

possession of the said unit after verifying the same. We have no objection or claim whatsoever in this regard.

(ઓબ્જેક્ટ, સ્યુ. કોર્પોરેશન પાસે, અમદાવાદ.)

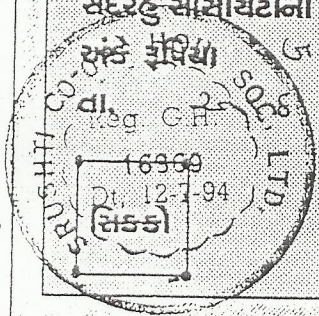
બુક નંબર ૨
સોસાયટીનું નામ શ્રી કો. એ. ડી. સો. લી. ટ્રસ્ટી લા. સો. પાં. ડ

શેર સર્ટિફિકેટ નંબર ૧૪
શ્રી કો. એ. ડી. સો. લી. ટ્રસ્ટી લા. સો. પાં. ડ

શેર નં. ૬૬ થી ૭૦ દરેક શેર રૂ. ૫૦ ના એવા ૫૦૦ શેર માટે
થાપણ રૂપિયા ૧,૦૦,૦૦૦ દરેક રૂપિયા ૫૦ ના એક એવા શેરમાં વહેંચાયેલી છે.

આથી સર્ટિફિકેટ આપવામાં આવે છે. કે શ્રી વિનોદ સંપત્કલાલ શાહ
રહેવાસી અમદાવાદ.

ના તે ગુજરાત સરકારી મંડળી સો. ના કાયદા કાનુનને અનુસરીને
તથા સદરહુ સોસાયટી જે જે નિયમો કરશે તે ધારા તથા નિયમો પ્રમાણે ચાલે ત્યાં સુધી
સદરહુ સોસાયટીના સદરહુ શેર નંગ ૫૦૦ ના માલિક છો. આ શેરના રૂ. ૨૫૦
સંકે રૂપિયા ૫૦૦ માટે સને ૧૯૬૫
જે સને ૧૯૫૨ પુસ્તક



માટે સને ૧૯૬૫
સેક્રેટરી

ચેરમેન

Kalpenb Mod
વ્યવસ્થાપક



May 14, 1996.

To,

VINOD CHAMPAKLAL SHAH
51, LIBERTY DRIVE,
DAYTON,
NEW JERSEY-08810.

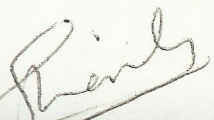
Dear Member,

This has reference to the Plot(s) No.238 allotted in our Srushti Scheme, located at Village - "Sheela", Taluka Sanand, Dist. Ahmedabad. In this connection, we would like to inform you that the above plots are ready for possession.

Therefore, you are requested to take possession of the said plot(s) before 30th June, 1996 by making payment of Legal Charges Rs.05/- per Sq.yds. and Maintenance Deposit Rs.50/- per Sq.yds. failing which interest will be charged @18% p.a. on the deposit from 1st July, 1996.

Thanking you,

Yours faithfully,
FOR LABH CONSTRUCTION LIMITED

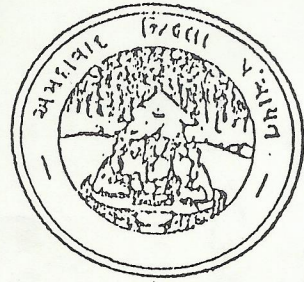
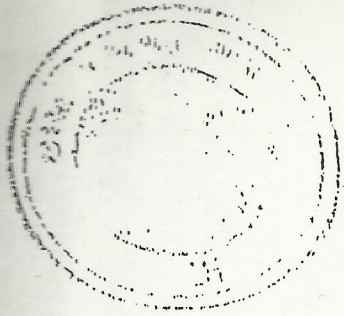

DIRECTOR.

20 Rs.

LABH CONSTRUCTION LTD.

SHANTANI BDD HOTEL CLASSIC GOLD SARDAR PATEL NAGAR FULISBRIDGE AHMEDABAD-380 006

નોંધણીનું પ્રમાણપત્ર



ક્રમાંક ૬૧ ૧૬૮૬૯
 સને ૧૯૬૭
 જિલ્લા પંચાયત
 અમદાવાદ. તા. ૧૨-૭-૬૭

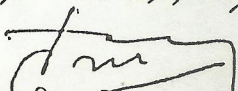
આથી પ્રમાણપત્ર આપવામાં આવે છે કે :-

સુજિત સી. પ્રયોજનેદીય લાઈફ ટાઈમ
સોશિયલ સિંડિકેટરી-મંડળી

સ્થળ શોલા તાલુકો મોરબી જિલ્લો અમદાવાદ ને

સને ૧૯૬૨ના ગુજરાતના કાયદા ૧૦ (ગુજરાત સહકારી મંડળીઓનો કાયદો સને ૧૯૬૧) ની કલમ ૬(૧) મુજબ આજરોજ નોંધવામાં આવેલ છે. સુજિત સી. પ્રયોજનેદીય લાઈફ ટાઈમ સોશિયલ સિંડિકેટરી-મંડળી નો નોંધણી પુસ્તકી જાહેર તરીકે નોંધવામાં આવેલ છે.

સ્થળ : અમદાવાદ
 તા. ૧૨-૭-૧૯૬૭


 મદદનીસ જિલ્લા રજીસ્ટ્રાર
 સહકારી મંડળીઓ
 જિલ્લા પંચાયત
 અમદાવાદ.



नं.
 तारीख
 नाम
 पता
 मूल्य
 यदी X AM & Co.

POSSESSION LETTER

I/We Shri/Smt. Vinod Champaklal Shah
 an Indian inhabitant, Aged about _____ years, occupation Business/
 Service/Household Permanent Account No. _____ Residing at
51, Liberty Drive, Dayton, N.J. 08810
 hereby solemnly affirm and declare that:-

- I/We have selected and booked the Plot No. 238 in Srushti scheme developed on property bearing Block Nos. 535, 536, 574, 575 (Paiki), 576 (Paiki), 577, 578, 580, 581, 582, 583, 584, 585, 586, 587, 588, 593, 594, 595, 596, 597, 598, 600, 601, 605 (Paiki) bearing old survey Nos. 91/6, 91/10, 99/1, 99/2, 99/3, 99/5, 100/1, 100/2, 101/1, 101/2, 102/1, 101/5, 103, 121/2B, 122/2 admeasuring about 308,206 sq. yds of Revenue Village Shela, Taluka Sanand in the Registration District and Sub-District Ahmedabad more particularly described in schedule of the agreement entered into between myself/ourselves and M/s. Labh Construction Limited, the developers appointed by (1) Srushti Co-Operative Housing Society Limited, the owners of the land.
- The Plots (hereinafter referred to as "unit/s") has/have been developed as per the approved plans and specifications and as per instructions from time to time from the engineers/architect as well as from melus. The unit is developed according to my/our requirements and suggestions. I/We have taken the possession of the said unit after verifying the same. I/We have no objection or claim whatsoever in this regard.
- I/We have checked/verified and seen all the papers relating to titles of the said property, N.O.C., approved plans and Rajachitti, other permissions etc. including all agreements/correspondence executed/exchanged between the Society and the Developer subsequent to my request/agreement for allotment of the Plot. I/We have not to obtain any further information in this regard. I/We have read and understood the terms and conditions of the Development Agreement dated 9th April, 1993 entered into between the Society viz. (1) Srushti Co-Op. Housing Society Limited and the developers viz. M/s. Labh Construction Limited
- The charges for unit allotted to melus is agreed at lumpsum fixed amount of Rs. 1,21,920/- (Rupees One lac twenty one thousand nine hundred twenty only) against which I/We have deposited Rs. 1,21,920/- (Rupees One lac twenty one thousand nine hundred twenty only) as pre-fixed charges in its full and final settlement. I/We hereby confirm having paid to the unit allotted to melus and no other amounts have been paid to the developers towards total consideration of the unit or otherwise. I/We have not to ask and/or demand any more bills in that connection. I/We are aware that the Society have given authority/permission to the developers to invite the members and allot the units as per developers' wish and collect the funds by charging a lumpsum fixed amount. I/We have seen/understand

V.B
 V.B
 V.B

6. I/We am/are aware that the (1) **Srushti Co-Op. Housing Society Limited** is developing the land through M/s.Labh Construction Limited. I/We am/are aware that Construction on the plot allotted shall be carried out strictly within the terms & conditions of the N.A. permission dated 05.06.1995 granted by Taluka Panchayat, Sanand. I/We am/are aware that certain construction on the land as common amenities have been provided to the members for residential/business purpose as resolved by the Society. I/We do not have any objection or claim whatsoever and give my/our consent for the same. I/We am/are aware about the changes in the original plan/brochure shown at the time of booking of the unit selected by me/us. I/We hereby give my/our consent for the changes made in the original plan/layout which have been carried out in consultation with the architect/engineers and after informing the members in best interest of me/us and other members of the scheme. I/We am/are also aware that certain constructions made in the scheme and allotted to the members have been allotted for purposes other than they have been approved. I/We do not have any objection or claim whatsoever for the change of use as mentioned earlier.
7. I/We have inspected the unit, verified/checked all measurement in the unit before the possession. I/We have no dispute for the same. From now onwards it is my/our responsibility to keep the unit in tenable conditions.
8. I/We have read bylaws of the Society and am/are bound by the same. I/We am/are the member(s) of the Society and I/We am/are aware that it is compulsory to be a member of the Society to possess the unit. I/We am/are aware that I/We can not let, sublet or sell or cannot give in any manner or transfer the unit to anyone without prior written permission of the Society. I/We am/are bound to pay the transfer fees decided from time to time to the Society at the time of transfer of the flat/unit. The present transfer fee decided at Rs.10,000/- is agreeable to me/us.
9. I/We have not to conduct any business of club, workshop or any anti-social or immoral/illegal activities and have not to act in such a way that may cause nuisance to neighbours.
10. I/We have deposited Rs.50/- per sq.yds. as maintenance deposit. I/We am/are aware that all the expenses relating to the common amenities like, common electric burnings, salary to chowkidars, cleaning expenses, roads, street lights, pumps and all such common expenses shall be met from the interest accrued on the deposits so collected. Due to any circumstances if the Society decides to have additional contribution from the members either in the form of monthly maintenance charges or lumpsum deposit or in any other way, I/We am/are bound to contribute the same and I/We am/are bound by any other rules and regulations decided by the Society in this connection. In case, I/We fail to contribute the amount as decided by the Society, the Society have rights to recover this amount with penalty as decided from time to time or cut off the common amenities available to the unit allotted and I/We hereby give our consent for the same. I/We also agree that any deficit in the income from the maintenance deposits collected from the members over the actual expenses incurred by the Developer/Society will be proportionately contributed by me/us and I/We am/are jointly/severally liable for the same. I/We jointly/severally give my/our consent for the reimbursement of such expenses incurred by the developer from the funds of the Society.
11. I/We am/are aware that the assessed Taxes like Municipal/Panchayat Taxes, Educational Tax, Surcharge or any Tax payable in respect of unit irrespective of date of allotment of the unit to me/us is to be borne by me/us. But if it is paid by the Society then the Society has all rights to recover such amount from me/us and it is our sole liability to pay the same. Society has no liability to take insurance of the Unit. But if it is insured by the Society it is my/our liability to reimburse the same to the Society.
12. I/We am/are aware that the holder of the unit has to be a member of the Society and it is compulsory to be continued as a member of the Society. Only a member of the Society can hold the unit of the Society. I/We am/are holder of the unit by virtue of membership of the Society and if the member is removed from membership or cease to be the member of the Society then the possession of the unit can be taken by the Society and the Society has all rights to take back the possession of the unit. I/We am/are aware that I/We can transfer or gift the unit by obtaining prior written permission from the Society. But the person who hold the unit in the above said manner has to be a member of the Society prior to holding the unit. He is bound by all rules and regulations of the Society. Then and then he can enjoy all rights and facilities as enjoyed by the other members of the Society.
13. I/We have taken over possession of the unit more particularly described in schedule hereunder. The said unit has been handed over to me/us in accordance with above mentioned conditions. Now onwards the property can be used and enjoyed by me/us within rules and regulations of the Society and as stipulated in this declaration letter as well as agreement dated 30-4-99 entered into between me/us and the developer.

SCHEDULE

V.B

Plot No. 238 in SRUSHTI Scheme developed on the Land bearing Block Nos.525, 526, 574, 575(Paiki), 576(Paiki), 577, 578, 580, 581, 582, 583, 584, 585, 586, 587, 588, 593, 594, 595, 596, 597, 598, 600, 601, 605(Paiki) bearing old survey Nos.91/6, 91/10, 99/1, 99/2, 99/3, 99/5, 100/1, 100/2, 101/1, 101/2, 102/1, 101/5, 103, 121/2B, 122/2 admeasuring about 308.206 sq. yds of Revenue Village Shela, Taluka Sanand in the Registration District and Sub-district of Ahmedabad.

This declaration letter for possession of the unit has been signed by me/us of my/our own free will, after reading, understanding and weighing the implications thereof, using my/our intelligence and understanding and in full consciousness of mind without being influenced, induced or coerced by any factor and I/We agreeable and binding to me/us and our successors and heirs.

Dated this _____ day of _____ month of 1999 at Ahmedabad

Name: VINOD CHANDRALAL SHAH