

Unit No.

377

Member's Reg. No.

464

Certificate No.

345

# Shah & Nahar Industrial Premises [A - 2] Co - Operative Society Limited.

Dhanraj Mills Compound, Sitaram Jadhav, Marg Lower Parel, Bombay 400 013

Registration No. BOM / W/G - S/GNL/(O)/490/88-89 of 1988 Dtd. 30.8.1988

## SHARE CERTIFICATE

This is to Certify that ~~Shri / Smt / Messrs.~~ S. K. Exports

~~is/are~~ the Registered Holder/s of 10 (Ten only)

Shares of Rs. 50/- each numbered 2521 to 2530 (both inclusive) in **SHAH & NAHAR INDUSTRIAL PREMISES (A-2) CO - OPERATIVE SOCIETY LIMITED** subject to the Bye - laws of the said Society and that upon each such Share the sum of Rs. 50/- (fifty) has been paid.

Given under The Common Seal of the Society at Bombay, this 12th day of February 1994



[Signature]  
Mg. Committee Member

[Signature]  
Hon. Secretary

[Signature]  
Chairman

**SHAH & NAHAR INDUSTRIAL PREMISES (A-2) CO-OPERATIVE SOCIETY LIMITED**  
(Reg. No. BOM/W/G-S/GNL/(O)/490/88-89 of 1988)

Ground Floor, Shah & Nahar Industrial Estate, Bldg. A-2, S.J. Marg,  
Dhanraj Mills Compound, Lower Parel (W), Mumbai-400 013. • Tel.: 492 69 96, 492 91 28

Date : 12.11.98

To,  
The Manager,  
State Bank of India,  
Churchgate Branch,  
Mumbai 400 020.

Dear Sir,

**RE.: NO OBJECTION CERTIFICATE**

This refers to the letter dtd. 11.11.1998 received from M/s. S.K. Exports for Society's NOC for creating charge/lien over their unit No.370,377,378 on the Third floor of Shah & Nahar Ind. Premises A/2 Co.op. Society Ltd.

The captioned party M/s. S.K. Exports are members of our Society and holding shares bearing Nos. 1306 to 1315 (both inclusive) comprised on the share certificate No. 189 for unit No.370, Shares bearing Nos.2521 to 2530 (both inclusive) comprised on the share ~~share~~ certificate No. 345 for unit No.377 & shares bearing Nos.2531 to 2540 (both inclusive) comprised on the share certificate No.346 for unit No.378.

The Society has no objection if, M/s. S.K. Exports creates any lien/charge of your Bank over their above mentioned shares and units allotted to them as incidence of their shares holding.

The said lien/charge however, shall always be subject to S-47 of Maharashtra co-op act 1960 read with rules 4-F of Society's Bye-laws i.e. after meeting any govt. charges recoverable as land revenue, the society shall have first & foremost claim over the said unit for recovery of its outgoings and maintenance charges and that pending the said lien/charge, if the party committs any defaults, in payment of such outgoings and maintenance charges, the financial institution shall pay and clear the same and in the event of expulsion of members, the Society shall not be liable in any manner to the Bank.

The Society shall not give NOC for sale of gala and transfer the Share certificate to any party without prior written consent of the Bank.

Thanking You.

Yours faithfully,

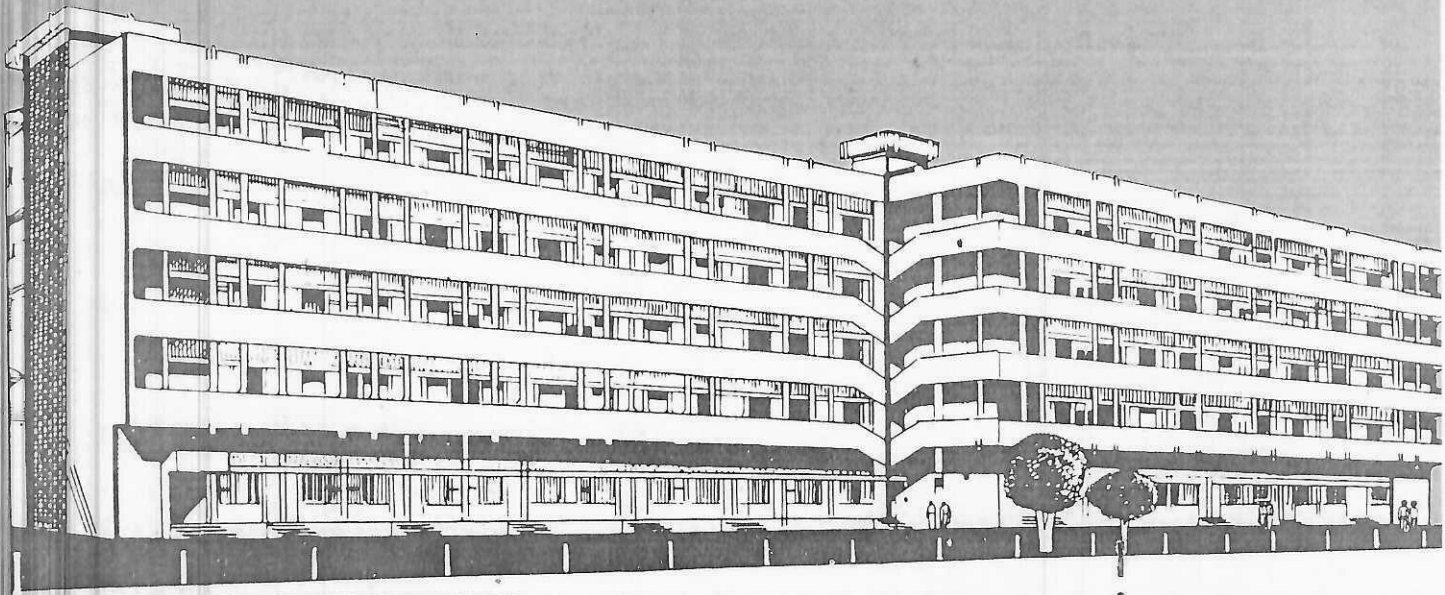
  
Hon. Secy. - Shri. H.N. Trivedi.

**AGREEMENT FOR SALE OF**

Unit / Gala No. 377 On 3<sup>rd</sup> Floor in

**Shah & Nahar Industrial Estate (A2)**

Dhanraj Mills Compound, Sitaram Jadhav Marg  
Lower Parel, Bombay-400 013



**Builders:**

**Shah & Nahar Associates**

515, Commerce House, 140, Nagindas Master Road, Bombay - 400 023.

Phone : 272569

377.

SC

(वि) नि नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मड.  
Gen 113 me.

मूल प्रत  
ORIGINAL COPY

[अहस्तांतरणीय]  
[NOT TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT



... का. सु. (अ) १६८

ठिकाण/Place B'bay दिनांक/Date 30-11-1983 /198

Received from S. K. Exports यांच्याकडून/  
र./Rs. 85000 (रुपये/Ruppes) श्री. राजेंद्र प्रताप  
on account of R. B. Chavan यांकरिता मिळाले.

Stamping

रोखपाल व लेखापाल  
Cashier or Accountant.

Supor (सही/Signature)  
Jor (पदनाम/Designation)  
Bomb

शा. आ., म वि., क्र. ९८६१, दि. ३१-८-१५]

ओळखचिन्ह क्रमांक

जापन अनुक्रमांक

B. H. H.

S. K. Exports

प्रपत्ती वर्णन (१)	प्रपत्तीची संख्या (२)	प्रत्येक प्रपत्ती-वरील मूल्य (३)		एकूण रक्कम (४)	
		रु.	पैसे	रु.	पैसे

याजकडून समासात।  
प्रमाणे मुद्रांक शुल्काचे  
म्हणून ..... रक्.  
मिळाली.

85000  
85000-1983-12-13

R no 660 dt 30-11 लिपिक. Q  
chal 30/12

85000 मिळाले.

DELIVERED

रोखपाल

रीतसर मुद्रांकित केलेले  
दस्तऐवज मिळाले.



## Agreement for Sale

+ 8.11.93  
3

AN AGREEMENT made at Bombay this 7<sup>th</sup> day of December 1993 Between MESSRS. SHAH AND NAHAR ASSOCIATES a partnership firm having its principal place of business at 515, Commerce House, Nagindas Master Road, Bombay-400 023. hereinafter called "the builders" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them, the heirs, executors and administrators of the last surviving partner and their, his or her assigns) of the one part And SHRI/SMT.

12y Akh  
RS. (85,000/-)  
[Signature]

M  
AS

M/S S. K. EXPORTS

of Bombay Indian Inhabitant hereinafter referred to as "the Unit Holder" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the other part;

### WHEREAS :

- (a) Dhanraj Mills Pvt Limited a company registered under the Indian Companies Act, 1913 (Act VII of 1913) having its registered office at Sitaram Jadhav Marg, Bombay-400 013 (hereinafter called 'the company') is seized and possessed of or otherwise well and sufficiently entitled to the piece or parcel of land and ground admeasuring approximately 35,000 sq. yds. or thereabouts with the hereditaments and premises thereon situate at Sitaram Jadhav Marg, Lower Parel, Bombay-400 013 bearing C. S. No. 159 of

Lower Parel Division formerly known as Dhanraj Mills Compound and also as A-2 Dhanraj Mills Industrial Estate and now known as Shah & Nahar Industrial Estate and more particularly described in the first schedule hereunder written (hereinafter called "the said land") subject to the first mortgage in favour of Balkrishna Ramgopal Ruia, the Chairman of the Board of the Directors of the Company and also subject to the second Mortgage in favour of the said Balkrishna Ramgopal Ruia, Babubhai Shantilal Sheth and Vasant Rao Hoshing, Trustees of the Debenture Trust Deed dated the 12th day of February 1964 and entered into between the Company of one part and the said Balkrishna Ramgopal Ruia and others of the other part;

- (b) By an Agreement dated the 5th day of July 1979 made between the company of the one part and the Builders of the other part, the company has Inter-alia, agreed to sell to the Builders absolutely F.S.I. in respect of A-2, Building; permitted the Builders to enter upon the said land, to construct A-2 Building on the said land and to deal with and dispose off the Industrial Units/galas to be constructed in the said A-2 Building at the price and on the other terms and conditions therein contained;
- (c) Under clause 9 read with clause 24 of the said Agreement, the Company has agreed and is bound to get the said mortgages cleared and duly released and make out a clear and marketable title to the said land free from all encumbrances;
- (d) The said Building is to be known as "A-2 Building" and will consist of a ground floor and four upper floors.
- (e) The necessary building plans for and in respect of the said A-2 Building on the said land have been duly approved by the concerned authorities.
- (f) The Builders have informed the Unit Holder that in pursuance of clause 14 of the said Agreement, on completion of the construction of the said A-2 Building, the Company shall grant a lease of the said land and building/s thereon to the co-operative Society, Limited company or other association of persons to be formed by the Builders of the various Unit/gala holders in the said A-2 Building for a period of 999 years and the rate of Re.1/- per year and on the other terms and conditions to be mutually agreed upon by the Company and the Builders.

(g) The Unit Holder has gone through the said Agreement dated the 5th day of July 1979 and satisfied himself/herself as to the title of the Company in respect of the said land as well as the right of the Builders to construct and complete the construction of the said A-2 Building and dispose off the units/galas therein and enter into this Agreement with the unit holders.

*on*  
*+ 8/10*  
(h) The Unit Holder has agreed to purchase from the Builders the unit/gala No. 377 admeasuring 710 sq. feet of Building Built up area on the 3<sup>rd</sup> floor of the said A-2 Building (hereinafter for brevity's sake referred to as "the said premises") as Shown on the plan seen and approved by the purchaser.

(i) The Unit Holder has taken inspection from the Builders of all the plans sanctioned by the Municipal Corporation of Greater Bombay and has agreed to purchase the said premises with full notice and knowledge of the terms and conditions contained therein;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO As follows:-

1. The Builders shall under normal conditions construct the said A-2 Building as per the said plans seen and approved by the unit holder with such variations, alterations and/or additions as the Builder may consider necessary or as may be required by any public authority to be made in it, them or any of them but so as not to reduce the total area of the said premises and the unit holder shall not object to any such variation or alteration.

*m*  
*+ 8/3*  
2. The Unit Holder hereby agrees to acquire from the Builders premises shown on the plans hereto annexed at or for the price of Rs 8,50,000/- and become a member of the Co-operative Society, Limited company or association of persons to be formed by the Builders on such variation of the said A-2 Building.

3. The Unit Holder agrees to pay to the Builders the said consideration or purchase price of Rs. 8,50,000/- as under:-

*a*  
*+ 8/12*  
(a) By payment of Rs. 8,50,000/- *Full & Final* as ~~deposit or earnest~~ money on *Paid by Bank* or before execution of this Agreement (the payment and receipt *cheque No 62* whereof the Builders do and each of them doth hereby admit and *date 7/12/79* acknowledge).  
*drawn upon S*  
*Bank of India*  
*Churchgate Bro*  
*Bombay, 400*

*2*  
*xx Day, Jew*

- (b) By making the following part payments towards the balance of purchase price which part payment shall be made in the manner and by instalments specified below within 7 days (time being of the essence of the contract) of the Builders giving notice to the Unit Holder calling for payment of the said moneys.

- |          |   |
|----------|---|
| (i) Rs.  | on the plinth of the said Building being constructed;                     |
| ii) Rs.  | on the 1st slab of the said Building being cast;                          |
| iii) Rs. | on the 2nd slab of the said Building being cast;                          |
| iv) Rs.  | on the 3rd slab of the said Building being cast;                          |
| v) Rs.   | on the 4th slab of the said Building being cast;                          |
| vi) Rs.  | on the 5th slab of the said Building being cast;                          |
| vii) Rs. | being the balance on vacant possession being obtained by the Unit Holder. |

4. If the Unit Holder commits default in payment of any of the instalments aforesaid on their respective due dates (time being of the essence of the contract) and/or in observing and performing any of the terms and conditions of this agreement, the Builders shall without prejudice to their other rights against the Unit Holder, be at liberty to terminate this Agreement in which event the said deposit or earnest money paid by the Unit Holder to the Builders shall stand forfeited and the Builders shall be entitled to enter and reassume possession of the said premises and everything whatsoever therein. The Builders shall, however on such termination refund to the Unit Holder the amounts, which may have till then been paid by the Unit Holder to the Builders save and except the amounts paid by way of deposit or earnest money but without any further amount by way of interest or otherwise. The Unit Holder shall in such event forfeit all his/her/its right, title interest in the said premises and shall not be entitled to claim any amount whatsoever from the Builders. The Builders shall also be at liberty to sell of the said premises to any other person at any price as the Builders may deem fit and the Unit Holder shall not be entitled to question such sale or to claim any amount whatsoever from the Builders.



5. Without prejudice to the Builders' other rights under this Agreement and/or in law the Unit Holder shall be liable at the option of the Builders to pay to the Builders, interest at the rate of 18% per annum on all amounts due and payable by the Unit Holder under this agreement if any such amount remains unpaid for 7 (seven) days or more after becoming due.

6. Possession of the said premises shall be delivered to the Unit Holder only after the said A-2 Building is ready for use and occupation and provided all the amounts due by the Unit holder under this agreement are paid to the Builders in full. The Unit Holder shall take possession of the said premises within 7(seven) days of the Builders giving notice in writing to the Unit Holder intimating that the said premises are ready for the use and occupation. The said premises shall not be deemed to be ready for use & occupable until, inertia, the occupation certificate is obtained from the Bombay Municipal Corporation and necessary arrangements have been made with the Bombay Electric Supply & Transport Undertaking for supply of power to the Unit Holders from the sub-station to be put up for the purpose by the Builders provided however that the cost of laying pipes and cables leading from the sub-station to the particular Unit/gala shall be borne and paid by the Unit Holder in addition to the other amounts payable by him/her as hereinbefore provided. The amount of Rs.2,500/- (Rupees two thousand & five hundred only) being the costs of cable charges shall be paid by the Unit Holder to the Builders at the time of possession of the Unit/gala being handed over to the Unit Holder.

7. Possession of the said premises shall be delivered by the Builders to the Unit Holder on/or before 15<sup>th</sup> day of December, 1993. The Builders shall not incur any liability if the Builders are unable to deliver possession of the said premises by the aforesaid date if the completion of the said A-2 Building is delayed by reasons of non-availability of Steel and/or cement or other building materials and/or water supply or electric power or by reason of war, civil commotion, or any act of God, force majeure, strikes lock outs, lay-offs whether of the labour of the Builders or any of the labour at the works of the manufacturer/suppliers of steel, cement or other building material or other natural calamity or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or for any other causes or reasons beyond the control of the Builders and in any of the aforesaid events the Builders shall be entitled to reasonable extension of time for delivery of possession of the said premises.

8. If for any reason the Builders are unable or have failed to give possession of the said premises to the Unit Holder within the date

specified hereinabove, or within any further date or dates agreed to by and between the parties hereto, then in such case the Unit Holder shall be entitled to give notice to the Builders terminating this Agreement in which event the Builders shall within 2 weeks from the receipt of such notice refund to the Unit Holder the aforesaid amounts and deposit and the further amount, if any, that may have been received by the Builders from the Unit Holder as installments, part payments in respect of the said premises as well as simple interest on such amount at the rate of 15% per annum from the date of receipt till payment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this agreement and the Builders shall be at liberty to sell and dispose off the said premises to any other person upon such terms and conditions as the Builders may deem fit. If as a result of any legislation the Builders are unable to complete the aforesaid A-2 Building and/or to give possession of the said premises to the Unit Holder, the only responsibility and liability of the Builders will be to pay over to the Unit Holder and the several other persons who have purchased or who may purchase hereafter the Units/galas and other portions in the said A-2 Building the total amount (attributable to the said Unit/gala) that may be received by the Builders at the time and in the manner as may be received by the Builders pursuant to such legislation and save as aforesaid, neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise howsoever.

9. Upon possession of the said premises being delivered, the Unit Holder shall be entitled to the use and occupation of the said premises. Upon the said Unit Holder taking possession of the said premises he/she/it shall have no claim against the Builders in respect of any item of work in the said premises which may be alleged not to have been carried out or completed.

10. Commencing a week after notice is given by the Builders to the Unit Holder that the said premises are ready for use and occupation, the Unit Holder shall be liable to bear and pay all the taxes and charges for electricity, water and other services and the outgoings payable in respect of the said premises as provided hereunder.

11. The Unit Holder agrees and binds himself/herself/itself to pay regularly every month by the 5th day of each month to the Builders until the Unit Holder is admitted as member of the Co-operative Society, Limited

Company or association to be formed and thereafter to the said society, Limited Company or association as the case may be, the proportionate share that may be decided by the Builders or the said Society, limited company or association as the case may be for Municipal, Government, public and other taxes that may from time to time be levied against the land and/or the said A-2 Building including water taxes and water charges and outgoings for the maintenance of the said common lights, and other outgoings such as collection charges, charges for liftman, watchman, sweeper and maintenance including sanitation, water charges etc., or accounts incurred in connection with the said A-2 Building. The Unit Holder shall keep deposited with the Builder at the time of taking possession of the said premises a sum of Rs.

as deposit towards the aforesaid expenses and outgoings. The said sum shall not carry interest and will remain with the Builders until the Unit Holder is admitted as the member of the said Co-operative Society, Limited company or associations as the case may be and thereafter after adjusting the expenses incurred by the Builders shall pay over the balance to the said Co-operative Society, Limited Company or association as the case may be. The Unit Holder shall also keep deposited with the Builders at the time of taking possession a sum of Rs. \_\_\_\_\_ as share money and entrance fee for the membership of the said Co-operative Society, Limited Company or association as the case may be.

12. The Unit Holder shall use the said premises for industrial purposes and any other use permissible under law save and except the use as Hotel, Canteen and/or eating house of any nature whatsoever. The Unit Holder shall not use the said premises in a manner or for a purpose which may or is likely to cause nuisance or annoyance to other units holders in the said A-2 Building or to owners or occupiers of neighbouring properties or for any illegal or immoral purpose.

13. The Builders have furnished the said Agreement dated 5th July 1979 to the Unit Holder for his/her inspection and the Unit Holder has perused the same. The Unit Holder has noted the contents thereof and agrees to purchase/acquire the said premises with full knowledge of the rights of the Company thereunder.

14. The Unit Holder shall from the date of possession, maintain the said premises at his/her own cost in a good tenantable repair and shall not do or suffer to be done anything in or to the said A-2 Building or to the said premises, staircase and/or common passages or compound which may be against the rules regulations or bye-laws of the Bombay

Municipal Corporation B. E. S. T. or any other authorities, or legal bodies nor shall the Unit Holder change, alter and/or make any addition in/or to the said premises and/or to the said A-2 Building or any part thereof. The Unit Holder shall be responsible for any violation or breach of any of the aforesaid provisions.

15. The Unit Holder shall have no claim whatsoever save and except in respect of the particular unit/gala hereby agreed to be acquired by him/her. All open spaces, un-allotted parking spaces, other units/galas, rooms, terraces, garages, staircases lobbies etc., will remain the property of the Builders and thereafter of the said Co-operative Society, Limited company or association of persons as the case may be.

16. The Unit Holder shall not store in the said premises any goods which are combustible, inflammable or otherwise hazardous or dangerous or such as are considered objectionable by any authority or so heavy as to effect the construction of the said A-2 Building.

17. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of any right, title or interest in favour of the Unit Holder in, to or upon the said premises or the said land or any part thereof or the said A-2 Building thereon or any part thereof.

18. The Unit Holder shall not let, sublet, sell, transfer, convey, mortgage, charge, encumber, or deal with or dispose off or part with the said premises and/or assign under-let or part with as aforesaid any of his/her interest under or the benefit of this Agreement until all the dues payable by him/her to the Builders under this agreement are fully paid up and that too only if the Unit Holder has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he/she obtains the previous consent in writing of the Builders or the said Co-operative Society, limited company or association as the case may be.

19. The Unit Holder shall sign and execute all the necessary applications, papers, documents and do all acts, deeds and things as the Builders may require of him/her in order to become the member of the said Co-operative Society, limited Company or association of persons as the

case may be. No objection shall be taken by the Unit Holder if any changes or modifications are made in the bye-laws as may be required by the Registrar of Co-operative Societies, or in the Memorandum and Articles of Association of the limited company or otherwise. The Unit Holder shall be bound from time to time to sign such other papers or documents and to all other acts and things as the Builders may require him/her to do for safeguarding the interest of the Builders and other unit holders.

20. The Unit Holder Shall observe and perform all the bye-laws and all the rules and regulations of the said Co-operative Society, and the Memorandum and Articles of Association of the Limited Company or otherwise as the case may be and shall pay and contribute regularly and punctually towards taxes and expenses and other outgoings in accordance with the terms of this Agreement.

21. The Unit Holder hereby agrees and undertakes to be a member of the said Co-operative Society, Limited Company or association as the case may be and from time to time sign and execute all applications for registration and for membership and other Papers and documents necessary for the formation and registration, incorporation of the said society, limited company or association as the case may be.

22. The deposits that may be demanded by or paid to the Bombay Municipality for the purpose of issuing the Commencement Certificate and/or occupation certificate and/or Building Completion Certificate and for giving securities in connection with the said A-2 Building and the electric meter deposits to be paid to the electric company and/or for the purpose of giving new or extra water connection to the said A-2 Building shall be borne and paid by all the unit holders of the said A-2 Building in proportion to the respective floor areas of their units/galas or other spaces. The Unit Holder shall, within 7 (seven) days of demand in writing made by the Builders, deposit such proportionate amount with the proper authority.

23. If at any time any development and/or betterment charges or other levies are/or is charged, levied or sought to be recovered by the Bombay Municipality Government or any other public body or authority in respect of the said land and/or said A-2 Building, the same shall be borne and paid by all unit holders in proportion to the respective floor areas of their units/galas or other spaces.

24. The Builders shall have the first lien and charge on the said premises agreed to be acquired by the Unit Holder in respect of any amount due and payable the Unit Holder under the terms and condition of this agreement.

25. The Unit Holder shall permit the Builders and it's surveyors servants and Agents with or without workmen and other persons at all reasonable times to enter into and upon the said premises of any part thereof to view and examine the state and conditions thereof and the Unit Holder shall make good within 3 months after giving of the notice of any defects delays and wants of repair of which such notice in writing shall be given by the Builders to the Unit Holder. The Unit Holder shall also permit the Builders and his servants and agents and others as aforesaid to enter into the said premises or any part thereof also for the purpose of repairing any part of the said A-2 Building and for the purpose of making, repairing maintaining, re-building, cleaning, lighting and keeping in order and good condition all sewers, drains, pipes, cables, water courses, gutters, wire, parapet walls or structures or other conveniences belonging to or serving or served or used for the said A-2 Building and also for the purpose of laying, maintaining, repairing and testing, drainage, gas and water pipes, and electric wires and cables and for similar other purposes contemplated by this Agreement.

26. The Unit Holder has prior to execution of this agreement satisfied himself/herself about the title of the Company to the said land and of the Builders to the said premises described in the first schedule and in the Second Schedule hereunder written and he/she shall not be entitled to investigate the title of the Company and/or the Builders and no requisition or objection shall be raised on any matter relating thereto. A copy of the certificate of title issued by Messrs Kanga & Company, Advocates is hereto annexed and marked Ex. "A".

27. The Builders or any person nominated by the Builders or the party to whom the rights conferred under this clause are assigned shall have an absolute right to make additions, or put up additional structures as may be permitted by the Muncipal Corporation and other competent authorities. Such addition; alterations and structures will be the sole property of the Builders or his nominee or nominees

as the case may be who shall be entitled to dispose off the same in any way they choose and the Unit Holder hereby consents to the same. The Builders and/or their nominees or assignees shall be entitled to display advertisements or hoardings or sign boards or neon signs in any portion of the compound comprised in the said premises including the terrace, walls, parapets wall and compound walls and they shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Agreement with the unit holder/s in the said A-2 Building shall be subject to the aforesaid rights of the Builders or their nominees or assignees and the Unit Holder shall not be entitled to raise any objection or to any abatement in the price of the units/galas agreed to be acquired by him/her and/ or to any compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Builders, shall be entitled either to nominate any other person to obtain the benefits of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of any other person. Such nominee or assignee shall be admitted as members of the said Co-operative Society, limited company or association as the case may be to whom the said premises and said A-2 Building will be transferred, in pursuance of the provisions hereinafter contained PROVIDED FURTHER THAT neither Unit Holder nor any of the purchasers of any other units/galas, the said Society Limited company or association as the case may be shall be entitled to charge the Builders and/or its nominees or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

28. If the Builders shall get the benefit of additional Floor Space Index(F.S.I.) for construction from the Bombay Municipal Corporation the Builders shall be at liberty to put up any number of additional floors over and above the said A-2 Building.

29. The Unit Holders will not be entitled to any rebate and/or concession in the price of his/her unit/gala on account of the construction of the additional floors in the said A-2 Building and/or change, alteration and additions made in the said A-2 Building.

30. Without prejudice to the rights of the Builders hereunder and/or under any law the Builders will be entitled to take action against the Unit Holder if the Unit Holder neglects or fails to pay his/her proportionate share of outgoings referred to this agreement every month and if

he/she remain in arrears for three months the Builders shall terminate this agreement and enter upon the said Unit/gala and reassume possession thereof and forfeit absolutely all moneys paid by the Unit Holder under this agreement and the Unit Holder shall have no claim against the Builders in respect thereof.

31. The Unit Holder along with other unit holders will pay the amounts to the Builders in respect of the deposit made by the Builders for the water connection of the said A-2 Building to the Municipal Corporation and also the deposit made by the Builders to the B.E.S.T. for electric meter for lighting and for power.

32. The Unit Holder will not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him/her nor will he/she/it at any time make or cause to make any additions of whatever nature to the said premises or any part thereof. The Unit Holder is not permitted to make any alterations in the elevation and outside colour scheme of the said premises agreed to be purchased by him/her/it.

33. After the possession of the said premises is handed over to the Unit Holder, if any additions or alterations in or about or relating to the said A-2 Building are thereafter required to be carried out by Government, Municipality or any Statutory authority or Body, the same shall be carried out by the Unit Holder in co-operation with other unit holders in said A-2 Building at their own costs and the Builders shall not in any manner be liable or responsible for the same.

34. The Unit Holder shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the said A-1 Building or cause any increased premium to be payable in respect thereof.

35. The Unit Holder shall not decorate the exterior of his/her unit/gala otherwise than in a manner agreed to with the Builders or in the manner as far as way as may be in which the same was previously decorated.

36. The Unit Holder shall not throw dirt, rubbish, rags, or otherwise refuse or permit the same to be thrown in his/her unit/gala or in the compound or any portion of the said A-2 Building.



37. The Builders shall keep the Unit Holder fully indemnified from and against any claim under or in respect of the said mortgages and all costs charges and expenses which the Unit Holder may suffer, incur or be put in that behalf.

38. Any delay or indulgence by the Builders, in enforcing the terms of this Agreement or any forbearance or giving of time to Unit Holders shall not be treated as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Unit Holder nor shall it in any manner prejudice the rights of the Builder.

39. The said A-2 Building shall be known as "A-2 Extension Building" and the name of the said Co-operative Society, Limited company or association as the case may be shall bear the same as part, thereof and this name shall not be changed without the prior written permission of the Builders.

40. Subject to the provisions contained hereinabove, after the said A-2 Building is complete and ready and fit for occupation and after the said Society, limited company or other association as the case may be is formed, registered and/or incorporated and all the units/galas, in the said A-2 Building shall have been sold and disposed off by the Builders and after the Builders have received all dues payable to it under the terms of the Agreement with the various unit holders, the Builders shall ensure that a proper Deed of Conveyance, Assignment in favour of such Society, limited company or association as the case may be of the said land and said A-2 Building including the said premises more particularly described in the First Schedule hereunder written is duly executed reserving to themselves and absolute right to the terrace and any area on the other floors if permissible in favour for development of the said A-2 Building or for constructing additional floor on the said terrace.

41. In the event of the Society, limited company or association as the case may be being formed and registered and/or incorporated before the sale and disposal by the Builder of all units/galas in the said A-2 Building, the power and authority of the said Society, limited company or association as the case may be so formed or of the Unit Holder and other Purchasers of the units/galas shall be subject to the over-all control and authority of the Builders, in respect of any of the matters concerning the said A-2 Building, including the construction and com-

pletion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold units/galas, parking spaces and other open spaces and disposal thereof and the consideration for which the same shall be disposed off.

42. All letters,, receipts and/or notices to be served on the unit holders as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectually discharge the Builders if sent to the Unit Holders by pre-paid post under certificate of Posting to his/her address specified below:

m/   
 15   
 9/7

Unit No 370 3<sup>rd</sup> Floor   
 \_\_\_\_\_   
 Shah & Nahar Indl Estate (A2)   
 Dhanraj Mill Compound, SJ marg   
 \_\_\_\_\_   
 Lower Parel, Bombay - 40013   
 \_\_\_\_\_

43. All costs, charges stamp duty, registration charges and expenses in connection with preparation and execution of the conveyance/assignment in favour of the said Society Limited company or association as the case may be and other documents and the formation, registration and/or incorporation of the said Society, limited company or association as the case may be shall be borne, shared and paid by all the unit holders of the said A-2 Building in proportion to the respective floor areas of their respective units/galas or other spaces and/or paid by such Co-operative Society, Limited company or association as may be determined by the Builders.

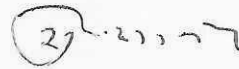
44. The stamp duty, registration charges of and incidental to this agreement shall be borne and paid by the Unit Holder alone. The Unit holder will lodge this agreement for registration with the Sub-Registrar of Assurances at Bombay and the Builders will attend the Sub-Registrar and admit execution thereof after the Unit Holder informs the Builders within two days of the lodging, thereof, the serial number under which the same is lodged. The Unit Holder shall also pay to the Builders at the time of execution of this agreement a sum of Rs.500/- as his/her share of the legal costs incurred by the Builders.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All the several pieces or parcels of Foras land or ground situate lying and being at Parel near the western Railway lines outside the Fort of Bombay in the Registration Sub-District of Bombay containing by admeasurement 29572.20 square metres equivalent to 35205 Square Yds. or thereabouts together with the messuage tenements and buildings erected thereon and registered in the books of the Collector of Land Revenue under new Nos. 12297, 12602, 12630, 12663, and 12613, Cadastral Survey No. 159 of Lower Parel Division and by the Collector of Municipal Assessment under G Ward Nos. 1017 (i), 1040, 1041 & 1093 and Street Nos. 22, 45, 46A and 48 and bounded as follows, that is to say, or towards the East partly by the western Railway Lines and partly by the property of the Assur Veerji Mills Ltd., on or towards the west by the property of the Sun Mills Ltd., and Madhavrao Scindia Mills Ltd., on or towards the North by the Sun Mills Road, and on or towards the South by the property of the western Railway.

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

SIGNED SEALED AND DELIVERED by ) For Shah and Nahar Associates  
the withinnamed MESSRS SHAH AND )  
NAHAR ASSOCIATES Builders )



Partner

in the presence of  )

SIGNED SEALED AND DELIVERED by )  
the withinnamed Unit Holder Shri./Smt. )  
M<sup>s</sup> S. K. EXPORTS )

For S. K. EXPORTS.



PARTNER.

in the presence of  )

## EXHIBIT 'A'

**KANGA & CO.**

ADVOCATES, SOLICITORS AND NOTARY

S.C.PARDIWALLA CONSULTANT)

D.D.DAMODAR

K.J.MERCHANT

M.L.BHAKTA

B.K.SANGHAVI

K.R.MODI

J.S.DESAI

S.C.KOTHARI

IN REPLY QUOTE REF. NO. MLB/16680/79

Telegrams : "KANGACO" Bombay.

Telephone Nos. 252265 252289  
252288 259238

Telex : KACO 011 - 4727

Readymoney Mansion  
43, Veer Nariman Road,  
Bombay - 400 023.**TO WHOMSOEVER IT MAY CONCERN**

Re : Agreement for sale of F.S.I. of A-2 Building in property situate at Sitaram Jadhav Marg, Lower Parel, Bombay-400 013. bearing C.S. No.159 of Lower Parel Division known as Dhanraj Mills Compound.

By an Agreement dated the 5th day of July 1979 made between Dhanraj Mills Private Limited of the one part and Messrs Shah and Nahar Associates of the other part, Dhanraj Mills Private Limited have agreed to sell to Messrs Shah & Nahar Associates the F.S.I. in respect of A-2 Building in the property more particularly described in the Schedule hereunder written at the price and on the terms and conditions therein contained.

We have investigated the title of Dhanraj Mills Private Limited to the property more particularly described in the Schedule hereunder written and we hereby certify that the title of Dhanraj Mills Private Limited to the said property is clear, marketable and free from encumbrances.

THE SCHEDULE ABOVE REFERRED TO:

All the several pieces or parcels of Foras land or ground situate lying and being at Parel near the Western Railway Lines outside the Fort of Bombay in the Registration Sub-District of Bombay containing by admeasurement 29572.20 square Metres equivalents to 35205 square yards or thereabouts together with the mes-  
sage tenements and buildings erected thereon and registered in the books of the Collector of Land Revenue under new Nos.12297, 12602, 12630, 12663 and 12613, Cadastral Survey No.159 of Lower Parel Division and by the Collector of Municipal Assessment under G Ward Nos.1017 (1), 1040, 1041 and 1093 and street Nos.22, 45, 46A and 48 and bounded as follows, that is to say, on or towards the East Partly by the Western Railway Lines and Partly by the property of the Assur Veerji Mills Ltd., on or towards the west by the property of the Sun Mills Ltd., and Madhavrao Scindia Mills Ltd., on or towards the North by the Sun Mill Road, and on or towards the South by the property of the Western Railway.

Dated this 21st day of September 1979.

Kanga & Company

Sd/-

(M.L. Bhakta)

Partner

## DESCRIPTION OF SPECIFICATION AND AMENITIES

1. The buildings will be of R.C.C.
2. The floor height will be 12' clear.
3. All doors, windows, and ventilators will be of steel and oil painted
4. The windows and ventilators will be provided with glass panels.
5. All electrical mains will be provided in conduit pipes inside the unit.
6. Individual service cable capable of catering the power load will be provided in each unit with main switch inside the unit at extra cost.
7. Three light points and two fan points will be provided in each unit free of cost.
8. All attached bathrooms will be furnished with Shahbad/Kotah stone in flooring and upto 3'-8" in dado.
9. Water closet will be provided in each bathroom.
10. Four goods lift will be provided.