

AGREEMENT

OF

BUSINESS SQUARE

A-501

AGREEMENT

OF

BUSINESS SQUARE

BBN ENTERPRISES

SETHNA BUILDING, 216, PRINCESS STREET, MUMBAI- 400 002.

PHONE NO. 2201 3356, 2201 7692 FAX 2200 1685

Date : 06-09-2006.

To,
GANNON DUNKERLEY & CO., LTD.
3rd Floor, New Excelsior Building,
A. K. Nayak Marg, Fort,
Mumbai 400 001,

Re: Agreement dated 05th September 2006 in respect of the
Premises No 501 admeasuring about 6260.95 sq ft
(carpet area) on the fifth Floor of Wing 'A' alongwith
three reserved stilt car parking spaces (No. 55, 56 & 57
and right to park three cars in open car parking space
in the compound of the building known as 'Business
Square' situated at Chakala Andheri (E) Mumbai

Dear Sirs

Upon receipt of the full & final consideration of Rs 4,13,25,000/- in respect of the above
Premises, we have this day handed over to you the conditional possession of the above
Premises.

Please Confirm

Yours Sincerely,
For BBN Enterprises

Shanoli N. Shah
Partner

We Confirm having received keys today
For GANNON DUNKERLEY & CO., LTD.

06/09/06

Authorised Signatory

B B N ENTERPRISES

SETHNA BUILDING, 216, PRINCESS STREET, MUMBAI- 400 002.

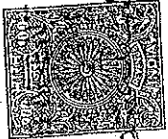
PHONE NO. 2201 3356, 2201 7692 FAX 2200 1685

RECEIPT

RECEIVED from GANNON DUNKERLEY & CO., LTD., having its office at New Excelsior Building, 3rd Floor, A. K. Nayak Marg, Fort, Mumbai 400 001, a sum of Rs. 25,00,000/- (Rupees Twenty five lakhs only) vide cheque no. 048773 & 048774 both dated 18-07-2006 amounting to Rs. 20,00,000/- & Rs. 5,00,000/- respectively, both drawn on ICICI Bank Ltd., Fort Branch, Mumbai being the part payment for the purchase of the office premises No. 501 on 5th floor, in A wing, having a total carpet area 6260.95 sq. ft. in our project known as BUSINESS SQUARE, at Andheri Kurla Road, Andheri (East), Mumbai 400-093, along with 3 Stilt car parks No. 55,56 & 57 and right to park 3 cars in Open car parks.

Dated : 20-07-2006

WE SAY RECEIVED

For B B N ENTERPRISES

Bhaskar M. Shah.
Partner

B B N ENTERPRISES

SETHNA BUILDING, 216, PRINCESS STREET, MUMBAI- 400 002.

PHONE NO. 2201 3356, 2201 7692 FAX 2200 1685

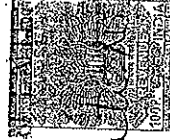
RECEIPT

RECEIVED from GANNON DUNKERLEY & CO., LTD., having its office at New Excelsior Building, 3rd Floor, A. K. Nayak Marg, Fort, Mumbai 400 001, a sum of Rs. 4,13,25,000/- (Rupees Four crores thirteen lakhs twenty five thousand only) vide cheque no. 719137 dated 6-9-2006 drawn on State Bank of India, Commercial Branch, Mumbai being the full and final payment of the total consideration payable for the purchase of the office premises No. 501 on 5th floor, in A wing, having a total carpet area 6260.95 sq. ft. in our project known as BUSINESS SQUARE, at Andheri Kurla Road, Andheri (East), Mumbai 400-093, along with 3 Stilt car parks No. 55,56 & 57 and right to park 3 cars in Open car parks.

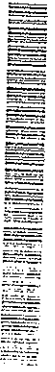
Dated : 06-09-2006

WE SAY RECEIVED

For BBN ENTERPRISES



Bhargava Shah,
Partner



Tuesday, September 05, 2006

4:14:26 PM

Original

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Regn. 39 M

पावती

पावती क्र. : 6856

दिनांक 05/09/2006

गावाचे गाव चकाला

दस्तऐवजाचा अनुक्रमांक

वदर 4 - 06807 - 2006

परतऱा ऐवजाचा प्रकार

करारनामा

सादर वारणासाठी गावा:मे गोनन डकली अँड कंपनी लि. च्या वॉईस प्रेसी (कॉपी.) व कंपनी संग्रहारी सतीश के. मटेव्ही

नोंदणी फी

: - 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

: - 1440.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (72)

एकूण रु. 31440.00

अभिप्राय हा दस्त अंदाजे 4:29PM ह्या वेळेस मिळेल

वर. दुय्यम निबंधक, मुद्रांक विभाग, मुंबई-२,

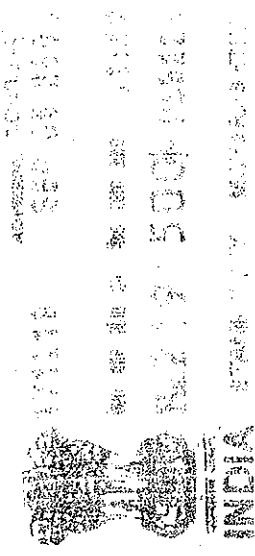
बाजार मूल्य: 37531849 रु. मोबदला: 43825000 रु. मुद्रांक उपनगर सिव्हा.

भरलेले मुद्रांक शुल्क: 2191500 रु.

मुद्रांक या प्रकार : डीडी/धनाकषाद्वारे:

मोबा. गाव व वस्ता: एस बी आय ;

फी व गुनासक क्रमांक: 22409; रकम: 30000 रु.; दिनांक: 05/09/2006



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PART III

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Customer Copy		Date: 5/9/06		Deposit Br: Npl.		Pay to: Acct Stamp Duty, Mumbai	
Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
		2191600	22			21916221	
Stamp duty paying party: <i>Gannon Dunkerley & Co. Ltd.</i>				Name No. <i>2933-12</i>			
(For Bank's Use only)				Tran ID		Franking Sr. No.	
						<i>2933-12</i>	
				Officer			

This Agreement made at Mumbai this 3rd of September, 2006:

Between

M/S. BBN ENTERPRISES, a partnership firm carrying on business at Sethna Building, 216, Princess Street, Mumbai-400 002, having its PAN NO. AADFB 2649 B (hereinafter called "the Developers", which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for the time being constituting the said firm, survivors or survivor of their heirs, executors and administration of such survivors their his or her assigns) of the

One Part;

And

GANNON DUNKERLEY & CO., LTD. a Company having its Registered Office at New Excelsior Building, 3rd Floor, A. K. Nayak

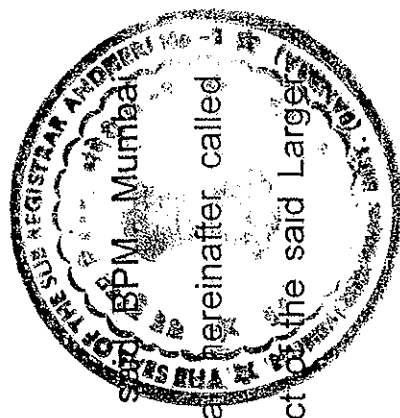
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Marg, Fort, P. B. No. 1547, Mumbai – 400 001, having its PAN NO. AAACG 1846 P, through its VICE PRESIDENT MR. SATISH K. MAHESHWARI hereinafter called “the Purchaser/s” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include or a Body Corporate its successors and assigns) of the **Other Part**;

WHEREAS:

(a) One BPM Industries Limited, (formerly known as Bharat Pulverising Mills Limited), hereinafter called “the said BPM” was the Owner of the Property situated at Chakala, Andheri (East), Mumbai and described in the First Schedule hereunder written, hereinafter called “the said Larger Property”;



(b) In pursuance of the application of the said BPM, Mumbai Municipal Corporation of Greater Mumbai hereinafter called “BMC” has sanctioned a layout in respect of the said Larger Property;

(c) In pursuance of the another application of the said BPM, BMC approved plan for construction of a building on a portion admeasuring 6200 sq. mtrs., forming part of the said Larger Property shown by a boundary line on the Plan annexed hereto as Annexure ‘A’, hereinafter called “the said First Plan” and

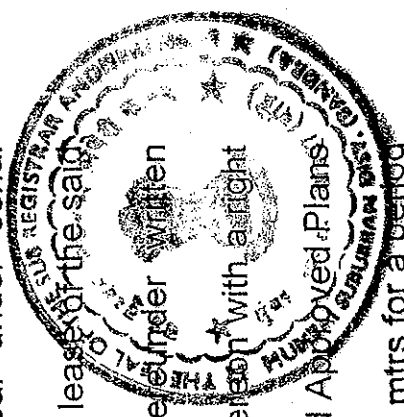
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which said portion is called "the said Plot" and more particularly described in the Second Schedule hereunder written under IOD No.CE/6674/WS/AK dated 9th June, 1998 as amended on 30th September, 1998 and further amended on 22nd December, 1999 and 20th January, 2000 for utilizing BMC Floor Space Index (FSI) not exceeding 10577.21 sq. mtrs, hereinafter called "the said Approved Plans" and Commencement Certificate.

(d) In pursuance of the said IOD, Commencement Certificate was duly granted by BMC on 2.09.1999 and full Commencement Certificate was granted on 19.04.2000;

(e) After carrying out construction upto the plinth level, by an Indenture of Lease dated 24th December, 1999 made between the said BPM, therein called "the Lessor" and the Developers, therein called "the Lessees" ("the said Indenture of Lease") and registered with the Sub-Registrar of Mumbai under serial No.BBS-8680 of 1999 the said BPM granted a lease of the said Plot described in the Second Schedule hereunder written together with incomplete structure standing thereon with a right to carry out further construction as per the said Approved Plans by using BMC FSI not exceeding 10577.21 sq. mtrs for a period of 1999 years commencing from 24th December, 1999 at the annual rent of Re.1/- (if demanded) and on the terms and



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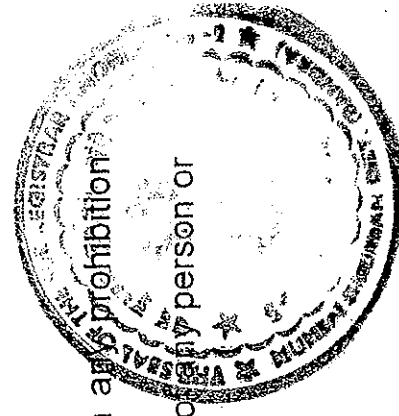
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conditions therein contained together with non exclusive right of way over internal road abutting to the west side of the said Plot;

(f) In pursuance of the said Indenture of Lease and the said Approved Plans, the Developers have substantially constructed a building consisting of stilt and upper floors named as "Business Square" by consuming BMC FSI of 10577.21 sq. mtrs., hereinafter called "the said building" and Occupation Certificate in respect of the said building is expected to be issued by BMC in due course;

(g) Under the said Indenture for Lease, the Developers also have the right to sell tenements in the said building "Business Square" on ownership basis to such person or persons on such terms and conditions as the Developers may determine in their sole discretion and appropriate the sale proceeds thereof;



(h) The said Indenture of Lease does not contain any prohibition against assignment of the said Lease in favour of any person or a Co-operative Society;

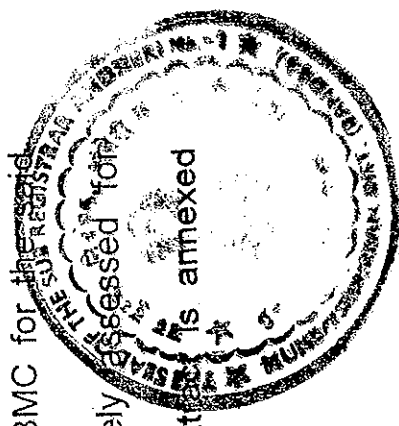
(i) The said building consists of Wings A, B and C. Wing A partly consists of ground and four upper floors and partly of stilt and five upper floors, Wing B consists of stilt and four upper floors and Wing C consists of Stilt and five upper floors. Ground and

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first upper floor of Part of A wing each consist of one unit and both have been joined by an internal staircase and internal exclusive lift;

- (j) The Developers have appointed Mr. Nitin Shah, as the Architects, and M/s. Access Architects as Designer Architects, respectively for the construction of the said building;
- (k) The Developers propose to sell commercial premises in the *said building, car parking under stilt/open car parking on what is known as "Ownership Basis"*;
- (l) In City Survey Records, the said Larger Property stands in the name of the said BPM. There is no separate City Survey Extract in respect of the said Plot. The name of the Developers is not shown therein as Lessees of the said Plot. On Occupation Certificate being received from BMC for the said building, the said building will be separately assessed for property taxes. A copy of City Survey Extract is annexed hereto and marked Annexure 'B';



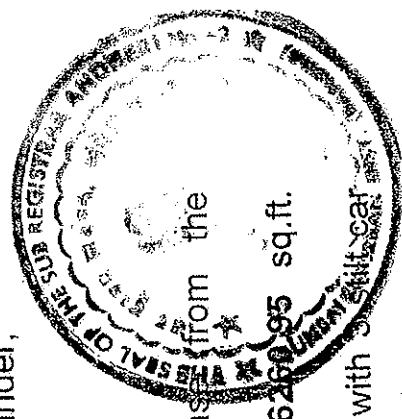
- (m) Certificates of Title dated 19th October, 2005 and 6th January, 1995, pertaining to the-said Larger Property/the said Plot issued by M/s. M.P. Savla & Co., Advocates & Solicitors and M/s Markand Gandhi & Co, Advocates & Solicitors, respectively,

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certifying the title of the said BPM to the said Larger Property/the said Plot are annexed hereto and marked Annexure 'C1 and C2'

(n) The Purchasers have approached the Developers for the purchase of commercial premises on an ownership of the said premises (defined below), as hereinafter mentioned and the Developers have agreed to sell the same to the Purchasers. The Developers have given inspection to the Purchasers of all documents of title relating to the said Larger Property and sanctioned plans, designs and specifications, Approval/Commencement Certificate of Building Plans and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as the "MOFA Act") and the Rules made thereunder;



(o) The Purchasers has/have agreed to purchase from the Developers Premises 'No. 501 admeasuring 6260.95 sq.ft. Carpet area on FIFTH Floor in Wing A together with 3 built car parking Nos. 55, 56 and 57 admeasuring 41.25 sq. mtrs. and right to park 3 cars in open parking area admeasuring 31.05 sq. mtrs. such car parks being reserved for the Purchasers, which hereinafter collectively referred to as "the said Premises" on "ownership basis" in the said building and the Developers

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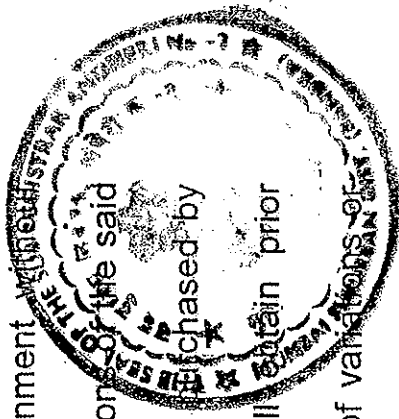


have agreed to sell to the Purchasers the said Premises in the said building at the price and on the terms and conditions hereinafter appearing;

Now This Agreement Witnesseth And It Is Hereby Agreed

By And Between The Parties Hereto As Follows:

1. The Developers have substantially constructed building known as "Business Square" on the said Plot more particularly described in the Second Schedule hereunder written, in accordance with the plans designs, specifications approved by BMC which have been kept at the office of the Developers and at the site for inspection and have been seen and approved by the Purchasers. The Developers shall be entitled to carry out such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government without adversely affecting the interior of the size and dimension of the said premises agreed to be sold by the Developers being purchased by the Purchasers; Provided that the Developers shall obtain prior consent in writing of the Purchasers only in respect of variations or modifications which may adversely affect the interior of the said premises, agreed to be purchased by the Purchasers.



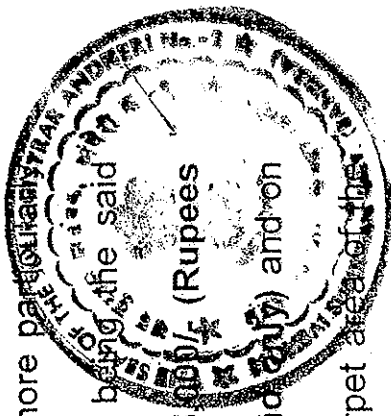
2. The Purchasers have, prior to the execution of this Agreement satisfied themselves about the title of the Developers to

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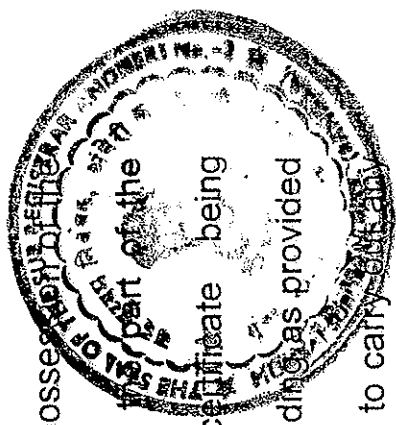
the said Larger Property/the said Plot and they shall not to be entitled further to investigate the title of the said Larger Property and/or the said Plot and no requisition or objection shall be raised on any matter relating thereto. The Purchasers shall be deemed to have purchased the said premises on the conditions set out in the recitals above and to have accepted the title thereof.

3. The Developer have agreed to sell to the Purchasers and the Purchasers have agreed to purchase from the Developers the premises bearing **No.501** on **Fifth Floor** in **Wing "A"**, admeasuring **6260.95** square feet (carpet area) hereinafter called "the said office" along with **3** stilt car parking Nos. **55, 56 and 57** admeasuring **41.25** sq. mtrs and right to park 3 cars in open parking area admeasuring **31.05** sq. mtrs. both at such place as may be allotted by the Developers together with the common areas and facilities subject to which the said premises is, the nature, extent and description of the common areas and the limited common areas are more particularly described in the Third Schedule hereunder written being the said premises, at or for a lump sum price of **Rs. 4,38,25,000/- (Rupees Four crores thirty eight lakhs twenty five thousand 200/-)** and on the terms and conditions contained herein. The carpet area of the said premises, inclusive of Balcony, is 6260.95 sq. ft. The said office premises, agreed to be purchased by the Purchasers hereunder, is shown in the typical floor plan annexed hereto and marked **Annexure** 'D'. The said consideration mentioned hereinabove is fixed on lump sum basis and has no relevance to area of the said Premises.



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4. The Purchasers have on or before execution of this Agreement paid to the Developers a sum of **Rs. 25,00,000/- (Rupees Twenty five lakhs only)** towards earnest money and shall pay to the Developers the balance sum of **Rs. 4,13,25,000/- (Rupees Four crores thirteen lakhs twenty five thousand only)** being the balance of the purchase price ("balance consideration") on or before 15th September 2006, hereinafter called "the due date". The time of payment of balance consideration is the essence of the Agreement. The Purchasers shall not be entitled to withhold the payment of balance consideration on the due date on the ground that Occupation/Part Occupation Certificate in respect of the said premises is not obtained or on any other ground. On payment of the balance consideration by the Purchasers to the Developers, the Developers shall put the Purchasers in conditional vacant possession of the said premises. The Purchasers shall be entitled to put their own lock on the said premises. The conditional possession granted hereby shall ipso facto stand converted into formal possession of the said premises without any further act or deed on the part of the Developers upon occupation/part occupation certificate being obtained by the Developers in respect of the said building as provided herein. The Purchasers agree/s and undertake/s not to carry out any civil/structural alterations in the said premises till the occupation/part occupation certificate is obtained as provided herein. However, the Purchasers shall be entitled to carryout interior work in the said office



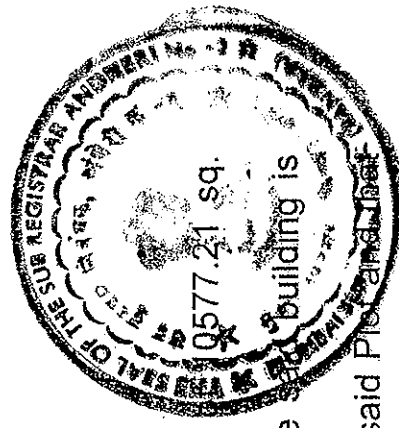
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for use as purchasers office and shall be entitled to install fixtures and fittings, ACs, Telephones, internet cabling etc.

5. The Developers shall obtain occupation/part occupation certificate in respect of the Wing "A" in which the said premises is situated on or before 30th September, 2006. The Purchasers shall become liable to pay Municipal Taxes and outgoings in respect of the said premises upon the occupation/part occupation certificate being obtained as provided herein.

6. In case of breach on the part of the Purchasers in making payment of the balance consideration on the due date, the Purchasers agree to pay to the Developers interest at 12% per annum in respect of any delay in payment of the balance consideration or part thereof from the due date as provided in clause 4 hereof.



7. The Developers declare that the BMC FSI mtrs., intended to be availed for construction of the said building is made available out of the total FSI allocable to the said Plot and that no part of the said FSI has been utilized by the Developers elsewhere for any purpose whatsoever. The Developers will be entitled to carry out additional construction if permitted. It is specifically agreed between the parties hereto that if hereafter any increase in FSI becoming available in respect of the said Plot, the Developers shall



be entitled to utilize the same, as per the rules of the appropriate authority from time to time and they are hereby expressly authorized by the Purchasers to utilize and consume such excess FSI for development on the said building or on the said plot or anywhere else, as per Government rules and regulations.

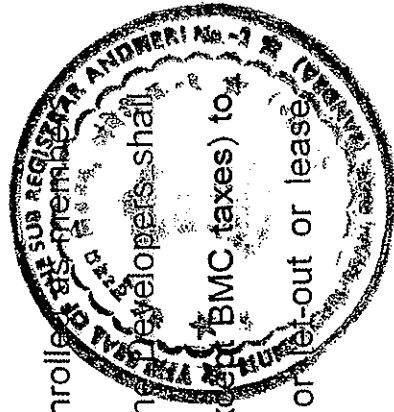
8. The Purchasers are aware that the Developers will be entering into similar Agreements with several other parties, in respect of other premises in the said building containing almost similar terms and conditions or on different conditions depending on the understanding between the Developers and other prospective purchaser/s, with the variation/s in the sale price which may be mutually agreed upon between the Developers and each purchaser/s.

9. Nothing contained in these presents shall be construed to confer upon the Purchasers any right, title or interest of any kind whatsoever into or over or as a grant in law of the said premises or the said building or any part thereof. Such conferment shall take place only upon the transfer by formal document and execution thereof in respect of the said Plot together with the sale deed by a Co-operative Society or any other body to be formed by the Purchasers of different premises as stated herein. The Purchasers shall have no claim save and except in respect of the said premises agreed to be sold to them.



10. The Purchaser/s shall accept Occupation Certificate or Part Occupation Certificate for the building consisting of the said premises. Upon receipt of the occupation certificate/part occupation certificate, conditional possession of the said premises by the Purchasers shall ipso facto stand converted into absolute possession and thereupon the Purchasers shall be entitled to possess, use and occupy the said premises. The Certificate of the Architects of the Developers together with true copy of the Occupation Certificate to the effect that such occupation/part occupation certificate is issued shall be conclusive.,

11. The Purchasers of all the premises comprising of the said building shall form a Co-operative Society or any other body of the Purchasers after completion of the construction of the said building and after all the premises in the said building are sold, the Developers shall execute assignment of the residuary period of lease in respect of the said Plot together with the said building, hereinafter called "the said property" in favour of such Co-operative Society or body. In case when Society is formed some premises in the said building are unsold then the Purchasers of such premises shall be enrolled as members of the Society without charging any premium. The Developers shall not be liable to pay any maintenance charges (except BMC taxes) to the Society till such unsold premises are sold or let-out or lease tenancy on Leave and Licence Agreement.



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12. The fixtures, fittings and amenities to be provided by the Owner and the Developer in the said Premises and in the said building are as set out in Annexure 'E' hereto annexed.

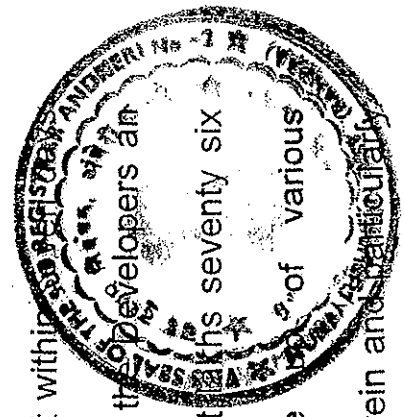
13. The Developer shall give conditional possession of the said premises to the Purchasers simultaneously with the Purchasers making payment of the balance consideration as provided herein.

14. At the time of taking possession of the said premises, the Purchasers shall fully satisfy himself/herself/itself/themselves 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 Purchasers shall not thereafter have any claim whatsoever against the Developers save and except the balance of the work if any required to be completed by the developer on the date of possession.

15. The Purchasers shall, on or before taking delivery of possession of the said premises and in any event within _____ of the written notice from the Developers, pay to the Developers an aggregate sum of Rs. 8,76,940 /- (Rupees Eight lakhs seventy six thousand nine hundred forty only) made by way of various deposits/charges/costs/contribution mentioned herein and particularly

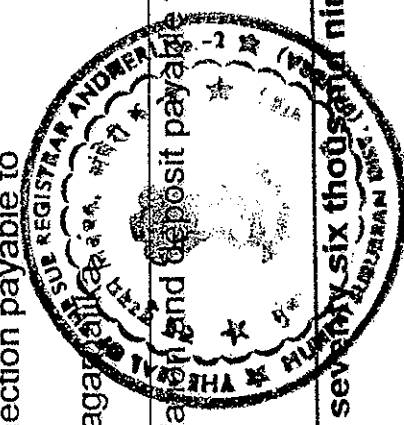
set out in the tabular form below and all increases therein after the date hereof namely:

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Sr. No.	Amount	Particulars
1	Rs. 10,000/-	Legal costs charges and expenses for the preparation of various documents including Lease/Deed of Assignment in favour of the Society or the Declaration and Deed of Apartment (as the case may be) in case a Condominium is formed.
2	Rs. 500/-	Share money/Application Entrance Fee of the Society/ Condominium.
3	Rs. 4,20,720/-	Proportionate share of expenses and outgoings including property taxes (as may be applicable at the rates prevailing at the time of possession) for a period of 6 (Six) months.
4	Rs. 4,20,720/-	Deposit toward the Proportionate share of expenses and outgoings including property taxes (as may be applicable at the rates prevailing at the time of possession) for a period of 6 (Six) months.
5	Rs. 10,000/-	Deposit for water connection payable to Brihanmumbai Mahanagar Palika.
6	Rs. 15,000/-	Electrical Meter, installation and deposit payable to Reliance Energy.
Total	Rs. 8,76,940 /-	(Rupees Eight lakhs seven thousand and nine hundred forty only)



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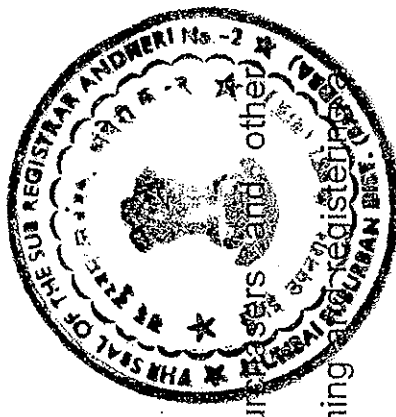
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16. The Developers shall utilize and adjust the said sum of Rs.10,000/- (Rupees Ten Thousand only) paid by the Purchasers under clause 15 above for meeting all legal costs charges and expenses including professional costs of the Advocates of the Developers in connection with formation of the Society or Condominium preparing Bye-laws, Rules, Regulations of the Society or Condominium. The Developer shall always keep the sum of Rs.4,20,720/- (Rs. Four Lakh Twenty Thousand Seven Hundred Twenty only), as per clause 15(4) above, equivalent to six months share of expenses and outgoings including property taxes as a deposit which shall be paid over by the Developer to the Society or to the Condominium (as the case may be) as and when it is formed as per Rules.

17. The Purchasers shall not use the said premises or any part thereof or permit the same to be used for the purposes other than for commercial purpose and shall use the Parking Space for purpose of parking the Purchasers' vehicles and / or of its officers and executives vehicles.

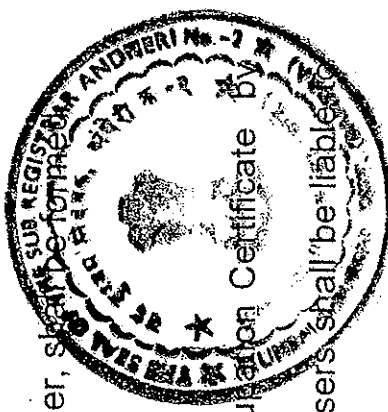


18. The Purchasers, along with other Purchasers and other occupants of the said building, shall join in forming a registered Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 to be known by such name as the Developers may decide and for this purpose shall also, from time to time, sign and

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execute the application 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 Developer to the Purchasers so as to enable the Developers to register the Society under Section 10 of MOFA Act. The proposal for the formation of the Co-operative Society shall be prepared and filed as soon as possible after the receipt of the Occupation Certificate/s in respect of Wing "A", Wing "B" and Wing "C". The Purchasers shall take 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 Purchasers will be recognized and regulated by the Bye-laws Rules and Regulation of the said Society. In the alternative, if the Developers so decides to form an Association of Apartment Owners being a Condominium, as contemplated under the provisions of the Maharashtra Apartment Ownership Act, 1970 ("the MAO Act") and the Rules framed there under, shall be formed.

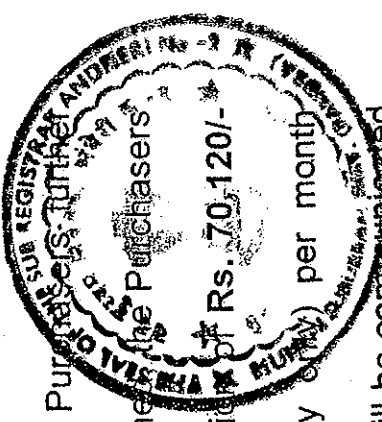


19. Upon obtaining the Occupation/Part Occupation Certificate by the Developers as provided herein, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up area of the said premises) of all outgoing in respect of the said property (land, buildings and structures) including ground rents, local taxes, rates, charges, cesses, betterment charges, assessments,

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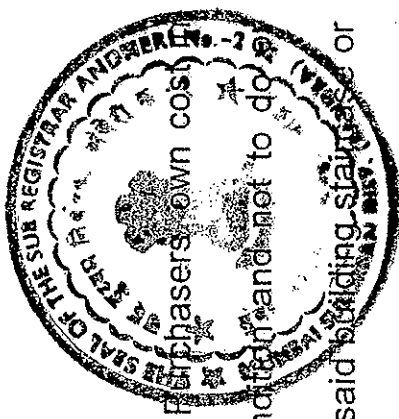
levies and all other impositions made by the concerned local or public bodies or authorities and/or Government (State or Central) water charges, insurance, common lights, repairs and salaries of clerks bill-collectors, chowkidars, sweepers and electricity and telephone cables water lines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the administration management and maintenance of the said building or the said property including the said building, as the case may be (hereinafter collectively referred to as "all outgoings") for the period from the date of delivery of conditional possession of the said Premises to the Purchaser/s as specified in the Fourth Schedule hereto irrespective of whether possession of the said premises is taken by the Purchasers or not. Until the Society is registered or the Condominium or any other body is formed (as the case may be) and the said property (land together with buildings and structures) is transferred to the Society or any other body or the Deed of Apartment is executed in favour of the Purchasers (as the case may be) the Purchasers shall pay to the Developers such proportionate share of outgoings as may, from time to time, be determined by the Developers. The Purchasers, further, agree that till the Purchasers' share is so determined, they shall pay to the Developers provisional contribution of Rs. 70,120/- (Rupees Seventy thousand one hundred twenty only) per month towards all outgoings or such other amounts as will be communicated from time to time by the Developers to the Purchasers in writing at a later date towards such outgoings. After expiry of the period of six months, the Purchasers shall pay, in advance, six months'



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contribution as may, from time to time, be determined by the Developers and shall not withhold the same for any reason whatsoever. The amounts so paid by the Purchasers 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 said property is transferred to the Society or the Deed of Apartment is executed in favour of the Purchasers (as the case may be). If any, balance is left and also the deposits referred to hereinabove (less deductions provided for in this Agreement) shall be paid over by the Developer to the Society or to the Condominium (as the case may be).

20. Commencing a week after notice in writing is given by the Developers to the Purchasers that the said premises is ready for use and occupation, the Purchasers with intention to bind all persons into whosever hands the said premises may come, doth hereby covenant with the Developers as follows:

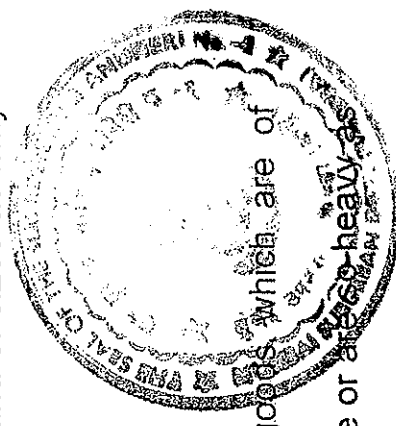


- (a) To maintain the said premises at the Purchasers' own cost in good tenable repair order and condition and not to do any thing or suffer to be done anything in or to the said building, structures or any passage and other common areas and amenities which may be against the Rules, Regulations or Bye-laws of the Brihanmumbai Mahanagarpalika or the Government (State or Central) or other local or public bodies or authorities or the

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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 Purchasers shall be at liberty to make internal alterations or additions in the said premises without damaging any column beam or other structural member of the said building after obtaining at his/her/its/their 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 Purchasers 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 Developer and/or the Society, Body or Condominium will place nameplates and boards in specified areas and of sizes as may be approved by them;



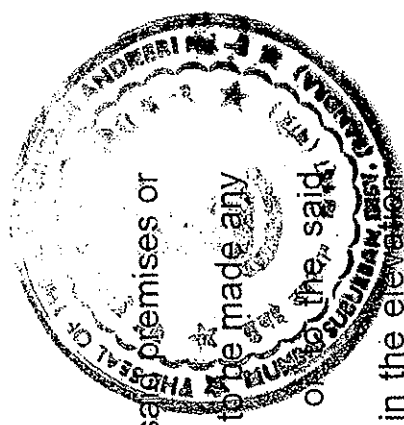
- (b) Not to store in the said premises any goods which are of hazardous combustible or dangerous nature or are too heavy as to damage the construction or structure of the said building or storing of which goods is objected by the concerned local or other authorities or by the Society or Condominium 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

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is caused to the said building or to the said premises on account of negligence or default of the Purchasers or their employees, agent, servants, guests or invitees in this behalf, the Purchasers shall be liable and responsible for the consequences of any breach of this condition;

(c) To carry out at their own cost all internal repairs to the said premises and maintain the same in good condition state and order in which the same was delivered by the Developers to the Purchasers 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. In the event the Purchasers commit any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to 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 whatever nature in or premises or any part thereof nor any alteration in the elevation sections details and outside colour scheme of the said building and the Purchasers shall keep the sewers drains pipes and all other amenities in the said premises and appurtenances thereto

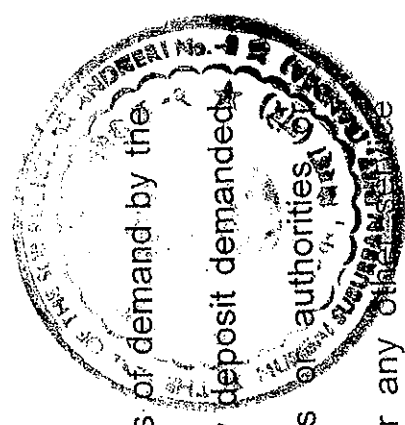
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in good tenantable repair order and condition and in particular so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner damage columns beams walls slabs or RCC pardis or other structural members in the Premises without the prior written permission of the Developer/Society/Condominium and wherever necessary of the Brihanmumbai Mahanagarpalika and other Competent 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 or whereby any 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 Developer within seven days of demand by the Developer his/her/its/their share of security deposit demanded by the concerned local or public bodies or authorities, or Government for giving water electricity or any other connection to the said building;

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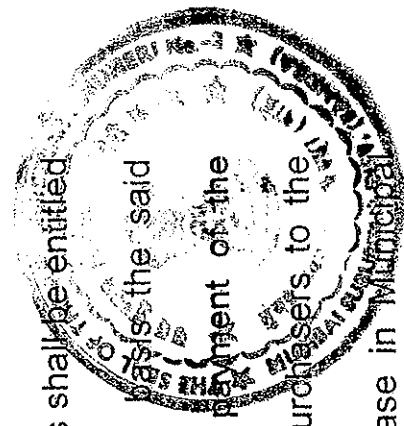
(h) To bear and pay all rates taxes cesses assessments water charges electricity charges insurance outgoings and such other levies and impositions if any and all increases therein which are levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities;

(i) The Purchasers shall at all time use the said premises for commercial purpose only and the said car park for parking car only;

(k) Until the payment of the balance purchase price is paid by the Purchasers to the Developers and/or till the Mortgage, if any, of the said premises in favour of financial institution/Bank is released, the Purchaser's shall not transfer assign or part with the Purchasers' interest in or benefit of this Agreement or part with the possession of the said premises or any part thereof or the right to use car park until the Purchaser has intimated in writing to the Developers and has obtained their prior written

consent Provided However that the Purchasers shall be entitled to let, sub-let or give on leave and licence basis the said premises to any person or Company after payment of the balance purchase price is effected by the Purchasers to the Developers Provided Further that any increase in Municipal

Taxes attributable to the said premises by reason of such



Letters or giving on leave and licence basis shall be payable by the Purchasers.;

- (l) The Purchasers 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 structures thereon and the said 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 Purchasers 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 parks 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;



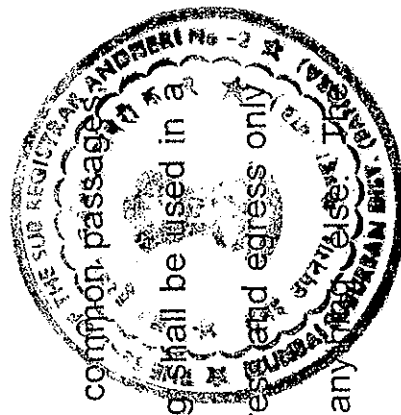
- (m) Until the execution of Assignment of the said property is executed in favour of the body of the Purchasers of the office premises, the Purchasers shall permit the Developer and its surveyors and agents with or without workmen and others at all reasonable hours with the prior permission and with the

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representative of the Purchasers to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchasers shall make good the damage, if any, caused by the Purchasers and carry out repair of such damage at its cost as required by the Developers within fifteen days of receipt of such notice in writing by the Developers to the Purchasers;

(n) The Purchasers shall be entitled to use the lifts in the said building (excluding the internal lift in Ground and First Floor of A Wings). All persons using the lifts shall do so at their own risk. The Purchasers shall not carry or cause to be carried heavy or bulky packages to the upper floors by the passenger lifts. The Purchasers shall not cause any damage to the lifts staircases common passages or any other parts of the said building including the said premises;



(o) The open spaces and common entrances, common passages, lobbies, staircases, lifts in the said building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or any other purpose. The Purchasers shall not use or permit the use of open spaces, common passages, lobbies and staircases in the said building for storage or for use by servants at any time;

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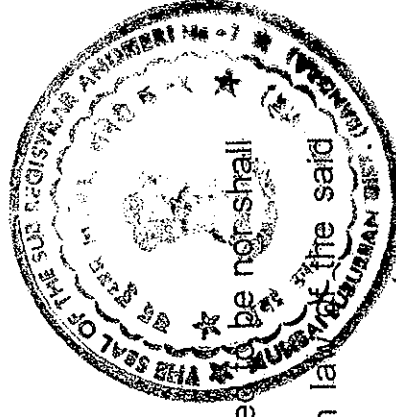
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(p) The Purchasers shall not at any time do any work in the said premises, which would jeopardize the soundness or safety of the said building or prejudicially affect the same;

(q) The Purchasers shall not park any vehicle in any part of the said Plot unless open parking is allotted to the Purchasers;

(r) The Purchasers shall pay his/her/its/their proportionate share of stamp duty and registration fee in respect of the document of transfer of the said Plot with the said building in favour of the Society or the members of the Condominium.

21. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchasers, as advance or deposit amounts, received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.



22. Nothing contained in this Agreement is intended to be construed as a grant, demise or assignment in law of the said premises or of the said land or the said building or any part thereof.

The Purchasers shall have no claim save and except in respect of the said premises hereby agreed to be sold to the Purchasers. All open spaces, parking spaces except for the Car-parking Spaces sold and

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allotted to the Purchasers under this Agreement, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Developers until the said land and the said building/s are transferred in favour of the Society as herein provided.

23. The Developers shall be entitled to construct further additional floor and/or additional structure or structures on the said property by availing available benefits/concessions within the limit of BMC FSI of 10577.21 sq. mtrs., and in the event of additional FSI becoming available to construct such additional floor and/or additional structure or structures without violating the provisions of the said Indenture of Lease (or after obtaining variation to the said provision from the Lessors) and sell of the premises in such additional floor and/or additional structure or structures in such a manner as the Developers may deem fit. In the event of the Developers constructing any additional floor or structure on the said property, the Purchasers of such premises shall be enrolled as members of the Co-operative Society, if the same is already formed. PROVIDED THAT such construction of additional floor/structure shall not affect the said premises purchased by the Purchasers under this Agreement and also shall not affect the air, light ventilation of the said premises. The Purchasers hereby give their irrevocable consent to the Developers for carrying out construction of additional floor and structure/s shall be carried out in accordance with and in conformity with the plans as may be approved by BMC.



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24. It is hereby expressly agreed and confirmed by the Purchasers that the right of the Developers to construct additional structure/s on the said property or put up further additional floors on the said building now under construction or to amalgamate the said property with any other property and to carry out development thereon subject to the compliance of the provisions of the said Indenture of Lease as provided in the preceding clause is an integral part of this Agreement for sale of the said premises to the Purchasers and the Purchasers will not in any manner object to the Developers constructing such additional structures or carrying out any additional construction work on the said building now under construction. The Purchasers also agree/s and undertake/s to give full co-operation and all the facilities to the Developers for carrying out additional construction work on the said building now under construction and/or construction of additional structures on the said property.

25. 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 Purchasers 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 Purchasers nor shall the same in any manner prejudice the rights of the Developers.



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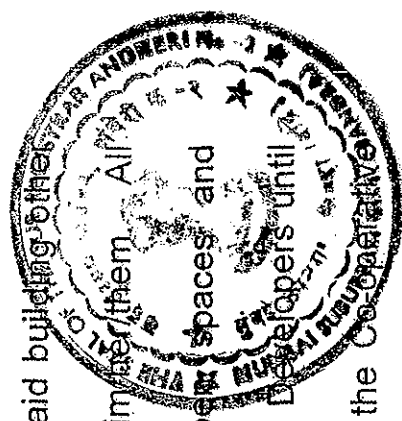
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26. The Purchasers are informed by the Developers that the arrangement for water supply has been made as per prevailing rules and regulations of BMC at the time of sanction of water connection and subject to the undertakings which may be required to 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 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 in that 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 Purchasers to the Developers hereunder 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 Purchasers.

27. The Purchasers shall have no claim or right to any part of the

said property and also to any part or parts of the said building other than the said premises agreed to be taken by him for them. All spaces and lobbies, staircases, lifts, common passages, open spaces and common entrances shall remain the property of the Developers until the whole property is assigned and transferred to the Co-operative Society as the case may be as herein mentioned but subject always



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to the rights, reservations, covenants and easements in favour of the Developers as herein provided.

28. Irrespective of dispute, if any, arising and/or pending at any time between the Developers and the Purchasers and/or Co-Operative Society or any other body, 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 Purchasers to the Developers and shall not be withheld by the Purchasers for any reason whatsoever.

29. The Purchasers hereby agree that in event of any amount payable by way of assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable 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 Purchasers in proportion to the Area of the said premises agreed to be purchased by the Purchasers, and the amount shall be determined by the decision of the Developers, which shall be final, conclusive and binding upon the Purchasers.



30. The Purchasers 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

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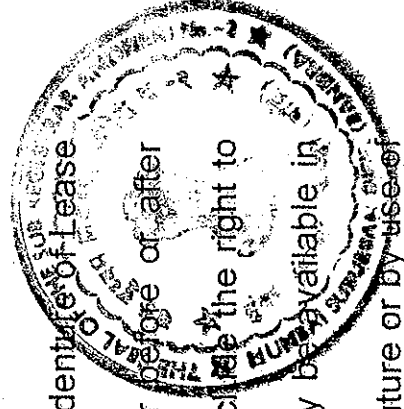
thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said building and/or the said premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps,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

31. The Developers alone shall have a right to make additions and alterations to the said building or any part or parts thereof and also to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building including terraces

subject to compliance of the provisions of the said Indenture of Lease as provided in clause 23 hereof at any time either before or after transfer of the said property and such right shall include the right to use the FSI or the additional floor space which may be available in respect of the said Plot or other land at any time in future or by use of

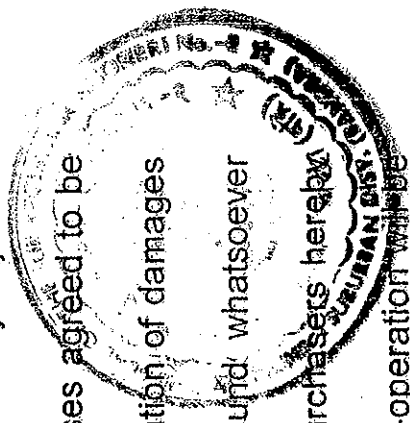
Transferable Development Rights (TDR) and as may be permitted by

BMC and such additional FSI, additions, and alterations and additional structures or storeys shall always be and shall always be deemed to be the sole property of the Developers who shall be



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entitled to deal with or dispose of the same in any ways they choose to without any objection or hindrance from the Purchasers and the Purchasers hereby consent/s to the same. The Purchasers hereby agree/s that he/she/they will agree to the Purchasers of such additional storey or structure being made members of the Co-operative Society. The Purchasers shall not be allowed the use of the terrace and parapet walls of the terrace and the Developers shall have always the exclusive use of the said terrace and parapet walls subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine-room on the said terrace or any repairs to the same. The terrace on the top of the said building including the parapet walls shall always be the property of the Developers. The Agreement with the Purchasers of the premises in the said building shall be subject to the aforesaid rights of the Developers 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 Purchasers shall not be entitled to raise any objection or to seek any abatement in the price of the premises agreed to be acquired by the Purchasers and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever except as stated in Clause 23 hereinabove. The Purchasers hereby agree that all necessary facilities, assistance and co-operation will be rendered by the Purchasers to the Developers to enable the Developers to make any additions and alterations and/or to raise additional storey/storeys or structures in accordance with the plans

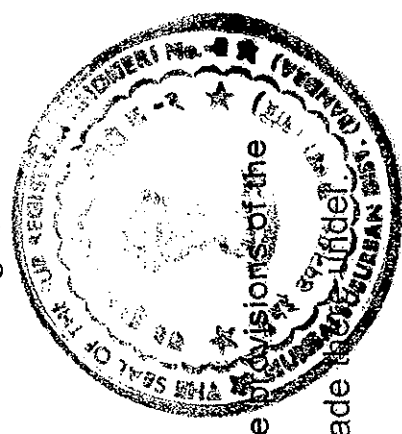


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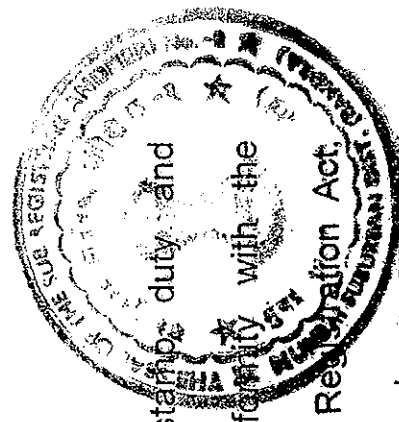
sanctioned or which may be hereafter sanctioned by BMC provided the terms of the said Indenture of Lease are complied with as contained in clause 23 hereof and the Purchasers hereby further agree that after the proposed Co-operative Society is registered, the Purchasers as members of such Society shall accord their consent to such Society for giving to the Developers and give full facility, assistance and co-operation to enable the Developers 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 the Developers and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and the Purchasers hereby consent to the same being done by the Developers PROVIDED that as long as the Developers do not in any way affect or prejudice the right hereby granted in favour of the Purchasers and the covenant to assign the said property in favor of a Co-operative Society. The Developers shall always be entitled to sell, assign or otherwise deal with or dispose of their rights, title and interest in the said land hereditaments and the building under construction and/or hereafter to be erected thereon.



32. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Act, 1963 and the Rules made thereunder.

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33. Until the Deed of Assignment of the said Plot together with the building and structures thereon is executed in favour of a Co-operative Society or body or in case a Condominium is formed until all the Deeds of Apartment in favour of Purchasers of the premises in the said building are executed, the Developers shall, at all times, have the sole control and authority in respect of all the matters concerning the property and further constructions and completion thereof and the Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof and the consideration for which the same shall be disposed of as also the entitlement of any further FSI. The Developers will also control the management of the said property and realization of the outgoing and the disbursement of the payment to be made by the Purchasers and other Purchasers of the premises in the said building and the Purchasers and other Purchasers of the premises will not raise any objection to the aforesaid right of the Developer. The Developer 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 building.



34. The Purchasers alone shall bear the stamp duty and registration charges of this Agreement in conformity with the provisions of the Bombay Stamp Act, 1958 and Registration Act, 1908. The Purchasers shall also be liable to bear and pay his/her/its/their proportionate share of stamp duty and registration fee on the document to be executed in favour of the Society or, (as the

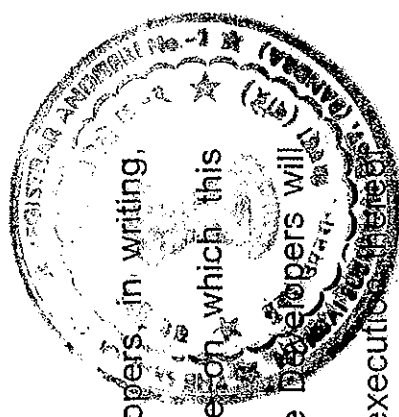
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case may be) in favour of the members of the Condominium and the Declaration and the Deed of Apartment in favour of the Purchasers or any other document or instrument of transfer in respect of the said land building and other structures to be executed in favour of the Body.

In the even of a condominium is formed and a Declaration made in that behalf under section 2 of the Maharashtra Apartment Ownership Act 1970 then and in that event this Agreement is and shall be deemed to a Deed of Apartment be the lessee owner to the Apartment purchasers.

35. (a) The Purchasers 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 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 Purchasers shall inform the Developers, in writing, the serial number under which and the date on which this Agreement is to be lodged and thereupon the Developers will attend the Sub-Registrar's Office and admit execution thereof by them, provided that the Purchasers has given notice sufficiently in time (not less than fifteen days) to enable the Developers to arrange for admission of execution. The

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Purchasers 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
Purchasers alone and the Developers shall give their full co-
operation for the same;

(c) If the Purchasers fail and/or neglect to present this
Agreement for registration within the stipulated period,
whatever be the reason therefore except where such failure is
due to a default of the Developers, the Developers shall not be
responsible for such non-registration as also the consequences
arising there from and the Purchasers shall keep the
Developers indemnified against the consequences thereof;

(d) The Purchaser/s 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/s to
present this Agreement for registration and to admit execution
thereof by the Purchaser/s and until this Agreement is
registered and thereafter the Purchaser/s hereby agrees and
undertakes to make such payments without raising any dispute
objection or contention whatsoever.



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

If to the Purchasers:

Add: New Excelsior Building, 3rd Floor, A. K.

Nayak Marg, Fort, P. B. No. 1547,

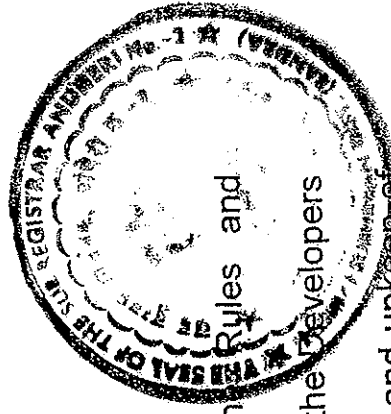
Mumbai – 400 001

If to the Developers:

Add: Sethna Building, 216, Princess Street,

Mumbai-400 002

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



37. The Purchasers 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 property.

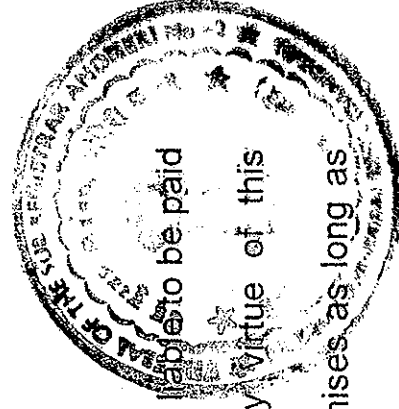
38. If the Purchasers neglect, omit or fail for any reason whatsoever to pay to the Developers the balance purchase price or

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any of the amount due and payable by the Purchasers under the terms and conditions of this Agreement within the time herein specified, 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 10 % of the consideration amount out of the amount already paid by the Purchasers shall stand forfeited and the Developers shall refund to the Purchaser/s the balance amount paid under these presents and thereupon the Purchasers hereby agree to forfeit all their right, title and interest in the said premises and in such event the Purchasers and or their nominee or nominees shall also be liable to immediate ejectments as trespassers and the right given by this clause to the Developers as trespassers shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Developers against the Purchasers PROVIDED THAT if the Agreement is terminated by the Developers, the Developers shall also be entitled to sell and dispose off the said premises to any third party.

39. The Developers shall, in respect of any amount payable to be paid by the Purchasers to the Developers under or by virtue of this Agreement, have a first lien and charge on the Premises as long as the same shall remain unpaid.



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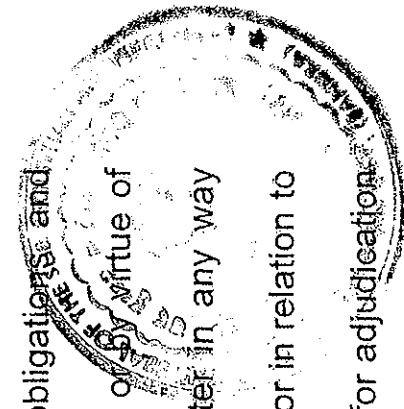
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40. The building shall always be known as "Business Square" and the name of the Society or Condominium to be formed shall be known as "Business Square Premises Co-operative Society Limited" (as the case may be) and such name shall not be changed at any time in future without the prior written permission of the Developers even after the Lease or Deed of Assignment is executed in favour of the Society or any other body of the Purchasers 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 successor-in-interest of the Developers) and its/their assigns.

41. 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 Purchasers out of a panel of four names to be furnished by the Developers. Such Arbitral proceedings shall be governed by and determined in accordance with and subject to the provisions of the

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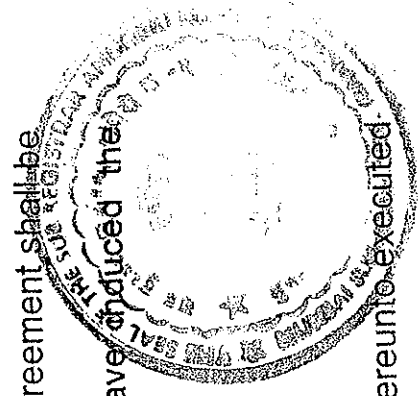
(Signature)



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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.

42. This Agreement contains the whole agreement between the parties hereto in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing and 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 Purchasers hereby expressly admit, acknowledge and confirm 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 Purchasers and/or 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 Purchasers to enter into this Agreement.



In Witness whereof the parties hereto have hereunto executed these presents (in duplicate) the day, month and year first hereinabove written.

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The First Schedule Above Referred To:

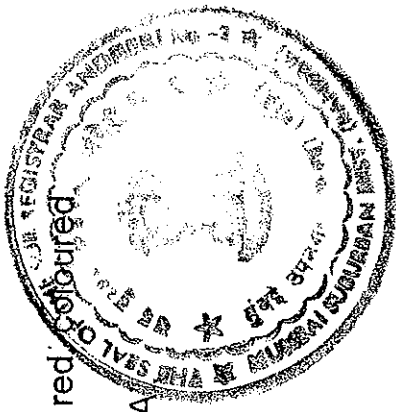
(Description Of The Said Larger Property)

ALL THAT piece or parcels of land or ground admeasuring 48,773 square yards or thereabouts equivalent to 40,779.40 square meters or thereabouts situate in the Village of Chakala in the Registration District and Sub-District of Mumbai Suburban and bearing CTS Nos.131-A, 131, 131/1 to 16, 434 and 435.

The Second Schedule Above Referred To:

(Description Of The Said Plot)

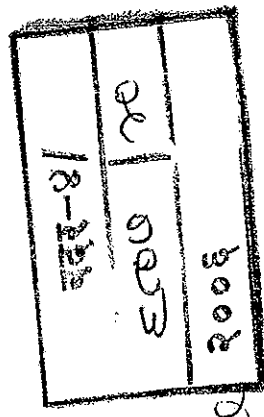
ALL THAT pieces or parcels of land or grounds admeasuring 6,200 square meters or thereabouts situate in the Village of Chakala in the Registration District and Sub-District of Mumbai Suburban and bearing CTS Nos.131-A part and forming part of the land described in the First Schedule above referred to and shown in red coloured boundary line on the plan annexed hereto as Annexure 'A'



The Third Schedule Above Referred To:

Common Areas And Facilities:

1. Common Passages and Areas.
2. Staircase and Lift Well.



3. Septic Tanks.
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:

1. Terrace attached to a particular Flat, if any.
2. Parking Space under Stilt/open car parking, save and except allotted hereunder.

The Fourth Schedule Above Referred To:

(Particulars of outgoings and expenses payable by the

Purchasers)



1. The expenses to maintaining, repairing, redecorating etc. of the buildings and in particular the roof, gutters and rain water pipes of the buildings, water pipes and electric wiring in under or upon the buildings or enjoyed or used by the Purchasers common with the other occupiers of other shop, flats and offices and the main entrance passage, landing and staircases of the buildings as enjoyed by the Purchaser used by 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 buildings so enjoyed or non-enjoyed or used by the Purchasers aforesaid.

THE REGISTRAR OF COMPANIES, BANGALORE
REGISTRATION NO. 1234567
COMPANY NAME: ABC PRIVATE LIMITED

3. Maintenance of Garden and recreation place, internal roads.
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, etc.
6. The costs of working and maintenance/replacement of water pumps, lifts, lights, sewerages, pumping station and other services.
7. Municipal and other taxes.
8. 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/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 and use of Municipal Corporation of Greater Mumbai.



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[Handwritten signature]

Signed And Delivered)

by the withinnamed Developers)

M/s. BBN ENTERPRISES)

through its Partner MR. BAKUL U. SHAH)

in the presence of ... *(R.S. M.H.)*)

(KETAN S. MENTA.)

FOR BBN ENTERPRISES

Bakul U. Shah
Partner

Signed And Delivered)

by the withinnamed Purchaser/s)

GANNON DUNKERLEY & CO., LTD.)

through its VICE PRESIDENT)

MR. SATISH K. MAHESHWARI)

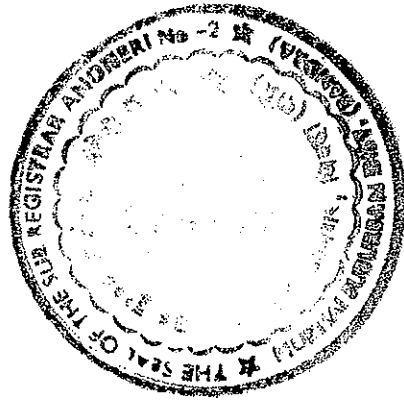
pursuant to the Resolution dated 06/07/2006

passed by its Board of Directors)

in the presence of ... *(P.N. Bhattacharya)*)

FOR GANNON DUNKERLEY & CO. LTD.

(Signature)
VICE-PRESIDENT (INCORPORATED)
& COMPANY SECRETARY



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RECEIVED from the withinnamed Purchaser/s)

GANNON DUNKERLEY & CO., LTD.)

a sum of Rs. 25,00,000/- (Rupees Twenty Five)

Lakhs Only) viz Chq. Nos. 048773 & 048774 both)

dated 18/07/2006 amounting to Rs. 20,00,000/- &)

Rs. 5,00,000/- respectively Drawn on ICICI Bank)

Ltd. Fort branch Mumbai towards part payment as)

mentioned within.) Rs. 25,00,000/-

Witness:

We Say Received,

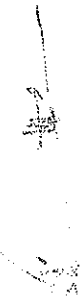
For M/S. BBN Enterprises

1. (B.S. Mutha)
(KOTAN S. MENTHA)

For BBN ENTERPRISES

Rajeshwari S. Mutha

2.

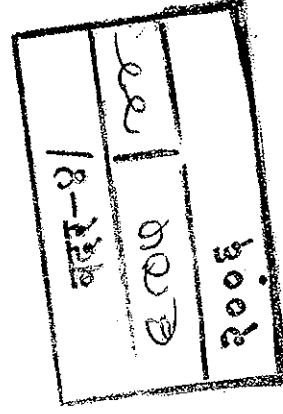
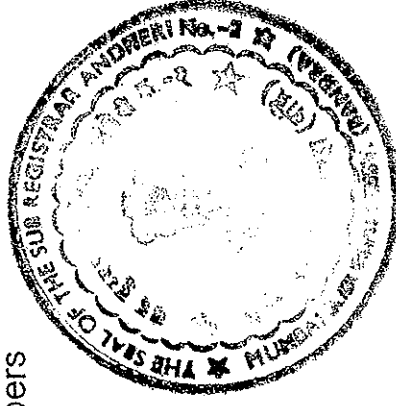


Partner

(Rajeshwari S. Mutha)

Partner

Developers





For BPM Industries Ltd
15/11/2005

15/11/2005
15/11/2005
15/11/2005



18-22/05	for	2005
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15/11/2005

22/05/2005

15/11/2005

X. P. P. — 1,00,000 — 1,00,000 — (C.) 100
U. R. R. D., No. 1010, dated 10.9.20.]

U. R. H. D., No. 1010, Date: 10-9-20.]

ROULED CARB



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10/10/51 47-7, 47-8

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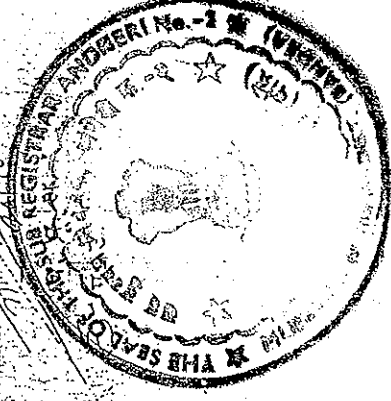
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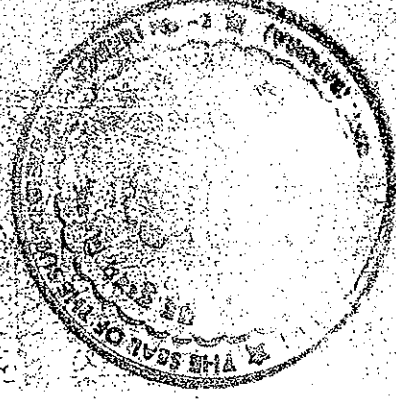
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मा. अधिकार-भूमि आधिकार्य मंत्र
उपनगर बिस्वा मंत्र मान्य ओदर
क्रमांक / आर ई वी ४४/नम ई ड
एम आर १८७५/६५ दिनांक २०१०/०५
ये आदि शास्त्रेय-सिक कन पसेनेस मंत्र
दायक संसकेन-कोडा १८६६ नम
भाषिताना फर्मि मंत्रन नमना को
हो गिर सेन ३३-६-७५-६ को प्री
दायक कोडे



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PLAIN CARD

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पत्रिका क्र. ४१७

सि.स. नं. १३७ अ. १/अ

RULED CARD

C. R. R. D. No. (G.O. dated 10-1-56.)



क्र. नं. १३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
नं. १३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
१३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
१३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
१३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
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१३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
१३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
१३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ
१३७ अ. १/अ	सि.स. नं. १३७ अ. १/अ	१३७ अ. १/अ



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Dr. P. SAVLA

Off. : 2267 5873

Res. : 2671 6578

Tele. : 2267 6789

1) mpsavla@bom9.vsnl.net.in

2) mpsavla@vsnl.com

No. :

MPS/ 82-5 TC/598-A/2005.

Date :

Re: Leasehold Plot admeasuring 6,200 sq. mtrs.,
in the Village of Chakaia bearing CTS No 131-A
(part), Andheri-Kurla Road, Andheri (East),
Mumbai-400 093, owned by M/s. BBN
ENTERPRISES.

1. This is Report on Title in respect of the above leasehold Plot.
2. The above Plot is forming part of the larger property described in the First Schedule hereunder written, hereinafter referred to as "the said larger property" and owned by BPM INDUSTRIES LIMITED (the Lessors).
3. The above Plot, hereinafter referred to as "the said Plot" is described in the Second Schedule hereunder written.
4. By a Certificate of Title dated 5.01.1995, a copy whereof is annexed, hereto, M/s. Markand Gandhi & Co., Solicitors had issued Certificate of Title in relation to the said larger property.
5. We have caused to carry out searches in the concerned departments.
6. The Lessors were registered as a Company in the name of Bharat Pulverising Mills Limited, which name was changed to BPM INDUSTRIES LIMITED.
7. The Lessors acquired the said larger property described in the First Schedule hereunder written by a Conveyance dated 11th January, 1961 executed by Manohar Waman Pradhan, the Court Receiver, High Court, Mumbai and registered with the Sub-Registrar at Mumbai under Serial No.BOM-855 of 1961 in favour of the Lessors, then known as Bharat Pulverising Mills Limited.
8. The said larger property was mortgaged by the Lessors in favour of Vyasya Bank Limited by a Deed of Simple Mortgage dated 15.03.1997 and registered with the Sub-Registrar of Mumbai under Serial No.94 of 1996 and in favour of Vyasya Bank Limited and American Express Bank Limited by an Indenture of Mortgage dated 11.03.1997 and registered with the Sub-Registrar Mumbai under Serial No.BBU-855 of 1997 and secured by the repayment of the amounts lent and advanced by the said two Banks.
9. By two Deeds of Release dated 13th April, 1999 and 3rd September, 1999, both registered with the Sub-Registrar of Mumbai under Serial Nos.BBU-2341 of 1999 and 5815 of 1999, respectively, and executed by



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the said Vysya Bank Limited and the said American Express Bank Limited, in favour of the Lessors the said Plot described in the Second Schedule hereunder written was released from the perview of the said Mortgage.

10. By an Indenture of Lease dated 24.12.1999 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BBJ-8580 of 1999 the Lessors demised the said Plot unto the Lessees for a period of 1999 years commencing from 24th December, 1999 at the annual rent of Re.1/- (Rupee One only).

11. By the said Indenture of Lease, the Lessors are entitled to utilize BMC FSI not exceeding 10,577.21 sq. mtrs.

12. Save and except restriction of use of BMC FSI not exceeding 10,577.21 sq. mtrs., the said Lease does not contain any restrictive covenants.

13. In our opinion, subject to the aforesaid, the title of the Lessee M/s. BBN ENTERPRISES to the Leasehold Plot described in the Second Schedule hereunder written is marketable and free from encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land or ground admeasuring 48.773 sq. yds., or thereabouts equivalent to 40,779.40 sq. mtrs., or thereabouts situate in the Village of Chakala in the Registration District and Sub-District of Mumbai Suburban and bearing CTS Nos.131-A, 131, 131/1 o 16, 434 and 435.

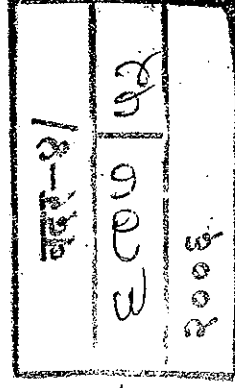
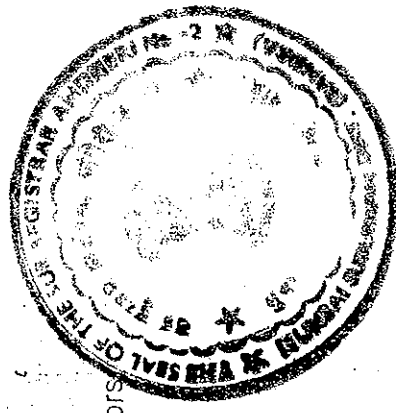
THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground admeasuring 6,200 sq. mtrs., or thereabouts situate in the Village of Chakala in the Registration District and Sub-District of Mumbai Suburban and bearing CTS No.131-A part and forming part of the land described in the First Schedule above referred to.

Dated this 19th day of October, 2005.

For M/s. M.P. SAVLA & Co.

Proprietor
Advocates & Solicitors



MG/ 133 11915

TO WHOMSOEVER IT MAY CONCERN

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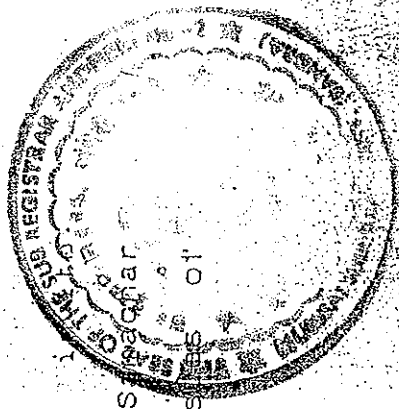
This is to certify that we have caused the search to be taken within the Sub-Registrar of Assurances at Bombay and at Bandra for 22 years and 40 years respectively through our search clerk from G. R. Rane with a view to investigate the title of one Bharat Pulverising Mills Limited a Company registered under the Companies Act and having its office at Shri-Niketan, 14 Queen's Road, Bombay - 400 020 in respect of the undermentioned property.

We have also perused the record of rights and relevant property card in respect of the undermentioned property:

We have also perused a certificate given by M/s. Access Architects as regarding area statement and reservation. The same is self explanatory. A copy thereof is annexed as ANNEXURE hereto.

We have perused the transfer deed in favour of the above mentioned company being the indenture of conveyance dated 11.1.61.

We had also given public notice to claims if any, in Newspapers namely Bombay Standard and Daily which were published in the issues of



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17th December, 1999 and on 16th December, 1994

respectively.

As far as the undermentioned property is concerned, we have not received any claims whatsoever in pursuance to the said Public Notices.

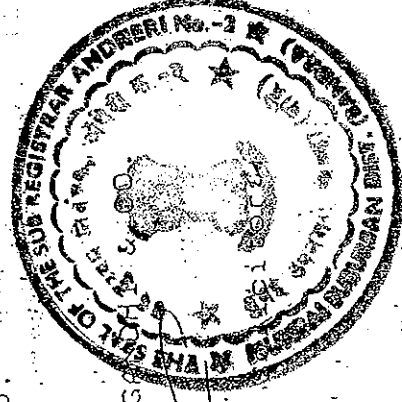
In our opinion, relying on Search Report and Revenue Records Bharat Pulverising Mills Limited subject to reservation mentioned in ANNEXURE hereto has marketable title to the undermentioned property.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

pieces or parcels of land and structures & bldgs. thereon situate at Village Chakala in the Bombay Suburban District G.T.S. Nos. 131A, 131, 131/ 1, to 16, 434 and 435.

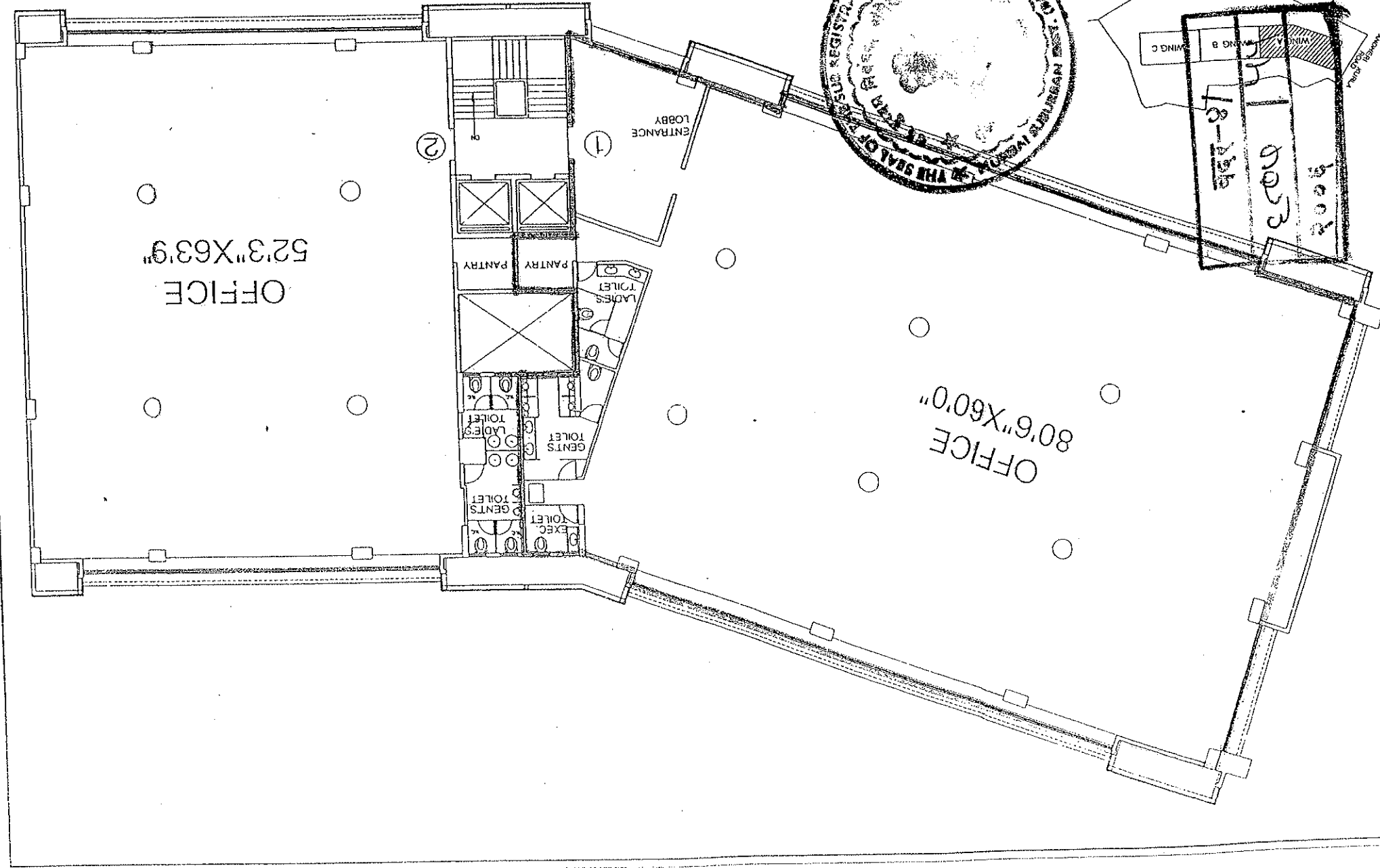
Dated this 6th day of January, 1995.

FOR MARKAND GADGIL & CO. ADVOCATES &



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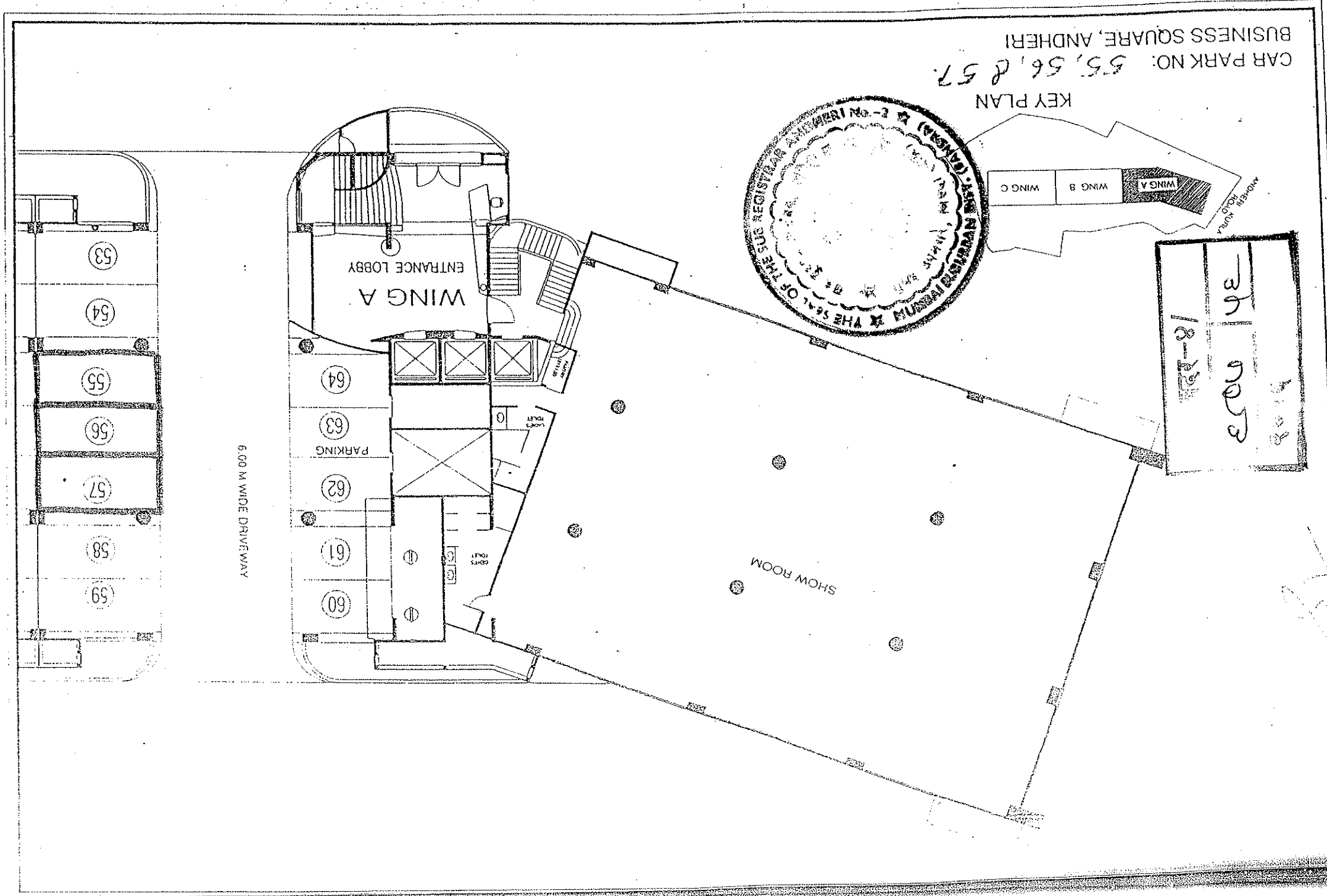
ANNEXURE 'D'



OFFICE NO: 501
FLOOR: FIFTH
WING A, BUSINESS SQUARE, ANDHERI

Wing A, Business Square, Andheri

ANNEXURE 'D'



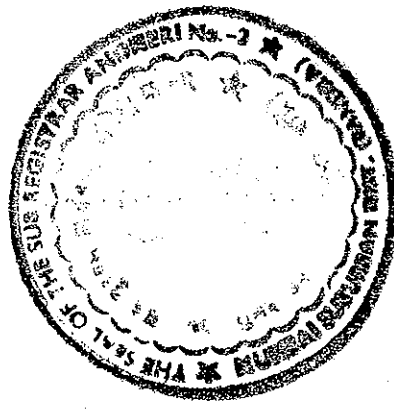
KEY PLAN
CAR PARK NO: 55, 56, 57
BUSINESS SQUARE, ANDHERI

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6053
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20/11/21

List of Amenities

- Entrance Foyer Exclusively Designed in Italian Marble
- Exceptional Structurally Glazed Fascade
- High Speed Elevators of Mitsubishi Make
- Adequate Covered and Open Parking
- Veneered Flush Doors with Melamine Polish and Stainless Steel Handles
- Granite Tiles for Toilet Floor and Dado with Vitrified Tiles
- Jaguar Make Bathroom Fittings with Glass Bowls and Glass Counter
- Pantry with Granite Platform and Stainless Steel Sink
- Aluminum Oxidise Sliding Windows
- Gypsum finish in Internal Walls
- Voltas Make Centrally Air conditioning VRF System of approx 25 ton



(Signature)

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NO.C/ULC/D.III/22/ 5450
OFFICE OF THE ADDITIONAL COLLECTOR
C.A., ULC, CR. BOMBAY,
NEW ADMINISTRATIVE BUILDING, 10TH FLOOR,
OFF. MAITRALAYA, BOMBAY 4000032.

DATED: 05.12.1994

Smt/Smt./M/s. Bharat Pulverizing Mills Pvt.Ltd.
C/o. Shri Bipin Barot, Architect,
Plot No.14, 1st floor, Jawaharnagar, SV Road,
Goragaon (E), Bombay. 400062.

Sub - Permission for redevelopment of property
bearing S.No. --- CT No. 131A, 131, 131/1tc16, 420,
of village Chalkala 421, 422, 434&435
Taluka Andheri(E) in DSD/Debarfifty.

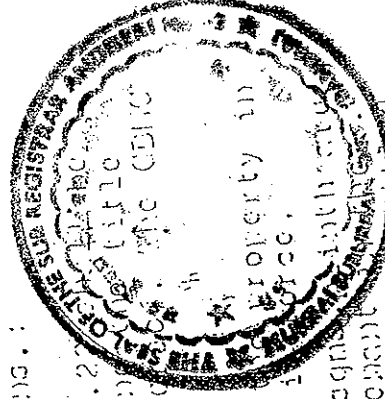
Sir/Madam/Gentlemen

A. Please refer to your Architect's letter No Nil
dated 4.10.1994, and your/C.A.'s letter No.
dated Nil seeking permission for redevelopment of the
above mentioned property.

B. At this stage, the land is not vacant and within the meaning of
the U.L.(C&R) Act, 1976, because it is built up with twenty six
structures which containing One dwelling units. The
calculation of plinth, area, land appurtenant, additional land apptt.
and the proportionate percent R.C. etc. show that the
land is non-vacant to the extent of 30079.55 sqms. (Thirty thousand
seventy nine and point fifty five only).
excluding area under road set-back to the extent of Nil sqms.
and balance vacant land adm. 10700.45 sqms. already exempted
u/s.20 by Industries Dept. vide order bearing No.ULC/B-97/MC/IC/
GAD dated .79 for industrial purposes only.

Thus, the question of permission under section-22 of the ULC Act, 76,
in your case can be considered only when the land becomes vacant
after all the structures are demolished with the consent of the
existing occupants/tenants of the premises and the proposed building
has been constructed as per approved plans and is on the verge of
completion. The order under sec.22 with permission to retain the
above land usually contains the following conditions:

1. The letter of intent and permission under sec.22 shall be
subject to the applicant's producing proof regarding the
ownership of the land, possession, area and user the
should verify the same before making TCD/CC.
2. The permission is operative for redeveloping
in accordance with the provisions of D.C.Regulations
The maximum size of tenements should be 120 sqms. in the
the size of the flats occupied by the owner/tenant be specified
property exceed 120 sqms, then the land holder would be entitled
to construct similar number of flats of an equivalent area in the
new building subject to a maximum of 300 sqms. plinth area for each
flat.



5450-81
2004/95
2008

4. Not more than one dwelling unit shall be sold/allocated to one family.

5. Existing tenants/occupants shall be rehabilitated by you in the redevelopment project coherent. You should submit the names and number of tenants/occupants of the structure, the area occupied by each of them, the alternative proposed by you and the agreement entered into with each of the tenants by you to this effect. You will have to provide information of existing tenants/occupants for their rehabilitation in accordance with the rules, regulations and policies of the Government of India.

6. Term No. VI/prescribed in Article No. 42 u/a. 22 of the Act, shall be filed within a period of three months from the demolition of the existing structures. Cancellation of issuing regular order u/a 422 for the land filling variant due to demolition of structures will be considered only after the existing structures are demolished. The proposed building has been constructed as per approved plans and is on the verge of completion.

7. The construction work of redevelopment shall be completed within the period of 5 years from the date of issue of this letter of intent.

5. The holders will not utilize the PSF of the structures which are not demilitarized.

3. The dwelling unit purchased/alotted in the above scheme shall not be sold/transferred for a period of 5 years from the date of original transaction, which will have to be registered with the Sub-Registrar within the period as specified in the Indian Registration Act, 1908.

On 10/10/1941, the following information was received from the Bureau of the Census, Washington, D. C.:

The years from the date of its issue could well be large automatic if work is not commenced within the specified period. An area of 30079.55 acres (Thirty thousand seven hundred and ninety five acres) excluded under the Act back to the extent of Nil. The high-vacant land is available by the land holders within the meaning of Sec 3(1)(c), 1976.

11. The above conditions will be binding on all the owners/
their assignees, constituted attorney, developers and transferees

12. Statement¹ u/s 6(i) of the Act by him, if any, will be decided separately.

15. The landholder should obtain clearance from this office by producing tentative agreement before getting further commences by executing documents above the plinth level.

may or may not be subject to your

...this letter of intent is also subject to your
C. This letter of intent is also subject to your
NOC/Clearance permission from any other authorities
Donkey Housing and Area Development Board, the Add
BSD/Sub-Divisional Officer, BSD/Additional, Dist. Dy.
etc., as applicable in your case under the respective
other Act for the time being in force. This letter
clarifies for you that your land to-day is non-vacant
extent of 30079.55 aqns. (Thirty thousand seventy nine
excluding area under set-back adm. Nil
meaning of the ULC Act, 1976, and that the question of
under sec. 22 any price only after the land becomes vacant land on
account of demolition of the building and proposed building has
been constructed as per approved plans and is on the verge of
completion.

3.

balance vacant land sub. 10700.45 sqm. is already exempted u/s. 20 by Industries Dept. vide order No. ULC/B-07/HO/IC/Cap, dated 12-8-79

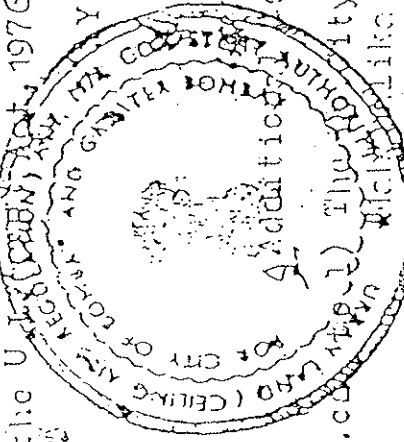


D. As per power entrusted with me, I hereby allow the landholder to hold the vacant land for redevelopment purpose after demolition of existing structures till the validity of this order.

E. You may approach the DMC with an undertaking that, all the above mentioned conditions are acceptable to you to get your redevelopment proposal approved. You should apply for permission u/s.22 of the Act, at the time mentioned in the condition No.6 above.

F. You may also note that you would be required to submit the progress of the rehabilitation of the existing tenants/occupants of the structure every six months.

The conditions No.3&4 set out in the Industries Dept.'s order u/s.20 of the ULC Act, 1976, for industries purposes are all applicable.



Yours faithfully,

[Signature] 8/24/80

S.D. Dharmadhikari.)

Collector & C.A., ULC, Gr. Bombay.

Copy f.w.cd. to The City Engineer (DP), DMC

Maladlika Marg, Fort, Bombay. 400001, for information.

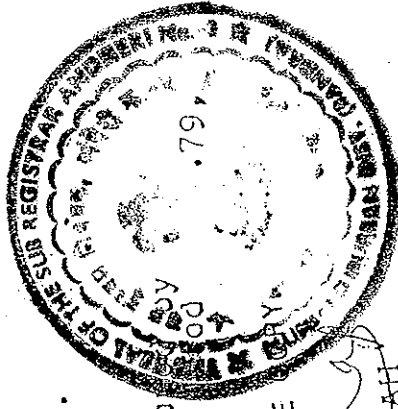
- 2) The Ex.Engineer (DP), City/Western/Eastern Suburban P&K Ward, Evershedwandra, Kamatyat, Wakker, Bombay. 400050.

is requested to inform this office after the existing structures have been demolished, to forward a copy of the undertaking furnished by the landowner/developer/concerned vide Para-F above and a copy of the IOR/CC is granted. Further requested that the CC upto Plinth level may be granted to landholder and that no further CC shall be granted by the DMC without obtaining clearance from this office.

Copy filed with statement u/s.6(i) bearing No.

C/ULC/6(i)/SR- for information, and record.

Copy f.w.cd. to the Sub-Registrar, Collectorat, Bombay.



CERTIFIED TRUE

[Signature]

NITIN SHAH.

CIVIL ENGINEER & ARCHITECT.
89, ANKITA, 53, NEHRU ROAD
VILE PARLE (EAST).

WIMBAY - 400 057.

PHONE: 612 9971, 614 9591

पत्र-४/	८०
३००	२००६

12

- Letter HQ. CIE/668/DWS, dt. 2.2.36.
HQ. CIE/2542/DP/MS, dt. 21.3.36.

dept. exemption order.

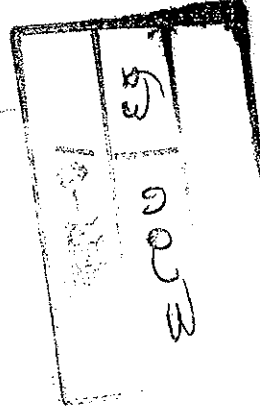
requesting that Dept. of Industries exemption under section 10A of this office LOI dt. 5.12.94. condition no. 14 of

(C) conditions mentioned elsewhere as per redevelopment as per

City	Population	Number of persons referred	per 1000	Total persons referred	Total persons referred per 1000
Albany	10,000	100	10	100	10
Boston	100,000	1,000	10	1,000	10
Chicago	1,000,000	10,000	10	10,000	10
London	1,000,000	10,000	10	10,000	10
New York	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
Seattle	1,000,000	10,000	10	10,000	10
Washington	1,000,000	10,000	10	10,000	10
Los Angeles	1,000,000	10,000	10	10,000	10
San Diego	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000	10,000	10	10,000	10
San Jose	1,000,000	10,000	10	10,000	10
San Antonio	1,000,000	10,000	10	10,000	10
San Marcos	1,000,000	10,000	10	10,000	10
San Luis Obispo	1,000,000	10,000	10	10,000	10
San Bernardino	1,000,000	10,000	10	10,000	10
San Francisco	1,000,000				

Dept.'s exemption from

LOHMEYER, DONALD R.
HE, UIC.



Office of the Additional Collector & C.A.

U.L.C., Brihanmumbai,

New Administrative Building, 10th floor, opp. Matuldaya, Mumbai 400032

No. CULCD.III/22/5450

Date : 3 / 12/1999

TO
M/s. Bharat Pulverising Mills Ltd.,
C/o. Shri Bipin Barot,
Plot No. 14, 1st floor, G.V. Road,
Jawahar Nagar, Goregaon West,
Mumbai 400 062.

Subj: Revalidation of permission issued Uds.22 of the
U.L.C.(C&R) Act, 1976, in respect of property bearing U.L.C.
NO.131/A, 131, 131A to 136, 42A, 42B, 42C
of Village Chakala Tahsil Andheri - West.

Gentlemen,

You are hereby informed with reference to your Architect's application filed dated
1.12.99 that the validation period of the letter of intent issued by this office bearing even
number, dated 5.12.94 was valid upto 4.12.99 and now it is extended for a further period of
One year from 5.12.99 to 4.12.2000.

CERTIFIED TRUE COPY.

Yours faithfully,


NITIN SHAH,

CIVIL ENGINEER & ARCHITECT,
S/9, ANKITA, 53, NEHRU ROAD
VILE - PARLE (EAST),
BOMBAY - 400 037.
PHONE :- 612 99 71, 614 95 91.

(S.S. Jeyadev)
Additional Collector & C.A.
U.L.C. Brihanmumbai.



Copy f.w. cs to:

1. The Dy. City Engineer (DP, C&R), Maharashtra, for
information and necessary action.
2. The Ex. Engineer (BP) Western Suburbs, "H & L" Ward.

NRD/03/12/99

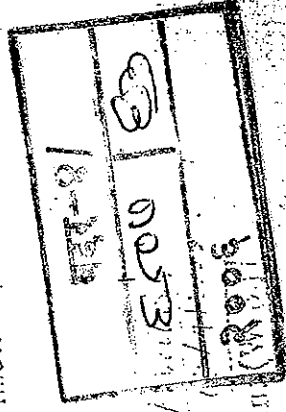
(3)

सुंदई महानगरपालिका
(विकास निबोधन)
जरे कार्यालय.

9 DEC 1999

2752

Copy for information & necessary action please.



Ex. Eng. Dev. Plan (R&L)

આ પ્રમુખ સમિતીના (અધ્યક્ષ)
 દ્વારા પ્રસ્તાવ
 પરિશદ ઉપચારે લેવામાં આવેલ
 તારીખ 76 APR 2000
 આ મ.ન. (દ.મ.)/ 739 મ.મ.

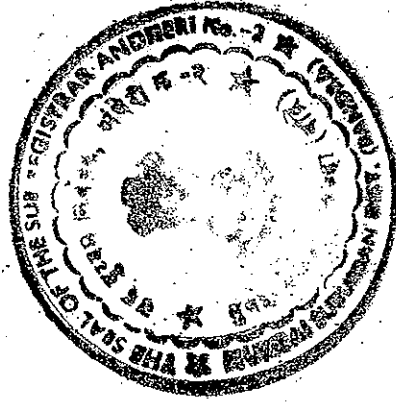
૫૨/૩/૧૧
 ૨/૩/૧૧

ACCORDANCE

B Kincade
 29/4/2000

૫૨/૩/૧૧
 ૨/૩/૧૧

The
 for
 Division
 copy
 files and
 22/4/2000



વકુલ-૪/	
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Office of the Additional Collector & C.A.

III C. Brihaunnumbal.

U.C., Bherendranagar,
Administrative Building, 10th floor, opp. Mantralaya, Mumbai-400032.

Date: 3 / 12 / 99.

NAC/ULCD, III/22/5450

... .. read with corrigendum

READ: 1. This office letter dated 2.4.96

dated 2.4.98 - 10.17 dated 12.11.93

2. Application in Form No. VI dated 12.11.59
U/s:22 of the U.I.C Act 1976 from M/s. Bharat Pulverising Mills Pvt. Ltd.

PART FORMAL ORDER (i.e. Full Formal Order For Building)

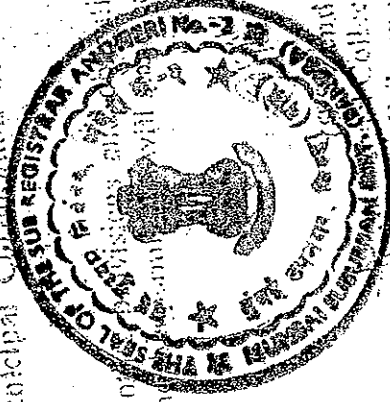
PART FORMAL ORDER

In exercise of the powers vested in him via 22 of the LUG Act 1976 the Additional Collector & C.A. UJC, Brihanmumbai hereby grants permission to M/s./Blairat Pulverising Mills Pvt.Ltd., of Mumbai to retain the land bearing CTS NO.131/A, 131, 131A/Ho 16, 420, 421, 422, 434 & 435 of Village Chakala Taluka Andheri administering 18066.17 square feet GDA of Building No.131 (Sixteen Thousand Sixty Six & Point Seventeen Sq.M.) to redevelop it, subject excluding amity space to the extent of area admn 3962.50 sq.m.

To the following conditions :

1. That the permission is granted at applicant's risk regarding any of the land, area and user thereof.
2. That the redevelopment shall be for user permissible in accordance with the development control Rules in force.
3. That the plinth area of the tenements shall not exceed 120 sq.M.
4. That not more than one dwelling-unit shall be allowed in the tenement.
5. That the existing tenants in the demolished structures shall be accommodated in the redevelopment scheme.
6. The dwelling unit/purchased/allotted in the above scheme shall not be sold/transferred for a period of 5 years from the date of the original transaction, which will have to be registered with the Sub-Registrar within a period of specified in the Indian Registration Act, 1908.
7. That the above conditions will also be binding on the transferee if any.
8. The applicant should demolish the remaining structure and should submit the demolition letter from the Mumbai Municipal Corporation before applying for remaining Part Normal Order.

This permission is granted subject to the conditions of the Copyright Act 1976 as far as they are applicable and is any breach of the conditions specified above.



CERTIFIED TRUE COPY.

To,
M/s. Bharat Pulverising Mills Ltd.,
C/o. Shri Bipin Barot,
Plot No.14, 1st floor, S.V.Road
Jawahar Nagar, Goregaon West.
Mumbai 400 062.

NITIN SHAH.

CIVIL ENGINEER & ARCHITECT.
809, ANKITA, 53, NEHRU ROAD.

VILE PARLE (EAST) - 2

BGM BAY - 4002959

Copy f.w. cs to

1. The Dy. City

6072130/B-119



GANNON DUNKERLEY & CO., LTD.

Registered Office : New Excelior Bldg., 3rd Floor A. K. Nayak Marg, Fort, P.B.No.1547, Mumbai - 400 001
Grams : "LOOMS" or "DYNAMIC" • Tel : 91-22-2235 1231 • Fax : 91-22-2205 1232 • E-mail : gdho@vsnl.com

Certified true copy of the Resolution passed by the Board of Directors of 'Gannon Dunkerley & Co., Ltd.' at its Meeting held on 6th July, 2006:

"RESOLVED THAT the Company may purchase an Office Premises admeasuring about 6,261 square feet carpet area, situated at "Business Square", Chakala, Andheri (East), Mumbai, for the Civil Engineering Division, Mumbai for a consideration of Rs. 4,38,25,000/- (Rupees Four Crores Thirty Eight Lacs Twenty Five Thousand only)."

"RESOLVED FURTHER THAT Shri S.K. Maheshwari, Vice President (Corporate) & Company Secretary be and is hereby authorised by and on behalf of the Company to sign, execute Sale Deed and any necessary papers, documents and letters and to do and perform all or any of the acts, matters, deeds and things, which may be necessary in respect of purchase of the above property."

Certified true copy,
For GANNON DUNKERLEY & CO., LTD.


(S.K. Maheshwari)
Vice President (Corporate)
& Company Secretary

बदर-४/	
६०००	६००
२००५	

Branch Offices at : AHMEDABAD-COIMBATORE-HYDERABAD-KOLKATA-MUMBAI-NEW DELHI



PERMANENT ACCOUNT NUMBER
AAACG1846P

COMPANY NAME

GANNON DUNKERLEY AND COMPANY LIMITED

DATE OF INCORPORATION/INFORMATION

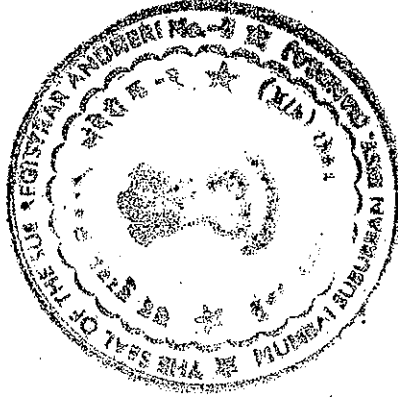
11-03-1924

Relief

DIRECTOR OF INCOME TAX (SYSTEMS)

DIRECTOR OF INCOME TAX (SYSTEMS)

STC odeno 001



18-25	2008
2008	2008



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AADFB2649B

नाम / NAME
B.B.N. ENTERPRISES

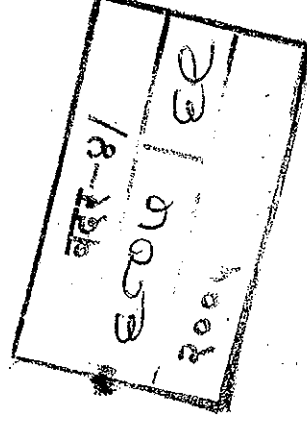
निगमन/पतने की तिथि / DATE OF INCORPORATION/FORMATION
22-12-1997

R. Singh

आयकर निदेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले
प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त (कम्प्यूटर केंद्र),
सी-13, प्रत्यक्षकर भवन,
बान्द्रा-कुर्ला कॉम्प्लेक्स,
मुंबई - 400 051.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-Tax (Computer Operations),
C-13, Pratyakshakar Bhavan,
Bandra-Kurla Complex,
Mumbai - 400 051.



पुस्त क्रमांक : 6807/2006

पुस्तकाचा प्रकार : करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1] यात मं गनन लकली अॅन्ड कंपनी लि चे वाईस प्रेसी
(कालो) व कंपनी सेक्रेटरी सतीश के महेश्वरी - -
पत्ता: घर/फ्लॅट नं: 3 रा मजला , न्यु एक्सेलसीअर्स
विल्डींग , जे के नार्थक मार्ग फोर्ट , मु 1
माली/र

लिहून घेणार

वय 35

सही



2] यात मं सी टी एन इन्टरप्राईझेसचे भागीदार बकुल यु शाह लिहून देणार

पत्ता: घर/फ्लॅट नं: 216 शेटना विल्डींग , प्रिन्सेस स्ट्रीट वय 47

मु 2- सही

माली/रपत्ता:

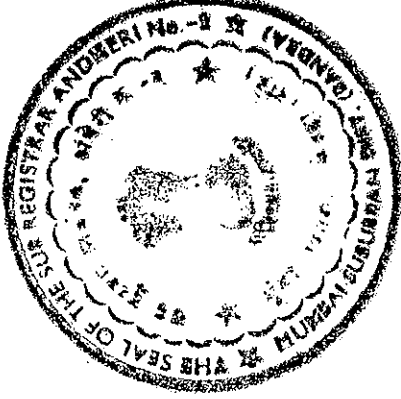
इंग्रजीचे नाव:-

ईमारत नं:-

पेट/वसाहत:-

शहर/गाव:-

ताल



दस्त क्रमांक (6807/2006)

२३/०९

दस्त क्र. [वदर-4-6807-2006] चा गोषवारा
वापार मूल्य : 37531849 मोबदला 43825000 भरलेले मुद्रांक शुल्क : 2191500

पावती क्र.: 6856 दिनांक: 05/09/2006

पावतीचे वर्णन

नाव: मे गॅनर डॅकली अँड कंपनी लि चे वाईस
प्रेसी (कॉर्पो.) व कंपनी सेक्रेटरी सतीश के महेश्वरी

दस्त हजार केल्याचा दिनांक : 05/09/2006 04:08 PM

निपादनाचा दिनांक : 05/09/2006

दस्त हजार करणा-याची सही :

30000 : नोंदणी फी

1440 : नक्कल (अ. 11(1)), प्रदांकनाची

नक्कल (आ. 11(2)).

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फ्री

31440 : एकूण

दस्त नोंद केल्याचा दिनांक : 05/09/2006 04:16 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तवावज करून देणा-यांना व्यक्तीशः ओळखतात
व त्यांची ओळख पटवितात.

1) किशोर पारेख - - , घर/फ्लॅट नं: 22 सुपर शॉपींग सेक्टर , कादीवली प

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

2) गणेश खाडे - - , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

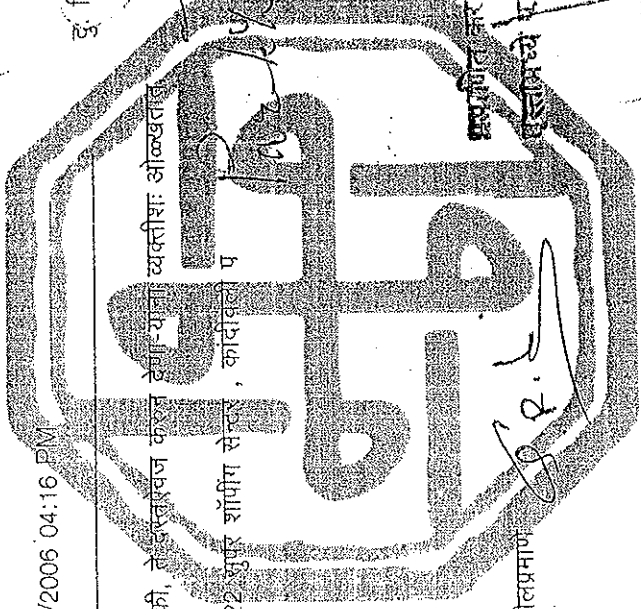
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -



प्रमाणित करण्यात येते की, या

वस्तूमध्ये एकूण ...७१... पाने आहेत.

०५/०९/२००६

सह. दुसरे निबंधक अंधेरी क्र. २,

मुंबई रजसदर येथे.

दु. निबंधकांची सही
अंधेरी 2 (अंधेरी)



वदर-४/२००६/२००६

पुस्तक क्रमांक १, क्रमांक वर

नोंदला. ०५/०९/२००६

दिनांक: ०५/०९/२००६

सह. दुसरे निबंधक, अंधेरी क्र. २,
मुंबई उपनगर लिखा.

DATED THIS 6TH DAY OF SEPTEMBER, 2006.

M/s. BBN ENTERPRISES

AND

GANNON DUNKERLEY & CO., LTD.

AGREEMENT

M/s. M. P. Savla & Co.,

Advocates & Solicitors,

Bharat House, 2nd Floor,

104, Mumbai Samachar Marg,

Fort, Mumbai-400 001.