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ARTICLES OF AGREEMENT is made and entered into at Mumbai 6th day of 2005, BETWEEN M/S. BUILDERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and carrying on business from Survey No. 341, Bandra Kurla Complex Income-tax Office, Bandra (East), Mumbai 400 051 hereinafter referred Promoters" (which expression shall, unless it be repugnant to the context with thereof be deemed to mean and include the partners or partner constituting the said and the partners from time to time and survivor or survivor of them, the heirs bexecutor administrators and assigns of the last surviving partner) of the First Part and the ADHO BOARD OF TRUSTEES OF VIDARBHA VAIBHAV MANDIR TRUST a public charitable trust registered with the office of Charity Commissioner, Bombay Maharashtu State, under No. E463B(BOM) and having its office at 64, Bhavani Shankar Road, Eddar, Mumbai 400 028 hereinafter referred to as "the Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean include

the trustee or trustees for the time being constituting the said trust, the survivor or survivors of them and any person claiming through or under the said trust) of the Second Part AND BAD BOYS ENTERTAINMENT PVT. LTD. a Private Limited Company registered under the provisions of the Companies Act, 1956 and carrying on business from Vaibhav Chambers, Opposite Income Tax office, Bandra – Kurla Complex, Bandra (East), Mumbai 400 051 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 its successors and assigns) of the Third Part:

WHEREAS:

- A. The Confirming Party, being a registered public drantable trust, the absolutely seized and possessed of and otherwise well and sufficiently intilled to all diagnoscenarios and parcel of leasehold plot of land bearing Plot No. Surfey 105 part), CTS No. 629/1264 situate at Village Bandra (East), Muritable 105 partition of Bombay City and Suburban and more particularly described in the First Schedule hereunder written (hereinafter for the sake of brevity to be referred to as the said property);
- B. The said property has been allotted to the Confirming Party by the Govt. pursuant to its resolution/circular bearing No. L.R.F.1083/71134-CR-3478-G6 dated 8th February, 1983 and the Confirming Party has been put in possession of the said property on 28th August, 1985;
- C. The Charity Commissioner appointed under the provisions of the Bombay Public Trust Act, 1950 has vide an order dated 21st August, 1995 in Appln. No. 200 of 1996 accorded necessary permission to the Confirming Party to develop, inter alia, the said property under section 36(i)(a) of the said Act;
- D. By and under an Agreement dated 1st May, 1997 made and entered into between the Confirming Party and the Promoters, the Confirming Party granted to the Promoters the right to develop, inter alia, the said property on the terms and conditions contained therein;
- E. The plot of land adjoining the said property belongs to the Shivtirtha Cooperative Housing Society Ltd. and bears CTS No.629/1267; the development of the said adjoining plot bearing CTS No. 629/1267 belonging to the said Shivtirtha Co-operative Housing Society Ltd. was not feasible and therefore the Collector, Mumbai vide its order bearing No. 11/3A-8987F-0194 dated 15th October, 1998 realigned the boundaries of the said property and that of plot bearing CTS No. 629/1267 belonging to the said Shivtirtha Co-operative Housing Society Ltd. in the manner shown demarcated in the plan annexed to the said Order dated 15th October, 1998 of the Collector, without altering the net area of the said property which remains the same at 2208 sq. mtrs.;
- F. The Confirming Party has made an application to the Charity Commissioner, Maharashtra State, Mumbai being Misc. Appln. No. 192 of 1999 in Application.



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200 of 1996 to suitably modify the earlier permission granted by the Charity Commissioner (being Order passed in Appln. No. 200 of 1996 dated 21st August, 1995) so as to reflect the realignment of the boundaries of the said property; and which permission has been duly granted by the Charity Commissioner vide an order dated 19th November, 1999;

- Since the boundaries of the said property was realigned, the Confirming Party and the Promoters entered into a fresh Development Agreement and ember, 1999 for grant of development rights, inter alia in property described in the Schedule thereunder written being the same as the first Schedule hereunder written, free from all encumbrates and upon the terms and conditions therein contained;
- H. The Appropriate Authority appointed under provision of Clapter the Income Tax Act, 1961 by its Order bearing No. AA/21396/07/2018/99-2000 dated 7th February, 2000 granted its No Objection Certificate under Section 269UL(3) of the abovementioned Act, to the grant of development rights by the Confirming Party to the Promoters in the manner reflected in the abovementioned Agreement dated 28th November, 1999;
- I. Pursuant to the abovementioned Agreement dated 28th November, 1999 the Confirming Party have handed over possession of the said property to the Promoters as developers thereof to construct a commercial building in accordance with the provisions of the abovementioned Agreement;
- J. By virtue of the abvoementioned Agreement dated 28th November, 1999 the Confirming Party have allotted to the Promoters an area of 13000 sq. ft. built-up area out of the said property and the balance area of 10766 sq. ft. built-up area in the said property shall remain in ownership and possession of the Confirming Party and to be named as "Ram Ganesh Gadkari Hall" and/or for any other public utility purposes as per the specifications and plans as may be approved by the concerned authorities;
- K. In the premises, the aforesaid area of 13000 sq. ft. built-up area excluding balcony area out of the said property belong to the Promoters and the Promoters are entitled to sell and are free to dispose of the same for such consideration, appropriate the sale proceeds arising on sale of construction units thereon and on such terms and conditions at the absolute discretion of the Promoters;
- L. The Collector, Bombay Suburban District has vide its letter bearing No. 11/3A/A-0898 dated 10th May 2002 granted its NOC to the Confirming Party for use of FSI by way of TDR to the extent of 2208 sq. mtrs. on the said property;
- M. Under provisions of the abovementioned Agreement dated 28th November, 1999 the Promoters are absolutely entitled to utilize and consume the entire TDR that may be permissible in respect of the said property and to sell, transfer and dispose off the units/premises constructed by utilising such TDR and the Jt. Charity

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Commissioner, Greater Mumbai Region, Mumbai ahs accorded its permission to the same vide order dated 17th August, 2004 in Misc. application No. J-4/44/04

N. The Promoters are constructing a building on the said property delineated on the layout plan thereof annexed hereto and marked as Annexure "A" and thereon shown surrounded by red colour boundary line in accordance shuilding rules and regulations and bye-laws of the Bombay Municipal Corporation and the provisions of the Development Control Regulations 1997, the Urban haad (Ceiling & Regulations) Act, 1976 ("ULC") and such other lays, rules and regulations as may be in force at present and/or at in time hereafter and also subject to such terms and conditions as may be imposed to the State of Vernment/Competent Authority;

ANNX-A



- O. The Promoters have entered into a prescribed Agreement with the mentect, Mr. Naren Kuwadekar & Associates registered with the Council of Architects and also appointed Struct Bombay Consultants as Structural Engineers for preparing structural designs and drawings and specifications of the building and the Purchaser accept the professional supervision of the said Architect and the said structural Engineer till the completion of the building unless otherwise changed;
- P. The plans and specifications have been approved and sanctioned for construction of a building consisting of stilt plus 10 (Ten) upper floors and IOD dated 10th December, 1999 bearing No. CE/551/WS/AH and C.C. dated 30th March, 2000 have been granted by the BMC. Copy of such IOD and CC are annexed hereto and collectively marked as Annexure "B";

ANNX-B

- Q. As per the sanctioned building plans, the Confirming Party have been earmarked the First and portion of Second Floors of the said building for the purposes specified therein and the Promoters are entitled to deal with the remaining portion of the said building;
- R. There are two staircases in the said building namely, in the east side and west side; the Confirming Party and/or their nominees/assigns shall be allowed the use of the staircase on the west side only; further, the Confirming Party and/or their nominees/assigns shall not be permitted the use of the lifts in the said building and the same shall be for the exclusive use of the Promoters and their nominees/assigns;
- S. The Promoters are entitled to and enjoined upon to construct a building to be known as "Vaibhav Chambers" on the said property and sell units, office premises, Car parking space, terraces, hoarding spaces, etc. (all of which hereinafter for brevity's sake are referred to as "units") and reference to Purchaser in this Agreement means Purchaser of such units;
- T. The Promoters are accordingly causing to be constructed a building comprising of stilt and such upper floors as may be permissible and sanctioned by the BMC on the said property, the topmost floor and the topmost but one floor having attached

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terraces and the exclusive right to such attached terraces:

- U. The Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction and Transfer) Act, 1963 (hereinafter referred to as "the said Act.") and the Russian and the reunder;
- V. A copy of the property card in respect of the said proper chanding tame of the Confirming Party and copy of the floor plan of the Units agreed the purchased by the Purchaser approved by the concerned local trade of the purchased hereto and marked Annexures "C" and "D" respectively.
- W. While sanctioning the said plans for the said building the concerned local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said building shall be granted by the concerned local authority;

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X. The Purchaser have approached the Promoters for purchase of Unit No. 801 to 806 on the 8th floor in the building to be constructed on the said property and to be known as "Vaibhav Chambers" (hereinafter collectively referred to as "the said Units") and the Promoters agree to sell to the Purchaser the said Units at the price and on the terms and conditions hereinafter appearing.

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

- 1. The Promoters shall construct a building comprising of stilt and such upper floors as may be permissible and sanctioned by the BMC and to be named as "Vaibhav Chambers" ("the said building") on the said property more particularly described in the First Schedule hereunder written in accordance with the plans specifications and designs approved by BMC and other local authorities which have been seen and approved by the Purchaser with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authorities or Government to be made in them. Provided that the Promoters shall not make any variations or modifications which may adversely affect the Units agreed to be purchased by the Purchaser.
- 2. The Purchaser hereby agree to purchase from the Promoters and the Promoters hereby agree to sell and the Confirming Party hereby agree to confirm unto the Purchaser Office/Unit No. 801 to 806 admeasuring 5,122 sq. ft. built-up area and demarcated by red colour hatched lines on the typical floor plan hereto annexed and marked as Annexure "D" in the building to be known as "Vaiblige Chapters"

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(hereinafter collectively referred to as "the said Units") at or for a total consideration of Rs. 1,90,00,000/- (Rupees One Crore Ninety Lacs only) which includes proportionate price of the common area and facilities appurtenant to the premises. The percentage of the undivided interest of the Purchaser in the common areas and facilities limited or otherwise pertaining to the said Units shall be in proportion of the area of the Units agreed to be sold hereunder to the total area of the said building. The nature, extent and description of the accumon/limited common areas and facilities are more particularly described in the Second of edule hereunder written.

3. The Purchaser hereby agree to pay to the Promoters desaid total Rs. 1,90,00,000/- (Rupees One Crore Ninety Lacs on the following the follow

- (a) Rs. 10,00,000/- (Rupees Ten Lacs only) paid of the these presents as and by way of part consideration (Promoters do hereby admit and acknowledge).
- (b) Balance Rs. 180,00,000/- (Rupees One Crore Eighty Lacs only) to be paid on or before handing over possession of the said Units.

Time as to payment shall be of the essence.

- 4. The Promoters hereby agree that they shall before handing over possession of the Units to the Purchaser as also before execution of conveyance of the said property in favour of the co-operative society, condominium or limited company to be formed by the Purchaser of units/terraces/Car parking space in the building to be constructed on the said property (hereinafter referred to as "the said Association") make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable and subject to what is stated hereinafter, ensure that the said property is free from all encumbrances and that they have clear and marketable title to the said property so as to enable them to convey in favour of the said Association such clear and marketable title on the execution of a conveyance.
- 5. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or any time thereafter before granting the occupation and/or completion certificate in respect of the said Units and the said building.
- The Promoters hereby declare that no part of FSI available in respect of the said property more particularly described secondly in the First Schedule hereunder written has been utilised by the Promoters elsewhere for any purpose whatsoever.
- 7. The fixtures, fittings, amenities and specifications to be provided by the Promoters in the said building and the Units are set out in Annexure "E" lereto.

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- 8. The Promoters shall give possession of the said Units to the Purchaser on or before he had to be a compared to the Purchaser on the aforesaid date and/or on such date as may be extended by mutual consent then the Purchaser shall have the option to terminate this Agreement after giving 30 days notice in writing, whereupon the Promoters shall be liable on demand to refund to the Purchaser amounts already received by them in respect of the said Units alongwith interest @18% per annum from the date of the receipt of the respective amounts by the Promoters to the Purchaser the same shall subject to prior encumbrance if any be a configure on the said Units but only to the extent of the amount so due to the Purchaser.
- 9. The Promoters shall hand over the possession as stated has madove out subshowever to the availability of steel, cement and other building natural and graph necessary electric and water connections or supply of other building natural and graph necessary electric and water connections or supply of other building natural also subject to any war, civil commotion, acts of terrorism, strike, riots or act of God such as earthquake, flood or other natural calamities and also subject to the Government restrictions and/or enemy action or any notice, order, rule, notification of the government and/or other public or competent authority or any cause beyond the control of the Promoters or any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoters as per the provisions of section 8 of the said Act. Before handing over possession the Promoters agree to complete the building as per the sanctioned building plans.
- 10. It is hereby expressly clarified, agreed and understood between the parties hereto that:
 - (a) The entire un-consumed and residual F.S.I., if any in respect of the said property, and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available after execution of the Deed of Conveyance, or any other vesting document in respect of the said property or any part thereof, together with the said building, unto and in favour of the said Association on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoters, free of all costs, charges and payments, and neither the Purchaser herein, nor the said Association shall have or claim any rights, benefits or interest whatsoever;

(b) The said Promoters alone shall have the full right, absolute authority and unfettered discretion to use, utilise and consume the aforesaid FSI and

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T.D.R. respectively for construction on any property in Greater Bombay as may be permitted by law, including the said property, for the purpose of extending the building thereon, and/or for constructing any new and additional buildings, structures and floors thereon, and/or otherwise howsoever, as the Promoters may desire and deem fit and proper;

The Promoters alone shall also be entitled to use, utilize and is sume the TDR obtained or to be obtained by them from any other construction on the said property in any manner than deem it and proper, and as may be legally permitted, whether now of it any time future, including after execution of the Deedlar Conveyant for any time vesting document in respect of the said property or any the said aforesaid and the Purchaser and/or the said Association chall not the said and the same at anytime including the said Association;

(d) The Promoters shall be entitled to construct units with attached terraces and shall be entitled to sell the same on Ownership basis and/or otherwise dispose off the same. The Purchaser and/or Purchaser of other units and premises shall not be entitled to raise any objection of whatsoever kind or nature and shall not have any claim, right, title or interest therein and shall not be entitled to the use of such attached terrace sold and/or allotted and/or earmarked by the Promoters to the purchaser/s of such units with attached terraces unless the Purchaser himself/herself/themselves is/are such Purchaser and the purchaser/s or allottees of such units with attached terrace shall be exclusively entitled to the use of the terraces sold and/or allotted to him/her/them;

(e) The Purchaser are not entitled to use the terrace attached to the units on the topmost and topmost but one floors of the said building and the same shall be for the exclusive use and benefit of the purchaser of the units on the topmost and topmost but one floors of the said building; the Purchaser hereby consent to the sale/allotment of the said terraces on the topmost and topmost but one floors of the said building to the Purchaser of the units on the topmost and topmost but one floors of the said building, and hereby states, declares and covenants that neither the Purchaser nor the said Association will have any right to use or have any claim right title or interest of whatsoever nature in the such terraces on the topmost and topmost but one floors of the said building. It is agreed that the aforesaid right in favour of the purchaser of the aforesaid units with terraces attached thereto shall be a covenant running with the land and shall from part of the conveyance of the said property and the said building in favour of the said Association;

(f) The said Association shall admit as its members all Purchaser of such new and additional premises/tenements/units/floors/terraces whenever constructed on the said building without exclusive right of the premises in

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respect of the terrace thereof unless specifically agreed to and so stipulated in the relevant agreement;

- All such new and additional units, premises, floors, extensions, buildings and structures shall absolutely and exclusively belong to the Promoters, and neither the Purchaser herein, nor the said Association shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let out the wise has be off and transfer the same in any manner, to any person party of them are for such consideration, and on such terms and condition as they make their sole and absolute discretion deem fit still proper, the neither the Purchaser nor the said Association shall raise any discretion objection thereto and the Purchaser hereby grant their its orable consents to in same;
- (h) The Purchaser shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising their respective rights as mentioned herein, nor shall the Purchaser claim any abatement or reduction in the purchase price due to the same nor shall the Purchaser claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;
- (i) It is agreed and understood that at any time before the execution of conveyance of the said property in favour of the said Association, the Promoters shall be entitled to amalgamate the said property with any other adjacent property which they may have already purchased/acquired, or which they may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, N. O. C.s, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Purchaser shall not raise any objection or dispute to such amalgamation of the said property by the Promoters;
- (j) In the event of destruction of the said building or any part thereof at any time after possession of the said Units is handed over to the Purchaser, the Purchaser alongwith the other allottees/Purchaser of units and premises in the said building in respect of their respective units/premises will bear the cost of reconstruction of the said building or the cost of construction of new building in the same proportion and shall get an unit of an area in such reconstructed and/or new building in the same proportion as the area of the unit held by them in such destroyed building shall bear to the aggregate built-up area of all the units in such destroyed building; and

(k)	The	provisions	of	this	clause	shall	always	be	of	the essence of this
Agreement and shall run with the land.						ıd.				बदंर-४/
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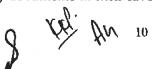
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All Expenses such as additional premium, levies, duties, costs, charges and expenses payable or that may become payable to the Collector, BSD and/or to various Govt. authorities for obtaining permission of any nature whatsoever in respect of the said property shall be borne and paid by the Promoters alone and the Promoters shall indemnify and keep indemnified the purchaser in respect thereof. The Development Agreement dated 28th November, 1999 entered to the confirming Party and the Promoters is valid and substant and the outputs hereby agree, undertake and confirm that they shall com/o with all their obligation thereunder at their own costs and expenses.

12.

The Confirming Party shall pay regularly and without refault to the Collector, Bombay Suburban District/concerned Govt. Authority the transit lease rent and other dues as reserved under the terms the functional the Confirming Party agrees to and shall indemnify and keep indemnines the Purchaser and the said Association from and against all action, Cost, claims and demands that may be made and/or raised upon the said property and/or the said building and/or the purchaser and/or the said Association in that behalf.

- 13. It is expressly clarified, agreed and understood between the parties hereto that if the said property is affected by any reservation, acquisition and/or requisition proceedings whether presently or at any time hereafter, including after the conveyance/transfer of the said building and the said property in favour of the said Association, then the Promoters shall have the sole, absolute and unconditional right and authority, and it alone shall be entitled to receive all the benefits which may be granted by the concerned Government bodies and authorities in respect thereof, including monetary benefits and compensation, and the TDR and/or additional FSI and neither the Purchaser herein nor the said Association shall raise any objection, dispute or claim in respect thereof.
- It is expressly and specifically clarified agreed, understood and confirmed by and 14. between the parties hereto that the unsold units, premises, etc. in the said building shall at all times, including after the formation and registration of the said Association and/or after the conveyance/transfer of the said building and the said property in favour of the said Association, be and remain the absolute property of the Promoters, and the Promoters may if they so desire, become member/s of the said Association in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the same in any mainer and such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, to any person or party of their choice, and neither the Purchaser herein, nor the said Association shall object to or gispute the same. On the Promoters intimating to the said Association the name or names of the purchaser/s or acquirer/s of such unsold units, premises, etc., the said Association shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection



to the same, and without charging/recovering from them any premium, fees, charges, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges, etc. in respect of the unsold units save and except the Municipal Taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoters occupy or permit occupation of any unit then such occupant or Promoters as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof.

15. The Purchaser shall take possession of the said Units Strict 15 (fifteen) days to the Promoters giving written notice to the Purchaser introducing that the said Units are ready for use and occupation.

Provided that if within a period of 1 (one) year from the nate of the said Units to the Purchaser, the Purchaser bring to the notice of the product of any defect in the said Units or the said building or the material used therein or any unauthorised change in the construction of the said building 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.

- 16. The Purchaser and their nominee shall use the said Units or any part thereof only for office purposes.
- The Purchaser alongwith other Purchaser of units in the said building shall join in 17. forming and registering the said Association, being a co-operative society or a condominium or a limited company as may be desired by the Promoters and for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Association and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoters within 4 (four) days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the said Association under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No Objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, at the case may be any other Competent Authority.
- Unless it is otherwise agreed to by and between the parties hereto the Promoters shall, within 4 (four) months of registration of the said Association, as aforesaid cause to be transferred to the said Association all the right, title and interest of the Promoters in the said property by obtaining/or executing the necessary conveyance of the said property (or to the extent as may be permitted by the authorities) and

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the said building in favour of the said Association.

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Commencing a week after notice in writing is given by the Promoters to the Purchaser that the said Units are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings i.e. in proportion to the built-up area of the said Units in respect of the said property and the said building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges lights, repairs and salaries of clerks, bill collectors, chor other expenses necessary and incidental to the mana the said property and the said building. Until the said said property and the said building transferred to it, Promoters their proportionate share of outgoings a time of being handed over possession of the said Unit de Durchaser s the Promoters a sum equivalent to 6 month's outgoings for payment of such outgoings. The amounts so paid by Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the said Association as aforesaid. Subject to the provisions of section 6 of the said Act, on such Conveyance being executed, the Promoters shall give an account of the amount collected as aforesaid and expenditure incurred thereon and pay the balance amount to the said Association as the case may be. The Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 20. The Purchaser shall at the time of being handed over possession of the said Units deposit with the Promoters a sum of Rs.350/- for entrance fees and share application money of the said Association as well as amounts towards legal charges, formation and registration of the said Association, security deposit equivalent to six months outgoings for proportionate share of maintenance charges, taxes and other outgoings and proportionate water, electric and fire cess deposits.
- The Promoters shall utilise the aforesaid sum paid by the Purchaser to the Promoters under the preceding clause for meeting all charges and expenses including professional costs of the Attorney-at-law/advocate of the Promoters in connection with formation of the said Association, preparing its rules contains and bye-laws and the cost of preparing and engrossing the conveyance.
- 22. The Purchaser hereby agree that in the event if any amount by way of premium or security deposit as fire cess is paid to the BMC or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or repayment of a similar nature becoming payable by the Promoters the same shall be reimbursed by the Purchaser to the Promoters in proportion of the built-up area of the said Units agreed to be





acquired by the Purchaser and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser.

- 23. The Purchaser with intention to bind all persons into whosoever's hands the said Units may come, do hereby covenant with the Promoters as follows:
 - (a) To maintain the said Units at the Purchaser' own cost in good tenantable repair and condition from the date of possession of the said Units and shall not do to or suffer to be done in or to the said building or any passages therein which may be against the rules repair and the laws of concerned local or any other authority.
 - Not to store in the said Units any good which are of hazardour combustible or dangerous nature or are a heavy about damage is construction or structure of the said building on corint of which are of sobjected to by the concerned local or other authority arry or cause to be carried heavy packages to upper floors which may damage or likely to damage the lift, staircase, common passages or any other structures of the said building including entrances of the said building and in case any damage is caused to the said building or the said Units on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - (c) To carry out at its own cost all internal repairs to the said Units and maintain the said Units in the condition, state and order in which it was delivered by the Promoters to the Purchaser.
 - (d) Not to demolish or cause to be demolished the said Units or any part thereof, nor at any time make or cause to be made any addition or alterations of whatever nature in or to the said Units or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains, pipes in the said Units and appurtenance thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis, or other structural members in the said Units without the prior written permission of the Promoters and/or the society/limited company.
 - (e) Not to do or permit to be done any act or things which may render vote of voidable any insurance of the said property and the said odding or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
 - (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Units in the compound or any portion of the said property and the said building.

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- (g) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser' interest or benefit factor of this Agreement or part with the possession of the said Unit 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.
- The Purchaser shall observe and perform all the rules are regulations which the said Association may adopt at its inception and the attitude alterations or amendments thereof that may be raide from the time to protection and maintenance of the said building and the units therein are for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and or government and other public bodies. The Purchaser shall also observed perform all the stipulations and conditions laid down by the said Association regarding the occupation and use of the units in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.
- (i) Till a conveyance of the said building is executed the Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said property and the said building or any part thereof to view and examine the state and condition thereof.
- 24. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of share capital for the promotion of the co-operative society or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
- Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said property or any interest in the said property or portion thereof. It is expressly agreed that the right of the Purchaser under this Agreement is restricted only to the said units agreed to be sold by the Promoters and agreed to be acquired by the Purchaser and all other premises and portion or portions and all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, terraces etc. will remain the property of the Promoters, and all right, title and interest in the said property shall continue to belong to the Confirming Party until the said property and the said building is transferred to the said association as hereinabove mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other allottees/Purchaser of premises as herein stated.

26. It is further expressly clarified, agreed and understood by and betagen the parties

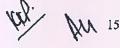
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hereto that the terrace on the top of the said building, shall always absolutely and exclusively belong to the Promoters and the Promoters, have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said building. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser, or the said Association, and neither the Purchaser nor the said Association and permutation authorised representative/s deputed by the Promote stand Association of Purchaser to go to the said terrace for repairs and mainter ance of the tank/s and/on such other common facilities, at all reasonable times.

- Any delay tolerated or indulgence shown by the Promoter in infercing the term of this Agreement or any forbearance or giving of time to the Promoters shall not be construed as a 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.
- 28. The building to be constructed by the Promoters on the said property shall at all times be named "Vaibhav Chambers" and this name shall not at any time be altered or changed without the prior written consent and permission of the Promoters.
- 29. The Promoters shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title and interest in the said property hereditaments and premises and the building constructed or hereafter to be erected thereon provided that the Promoters do not in any way affect or prejudice the right hereby granted in favour of the Purchaser.
- The Purchaser hereby agree, undertake and covenants with the Promoters that neither the Purchaser, nor the said Association shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser and the said Association shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to the label them to exercise and avail of the same.
- The Purchaser shall present this agreement for registration within the time prescribed by the Registration Act, 1908 and intimate to the Promoters the serial number under which the same is lodged for registration and thereafter the Promoters shall within the time limit prescribed by the Registration Act, 1908 attend such office and admit the execution thereof.
- 32. All letters, notices, circulars, receipts issued by the Promoters as contemplated by



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and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser and shall discharge the Promoters completely and effectually of their obligations, if sent to the Purchaser under Certificate of Posting at the following address (or at any other address as may have been subsequently notified by the Purchaser as and by way of change of address):

Bad Boys Entertainment Pvt. Ltd.

Vaibhav Chambers, Opposite Income Tax office,

Bandra - Kurla Complex,

Bandra (East)

Mumbai 400 051



This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No.XV of 1971) whichever may be adopted by the Promoters and the rules made thereunder/said Act and the rules made thereunder.

- All costs charges and expenses in connection with the formation of the said Association as well as the costs of preparing and engrossing the conveyance, stamp duty and registration charges thereof and all other agreements, transfer deed, or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorney of the Promoters for preparing and approving all such documents shall be borne and paid by the said Association or proportionately by all the holders of units in the said building. The share of the Purchaser in such costs, charges and expenses shall be paid by them immediately on demand.
- The Stamp Duty and Registration charges payable on this agreement shall be borne and paid by the Purchasers alone.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and the year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED

ALL THAT piece or parcel of the land admeasuring 2208 sq mtrs. Bearing Plot No. 1 Survey No. 341 (PT) CTS NO. 629/1264 situates at Village Bandra (East), Mumbai 400 051 and within the Registration District and Sub-District of Bombay City and Suburban bounded as follow i.e. to say:

On or towards East

: CTS No. 629/1267.

On or towards West

: 43 M wide road.

On or towards North

: Jagat Vidya Co-operative Housing Society Ltd.

On or towards South

: Rajiv Society and Temple.





THE SECOND SCHEDULE ABOVE REFERRED TO:

(Nature, extent and description of common areas and facilities/limited

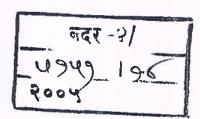
Common areas and facilities).

List of common areas and facilities:

- 1. Staircase.
- 2. Passage and Midlanding.
- 3. Common electric metre for common lights.
- 4. Lift.
- 5. Lift lobby.
- 6. Society's office.
- 8. Entrance Lobby.
- Overhead water tanks located on topmost floor of the building means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
- 10. Septic tank, drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).

Limited common areas and facilities:

Open/Stilt car parking spaces in the said building.



Restricted areas:

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Attached terraces on the topmost and topmost but one floors of the building for the exclusive use of the purchaser of units with attached terraces on the topmost and topmost but one floors of the building.

SIGNED, SEALED AND DELIVERED by)
the withinnamed Promoters)
M/S. SHRADDHA BUILDERS through their Partners) For SERADDHA BUILDERS,
Mr. Subhash Vishnu Deshmukh and	> Ath
Mr. Krishnakumar Pittie) Knight
in the presence of	PARVER
SIGNED, SEALED AND DELIVERED by)
Withinnamed Confirming Party)
ADHOC BOARD OF TRUSTEES OF)
VIDARBHA VAIBHAV MANDIR TRUST)

through their duly Constituted Attorney Mr. Subhash Vishnu Deshmukh and Mr. Krishnakumar Pittie in the presence of... SIGNED AND DELIVERED by the withinnamed Purchaser/s BAD BOYS ENTERTAINMENT PVT. LTD. through their Directors dr bad bots entertainment private limited,) Arvind Gupta ARVIND GIUPTA in the presence of ...)

RECEIPT

Received of and from the withinnamed Purchaser the sum of Rs. 10,00,000/- (Rupees Ten Lacs only) being the part consideration payable by them to us as withinmentioned, details whereof are as under:

Cheque No. 615601

Date 04.10.2005 <u>Drawn on</u>

Amount

Oriental Bank of Commerce 10,00,000/-Prabhadevi Branch, Mumbai

Total: 10,00,000/-

WE SAY RECEIVED For M/S. SHRADDHA BUILDERS

Witness:

Partner (PROMOTERS)

45 Meter Bandra-Kurla link Rd. KALA HAGAR ORIVEINN THEATER SION BANDRA LINK ROAD बदर-४/ Form 88

in replying please quote No. and date of this letter. 1, 175

- Ex. Engineer Bldg. Proposal (W. S.) H. and - K. Wards.

Municipal Office, R. K. Patkar Marg

Intimation of Disapproval under Section 346 of the Bombay This Cancels Approve to the previous Plans Municipal Corporation Act, as amended up to date. Sanctioned under No.

CE/S.51.../Bahi/W.S.AA.H. B./CE/ Dated 25.10.9

BS/A...

of 199

MEMORANDUM

Mo. CEZ551/WSZAH

Municipal Office,

Mumpa). DEC: 100

With reference to your Notice, letter No. 337. dated 1.21.97.199 and delivered on 199.... and the plans, Sections Specifications and Description and further particulars. and delails of your building, at the builtiding on plant bearing G. F. G. and of the building or work proposed to beserveted or executed, and Therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corpostion Act as amended upto-date, my disapprovals by thereof reasons:—

CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK A BEFORE PLININ C.C.

£ ... That the commencement certificate under section 44769 **€43 €46**\$ criff the P4_F2_ T.P. Art will not be obtained before preposed work,

2. That the compound wall is not constructed on ditable plant clear of the road widening line with foundation be broken of road side drain without obstructing the fl bruktom of road side drain without obstructing | waster from the adjoining holding to prove pos booffere starting the work as per D.C. Regulation i

W. That the low lying plot will not be filled upto will atleast 92 T.H.D. or 6" above adjoining road level buigher with murum, earth, boulders etc. and will not rollled and consolidated and sloped towards road side, before start ing the work.

 $w_{\rm e}$ That the specifications for layout/D_P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback Transf will not be developed accordingly including providing Rights and S.W.D. from E.E.R.C. (W.S.)/E.E.S.W.D. of W.S. saturitting F.C.C.

That the structural engineer will not be appointed, meano as per appendix XI (regulation 5(X)(ix) will be submitted by bies.

498 Throposed 6. That the structural design and calculations for work and for existing building showing adequacy there the additional load will not be submitted before C.C.

T. That the regular tranctioned/proposed lines and reservations will be got desertated at site through A.F. (Survey)/E.E. (T MED/E.E.D.P./D.I.L.R. before applying for C.C.

Mos. CE/SSL/WS/AH

- W. That the sanitary arrangement shall not be carried out as per Manacipal specifications and drainage layout will not be submitted
- That the R.U.T. and additional copy of plan shall not be submodified for agreeing to hand over the setback land free of compensation and that the setback handing over cft. will not be obtained from W.O. that the ownership of the setback land will not be trans-
- In. That the I.B. indemnifying the Corporation for damages, visiks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- That the requirements of N.O.C. of (i) R.S.E.S.Ltd. (ii) C.F.M. will not be obtained and the requisitions if any will not be crue-plied with before occupation oft./R.C.C.
- That the basement will not comply with basement rules and regulations and R.U.T. for not misusing the basement will not be basement will not be
- ES. That the conditions mentioned in the release letter of E.E.D.E. wooder Mo.99/3/A/A-8898 dated 7.9.93 and Mo.99/3/A/A-8893 dated 28.11.1996 will not be complied with.
- 10. That the qualified/registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.
- 15%. That the extra water and sewerages charges will not be paid to A.E.W.W.H/West ward before C.C.
- IV. That the development charges as per M.R.T.P. (amendment) act. 1992 will not be paid.
- IM. That the R.HVT. in prescribed proforms agreeing to demolish the excess area if constructed beyond permissible FSI Shall not be submitted before asking for C.C.
- MT. That the M.D.C. from Society alongwith extract of General Body Submitted before C.C.
- 200. That the requisite premium as intimated will not be paid before applying for $C_{-}C_{-}$
- That the R.U.T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.



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PAGE CEZSSEZUSZAH ext

That the C.C. shall not be asked unless payment of advance from providing treatment at construction site is made from Insecticides Officer and provision shall be made as and when required by the back stable ladder.

MANUSCRIPTIONS TO BE COMPLIED DEFERE FURTHER C.C.

23. That the notice in the form of appendix XVII of D.C.R. shall rect be submitted on completion of plinth.

28. That H.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.

C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. *-

That the separate vertical drain pipe, sail pipe with a separate gally trap, water main, 0.H. tank etc. for Mursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.

26... That some of drains will not be laid internally with C.I. pipes...

27. That the dust bin will not be provided as per C.E.'s circu. Mo.CE/9297/II dated 26.6.1978.

29%. That the surface drainage arrangement will not be made in communitation with E.E.(S.W.D.) or as per his remarks and a completing contificate will not be obtained and submitted before applying for occupation certificate/B.C.C.

ZF. That the 18' wide paved pathway upto staircase will not be provided.

That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon ; and will not be lew-elled and developed before requesting to grant permission to processly the bldg- or submitting the B.C.C. whichever is earlier.

That the name plate/board showing plot no., name of the bldg_etc. shall not be displayed at a prominent place before G_C_C_F_C_C_

That the carriage entrance will not be provided before starting the work.

33... That the parking spaces will not be provided as per 0...R. $Ho_*36...$

That M.C.C.will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.



Mass CEZ553 /085 /AH

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In That every part of the building constructed and more particolarly overhead water tank will not be provided with the proper access for the staff of Inserticide Officerwith a provision of temporary but safe and stable ladder.

That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.

That the letter box of appropriate size shall not be provided for all the tenements, at the ground floor.

That the infrastructural works such as construction of handformes/penholes, ducts for underground cables, concealed wiring imside the flats/rooms, rooms/space for telecom installations etc., required for providing telecom services shall not be provided.

That the regulation Mo.45 and 46 of D.C.Reg.1991 shall not be examplised with.

qm. That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

D)_ CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. ==

I. That the cft. u/s.278-A of the B.M.C.Act will not be obtained from H.E.'s department regarding adequacy of water supply.

EVERTOPY Jod Kiman

Executive Engineer Building Proposal (W.S.)

HE K/East Wards.

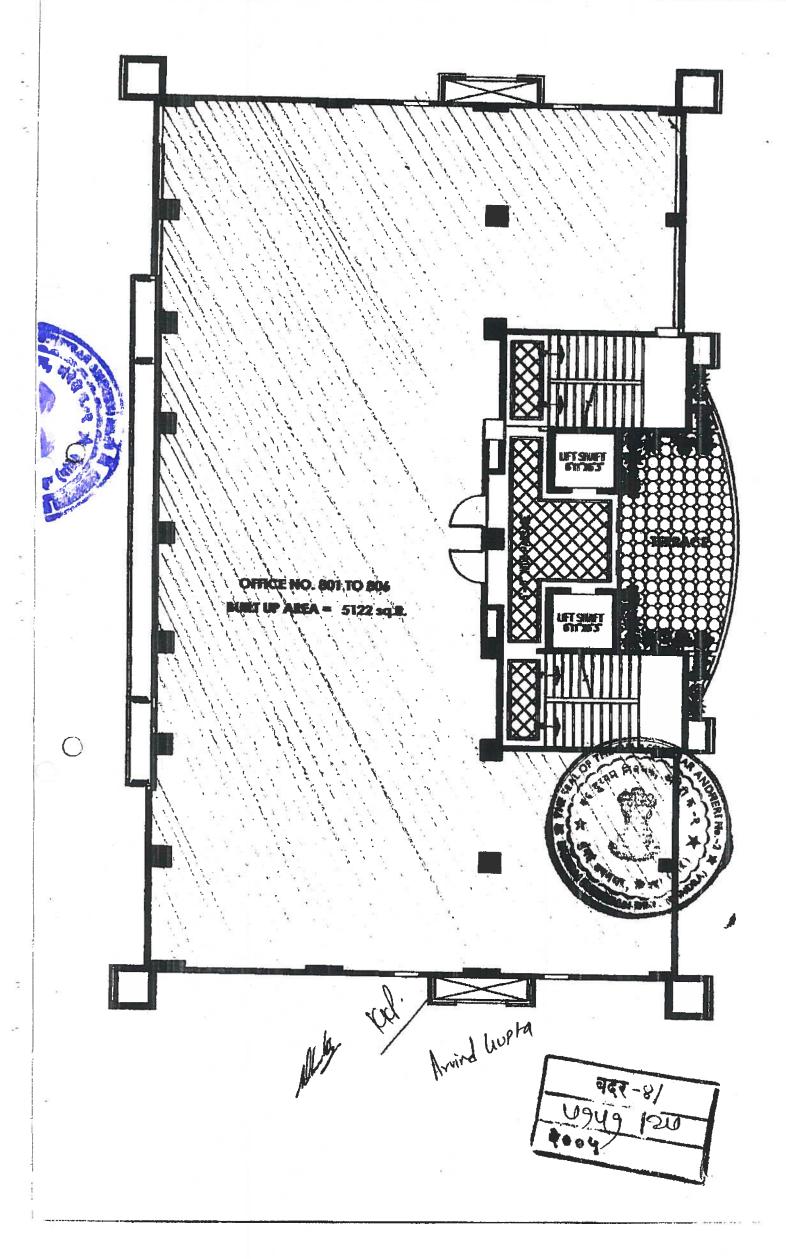
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SIDNICIPAL CORPORATION OF GREATER SIDNIBAL FORMIA MANAKASITRA REGIONAL AND TOWN PLANNING ACT, 1966 Ex. Engineer Bldg. Proposal [W. NO.CE 55 NEWWSINIVAK OF Hand K - Wards COMMENCEMENT CHRESTICATE Hunicipal Office, R. K. Patter Mary Bandra (West), Humbal-con 050. This I.O.D./C.C. is issued subject to the provision of Urban Land delling and Regulation Act. 1976 With reference to your application No. 7055 dated 1/4/95 for Development fermission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Munibul Municipal Corporation Act 1888 to creet a building. To the development work of Adag CIS No. 629/1244 at promises at Street Sanzetasse Plot No. 629/1244 Plot No. 629/1244 Plot The Commencement Certificate/Building Permit is granted on the following conditions: . I. The land vacated in consequence of the endorsement of the setback line/road widening line shall John 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 his issue. 4. This permission does not entitle you to develop hand which does not vest in you. 5. This Commencement Certificate is renewable every year but such extended period shall be in no iso exceed three years provided further that such lapse shall not bur any subsecquent application for fresh entification under section 44 of the Mahara thira Regional & Town Planning Act, 1966. 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai If :-(n) 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 Mumbai is contravened or not complied with. (c) The Municipal Commissioner of Greater Mumbai 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. 7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, a gigo res, administrators and successors and every person deriving title through or under him. Afast. Encentive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act. This CC is valid upon (\$29.5.3.2001) The Commencement Certificate is for carrying out the work up to Still height-10-6" only The Municipal Corporation of Greater Mum TIFIED TRUE COPY lixeoutive ling. /Assistant ling. Building Proposals. 1.O.D. / CO. / O.C.C. / B.C.O. (Western Subs.) "II & K/West" 'K/East & P'/Wards' FOR W; E/B, P, Wardunicipal Corporation for Greater MUMBAI

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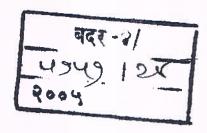


ANNEXURE - E

LIST OF AMENITIES

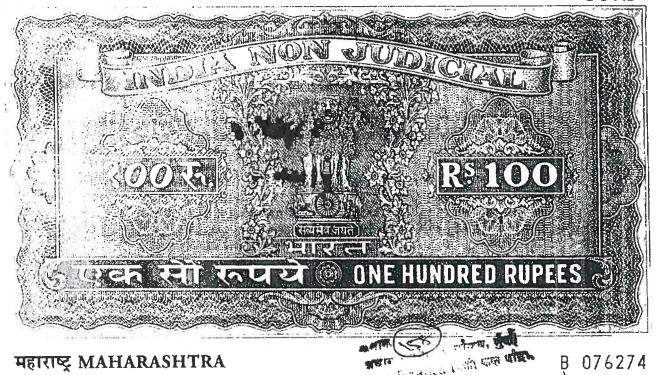
- Elegant architectural design.
- A striking exterior.
- Sophisticated interiors.
- > A grant entrance and an impressive entrance foyer.
- > High power lifts of a reputed make.
- Gleaming granite flooring in tile form.
- > Concealed plumbing and wiring.
- > Attractive landscaped surroundings.
- > Ample parking space.
- > Hi-tech security system with inter-com facility.





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100Rs.



महाराष्ट्र MAHARASHTRA

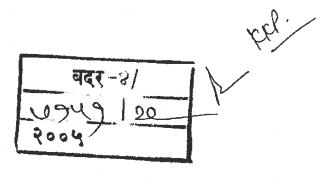
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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS, We Subhash Vishnu Deshmukh and Krishna Kumar Pittie of Mumbai Indian inhabitant having our address. Vaibhav Chambers, Opposite Income Tax office, Bandra - Kurla Complex Bandra (East), Mumbai 400 051, SEND GREETING GISTA

WHEREAS, We are Partners in SHRAJ nership fign, duly registered under the Indian Parmet hid Acta s registered office at Vaibhay Chambers, Opposite income hax office; Complex, Bandra (East), Mumbai 40 301, mainly involved in development of Commercial Project and own as "VAIBHAY and the involved in Scientific and the involved in the i uction and MBERS", and will be involved in Sale/Lease of eement for the prospective Purchasers/Lessee, and sale/lease pertaining to above referred of

cute certain Documents AND WHEREAS We are required to sign and /Agreements/ Undertakings/ Declarations/ Papers in the name of Firm as Partners.



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AND WHEREAS due to pre occupation and practical difficultie. We are not in a position to attend the Sub – Registrar's office at Mumbai and/or Bandra for presenting such documents / Agreements / Undertakings / Declarations/ Papers / executed by us and to admit execution thereof:

AND WHEREAS therefore, We are desirous of appointing MR. MADANLAL HEMRAJ MAKWANA as my constituted Attorney to attend the office of the Sub-Registrar of Assurances, Mumbai and/or Bandra and admit the execution of the documents that are or may be executed by us in our capacity as the Partners of the Firm.

NOW THESE PRESENTS WITNESS that We SHUBHASH VISHNU DESHMUKH and KRISHNAKUMAR PITTIE do hereby nominate, constitute and appoint the said MR MADANLAL HEMRAJ MAKWANA as our true and lawful Attorney in our name and on our behalf to do, inter-alia, the following acts, deed and things, viz.

1. To present the said Agreements for registration, to admit execution thereof before the Sub-Registrar or Registrar having authority for and to have them registered according to law and to all acts, deeds and things which our said Attorney shell consider necessary for effecting and completing the registration of the Agreements, as fully and effectually in all respects as We could do the same ourself.

2. we hereby authorize our said Attorney to present for registration and admin execution on our behalf all such documents executed or to be executed by us as Partners of Shraddha Builders.

AND We do hereby undertake to ratify and confirm an and whatever otheract or acts our said Attorney shall lawfully do, execute of perform of cause to be done, executed or performed in connection with the registration of the said Agreement under and by virtue of this deed notwithstanding any express power in that behalf is hereunder provided.

INWITNES WHEREOF We, Subhash Vishnu Deshmukh and Krishna Kumar Pittie Partner of Shraddha Builders have hereunto set our respective hands and seal this day of February 2005

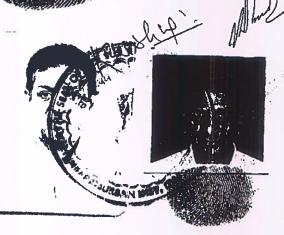
SIGNED AND DELIVERED

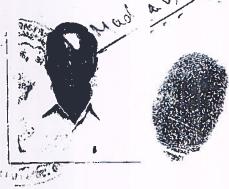
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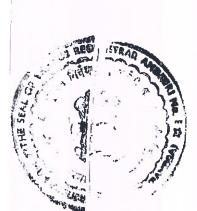
- Subhash Vishnu Deshmukh Partner of SHRADDHA BUILDERS
- 2. Krishna Kumar Pittie Partner of SHRADDHA BUILDERS

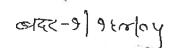










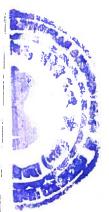












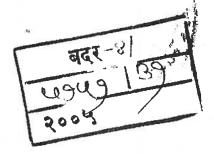
र्यु व विश्वा राज्य अन्य प्रति करने विश्व व

साम्या कोळशे हुए। () तमलातान झाम्या २) ५८५ जित्र नाथ रा)ः २८५ जनकरम् अस्तास ५०

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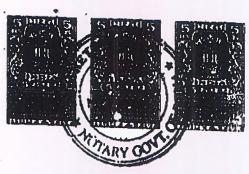


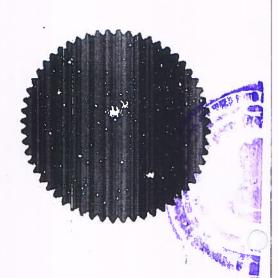
वर्ष उपनगर जिल्हा.











TO ALL TO WHOM THESE PRESENTS SHALL COME, WE Mr. R. S. GAVAI, Chief Trustee, Mr. G.G. LONEY, Mr. K. G. DESHMUKH, Mr. COURSES, P.C.DIGHADE Trustees of VIDARBA VAIBHAV MANDICARUST, WILLIAM Mumbai Indian Inhabitants residing at Bombay only SEND

WHEREAS:

Vendors therein referred to of the FIRST PAIT AND MR. SUBHASH VISHNU DESHMUKH of M/S. SHRADHA BUILDERS, being the Developers therein referred to of the OTHER PART, we have agreed to construct and said M/s. SHRADDHA BUILDERS agreed to develop the properties more particularly described in schedule hereunder written for the consideration and upon the terms and conditions therein mentioned.

CHAIRMAN BOXED OF TRUSTEES
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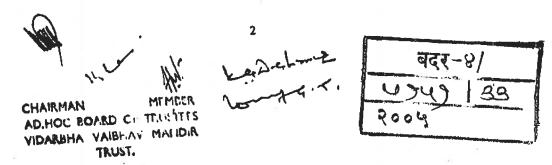
Karanta. 5.

132 -8/ 132 -8/ AND WHEREAS pursuant to the said Agreement for Development we have agreed to execute the Power of Attorney in favour of nominee of SHRADDHA BUILDERS in order to enable Developer to take such steps and such actions set out herein.

(B)

NOW KNOW YE AND THESE PRESENTS WITNESSETH that we Mr. R S. GAVAL, Chief Trustee, Mr. G.G. LONEY, Mr. R. G. DESHMUKH, Mr. H.W. TONEY, Mr. P.C.DIGHADE do hereby jointly nominate, constitute and appoint MR. SUBHASH VISHNU DESHMUKH AND MR.KRISHNAKUMAR PITTIE of Mumbai Indian Inhabitants ... be our true and lawful attorneys (herein after for brevity's sake to be referred to as "the said Attorneys") to do and execute all such acts and things in our names for development work. Duration of Power of Attorney shall be restricted till the time of completion of construction work and handing over the possession as agreed upon with the trust.

- 1. To carry on correspondences on our behalf and all concerned authorities including Government of Maharashtra and all its departments, Municipal Corporation of Greater Mumbai and/or Town planning Authorities and/or City Survey Officer, office of Collector Talathi and/or Charles and/or Police Authorities and/or any authorities of the Concernment or Sciul Government in respect of the said properties describe in the Scherille helow.
- 2. To nominate appoint, engage and authorise Solicitors a docates, Architecta, Surveyors, Engineers, Sub-Contractors and other profession contactors are sign and give warrants or Vakalatnamas or other necessary authorities in their favour and such other authorities in their favour as may be necessary and retainers from time to time and to revoke their appoints and pay their remunerated including special fees and charges.
- 3. In connection with or relating to the said immovable properties described in the Schedule hereunder written to take action against person or tenants, occupiers etc. in any Court to represent us in any Court of Law and to sign. all application, plaints, written statements, affidavits, Vakalatnamas, declarations and other proceedings as may from time time be found necessary proper or





advisable and to settle or compromise such proceedings and/or enter upon any agreements relating to the said development of properties or to refer the same to arbitration or to otherwise deal with the same as effectively, to all intents and purposes as if we are acting in our person and for the purpose aforesaid to appoint Advocates/Solicitors and professionals and to sign, Vakalatnama and/or authorisations in our behalf put at Attorney's risk as to costs.

- 4. To initiate such of the legal, Civil and criminal proceedings against any person/s which may be necessary for management, preservations and commol of the said properties and to prosecute and/or defend any of such proceedings and to affirm plaints, affidavits and all such other papers and writings as may be necessary for the said legal proceedings and also 'o engage Advocate/s for and in connection with the said legal proceedings.
- 5. To allow to commence the development work of the said properties and to take such of the action and steps as may be necessary to commence the said development work and to complete the said development work that to execute all such applications and writings as may be necessary.
- Greater Bombay and such other private and public additionary for making availability of water, electricity on the said properties that may be required for that to execute necessary undertaking and bends that fremish necessary deposits to the authorities concerned.
- 7. To represent before the public, local and/or private authorities in respect of the said development of the properties and .o take such of the action and things as may be necessary for effectually commencing the said development work and completing the same.
- 8. To manage the said property more particularly described in the Schedule hereunder written and to take such of the steps as may be necessary to manage and develop the said properties.

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CHAIRMAN MEMBER
ADJHOC BOALD OF TRUITIES
VIDARBHA VAIBHAY HARIDIR
TRUST,

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To pay and discharge all our just and lawful debts, liabilities, premium, fees, deposits, taxes and levies in respect of the said properties and also to incur necessary expenditure in respect thereof.

To sign and execute all papers, correspondence and all other deeds and assurances and documents of any kind whatsoever which ourselves could have done for the completion of the said development work.

- To attend to represent us before any officers or authorities of the Government of Indian or any other state or states or before all revenue, municipal public or other officers including those of Income Tax as occasion shall arise for any purpose connected with the said development work.
- 12. To take any actions and steps as our said attorney may deem fit and proper and necessary in the best interest of ourseives as well as in the best interest of the said properties.
- 13. To do all other acts and things which may be necessary to the done for rendering these presents valid and effectual to all interest and purposes) in the best interest of the properties.
- 14. To empower on our behalf in our names and to represent our the City Survey authorities, land record authorities, Collector of Land revenue and assess or of municipal rates and taxes, town planning authorities, commissioner of police and municipal officers for the renewal of grant of the licences or permits or for any other purposes as may be necessary under any local act, rule or regulations and also to appear before any public or Government Officer or other authorities whomsoever.
- 15. In the interest of the development at Dadar site, subject to approval of FSI 2 by developer, Developer agrees to hand over area of 1365 sq. ft. Built-up to the presently occupier/Mn. Fenandia ft. M/s. MI-HIND RESTAURANT and an area of 7238 sq. ft. Built-up to the VIDARBHA VAIBHAV MANDIR TRUST against the total area of 8603 sq. ft. built-up as per drawings

CHAIRMAN MEMBER
AD.HOC BO/RD OF TRUSTES
VIDARBHA VAIBHAY MANDIR
TRUST.

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submitted by VIDARBHA VAIBHAV MANDIR TRUST to M/S. SHRADDHA BUILDERS. Any additional area for the same site if approval by the B.M.C Developer will have right to retain the same with them.

To pay various deposits and scrutiny fees to the Municipal Corporation of Greater Mumbai and other concerned authorities as may be necessary for the purpose of obtaining sanctions for the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorney and to give valid and effectual receipts in our name and on my behalf in connection with the refund of such deposits.

- 17. To apply for and obtain the completion certificate and/or occupation certificate including part occupation certificate from the authorities concerned in respect of development of said property
- To sign and execute all writings which may be necessary for taking over possession from Collector, handing over and/or surrendering and/or transferring any portion of the said property falling in the set back area or under reservation to the BMC or any other concerned authority and to apply for and obtain in lieu thereof any additional Fourpose of utilizing the same on the said property.
- Right) and utilise the same upon the property and those the permitted FSI construction and for the purpose to obtained and discovering and confirmations and certificate from the Municipal deporation of Greater Bombay and other concerned authorities.
- 20. To get the said property surveyed by all authorities including by Surveyors, Architects or S.L.R. authorities and upon such survey being done to execute Deed of Rectification, supplemental agreements or any other writings or writing confirming the variation of the area if any, of the said lands and to do all necessary acts, deeds, things and matters

CHAIRMAN MEMBER AD HOC POSTED OF TELUETERS VIDARBHA MABINA MARIDIR TRUST.

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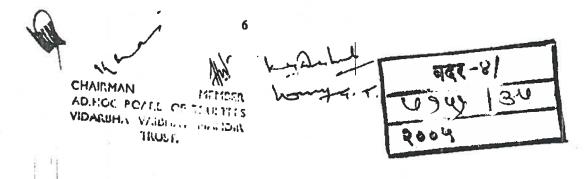
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including presenting and getting such documents registered with the authorities concerned and to go the authorities including Municipal Revenue, etc.

In respect of constructed premises allocable to the Developers to make bookings for and confirm, sell or otherwise sell and transfer the premises/units to be constructed upon the said property to various allotties / purchasers and to appropriate sale proceeds received in respect, thereof and to pass / give effective receipts for the same and for the purpose to sign in our name as a confirming party to any allotment letters, agreements for sale and other papers.

- 22. To sign and execute all such documents and writings as may be necessary for the effectual completion of the work of the said properties described in the Schedule hereunder written.
- 23. To execute such of the documents and writings as may be necessary and to lodge the same for Registration with the Sub-registrar of assurances at Mumbai and/or before any of the authority under the Registration admit execution on or behalf of all the documents execute of assurances at executed in future.
- 24. AND GENERALLY to do and cause to be done all a matters as our said attorney shall fit and proper to development of the said immovable property as empty and could have personally done.
- 25. And we hereby agree and undertake to adopt, accept, rectify and confirm all and whatever our said attorney shall lawfully do or cause to be done in the premises aforesaid by virtue of these presents.
- 26. To substitute and appoint from time to time one or more attorney under the said attorney with the same or limited powers and to remove and discharge such substitutes or substitute at the pleasure of the said attorney





may deem fit and proper. If the said attorney thinks fit and proper he shall be entitled to appoint such substitute with irrevocable powers conferring such powers as he may think fit and proper and in such powers as he may think fit and proper and in such event such proper of attorney shall not be revocable and I shall not revoke the same.

27. In order to enable the said Developers to carry out development of the said property we have agreed to execute an irrevocable power of attorney in favour of two nominees of the said Developers at the costs, expenses, risk and responsibility of the said Developers.

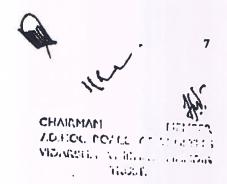
The said Development Agreement is stamped with the stamp duty payable as required under Article 5(g-a) of the Bombay Stamp Act, 1958 and is treated as main/principal document under Section 4 of the said Act and this Power of Attorney is treated as incidental and/or subsidiary document and stamped accordingly.

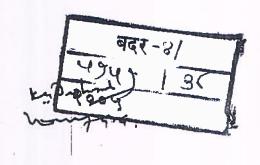
IN WITNESS WHEREOF WE Mr. R. S. GAVAI, Chief Trustee, Mr. G.G. LONEY, Mr. K. G. DESHMUKH, Mr. H.W. TONEY, Mr. P.C.DIGHADE herein to set and subscribe our respective hands at Bomba; to this aforesaid day of November 1999.

THE SCHEDULE OF THE PROPERTIES ABOV

1. DADAR:

All THAT piece or parcel of land or ground together the perfect of dwelling house standing thereon situates, lying and beautiful and Shankar Road, Dadar (West), Mumbai - 400 028, in the Registration District and Sub-District of Bombay City and Bombay Suburban and in the District of Bombay Suburban containing by admeasurement 399.65 sq. mtrs. And/or there about and registered in the books of Collector of Land Revenue' under old No. D/3798, 4608, 4027 and New Survey Nos. A/1865, and 4/1865 (part) and 1966 Part Cadastral Survey No. 1423 and 1425 (part) of Lower Parel







Division in 'G' Ward No. 3323 and 3324 of Street Nos. 64, 64A, 66, 66A and old Street No. 787, 788 and d784 and Final Plot No. 475 TPI-IV (Mahim) bounded as follow i.e. to pay:

On or towards East : Bhawani Shankar Road,

On or towards West : Property of Shri Harishankar Dadaji Kawley

On or towards North: Property of Bhraman Seva Mandal

On or towards South: Property of Shri Laxman Ramkrishna Kulkarni.

BANDRA

ALL THAT piece or parcel of the land admeasuring 2208 sq mtrs. Bearing Plot No. 1 Survey No. 341 (PT) CTS NO. 629/1264 situate at Village Bandra (East), Bombay - 400 051 and within the Registration District and Sub-District of Bombay City and Suburban bounded as follow i.e. to say:

On or towards East : CTS No. 629/1267

On or towards West : 43 M wide road.

On or towards North: Jagat Vidya Society.

On or towards South : Rajiv Society and Temple

SIGNED SEALED AND DELIVERED

by the WITHINNAMED

1. Mr. R. S. GAVAI, Chief Trustee,

2. Mr. G.G. LONEY

3. Mr. K. G. DESHMUKH

4. Mr. H.W. TONEY

5. Mr. P.C.DIGHADE

in the presence of

MEMBER AD MOR POARD, OF TRUSTERS CHAIRMAN VIDARDIA VAIBNAS HACIDAS

MEMBER CHAIRMAN ADTOC POPED OF TRUSTES VIDARBHA MABILAY MAMDIN TRUST

ATTESTED BY MB बदर - ४/ ADVOCATE NOTARY GOVT. OF INDIA

ft, "Prakash" Destant Street, Santacruz (W), Mumbai - 400 054

दस्त गोषवारा भाग-1

96/08/2005

द्य्यम निबंधकः

दस्त का 7151/2005

4:05:11 pm

अंधेरी 2 (अधेरी)

7151/2005 दरस क्रमांक : दस्ताचा प्रकार: करारनामा

अनु क. पक्षकाराचे नाव व पता

पक्षकाराचा प्रकार

छायाचित्र

अंगहताचा रुख

गांव पंड वाँगान इंटरटटमेन्ट प्राांक्षि वे राचालक अरवित

वताः पर्यक्ति सं

गरूनी/रस्ता.

ईम र ति नाव वैभव संबर्स

केत वस्पाहत. एक कुला हात्व नाम

भवर, गण,-

सही Arvind Lupta

नतः ने अध्या बिरुद्धमं चे भागीवार सुनाप व्ही वशमुख व कृत्यक्रमार वित्ती या नावातको भूखस्यार मदभासात एम

शक्तां वाना परा वस्थाति है:

mail store हैंगार कि सुद्ध के व के हा

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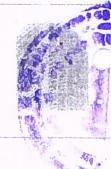
नात अंडबॉप बार्ड और इस्ट ऑफ विवेष वेगव मंतीर उ हर दोर मुसल्यान सुनाम दिष्यु देशमुख य कृष्णकुमार म ११ व या दोदानक मुखलगर मदनलाल मंघरास

पान चर क्लंट न वर्गालप

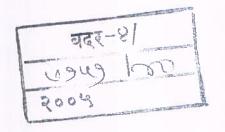
गान्यता देणार

वय









दस्त गोषवारा भाग - 2

वदर4

दरत क्रमांक (7151/2005)

दस्त क्र. [वदर4-7151-2005] चा गोषवारा

बाजार मुल्य :27740065 भोवदला 19000000 भरलेले मुद्रांक शुल्क : 1387100

दरत हजर केल्याचा दिनांक :06/08/2005 03:53 PM निष्पादनाचा दिनांक : 06/08/2005

दस्त हजर करणा-याची सही:

Arvind Gurda

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 06/08/2005 03:53 PM

शिक्का क. 2 ची वेळ : (फ़ी) 06/08/2005 04:02 PM शिक्का क्र. 3 ची वेळ : (कंबुली) 06/08/2005 04:04 PM शिक्का क्र. 4 ची वेळ : (ओळख) 06/08/2005 04:05 PM

दस्त नोंद केल्याचा दिनाक : 06/08/2005 04:05 PM

पावती क्र.:7153 दिनांक:06/08/2005 पावतीचे वर्णन

नांव: बॅड बॉयज इंटरटेटमेन्ट प्रा लि चे संचालक अरविंद गुप्ता - -

30000 :नोंदणी फी

840 :नक्कल (अ. 11(1)), पृष्टांकनाधी नक्कल

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

3084/р: एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख :

खालील इसम असे नियेदीत करतात की, ते दस्तऐवज करुन देणा-यांना ध्यक्तीशः ओळ्खतात, व त्यांची ओळख पटवितात.

1) गीता मेराई - - ,घर/फ्लॅट नं: -

गल्ली/रस्ताः

र्धुगारतीचे नावः संकल्प

ईमारत नं:

केंद्र/यसाहतः जनकल्याण नगर

शहर/गाव:-

चीलुका: मालाड

2) सत्यवान जाधव - - ,घर/फ़लॅट नं: वरीलप्रमाणे

ल्ली/रस्ता: -

ईमारतीचे नायः

ईमारत नं:

पेठ/वसाहत:

शहर/गाव:-तालुकाः -

पिन: -

2004

प्रसाणित करणेल व पाने आहेत. बस्तामध्ये पहिण . ८०६

सह. हुच्यम निवंधक मुंबई उपनगर जिल्हा.

अंधरी 2 (अंधरी)



बदर-४/७७५ /२००५ पुस्तक ग्रमंत १, कमांक सीद्या हिंदांची

सम् तुच्यम निबंध कं, अंधेरी मुंबई उपनगर जिल्हा.



नवंयक, अंधेरी क्र. १० सह, दुव्यम शुंबई उपनगर जिल्लाः.



मार्थिक महिल्ला यांना लारि ि 5/06/18 च्या पावती क्र. 660 ५ अर्जानुसार सम्बद्ध हिंसी 106/2018

भह. दुख्यमीने इसका अधिरा-ए

general and a second

दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

दरतक्रमांक व वर्ष: 7151/2005

नोंदणी 63 म.

Wednesday, June 20, 2018

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

3:04:37 PM

गावाचे नाव: बांद्रा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व वाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 19,000,000.00

बा.भा. रू. 27,740,065.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 629/1264/-/- वर्णनः विभागाचे नाव - बांद्रा - पुर्व (अंधेरी), उपविभागाचे नाव - 29/167 - भूभागः उत्तरेस सांताकुझ - चेंबुर लींक रोड, पुर्वेस व दक्षिणे्स गाव सीमा / खाडी व पश्चिमेस द्वुतगती मार्ग. सदर मिळकत सि.टी.एस. नंबर - 629 मध्दे आहे. कार्यालय नं 801 ते 806 , 8 वा मजला, वैभव चेंबर्स

(1)बांधीव मिळकतीचे क्षेत्रफळ 476.02 चो.मी. आहे.

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मे श्रध्दा विल्डर्स चे भागीदार सुभाष व्ही देशमुख व कृष्णकुमार पित्ती या दोघांतर्फे मुखत्यार मदनलाल एम मकवाना - -; घर/फ़्लॅट नं: -; गल्ली/रस्ताः -; ईमारतीचे नावः वैभव चेंबर्स ; ईमारत नं: -; पेठ/वसाहत: बांद्रा कुर्ला कॉम्पलेक्स ; शहर/गाव: -; तालुका: -; पिन: 51; पॅन

(2) ॲडहॉक बोर्ड ऑफ ट्रस्ट ऑफ विर्दभ वैभव मंदीर ट्रस्ट तर्फे मुखत्यार सुभाष विष्णु देशमुख व कृष्णकुमार पित्ती व या दोघांतर्फे मुखत्यार मदनलाल मेघराज मकवाना - -; घर/फ़्लॅट नं: वरीलप्रमाणे ; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नंः -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव

(1) बॅड बॉयज इंटरटेटमेन्ट प्रा लि चे संचालक अरविंद गुप्ता - -; धर/फ़्लॅट नं: -; गल्ली/रस्ताः -; ईमारतीचे नावः वैभव चेंबर्स ; ईमारत नंः -; पेठ/वसाहतः बांद्रा कुर्ला कॉम्पलेक्स ; शहर/गावः -; तालुकाः बांद्रा पू ;पिनः 51; पॅन नम्बरः -

व संपूर्ण पत्ता करून दिल्याचा 06/08/2005 (7) दिनांक

नोंदणीचा

(8) (9) अनुक्रमांक, खंड व पृष्ट 06/08/2005 7151 /2005

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 1387025.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 30000.00

(12) शेरा

दुग्रम निबंधक, अंधेरी क्र. २, मुंबई उपनगर जिल्हा.



उसेश हार्गकर यांना त्यांचे दि २०१० ७ 1.8 च्या पावती क्र. 73 अर्जानुसार नवकल दिली दि 21 06 2018

मह. दुय्यम निबंधक अंधेरी-२

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