



Wednesday, November 30, 2005

3:52:50 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 11293

गावाचे नाव भायखळा

दिनांक 30/11/2005

दस्तऐवजाचा अनुक्रमांक

बबड 1 - 11120 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: अरमान अली हाजी गो ईद्रीस खान

नोंदणी फी

:-

19300.00

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

:-

1380.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (69)

एकूण

रु.

20680.00

आपणास हा दस्त अंदाजे 4:07PM ह्या वेळेस मिळेल

DELIVERED

ON 30/11/05

दुय्यम निबंधक
मुंबई शहर 1 (फोर्ट)

बाजार मुल्य: 1929690 रु.

मोबदला: 700000 रु.

भरलेले मुद्रांक शुल्क: 80350 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 21; रक्कम: 19300 रु.; दिनांक: 30/11/2005

सह दुय्यम निबंधक
मुंबई शहर क्र. 9

२०,००,०००-१०-२००३-पीएच.ए. (बाम) ७२० (निका)

महानिरीक्षक व मुद्रांक नियंत्रक,
राज्य

नमुना म. को. नि. ६
[नियम ११२ पहा]
चलन क्रमांक

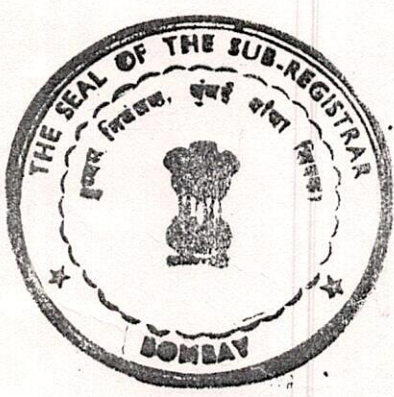
प्रधानशरीर्ष : ००३० मुद्रांक व नोंदणी फी

दिनांक १६.११.२००५

या ठिकाणी कोपगारात / उपकोपगारात भरण्यात आलेल्या पत्रा स्वामीचे चलन
भागीदार कोपगार / भारतीय रिझर्व बँकेमध्ये

भरणा करणाऱ्याचे भरणाऱ्याचे	विभागीय अधिकार्याचे किंवा कोपगाराचे भरणाऱ्याचे	कोपगाराचे / उपकोपगाराचे / भारतीय रिझर्व बँकेचे / भारतीय रिझर्व बँकेचे / भांडार १२० बँकेचे चलन
ने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव आणि पत्ता Arman ali Haji & Idris. 9/907, Tehseen er. 3 rd Sankli Street. Sullia Mumbai 400 008.	लेख्यांचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग	रक्कम मिळाली. रुपये (आकड्यात) रुपये (अक्षरी)
यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि याचा उद्देश. नोंदणी फी R.F	प्रधानशरीर्ष : ००३० मुद्रांक व नोंदणी फी उपप्रधानशरीर्ष : ०३ नोंदणी फी गौणशरीर्ष : १०४ दस्तऐवजाच्या नोंदणीसाठी फी सर्वसाधारण वसुली	कोपगाराला: लेखापाल कोपगारद्वारा
ली रक्कम रुपये 19,300/- रुपये 19,300/- een thousand three hundred only. गाराची स्वाक्षरी 30/10/05	संगणक संकेतांक 0 0 3 0 0 1 5 2 0 0 बरोबर आहे, पैसे स्वीकारावे व पावती घ्यावी. दिनांक: 16/11/05	भारतीय रिझर्व बँक फोर्ट, मुंबई-400 001 चालान क्र. 021 30 NOV 2005 मन्नास हाज्ज ह.भा. रुपये 19300 माधिकृत हस्ताक्षरकर्ता

* येथे कोपगारात / बँकेत रक्कम भरणा करण्याबाबत-आदेश दिव्याच्या अधिकाऱ्यांचा स्वरी शिक्का ठरवावा.
मुंबई शहर क्र. ३



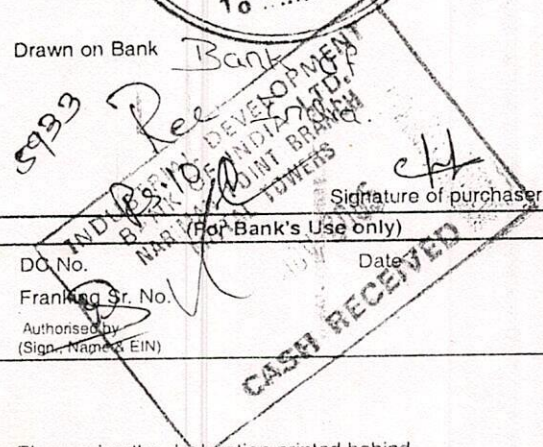
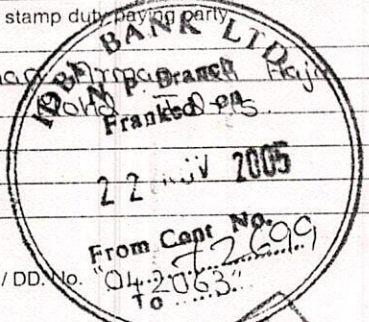
पत्र-१
११११० ९
२००५



११११०
२००५

77A 80 27 05

Customer		Date <u>22/11/05</u>	
Deposit Br.		14966	
Pay to : Acct. No. 9937200010056-idbi bank A/C stamp duty			
Type of Document			
Type of Stamp	Special Adhesive		
Franking Value	Rs.	80,350/-	
Service Charges	Rs.	10/-	
Total	Rs.	80,360/-	
Name of stamp duty paying party			
Khadim Bank Ltd. Branch Hojai			
Franked Rs.			
22 Nov 2005			
From Cont. No. 72699			
Cheque/DD. No. 042063 To 063			
Drawn on Bank Bank			
Signature of purchaser			
(For Bank's Use only)			
DC No.	Date		
Franking Sr. No.			
Authorised by (Sign, Name & EIN)			
Please sign the declaration printed behind			



For Industrial Development Bank of India Ltd.

Authorized Signatory

Rs 22⁰⁰/₁₀₀

day of November in the Christian Year Two Thousand Five
 BETWEEN M/S. MILLENNIUM ENTERPRISES, a firm registered
 under the Indian Partnership Act, carrying on business from
 32, Gool Villa, Motlibai Street, 400 008, hereinafter referred
 to as "THE DEVELOPERS" (which expression shall unless it be
 repugnant to be context or meaning thereof be deemed to
 mean and include the partners for the time being and from
 time to time constituting the said firm, the survivor or survivors
 of them and the heirs, executors and administrators of
 such last survivor) of the ONE PART; AND SHRI/SMT/
 MESSRS Arman Ali Hoji

Industrial Development Bank of India Ltd. Marital Court 'A' Wing, 2nd Floor, Nariman Point, Mumbai-400021.
 D-5/STP/W/C.R. 1007/03/05/1029-1032


SHRI 72699
 184508
 SPECIAL ADHESIVE
 NOV 22 2005
 11:27
 R.00803501-PB5280



79920 2

Mumbai, Indian Inhabitant, having his/her/their address at
9/907, Jehsaan Tower, 3rd Samel
Street, Byculla, Mumbai - 4

TS-4

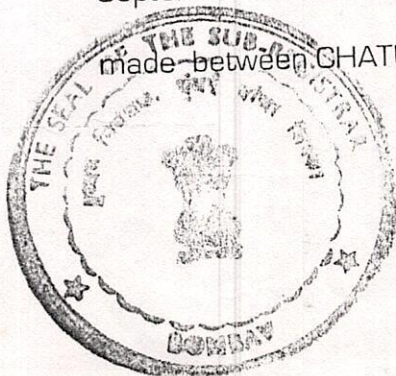


hereinafter referred to as "THE FLAT HOLDER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the OTHER PART :

99920	3
-------	---

WHEREAS :

(i) By an Indenture of Lease bearing date the tenth day of September One Thousand Nine Hundred and Fifteen and made between CHATURBHUIJ GORDHANDAS of the One

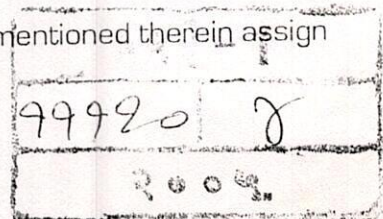
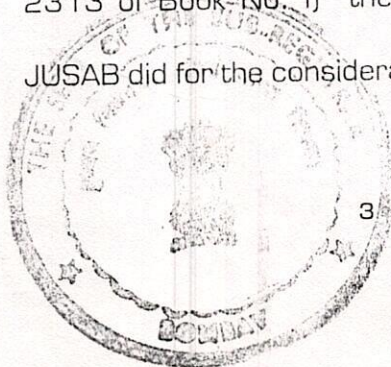


Part and HAJI FATEHMAHOMED JUSAB of the Other Part (and registered in the Office of the Sub-Registrar of Assurance at Mumbai under No. 230 A at pages 133 to 153, Volume 2278 of Book No. I) the said CHATURBHUU GORDHANDAS did demise unto the said HAJI FATEHMAHOMED JUSAB his heirs, executors, administrators and assigns all that piece or parcel of land at Sankli Street admeasuring about twenty six thousand four hundred and sixty two square yards (of which the land particularly described in the Schedule thereunder written forms a part) for a term of Ninety-nine years from the tenth day of September One Thousand Nine Hundred and Fifteen renewable in perpetuity as therein provided at the monthly rent thereby reserved;

(ii) By an Indenture of Assignment bearing date the Twenty Second day of December One Thousand Nine Hundred and Fifteen and made between the said HAJI FATEHMAHOMED JUSAB of the One Part and the NEVATIA FLOUR MILLS LIMITED of the Other Part (and registered in the office of the Sub-Registrar of Assurances at Bombay under No. 1255A at pages 3 to 10 of Volume 2313 of Book No. I) the said HAJI FATEHMAHOMED JUSAB did for the consideration mentioned therein assign

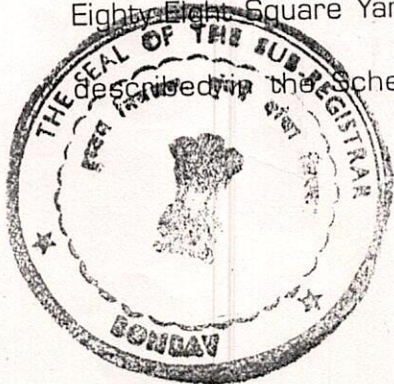
15-3-11

A

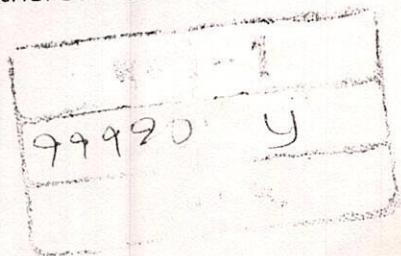


unto the said NEVATIA FLOUR MILLS LIMITED the said larger piece of land for the residue of the said term of Ninety-nine years renewable in perpetuity at the monthly rent thereby reserved and subject to the covenants and conditions contained in the said Indenture of Lease bearing date the tenth day of September One Thousand Nine Hundred and Fifteen;

(iii) By an Indenture of Sub-Lease bearing date the fourth day of October One Thousand Nine Hundred and Sixteen and made between the said NEVATIA FLOUR MILLS LIMITED of the One Part and BYRAMJI PALLONJI ELAVIA of the Other Part (and registered in the Office of the Sub-Registrar of Assurances at Bombay under No. 243 at pages 222 to 237 of Volume 2346 of Book No. 1) the said NEVATIA FLOUR MILLS LIMITED did sub demise unto the said BYRAMJI PALLONJI ELAVIA his heirs, executors administrators and assigns the eastern portion of the said larger piece of land demised by the hereinbefore recited Indenture of Lease bearing date the tenth day of September One Thousand Nine Hundred and Fifteen admeasuring about twelve thousand One Hundred and Eighty Eight Square Yards (of which portion of the land described in the schedule thereto as well as in the



4

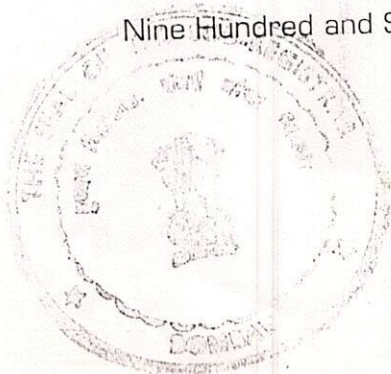


Schedule hereunder written forms a part) for the term of
Ninety- Eight years from the first of May One Thousand
Nine Hundred and Sixteen renewable in perpetuity at the
rent thereby reserved and subject to the covenants and
conditions therein contained and on the part of the said
Sub-Lessee to be observed and performed;

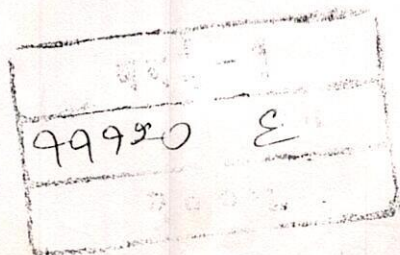
(iv) By an Indenture of Sub-Lease bearing date the seventh
day of February One Thousand Nine Hundred and
Seventeen and made between the said BYRAMJI
PALLONJI ELEVIA of the One Part and GULAM HUSEIN
BAKHSABHAI of the Other Part (and registered in the
Office of the Sub Registrar of Assurances of Bombay
under No. 1769 at pages 127 to 143 of Volume 2397
of Book No. 1) the said BYRAMJI PALLONJI ELEVIA did
sub demise unto the said GULAM HUSEIN BAKHSABHAI
his heirs, executors, administrators and assigns all that
piece of land more particularly described in the Schedule
thereto as well as in the Schedule thereunder written
which corresponds with the property more particularly
described in the Schedule hereunder written and known
as Plot No. 7 for the term of Ninety-nine years
commencing from the first day of October One Thousand
Nine Hundred and Sixteen renewable in perpetuity at the

T.S. 73

★



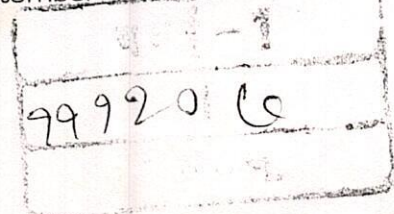
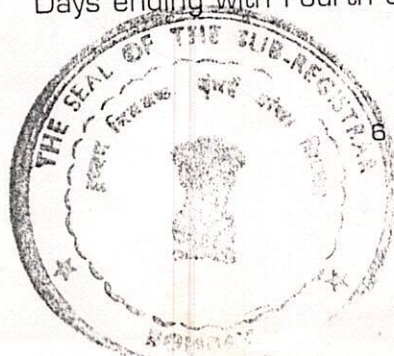
5



monthly rent thereby reserved and under and subject to the covenants and conditions therein contained and on the part of the sub lessee therein mentioned to be observed and performed;

- (v) By a Deed of Covenant bearing date the second day of October One Thousand Nine Hundred and Nineteen and made between the said CHATURBHUIJ GORDHANDAS of the First Part and JEHANGIR RUSTOMJI PATEL of the Second Part and the said GULAM HUSEIN BAKHSHABHAI of the Third Part (and registered in the Office of the Sub Registrar of Assurances at Mumbai under Serial No. 4511 on the Second day of October One Thousand Nine Hundred and Nineteen) it was interalia agreed and declared by and between the parties thereto that the indentures of Sub-Lease should be read as if the respective terms granted thereby had been Ninety Eight Years Four Months and Five Days ending with Fifth September Two Thousand and Fourteen Ninety Eight Years Nine Months and Six days ending with Sixth September Two Thousand and Fourteen, Ninety Eight Years, Four Months and Five Days ending with Fifth September Two Thousand and Fourteen and Ninety Seven Years Eleven Months and Four Days ending with Fourth September Two Thousand and

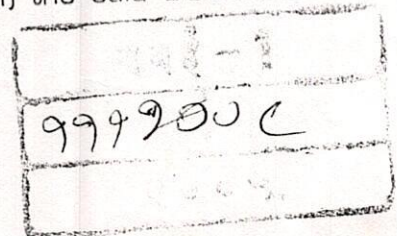
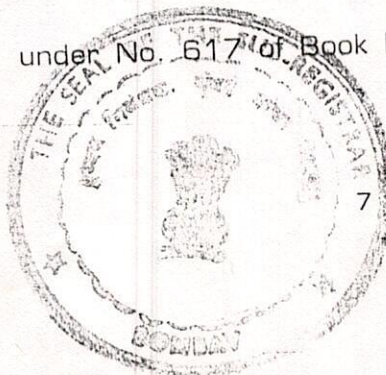
15-11
A



Fourteen respectively and that the respective sub demises made thereby should take effect and operate to the same extent as if the same had been thereby made for the aforesaid respective terms;

(vi) Pursuant to the covenant in that behalf contained in the said Indenture of Sub-Lease bearing date the Seventh day of February One Thousand Nine Hundred and Seventeen the said GULAM HUSEIN BAKHSHABHAI did erect a building now known as "FAROOQUE MANSION" on the said piece of land thereby sub demised to him;

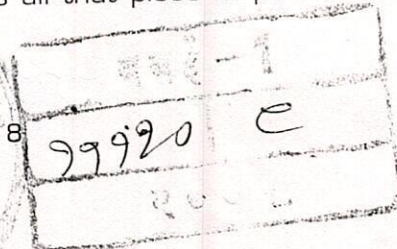
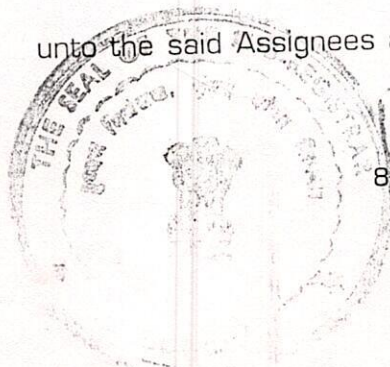
(vii) After diverse mesne assignments and acts in the law and events and ultimately by an Indenture of Assignment bearing date the Fifth day of January One Thousand Nine Hundred and Twenty Eight and expressed to be made between DOSSABHOY RUSTOMJI UMRIGAR of the First Part H.C.M. Mitchell of the Second Part the said GULAM HUSEIN BAKHSHABHAI of the Third Part and the RUSTOMJI DOSSABHOY UMRIGAR of the Fourth Part (and registered in the Office of the Sub-Registrar of Assurances at Mumbai on the Seventeenth day of February One Thousand Nine Hundred and Twenty Eight under No. 617 of Book No. 1) the said DOSSABHOY



RUSTOMJI UMRIGAR did for the consideration therein mentioned assign and the said GULAM HUSEIN BAKHSHABHAI and H.C.B. Mitchell did thereby confirm and assign unto the said RUSTOMJI DOSSABHOY UMRIGAR all that the said piece or parcel of land hereditaments and premises situate at Sankli Street by the hereinbefore recited Indenture of Sub-Lease bearing date the Seventh day of February One Thousand Nine Hundred and Seventeen expressed to be sub demised and more particularly described in the Schedule thereto as well as in the Schedule hereunder written together with the benefit of the covenant for renewal of the said term in perpetuity as provided in the said Indenture of Sub-Lease bearing date the seventh day of February One Thousand Nine Hundred and Seventeen;

(viii) By Indenture dated 5th day of February 1930, made Between RUSTOMJI DOSSABHOY UMRIGAR as the Assignor therein and SHAIKH MEHARBAKHSH HAJI KADERBAKHSH and two Others being the then Mutavallis under the Indenture of Wakf dated 19th January 1926, therein referred to as the Assignee, he the said RUSTOMJI DOSSABHOY UMRIGAR did thereby assign and transfer unto the said Assignees all that piece of parcel of land

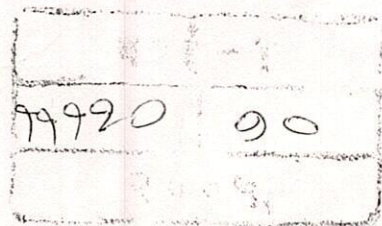
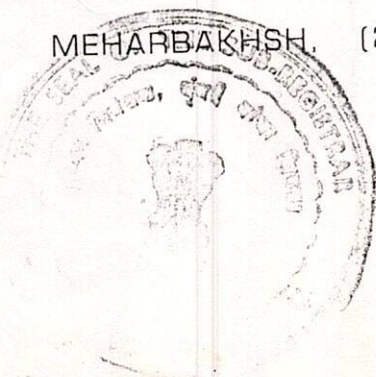
15-11



more particularly described in the Schedule thereunder written which corresponds with the property described in the Schedule hereunder written for the residue of the then and unexpired term granted under the Indenture of Sub-lease dated 7th February 1917 and varied by a Deed of Covenant dated 2nd October 1919 and rent reserved under the said Indenture and subject to the covenant and conditions therein contained in pursuance of consent in writing dated 31st January 1930 granted by the said JAMNADAS MEGHJI and PURSHOTTAM MEGHJI the present Trustees of the Last Will and Testament of the said MEGHJI VALLABHDAS;

(ix) By an Indenture dated 20th September, 1982 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 2727 of 1982, (1) ABDUL HAQUE SHAIKH MEHARBAKHSH and (2) ABDUL AZIZ SHAIKH MEHARBAKHSH as the "CONTINUING MUTAVALLIS" under the Indenture of Wakf dated 19th January 1926 did thereby appoint AMJAD AZIZ MEHARBAKHSH as a Mutavalli jointly with the Continuing Mutavallis;

(x) In the premises, the said (1) ABDUL HAQUE SHAIKH MEHARBAKHSH, (2) ABDUL AZIZ SHAIKH

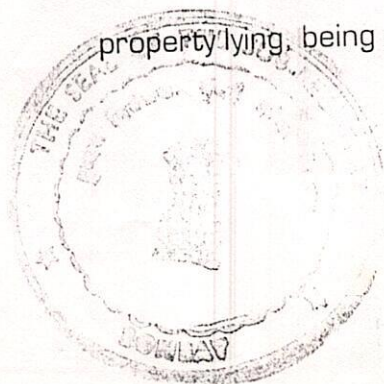


MEHARBAKSH AND (3) AMJAD AZIZ MEHARBAKSH as the Mutavallis under the Wakf dated 19th January, 1926 hereinafter referred to as the Owners herein have become seized and possessed of or otherwise well and sufficiently entitled to the said property described in the Schedule hereunder written;

(xi) By virtue of a Development cum Sale Agreement dated 8th January, 2003 and made between (1) ABDUL HAQUE SHAIKH MEHARBAKSH, (2) ABDUL AZIZ MEHARBAKSH, and (3) AMJAD AZIZ MEHARBAKSH as the present Mutawallis of the Indenture of Wakf dated 19th January, 1926 as the Owners therein and the Developers herein as the Developers they the said Owners did thereby grant, development-cum-sale rights to the Developers therein being the Developers herein in respect of their said property lying, being and situate at Sankli Street, Mumbai 400 008 bearing Cadastral Survey No. 1771 of Byculla Division and more particularly described in the Schedule thereunder written which corresponds with the First Schedule hereunder written. In the premises aforesaid, the Developers herein have become seized and possessed of or otherwise well and sufficiently entitled to the said property lying, being and situate at Sankli Street, Byculla,

15-11

*



99920 99
10

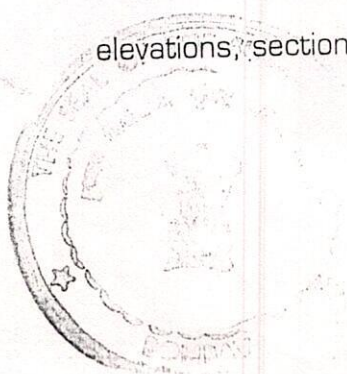
Mumbai 400 008 and more particularly described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as "the said property";

(xii) The Developers have proposed to construct on the said property multistoreyed building/s and accordingly have submitted the layout plans and Building Plans to the Municipal Corporation of Greater Mumbai for sanction for development by construction of building/s in the said property described in the First Schedule hereunder written;

(xiii) The Developers have appointed an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developers accept the professional supervision of the Architect and the Structural Engineer so appointed in respect of the building/s to be constructed on the said property;

(xiv) Pursuant to the said Application by the Developers for development of the said property described in the First Schedule hereunder written, the Municipal Corporation of Greater Mumbai has approved the plans, specifications, elevations, sections and details of the said building to be

13-11



11

99920 92

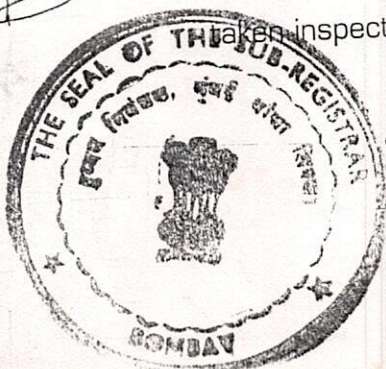
property in terms of the said sanctioned plans;

(xv) The Developers pursuant to the I.O.D. and Commencement Certificate issued by the Municipal Corporation of Greater Mumbai have commenced construction of a building on the said property to be known as "TEHSEEN TOWER" in accordance with the said sanctioned plans and building permissions;

(xvi) The Flat Holder has applied to the Developers for allotment to the Flat Holder of a Flat with/without Parking Space in the Building known as "TEHSEEN TOWER" to be constructed on the said property described in the First Schedule hereunder written;

(xvii) Accordingly, the Developers herein have allotted to the Flat Holder, a Flat bearing No. 907 on the 9th floor of the building to be known as "TEHSEEN TOWER" with Parking Space No. in the said property described in the First Schedule hereunder written;

(xviii) The Flat Holder has taken inspection of the Agreement in favour of the Developers, the Intimation of Disapproval and Commencement Certificates issued by the Municipal Corporation of Greater Mumbai and in token thereof having taken inspection, has executed the present Agreement;

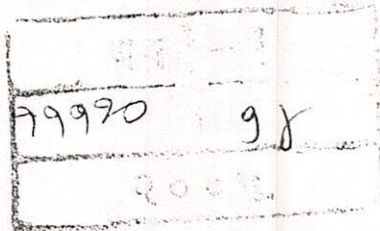
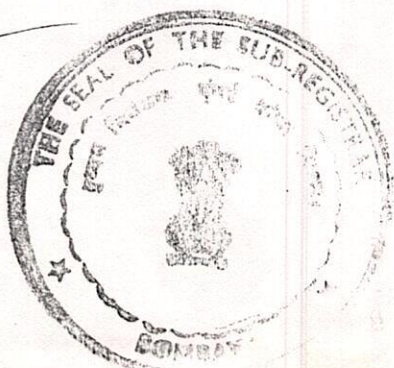


99920 12 99920 93

(xix) A copy of the Certificate of title issued by Shri N. N. KONKAR, Advocate, in respect of the property described in the First Schedule hereunder written is annexed hereto and marked Annexure "A". The Flat Holder further confirms that the copy of the Title Certificate annexed hereto is the True Copy of the Original Certificate inspected by the Flat Holder. The Flat Holder accepts the said Title Certificate and agrees not to raise any further or other requisitions or objections to the title of the said Developers to the said property. A copy of the Property Register Card in respect of the said property described in the First Schedule hereunder written showing the names of the Mutavalis of the Indenture of Wakf dated 19th January, 1926 as the holders of the said property is annexed as Annexure "B" hereto;

(xx) The Flat Holder in view of the said allotment has requested the Developers herein to enter into this Agreement agreeing to sell to the Flat Holder the said Flat No. 907 on the 9th floor, of the building known as "TEHSEEN TOWER" with Parking Space No. at the price and on the terms and conditions hereinafter contained;

13-34
★



(xxi) Prior to the execution of these presents the Flat Holder

has paid to the Developers herein, a sum of Rs. 1,00,000/- T.S.J.J

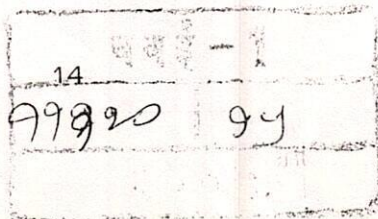
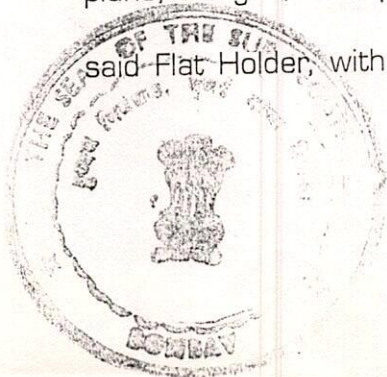
(Rupees One lac only)

as an advance money or an Earnest Money or deposit (the payment and receipt whereof the Developers doth hereby admit and acknowledge) towards the sale price of the Flat agreed to be sold to the Flat Holder and the Flat Holder has agreed to pay to the Developers balance of the Sale price in the manner hereinafter appearing;

(xxii) Under Section 4 of the Maharashtra Ownership Flat Act, 1963, the Developers are required to execute a Written Agreement for sale of the said Flat to the Flat Purchasers, being in fact these presents and also to register the said Agreement under the Registration Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

T.S.J.J
}
1. The Developers shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building as per the said plans, designs, and specifications seen and approved by the said Flat Holder, with such variations and modifications as



1

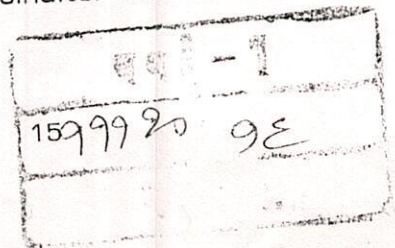
the Developers may consider necessary or may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be acquired by the Flat Holder from the Developers) is not altered, the Developers shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Flat Holder hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans.

2. The Flat Holder hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Flat Holder, one Flat bearing Flat No. 907 on the Ninth Floor of carpet area admeasuring 34.04 sq. mtrs., as per Municipal approved plans as shown in the plan thereof, copy whereof together with the Commencement Certificate issued by Municipal Corporation of Greater Mumbai is hereto annexed and marked as Annexure "C" with open/stilt parking space No. _____ of the said Building

FS

JS JS

"TEHSEEN TOWER" (hereinafter referred to as "the said



premises") for the aggregate price of Rs. 700,000/-

(Rupees Seven Lacs only)

including Rs. 10,000/- (Rupees Ten Thousand Only) being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Second Schedule hereunder written.

3. The Flat Holder hereby agrees to pay to the Builder, the amount of the purchase price of Rs. 700,000/-

(Rupees Seven Lacs only)

in the following manner :

(a) By paying Rs. _____/- (Rupees _____ only)

as Earnest Money or Deposit on or before the execution of this Agreement;

(b)(i) Rs. _____/- (Rupees _____ only)

within 7 days from the date of intimation about the completion of the plinth of the said Building being constructed;

(ii)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation about the completion
of the First slab of the said Building being cast;

(iii)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation about the completion
of the Second slab of the said Building being cast;

(iv)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation about the completion
of the Third slab of the said Building being cast;

(v)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of Fourth slab of the said Building
being cast;

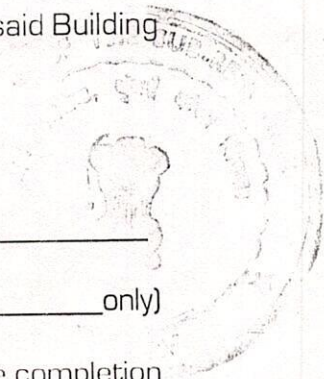
(vi)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation about the completion
of the Fifth slab of the said Building being cast;

13-11

*

199920 9C



(vii)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation ix about the
completion of the Sixth slab of the said Building being cast;

(viii)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation about the completion
of the Seventh slab of the said Building being cast;

(ix)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation about the completion
of the Eighth slab of the said Building being cast;

(x)Rs. _____/- (Rupees _____
_____ only)

7 days from the date of intimation about the completion of
the Ninth slab of the said Building being cast;

(xi)Rs. _____/- (Rupees _____
_____ only)

within 7 days from the date of intimation about the completion
of the Tenth slab of the said Building being cast;

99920 9e

TS-33