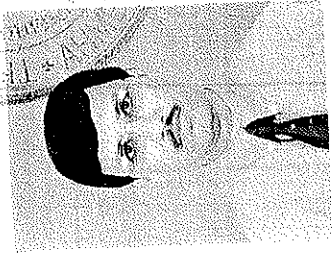
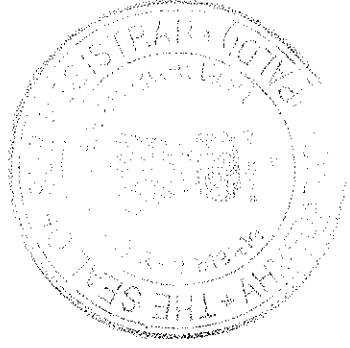
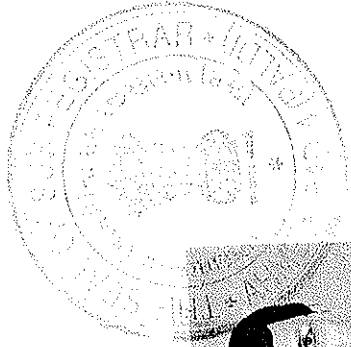


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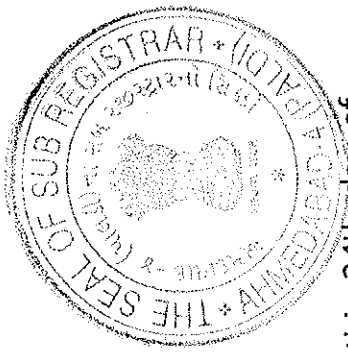
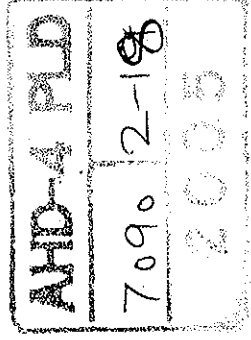
ICICI BANK
AHMEDABAD
Signature
502/10, VILE PARADISE
AHMEDABAD

SER. NO. 12404105
DATE: 24.11.05
NAME OF PURCHASER: K. J. R. S. S. S.
ADDRESS: A. B. D. S. S. S.
STAMP VALUE: 820900/-
ICICI BANK
LIS NO. 9 L (AM 17308) 24.11.05
Authorised Signatory: *Signature*

ICICI BANK
AHMEDABAD
502/10, VILE PARADISE
AHMEDABAD
13.11
2005

CONVEYANCE

Sub: Sale of office premises No. 301, 302 and 303 of "Prerna Arcade", on the land bearing Sub-Plot No. 46/B of Final Plot No. 715 of the Town Planning Scheme No. 3/5 (Varied) Ahmedabad situate at Mouje Chhadavad, Taluka City, District Ahmedabad.

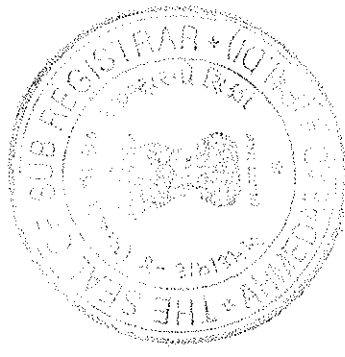
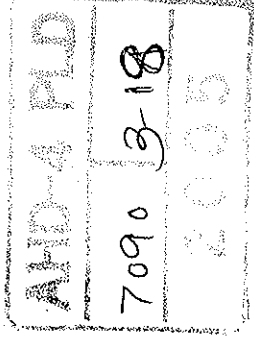


THIS COVENEANCE made at Ahmedabad on this 24th day of

November Two Thousand Five by and between **M/s. RAJNAGAR**

NON TRADING ASSOCIATION, an association registered under The Bombay Non-Trading Corporation Act (since repealed) on October 9, 2003 under registration No. N.T.C.G./12815 having its registered office at Valmik Complex, Opp. Doctor House, C. G. Road, Ahmedabad-380 006, hereinafter referred to as "**the Vendor**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the One Part and **M/s. PRERNA FINSAFE LTD.**, a company incorporated under The Companies Act, 1956 having its registered office at 6th Floor, Doctor House, C. G. Road, Ahmedabad-380 006 hereinafter referred to as "**the company**" or "**the Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Second Part and **GANNON DUNKERLEY & CO. LTD.**, a company incorporated under The Companies Act, 1956 having its registered office at Chartered Bank Building, M. G. Road, Fort, Mumbai-400 001 and local office at Ramnivas No. 2, Near Gujarat Samachar, Khanpur, P. B. 232, Ahmedabad-380 001 hereinafter referred to as "**the Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Third Part ;

WHEREAS a piece or parcel of land situate at Mouje Chhadavad, Taluka City, District Ahmedabad within the registration Sub-District Ahmedabad-4 (Paldi) bearing Sub-Plot No. 46B of Final Plot No. 715 of Town Planning Scheme No. 3/5 (Varied) belonged to Parimal Co-operative Housing Society Ltd., a co-operative society registered under the Bombay Co-operative Societies Act, 1925 under registration no. B-159 on February 24, 1931 which is deemed to be registered under The Gujarat Co-operative Societies Act, having its



registered office at Ambawadi, Ahmedabad (hereinafter referred to as "**the said society**");

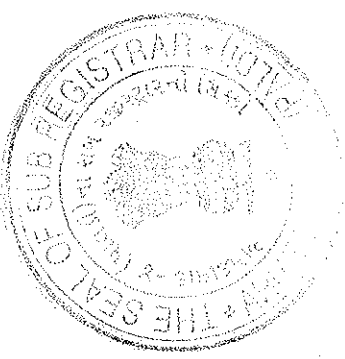
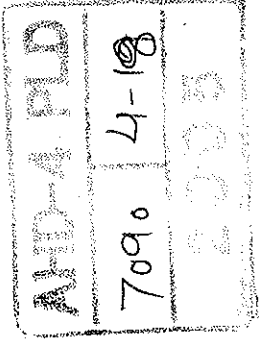
AND WHEREAS the said society in its annual general meeting held on 29-6-2003 resolved to dispose of the said plot by a way of outright sale together with some construction which was standing thereon;

AND WHEREAS upon application made by the said society to the District Registrar, Co-operative Societies (Ahmedabad City) the society was permitted by an order of the District Registrar dated 29-11-2003 to sell the said property;

AND WHEREAS by a conveyance dated 12-12-2003 the society granted, conveyed and sold the said property to the Association;

AND WHEREAS the Confirming Party herein was appointed as a Developer by the Vendor, who constructed on the said plot, a building known as "Purna Arcade" a commercial complex having total super built up area of 55,000 sq. ft. (approx. as per sketch provided by vendor) divided among Ground + 4 Floors having 20 units in whole building for the Association and its members;

AND WHEREAS the Vendor Association has agreed to sell and the Confirming Party has agreed to confirm to the Purchaser and the Purchaser has agreed to purchase from the Association the premises admeasuring 8393 sq. ft. (super built up area) on 3rd floor, bearing office premises bearing No. 301, 302 and 303 of a building known as "Purna Arcade" constructed on the land for a total consideration of Rs. 96,51,950/- including Ahmedabad Municipal

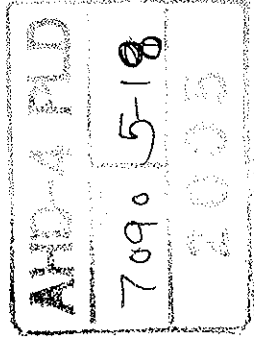


Corporation / Torrent Power Ahmedabad Electric Company and parking charges;

NOW THIS INDENTURE WITNESSTH THAT in consideration of premise and in consideration of Rs. 96,51,950/- (Rupees_Ninety Six lac fifty one thousand nine hundred and fifty only) paid by the PURCHASER to the VENDOR on or before the execution of these presents (the receipt whereof the VENDOR doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and exonerate the PURCHASER forever) HE the VENDOR doth hereby grant, convey, assure, release and transfer and delivers the vacant and peaceful possession to the PURCHASER the said property being office premises No. 301, 302 and 303 admeasuring 8393 sq. ft. on the 3rd Floor of a building known as "Prerna Arcade" constructed on a piece or parcel of land situate at Mouje Chhadavad, Taluka City, District Ahmedabad within the registration Sub-District Ahmedabad-4 (Paldi) bearing Sub-Plot No. 46/B of Final Plot No. 715 of Town Planning Scheme No. 3/5 (Varied) Ahmedabad more particularly described in the schedule hereunder written;

TOGETHER WITH all and singular all deeds and documents, writings, vouchers and other evidence of title relating to the said property or any part thereof;

AND TOGETHER WITH all paths, passages, water courses, ditches, drains, lights, electric and telephone cables and connections, liberties, easement, rights, privileges, advantages, members and appurtenances or any other common facilities and amenities whatsoever to the said property belonging or in anywise appertaining to or with the same or any part thereof now or at any time, heretobefore usually held, used, occupied or enjoyed or

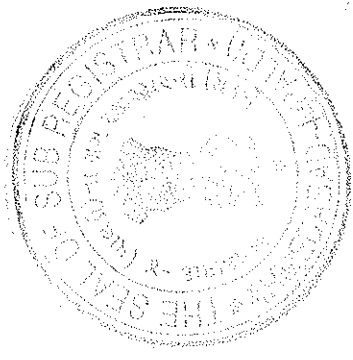
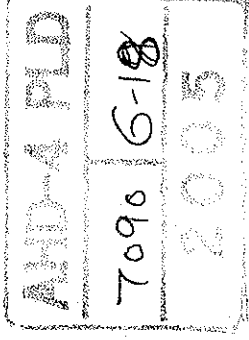


reputed or known as part of member thereof or appurtenant thereto AND ALL the estates, rights, title, interest, use, possession, both at law and equity of the VENDOR into, out of or upon the said property and all benefits, claims and demands whatsoever on or upon the said property hereby granted, conveyed, transferred and assured or intended so to be with his and every of his rights, members and appurtenances;

UNTO and to the use and benefit of the PURCHASER forever Subject to all rents assessments, rates, duties or any other dues chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government, Municipal Corporation and/or any other local authority and that previous liability thereof have been discharged by the VENDOR and if found to be payable the liability thereof will be that of the VENDOR;

AND the VENDOR doth hereby covenant with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or any person or persons lawfully or equitably claiming or to claim by from under through or in trust for the VENDOR or any one or more of them made, done committed or omitted or knowingly suffered to the contrary, HE, the VENDOR has in itself good right, full power and absolute authority to grant, convey, release and assure said property being the same hereby granted, conveyed, released and assured or intended so to be unto and to the use of the PURCHASER in the manner aforesaid;

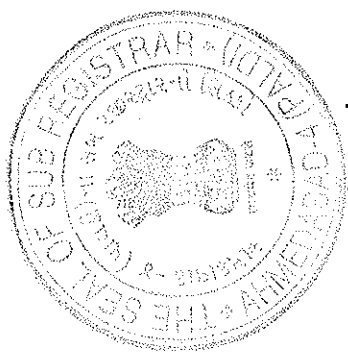
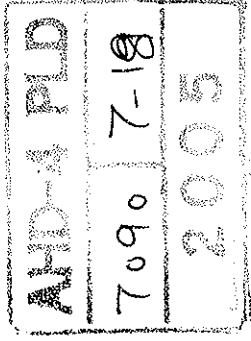
The Confirming Party was appointed by the Vendor as a Developer and that in pursuance of the rights under such agreement the developer has constructed a building. The association and confirming party confirms that the association had appointed M/s.



Perna Builders Ltd as Developer and subsequently the appointment was cancelled with mutual consent and conformity party was appointed as Developer vide agreement dated 11-12-2003. The Confirming Party confirms that he has paid all the expenses for making arrangement for water supply, drainage, electricity and other facilities and services to be provided in the said scheme of commercial complex including lines of cables, pipe lines, other installation charges, security deposits, scrutiny fees. The Confirming Party assures the Purchaser that there are no dues payable by the Vendor Association to him against the office premises No. 301, 302 & 303. The Confirming Party has not entered into any agreement of allotment of the said premises or booking any portion of them with anybody nor created any mortgage, charge or encumbrances, nor raised any finance over the same on the basis of any right under the agreement with the Vendor Association or in any other manner howsoever.

The Vendor and the Confirming Party declare that the construction of the premises has been completed as per sanctioned plan and that they have handed over the vacant and peaceful possession of the said premises of office no. 301, 302 and 303 together with all its facilities and amenities thereto to the Purchaser as and by way of allotment by Association and the Purchaser shall enjoy the same as absolute owner thereof subject to the rules and regulations for enjoyment of common amenities as determined by the Association from time to time. The Purchaser shall pay to the Association common maintenance charge at such rate as may be decided by the Association from time to time.

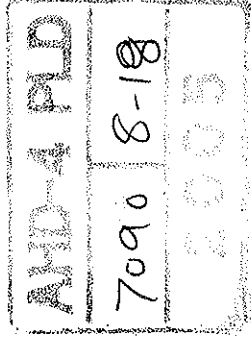
The Vendor and the Confirming Party further agree and confirm that by virtue of allotment of the said premises and transfer thereof together with other rights in common amenities the



Purchaser has become entitled to proportionate undivided share in the land bearing sub plot No. 46/B of Final Plot No. 715 of Town Planning Scheme No. 3/5 (Varied) Ahmedabad over which the building has been constructed.

The Vendor and the Confirming party do hereby covenant with the Purchaser that the Purchaser is also entitled to the right to be enjoyed with other unit holders in common to the walls, staircase, lifts road, compound, passages, lights, electric and telephone cables and connection, water course, sewers, drains, ditches, trees, plants, easements, profits, privileges, advantages, rights, members, liberties and appurtenances whatsoever attached to the said undivided right in or upon the land, hereditaments and premises belonging to or in any wise appurtenant to or with the same or any part thereof now or at any time hereafter usually held, occupied or enjoyed or reputed to belong to or be appurtenant thereto and also of the estate, right, title, interest, use, trust, inheritance, property, possession, benefit, claim, and demand whatsoever both at law and equity of the Association into and out of or upon the said undivided share in the said piece or parcel of land or ground or any part thereof.

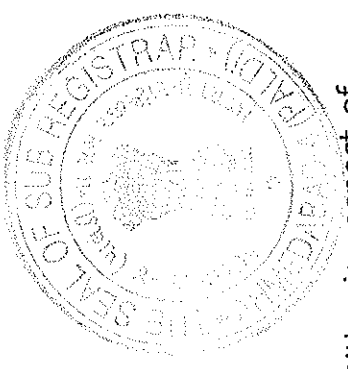
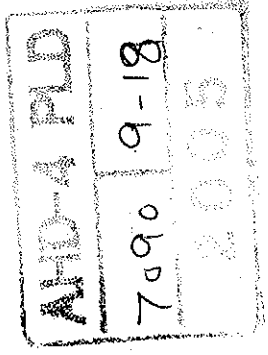
The Vendor and the Confirming party do hereby covenant with the Purchaser that the Vendor and Confirming Party and its successors and assigns, unless prevented by inevitable accident will upon every reasonable request in writing by the Purchaser or any person/s, lawfully claiming from the Purchaser or its successors or interest in the said land and shops or any party thereof, at the cost of the Party/parties requiring the same, produce or show or cause to be produced or shown at such time and at such place/s and to such person/s as the Purchaser or such other party or parties as aforesaid shall be reasonably required all the original documents of title for



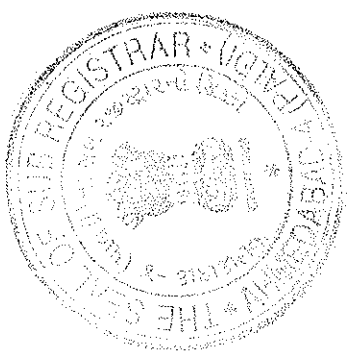
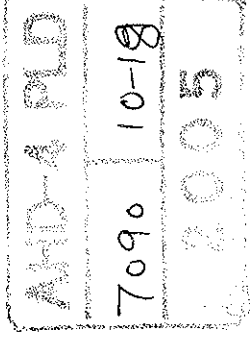
the manifestation, defense or support of estate, title and possession of the Purchaser or such other party or parties and will furnish to the Purchaser every such true copies attested or unattested or such abstracts of and such extracts from the said documents of title as the Purchaser or such other party or parties as aforesaid may require and will in the meantime keep the said conveyance and documents of title, safe, whole, unobliterated, uncanceled and undefaced PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the Vendor and Confirming Party shall deliver the said document of title to any person/s lawfully entitled to the custody thereof, it shall thereupon at their own expense cause the person/s to whom the said document of title are to be delivered, to enter into, with and to deliver to the person/s, a covenant to the like purport and effect and then and thenceforth the covenant hereinbefore contained shall become void so far as it relates to the documents covenanted to be produced by such substituted covenant.

The Purchaser has become a member and shareholder of the Vendor Association viz. M/s. RAJNAGAR NON-TRADING ASSOCIATION and that Purchaser is the holder of requisite number of shares of the Association. The Purchaser at no time demand partition of its interest in the common areas in the complex or the entire land. It being agreed that the interest of the Purchaser in such common areas of the complex is impartible provided that the Purchaser is entitled to transfer the said rights along with transfer of premises whenever in future the Purchaser intend to transfer the same.

The Vendor and the Confirming Party declare and have assured the Purchaser that :

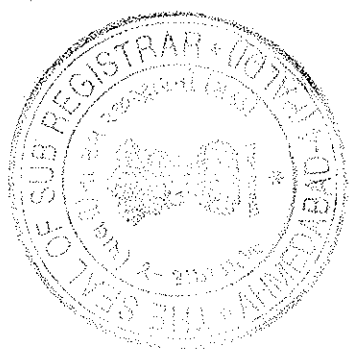
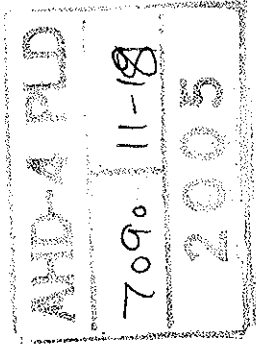


- (a) The Vendor assures the Purchaser that its titles in respect of the said Office premises are clear, marketable and free from encumbrance and it is entitled to sell and convey the said Office premises absolutely and free from encumbrance to the Vendor and no one else has any right, title and interest in the said Office premises. The Vendor further assures that there is no order of prohibition, injunction or attachment either from Court or Government or local authority, restraining the transfer, sale, conveyance, alienation or parting with possession thereof by the vendor in favour of the Purchaser or any other person and that he has all liberty to sell, convey and dispose off the said Office premises and convey good title unto the Purchaser. The Vendor further assures that he has not charged, mortgaged or encumbered the said office premises in favour of the any person and that there is no litigation pending in respect of the said Office premises. However, in future, if any claim is raised by any person claiming through or under the Vendor or otherwise in respect of the said Office premises, the Vendor shall satisfy, meet or remove such claim / demand at their cost and shall indemnify and keep indemnified the Purchaser against such claim / demand.
- (b) The Purchaser has agreed to enter in to this conveyance deed on the basis of Vendor's representation that Vendor's title to the aforesaid property is absolute and free from all encumbrance. If at any point of time, the said representation is found to be incorrect or untrue, the Vendor shall remove the defect in the title, at their cost and the vendor covenants to indemnify the Purchaser for the losses that may be suffered by them on account defect in title.



- (c) That no permission under any law for the time being in force is required for execution of Deed of Conveyance in favour of the Purchaser. However, if any such permission is found to be required in future, the same shall be obtained by the Vendor.
- (d) The Vendor and Purchaser shall in co-operation with each other get the said Office premises mutated in the name of Purchaser in revenue record and other records of Government and local authority and Association.
- (e) The Vendor shall sign and execute such papers, documents, affidavits, declaration as may be required to convey perfect title to the Purchaser in respect of the said property.
- (f) The Vendor has passed necessary resolutions for allotment and transfer of said premises to the Purchaser in its meeting held on 21-11-2004. The Association has also passed necessary resolutions for issuance of share certificates, to admit the Purchaser as its member and shareholder of the Association in its register maintained for the purpose and to convey and pass legal and valid title in support of allotment and transfer of the said premises.

The Vendor and Confirming Party further covenant that the payment of all outgoing including taxes, rates, cesses payable to the Ahmedabad Municipal Corporation/State Government/Central Government/any other concerned authority in respect of the said premises have been paid upto date and no payment is due to any such authority and the Purchaser shall not be liable for any prior liabilities in respect of any prior taxes, cesses, deposits or any other payment to any such authority, they having been complied by the

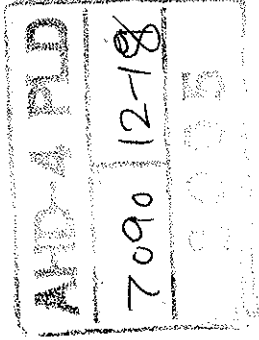


Vendor and the Confirming Party. The service tax, if any will be the liability of the Confirming Party.

The Vendor and the Confirming Party further declare that neither the Vendor nor the Confirming Party have entered into any agreement or arrangement or any understanding with respect to the said premises with anybody prior to the date of this conveyance and that nobody has any right, title or interest or claim in or upon the said premises and that the said premises absolutely belong to the Vendor who has handed over the possession thereof to the Purchaser by the execution of this conveyance.

The Vendor and the Confirming Party have assured the Purchaser that neither the Vendor nor the Confirming Party have dealt with the said premises nor they shall deal with the said premises upon the execution of this conveyance in any manner whatsoever and they will keep the title of the Purchaser clear, marketable, free from doubt and shall keep the said premises free of any charge, lien or encumbrances.

AND the PURCHASER shall and may at all times hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said property and receive income, profits and benefits thereof and of every part thereof to and for his own use and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by the VENDOR or its successor and assigns or any one or more of them or any person or persons lawfully or equitably claiming or claim by from under through or in trust for the VENDOR or any of them **AND THAT** free and clear and freely, clearly and absolutely acquitted exonerated and forever discharged or otherwise by the VENDOR well and sufficiently saved, defended and kept harmless and indemnified of from and against all former and other estates,



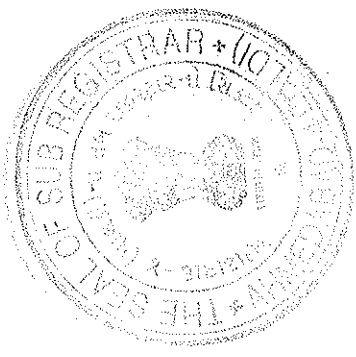
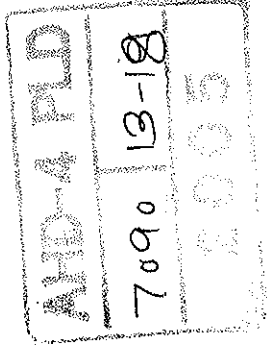
titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the VENDOR or by any other person or persons lawfully or equitably claiming or to claim by from under through or in trust for the VENDOR any of them or any person or persons having lawfully equitably claiming any estate or interest whatsoever in the said property or any part thereof from under through or in trust for the VENDOR shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER or any of them or of the person or persons requiring the same claiming under them do and execute caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said property and every part thereof UNTO and to the use of PURCHASER in the manner aforesaid or its Counsel-in-Law shall be reasonably required.

The expenses of this Conveyance such as stamp duty, registration charges, legal fee and other registration expenses and all other expenses of and incidental to this Conveyance have been borne by the PURCHASER.

IN WITNESS WHEREOF, the Vendor and the Confirming party hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

SCHEDULE

All that the land, hereditaments and premises situate, lying and being at Mouje Chhadavad, Taluka City, District Ahmedabad within the registration Sub-District Ahmedabad-4 (Paldi) bearing Office Nos. 301, 302 and 303 admeasuring 8393 sq. ft. (super built up area) on 3rd floor, out of the commercial complex named "Prema



Arcade" constructed on the plot of land located on the main C.G. road bearing Sub Plot No. 46B of Final Plot No. 715 admeasuring 1861.15 sq. mtrs. of Town Planning Scheme No. 3/5 (Varied) Ahmedabad which plot is bounded as follows:

On the North by : Plot No. 46/A
On the South by : Road
On the East by : Road
On the West by : Partly by Road and partly by adjoining plot of Parth Duplex

TOGETHER WITH proportionate undivided share in the land which calculates to 303 sq. mtrs. and together with 3 units of parking and power of 12 K.V. (i.e. total 36 K.V.)

The common Seal of M/s. Rajnagar Non-Trading Association was pursuant to the resolution of the Association passed on 21-11-2005 hereunto affixed in the presence of Shri Sanket V. Shah, Secretary of the Association who has subscribed his hands in the token thereof in the presence of:

~~Signature of Trading Association~~

~~Signature of Secretary~~

1. U.S. Patel

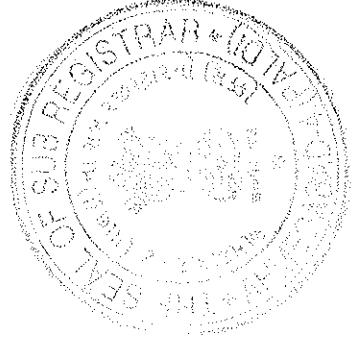
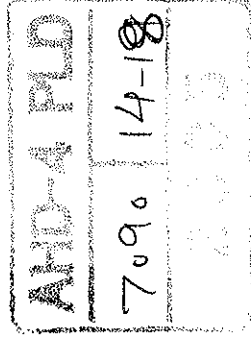
2. Siddha Shah

~~For, Purna Finance Ltd.~~

The common seal of M/s. Purna Finsafe Ltd. was pursuant to the Resolution of the Board of Directors passed on 21-11-05 hereunto affixed in the presence of Sanket V. Shah a Director of the Company who has signed in token thereof in the presence of:

~~Director~~

~~Signature~~



1. U. S. Patel

2. Sanket V. Shah

RECEIVED of and from
GANNON DUNKERLEY & CO. LTD.,
Purchaser as within expressed being
the total consideration money of
Rs. 96,51,950/- (Rupees Ninety Six
Lacs Fifty One Thousand Nine Hundred
Fifty only) before the execution of this
Indenture in full satisfaction of
the purchase price. On no Stock Bank
or other as 530760 dt. 24.11.2017
Sanket V. Shah - Commercial Bank

WE SAY RECEIVED
Rajnagar Non-Trading Association

Sanket V. Shah
(Sanket V. Shah)

WITNESSES:

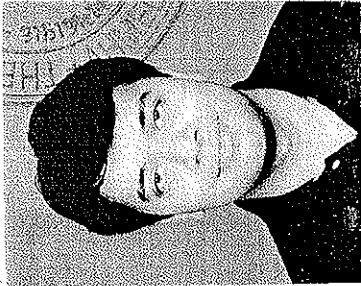
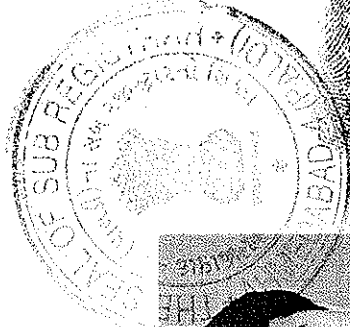
1. U. S. Patel

2. Sanket V. Shah

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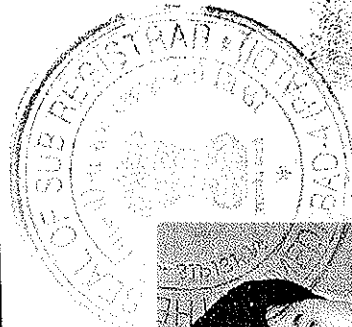
SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT
VENDOR'S SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION


Shri Sanket V. Shah (Secretary)
M/s. RAJNAGAR NON TRADING ASSOCIATION

CONFIRMING PARTY'S SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION

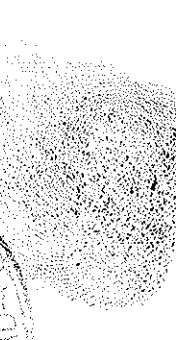





Shri Sanket V. Shah (Director)
M/s. PRERNA FINSAFE LTD.

PURCHASER'S SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION



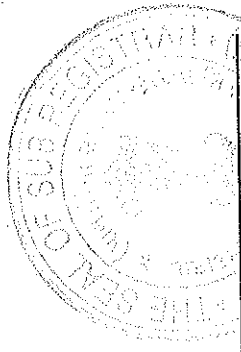



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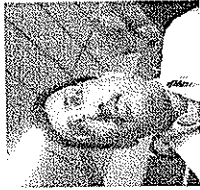
Serial No. **7090**

presented of the office of the

Sub-Registrar of AHMEDABAD-4 (PALDI)

between the hour of **3** to **4**

on date **24/11/2005**



Kartik Jayantilal Raval
Kartik Jayantilal Raval General
Manager of Gannon Dunkerley & Co,
Ltd.

G.A. Tank

(G.A. Tank)
Sub Registrar
AHMEDABAD-4 (PALDI)

G.A. Tank

(G.A. Tank)
Sub Registrar
AHMEDABAD-4 (PALDI)

TOTAL :- 145120

(Rupees One Lac Forty Five Thousand One Hundred Twenty Only)

Receipt No :- **3792952**

Received Fees as following Rs.

Registration Fees. **144855**

Fee for photography (**21**) **210**

Postage Fee :- **55**

o	Party Name and Address	Age	Photograph	Thumb Impression	Signature
	<u>Executant</u>				
1 .	Sanket V Shah Secretary Of M/s Rajnagar Non Trading Association (Business) Valmik Complex, Doctor House C.G.Road, A'bad.	24			<i>Sanket V Shah</i>
	<u>Confirmer</u>				
2 .	Sanket V Shah Director Of M/s Perna Finsafe Pvt Ltd. (Business) Valmik Complex, Doctor House C.G.Road, A'bad.	24			<i>Sanket V Shah</i>
	<u>Claimant</u>				
3 .	Kartik Jayantilal Raval General Manager of Gannon Dunkerley & Co, Ltd. Ramnivas No. 2 Nr. Gujarat Samachar Kahnpur, A'bad. PAN No. AAACG 1846P	43			<i>Kartik Jayantilal Raval</i>

Executing Party
admits execution

AHD-4 PLD
7090 17-18
2005

1. Yogeshbhai S Patel (Business)
17, Sakant Twins
Vastrapur, A'bad.

2. Pinakin S Shah (Business)
52, Premnath
Satellite, A'bad.

State that they personally known
above named executant and
Identifies him/them

1. N. S. Patel

2. Siddharth

Day 24 of Month November - 2005

[Signature]
(G.A. Tank)

Sub Registrar
AHMEDABAD-4 (PALDI)

Produced Form No.1
for finalise the Marketvalue.
Date :24/11/2005

[Signature]
(G.A. Tank)
Sub Registrar
AHMEDABAD-4 (PALDI)

AH-4 PLD
7090 18-18
2005

Verified PAN No/GIR No as per
Income Tax Rules 1962.

✓
Executant No.

✓
Claimant No.

Conformer No.

Date : 24/11/2005



(G.A. Tank)

Sub Registrar
AHMEDABAD-4 (PALDI)

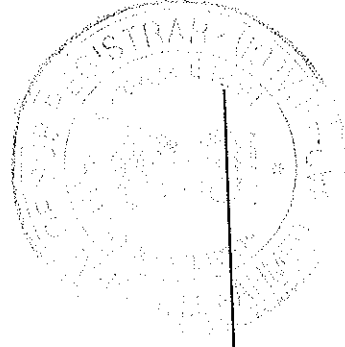
Registered No. 7090 Book No.1

Date : 24/11/2005



(G.A. Tank)

Sub Registrar
AHMEDABAD-4 (PALDI)



DATED THIS ____ DAY OF NOVEMBER 2005

RAJNAGAR NON TRADING ASSOCIATION

AND

GANNON DUNKERLEY & CO. LTD.

CONVEYANCE

M/s. K. Nanavati & Gandhi Associates,
(Advocates, Solicitor & Notary)
"Suyojan Building" 9th Floor,
Nr. President Hotel,
Opp. Municipal Market,
Off. C.G.Road,
Navrangpura,
Ahmedabad.380 009.

Original
Declaration
24.11.2005



GUJARAT

20 OCT 1954

A 403715

K. KANAVATI & GANDHI ASSOCIATES
Solicitor Advocates & Notary
104, Prematirth -II, Sattelite, Near President Hotel,
Opp Municipal Market, C.G. Road,
Newangpur, Ahmedabad-380006.
Phone 1124, 25451213, Fax 26483055



I, Shri Sanket Vijaybhai Shah, Adult, Indian inhabitant residing
at: 104, Prematirth -II, Sattelite, Ahmedabad, do hereby solemnly
declare and state as under :

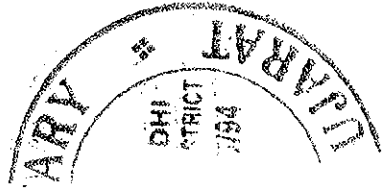
1. I declare and state that **M/S. RAJNAGAR NON-TRADING ASSOCIATION**, is an Association registered under the Bombay Non-Trading Corporation Act (since repealed) on October 9, 2003 under registration No. N.T.C.G/12815 having its registered office at Doctor House, C G Road, Ahmedabad 380 006 (hereinafter referred to as the 'Association').

2. I declare and state that I am the Secretary of the said Association and that I have been authorised by a resolution passed in the meeting of the Association held on 21/11/05 to make this declaration, which has been approved by the Association in the said meeting.

3. I declare and state that **M/s. PRERNA FINSAFE LTD.**, is a company incorporated under the Companies Act, 1956 having its registered office at 6th Floor, Doctor House, C G Road, Ahmedabad 380 006 (hereinafter referred to as "the company") and I am one of the Directors of the Company.

4. I declare and state that **GANNON DUNKERLEY & CO. LTD.**, is a company incorporated under the Companies Act, 1956 having its registered office at Chartered Bank Building, M G Road, Fort, Mumbai 400 001 and local office at Ramnivas No. 2, Nr. Gujarat Samachar, Khanpur, P B No. 232, Ahmedabad 380 001 (hereinafter referred to as "the Purchaser").

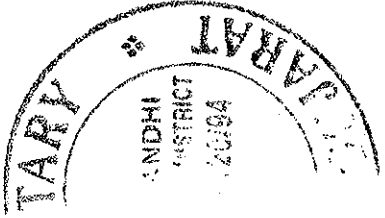
5. I declare and state that a piece or parcel of land situate at Mouje Chhadavad, Taluka City, District Ahmedabad, within the registration Sub-District Ahmedabad-4 (Paldi) bearing Sub-Plot No. 46/B of Final Plot No. 715 of Town Planning Scheme No. 3/5 (Varied) Ahmedabad belonged to Parimal Co-operative Housing Society Ltd., a co-operative society registered under the Bombay Co-operative Societies Act, 1925 under registration No. B-159 on February 24, 1931 which is deemed to be registered under the



Gujarat Co-operative Societies Act, having its registered office at Ambawadi, Ahmedabad (hereinafter referred to as "the said society").

6. I declare and state that the said society in its Annual General Meeting held on 29.06.2003 resolved to dispose of the said property by way of outright sale together with some construction thereon.

7. I declare and state that upon application made by the said society to the District Registrar, Co-operative Societies (Ahmedabad City) the society was permitted by an order dated 29.11.2003 to sell the said property.



8. I declare and state that by a conveyance dated 12.12.2003 the society granted, conveyed and sold the said property to the Association. The said company was a Developer appointed by the Vendor constructed on the said plot, a building known as "Prerna Arcade" a commercial complex having total super built up area of 55,000 sq. ft. (approx.) divided among Ground + 4 Floors having 20 units in whole building, for the Association and its members.

9. I declare and state that the Association has agreed to sell and the Developer has agreed to confirm to the Purchaser and the Purchaser has agreed to purchase from the Association the premises admeasuring in aggregate to 8393 sq. ft. (super built up area) on 3rd floor, bearing Office Nos. 301, 302 and 303 of the said building at or for a total consideration calculated at Rs. 1150/- per sq. ft. (super built up area) including AMC/AEC & Parking charges.

10. I declare and state that the Purchaser has entrusted the work of investigation of title to M/s K. Nanavati & Gandhi Associates and that they have administered the requisitions on title and in answer to the requisition I make this declaration on behalf of the

Association. I state that the answers given in the general requisition are all true and correct and I confirm the same.

11. I further declare and state that there are other plots of the society around the plot in question and that the said plot stands in the revenue record in the name of Parimal Co-operative Housing Society Ltd. There appears a mutation entry in respect of a mortgage of property in favour of Kalupur Commercial Coop Bank Ltd. for Rs. 250 lakhs and another for Rs. 500 lakhs. I hereby declare and state that the plot in question, which is to be conveyed to the purchaser company has not been mortgaged to any Bank. It is free from any mortgage charge or encumbrances. I have personally verified the said fact in detail and I hereby declare the same upon personal verification.



12. I further declare and state that there was an agreement between the Association and the Perna Builders Ltd for development of the plot. Thereafter, subsequently the agreement was cancelled with mutual consent and fresh agreement was executed with Perna Finsafe Ltd.

13. I further declare and state that the said development of the plot is completed and nothing remains to be performed now under the Development Agreement, which has come to an end. The company has now nothing to receive from the Association or its members under the Development Agreement and there is no mortgage charge or any encumbrances of the company over the property in question nor there is any dispute or difference under the said agreement between the company and the Association.

14. I further hereby on behalf of the Association undertake to indemnify the purchaser company i.e. GANNON DUNKERLEY & CO. LTD, if any of the facts stated herein turns out to be untrue or if the title of the purchaser company is found to be defective on any of the

facts stated herein or on any ground and if the purchaser company suffers any loss or damage, I hereby undertake to indemnify the purchaser company with the same together with the costs, charges and expenses.

15. I further declare and state that all the dues, taxes, cesses, etc. have been paid up-to-date and no charge is subsisting in respect of the property either for income tax dues or for any other taxes and the property has not been attached for any dues whatsoever.

16. I declare and state that Association has not entered into any transaction nor has it executed any agreement or other document. I further declare that the property is free from any mortgage, charge or encumbrance.

17. I further declare and state that no action, suit or proceedings are pending in any Court nor any other proceedings have been initiated or filed or pending in any Court or before any authority or Tribunal and no attachment has been levied in respect of or against the said property.

18. I declare and state that the property is not subject to any judgment, Government debt Central or State) or annuity or attachment or acquisition before or after judgment or acquisition or lis pendence. I further state that no person adversely claims or has any right subsisting in respect of the said property.

Solemnly declared at Ahmedabad on this 24th day of November, 2005.

SCHEDULE

All that the land, hereditaments and premises situate, lying and being at Mouje Chhachavad, Taluka City, District Ahmedabad

within the registration Sub-District Ahmedabad-4 (Paldi) being premises admeasuring 8393 sq. ft. (super built up area) on 3rd floor, bearing Office Nos. 301, 302 and 303 out of the commercial complex named "Perna Arcade" constructed on the plot located on the main C G Road bearing Sub-Plot No. 46/B of Final Plot No. 715 admeasuring 1861.15 sq. mtrs. of Town Planning Scheme No. 3/5 (Varied) Ahmedabad which plot is bounded as follows:

On the North by : Plot No. 46/A
On the South by : Road
On the East by : Road
On the West by : Partly by Road and partly by
Adjoining plot of Parth Duplex

TOGETHER with proportionate undivided share in the land which calculates to 303 sq. mtrs. and together with 3 units of Parking and power of 12 K.V. (i.e. total 36 K.V).

SIGNED SEALED AND DELIVERED

By the withinnamed RAJNAGAR
NON-TRADING ASSOCIATION through

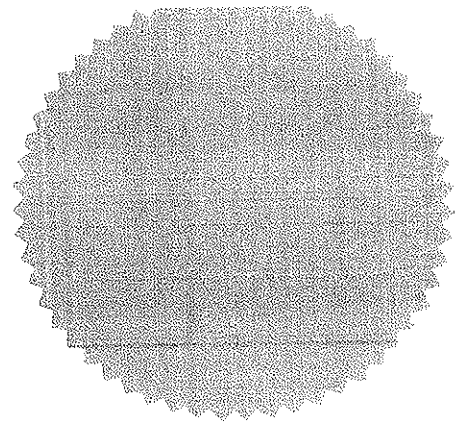
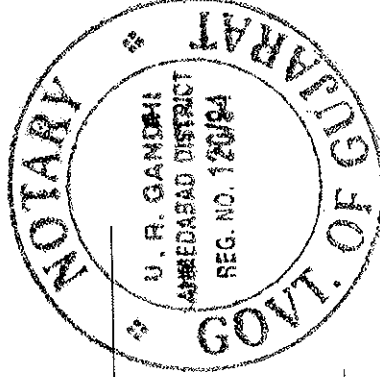
1. Shri Sanket Vijaybhai Shah
(Secretary)

In presence of :

1. PINAKIN S. SHAH

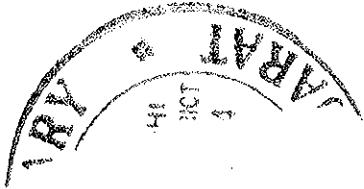
2. Buyas.
/Declaration-Perna Finsafe/
Identified by me
.....
(Signature)

Witness: S. S. Shah
Address: 17, Sakinagar Road
V. V. V. V.



Solemnly affirmed
Before me
U. R. Gandhi
MR. U. R. GANDHI

24 NOV 2005



Secretary
Non Trading Association

Secretary

DATED THIS 24 DAY OF NOVEMBER 2005

SHRI SAKET V SHAH (SECRETARY)

DECLARATION

M/s. K. Nanavati & Gandhi Associates,
(*Advocates, Solicitor & Notary*)
"Suyojan Building" 9th Floor,
Nr. President Hotel,
Opp. Municipal Market,
Off. C.G.Road, Navrangpura,
Ahmedabad.380 009.

RAJNAGAR NON TRADING ASSOCIATION

Reg. No. : N.T.C.G. / 12815 Date : 09-10-2003

Regd. Office : Opp. Doctor House, C. G. Road, Ahmedabad - 380 006. Phone : 33003002/4/5/7, 30918282
E-mail : info@premagroup.com Website : www.premagroup.com

ALLOTMENT LETTER

Date : 21-11-2005

To,
M/s. Gannon Dunkerley & Co., Ltd.

Sub : Office No. 301-302-303 on Third Floor, Area - 8393 Sq.Feet.(Super Built Up)

We are allotting you Office No. 301-302-303 - Apx. 8393 Sq.Feet. (Super Built Up) on Third Floor in "PRERNA ARCADE" for Total consideration of Rs. 96,51,950/- (Rs. Ninety Six Lacs Fifty One Thousand Nine Hundred Fifty Only) with Terms & Conditions as per following :

- The Amount is for Proportionate Share of Land & Construction of Your Premises.
- You will Pay Adhoc 6 Months Maintenance Charges Rs. 1,00,716/- to N.T.C. at the time of Possession.
- Possession will be given Against Documents & Payments.
- Stamp Duty Expenses will be borne by you.
- All taxes State / Central / Tax etc will be borne by you.
- You will pay Membership Amt. of Rs. 1500/- for 15 Nos. of Share of Rs.100/- each.
- You will not install any sign board on elevation of Building without prior written permission of the Association.

For, RAJNAGAR NON TRADING ASSOCIATION
RAJNAGAR NON TRADING ASSOCIATION

Secretary

SECRETARY

For GANNON DUNKERLEY & CO. LTD.,

(K. J. RAWAL)
GENERAL MANAGER

RAJNAGAR NON TRADING ASSOCIATION

Reg. No. : N.T.C.G. / 12815 Date : 09-10-2003

Regd. Office : Opp. Doctor House, C. G. Road, Ahmedabad - 380 006. Phone : 33003002/4577/309182823
E-mail : info@prernagroup.com Website : www.prernagroup.com

POSSESSION CERTIFICATE

Date : 24th November 2005.

To,

M/s. Gannon Dunkerley & Co., Ltd.

Ahmedabad.

This is to certify that **M/s. Gannon Dunkerley & Co., Ltd.** have been allotted **Office No. 301 –302-303** admeasuring **8393 Sq.Ft.** (Super Built Up) in “ **PRERNA ARCADE** “ situated at Opp. Doctor House,C.G.Road,Ahmedabad – 380 006, and that they have taken Possession of the aforesaid Offices on 24th Nov.,2005 up to their Satisfaction.

We have received full and final Amount.

For, RAJNAGAR NON TRADING ASSOCIATION

RAJNAGAR NONTRADING ASSOCIATION

Secretary

SECRETARY

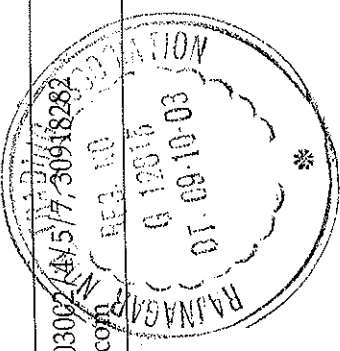
For GANNON DUNKERLEY & CO. LTD.,

(K. J. RAWAL)
GENERAL MANAGER

RAJNAGAR NON TRADING ASSOCIATION

Reg. No. : N.T.C.G. / 12815 Date : 09-10-2003

Regd. Office : Opp. Doctor House, C. G. Road, Ahmedabad - 380 006. Phone : 33003002/4/5/7, 30918282
E-mail : info@premagroup.com Website : www.premagroup.com



Abstract from the Minute of the meeting of the Association held on
21/11/2004.

**Sub : Allotment of office No. 301 – 302 - 303 to M/s. Gannon
Dunkerley & Co. Ltd.**

“ Resolved that **Office No. 301 – 302 - 303** admeasuring **8393**
Sq. Feet. area (Super Built Up) be and is hereby allotted to **M/s.**
Gannon Dunkerley & Co. Ltd. Ahmedabad and the Secretary Shri
Sanket V Shah be and is hereby authorized to issue allotment letter,
Share Certificate etc and to sign Sale deed on behalf of the
Association

Resolved further that Shri Sanket Shah, Secretary be and is hereby
authorized to give such declaration as may be required by M/s.
Gannon Dunkerley & Co. Ltd.

Certificated to be True .

For, Rajnagar Non Trading Association

RAJNAGAR NONTRADING ASSOCIATION

Secretary

SECRETARY



Abstract from the minutes of the meeting of the Board of Directors of the Company held on 24/11/2005 at the registered office of the Company.

1. Delegation of power to Shri Sanket Shah Director.

The Chairman informed the Board that it is in the interest of the company to delegate certain powers in relation to affairs of the Company to Shri Sanket Shah Director for smooth administration and performance of the Company. The Board considered the matter and passed the following resolution unanimously.

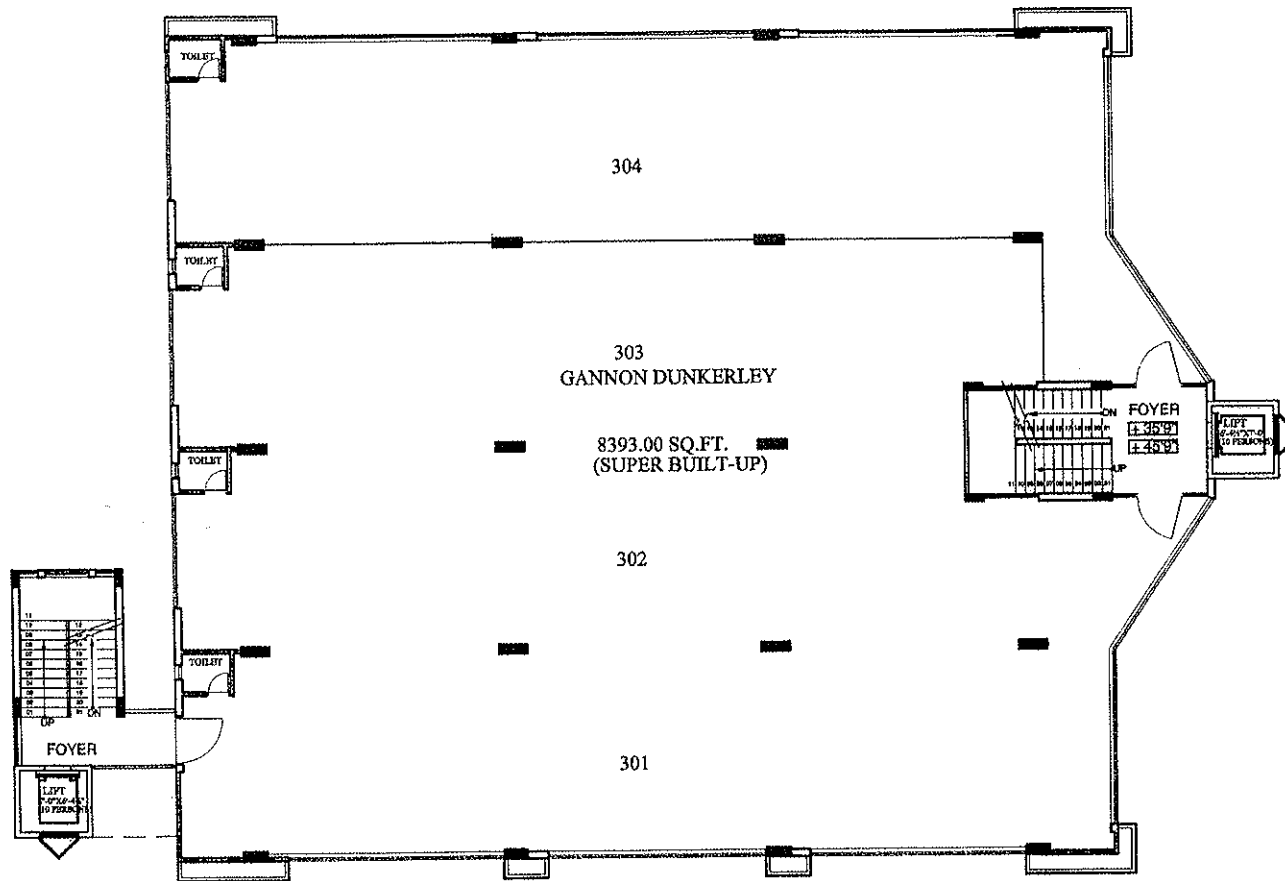
"Resolved that Shri Sanket Shah Director of the Company be and is hereby authorized and empowered to sign before any Government authorities all papers, applications, complaints, petitions, agreements and all other documents as well as affidavits as may be required.

Resolved further that Shri Sanket Shah Director of the Company is also authorized to sign as confirming party in respect of sale of property where the company has entered into development agreement as Developer."

Certified to be true.

For Prerna Finsafe Limited.

Vijay C. Shah
Chairman



THIRD FLOOR PLAN

For GANNON DUNKERLEY & CO. LTD.

K. J. Rawal
(K. J. RAWAL)
GENERAL MANAGER

Rajnagar Non Trading Association

Sahar
Secretary

THIRD FLOOR PLAN



PRERNA ARCADE
OPP. DOCTOR HOUSE, C.G. ROAD,
AHMEDABAD

SCALE :- 1"=20'0"
DATE :- 24 NOVEMBER 2003
DEALT :- UCHITA
CHECKED :-

PROJECT CONSULTANT
PRERNA, DOCTOR HOUSE, AHMEDABAD
PHONE - 30918282-33003005

ARCHITECTS
DESIGN WORKSHOP
AHMEDABAD. PHONE : 2644 09 15

K. NANAVATI & GANDHI ASSOCIATES

Advocates, Solicitors & Notary

"Suyojan Building" 9th Floor, Nr. President Hotel, Opp. Municipal Market, Off C.G.Road, Navrangpura, Ahmedabad 380 009. Ph. 30911183-84, Fx. 26560312

Uttambhai R. Gandhi	(R)26302496	Kunal Nanavati	(R)26305994
Keyur D. Gandhi	(R)26929211-12	Dharmishtha K. Nanavati	(R)26300087

REF/URG/F-215/2539 /2005

November 23, 2005

To,
GANNON DUNKERLEY & CO. LTD.,
Ramnivas No. 2,
Near Gujarat Samachar,
Khanpur, P. B. 232,
Ahmedabad-380 001

Dear Sirs,

Sub: Property being office premises No. 301, 302 and 303 of "Perna Arcade", on the land bearing Sub-Plot No. 46/B of Final Plot No. 715 of the Town Planning Scheme No. 3/5 (Varied) Ahmedabad situate at Mouje Chhadavad, Taluka City, District Ahmedabad.

We have to refer to your instructions to investigate the title of the RAJNAGAR NON-TRADING ASSOCIATION an association registered under the Bombay Non-Trading Corporation Act (since repealed) to the aforesaid property being office premises bearing No. 301, 302 and 303 of "Perna Arcade" a building constructed on the land bearing Sub-Plot No. 46/B of Final Plot No. 715 of the Town Planning Scheme No. 3/5 (Varied) Ahmedabad situate at Mouje Chhadavad, Taluka City, District Ahmedabad and have to state that we have caused searches to be taken of relevant revenue records and the records of Sub-Registrar of Assurances concerned and that based on search and information gathered we find that the title of the Association is clear, marketable and free from encumbrances.

SCHEDULE

All that the land, hereditaments and premises situate, lying and being at Mouje Chhadavad, Taluka City, District Ahmedabad within the registration Sub-District Ahmedabad-4 (Paldi) bearing Office Nos. 301, 302 and 303 admeasuring 8393 sq. ft. (super built up area) on 3rd floor, out of the commercial complex named "Perna Arcade" constructed on the

plot of land located on the main C.G. road bearing Sub Plot No. 46B of
Final Plot No. 715 admeasuring 1861.15 sq. mtrs. of Town Planning
Scheme No. 3/5 (Varied) Ahmedabad which plot is bounded as follows:

On the North by : Plot No. 46/A
On the South by : Road
On the East by : Road
On the West by : Partly by Road and partly by adjoining
Plot of Parth Duplex

Thanking You,
Yours Faithfully,

For K. Nanavati & Gandhi Associates



U. R. Gandhi

/COT Gnanaj/

શેર સર્ટીફિકેટ નં. ૧

દરેક શેર રૂા. ૧૦૦/-

ના એવાઈડ (EVIDENCE) શેર માટે

લી/N.T.C

Rajnagar Non Trading Association

શેર ભંડોળ રૂા. ૧૫૦૦/- દરેક રૂપીયા ૧૦૦/- ના એવાઈડ (EVIDENCE) શેરોમાં વહેંચાયેલી

આથી સર્ટીફિકેટ આપવામાં આવે છે કે શ્રી/મ/ડ. Gannan Dhanerley & Co., Ltd.

રહેવાસી Ahmedabad.

Office No: ૩૦૧, ૩૦૨, ૩૦૩.

ના તે મંક્મીના/એન.ટી.સી.ના કાયદા કાનુનને અનુસરીને તથા સદરહુ સોસાયટી જે જે નિયમો કરશે તે

ધારાધોરણ તથા નિયમો પ્રમાણે ચાલે ત્યાં સુધી સદરહુ સોસાયટીના સદરહુ શેર નંગ ૧૬ ના માલીક છો.

આ એસોસિયેશન ૧૫૦૦/- અંકે રૂા. One thousand five hundred Only

રાજનગર નોન ટ્રેડિંગ એસોસિયેશન, તા. ૨૫th

RAJNAGAR NONTRADING ASSOCIATION

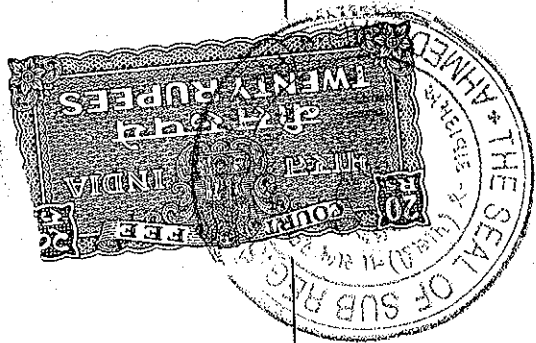
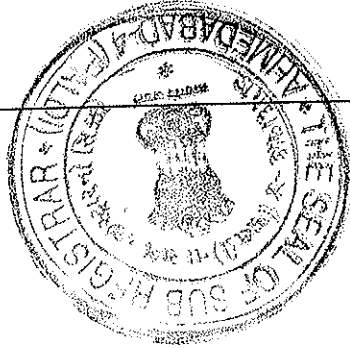
માહે November સને ૨૦૦૫.

સેક્રેટરી

SECRETARY વ્ય. ક. સભ્ય

પ્રમુખ



[illegible]

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ମିଶ୍ରାଏଲ ଛତ୍ତରୀ N.M.SOLANKI

(1971-8) 3113 Hb
2122 27-10-72



ପ୍ରାଣ ଶାନ୍ତିର ନୀତି ଶାନ୍ତିର ନୀତି ଶାନ୍ତିର ନୀତି ଶାନ୍ତିର ନୀତି ଶାନ୍ତିର ନୀତି : ୩୩

(፪ኛው-፩)ንግግር

2002/26/50 : 7/2/10

ԼՍԻԵ ԻՏԻՆ ՄԵԶԻՍ ԴԵՋԿ : ԵՌԻՍ ԱԵԻԵ

ፆሌገረ ስፊ ከፀፀፈ/፳፭/፳፭ ክፍለሰላ ሆ ረከረከ'ክፍለ'ክፍለ