

(वि. नि. नमुना (Fin. R. Form No. 1)

सर्वसा. ११३ मई.
Gen 113 me.

मूल प्रत [अहस्तांतरणीय]
ORIGINAL COPY [NON TRANSFERABLE]



शसनाम केलेल्या प्रदानाची पावती PO-030804
RECEIPT FOR PAYMENT TO GOVERNMENT 28110

ठिकाण/Place BOMBAY दिनांक/Date 31/10/02

Received from M/s Balkrishna EXPORTS याच्या वतीन

रु./Rs. 100000/- (सय) Rupees फीचर लेटर्स याकरिता मिळाले.

on account of Sale of Stamp

व बई - १
रोखपल वा लेखापाल 289191 Cashier of Accountant
2003

(सही/Signature)
Proprietor

Sub-Registrar & Administrative Officer
Mumbai - 23.



Thursday, January 09, 2003
4:22:59 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 244
दिनांक 09/01/2003

गावाचे नाव गिरगाव
दस्तऐवजाचा अनुक्रमांक बबई - 00241 - 2003
दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मेसर्स श्री बालकृष्ण एक्सपोर्ट तर्फे भागिदार नरसिभाई मेघजीभाई पटेल
नोंदणी फी :- 20000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (42) :- 840.00
एकूण रु. 20840.00

आपणास हा दस्त अंदाजे 4:37PM ह्या वेळेस मिळेल

(सही)
दुखम निबंधक
मुंबई शहर 1 (फोर्ट)

बाजार मुल्य: 3534300 रु. मोबदला: 4000000 रु.
भरलेले मुद्रांक शुल्क: 400000 रु.

सह दुखम निबंधक
मुंबई रु. १.



व.सं. - १
289/21
2003

CPE Power Lakh only) MIS Bal Krishna Exports

For SHREE BALKRISHNA EXPORTS

THIS AGREEMENT FOR SALE made at Mumbai this 9th day of

January

Partner

in the Christian Year Two Thousand Three BETWEEN AMARYLLIS CONSTRUCTIONS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sarjan Plaza, 100, Dr. Annie Besant Road, Worli, Mumbai 400 018, hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors

For SHREE BALKRISHNA EXPORTS

and assigns) of the One Part AND SHRI / SHRIMATI / KUMARI

Partner

having his/her/their address at _____

M/s. _____

_____ a company incorporated under the provisions of the Indian Companies Act, 1913/Companies Act, 1956 having its registered office at _____

For SHREE BALKRISHNA EXPORTS

Messrs. SHREE BALKRISHNA EXPORTS a registered partnership firm carrying on business at GA. Shrijee Dargshan, Tata Road No. 2 Opera house - mumbai 400006 hereinafter referred to as "the Unit Purchaser", (which expression

For SHREE BALKRISHNA EXPORTS

Partner

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Administrative Office of the Officer Mumbai MAH - CCRA / 0072

C. KADAM

Sub-Registrar & Administrative Officer Mumbai 23

INDIA SPECIAL REGISTERED ADMINISTRATIVE 0537 192682 OCT 31 2002 R. 0400000 PBT03





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shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns, in the case of a partnership firm, the partner or partners for the time being constituting the firm, the survivors or survivor of them and the heirs, executors and administrators of last such survivor and his/her/their permitted assigns and in the case of a company its successors and permitted assigns) of the Other Part:

WHEREAS :

A. By and under an Indenture of Assignment dated 28th December, 1993, registered with the Sub-Registrar of Assurances at Mumbai, under Serial Number BBE 232 of 1994 on 24th January, 1994 of Book Number I, The Bengal Properties Private Limited transferred and assigned to the Developer all that piece or parcel of leasehold land admeasuring 1,918.07 (one thousand nine hundred and eighteen decimal seven) square metres or thereabouts situate at Mama Parmanand Marg, Mumbai, more particularly described in the Schedule hereunder written and shown on the Plan thereof hereto annexed as Annexure "1" (hereinafter referred to as "the said property") for the unexpired residue of the term of 962 years and 4 months from 30th August 1945;

S.M.T.

For SHREE BALKRISHNA EXPORTS

N. M. Jate

Partner

B. The said property was assigned to the said The Bengal Properties Private Limited under an Indenture of Assignment dated 19th June, 1964 registered under Serial Number 1962 of Book Number I on 9th September 1965 with the Sub-Registrar of Assurances at Mumbai and made between one Sterling Investment Corporation Private Limited (therein called "the Assignors") of the One Part The Bengal Properties Private Limited (therein called "the Assignee") of the Other Part with the consent of the Municipal Commissioner of the Municipal Corporation of Greater Bombay;

C. Messrs Haridas & Co., Advocates & Solicitors, have certified the title of the Developer to the said property as marketable and have issued their Certificate of Title bearing number 1951 dated 26th October, 1998, a copy whereof is hereto annexed as Annexure - "2". Copy of the property register card in respect of the said property is annexed hereto as Annexure - "3";

D. The office of the Additional Collector and Competent Authority vide letter bearing number C/ULC/D-III/22/5249 dated 24th May, 1994 ("the ULC Order") granted permission to redevelop the said property under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976;

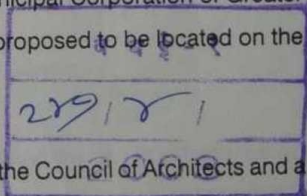
E. The Developer has thus become well and sufficiently entitled to develop the said property. The Developer is developing the said property by utilising the Floor Space Index ("FSI") available in respect of the said property and if permissible and feasible by acquiring transferable development rights ("TDR") in respect of any other property. The Developer may at its discretion amalgamate any adjoining plot/s with the said property or sub-divide the said property into smaller plot/s or amalgamate part of the said property with any other adjoining plot;

F. The Developer is constructing a building comprising of basement, ground and upper floors, named as "THE JEWELL" (hereinafter referred to as "the said building") on a portion of the said property in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM") under No. EB/4055/D/A. A cinema theatre is proposed to be located on the fifth floor of the said building;

G. The Developer has appointed an architect registered with the Council of Architects and a Structural Engineer for preparing drawings and structural designs of the said building and the Developer has undertaken to construct the said building under the professional supervision of the Architect and the Structural Engineer;

H. The Developer will construct the said building in accordance with the plans and specifications approved by MCGM and in respect whereof MCGM has issued its aforesaid Intimation of Disapproval and Commencement Certificate;

I. The Unit Purchaser is desirous of acquiring from the Developer, on what is popularly known as "ownership" basis, a Unit admeasuring about 17.85 square meters, carpet area, being Unit Number 411, being a part of the development in Left wing on the 4th floor of the said building (hereinafter referred to as "the said Unit"). Also attached to the said Unit is the right to use the common toilet block located in Left wing on the 4th floor. A copy of the proposed Floor



For SHREE BALKRISHNA EXPORTS

m.m. Rato
Partner

For SHREE BALKRISHNA EXPORTS

m.m. Rato
Partner

For SHREE BALKRISHNA EXPORTS

m.m. Rato
Phatt
Partner

Plan of 4th floor is annexed hereto as Annexure "4 E". The said Unit is shown thereon in red coloured boundary line. Common toilet block (to which the Unit Purchaser has agreed to provide amenities and facilities in the said Unit and the said building as mentioned in Annexure "5";

Chitt
Partner

J. The Unit Purchaser has, prior to the execution of this Agreement, satisfied himself/herself/themselves about the title of the Developer and has agreed that he/she/they shall not investigate or dispute the title, rights, powers and authorities of the Developer and no requisitions or objections shall be raised by him/her/them in any matter whatsoever;

K. The Unit Purchaser, prior to the execution of these presents, demanded from the Developer and the Developer has given to the Unit Purchaser inspection of originals of all the documents stipulated under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOF Act"), including the originals of the said Certificate of Title issued by M/s. Haridas & Co., Advocates and Solicitors, the sanctioned building plans, the Intimation of Disapproval and the Commencement Certificate in respect of the said building and the ULC order which the Unit Purchaser hereby confirms;

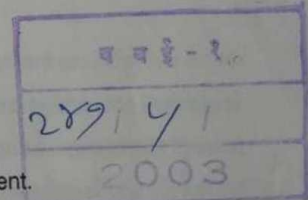
For SHREE BALKRISHNA EXPORTS

L. By virtue of a Letter of Intent dated _____ the Developer agreed to earmark the said Unit in favour of the Unit Purchaser on the terms and conditions set out thereunder. The Unit Purchaser has also agreed to the terms and conditions contained herein;

N.M. Patel
Chitt
Partner

M. In the premises aforesaid the Developer and the Unit Purchaser are entering into this Agreement:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



1. The aforesaid recitals shall form an integral part of this Agreement.

2. The Developer hereby agrees to sell to the Unit Purchaser and the Unit Purchaser hereby agrees to purchase from the Developer the said Unit, on what is popularly known as "ownership" basis at or for the lumpsum price of Rs. 40,00,000/- (Rupees Forty Lacs only) and on the terms and conditions recorded in this Agreement. The aforesaid price of the said Unit is inclusive of a sum of Rs. Nil as the proportionate price of the common and restricted areas and facilities. The aforesaid price is also inclusive of the price for the right to use the common toilet block in left wing on the 4th floor and shown on a copy of the floor plan annexed hereto as Annexure "4 E" in common with purchasers of other units in left wing on 4th floor. The Developer has agreed to provide amenities and facilities in the said Unit and the said building as mentioned in Annexure "5".

For SHREE BALKRISHNA EXPORTS
N.M. Patel
Chitt
Partner

Chitt

3. The Unit Purchaser had, prior to the execution here of, paid to the Developer the sum of Rs. 40,00,000/- (Rupees Forty Lacs)

For SHREE BALKRISHNA EXPORTS
N.M. Reddy

only) for earmarking in his/her/their favour allotment of the said Unit. At the request of the Unit Purchaser, the Developer has appropriated the said sum of Rs. NIL

towards part payment of consideration payable by the Unit Purchaser for sale of the said Unit.

The Unit Purchaser agrees to pay the balance consideration of Rs. NIL (Rupees _____)

Partner
Shit

_____ only) to the Developer in the manner following:

For SHREE BALKRISHNA EXPORTS
N.M. Reddy

(a) Rs. NIL (Rupees _____)

Partner
Shit

_____ only paid before the execution hereof (the receipt whereof the Developer hereby admits and acknowledges).

(b) Rs. NIL (Rupees _____)

_____ only on or before _____

For SHREE BALKRISHNA EXPORTS
N.M. Reddy

(c) Rs. NIL (Rupees _____)

_____ only on or before _____

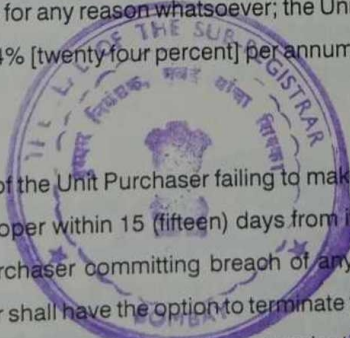
(d) Rs. NIL (Rupees _____)

_____ only on or before _____

Partner
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The Unit Purchaser shall make payment of all the aforesaid instalments of consideration on the due dates. It is hereby expressly agreed that time for payment of each of the aforesaid instalments of consideration is of the essence of this contract.

4. Without prejudice to the rights of the Developer under this Agreement or under law, in the event of there being any delay in payment of any of the amounts payable by the Unit Purchaser under these presents for any reason whatsoever; the Unit Purchaser shall be liable to pay interest to the Developer at 24% [twenty four percent] per annum on such delayed payment for the period of delay.



27/2/2023

5. In the event of the Unit Purchaser failing to make full payment of any instalment due and payable to the Developer within 15 (fifteen) days from its due date as stipulated herein or in the event of the Unit Purchaser committing breach of any of the terms and conditions contained herein, the Developer shall have the option to terminate this Agreement and revoke the sale of the said Unit in favour of the Unit Purchaser. Upon termination of this Agreement, the Unit Purchaser shall not have any right or claim on the said Unit or under these presents save and except the right to receive from the Developer the refund of the amounts paid to the Developer under this Agreement without any interest and the Developer shall, on exercising its option to terminate this Agreement and revoke the sale of the said Unit in favour of the Unit Purchaser, be at liberty to sell the said Unit to any other person or deal with it for any consideration or on any terms as it may deem fit.

6(i) The Unit Purchaser shall be liable to bear and pay his/her/their proportionate share of all

For SHREE BALKRISHNA EXPORTS
N.M. Reddy
Partner

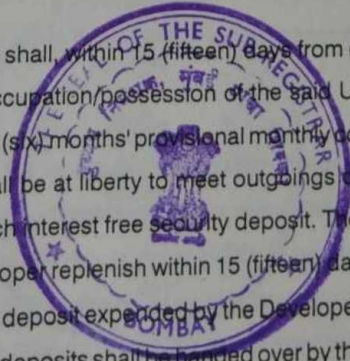
outgoings in respect of the said building, including those in respect of common areas and facilities (which includes lifts, basement, sub-station, water tanks, fire alarms, safety devices, entrance foyer and all such other facilities, amenities and fixtures installed by the Developer as part of common facilities and amenities), local taxes, or such other levies by the local authority, water charges, common electricity charges, insurance, security charges, salaries of clerks, sweepers, lift operators and such other personnel, repairs and maintenance expenses, contribution to sinking fund and all other expenses and charges incidental to management and maintenance of the said building on and from the date of occupation certificate of the part or portion of the said building ("the Occupation Certificate") housing the said Unit irrespective of the Unit Purchaser entering into occupation or possession of the said Unit.

6(ii) Until an organisation of purchasers of units in the said building, as contemplated herein, is formed and it becomes functional, the Unit Purchaser shall pay to the Developer his/her/their proportionate share of outgoings as aforesaid. Upon the organisation of purchasers of units in the said building becoming functional or in the event of the Developer making any alternate arrangement the Unit Purchaser shall pay his/her/their proportionate share of outgoings to such organisation of purchasers of units or in such manner as per directions of the Developer.

6(iii) The Unit Purchaser further agrees that until the exact share of the Unit Purchaser in the aforesaid outgoings is determined, the Unit Purchaser shall pay to the Developer/organisation of purchasers of units in the said building, provisional monthly contribution towards the aforesaid outgoings as may be determined by the Developer from time to time.

6(iv) The Unit Purchaser shall pay provisional monthly contribution or his/her/their share of outgoings as aforesaid in advance on or before the 5th (fifth) day of each English calendar month unless otherwise directed by the Developer/organisation of purchasers of units in the said building. The Unit Purchaser shall not be entitled to withhold such provisional monthly contribution/share of outgoings for any reason whatsoever. The Developer shall render true and proper account of the amounts collected and expended by it to the organisation of purchasers of units in the said building.

6(v) The Unit Purchaser shall, within 15 (fifteen) days from date of the Occupation Certificate and before entering into occupation/possession of the said Unit, deposit with the Developer a sum which is equivalent to 6 (six) months' provisional monthly contribution as interest free security deposit. The Developer shall be at liberty to meet outgoings or expenses in respect of the said building from and out of such interest free security deposit. The Unit Purchaser shall upon every written demand of the Developer replenish within 15 (fifteen) days from such demand any portion of such interest free security deposit expended by the Developer. Aggregate unexpended portion of such interest free security deposits shall be handed over by the Developer to the organisation of purchasers of units in the said building along with account of expenses incurred by the Developer from and out of such interest free security deposits. No separate account shall be given to any individual unit purchaser.



FOR SHREE BALKRISHNA EXPORTS

Signature

Signature

Partner

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6(vi) The Unit Purchaser shall, within 15 (fifteen) days from date of the Occupation Certificate and before entering into occupation/possession of the said Unit, pay to the Developer deposits for electricity and water connections, meters, pumps, consultancy charges as may be stipulated by the Developer for determination of ratable value for assessment of property taxes.

6(vii) The Unit Purchaser shall, within 15 (fifteen) days from date of the Occupation Certificate and before entering into occupation/possession of the said Unit, pay to the Developer Rs. 11,000/- (Rupees Eleven Thousand only) towards legal charges.

6(viii) The Unit Purchaser shall, within 15 (fifteen) days from date of the Occupation Certificate and before entering into occupation/possession of the said Unit, pay to the Developer Rs. 10,000/- (Rupees Ten Thousand only) towards expenses for formation of organisation of purchasers of units in the said building which may be a co-operative society or a limited company or any other association as may be permissible and the amount so collected by the Developer shall be utilised by it for the same purpose.

7. It is an express, essential, vital and integral term and condition of this Agreement and title to be created in favour of the Unit Purchaser in pursuance of this Agreement that:

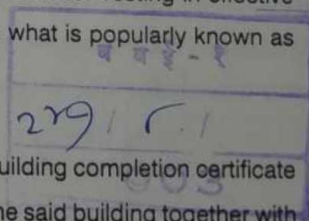
(i) this Agreement is being executed and entered into in accordance with the provisions of the MOF Act.

(ii) the right or interest which is to be created by the Developer is limited and restricted to the said Unit in the said building and the specified common and limited areas and facilities.

(iii) no right or interest, of any nature whatsoever, shall be claimed by the Unit Purchaser in respect of any other Units in the said building.

(iv) The Developer, shall in its own discretion, form a co-operative society or a limited company or submit the said building to the provisions of the Maharashtra Apartment Ownership Act, 1970 or form an association of purchasers of units in the said building or other organisation of purchasers of units in the said building or implement any other scheme for vesting in effective manner title of the said building in favour of the Unit Purchaser on what is popularly known as "ownership" basis.

(v) After construction of the said building and after receipt of building completion certificate in respect of the said building the Developer shall convey transfer the said building together with appropriate portion of the said property to organisation of purchasers of units in the said building or submit the said building together with appropriate portion of the said property to the provisions of the Maharashtra Apartment Ownership Act, 1970 and execute in favour of purchasers of units in the said building appropriate Deeds of Apartment for vesting rights of ownership in respect of the units acquired by them or the Developer shall implement any other scheme for vesting title of the said building together with appropriate portion of the said property to the appropriate organisation (company or co-operative society or other association) for the benefit of purchasers of unit/s in the said building including any scheme of appropriate allotment of shares.



Signature

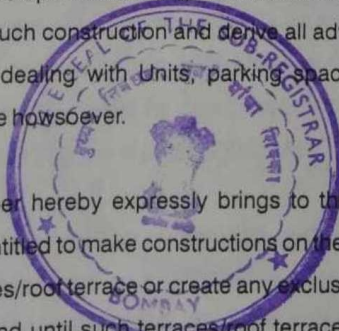
preference shares, loan stock bonds in the capital/loan fund of the Developer/any other company. For this purpose the Developer shall execute a conveyance or a perpetual or long term lease or a deed of transfer or any other writing or assurance as may be deemed appropriate or feasible. Deeds, writings or assurances to be executed in this regard shall be drafted by the Advocates of the Developer.

8. The Developer hereby agrees that before execution of conveyance or lease or deed of transfer or any other writing or assurance for vesting the title of said building together with appropriate portion of the said property, it shall make full and true disclosure of the nature of title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Unit or the said building or the said property and ensure that the same is free from all encumbrances. The Developer shall be in a position to convey to such organisation of purchasers of units in the said building marketable title of the said building together with appropriate portion of the said property.

9. Under the Development Control Regulations, 1991, it is permissible for the Developer to acquire Certificate/s of Development Right/s in respect of any other property and make additional construction on the said building or on the said property. If such additional construction is permitted to be carried out on the said building and/or on the said property either due to acquisition of Certificate/s of Development Right/s in respect of other land/properties or due to increase in Floor Space Index or due to any other reason whatsoever enabling the Developer to put up additional construction as aforesaid then the Developer alone shall be entitled to carry out such additional construction in any manner permissible and sell/allot/deal with Units, parking spaces, terraces, unbuilt spaces and other premises in such additional construction and enjoy all benefits thereof in any manner feasible. The Unit Purchaser hereby gives his /her/ their irrevocable no objection and consent to enable the Developer to put up such additional construction.

10. If at the time of transfer of the said building in favour of an organisation of purchasers of units in the said building or implementing any other scheme as set out herein, any construction planned to be carried out by the Developer on the said building has not been fully carried out, then in that event, the Developer alone shall, notwithstanding anything to the contrary, be entitled to carry out/complete such construction and derive all advantages in respect of such construction either by selling or dealing with Units, parking spaces, terraces, unbuilt spaces and other premises or otherwise howsoever.

11. The Developer hereby expressly brings to the notice of the Unit Purchaser that the Developer shall be entitled to make constructions on the terraces/roof terrace of the said building and/or sell the terraces/roof terrace or create any exclusive rights to the use thereof or of any part or portions thereof and until such terraces/roof terrace are sold or otherwise dealt with by the Developer to any person or persons, the said terraces/roof terrace along with parapet walls shall always be in the exclusive possession of the Developer and this Agreement with the Unit Purchaser and the agreements with all other purchasers of various premises in the said building and document of transfer of the said building together with appropriate portion of the said property to the organisation of purchasers of units shall be subject to the aforesaid right of the



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M.M. Patil
Partner

Developer over the said terraces/roof terrace and the Developer shall exclusively be entitled to use the said terraces/roof terrace or any portion or portions thereof or allow the same to be used for any purpose and the Developer or its nominee or nominees shall also be entitled in future to build on any portion or portions of the said terraces/roof terrace (subject to the permission of MCGM and all other local or public bodies or authorities and all other applicable laws) and to sell, deal with or dispose of such construction together with the said terraces/roof terrace or any portion or portions thereof PROVIDED that the Developer shall allow proposed water storage tanks to remain on a portion of the roof terrace or shift them elsewhere and allow at all reasonable times access to the roof terrace for the purpose of maintenance and repair of the said water storage tanks. Notwithstanding anything to the contrary contained herein the Developer has also reserved with itself the right to use walls of the said building, entrance foyer, compound walls, compound, terraces/roof terrace for putting up hoardings, exhibits, neon signs, signage, exhibits and objects of all kinds and description or allow the same to be used by any person/s and derive and enjoy compensation, rent, profits and benefits in respect thereof and neither the Unit Purchaser nor the organisation of purchasers of units in the said building shall object to the same and the aforesaid rights of the Developer shall continue to remain unaffected even after transfer of the said building with appropriate portion of the said property.

12. If the said building is constructed by the Developer by utilising floating FSI of any other land or property by way of TDR or otherwise then the particulars thereof shall be disclosed by the Developer to the organisation of Unit Purchasers while transferring the said building together with appropriate portion of the said property.

13. The Developer alone shall be entitled to compensation and/or compensatory FSI and/or any other advantages or benefit available upon acquisition/proposed acquisition of any part or parts of the said property by Government or any other authority.

14. The Developer shall be entitled to vary/amend the said sanctioned plans for construction of the said building and modify construction of the said building according to such revised/varied/amended building plans. The Unit Purchaser hereby expressly and irrevocably consents to such variation/amendment to the sanctioned building plans so long as the total area of the said Unit and the specifications of the said building and the amenities to be provided by the Developer are not reduced and so long as no alterations are made in the location and/or contour of the said Unit. This consent shall be considered to be the consent of the Unit Purchaser as contemplated by Section 7(1)(i) and (ii) of the MOF Act.

15. The Unit Purchaser irrevocably consents, agrees and undertakes that he/she/they shall not raise any objection on any ground whatsoever against the Developer making any construction/modification/ additional construction including that of nuisance or annoyance etc. and the Unit Purchaser also agrees and undertakes to extend all facilities to the Developer for making such construction/modification/ additional construction even after entering into occupation/ possession of the said Unit.

16. It is agreed and understood that except as provided in this Agreement the Unit Purchaser

For SHREE BALKRISHNA EXPORTS

Partner

shall not have any right in the said property/the said building or any part or portion thereof and the scope/ambit of this Agreement is limited to the said Unit.

17. The Unit Purchaser or the organisation of purchasers of units in the said building shall not be entitled to raise any objection to or claim any abatement in the price or any other advantage from the Developer on the ground of retention of the terrace/roof terrace and the right to display hoardings etc. by the Developer or as a reason of the Developer making additional construction or availing compensation/compensatory FSI or obtaining any other advantage from the said property/the said building on any other ground whatsoever.

18. Under normal conditions the Developer shall construct the said building in accordance with plans sanctioned by MCGM, subject to amendments, if any, and shall, if the Unit Purchaser shall have complied with terms and conditions of these presents, offer possession of the said Unit to the Unit Purchaser on or before 31st March, 2001 and if the Developer shall fail to offer possession of the said Unit to the Unit Purchaser then the Developer shall be liable on demand of the Unit Purchaser to refund to the Unit Purchaser all amounts received from the Unit Purchaser under this Agreement together with interest at 9% (nine percent) per annum from the date of receipt of the amount till the date of its repayment as per the provisions of Section 8 of the MOF Act. FURTHER PROVIDED by mutual consent that the dispute, if any, between the Developer and the Unit Purchaser as specified under Section 8 of MOF Act shall be referred to the Competent Authority who will act as an Arbitrator. PROVIDED HOWEVER THAT the Developer shall be entitled to reasonable extension of time for offering possession of the said Unit on the aforesaid date if the construction of the said building wherein the said Unit is situate is delayed on account of reasons beyond the control of the Developer or its agents or on account of:

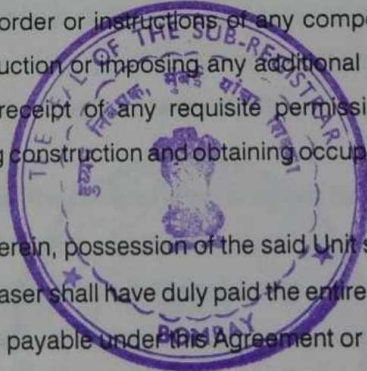
(i) non-availability due to imposition of restrictions on supply by any competent authority on steel, cement, any other essential building material, water or electricity

(ii) any law, rule, notification, order or instructions of any competent government or local authority stopping/delaying construction or imposing any additional requisitions/conditions for carrying on construction or non-receipt of any requisite permissions from any competent authority for carrying on/completing construction and obtaining occupation of the said building.

19. Subject to what is stated herein, possession of the said Unit shall be granted to the Unit Purchaser only after the Unit Purchaser shall have duly paid the entire consideration in respect of the said Unit and all other amounts payable under this Agreement or otherwise to the Developer and shall have complied with all the terms and conditions of this Agreement.

20. The Unit Purchaser shall take possession of the said Unit within 7 (seven) days from the date of written notice/intimation of the Developer informing that the said Unit is ready for use and occupation.

21. The Unit Purchaser shall, within 15 (fifteen) days from being offered possession of the



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M. N. Patil

Partner

said Unit, check for and bring to the notice of the Developer, in writing, defects if any, in the said Unit and/or in the said building and/or materials used in the construction of the said building and/or fixtures and fittings in the said Unit.

22. Upon receiving occupation/possession of the said Unit, the Unit Purchaser shall, without causing nuisance or annoyance to neighboring occupants and/or the Developer, use the said Unit or any part thereof or permit the same to be used for such purpose as has been/may be authorised by the competent local authority. The Unit Purchaser shall not change user of the said Unit. The Unit Purchaser shall not put the said Unit into any illegal or immoral use.

23. The Unit Purchaser shall for himself/herself/ themselves and with the intention of bringing all persons into whoever's hands the said Unit may come doth hereby covenant with the Developer as follows: -

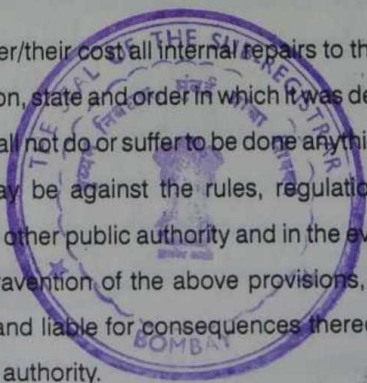
(a) To maintain the said Unit at the cost of the Unit Purchaser in good and tenable repair and condition from the date of being offered possession of the said Unit and not to do or suffer to be done in or anything to or in the said building or to or in the staircase, lift or any passage/s, basement, compound or parking space/s which may be against the rules, regulations or bye-laws of concerned authority or change/alter or make addition in the said Unit or the said building or any part thereof.

(b) Not to store in the said Unit or anywhere in the said building and / or the said property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the said building or storing of which goods is objected to by the concerned or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage entrance, staircase, lift/s, common passages or any other structure of the said building and in case if any damage is caused to the said building/the said property on account of negligence or default of the Unit Purchaser in this behalf, then the Unit Purchaser shall be liable to make good such damage and shall also be liable for the consequences of such breach or negligence or default.

(c) To carry out at his/her/their cost all internal repairs to the said Unit and maintain the said Unit in same condition, state and order in which it was delivered by the Developer to the Unit Purchaser and shall not do or suffer to be done anything in or to the said Unit or the said building which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority and in the event of the Unit Purchaser committing any act in contravention of the above provisions, then the Unit Purchaser alone shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority.

(d) Not to cause damage or demolish or cause to be demolished structural members such as columns, beams, slabs, floors, etc. or other structural

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Shri N. M. Patil Partner

members in the said Unit/the said building and also not to cause any damage or destruction whatsoever to the said building/the said property and not to modify or alter in any manner whatsoever the elevation and outside colour scheme of the said building and not to make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof and to not cause any change in the in the said Unit without prior written permission of the Developer and/or the organisation of purchasers of units and to keep the toilets, fittings, sewers, drain pipes, electrical or any other cables or wiring in the said Unit in good tenable repair and condition so as to support/ shelter the structure and to protect the said building

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building or whereby any increase in premium shall become payable in respect of the insurance. This shall however not mean that the Developer is bound to insure the building or any portion thereof.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit.

(g) Pay to the Developer within 15 (fifteen) days of demand by the Developer, his/her/their share of security deposit demanded by the concerned local authority, Municipality or Government for giving water, electricity or any other service connection to the said building.

(h) To bear and pay his/her/their share of local taxes, water charges, insurance, maintenance charges, outgoings and such other levies and/or Government and/or other public authority on account of user of the said Unit by the Unit Purchaser.

(i) To observe and perform all the rules and regulations which the organisation of purchasers of units and premises may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time and to also observe and perform all the stipulations and conditions laid down by the Developer / and / or the organisation of units and premises for use and occupation of the said Unit and to pay and contribute regularly and punctually towards taxes, expenses and other outgoings.- १

(j) Till the transfer of the said building to the organisation of purchasers of units and premises, or adoption of any appropriate scheme as provided above, the Unit Purchaser shall permit the Developer and its agents with or without workmen to enter into and upon the said Unit to carry out any work or to examine condition of the said Unit.

(k) Interest of the Unit Purchaser in the said Unit is impartible and the Unit Purchaser shall not be entitled to demand or to carry out partition of his/her/their interest in the said Unit.

(l) Until transfer of the said building to the organisation of purchasers of units and

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For SHREE BALKRISHNA EXPORTS

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N. M. Patel

Partner

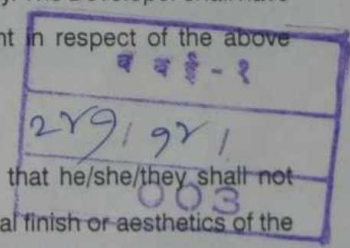
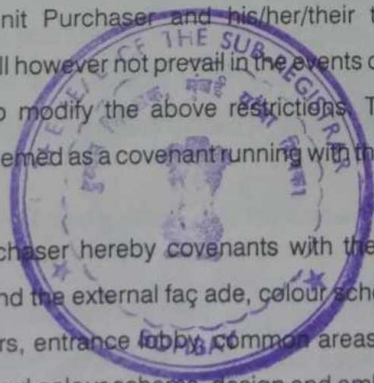
premises or until adoption of any appropriate scheme the Developer shall determine manner in which management of the said building shall be carried out, contributions for outgoings shall be realized and payments and expenses shall be made therefrom and the Unit Purchaser shall not raise any objection to the same. However the Developer shall render or cause to be rendered an account in that behalf to the organisation of unit purchasers.

24. Until the organisation of purchasers of units and premises is formed by the Developer and the said property is transferred to such organisation or until adoption of any appropriate scheme, the Unit Purchaser shall not encumber, sell, assign, let, sub-let or part with possession of the said Unit or deal in any manner with the rights created in his/her/their favour under this Agreement without obtaining prior written consent of the Developer which shall not be unreasonably withheld. In the event of the Unit Purchaser committing breach of this condition this Agreement shall automatically stand cancelled and revoked and then the Unit Purchaser shall only be entitled to refund of consideration paid by him/her/them to the Developer, without interest.

25. The Unit Purchaser shall, from time to time, sign all applications, forms, papers and documents, including declarations, deeds of transfer etc. and do all acts, deeds and things as may be required by the Developer for formation of the organisation of unit purchasers or adoption of appropriate scheme or for safeguarding the interest of the Developer and/or other purchasers of units and premises, parking spaces etc. in the said building.

26. The entrance gates marked as "Gate 1", "Gate 2" and "Gate 3", staircase marked as "S-1", lifts marked as "L-1" and "L-2", all shown on the plans annexed hereto as Annexure "1" and Annexure "4-A, B, C, D & E" have been designated for use of purchasers of units and premises in the said building. The entrance gate marked as "Gate 4", open area/strip shown in shade, staircase marked as "S-2", lifts marked as "L-3" and "L-4" and lobbies/passages shown in shade, all shown on the plans annexed hereto as Annexure "1" and "Annexure "4-A, B, C, D & E" have been designated for exclusive use of the owners/lessees/licencees, agents, employees, patrons, visitors etc. of the cinema theatre proposed to be located on the fifth floor of the said building. The above restrictions on user of staircases, lifts, open area and passages etc. shall be observed and performed by the Unit Purchaser and his/her/their transferees / lessees / assigns. The above restrictions shall however not prevail in the events of emergency. The Developer shall have absolute discretion to modify the above restrictions. The covenant in respect of the above restrictions shall be deemed as a covenant running with the land.

27. The Unit Purchaser hereby covenants with the Developer that he/she/they shall not damage, alter or amend the external façade, colour scheme, material finish or aesthetics of the said building, its foyers, entrance lobby, common areas. The Unit Purchaser shall also not be entitled to alter or amend colour scheme, design and ambience of the door/s, window/s and wall of the said Unit facing the atrium and public road/street. In the event of the Unit Purchaser failing to observe or perform his / her / their obligations as aforesaid, the Unit Purchaser shall, at his / her / their own costs and expenses, be liable to restore the same to its original condition and the Developer or the association of purchasers of units and premises in the said building shall be



For SHREE BALKRISHNA EXPORTS

M. M. Reddy

Partner

entitled to take suitable action against the Unit Purchaser including levying of compensation or damage. Air-conditioning equipments shall not be installed by the Unit Purchaser at any place other than the designated place in the said Unit.

28. The Unit Purchaser hereby covenants with the Developer that he/she/they shall, at his / her / their own costs and expenses, observe and perform the terms, conditions, covenants and obligations under the lease in respect of the said property.

29. The Unit Purchaser agrees and undertakes to observe and perform the terms, conditions and covenants contained in this Agreement and to keep the Developer indemnified against any loss or damage which the Developer may suffer as a result of breach by the Unit Purchaser of any of the terms, conditions and covenants of this Agreement to be observed and performed by the Unit Purchaser.

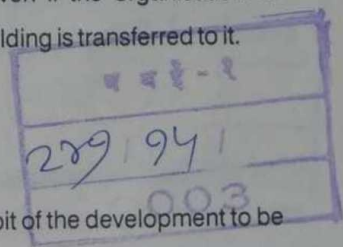
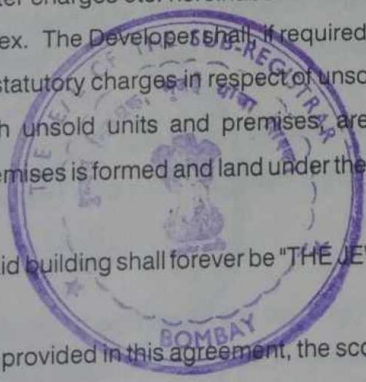
30. It is an express condition of this Agreement that the Developer alone has the sole and exclusive right to allot, sell, lease, transfer or otherwise deal with the Units, car parking spaces, unbuilt spaces, open spaces and other premises in the complex and to enter into agreements with purchasers thereof on such terms as it may deem expedient and to receive sale price or other consideration in respect thereof. All such agreements which may be entered into by the Developer with the persons or parties who agree to take Units, parking spaces/open spaces as aforesaid shall be binding on all the purchasers of Units, other premises, parking spaces/open spaces etc., in the complex and that the Unit Purchaser shall not be entitled and hereby agrees not to raise any objection or do anything which would result in a breach of the terms and conditions of the Agreements which may be entered into by the Developer with other parties with regard to sale or transfer of such units, parking spaces, open spaces as aforesaid and the Developer shall do and execute all such acts, deeds, matters and things as may be required by the Developer in that behalf.

31. The Developer shall not be liable to share the maintenance charges, outgoing, electricity charges and water charges etc. hereinabove mentioned in respect of the unsold units and premises in the complex. The Developer shall, if required in law, bear and pay proportionate share of taxes, levies and statutory charges in respect of unsold units in the said building and no other charges, till all such unsold units and premises, are sold even if the organisation of purchasers of units and premises is formed and land under the said building is transferred to it.

32. The name of the said building shall forever be "THE JEWEL".

33. Save as otherwise provided in this agreement, the scope/ambit of the development to be carried out by the Developer in pursuance of this Agreement is limited to the said Unit located in the said building.

34. The Developer shall have first and paramount charge and lien on the said Unit in respect of any amount payable by the Unit Purchaser to the Developer under the terms and conditions of



FOR SHREE BALAKRISHNA EXPORTS
[Signature]
Partner

this Agreement.

35. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit and/or the said building or part thereof and/or any other building, structures and/or the said property or part thereof. Save and except the said Unit, the Unit Purchaser shall have no claim, and all open spaces, staircases, lift passages, lobbies, unalloyed parking spaces, common terraces, gardens unused spaces etc. which shall continue to remain the property of the Developer until the said property or part thereof together with the said building/said Unit is duly transferred by executing appropriate documents as contemplated herein but subject to the rights of the Developer under this Agreement or otherwise.

36. The Advocates of the Developer shall prepare all deeds or documents required to be executed in pursuance of this Agreement.

37. All notices/intimations to be sent to the Unit Purchaser shall be deemed to have been duly sent if the same are forwarded to the Unit Purchaser. The Developer may send such notice to the Unit Purchaser by hand delivery or by registered post with acknowledgement due at the address mentioned hereunder or forwarded by fax transmission at the Number given hereunder:

M/S SHREE BALKRISHNA EXPORTS

6 A, Shojee Dashtan, Tata Road No. 2,

Warehouse Mumbai. 400004

For SHREE BALKRISHNA EXPORTS
[Signature]
* Partner

[Signature]

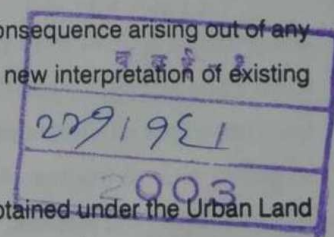
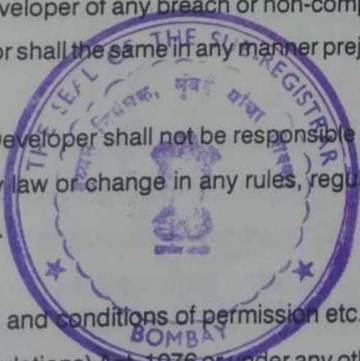
Fax Number _____

Either party shall forthwith send intimation in writing to the other if there is any change in his/her/their address.

38. Any delay or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or grant of time to the Unit Purchaser shall not be construed as waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developer.

39. The Developer shall not be responsible or liable for any consequence arising out of any change in any law or change in any rules, regulations etc. or any new interpretation of existing laws, rules etc.

40. Terms and conditions of permission etc. required to be obtained under the Urban Land (Ceiling & Regulations) Act, 1976 or under any other central or state legislation or under any rules, notification or ordinance for transferring the said property or any part thereof in favour of an organisation of purchasers of units and premises or such other organisation, shall be complied with and observed and performed by all respective purchasers of units and premises including the Unit Purchaser. The Unit Purchaser shall also, if necessary, be liable to proportionately contribute towards costs to be incurred in this regard.



For SHREE BALKRISHNA EXPORTS
[Signature]
* Partner

41. It is hereby expressly agreed that so long as it does not affect or prejudice rights created in favour of the Unit Purchaser under this Agreement, the Developer shall be entitled to encumber or deal with or dispose of by sale, assignment or otherwise howsoever all or any of its rights in respect of the said property or any part or parts thereof, including development thereon presently carried out by the Developer, in any manner whatsoever without any notice to or consent of the Unit Purchaser. As part of any such arrangement by the Developer all or any of the responsibilities of the Developer may be shifted or transferred to any other person or persons. Any such arrangement by the Developer shall be binding on the Unit Purchaser.

For SHREE BALKRISHNA EXPORTS
mm. Jete
Partner

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The Unit Purchaser hereby gives his/her/their express consent to the Developer to raise any loan against the said property and/or the said building under construction and to mortgage the same with any bank or banks or any other financial institutions ~~on any other date~~. This consent is on the express understanding that any such loan liability shall be cleared by the Developer at its own expenses prior to the transfer of title of the said property to the appropriate organisation of purchasers of units and premises.

For SHREE BALKRISHNA EXPORTS
mm. Jete
Partner

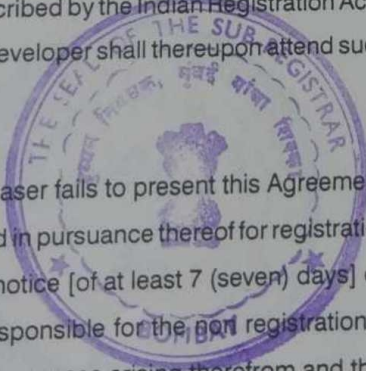
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42. This Agreement shall always be subject to the provisions of the MOF Act, and the rules made thereunder to the extent they are mandatory.

43. The Unit Purchaser shall pay stamp duty and registration charges payable in respect of this Agreement and other incidental writings including any document to be executed in pursuance thereof, in respect of any document for lease or transfer the said property, and/or any part thereof and the said building to be executed, in pursuance of this Agreement. The Developer shall not be bound and liable to pay any stamp duty or registration charges nor will it be responsible for consequences of non-payment and/or insufficient payment of stamp duty due in respect of this Agreement and in respect of all other documents to be executed in pursuance of this Agreement or otherwise.

44. The Unit Purchaser shall present this Agreement and other incidental writings including any document to be executed in pursuance thereof at the proper registration office of registration within the time limit prescribed by the Indian Registration Act, 1908 and give intimation in writing to the Developer and the Developer shall thereupon attend such office within the stipulated time and admit execution thereof.

If the Unit Purchaser fails to present this Agreement or any other writings including any document to be executed in pursuance thereof for registration within the time prescribed by law or does not give sufficient notice [of at least 7 (seven) days] of its presentation for registration, the Developer will not be responsible for the non registration of the Agreement or such writing or document and the consequences arising therefrom and the Unit Purchaser shall indemnify and keep indemnified the Developer against all actions and proceedings and all costs, charges, expenses, fines, penalties and loss or damages which may be incurred caused or suffered by or imposed or levied on the Developer by reason or on account of or due to the failure or default on the part of the Unit Purchaser in presenting this agreement for registration, and giving sufficient notice to the Developer to enable its authorized representative to admit execution of the Agreement.



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For SHREE BALKRISHNA EXPORTS
mm. Jete
Partner

Shutt

Partner

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

THE SCHEDULE HEREINABOVE REFERRED TO

[Description of "the said property"]

ALL THAT piece or parcel of leasehold land containing by ad-measurement 1918.07 (one thousand nine hundred and eighteen decimal seven) square metres or thereabouts bearing Cadastral Survey Number 6/1487 of Girgaum Division in the Registration District and Sub-District of Bombay City and Bombay Suburban and situate at new Queens Road (now known as Mama Paramanand Marg) and Tata Road (being a portion of the larger plot bearing Number 16 of Mathew Road Estate of the Municipal Corporation of Greater Bombay) together with buildings and structures standing thereon and assessed by the Assessor and Collector of the Municipal Corporation of Greater Bombay under "D" Ward Number 197 and 197 (1A) and Street Numbers 19, 14 and 14-A and bounded as follows, that is to say:

ON OR TOWARDS THE NORTH by the property of the Sterling Investment Corporation Private Limited,

ON OR TOWARDS THE SOUTH by private road known as Tata Road Number 1,

ON OR TOWARDS THE EAST by the property of the Sterling Investment Corporation Private Limited and

ON OR TOWARDS THE WEST by the public road known as Mama Parmanand Marg.

SIGNED AND DELIVERED]

For Amaryllis

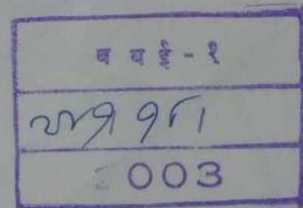
by the withinnamed]
DEVELOPER AMARYLLIS]
CONSTRUCTIONS PVT LTD]

Constructions
Private Limited,
Shankar Kulkarni
Auth. Signatory

in the presence of:

Shankar Kulkarni
Shankar Kulkarni

SIGNED AND DELIVERED]



By the withinnamed UNIT]
PURCHASER Shri/Smt/Messrs]

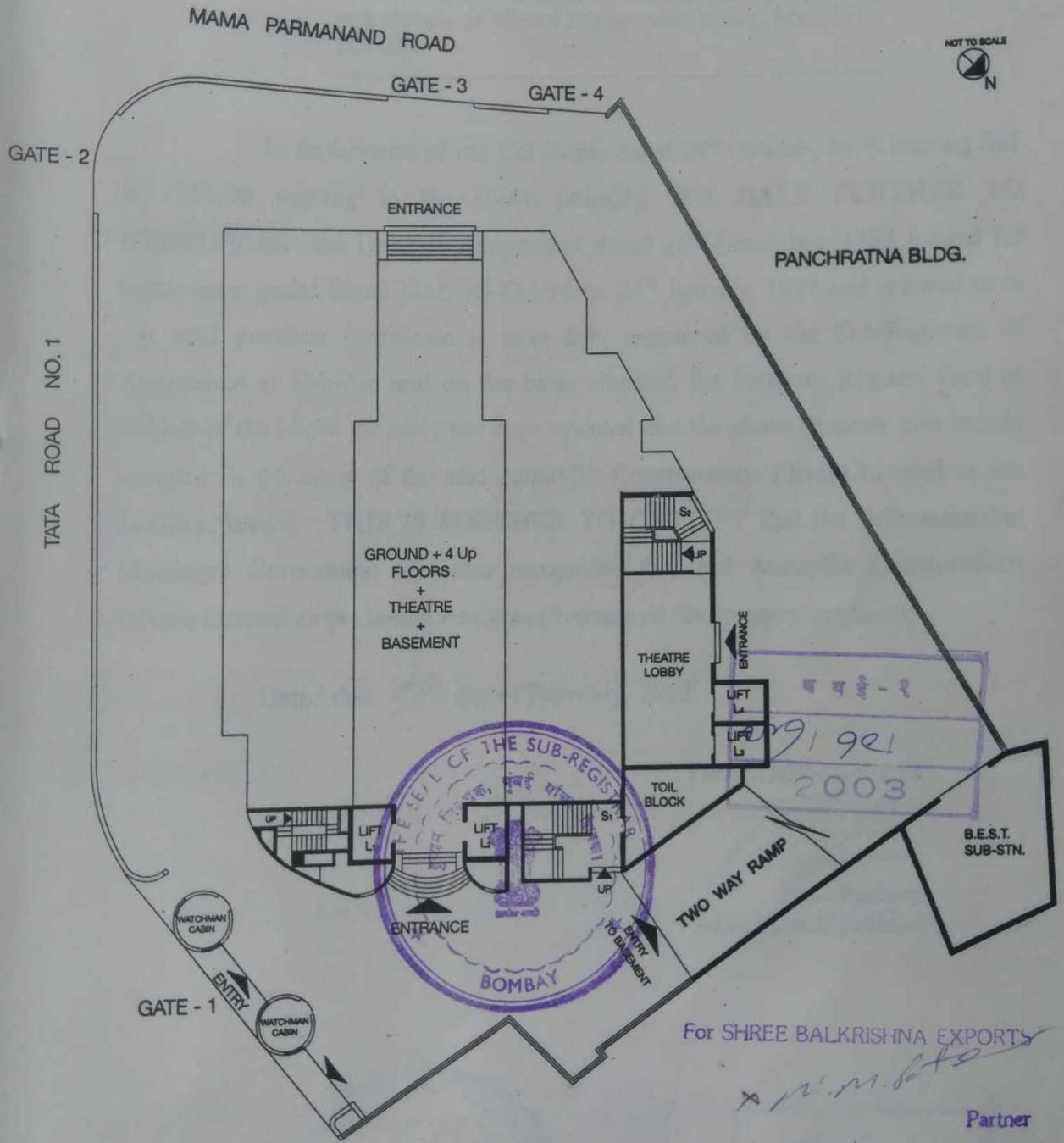
For SHRIE BALKRISHNA EXPORTS

in the presence of:

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]
N.M. Patil
Partner
Shrie Balkrishna Exports

Shankar Kulkarni
Shankar Kulkarni

The JEWEL



LAYOUT PLAN

BHARAT C. RAGHANI*
DAKSHA B. RAGHANI

HARIDAS & CO. (Regd.)
ADVOCATES, SOLICITORS & NOTARY*

EXAMINER PRESS BUILDING,
35, DALAL STREET, FORT, MUMBAI-400 023.
PHONE : 267 3096 / 267 1565
FAX : (91-22) 264 2233

Ref. No. :

B/326/2002

Date :

**Re: Leasehold land bearing Cadestral Survey
No.6/1487 of Girgaum Division admeasuring
1918.07 square metres or thereabouts lying, being
and situate at Mama Parmanand Marg, Mumbai -
400 004.**

In furtherance of our Certificate dated 26th October, 1998 bearing Ref. No.1951/98 relating to the above property, **WE HAVE FURTHER TO CERTIFY** that the Deed of Assignment dated 28th December, 1993 lodged for registration under Serial No.BBE-232/94 on 24th January, 1994 and referred to in our said previous Certificate is now duly registered by the Sub-Registrar of Assurances at Mumbai and on the basis whereof, the Property Register Card in respect of the above property has been updated and the above property now stands mutated in the name of the said Amaryllis Constructions Private Limited as the Lessees thereof. **THIS IS FURTHER TO CERTIFY** that the Brihanmumbai Municipal Corporation has also recognised the said Amaryllis Constructions Private Limited as the lawful Assignees/Lessees of the property in question.

Dated this 5th day of February, 2002.

Chitt

For HARIDAS & CO.,

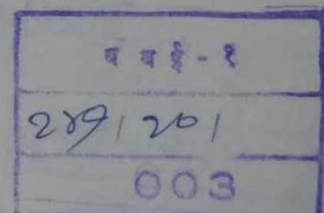
D. B. Kulkarni

Partner.
Advocates & Solicitors.

For SHREE BALKRISHNA EXPORTS

N. M. Patel

Partner



BHARAT C. RAGHANI*
DAKSHA B. RAGHANI

HARIDAS & CO. (Regd.)
ADVOCATES, SOLICITORS & NOTARY*

EXAMINER PRESS BUILDING,
35, DALAL STREET, FORT, MUMBAI-400 023.
PHONE : 267 3096 / 267 1565
FAX : (91-22) 264 2233

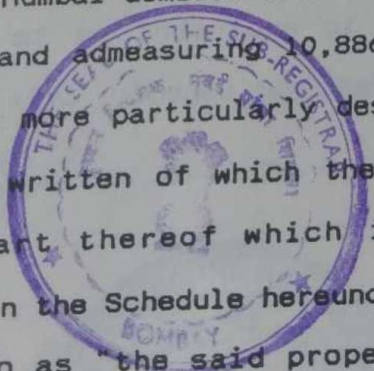
Ref. No. : 195-1/98

Date :

TO WHOMSOEVER IT MAY CONCERN

Re: Leasehold land bearing Cadastral Survey
Number 6/1487 of Girgaum Division admeasuring
1918.07 square metres or thereabouts lying
being and situate at Mama Parmanand Marg,
Mumbai 400 004

1. By an Indenture of Lease dated 30th August 1945,
registered under Serial Number 5009 of Book Number I on
1st May 1946 with the Sub Registrar of Assurances at
Mumbai and made between the Municipal Corporation of the
City of Mumbai of the First Part, Shri Udham Maniram
Mirchandani the then Municipal Commissioner of the
Municipal Corporation of Greater Mumbai of the Second
Part, The Swadeshi Mills Company Limited of the Third
Part and Sterling Investment Corporation Private
Limited (hereinafter referred to as "the said
Sterling") of the Fourth Part, the Municipal Corporation
of Greater Mumbai demised unto the said Sterling a large
piece of land admeasuring 10,886.34 square yards or
thereabouts more particularly described in the Schedule
thereunder written of which the aforesaid property is
forming part thereof which is more particularly
described in the Schedule hereunder written (hereinafter
referred to as "the said property"), subject to the
terms, conditions and covenants contained therein.



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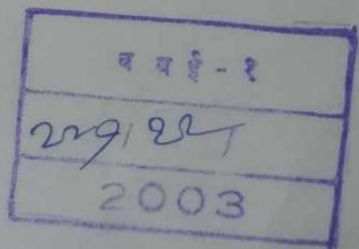
M. M. Bhat

Partner
22/9/2003
2003

2. By virtue of an Indenture of Assignment dated 19th June, 1964, registered under Serial Number 1962 of Book Number I on 9th September 1965 with the Sub Registrar of Assurances at Mumbai, and made between the said Sterling (therein called "the Assignors") of the One Part and The Bengal Properties Private Limited, (therein called "the Assignee") of the Other Part, the said Sterling with the consent of the then Municipal Commissioner of Brihan Mumbai Municipal Corporation, assigned and transferred unto The Bengal Properties Private Limited, the above mentioned piece or parcel of land admeasuring 1918.07 square metres or thereabouts bearing Cadastral Survey Number 6/1487 of Girgaum Division (forming part of Plot Number 16 of the Mathew Plot Estate of the Municipal Corporation of Greater Mumbai admeasuring 10,886.34 square yards comprised in and demised by the hereinbefore recited Indenture of Lease dated 30th August 1945) more particularly described in the Schedule hereunder written (hereinbefore referred to as "the said property") subject to the performance and observance of the covenants, conditions and stipulations therein contained.
3. By virtue of an Indenture of Assignment dated 28th December, 1993 lodged for registration under Serial

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M. S. R.
Partner



Number BBE-232/94 on 24th January 1994 at the office of the Sub Registrar at Mumbai made between the said The Bengal Properties Private Limited (therein referred to as "the Assignor") of the First Part; G. A. Sanghrajka, R. M. Merchant, S. C. Sethi, J.R. Bhandari (therein collectively referred to as "the Confirming Party") of the Second Part and Amaryllis Constructions Private Limited (therein referred to as "the Assignee") of the Third Part, the said Assignor transferred and assigned the said property to Amaryllis Constructions Private Limited for the residue of the unexpired term of lease contained in the said Indenture of Lease dated 30th August 1945 being the head-lease on the terms and conditions therein contained.

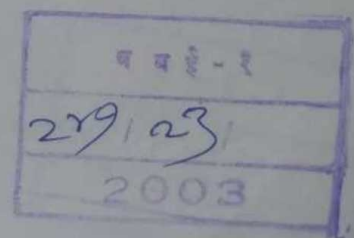
4. We have, through our search clerk caused the search to be taken in the offices of the Sub-Registrar of Assurances at Bandra for the years 1973 to 1998 and in the office of Sub-Registrar of Assurances at Mumbai for the years 1939 to 1998 to investigate the title of The Bengal Properties Private Limited to the said property.
5. We had given public notice in the newspapers namely "Indian Express", "Loksatta", "Janmabhoomi" and "Mumbai Samachar" which were published in their respective issues of 3rd and 4th December 1993, inviting claims, if

FOR SHREE BALKRISHNA EXPORTS

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M. S. S. S.

Partner



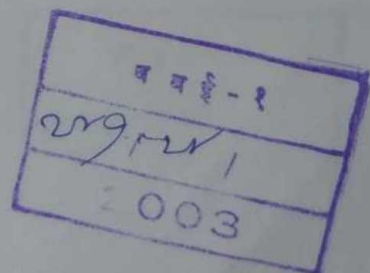
any, on the said property. All claims or objections received in pursuance of the said public notices have been settled by Amaryllis Constructions Private Limited.

6. The relevant extract from the City Survey Register shows the name of the said Sterling as the lessee of the said property.
7. Under diverse agreements, all persons who were in occupation of the premises in the structures standing on the said property at the time of execution of the said Indenture of Assignment dated 24th January, 1994 have vacated their respected premises and have accepted compensation in lieu thereof.
8. By an order bearing number C/ULC/D-III/22/5249 dated 24th May, 1994 the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 has permitted the redevelopment of the said property under Section 22 of the said Act.
9. Amaryllis Constructions Private Limited is developing the said property by constructing a building thereon in accordance with plans sanctioned by the Municipal Corporation of Greater Mumbai. *Shet*

For SHREE BALKRISHNA EXPORTS

N. M. Patel

Partner



10. In view of what is stated hereinabove and subject to receipt of consent of the Municipal Corporation to the Indenture of Assignment dated 28th December 1993 and the registration of the said Indenture, in our opinion, the title of Amaryllis Constructions Private Limited, to the said property is free from encumbrances and reasonable doubts and is marketable.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the said property)

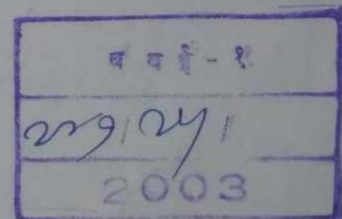
ALL THAT piece or parcel of land containing by admeasurement 1918.07 square metres or thereabouts bearing Cadastral Survey Number 6/1487 of Girgaum Division in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and situate at new Queens Road (now known as Mama Paramanand Marg) and Tata Road (being a portion of the larger plot bearing Number 16 of Mathew Road Estate of the Municipal Corporation of Greater Mumbai) together with buildings and structures standing thereon and assessed by the Assessor and Collector of the Municipal Corporation of Greater Mumbai under "D" Ward Number 197 and 197 (1A) and Street Numbers 19, 14 and 14-A and bounded as follows : that is to say :

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For SHREE BALKRISHNA EXPORTS

[Signature]

Partner



On or towards the North by the property of Sterling Investment Corporation Private Limited.

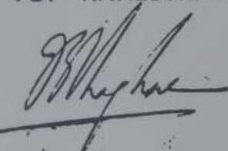
On or towards the South by footpath belonging to Sterling Investment Corporation Private Limited and beyond that by the said Sterling's private road known as Tata Road Number 1,

On or towards the East by the property of Sterling Investment Corporation Private Limited and

On or towards the West by New Queen's Road.

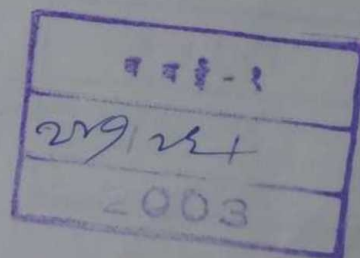
Dated this 26th day of October, 1998.
For SHREE BALKRISHNA EXPORTS

Yours faithfully,
for HARIDAS & CO.



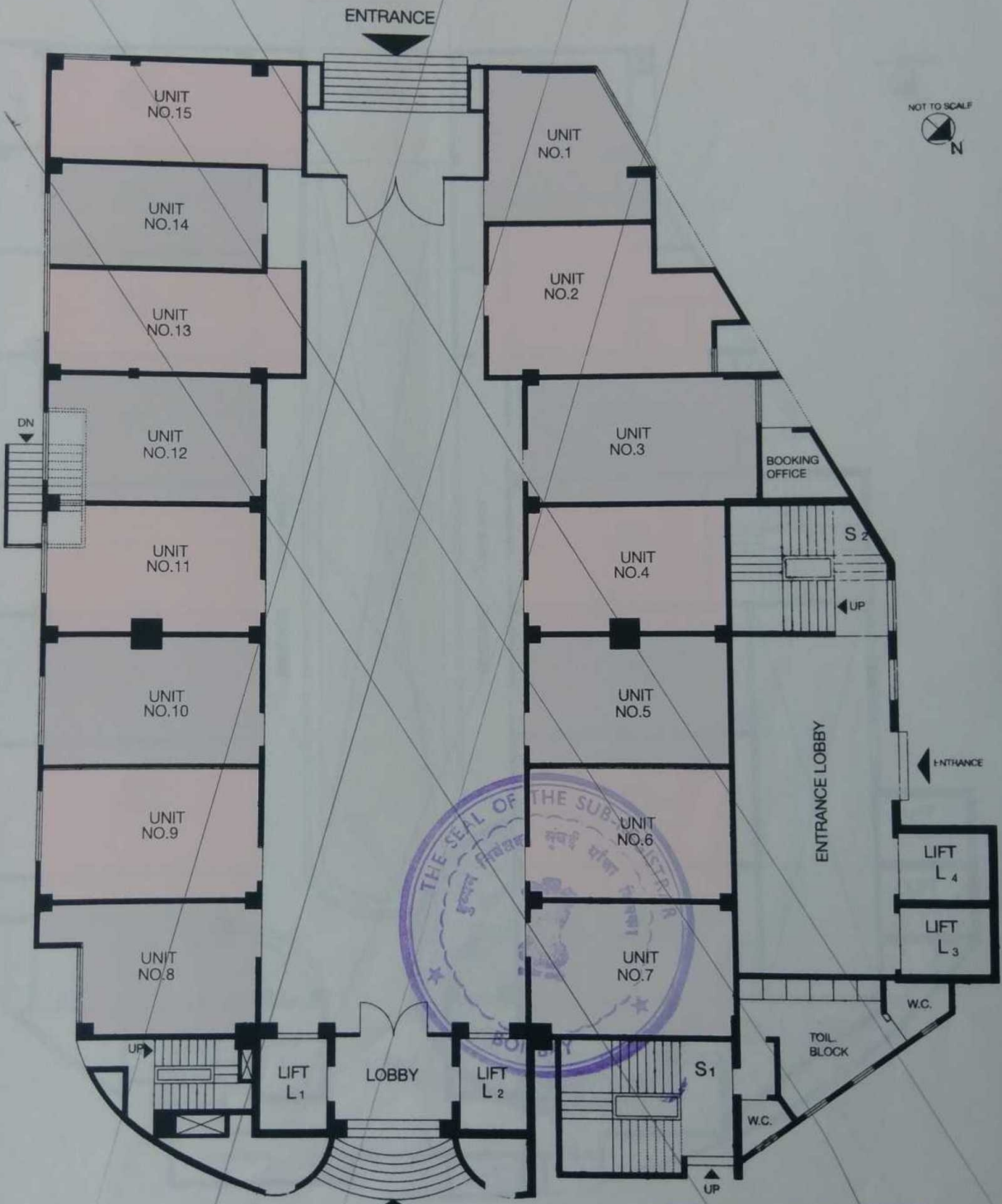
PARTNER

Shakti
[Signature]
Partner



Annexure - 4-A

The JEWEL

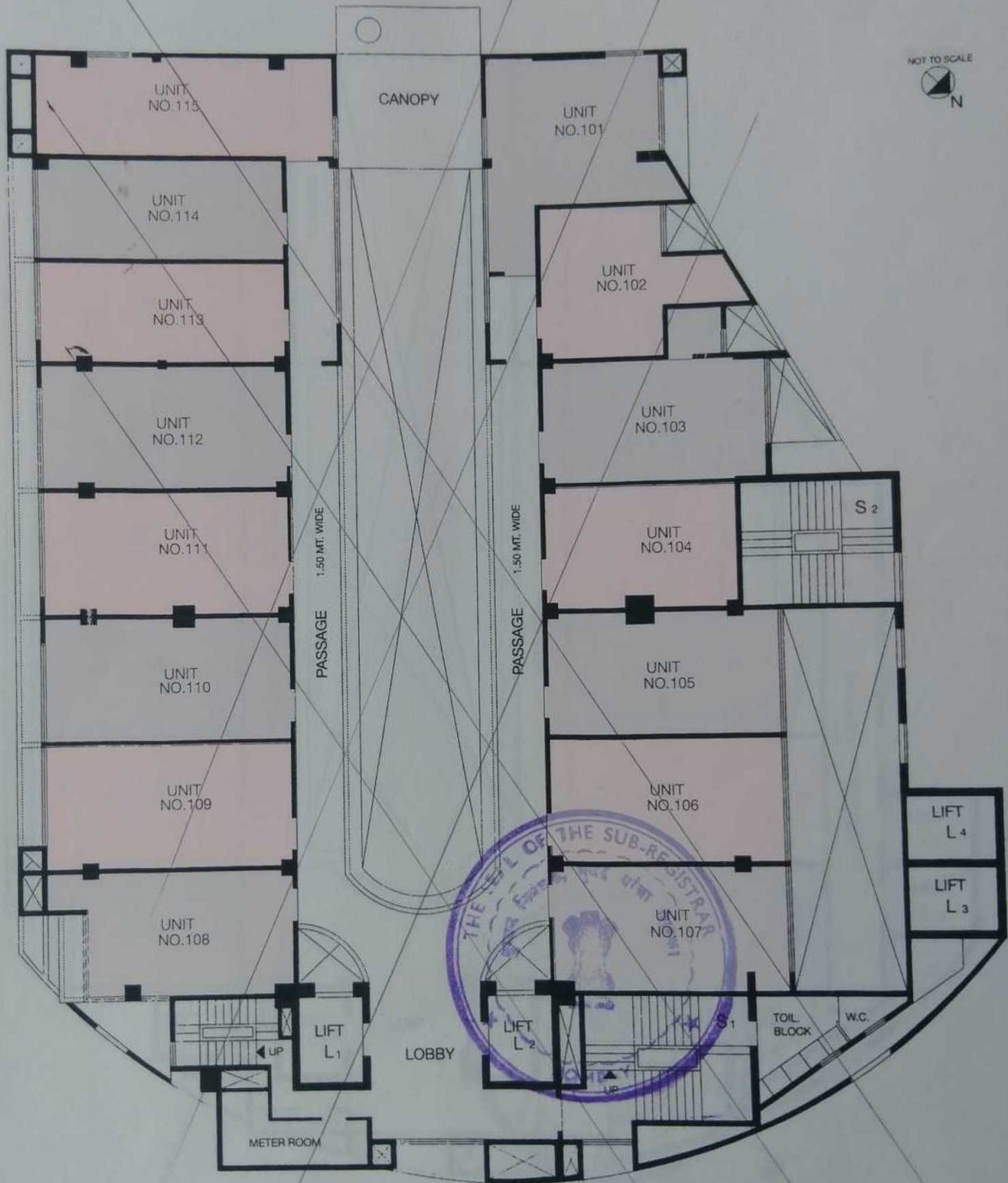


FIRST FLOOR PLAN
GROUND FLOOR PLAN

219/301
003

M Annexure-4-B

The JEWEL



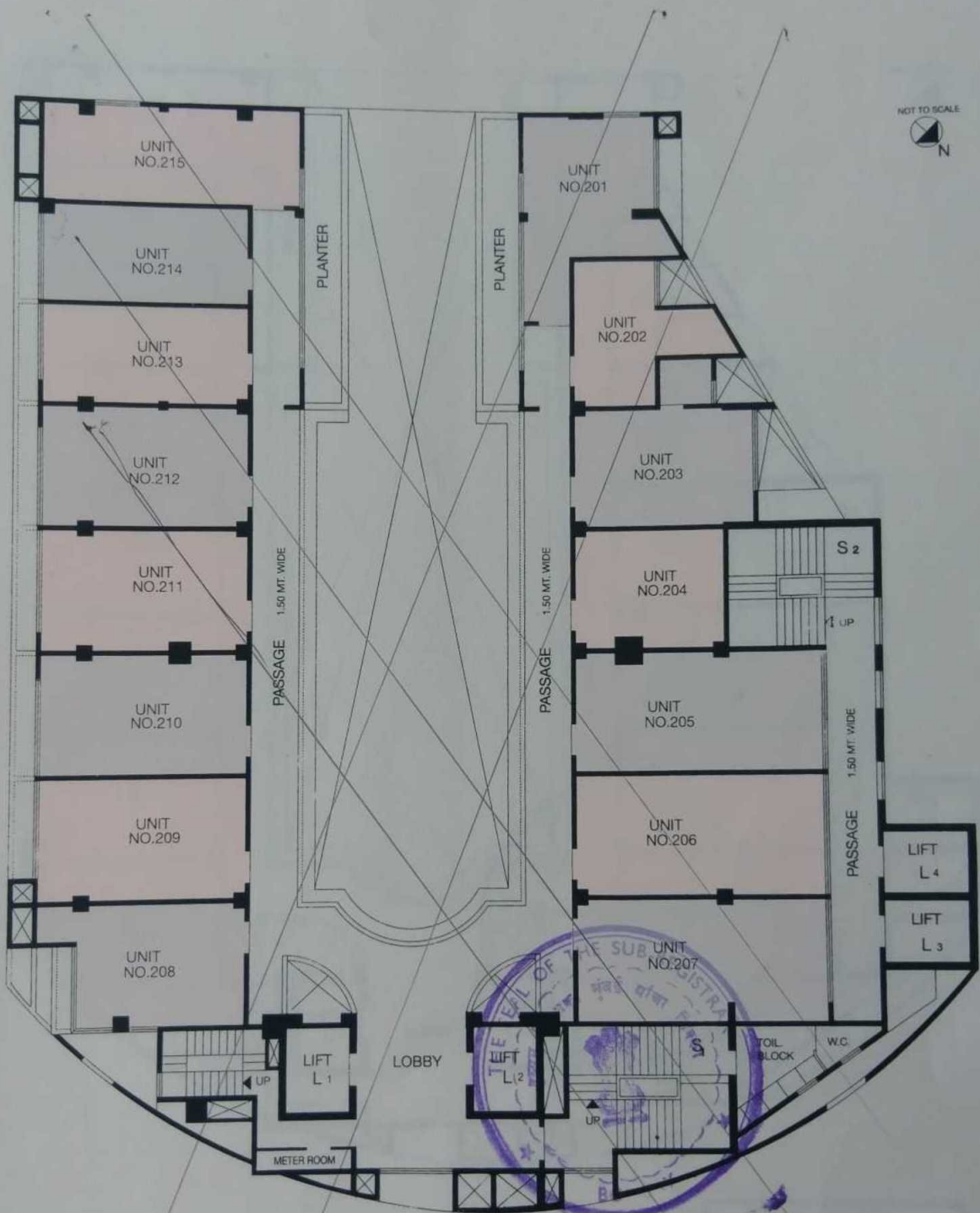
NOT TO SCALE
N

FIRST FLOOR PLAN

229 39
003

"Annexure - 4 c"

The JEWEL

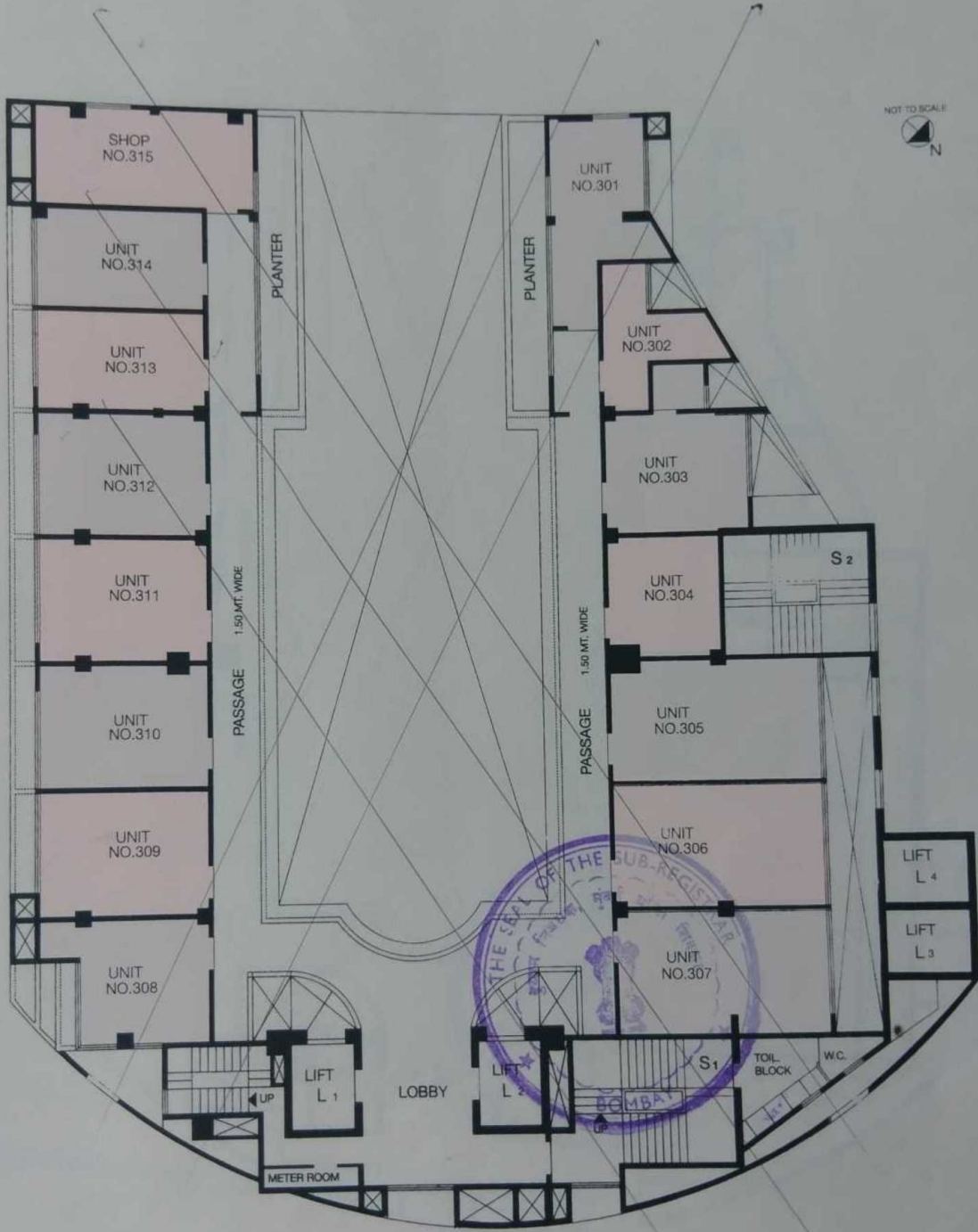


SECOND FLOOR PLAN

209/32
2003

"Annexure - 4 D"

The JEWEL



NOT TO SCALE
N

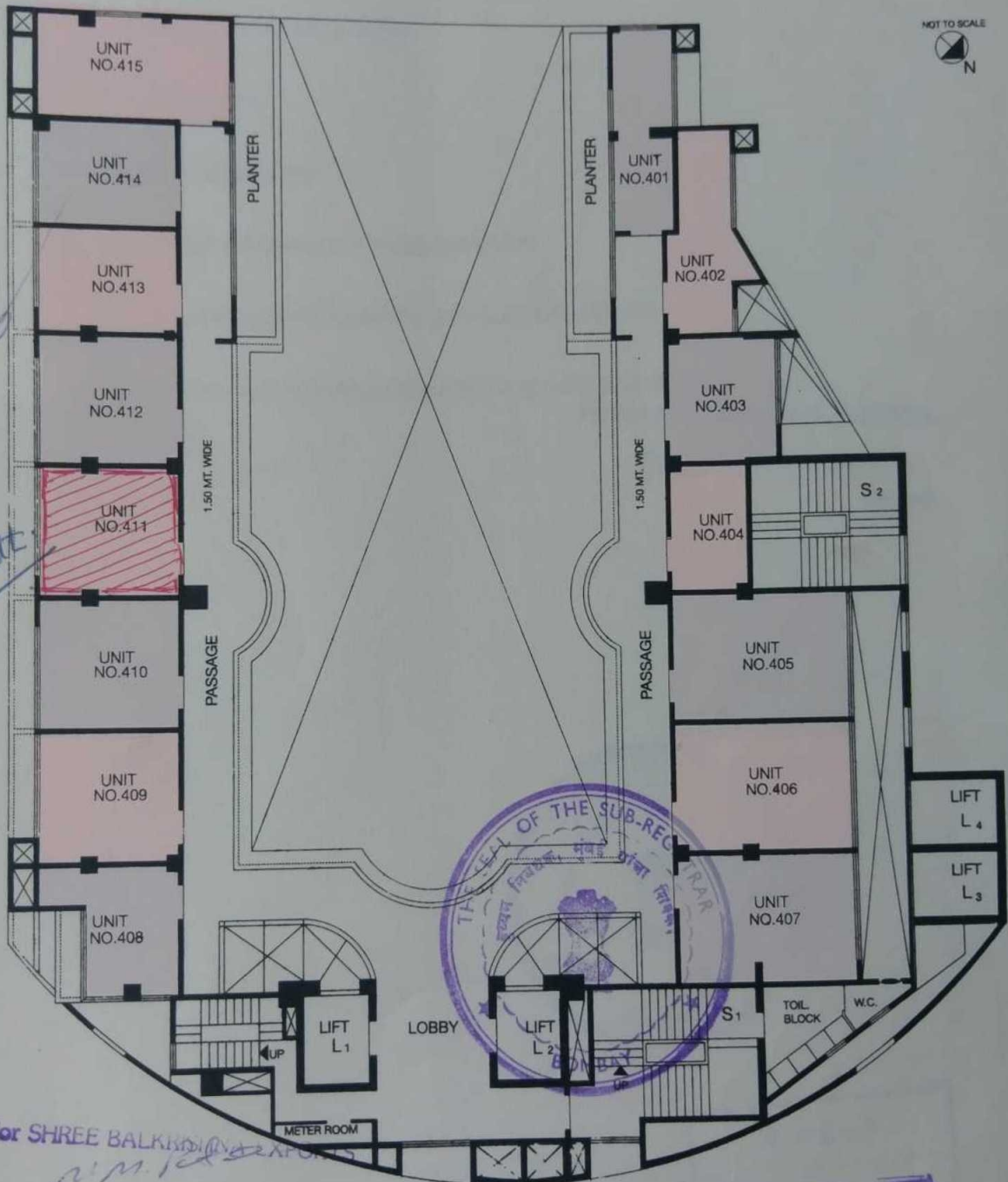
THIRD FLOOR PLAN

व.व.ई-२
२७३३१
२००३

"Annexure-4 e"

The JEWEL

NOT TO SCALE
N



Handwritten notes:
Ramp
Shut

For SHREE BALKRISHNA
Handwritten signature

Partner

FOURTH FLOOR PLAN

Handwritten numbers: 279/371, 003
Stamp: 003

ANNEXURE - 5

COMMON AMENITIES

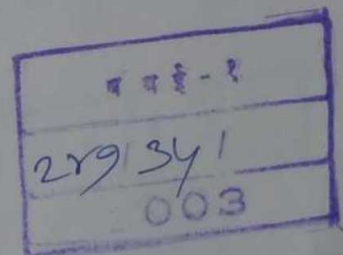
- * AN EXCLUSIVE DESIGNED COMPLEX
- * GLASS ATRIUM
- * EXTERNAL FRONT GLAZED FINISH
- * OTIS ELEVATORS
- * FIRE FIGHTING SYSTEM
- * HIGH QUALITY FLOORING OF MARBLE/GRANITE
- * TOILETS WITH GRANITE FLOORING AND GLAZED TILES DADO
- * CONCEALED COPPER WIRING WITH ADEQUATE LIGHTING POINTS

For SHREE BALKRISHNA EXPORTS

Shukla

Shree Balkrishna Exports

Partner





100Rs.



खरद हो नं. 1

क्रमांक 15

2 MAR 2002

संक्रमांक 15

दिनांक

सर्वश्री/श्री/श्रीमती

Amar. Yallis Constructions

श्री/श्रीमती

विकला.

मुद्रांक विकला

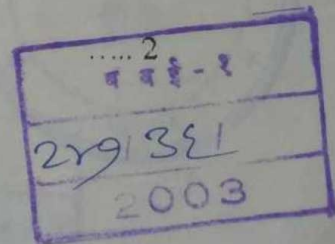


TO ALL TO WHOM THESE PRESENTS SHALL COME: I SHANTILAL C SHETH of Mumbai Residing at 9, Chemox House, 3rd Floor, 9th Farrack Road, Mumbai-400 020. Indian Inhabitant SEND GREETINGS:

WHEREAS I am Director in Amaryllyis Constructions Pvt. Ltd. and Partner/Director in various other Firms and Companies,

AND WHEREAS as such I am required to sign and/or execute certain Documents / Agreement / Undertakings / Declarations / Papers, in the name of companies in which I am Director.

AND WHEREAS due to pre occupation and other practical difficulties, I am not in a position to attend the Sub- Registrar Office at Mumbai and/or Bandra for presenting such Documents / Agreements / Undertakings / Declarations / Papers executed by me and to admit execution thereof.

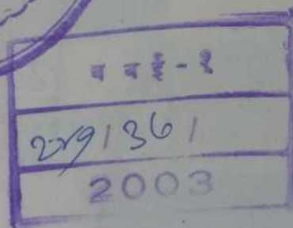




--2--

AND WHEREAS therefore, I am desirous of appointing MR. ATULBHAI MAHENDRABHAI SHAH as my Constituted Attorney to attend the Office of the Sub-Registrar of Assurances, Mumbai and / or Bandra and lodge and admit the execution of the documents that are or may be executed by me in my capacity as the director of the Company.

NOW KNOW HE AND ALL THESE PRESENTS WITNESS THAT I, SHANTILAL C SHETH, do hereby nominate, constitute and appoint MR. ATULBHAI MAHENDRABHAI SHAH to be my behalf (hereinafter for brevity's sake referred to as my said Attorney) to act for the purpose expressed hereunder that is to say



..... 3



1 To present and lodge in the Office of the Sub-Registrar of Assurances at Mumbai and/or elsewhere in the State of Maharashtra as the case may be, for registrations of all documents, undertakings, agreements, declarations and papers that are and/or may be executed by me as Director / Partner of various Companies / Firms from time to time and to admit execution of such documents and to do all acts, deeds, matters and things necessary for effectively registering the said documents, undertakings, agreements, declarations and papers.

2 I hereby authorise my said Attorney to present for Registration on my behalf all such documents executed or to be executed by me as Director of the Company.

3 And I do hereby agree to ratify and confirm all and whatsoever my said Attorney shall do or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I, SHANTILAL C SHETH, have hereunto set my hand at Mumbai this 5th day of March, 2002.



SIGNED AND DELIVERED BY)
The withinnamed)
SHANTILAL C SHETH)



In the presence of
Advocate

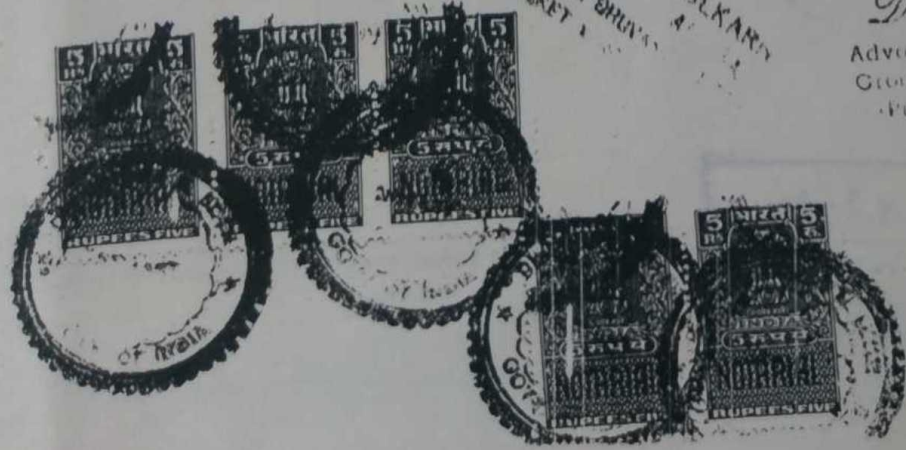
Attested By Me
Advocate

ATTESTED BY ME

DHIRENDR H. SHAH
NOTARY PUBLIC, INDIA

Dhirendra H. Shah
Advocate & Notary, (Govt of India),
Ground Floor, R. K. Sapro Marg,
Picket Road, Mumbai-400 002

R. K. KULKARNY
ADVOCATE



3

5-5-2003

1) Shankar mitt



6/3/2003 रोज

9) श्री शांतीनाथ म. (सिड) वय २५ वर्ष, व्यवस्था

श्री. देवनाथ म. (सिड) वय १५ वर्ष

दानी मास्त्री दाखल पत्रावली. प्रथम विद्या य शास्त्रा

बोटावली दि. १) श्री. देवनाथ म. (सिड) वय २० वर्ष

२) श्री. देवनाथ म. (सिड) वय १५ वर्ष

१) श्री. देवनाथ म. (सिड) वय २० वर्ष

दानी मास्त्री दाखल पत्रावली.

अधिप्रमाणन फी र. ५१ दि. ५/३/०३

ता. ५/३/०३

6/3/2003

Handwritten signatures and initials, including a large signature and the number 3.

3

सह मुख्य निबंधक
मुंबई शहर क्र. १.



व. व. क्र. - १
29/3/03
2003



09/01/2003

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

ववड्1

दस्त क्र 241/2003

4:25:13 pm

मुंबई शहर 1 (फोर्ट)

दस्त क्रमांक : 241/2003

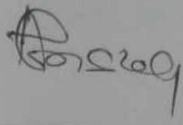


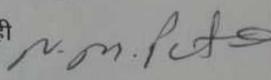


दस्ताचा प्रकार : करारनामा

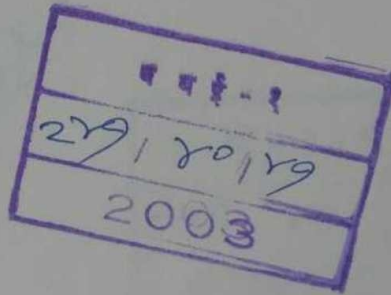
अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: शांतीलाल शेठ डायरेक्टर अमरिलिस कन्स्ट्रक्श प्रा लि तर्फे ज मु अतुल महिंद्र शाह पत्ता: घर/फ्लॅट नं: 9 केमॉक्स हाऊस गल्ली/रस्ता: बरेंक रोड ईमारतीचे नाव: . ईमारत नं: . पेठ/वसाहत: . शह	लिहून देणार वय 44 सही 		
2	नाम: मेसर्स श्री बाळकृष्ण एक्सपोर्ट तर्फे भागिदार नरसिमाई मेघजीभाई पटेल पत्ता: घर/फ्लॅट नं: 9 गायत्री सो. गल्ली/रस्ता: कतारगाम रोड ईमारतीचे नाव: . ईमारत नं: . पेठ/वसाहत: . शहर/गाव:	लिहून घेणार वय 36 सही 		





दस्त गोषवारा भाग - 2

बवडई
दस्त क्रमांक (241/2003)

दस्त क्र. [बवडई-241-2003] चा गोषवारा
बाजार मुल्य :3534300 मोबदला 4000000 भरलेले मुद्रांक शुल्क : 400000

दस्त हजर केल्याचा दिनांक :09/01/2003 04:19 PM
निष्पादनाचा दिनांक : 09/01/2003
दस्त हजर करणा-याची सही :

[Handwritten Signature]

दस्ताचा प्रकार :25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 09/01/2003 04:19 PM
शिवका क्र. 2 ची वेळ : (फ्री) 09/01/2003 04:23 PM
शिवका क्र. 3 ची वेळ : (कबुली) 09/01/2003 04:23 PM
शिवका क्र. 4 ची वेळ : (ओळख) 09/01/2003 04:25 PM

दस्त नोंद केल्याचा दिनांक : 09/01/2003 04:25 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) विजय डायामाई मेरोलिया ,घर/फ्लॅट नं: 1 ला मजला

गल्ली/रस्ता: गोवालीया टँक

ईमारतीचे नाव: बॉम्बे व्ह्यु वि

ईमारत नं: .

पेठ/वसाहत: .

शहर/गाव:.

तालुका: .

पिन: 36

2) जिगर . शाह ,घर/फ्लॅट नं: 203 अे

गल्ली/रस्ता: जिवन विहार

ईमारतीचे नाव: .

ईमारत नं: .

पेठ/वसाहत: .

शहर/गाव:..

तालुका: .

पिन: 6

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)

पावती क्र.:244 दिनांक:09/01/2003
पावतीचे वर्णन
नांव: मेसर्स श्री बाळकृष्ण एक्सपोर्ट तर्फे भागिदार
नरसिमाई मेघजीमाई पटेल

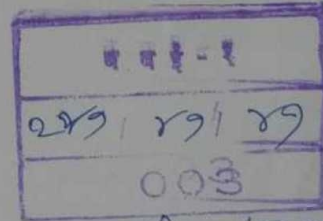
20000 :नोंदणी फी
840 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फ्री

20840: एकूण

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

[Handwritten Signature]

[Handwritten Signature]



२४१/२१/२१/०३

प्रमाणित करणेत येते की या

दस्ताअध्ये एकूण.....२१.....पाने आहेत

दस्ता क्रमांक १

दस्ता

दस्ता

२-१-०३

बवडई शहर क्र. १.



बवडई शहर क्र. १.