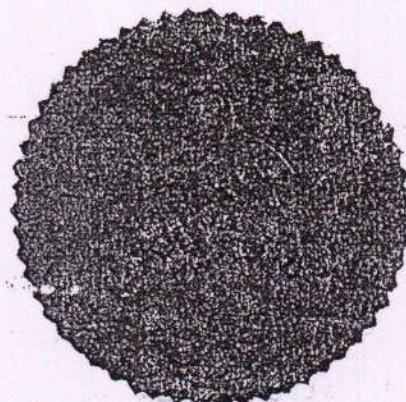


R(3300001)

S. S. Pingulkar
Notary Public
General Branch, Chhat. Bombay



TRUE COPY

On the basis of
Original documents
Produced before me
this is certified

TRUE COPY

B. S. JOSHI, Advocate & Notary
23-B, Saifee Manzil 4th Floor,
Kennedy Bridge, Near Opera House
Colaba, Bombay-400 004.
Tele. 3821766



14 AUG 1996

THIS AGREEMENT made at Bombay this 10th day
of JUNE 1996, BETWEEN PURPORTED INVESTMENTS
PRIVATE LTD. a Company incorporated and registered under
the Companies Act, I of 1956 and having its registered
office at 402-A, Poonam Chambers, Worli, Bombay - 400
018, hereinafter called "the Vendors" (which expression
shall unless it be repugnant to the context or meaning
thereof shall be deemed to mean and include its sur-
vivors of the One Part AND (1) MR. SHAILESH NAGINDAS
SHAH, (2) MR. DEEPAK NAGINDAS SHAH and (3) MR. MUKESH

Seal
certified in show
Shankar
SC

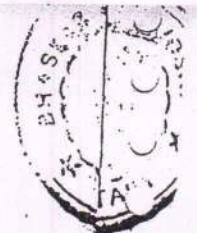
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[2]

KAN ILAL SHAH, carrying on business in the firm name and style of M/s. Ritesh Export at Shreejee Chambers, Tata Road, No.1 & 2, Opera House, Bombay - 400 004, hereinafter called "the Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners constituting the said firm or survivors or survivor of them, the heirs, executors and administrators of the last survivor, their, his or her assigns) of the Other Part:

Shri
DEEPAK N. SHAH
/L. K. SHAH

1/1/73
K. L. SHAH



WHEREAS:
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(i) The Sterling Investment Corporation Ltd., were absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of freehold lands hereditaments and premises together with the buildings and structures standing thereon situate at Tata Road No.1 and Tata Road No.2 Off, Raja Ram Mohan Roy Marg and Off Jagannath Shankar Seth Road, near Opera House, in the City of Bombay and bearing Cadastral Survey Nos.8/1487 and 9/1487 of Girgaum Division (hereinafter for the sake of brevity referred to as "the said freehold property") :

(ii) By the Consent Decree in terms of the Consent Terms dated 23rd July, 1987 passed in the High Court Suit No.1539 of 1987 filed in the High Court of Judicature at Bombay wherein the said Sterling Investment Corporation Ltd., were Plaintiffs and the Metropolitan Land and Finance Corporation and Sagar Investment Corporation were the Defendants whereby inter alia, it was declared that the said Sterling Investment

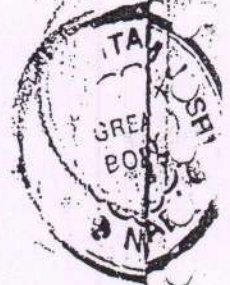
Subscribed by
Deputy N. Chidambaram
Shankar

Corporation Ltd. as the Plaintiffs continued to be the owners of the said freehold property and the said Defendants had no right, title and interest in the said freehold property and it was inter alia further declared that the said freehold property continued to vest in the Sterling Investment Corporation Ltd. freed and discharged of and from the right, title, interest claim and demand of the said Defendants;

(iii) In the premises aforesaid the Sterling Investment Corporation Ltd. were the absolute owners of the said freehold property;

(iv) By a Deed of Conveyance-Cum-Assignment dated 1st day of September 1987 and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. BOM 2128 of 1987 of Book No.1 dated 4th September 1987 and made between the said Sterling Investment Corporation Ltd. therein called the Vendor of the One Part and Shreejee Developers hereinafter called "Shreejee" as the Purchasers of the Other Part, the said Sterling Investment Corporation inter alia, did grant, convey, transfer, release, assure

SH 4 -
Deputy N. Shree
- 1/1/1988



unto the said Shreejee for ever all and singular the freehold land hereditaments and premises together with structures and buildings standing thereon and situate at Tata Road No.1 and 2 and Off Raja Ram Mohan Roy Marg and Jagannath Shanker Seth Road, in the City Island of Bombay bearing Cadestral Survey No.8/1487, and 9/1487 of Girgaum Division and more particularly described in the First Schedule thereunder written and which property is also more particularly described in the First Schedule hereunder written together with the benefit and burden of covenants and agreements mentioned in the said Consent Terms filed in the Suit No.1539 of 1987;

- (v) By a receipt dated 27th November 1987 and lodged for registration with the Sub-Registrar of Assurances at Bombay under No.BOM/2636/87 dated 11th December 1987 the said Sterling Investment Corporation Private Ltd. has acknowledged to have received from Shreejee the balance purchase price of Rupees 1 crore in respect of the land hereditaments and premises conveyed by the said Indenture of Conveyance-Cum- Assignment dated 1st September, 1987;



*Chit...
Dated 10/11/87*

(vi) "A" Building which is now known as Shreejee Chambers, and "B" Building which is now known as Shreejee Darshan, (hereinafter collectively called "the said buildings") are standing on the land forming part of the land bearing Cadestral Survey No.8/1487 of Girgaum Division and which part of the land is more particularly described in the Second Schedule hereunder written and shown on the plan hereto annexed;

(vii) By an Indenture of Conveyance dated 30th November, 1987 and lodged for registration with the Sub-Registrar of Assurances, Bombay under Serial No.BOM/69/ 1988 of Book No.1 on 11th January 1988 and made between the Shreejee of the One Part and Nishuvi Trading and Investments Private Limited and Raj Land Consultants and Developers Pvt. Limited both collectively of the Other Part, Shreejee subject to tenancy, did thereby grant, sell, convey and assure unto the said Nishuvi Trading and Investment Private Ltd. and Raj Land Consultants and Developers Private Ltd., (hereinafter collectively called "Nishuvi") their reversionary right, title and interest in respect of the premises

Shreejee
Deputy N. M. A.
Hindani

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consisting of a part of the ground floor in "A" Building, entire first floor of "A" Building now known as Shreejee Chambers, entire 2nd & 3rd floors of "B" Building now known as Shreejee Darshan and 1st floor of "C" Building (hereinafter collectively referred to as "the said premises").

(viii) By a Deed of Partnership dated 1st day of December, 1987, the said Nishuvi Trading and Investment Pvt. Ltd. and the said Raj Land Consultants & Developers Pvt. Ltd. have agreed to carry on business in partnership of managing, improving, developing and dealing with immoveable properties in the firm name and style of Nishuvi Raj Corporation on the terms and conditions therein contained;

(ix) There are several tenants occupying part of the first floor admeasuring 3650 sq.ft. in the said building known as Shreejee Chambers standing on the land bearing Cadestral Survey No.8/1487 of Girgaum Division situate at Tata Road No.2 of Raja Ram Mohan-Roy Marg and Jagannath Shankar Seth Road, and more particularly described in the Third Schedule hereunder written, hereinafter referred to

Shreejee
Accepted Nishuvi
H. H. H. H.

as "the said part of the First Floor" and delineated on the plan thereof hereto annexed and thereon shown surrounded by red colour boundary line;

(x) By an Indenture of Conveyance dated the 24th day of January 1994 made and entered into Between Nishuvi Raj Corporation therein called the Vendors and hereinafter called "the Original Vendors of the One Part and the Vendors herein, therein called the Purchasers of the Other Part and lodged for registration under, Serial No. BBE 513 of 1994 with the Sub-Registrar of Assurances at Bombay on 22nd February 1994 the said Nishuvi Raj Corporation did thereby grant, sell, convey and assure unto the Vendors herein the part of First Floor admeasuring 3650 sq. feet in the said building Shreejee Chambers standing on the land, more particularly described in the Third Schedule hereunder written, subject to the existing tenancies and the Vendors herein have agreed to become a member of the Society or a Limited Company or Association which may be formed by the Purchasers of Flats / Units in the abovementioned building and agreed to be bound by all Regulations, Rules and bye-laws of the



Deputy Registrar
Bombay

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said Society / Limited Company/ Association as and when formed.

(xi) The Original Vendors had caused to carry out additions, alterations, repairs and renovation to the said premises for constructing flats / shops / office premises etc. in accordance with plans and specifications prepared by the Architects M/s. J.P. Parikh and Son and which were approved by the concerned local authority;

(xii) The Purchasers have demanded from the Vendors and the Vendors have given inspection to the Purchasers of all the documents of title relating to the said premises and the plans, designs and specifications prepared by the Architects Messrs. J.P. Parikh & Son and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder;

(xiii) Copies of the certificates of title dated 16th October, 1989 and 31st January, 1991 issued by the Advocates & Solicitors of the

Checked by
Deputy Registrar
1/11/91

Original Vendors, an extract from the Cades-
tral Survey Register and a copy of the plans
and specifications of the unit agreed to be
purchased by the Purchasers approved by the
concerned local authority have been annexed
hereto and marked Annexures "A" "A-1" "B" "& Ann.A
"C" respectively. The said extract in res- A-1,
pect of the property described in the First B & C
Schedule hereunder written still stands in
the name of the Sterling Investment Corpora-
tion Ltd. since the mutation entries have
not yet been made by the Revenue Authorities
in respect of subsequent transfers;

(xiv) Subject to the existing tenancy the Vendors
have agreed to sell and the Purchasers have
agreed to purchase the Unit Nos. 118A & 118B
situate on the First Floor of the building
known as Shreejee Chambers described in the
Third Schedule hereunder written;

(xv) The sale price of the said units is
Rs.33,00,000/- (Rupees Thirty Three Lacs
only). The Purchasers have agreed to pay the
sale price viz. Rs.33,00,000/- (Rupees
Thirty Three Lacs only) on or before the
execution of this Agreement.

Deputy N. J.

NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY
 AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Original Vendors had caused to carry out additions, alterations, repairs and renovations to the said buildings in accordance with the plans, designs and specifications prepared by the Architects M/S. J.P. Parikh & Son and approved by the concerned local authorities. The Original Vendors have applied for and obtained the Occupation Certificate from the Municipal Corporation of Greater Bombay on the 2nd day of December, 1991. A xerox copy of the said Certificate is Ex.D hereto annexed and marked "D".

2. Subject to the existing tenancy, the Purchasers hereby agree to purchase from the Vendors and the Vendors hereby agree to sell to the Purchasers Unit Nos. 118A & 118B together with existing furniture and fixtures situate on the First Floor of the said building, Shreejee Chambers, having aggregate area of 530 sq. feet. (approx.) as shown in the floor plan hereto annexed and Ex.E more particularly described in the Annexure "E" hereto, hereinafter referred to as "the said units" for the price of Rs.33,00,000/- (Rupees Thirty Three Lacs only) which includes the proportionate price of the common areas & facilities appurtenant to the said units. The nature extent and description of the common areas and

DEEPA N. S.

facilities and limited common areas and facilities are more particularly described in the Fourth Schedule hereunder written. Save and except the said common facilities, the Purchasers either individually or the organisation that may be formed of such purchasers shall not have any right whatsoever over the other properties, lands, buildings etc. belonging to the Original Vendors and the Original Vendors may either retain with themselves or sell (legally saleable) to any other purchasers for any price. There is no balcony included in the said units. No extra amount is charged by the Vendors to the Purchasers for the common area facilities and limited common area facilities. The Purchasers have paid prior to these presents the sum of Rs. 33,00,000/- (Rupees Thirty Three lacs only) as aforesaid being the full purchase price payable by the Purchasers to the Vendors, the payment and receipt whereof the Vendors do hereby admit and acknowledge.

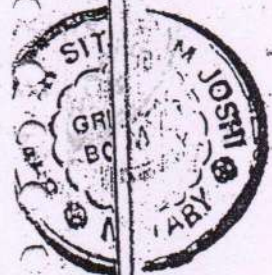
3. The Vendors declare that they have right title and interest only in the said Part of the First Floor in the said building Shreejee Chambers more particularly described in the Third Schedule and not in the land.

4. The Purchasers shall use the said units or any part thereof or permit the same to be used for the purpose of office/ showroom/ shop only for carrying on any business.

Shreejee
Deputy Engineer
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5. Under an agreement dated 17th January, 1991 and made between Shreejee, the Original Vendors, and one Jogani Group it has been agreed that Shreejee will grant a right of way over a road called Tata Road No. 1 and 2 only as and by way of access to the Promoters and the Jogani Group and their respective successors in title, nominees, assignees and the occupants and purchasers of flats/units/shops in the said buildings standing on the land more particularly described in the Second Schedule thereunder and hereunder written and their servants, representatives, agents, licensees, invitees, guests, visitors, customers and all other persons who have bonafide reasons to visit such flats/shops/ units on the terms and conditions contained in the said agreement. It has been specifically provided in the said agreement that Shreejee will be at all times entitled to deal with and dispose of the said roads in the manner in which it deems fit and/or to hand over the said roads to Bombay Municipal Corporation or any concerned authority subject to the said right of way. It has been further provided therein that Shreejee will be entitled to receive consideration and/or compensation and/or other rights and benefits from Bombay Municipal Corporation of the concerned authority including benefit of Transfer of Development rights in respect of the said roads and the benefit of additional construction in the said building or elsewhere. The Purchasers have taken inspection of the said Agreement and declare that all the terms thereof



Shreejee
Deputy Manager
Mumbai

are binding upon them. On the same terms a right of way over the said roads will be enjoyed by the Purchasers.

6. At any time on account of handing over of the said Tata Road No.1 and 2 or for any other reason if Shreejee get additional FSI entitling them to carry out alterations/ additions and constructions of additional floor or floors, the Purchasers hereby give their irrevocable consent for carrying out alterations / additions in the said buildings and/or for constructing additional floor or floors on the said buildings and which alterations / additions / construction shall be in accordance with law. The Purchasers also give irrevocable consent to Shreejee to utilise such FSI and to dispose of flats / shops/ units / premises to purchasers and receive consideration from such purchasers and such purchasers will be made members of the Society / limited company or any other organisation as may be formed without charging transfer fees and will get all rights of purchasers. Provided however the said F.S.I. shall not be used on the "Adjoining Terrace "A" on the second floor of the Building shown on the plan hereto annexed in any manner and the said "Adjoining Terrace "A" shall always be kept open and unencumbered and ultimately will be handed over to the Society. It is clarified that Shreejee shall be entitled to build on the side terrace "B" shown on the plan hereto annexed in the manner permissible in law.

DEEPA N. S. W.

7. Under the Agreement dated 17th January, 1991 and made between Shreejee, the Original Vendors and the Jogani Group it has been inter alia agreed that: (a) Shreejee will take all necessary steps for forming and registering a Co-operative Society or a Limited Company; (b) Shreejee the Original Vendors and the Jogani Group will be free to carry out additions, alterations, repairs and renovation to their respective portions belonging to them in the said buildings; (c) the Original Vendors and the Jogani Group and/or their nominees and/or assignees including Purchasers of the premises/ flats / shops/ units in the said buildings sold by the Original Vendors and the said Jogani Group, shall be bound to become members of such Co-operative Society or Limited Company alongwith Shreejee and/or their nominees/ assignees/ purchasers of flats/ shops/ units from Shreejee and they shall be admitted as members without payment of any transfer fee; (d) the Original Vendors and the Jogani Group shall join Shreejee in conveying the said land together with the said buildings described in the Second Schedule hereunder written in favour of such Society or Limited Company. The Purchasers have taken inspection of the above recited Agreement dated 17th January, 1991 and the Purchasers declare that the terms of the said Agreement dated 17th January, 1991 are binding upon them. The Purchasers hereby agree, declare and confirm that the Original

Deepak N. Shukla

vendors Shreejee and Jogani Group shall be free to carry out additions, alterations, repairs and renovation to their respective portions in the said buildings and will not raise any objection in respect thereof. The Purchasers further declare that they shall not raise any objection if the Jogani Group and/or the transferees in whose favour the units / shops/ premises are transferred by the Jogani Group are made members of such Society or Limited Company without payment of any transfer fee.



8. Pursuant to the said agreement dated 17th January, 1991 the Original Vendors, and the Jogani Group, shall transfer all their respective rights title and interest in the said buildings and Shreejee shall transfer its right, title and interest in the said buildings and the said land described in the Second Schedule hereunder written in favour of Society or limited company or any other organisation by execution of necessary Conveyance of the said land together with the said buildings described in the Second Schedule hereunder written and such Conveyance shall be in keeping with the terms and provisions of this Agreement. It is agreed by the Purchasers that such Conveyance shall be made within 48 months of the registration of such Society/ limited company or any other organisation. All expenses, including stamp duty and registration charges therefor shall be paid by the Purchasers alone.

Shreejee
Deepak Kumar

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9. The Purchasers alongwith other purchasers of units in the said buildings shall join in forming and registering a Society or a Limited Company to be known by such name as such purchasers may decide and for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents as necessary for formation and registration of such Society or Limited company and for becoming a member thereof, including the bye-laws of the proposed Society, and duly fill in, sign and return within 15 days of the same being forwarded for registration of the organisation of such purchasers under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction Sale Management & Transfer) Rules 1964. No objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other competent authority.

10. The Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the units) of the outgoings in respect of the said land and the said buildings namely local taxes, betterment charges, or such other levies imposed by the

Shri N. M. Joshi
Deputy N. M. Joshi
Handwritten signature

concerned local authority and/or Government, water charges, insurance, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and the said buildings. Until the Society/ Limited Company or any other organisation is formed and the said land and the said buildings are transferred to it, the Purchasers shall pay to the Original Vendors such proportionate share of outgoings as may be determined by the Prompters. The Purchasers further agree that till the Purchasers' share is so determined, the Purchasers shall pay to the Original Vendors provisional monthly contributions of Rs.1000/- (Rupees One Thousand only) per month towards the outgoings for each unit. The amounts so paid by the Purchasers shall not carry any interest and remain with the Original Vendors until a Conveyance is executed in favour of the Society or a Limited Company as aforesaid. Subject to the provision of Section 6 of the said Act, on such Conveyance the aforesaid deposits (less deductions provided in this Agreement) shall be paid over to the Society or the Limited Company as the case may be. The Purchasers undertake to pay such provisional monthly contributions and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

Shri. S. S. S.
Deputy. N. S. S.
Shri. S. S. S.

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11. The Purchasers shall on or before delivery of possession of the said units keep deposited with the Original Vendors the following amounts for each unit:-

(i) Rs.5000/- for legal charges.

(ii) Rs.251/- for share money, application entrance fee of the Society or Limited Company.

(iii) Rs.5000/- for formation and registration of the Society or Limited Company.

(iv) Rs.1000/- for proportionate share of taxes and other charges.

Total Rs.11,251/-

12. The Original Vendors shall utilise the sums of Rs.5000/- paid by the Purchasers for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Original Vendors in connection with the formation of the Society or the Limited Company as the case may be for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the said Conveyance.

13. Notwithstanding the execution of the Conveyance in favour of the said Society / limited company / any

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S. S. S. S. S.

other organisation, the Vendors alone shall remain the Owners of or be entitled to the undisposed units already constructed on the 1st Floor of the said Shreejee Chambers at the time of such Conveyance or which may be constructed by the Vendors after the said Conveyance and the Vendors alone shall be entitled to the consideration or the sale price thereof and purchasers of such units situate on the First Floor of the said Shreejee Chambers shall become and be made members of such society / limited company / other organisation that may be formed without charging transfer fees and such purchasers shall have all the rights enjoyed by other purchasers.

14. The Purchasers alone shall pay the stamp duty and registration charges in respect of the Agreement for sale of the said units to be executed by the parties hereto as herein stated. The Purchasers shall also pay for their share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the instrument of transfer in respect of the said land, together with the said buildings described in the Second Schedule hereunder written and to be executed in favour of the said Society or Limited Company. The Purchasers hereby agree to indemnify and keep the Original Vendors, Vendors and their successors and assigns indemnified against all the claims and/or demands made by the concerned authorities in connection with the stamp duty and/or penalty and/or registration charges in

DEEPAK N SHARMA
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respect of this agreement and other writings in pursuance of this agreement and the said Conveyance.

15. The Purchasers with intention to bring all persons into whose hands the said units may come, doth hereby covenant with the Vendors as follows:-

(a) To maintain the said units at the Purchasers' own cost, in good tenable repair and condition from the date the possession of the said units are taken and shall not do or suffer to be done anything in or to the buildings in which the said units are situated, staircase or any passages, which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or made addition in or to the building in which the said units are situated and/or the said units themselves or any part thereof;

(b) Not to store in the said units any goods which are of hazardous, combustible or dangerous nature so as to damage the construction or structure of the building in which the said units or office is situated or storing of which goods is objected to by the concerned local or other authority and

Deputy Registrar

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shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said units are situated including entrances of the said buildings in which the said units are situated and in case any damage is caused to the unit or the building in which the said units are situated on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequence of the breach;

- (c) To carry out at the Purchasers' own cost all internal repairs to the said units and maintain the said units in the same condition and order in which it is delivered to the Purchasers and shall not do or suffer to be done anything in or to the building in which the said units are situated. And in the event of the Purchasers committing any act in contravention of the above provisions, the Purchasers shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority;

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DEEPA N. SHARMA

(d) Not to demolish or cause to be demolished the said units or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said units or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said units are situated and shall keep the portion, sewers, drain pipes in the said unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said units are situate and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or RCC Pardis or other structural members in the said units without the prior written permission of the Society or the Limited company;

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the said buildings in which the said units are situate or any part thereof or whereby any increase in premium shall become payable in

Shri N. S. Chaudhary
 DEEPEN N. CHAUDHARY

...pect of the insurance. This however does not bind the Vendors to insure the said building or any part thereof including the said units agreed to be sold to the Purchasers hereunder;

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said shops in the compound or any portion of the said land and the building, in which the said units are situated;

(g) To pay to the Vendors within 15 days of demand by the Vendors, their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said units are situated;

(h) To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said units by the Purchasers or otherwise;

Deepak Nishu

(i) The Purchasers shall not let, sub-let, transfer, assign or part with their interest or benefit under this Agreement or part with the possession of the said units without prior sanction of the Vendors herein, the Society/ Limited Company.

(j) The Purchasers shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building and the units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society or the Limited Company regarding the occupation and use of the said unit in the said building, and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings.

Dec No. 1111

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16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said units or of the said premises or any part thereof. The Purchasers shall have claim only in respect of the said units.

17. The Purchasers and the Vendors shall present this agreement for sale at the proper registration office within the time limit prescribed under the Registration Act and both the executing parties will admit execution thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of freehold land or ground together with the buildings and structures standing thereon situate at Tata Road No.1 & 2 and off Rajaram Ram Mohan Roy Marg, and Jagannath Shanker Seth Road inclusive of the land covered by Tata Road No.1 and 2, in the City and Island of Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement in the aggregate 10677.12 square yards equivalent to 8927.14 square

metres or thereabouts bearing Cadestral Survey Nos.8/1487 and 9/1487 of Girgaum Division and assessed by the Assessor and Collector of Rates and Taxes, Bombay Municipal Corporation No.193, 1227(1), 1222 and Street Nos.5, 6, and 15(c) and Tata Road No.1, Ward No.200(1) Street Nos.8, 10, 12, and 12A of Tata Road No.2, Ward No.191, Street No.272 of Jagannath Shankar Seth Road and Tata Road No.2 and Ward No. 186 (3A), Street No.80(A) Raja Ram Mohan Roy Road, and bounded as follows that is to say on or towards the North partly by Recreation Plot bearing C.S.No.2/1487 and partly by Jagannath Shanker Seth Road; on or towards the West by properties bearing C.S.No.6/1487, and bearing C.S.No.7/1487 and partly by property bearing C.S.No.5/1487 and beyond that by the property known as Panchratna; on or towards the East partly by the property known as Palace Hotel and partly by Raja Ram Mohan Roy Marg and; on or towards the South partly by Mama Parmananda Marg and partly by the property known as Prasad Chambers, and partly by the property known as Palace Hotel.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground together with the buildings standing thereon in the City & Island of Bombay in the Registration District and Sub-District of Bombay City & Bombay Suburban admeasuring 3442 square yards equivalent to 2878 square metres and

W. S. B. S. S.
 District N. S. S.
 J. S. S.



forming part of Cadestral Survey No.8/1487 of Girgaum Division and assessed by the Assessor and Collector of Rates and Taxes, Bombay Municipal Corporation Nos.193, 1227(1), 1222 and Street Nos.5, 6 and 15 (c) and Tata Road No.1, Ward No.200 (1), Street Nos.8, 10, 12 and 12A, Off Tata Road No.2, Ward No.191, Street No.272, Off Jagannath Shankar Sheth Road and Tata Road No.2 and Ward No.186 (3A), Street No.80 (A), Raja Ram Mohan Roy Road and bounded as follows:-

- On or towards the North : by Plot bearing Cadestral Survey No.2/1487
- On or towards the South : by Tata Road No.2
- On or towards the East : by Tata Road No.1 and
- On or towards the West : by open plot leased out to Shreejee Investments Pvt.Ltd

THE THIRD SCHEDULE ABOVE REFERRED TO:

The part of the First Floor admeasuring 3650 sq.ft. in the building known as Shreejee Chambers situate at Tata Road No.2 and Off Rajaram Mohan Roy Marg and Jagannath Shanker Seth inclusive of the land covered by Tata Road No.1 and 2, in the City and Island of Bombay in the Registration District, Sub-District of Bombay City and Bombay Suburban bearing Cadastral Survey No.8/1487 of Girgaum Division and assessed by the Assessor and Collector of Rates and Taxes, Bombay Municipal Corporation No.193, 1227 (1), 1222 and Street



Nos.5,6 and 15 (c) and Tata Road No.1, Ward No.200 (1)
 Street Nos.8, 10, 12 and 12A of Tata Road No.2, Ward
 No.191, Street No.272 of Jagannath Shanker Seth Road
 and Tata Road No.2 and Ward No.186 (3A) Street No.80

(A) Raja Ram Mohan Roy Road and bounded as follows:
 that is to say: On or towards the North partly by Rec-
 reation Plot bearing C.S. No.2/ 1487 and partly by C.S.
 No.1482 and C.S.No.1474; On or towards the West by Tata
 Road No.1; On or towards the East by Raja Ram Mohan Roy
 Road and On or towards the South by Tata Road No.2.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common areas and Facilities)

- (1) Toilets
- (2) Common passage of First floor & Second Floor
- (3) Staircases and lift.

THE COMMON SEAL of the within-)
 named Vendors PURPORTED INVEST-)
 MENTS PRIVATE LTD. has been)
 hereunto affixed pursuant to the)
 Resolution of its Board of)
 Directors dated)
 in the presence of *P. H. B.*)

Purported Investments Pvt. Ltd.

Director

SIGNED SEALED AND DELIVERED
by the withinnamed PURCHASERS

(1) MR. SHAILESH NAGINDAS SHAH,) *Shailash N. Shah*

(2) MR. DEEPAK NAGINDAS SHAH &) *Deepak N. Shah*

(3) MR. MUKESH KAN ILAL SHAH,) *Mukesh K. I. Shah*

Partners M/s. Ritesh Export)
in the presence of... *Shah & V.*)
SANJIV N. SHAH)

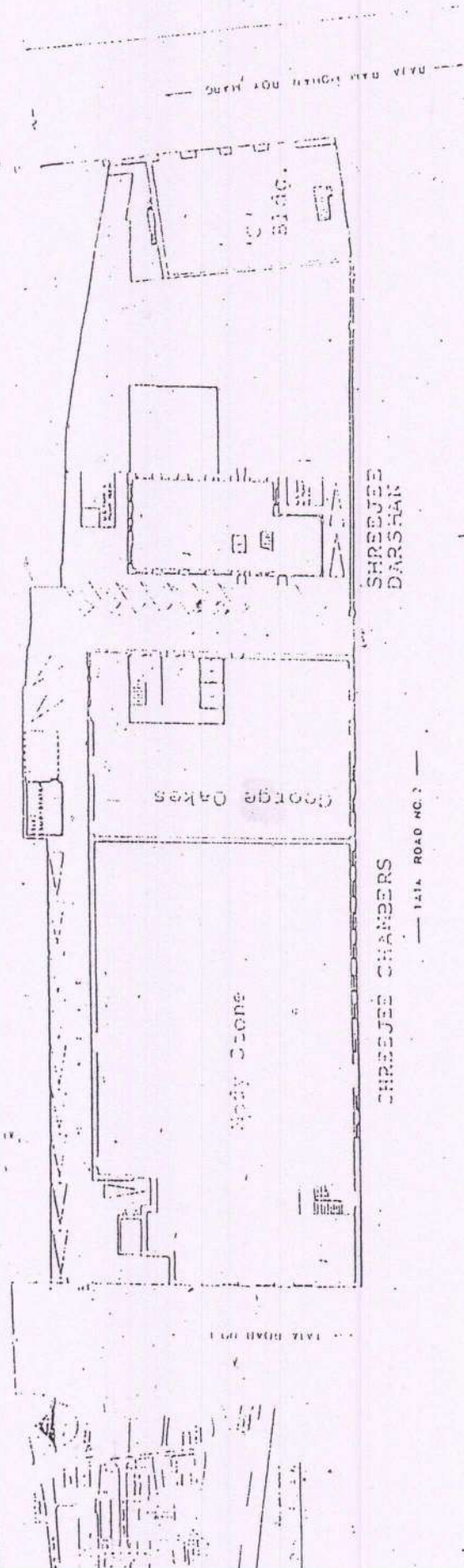
RECEIVED the day and year first herein-)
above written of and from the withinnamed)
Purchasers the sum of Rs.33,00,000/-)
(Rupees Thirty Three Lacs only))
being the full consideration money afore-)
said to be paid by them to us.) Rs.33,00,000/-

WE SAY RECEIVED

S. S. K. A.

PURPORTED INVESTMENTS PVT.LTD
(DIRECTOR)

NOTICE
OMB/



S H R E E V E P L A N

Scale: 1"=15'-0"

U.S. DEPARTMENT OF DEFENSE, OFFICE OF THE INSPECTOR GENERAL



AMBUBHAI & DIWANJI
Advocates, Solicitors and Notaries

LEIGH CHAMBERS
DALAL STREET
FORT
BOMBAY-400 021

TELEPHONE 271722, 271723

271552, 272733

TELE ADD "ROYAL" BOMBAY

TELEX 11-5754 AMB

Annexure A

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that by an Indenture of Conveyance cum Assignment dated 1st September 1987 and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/2128/87 of Book No. 1 on 4th September 1987 Sterling Investment Corporation Pvt. Ltd. inter alia granted and conveyed to our clients, Messrs. Shreejee Developers a partnership firm registered under the Indian Partnership Act, the undermentioned freehold property for the consideration therein mentioned.

By a Receipt dated 27-11-1987 and lodged for registration with the Sub-Registrar of Assurances at Bombay under No. BOM/2136/87 on 11th December 1987 Sterling Investment Corporation Pvt. Ltd. acknowledged to have received from our clients Messrs. Shreejee Developers the balance purchase price of Rs. 1,00,00,000/- and under the circumstances our clients have paid the full purchase price in respect of the undermentioned property.

In our opinion the title of our clients to the undermentioned property is marketable and free from encumbrances.

THE SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of freehold land or ground together with the buildings and structures standing thereon situate at Tata Road Nos. 1 and 2 and off Bajaj Road

GRM

Marg and Jagannath Shankar Seth Road, inclusive of the land covered by Tata Road Nos. 1 and 2, in the City and Island of Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement in the aggregate 10677.12 square yards equivalent to 8927.14 square metres or thereabouts bearing Cadastral Survey Nos. 8/1487 and 9/1487 of Girgaum Division and assessed by the Assessor and Collector of Rates and Taxes, Bombay Municipal Corporation No. 193, 1227(1), 1222 and Street Nos. 5, 6 and 15(c) and Tata Road No. 1, Ward No. 200(1), Street Nos. 8, 10, 12 and 12A of Tata Road No. 2, Ward No. 191, Street No. 272 of Jagannath Shankar Seth Road and Tata Road No. 2 and Ward No. 136(3A) Street No. 80(1) Raja Ram Mohan Roy Road and bounded as follows: that is to say, On or towards the North partly by Recreation Plot bearing C.S. No. 7/1487 and partly by Jagannath Shankar Seth Road, On or towards the West by properties bearing C.S. No. 6/1487 and 7/1487 and partly by ^{property} bearing C.S. No. 5/1487 and beyond that by the property known as Panchratna, On or towards the East partly by the property known as Palace Hotel and partly by Raja Ram Mohan Roy Road and on or towards the South partly by Maza Parmanand Marg and partly by the property known as Prasad Chamuors and partly by the property known as Palace Hotel.

Dated this 16th day of October 1937.

(VP)



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DIAGHANDY & CO.
ADVOCATES & SOLICITORS

111, MAHATMA GANDHI ROAD,
BOMBAY 400 023.
TELEPHONE 2208 88
2207 19
2207 16
GRAM VILLOCHY, BOMBAY 400 023
FAX 2207 16
TELEX 001 2207 16

Annexure A-1

111, MAHATMA GANDHI ROAD,
BOMBAY 400 023.

TELEPHONE 2208 88
2207 19
2207 16

GRAM VILLOCHY, BOMBAY 400 023
FAX 2207 16
TELEX 001 2207 16

TO WHOMSOEVER IT MAY CONCERN

Premises consisting of a part of the ground floor, entire first floor and a part of the second floor, in the building known as Swadeshi Mills Estate, standing on land bearing Cadestral Survey No. 8/1487 of Girgaum Division, situate at Tata Road No. 1 and 2, Off Rajaram Mohan Roy Road and Jagannath Shankersett Road, Bombay.

1. By a Deed of Conveyance-cum-assignment dated 1st day of September, 1987 and lodged for registration with the Sub-Registrar of Assurances, Bombay under serial No. DOM/2128 of 1987 of Book No. 1 on 4th September 1987, the Sterling Investment Corporation Intefalia granted and conveyed unto M/s. Shreejee Developers (a partnership firm) land bearing Cadestral Survey No. 8/1482, 8/1487 and 9/1487 Girgaum Division, Situate at Tata Road No. 1 and 2 and Off Rajaram Mohan Roy Marg and Jagannath Shankersett Road, Bombay together with structures and buildings known as Swadeshi Mills Estate and more particularly described in the First Schedule hereunder written together with the benefits and burdens under the Consent Decree dated 23rd July 1987 under the High Court Suit No. 1539 of 1987 filed by Sterling Investment Corporation Ltd., against Metropolitan Land and Finance Corporation and Sagar Investment Corporation. The said Deed of Conveyance is pending registration before the Sub-Registrar of Assurances, Bombay.

..2/-



- 2 -

2. The title of M/s. Shreejee Developers in respect of the said freehold property has been certified as marketable by M/s. Ambubhai & Diwanji, Advocates and Solicitors having their office at Lentin Chambers, Dalal Street, Bombay.

3. By an Indenture of Conveyance dated 30th November, 1987 and lodged for registration with the Sub-Registrar of Assurances, Bombay under serial No. BOM/69 of 1988 of Book No. 1 dated 11th January 1988 the said M/s. Shreejee Developers subject to tenancy granted, conveyed and sold all their reversionary right, title and interest to Nishuvi Trading and Investment Pvt. Ltd., and Raj Land Consultants and Developers Pvt. Ltd., the said premises consisting of a part of ground floor and entire first floor and a part of the second floor in the said buildings known as Swadeshi Mills Estate and which premises are shown on the plan thereto annexed and which buildings are standing on the land bearing Cadastral Survey No. 8/1487 of Girgaum Division, which is a part of the property described in the First Schedule to the above Deed of Conveyance cum Assignment dated 1st September 1987. Under the said Conveyance our clients have interest only in the said premises and not in the land bearing C.S. No. 8/1487. The said Nishuvi Trading and Investment Pvt. Ltd., and the said Raj Land Consultants and Developers Pvt. Ltd., have agreed to carry on business in partnership in the firm name and style of Nishuvi Raj Corporation (our clients) on the terms and conditions contained in the Deed of Partnership dated 1st day of December 1987. The said Deed of Conveyance is pending registration before the Sub Registrar of Assurances, Bombay.



- 3 -

1. This is to certify that in our opinion, subject to what is stated hereinabove, title of our clients M/s. Nishuvi Raj Corporation, in respect of the said premises consisting of a part of the ground floor, entire first floor and a part of the second floor in the said buildings known as Swadeshi Mills Estate, standing on the said land bearing C.S. No. 8x 8/1487 is marketable and free from incumbrances.

Dated: this 31st day of January 1991.

For WADIA, GRADY & CO

[Signature]
PARTNER



13

2/14. 87.

Այնպիսի մեծ զորքով, որովհետև զորքն ինքն ինքին չէր հաշվում:

Λ'ε.γ. 110. 1.3

Page no. 27

תהיה וזהו שכתבנו בלשון זכר וזאת היא חשיבות המצות

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25 94.51.12

Three Thousand Eight Hundred forty six and Eighteen cent

Donkey City Survey and Land Records

[Handwritten signature]

Xerox from left

COPIED TO BE TRUE COPY

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-10-2001 BY 60322 UCBAW

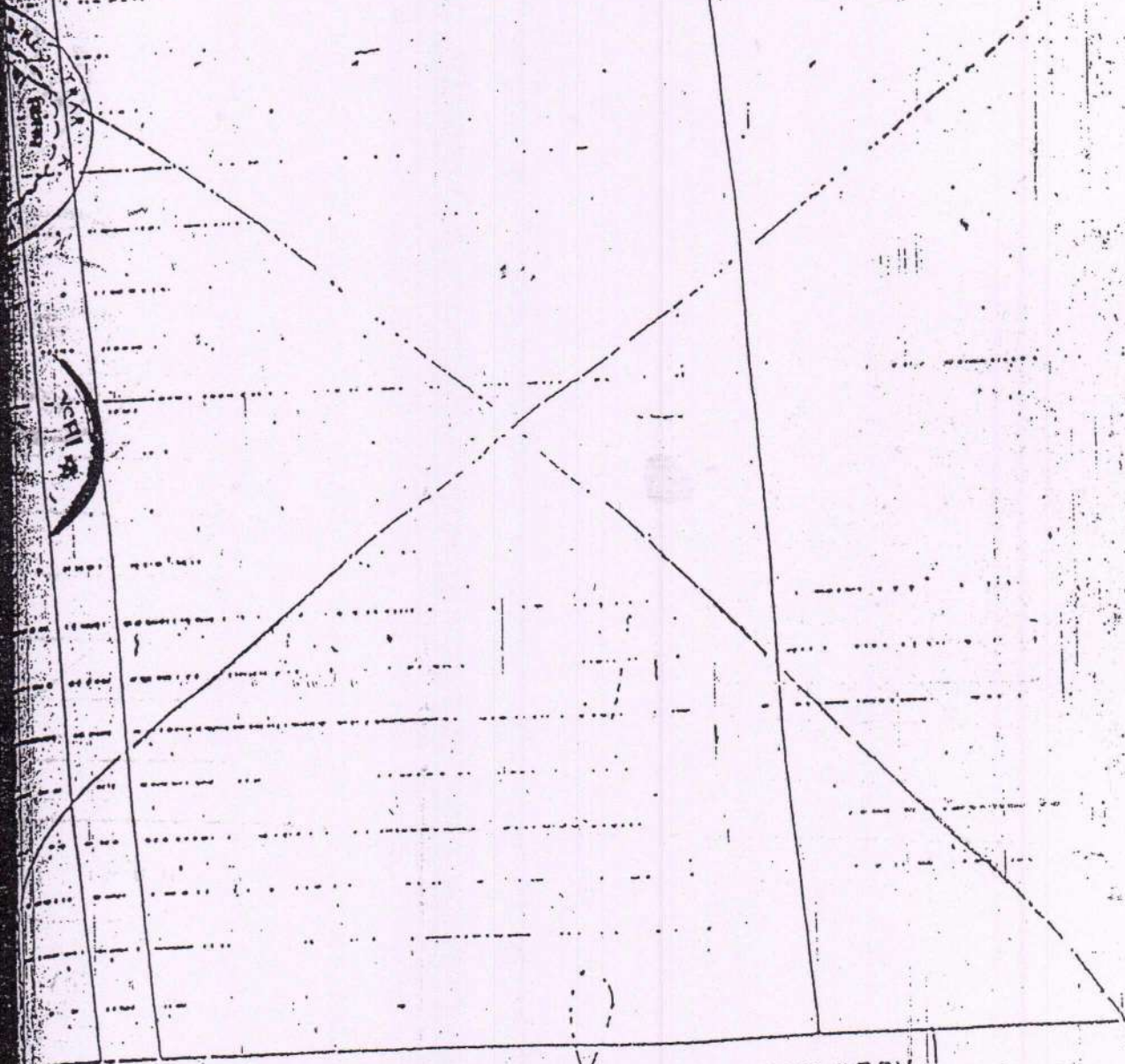
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2.3 -	Three Thousand Eight Hundred Fifty six point Eight					
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		1				



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(12)
The Greely Monument Commission
Hd.

(11)
Certificate of
for compliance of
8-1945 from the
Burlington Mills Co.
at 1000 19th St
New York



W
CERTIFIED TO BE TRUE COPY

10/1/45
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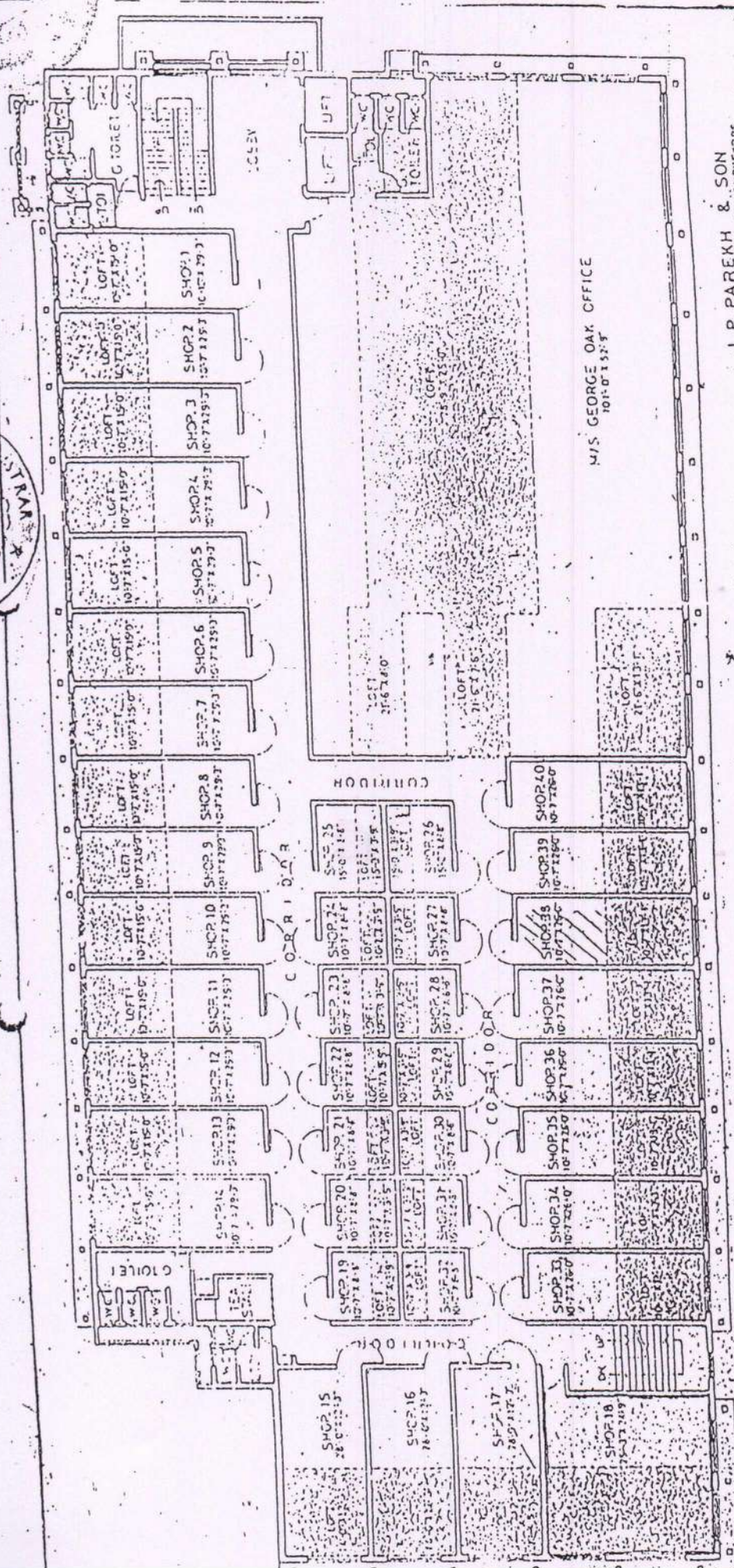
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BAY

RE-ENTRANCE
1938



FIRST FLOOR PLAN

J. P. PAREKH & SON
ARCHITECTS ENGINEER SURVEYORS
107/39 MARYLAND CORNER,
SIGN (E), BOMBAY 400022.

Scale 1:12
Approved N. S. Chav
J. P. Parekh

ATER
MBAY

Annexure 'D'

ब्रह्मसूत्र महानगरपालिका

BRAHMANMUNDA MAHARAJA PALIKA

By Eng. B. G. Proprietor City,
1st Ward Municipal Office,
at Work, 1st Ward, Girgaum Division,
Bombay 400002.

Nb. 15/9985/A

To

Dated: - 31.3.92

Shri P. C. Parekh,
Architect,
102/39 Maryland Corner,
Slon (East),
Bombay 400002.

REGISTRAR
P. C. Parekh

Sub-Proposed addition/alterations to the building
'A' and change of user at 1st floor and 2nd (1st.)
floor in existing building (Ground + 1st + 2nd
(Part) at C.S.No. 2/1487 of Girgaum Division.

Ref: Your letter dated 4.3.92.

WITHOUT PREJUDICE

By direction, I have to inform you that as far as this
office is concerned, there is no objection to occupy the part
first floor except central portion i.e. internal 14 shops and
2nd floor as shown on plan bounded by red colour marking, subject
to compliance of following conditions:

1. That the lift Inspector's certificate shall be submitted
before asking occupation for entire building. However, proper
precautionary measures shall be taken so that lift shall not
used and to avoid any mishap.
2. That the certificate under section 270-A of B.M.C. Act shall
be submitted.
3. That the remaining part of parking spaces and open spaces
shall be properly paved with cement concrete within one month.
4. That the remaining work regarding Airconditioning system shall
be complied with before further occupation.
5. That the final N.O.C. from Chief Fire Officer shall be -
submitted. After the submission of the same, the premises
will be occupied physically.
6. That the registered undertaking shall be submitted stating
that the terrace slab portion below circular ribs near water
tank shall not be covered and misused.

This occupation permission for part building is granted
without prejudice to the rights of Municipal Corporation of Greater
Bombay to take action under section 270-A of the B.M.C. Act, if
found necessary.

CERTIFIED TO BE TRUE COPY

Yours faithfully,

J. P. PAREKH & SON,
ARCHITECTS ENGINEERS & SURVEYORS

Signature
Executive Engineer,
Building Proposals (City).

102/39, MARYLAND CORNER
SLON (EAST), BOMBAY-400002

True Copy

[31]

ANEXTURE "E"

Unit Nos. 118A & 118B on the First Floor in the building known as Shreejee ^{chamber} ~~operation~~ standing on the land forming part of land bearing C. S. No.8/1487 of Girgaon Division situate at Tata Road No.1 and 2 Shanker Seth Road, Bombay having area of 530 sq.ft. in aggregate (approx.).

Shanker Seth
Deputy M. A. S.

S S K. R.

GREATER
BOMBAY

NOTARY

वादी लिहिल्याप्रमाणे की गेली

PURPORTED INVESTMENTS PVT. LTD.

PHONE : 492 68 57

402-A, POONAM CHAMBERS,
WORLI, BOMBAY-400 018.

Ret. Nov.

Date

06.01.1996

Mr. Rohit P. Shah
Bombay.



RECEIVED a sum of Rs. 2,850/- (Rupees Two thousand eight hundred fifty only) as rent for Unit No. 118B in Shreejee Chambers at Opera House for Six months from 1st October, 1995 to 31st March, 1996 @ Rs.475/- per month vide Demand Draft no. 333315 dated 2.1.96 drawn on State Bank of India.

For Purported Investments Pvt. Ltd.



Director

Xerox true copy



PURPORTED INVESTMENTS PVT. LTD.

PHONE : 492 68 57

402-A, POONAM CHAMBERS,
WORLD, BOMBAY-400 018.

Ref. No.

Date

06.01.1996

Mr. Dinesh K. Shah
Bombay.



RECEIVED a sum of Rs.2,850/- (Rupees Two thousand eight hundred fifty only)
as rent for Unit No. 118A in Shreejee Chambers at Opera House for Six months
from 1st October, 1995 to 31st March, 1996 @ Rs.475/- per month vide cheque
no. 762225 dated 2.12.95 drawn on Dena Bank.

For Purported Investments Pvt. Ltd.



Director

Xerox True Copy

27/11/95



a) S S K x L

Shaded area

3) Deepav. N. chul

Shrink

১) $\frac{8 \times 7}{2} = 28$
 $\frac{9 \times 8}{2} = 36$
 $\frac{10 \times 9}{2} = 45$

7600230092

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संबंधीत पत्रकागने क्रम २२०-अ (१) खालः
सापकर दाखला क्र. NO. १८८८८८८८ / २३८१०१ / १६-०१

दिनांक २८/०८/०६ मध्ये केवळ आहे ते पडताळून पाहता
होयपर प्रत्येकाचे भादवून आले आहे.
दिनांक २३/८/०६.

[Signature]
दुय्यम निबंधक मुंबई.

१३ १७८६

दिल्याने मिळालेले
वर्षातील निव्वळ
निव्वळ मर्यादित
होयने पुढील
माहितीसाठी
१३ १७८६

१३ १७८६

[Signature]
दुय्यम निबंधक मुंबई.



क्र. २०२६/९६
मुद्रांक क्रमांक १ क्रमांक १०००
वै.सं. १४/८/९६
वै.सं. १४/८/९६
[Signature]
दुय्यम निबंधक, मुंबई

Prinsep Division

2020/8

Attestation

R. 33 L. 11

DATED THIS DAY OF 1996

SD. 330000

PURPORTED INVESTMENTS .. VENDORS
PVT. LTD.
AND

2015196 MR. SHATLESH MAGINDAS SHAH
& ORS. PURCHASERS

100000

PI 220A

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10270/-



AGREEMENT OF UNIT NOS. 118A &
118B ON FIRST FLOOR IN SHREEJEE
CHAMBERS

MV / Release on 13/2/96
ITF

8/1487, 9/1112, 10/646, 11/2019
950
112

TRUE COPY

On the basis of
Original documents
Produced before me
this is certified

TRUE COPY

B. S. JOSHI Advocate & Notary
33-B, Sakinaka 4th Floor,
Kennedy Bridge, Near Opera House
Girgaon, Bombay-400 004.
Tele. 3821766



98 / 109
M/s. Madga Ghandy & Co.
Advocates & Solicitors,
123, M.G. Road, Fort,
Bombay - 400 023.
RB30.AGS (JJ 9.5.96)

five thousand rupees and in the case of countnuing
offence with a further daily fine which may extend
to five hundred rupees.

Yours Faithfully,

sd
WARD OFFICER 'D' WARD.

slm r 12-6-2000

Copy To : The Owner/ The Occupier,
Shop No. 118, 1st floor,
Shreeji Chambers,
Tata Road No. 2,
Opera House
Mumbai - 400 004.

Sir,

Copy forwarded for information & further
necessary action at your end please.

Yours faithfully,

Amek
WARD OFFICER 'D' WARD.

RITESH EXPORT
118 & B, Shreeji Chambers,
1st Floor, Tata Road No. 1 & 2,
Opera House, Opp. Prasad Chamber,
Mumbai-400 004.

For RITESH EXPORT
Prashant

Office of Ward Officer,
D. N. D. Municipal Office,
J. K. PUTRA COMPOUND,
NANA CHOWK,
MUMBAI-400 007.

No. ODW/714/B dt. 7/7/2000

To,

Shreeji Chambers Premises
Co.Op.Soc.Ltd.
Tata Road No.2,
Opera House,
Mumbai- 400 004.

Sub : Unauthorised construction of mezzanine floor with M.S. beams & ladi-coba Ladi in Shop No. 118, 1st floor. Shreeji Chambers, Tata Road No.2, Opera House, Mumbai- 400 004.

Ref : Notice served under section 351 of M.M.C. act under No.D/Hdg./JE-5/351/364/H/99-2000 dt. 16-5-2000 & your reply dt. 22-5-2000.

Sir,

You have not produced in any document within stipulated time period of the show cause notice under section 351 of the M.M.C. act referred above to show that the work mentioned is the authorised.

You are, therefore, directed to remove the said unauthorised work within 7 days from the receipt of this order, failing which, the said unauthorised work will be demolished departmentally at your risk and cost, which please note.

You shall further note that under Sec. 475-A of M.M.C. Act, you shall be punished with imprisonment for a term which shall not be less than one month but which may extend to one year and with fine which shall not be less than five thousand rupees but which may extend to twenty