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of the said Property, for amalgamation of the said Property with any adjoining property as also for the purchase of additional FSI for consumption on the said Property by virtue of TDR/Development Right Certificate, and the Trustees agree to sign requisite applications and writings for such purpose, if necessary. The Developers shall bear and pay all costs, charges, expenses, fines, premium or any other sums or payments for such sanctions, permissions, exemptions, certificates, dealings, clearances etc.

19. Upon execution of these presents, the Developers shall, at their own costs, be entitled to put boards and hoardings on the said Property hereby agreed to be developed announcing the proposed development scheme envisaged by the Developers.

20. The Trustees of the Trust and the trustees of the Confirming Party hereby do and each of them doth declare and confirm as under:—

(a) that the Trust is well and sufficiently entitled to the said Larger Property, including the garage structure described in the schedule hereunder written and the title to the said Larger Property is free and marketable;

(b) that the Confirming Party is well and sufficiently entitled to the said Leased Plot and the trustees have the authority/permission to relinquish and surrender their leasehold rights in respect of the said Leased Plot and the building structure the subject to rights of existing monthly tenants as aforestated;

(c) that the Trust/Trustees has/have not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said Property and the said Property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the Trustees hereby declare that they shall hereafter not create any third party rights of whatsoever nature in respect of the said Property;

(d) that the Trust/Trustees and the Confirming Party has/have not entered into any agreement or arrangement, oral or written with regard to the sale of the said Property;

(e) that there are no proceedings instituted by or against the Trust/Trustees has/have in respect

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of the said Property and pending in any Court or before any authority and the said Property is not under any lispendens;

(f) that no Notice from any Government, Municipal Corporation or any other public Body or authority or notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town Planning Act, the Municipal Corporation Act, and Urban Land Ceiling Act, or any other statute has been received or served upon the Trust/Trustees has/have in respect of the said Property or any part thereof which restricts or may restrict the development of the said Property; and

(g) that the said Property is not under any reservation and there is no bar on development thereof.

21. The Trust and the Confirming Party have further warranted and assured the Developers that the Trust shall at its own costs settle the claims, demands, objections, if any raised by any person or party claiming any right or interest in the said Property pursuant to any actions/omissions attributable to the Trust/Trustees and indemnify and keep the Developers indemnified in that behalf.

22. Relying upon the representations, warranties and assurances of the trustees of the Trust and the Confirming Party, the Developers have entered into this Agreement.

23. The trustees of the Trust and the Confirming Party hereby agree and undertake to do at the cost and expenses of the Developers all acts, deeds and things and sign and deliver to the Developers all applications, letters, plans, documents and writings for implementing this Agreement and for development of the said Property as may be required by the Developers at the costs, risks and expenses of the Developers and shall execute and deliver and/or cause to be executed and delivered such document/s as may be necessary for effectuating the property transfer of the said Property in the name of the Developers or their nominee/s.

24. The Developers shall be entitled to form and register a Co-operative Society/ Limited Company or a Condominium of all the purchasers of various premises in the newly constructed building and shall also admit/accept the flat-holders as members/shareholders of the same.

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25. The Trustees shall at the request and demand of the Developers make and execute a proper Deed of Conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the said Property and such Conveyance shall be in favour of the Developers or their nominee or nominees including a Co-operative Housing Society, Limited Company or Condominium. All the costs and expenses in connection with the transfer/conveyance of the said Property in favour of the Developers or their nominee or nominees as stated above, including but not limited to stamp duty, registration charges, legal expenses, etc. shall be borne and paid by the Developers/their nominee/s alone.

26. The Trustees shall pay all outgoings in respect of the said Property till the date of execution of these presents and hereafter the same shall be paid by the Developers alone.

27. All notices to be given under this Agreement shall be in writing and shall be served at the following addresses of the parties hereto as under:-

To the Trust:

DEWAN LILARAM DUHILANOMAL SADARANGI AMIL DHARMADA TRUST
People's Building,
6th Floor,
Sir P.M. Road,
Mumbai – 400 001

To the Developers:

M/S. MAHAVIR MILLENIUM L.L.P.
105, Mary Land Apartment,
1st Floor, Junction of D.K. Sandu Marg and S.T. Road,
Chembur,
Mumbai - 400 071.

28. All disputes and differences of whatsoever nature or sort that may arise between the parties during the subsistence of this Agreement or thereafter concerning the construction, meaning or effect of this Agreement or any act, thing or matter required to be done or any payment to be made or received by either party or any matter on which the parties have acted or any other act, thing or matter, in any manner in regard to or touching this Agreement, the carrying out of the terms and conditions hereunder and/or the interpretation thereof in any way whatsoever, shall be referred to arbitration under The Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof. Such arbitration shall be held in Mumbai.

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29. This Agreement embodies the entire agreement and understanding of the parties hereto and shall supersede any other agreements, promises, representations, terms, covenants, conditions or obligations, oral or written, express or implied, relating to its subject matter, save and except those contained in these presents and in the deeds, documents or writings expressly hereinabove mentioned, it being the intention of the parties hereto, that any variation of this Agreement shall only be made and have effect if and to the extent the parties hereto record such variation in writing, duly signed by them.

30. Upon receipt of the entire consideration as provided in clause 7, the Developers shall be entitled to all documents of title relating to the said Property, available with the Trust.

31. All out-of-pocket-expenses of and incidental to this Agreement and the transactions in pursuance hereof including but not limited to the Deed/Deeds of Conveyance and other assurance in respect thereof including stamp duty and registration charges shall be paid and borne by the Developers alone. The Trust and the Developers shall pay their respective Solicitors' fees.

32. This Agreement shall not be construed as a partnership and/or joint venture and/or Association of Persons between the parties hereto. The parties herein shall bear and pay their respective liabilities for the income tax, service tax and other direct taxes.

33. This Agreement is for grant of development rights, authority/power to the Developers for construction, development or sale of the said Property and is covered by Article 5 (g-a) of the Bombay Stamp Act, 1958 and shall be developed by the Developers in the name of Trust in accordance with the terms and conditions stipulated hereinabove and the prevailing laws.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

All that piece and parcel of land or ground being of B-1 tenure lying and being at Ghatkopar Mahul Road, Chembur admeasuring approximately admeasuring 1,208 sq. yrds. or thereabouts or thereabouts being Plot No. 190, CTS No. 1108 and 1108/1 to 8 of Village Chembur in Taluka Chembur along with building structure standing thereon fully occupied by tenants/occupants and

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the Trust's right, title, interest and benefits in the garage structures standing thereon and the said land being bounded as under :-

On or towards North : Plot No. 189;

On or towards South : Plot No. 191;

On or towards East : Gaonthan Land; and

On or towards West : Ghakopar Mahul Road.

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

SIGNED AND DELIVERED by the

withinnamed Trust

DEWAN LILARAM DUHILANOMAL

SADARANGI AMIL DHARMADA TRUST

through its Trustee

SHRI KISHORE K. SHAHANI



PHOTOGRAPH THUMP IMPRESSION

SHRI. KISHU MANSUKHANI



PHOTOGRAPH THUMP IMPRESSION

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SMT. ANJULA MANSUKHANI



PHOTOGRAPH THUMP IMPRESSION

in the presence of .....

1.

2.

SIGNED AND DELIVERED by the

withinnamed Trust

THE THADOMAL MUSHTAKRAM AND JOTSING THADOMAL SHAHANI TRUST
through its Trustee

SHRI NARAIN K. SHAHANI



PHOTOGRAPH THUMP IMPRESSION

SMT. SAROJ N. SHAHANI



PHOTOGRAPH THUMP IMPRESSION

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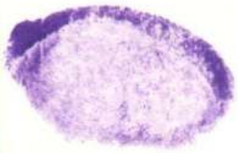
SHRI KISHORE K. SHAHANI





PHOTOGRAPH THUMP IMPRESSION

SMT. MAYA K. SHAHANI





PHOTOGRAPH THUMP IMPRESSION

SHRI AKHIL K. SHAHANI





PHOTOGRAPH THUMP IMPRESSION

in the presence of ……

1.

2.

THE SEAL OF THE SUB REGISTRAR KURLA - I
MUMBAI SUBURBAN DIST.

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SIGNED AND DELIVERED by the

withinnamed Developers

M/S. MAHAVIR MILLENIUM L.L.P.

through its Authorised Partner

SHRI DHIREN M GALA

For MAHAVIR MILLENNIUM LLP.

Partner

PHOTOGRAPH THUMP IMPRESSION

in the presence of

1.

2.

THE SEAL OF THE SUB REGISTRAR BORIVLI - 1

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RECEIVED from the withinnamed Developers)

on or before execution of these presents)

an aggregate sum of Rs. 80,00,000/- (Rupees Eighty Lacs only))

being (i) a sum of Rs. 50,00,000/- (Rupees Fifty Lacs only))

paid vide Bankers Cheque No. 038361dated 13th January, 2012)

drawn on HDFC Bank Ltd. and (ii) further sum of Rs. 30,00,000/-)

(Rupees Thirty Lacs only) paid vide Cheque No.0685579 dated)

31st December,2012 drawn on Union Bank of India)

towards full and final consideration payable under this presents) Rs. 80,00,000/-

WE SAY RECEIVED

SHRI KISHORE K. SHAHANI

SHRI. KISHU MANSUKHANI

SMT. ANJULA MANSUKHANI

being the trustees of
DEWAN LILARAM DUHILANOMAL SADARANGI AMIL DHARMADA TRUST

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RECEIVED from the withinnamed Developers)
on or before execution of these presents an aggregate sum of)
Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs only))
being (i) a sum of Rs. 65,00,000/- (Rupees Sixty Five Lacs only))
paid vide Banker cheque No. 038361 dated 13th January, 2012)
drawn on HDFC Bank Ltd. and (ii) further sum of Rs. 85,00,000/-)
(Rupees Eighty Five Lacs only) paid vide Cheque No.0685578)
dated 31st December,2012 drawn on Union Bank of India)
towards full and final consideration payable under this presents) Rs. 1,50,00,000/-

THE SEAL OF THE SUB REGISTRAR BORIVLI - 1 BOMBAY SUBURBAN DIST. (MAHARASHTRA)

WE SAY RECEIVED

SHRI NARAIN K. SHAHANI

SMT. SAROJ N. SHAHANI

SHRI KISHORE K. SHAHANI

SMT. MAYA K. SHAHANI

SHRI AKHIL K. SHAHANI

being the trustees of
THE THADOMAL MUSHTAKRAM AND JOTSING THADOMAL SHAHANI TRUST