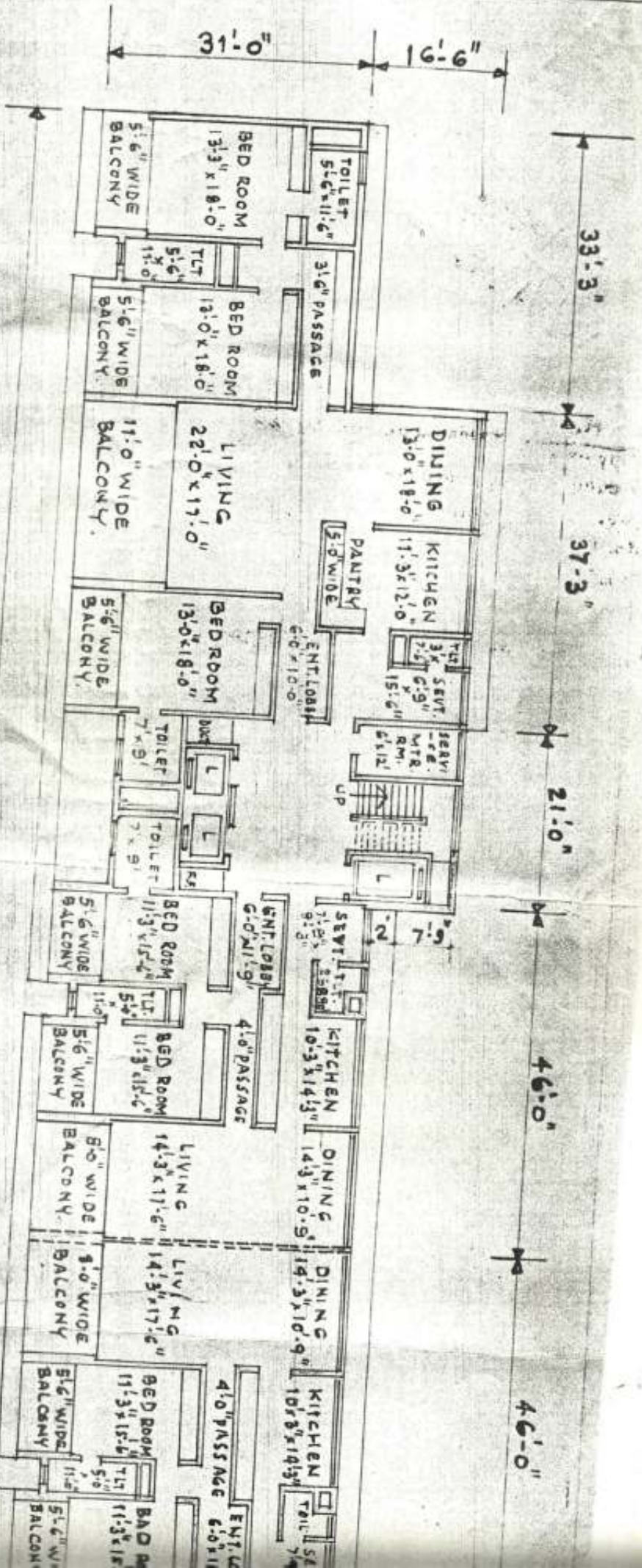
NO 356 OF MALABAR HILL DIVISION AT NEPEAN SEA RD. BOMBAY.

I.M. KADRI.  
(ARCHITECT)  
4, A. SHIVASAGAR, EASTATE.  
WORLI, BOMBAY. 18.

JOB NO: 66.  
DR NO: C-3R/1  
SCALE: 1/16" = 1'-0"  
DATE: -7-7-72 (R)

MALABAR INDUSTRIES PRIVATE LTD.  
DIRECTOR  
Dr. Murali Krishna





# TYPICAL FLOOR PLAN.

D BLOCK.


SCALE: 1/16" = 1'-0"

- AREA OF 2 BED-ROOM FLAT = 1717.00 SQ. FT.
  - AREA OF 3 BED-ROOM FLAT = 2820.00 SQ. FT.
  - AREA OF 4 BED-ROOM FLAT = 3300.00 SQ. FT.
- PROPOSED APARTMENTS ON C.S.NO 356 OF MALABAR HILL DIVISION AT K



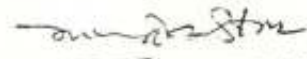
PP104  
Vol. 431BSR0

Plan which accompanied the  
~~Copy of plan~~  
document, registered No. P 56/26 as  
Pages 34 to 38, Volume 615 of Book  
No. 1. BSR  
Date 13-8-1929

  
Sub-Registrar of Samba

According to the Indenture of Donation dated 31st March, 1984 made between your self and M.P. Mansinghka Charities, this flat No.194 in 'D' building, Petit Hall Apartment has been donated by you to them and we have substituted M.P. Mansinghka Charity's Name in your place. All the terms of this agreement dated 3.2.1976 between ourselves and the original purchaser remains unaltered and you have to abide by the same.

MALABAR INDUSTRIES PRIVATE LTD.,

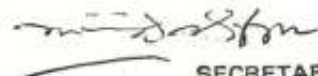


SECRETARY

18/4/84

With the mutual consent you have agreed to exchange the flat No. 194 with flat No. 184 . Thus now flat No. 194 belong to you instead of 194

MALABAR INDUSTRIES PRIVATE LTD.,



SECRETARY

19.2.85



24-2-76  
A  
SR