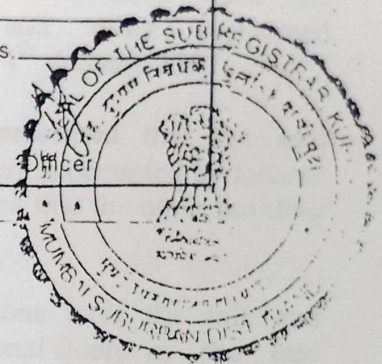


Stamp Duty	Rs. 6135
Franking Value	Rs. 113580
Service Charges	Rs. 12
TOTAL	Rs. 113590
Name of the person for whom stamp duty is impressed	
Name of the Stamp duty paying party	Jain Hiralal Bherulal
DD/Cheque No.	349
Drawn on Bank	Ghatkoper
(For Bank's Use only)	
Tran ID	A254 Rs.
Franking Sr. No.	PL-546 Rs.
Cashier	

DEBIT

RECEIVED  
KAPOL CO-OP. BANK LTD.  
MUMBAI  
19 MAY 2006



ARTICLES OF AGREEMENT made and entered into at Mumbai this 31st day of May 2006 BETWEEN 1) SHRI. RAMJI VASANJI SHAH and 2) SHRI. NEMJI VASANJI SHAH both Hindu Adults Indian Inhabitants having address at Flat No. G-1, Shri Ram Bhuvan , No. 2, Jivdaya Lane, L.B.S. Marg, Ghatkoper ( W), Mumbai 400 086 hereinafter referred to as 'OWNERS' (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their respective legal heirs, executors, administrators and assigns ) of the ONE PART AND SHRI/SMT/KUM/M/S JAIN HIRALAL BHERULAL JAIN VADAMI HIRALAL.

hereinafter referred to as the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, administrators and permitted assigns) of the OTHER PART.

श्री. रामजी  
N.V.S.

certified true copy  
For The Cosmos Co-op. Bank Ltd.

*Anand*  
Manager  
Ghatkoper (W), Mumbai



*N. V. S.*  
Vadami

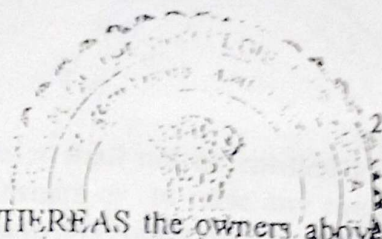
For The Kapol Co-op. Bank Ltd.

*[Signature]*  
Authorised Signatory  
D-557PV/C.R.1061/04/05/1985-88

The Kapol Co-operative Bank Ltd.,  
Ghatkoper Branch, Ladhkhori Kapol,  
Mumbai-400 086.

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WHEREAS the owners above named are seized and possessed of or otherwise well and sufficiently entitled to property bearing Survey No. 40 old talni No. 5, New Hiasa No. 4(part) and bearing CTS No. 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772 and 1773 admeasuring 2714.33 sq. yds. situate at Village Ghatkopar-Kirol, Taluka Kuria within the Registration Sub-District Kuria at Chembur, District Mumbai Suburban and more particularly described in the schedule hereunder written.

AND WHEREAS the said property consists of two buildings known as Shri Ram Bhuvan No. 1&2 standing thereon. And whereas the building No.1 comprises of ground and two upper floors. And whereas the owners with the intent to develop the said property by constructing additional floors thereon have got the plans sanctioned from the Municipal Corporation of Greater Mumbai and other concerned authorities under No.CE/5778/BPES/AN Dated 4<sup>th</sup> January 1997.

AND WHEREAS the Owners have represented that the said building No.1 consisting of ground two upper floors is occupied by tenants. And whereas the Owners have further represented that the other building No.2 is also occupied by the tenants.

AND WHEREAS the Owners alone have the sole and exclusive right to sell the flats on the said additional floors in the said building constructed by the Owners and to enter into agreement/s with the Purchaser/s of flats and to receive the sale consideration in respect thereof

AND WHEREAS the Purchaser demanded from the Owners and the Owners have given inspection to the Purchaser of all the documents of title relating to the said property the plan, designs and specifications prepared by the Owner's Architect and of such other documents as are required by the Purchaser.

AND WHEREAS the Purchaser has also taken inspection of all the plans, designs and specifications sanctioned by the Competent Authority and other Authorities.

AND WHEREAS the Copies of Certificate of Title issued by the attorney-at-law or advocate of the Owners, copies of property card or extract of Village Forms VI or VII and XII or any other relevant revenue record, showing the nature of the title of the Owners to the said property on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the flat agreed to be purchased by Purchaser approved by the concerned local authority have been annexed hereto.

AND WHEREAS the Purchaser has become fully satisfied about the title of the Owners to the said property and the

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*[Handwritten Signature]*

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Purchaser shall not be entitled to the further investigation of the title of the Owners or to raise any requisition or to raise any objection with regards to any other matter relating thereto.

AND WHEREAS while sanctioning the said plan concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners while developing the said property and the said building/s and upon the due observation and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Owners have accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Purchaser herein applied to the Owners for allotment to the Purchaser Flat No. 301 on the Third Floor in building known as Shri Ram Bhuvan No. 1.

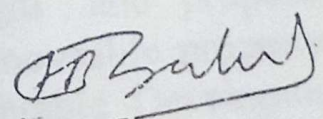
AND WHEREAS as per the scheme envisaged by the Owners:

a) The Owners have on the said building No.1 put up additional floors after having obtained from the public authorities concerned sanction of building plans. The ground and two upper floors of the said building No.1 is occupied by tenants. The Owners propose to develop the said entire property more particularly described in the schedule hereunder written. The Owners reserve their right and propose to put up further construction on the said entire immovable property by availing of FSI of the said property or Transferable Development Rights (TDRS) or otherwise as may from time to time be permitted by the BMC, Development control Rules/ Regulations and the law which the Owners may obtain / purchase or otherwise acquire. The Purchaser has noted the above facts and hereby expressly consents to the same. Further the Purchaser agrees not to raise any objection or to do or omit to do any act of commission or omission whereby the aforesaid rights of the Owners to develop the entire immovable property are in anyway limited, restricted, hampered or diluted.

(b) The Owners shall be entitled to the development of the of the said land more particularly described in the Schedule hereunder written. The Owners shall be entitled to develop the said property either themselves or through any other Developer as they deem fit and proper.

(c) The Owners may at their option form one or more society or any other organisation in respect of all the wings/building or separate society in respect of each wing or one or more wings/buildings as they may think fit and proper. It is clarified that the society or other organisation as aforesaid in respect of building No.1 shall be formed only

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वदर-३	
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2. The Purchaser hereby agrees to purchase from the Owners and the Owners hereby agree to sell to the Purchaser Flat No. 301 having carpet area of 970 Sq.ft. as shown on the plan on the Third floor of the building known as "SHRI RAM BHUVAN NO.1" (hereinafter referred to as the flat, or premises) together with and as appurtenant thereto ~~the right to use open parking space~~ for the total price of Rs. 25,00,000/- (Rupees Twenty Five Lacs only). The Purchaser hereby agrees to pay to the Owners the said amount of purchase price of Rs. 25,00,000/- (Rupees Twenty Five Lacs Only) in the following manner:

- a) Rs. 1,00,000/- paid as earnest money or deposit on or before the execution of these presents.
- b) Rs. \_\_\_\_\_/- to be paid on or before \_\_\_\_\_.
- c) Rs. \_\_\_\_\_/- to be paid on or before \_\_\_\_\_.
- d) Rs. \_\_\_\_\_/- at the time of possession of the premises agreed to be sold herein.

The Purchaser shall pay the amounts as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is the essence of the Agreement.

The Purchaser agrees that the aforesaid consideration has been fixed on lumpsum basis. The Purchaser further agrees that before entering into these presents the Purchaser/s has/have got himself/herself satisfied about the area of the said flat and that the Purchasers shall not make any grievance and/or shall not raise any objection of whatsoever nature in respect of the area of the said flat as mentioned herein above.

3. The Purchaser agrees to pay to the Owners at 18% (eighteen percent) per annum on all the amounts which become due and payable by the Purchaser to the Owners under the terms of this agreement from the date the said amount is payable by the Purchaser to the Owners.

4. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Owners under this Agreement (including his/her proportionate share of taxes levied

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बंदर-३	
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be entitled to use the water from such water tanks, septic tanks and/or any other service or facility or amenity commonly constructed for use of both the said Buildings/structures. The Purchaser/s hereby agree/s and consent/s to the same and not to object to such common use of water tanks and septic tanks and/or other service or facility or amenity any other by such two neighbouring Buildings and hereby also consent/s to the covenants being incorporated in the conveyance and/or long lease and/or other documents that may be executed by the Owners in favour of a co-operative society as and when formed inter alia to the effect that such society shall not object and shall allow and permit the user of water tanks and septic tanks and/or other service or facility or amenity by the other occupants in the neighbouring buildings in the said property.

40. It is expressly agreed that it will be the sole option of the Owners to convey or demise such land appurtenant and such portion of the recreation area and internal access road area and /or common area / facility / amenity with common or exclusive right to use as the Owners may desire to any Society, Limited Company or Condominium of Apartment/Owners as the case may be and neither the Purchaser herein nor the Body of prospective Purchasers shall be entitled to dispute or to object or to oppose the decision of the Owners in that behalf.

41. It is expressly agreed that it will be the sole option of the Owners to convey or demise the said property or part thereof without subdivision and on the basis of undivided share, right, title and interest and all the recreation area and internal road area, areas under reservation shall belong to and continue to be retained by the Owners and the Owners shall be entitled to sell, transfer or assign such area or areas to any person or party as the Owners may desire and neither the Purchasers herein nor the Body of prospective Purchasers shall dispute, object or oppose the decision of the Owners in that behalf.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

#### SCHEDULE OF PROPERTY

All that property bearing Survey No. 40 old fadni No. 5, New Hissa No. 4(part) and bearing CTS No. 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772 and 1773 admeasuring 2714.33 sq. yds. situate at Village Ghatkopar-Kirol, Taluka Kurla within the Registration Sub-District Kurla at Chembur, District Mumbai Suburban.

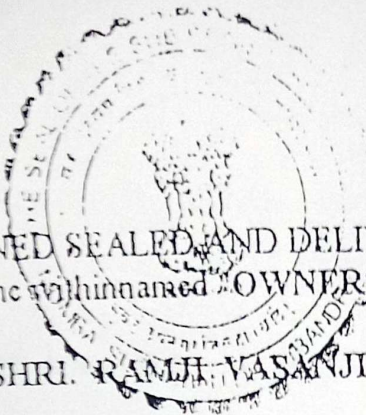
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N.V.S.

*[Signature]*

Vadame



SIGNED SEALED AND DELIVERED  
By the withinnamed "OWNERS"



वदर - ३
३५१२   २०
२००६

1) SHRI. RAMJI VASANJI SHAH &

*श्री रामजी वसंजी*

2) SHRI. NEMJI VASANJI SHAH

*Nemji*

In the presence of :

1. NIRAV Thakkar

*Nirav*

2. Shesh Narayan shukla

SIGNED SEALED AND DELIVERED

by the withinnamed "PURCHASER"

SHR/SMT/M/S. \_\_\_\_\_

x *Shesh*  
x *Vedemi*

In the presence of:

1. NIRAV Thakkar

*Nirav*

2. Shesh Narayan shukla

*Shesh*

RECEIPT

RECEIVED of and from the withinnamed Purchaser a  
sum of Rs/- 100,000 (Rupees One Lal only -  
Only) being the earnest money or deposit as aforesaid.

By Cheque NO ~~441001~~ 441002, The Cosmos Co. Op Bam  
Ltd. Ghat (West) Bam

Dated 21/05/2006

WE SAY RECEIVED



OWNERS

*Nemji*  
*श्री रामजी वसंजी*



Form : 3000 (Gen-318 : 28.9.95) DyCE(BP)ES on VALID UPTO 31/1/98

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CP/5778/BPES/AN

COMMENCEMENT CERTIFICATE

1AN 1007-3
347 179
2008

To :

Shri. Vasantji  
Ramji Shah

Sir,

With reference to your application No. \_\_\_\_\_ dated 23.4.86 for Development permission and grant of Commencement Certificate under section 45 and 69 of the Maharashtra Regional & Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act, 1888 to erect a building in Building No. \_\_\_\_\_ on plot NO. \_\_\_\_\_ C.T.S.No. 1765 to 1773 Ditya/Village/Town Planning Scheme No. Keral situated at Road / Street Ghatkopar (W) ward N the Commencement Certificate / Building permit is granted on the following conditions :

1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
3. The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if :

(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

(c) The Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.



7. The conditions of this certificate shall be binding not on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under

The Municipal Commissioner has appointed Shri K.S. Kayyath Assistant Engineer to exercise powers and functions of the Planning Authority under section 17 of the said Act.

This C.C. is valid upto 31/1/98

C.C. for external columns upto 2<sup>nd</sup> floor i.e. & internal Toilet block on ground, 1<sup>st</sup> & 2<sup>nd</sup> floor

For and on behalf of Local Authority  
The Municipal Corporation of Greater



B. Kanade  
4/1/97

Assistant Engineer, Building Proposals  
(Eastern Suburbs)

FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

15778 / BPES / AN-27 JAN 2000

C.C. upto 3<sup>rd</sup> Floor

B. P. 27.01.2000

Assistant Engineer Building Proposals  
Eastern Suburbs (L & N Ward)

TRUE COPY

W. Joshi

**JOSHI RAJE  
ARCHITECTS**

C-2/B, Unity Apartment  
Opp. Kurla Post Office, L. B. S. Marg  
KADLA (W.) BOMBAY - 400 076.



O.P.R. No. 12 dt 10.10.1952  
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 3006-7

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 12006 6426  
 2280-68 91720911  
 3910106

वद  
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 12006 6426  
 2280-68 91720911  
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घाटकोपर विभाग  
 घाटकोपर

Holder in-1954 Nanji Ramji Shah and  
 Laxmibai w/o Nanji Ramji Shah.

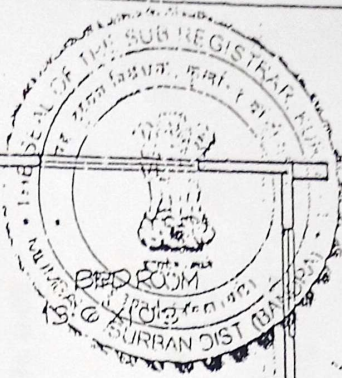
by Purchase for Rs 21714-10 As per  
 Regd. Can No. 3970 dated 15-7-1952

Lesser - Dhanji Ramji 2) Vaganji Ramji Shah.  
 3) velji Ramji Shah. 4) Hirji Ramji Shah.  
 As per Regd. Lesses No 4349 dt 6-8-1952 from 16-7-53

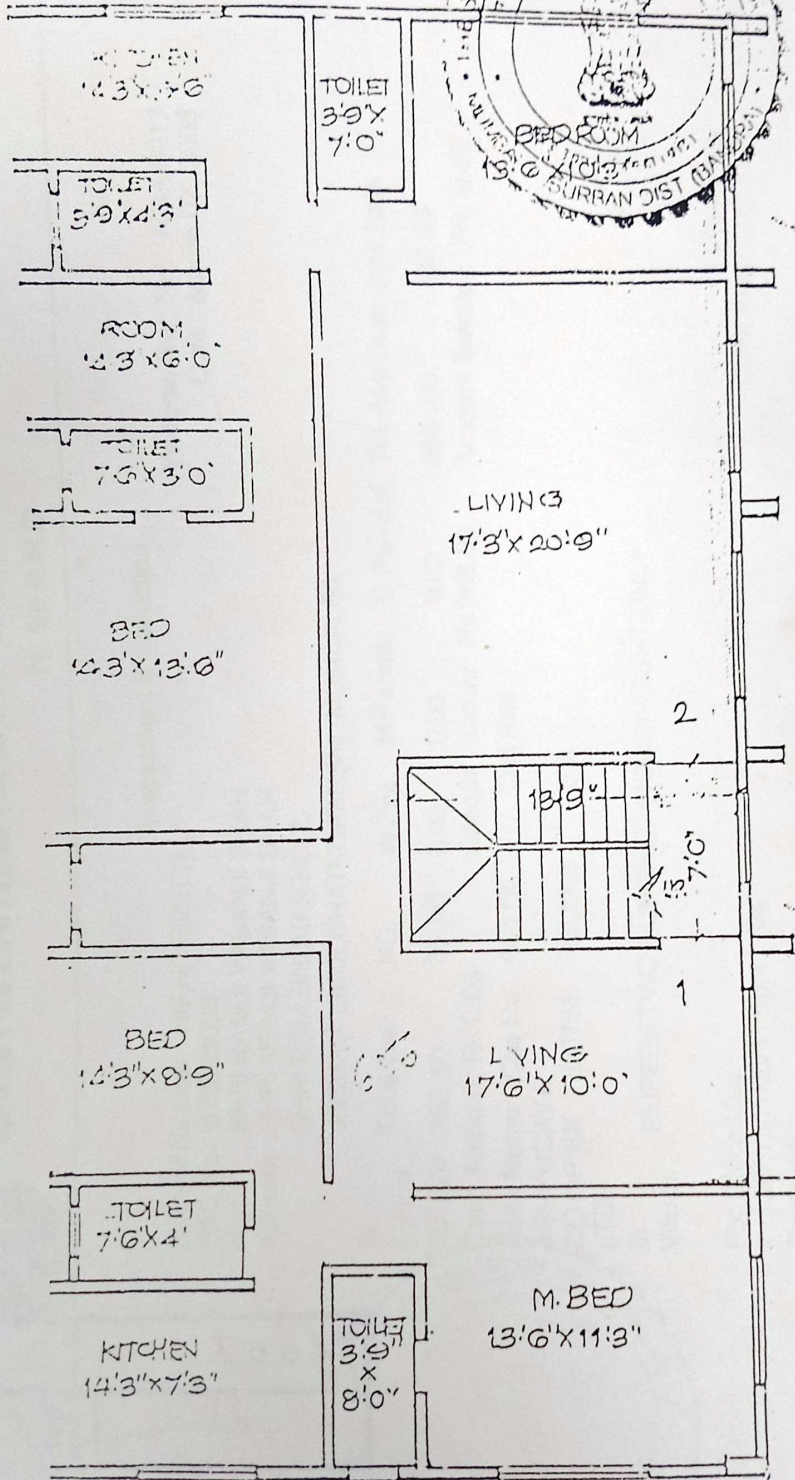
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(मुखा मीग 481)





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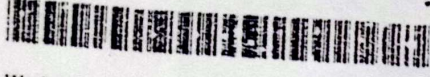
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 (THIRD & FOURTH FLOOR)  
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Wednesday, May 31, 2006

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Original

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Regn. 39 M

पावती

पावती क्र. : 3531

गावाचे नाव घाटकोपर

दिनांक 31/05/2006

दस्तऐवजाचा अनुक्रमांक वदर3 - 03512 - 2006

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: जैन हिरालाल भेरुलाल - -

नोंदणी फी	:	-	26200.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (41)	:	-	820.00
एकूण	रु.		27020.00

आपणास हा दस्त अंदाजे 4:31PM झा वेळेस मिळेल

दुय्यम निबंधक  
कुर्ता 1 (कुलम?)

बाजार मुल्य: 2162598 रु. मोबदला: 2500000 रु.

भरलेले मुद्रांक शुल्क: 113580 रु.

देवकाचा प्रकार : डीडी घनार्थद्वारे;

बँकेचे नाव व पत्ता: स्टेट बँक ऑफ सौराष्ट्र मु :

डीडी घनार्थ क्रमांक: 032210; रक्कम: 26200 रु.; दिनांक: 31/05/2006

Certified True copy.



For The Cosmos Co-op. Bank Ltd.

Manager  
Mumbai