

**SRV****Polytex Pvt. Ltd.**

203, SUPER MARKET, 2ND FLR., MONGHIBAI ROAD, VILE PARLE (EAST), MUMBAI - 400 057. TEL.: (022) 616 0769 / 70 • FAX : 022-616 0771.

FACTORY : 206/2, VILLAGE DADRA,
NEAR DADRA CHECK POST,
DADRA & NAGAR HAVELI (U.T.)
SILVASSA-396230. TELEFAX : (02638) - 48571 / 72.

Date : 6/4/2000

To
The Manager
Bank of India,
Vile Parle (E)
Mumbai - 400 057.

Dear Sir,

Enclosed herewith please find following documents 1 set in original and 1 set xerox copies which is required for creation of agreement.

1. Deed of Confirmation alongwith Agreement Copy pertaining to Mr. Rajendra V. Shah
203, Super Market, Monghibai Road, Vile Parle (E), Mumbai - 400 057.
2. Stamp Receipt for Rs.11840/-
3. Index No: II
4. Possession Letter from M/s. Milan Builders
5. 'No Dues' certificate from M/s. Milan Builders

We request you to kindly give us the copy of documents for agreement at your earliest for taking approval from M/s. IDBI as bank of India has to give second charge to IDBI on current assets.

We request you to kindly release the balance amount of Working capital sanctioned by you. I.e. Rs.50 lakhs.

We also request you to waive the additional interest clause of 2%.

Hope you will do the needful.

Thanking you,

Yours faithfully,
for SRV POLYTEX PVT.LTD

Sunder V. Shah

DIRECTOR.

MILAN BUILDERS



OFF: SHOP NO. 5, SHIVDARSHAN, OLD NAGARDAS CROSS ROAD, ANDHERI (EAST), BOMBAY-400 069.

Date: 15th March, 2000

To Whom So Ever It May Concern

This is to Certify and confirm that, there is no any payment is balance from Shri Rajendra Vinaychand Shah, office No. 206, at Super Market, (Uttam Villa), Monghibhai Road, Vile Parle (East), Mumbai-400057.

For MILAN BUILDERS

[Handwritten Signature]

PARTNER

MILAN BUILDERS

OFF: SHOP NO. 5, SHIVDARSHAN, OLD NAGARDAS CROSS ROAD, ANDHERI (EAST), BOMBAY-400 069.

Date: 15th March, 2000

To Whom So Ever It May Concern

This is to Certify and confirm that, there is no any payment is balance from Shri Rajendra Vinaychand Shah, office No. 206, at Super Market, (Uttam Villa), Monghibhai Road, Vile Parle' (East), Mumbai-400057.

For MILAN BUILDERS

[Signature]
PARTNER

पावती क्र.

नॉदणी ३९ म.
Regn. 39 m.

७६८७/१००३/२०००
दस्तऐवजाचा/वजाचा अनुक्रमांक

दिनांक २८/३/२००७ रत १९

दस्तऐवजाचा प्रकार-

५१०२०१५७; क. म. ११,६६,४००/-

सादर करणाऱ्याचे नाव-

अ. न. जे. ६ ६१६

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी
नक्कल फी (फोलिओ)
पृष्ठांकनाची नक्कल फी
टपालखर्च
नक्कल किंवा जापने (कलम ६४ ते ६७)
शोध किंवा निरीक्षण
दंड-कलम २५ अन्वये
कलम ३४ अन्वये
प्रमाणित नक्कल (कलम ५७) (फोलिओ)
इतर फी (सागील पानावरील) बाब क्र.

रु.	रु.
११६००-	
१०-	
६०	
५	
६४,४५०/-	
२२१०१६५	
११६००/-	

अ. जे.

एकूण

दस्तऐवज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा सह दुय्यम निबंधक अंगी
सादरकर्ता
हंजई उपनगर जिल्हा

0755708

इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. जाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
- अनुच्छेद वीस अन्वये.
४. मुखत्यारनोमो अनुप्रमाणन.
५. गृहमेद फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्यून आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विशेष इ. च्या नकला पाठविण्याचा टॅपोल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दस्तऐवज परत केला.

Real original Documents

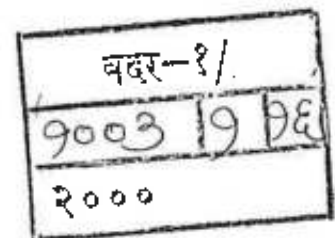
31-3-2020

दुय्यस निबंधक

HD.
31/3/2020



NO. 886 DATED - 2 MAR 2000
 SHAILESH GANATRA
 LICENCE STAMP VENDOR L. NO. 61,
 NEHRU ROAD, VILE-PARLE (EAST)
 ISSUED TO: R.V. SHAH
 STAMP PAPER OF Rs. 20
 STAMP VENDOR



DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION made at - MUMBAI this 23 March 2000
 day of 1999 by M/s. MILAN BUILDERS, a partnership firm
 registered under the Indian Partnership Act, carrying on its business from Shop
 No. 5, Shiv Darshan, Nagardas Cross Road, Opp. Devdarshan, Andheri (E),
 Mumbai - 400 069 hereinafter referred to as the confirming Party (which shall mean
 and include the Partner or Partners for the time being constituting the said firm, the
 survivor or survivors of them their/his/her/heirs, executors, administrators, and/or
 assigns) of the ONE PART and RAJENDRA VINAYCHAND SHAH having flat
 No. 203, in the Building known as Super Market 99-2000, Monghibhai Road, C.T.S.
 No. 1308, Vile Parle (E), Mumbai - 400 057, hereinafter referred to as " the
 Occupier".

809

बदर-१/
१००३/६९६
२०००



बदर-१/१००३/२०००
 पुरतक क्रमांक १ कमीक वर
 नोंदला.
 दिनांक २९/३/२०००

सह मुख्यम निबंधक अवेर
 मुम्बई उपनगर जिल्ह्या.



बदर-१/		
९००३	१२	१९
२०००		

DEED OF CONFIRMATION



THIS DEED OF CONFIRMATION made at- MUMBAI
 this _____ day of _____ 1999 by M/s MILAN BUILDERS,
 a partnership firm registered under the Indian Partnership
 Act, carrying on its business from shop No. 5, Shiv
 Darshan, Nagardas Cross Road, Opp. Devdarshan, Andheri(E)
 MUMBAI-400 069 hereinafter referred to as the confirming
 Party (which shall mean and include the Partner
 or Partners for the time being constituting the said
 firm, the survivor or survivors of them their/his/her
 /heirs, executors, administrators, and/or assigns)
 of the ONE PART and RAJENDRA VINAYCHAND SHAH having
 flat No.203, in the Building known as Super Market
 99-2000, Monghibhai Road, C.T.S.No. 1306, Vile Parle (E)
 Mumbai-400 057, hereinafter referred to as " the
 Occupier".

वदर-१/
१००३/६६
२०००



वदर-१/१००३/२०००
 हुसक कमाक १ कमीक वर
 नोंदला.
 दिनांक ३१/३/२०००

सह दुय्यम निदेशक अवत
 मुंबई उपनगर जिल्हा.



पद-१/
१००३/३७८
२०००

WHEREAS :

- 1) By an agreement dated 15-12-92 made between the said Confirming party, as the Landlord/Owner and Mr. Rajendra Vinaychand Shah as the Occupier, the said landlords/ owners expressly agreed, declared and confirmed that they shall provide to the occupier, on ownership basis a premises admeasuring 672 sq.ft. of as PERMANENT ALTERNATE ACCOMODATION in consideration of the said occupier vacating and handing over the said premises (referred to in the said Agreement) to the landlords/owners, and the said PERMANENT ALTERNATE ACCOMODATION would have to be given on the road side and on the second floor of the building to be constructed by the landlord/ owners on the said plot of land, where the said property Uttam Villa is situated, free of any consideration.
- 2) Whereas in lieu of the said Agreement the said PERMANENT ALTERNATE ACCOMODATION WAS handed over in the form of Flat No.203, Admeasuring 639 sq.ft. in the Building known as Super Market, 99-2000, situated on Monghibhai Road, C.T.S.No. 1308, Vile Parle (E) Mumbai-400 057.
- 3) The said Occupier with an intention of removing any ambiguity about his ownership rights of the said flat No.203 is desirous of confirming the said Agreement dated 15-12-92 entered into by the aforesaid parties.

NOW THIS DEED OF CONFIRMATION WITNESSETH AS FOLLOWS :

...3/-

बदर-१/
9003 18 DE
२०००

- 1) The aforesaid confirming party hereto do hereby confirm as valid and subsisting the said Agreement dated 15-12-92 made between the parties hereto, annexed and marked exhibit 'A' to this DEED OF CONFIRMATION is the said Agreement.
- 2) The confirming party hereto agree and confirm that pursuant to the said Agreement the parties hereto have carried out their respective obligation under the said Agreement and nothing remains to be done on the part of either party hereto and that the said landlord/ owner has handed over exclusive possession of the said flat No. 203 as PERMANENT ALTERNATE ACCOMMODATION, to the said occupier.
- 3) The confirming party hereto further confirms that the said Agreement and this deed is executed with the end and intent that the agreement dated 15-12-92 to be effected Ab-Initio in all respects there in mentioned as amply and effectually as if the said Agreement dated 15-12-92 has been duly registered.

IN WITNESS WHEREOF the Confirming party and the said occupier hereto has hereunto executed these presents the day, month and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO :

Flat No.203, Admeasuring 639 sq.ft. situated in the Building known as Super Market 99-2000, Monghibhai Road, C.T.S.No. 1308, Vile Parle (E) Mumbai-400 057

Signed and Delivered

(M/s MILAN BUILDERS)

Confirming Party.

Patnay

Encl. Enclosed

MR. RAJENDRA SHAH

Occupier

In the presence of

Rajendra V. Shah

१६ दुग्ध विप्लव
दुग्ध उपचार विद्या

बदर-१/
१००३/६६
२०००



बदर-१/१००३/२०००
 पुरस्कार क्रमांक १ कर्मिक वर
 नोंदला.
 दिनांक २९/३/२०००

[Signature]
 सह दुय्यम निबंधक अवेरी
 मुंबई उपनगर जिल्हा.



10RS.



at Fair, Bombay 10-11-92

- 2 NOV 1992

Settled...
used To...
General Purpose of...

वदर-१/
9003/6/28
२०००

24.11.92

THIS AGREEMENT is made and entered into at Mumbai on this 15th day of December, 1992 BETWEEN M/s. MITAN BUILDERS, a Partnership firm registered under Indian Partnership Act, carrying on its business from Shop No. 5, Shiv Darshan, Nagardas Cross Road, Opp: Devdarshan, Andheri (East), Mumbai 400 069 and the Landlords and Owners of Property known as Uttam Villa, Monghibai Road, Vile Parle (East), Mumbai 400 057 bearing Final Plot No. 5 of Town Planning Scheme - T of Vile Parle (East), bearing C. T. S. No. 1308, 1308/1 to and hereinafter referred to as the Landlords/Owners" (which expression shall mean and include the Partner or Partners for the time being constituting the said firm, the survivor or survivors of them their/his/her/heirs, executors, administrators, and/or assigns) of the ONE PART and RAJENDRA VINAYCHAND SHAH, of Mumbai, Indian Inhabitant, occupying Flat No. 4 situated on the first floor in the above said property known as Uttam Villa, Monghibai Road, Vile Parle (East), Mumbai 400 057, hereinafter referred to as "the Occupier" (which expression shall, mean and include his heirs, executors, administrators, and assigns) of the OTHER PART:-

[Signature]



25 27/3/98
47 27/3/98
Receipt No. 3395/97/802
GENERAL STAMP OFFICE, Bombay
Regendra V. Shah
RECEIVED From

Duty Rupees 6445/- Sixty four thousand four hundred and fifty
CERTIFIED under Sec. 41 of the Bombay Stamp Act, 1958 that the proper stamp duty Rupees 6445/- Sixty four thousand four hundred and fifty
and penalty Rupees 4125/- Forty one hundred and twenty five
have been paid in respect of the instrument

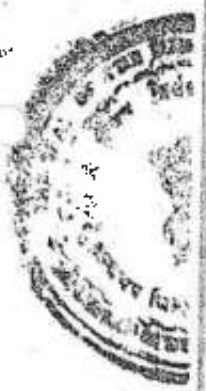
27/4/98

Regendra V. Shah

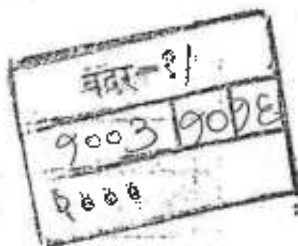
बदर-१/	
9003	1078
२०००	

: 2 :

WHEREAS prior to the 30th day of September, 1972, one Shri Manubhai Jugaldas Mehta was a tenant in respect of and as such was in use, occupation and possession of the said Flat No. 4 situated on first floor of the said building known as Uttam Villa, Monghibai Road, Vile-Parle (East), Bombay-400 057, hereinafter referred to as "the said Premises" AND WHEREAS the Rent Bill of the said premises was standing in the name of the said tenant AND WHEREAS the monthly rent of the said Premises was Rs. 65.19 per month inclusive of all permitted increases AND WHEREAS the said Premises consists of one living room, two bed rooms, one kitchen, one toilet and one bathroom and whereas the net carpet area of the said flat is 672 Sq.ft. AND WHEREAS the Landlords/Owners were desirous of re-developing the said property after demolishing the existing building known as Uttam Villa in which the said Premises are situated AND WHEREAS with a view to enable the Landlords/Owners to proceed with the said re-development and construction of New Building on the said property, the said Tenant purported to have vacated the said Premises and allowed the landlords/Owners to take possession of the said Premises AND WHEREAS when the Landlords/Owners actually went so to take possession of the said Premises, the Landlords/Owners discovered that the Occupier has been in physical possession and occupation of the said Premises in defiance of the legal rights in this behalf of the Landlords/Owners as also of the said Tenant AND WHEREAS although the Landlords/Owners could have taken



Ray V. Shah



against the Occupier appropriate legal proceedings for evicting the occupier from the said Premises in view of the Occupier actually having no legal and/or equitable right to be in possession of the said Premises, the Landlords/Owners are aware that initiating any such proceedings would only delay the development of the said property as proposed by the Landlords/Owners at least by 5 to 7 years, the same being the minimum period required for succession disposal of any proceedings filed and contested AND WHEREAS the Landlords/Owners by now have completed all the preliminary procedures in connection with development of the said property and such, being ready to proceed with demolition of the structure presently standing on the said property as soon as the said premises are duly vacated AND WHEREAS in view of the facts as above, the Landlords/Owners ultimately have offered to the Occupier in the new construction thus proposed by the Landlords/Owners on the said property a Permanent alternative accommodation on what is commonly known as ownership basis in consideration inter alia of the Occupier vacating and handing over the said Premises to the Landlords/Owners AND WHEREAS both the parties have discussed and agreed upon certain terms and conditions in the above matter and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. Agreed, declared and confirmed by both the parties that what is stated hereinabove in the recital

Q. apu v. Gush

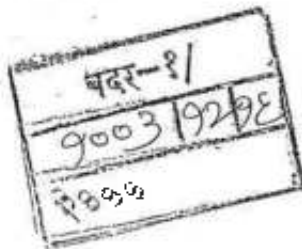
पद-१/	
१००३	१९७८
२०००	

part is true and correct and the recitals should be treated forming part of this agreement.

2. Agreed, declared and confirmed that the Occupier is in use, occupation, possession and enjoyment of premises mentioned above being Flat No. 4 on the First floor of the said property Uttam Villa, situated at Monghibai Road, Vile-Parle (East), Bombay-400 057, consisting one living room, two bed rooms, one kitchen, one toilet and one bathroom admeasuring net carpet area of 672 Sq.ft. (Six hundred seventy two square feet) and that although the monthly rent of the said Premises was Rs. 85.25 inclusive of all permitted increase, the occupier has not been paying any rent to the landlords/Owners. The Landlords/Owners declare and confirm that even after the execution hereof, the occupation of the occupier of the said Premises shall not be disturbed by the Landlords/Owners except in performance of the terms in this behalf herein recorded.

3. It is expressly agreed, declared and confirmed that the Landlords/Owners shall provide to the Occupier, on what is commonly known as Ownership basis a premises admeasuring 672 Sq.ft. of net carpet area on road side and on the second floor of the building to be constructed by the Landlords/Owners on the said plot of land where the said property Uttam Villa is situated, hereinafter referred to as "the said Premises", free of any consideration in lieu of the occupancy rights presently being enjoyed by the Occupier in respect of said premises in occupation and possession of the said Occupier.

[Signature]
 Day, V. S. Chavhan



5

The Premises thus to be provided to the said Occupier shall be in consideration of surrender by the Occupier of the occupancy rights presently enjoyed by the Occupier in respect of the existing accommodation in the old buildings.

4. The Landlords/Owners do hereby agree and undertake to pay for, execute, carry out and complete the construction work of the building in which the permanent alternative accommodation to be provided inter alia to the Occupier at the entire cost of the Landlords/Owners strictly in accordance with the plans to be approved and sanctioned by the Brihanmumbai Mahanagarपालिका within 18 months from the date of execution of these presents as also to obtain the occupation certificate in respect of the said building. On completing the said building and on obtaining such occupation certificate, the Landlords/Owners shall hand over to the occupier quiet, vacant and peaceful possession of the said premises hereby contemplated admeasuring 672 Sq. ft carpet area on the second floor of the said new building.

5. Agreed, declared and confirmed that the Landlords/Owners shall be entitled to enter into the agreement with the prospective Purchasers for the sale of the flat/shop/office to be constructed by the Landlords/Owners in the said building on any basis as per terms and conditions mutually agreed by and between the Landlords/Builders and prospective Purchasers, but

Diya V. Gadh

यह-१/	
9003	B3/E
२०००	

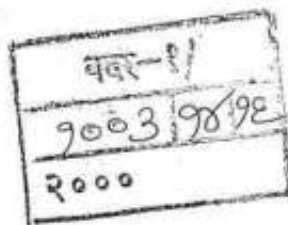
shall not deal with or dispose of and/or create any third party rights, title or interest in respect of the said premises hereunder allotted to the Occupier.

6. Agreed, declared and confirmed that the Occupier shall render all reasonable facilities to the Landlords/Owners to develop the property. It is also agreed that for whatever reasons if the Landlords/Owners are unable or do not complete, within stipulated time or within any reasonable extension thereto, the work of reconstruction of the new Building in which the said occupier is entitled to the accommodation hereunder allotted, the Occupier shall be entitled to get the work completed with the help of any Builder/s and/or Developer/s or with the help and in association of other tenants/occupants/new Purchasers etc. and the occupier shall be entitled to use, occupy and possess the said new permanent alternate accommodation and shall be entitled to recover the cost of such construction from the Landlords/Owners.

It is agreed, declared and confirmed that the legal and symbolic possession of the said new permanent accommodation of the premises stated in clause 3 above shall always be deemed to be with the occupier. The Landlords/Owners shall not change, alter or amend the plans of the said new permanent accommodation without prior written consent of the occupier.

8. The Occupier shall also be entitled to carry out, in the permanent alternative accommodation hereby contemplated, such alterations permanent and/or otherwise

Bayu V. Sheth



as the occupier may desire PROVIDED the Occupier carries out all such alterations entirely at his own risks as to the costs and consequences thereof AND PROVIDED FURTHER that none of such alterations are structural alterations.

9. The Occupier doth hereby further agree not to keep on store in the permanent alternative accommodation hereby contemplated or in any other part of the proposed new building any goods of hazardous or combustible nature or which goods may be too heavy nor to affect in any other manner whatsoever the construction and/or well-being of the new structure proposed to be constructed by the Landlords/Owners on the said property.

10. The Occupier doth hereby agree to become a member of the co-operative Housing Society, Limited company or such other Body corporate as may be formed by the Owners/Purchasers of diverse flats/units in the new construction proposed by the Landlords/Owners on the said property. The Occupier doth hereby further agree to sign such declarations, applications, writings and/or forms as also other papers and documents as may be required to be signed by the Occupier for the purpose of formation and registration of such a body, as also for all other purposes connected therewith or relating thereto as well as for the purpose relating to or connected with the execution of these presents.

11. The Occupier/Purchaser shall on or before the delivery of the possession of the said premises keep

Ray v. Shukla

9003	908E
2000	

: 8 :

deposited with the Landlords/Owners the following amounts:

- i) Rs. 5,000 for legal charges
- ii) Rs. 300 for share money, application, entrance fee of society/limited company/condominium of apartments.
- iii) Rs. 5,000 for deposit and other charges to the authorities
- iv) Rs. 20,000 for the formation and registration of the society/limited company/condominium.

12. It is hereby clarified that subject to the provisions of the relevant rules and regulations in this behalf framed by the Authorities competent in this behalf including Brihanmumbai Mahanagarpalika, the Occupier shall be entitled to use the said Premises for such purpose/s as the occupier may deem fit and proper PROVIDED the occupier does not use it for any illegal and/or immoral purpose. The Landlords/Owners do hereby agree not to raise any objection of whatsoever nature for the Occupier changing user of the said premises.

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


Raju V. Shinde



SIGNED, SEALED & DELIVERED by)
the withinnamed "LANDLORDS/)
OWNERS" M/S. MILAN BUILDERS in)
the presence of)

For MILAN BUILDERS

Chetan Kumar
Partner

1. *[Signature]*
2. *Shashu v. Shah*

SIGNED, SEALED AND DELIVERED)
by the withinnamed "OCCUPIER")
RANEJDRA VINAYCHAND SHAH in the)
presence of)

Rajiv V. Shah

1. *[Signature]*
2. *Shashu v. Shah*



[Signature]
Rajiv V. Shah

A

08

बदर-१/१००३/२०००

MAC 1169500

SD 64450

RF 11700

80

60

11840

नॉ. दि. ३१/३/२०००

वि. दि. २८/३/२०००