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Unit/Garage/Parking Space No **106**.....

AGREEMENT

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For

Sale of Unit/Garage/Parking Space
on ownership basis
in

Shiv Ashish Complex

at

Kurla Andheri Road,
Sakinaka, Bombay 400 072.

by

Messrs Majethia Builders
10 Satyam 4 Nathpai Nagar
Ghatkopar (East)
Bombay 400 077

नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक, मुंबई

जुने जकात घर तळमजला डि.डि.इमारत, राहीव भगतसिंग मार्ग, फोर्ट, मुंबई-२३ फोन नं २६३०७४२-२६६२८५३ विस्तार क्र ३१

क्रमांक-3900-3990/

दिनांक:- 5/ 6/ 02

प्रति,

सह दुय्यम निबंधक, अंधेरी १

विषय:- नगरभूमापन क्रमांक, १६५७ फ

मौजे मरोळ तालुका अंधेरी

शिघ्र सिद्धगणक २००१-०२ मध्ये समाविष्ट करणेबाबत

वद-४/	
०६०३	१ ३०
२००२	

उपरोक्त विषयान्वये कळविण्यात येते की, नगरभूमापन क्रमांक १६५७ फ हा विभाग क्रमांक ४९/२४५ मौजे मरोळ तालुका अंधेरी या विभागात असल्याचे प्रमाणपत्र उपसंचालक नगररचना यांनी दिलेवरून सदर नगरभूमापन क्रमांक सन २००१-०२ चे शिघ्र सिद्धगणकामध्ये समाविष्ट करण्यात येत आहे. आपले कार्यालयातील शिघ्र सिद्धगणकाचे प्रतीमध्ये कायम स्वरूपी नोंद घेण्यात यावी.

यापुढे सह दुय्यम निबंधक यांनी सदर भूमापन क्रमांक बाबत या कार्यालयाचे किंवा उपसंचालक नगररचना यांचे पत्र मिळाले की, तसेच



नोंदणी उपमहानिरीक्षक
व मुद्रांक उप निबंधक, मुंबई

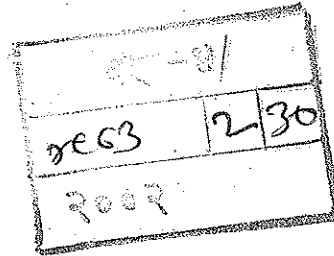
काहना

प्रत १. दुय्यम निबंधक व प्रशासकिय अधिकारी, बांदे यांना कार्यवाहीस्तव

✓ र. श्री. निवेश के राणा, गोरगमन (E), B. E.

videocon Properties Ltd

Rs 12,450/-



THIS AGREEMENT made at Bombay this 31st day of July 2002 between Messrs Majethia Builders a firm registered under the Indian Partnership Act 1932 having their address at 10 Satyam Nathpai Nagar Ghatkopar (East) Bombay 400 077 hereinafter referred to as the Promoters' (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm their survivors or survivor and the heirs executors administrators and assigns of such last survivor) of the one part and VIDEOCON PROPERTIES LTD. of Bombay Indian Inhabitant/a firm registered under the Indian Partnership Act 1932/a Company registered under the Companies Act 1956 having his/her/their address at 305/6, 3rd Fl, House of Lords, 15/16 Marks Rd, Aurangabad hereinafter referred to as the 'Purchaser' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their executors administrators and permitted assigns/ the partners for the time being of the said firm their survivors or survivor and the heirs executors and administrators of such last survivor/their successors and assigns) of the other part

GENERAL STAMP OFFICE
TOWN HALL, FORT,
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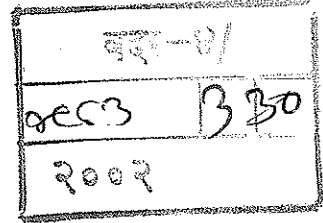
RS 112450/-
25.7.2002

SPECIAL ADHESIVE

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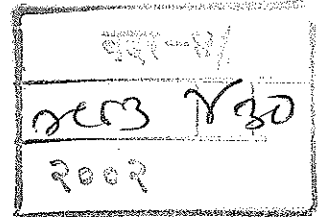
BY SUPERINTENDENT OF STAMPS,
BANDRA.

R.No. 2 Rs 112450/- One Lakh Twelve Thousand Four Hundred and Fifty only

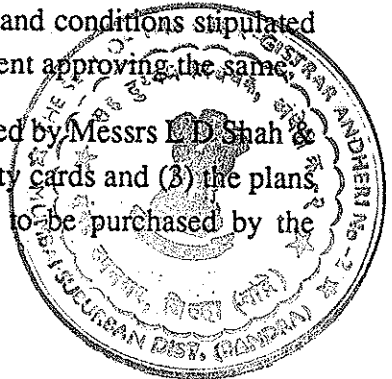


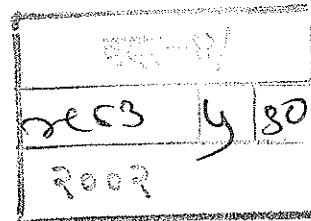
WHEREAS

- a Prior to 1967 (1) Sudhirkumar Baburam Hari (2) Manohar Baburam Hari (3) Ramanidevi Jaswantrai Gulati (4) Sumitradevi Hari and (5) Jaswantrai Deshraj Gulati (hereinafter referred to as the Owners) were seized and possessed of or otherwise well and sufficiently entitled to a plot of land situate at Kurla-Andheri Road Sakinaka Bombay bearing S no 90 H no 1 CTS no 1657/F admeasuring about 5933 sq yds i e 4950.50 sq mts in the district and registration sub-district of Bombay city and Bombay suburban more particularly described in the schedule hereunder written (hereinafter referred to as the said 'Plot') each of them except (1) Ramanidevi Jaswantrai Gulati and (2) Jaswantrai Desraj Gulati having 1/4th share therein and each of the said (1) Ramanidevi Jaswantrai Gulati and (2) Jaswantrai Desraj Gulati having 1/8th share therein;
- b By a Conveyance dated 20th June 1973 lodged for registration with the sub-registrar at Bombay the said Sudhirkumar Baburam Hari sold and conveyed his 1/4th share right title and interest in the said Plot to the said Malik Electronics Pvt Ltd;
- c The said Manohar Baburam Hari one of the co-owners of the said property filed a suit being HC Suit no 499 of 1973 in the High Court of Judicature at Bombay against his co-owners and others inter-alia for partition and possession of his 1/4th share right title and interest in the said Plot and for other reliefs;
- d By an order dated 29th November 1973 passed on the notice of motion taken out by the said Manohar Baburam Hari in the said H C Suit no 499 of 1973 the Court Receiver High Court Bombay was appointed the receiver of the said Plot;
- e The said H C suit no 499 of 1973 was decreed on 11th September 1985 directing the Court Receiver inter-alia to sell the said Plot;
- f By an order dated 17th January 1990 on Court Receiver's report dated 28th September 1989 the Hon'ble Mr Justice Varadachari accepted the Promoters highest offer of Rs 1,25,00,000/- and directed the Court Receiver to complete the sale of the said Plot in favour of the Promoters;
- g From the time to time the Promoters paid to the Court Receiver the said sum of Rs 1,25,00,000/- being the entire consideration and on about 17th March 1990 the Court Receiver handed over vacant possession of the said Plot to the Promoters as purchasers thereof;



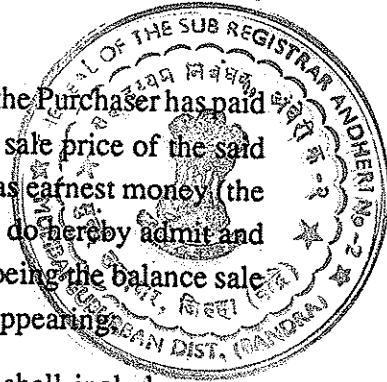
- h In the events that have happened a above the Promoters have become entitled to the said Plot and are in exclusive possession of the same;
- i The plans for construction of service industrial estate on the said Plot have been sanctioned by the municipal authorities;
- j The Promoters intend to complete the project of developing the said Plot by completing construction of the said Service Industrial Estate according to the said sanctioned Service Industrial Estate plans with such variation or amendment to the same as the Promoters may in their absolute discretion deem fit and proper;
- k In the circumstances here in abov mentioned the Promoters are entitled to and enjoined upon to construct the said Service Industrial Estate on the said Plot in accordance with the said sanctioned plans;
- l The Promoters alone have the sole and exclusive right to sell the units in the said Service Industrial Estate under construction by the Promoters on the said Plot and to enter into agreements with the Purchasers of Units and to receive the sale price in respect thereof;
- m The Purchaser demanded from the Promoter and the Promoters have given to the Purchaser inspection of all the documents of title relating to the said including the plans design and specifications and of such other documents as are specified under the Maharashtra Ownership Flats Act (Regulation of the Promotion and Construction Sale Management and Transfer) Act 1963 (hereinafter referred to as 'the said Act') and the rules made thereunder;
- n The Purchaser has satisfied himself about the title to the said Plot and shall not make further investigation of title to the said Plot and no requisition or objection shall be raised on any matter relating thereto and that the Purchaser hereby accepts the title to the said Plot;
- o The elevations sections plans and the specifications and details of the said Service Industrial Estate have been approved by the concerned local authority on the terms and conditions stipulated and restriction mentioned in the document approving the same;
- p The copies of (1) certificate of title issued by Messrs L.D. Shah & Co Advocates and Solicitors (2) property cards and (3) the plans, and specifications of the Unit agreed to be purchased by the





Purchaser and approved by the concerned local authority have been annexed hereto;

- q The Promoters declare that the Floor Space Index at present available in respect of the said Plot is about 4221.06 sq mts and that no part of the said floor space index has been utilised elsewhere;
- r Area of the said Plot exempted by ULC is 4631.06 sq mts set back area of the said Plot is 531.11 sq mts and area of about 410 sq mts of the said Plot is reserved for recreation ground;
- s FSI to the extent of 4220.54 sq mts (built up area) shall be utilised constructing the said Service Industrial Estate as per the said sanctioned Service Industrial Estate plans on the said Plot;
- t The Promoters desire to retain for their own purpose the units no 18 to 31 on the ground floor and units no 118 to 131 the first floor and units no 218 to 231 on the second floor of the said Service Industrial Estate or any other units (hereinafter referred to as the units retained by Promoters) and not sell the same;
- u The Promoters have informed the Purchasers that part of the said Plot shown on verticle lines on the plan "B" hereto annexed, admeasuring about 1100 sq mts (hereinafter referred to as the portion of the said plot) on which the said units no 18 to 31 on the ground floor of the said Service Industrial Estate abutt shall be for the exclusive use of the Promoters as holders of the said units no 18 to 31 on the ground floor or as holder of any other unit for the time being retained by the Promoters;
- v The Purchaser applied to the Promoters for allotment to the Purchaser of the Unit no 106 on 1st floor of the said Service Indtrial Estate ;
- w Relying upon the said application the Promoters have agreed to sell to the Purchaser the said Unit at the price at on the terms and conditions herein after appearing;
- x On or before the execution of these presents the Purchaser has paid to the Promoters not exceeding 15% of the sale price of the said Unit being a sum of Rs 105000/- as earnest money (the payment and receipt whereof the Promoters do hereby admit and acknowledge) leaving Rs 595000/- being the balance sale price to be paid in the manner herein after appearing;
- y In the foregoing agreement the term Unit shall include garage



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parking space or any other premises hereby agreed to be sold. The term purchaser shall include garage purchaser parking space purchaser or purchaser of any other premises hereby agreed to be sold and shall also include the plural and the feminine gender of the purchaser;

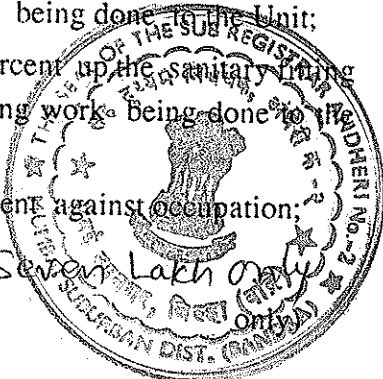
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS follows:

1 The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser a Unit no 106 of carpet area 360 sq ft (inclusive of the balconies if any) on FIRST floor (hereinafter referred to as the said 'Unit') of the said Service Industrial Estate to be constructed on the said plot of land situate at Kurla-Andheri Road Sakinaka Bombay bearing S no 90 H no 1 C T S no 1657/F admeasuring about 5933 sq yds i e 4950.50 sq mts in the district and registration sub-district of Bombay city and Bombay suburban (hereinafter referred to as 'the said Service Industrial Estate') for the price of Rs 7,00,000/- /-. The Purchaser hereby agrees to pay to the Promoters Rs 7,00,000/- /- being the said purchase price in the manner as follows:

- i Rs 1,05,000/- /- being 15 percent paid on or before execution hereof as earnest money;
- ii Rs 70,000/- /- being 10 percent on casting of the plinth of the said building;
- iii Rs 1,40,000/- /- being 20 percent on casting of slab over the said Unit;
- iv Rs 49,000/- /- being 7 percent on walls of the said Unit being constructed;
- v Rs 70,000/- /- being 10 percent on the doors and windows being fixed to the said Unit;
- vi Rs 49,000/- /- being 7 percent on the flooring of the Unit being completed;
- vii Rs 49,000/- /- being 7 percent on the plaster (internal and external) being done to the Unit;
- viii Rs 70,000/- /- being 10 percent on the sanitary fitting and plumbing work being done to the Unit; and
- ix Rs 98,000/- /- being 14 percent against occupation;

Total Rs 7,00,000/- /-

(Rupees Seven Lakh only)



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2 The Promoters shall construct the said Service Industrial Estate consisting of ground and upper floors on the said Plot in accordance with the Service Industrial Estate plans and designs which have been seen and approved by Purchaser or in accordance with the amendments variations and modifications that may be made by the Promoters from time to time to the same. The Promoters shall be entitled to make such variations and modifications to the said sanctioned plans for Service Industrial Estate as the Promoters may consider necessary or as may be required by the concerned local authority Provided That the Promoters shall obtain prior consent in writing of the Purchaser in respect of such variations or modifications if it adversely affects the said Unit.

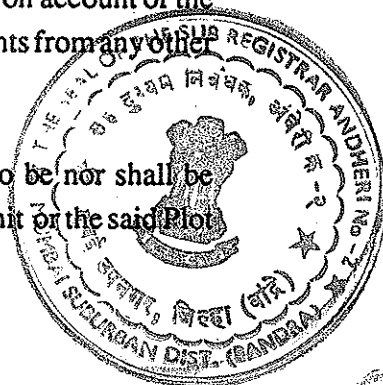
3 The Promoters shall observe perform and comply with all the terms conditions stipulations and restrictions if any subject to which concerned local authority have sanctioned the said plans and shall before handing over possession of the said Unit to the Purchaser obtain from the concerned local authority occupation and/or completion certificate in respect of the said Unit.

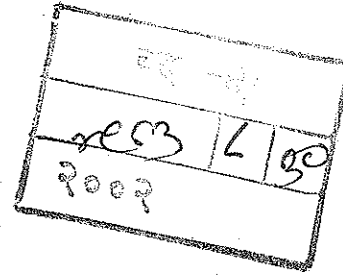
4 The Promoters hereby reserve the rights to utilise balance FSI if any of the said Plot by construction of the tenements on any other Plot by way of transfer of Development Rights (TDR).

5 The Promoters shall furnish to the Purchaser all the detailed particulars of part of the floor space index of the said Plot if any utilised elsewhere. The Promoters shall disclose to the Purchaser the particulars of the floating floor space index or TDR if any utilised by them while developing the said Plot. The Promoters shall be entitled to utilise the balance FSI if any or the additional FSI that may be available in respect of the said Plot by constructing an addition or annexe to the said Service Industrial Estate or by construction of tenements anywhere else on the said Plot.

6 The Promoters shall be entitled to construct additional Premises on the Service Industrial Estate on the said Plot to utilise the further FSI that may be available in respect of the said Plot on account of the relaxation or amendments to the Service Industrial Estate regulations or on account of the Promoters acquiring said FSI by transfer of development rights from any other party and sell such Premises on ownership basis.

7 Nothing contained in this agreement is intended to be nor shall be construed as grant demise or assignment in law of the said Unit or the said Plot



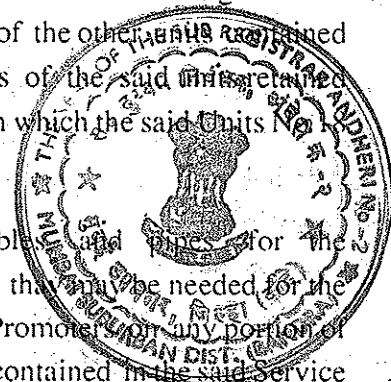


and Service Industrial Estate thereon. The Purchaser shall have no claim to any other portion of the said Service Industrial Estate save and except in respect of the said Unit. All open spaces parking spaces lobbies staircases terraces recreatio spaces garages stilt portion unutilised FSI or additional FSI which may hereafter become available will remain the property of the Promoters until the said Service Industrial Estate and the said Plot or the adequate part of the said Plot is transferred to the Organisation as hereinbefore mentioned and that upon the said Plot and the Service Industrial Estate thereon being transferred to the said Organisation as aforesaid the documents to transfer the same shall contain necessary covenant reserving to the Promoters aforesaid rights or such of them as the Promoters may desire.

8 The Promoters will except the said units retained by the Promoters sell all tenements in the said Service Industrial Estate that will be constructed on the said Plot on ownership basis with a view ultimately that the purchasers of all such tenements contained in the said Service Industrial Estate should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act 1960 or they should incorporate a limited company under the Companies Act 1956 themselves being its only members (hereinafter referred to as the organisation) and upon each of the members of such organisation paying in full the amounts payable by them for purchase of such Units and otherwise observing the terms and conditions to be observed and performed by each of such purchasers of the Units the Promoters shall subject to the permission under the Urban Land (Ceiling and Regulation) Act 1976 convey or cause to be conveyed the said Plot with the Service Industrial Estate thereon except the portion of the said plot on which the said units no 18 to 31 on the ground floor retained by the Promoters abutt to such organisation or submit the said Plot with the Service Industrial Estate thereon except as aforesaid to the provisions of the Maharashtra Apartment Ownership Act.

9 The Promoters will have an option to be members of the organisation which the Purchasers along with the Purchasers of the other units retained in the said Service Industrial Estate, as holders of the said units retained by the Promoters with a portion of the said Plot on which the said Units No 18 to 31 retained by the Promoters abutt.

10 The Promoters shall have right to lay cables and pipes for the telephone electricity water or any other services that may be needed for the utilisation of the said units to be retained by the Promoters on any portion of the said Plot and the purchasers of the other units contained in the said Service Industrial Estate or the organisation that may be formed by them shall have similar right to lay the cables or pipes under the said portion of the said Plot



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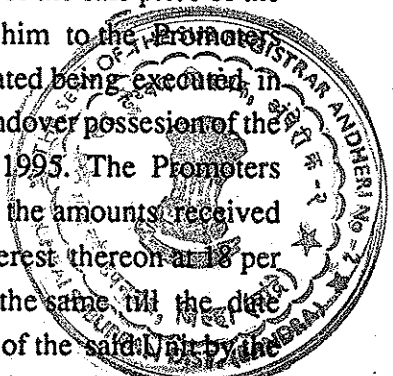
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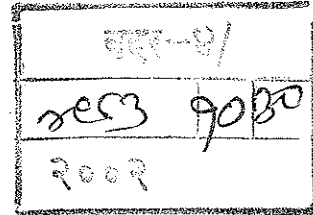
on which the said units No 18 to 31 retained by the promoters abutt and the conveyance that will be granted of the said Plot except as above, shall contain the necessary covenants in that behalf.

11 Without prejudice to his obligations and liabilities that may arise in that event the Purchaser shall be liable to pay to the Promoters the interest at the rate of 24 percent per annum on all the amounts that may become payable by the Purchaser to the Promoters under the terms of this agreement from the due date of such amounts till the date of its payment if default is committed in making payments of the amounts due on their respective due dates.

12 On the Purchaser committing (a) default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement (including proportionate share of taxes levied by concerned local authority or any other outgoings) or (b) on breach of any of the terms and conditions herein contained the Promoters shall be entitled at their own option to terminate this agreement PROVIDED always that power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement mentioning therein the specific default or breach on which such notice may have been found and if such breach or default may not have been remedied within reasonable time provided further that upon termination of this agreement as aforesaid the Promoters shall refund to the Purchaser the installments of said price of the said Unit which may till then have been paid by the Purchaser to the Promoters. The Promoters shall not be liable to pay to the Purchaser any interest on the amount so refunded. Upon termination of this agreement and refund of aforesaid amount the Promoters shall be at liberty to dispose of and sell the said Unit to such person at such price as the Promoters may in their absolute discretion think fit.

13 Subject to the Purchaser making full payment of the sale price of the said Unit and all other amounts hereunder payable by him to the Promoters and subject to the conveyance as is hereby contemplated being executed in favour of the said Organisation the Promoters shall handover possession of the Unit to the Purchaser on or before 31st December 1995. The Promoters shall be liable on demand to refund to the Purchaser the amounts received by them in respect of the said Unit with simple interest thereon at 18 per cent per annum from the date the Promoters received the same till the date of repayment if the Promoters fail to give possession of the said Unit by the aforesaid date to the Purchaser on account of reasons beyond their control provided Further that the dispute if any between the parties hereto about the breach of the stipulations specified in Section 8 of the Maharashtra Ownership





Flats Act will be referred to the arbitration of the competent authority. Till the entire amount and interest thereon is refunded by Promoters to the Purchaser the same shall subject to prior encumbrances if any be a charge on the said Plot and the Service Industrial Estate that may have been constructed or that may be under construction thereon Provided Further that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date if the completion of the said Service Industrial Estate is delayed on account of :

- (i) Non-availability of steel cement and other building material water or electricity ;
- (ii) War civil commotion or act of God; and
- (iii) Any notice under notification of the government and or other public or competent authority.

14 The Purchaser shall take possession of the said Unit within seven days of the Promoters giving written notice to the Purchaser intimating that the Unit is ready for use and occupation.

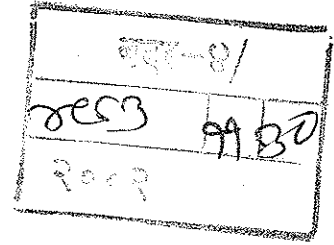
15 Under no circumstance the Promoters will handover possession of the Unit to the Purchaser before formation of the Organisation and execution of the conveyance as is hereby contemplated. The possession of the said Unit shall be handedover to the Purchaser by the Promoters only after formation of the Organisation and execution of the conveyance as is hereby contemplated.

16 If the Purchaser brings to the notice of the Promoters any defect in the Unit or in the said Service Industrial Estate or the materials used therein or any unauthorised change in the construction of the said Service Industrial Estate within a period of three years from the date of handingover the Unit then wherever possible such defects or unauthorised changes shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorised changes then the Purchaser shall be entitled to receive from the Promoters reasonable compensation for such defect or change.

17 The Purchaser shall use the Unit or any part thereof or permit the same to be used only for the purpose of office business or parking or for any other purpose that may be permitted by the concerned local authority. The Purchaser shall use the garage or parking space if any allotted to him along with the said Unit only for the purpose of keeping or parking his own vehicles. The Purchaser shall not use the said Unit for any other purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring premises or for any illegal or immoral purposes.

18 The Promoters shall be entitled to sell the Unit in the said Service Industrial Estate for the purposes of using the same as banks dispensaries

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nursing homes maternity homes coaching classes restaurant hall or for any other non-residential purposes and the Purchaser shall not object to the use of the other premises in such Service Industrial Estate for aforesaid purposes by the Purchasers thereof.

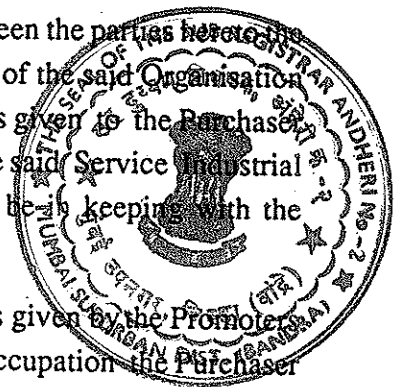
19 In case the Purchaser gives the said Unit on leave and licence basis or on any other basis and if on that account the municipal authority or any other authority charges the municipal or other taxes at an increased rate the Purchaser hereby agrees to pay such increased municipal taxes in respect of the said Unit. In case the Purchaser fails to pay such increased municipal taxes the Purchaser shall alone be liable for all the consequences whether directly or indirectly or remotely from such non-payment.

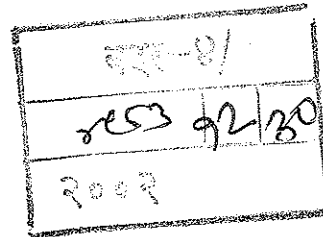
20 The stamp duty registration charges and all other costs of and incidental to the conveyance and other documents to be executed in favour of the said Organisation as is hereby contemplated shall be borne and paid prior to the possession of the said Unit to him by the Purchaser as ascertained and fixed by the Promoters.

21 The Purchaser along with other purchasers of Units in Service Industrial Estate shall join in forming and registering the said organisation to be known by such name as the Purchaser along with the Purchasers of the other tenements contained in the said Service Industrial Estate may decide. The Purchaser shall sign and execute the application for registration application for membership bye-laws and other papers and documents and do all other acts deeds matters and things necessary for the formation and the registration of the said Organisation. The Purchaser shall not have any objection to change or modification if any made in the usual or model bye-laws or the Memorandum and Articles of Association of the said Organisation by the Promoters.

22 Unless it is otherwise agreed to by and between the parties hereto the Promoters shall within four months of registration of the said Organisation as aforesaid and before possession of the said Unit is given to the Purchaser convey to such Organisation the said Plot with the said Service Industrial Estate by executing conveyance thereof which shall be in keeping with the terms and provisions of this agreement.

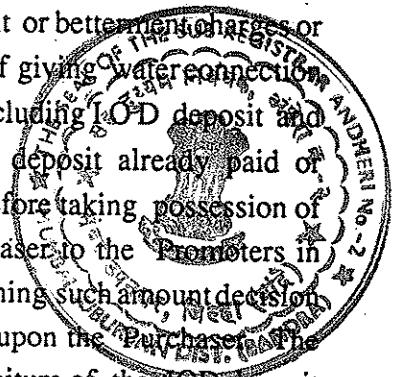
23 Commencing a week after notice in writing is given by the Promoters to the Purchaser that the Unit is ready for use and occupation the Purchaser shall be liable to bear and pay to the Promoters the proportionate share (i.e. the proportion to the floor area of the Unit to the floor area of the said Service Industrial Estate) of outgoings namely local taxes betterment charges water charges insurance premium charges for common lights repairs

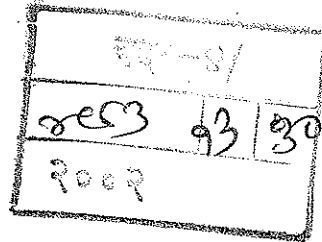




salaries of clerks bill collectors chowkidars sweepers and such other charges as may be levied by the concerned local authority and/or government in respect of the said Plot or a part thereof as the case may be and Service Industrial Estate that may be constructed thereon and all other expense necessary of and incidental to the management and maintenance of the same until the said Organisation is formed and the said Plot or a part thereof as the case may be and the Service Industrial Estate thereon is transferred to it. The Purchaser shall pay such proportionate share in outgoings as may be determined by the Promoters. Till his share in outgoings is determined the Purchaser shall pay to the Promoters provisional monthly contribution at Rs / - towards the said outgoings. The Purchaser shall before possession of the said Premises is handedover to him deposit and keep deposited with the Promoters a sum of Rs 5,000/- as security for regular payment of the dues payable under the foregoing Clause. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters subject to the disbursement thereout for the purpose aforesaid until the necessary document of transfer is executed in favour of the said Organisation as aforesaid. Subject to the Provisions of Section 6 of the said Act on such document of transfer being executed the balance of the said amount if any with the Promoters shall be paid over by the Promoters to the said Organisation. The Purchaser shall pay such provisional monthly contribution and such proportionate share of outgoings regularly on the fifth day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Promoters shall render the account of the said amount to the said Organisation upon execution of the document of transfer in its favour as above. The Purchaser shall have no right of account of the said amount.

24 Any amount by way of premium or security deposits to the Bombay Municipal Corporation or to the State Government or betterment charges or development tax security Deposit for the purpose of giving water connection or any other tax or payment of a similar nature including LOD deposit and electric deposit occupation deposit or any other deposit already paid or that may hereafter be paid by the Promoters before taking possession of the said Unit shall be reimbursed by the Purchaser to the Promoters in proportion to the area of the said Unit and in determining such amount decision of the Promoters shall be conclusive and binding upon the Purchaser. The Promoters shall not be responsible for the forfeiture of the LOD deposit or any other penalty or fine imposed by the concerned local authority or the government on account of unauthorised alteration or addition that may be made by the Purchaser or by the Purchasers of any other premises contained in the said Service Industrial Estate on the said Plot. To secure the Promoters





the payment or reimbursement of the deposit or payment made or that may hereafter be made as referred to in this paragraph the Purchaser shall deposit with the Promoters a sum of Rs 5,000/-.

25 The Purchaser shall reimburse to the Promoters Rs 5,000/- or such other amount if any that may be paid to or deposited with the Bombay Suburban Electric Supply Ltd as cable charges or deposit for any other purpose.

26 The Purchaser shall on or before possession of the said Unit to him pay or deposit and keep deposited with the Promoters the following amounts:

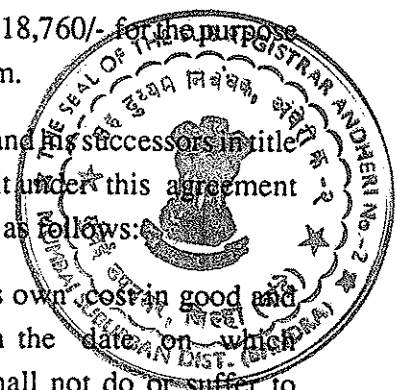
- i Rs 1,000/- as legal charges for this agreement;
- ii Rs 260/- for share money application entrance fee of the society or Limited Company;
- iii Rs 2,500/- legal charges for formation and registration of the society or Limited Company and document of transfer in favour of the said Organisation;
- iv Rs 5,000/- as security for payment of proportionate share in maintenance taxes and other charges and outgoings;
- v Rs 5,000/- As security for payment or reimbursement of various deposits paid or to be paid by the Promoters;
- vi Rs 5,000/- as security for payment or reimbursement of the amount that may be paid or deposited with Bombay Suburban Electric Supply Ltd;

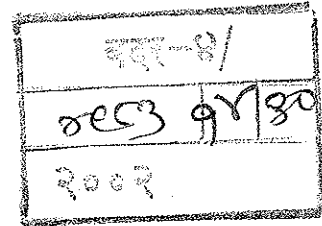
Total Rs 18,760/- (Rupees Eighteen thousand seven hundred and sixty only).

27 The Promoters shall utilise the said sum of Rs 18,760/- for the purpose for which the same may have been recovered by them.

28 With intention to bind the Purchaser himself and his successors in title who may for the time being be entitled to the benefit under this agreement the Purchaser hereby covenants with the Promoters as follows:

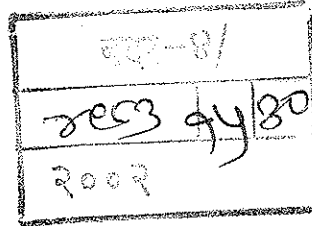
- a To maintain the Unit at the Purchaser's own cost in good and tenantable repair and condition from the date on which possession of the said Unit is taken and shall not do or suffer to be done anything in or to the said Service Industrial Estate its staircases or its passages which may be against the rules regulations or bye-laws of the concerned local or any other authority or change or alter or make addition in the said Unit or to the said Service Industrial Estate;





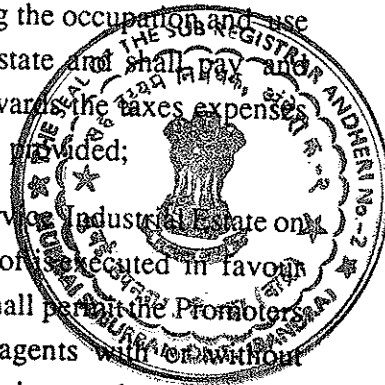
- b Not to store in the said Unit any goods which may be of hazardous combustible or dangerous nature or which may be so heavy as to damage the construction or structure of the said Service Industrial Estate or otherwise objectionable to the concerned local or other authority;
- c Not to carry or cause to be carried any heavy package which may damage or is likely to damage the staircase common passage or any other structures of the said Service Industrial Estate including its entrance;
- d To carry out at his own cost all internal repairs to the said Unit and maintain it in the same condition state and order in which it was delivered by the Promoters to the Purchaser;
- e Not to do or suffer to be done anything in or to the said Service Industrial Estate or the said Unit which may be against the rules and regulations and bye-laws of the concerned local authority or the public authority;
- f Not to demolish or cause to be demolished the Unit or any part thereof;
- g Not to do any addition or alteration of whatever nature in or to the Unit or any part thereof;
- h Not to change the elevation and outside colour scheme of the said Service Industrial Estate;
- i To keep the portion sewers drains pipes of the said Unit and appurtenances thereto in good and tenable repair and condition and in particular so as to support shelter and protect the other parts of the said Service Industrial Estate;
- j Not to chisel or in any other manner damage the columns beams walls slabs or R C C parts or other structural members of the said Unit without the prior written permission of the Promoters and/or the Organisation;
- k Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the said Service Industrial Estate or any part thereof or whereby any increased premium shall become payable in respect of such insurances;
- l Not to throw dirt rubbish rags garbage or other refuses or permit the same to be thrown from the said Unit in the compound

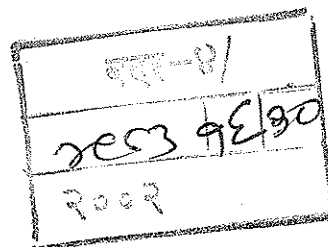




or any portion of the said Plot and the said Service Industrial Estate;

- m Without prejudice to the consequences or liability that may arise in that event to the Purchaser to bear and pay increase in local taxes water charges insurance and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the Unit by the Purchaser;
 - n Not to let sub-let transfer assign or part with the possession of the said Unit for Purchaser's interest or benefit under this agreement until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid-up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has obtained permission to that effect in writing from the Promoters;
 - o To observe and perform all the rules and regulations which the said Organisation may adopt at its inception and the additions alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Service Industrial Estate and the Units therein or otherwise;
 - p To observe and perform the existing Industrial Estates rules regulations and bye-laws of the concerned local authority and of government and other public bodies;
 - q To observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupation and use of the Unit in the Service Industrial Estate and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided;
 - r Till the document of transfer of said Service Industrial Estate on the said Plot or on adequate portion thereof is executed in favour of the said Organisation the Purchaser shall permit the Promoters and their architect and surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Unit to view and examine the state and condition thereof;
- 29 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit towards share capital for the formation of the said Organisation or towards the outgoings and legal charges and shall utilise the amounts only for the purpose for which they have been received.





30 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance of or giving of time to the Purchaser by the Promoters shall not be construed as waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

31 The original hereof shall remain with the Purchaser. The Purchaser shall present this agreement at the appropriate sub-registry for registration thereof and the Promoters will attend such sub-registry and admit execution thereof upon an intimation for the purpose being received from the Purchaser.

32 All the notices to be served on the Purchaser as contemplated by this agreement shall deemed to have been duly served if sent to the Purchaser by or under certificate of posting at his address specified hereinabove.

33 The Purchaser shall be entitled to the exclusive use of open car parking space no in the stilt portion/compound of the said Plot shown on the plan of the parking spaces annexed hereto only for the purpose of parking car.

34 The terrace space in front of or adjacent to the terrace Units if any in the said Service Industrial Estate shall belong exclusively to the respective Purchasers of the terrace flats and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the said Organisation as the case may be.

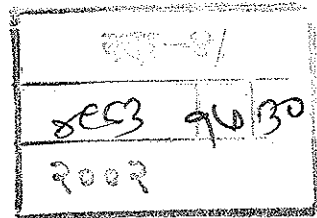
35 This agreement shall always be subject to the Provisions of the Maharashtra Ownership Flats Act (Mah Act No XLV of 1964) or Maharashtra Apartment Ownership Flats Act 1971 and the Rules made thereunder as the case may be.

36 The name of the said Service Industrial Estate shall always be "Shiv Ashish Complex".

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first herein above written.

THE SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground situate at Kurla Andheri Road Sakinaka Bombay bearing S no 90 H no 1 CTS no 1657/F admeasuring about 5933 sq yds i.e 4950.50 sq mts in the district and registration sub-district of Bombay City and Bombay Suburban and bounded as follows: On or



towards North by property belonging to Park Davis (India) Ltd, On or towards South partly by 40 ft private common road and partly by property bearing S no 80 H no 1 belonging to Tejpal Pvt Ltd, On or towards East partly by 40 ft private common road and partly by 30 ft private compound road and On or towards West by remaining property of Tejpal Pvt Ltd forming part of S no 90 H no 1.

SIGNED SEALED AND DELIVERED)
by the withinnamed PromotersMessrs)
Majethia Builders in the presence of)

For Majethia Builders

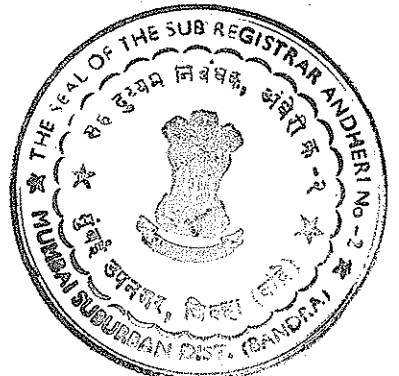
A. S. S. S.
Partner

[Signature]
SIGNED SEALED AND DELIVERED)
by the withinnamed Purchaser)
Videocon Properties Ltd.)
in the presence of)

VIDEOCON PROPERTIES LIMITED.

[Signature]
Authorized Signatory.

RECEIVED of and from the withinnamed)
Purchaser a sum of Rs 700,000/-)
(Rupees Seven Lakh Only only)
by cash/cheque no 634840)
dated 01/10/1994 drawn on)
Bank Branch)
being the earnest money to be paid to)
us as within mentioned)



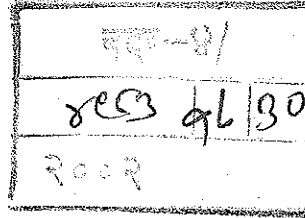
)Rs 700,000/-

WE SAY RECIEVED
For Majehtia Builders

A. S. S. S.
Partner
PROMOTORS

WITNESSES :

1 *[Signature]* (Dinesh K. Rana).
2 *[Signature]* (Chaxman D. Chargo)



TO WHOMSOEVER IT MAY CONCERN

1 Prior to 1967 (1) Sudhirkumar Baburam Hari (2) Manohar Baburam Hari (3) Ramanidevi Jaswantrai Gulati (4) Sumitradevi Hari and (5) Jaswantrai Deshraj Gulati (hereinafter referred to as the owners) were seized and possessed of or otherwise well and sufficiently entitled to a plot of land situate at kurla-Andheri Road Sakinaka Bombay bearing S no 90 H no 1 CTS no 1657/ F admeasuring about 5933bsq yds i.e. 4950.50 sq mts in the district and registration sub-district of Bombay city and Bombay suburban more particularly described in the schedule hereunder written (hereinafter referred to as the said 'plot') each of them except (1) Ramanidevi Jaswantrai Gulati and (2) Jaswantrai Desraj Gulati having 1/4th share therein and each of the said (1) Ramanidevi Jaswantrai Gulati and (2) Jaswantraj Desraj Gulati having 1/8th share therein.

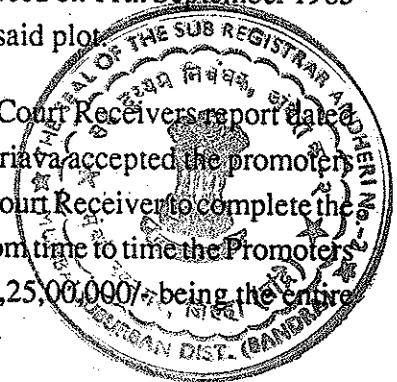
2 By a Conveyance dated 20th June 1973 lodged for registration with the sub-registrar at Bombay under no 1968 of 1993 the said Sudhirkumar Baburam Hari sold and conveyed his 1/4th share right title and interest in the said plot to the said Malik Electronics Pvt. Ltd.

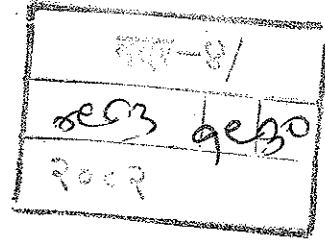
3 The said Manohar Baburam Hari one of the co-owners of the said property filed a suit being H C Suit no 499 of 1973 in the High Court of Judicature at Bombay against his co-owners and others inter-alia for partition and possession of his 1/4th share right title and interest in the said plot and for other reliefs;

4 By an order dated 29th November 1973 passed on the notice of motion taken out by the said Manohar Baburam Hari in the said H C Suit no 499 of 1973 the Court Receiver High Court Bombay was appointed the receiver of the said plot.

5 The said H C Suit no 499 of 1973 was decreed on 11th September 1985 directing the court Receiver interalia to sell the said plot.

6 By an order dated 17th January 1990 on Court Receiver's report dated 28th September 1989 the Hon'ble Mr. Justice Variava accepted the promoters highest offered Rs. 1,25,00,000/- directed to the Court Receiver to complete the sale of the said plot in favour of the promoters. From time to time the Promoters paid to the Court Receiver the said sum of Rs. 1,25,00,000/- being the entire consideration particulars whereof as follows:-





Sr no	Date	Cheque no	Name of Bank	Amount Rs
1	17.1.90	000691	Central Bank of India, Mulund	11,50,000/-
2	17.1.90	000692	Central Bank of India, Mulund	1,00,000/-
3	23.1.90	000713	Central Bank of India, Mulund	11,75,000/-
4	24.1.90	000722	Central Bank of India, Mulund	7,00,000/-
5	22.2.90	000780	Central Bank of India, Mulund	15,00,000/-
6	05.3.90	000818	Central Bank of India, Mulund	30,00,000/-
7	13.3.90	000845	Central Bank of India, Mulund	38,75,000/-
8	20.2.90	001721	New India Co.op. Bank Ltd. Ghatkopar	10,00,000/-

7 Upon the payment of Rs. 1,25,00,000/- being made as above, the Court Receiver High Court Bombay handed over vacant possession of the said property to Messrs Majethia Builders on 17th March 1990.

8 We have caused the searches to be taken and otherwise investigated title of the said property and in our opinion the same is free from all encumbrances.

Dated this 30th day of September 1992

For L D Shah and Co

Sd/-

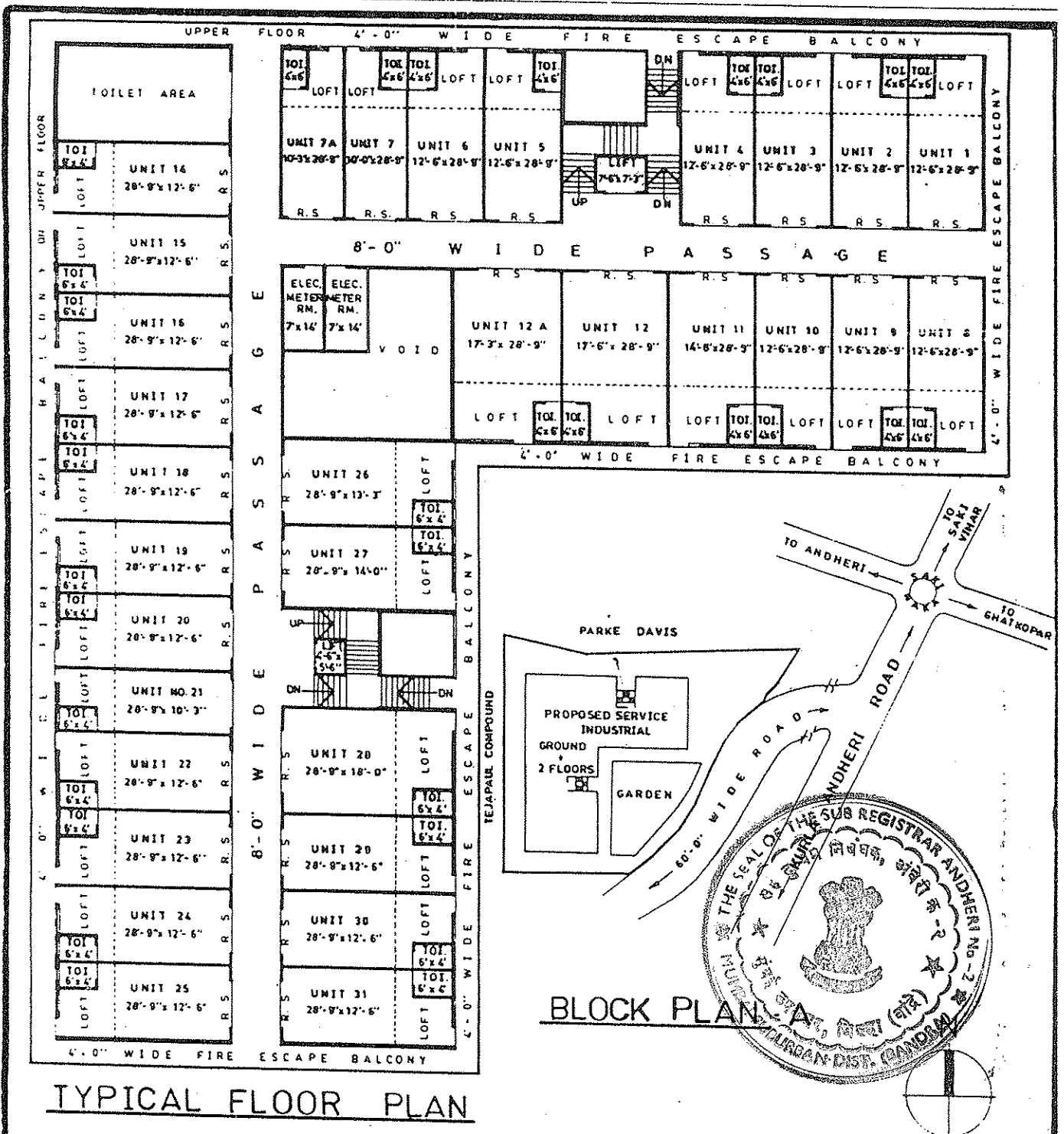
Partner

Advocates and Solicitors

A
Q



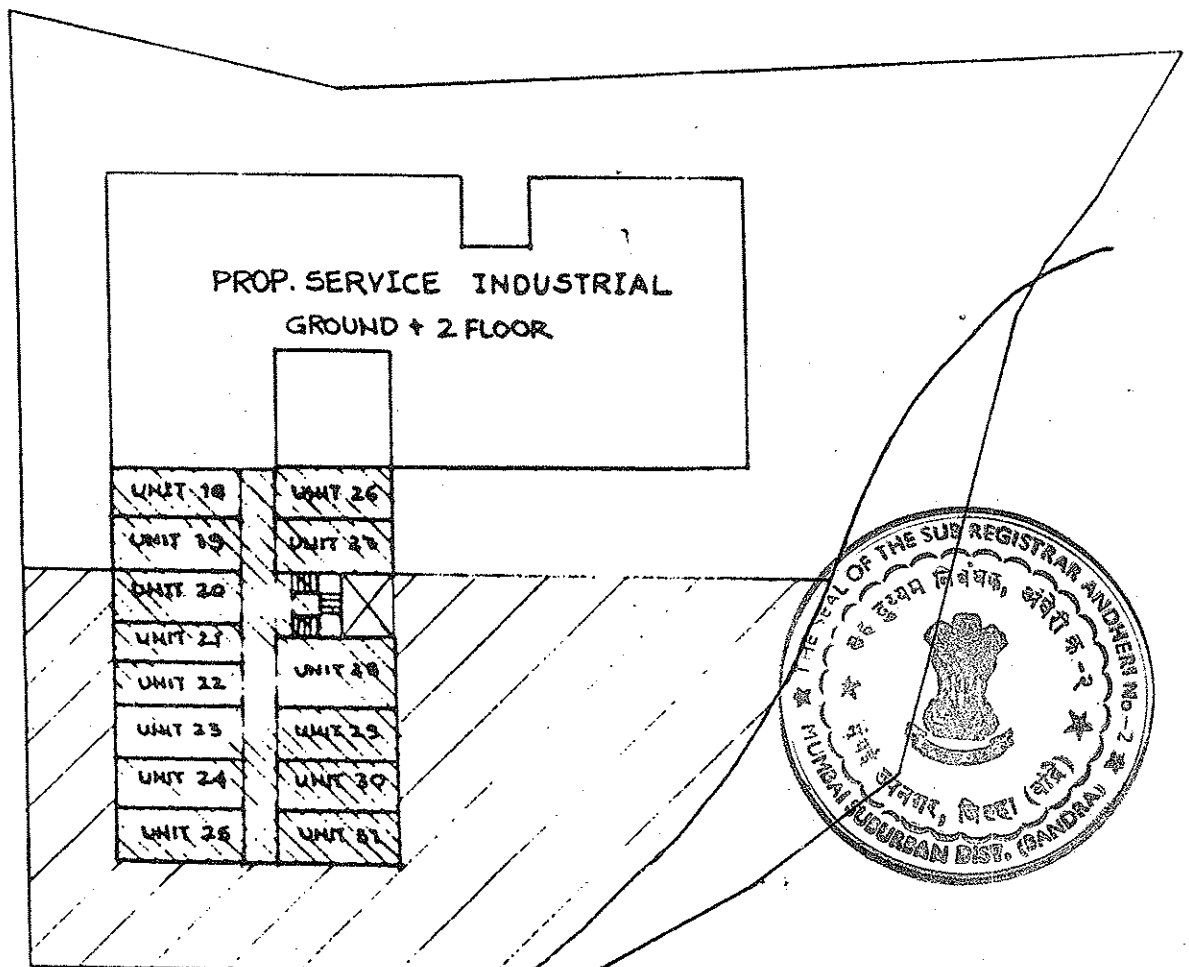
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PROPOSED SERVICE INDUSTRIAL ESTATE ON PLOT BEARING
C. T. S. NO. 1657-F OF VILLAGE MAROL, SAKI-NAKA, KURLA-(W.).

95-8/
2003 2230
2002

PLAN SHOWING PROP. SERVICE INDUSTRIAL ESTATE
OF PLOT BEARING C.T.S. NO. 1657-F OF VILLAGE
MAROL, SAKI-NAKA, KURLA-ANDHERI ROAD, KURLA-[W.]

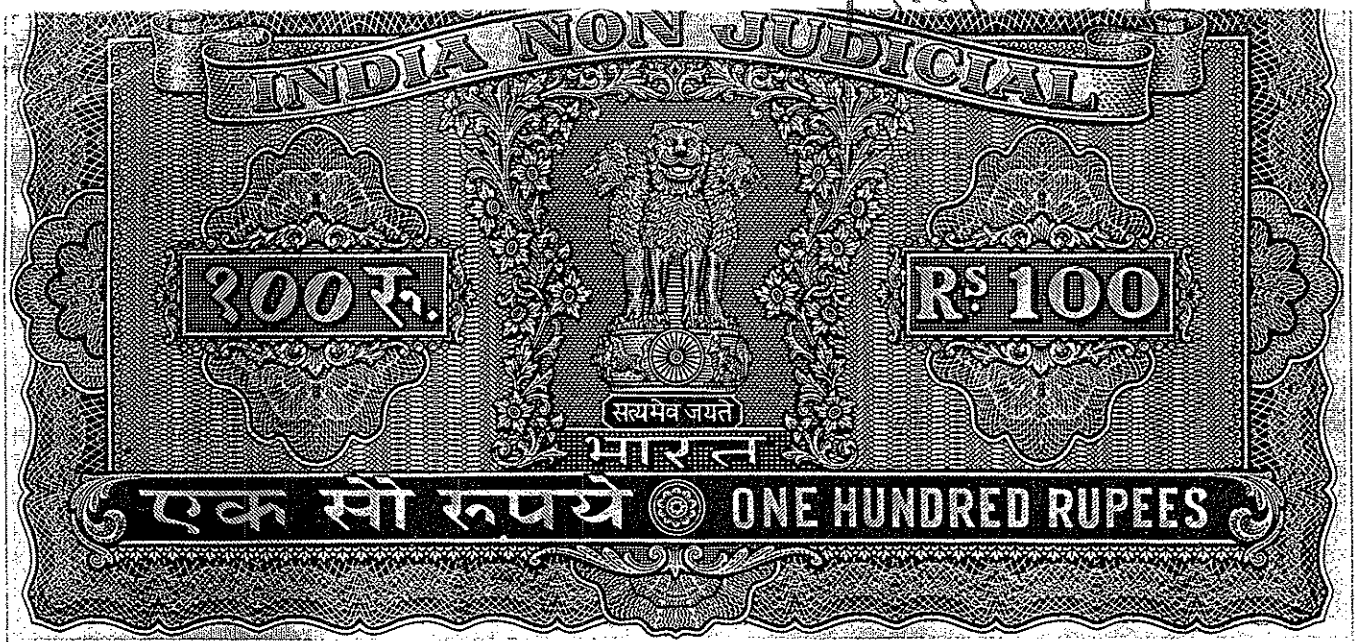


NOTE

- UNIT NO. 18 TO 31 ON GROUND FLOOR TO BE RETAINED BY THE BUILDERS SHOWN BY SMALL HATCHED LINES AND THE PORTION OF PLOT TO BE RETAINED BY BUILDERS AS HOLDERS OF UNIT NO. 18 TO 31 SHOWN BROAD HATCHED LINES.

BLOCK PLAN - B

SCALE :- 1:500



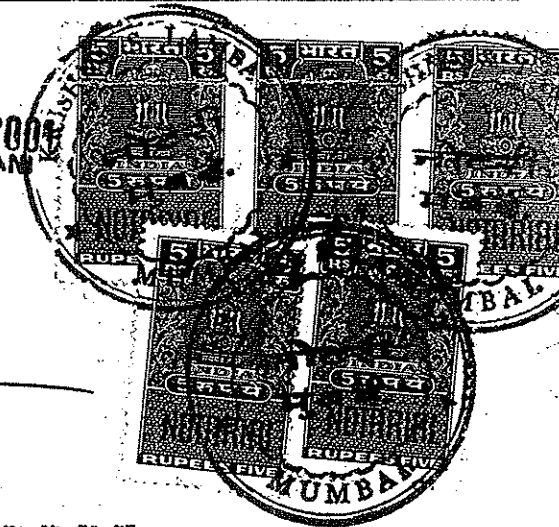
श्री आसीक एक० खान,
५, मांडवी पोस्ट, मो. मन्द अली रोड, मुंबई.

क्रमांक 694 दिनांक 1-2 APR 2008
श्री श्री / श्री M.P. MURCHANDANI
Advocate.

ह.
केतर मुद्रांक जला,

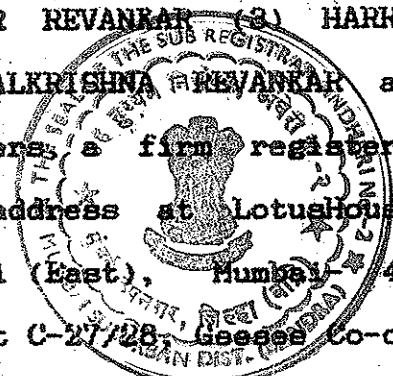
[Signature]

परवाना धारक मुद्रांक विक्रेता.



POWER OF ATTORNEY

TO ALL WHOM THESE PRESENTS SHALL COME WE, (1) REVANKAR SYSTEMS PRIVATE LIMITED (2) GOPALKRISHNA SHANKAR REVANKAR (3) HARRIS GOPALKRISHNA REVANKAR (4) MISS SASHA GOPALKRISHNA REVANKAR all partners of the firm M/s. Majethia Builders, a firm registered under the Indian Partnership having its address at Lotus House, Off-Andheri Kurla Road, Sakinaka, Andheri (East), Mumbai - 400 072 and all partners presently residing at C-27/28, Geesee Co-op. Hsg. Soc. Ltd., Vidyanagari Road, Kalina, Santacruz (East), Mumbai - 400 098. SEND GREETINGS: -



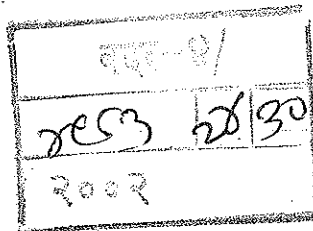
WHEREAS:

- 1) We are the partners of the firm M/s. Majethia Builders, having its office at Lotus House, Off Andheri-Kurla Road, Sakinaka, Andheri (East), Mumbai- 400 072. The said firm Majethia

[Handwritten initials: SL]



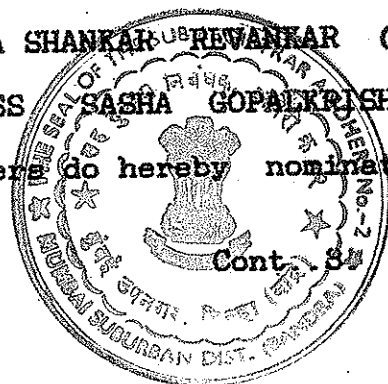
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Builders is seized and possessed of and otherwise well and sufficient entitled to all that piece or parcel or ground situate at Kurla Andheri Road, Sakinaka, Mumbai, bearing Survey No.90 Hissa No.1 CTS No. 1857/F admeasuring about 5983 square yards i.e. 4950.50 sq. meters (hereinafter referred to as the Plot) in the district and registration sub district of Bombay city and Bombay suburban and have constructed on the Plot, Service Industrial Estate namely " Shiv-Ashish Complex " and have sold are selling Units in the said Service Industrial Estate to various unit holders on ownership basis.

- 2) The formal Agreement for sale has not been executed with the unit holders and hence we are desirous of appointing Shri Ashok Laxman Daware to be our true and constituted / lawful attorney to negotiate, executive and necessary documents in favor and the unit holders or such persons as our attorney may deem fits and to do several acts and things required to be done and which the Attorney has agreed to do so.

NOW KNOW YE AND THESE PRESENT WITNESSTH WE (1) M/s. REVANKAR SYSTEMS PRIVATE LIMITED (2) GOPALRRISHNA SHANKAR REVANKAR (3) HARRIS GOPALRRISHNA REVANKAR (4) MISS SASHA GOPALRRISHNA REVANKAR all partner of Majethia Builders do hereby nominate,

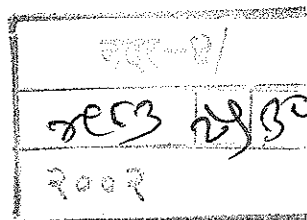
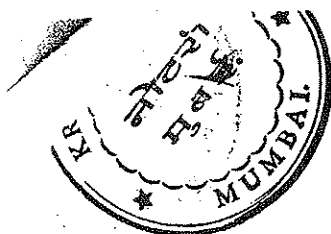


[Signature]

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constitute and appoint Shri Ashok Laxman Daware (Attorney) to be our true and lawful attorney with full power and authority to do and execute the several acts and things for us and in our name and in the firm name Majethia Builders and on its behalf to do and execute and perform all or any of the following acts, deeds or things i.e. to say.

1. To transfer the ownership rights and interest in the Units either in part or in whole on such terms and conditions to the unit holders or such persons as our Attorney may deem fit and proper and for the said purpose to execute printed agreements for sale, supplemental Agreement., deeds or such documents as may be required.
2. To enter and execute on our behalf agreements / memorandum of understanding / supplementary Agreement on such terms and conditions as our Attorney may deem fit for the aforesaid purpose and to sign and execute forms and other documents necessary to carry out the aforesaid intent.
3. To enter into any or such agreements, documents as may be necessary with the unitholders to complete the sale.
4. On or at the time of completion of the sale, to execute the Deed of Transfer on such terms and conditions as our Attorney may deem fit and to execute any other documents incidental to



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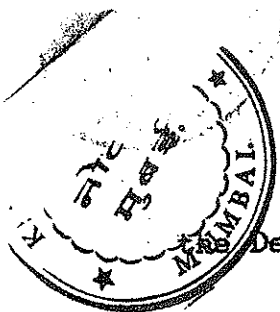
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Deed of Transfer if our Attorney may feel necessary.

5. To receive the sale price from the unitholders and give effectual receipts for the same if balance.
6. To lodge the Agreement for sale, Supplemental Agreement, Deed of transfer and other documents if any executed and requiring registration in the office of the Registrar of Sub- registrar of Assurance concerned and or to admit execution made before him.
7. To sign the necessary transfer forms for transferring the Units in the records.
8. To engage an advocate or solicitor for taking for preparing documents and to pay advocate's fees for the same.
9. To apply for and obtain Income Tax Certificate under section 230 A of the Income tax Act, 1961 for registration of the agreements deeds and or documents if required.
10. And to do all other acts and things as may be required to be done for completing the sale of the Units and executing for sale, Supplemental Agreement Deed of Transfer and other necessary documents, as we would do, if personally present.

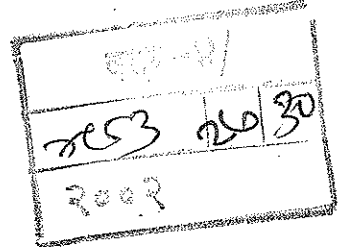
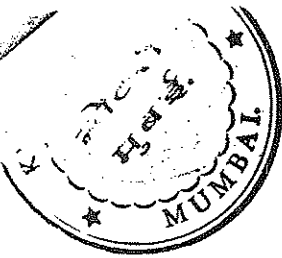
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11. To appear before the sub registrar of assurances and to lodge the documents executed by him as aforesaid for registration and / or admit execution of such documents by the Attorney before the sub-Registrar.
12. To do all the acts and things required to be done of and incidental to the execution or exercise of any or all of the powers above mentioned.

AND WE DO HEREBY DECLARE AND CONFIRM that we have granted unto our Attorney the powers and authorities contained in these presents to be exercised by our Attorney in the manner aforesaid at all times hereafter.

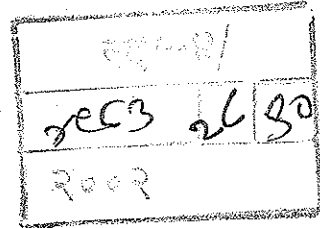
AND WE DO HEREBY AGREE to ratify and confirm all and whatsoever our Attorney shall lawfully do or cause to be done in or about the Units aforesaid by virtue of these presents.

IN WITNESS WHEREOF We hereunto set and subscribed our hands at Mumbai this -----day of -----, 2001



Cont... 6.

[Handwritten signatures]



-- 6 --

SIGNED SEALED AND DELIVERED

By the within named:

(1) M/s. Revankar Systems Private Ltd.

S. Pallhan Revankar

(2) Shir Gopalkrishna Shankar Revankar

S. Pallhan Revankar

(3) Shir Harris Gopalkrishna Revankar

[Signature]

(4) Miss Sasha Gopalkrishna Revankar

S. Pallhan Revankar

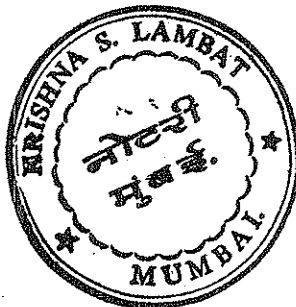
All partners of the firm

MAJETHIA BUILDERS

In the presence of

ATTESTED BY MR.

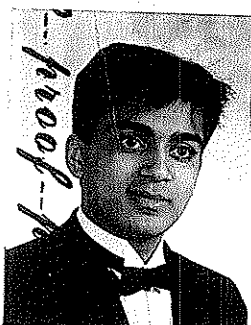
[Signature]
(Krishna S. Lambat)
M. Com; LL. B.
NOTARY, MUMBAI (M.S.)



24 APR 2001

Identified by me

[Signature]
A. N. PANDE
B.A.L.L.B.
ADVOCATE HIGH COURT
Bandra Court,
Greater Mumbai





31/07/2002 ~

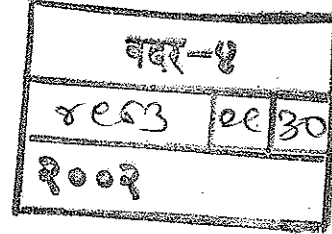
5:43:16 pm

दस्त गोषवारा भाग-1

दस्त क्रमांक : 4983/2002

दस्ताचा प्रकार : Agreement

अनु क्र.	पक्षकाराचे नाव	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	व्हिडयोफॉन प्रॉपर्टीज लिमि. चे अॅथराईज सिग्नेटरी सुरेश एम हेगडे 51 ड्रीमक्विन सो., व्ही पी रोड, सांताक्रुज प., मु. 54 सही वय 44	Executant		
2	मे. माजेतीया बिल्डर्सचे भागीदार मे. रेवनकर सिरटम्स प्रा लि. चे संचालक व स्वःता भागीदार गोपाळकृष्ण एस रेवनकर तर्फे मुखत्यारधारक अशोक ए 193 स्वप्ना कुटीर, धुरी कॉम्प., वसई प. ठाणे वय सही डावरे 41	Executor		
3	मे. माजेतीया बिल्डर्सचे भागीदार हरिष गोपाळकृष्ण रेवनकर व साशा गोपाळकृष्ण रेवनकर तर्फे मुखत्यार अशोक डावरे वरीलप्रमाणे वय 41	Executor		





दस्त गोषवारा भाग - 2

दस्त क्र. [वदर4-4983-2002] चा गोषवारा
बाजार मूल्य : 1123920 मोबदला : 700000 भरलेले मुद्रांक शुल्क : 112450

दस्त हजर केल्याचा दिनांक : 31/07/2002 05:39 PM
निष्पादनाचा दिनांक : 31/07/2002

दस्ताचा प्रकार : (25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 31/07/2002 05:39 PM
शिवका क्र. 2 ची वेळ : (फी) 31/07/2002 05:42 PM
शिवका क्र. 3 ची वेळ : (कबुली) 31/07/2002 05:42 PM
शिवका क्र. 4 ची वेळ : (ओळख) 31/07/2002 05:43 PM

दस्त नोंद केल्याचा दिनांक : 31/07/2002 05:43 PM

पावती क्र.: 4081 दिनांक: 31/07/2002
पावतीचे वर्णन
नांव: व्हिडयोकोन प्रॉपर्टीज लिमि. चे अर्थाराईज
सिंगनेटरी सुरेश एम हेगडे

11240 : नोंदणी फी
640 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

11880: एकूण

दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

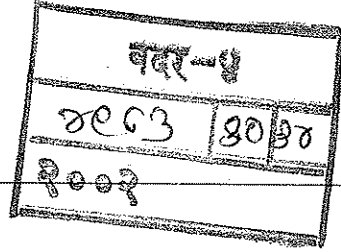
दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख :

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

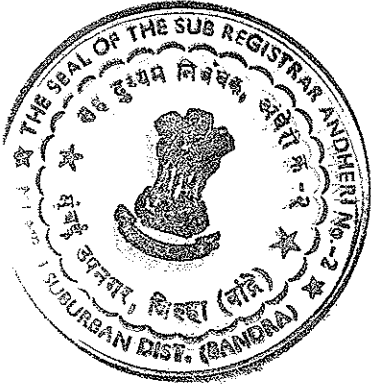
- 1) दिनेश के राणा , 1745 वनराई, गोरेगाव पू., मुं. 65 वय 36
- 2) लक्ष्मण डी घागे , 15/20, साईनगर, भांडूप पू., मुं. 42 वय 36

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)



प्रमाणित करण्यात येते की, या
दस्तऐवजचे पडदा ... 3-8 ... पाते जाईल.

सह दुय्यम निबंधक अंधेरी-२,
हंवर उपनगर जिल्हा.



०२/०८/२००३
पुस्तक क्रमांक १ क्रमांक ४८३१०२
नोंदणी
दिनांक ३१/०७/०२

सह दुय्यम निबंधक अंधेरी-२,
हंवर उपनगर जिल्हा.

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