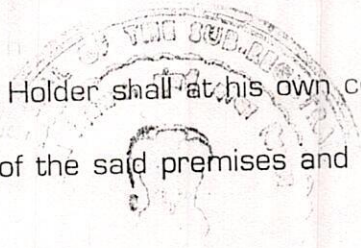


nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof nor any alteration in the elevation and outside colour Scheme of the said premises and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repairs and condition and in particular so as to support, shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Developers and/or the Society. Any breach of these conditions shall cause this Agreement to ipso facto come to an end and the earnest monies and all the other amounts paid by the Developers to the Developers shall stand forfeited. The Developers shall be entitled to recover further amounts from the Flat Holder to compensate for the damage so caused and the Flat Holder hereby consents to the same. The decision of the Developers in this regard shall be final and binding upon the Flat Holder who shall not dispute the same.

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29. The Flat Holder shall at his own costs carry out all internal repairs of the said premises and maintain it in the



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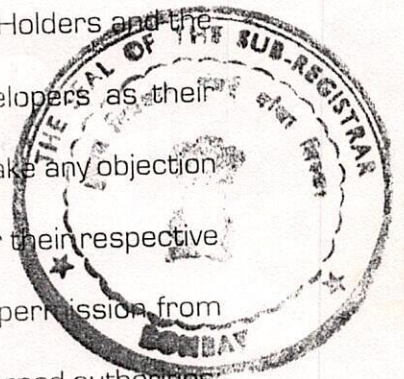
same condition, state and order in which it was delivered to the Flat Holder and shall not do or suffer to be done anything in or to the said premises which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Flat Holder shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.

30. The Flat 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 building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Flat Holder shall not decorate the exterior of his/her/its/their flat/parking space otherwise than in the manner agreed to with the Developers or in the manner as far as may be in which the same was previously decorated.

31. The Flat Holder shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.

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32(a) Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Flat Holder shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Developers. It is agreed that the Flat Holder will have no objection if the Developers decide to sell any portion under the stilt to the persons not being the Purchasers of the premises in the said building. The Flat Holders and the Proposed Society shall admit the said Developers as their nominal members. The Flat Holders will not take any objection if the Prospective Developers enclose or cover their respective portion under the stilt subject to necessary permission from Bombay Municipal Corporation or other concerned authorities,



(b) The Developers shall be entitled to further amalgamate the property described in the First Schedule hereunder written with any other adjoining properties if they so desire and arrive at a further comprehensive redevelopment scheme reserving suitable rights of access to and from any other adjoining properties as may be acquired by the Developers;

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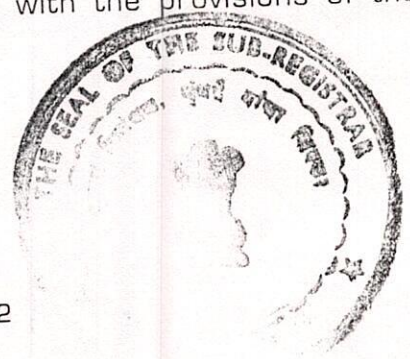
(c) Nothing contained in these presents shall be construed to confer upon the Flat Holder any right, title or interest of any kind whatsoever into or over the said buildings or land or any part thereof and such conferment shall take place only on the execution of the Deed of Lease /Conveyance hereinafter mentioned in favour of the co-operative Society of the Purchaser/Flat Holder/s of different flats/garages/ parking spaces in the building as hereinafter stated;

33. The Flat Holder agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written consent of the Developers.

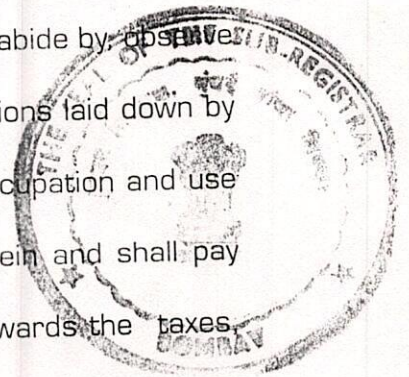
34. The Flat Holder and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developers and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Developers and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.

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35. The Flat Holder and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. The Flat Holder and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.



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36(a) The Flat Holder hereby agrees and undertakes to become and be a member of the Co-operative Society or

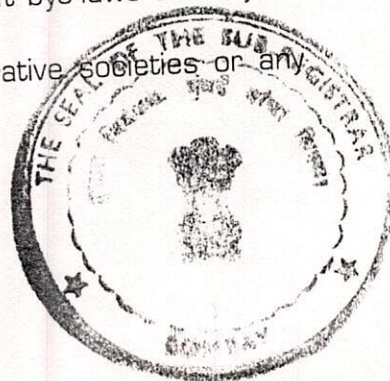
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Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Developers to the Flat Holder and no objection shall be taken by the Flat Holder, if any changes or alterations or amendments or modification are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Developers. The Flat Holder shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Developers and/or the other Flat Holder of the said other premises in the said Building or in the said compound;

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(b) No objection shall be taken by the Flat Holder, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;

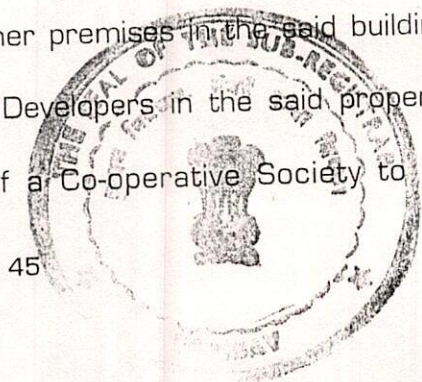
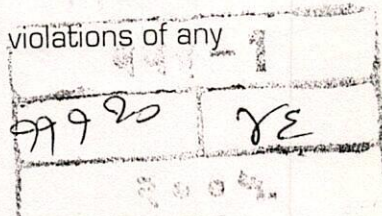
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(c) That the Society shall always be known as "TEHSEEN TOWER" CO-OPERATIVE HOUSING SOCIETY" if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Developers and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Developers;

37. The Flat Holder hereby covenants that from the date of possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

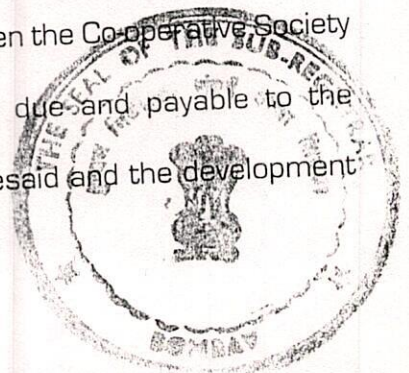
38. The Flat Holder along with the other Flat Holders who take or have taken the other premises in the said building being constructed by the Developers in the said property shall become member of a Co-operative Society to be



incorporated or formed by the Developers as the case may be and on the Deed of Lease or Conveyance or such other Assurance being executed, the rights of the said Flat Holder will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement.

39. On the completion of the said building and other structure and the entire development of the property described in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Developers of the full payment of all the amounts due to them by all the Flat Holders of the said premises in the said Building and other structures (if permitted) the Flat Holders shall co-operate with the Developers in forming and registering a Co-operative Housing Society, the rights of members of such Co-operative Society being subject to the rights of the Developers under this Agreement and the Deed of Lease or Conveyance or such other Assurance as may be decided by the Developers to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Developers are paid in full as aforesaid and the development

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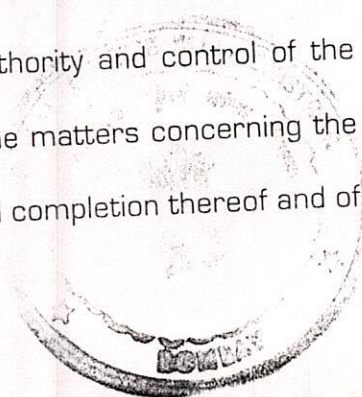
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of the entire property is completed in all respects, the Developers shall obtain from the Owners and shall also themselves execute a Deed of Lease or Conveyance and other necessary assurances of the said building "TEHSEEN TOWER with land appurtenant thereto and forming a part of the said entire property described in the First Schedule hereunder written in favour of the Co-operative Society it being agreed that such Deed of Lease or Conveyance and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Developers shall alone decide whether to grant a Conveyance of the building with the land appurtenant thereto and forming part of the property described in the First Schedule hereunder written and/or to grant a Lease in perpetuity or such other Assurance in respect of the same.

40. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Developers of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Flat Holder and the Flat Holders of the premises shall be subject to the overall authority and control of the Developers in respect of any of the matters concerning the said building, the construction and completion thereof and of

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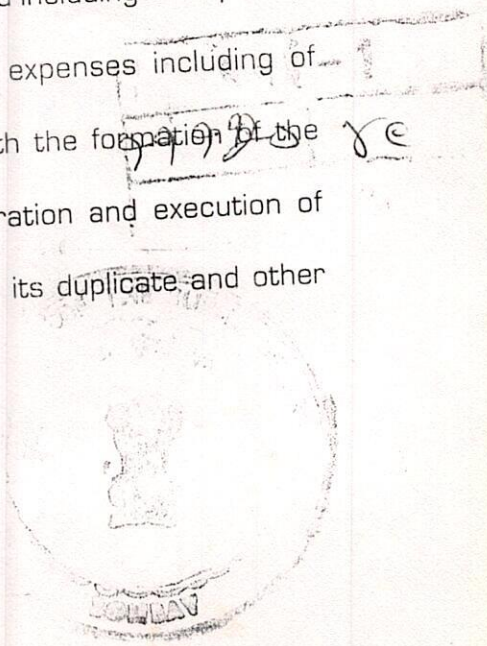


all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Developers of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Developers as members. The Society shall also not be entitled to seek any contribution from the Developers towards maintenance charges in respect of the unsold Flat and premises in the event of the Developers handing over management of the Building to the Society prior to sale of all the premises.

41. The Advocates and Solicitors of the Developers shall prepare and/or approve the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Lease/Conveyance and its duplicate and other

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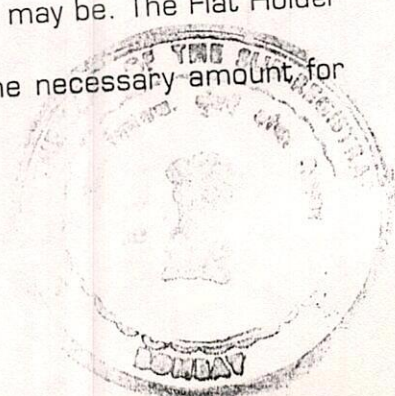
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assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other premises in the said building on the said property in proportion to the area of their respective premises and/or by such Co-operative Society comprising of the Flat Holder as the members thereof.

42(a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Flat Holder alone and this Agreement shall be lodged for Registration by the Flat Holder within the time prescribed under law and the Developers will attend the Sub-Registry Office and admit the execution thereof after the Flat Holder informs them the date and Serial Number under which it is lodged for registration. If the Flat Holder/s fail/s to lodge this Agreement for Registration within the time prescribed by law, the Developers shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever. The Flat Holder shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Indenture of Conveyance and/or Deed of Lease as the case may be. The Flat Holder will deposit with the Developers the necessary amount for

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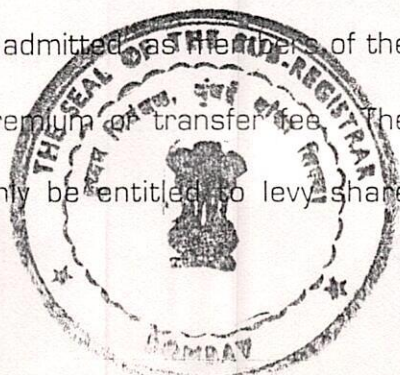
the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;

(b) The Flat Holder hereby agrees to pay on demand the Flat Holder's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document or instrument of transfer in respect of the said land and buildings to be executed in favour of the Society.

43. In the event of the Society of Flat Holder being formed and registered before the Sale and disposal of by the Developers of all the flats, garages, parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Developers in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be

disposed off. It is further agreed that the Developers of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share

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subscription amounts and membership application fee.

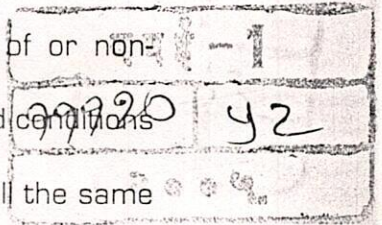
44. All letters, receipts and/or notices issued by the Developers despatched under Certificate of Posting to the address known to them of the Flat Holder/s shall be sufficient proof of the receipt of the same by the Flat Holder/s and shall completely and effectually discharge the Developers.

45. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or any modification, amendments or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.

46. Any delay tolerated or indulgence shown by the Developers in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Flat Holder by the Developers shall not be construed as waiver

on the part of the Developers of any breach of or non-observance or compliance of any of the terms and conditions

of this Agreement by the Flat Holder/s nor shall the same in any manner prejudice the rights of the Developers.



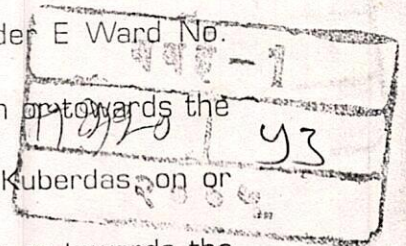
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47. All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the purchaser/s/Flat Holder/s alone.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece or parcel of Foras Land or ground situate at Sankli Street without the Fort of Bombay in the Registration Sub District of Bombay containing by admeasurement 531 5/9 square yards or thereabouts and forming part of a larger piece of land which is registered in the Books of the Collector of Land Revenue under Old Nos. 20-95-96-49-172-281 and 191 New Nos. 13531, 13602, 0/13710, 13552 - 13688 and 13803 Old Survey Nos. 283, 284, 294 and 295 and New Survey Nos. 1-2-3/3549, 13/3587 3E and 4E/3550 and part of 3589 and Cadastral Survey No. 1771 of Byculla Division together with the dwelling house and all buildings and structures standing thereon assessed by the Bombay Municipality under E Ward No. 3717(4) Street No. 104C and bounded on or towards the East by Plot No. 16 belonging to Govindji Kuberdas on or towards the West by the private road, on or towards the North by Plot No. 6 belonging to Murlidhar Premsookh and on or towards the South by Plot No. 8 belonging to Esufalli Mahomedalli and which premises are known as Plot No. 7.



THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

The nature, extent and description of the "Common areas and facilities" and of the "Limited Common Areas and Facilities" shall be as under :

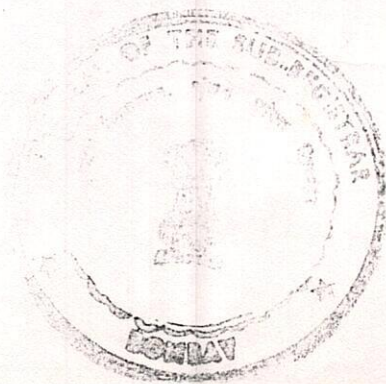
(a) Common Areas and Facilities :

(i) Entrance lobby and foyer of the Building to the Developers of Flats.

(ii) The land appurtenant to the built-up area of the building but excluding the car parking space allotted /to be allotted to the respective Flat Holder and garages, if permitted and constructed;

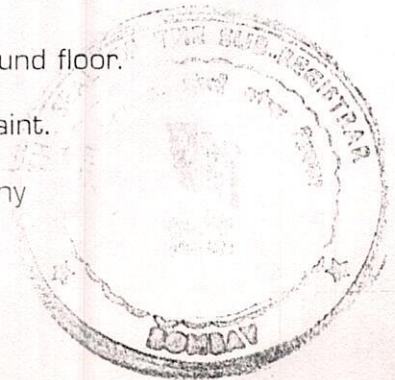
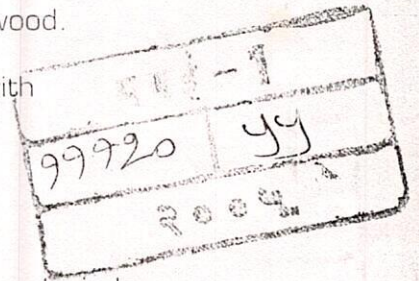
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THE THIRD SCHEDULE ABOVE REFERRED TO :  
THE LIST OF AMENITIES TO BE PROVIDED IN THE  
BUILDING:

1. R.C.C. framed structures.
2. Ceramic flooring in all rooms.
3. Ceramic flooring in Bathroom, Glazed Tiles dado upto door height in W.C. and Bath.
4. Raised kitchen platform of size 7'.0" x 2'0" with granite stone up with 2' height glazed tiles in dado.
5. Concealed Electric with copper wiring and T.V. Telephone prints.
6. Concealed plumbing with hot and cold arrangements, instant Geyser, and Wash Basin in Toilet.
- 7(a) Commercial Flush doors with brass fittings in bed room and door frame will be of teak wood.
- (b) Main door will be flush of our type with sunmica on front side.
- (c) Toilet doors will be of syntex type.
8. Sliding aluminium windows and lowered windows in W.C./Bath.
9. Beautiful entrance lobby on ground floor.
10. External tax paint / Cement Paint.
11. Elevators from reputed company





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

SIGNED AND DELIVERED )

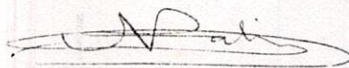
by the withinnamed "DEVELOPERS" )

For **MILLENNIUM ENTERPRISES**

M/S. MILLENNIUM ENTERPRISES )

in the presence of M.D. NASEEM Ansari

TSJ  
Partner



SIGNED AND DELIVERED )

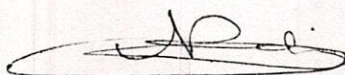
by the withinnamed FLAT HOLDER )

SHRI/SMT./MS. KHAN ARMAN ALI )

Haji Mohd IDRIS )

in the presence of M.D. NASEEM Ansari

Ansari



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ANNEXURE "A"

*Narendra N. Konkar*  
BA, LL.B.  
ADVOCATE & NOTARY

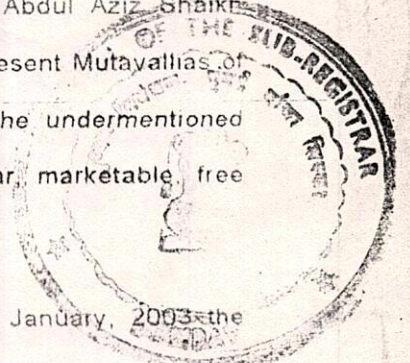
TO WHOMSOEVER IT MAY CONCERN

Re : Property situate at Sankli Street,  
Mumbai, being Cadastral Survey  
No. 1771 of Byculla Division.  
Abdul Haque Shaikh  
Meharbakhsh & Owners. ... Owners.  
And  
Millenium Enterprises ... Developer.

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THIS IS TO CERTIFY that I have investigated title to the aforesaid property which is more particularly described below in the Schedule hereunder written and I DO CERTIFY that in my opinion the title of the Owners, (1) Abdul Haque Shaikh Meharbakhsh, (2) Abdul Aziz Shaikh Meharbakhsh and (3) Amjad Aziz Meharbakhsh, the present Mutavallias of the Indenture of Wakf dated 19<sup>th</sup> January, 1926 to the undermentioned property described in the Schedule hereunder is clear, marketable, free from encumbrances, charges and/or claim.

By an Agreement for Development dated 8<sup>th</sup> January, 2003 the Owners have granted Development-cum-Sale rights in respect of the property described in the Schedule hereunder to M/S MILLENIUM ENTERPRISES who are accordingly entitled to develop the property described in the Schedule below in accordance with the permissions received from the concerned authorities



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[Signature]

ANNEXURE "A"

THE SCHEDULE HEREINABOVE WRITTEN

ALL THAT piece or parcel of Foras land or ground situate at Sankli Street without the Fort of Mumbai in the Registration Sub-District of Bombay containing by admeasurement 531.5/9 sq yds or thereabouts and forming part of a larger piece of land which is registered in the Books of the Collector of Land Revenue under Old Nos.20-95-96-49-172-281 & 191 New Nos.13531, 13602, 0/13710, 13552 - 13688 & 13803 Old Survey Nos.283, 284, 294 & 295 and New Survey Nos.1-2-3/3549, 13/3587-3E & 4E/3550 and part of 3589 and Cadastral Survey No.1771 of Byculla Division together with the dwelling house and all buildings and structures standing thereon assessed by the Bombay Municipality under E Ward No.3717(4) Street No.104-C and bounded :

On or towards the East by Plot No.16 belonging to Govindji Kuberdas

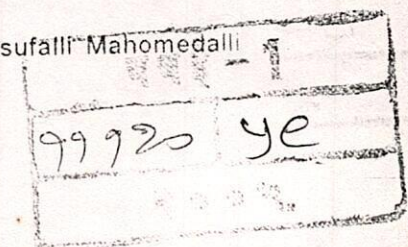
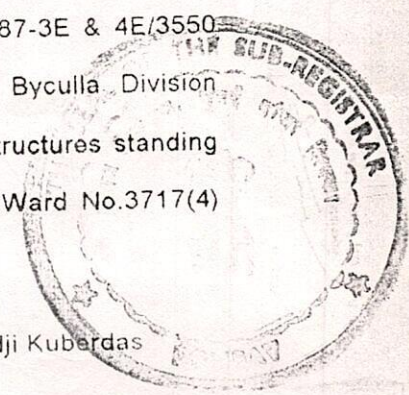
On or towards the West by the private road.

On or towards the North by Plot No.6 belonging to Murlidhar Preamsukh.

On or towards the South by Plot No.8 belonging to Esufalli Mahomedalli

and which premises are known as Plot No.7.

Dated this 30<sup>th</sup> day of November, 2004.



*N N Konkar*

N N KONKAR  
ADVISOR  
SUB-REGISTRAR  
BOMBAY-400003  
REGN-108

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