

Ref.: TR/GN/156/2K2

SURAJ
ESTATE
DEVELOPERS
PVT. LTD.

08 June 2002

**M/s National Stock Exchange
of India Ltd.**

Premises Department
Exchange Plaza, 4th Floor
Bandra (E)
Mumbai - 400 051.

Kind Attn: Mr. Bhupesh Mistry - Manager (Premises)

Dear Sir,

We enclose herewith 3 (three) original Deeds of Rectification bearing the following Registration Nos.

1. / BBE/2205/97 dated 19-06-97
2. / BBE/2206/97 dated 19-06-97
3. / BBE/2207/97 dated 19-06-97

Please acknowledge receipt.

Thanking you,

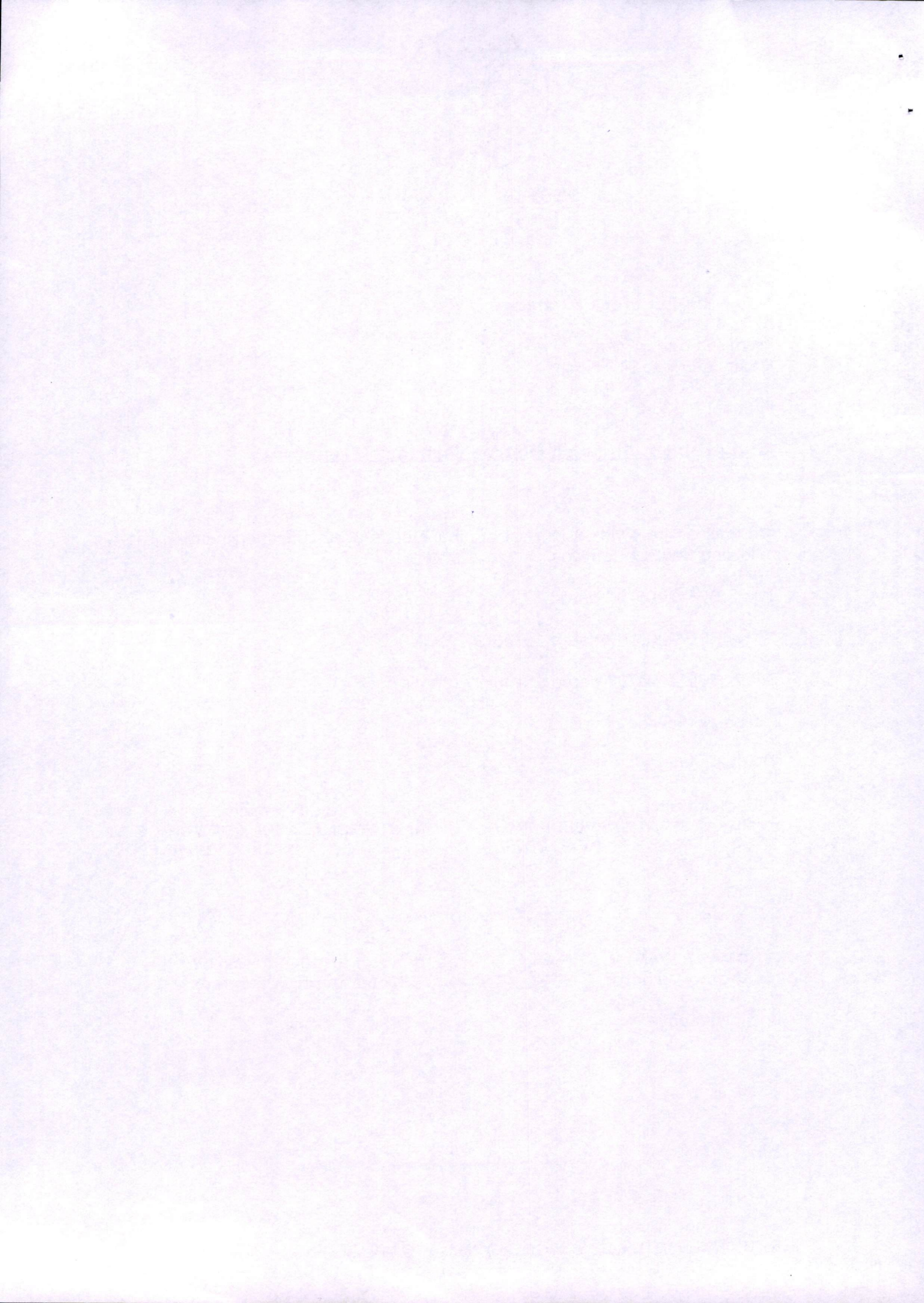
Yours faithfully,
for **SURAJ ESTATE DEVELOPERS**
PVT. LTD.

(THOMAS RAJAN)
Managing Director

Encl.: As above.

We say received.
for **NATIONAL STOCK EXCHANGE**
OF INDIA LIMITED

BHUPESH MISTRY
Manager (Premises)





बनवत श्रीधर माहगीर टे. ४३० २५ १९

प्रधान भुवन अक्षीकर मार्ग, दादर, मुंबई-२८

परवानाधारक मुद्रांक विज्ञप्ति नं. १०० दिनांक

क्रमांक... 143... श्री/श्रीमती... National

बांना न्यायेकेवर मुद्रांक पेपर विकला

परवाना धारक मुद्रांक विकेण

11.7 JUN 1997

Stock Exchange of India Ltd.

DEED OF RECTIFICATION

THIS DEED OF RECTIFICATION made at Mumbai this 19th day of June, 1997 BETWEEN M/S. SURAJ ESTATE DEVELOPERS PVT. LTD., a Company incorporated under the Companies Act 1956 (I) having its Registered Office at 901, Silver Cascade, Mount Mary Road, Bandra, Mumbai-400 050, hereinafter referred to as "SEDPL" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-in-title and assigns) of the One Part AND M/S. NATIONAL STOCK EXCHANGE OF INDIA LTD., a Public Limited Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Mahindra Towers, 'A' Wing, First Floor, RBC, Worli, Mumbai-400 018, hereinafter referred to as "NSEIL" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-in-title and permitted assigns) of the Other Part;

... 2 ...

WHEREAS:

I. Under Memorandum of Understanding dated 31st day of August, 1994, SEDPL agreed to sell to NSEIL an aggregate area of 16,000 sq. ft. super built-up area (approximately), on the terms, conditions and considerations mentioned therein.

II. The aggregate area was determined at 17,195.25 sq. ft. super built-up area to be sold to NSEIL on different floors including 7th Floor of the proposed Building to be constructed by SEDPL on the Property bearing F.P. No. 766 of TPS IV (Mahim Area), College Gully, Off. Gokhale Road (North), Dadar, Mumbai-400 028, hereinafter referred to as 'the said Property' for an aggregate consideration of Rs. 10,30,05,520/- (Ten Crores Thirty Lakhs Five Thousand Five Hundred Twenty only).

In furtherance of the said Memorandum of Understanding, by an Agreement of Sale dated 21st day of September, 1995 lodged in the Office of Sub-Registrar of Assurances at Mumbai under Serial No. BBE 3173 of 95 on 22.9.1995 made between SEDPL and NSEIL, SEDPL agreed to sell Flat No. 702 admeasuring about 1,177.05 sq. ft. super built-up area on the 7th Floor hereinafter referred to as 'the said Flat' of the Building under construction on the Property bearing F.P. No. 766 of TPS IV (Mahim Area), College Gully, Off. Gokhale Road (North), Dadar, Mumbai-400 028, particularly described in the Schedule hereunder written on the terms, conditions and considerations recorded therein hereinafter referred to as 'the Principal Agreement'.

IV. The Parties have also entered into several other Agreements for the Flats including the Agreement for Sale of Flat No.



... 3 ...
[Handwritten signature]

701 & 703 on the 7th Floor of the Building under construction on the said Property, which Agreements were lodged for registration in the Office of Sub-Registrar of Assurances at Mumbai.

V. On actual determination, the area of the said Flat comes to 887.05 sq. ft. super built-up area and not 1,177.05 sq. ft. super built-up area as erroneously mentioned in the said Principal Agreement, as the area of 290.00 sq. ft. super built-up area forms the portion (part) of Flat No. 701 and is included in Flat No. 701.

VI. The Parties have realised the discrepancy and mistake which needs to be rectified, which the Parties have agreed to rectify vide this Deed of Rectification.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

That the said Principal Agreement for Sale dated 21st day of September 1995 be read and construed as under -

"for the figure of 1,177.05 sq. ft. super built-up area, wherever the same is mentioned and occurs in the said Principal Agreement, the figure of 887.05 sq. ft. super built-up area is hereby substituted".

2. The Parties hereto confirm that the consideration payable under the said Principal Agreement dated 21.9.95 is altered, changed and reduced proportionately to the reduction of the area of the Flat.
3. The Parties hereto confirm that save and except as rectification carried out in the area and the consideration of the said Flat vide this Deed of Rectification in the manner

[Handwritten signature]

mentioned and referred to in the foregoing para 1 hereinabove, the said Principal Agreement for Sale dated 21st day of September 1995 remain unchanged in respect of all other terms and conditions and stipulations mentioned therein and the same are binding on the Parties hereto.

4. The Parties hereto confirm having executed a Deed of Rectification inter-alia rectifying the area of Flat No. 701 from 1,131.00 sq. ft. super built-up area to 1,421.00 sq. ft. super built-up area simultaneously to the execution of this Deed of Rectification.
F.P.No. 766, TPS IV Mahim Division, OS.No. 103 of Mahim Division.

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



SIGNED, SEALED AND DELIVERED)
by the withinnamed M/s. SURAJ)
ESTATE DEVELOPERS PVT. LTD.,)
in the presence of

For Suraj Estate Developers Pvt. Ltd.
(Thomas Rajan)
Chairman & Managing Director

1. K.V. Desai *[Signature]*
2. D.M. Panchal *[Signature]*

SIGNED, SEALED AND DELIVERED)
by the withinnamed M/s. NATIONAL)
STOCK EXCHANGE OF INDIA LTD.,)
in the presence of

For National Stock Exchange of India Ltd.
Koballic
Managing Director.

1. V.M. KADAM *[Signature]*
2. D. SATISH KUMAR *D. Satish Kumar*
S/o Atchuthe Ramiah
C/O NSE I.L. MUMBAI

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 श्रेयक. एकाचिंतन कौशल इत्यादि विषय तर्फे मीने समवेत

(संकेतित करण दिवाण)
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 एकाचिंतन कौशल इत्यादि



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 1) श्री ० विनाश कौशल नावडी व १२ संपदा एकाचि
 2) श्री ० अविनाश कौशल नावडी श्री अविनाश कौशल व १२ संपदा एकाचि

1) वाच वरतल वरतल
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 2) वाच वरतल कौशल

1) श्री
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 अविनाश कौशल



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 अविनाश कौशल
 मुख्य निबंधक, मुंबई
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 मपिलाचे सर्व अधिकार वगळता

~~2204~~ 2204 100

DATED THIS 19th DAY OF JUNE 1997

~~1/12/97~~

~~1/12/97~~

97

BETWEEN

Mahindra

M/S. SURAJ ESTATE DEVELOPERS PVT. LTD.

Rectification

DD-501-

0-MV

AND

20-00

M/S. NATIONAL STOCK EXCHANGE OF INDIA

30-00

LTD.

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100-00

DEED OF RECTIFICATION

See previous deeds Ref

2047

103 H/E/M

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