

Unit No.

371

Member's Reg. No.

476

Certificate No.

357

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. Bharat Maganlal Sejpal is / are the Registered Holder/s of 5 (Five) only

Shares of Rs. 50/- each numbered 2631 to 2635 (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 18th day of May 1995



[Signature]
Mg. Committee Member

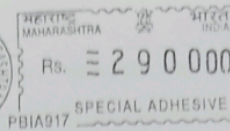
[Signature]
Hon. Secretary

[Signature]
Chairman

Office and place of business at present at Unit No. 370, 3rd Floor, A/2, Shah & Nahar Industrial Estate, Dhanraj Mill Compound, S.J. Marg, Lower Parel, Bombay-400 013.

[Handwritten initials]

Stamp Office
Bombay
PBIA917
(040)



Sey 290000

S. V. Tembulkar,
Proper Officer,
General Stamp Office, Mumbai.

AGREEMENT FOR SALE.

We the undersigned Parties:

1. MR. BHARAT MAGANLAL SEJPAL of Bombay Indian Hindu Inhabitant having his office and place of business at present at Unit No. 371, 3rd Floor in Shah & Nahar Industrial Estate (A-2), Dhanraj Mill Compound, S.J.Marg, Lower Parel, Bombay-400013. hereinafter referred to as "the Transferor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the One Part

AND

2. M/S. S.K.EXPORTS. a registered partnership firm duly registered with the Registrar of Firms, Bombay and having thier registered Office and place of business at present at Unit No. 370, 3rd Floor, A/2, Shah & Nahar Industrial Estate, Dhanraj Mill Compound, S.J.Marg, Lower Parel, Bombay-400 013.

BOS 4/14

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referred to as "the Transferees" (which expression unless it be repugnant to the context or meaning thereof is deemed to include the partners for the time being of the firm, the survivors or survivor of them, the heirs, executors administrators and the last survivor and their his or her assigns) of the other Part are executing this Memorandum in accordance with the requirements of sub Sections (2) and (3) of Section 269 UC and provisions of Chapter XXC of the Income Tax Act 1961.

WHEREBY it is mutually agreed declared confirmed and recorded by and between the parties hereto as follows:

1. The Transferor is the registered member of the "Shah & Nahar Industrial Premises (A-2) Co-operative Society Limited", a Society registered under the Maharashtra Co-operative Societies Act of 1960 under Registration Certificate No. BOM/W/G-S/GNL/(O)/490/88-89 of 1988 dated 30th August 1988 having its registered office at Shah & Nahar Industrial Estate (A-2), Dhanraj Mill Compound, Sitaram Jadhav Marg, Lower Parel, Bombay-400013. hereinafter referred to as "the said Society" and is the owner of 5 (Five) Shares of the face value of Rs.50/- each of the aggregate value of Rs.250/- (Rupees Two Hundred Fifty Only) bearing distinctive numbers from 2631 to 2635 (both numbers inclusive) (hereinafter referred to as "the said Shares") under Share Certificate bearing number 357 and which Share Certificate already stands in the name of the said Transferor and as incidental thereto the Transferor had been allotted use and occupation and possession of Unit No. 371 (admeasuring about 710 Sq.Ft. of built-up area), on the third floor of the building Shah & Nahar Industrial Estate (A-2) (bearing C.S.No 159 of Lower parrel Division), Dhanraj Mill Compound, Sitaram Jadhav Marg, Lower Parel, Bombay-400 013.
2. The Transferor has agreed to sell and transfer to the Transferees and the Transferees have agreed to purchase and acquire all the right, title and interest of the Transferor in the said Unit No 371 together with 5 (Five) Shares of Rs.50/- each bearing

BS *8/12*

ce No. 357 and distinctive numbers 2631 to 2635
ar Industrial Premises (A-2) Co-operative Society
gether with amounts standing to the Credit of the
or in sinking fund at or for the aggregate price of
000/- (Rupees Twenty Nine Lakhs Only) and on the terms
conditions contained therein.

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

1. The TRANSFEROR hereto grant, assign and transfer to the TRANSFEREES and the TRANSFEREES take over and acquire from the TRANSFEROR their right, title and interest in the said Gala No. 371 (admeasuring about 710 Sq.Ft. area) on 3rd floor of the building Shah & Nahar Industrial Estate (A-2) with the right to hold, use and occupy the said Gala No. 371 and with right to become member of the Society in pursuance of NOC dated 9/12/96 issued by the said society the "Shah & Nahar Industrial Premises (A-2) Co-operative Society Limited"
2. The TRANSFEROR shall pay all existing and earlier unpaid Municipal Taxes, outgoing, maintenance charges and other levies of whatsoever nature in respect of the said Gala No.371 relating to the period to these presents and shall indemnify and keep indemnified the TRANSFEREES in that behalf.
3. Against the receipt of the balance purchase price:
 - a) The TRANSFEROR have delivered to the TRANSFEREES, vacant, quiet and peaceful possession of the said Gala No. 371 on the Third floor of the building "Shah & Nahar Industrial Estate (A-2)" at Dhanraj Mill Compound, Sitaram Jadhav Marg, Lower parel, Bombay - 400 013.

BDS 4/15

Copy of Agreement for Sale Dated 3rd November
 executed by and between M/s. Shah & Nahar Associates
 Mr. Bharat Maganlal Sejpal.

Original Share Certificate No. 357 of Shah & Nahar Industrial
 Premises (A-2) Co-operative Society Ltd. in respect of 5
 Shares of the said Society bearing distinctive Nos. 2631 to
 2635 (both numbers inclusive).

3. Transfer form duly signed by the TRANSFEROR.
 4. NOC dated 9/12/1996 issued by Shah and Nahar Industrial
 Premises (A-2) Co-operative Society Ltd.
 5. Latest paid Electricity Bills and Bills issued by Shah &
 Nahar Industrial Premises (A-2) Co-operative Society Ltd.
 6. Application to B.E.S.T. undertaking for transfer of
 Electric Meter to the name and in favour of TRANSFEREES.
4. All Municipal Taxes, Maintenance Charges outgoings including
 increase if any relating to the said Gala No. 314 from the date
 hereof shall be paid by the Transferees, however the same viz
 maintenance charges, municipal taxes and other outgoings in
 respect of the said Gala No. 371 including increase if any
 in respect thereof upto date hereof shall be borne and paid
 by the TRANSFEROR alone and if need be the same shall be
 apportioned between the TRANSFEROR and TRANSFEREES. The
 TRANSFEROR and TRANSFEREES indemnify each other and keep
 indemnified towards their respective obligation to pay
 outgoings, maintenance charges and municipal taxes as herein
 above stated.
5. The TRANSFEREES Agree and undertake to abide by all the Rules
 and Regulations and bye-laws of the "Shah & Nahar Industrial
 Premises (A-2) Co-operative Society Limited." and not to create
 nuisance to the other occupants and to pay regularly all
 outgoings as fixed by the Society.

BBS 9/12

TRANSFEROR declares that:

and except the TRANSFEROR no other person or party has any right, title, interest, claim or demand into or upon the said Gala No. 371 and the said Share Certificate No. 357 bearing distinctive Nos. 2631 to 2635 issued by "Shah and Nahar Industrial Premises (A-2) Co-operative Society Ltd." or any part thereof either by way of sale, exchange, mortgage, gift, tenancy, inheritance, possession, lien or otherwise howsoever.

- b) The TRANSFEROR have not done omitted or knowingly suffered or been party or privy to any act deed or thing whereby the TRANSFEROR are prevented from transferring their right, title and interest in the said Gala No. 371 and said Shares bearing Certificate No. 357 and distinctive numbers 2631 to 2635 whereby the same are or can or may be charged, incumbered or prejudicially affected in estate title or otherwise.
- c) The TRANSFEROR shall at the request of the TRANSFEREES shall sign and execute all such deeds, documents, instruments and writings guarantees and/or indemnify as may hereafter be required by the TRANSFEREES for the purpose of effectually transferring the said Gala and shares to the name and in favour of the TRANSFEREES.
7. The TRANSFEROR and the TRANSFEREES both have agreed to bear and pay wqually the transfer fees or other contribution to the said Society for transfer of the said shares and the said Unit in the favour of the TRANSFEREES.

BS 9/5

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

SIGNED, SEALED AND DELIVERED by the)
 within named TRANSFEROR MR. BHARAT)
 MAGANLAL SEJPAL. in the Presence of)
)
)

B Lal 97-804
 TRANSFEROR.

SIGNED, SEALED AND DELIVERED by the)
 within named TRANSFEREES)
 M/S. S.K.EXPORTS. through its partner)
 ... SANJAY J. KHANNA)
)

Sanjay J. Khanna
 TRANSFEREES.

RECEIPT

RECEIVED of and from the within named TRANSFEREES the day
 and year first hereinabove written a sum of Rs. 29,00,000/-
 (Rupees Twenty Nine Lacs Only.) being the full consideration
 payable by them to us.

<u>CHEQUE NO.</u>	<u>DATE</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS)</u>
408675	6-12-96	STATE BANK OF INDIA CHURCHGATE BR	10,00,000/-
408676	9-12-96	STATE BANK OF INDIA CHURCHGATE BR	10,00,000/-
156739	20-12-96	STATE BANK OF INDIA CHURCHGATE BR	4,00,000/-
156740	20-12-96	STATE BANK OF INDIA CHURCHGATE BR	5,00,000/-

WITNESS:
[Signature]

 INWAH S. YEE

I SAY RECEIVED

J.V. Dadarkar

 JITENDRA.V.DADARKAR

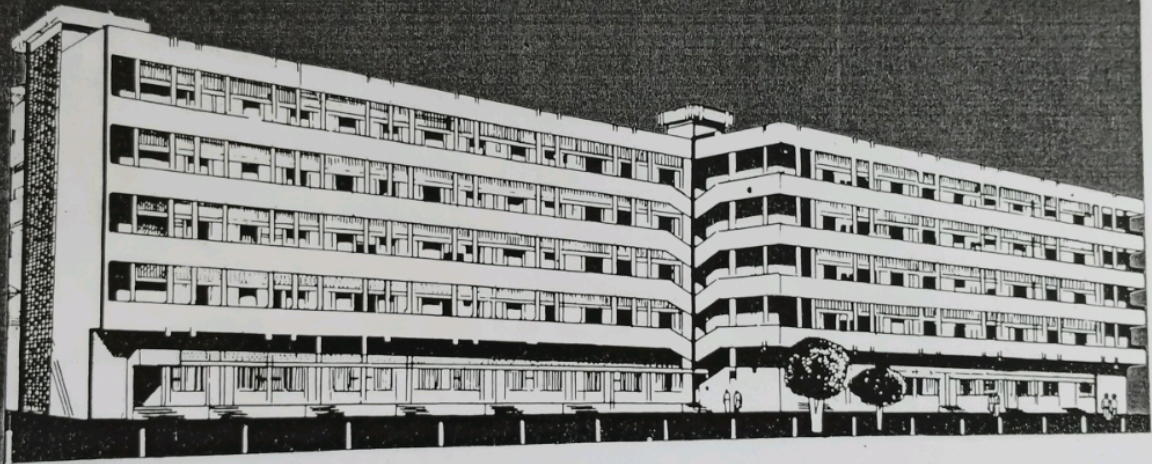
B Lal 97-804
 TRANSFEROR

AGREEMENT FOR SALE OF

Unit / Gala No. 371 On 3rd 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

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.
- (h) The Unit Holder has agreed to purchase from the Builders the unit/gala No. 371 admeasuring 710 sq. feet of Building Built up area on the 3rd 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.

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 3,90,500/= 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.

(Rs. Three lacs ninety thousand five hundred only).

3. The Unit Holder agrees to pay to the Builders the said consideration or purchase price of Rs. 3,90,500/= as under:-

- (a) By payment of Rs. 3,90,500/= ^{full} as ~~deposit or earnest~~ money on or before execution of this Agreement (the payment and receipt whereof the Builders do and each of them doth hereby admit and acknowledge).

Bank's Cheq. no. 185769 dt 25/10/89. State Bank of India
Opera House. Rs. 2,00,000/=

Pay order no. 245976 dt 26/10/89. Dena Bank
Kandivli (W) Rs. 1,90,500/=

Rs. 3,90,500/=

- (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 & accupable until, inertalia, the occupation certificate is obtained from the Bombay Muncipal 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.

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 7. Possession of the said premises shall be delivered by the Builders to the Unit Holder on/or before 6th day of November 19 89. 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

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:

202 - Paras Dalshan,

Shankar Lane, S.V. Road,

Kandivli (W) - BOMBAY. 400 067

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.

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 Si-
 taram 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 Pri-
 vate Limited to the said property is clear, market-
 able 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 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 (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

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 in admeasurement 29572.20 square Metres equivalents to 35205 square yards 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 (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 Yeerji Mills Ltd., on or towards the west by the property of the Sun Mills Ltd., and Madhavrao Scandia 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.

Proposed plan of the Unit No. 311 on 3rd Floor in Shah & Nahar Industrial Estate (A-2) agreed to be acquired by the Party of the Second Part shown in Red Colour.

TYPICAL FLOOR PLAN 3rd FLOOR

