



Wednesday, August 11, 2010

1:13:53 pm

पावती

Original

नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 9777

दिनांक : 11/08/2010

गावाचे नांव : मलबार

दस्तऐवजाचा अनुक्रमांक : बबई 3 - 8330 - 2010

दस्त ऐवजाचा प्रकार : मान्यता पत्र

सादर करणा-याचे नाव : अरविंद जे शाह

फी

नोंदणी फी

: रु.30,000.00

दस्त हस्ताळणी फी

: रु.1,720.00

पृष्ठांची संख्या : 86

एकुण रु.31,720.00

आपणास हा दस्त अंदाजे 1:33PM हा वेळेस मिळेल

DELIVERED

सह दु. नि. मुंबई शहर क्र. :

बाजार मुल्य : रु.13,500,000/-

मोबदला : रु.13,500,000/-

भरलेले मुद्राक शुल्क : रु.100/-

1) देयकाचा प्रकार : By Demand Draft रक्कम: रु.30,000

डीडी/ धनादेश क्रमांक : 726690 दिनांक : 26/07/2010

बँकेचे नाव व पत्ता : युनियन बँक ऑफ इंडिया मुं

2) देयकाचा प्रकार : By Cash रक्कम: रु.1,720

सह दुय्यम निबंधक
मुंबई शहर क्र. ३

DELIVERED

CUSTOMERS COPY SR No. 018207

THE MAHARASHTRA STATE CO-OP. BANK LTD.
(Incorporating the Vidarbha Co-op. Bank Ltd.)

BRANCH..... DATE 26/7

FRANKING VALUE	Rs.	1	00	00					
SERVICE CHARGES	Rs.								
TOTAL	Rs.	1	00	00					

NO. OF DOCUMENTS.....

PAN NO.....

NAME OF STAMP DUTY PAYING PARTY.....

Deawoo Ind Ltd

D.D./CHEQUE NO : Cash

DRAWN ON BANK : 110/

AMOUNT Rs.

FOR BANK'S USE ONLY

TRANSACTION I.D.

FRANKING SR. NO.

CASHIER

AUTHORISED SIGNATORY



DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION made and entered into
Mumbai on this 09th day of August, 2010 BETWEEN : M/
ANCHOR DAEWOO INDUSTRIES LTD., a Company registered
under the Companies Act, I of 1956, having its registered office at
Plot No.G-9, 2nd Floor, Basushree Building, Cross Road, No A, MIDC,
Andheri (E) Mumbai-400 093, hereinafter called "the said
Developers" of the First Part And **MR. ARVIND J. SHAH** having
address at 707 Royal Palace, Ghoddhod Road, Suraj at pres
Mumbai, hereinafter called "the Purchaser" of the Second Part,

वर्क - 3
2220/9
2090

भारत 00672
193290
R.00001004-PB5331
15:07
JUL 26 2010
SPECIAL MAHARASHTRA
ADHESIVE
STAMP DUTY MAHARASHTRA

WHEREAS the Developers are the developer of the property more particularly described in the First Schedule written hereunder (hereinafter referred to as 'the said Property').

AND WHEREAS by Agreement for Sale executed on 29th day of December, 2006 the Developers agreed to sale and the Purchaser agreed to purchase the Flat No. **604** admeasuring **757** Sq. Ft. built up area on **6th** Floor of the proposed building on the terms and conditions and for the consideration mentioned therein. Hereinafter referred to as "the said Flat" more particularly described in the Second Schedule written hereunder.

AND WHEREAS through oversight, the said Agreement for Sale dated 29/12/2006 was not presented for registration within the time prescribed in Registration Act through inactiveness and could not admit the execution of the same.



AND WHEREAS the Parties herein are desirous of admitting the execution of the said Agreement For Sale dated 29/12/2006 and for that purpose are executing this Deed of Confirmation.

NOW IT IS HEREBY AGREED DECLARED AND CONFIRMED BY THE PARTIES HERETO AS FOLLOWS:

1. The Parties hereby agree, declare and confirm that they have executed the said Agreement for Sale dated 29/12/2006 in respect of the said Flat more particularly described in the Schedule mentioned hereunder. The original Agreement for Sale dated

Amal J. S.
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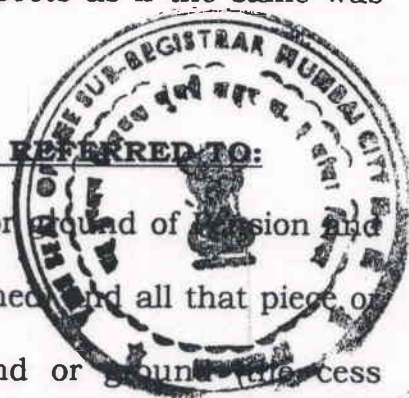
बदल - ३
८३३० / २
२०१०

29/12/2006 duly executed by the Parties herein is annexed herewith as Annexure 'A' hereto.

2. The Parties herein confirm the terms and conditions mentioned in the said Agreement For Sale and the signature of the respective parties as if the same are incorporated herein to the end and intent that the said Agreement For Sale shall continue to be in full force and shall operate and take effect and binding on all parties hereto in the same manner and in all respects as if the same was duly registered.

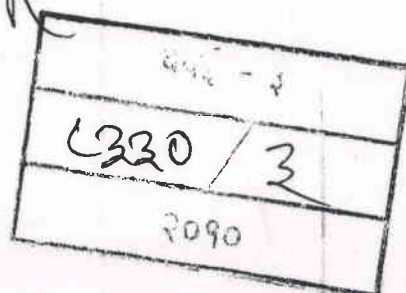
THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground of pension and Tax Tenure (which tenure has been abolished and all that piece of parcel of pension and Tax Tenure Land or ground here cess whereof, has been redeemed) situate lying and being on the 52/54 Ridge Road and Harkness Road, Malabar Hill, Mumbai respectively in the Registration District and Sub-Division of Bombay City and Bombay Suburban Containing by admeasurements 1643 Square yards, equivalent to 1,373.76 square meters and admeasuring 869 square yards equivalent to 726.48 sq. metres as per documents and 792.39 sq. yards equivalent to 662.52 sq. metres respectively and entered in the books of Collector of Land Revenue under Cadastral Survey No.168 and 169 of Malabar Hill & Cumballa Hill Division and assessed by the Assessor and Collector of Municipal Rates and Tax under "D" Ward No.3191 and 3192(1), Old Street No.98 and 96, New Street No.52 and 54 at the Ridge Road and Corner of the Harkness Road.



Amind J. 11

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THE SECOND SCHEDULE ABOVE REFERRED TO:

A Flat No.604 admeasuring 757 Sq.Ft. Built Up Area on 6th Floor of the building situated at 52, Ridge Road, Mumbai-400 006 bearing C. S. No.168 and 169 of Malbar & Cumballa Hill Division.

IN WITNESS WHEREOF PARTIES hereto have hereunto set and subscribed their respective hands and seal to this Deed Of Confirmation on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the) For Anchor Daewoo Industries
within named : Developers) Ltd.
ANCHOR DAEWOO INDUSTRIES)
LIMITED)
Director

[Signature]
Authorized Signatory/Director

in the presence of)

①

[Signature]



SIGNED AND DELIVERED by the

within named : Purchaser

ARVIND J. SHAH

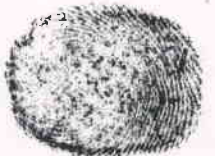
In the presence of

①

[Signature]



[Signature]



बसई - ३
८३३० / ४
२०१०

Anchor DAEWOO INDUSTRIES LTD.

33, Huges, 3rd Floor, Opp. Prempuri Ashram, N.S. Patkar Marg, Grant Road, Mumbai-400 007.


Tel.:(91-22) 32952426/32525581 Fax: (91-22)23881424

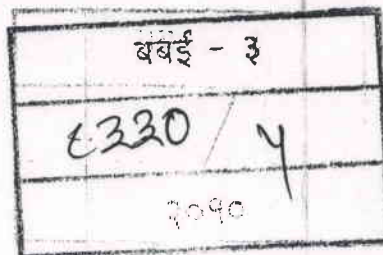
**CERTIFICATE TRUE COPY OF THE RESOLUTION PASSED IN THE
MEETING OF THE BOARD OF DIRECTORS OF ANCHOR DAEWOO
INDUSTRIES LIMITED HELD ON 1/10/2009.**

"Resolved that the company has by Agreement for sale dated 29.12.2006 sold flats No. 604 on 6th floor, constructed on property bearing C.T.S. No 168/169 situated at Ridge Road Walkeshwar Mumbai 40006 to Arvind J Shah. Said agreement for sale has remained to be registered with the Sub Registrar of Assurances. The same is required to be registered by executing deed of confirmation for registration of said agreement for sale.

Resolved further that Mr Pankaj Soni be and is hereby authorised to appear before the Sub Registrar of Assurance for registration of the said Agreement for Sale dated 29.12.2006 along with deed of confirmation.

For Anchor Daewoo Industries Ltd.


Director



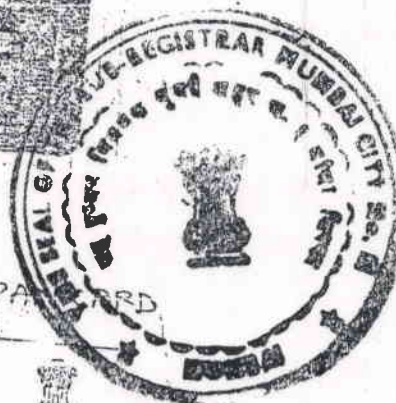
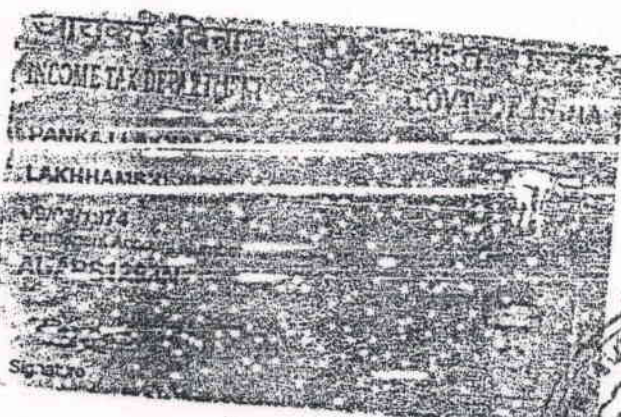


19/06/1996

Permanent Account Number

AAACD3710B

05072006



PA

PERMANENT ACCOUNT NUMBER
ABIPSC4155P

NAME /
ARVINDHAI JAYANTIL SHAH

FATHER'S NAME
JAYANTIL SHAH

DATE OF BIRTH
01-10-1953

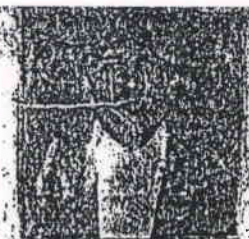
SIGNATURE
Arvind J. H.

COMMISSIONER OF INCOME-TAX, SURAT

बबई - 3

604

L320 / ३६



ADVOCATE
BAR COUNCIL OF
MAHARASHTRA & GOA
HIGH COURT, BOMBAY
☎ : 267 3371 / 265 6567



NAME : Milind Manohar Mangala Kadam
RESIDENCE : Mallasopara (W), Vasai, Thane.
ROLL No. : Mah/ 3290 /2002
ENROLLED ON : 9-11-2002
DATE OF BIRTH : 13-4-1977

SECRET



केवल आदाता के खाते में
Payee's Account only

***** Not Over INR. 30,000.00 *****

30-11-2009

PAY

JOINT SUB REGISTRAR MUMBAI CITY 1

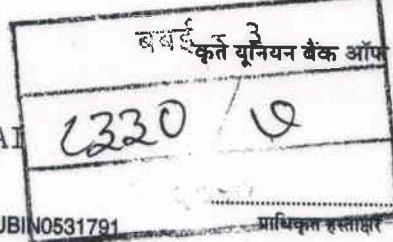
REVALIDATED AS ON 26/11/2010

रुपये ~~RUPEES~~ Shirty Thousand only

रु. Rs. *****30,000.00

अदा करें

यूनियन बैंक Union Bank
MUMBAI CHAR MARG - of MUMBAI
(531791)



For Union Bank of India

Signature

Authorised Signatories

7 26690 400026002

17

VALID FOR SIX MONTHS FROM THE DATE OF ISSUE

G. S. BHARTI & SONS, MUMBAI-400 006

जारी करने की तारीख से छह माह के लिए वैध

यूनियन बैंक ऑफ इंडिया
मुंबई समचार मार्ग, शाखा

CUSTOMER COPY / ग्राहक प्रति

UNION BANK OF INDIA
Mumbai Samachar Marg Branch

स्कॉल नं./Scroll No.

228

दिनांक/Date 29/12/06

मुद्रांक शुल्क/Stamp Duty	र./Rs.	3185400	बैंक के उपयोग हेतु (For Bank's use) स्टैम्प कोड नम्बर/ Stamp Code No.
सेवा प्रभार/Service Charges	र./Rs.	40	
कुल/Total	र./Rs.	3185440	

Received Rupees in words Thirty one lacs Eighty five Rupees

Name & address of

stamp duty paying party

स्टैम्प ड्यूटी भुगतान करनेवाला

ARNIND J. SHAH
115, Shreeji Chambers
Opera House, Mumbai-4

DOCUMENT DELIVERED	
UNION BANK OF INDIA	
FRANKING DEPARTMENT	
कॉन्टर पार्टी का नाम/Name of counter party	23615449
Date	29/12/2006
दस्तावेज का नाम/Name of documents	Deewood Achaon Incl. Pub LH
हस्ताक्षर/Signature	
किस बैंक शाखा पर आहरित/Drawn on Bank/Branch	

दस्तावेज का व्योरा
Particulars of Documents

क्रमांक Sl.No	प्रकार / Type	कुल दस्तावेज No. of Documents	राशि Amount	योग राशि Total
	Arvind J. Shah	1	1962	600
	Varsha A. Shah	1	832	600
	Arvind J. Shah	1	732	600
	Arvind J. Shah	1	657	600
Total Amount of Documents & Franking			3185	400

बैंक की मोहर के लिए स्थान
SPACE FOR BANK SEAL

TRANSFER
FRANKING

29 DEC 2006

Cashier

DD/Pay Order should be
in favour of Union Bank of India, M. S. Marg Br. (Stamp Duty)
Serv. Charge Rs. 10/- per document
RTGS IFSC CODE : UBIN 0531791
RTGS A/C NO. 317801980050000-M.S. MARG BR., FOR FRANKING
TEL NO. : 226298125
We are not responsible if you do not collect your document on same day.

खरीद करनेवाले का नाम और हस्ताक्षर
Name & Signature of Purchaser

पृष्ठ - 3

2330



Wednesday, August 11, 2010
1:14:12PM

दस्त गोषवारा भाग-1

बयई3

दस्त क्रमांक : 8330/2010

1 70

दस्त क्रमांक : बयई3 /8330/ 2010

बाजार मुल्य: रु.13,500,000/-

मोबदला: रु.13,500,000/-

भरलेले मुद्रांक शुल्क: रु.100/-

दु.नि.सह दुय्यम निबंधक मुंबई शहर 3 यांचे कार्यालयात

अ.क्र.8330 यर दि.11/08/2010

रोजी 12:59:28:000PM या. हजर केला.

प्रावती

सादर करणाराचे नाव:अरविंद जे शाह

नोंदणी फी :

रु.30,000.00

दस्त हाताळणी फी :

रु.1,720.00

पृष्ठांची संख्या : 84

एकूण

रु.31,720.00

Arvind J. Shah

दस्त हजर करणा-याची सही :-

सह दु. नि. मुंबई शहर क्र 3

सह दु. नि. मुंबई शहर क्र 3

शिवका क्र.1 Aug 11 2010 1:12PM ची वेळ:(सादरीकरण)

शिवका क्र.2 Aug 11 2010 1:13PM ची वेळ:(फी)

ANNEXURE IS NOT REGISTERED



प्रमाणित करणेत येते की, दस्तामध्ये

एकूण.....८६.....पाने आहेत. पुस्तक

क्रमांक १, बयई-३.६३३०/२०१०

नोंदला. 11 AUG 2010

दिनांक

Arvind J. Shah

सह दुय्यम निबंधक, मुंबई शहर-३

|||||

दस्त गोषवारा भाग-2

Wednesday, August 11, 2010
1:15:31PM

बयई3

दस्त क्रमांक : 8330 / 2010

99

दस्त क्रमांक :- बयई3 / 8330 / 2010

दस्ताचा प्रकार :- मान्यता पत्र

शिक्षा क्र.3 ची वेळ:(कबुली) Aug 11 2010 1:14PM

शिक्षा क्र.4 ची वेळ:(ओळख) Aug 11 2010 1:15PM

शिक्षा क्र.5 ची वेळ:(नोंदणी) Aug 11 2010 1:15PM



अनु क्र. पक्षकाराचे नाव व पत्ता

छायाचित्र

अंगठ्याचा ठसा

1

नाव:अरविंद जे शाह

Purchaser/Buyer/Executor2

पत्ता:707 रॉयल पॅलेस , घोदोद रोड , सुरत

वय :- 35

पॅन नंबर:ABIPS4155P

Amin J. Shah

सही



2

नाव:ऐंकर देवु इंडस्ट्रीज लि चे संचालक पंकज - सोनी

Salor/Executori

पत्ता:प्लॉट नं जी 9 , 2 रा मजला , बासुकी बिल्डींग , वय :- 35

क्रॉस रोड न ए , एम आय डी सी , अंधेरी

पॅन नंबर:AAACD3710B

Pankaj Soni

सही



वरील दस्तऐवज करून देणार तथाकथित मान्यता पत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.

ओळख

ANNEXURE IS NOT REGISTERED

खालील इसम असे नियेदीत करतात की ते दस्तऐवज करून देणा-यांना
व्यक्तीश: ओळखतात, व त्यांची ओळख पटयितात

अनु क्र. ओळखीचे नाव व पत्ता

1

नाव:मिलिंद म कदम

वय:34

पत्ता:3 रा युनायटेड हाऊस , याकोला

पिन कोड:55

Milind M. Kadam



2

नाव:सागर प्र निगडे

वय:23

पत्ता:3 रा युनायटेड हाऊस , याकोला

पिन कोड:55

Sagar Pr. Nigade



ह दुर्यम निबधन
गंजह शहर क र

8330 / 2010

Name of the Finan. Insti / Bank

UNION BANK OF INDIA

FRANKING DEPARTMENT

66/80, MUMBAI-SAMACKHAR MARG,

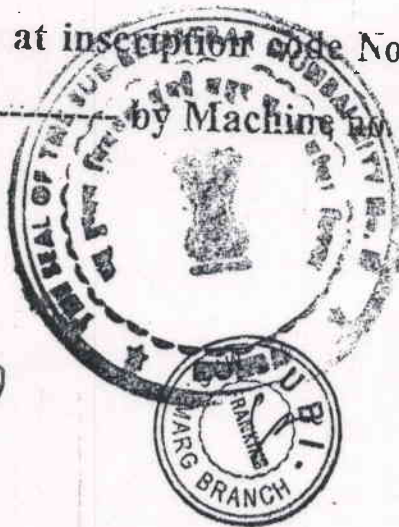
FORT, MUMBAI - 400 023.

TEL.: 2262 9420

30 NOV 2009

TO WHOMSOEVER IT MAY CONCERN.

This is to certify that Shri / Smt / M/s Arvind
J. Shah has deposited a sum of Rs. 6,57,600/-
(In words Six Lacs Fifty
Seven thousand Six Hundred only) For
the purpose of stamp franking on dt. 29-12-2006
and we franked above document of Agreement
at inscription code No. 42534 Piece count No. 3555062
on by Machine and it is genuine.

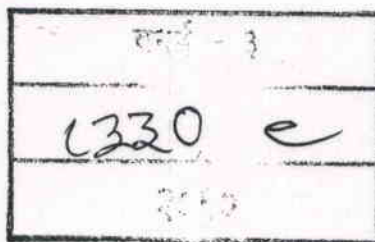


कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA
मु. स. मार्ग शाखा,
M. S. Marg Branch

G. K. Sharma
प्रबंधक
Manager
Franking Dept.

Chief Manager.

30 NOV 2009



657600

604

695

MV: 185,00,000/-

Area 70.35 sq mts

No. STP/Case No. Certificate
u/s. 41 of the Bombay Stamp Act, 1958

No. Adj. / SDF/NEW/733110

Office of the Collector of Stamps
Dated. 31/12/2010

Stamp duty Rs. (657600/-) Six lakh sixty seven thousand six hundred only

with which this instrument is chargeable under article 1(2)(d) of schedule I already paid. Therefore certified under section 41 of Bombay Stamp Act, 1958 that instrument is duly stamped.

This certificate is subject to the provisions of sec. 53-A of Bombay Stamp Act, 1958.

Place ENP-2

Date.....



Collector of Stamps
Enforcement-II 31/12/10



IMPOUNDED
Under Section 33
ESA, 1958.

ANNEXURE IS NOT REGISTERED

AUTHORIZED SIGNATURE

FOR UNION BANK OF INDIA
M. S. MARG BRANCH

THIS AGREEMENT made at Mumbai on this 29th day of

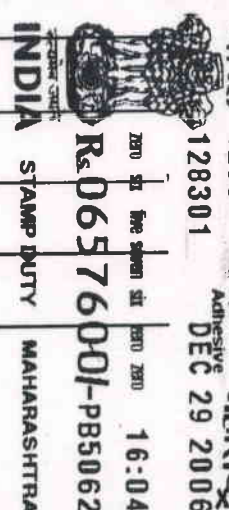
December, 2006 Between ANCHOR DAEWOO INDUSTRIES LTD. a

Company registered under the Companies Act I of 1956, having its registered office at Plot No.G-9, 2nd Floor, Basushree Building, Cross Road, No A, MIDC, Andheri (E) Mumbai-400 093. hereinafter called "Developers" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the

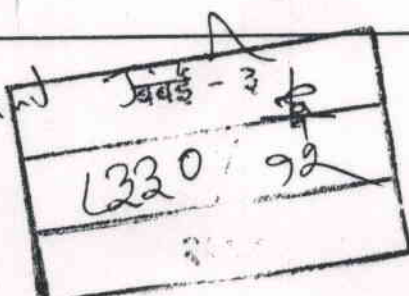
FIRST PART, AND SHRI/SMT/KUMARI/MESSRS

ARVIND J. SHAH

Indian Inhabitant/s residing at 707, ROYAL PALACE,
GHODDHOD ROAD, SURAT.



(Rs. Six lakh Fifty Seven Thousand Six hundred only)



x Arvind J. Shah
(5)

hereinafter called "the Purchaser" (which expression shall unless repugnant to the context or meaning thereof mean to include his/her heirs, executors, administrators and permitted assigns) of the SECOND PART ;



The Pan Card Nos. of Party of First Part is AAACD3710B and Pan Card Nos. of Party of Second Part is ABIPS4155P.

WHEREAS:



- I. (1) One Metropolitan Properties Pvt. Ltd. hereinafter called "the said Metropolitan" was seized and possessed as owners, a property together with old buildings known as "Sagar Deep Buildings", standing thereon hereinafter called "the said Sagar Deep Buildings" situated at 52, Ridge Road, Mumbai-400 006 and more particularly described in the First Schedule hereunder written, hereinafter called "the said First Property" by virtue of a Conveyance dated 1st February, 1988 executed by one Khemchand B. Kothari and Ashok Khemchand Kothari in the name of Messrs Rishabh Enterprises, being the predecessors-in-title to the said First Property in favour of the said Metropolitan and registered with the Sub-Registrar of Mumbai under Serial No.BBE/23 of 1988";
- (2) The said Sagar Deep buildings were occupied by several tenants/occupants and were cessed buildings under Category-A as per the Provisions of Maharashtra Housing and Area

x Anind J. 2

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Development Authority Act 1976, hereinafter called "the said MHADA Act";

- (3) In pursuance of the application of the said Metropolitan, MHADA by its letter dated 26.09.1995 bearing No.R/NOC/F/364/4083, accorded its 'No Objection' to the said Metropolitan for redevelopment of the said First Property and thereupon plans were approved by BMC under IOD No.EEBPC/6629/D/A of 1999-2000 dated 19.06.1999 under Appendix-III Regulation No.33 (7), hereinafter called "the said approved plans for the said First Property";
- (4) Since the said Sagar Deep buildings were dangerous and/or dilapidated, MHADA caused the Tenants/Occupants of the said Sagar Deep Buildings to vacate the portions in their respective occupation and demolished the said Sagar Deep buildings;
- (5) The said Metropolitan had entered into arrangement with the Tenants/Occupants of the said Sagar Deep Buildings to provide them flats by way of permanent alternative accommodation in the proposed new building to be constructed on the said First Property in accordance with the provisions of Appendix-III of D.C. Regulation 33 (7);
- (6) The Commencement Certificate dated 17.05.2000, hereinafter called "C.C." bearing No.EEBPC/6629/D/A was issued by BMC for proposed redevelopment of the said first property upto top of basement and was further extended from time to time and as per



* Annual T. 1. 1

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last endorsement dated 18.02.2004 C.C. was further extended for the entire work except at 83' level;

- (7) In pursuance of the said approved plan for the said First Property and the said C.C. the said Metropolitan commenced construction of the proposed new building on the said First Property;

II.(1) Sumermal Hajarimalji Shah and others, hereinafter called "the said Sumermal Shah and others" were seized and possessed of property together with building standing thereon known as "Shiv Sadan", hereinafter called "the said Shiv Sadan Building", situate at 54, Ridge Road, Mumbai-400006, situated adjoining the said First Property and more particularly described in the Second Schedule hereunder written hereinafter called "the said Second Property" by virtue of a Conveyance dated 12th July, 1990 executed by Vithal V. Kamat representing his HUF in favour of the said owners and registered with the Sub-Registrar of Mumbai under Serial No.PBBE-2155 of 1990;

- (2) The said Shiv Sadan building was occupied by several tenants and occupants and was cessed building under Category-A as per the provisions of the said MHADA Act;
- (3) In pursuance of the application of the said Sumermal Shah Others as the Owners of the said Second Property MHADA by its letter dated 5.08.2002 accorded its 'No Objection' for redevelopment of the said Second property under Appendix-II of Development Control Regulation 33 (6) for Greater Mumbai and ULC Department granted permission dated 29.08.2002 for

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redevelopment of the said property and thereupon plans were approved by BMC under IOD No.EEBPC/9035/D/A dated 5.09.2002 and further amended on 30.09.2003, hereinafter called "the said approved plans for the said Second Property";

In pursuance of the understanding arrived at between the said Sumermal Shah and others as the Owners of the said Second Property and the tenants/occupants occupying the said Shiv Sadan building to provide the said tenants/occupants permanent alternative accommodation in the proposed new building to be constructed on the said Second Property, the tenants/occupants vacated the said Shiv Sadan building and the said Owners of the second property demolished the said Shiv Sadan building for carrying on redevelopment of the said second property in accordance with the said approved plans for the said second property;

- (5) The Commencement Certificate dated 21.11.2002 bearing No.EEBPC/9035/D/A was issued by BMC for proposed development of the said second property upto plinth level and was extended from time to time;
- (6) By Development Agreement dated 21st November, 2003 and registered with the Sub-Registrar of Mumbai under Serial No.BBE-1-1309 of 2004, hereinafter called "the said Development Agreement" the said Sumermal Shah and others as the Owners of the said Second Property entrusted development rights in respect of the said Second Property

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subject to the said arrangement with the tenants/occupants of the said Shiv Sadan Building unto one Scott Remedies Pvt. Ltd., hereinafter called "the said Scott" on the terms and conditions and for the consideration contained therein and in pursuance hereof the Owners of the said Second Property had put the said Scott Remedies in possession of the said Second Property, hereinafter referred to as the 'said Scott'.

- (7) The said Scott has paid full consideration payable to the said Sumermal Shah and others being the Owners of the said Second Property under the said Development Agreement;

III(1) The said Metropolitan Property and the said Scott Remedies are hereinafter collectively called "the said Metropolitan and the Scott and or the said Owners".

- (2) The said Sagar Deed Buildings and the said Shiv Sadan Building are hereinafter collectively called "the said Old Buildings".

IV.(1) Pursuant to application made by the Owners, BMC by its letter dated 16.03.2005 bearing No.EB/950/A/AL approved amalgamation of the said first property and the said second property subject to compliance of the terms and conditions of amalgamation / layout dated 24.02.2005 and registered with the Sub-Registrar of Mumbai under Serial No.BBE-1/01797 of 2005;

- (2) The Plot constituted by amalgamation of the said First Property and the said Second Property is hereinafter called "the said

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Property" which said property is described in the Third Schedule hereunder written;

(3) Pursuant to amalgamation of the said property, in suppression of the earlier approved plan for construction of building on each of the said two properties, fresh plans for construction of one composite building of 12 floors and part on 13th Floor on the said property was submitted to the BMC and said plans are duly approved by BMC under IOD No. EEBP/6629/D/A dated 3-2-2006, hereinafter called "the said present approved plans".

(4) The said Metropolitan and the Scott proposed to submit revised plans for additional construction upto 16th Floor which said approval for additional construction is pending. The said plans for additional construction are hereinafter called "the revise plans" for additional construction.

V (a) (i) By a Memorandum of Understanding dated 18th October, 2004 hereinafter referred to as "the said MOU" executed between the said Metropolitan and the said Scott on the one hand and the Developers herein on the other hand the said Metropolitan and the said Scott have agreed to grant the Development Rights in respect of the said property described in the Third Schedule written hereunder, to the Developers in relation to the Construction of the proposed building on the said property as per the said present approved plans and/or

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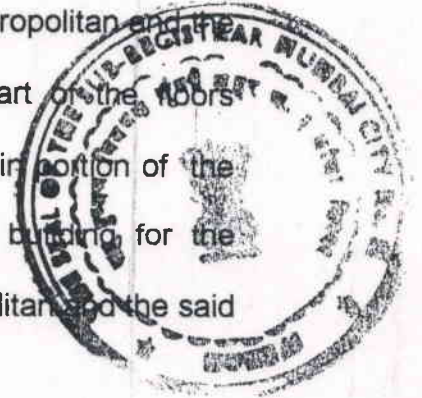
the revised plans and/or for additional construction.
Hereinafter called "the said Building".

(ii) Pending execution of Development Agreement between the said Metropolitan and the said Scott and Developers, negotiations had ensued between the Developers and the Purchaser for sale of the one flat in the said building and on that basis the engrossment of Agreement for Sale of the said Flat was prepared and stamped .

(b) The Developers shall provide to the said Metropolitan and the said Scott constructed premises forming part of the floors above 14th Floor including terraces and certain portion of the basements, stilt and Podiums of the said building for the exclusive use and benefit of the said Metropolitan and the said Scott at the actual construction cost.

(c) The portion of the said building to which the Developers would become entitled to deal with is hereinafter called "the said Developers building" and the remaining portion of the said building is hereafter called "the said residuary building" enure for the benefit of the said Metropolitan and Scott and or their nominees.

(d) That the Developers will be liable to provide tenements in the said Developers Building to the tenants/occupants occupying the said old buildings as per agreements with the said tenants to provide permanent alternative accommodation and to sell



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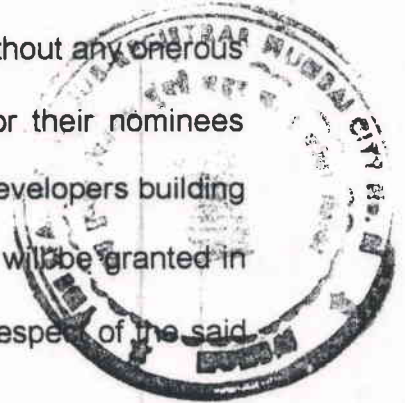
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the remaining tenements forming part of the said Developers Building on ownership basis and to appropriate sale proceeds thereof for their own use;



(e) That over and above the residuary building the said Metropolitan and Scott are also entitled to construct additional portion in the said property and/or to construct additional floors on the said developers building if additional construction thereof is permitted hereafter;

(f) That the lease in perpetuity only of the Developers building will be executed or caused to be executed without any onerous condition in favour of the Developers and/or their nominees including Co-operative Society and except Developers building comprised in the said lease, no other rights will be granted in favour of the Developers or its nominee in respect of the said building and/or in the said property;




(g) The said Metropolitan and Scott shall be entitled to treat at their options the said residuary building as part of developers building to be included in lease to be granted to the developers or their nominees;

(h) The Occupants of the said residuary building or additional floor/s if constructed by the said Metropolitan and Scott on the said building shall be entitled to become members of the Co-operative Society to be formed by flat Purchasers/ Occupants of developers building and shall also be entitled to use and avail of all the common amenities and facilities including

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gymnasium, swimming pool, garden, terrace on podium level etc. and enjoy all the facilities.

The Developers are entering into Agreement with prospective Flat Purchasers in respect of the sale of Flats/tenements forming part of the said "Developers Building" only.

VII. The Developers have informed the Purchaser as under

- (a) M/s. Kapadia Consultants, Architects are appointed as Architects for the said Project, hereinafter called "the said Architects" and M/s. Mahimtura Consultants as the structural consultants for the construction of the said building (i.e. residuary building/portions and the said Developers building").
- (b) The Tenants/Occupants of the said old buildings will be provided Flats by way of permanent alternative accommodation in the said Developers building.
- (c) In respect of the said First Property the property register card stands in the name of the said Metropolitan whereas in respect of the said Second Property the property register card stands in the name of the said Sumermal Hajarimalji Shah and others;
- (d) In the Collectors' record till now, the amalgamation of the said two properties is not recorded and consequently new property card for the same is not issued;

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- (e) The flat sold herein will be in the nature of bare shell Flat without any fixtures and fitting to the intent that after taking possession thereof the Purchaser shall at her cost carry out required internal work therein without in any way affecting any RCC work or beam and within the frame work of the approved plans.



- (f) The property register cards in respect of the said property and specifications of the said Flats in the said building are set out in Annexures 'A', B' hereto;

- (g) The Purchaser has seen the format of draft of lease in perpetuity to be executed in favour of the developers and or their nominees including the proposed society as provided herein.



- (h) The Purchasers have demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title including the said MOU/ Agreement relating to the said Developers buildings and the plans, designs and specifications prepared by the Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made there under. The terms and conditions provided in MOU/ Agreement shall be deemed to be forming part of this Agreement;

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VIII. The Purchaser has agreed to purchase from the Developers a Residential Flat of the said Developers building being Flat No.604 on 6th Floor admeasuring 757 Sq. Ft., of Built Up area which is inclusive of the balcony in the nature of a shell/ bare flat without fixtures and fittings in the said developers building, hereinafter collectively referred to as "the said premises" to be constructed on the said property as per the present approved plan by the BMC and/or as per modification thereof as may be required by BMC at or for the lump sum price of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lakhs Only). The said price has no bearings whatsoever on the actual measurement of area of the said Premises. The Purchaser has accepted the built up area as provided herein.



IX. Under Section 4 of the said Act, the Developers are required to execute a written Agreement for the Sale of the said premises to the Purchaser being in fact these presents;

X. Prior to the execution of these presents, the Purchaser has paid to the said Developers from time to time a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of part payment (receipt whereof the Developers do hereby admit and acknowledge). The Purchaser has agreed to pay the balance purchase price for the said premises in the manner hereinafter appearing.

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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED, DECLARED AND RECORDED BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS:**

1. The recitals mentioned hereinabove shall form an integral part of this Agreement.



2. The Developers will be constructing the said Building on the said property more particularly described in the Third Schedule hereunder written, in accordance with the present approved plans and or revised plans, designs and specifications duly approved by the BMC which have been kept at the office of Developers at the site for inspection and have been seen and approved by the Purchaser. The Developers shall be entitled to carry out such variations and modifications as they may consider necessary or as may be required by the concerned local authority / the Government without adversely affecting the interior of the said premises agreed to be purchase by or allotted to this Purchaser. Provided that the Developers shall obtain prior consent in writing of the Purchaser only in respect of variations or modifications which may adversely affect the interior of the said premises, agreed to be purchased by or allotted to this Purchaser.

3. The Purchaser has prior to the execution of this Agreement inspected the Title Certificate in respect of property issued by Mrs. Nipa

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Gupte, the Advocate pertaining to the rights of the Developers in the said property and the format of lease in perpetuity to be granted to the developers or their nominee/s including the co-operative society in respect of the said Developers building and satisfied himself/herself about the title of the Developers to the said property and terms of the said lease in perpetuity and she shall not to be entitled further to investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto or pertaining to the terms and conditions of the said lease in perpetuity. The Purchaser shall be deemed to have purchased the said premises on the conditions set out in the recitals above and to have accepted the title thereto.

4. The name and address of the Purchaser till possession of the said premises is taken by the Purchaser shall be as under.

Name: ARVIND J. SHAH

**Address: 707, Royal Palace,
Ghodhod Road,
Surat.**



5. The Purchaser hereby agrees to acquire and purchase from the Developers a residential Flat No. 604 on 6th Floor in the said Developers Building of an area of 757 Sq. Ft. of Built Up area inclusive of the balcony in the nature of bare/shell Flat in the said building all hereinafter collectively called "the said premises" for the lump sum price of Rs. 1,35,00,000/- (Rupees One Crore Thirty Five Lakhs only). The said price is inclusive only of the common area and facilities appurtenant to the said premises. The nature, extent and description of

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description of the common/limited common area and facilities are more particularly described in the Fourth Schedule hereunder written. The floor plan of the said premises (Excluding Parking Space) is annexed hereto and marked Annexure 'D' and the said premises is shown, surrounded thereon by a red coloured boundary line. The Purchaser has ascertained the area of the said premises as mentioned herein. The Purchaser has accepted the amenities provided in the said premises prior to execution of this Agreement.

6. The Purchaser is aware and agrees that:

- (i) The lift and open terrace attached to the Penthouse and facilities to be provided in the said Penthouse including swimming pool if provided therein shall be exclusively meant for use of the Occupants of the said Penthouse and will continue as limited common area;
- (ii) The said residuary building of the said building shall not form part of the said developers building.
- (iii) The Occupants of the said residuary building or additional portions and/or floors and/or their nominees/assigns shall be entitled to use all the common facilities and amenities including those of gymnasium, garden, etc., provided in the said Developers building, hereinafter called "the said common facilities and amenities " on the same terms and conditions as applicable to the Occupants of the said Developers building.

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(iv) The Occupants of residuary building /Additional Portions/
Additional Floors shall have uninterrupted access from the said
Developers Building.



It is agreed that the Developers will provide only a
shell flat (i.e. without any fixtures and fittings or interior walls). After the
possession of the said premises is handed over to the Purchaser she
shall at her cost install fixtures and fittings without in any way carrying
out any structural alterations or affecting RCC construction and without
committing any violation of BMC rules and regulations.

8. The Purchaser has paid to the Developers from time to time a
sum of Rs.5,00,000/- (Rupees Five Lakhs Only) towards part payment.
The balance of the purchase price of Rs.1,30,00,000/- (Rupees One
Crore Thirty Lakhs only) shall be paid by the Purchaser to the said
Developers in the following manners.

- (a) Rs.25,00,000/- on or before July, 2007
- (b) Rs.42,00,000/- on or before December, 2009
- (b) Rs.63,00,000/- on or before acquiring possession



9. The Developers shall obtain occupation/part occupation certificate
in respect of the said Developers building wherein the said premises is
situated prior to handing over possession of the said premises.

10. The time for payment of installments of agreed consideration
is the essence of the Agreement. The Certificate of the building

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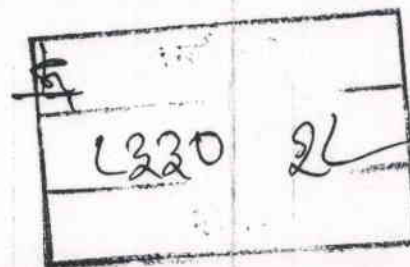
Engineer as to completion of any of the work mentioned in the preceding clauses shall be conclusive. The Purchaser agrees to pay to the Developers interest at 18% (eighteen percent) per annum on all the amounts which become due or payable by the Purchaser to the Developers, under Clause 8 above from the date any amount is due or payable by the Purchaser to the Developers until actual payment. This shall be without prejudice to the other rights and remedies of the Developers.

11. The Developers hereby further declares that the sale of the said premises shall have no relevance or connection with the residuary building of the said Metropolitan and Scott. who shall be entitled to deal with the same in such manner as they shall deem fit.

12. The Purchaser is aware that the Developers will be entering into similar Agreements with several other parties, in respect of other premises and/or Tenants/Occupants of the said old buildings in the said Developers Building containing almost similar terms and conditions or on different conditions depending on the understanding between the Developers and other prospective Purchaser, allottees with the variation/s in the sale price which may be mutually agreed upon between the Developers and each Purchaser.

13. The Developers have informed the Purchaser that the Developers will procure occupation/part occupation certificate and shall not be bound to obtain Completion Certificate from BMC. The Purchaser shall accept Occupation Certificate or part Occupation Certificate procured by the developers for the Developers building

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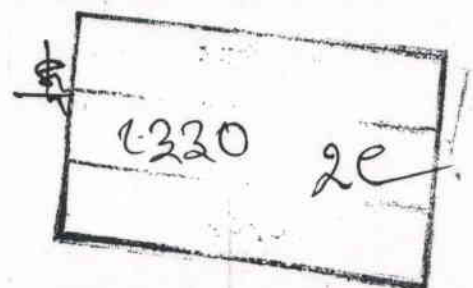


which, consist of the said premises and will take possession of the said premises upon the Developers intimating the Purchaser of they having obtained such occupation/part occupation certificate by making balance payment and shall not insist of any other formalities or work to be done by developers. The Certificate of the said Architects to the effect that such occupation/part occupation certificate is issued shall be conclusive.

14. The Purchasers and Allottees of all the premises comprising of the said Developers Building shall form a Co-operative Society or any other body of the Purchaser/Allottees after completion of the construction of the said developers building and after all the flats in the said developers building are sold/allotted. Upon formation of such Co-operative Society and if all the amounts payable to the Developers as provided herein are paid , the Developers shall execute and/or cause to be executed a lease in perpetuity in respect of the said Developers building as per the format of the Lease annexed hereto as **Annexure"E"** subject to use of the said facilities by the occupants of the said Owners portions of the said building provided to the said Owners.

15. The Developers shall give possession of the said Premises to the Purchaser on or before the 30th day of June, 2010. If the Developers fail or neglect to give possession of the said Premises to the Purchaser on account of reasons beyond its control and of its agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or dates prescribed in Section 8 of the

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said Act then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by the Developers (save and except the amount of interest which may have been paid by the Purchaser to the Developers for late payment of any installments) in respect of the said Premises with simple interest at nine percent per annum from the date the Developers received the respective amounts till the date the amounts and interest thereon are repaid.

16. Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of any phase of the said building is delayed on account of:

- a. non-availability of steel, cement or other building materials, water or electric supply;
- b. war, civil-commotion, strike/s of workmen labourers or other persons or Act of God, irresistible force or reasons beyond the control of or unforeseen by the Developers;
- c. any notice, order, rule notification of the Government and/or other public or competent body or authority or injunctions stay or prohibitory orders or directions passed by any Court, Tribunal Body or Authority;
- d. delay in issuing building occupation certificate by the concerned authorities;
- e. any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Developers which may prevent, restrict, interrupt or



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interfere with or delay the construction of building on the said land.

17. The Purchaser shall take possession of the said Premises within one month of the Developers giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation, by making payment of the last installment and all the balance amounts as provided herein.

18. At the time of taking possession of the said Premises and in any event within seven days of the receipt of the written notice from the Developers referred to above, the Purchaser shall fully satisfy herself with regard to the completion of the said Premises in all respects, as being in accordance with the terms and conditions of this Agreement and acknowledge in writing to that effect to the Developers and the Purchaser shall not thereafter have any complain whatsoever against the Developers in respect thereof.

19. The Purchaser shall, on or before taking delivery of possession of the said premises and in any event within seven days of the written notice from the Developers, pay to the Developers an aggregate sum of Rs.32751/- (Rupees Thirty Two Thousand Seven Hundred Fifty One only) made up of various deposits / charges / costs / contribution mentioned hereinabove and particularly set out in the tabular form below and all increases therein after the date hereof namely:

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Sr.No.	Amount	Particulars
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Rs.10,000/-

Legal costs charges and expenses for the preparation of various documents including Lease Deed .

2. Rs.251/-

Share money/Application Entrance Fee of the Society/ Condominium.

3. Rs.10,000/-

Proportionate provisional share of expenses and outgoings including property taxes (as may be applicable at the rates prevailing at the time of possession).

4. Rs.10,000/-

Deposit for water connection payable to Brihanmumbai Mahanagarpalika.

5. Rs.2500/-

Electrical Meter, installation and deposit payable to BEST Undertaking and or concern authority

Total Rs.32751/-



(Rupees Thirty Two Thousand Seven Hundred Fifty One only).

In addition, the Purchaser shall also deposit with the Developers, in advance, twelve months contribution towards outgoings as provided herein.

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no objection if any changes or modifications are made in the draft byelaws as may be required by the Registrar of Co-operative Societies.

On such Society being registered, the rights of the Purchaser will be recognized and regulated by the Bye-laws Rules and Regulation of the said Society. In the alternative, if the Developers so decides an Association of Apartment Owners being a Condominium, as contemplated under the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Rules framed thereunder shall be formed.

23. Commencing a month after notice, in writing, is given by the Developers to the Purchaser that the premises are ready for use and occupation (irrespective of whether possession is actually taken or not by the Purchaser), the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the built-up area of the premises) of all outgoings in respect of the said property (land, buildings and structures) including ground rents, lease rent, local taxes, rates, charges, cesses, betterment charges, assessments, levies and all other impositions made by the concerned local or public bodies or authorities and/or Government (State or Central) water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and electricity and telephone cables, water lines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the administration management and maintenance of the said Building or the said Property, as the case may be (hereinafter collectively referred to as "all outgoings) as specified in the Fifth Schedule hereto Until the Society is registered or the

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20. The Developers shall utilize and adjust the said sum of Rs.32751/- (Rupees Thirty Two Thousand Seven Hundred Fifty One only) paid by the Purchaser under clause 19 above for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Developers in connection with formation of the Society or Condominium, preparing Bye-laws, Rules and Regulations of the Society or Condominium as the case may be.

21. The Purchaser shall not use the said Premises or any part thereof or permit the same to be used for the purposes other than for residential purpose and shall use the Parking Space for purpose of parking the Purchaser's own vehicle.

22. The Purchaser, along with other Purchasers and occupants of the said developers building, shall join in forming and registering a Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 to be known by such name as the Developers may decide and for this purpose shall also, from time to time, sign and execute the application forms, for registration and/or membership and other papers instruments and documents necessary for the formation and registration of the proposed Society and for becoming a member, including adopting the bye-laws of the proposed Society and duly fill-in, sign and return the same to the Developers within fifteen days of the same being forwarded by the Developers to the Purchaser so as to enable the Developers to register the Society under Section 10 of the said Act. The proposed Society shall be formed only after the construction of the said building is completed. The Purchaser shall take

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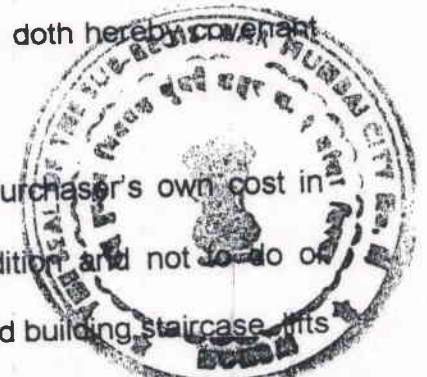
Condominium or any other body is formed (as the case may be) and the said Developers building is transferred to the Society or any other body by way of lease in perpetuity or the Deed of Apartment is executed in favour of the Purchaser (as the case may be) and the Purchaser shall pay to the Developers such proportionate share of outgoings as may, from time to time, be determined by the Developers.

The Purchaser further agree that till the Purchaser's share is so determined, the Purchaser shall pay to the Developers provisional contribution of Rs.10,000/- per month (Rupees Ten Thousand only) towards all outgoings or such other amounts as will be communicated from time to time by the Developers to the Purchaser in writing at a later date towards such outgoings. The Purchaser agrees and undertakes to pay to the Developers in advance twelve months' contribution (as may be determined by the Developers) at the time of taking possession of the said premises. Thereafter, every half-yearly the Purchaser shall pay in advance six months' contribution as may from time to time, be determined by the Developers and shall not withhold the same for any reasons whatsoever. The amounts so paid by the Purchaser to the Developers shall not carry any interest and shall remain with and shall be utilized by the Developers for meeting the expenses until the lease of the said Developers building is executed in favour of such Society or the Deed of Apartment is executed in favour of the Purchaser (as the case may be). If any balance is left and also the deposits as referred to herein above (less deductions provided in this Agreement) shall be paid over by the Developers to the Society or to the Condominium (as the case may be).

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24. Commencing a month after notice in writing is given by the Developers to the Purchaser that the Premises is ready for use and occupation, the Purchaser with intention to bind all persons into whose hands the said Premises may come, doth hereby covenant with the Developers as follows:

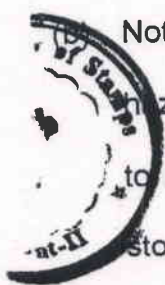


(a) To maintain the said Premises at the Purchaser's own cost in good tenantable repair, order and condition and not to do or suffer to be done anything in or to the said building staircase, lifts or any passage and other common areas and amenities which may be against the Rules, Regulations or Bye-laws of the Brihanmumbai Mahanagarpalika or the Government (State or Central) or other local or public bodies or authorities or the Society or Condominium (as the case may be) or change/alter or make addition/s or alterations in or to the said building and in the said Premises or any part thereof. However, the Purchaser shall be at liberty to make internal alterations or additions in the said Premises without damaging any columns, beams or other structural members of the said building after obtaining at her own cost the prior written approval of the Municipal and other competent authorities if so required and in accordance with their Rules, Regulations and Byelaws for the time being in force. The Purchaser shall not put up any decorations in or make any alterations additions or improvements to the exterior of the said Premises nor shall make any changes to the windows and glazing. The Developers and/or the Society, or Condominium will

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place nameplates and boards in specified areas and of sizes as may be approved by them;



Not to store in the said Premises any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building or storing of which goods is objected by the concerned local or other authorities or by the Society or Condominium and not to carry or cause to be carried heavy packages to upper floors of the said building which may damage or is likely to damage the staircases common passages or any other structure of the said building, including entrances of the said building. If any damage is caused to the said building or to the Premises on account of negligence or default of the Purchaser or her/his/its/their employees, agents, servants, guests or invitees in the behalf, the Purchaser shall be liable and responsible for the consequences of any breaches of these conditions.



- (c) To carry out at her own cost all internal repairs to the said Premises and maintain the same in good condition state and order and not to do or suffer to be done anything in or to the said building or in the said Premises which may be against the Rules, Regulations and Bye-laws of the concerned local or public authorities or Society or Condominium.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said

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Premises or any part thereof nor to cause alteration in the elevation sections and outside colour scheme of the said building, and the Purchaser shall keep the sewerages, drain pipes and all other amenities in the said Premises and appurtenances thereto in good tenantable repair order and condition and in particular so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner damage columns, beams walls, slabs or other structural members in the said Premises without the prior written permission of the Developers / Society / Condominium and wherever necessary of the Brihanmumbai Mahanagar Palika and other local Authorities;

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof whereby increase in premium shall become payable in respect of the insurance;
- (f) Not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the said building;
- (g) To pay to the Developers within seven days of demand by the Developers her share of security deposit demanded by the concerned local or public bodies or authorities or Government for providing water electricity or any other service connection to the said building;

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- (h) To bear and pay all rates taxes, cesses, assessments, water charges, electricity charges, insurance, outgoings and such other levies and impositions if any and all increases therein which are levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities;



The Purchaser shall at all time use the said Premises for purpose provided for only and the said car parking for parking their car only;

- (j) Until the full consideration as provided herein is paid to the Developers as provided herein the Purchaser shall not let sublet transfer, assign or part with the Purchaser's interest in or benefit of this Agreement or part with the possession of the Premises or any part thereof or the right to use car parking and only if the Purchaser is/are not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developers and has obtained their prior written consent which shall not be withheld unless the balance consideration as payable by the purchaser or the purchase is guilty of breach of non observance as provided herein.



- (k) The Purchaser shall observe and perform all the bye-laws, rules and regulations which the Society or Condominium may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said land and the building and other

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structures thereon and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authorities Government or other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society or Condominium regarding the occupation and user of the said Premises in the said building and car parking and shall pay and contribute regularly and punctually towards the property taxes, expenses and all other outgoings in accordance with the terms of this Agreement.

- (l) Until the lease is executed in favour of the society or any body of the Purchasers of the Flats of the Developers said building the Purchaser shall permit the Developers and its surveyors and agents with or without workmen and others at all reasonable hours to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good the damage and repair, if any, required by the Developers within fifteen days of receipt of such notice in writing by the Developers to the Purchaser;
- (m) The Purchaser shall be entitled to use the lifts in the said Developers building except the lift earmarked for Penthouse. All persons using the lift shall do so at their own risk. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by the passenger lifts. The Purchaser shall not cause any damage to the lifts, staircases

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common passages, or any other parts of the said building including the said premises;

(n) The lifts and staircases including passage area on each of the Floor for using the lifts and staircases (the passage area) shall constitute common area. The staircase and passage area shall be used in a reasonable manner for the purpose of ingress and egress only, and not for any storage purpose or for any other purposes.

(o) The Purchaser shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the said building or prejudicially affect the same.

(p) The Purchaser shall not park any vehicle in any part of the said building unless parking is allotted to the Purchaser.

(q) The Purchaser shall pay her proportionate share of stamp duty and registration fees in respect of the Lease in perpetually of the said Developers Building in favour of the proposed Society or the members of the Condominium as the case may be.

25. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser, allottees as advance or deposit amounts, amount received on account of the share capital for the formation of the Society or towards the outgoings, legal charges and shall utilize the said amounts only for the purposes for which they have been collected.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said

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Premises or of the said property or said building or any part thereof.
The Purchaser shall have no claim save and except in respect of the
said Premises hereby agreed to be sold/allotted to the Purchaser. All
open spaces, parking spaces, lobbies, staircases, terraces, recreation
spaces etc., will remain the property of the said Metropolitan and Scott
until the perpetual lease of the developers said building is executed in
favour of the Society or condominium as the case may be as provided
herein.

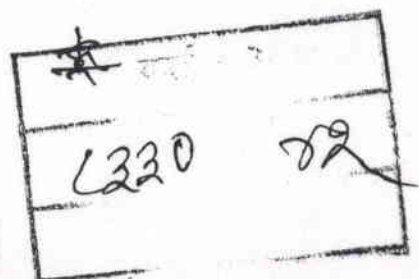
27. In the event of any additional FSI becoming available, the said
Metropolitan and Scott (in addition to their rights to the said residuary
building of the said building) shall become entitled to construct further
additional floor and/or additional structure or structures on the said
building and/or in the said residuary building and /or in any other
residuary rights of the said property and sell the premises residuary
building or in such additional floor and/or additional structure or
structures in such manner as they may deem fit. In the event of the said
Metropolitan and Scott constructing any additional floor or structure on
the said Developers building, the Purchaser of such premises shall be
enrolled as members of the Co-operative Society, if the same is already
formed. The Purchaser hereby give her irrevocable consent to the said
Metropolitan and Scott for carrying out construction of additional floor/s
and additional structure/s in accordance with and in conformity with the
plans as may be approved by BMC.

28. It is hereby expressly agreed and confirmed by the Purchaser
that the right of the said Metropolitan and Scott to construct additional

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structure/s on the said Developers building or put up further additional floors on the said Developers building now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Purchaser and the Purchaser will not in any manner object to the said Metropolitan and Scott constructing such additional structures or carrying out any additional construction work on the said Developers Building now under construction. The Purchaser

also agrees and undertakes to give full co-operation and all the facilities to the said Metropolitan and Scott to carrying out additional construction work on the said building now under construction and/or construction of additional structures on the said property.

29. Any delay tolerance or indulgence shown by the Developers in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchaser by the Developers, shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.

30. The Purchaser is informed by the Developers that the arrangement for water supply will be made as per prevailing rules and regulations of BMC at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Developers and/or on behalf of the Developers to BMC subject to any terms and conditions, which may be stipulated by BMC. In spite of this, if

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any shortage of water supply occurs, the Developers shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements on their behalf. Any deposit or deposits required to be paid by the Developers to BMC in that behalf or to be paid by the Developers, out of the deposits to be paid by the Purchaser to the Developers under and if the Developers shall pay the said deposits or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Developers.

31. The Purchaser shall have no claim or right to any part of the said property and also to any part or parts of the said Developers building other than the said premises agreed to be taken by him/her. All lobbies near lift and staircases, remain the property of the Developers until the lease in perpetuity of the said Developers building is executed in favour of the Co-operative Society or the condominium as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the said Metropolitan and Scott as herein provided.

32. The Developers shall be entitled to give terrace adjoining to any of the premises to the Purchasers thereof for his/ her exclusive use as "Terrace Flat" and the Purchasers of the other premises shall not be entitled to raise any objection for the same.

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33. Irrespective of dispute, if any, arising and/or pending at any time between the Developers and the Purchaser and/or Co-Operative Society or any other body of Purchaser all amounts, contributions and deposits including amount mentioned hereunder, payable by the Purchasers to the Developers under this Agreement shall always be paid punctually by the Purchaser to the Developers and shall not be withheld by the Purchaser for any reason whatsoever.

34. The Purchaser hereby agrees that in event of any amount payable by way of premium to the Municipality or to the State Government or betterment or development charges or assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable after the date of handing over possession of the said premises to the Purchasers by the Developers and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Developers the same shall be borne and paid by the Purchaser in proportion to the area of the said premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Developers shall be final, conclusive and binding upon the Purchaser.

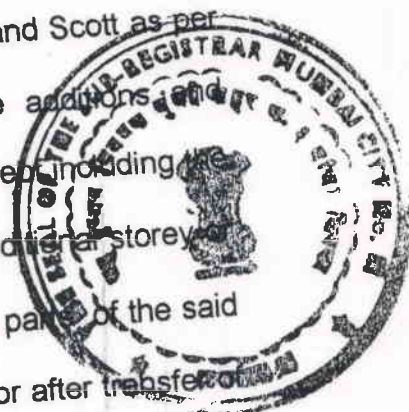
35. The Purchaser shall permit the Developers and their Surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said

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premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, part structures or other conveniences belonging to or used for the building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, and for similar purposes and also for the purpose of cutting off the supply of water to the said premises or any other premises, in case the Purchaser or other Purchasers shall have made any default in paying her share of water charges/tax.

36. The Developers and/or the said Metropolitan and Scott as per their respective rights shall have a right to make additions, alterations to the said building or any part or parts thereof including the said premises however the right to raise or put up additional storeys or structures on the open land or open part or parts of the said building including terraces at any time either before or after transfer of the property and such right shall include the right to use the floor space index or the additional floor space which may be available in respect of the said property or other land at any time in future as may be permitted by BMC and such additional floor space index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the said Metropolitan and Scott who shall be entitled to deal with or dispose of the same in any manner they choose without any objection or hindrance from the Purchaser, and the Purchaser hereby consent to the same. The Purchasers shall not be allowed the use of the terrace and parapet

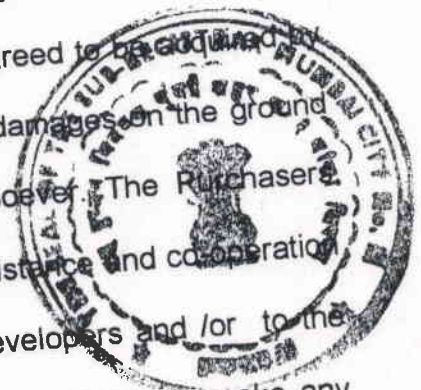


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walls of the terrace and the said Metropolitan and Scott shall have always the exclusive use of the said terrace and parapet walls and shall always be the property of the said Metropolitan and Scott. The Agreement with the Purchasers of the said premises in the said developers building shall be subject to the aforesaid right of the said Metropolitan and Scott who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement and signboard or erection of tower and the Purchaser shall not be entitled to raise any objection or to seek any abatement in the price of the said premises agreed to be acquired by the Purchaser and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. The Purchaser hereby agrees that all necessary facilities, assistance and cooperation will be rendered by the Purchasers to the Developers and/or to the said owners to enable the said Metropolitan and Scott to make any additions and alterations and/or to raise additional floors or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by BMC and the Purchaser hereby further agrees that after the proposed Co-operative Society is registered, the Purchaser as members of such Society shall accord her/her consent to such Society for giving to the said Metropolitan and Scott and give full facility, assistance and Co-operation to enable them to make the said additions and/or alterations and/or additional storey or storeys or structures as aforesaid and to make the said additional storey or storeys or structures which may be constructed by them and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper



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floors when so constructed and Purchaser hereby consent to the same being done by the Metropolitan and Scott PROVIDED that as long as the said Metropolitan and Scott do not in any way affect or prejudice the right hereby granted in favour of the Purchaser. The said Metropolitan and Scott shall always be entitled to sell, assign or otherwise deal with or dispose of their rights, title and interest in the said residuary building or additional portion or additional floors on the said building.

37. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and the Rules made there under.

38. Upon the said Developers Building being completed in all respects and after all the Flats in said developers building are sold and or allotted, the Developer shall cause the said Metropolitan and Scott to execute a perpetual lease in respect of the said Developers building in favour of the Co-operative Society or body formed by the Flat Purchasers. All stamp duty, registration charges, cost charges and expenses for finalizing the lease and any such other documents shall be borne by all the Flat Purchasers proportionately.

39. Until the perpetual lease of the Developers said building is executed in favour of a Co-operative Society or body formed by the Flat Purchasers or in case a Condominium is formed until all the Deeds of Apartment in favour of Purchasers of the premises in the said developers building are executed, the Developers shall, at all times, have the sole control and authority in respect of all the matters concerning the said developers building only and in respect of further

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constructions and completion thereof the said Metropolitan and Scott shall have absolute authority and control, as regards the residuary rights and the consideration for which the same shall be sold as also the entitlement of any further FSI. owners shall have absolute authority.

The Developers will also control the management of the property and realization of the outgoings and the disbursement of the payment to be made by the Purchaser and other Purchasers of the premises in the said developers building and the Purchaser and other Purchasers of the premises in the said developers building will not raise any objection to the aforesaid right of the Developers. The Developers shall always be entitled to let, sublet or give on leave and licence or otherwise to persons or parties of their choice or to use any of the unsold premises in the said developers building.

40. The Purchaser alone shall bear the stamp duty and registration charges on this Agreement in conformity with the provisions of the Bombay Stamp Act, 1958 and Registration Act, 1908. The Purchaser shall also be liable to bear and pay her proportionate share of stamp duty and registration fee on the document to be executed in favour of the Society or, (as the case may be) in favour of the members of the Condominium and the Declaration and the Deed of Apartment in favour of the Purchaser or any other documents or instrument of transfer in respect of the said land and said developers building.

41. (a) The Purchaser shall on the execution hereof present this Agreement at the proper registration office for registration within the time limit prescribed (presently within four months from the

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date of execution of this Agreement) by the Registration Act, 1908 and the Developers will attend such office and admit execution thereof by them respectively;

(b) The Purchaser shall inform the Developers, in writing, the serial number and the date on which this Agreement is so lodged and the date upon the Developers will attend the Sub-Registrar's Office and admit execution thereof by them, provided that the Purchaser has given notice sufficiently in time (not less than fifteen days) to enable the Developers to arrange for admission of execution. The Purchaser is/are aware that it is mandatory under the Maharashtra Ownership Flat Act, 1963 to register this Agreement. In the circumstances, the responsibility for presenting this Agreement for registration shall be that of the Purchaser alone and the Developers shall give their full co-operation for the same;

(c) If the Purchaser fails and/or neglects to present this Agreement for registration within the stipulated period, whatever be the reason, the Developers shall not be responsible for such non-registration as also the consequences arising there from and the Purchaser shall keep the Developers indemnified against the consequences thereof;

(d) The Purchaser shall continue to pay to the Developers the installments on the dates/periods, as provided in this Agreement inspite of failure or neglect by the Purchaser to present this Agreement for registration and to admit execution thereof by the



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Purchaser and until this Agreement is registered and thereafter the Purchaser hereby agrees and undertakes to make such payments without raising any dispute objection or contention whatsoever.



All letters, circulars, receipts and/or notices to be served on the Purchaser as contemplated by this Agreement, shall be deemed to be validly and effectively served, if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting/ Speed Post/Courier/hand delivery at her/her/its/their address specified below or such other address as the Purchaser may hereafter notify in writing to the Developers.

Name: ARVIND J. SHAH

Address: 707, Royal Palace,
Ghodhdhod Road,
Surat,



In case of any change of the aforesaid address, the Purchaser shall forthwith intimate the new address to and the Developers.


43. The Purchaser will always abide by all the Rules and Regulations that may be framed from time to time by the Developers and/or the Society/Condominium for the maintenance and upkeep of the said developers building.

44. If the Purchaser neglect/s, omit/s or fail/s for any reason whatsoever to pay to the Developers any part of the purchase price due and payable by the Purchasers under the terms and conditions of this Agreement within the time herein specified or if the Purchaser shall in

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any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to, the Developers shall after giving 15 days notice in writing under Certificate of Posting at

The address mentioned herein calling upon to Purchaser to make balance payment and/or to rectify the breaches and if Purchaser failed to effect said payment and rectify the breaches within stipulated period, the Developers shall be entitled to re-enter upon and resume possession of the said premises and of everything whatsoever therein

and this Agreement shall cease and stand terminated and shall be entitled to forfeit earnest money out of the amount already paid to the Developers. In case full purchase price is paid, till the said property

together with the Developers said building is lease out to a Society or body of the Flat Purchasers and if amount of municipal taxes/maintenance and other outgoings remain unpaid for a period of Nine Months than in that case the Developers shall after giving one months notice in writing by delivering at the premises mentioned above

shall be entitled to terminate this Agreement and thereupon consequences as provided in earlier part of this clause shall follow

PROVIDED THAT if the Agreement is terminated, the Developers shall also be entitled to sell and dispose off the said premises to any third party at the risk of the Purchaser and to appropriate and forfeit the purchase price and/or the amount paid by the Purchaser to the Developers.

45. The Developers shall, in respect of any amount liable to be paid by the Purchaser to the Developers under or by virtue of this Agreement, remain unpaid, then the developers shall have a first lien

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and charge on the said Premises as long as the same shall remain unpaid.

46. The Developers said building shall always be known as

_____ " and the name of the Society or
Condominium to be formed shall be known as " _____

Co-operative Housing Society Limited" or " _____ "

(as the case may be) and such name shall not be changed at any time
in future without the prior written permission of the Developers even

after the perpetual Lease is executed in favour of the Society or any
other body of the Purchaser of the premises in the said building. The

covenant contained in this clause shall be binding upon the Society and

the Condominium and Apartment Owners, (being the successors and
interest of the Developers) and its/their assigns.

47. All disputes differences or questions whatsoever which may,

at any time hereafter (whether during the continuance of this
Agreement or upon or after its discharge or determination), arise

between the parties hereto or their respective successors-in-title or
representatives and permitted assigns touching or concerning this

Agreement or its construction or effect or as to the rights duties
obligations and liabilities of the parties hereto or either of them under or

by virtue of this Agreement or otherwise or as to any other matter in any
way connected with under or arising out of this Agreement or in relation

to the subject matter of this Agreement, shall be referred for
adjudication thereof by a sole arbitrator to be named or nominated by

the Purchaser out of a panel of four names to be furnished by the



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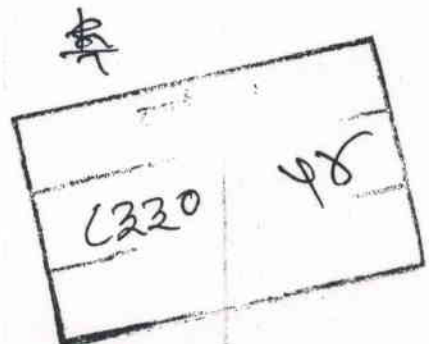
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Developers. Provided That Arbitrator to be named or nominated by the Developers shall be either an Advocate or an Architect of more than 10 years standing. Such arbitration proceedings shall be governed by and determined in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and in accordance with the provisions thereof. The arbitration proceedings shall be held in Mumbai.

48. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement. The Purchaser hereby expressly admits acknowledges and confirms that no terms conditions particulars or information whether oral written or otherwise given or made or represented including those contained/given in any advertisement or brochure or publicity materials by the Developers and/or its agents to the Purchaser and/or her/her/its/their agents other than such terms conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Purchaser to enter into this Agreement.

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IN WITNESS WHEREOF the parties hereto have hereunto
executed these presents (in duplicate) the day, month and year first
hereinabove written.



THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of pension and Tax Tenure Land or
ground (the cess whereof, has been redeemed) together with the
messuages, tenements or buildings standing thereon, situate lying and
being at junction of Ridge Road & Harkness Road, in the Registration
District and Sub-Division of Bombay City and Bombay Suburban
Containing by admeasurement 1643 Square yards, equivalent to
1,373.76 square meters or thereabout and registered by the Collector of
Land Revenue under Old No. 572, New No. 2699, Old Survey No. 21,
and New Survey No. 7241 and Cadastral Survey No. 168 of Malbar Hill
& Cumballa Hill Division and assessed by the Assessor and Collector of
Municipal Rates and Taxes under "D" Ward No. 3192(1) and Old Street
No. 98 and New Street No. 52 and bounded on the East by the Public
Road called Ridge Road; on the West formerly by the Property of
Flora Simoon Abraham Nathan and now of Lallobhai Nathoomal; On
the South partly by the Property of Chunilal Bhaichand Mehta and
partly by the property of Bhawanidas N. Motiwalla and on the North by
the Harkness Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground of Pension and Tax Tenure (which tenure has been abolished) together with messuage or building standing thereon situate lying and being on the West side of Ridge Road and Harkness Road, Malabar Hill, Mumbai in the Registration Sub-District of Mumbai City admeasuring 869 square yards equivalent to 726.48 sq. metres as per documents and 792.39 sq. yards equivalent to 662.52 sq. metres as per Collector's record inclusive of the area of the common gully to the South thereof and entered in the books of the Collector of Land Revenue under Dada Dar Survey No.169, Malabar and Cumballa Hill Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under 'D' Ward No.3191, Old Street No.96 and New Street No.54 and bounded on the East by the Ridge Road, on the North and West by the property of the Sir Chunilal Bhaichand Mehta, on the South by a common gully and beyond that by the property of Bhawanidas Narandas Motiwalla.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground of Pension and Tax Tenure (which tenure has been abolished) and all that piece or parcel of pension and Tax Tenure Land or ground (the cess whereof, has been redeemed) situate lying and being on the Ridge Road and Harkness Road, Malabar Hill, Mumbai respectively in the Registration

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District and Sub-Division of Bombay City and Bombay Suburban
Containing by admeasurements 1643 Square yards, equivalent to
1,373.76 square meters and admeasuring 869 square yards equivalent
48 sq. metres as per documents and 792.39 sq. yards
equivalent to 662.52 sq. metres respectively and entered in the books
of Collector of Land Revenue under Cadastral Survey No.168 and 169
of Malabar Hill & Cumballa Hill Division and assessed by the Assessor
and Collector of Municipal Rates and Taxed under "D" Ward No.3191
and 3192(1), Old Street No.98 and 96, New Street No.52 and 54 at the
Ridge Road and Corner of the Harkness Road.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES:

1. Staircase and Lift Well and lifts, Car Lifts, all lift Rooms.
2. Passage of each floor to the extent required to use staircases and lifts.
3. Garden and open terrace on 1st Floor of Developers building.
4. Overhead and suction water storage tanks.
5. Electric Meter Room.
6. Pump Room.

LIMITED AREAS AND FACILITIES WHICH ARE NOT ALLOWED TO
BE USED BY OTHER PURCHASERS/TENANTS EXCEPT THE
RESPECTIVE PURCHASERS/ALLOTTEES/USERS. :

1. Terrace attached to a particular Flat.

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1. Terrace attached to a particular Flat.
2. Passage of each floor (except passage required to use staircase and lifts).

3. Parking Space in Basement under Stilt/Podium, save and except as provided hereunder.

4. Lifts constructed for Penthouse.

5. Swimming pool and other facilities provided in Penthouse.

:THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Particulars of outgoing and expenses payable by the Purchaser)

1. The expenses to maintaining, repairing, redecorating etc. of the buildings and in particular the roof, gutters and drains, water pipes of the buildings, water pipes and electric wiring in and under or upon the buildings or enjoyed or used by the Purchaser in common with the other occupiers of other flats and offices and the main entrance passage, landing and staircases of the said buildings as enjoyed by the Purchaser used by him/her/them in common as aforesaid and the boundary compound walls of the buildings, compounds, terraces etc.
2. The costs of cleaning and lighting the passages, landing, terraces, staircases and other parts of the said developers buildings so enjoyed or used by the Purchaser aforesaid.
3. Maintenance of Garden gymnasium, swimming pool and recreation place and equipments, internal passages, compounds etc.



+ Anand J. J. [Signature]

(4)

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4. The costs of decorating the exterior of the building.

5. The costs of the salaries of clerks, bill collectors, sweepers, lift, attendants, watchmen, security guards, water connections, supply of electricity etc.

6. The costs of working and maintenance and replacement of water pumps, lifts, lights, sewerages, pumping station fire fighting equipments and other services.

7. Municipal and other taxes.

8. Premium of the Insurance of the buildings.

9. Legal expenses and other professional charges and incidental costs to be incurred.

10. Cost of motive power-machine i.e., oil operated/ electric pump, motor and its maintenance and replacement, etc.

11. Such other expenses necessary or incidental for the maintenance and up keep of the building.

12. Deposits like electric meters, water meters paid to the Municipal Corporation of Greater Mumbai.

SIGNED AND DELIVERED by the) For Anchor Daewoo Industries Ltd.

with in named : DEVELOPERS)

Anchor Daewoo Industries Ltd.)

in the presence of)

Handwritten signature: *Amir Jish*

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SIGNED AND DELIVERED)

by the withinnamed : PURCHASER)

ARVIND J. SHAH)

in the presence of)

+ Arvind J. Shah
(54)



RECEIVED from the withinnamed)

Purchaser a sum of Rs.5,00,000/-)

(Rupees Five Lakhs only) by Cheque No.)

637907 dated 29.12.2009 leaving the)

balance of Rs.1,30,00,000/- (Rupees One)

Crore Thirty Lakhs Only) to be paid as within)

mentioned

) Rs.5,00,000/-



WITNESS:

WE SAY RECEIVED,
For ANCHOR DAEWOO INDUSTRIES LTD.

Arvind J. Shah
50/11

(AUTHORISED SIGNATORY)

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Annexure A

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
Prepared under Section 202 of the Maharashtra Land Revenue Act, 1958

Divisional Survey Officer
Register No. 302
Page No. 24

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. District Survey No.	5. Tenure	6. Area in Sq. Yds./Mts.	7. Length Survey No.	8. Collector's Seal No.
15	1022 RD. 1, PANDRAO RD.	15, RD. 1, PANDRAO RD.	15	1022 RD. 1, PANDRAO RD.	15, RD. 1, PANDRAO RD.	15	15

Checked by: *Surya Kulkarni*
Collector's Seal No. 15
Collector's Seal No. 15

1. Name of Person in Possession of Property
2. Name of Person in Possession of Property

1. Name of Person in Possession of Property
2. Name of Person in Possession of Property
3. Name of Person in Possession of Property
4. Name of Person in Possession of Property
5. Name of Person in Possession of Property
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1. Name of Person in Possession of Property

1. Name of Person in Possession of Property
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9. Name of Person in Possession of Property
10. Name of Person in Possession of Property



15. Grant
16. Grant
17. Grant

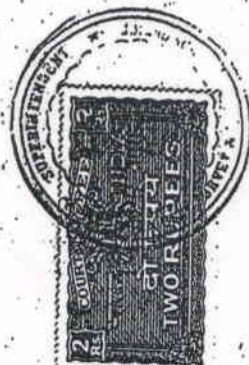
13. Lease from Public Body or Founder

13. Original Grant from Govt. if any

17. Remarks

9. Continued

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2. Continued

ARRESTMENT FILED AS PER LAW 1959 AND WINE ORDER NO. 1001747.
 2 HILL C.S. NO. 148 DATED 11-12-60 ISSUED BY THE DEPUTY CLERK.
 CHANGE NAME FROM JAMES, SPOHN CITY. ORDER FILED IN FILE NO. 1001747.
 2 HILL DIVISION.

THE SHOW OF NEED OF MORTGAGE TO PERSONS OF 25-42 YEARS IN CIL.
IT IS HERE IN CANCELLED AS THE SUB NO. 105 OF 1952 DISMISSED OF THE

DE-31-M-15095-95
 RE-33-M-15095-95
 DE-33-M-15095-95

Office of Application: MUSEA K. K. K. K. K.
Date of Application: 02/02/76
Fee received: Rs. 1111139.00
Date of issue: 28/04/76
Reference of issue: 02016794

Particular "1" Brackets should also be checked.

File 1 - This is a transcript of the extract of C-3 register which forms part of this office record and the area of the property referred to therein is 1315 26 St. at 15th,
(ONE THIRTEEN HUNDRED THREE HUNDRED EIGHTY THREE POINT SEVENTY SIX ST. at 15th ST., D.C.)
which has been verified with the original record and found correct.

Superintendent
Habitat City Survey and Land Records

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ANNEXURE - 'C'

MUNICIPAL CORPORATION OF GREATER MUMBAI

No.EEBPC/ 6629 / D.'A.

To,
Kapadia Associates Pvt. Ltd.
109/209 Sumer Kendra,
Pandurang Bhudkar Marg,
Worli, Mumbai.

3/2/06

Ex. Eng. Bldg. Port Trust (City) - I,
'E' Ward Municipal Offices 3rd Floor,
10 S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

Sub: Proposed joint development building on plot
bearing C.S.No.168, 169 of Malbar Hill Divn.,
at the Jn. Of Ridge Road & J. Mehta Marg.

Ref: Your letter dated 23.1.2006.

CERTIFIED TRUE COPY

Sir,

J. K. Kapadia
FOR R. C. KAPADIA

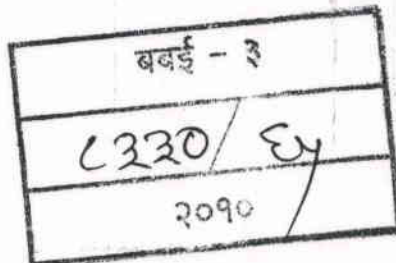
With reference to above letter this is to inform you that the amended plans
submitted by you are hereby approved subject to following conditions :

1. That all the conditions of I.O.D. under even No. dated 19.6.99 and amended plan approved letter dated 27.1.2000, 14.6.2002 & 12.3.2003 & 6.9.2005 shall be complied with.
2. That the revised structural design/calculations/details/drawings shall be submitted before extending C.C.
3. That the C.C. shall be got endorsed as per the amended plan.
4. That the work shall be carried out strictly as per approved plan.

A set of amended plans duly stamped/signed is hereby returned as a
token of approval.

Yours faithfully,

[Signature]
Executive Engineer,
Building Proposals(City)-I.



MUNICIPAL CORPORATION OF GREATER MUMBAI

Reg. No. 1011/1965-1966
Ward Municipal Offices,
10th Floor, 10th Floor, 10th Floor,
Mumbai, Maharashtra 400 005

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/6629 IDIA of 17-5-2010

COMMENCEMENT CERTIFICATE

To,

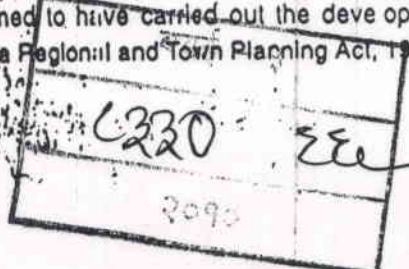
Shri R.P. Karami
Director of Metropolitan Prospective
Art Ltd. Krishna Chambers, 3rd Floor
New Marine Under Mumbai 400 020



Sir,

With reference to your application No. 1-10-99 dated 1-10-99 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development for Proposed Development on plot bearing No. 168 of Malabar Hill Town Fringe Road & Harkness Road and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. 168 M.H.71 on Plot No./C.S.No./C.T.No. 168 M.H.71 Division/Village/Town Planning Scheme No. 168 M.H.71 Situated at Road / Street Fringe Road & Harkness Road Ward 30 the Commencement Certificate/ Building permit is granted on the following conditions:-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
 - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1965.



P.T.O.

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him. *The c.c. is valid up to top of the basement for portion below wing 'A' only.*
 8) The Municipal Commissioner has appointed Shri. S. L. Jadhav Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto 16-5-2001



For and behalf of Local Authority
 Municipal Corporation of Greater Mumbai.

Sd/-
 Assistant Engineer
 Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/6629/DIA OF 17-5-2000

COPY to Architect

AEBC-1 (City)

EB/6629/DIA dt 9/7/00

This c.c. is further endorsed up to 14/6/2002 as per amended plan approved on 14/6/2002

EB/6629/DIA dt 12/3/03 AEBC(III)

This c.c. is further endorsed up to 8th floor as per amended plan approved on 12/03/03

EB/6629/DIA dt 13/2/2004

This c.c. for entire work except at 83'0 LVL

EB/6629/DIA dt 24/2/2006

This c.c. is endorsed as per last amended Approved plan dt 3/9/06 and granted full c.c. for entire work

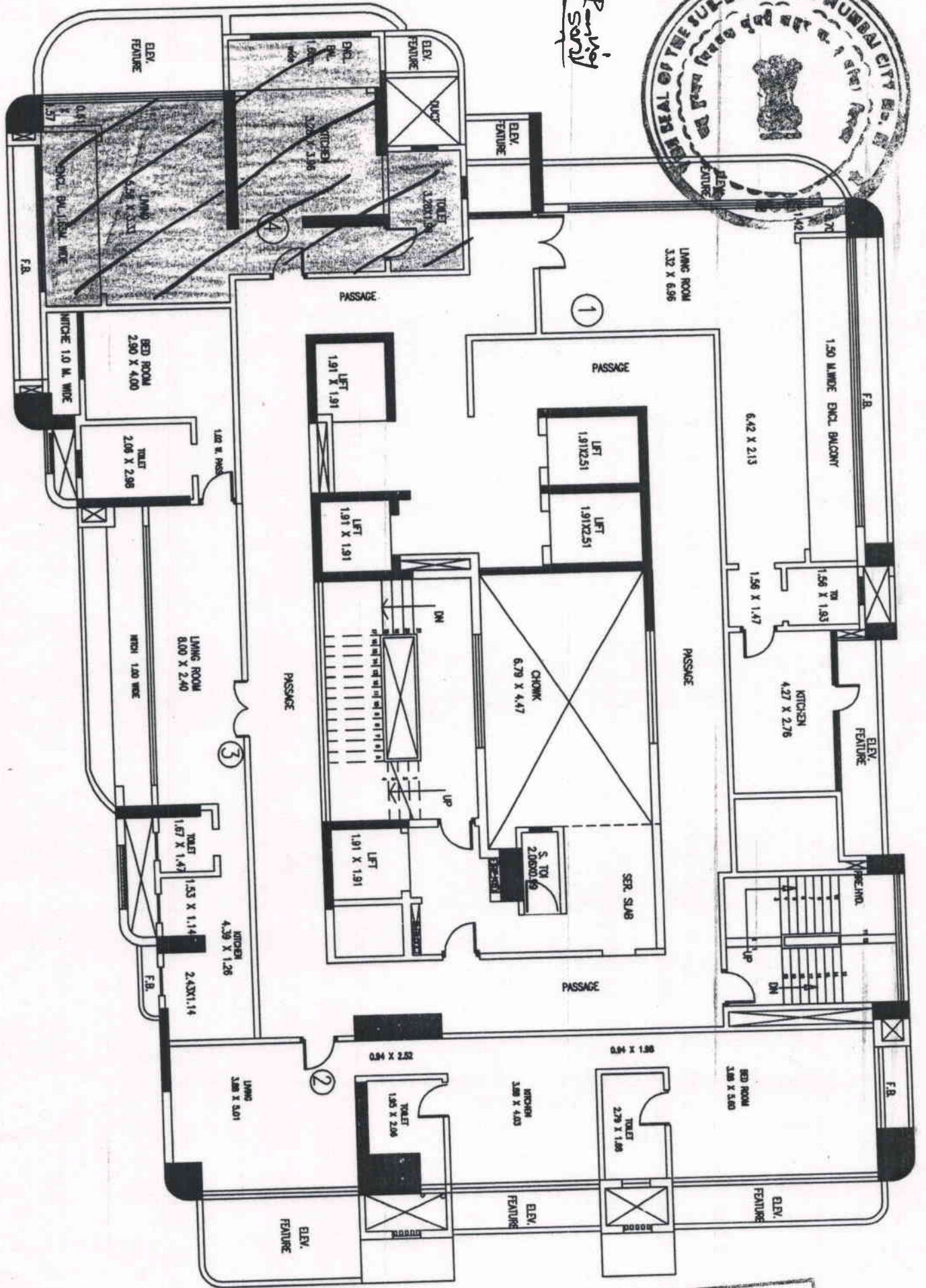
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Sd/-
 AEBC(III)

ANNEXTURE - 'D'



Handwritten signature/initials



6TH FLOOR. PLAN

Handwritten notes:
 x Amul J...
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ANNEXTURE - "E"

DRAFT



THIS INDENTURE OF LEASE IN PERPETUITY made at
Mumbai this _____ day of _____, 200__ Between
METROPOLITAN PROPERTIES PRIVATE LIMITED, a Company
registered under the Companies Act, I of 1956, having its
registered office at 52, B.G. Kher Marg, Mumbai-400 006,
hereinafter called "the First Lessor" (which expression shall unless
it be repugnant to the context or meaning thereof mean and
include its successors) of the First Part; (:) SUMERMAL
HAJARIMALJI SHAH for self and as Karta and Manager of
SUMERMAL HAJARIMALJI SHAH HUF consisting of himself,
MRS. SUABAI S. SHAH, RAMESH S. SHAH and MRS. PAVAN

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R. SHAH, as its members (1a) the said MRS. SUABAI S. SHAH, (1b) the said RAMESH S. SHAH and (1c) the said MRS. PAVAN R. SHAH, (2) MRS. SUABAI SUMERMAL SHAH, (3) RAMESH S. SHAH for self and as Karta and Manager of RAMESH S. SHAH HUF consisting of himself, the MRS. PAVAN R. SHAH, DEEPAK R. SHAH, Ms. RUCHITA R. SHAH and RAHUL R. SHAH as its members (3a) Mrs. PAVAN R. SHAH, (3b) DEEPAK R. SHAH, (3c) Ms. RUCHITA R. SHAH and (3d) RAHUL R. SHAH, (4) MRS. PAVAN RAMESH SHAH; (5) MRS. MOHINIBAI MANAKCHAND LOONKAR, (6) MILAN alias MAHENDRA MANAKCHAND LOONKAR, (7) MRS. MANJU BHARAT SHAH, (8) KISHORMAL H. SHAH HUF consisting of himself, BHARAT K. SHAH and MRS. MANJU B. SHAH (8a) BHARAT K. SHAH, (8b) MRS. MANJU B. SHAH, (9) DEEPAK RAMESH SHAH, (10) RAHUL RAMESH SHAH, all hereinafter called "the Second Lessors" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs executors and administrators of the Second Part, the First Lessor and the Second Lessors, hereinafter collectively called "the Lessors";

SCOTT REMEDIES PRIVATE LIMITED, a Company registered under the Companies Act I of 1956, having its administrative office at 54, B.G. Kher Marg, Mumbai-400 006, hereinafter called "the First Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Third Part; **ANCHOR DAEWOO INDUSTRIES LIMITED**, a Company registered under the

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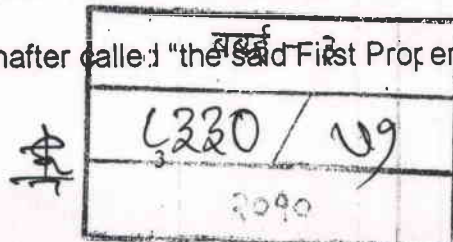
Companies Act, I of 1956 having its registered office at G-9, 2nd Floor, Basushree Building, Cross Road-A, MIDC, Andheri (East), Mumbai-400 093, hereinafter called "the Second Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor) of the Fourth Part, the First Confirming Party and the Second Confirming Party", hereinafter collectively called "the Confirming Parties"; And

CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Society registered under Maharashtra Co-operative Societies Act, 1960 under No. _____ having its office at

_____ hereinafter called "the Lessee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Fifth Part;

WHEREAS:

- (1) At all material times the First Lessor was seized and possessed as Owners of property together with old buildings known as "Sagar Deep Buildings" standing thereon, hereinafter collectively called "the said Sagar Deep Buildings" situate at 52, Ridge Road, Mumbai-400 006, bearing C.S. No.168 of Malabar and Cumballa Hill Division, hereinafter called "the said First Property";





- (2) At all material times the Second Lessors were seized and possessed of property together with building known as "Shiv Sadan" standing thereon, hereinafter called "the said Shiv Sadan Building" situate at 54, Ridge Road, Mumbai-400 006, situated adjoining the said First Property bearing C.S. No.169 of Malabar and Cumballa Hill Division;
- (3) By an Agreement dated 21st November, 2003 and registered with the Sub-Registrar of Mumbai under Serial No.BBE-1-1309 of 2004, hereinafter called "the said Development Agreement" the Second Lessors entrusted development rights in respect of the said Second Property subject to the said arrangement with the tenants of the said Shiv Sadan building unto the First Confirming Party on the terms and conditions and for the consideration contained therein and in pursuance thereof the Second Lessors had put the First Confirming Party in possession of the said Second Property;
- (4) The First Confirming Party has paid full consideration payable to the Second Lessor under the said Development Agreement in respect of the said Second Property;
- (5) In pursuance of the said Development Agreement, the Second Lessors executed Power of Attorney dated 21st November, 2003 in favour of the nominees of the First Confirming Party;

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EEBP/6629/D/A dated 3-2-2006 dated EEBP/6629/D/A.

dated 3-2-2006;

(10) By a Development Agreement dated 31st March, 2007 and registered with the Sub-Registrar of Mumbai under Serial No. _____, 2007 the First Lessor and the First Confirming Party entrusted development rights unto the Second Confirming Party for construction of the propose building to be constructed by the Second Confirming Party on the said property in accordance with the said approved plans or modifications thereof out of which part of the said building was to enure for the benefit of the Second Confirming party hereinafter called "the Developers Building" and the remaining part of the said building hereinafter called the residuary building was to enure for the first Lessor and first confirming party hereinafter called the residuary building with a condition that the Second Confirming Party will in the first instance provide permanent alternate accommodation to the tenants occupying old buildings in the said developers building; and will be entitled to sell remaining premises in the said Developers building on ownership basis and that the First Lessor and the First Confirming Party will execute or cause to be executed lease in perpetuity only of (the said developers building only;

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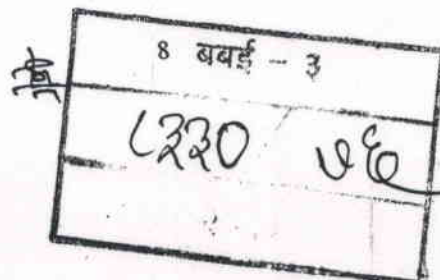
of Developers building have formed themselves into a Co-operative Housing Society viz. the Lessee herein.

(16) At the request of the Confirming Parties and the Lessee the Lessors have agreed to grant lease in perpetuity of the Developers building described in the Second Schedule hereunder written unto the Lessee on the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises and in further pursuance of the rent, covenants and conditions hereinafter contained, the Lessors hereby demise unto the Lessee all that Developers Building described in the Second Schedule hereunder written standing on the said property situate at 52/54, Ridge Road, Malabar Hill Division within Greater Mumbai in the Registration District and Sub-District of Mumbai City which the said Developers Building is shown on the plan annexed hereto in red colour, hereinafter called "the demised property," for a period in perpetuity commencing from _____.

2. It is agreed that:

- (a) The present demise is only of the Developers building described in the Second Schedule hereunder written and the Lessee will have no right, title, interest or claim in the remaining part of the said building or in the said property;





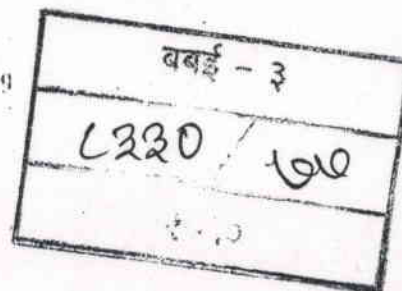
- (b) The Lessee shall not be entitled to benefit of any additional construction or additional FSI that may become available on the said property and the first Lessors and first confirming party alone shall be entitled to the same

3. It is further agreed as under:

- (a) The Lessee shall be entitled to assign or transfer the demised premises;
- (b) The Lessee shall also be entitled to repair reconstruct or rebuilt the said building at their own cost and expenses without the consent of Lessors.
- (c) The Lessors shall not be entitled to terminate Lease granted hereby at any stage for any reason whatsoever.

4. The Lessee doth hereby covenant with the Lessors as under:

- (a) To pay during the term of the demise to the Lessors the said annual rent of Re.1/- (Rupee One only) hereinabove referred to if demanded by the Lessors;
- (b) To pay all Municipal and Government property taxes, rents, cesses, rates, charges, proportionate and all other outgoings whatsoever which are payable and which may be levied or imposed hereinafter by any Government, Local or public body or authority and become payable whether by





the Lessors or the Lessee or otherwise howsoever and whosoever in respect of the said demised building and/or the constructions thereon and/or the proposed building. Since, the proposed building on the said portion is being constructed by the Second Confirming Party, the Lessors are not liable to pay any municipal taxes either during the stage of construction. At present proportionate Collectors assessment payable in respect of the said demised property is Rs. _____/- (Rupees _____ only) per annum. All municipal taxes, cesses, charges, other outgoings and proportionate collectors assessment shall be payable by the Lessee from the date of issuance of Occupancy Certificate in respect of the said developers building and shall keep the Lessors and Confirming Parties indemnified from and against the same. All such taxes for the period prior hereto shall be paid by the Lessors. The First and the Second Confirming Party shall pay the assessment and all other taxes for the period upto the issuance of Occupancy Certificate of the said developers building and thereafter Lessee will pay such assessment for the Developers Buildings and indemnify the Lessors and confirming parties from payment thereof assessment and all other taxes pertaining to the said residuary building shall be payable by the first Lessored first confirming party.

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Collectively or the occupants thereof provided however that the;

- (c) To maintain and keep in repair conditions all drains, sewers and gutters on and passing from the said building and shall lead and connect all such drains, sewers and gutters into the Municipal sewers in the public road upon which the said building abuts and at all times during the continuance of the lease shall observe and perform such rules and bye-laws of the Municipal Corporation of Greater Mumbai as may be in force in relating to drainage sewerage and gutters;
- (d) The first Lessor and first Confirming Parties or their nominees shall be entitled to uninterrupted use of the common entrance and common facilities forming part of the Developers building Provided However that the persons nominated by the them for using the said facilities shall pay the same charges as would be payable by the members to the Lessee;
- (e) Not to demand partition of the demised building from the residuary building as the said property no demand subdivision of the said larger property in any manner howsoever and to ensure that all relevant agreements and writings which may be executed by the Lessee shall incorporate a clause restricting partition of the demised building from the said larger property and also prohibiting

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demand of such partition or sub-division of the said larger property for any reason whatsoever;

- (f) To observe all statutory rules and regulations applicable to the said demised building or the constructions on the said building on said property;
- (g) No to disturb constructions on the remaining property or cause disturbance or annoyance or nuisance to the owners/occupiers of the residuary building or additional construction on the larger property.

5. The Lessors do hereby covenant with the Lessee that the Lessors are entitled to grant the aforesaid lease and demise to the Lessee in the manner hereinabove expressed and that the Lessors and all persons claiming by, from and under or in trust for the Lessors shall at any time and at all times hereafter do and execute such other acts, deeds or things as the Lessee may reasonably require at the cost of the Lessees for the building demised unto and to the benefit of the Lessee as aforesaid and further that the Lessors have not done or executed or suffered any act, deed, matter or thing whereby or by means whereof the Lessors are prevented in law or in fact for granting the lease or demise aforesaid and whereby the demised building is affected in any manner whatsoever.

6. The Lessee shall bear and pay the stamp duty and registration charges on these presents and on the incidental

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writings thereto. Each party shall bear and pay the professional fees of their Solicitors.

IN WITNESS WHEREOF the Commons Seal of the Lessors was hereunto affixed and the Lessee have set and subscribed their respective hands on the day, the month and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground of Pension and Tax Tenure (which tenure has been abolished) and all that piece or parcel of pension and Tax Tenure Land or ground (the cess whereof, has been redeemed) situate lying and being on the Ridge Road and Harkness Road, Malabar Hill, Mumbai respectively in the Registration District and Sub-Division of Bombay City and Bombay Suburban Containing by admeasurements 1643 Square yards, equivalent to 1,373.76 square meters and admeasuring 869 square yards equivalent to 726.48 sq. metres as per documents and 792.39 sq. yards equivalent to 662.52 sq. metres respectively and entered in the books of Collector of Land Revenue under Cadastral Survey No.168 and 169 of Malabar Hill & Cumballa Hill Division and assessed by the Assessor and Collector of Municipal Rates and Taxed under "D" Ward No.3191 and 3192(1), Old Street No.98 and 96, New Street No.52 and 54 at the Ridge Road and Corner of the Harkness Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO:

BY THE HANDS OF THEIR CONSTITUTED

Attorney At Law

in the presence of

The Common Seal of the withinnamed

FIRST LESSOR : METROPOLITAN

PROPERTIES PRIVATE LIMITED

was hereto affixed in pursuance of the)

Resolution passed by its Board of)

Directors in their Meeting held on _____)

in the presence of its Director Mr. _____)

_____ was)

duly authorized in this behalf and who)

has affixed his signature hereto)

in the presence of)

in the presence of

SIGNED and DELIVERED by the)

withinamed: SECOND LESSORS)

SUMERMAL HAJARIMALJI SHAH &)

OTHERS)

in the presence of

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DATED THIS ____ DAY OF ____, 200__

METROPOLITAN PROPERTIES
PRIVATE LIMITED

... First Lessor

AND

SUMERMAL HAJARIMALJI SHAH &
OTHERS

... Second Lessors

AND

SCOTT REMEDIES PRIVATE LIMITED

... First Confirming Party

AND

ANCHOR DAEWOO INDUSTRIES LTD.

... Second Confirming Party

AND

CO-OPERATIVE
HOUSING SOCIETY LIMITED

... Lessee

INDENTURE OF LEASE
IN PERPETUITY

Dated this ____ day of ____ 2010

ANCHOR DAEWOO INDUSTRIES LIMITED

AND

ARVIND J. SHAH

1.16
1.25.

DEED OF CONFIRMATION



- (6) Pursuant to application of the Lessors for amalgamation of the First Property and the said Second Property, Urban Development Department of Government of Maharashtra allowed composite development of the said First Property and the said Second Property as is evident from letter dated 2.07.2004 bearing No.TPB.4303/2607/CR-112/04/UD-II addressed by Urban Development Department of Government of Maharashtra to BMC;
- (7) Pursuant to the aforesaid, BMC by its letter dated 16.03.2005 bearing No.EB/950/D/A2 approved amalgamation of the said First Property and the said Second Property subject to compliance of the terms and conditions of amalgamation/layout dated 24.02.2005 and registered with the Sub-Registrar of Mumbai under Serial No.BBE-1/01797-2005;
- (8) The Plot constituted by amalgamation of the said First Property and the said Second Property is hereinafter called "the said Property" and is described in the First Schedule hereunder written;
- (9) Pursuant to amalgamation of the said Property, in supersession of the earlier approved plans for construction of buildings on each of the said two properties, BMC approved revised plans for construction of one composite building on the said property under IOD No.

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EEBP/6629/D/A dated 3-2-2006 dated EEBP/6629/D/A.

dated 3-2-2006;

(10) By a Development Agreement dated 31st March, 2007 and registered with the ~~Sub-Registrar of Mumbai~~ under Serial No. _____ 2007 the First Lessor and the First Confirming Party entrusted development rights unto the Second Confirming Party for construction of the propose building to be constructed by the Second Confirming Party on the said property in accordance with the said approved plans or modifications thereof out of which part of the said building was to enure for the benefit of the Second Confirming party hereinafter called "the Developers Building" and the remaining part of the said building hereinafter called the residuary building was to enure for the first Lessor and first confirming party hereinafter called the residuary building with a condition that the Second Confirming Party will in the first instance provide permanent alternate accommodation to the tenants occupying old buildings in the said developers building and will be entitled to sell remaining premises in the said Developers building on ownership basis and that the First Lessor and the First Confirming Party will execute or cause to be executed lease in perpetuity only of (the said developers building only;

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- (11) The Second Confirming Party has discharged its obligation to the First Lessor and the First Confirming Party pertaining to consideration as provided in the said Development Agreement dated _____, and became entitled to deal with the Developers Building;
- (12) The Developers Building is described in the Second Schedule hereunder written;
- (13) In pursuance of the said Development Agreement, the Second Confirming Party has constructed a building on the said property and put the tenants occupying the Old building in possession of premises forming part of the Developers building under diverse registered Agreements after payment of stamp duty thereon as per particulars set out in the Third Schedule hereunder written and sold remaining premises forming part of the said Developers building to several Purchasers under diverse registered Agreements after payment of stamp duty thereon on ownership basis as per particulars set forth in the Fourth Schedule hereunder written;
- (14) The Second Confirming Party duly completed construction of the said building and requisite Occupation Certificate has been issued by BMC;
- (15) The erstwhile tenants who were provided premises in the said Developer building by way of permanent alternative accommodation and Purchasers of the remaining premises

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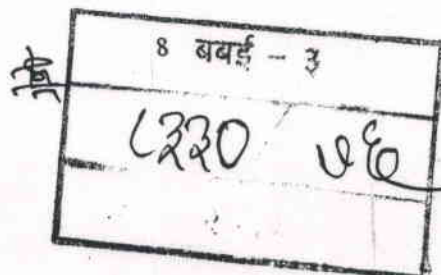
of Developers building have formed themselves into a Co-operative Housing Society viz. the Lessee herein,

(16) At the request of the Confirming Parties and the Lessee the Lessors have agreed to grant lease in perpetuity of the Developers building described in the Second Schedule hereunder written unto the Lessee on the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises and in further pursuance of the rent, covenants and conditions hereinafter contained, the Lessors hereby demise unto the Lessee all that Developers Building described in the Second Schedule hereunder written standing on the said property situate at 52/54, Ridge Road, Malabar Hill Division within Greater Mumbai in the Registration District and Sub-District of Mumbai City which the said Developers Building is shown on the plan annexed hereto in red colour, hereinafter called "the demised property" for a period in perpetuity commencing from _____

2. It is agreed that:

(a) The present demise is only of the Developers building described in the Second Schedule hereunder written and the Lessee will have no right, title, interest or claim in the remaining part of the said building or in the said property;





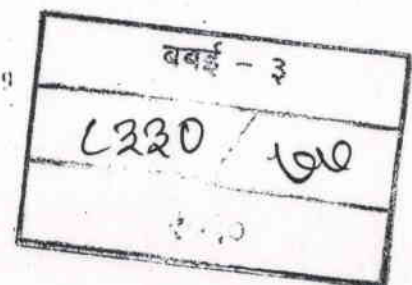
- (b) The Lessee shall not be entitled to benefit of any additional construction or additional FSI that may become available on the said property and the first Lessors and first confirming party alone shall be entitled to the same

3. It is further agreed as under:

- (a) The Lessee shall be entitled to assign or transfer the demised premises;
- (b) The Lessee shall also be entitled to repair reconstruct or rebuilt the said building at their own cost and expenses without the consent of Lessors.
- (c) The Lessors shall not be entitled to terminate Lease granted hereby at any stage for any reason whatsoever.

4. The Lessee doth hereby covenant with the Lessors as under:

- (a) To pay during the term of the demise to the Lessors the said annual rent of Re.1/- (Rupee One only) hereinabove referred to if demanded by the Lessors;
- (b) To pay all Municipal and Government property taxes, rents, cesses, rates, charges, proportionate and all other outgoings whatsoever which are payable and which may be levied or imposed hereinafter by any Government, Local or public body or authority and become payable whether by





the Lessors or the Lessee or otherwise howsoever and whosoever in respect of the said demised building and/or the constructions thereon and/or the proposed building. Since, the proposed building on the said portion is being constructed by the Second Confirming Party, the Lessors are not liable to pay any municipal taxes either during the stage of construction. At present proportionate Collectors assessment payable in respect of the said demised property is Rs. _____/- (Rupees _____ only) per annum. All municipal taxes, cesses, charges, other outgoings and proportionate collectors assessment shall be payable by the Lessee from the date of issuance of Occupancy Certificate in respect of the said developers building and shall keep the Lessors and Confirming Parties indemnified from and against the same. All such taxes for the period prior hereto shall be paid by the Lessors. The First and the Second Confirming Party shall pay the assessment and all other taxes for the period upto the issuance of Occupancy Certificate of the said developers building and thereafter Lessee will pay such assessment for the Developers Buildings and indemnify the Lessors and confirming parties from payment thereof assessment and all other taxes pertaining to the said residuary building shall be payable by the first Lessored first confirming party.

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Collectively or the occupants thereof provided however that the;

- (c) To maintain and keep in repair conditions all drains, sewers and gutters on and passing from the said building and shall lead and connect all such drains, sewers and gutters into the Municipal sewers in the public road upon which the said building abuts and at all times during the continuance of the lease shall observe and perform such rules and bye-laws of the Municipal Corporation of Greater Mumbai as may be in force in relating to drainage sewerage and gutters;
- (d) The first Lessor and first Confirming Parties or their nominees shall be entitled to uninterrupted use of the common entrance and common facilities forming part of the Developers building Provided However that the persons nominated by the them for using the said facilities shall pay the same charges as would be payable by the members to the Lessee;
- (e) Not to demand partition of the demised building from the residuary building as the said property no demand subdivision of the said larger property in any manner howsoever and to ensure that all relevant agreements and writings which may be executed by the Lessee shall incorporate a clause restricting partition of the demised building from the said larger property and also prohibiting

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demand of such partition or sub-division of the said larger property for any reason whatsoever;

- (f) To observe all statutory rules and regulations applicable to the said demised building or the constructions on the said building on said property;
- (g) No to disturb constructions on the remaining property or cause disturbance or annoyance or nuisance to the owners/occupiers of the residuary building or additional construction on the larger property.

5. The Lessors do hereby covenant with the Lessee that the Lessors are entitled to grant the aforesaid lease and demise to the Lessee in the manner hereinabove expressed and that the Lessors and all persons claiming by, from and under or in trust for the Lessors shall at any time and at all times hereafter do and execute such other acts, deeds or things as the Lessee may reasonably require at the cost of the Lessees for the building demised unto and to the benefit of the Lessee as aforesaid and further that the Lessors have not done or executed or suffered any act, deed, matter or thing whereby or by means whereof the Lessors are prevented in law or in fact for granting the lease or demise aforesaid and whereby the demised building is affected in any manner whatsoever.

6. The Lessee shall bear and pay the stamp duty and registration charges on these presents and on the incidental

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writings thereto. Each party shall bear and pay the professional fees of their Solicitors.

IN WITNESS WHEREOF the Commons Seal of the Lessors was hereunto affixed and the Lessee have set and subscribed their respective hands on the day, the month and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground of Pension and Tax Tenure (which tenure has been abolished) and all that piece or parcel of pension and Tax Tenure Land or ground (the cess whereof, has been redeemed) situate lying and being on the Ridge Road and Harkness Road, Malabar Hill, Mumbai respectively in the Registration District and Sub-Division of Bombay City and Bombay Suburban Containing by admeasurements 1643 Square yards, equivalent to 1,373.76 square meters and admeasuring 869 square yards equivalent to 726.48 sq. metres as per documents and 792.39 sq. yards equivalent to 662.52 sq. metres respectively and entered in the books of Collector of Land Revenue under Cadastral Survey No.168 and 169 of Malabar Hill & Cumballa Hill Division and assessed by the Assessor and Collector of Municipal Rates and Taxed under "D" Ward No.3191 and 3192(1), Old Street No.98 and 96, New Street No.52 and 54 at the Ridge Road and Corner of the Harkness Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO:

The Common Seal of the withinnamed

FIRST LESSOR : METROPOLITAN

PROPERTIES PRIVATE LIMITED



was hereto affixed in pursuance of the)

Resolution passed by its Board of)

Directors in their Meeting held on _____)

in the presence of its Director Mr. _____)

_____ was)

duly authorized in this behalf and who)

has affixed his signature hereto)

in the presence of)

SIGNED and DELIVERED by the)

withinnamed: SECOND LESSORS)

SUMERMAL HAJARIMALJI SHAH &)

OTHERS)

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_____)
_____)
by the hands of their Constituted _____)
Attorney Mr. _____)
in the presence of)



SIGNED AND DELIVERED by the
withinnamed: First Confirming Party _____)
SCOTT REMEDIES PRIVATE LIMITED)
in the presence of)

SIGNED AND DELIVERED by the _____)
withinnamed: Second Confirming Party _____)
ANCHOR DAEWOO INDUSTRIES _____)
LIMITED _____)
in the presence of)

SIGNED and DELIVERED by the _____)
withinnamed: LESSEE _____)
_____ CO-OPERATIVE _____)
HOUSING SOCIETY LIMITED _____)
in the presence of)

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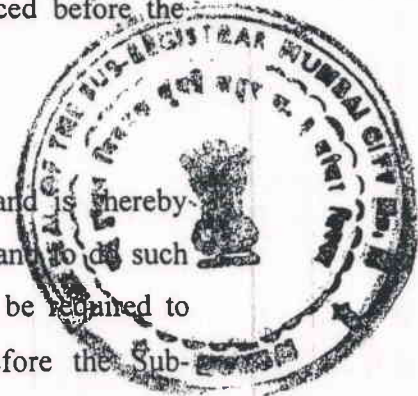
Anchor DAEWOO INDUSTRIES LTD.

G-9, Cross Road - A, M.I.D.C., Andheri (East), Mumbai - 400 093.
Tel. : 3095 2400 / 5693 8695 Fax : 5693 8673

CERTIFICATE TRUE COPY OF THE RESOLUTION
PASSED IN THE MEETING OF THE BOARD OF
DIRECTORS OF ANCHOR DAEWOO INDUSTRIES
LIMITED HELD ON 31/10/2006.

"Resolved that the company has agreed to sell flat no. 604 on
the 6th floor, of propose building to be constructed on property
bearing CTS No. 168/169 situated at Ridge road, Walkeshwar,
Mumbai:-400006. Agreement to be executed by company in
favour of Arvind J Shah as per the draft placed before the
Board and the same be and is hereby approved.

"Resolved Further that Mr. Pankaj Soni be and is hereby
authorized to sign, said Agreement for Sale and to do such
other acts, deeds, matters and things as may be required to
implement this resolution and to appear before the Sub-
Registrar for registration of Agreement for Sale



For Anchor Daewoo Industries Ltd.

Director

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DATED THIS ____ DAY OF ____, 200__

METROPOLITAN PROPERTIES
PRIVATE LIMITED

... First Lessor

AND

SUMERMAL HAJARIMALJI SHAH &
OTHERS

... Second Lessors

AND

SCOTT REMEDIES PRIVATE LIMITED

... First Confirming Party

AND

ANCHOR DAEWOO INDUSTRIES LTD.

... Second Confirming Party

AND

CO-OPERATIVE
HOUSING SOCIETY LIMITED

... Lessee

INDENTURE OF LEASE
IN PERPETUITY

Dated this ____ day of ____ 2010

ANCHOR DAEWOO INDUSTRIES LIMITED

AND

ARVIND J. SHAH

1.16
1.25.

DEED OF CONFIRMATION