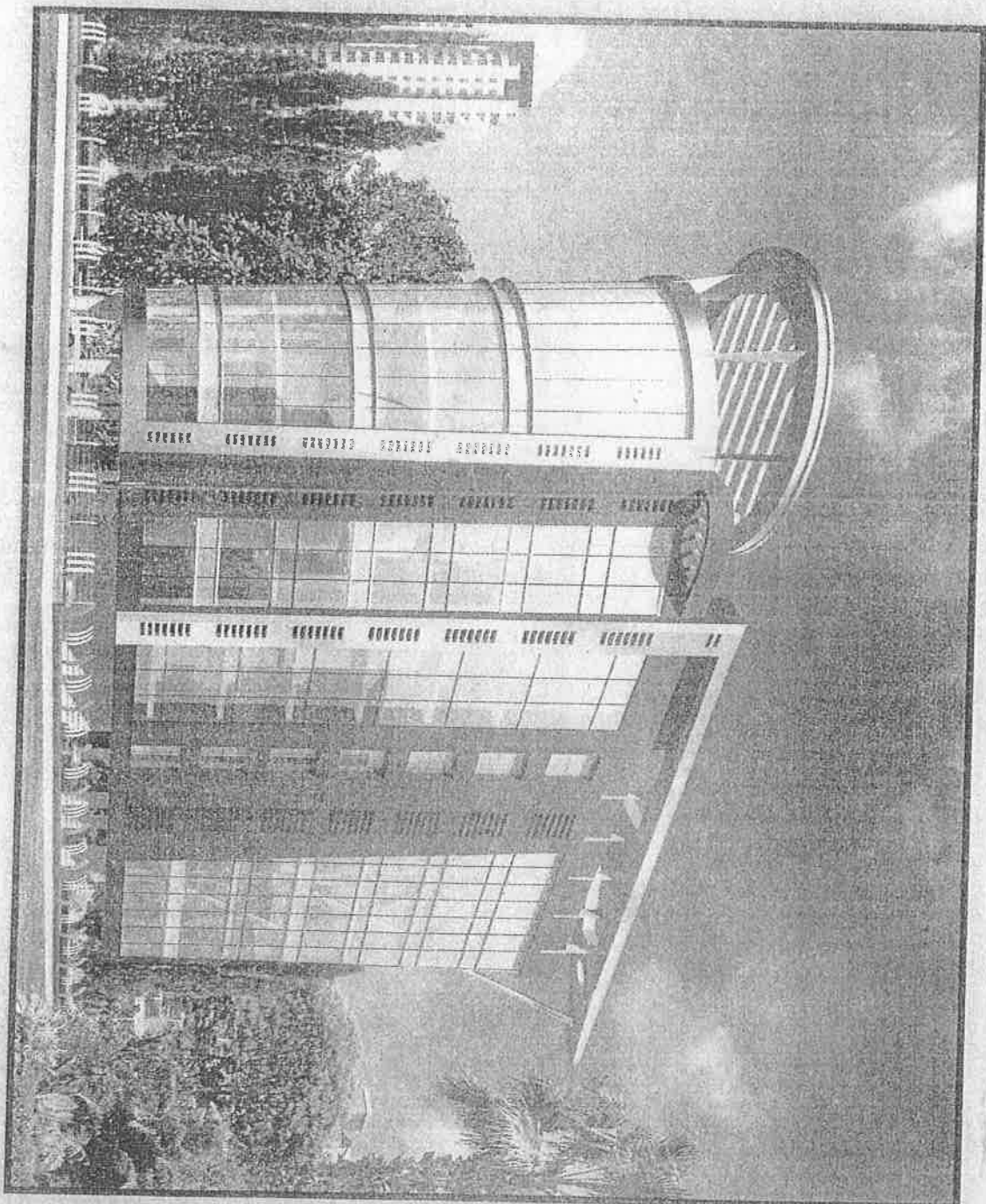


# AGREEMENT

20



“AAR PE CEITRE”

Gufic Compound, Nr - Hotel Tunga Paradise,  
MDC, Andheri (E), Mumbai.



Thursday, July 12, 2007  
6:06:34 PM

पावती

Original  
नोंदणी 39 म.  
Regn. 39 M

गावाचे नाव मुळगाव

पावती क्र. : 5300

दिनांक 12/07/2007

दस्ताऐवजाचा अनुक्रमांक

वदर4 - 05257 - 2007

दस्ता ऐवजाचा प्रकार

करारनामा  
करारनामा

सादर करणाराचे नाव:मं. इंरड एंटरप्राईझेस लॉक भागीदार राजेन्द्र बर्वे

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पुरांकनाची नक्कल (अ. 11(2)),

1120.00

रुजवात (अ. 12) व छयाचित्रण (अ. 13) -> एकत्रित फी (56)

एकूण

31120.00

आपणास हा दस्त अंदाजे 6:20PM ह्या वेळेस मिळेल

व्यसम निबंधक  
गुणेश शंकर शर्मा-२,  
संबई उपनगर जिल्हा.

बाजार मूल्य: 4555572 रु. मोबदला: 6756400रु.  
भरलेले मुद्रांक शुल्क: 337870 रु.

दयकाचा प्रकार : डीडी/धनकर्यादातः  
देकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र,  
डीडी/धनकर्या क्रमांक: 691321; रक्कम: 30000 रु.; दिनांक: 07/07/2007

AAR PEE  
CENTRE

THE COSMOS CO-OPERATIVE BANK LTD., PUNE  
FRANKING DEPOSIT SLIP

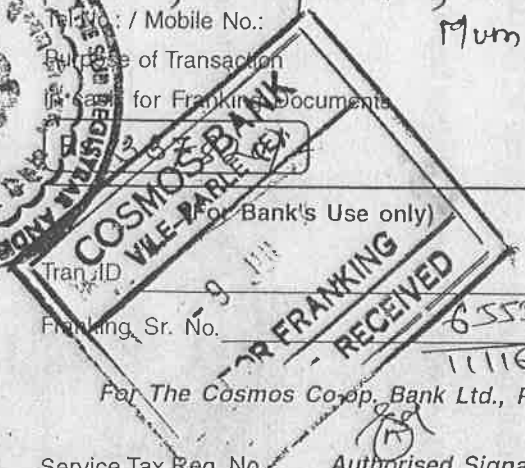
Customer Copy

Branch: Vileparde(E) Date: 9/7/2007  
Pay to: Cosmos co op Bank

Franking Value	Rs.	3 37 820/-
Service Charges	Rs.	11/-
Total	Rs.	3 37 831/-

Name & Address of Stamp duty paying party  
M/s Herald Enterprise A/23,  
1st Floor, Bhandup End Rd, Bhandup,  
Mum. 48.

Phone No. / Mobile No.:  
Purpose of Transaction  
for Franking Documents



For Bank's Use only  
Transaction ID  
Franking Sr. No. 11160  
For The Cosmos Co-op. Bank Ltd., Pune  
Service Tax Reg. No. BFN/188/STC/PIII/04  
Authorised Signatory

**THIS AGREEMENT FOR SALE** is made at Mumbai this 12th day of July, 2007 BETWEEN SAMROCK DEVELOPERS, a Proprietary Concern through its Sole Promoter SAMEER R. VASHI having his office at 702, Samrock Apartments, Opp. Syndicate Bank, C.D. Barfiwalla Lane (Juhu Lane), Andheri (West), Mumbai 400 058, hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context meaning thereof be deemed to mean and include his successors, heirs, executor administrators and assigns ) of the ONE PART

Mr/Mrs/Ms. \_\_\_\_\_

AND

of Mumbai, Indian Inhabitant residing at \_\_\_\_\_

hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context meaning thereof be deemed to mean and include his successors, heirs, executor administrators and assigns ) of the ONE PART

The Promoter \_\_\_\_\_

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2009

The Purchaser(s)

MAHARASHTRA STAMP DUTY



R. 03378201-PB51144

For The Cosmos Co-op. Bank Ltd. 18-Arcelle Road, Juhu, Mumbai 400020  
 The Cosmos Co-operative Bank Ltd., Vile Parle Branch, Mumbai  
 55532  
 111160  
 Special Address JUL 09 2007

it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their, heir/s executor/s, administrator/s and assign) of the OTHER PART

OR

SM M/s \_\_\_\_\_  
a Company incorporated under the provision of the Companies Act, 1956  
its registered office at \_\_\_\_\_



hereinafter referred to as "THE PURCHASERS" (which expression shall include if be repugnant to the context or meaning thereof be deemed to mean and include its successor and permitted assigns) of the OTHER PART;

OR

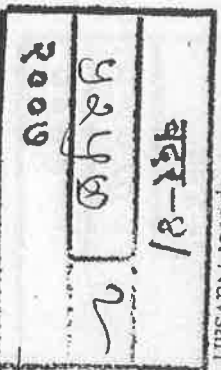
M/s HERALD ENTERPRISES

a partnership firm registered under the Indian Partnership Act, 1932 having its Registered Office at Shop No 1, I Bldg. Maheshwari Nagar, MIDC, Andheri (E), Mumbai - 400 093.

hereinafter referred to "THE PURCHASERS" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being, their successors and the last surviving partner) of the OTHER PART

**WHEREAS:**

A) One Jal Private Limited (hereinafter referred to as the Company) a Company incorporated under the provisions of Companies Act. 1956 having its Registered Office at Kabilpore, Navsari District, Navsari. in the



SM The Promoter \_\_\_\_\_  
The Purchaser(s)

State of Gujarat having its administrative office at Subhash Road. "A"  
Vile Parle (East), Mumbai 400 057. A Sole Proprietor of M/s Container  
& Tubes Company was seized and possessed of or otherwise well and  
sufficiently entitled to all that piece or parcel of land bearing S.No. 59. H.  
No.12 C.T.S.No.70 admeasuring 1815 sq.yards. 0  
sq.mtrs. or thereabout situate, lying and being at  
M.I.D.C. Andheri (East), Mumbai 400 093 in the  
Mumbai City and Mumbai Suburban (hereinafter referred to as the  
property) and more particularly described in the First Schedule  
written.



- B) By an Indenture of Conveyance dated 24<sup>th</sup> January, 2006 executed by and between the said Company (therein referred to as the Vendors of the One Part ) and the Promoter herein ( therein referred to as the Purchaser of the Other Part ) and registered with the office of Sub-Registrar of Assurances at Bandra under Serial No. BDR-4/554/2006, the said Company did thereby sell, transfer and convey its right, title and interest in the said property to the Promoter herein for the consideration and on the terms and conditions setout therein.
- C) The said Company confirmed having received the entire consideration from the Promoter herein and the said Company has handed over vacant and peaceful possession of the said property to the Promoter herein to enable him to carry out development activities on the said property.
- D) Thus by virtue of Conveyance dated 24<sup>th</sup> January, 2006 the Promoter herein became the absolute owner of the said property more particularly described in the First Schedule hereunder written and as such became

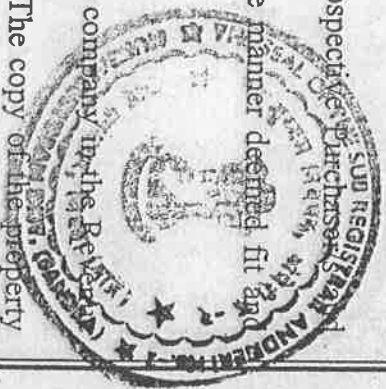
SM  
The Promoter

बंदर-४/	
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The Purchaser(s)

entitled to develop the said property as per the plans and specifications as got approved from the Municipal Corporation of Greater Mumbai (MCGM) and sell the offices spaces to the prospective Purchaser/s for such consideration and on the terms and conditions as may be agreed by and between the Promoter herein and such prospective Purchaser/s appropriate the sale proceeds for himself in the manner decided fit and proper by the Promoter.

E) The said property stands in the name of the said company in the Record/Municipal Record/City Survey Record. The copy of the property card is annexed hereto and marked as Annexure "I".



F) The Promoter is proposing to construct the commercial Building on the said property and has got the Building Plans sanctioned in respect of construction of the Proposed commercial Building on the said property from MCGM under I.O.D. No. EB/CF/5123/WS/AK dated 30<sup>th</sup> July, 1996 and Promoter has also obtained Commencement Certificate bearing No. CE/5123/WS/AK. dated 27<sup>th</sup> May, 1999 from the Executive Engineer (Building Proposals) 'K' Ward. Both the IOD/CC are revalidated by the Promoter from time to time and the same are valid.

G) The copies of the Building Plans in respect of the proposed commercial Building with I.O.D. and Works Commencement Certificate referred hereinabove are annexed hereto and marked with letter Annexure "II" (Collectively).

H) The Promoter is constructing the said Building on the said property in accordance with the said sanctioned plan and shall sell the office premises

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SM  
The Promoter

  
The Purchaser(s)

AAR PEE  
CENTRE

therein on ownership basis or some other basis as he may in his discretion deem fit.

I) The title of the promoter herein as to the said property is certified by Divya Shah Associates, Advocates & Solicitors, by their letter of Title dated 15<sup>th</sup> May, 2006, a copy of which is annexed here to the Agreement marked Annexure "III".

J) The Purchaser/s has/have seen the said property prior to the execution of this Agreement. The Purchaser/s has/have also taken inspection of the said plans for construction of the said Commercial Building (hereinafter referred to as the sanctioned plans) and all the documents referred to in the above recitals.



K) The Promoter has supplied to the Purchaser/s true copies of all such documents as mentioned in Rule A of the Maharashtra Ownership Flats, Rules 1964 (hereinafter called the said Rules) as desired by the Purchaser/s.

L) The Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter will redevelop the said property by constructing a Commercial Building as per the sanctioned plans, with such modifications thereto as the Promoter may from time to time determine and as approved by the concerned local bodies and authorities.

M) In accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai(MCGM), the Promoter are presently developing the said property described in the First Schedule hereunder written and is constructing thereon a Commercial Building comprising of silt and 7 upper floors to be named as "AAR PEE CENTRE" (hereinafter referred

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SW  
The Promoter

The Purchaser(s)

**AAR PEE  
CENTRE**

to as the said Building ) The Promoter has accordingly commenced construction of the said Building.

N) The Promoter has entered into and/or will enter into such similar Agreement with other persons and/or parties in respect of the said office premises in the said Building.

O) The Promoter has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Promoter SW No. 502-503 admeasuring 1270 sq.ft.(built-up area) the 5<sup>th</sup> floor of the said Building to be named as "AAR PEE CENTRE" being constructed on the said property more particularly described in the First Schedule hereunder written for the consideration and on the terms and conditions hereinafter appearing.



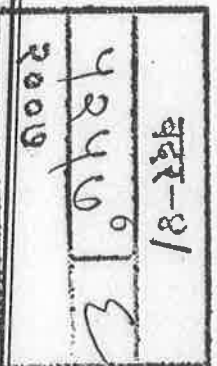
P) The parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the office premises in the said building to be named as "AAR PEE CENTRE" to the Purchaser/s in the manner hereinafter appearing.

Q) Under Section 4 of MOFA Act the Promoter are required to execute a written agreement being these presents for the sale of the premises in the proposed building/s.

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

1. The Promoter shall develop the said property viz. land bearing S.No. 59, H.No. 12, C.T.S. No. 70 admeasuring 1815 sq.yards equivalent to 1518.00 sq.mtrs. or thereabouts situate, lying and being at Village Mulgaon. MIDC,

SW  
The Promoter



The Purchaser(s)



AAR PEE  
CENTRE

to as the said Building ) The Promoter has accordingly commenced construction of the said Building.

N) The Promoter has entered into and/or will enter into such similar Agreement with other persons and/or parties in respect of the said office premises in the said Building.

O) The Promoter has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Promoter Office premises described in the First Schedule hereunder written for the consideration and on the terms and conditions hereinafter appearing.

EW No. 502-503 admeasuring 1270 sq.ft. (built-up area) of the

5<sup>th</sup> floor of the said Building to be named as "AAR PEE CENTRE" being constructed on the said property more particularly described in the First Schedule hereunder written for the consideration and on the terms and conditions hereinafter appearing.

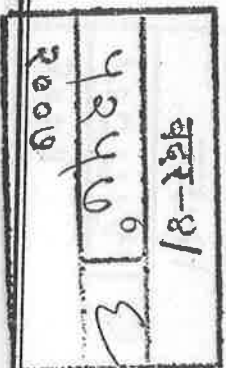
P) The parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the office premises in the said building to be named as "AAR PEE CENTRE" to the Purchaser/s in the manner hereinafter appearing.

Q) Under Section 4 of MOFA Act the Promoter are required to execute a written agreement being these presents for the sale of the premises in the proposed building/s.

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

1. The Promoter shall develop the said property viz. land bearing S.No. 59, H.No. 12, C.T.S. No. 70 admeasuring 1815 sq.yards equivalent to 1518.00 sq.mtrs. or thereabouts situate. lying and being at Village Mulgaon. MIDC,

SW  
The Promoter



[Signature]  
The Purchaser(s)



AAR PEE  
CENTRE

Ardheri(East), Mumbai 400 093 and more particularly described in the FIRST SCHEDULE hereunder written. (hereinafter referred to as "the said Property") by constructing a building consisting of stilt and 7 upper floors as per the plans and specifications/approved /sanctioned by the MCGM and/or other Municipal Corporation authorities.

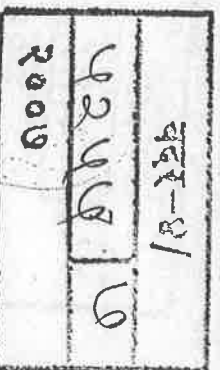
2. The Promoter has agreed to sell and the Purchaser has/have agreed to purchase premises bearing No 503-503 on the 5<sup>th</sup> floor and area of sq. ft. built up area of the Commercial Building being constructed on the said property to be named as "AAR PEE CENTRE" and shown on the typical floor plan annexed hereto and marked as Annexure "IV" (hereinafter referred to as "the said premises") and more particularly described in the Second Schedule hereunder written for the total consideration of Rs. 67,56,400/- (Rupees Sixty Seven Lacs Fifty Six Thousand Four Hundred only), which shall be paid by the Purchaser/s to the Promoter in the following manner:

(i) A sum of Rs. 19,00,000/- (Rupees Nineteen Lacs only) paid as an earnest money or deposit on execution of these presents (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof acquits, releases and discharges the Purchaser/s forever.);

(ii) A sum of Rs. 48,56,400/- (Rupees Forty Eight Lacs Fifty Six Thousand Four Hundred only) on or before 31.7.2007

(iii) A sum of Rs. — /- (Rupees — only) on or before —

The Promoter



The Purchaser(s)



AAR PEE  
CENTRE

such Allottee Purchaser/s or Transferee thereof shall not be discriminated or treated prejudicially by such organization.

41. Any delay or indulgence by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoter of any of the terms conditions of this Agreement by the Purchaser nor shall same be any manner prejudice the rights of the Purchaser under the Law.



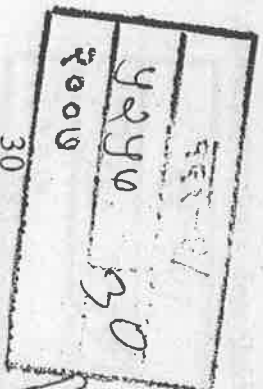
42. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Registered A.D./Under Certificate of Posting at his/her/their address specified below:-

ADDRESS: M/S. HERALD ENTERPRISES

Shop No-1, I. Bldg, Melheshwari, Naga, &

MIDC, Andheshi (CS), Mumbai, -400093.

43. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s of other Premises in the said Building and Promoter in respect of the interpretation of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be subject to jurisdiction of courts in Mumbai.



SW  
The Promoter

SW  
The Purchaser(s)



**AAR PEE  
CENTRE**

**THE THIRD SCHEDULE ABOVE REFERRED TO**

Common facilities appurtenant to the said Premises

Common areas and facilities, Proportionate of Immediate area abutting the main door after landing abutting the said premises Prorata right along with all Purchasers of premises in the said property in limited common area i.e. to say Staircase, Entrance Hall, Lift, lift machine room (if

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
List of Amenities as per Annexure



SIGNED SEALED AND DELIVERED by the )  
withinnamed "PROMOTER", )  
SAMROCK DEVELOPERS )  
through its Sole Proprietor )  
Mr. SAMEER R. VASHI )  
in the presence of... )

**FOR SAMROCK DEVELOPERS**  
*Xoshi*  
Proprietor

1. HEMALATHA BHASKARNA SHETTY )  
2. YADAV BABU SHETTY )

*Olly*

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SIGNED SEALED AND DELIVERED by the )  
withinnamed "PURCHASERS", )  
~~MRS. S. M/S. MRS.~~ Hesald )  
Enterprises. )  
in the presence of... )

**FOR HERALD ENTERPRISES**  
*[Signature]*  
PARTNERS

1. HEMALATHA BHASKARNA SHETTY )  
2. YADAV BABU SHETTY )

*[Signature]*  
*[Signature]*

*San*  
The Promoter

*[Signature]*  
The Purchaser(s)

AAR PEE  
CENTRE

RECEIVED of and from the withinnamed

Purchaser/s ~~MR. AAR S.~~ M/S. MRS. Herald

Enter paises

a sum of Rs. 19,00,000/- (Rupees Nineteen) Rs. 19,00,000/-

Less \_\_\_\_\_ only \_\_\_\_\_ )

being the earnest money or deposit amount \_\_\_\_\_ )

withinmentioned paid by him/her/them to us by \_\_\_\_\_ )

cash/cheque No. 033903 <sup>24-5-07</sup> date 20-6-07 \_\_\_\_\_ )

drawn on IDBI Bank \_\_\_\_\_ )



FOR SAMROCK DENTAL OPD

Molly  
(Proprietor)

₹ 19,00,000/-
₹ 290
₹ 000

33

SM  
The Promoter

\_\_\_\_\_  
The Purchaser(s)

ANNEXURE - II

MUNICIPAL CORPORATION OF GREATER BOMBAY  
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 5123 /BS/MS/AH/AK of 27 MAY 1998  
COMMENCEMENT CERTIFICATE

"This I.O.D./G.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act, 1976

To, M/s. Containers and Tubes  
Mumbai



Sir,

With reference to your application No. — dated 5-1-1998  
Permission and grant of Commencement Certificate under Section 44 & 69 of the  
and Town Planning Act 1966, to carry out development and building permission under Section 346 of the  
Bombay Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Factory Bldg CTS No. 70  
at premises at Street — village Mulgaon  
Plot No. — situated at Andheri (East).  
Ward K-EAST.

The Commencement Certificate/Building Permit is granted on the following conditions:-

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you.

5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapses shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:-
- (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

CERTIFIED TRUE COPY

VARDHA K. CHARI  
M. C. G. B. - LIC. NO. C-59

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ANNEXURE - III

**D.S.A.**

**DIVYA SHAH ASSOCIATES**  
Advocates and Solicitors

DMS/ 000327 /2006

15<sup>th</sup> May 2006.

TO WHOMSOEVER IT MAY CONCERN

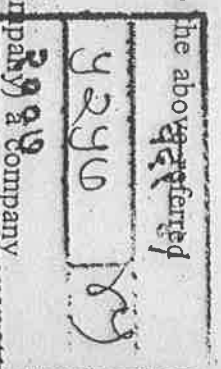
Re: ALL THAT piece or parcel of land or ground now admeasuring 1815 sq.yards equivalent to 1518 sq.mts or thereabouts bearing Survey No. 59, Hissa No. 12, CTS No. 70. situate,lying and being at Village Mulgaon, Andheri (East), M.I.D.C. Andheri (East), Mumbai 400 093, Mumbai Suburban District.



We have investigated the title of Samrock Developer a Proprietorship concern having its office at 702, Samrock Apartments, Opp. Syndicate Bank, Cuffi Chowk, Lane (Juhu lane), Andheri (West), Mumbai 400 058 as to above referred property causing to publish public notices through Divya Shah Associates Solicitors in two newspapers Free Press in its issue dated 6/05/2005 and Mumbai Samachar in its issue dated 06/05/2005 and also by causing to take searches in the office of Sub-Registrar of Assurances both at Bandra and Mumbai for 44 years i.e for 1961 to 2005 and we hereby confirm that we have not found any clog registered in respect of the above property in the office of Sub-Registrar of Assurances at Bandra and Mumbai. We hereto confirm that we have not received any objection in response to the said public notices.

We have also perused the original title deeds relating to the above referred property and on the basis of the same we have to state as follows:-

1. One Jal Private Ltd. (hereinafter referred to as the company) a company incorporated under the provision of Companies Act, 1956 having its Registered Office at Kablipore, Navsari District, Navsari, in the state of Gujarat and having its administrative office at Subhash Road, "A" Vile Parle (East), Mumbai 400 057, a sole proprietor of M/s Container and Tubes Company was seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing S. No. 59,



*(Sd/-) Sanjay Kulkarni, Assistant Registrar, Mumbai, 15th May 2006. All correspondence to be addressed to Head Office)*

HEAD OFFICE 6, Bhagyoday Building 79, Nagindas Master Road, Fort, Mumbai 400 001. Tel: 22675858, 22675859, 22624653. Fax: 22624683  
BRANCH OFFICE 'Swagatani', 4th Floor, Plot No. 141, S. V. Road, Opp. Khar Police Station, Khar (W), Mumbai 400 052. Tel.: 26492218 / 19 Fax: 26492220

Email: dshah@dsaindia.com

ANNEXURE - III

H. No. 12 C.T.S No. 70 admeasuring 1815 sq. yards equivalent to 1518 sq. mtrs or thereabout situate, lying and being at Village Mulgaon, M.I.D.C. Andheri (East), Mumbai 400 093 in the registration district of Mumbai City and Mumbai Suburban.

2. By an Indenture of Conveyance dated 24<sup>th</sup> January 2006 executed by and between the said Company (therein referred to as the Vendors of the One Part) and the Samrock Developers (therein referred to as the Purchaser of the other part) and registered with the office of Sub- Registrar of Assurances at Bandra under Serial No. BDR-4/554/2006, the said company did thereby sell, transfer and convey its right, title and interest in the said property to the Samrock Developers for the consideration and on the terms and conditions set out therein.

On the basis of the aforesaid we hereby certify that title of Samrock Developers, is clear marketable and free from encumbrances whatsoever.

Dated this 15<sup>th</sup> day of May, 2006.

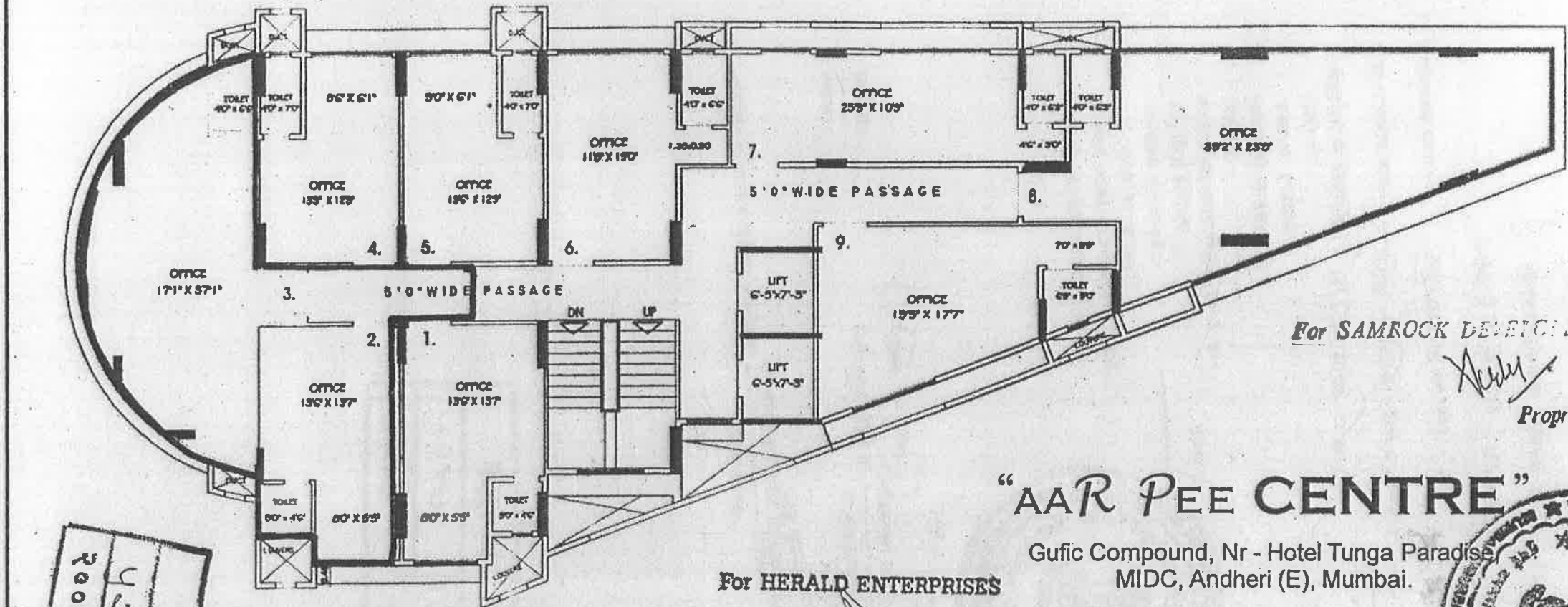


Yours faithfully,  
For Divya Shah Associates

*Divya Shah*  
Partner.

बंदर-81	
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ANNEXURE - IV



Handwritten notes in a box:  
 18-11b  
 18-11b  
 18-11b

Typical Floor Plan

For SAMROCK DEVELOPERS  
*Handwritten signature*  
 Proprietor

"AAR PEE CENTRE"

Gufic Compound, Nr - Hotel Tunga Paradise  
 MIDC, Andheri (E), Mumbai.

For HERALD ENTERPRISES  
*Handwritten signature*  
 PARTNER



Office No. 502-503 on 5<sup>th</sup> Floor