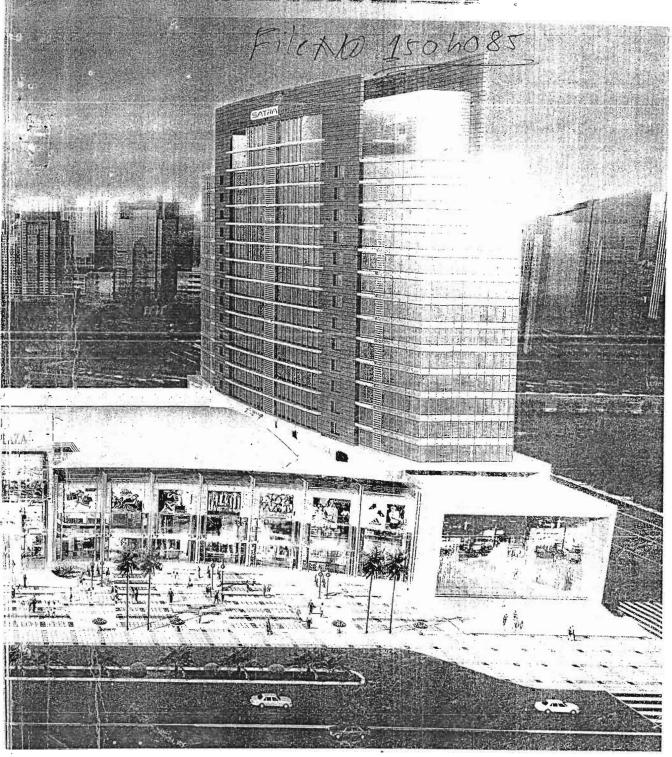
AGREEMENT FOR SALE SATRA PLAZA

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DEVELOPERS



SATRA PROPERTIES (INDIA (III) 4).

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गावाचे नाव

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पावती

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दिनांक 21/04/2009

दस्तऐवजाचा अनुक्रमांक

2009

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:खोत प्राजकता विवेक

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

1400.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (70)

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दुय्यम निंबधक

सह दु.नि.का-ठाणे 11

बाजार मुल्य: 4896780 रु.

मोबदला: 5530000रु.

भरलेले मुद्रांक शुल्क: 276500 रु.

देयकाचा प्रकार :डीडी/ध मुक्क इस्तिऐवज् परत दिल्या

बॅकेचे नाव व पत्ताः केनरा बँक ,मांडुप;

बॅकेचे नाव व पत्ता: केनरा बॅक ,भांडुप; डीडी/धनाकर्ष क्रमांक: 731509; रक्क्नी 80000 रू.; दिमांक: 09/04/2009 रितापीन्क

दुय्यम निबंधक, ताणे -११

मुळ दस्तऐवज प्रात् मिळाला



012412001657/731509 अदायगी आदेश / PAY ORDER JOINT SUB REGISTRAR THANE

Pay

.... THIRTY THOUSANDS ONLY

रुपये / Rupees

Not Over than INR **** 3000000

केनरा बेंक CANARA BANK

भारता : मिंडुप (मेर्न), मुंबई - 400 078 Branch : Bhandup Main, Minabai 300 078 (0124)

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दिनांक / Date:

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प्रधिकृत हस्ताक्षरकर्ताएँ /Authorised Signatory/ies

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ACKNOWLEDGEMENT For the Customer PART III

199408 Serial No.

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Drawn on Can are Banly Bhondup mounty or Cash towards franking of document Agreement Vide P/O No. / Cash / Transfer Cheque .7.31.5...[.

Signature / Stamps of Bank

bank is not liable for anything related to the document.

(Words) two lakh seventy six thousand five hundred only

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13/04/2009

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this _____ day of <u>April</u> in the Christian Year Two Thousand Nine (2009) BETWEEN SATRA PROPERTIES (INDIA) LIMITED., a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Dev Plaza, 2nd floor, Opp. Andheri Fire Station, S. Va Road, Andheri (West), Mumbai 400 058, hereinafter referred to as "the Promoters." (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 ONE PART AND Ms./ Mr./Mrs./M/s. Prajakta Vivek Khot adult, Indian Inhabitant/ a partnership firm/ a Company registered under the provisions of Companies Act, 1956, resident on the business at/having its registered office at 1502, Dream, Bldg. No.1, L.B.S. Marg, Near Pawar School, Bhandup (W), Mumbai hereinafter referred to as "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof deem to mean and include his/her/their heirs, executors and administrators/its partner or partners for the time being and from time to time of the said firm and the heirs, executors and administrators of the last surviving partner/successor and successors-in-title) of the Other Part:

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WHEREAS:

- A. City & Industrial Development Corporation of Maharashtra Limited, (hereinafter referred to as "the Authority") is the owner of all that piece and parcel of land or ground bearing Plot No.19 admeasuring 9996.80 sq. meters., and adjoining contiguous land bearing Plot No.20 admeasuring 9241.71 sq. meters., respectively situate lying and being at Sector 19-D, Vashi, Navi Mumbai and more particularly described in Firstly and Secondly in the First Schedule hereunder written (hereinafter individually referred to as "the said Plot No.19" and "the said Plot No.20" respectively);
- B. By an Agreement to Sale dated 4th January, 2005 and made between the Authority of the One Part and Navi Mumbai Municipal Corporation (hereinafter referred to as "the Corporation") of the Other Part, the Authority, sold, granted and assured, unto Corporation the 2 (two) office buildings standing (now demolished) on the said Plot No.19 and agreed to demise/lease the said Plot No.19 for a term of 60 years at or for the consideration and on the terms and conditions therein contained;
- C. By another Agreement to Lease also dated 4th January 2005 and pade between the Authority of the One Part and Corporation of the Other Pada le Authority agreed to lease/demise unto the Corporation, the said 10t No.204 a period of 60 years with effect from 1st April 2005, subject to the payment of the premium and lease rent reserved therein and subject to the passer rance and performance of the terms and conditions therein contained;
- D. By a Lease Deed dated 26th September, 2006 and registered with the Sub-Registrar of Assurances at Thane-II under Serial No.TNN-11/05363 of 2006 and made between the Authority of the One Part and the Corporation of the Other Part, Authority thereby granted, transferred, assigned and demised unto the Corporation the said Plot No.19 together with the then 2 (two) office buildings standing thereon (since demolished) for a term of 60 years commencing from 4th January, 2005 subject to the payment of rent thereby reserved and the covenants and conditions there under contained;
- E. The Corporation had invited composite tender/bids for sale/lease of the said Plot No.19 together with 2 (two) office buildings (since demolished) having built-up area of 14995.20 sq. meters., along with the contiguous said Plot No. 20 and more particularly described Firstly and Secondly in the First Schedule hereunder written and in pursuance thereto the offer of Om Housing Company Pvt. Ltd., for an aggregate sum of Rs.61,59,99,972.40 (Rupees Sixty One Crore Fifty Nine Lac Ninety Nine Thousand Nine Hundred Seventy Two and Forty paise Only),

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being the highest bid was accepted by the Corporation vide its letter dated 1st July, 2005 bearing No. NMMC/CE/EE(MP)/1041/2005;

- F. In pursuance of the acceptance of the bid of the said Om Housing Company Pvt. Ltd., by a Deed of Assignment dated 28th December, 2006 and registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN-11/07454 of 2006 on 28th December, 2006 made between the Corporation, therein referred to Vendors/Assignors of the One Part and the said Om Housing Company Pvt. Ltd., therein referred to as "the Purchaser/Assignee" of the Other Part, the Corporation with the consent of the said Authority thereby granted, sold, assigned, released, transferred, conveyed and assured unto the said Om Housing Company Pvt. Ltd., the said leasehold Plot No.19 more particularly described Firstly in the First Schedule hereunder written for the balance of the un-expired period of the lease term of 60 years created under the said Lease Deed dated 26th September, 2006 together with all the right, title and interest of the Corporation in respect of the said 2 (two) office buildings standing thereon (since demolished) as therein stated;
- G. By a Tripartite Agreement also dated 28th December, 20th and registered with the Sub-Registrar of Assurances 25 hane up Serial No.11/07453 of 2006 on 28th December, 2006 and made between the Authority, therein referred to as "the Corporation" of the First Part, and the Corporation therein referred to as "the Original Licensee" of the Second Part and Om Ideasing Company Pvt. Ltd., therein referred to as "the New Licensee" of the Authority thereby transferred all their rights, benefits, interest, claim and demand derived under the said Agreement to Lease dated 4th January, 2005 in respect of the said Plot No.20 more particularly described in Secondly in the First Schedule hereunder written at or for the consideration and on the terms and conditions therein contained;
- H. The said Om Housing Company Pvt. Ltd., had submitted a scheme of amalgamation under Section 391 and 394 of the Companies Act, 1956 with the Promoters herein (formerly known as Express Leasing Ltd.) in the Company Petition No.45 of 2007 filed in the High Court at Bombay and the same has been approved by the High Court, Bombay by its Order dated 16th April, 2007 and assets and liabilities of the said Om Housing Company Put 3 Ltd. stand vested in the Promoters;
- The Authority vide its Letter dated 27th March, 2008 bearing No. CIDCO/M(TS)/2787 has taken note of the afore-recited amalgamation of the said Om Housing Company Pvt. Ltd., with the Promoters herein and has recorded the

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name of the Promoters herein in place and in stead of the said Om Housing Company Pvt. Ltd.;

- J. In the premises aforesaid, the Promoters have become entitled to the said Plot No. 19 together with the two office buildings standing thereon (since demolished) and more particularly described Firstly in the First Schedule hereunder written and the said Plot No. 20 more particularly described Secondly in the First Schedule hereunder written;
- The said Authority has vide its Letter dated 24th February, 2006 bearing No. CIDCO/MM(III)/VS/19D/19&20/83 granted its consent/permission for amalgamation of the said Plot No.19 with the said Plot No.20 and utilization of additional FSI subject to payment of prescribed charges and other terms and conditions as therein stated to the end and effect that the said Plot No.19 and the said Plot No.20 after amalgamation can be developed as one composite amalgamated plot by constructing a composite commercial building on the amalgamated plot by utilizing the entire FSI of the amalgamated plot and other benefits available in respect thereof. The amalgamated plot is more particularly described in the Second Schedule hereunder written and is hereinafter referred to as "the said property";
- L. The Government of India, Ministry of Environment and Forests (I.A. Division) vide its Letter dated 4th March, 2008 bearing No.F.No.21-719/2007-IA.III has granted the environmental clearance for the development of the said projectly by constructing thereon building/s subject to the terms and conditions therein contained;
- M. The Promoters have prepared and submitted plans corporation, for construction of 1 (one) composite commercial building to be known as "SATRA PLAZA" comprising of 2 (two) level basement, ground and 18 (Eighteen) or such upper floors as may be sanctioned from time to time by the Corporation (hereinafter referred to as "the said commercial building");
- N. The ground floor and 3 upper floors above the basement level are hereinafter for the sake of brevity referred to as "the Mall Portion" and 4th floor to 18th of the said commercial building above the ground level are hereinafter for the sake of brevity referred to as "the Office Portion"). The tentative user of the said commercial building to be known as "SATRA PLAZA" is as under:
 - (a) 2 (two) level basement for parking of cars, vehicles, stores etc.
 - (b) 3 (Three) floors above the ground shall be the shopping Mall which in turn shall comprise of multiplex theatre, food court, super market, shops and kiosks etc., with independent entrance lobby;

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- (c) Part of 3rd (Third) floor above the ground level shall be the service floor;
- (d) 4th (Fourth) to 18th (Eighteenth) floors above the ground level shall comprise of offices with independent entrance lobby and lift.
- O. Accordingly the Promoters have prepared and submitted plans to the Corporation for its sanction for construction of the said commercial building to be known as "SATRA PLAZA" comprising of 2 (two) level basement, ground and 18 (Eighteen) or such upper floors as have been sanctioned under Commencement Certificate dated 24/04/2008 bearing No. NMMC/TPD/BP/Case No. A 8151/1295/08;
- P. (i) The Promoters have represented that the Promoters are constructing a multi user commercial building as setout in Recital "N" as aforesaid;
 - (ii) The purchasers of the shops/kiosks/units/premises in said Mall Portion and the said Office Portion in the said commercial building shall have separate entry and exits to and from the respective said portions as well as separate car-parking spaces;
 - The Promoters shall on the completion of entire redevelopment of the said (iii) property, will submit the said property i.e. the said plot and the multistoried building constructed thereon to the provisions Apartment Ownership Act, 1970 (MAO Act), by executing and a aisterina a "Declaration" (as provided under Segion 2 of the MAO Act) thus a condominium of all the purchasers of the said condercial building viz., mall portion and Office Portion in accordance with the terr conditions of this Agreement and thereafter execute separate Feeds of Apartment in favour of the prospective purchasers of all the mises and other areas in the said commercial building SUBJECT to all the prospective purchaser/s paying to the Promoters all the dues payable under their respective agreements and also strictly complying with all their obligations there under. It is expressly clarified, agreed and understood and confirmed that to oversee and manage the day-to-day functioning and maintenance of the said commercial building viz., Mall Portion and Office Portion the Promoters shall appoint a Management company and/or for the administration and maintenance of the said commercial building and the Purchaser/s hereby agree/s and undertake/s to abide by the bye-laws and rules and regulations of Management Company. The Purchaser/s is aware that the purchasers/occupiers of the said Mall Portion and the said Office Portion shall be charged at differential rate for semputation of the monthly outgoings and/or maintenance chargest These terms being of essence and the Purchaser/s being fully aware of its importance, do

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hereby agree and confirm that in the interest of all shop/unit/holders/offices in the said Commercial Building and for the purpose of effective management of the same it is desirable that the Promoters be vested with these power and authority and which power bestowed/conferred upon the Promoters is declared by the Purchaser/s not being arbitrary and unreasonable and also not prejudicial to the interest of minority or otherwise.

- Q. In the premises aforesaid, the Promoters are enjoined to construct the said commercial building to be known as "SATRA PLAZA" in accordance with the plans that have been sanctioned by the Corporation and which may be amended from time to time and intends to sell the various units/kiosks/shops/offices /apartments etc. on what is known as Ownership basis under the provisions of Maharashtra Apartment Ownership Act, 1970 inter alia to lease out, grant license etc. as the case may be.
- R. The Promoters have entered into a prescribed Agreement with the Architect Hiten Sethi & Associates registered with the Gouncil of Architects and also appointed M/s. Reinprofile Consulting Engineers as tructural designs and drawings and specifications of the backing and the Purchaser/s accept the professional supervision of the said Architect and the said structural Engineer till the completion of the building unless otherwise changed;
- S. The Purchaser/s has/have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said property viz. Deed of Assignment dated 28th December, 2006 and Tripartite Agreement also dated 28th December 2006, and all other relevant agreements and title documents, orders, permissions, consent letters, Commencement Certificate and all the plans, designs and specifications prepared by the Promoters' Architects and such other documents, as all specified under the Maharashtra Apartment Ownership Act, referred to as "the said Act") and the Rules made there under;
- T. The said Om Housing Company Pvt. Ltd., prior to its merger/amalgamation with the Promoters as setout in Recital "H" had availed of term loan facility from Housing and Urban Development Corporation Limited, (hereinafter referred to as "the said Institution") for developing the said property against the security of the said property and all the units/offices/premises/shops in the proposed buildings to be constructed on the said property and had executed an Indenture of Mortgage dated 13th March, 2007 duly registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN-11/1736 of 2007 with the said

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Institution and mortgaged the said property in their favour. As per the arrangement entered into with the said Institution all the sales proceeds received from sale of offices/premises/units/shops in the proposed new building/s are to be remitted to a designated loan account towards re-payment of loan amount;

- U. Copies of the following documents are annexed hereto as Annexure "A" to "C" respectively:-
 - (i) Commencement Certificate dated 24/04/2008 bearing No. NMMC/TPD/BP/Case No. A -8151/1295/08:
 - (ii) Title Certificate of M/s. B. K. Gala & Associates dated 24/12/2008.
 - (iii) Floor Plan.
- V. It is clarified by the Promoters that the aforesaid building plans, though approved by the Corporation and are liable to be changed and/or revised and/or amended as per the requirements of the Promoters and/or as may be ultimately approved/sanctioned by the Corporation and other concerned public bodies and authorities. The Promoters reserve the right to do of the Promoters is acknowledged and accepted by the Purchasers;
- W. Hereinafter for the sake of brevity, the term Purchase's shall be referred to as "the Purchaser/s" and shall include investor/s for the ourposes of Article 5(g-and) of the Schedule I to the Bombay Stamp Act, 1958;
- X. While sanctioning the said plans for the said commercial building the concerned local authorities, the Corporation 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 constructing the said commercial building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said commercial building shall be granted by the concerned local authority;
- Y. The Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the documents Orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoters contained in these presents;

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- Z. The Purchaser/s being fully satisfied in respect of the title of the Promoters to the said property has/have approached the Promoters for purchase of Office/Shop/Unit/Kiosk-No. 503 admeasuring 87.33 sq. meter (i.e. 940 sq. feet) carpet area on the Fifth floor in the said commercial building to be known as "SATRA PLAZA" (hereinafter called "the said premises") under construction on the said property with full notice of and on the basis of the terms conditions and provisions contained in the various agreements, writings, documents papers, writings, plans, orders, schemes, etc. referred to hereinabove and subject to the terms and conditions hereinafter appearing. The said premises is more particularly described in the Third Schedule hereunder written;
- AA. The Promoters are required to execute a written Agreement for Sale of the said Premises with the Purchaser/s being these presents at a register this Agreement under the Registration Act 1908;
- AB. Relying upon the said applications, declaration and agreement herein appearing, the Promoters have agreed to sell to the Purchaser/s the said premises at the price and on the terms and conditions hereinafter appearing.

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

- Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly.
- The Promoters are constructing a commercial building comprising of two level 2. basements, ground and 18 or such upper floors to be known as "SATRA PLAZA" (hereinafter referred to as "the said commercial building") on all that piece and parcel of amalgamated plot bearing Plot No.19 and Plot No.20 admeasuring 19,238.51 sq. meters., in the aggregate situate lying and being at Sector 19-D, Vashi, Navi Mumbai and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said property") in accordance with the plans specifications and designs that have been and from time to time may be sanctioned by the Navi Mumbai Municipal Corporation (hereinafter referred to as "the said Corporation") and other local authorities, which plans have been seen and approved by the Purchaser/s 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. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or modifications in the said plans including changes in the height and locations of the said commercial building/car-parking facilities etc.,



the size and location of the amenity spaces and open areas as per the rules and directives of Corporation or any other local-authority provided that the Promoters shall not make any variations or modifications which may adversely affect the area of the said premises of the Purchaser/s. It is specifically agreed and understood that if any consent is required to be taken by the Promoters before carrying out any of the changes, then the Purchaser/s hereby gives his/her/their irrevocable consent and shall be deemed to have given his/her consent. Provided that the Promoters shall not make any variations or modifications which may adversely affect area and floor of the said premises of the Purchaser/s.

- Subject to the rights, benefits, interests, and privileges reserved by and/or 3. granted to the Promoters hereunder and subject to the disclosures made by the Promoters, the Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell unto the Purchaser/s Office/Unit/Shop/Kiosk No. 503 admeasuring 87.33 sq. meters (i.e. 940 sq. feet.) carpet area (which is inclusive of the area of balcony) on the Fifth floor in the Mall/Office Portion of the said Commercial Building to be known as "SATRA PLAZA" however excluding amenities within the said premises (i.e. bare without any finishes) and demarcated by red colour hatched lines on the typical floor plan hereto annexed and marked as Annexure "C" (hereinafter referred that the said premises") at or for a lump sum total consideration of Rs. 55.00000/- (Rupees Fifty Five Lac Thirty Thousand Only) which includes the sousideration for enclosed balcony and the proportionate price of the common and facilities appuries int to the said Premises. The said Premises are more particularly escribed in the Third Schedule hereunder written. The Purchase shall have a specific interest in their respective common areas and acilities dimited f otherwise pertaining to the said commercial building in propor of the area of the premises agreed to be sold hereunder to the total area of the said Building. The nature extent and description of the common/limited/restricted common areas and facilities are more particularly described in the Annexure "D" annexed hereto.
- 4. The Purchaser/s hereby agrees to pay to the Promoters the said total consideration of Rs. 55,30,000/- (Rupees Fifty Five Lac Thirty Thousand Only) in the following manner:
 - (a) Rs. 22,12,000/- (Rupees Twenty Two Lac Twelveth Thousand Only) to be paid on or before execution of these presents as and by way of earnest money;

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- (b) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the completion of 15% of R.C.C. Work of the said commercial building;
- (c) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the completion of 30% of R.C.C. Work of the said commercial building;
- (d) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the completion of 45% of R.C.C. Work of the said commercial building;
- (e) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the completion of 60% of R.C.C. Work of the said commercial building;
- (f) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the completion of 75% of R.C.C. Work of the said commercial building;
- (g) Rs. 2,76,500/- (Rupees Two Lac Seventy and Five Hundred Only) on or before the completion of 100% of R.C.C. With of the said commercial building;
- (h) Rs. 2,76,500/- (Rupees Two Lac Statenty Six Tobasand Five Hundred Only) on or before the completion of Brick work/masonry work internal & External Plaster of the said commercial banding.
- Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the installation of Electrical Main Cable/Fire Fighting Equipment;
- (j) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the installation of Elevators;
- (k) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Rundred Only) on or before the completion of the finishing work of lobby of king main door of the said Premises;
- (I) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) on or before the completion of Outer Cladding and Elevation of the said commercial building;

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(m) Rs. 2,76,500/- (Rupees Two Lac Seventy Six Thousand Five Hundred Only) being the ultimate balance of the purchase price against delivery of possession of the said premises;

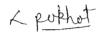
It is hereby agreed by and between the parties hereto that the Purchaser/s shall draw all the cheque for payment of installments and all other amounts through Project Escrow Account in the name of "Satra Properties (India) Ltd. Escrow A/c. Hudco Ltd A/c. No.723543297" maintained with Indian Bank, Vile Parle (East), Branch as per HUDCO's guidelines. Time as to payment shall be of the essence and the Purchaser/s shall be liable to pay interest @ 24% p.a. on all delayed payments from the due date till the date of payment thereof.

- 5. The said Om Housing Company Pvt. Ltd., prior to its merger/ amalgamation, as stated above, availed of term loan facility of Rs. 100 crores from Housing and Urban Development Corporation Limited (HUDCO) for developing the said property and has created the security of the said property and all the proposed units/offices/premises/shops of the building being constructed on the said property as setout in the duly registered Indenture of Mortgage dated 13th March 2007. Hence, the right, title and interest created herein is subject to the prior mortgage/charge of HUDCO. As per one of the and conditions of the said Indenture of Mortgage, the Promote's have to remit all said proceeds receivable from the Purchasers of the premises in said commercial building to a designated loan account towards repaymen on amount and in hereof HUDCO shall release its claim on the paricular premises. No Sjection Certificate shall be obtained from HUDCO before sale/lease of the said fremises to the purchaser/s herein. THAN TO
- 6. (i) On the completion by the Promoters of the development of the said property and receipt of the Occupation Certificate in respect of the said commercial building, the Promoters shall submit the said property i.e. the leasehold plot more particularly described in the Second Schedule hereunder written and the new multistoried building constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 (MAO Act) and shall thereafter execute individual/separate the Deed of Apartment in favour of the Purchaser/s SUBJECT to the Purchaser/s strictly complying with all the terms and conditions of this Agreement including payment of the entire consideration and all sums due and payable hereunder. The Purchaser/s hereby agrees to abide by the Byelaws of the Condominium as registered with the Declaration and subsequent modification thereof, if any

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- (ii) The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary for the formation and registration of the Condominium and also for safeguarding the interest of the Promoters and of the other purchasers and occupants of the other premises in the said commercial building.
- (iii) It is further agreed that in the event the Condominium of holder of premises in the said commercial building formed and registered before the sale and disposal by the Promoters of all the premises/units/offices and other areas in the said commercial building, the power and authority of the Condominium so formed of the Purchaser's and all the other purchasers of the said commercial building shall always be supply overall authority and control of the Promoters in all respects of all the concerning the said commercial building, the construction of additional floors on the said commercial building and/of seditional with and and amenities pertaining to the same in particular the usage of a car-parking spaces, common areas, common terrace above the top floor including a the unsold premises/shops/office and other areas the said coming building and the disposal thereof. The Promoters shall be likely a pay the municipal taxes at actual in respect of the unsold premises and the Promoters shall join in as the members in respect of such unsold premises and as and when such premises are sold to the persons of the choice of and at the discretion of the Promoters, the Condominium shall be bound to admit such purchasers as members without charging any premium 9386 other extra payment or transfer charges.
- The Condominium shall in any event be subject to the overall authority (iv) and control of the Management Company to oversee the maintenance and administration of the said commercial building. It is expressly clarified, agreed and understood and confirmed that to oversee and manage the day-to-day functioning and maintenance of the said commercial building viz., Mall Portion and the said Office Portion, the Promoters shall appoint a Management company and/or outsource the maintenance of the same to a reputed contractor and the Purchaser/s hereby agree/s and undertake/s to abide by the bye-laws and rules and regulations so framed. These terms being of essence and the Purchaser/s being fully aware of its importance, do hereby agree and confirm that in the interest of all shop/unit/holders/offices in the said Commercial Building and for the purpose of effective management of the same it is desirable that the Promoters be vested with these power and authority and which power bestowed/ conferred upon the Promoters is declared by the Purchaser/s as not being arbitrary, unreasonable, contravening any of the provisions of



law and also not been projudicial to the interest of minority or otherwise. These terms and covenants shall be included in the Declaration to be executed by the Promoters under Section 2 of MAO Act.

- (v) The Advocates & Solicitors of the Promoters shall prepare all the documents necessary for the formation and registration of the Condominium and transfer of each premises to the respective Purchaser/s as well as the Bye-laws of the Condominium. All costs, charges and expenses including stamp duty, registration charges in connection with the preparation, stamping and execution of each Deed of Apartment shall be borne and paid by the respective Purchaser/s and all costs, legal charges, expenses and transfer charges, if any payable to the those in connection with all the Declaration under Section 2 of the MAO Act, Deeds of Apartment, and all other documents shall be borne shops/offices/premises/kiosks/unit purchasers of the said com building in the same proportion as the darpet area of their respect premises bears to the total carpet area of all the premises in the commercial building. After the registration of the Declaration specifying the limited common areas and facilities etc. in the event of necessity of amendment in number of members and incidentally oting powers due to increase in any FSI benefits or otherwise, in such an event, the condominium shall within 30 days from the date of demand of the Promoters shall initiate necessary steps for the amendment of relevant bye laws and/or shall initiate necessary steps to register such bye laws with the office of sub registrar.
- It is expressly and specifically clarified, agreed, understood and confirmed (vi) by and between the parties hereto that the unsold premises and other premises including car parking spaces in the basement levels of the building standing on the said property shall at all times, including after the formation and registration of the and/or after execution of the declaration be and remain the absolute property of the Promoters, and the Promoters may if it so desires, become member of the condominium 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 of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the condominium shall object to or dispute the same. On the Promoters intimating to the condominium the name or names of the purchaser/s or acquirer/s of such

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unsold premises etc., the condominium shall forthwith accept and admit such purchasers and acquirers 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 other amount of whatsoever nature in respect thereof.

(a) Without prejudice to the right of the Promoters to receive interest @ 24% p.a. on all delayed payments, on the Purchaser/s committing default in payment on due date (time being always of essence) of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate shares of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein concerns shall be entitled, at its own option, to terminate this Agreement.

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- (b) Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoter shall have given to the Purchaser/s 15 (fifteen) day prior potice in writing of its intention to terminate this Agreement and of the addate each or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after the giving of such notice.
- Provided further that upon termination of this Agreement as aforesaid, the (c) Promoters shall forfeit the earnest money paid by the Purchaser/s hereunder and refund to the Purchaser/s the installments of sale price of the said premises which may till then have been paid by the Purchaser/s to the Promoters from the sales proceeds received by the Promoters from the sale of the said premises to such persons at such price at the sole discretion of the Promoters but the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount or compensation on any ground whatsoever and upon termination of this Agreement and refund of aforesaid amount by the Promoters The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or en-cashes the cheque or not, will amount to the said refund. The Promoters hereby agrees 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 thereafter and shall, before handing over possession of the said premises to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said premises.

- 8. The fixtures, fittings and amenities to be provided by the Promoters in the said commercial building are those that are set out in **ANNEXURE** "E" annexed hereto.
- 9. The Promoters have represented to the Purchasers, inter alia on the following points which are specifically agreed and accepted by the Purchaser/s and in future the Purchaser/s shall not be entitled to challenge in any manner and on whatsoever ground:
 - (a) The Promoters shall be entitled to commence and carry out the commercial activities on the graind, first, second and third floors, multiplex i.e. to exhibit the films and for other permissible commercial user of its own or through its Licensees, Lessees Tenants, Conductors etc.
 - (b) The Promoters shall be entitled to deal with and/or dispose of such units/multiplex, kiosk, Atrium etc. on ownership basis also in such event, condominium shall be liable to admit such Purchaser/s as a ook member of the condominium.
 - The Promoters have made the provisions for the purpose of car (c) parking/arrangements at two level basements and lay bye area as and by way of limited common areas and facilities. The Promoters have provided car parking spaces in the 2 level basements and lay bye area, out of which the Promoters shall be entitled to deal with and dispose of and/or allot such car parking space for the use, enjoyment and benefit of premises holders for ground, first, second and third floors as per the details set out Firstly in the Fourth Schedule hereunder written and car parking nos. 1 to 140 in the lower basement has been retained for the use, enjoyment and benefit of the premises purchasers of 4th to 18th floors, whose detail is more particularly set out secondly in the Fourth Schedule hereunder written. The Purchaser/s hereby agree either individual or jointly and/or condominium as the case may be and shall always abide by such provisions of right to entry and exit and shall not be entitled to raise



any claim or demand contrary to such provisions. It is hereby agreed by and between the parties hereto that for all the unsold and/or unallotted car-parking spaces in the said commercial building the Promoters shall have the sole and absolute right to formulate the basis of usage of such unsold parking lots and charges, if any to be levied for such usage even after formation of the condominium. The Promoters shall also be entitled to decide the mechanism for the grant and management of right to manage the parking to such professional Management Company on such terms as may deem fit and also finalise schemes for such management and also frame rules and regulations for the day to day functioning and management of the same and which shall be binding on the Purchaser/s and their respective heirs, executors, assigns and successors-in-title. The Purchaser/s is aware that the Promoters shall be entitled to decide the terms and conditions and the rate/charge/levy on which the parking of cars in the open or in the basement shall be allowed. The Purchaser/s agree that the Promoters shall have the terms and conditions, rate of parking charges, timing of parking, place of parking and subject to availability, or space and that the parchaser/s shall not be entitled to demand to be provided any additional carparking spaces. The Promoters have informed the Purchaser/s that they shall further have the right to reserve such number of parking spaces as they may in their absolute discretion demibe used for parking of any person or person or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.

- It is specifically agreed by and between the parties hereto that as regards the car parking space set out firstly in Fourth Schedule hereunder written which shall be looked after and/or maintained by the Promoters alone so long as its unsold and/or unless the Promoters are agreeable that condominium shall be entitled to look after and/or maintain.
- (e) The Promoters shall be further entitled to appoint and post its security guards for the purpose of administration and/or maintenance of car parking spaces as per the details set out Firstly in the Fourth Schedule hereunder written but at its own costs and charges.
- (f) The Purchasers shall not be entitled to raise any objection, make any claim or demand contrary to the above agreed terms and conditions, as the Promoters have agreed to sell the said premises specifically, to



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the purchaser herein having freely and willingly accepted the conditions recorded herein.

- (g) The Purchasers shall not be entitled to make any claim or raise any demand against the Promoters, in the event of Promoters agreed to grant on leave and license basis or conducting basis or the lease basis, Premise/s on the ground, first to third floors, non occupancy charges and/or any additional amount from the Promoters in any manner.
- (h) The Promoters shall if permitted provide electricity for the entire building through MSEB by way of two electricity meters. One of such meter shall be utilized for supply of electricity for the ground, first, second and third floors and another meter shall be utilised for supply of electricity meter of 4th to 18th floors. The Promoters shall make further provisions for installation of sub meters for supply of electricity meter to the respective premises. The respective premises holders shall be liable and/or responsible to bear and pay electricity charges either to the electricity supply company destricity charges the promoters as the case may be.
- It is specifically agreed by the Purchasers that the Purchaser shall join the hands with other premises burchasers for formation and registration of the condominium under the provisions of Mahaueshtra Apartment Ownership Act 1970 and for the purchasers shall execute all necessary papers, applications, declaration etc. which may be required. However, the purchasers shall not be entitled to make any claim or demand to form either co-operative Society of Jimited ? company nor they shall initiate any steps to form and register either co-operative Society or the Limited Company.
- under the provisions of Maharashtra Apartment Ownership Act, 1970 and formation of condominium the Promoters shall continue to have absolute right in respect of any additional benefits which may be available to them in respect of the said property by virtue of any change in the Government Policy, Notification and/or Rules and Regulations of the Authority i.e. CIDCO, in such an event all such benefits shall exclusively be accrued in favour of the Promoters and not either individually or jointly in favour of the Purchasers or condominium as the case may be. The Promoters shall be at liberty to utilize such additional benefits inter alia of FSI available in respect of

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the said property more particularly described in the Second Schedule hereunder written or elsewhere as the case may be. In the event if the Promoters intend to utilize the such benefits on the existing building in that event, the Promoters shall be entitled to do so either on the common terrace of 18th floor or on the roof/terrace of the Mall portion and/or construct an additional wing on the said property as the case may be and in such an event the Purchasers jointly and/or severally or the condominium in that event shall not be entitled to make any objection, any claim or demand contrary to those terms and conditions. If the Promoters construct any additional premises on the said property as stated above, the condominium shall be liable and/or responsible to admit purchaser/s of such premises as a member of the condominium without charging any additional sums by way of donatlon, transfer fees or any sums by whatever name called.

10. The Promoters shall give possession of the said premises to the Purchaser/s on or before August 2009. If the Promoters fails or neglects to give possession of the said premises to the Purchaser/s on the aforesaid date and/or on such date as may be extended by mutual consent then the shall have the option to terminate this Agreement after giving and days not be win writing, whereupon the Promoters shall be liable on demand to refund to the shaker/s amounts already received by it in respect of the said premises along simple interest @ 9% per annum from the date of the receipt of the respective from the by the Promoters till payment. It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be a refund of monies paid with simple interest @ 9% that and that the Purchaser/s shall not be entitled to claim for loss and/or damages and/or mental trauma or otherwise howsoever. Till the entire amount along with interest thereon is refunded by the Promoters to the Purchaser/s the same shall subject to prior encumbrance if any, be a charge on the said premises but only to the extent of the amount so due to the Purchaser/s. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. The Purchaser/s agrees that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these present whether the Purchaser/s accept/s or en-cashes the cheque or not, will amount 2008 the said refund. 9388

The Promoters shall hand over the possession as stated hereinabove but subject however to the availability of steel, cement and other building material and grant of necessary electric and water connections or supply and other building material



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and also subject to any war, civil commotion, riots or act of God such as earthquake, flood or other natural calamities and also subject to the Government restrictions and/or enemy action, war, strike or any notice, order, rule, notification of the government and/or other public or competent authority or any injunction or stay or any other order by any Court of Law or any cause beyond the control of the Promoters or any other reasonable cause and the Purchaser/s 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.

- 11. It is hereby expressly clarified, agreed and understood between the parties hereto that:
 - (a) The Promoters hereby covenant with the Purchaser/s that the permissible FSI on the said property is 1.5 and that no part of the FSI relating to the said property has been utilised by the Promoters elsewhere for any purpose whatsoever;
 - (b) The Promoters alone shall be entitled to use, utilise and consume the additional FSI, if any loaded or to be loaded by it from any other outside properties, if any made available, for construction on the said property in any manner it deems fit and proper, and as make the said property in whether now or at any time in future and the latter the formation of the Condominium and Purchaser/s of the premises shall not be entitled use or consume the same at anytime hereafter.
 - The entire increased, additional and extra 📆 l. which may be available at (c) any time hereafter in respect of the said property of SI married to the said property or if any floating FSI consumption is possible exceeding present norms of the Corporation on the said property for any reason whatsoever including because of change in the status, D. P. Plan, D.C. Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available after execution of the Declaration in respect of the said property or any part thereof, together with the said commercial building, 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 for the benefit of the Promoters and neither the Purchaser/s herein nor the Condominium shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and りょみと electricity;

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- The Promoters shall have the full right, absolute authority and unfettered (d) discretion to use, utilise and consume the aforesaid FSI and/or additional FSI respectively for construction on any property as may be permitted by law, including the said property, for the purpose of extending the said commercial building thereon by constructing additional floors, and/or for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoters may desire and deem fit and proper;
- The Promoters alone shall be entitled to use, utilise and consume the (e) entire increased, additional and extra F.S.I. and/or FSI married to the said larger property which may be available at any time hereafter in respect of the said property and/or any part thereof and/or if any TDR-FSI consumption is possible exceeding present norms of the Authority and/or Navi Mumbai Municipal Corporation on the said property or any part thereof for any reason whatsoever for construction on the said property in any manner it deems fit and proper, and as may be legally permitted, whether now or at any time in future for the purpose an extending the said commercial building thereon, and/or for constructing any additional structures/ buildings/wings and floors thereon, and/or other se howsoever, as the Promoters may desire and deem fit and proper;
- It hereby expressly clarified by the Promoters that the present building is (f) being constructed on the South side of the said property and in the additional FSI is available for construction on the said property any time in future due to any reason whatsoever the Promoters propose to construct a separate wing on the north side of the said property and for the said purpose the Promoters shall be entitled to amend the layout of the property, open areas etc., and the Purchaser/s hereby expressly give their consent to the Promoters carrying out such changes and constructing the 938 additional wing/building; (19

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It is agreed and understood that at any time before the execution of the (g) declaration as envisaged herein in favour of the condominium the Promoters shall be entitled to amalgamate the said property with any other adjacent property which it may have already purchased/ acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Purchaser/s shall not raise any objection to or dispute such

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amalgamation of the sald property by the Promoters. After the execution of the declaration the Promoters shall be entitled to do so with the permission of the condominium.

- (h) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said commercial building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. Save and except the Purchaser/s of the common terrace neither the Purchaser/s nor the said Condominium nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;
- (i) The condominium shall admit as its members althoughtset's of such new and additional premises in the form of strops/units/premises whenever constructed on the said property.
- All such new and additional premises in the form of tenements offices, (j) shops, units, premises buildings and structures shall absolutely and exclusively belong to the Promoters and/or their nominees as the case may be and neither the Purchaser/s herein, nor the condominium 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 or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser's nor the condomination shall-rais? The dispute or objection thereto and the Purchaser/s hereby 86 his/her/their irrevocable consent to the same; 21
- (k) Subject to the aforesaid, the Promoters shall at their sole and absolute discretion decide and/or formulate the mechanism for management of the day to day administration of the said commercial building and which shall be binding on the Purchaser/s herein and/or the other purchasers of the building and if necessary they shall execute such documents, agreements, writings/bye-laws as may be required by the Promoters for such purposes.
- (I) The Purchaser/s 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 its rights as mentioned herein, nor shall they



claim any abatement or reduction in the purchase price due to the same nor shall they 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 due to the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;

- (m) The provisions of this clause shall always be of the essence of this Agreement and shall always remain binding upon the purchaser/s. run with the land and these covenants shall be included in the Declaration to be executed by the Promoters under Section 2 of the MAO Act.
- 12. The Purchaser/s shall take possession of the said premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the said premises is ready for use and occupation.

Provided that if within a period of (1) (one) year from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any defect in the said Premises or the building in which the said Premises is situated or the material used their or any unauthorised change in the construction of the said commercial building then, wherever possible such defects or unauthorised changes shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change. However, if the Purchaser/s carry out any alteration or addition or change in the said Premises and in the said commercial building without obtaining prior written permission of the Promoters and the concerned authorities wherever required, the liability of the promoter shall come to an end and the Purchaser/s alone shall be responsible to rectify 200g 93 8E such defect or change at his/her/their own cost.

13. Subject to the aforesaid within 15 days after notice in writing is given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share in respect of the said property and the said commercial building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the said commercial building. Until the Management Company is appointed, the Purchaser/s shall pay to the Promoters such proportionate

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share of outgoings as may be determined. At the time of being handed over possession of the said Premises the Purchaser/s shall pay to the Promoters a sum of Rs. 1,70,640/- equivalent to one year's outgoings approximately by way of security deposit for payment of such outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters. On the appointment of the Management Company all the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Management Company. The Purchaser/s undertake/s 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.

- 14. (a) The Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following amounts:
 - (i) Rs. 35,000/- for legal charges.
 - (ii) Rs. 260/- for share money and entrange fees.
 - (iii) Rs. 15,000/- for formation and registration of the condominite
 - (iv) Rs. 1,70,640/- for proportionate share of taxes and other Igoings for a period of 12 months.
 - (iv) Rs. 1,25,000/- for water meter and electric meter deposits and towards costs of electric sub-station and cables.
 - (vi) Rs. 25,000/- towards proportionate share of development charges

 EWS and LUC taxes.

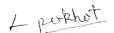
Total: Rs. 3,70,900/-

- (vii) Applicable amount towards VAT and/or Service taxes, in respect of this transaction, if any, payable by Promoters to the prescribed authority will be charged Extra.
- (b) The aforesaid amount in sub-clauses Nos. (iv) and (vi) of Clause 14(a) after deduction there from arrears of taxes, maintenance charges and expenses incurred till then will be transferred by the Promoters to the Management Company when appointed and the Promoters shall not be liable to maintain and/or render individual accounts to the Purchaser/s and

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shall give a consolidated account of all the sums as aforesaid of the said mall portion and the said office portion of the said commercial building to condominium when formed.

- 15. The Promoters shall without having to render any account of whatsoever nature either to the Purchaser/s or the condominium utilise the sum specified in Clause 14(i) and 14 (iii) paid by the Purchaser/s to the Promoters for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/ advocates of the Promoters in connection with all the legal costs for the project and its title, formation of the condominium preparing its rules, regulations and bye-laws and the cost of preparing, engrossing, stamping and registering all the agreements, the Indenture of Lease/Deed of Assignment/Declaration/Deed of Apartment or any other document or writing required to be executed by the Promoters in respect of the said property and/or any part thereof in favour of the condominium. The Promoters shall not be liable to contribute anything towards such expenses.
- 16. The Purchaser/s hereby agrees that in the event than amount by way of premium or security deposit or fire cess is paid to the Corporation of 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 similar nature becoming payable by the Promoters the same shall be reimbursed by the Purchaser/s to the Promoters in proportion of the carpet area of the said offices/shops/units/premises agreed to be acquired by the Purchaser/s and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.
- 17. The Purchaser/s has/have taken inspection of all relevant documents and has/have satisfied himself/herself/themselves fully in respect of the Promoters title to the said property described in the SECOND SCHEDULE hereunder written prior to the execution of this Agreement and doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.
- 18. The Purchaser/s for himself/herself/themselves with intention to bring all-persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:
 - (a) To observe and perform all the stipulations and conditions mentioned in the said Agreement to Lease also dated 4th January, 2005, Lease Deed dated 26th September, 2006, Deed of Assignment dated 28th December,



2006, Tripartite Agreement also dated 28th December 2006 and not do any act, deed or matter whereby the leasehold rights of the Promoters in respect of the said property would be prejudiced;

- (b) To maintain at the Purchaser/s' own cost in good tenantable repair and condition from the date, possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said commercial building, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;
- (c) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are—so heavy as to damage the construction or structure of the said commercial building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said commercial duffice and the said commercial building and in case any damage is passed to the said commercial building or the said premises on account of pagigence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;
- (d) To carry at his/her/their own cost all internal repairs to the and Premises and maintain said Premises in the same condition; state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said commercial building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- (e) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said commercial building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other



parts of the relevant wing and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Premises;

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said commercial building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said property and the said commercial building;
 - (h) Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connected to the said commercial building;
 - (i) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority account of change of user of the said Premises by the said authority viz. user for any purposes other than purpose for which the same is allotted;
 - The Promoters hereby agree that before execution and gistratioก็ (j) Declaration as provided under the previsions of the Maharasintra Apartment Ownership Act, 1970, the Promoters shall make a full and true disclosure of the nature of its title to the said property as the right, title, interest or claim of any party in or over the said property or portion thereof and shall as far as practicable, ensure that the said property is free from all encumbrances and that the Promoters have an absolute, clear and marketable title to the said property to execute the Deed of Apartment in favour of the Purchaser/s. The Promoters shall also cause the Authority to execute the Lease Deed in respect of the said Plot No.20 more particularly described Secondly in the First Schedule hereunder written in favour of the Promoters. The Purchaser/s shall be liable and/or responsible to bear and pay proportionately the requisite transfer fees, premium etc., if payable to the Authority for getting the premises transferred in favour of the Purchaser/s 20 (QQ)
 - (k) The Promoter is developing the commercial complex with the loan assistance of Housing and Urban Development Corporation Limited



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(HUDCO) with whom it has mortgaged the said property towards security for the loan and hence the right, title and interest created herein is subject to the prior mortgage/charge of HUDCO. The final transfer/the Deed of Apartment in favour of the Purchaser shall be made only after the entire payment of the said premises has been made by the Purchaser and the amount due for the said premises has been paid to HUDCO and NOC from HUDCO has been obtained. The purchaser shall make payment of the consideration for the said premises through Project Escrow Account in the name of "Satra Properties (India) Ltd. Escrow A/c. Hudco Ltd A/c. No.723543297" maintained with Indian Bank, Vile Parle (East), Branch as per HUDCO's guidelines. The Purchaser/s shall not sell, mortgage, assign, underlet or sub-let the said premises or the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid-up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the prior written consent of the said Authority which consent may be granted by the said Authority subject to payment by the Purchaser/s the requisite transfer charges, premium or any other sums by whatever name called as per the prevailing rules and Authority from time to time and further subject to such conditions as the said authority may impose in public interest and the Purchas having obtained the prior written permission of the Promoters h shall not unreasonably be withheld;

- The Purchaser/s shall observe and perform all the rules and regulations (I) which the said Condominium may adopt at its tries inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said commercial building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the condominium and by the said Authority regarding the occupation and use of the said Premises in the said commercial building and shall pay and contribute regulary and ponqually towards the taxes, expenses or other out-goings in accordance with 2008 9386 terms of this Agreement; 2 \subset () (
- (m) To permit the Promoters and its servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the

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sald property and the said commercial building or any part thereof to view and examine the state and condition thereof. The Purchaser/s shall at their entire costs and expenses made good, within a period of 3 (three) months of the Promoters giving aenotice all defects, decays and repairs specified in such notice, as shall have been caused or occasioned on account of the default or neglect on the part of the Purchaser/s.

- (n) To maintain the external elevation of the said commercial building in the same form as constructed by the Promoters and the Purchaser/s shall not in any manner put up under any circumstances any construction or enclose the flower beds, if any provided or any other areas which have been permitted (approved) free of FSI in the plans already approved by the Corporation.
- 19. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.
- Nothing contained in this Agreement is intended to be not be 20. (a) construed as a grant, demise or assignment in law of the said property and the said commercial buildings any part any part ereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and ownership in all open spaces, parking spaces, landies, staircases, passages, toilet blocks, service floor, common terraces and other common areas etc. will remain the property of the Promoters, until the said property and the said commercial building is transferred to the Condorninium 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/purchasers of said Premises as herein stated. 0)388 2008
 - (b) The Purchaser/s shall be responsible to bear and pay and/or reimburse to the Promoters as the case may be, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to service tax, VAT levied/charged by the State and/or Central Government or any other competent authority in respect of this transaction and/or Agreement at any time hereafter and the decision of the Promoters as regards the payment/non-payment and/or its reasonableness or otherwise of such statutory levies and/or dues shall be conclusive, final and binding on the Purchaser/s and the Purchaser/s doth hereby agrees



and undertakes to indemnify and keep indemnified the Promoters and their successors-in-title and assigns in respect thereof.

- The Purchaser/s shall on or before the promoters delivering possession of the said premises in the manner envisaged herein without any dispute or protest deposit with the promoters in an Escrow Account to be maintained for the said purpose such amount as may be demanded by the Promoters towards the probable amount of Service Tax / VAT levied if any, in respect of the transaction contemplated on the basis of the Auditors' Certificate. with irrevocable authority conferred upon the Promoters in the manner specified herein. This amount shall be invested by the Escrow Agent in an income / interest bearing investments of such nature and on such terms and conditions as the Promoters may deem fit. The decision of the Promoters as regards payment /non payment and/or its reasonableness or otherwise of such statutory levies and /or dues shall be conclusive, final and binding on the Purchaser/s. On determination of the final liability, if any in respect of Service Tax / VAT as may prevalent statute the Promoters shall, for and our behalf of the P instruct the Escrow Agent to release the amount authority as payment towards the afortal statuto (liabilities. 🖔 Any balance amount remaining after making such payment and meeting with expense incurred thereon shall be returned to the Purchastary accrued income / interest thereon and the Promoter interest or claim of whatsoever nature upon him and the Promoters shall cause the Escrow Agent to furnish duly audited account in respect thereof to the Purchaser/s. The Promoters alone is authorised and empowered to take decisions in respect of all matters including nature of investment, fees of escrow agent/auditors, appointment of auditors, etc. and such decisions being taken for and on behalf of the Purchaser/s shall the timding on the o Purchaser/s and as such Purchaser/s shall be precluded from resiling from the consequences of such actions taken by the Promoters. 30
- 21. The Promoters shall be entitled to setup cellular net work, mobile network and install TV Cable Antennae, Tower Satellite etc. and related equipment and shelters on the terrace above the top floor of the said commercial building and also hoarding or hoardings on the said property or on the said commercial building or any part thereof and the said hoardings may be illuminated by neon signs and for that purpose the Promoters will be fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said commercial building as the case may be and the Purchaser agrees not to object or dispute the same.

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- 22. This Agreement sets forth the entire Agreement and understanding between the Promoters and the Purchaser/s and supersedes, cancels and merges:
 - (a) All Agreement, negotiations, commitments writings between the Purchaser/s and Promoters prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoters in any documents, brochure, hoarding etc. and /or through on any other medium.
 - (c) The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement.
- 23. The Promoters have represented and informed the Purchaser/s and the Purchaser/s has accepted the same as under:-
 - All the common areas in the ground to hit deloors of the said configercial (a) building including but not restricted to open spaces obbies, a store, rest rooms, services lobbies, parking spaces, terrace shall aboutely belong to the Promoters and neither the Purchaser/s nor their nominees including the condominium of the Purchas to be formed shall right, title, interest and claim therein. The Purchasile in the mall portion of the said commercial building shall only have a right of ingress and egress to and from such parts of the common passage as is necessary for unobstructed ingress and egress and shall be entitled to use the common facilities like elevators and lifts. All other areas, specifically being the atrium and the balance of the passage areas shall be the absolute property of the Promoters who shall be entitled to be allotted shares of unallotted premises in the said condominium and after sale of particular premises the Promoters shall be entitled to transfer the respective shares in favour of the transferee without any reference to the condominium. The Promoters shall be entitled to make such use of such areas like atrium, etc., by way of permitting any events, setting up of kiosk, setting up of information centers, installing hoarding, display by way of painted boards, sign boards, banners, neon signs. Dish Antenna/s, Relay Station/s for Cellular and satellite communication on the top terrace, common corridors, lobbies, entrances, atriums, parapet walls blanks walls

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on the external portion of the building or earmarking for other counters as they may be decided and the Promoters shall have full right, absolute authority and unfettered discretion to sell and transfer and in respect of unsold premises on the ground to third floors the Promoters shall be entitled to lease and/or grant on leave and license basis and/or other create third party rights in respect thereof and enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents as consideration thereof including deposits from such person/parties/ allottees. The Promoters shall be entitled to be allot shares in the condominium being formed. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the said condominium and neither the Purchaser/s nor the condominium shall at any time raise any dispute or objection in this regard. The Purchaser/licensee and/or lessee of the hoarding space etc., from the Promoters shall be liable to bear and pay taxes, municipal assessment, outgoings and the electric charges if applicable pertaining to such display space. The Purchaser/licensee/lessee of the display space shall not be liable to bear, pay and/or contribute any amount whatsoever for maintenance or otherwise of the building or part thereof.

- (b) On the ground to third floor of the said commercial building the Projecters shall be entitled to provide food court areas, food stalls, entertaining areas, kiosk, information centers, anchor shops, multiple, and particularly set out First, in the fourth schedule hereunder written—primarily to attract customers and which in turn would benefit the shop/units/premises purchasers in tens of business generated in view of the aforesaid, the Prometers shall be entitled to give certain concessions and benefits to purchasers or lessees or licensees of such areas.
- 24. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
- 25. The Purchaser/s hereby agrees, undertake/s and covenant/s with the Promoters that neither he/she/they, nor the condominium shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests,

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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/s and the condominium shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

- 26. The Purchaser/s shall present this agreement for registration within four months from the date hereof and the Promoters shall attend the Office of the Sub-Registrar for admission of the Agreement/Deed of Apartment.
- 27. All letters, notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s and shall discharge the Promoters completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Purchaser/s as and by way of change of address and if such change is confirmed by the Promoters):

1502, Dream, Bldg. No.1, A- wing, L.B.S. Marg, Near Pawar School, Bhandup (W), Mumbai.

- As stated above the Promoters have availed the loan facility us to Rs 100 stores from HUDCO, by offering the security of the property more particularly described in the Second Schedule hereunder written. Provided further that the Purchaser hereby gives his/her/it express consent to the Promoters to raise any further loan against the said property and the building/s structure/s which are constructed/under construction and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at its own expense before the said Premises are handed over to the Purchaser
- 29. This Agreement shall be subject to the provisions of the Maharashtra Apartment.

 Ownership Act (Mah Act. No. XV of 1971)-and the rules made there under 2009
- 30. All costs charges and expenses in connection with the formation of the condominium as well as the costs of preparing and engrossing the Declaration, 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 transfer charges and/or any other charges by whatever name called if payable to the Authority viz., CIDCO for the transfer/assignment of the said property to the name of the Condominium/Apartment Owners together with the entire professional costs of the Attornoy of the Promoters for preparing and approving all such documents shall be borne and paid by all the Purchaser/s of the said commercial building, forthwith on demand.

- The Stamp Duty, Registration charges and transfer charges if any payable to the 31. Authority on this Agreement including the Deed of Apartment shall be borne and paid by the Purchaser/s alone.
- The Permanent Account Numbers of the parties hereto are as under: 32.

Name	Permanent A/c. No.
SATRA PROPERTIES (INDA) LIMITED	AAACE1835C
MS. PRAJAKTA VIVEK KHOT	BCAPK9908C

IN WITNESS WHEREOF the parties hereto have hereunto and on the duplicate hereof set and subscribed their respective hands and seals the day as written.

THE FIRST SCHEDULE ABOVE REFERRED

Firstly - Plot No.19

ALL THAT Piece or parcel of land known as Plot No.19, Situated Mosector Navi Mumbai, Taluka and District Thane containing by admeasurements 9996.80 Sq. Meters, or thereabouts along with 2 (two) Office Buildings admeasuring 14995.20 Sq. Meters. (built-up area) and consisting of ground plus eight upper floors and bounded as follows:

: By Plot No.18; On or towards the North On or towards the South : By Plot No.20;

: By Plot No. 29 to 32; and On or towards the East On or towards the West

: By 38 meters, wide road.

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Secondly - Plot No.20

All that piece or parcel of land known as Plot No. 20 situated at Sector 19D, Vashi, Navi Mumbai, Taluka & District Thane and admeasuring about 9241.71 sq. mtrs. or thereabouts and bounded as follows:

On or towards the North : By Plot No. 19;

On or towards the South : By 15 mtrs. wide Road;

On or towards the East : By Plot No. 33 to 38;

On or towards the West : By 38 meters wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(amalgamated plot)

All that piece or parcel of amalgamated land bearing Plot No.19 and Plot No. 20 situate lying and being at Sector 19D, Vashi, Navi Mumbai, Taluka & District Thane and admeasuring about 19,238.51 sq. meters., in the aggregate and bounded assuring about 19,238.51 sq. meters.

On or towards the North

By Plot No. 18

On or towards the South :

By 15 meters, wide Road;

On or towards the East

By Plot No. 29 to 38

On or towards the West

By 38 meters wide Road.

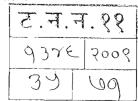


(the said Premises)

Firstly:-

All that In the form of bare (without any amenities) Office/Shop/Unit/Premises/Kiosk No. 503 admeasuring 87.33 sq. meter (i.e. 940 sq. feet) carpet area (which is inclusive of the area of balcony) on the <u>Fifth</u> floor in the Mall/Office Portion of the said Commercial Building to be known as "SATRA PLAZA" under construction on the property more particularly described in the Second Schedule hereinabove written.

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THE FOURTH SCHEDULE ABOVE REFERRED TO:.

-Firstly:

ΑII	car	parking,	save	and	except	specified	secondly,	in	the	schedule	herein
reta	ainec	for groui	nd to t	nird f	loor prei	mises.	A STATE OF	Si i	3-31		

Secondly:

Car parking nos. 1 to 140 in the lower basement retained for 4 premises.

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SIGNED, SEALED AND DELIVERED by

the within named Promoters

SATRA PROPERTIES (INDIA) LIMITED

through hands of the Authorised Signatory

Mr. I Mrs. Praful N. Satra

in the presence of





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SIGNED AND DELIVERED

by the within named Purchaser/s

MS. PRAJAKTA VIVEK KHOT

in the presence of ...





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RECEIPT

Received of and from within named Purchaser/s a sum of Rs. 2.00,000/_ (Rupees

Two Lac Only) as earnest Money to be by them paid these within

details of which are as under:

Sr. No.	Cheque No.	Date	Favouring	Drawn on	Amount
1	284096	24/03/09	SATRA PROPERTIES (INDIA) LTD. ESCROW A/C HUDCO LTD.	Canara Bank, Bhandup	2,00,000/-
				TOTAL	2,00,000/-

We Say Received

For, SATRA PROPERTIES (INDIA) LTD.

(Authorised Signatory)

Witnesses:

1.

2.

LIST OF ANNEXURES

Annexure "A" - Copy of Commencement Certificate.

Annexure "B" - Title Certificate.

Annexure "C" - Floor Plan.

Annexure "D" - List of Description of common area and facilities for the office purchasers in the office portion.

Annexure "E" - List of Amenities.

Annexure "F" - Location Plan.



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नवी मुंबई महानगरपालिका

पहिला माळा, बेलापूर भवन, सी.बी.डी.. नवी मुंबई - ४०० ६१४. दूरस्वनी क्र. : २७५७ ७० ७०

१७५७ ५७ ०० फॅक्स: १७५५ ३७ ८५

Havi Mumbai Municipal Corporation

1ST. FLOOR, BELAPUR BHAVAN, C.B.D., NAVI MUMBAI - 400 614.

TEL. No. : 2757 70 70

2757 57 00 FAX: 2757 37 85

जा.क्र./नमुंमपा/नरवि/वा.प./प्र. क्र ए - ८१५१/92८५ /२००८ दिनांक :- 28/ 08/२००८.

प्रति,

मे. सन्ना प्रोपर्टीज (इंडींया) लि: भुखंड क्र.१९ व २०, सेक्टर-१९डी, वाशी, नवीं मुंबई.

नस्ती क्र.-नमुंमपा/वि.प्र.क्र १४७/२००८,

, प्रकरण क्र. ए - ८१५१

.विषय :- भुखंड क्र.१९ य २०, सेक्टर -१९डी, वोशी, नंबी भुंबई या जायेत वाणिज्य (शॉर्पीण, मल्टीफ्लेक्स, रेस्टॉरंट व ऑफीसेस कारणासाठी सुधारीत बांधकाम परंचानगी देणेबाबत.

संदर्भ :- आपले वास्त्विशास्य यांचा दि:- २४/०१/२००८ रोजीचा अर्ज.

महोदय.

भुखंड क्र.१९ व २०, सेक्टर -१९डी, वाशी, नवी मुंबई या जागेत वाणिज्य कारणासाठी सुधारीत बांधकाम परवानगी देणेवावतचा प्रस्ताव महानगरपालिकेस वरील संदर्भाधिन पत्रान्वये प्राप्त झालेला आहे. संदर्भाधिन जागेत वाणिज्य उपयोगासाठी सुधारीत बांधकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनीयम १९६९ च्या कलम १५३ व २५४ तसेच महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ च्या कलम ४५(१)(३) मधील तरतुदीनुसार मंजु करण्यात येत आहे. वार्धकोम प्रारंभ प्रमाणपत्र सोचत नियोजित बांधकामासाठी जोडीत आहे. वार्सच खाली नमु करण्यात येत आहे.

पाणी पुरवृता व मलिन:सारण सुविधा आयश्यक शुल्क भरणा केल्यानंतर उपलब्ध करून देण्यात येतील.

रस्त्यावर व गतारीत बांधकाम साहित्य पडणार नाही माडी प्रमान सावी. अशाप्रकारे बांधका साहित्य रस्त्यावर आढळून आल्यास आपणास रितसर दंड भस्तवी लागेल. तस्त्य क्रियाकाम परवानगी र क्राण्याबाबतची कार्यवाही सुद्धा करण्यात येईल याबाबतची नांद प्याची.

बांधकाम सुरु असताना जागेवरील रिकामे गार्छे/सदिनका बांची संरक्षणाही जीवावदारी संबंधि जिम्मालकं/ भुखंडधारक/गाळेधारक बांची राहील. तसे शिर्आंधवट बांधलेखार जागेचा गैरविष्ट्री होऊ नये म्हणु संबंधित भुखंड धारकाने कुंपण भित बांधुन त्या ठिकाणी अबुचित प्रकार हाणाल नाही याची पुनता घ्यांची गैरक् करताना आढळ्ल्यास संबंधितांचर कायदेशिर कार्यवाही करण्युक येईलु याची नोंद घ्यांची क्

भूखंड संखल भागामध्ये असल्यास जमीनीची पातळी (देशकात Level) भरणी कर्क उच करावी. जनीनी पातळी ही स्ता आणि Sewer Line यांच्यापेक्षा उचावर असली पोहिन्दे सहपाणी कवसाळ्याचे पाणी आणि म यांचा निचरा योग्यपणे होक्त भूळंडामध्ये पाणी साचणार नाही अशी भूखंडाची पातळी तयार करावी.

इमारतीचे पांधकाम मंजूर तकाशाप्रमाणेच करण्यात यावे. बांधकामामध्ये फेरफार अधवा वाढीव बांधक करावयाचे असल्यास महाराष्ट्र प्रार्देशिक व नगररचना अधिनियमातील तरतुदीनुसार सुधारित बांधकाम नकाशे में कहन घेणे आवश्यक आहे. मंजूर नकाशा ध्वतिरियत बांधकाम केल्यास ते कायवातील तरतुदीनुसार कारवाईस प राहील, यांची कृपया नोंद ध्याबी

क म



"जन्म असो वा मरण आवश्यक नींदणीकरण"

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NAVI MUMBAI MUNICIPAL CORPORATION AMENDED COMMENCEMENT CERTIFICATE

NO:NMMC/TPD/BP/Case No. A - 8151/ /295 /08

DATE: 27 /07 /2008

Permission is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act,1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act,1949, M/s. Satra Properties (India) Ltd.on Plot No. 19 & 20, Sector – 19D, Vashl., Navi Mumbal. As per the approved plans and subject to the following conditions for the development work of the proposed Building.

Total Built Up Area = Comm. - 28826.49 M2

(Shopping, Multiplex, Restaurant & Offices), F.S.I. = 1.50

- 1) The Certificate is liable to be revoked by the Corporation if:
 - a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of 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 Corporation is contravened.
 - c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and /or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

2) THE APPLICANT SHALL:

- a) Give a notice to the Corporation on completion up to plinth level and 7 days before the commencement of the lurther work.
- b) Give written notice to the Municipal Corporation regarding completion of work.
- c) Obtain an Occupancy Certificate from the Municipal Corporation.
- 3) Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building control Regulations and conditions of this Certificate.

The structural design, building materials, plumbing services, fire protection, electrical installation etc. shall be in accordance with the provision leave of floor area ratio) as prescribed in the National Building gods arranged from time to time by the Indian Standard institutions.

- the Indian Standard Institutions.

 The Certificate shall remain valid for a period one year from the date of issue and can be further revalidated as required under provision of Section M. R. & T. P. Act. 1966. This commencement Certificate is renewable every fear but such extended period is shall be in no case exceed three years provided further that such lapse shall not be an subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 5) The condition of this Certificate shall be binding not only on the Applicant but also its successors and every person deriving title through or under them:
- 6) A certified copy of the approved plans shall be exhibited on site and the Name Board showing name of Owner, Architect, Builder & Structural Engineer, Ward No., Sector No., Plot No., Survey No., Area of Plot., No. of flats, Built-up Area, Commencement Certificate No. & Date shall be installed on site.
- The plot boundaries shall be physically demarcated immediately and the intimation be given to this section before completion of plinth work.

9378

- The amount of S.D. Rs. 856654/- S.D. Rs. 384770/- for Mosquito Prevention's. Rs. 384770/for debris & S.D. Rs.96500 for Tree Plantation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation for breach of any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.
- You shall provide overhead water tank on building & underground water tank in two compartments, one for drinking water & another for other than drinking water. It should confirm to the standards applicable in this behalf.
- You should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.
- Every plot of land shall have at least 1 tree for every 100 Sq.M. or part thereof of the plot
- For all building of non-residential occupancies and residential building with more than 16M. height. Following additional conditions shall apply:
 - a) The staircase shall be separated by fire resistance walls and doors from rest of the
 - Exit from lift lobby shall be through a self closing smoke stop door.
 - There shall be no other machinery in the lift machinery room.
 - d) For centrally air conditioned building area of external open able windows on a floor shall be minimum 2.5 % of floor area.
 - e) One of the lift(Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.
 - Electrical cables etc. shall in separate ducts.
 - Alternate sources of electric supply or a diesel generator set shall be arranged.
 - Hazardous material shall not be stored.
 - Refuse stamps or storage places shall not be permitted in the staircase wall.
 - Fire fighting application shall be distributed over the building.
 - For building upto 24 M. Height capacity of underground and age and overhead storage shall be 50,000 ltrs. and 10,000 ltrs respectively. Wettrees stall pump capacity 1000 ltrs./min and 250 ltrs/min, respectively. For building with height above 24 mtrs., the figures shall be 75000 ltrs. and and the pump capacity of 1350 ltrs/min and 450 ltrs/min/respectively.
 - 13) Recreation ground or amenity open space be developed before submission of Building Completion Certificate.
 - 14)
 - No work should be started unless the existing structures are to be definalished.

 Applicant/Architect should strictly follow all the conditions of lease agreement.

 Architect will be held responsible for breach of any condition of lease Agreement. 15)
 - The Owner & the Architect and Structural Engineer concerned are fully responsible for the Construction quality of the building as per approved spullding plans Structural design. 16) Stability building construction quality, which should confirm to with standard arthquake of Highest Intensity in selsmic zone IV.
 - 17): The Occupancy Certificate for the proposed building will not be granted unless the house Drainage lines are connected to the Municipal Maln Sewer lines to the satisfaction of Municipal Authority as well as proper demarcation of parking spaces with oil paints, Plantation of trees and provision of garbage bin on the site.
 - 18) Application for completion/occupation Certificate shall be accompanied with the plan as per construction done on the site.
 - The building material or earth removed from the trenches should not be dumped or stored on municipal road. If found so you are liable to fine as well as cost of lifting & transportation to dumping ground.

- 20) The building constructed should not be occupied without obtaining the Occupation Certificate. Otherwise you will be fined.
- 21) This Commencement Certificate is valid up to plinth level only. The further order will be given after the plinth is inspected.
- 22) The applicants should fulfill all the health related provisions mentioned in the "Implementation of Ant larval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966 "The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc.
- 23) The construction work shall be completed before dt. 03/01/2010 as per conditions mentioned in CIDCO Agreement dt. 04/01/2005 respectively and must be applied for O.C. with all concerned NOC.
- 24) Window sill level must be at 0.90 M. height. The difference between chajja level & slab level must be 0.50 M. rnlnlmum.
- 25) The Owner & the architect are fully responsible for any Ownership. Area & Boundary disputes. In case of any dispute Navi municipal corporation will not be responsible.
- Temporary Labour sheds with proper toilet arrangement shall be provided on the site. If sufficient arrangement is not provided permission for construction above plinth level will not be granted & said temporary shed should be demolished prior to O.C.
- 27) The Owner & the Architect and Structural Engineer concerned area instructed to strictly adhere to the conditions of FIRE NOC issued vide NMMC/FIRE/H.O./VASHI/1063/2008 dated 26/03/2008 by fire officer NMMC, Navi Mumbai.
- 28) This approval supersedes the previous approval approved by NMMC. You are requested to return all the previous approved drawings for record & cancellation.
- F.S.I. calculation submitted in the drawings shall be as per Development Control Rules. If any discrepancy observed, the Architect will be held responsible and liable for necessary action.
 The area shown open to sky on the ground floor plan should not be as would.
- 30) The area shown open to sky on the ground floor plan should not be so what as would disturb the measurability of the vehicles required to be parked in the parked spaces shown in the plan.
- As directed by the Urban Development, Department Government of Maharashita ander section 154 of MR&TP Act-1966 and vide provision No. 17PB 43200131333 QR-230/01/UD-11, dated 10/03/205, for all buildings greater than 300,00 sq. m. following additional condition of Rain Water Harvesting shall apply.
 - a) All the layout open spaces of Housing Society and new construction/reconstruction/additions on plots having area not less than 300.00 sq.sh. shall nave one or more Rain Water Harvesting structures having minimum total capacity as detailed in Schedule (enclosed).
 - Provided that the authority may approve the Rain Water harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.
 - b) The owner/ society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
 - c) The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 sq. m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting as required under these byelaws.

Town Planner
Navi Mumbai Municipal Corporation.
Navi Mumbai.

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SCHEDULE

Rain Water Harvesting in a building site includes storage or recharging intoground of rainwater falling on the terrace or on any paved or unpaved surface

1. The following systems may be adopted for harvesting the rainwater drawn from terrace and the paved surface.

within the building site.

- (i) Open well of a minimum of 1.00 mt dia and 6 mt. in depth into which rain water may be changeled and allowed after filtration for removing silt and floating material. The well shall be provided with ventilating covers. The water from the open well may be used for non-potable domestic purposes such as washing, flushing and for watering the garden etc.
- ii) Rain water harvesting for recharge of ground water may be done through a bore well around which a pit of one-meter width may be excavated up to a depth of at least 3.00 mt. and refilled with stone aggregate and sand. The filtered rainwater may be channeled to the refilled pit for recharging the bore well.
- iii) An impervious surface/underground storage tank of required capacity may be constructed in the setback or other open space and the rainwafer may be channeled to the storage tank. The storage tank shall have be provided with ventilating covers and shall have gray officers suitably placed so that the rain water may be drawn off for domestic, washing pardening and such other purposes. The storage tanks shall be provided with an overflow.
- vi) The surplus rainwater after storage may be recharged into ground through percolation gits or trenches or combination of pits and trenches. Depending on the geomorphologic and topographical condition, the pits may be of the cize of 1.20 mil width X 1.20 mt. length X 2.00 mt. to 2.50 mt. depth. The transfer on be or 0.60 mt. width X 2.00 to 8.00 mt. length X 4.00 to 10 int depth. Temace water shall be back filled with filter media comprising to towing materials.
 - a. 40 mm stone aggregate as bottom tax upto 50% of the depth.
 - b. 20 mm stone aggregate an ower middle layer upto 20% of the depth;
 - c. Coarse sand as upper middle layer us 21% of the depth
 - d. A thin layer of fine sand as top layer,
 - e. Top 10% of the pits/frenches will be empty and a splash is to be provided in this portion in such a way that roof top water falls on the splash pad.

8 4.99 18 69

B. K. Gala & Associates

ADVOCATES HIGH COURT

25H, Juhu Supreme Shopping Centre, Gulmohar Cross Road No. 9, J.V.P.D. Scheme, Mumbai - 400 049, Tel: 2628 7554 Fax: 2623 1568 Email: bharatkgala@hotmail.com

TO WHOMSOEVER IT MAY CONCERN

Re: Firstly:

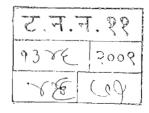
All that piece or parcel of land known as Plot No. 19 containing by admeasurement 9996.80 sq. mtrs. or thereabouts in Sector No. 19D of Revenue Village Vashi, Taluka District Thane in Navi Mumbai together with two office buildings admeasuring built-up area of about 14995.20 sq. mtrs. (since demolished) and the said Plot No. 19 is bounded on or towards the North by Plot No. 18 on or towards the South by Plot No. 20, on or towards the East by Plot No. 29 to 32 and on or towards the West by 38 mtr. Wide road.

Secondly:

All that piece or parcel of land known as Plot No. 20 containing by admeasurement 9241.71 sq. mtrs. or thereabouts in Sector No. 19D of Revenue Village Vashi Taluka District Thane in Navi Mumbai and the said Plot No. 20 is bounded on or towards the North by Plot No. 19, on or towards the South by 15.00 mtr. wide road, on or towards the East by Plot No. 33 to 38 and on or towards the West by 38 mtr. Wide road.

.. the said property

Under instruction from our client, Satra Properties (India) Limited, Company duly incorporated under the Companies Act. 1956 and having its registered office at Dev Plaza, 2nd Floor, S. V. Road, Andheri (West), Mumbai 400 058, we have investigated their title to the said property by causing searches to be taken through our search clerk in the Office of the Sub-Registrar of Assurances at Thane from the year 1968 to 2008 (41 years), also causing searches to be taken with the Registrar of Companies (ROC), Maharashtra, Belapur, Navi Mumbai and perused title deeds and other documents in respect of the said property.



- 2 On per usal of the search reports, title deeds and other relevant documents furnished to us and relying on the statements contained therein it is observed that:
 - (lity and Industrial Development Corporation of Maharashtra (i) llimited being a Government Undertaking, incorporated Inder the Companies Act, 1956 and having its registered office at "Nirmal", 2nd Floor, Nariman Point, Mumbai 400 021 (hereinafter referred to as "the CIDCO") is the owner of all that piece and parcel of land bearing Plot No.19 didmeasuring 9996.80 sq. mtrs. or thereabouts together with two office buildings admeasuring 14,995.20 sq. mtrs. tanding thereon (since demolished) and adjoining contiguous piece and parcel of land bearing Plot No.20 dmeasuring 9241.71 sq. mtrs. both situate lying and being at Sector No. 19-D of Revenue Village Vashi, Taluka District Thane in Navi Mumbai. (hereinafter individually referred to as "the said Plot No.19" and "the said Plot No.20" and collectively be referred to as "the said property");
 - registered with the Office of the Sub-Registrar of Assurances at Thane-II under Serial No. TNN-11/5363 of 2006 and executed by and between the CIDCO (therein referred to as "the CIDCO Ltd./Lessor") of the One Part and Navi Mumbai Municipal Corporation (therein referred to as "the Corporation/Lessee") of the Other Part and hereinafter referred to as "the Corporation the Said Plot No. 19 together with two office buildings standing thereon for the term of 60 years commencing with effect from 4th January, 2005 subject to payment of yearly rent and upon other terms, conditions and
 - (iii) So far as Plot No. 20 is concerned, by an Agreement to Lease dated 4th January, 2005 and executed by and between the CIDCO (therein referred to as "the Corporation") of the One Part and the Corporation (therein referred to as "the Licensee") of the Other Part, the CIDCO agreed to lease/demise unto the Corporation, the said Plot No.20 for the term of 60 years commencing with effect from

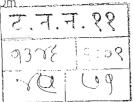
covenants more particularly setout therein:

4th January, 2005 subject to the payment of yearly rent and upon other terms and conditions more particularly setout therein;

- (iv) The Corporation had invited composite tender/bids for sale/lease of the said Plot No. 19 together with two office buildings (since demolished) having built-up area of 14995.20 sq. mtrs. alongwith the contiguous said Plot No. 20 and the offer of one Om Housing Company Pvt. Ltd., being the highest bid was accepted by the Corporation vide its letter dated 1st July, 2005 bearing reference No. NMMC/CE/EE(MP)/1041/2005;
- (v) In pursuance of the acceptance of the offer of the said Om Housing Company Pvt. Ltd., by a Deed of Assignment dated 28th December, 2006 and duly registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-11/07454 of 2006 on 28th December, 2006 and executed by and between the Corporation, (therein referred to as "the Vendors/Assignors") of the One Part and the said Om Housing Company Pvt. Ltd., (therein referred to as "the Purchaser/Assignee") of the Other Part, the Corporation prior thereto having obtained consent of the CIDCO there is a granted, sold, assigned, released, transferred and assured unto the said Om Housing Company Pvt. L節. the said leasehold Plot No.19 for the residue un-expire lease of 60 years created under the above regited Lease Deed dated 26th September, 2006 and also the eby sold, transferred, conveyed and assured unto the said Ome. Housing Company Pvt. Ltd. all the right, title and interest of the Corporation in respect of the said 2 (two) office buildings standing thereon (since demolished) for the consideration and upon the terms and conditions more particularly setout therein:
- (vi) So far as Plot No. 20 is concerned, by and under a Tripartite Agreement also dated 28th December, 2006 and duly registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-11/07453 of 2006 on 28th December, 2006 and made and executed by and between the CIDCO (therein referred to as "the Corporation") of the First Part, the Corporation (therein referred to as "the Original Licensee") of the Second Part and Om Housing

Company Private Limited (therein referred to as "the New Licensee") of the Third Part, the Corporation with the consent of the CIDCO thereby transferred all their rights, benefits, interest, claim and demand derived by them under the above recited Agreement to Lease dated 4th January, 2005 in respect of the said Plot No. 20 in favour of the said Om Housing Company Pvt. Ltd. for the consideration and upon the terms and conditions more particularly setout therein;

- (vii) Under the above recited Deed of Assignment and Tripartite Agreement both dated 28th December, 2006, the said Om Housing Company Pvt. Ltd. has paid full consideration payable by them to the Corporation for the said property and the said Om Housing Company Pvt. Ltd. was handed over possession of the said property and as per the permission granted by the Corporation vide its Letter bearing reference No. NMMC/CC/EE(M-P)/1097/2005 dated 2rd August, 2005 the two office buildings admeasuring 14,995.20 sq. mtrs. standing on the said Plot No. 19 have been demolished;
- (viii) The CIDCO has vide its Letter dated 24th February, 2006 bearing reference No. CIDCO/MM(III)/VS/19D/19&20/85 granted its consent/permission for amalgamation of the said Plot No.19 with the said Plot No.20 and utilization of additional FSI subject to payment of prescribed charges and other terms and conditions more particularly setout in the said letter to the end and effect that the said Plot No.19 and the said Plot No.20 after amalgamation admeasuring 19,238.51 sq. mtrs. in the aggregate can be developed as one composite amalgamated plot by constructing a composite commercial building:
- (ix) The Om Housing Company Private Limited had submitted a scheme of amalgamation under Section 391 and 394 of the Companies Act, 1956 with the Satra Properties (India) Limited in the Company Petition No.45 of 2007 and Company Petition No. 46 of 2007 filed in the High Court at Bombay and the same has been approved by the High Court, Bombay by its Order dated 16th April, 2007 and pursuant thereto all the assets and liabilities of the Qm.



Housing Company Private Limited stood transferred and vested in the Satra Properties (India) Limited.

- (x) In view of the said amalgamation, the CIDCO vide its Letter dated 27th March, 2008 bearing reference No. CIDCO/M(TS)/2787 has taken note of the afore-recited amalgamation of the Om Housing Company Private Limited with the Satra Properties (India) Limited and has recorded the name of the Satra Properties (India) Limited in place and in stead of the Om Housing Cosepany Private Limited in its records.
- 3. The Om Housing Company Private Limited prior to its amalgamation with the Satra Properties (India) Limited had availed of term loan facility from Housing And Urban Development Corporation Limited (hereinafter referred to as "the said Institution") for developing the said property and in view thereof had executed an Indenture of Mortgage dated 13th March, 2007 and duly registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No.TNN-11/1736 of 2007 with the said Institution and mortgaged the said property together with other securities setout therein in their favour. As per the arrangement of units/offices/premises/shops in the proposed new building/s are to be remitted to a designated loan account towards re-payment of loan amount.
- While causing searches to be taken with the Registra of Companies (ROC), Maharashtra, Belapur, Navi Mumbai, we have found the prescribed Form No. 8 for creation of charge in respect of the said property in favour of the said Institution. Further, we have found that in view of amalgamation of the said Om Housing Company Pvt. Ltd. with Satra Properties (India) Limited, charge on the said property which was originally created on Om Housing Company Pvt. Ltd. has been transferred by Registrar of Companies to Satra Properties (India) Limited and the same is reflected on the ROC Portal in Index of Charges of Satra Properties (India) Limited.
- 5. Based on the searches caused to be taken by us as above mentioned and in view of the aforesaid facts and based on the documents which have been submitted and perused by us and relying on the provisions, contents, statements and representations

contained therein, we are of the opinion that subject to the abovementioned mortgage created in favour of the said Institution i.e. Housing And Urban Development Corporation Ltd., the title of Satra Properties (India) Limited to the said property is clear and * marketable and free from reasonable doubts.

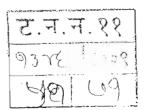
Dated this 24 day of <u>December</u> 2008.

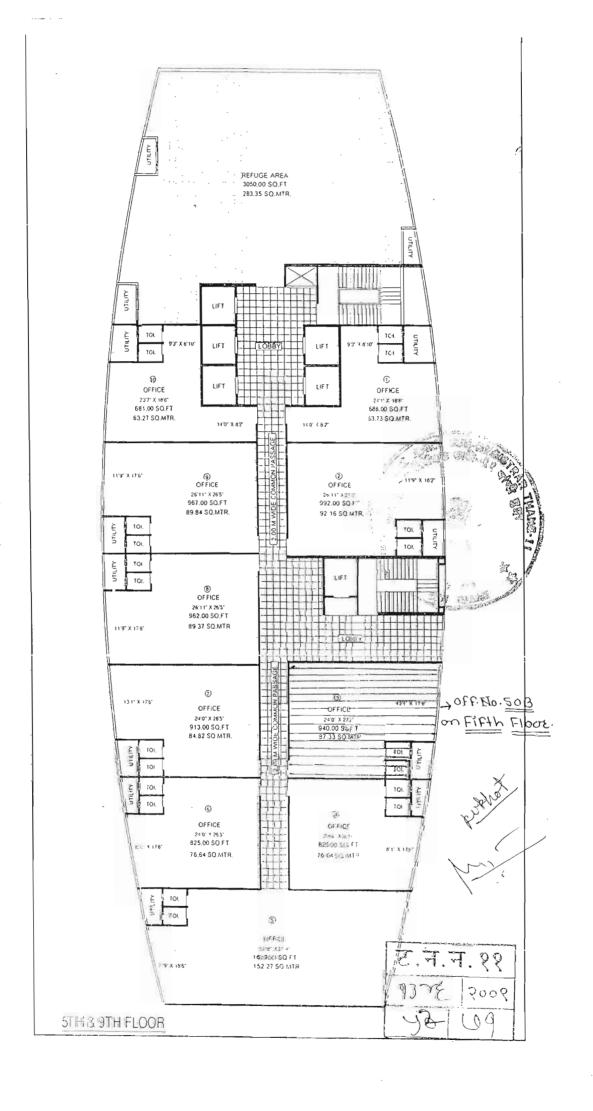
For B. K. GALA & ASSOCIATES

Proprietor

BHARAT K. GALA
B.COM., LL.B.
Advocate, High Court,
25H, Juhu Supreme Shopping Centre
Gulmohar X Road No. 9,
JVPD Scheme, Mumbai-400 049.





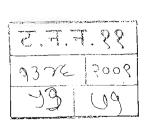


Annexure "D"

The nature, extent and description of common area and facilities for the office purchasers in the Office portion of the said commercial building:

- Staircase of the building, Lift space, Lobby, Open spaces, Corridors, condominium office Common electric meter for common lights.
- 2. Refuse area located on the 5th, 9th and 13th floors of the building.
- 3. Life machine room and overhead water tanks located above the top floor level of the building in which the said premises is situated, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
- 4. 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).
- 5. Open front space at the ground floor level.
- 6. Recreational Space/Garden.
- 7. Passage and mid landings.
- 8. Fire Fighting equipment and means to access thereto.

The premises Owner will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional Unit are constructed in the said property.



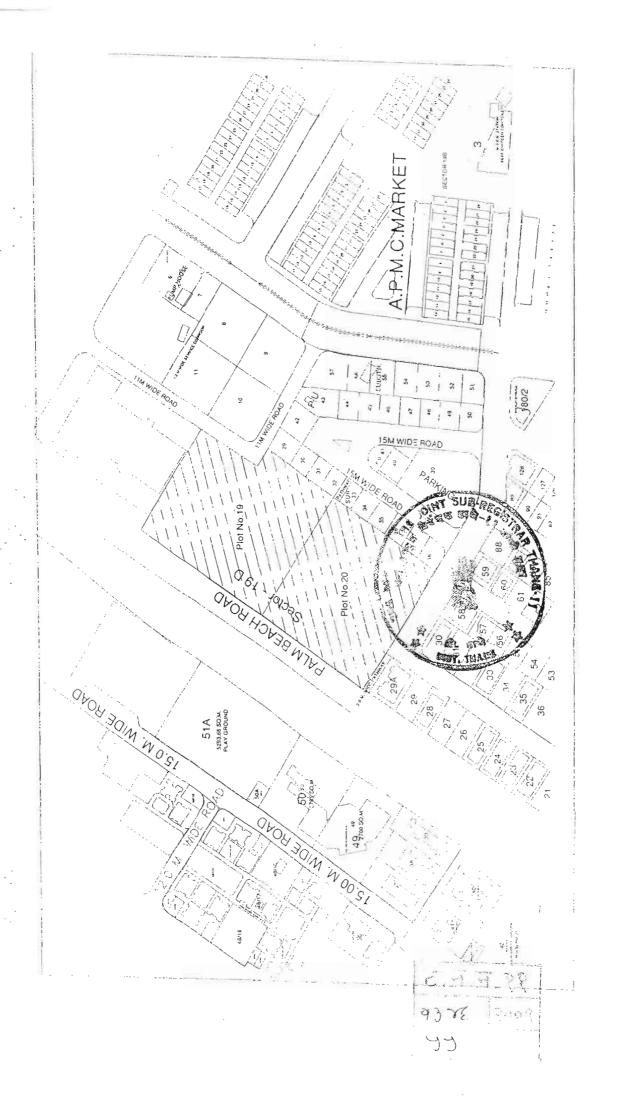
Annexure "E"

List of amenities

- 1. Gigantic tall entrance lobby.
- 2. Five High speed elevators with enchanting interiors.
- 3. Conference Room.
 - 4. Eye-catching elevation with illuminated glass facade.
 - 5. Efficient EPABX system.
 - 6. Round the clock full proof security arrangement.
 - 7. Lavish common lobbies with granite/vitrified flooring and lights.
 - 8. High quality structural glazing panes and aluminium composite panels in exterior.
 - 9. Earthquake resistant R.C.C. structure as per ISI code practice
 - 10. Fire alarm system.
 - 11. Adequate telephone & T.V. points.
 - 12. Provision for internet connections.
 - 13. Overhead water tank & submersible pump.









आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT OF INDIA

SATRA PROPERTIES (INDIA) LIMITED

भारत संस्कार

30/05/1983

Permanent Account Number

AAACE48356

2705200

ट.न.न. ११ १३७२ । २००१ १६ । ७१ भी पिति। प्राचिति प्रस्ति करने को प्राचिति करने केले नहीं किया कुलपुखत्यारपत्र लिहून देणार व्यक्ति केले नहीं किया कुलपुखत्यारपत्र लिहून देणार व्यक्ति केले नहीं किया कुलपुखत्यारपत्र लिहून देणार व्यक्ति केले नहीं किया कुलपुखत्यारपत्र लिहून देणार व्यक्तिपेकी कोणीश भयत झालेले नहीं किया अन्य कोणत्याही कारणापुळे कुलपुखत्यारपत्र रहवातल उरलेले नहीं सदर चुलपुखत्यारपत्र रहवातल उरलेले नहीं सदर चुलपुखत्यारपत्र रहवातल उरलेले नहीं सदर चुलपुखत्यारपत्र रहवातल उरलेले नहीं सदरचे कुलपुखत्यारपत्र पूर्णपणे वेध असून उपरोक्त कृती करण्यास भी पूर्णते सक्षण आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंटणी अधिनयम १९०८ चे कल्ला ६२ अन्यपं विक्रम भी पूर्ण ते सक्षण आहे.

ट.न.न. ११ १३४६ | २००१ ५७ | ७१



पावती

पावती क्र.: 335

गावाचे नाव

दस्तऐवजाचा अनुक्रमांक

दरता ऐवजाचा प्रकार

दिनांक 14/01/2009 सादर करणाराचे नाव: मे.सत्रा प्राप्ट लिक प्रफुल सन्ना - -

नोंदणी फी

100.00

नवकल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व ष्टायाचित्रण (अ. 13) -> एकत्रि<u>त फी (9)</u>

180.00

280.00

एकूण

आपणास हा दस्त अंदाजे 3:17PM ह्या वेळेस मिळेल

दुय्यम निवधक अंधेरी 2 (अंधेरी) **पह**ु दुय्यम रिन्हायक अंबे**री—१**

बाजार मुल्य: 0 रु. भोबदलाः ०रु.

भरलेले मुद्रांक शुल्क: 300 रु.

धंबई उपनगर जिल्हा,

5006

BOMBAY MERCANTILE CO-OPERATIVE BANK LTD: (SCHEDULED BANK) Franking Deposit Slip icence No. D-5/STP(V)/C.R. 1056/02/05/1708 - 11/05 ख्टर-४/-× 333 POWER OF ATTORNEY 2009

TO ALL TO WHOM THESE PRESENTS SHAN SATRA, 2) MRS. MINAKSHI P. SATRA Directors of M/s. SATRA (INDIA) LTD. having office at DEV PLAZA 2ND floor S.V.ROAD, ANDHERI (WEST), MUMBAI: 400 58. SEND GREETINGS:

WHEREAS:-

- We are the Directors of M/s. SATE DIA) LTD. Our Company is constructing and developing building known as "SATRA PLAZA" on Property bearing Plot No. 19 & 20, sector 19D, Palm Beach Road, Vashi, Navi Mumbai - 400 704.(hereinafter referred to as the "said property") more particularly described in the schedule hereunder written;
- Our Company has started development of the said property by constructing the building / buildings thereon;
- As Directors of the said Company we are required to enter into various c) Agreements/Documents etc. with various persons for the sale of Shops, Offices, parking space/hoardings etc.
- However, it is not practically possible for us to personally attend the office of Sub-Registrar and admit execution of such Agreements/ Documents etc. that may be executed by us in the capacity of Directors of the said Company;

e) We therefore, desirous of appointing (1) MR. RAJESH MEHTA (2) MR. SACHIN S. PATRA 3) MR. DEVENDRA P. HADPE jointly or severally as our true and lawful Attorneys (hereinafter referred to as "Our said attorneys") for us, on our behalf to admit and lodge the agreements and other documents executed by us in our capacity as a Directors of M/s. SATRA PROPERTIES (INDIA) LTD and admit the execution thereof.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT

We, hereby appoint, constitute and nominate (1) MR. RAJESH MEHTA (2) MR. SACHIN S. PATRA 3) MR. DEVENDRA P. HADPE jointly or severally as our true and lawful Attorneys (hereinafter referred to as "Our said attorneys") for us of audit behalf to admit the execution of the Agreements for sale and other documents election and lodge the same for registration that may be entered into by us in our capacity as a Directors of M/s. SATRA PROPERTIES (INDIA) LTD, and admit the execution thereof on our behalf and to do all such other acts, deeds, matters and finings that may be necessary to complete the formality of admission such agreements/documents and registration thereof

We agree to ratify all such acts, things and deeds that may be done by the said (1) MR. RAJESH MEHTA (2) MR. SACHIN, S. PATRA 3) MR. DET NDRA P. HADPE in pursuance of the power herein.

IN WITNWESS WHEREOF, We have set and subscribed our hards to this writings

this 14th day of Jan., 2009

333 2 3009

THE FIRST SCHEDULE ABOVE REFERRED TO

THALL

Firstly - Plot No.19

ALL THAT Piece or parcel of land known as Plot No.19, Situated at Sector-19D, Vashi, Navi Mumbai, Taluka and District Thane containing by admeasurements 9996.80 Sq. Meters. Or thereabouts along with 2 (two) Office Buildings admeasuring 14995.20 Sq. Meters. (Built-up area) and consisting of ground plus eight upper floors (since demolished) and bounded as follows:

On or towards the North

: By Plot No.18;

On or towards the South

: By Plot No.20;

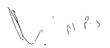
On or towards the East

: By Plot No. 29 to 32; and

On or towards the West

: By 38 meters. Wide ro1'ad.

2.7.7.88 9386 38 66 U4



Secondly - Plot No.20

All that piece or parcel of land known as Plot No. 20 situated at Sector 19D, Vashi, Navi Mumbai, Taluka & District Thane and admeasuring about 9241.71 sq. mtrs. or thereabouts and bounded as follows:

On or lowards the North

: By Plot No. 19;

On or towards the South

: By 15 mtrs. Wide Road;

On or towards the East

: By Plot No. 33 to 38;

On or towards the West

: By 38 meters wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Amalgamated plot)

All that piece or parcel of amalgamater, and earlier to No.19 and Plot No. 20 situate lying and being at Sector 195, Washi, Navi Mumiting alluka & District Thane and admeasuring about 19,238 51 sq. meters in the assurant and bounded as

under:

On or towards the North

By Plot No

On or towards the South

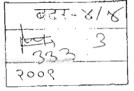
By 15 meters. Wide Road

On or towards the East

By Plot No. 2916 38

On or towards the West

By 38 melers wide Road



SIGNED, SEALED & DELIVERED

By the within named Directors of

M/s. SATRA PROPERTIES (INDIA) LTD)

(1) Mr. PRAFUL SATRA





Signature

(2) Mrs. MINAKSHI P. SATRA





Witness > Gran Temah > Majorh Temah

Minuxi fruit Sut sometimes of 22 93 82 309 E9: U9 We, 1) Mr. RAJESH M. MEHTA 2) SACHIN S. PATRA 3) DEVENDRA P. HADPE

have put our signature to this Power of Attorney in the acceptance of the power

conferred upon us.

(MR. RAJESH MEHTA)





(MR. SACHIN PATRA)





(MR. DEVENDRA HADPE)

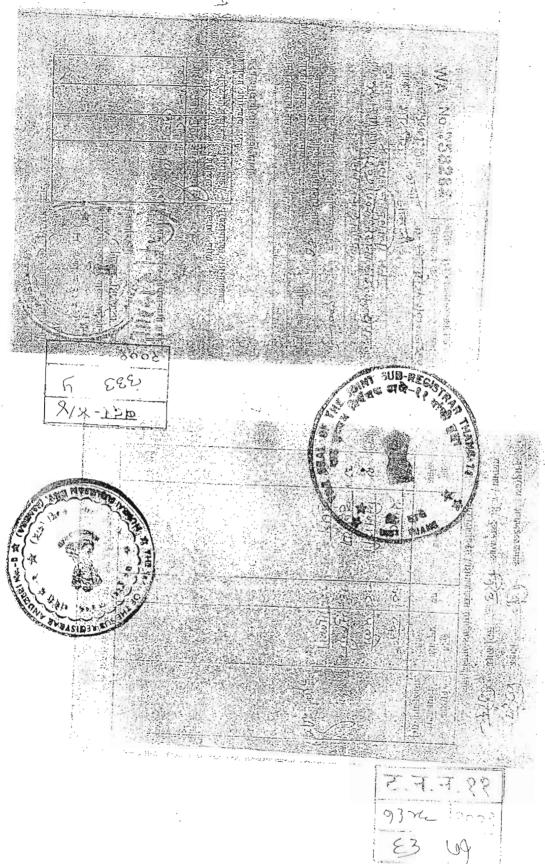
200



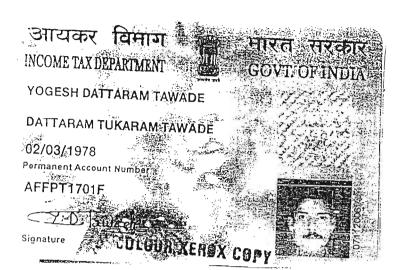




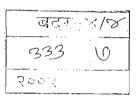
9372 1009 EZ U9



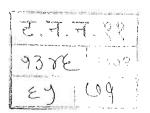












वदर4 TA. दस्त गोषवारा भाग-1 दस्त क 333/2009 दय्यम निबंधकः /01/2009 1/E अंधेरी 2 (अंधेरी) :03:29 pm 333/2009 रत क्रमांक : ताचा प्रकार: भुखत्यारनामा छायाचित्र पक्षकाराचा प्रकार क्र. पक्षकाराचे नाव व पत्ता अंगठ्याचा उसा नावः मे.सत्रा प्रापटीज (इंडीया)लि. चे संचालक प्रफुल लिहून देणार सत्रा - -पत्ताः घर/फ़लॅट नंः देव प्लाझा, दुसरा मजला, एस व्ही चय रोड, अधेरी प. मुं-58 सही गुल्ली/रस्ताः ईमारतीचे नावः -ईमारत नं: -पेट/वसाहतः -नावः मे.सत्रा प्रॉपर्टीज (इंडीया)लि. चे संचालक लिहून देणार । भिनाक्षी पी सन्ना - -पता. घर/पुलॅट नंः वरीलप्रमाणे वय 39 गल्ही/रस्ताः -सही इंगारतीचे नावः -ईमारत गः -पेड/बसाहत. शहर/गाव.-Prysel scel तालुका: पिन: -पॅन नम्ब नावः - - -पत्ताः घर/पलॅट नंः -गल्ली/रस्ताः -उपलब्ध नाही उपलब्ध नाही ईमारतीचे नायः -ईमारत नं. -. पेट/वसाहतः -शहर/गाव.-सञ्जन: पिनः -इन नम्बर: · ST THATS

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दस्त क्रमांक (333/2009) ८ ८

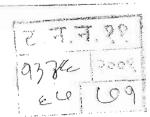
दस्त क्र. [बदर4-333-2009] चा गोषवारा पावती क्र.:335 दिनांक: 14/01/2009 बाजार गुल्य :0 मोबदला 0 भरलेले मुद्रांक शुल्क : 300 पावतीचे वर्णन नांवः मे.सन्ना प्रॉपर्टीज (इंडीचा)लि. चे सचालक दरत :: पर फेल्याचा दिनांक :14/01/2009 02:59 PM प्रफुल सन्त्रा - -निषादनाचा दिनांक : 14/01/2809 दस्त हजर करणा-याची सही: :नोंदणी फी :नक्कल (अ. 11(1)), पृष्टांकनाची नक्क 180 (आ. 11(2)), रुजवात (अ. १२) च छायाचित्रण (अ. १३) -> दस्ताचा प्रकार :48) मुखत्यारनामा एकत्रित की शिक्का क्र. 1 ची वेळ : (सादरीकरण) 14/01/2009 02:59 PM शिक्का क्र. 2 ची येळ : (फ़ी) 14/01/2009 03:02 PM 280: एकुण शिक्का क्र. 3 ची वेळ : (कबुली) 14/01/2009 03:03 PM शिक्का क. 4 ची वेळ : (ओळख) 14/01/2009 03:03 PM मु. निबंधकाची सही, अंधेरी 2 (अंधेरी) दस्त नोंद केल्याचा दिनांक : 14/01/2009 03:03 ओळख खालील इसम असे निवेदीत करतात की, व त्यांची ओळख पटवितात. 1) अजय बेंडे- - ,धर/फ़लॅट नं: 9 अंक शूपिंग सेंटर, गल्की/रस्ताः -इंगारतीचे नावः -ईमारत नं. -पेट/यसाहत: धिन: -2) यागेश तावडे- - ,घर/फ्लॅट नं: वरीलप्रेम गुल्ली/रस्ताः -ईमारतीचे नावः ईमारत नं: -पेट/वसाहतः -शहर/गाव:-ताल्काः -पिन: -र्रिनिवर्धकाची सही अंध्रेरी 2 (अंध्रेरी) बंदर....४। ५५३ पुस्तक कर्पांस्म 🖁 कर्माकवर प्रभाणित करणेत थेते की, या >... पाने आ**हैत.** नोंदला. इस्तामध्ये एक्रण ...

SUMMEY 05/380SR323 Prepared on: 14/01/2009 15:03:29

क्रि. दुग्रयम निगंधक अंघेरी क 🗣

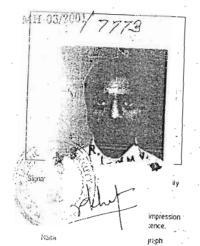
र्थुवर्ष उपनगर जिल्हा.

1 0/ 1



दुर्खम निबंधक, अंधेरी क्र. २०

पुंचई उपनगर जिल्हा.



FORM 6 . (See Rule 16(1))

Driving Licence

Date of issue 28-2-20

Name of the Licence Holder

Son/wife/daughter of



Temporary address/ Official address (if any)

Permanent Address Plex Lulancja Complex Lulancja Complex

W) DOWN 1.78.

Educational qualifications

Blood group with RH factor (Optional)

The holder of this licence is licensed to drive throughout India the vehicles of the following description:—

M CAT

LIGHT MOTOR VEHICLE (NON TRANSPORT)

28.2.-260 to [6.12. 201] The licence to drive a motor vehicle

other than transport vehicle is valid

of the Lixensing Authority

Montal 183

3008 60



2 Temporary address/ Official	The holder of this licence is licensed.
address (il any)	to drive throughout India the vehicles
address (ii dily)	of the following description:—
	and the state of t
	Ser Collection
	Action to the Control of the Control
Permanent Address	LIGHT SOTON VERICLES
Gui dant K land Norda	MANAGEMENT TO SERVICE STATE OF THE SERVICE STATE OF
Prop Name	The licence to drive a motor vehicle
handlef (2) 12 to The	other than transport vehicle is valid
Date of birth	THE TOTAL SECTION OF THE PROPERTY OF THE SECTION OF
Educational qualifications	Fromto
Fancational dagmostic	200000
Blood group with RH factor (Optional)	Signature and designation
Blood group with First actor (2)	of the Licensing Authority.
	or mo Electioning Authority.

The licence to drive motor vehicles other than transport vehicles is hereby renewed.

平月270千分で26/12/2

Signature and designation of the Licensing Authority.

The licence to drive transport vehicles is hereby renewal

Signature and descripation

The licence to drive motor vehicles other than transport vehicles is hereby

From 10

Signature of the Licensing Authority

The licence to drive transport vehicles is hereby renewed

From to

Signature of the Licensing Authority.

Cof

वय

सही

रोड, अंधेरी ,मुंबई 58

गल्ली/रस्ताः -ईमारतीच



दस्त क्र. [टनन11-1346-2009] चा गोषवारा

बाजार मुल्य :4896780 मोबदला 5530000 भरलेले मुद्रांक शुल्क : 276500

दस्त हजर केल्याचा दिनांक :21/04/2009 12:18 PM

निष्पादनाचा दिनांक : 21/04/2009

दरत हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 21/04/2009 12:18 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 21/04/2009 12:22 PM शिक्का क्र. 3 ची वेळ : (कबुली) 21/04/2009 12:23 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 21/04/2009 12:23 PM

दस्त नोंद केल्याचा दिनांक : 21/04/2009 12:23 📝

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तरेवेज करन देणा-याना व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.

1) खोत विवेक - - ,घर/फ़लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेढ़/वसाहत: -

शहर/गाव:1502, ड्रिम बिल्डिंग नं 1, ए विंग, एल बी एस मार्ग, भांडुप मुंबई

तालुकाः -

पिन: -

2) वाघमारे भरत - - ,घर/फ़्लॅट नं: -

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ्/वसाहतः -

शहर/गावः सदर

तालुकाः -

पिन: -

आणि प्रमाणीत करणैत धेनै की,

सदर दालाम एकान 49 पाने आहेत.

सद्ग हिर्मिक स्मित्रहरित सह दु.नि.का-ठाण 11

पावती क्र.:1378

दिनांक:21/04/2009

पावतीचे वर्णन

नांवः खोत-प्राजक्ता विवेक - - -

30000 :नोंदणी फी

1400 :नक्फल (अ. 11ii)), पृष्टांक-प्रची

नक्कल (आ. 11(2)),

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

एकत्रित फी

31400: एकूण

दु. निबंधकाची सही, सह इं.नि.का-ठाणे 11





DSUMRY 67-0465FL784 Frepared on 21/04/2009 12:23:23

1 0/ 1

दुय्यम निबंधकः सह दु.नि.का-ढाणे 11

दस्तक्रमांक व वर्ष: 1346/2009

सूची क्र. दोन INDEX NO. II

नोदाणी 63 म

वाशी गावाचे नाव:

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या वाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 5,530,000.00 बा.भा. रू. 4,896,780.00

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

(1)फ़ायनल प्लॉट क्र.:19/य २० वर्णनः विभागाचे नाय - गावाचे नाव : वाशी (नवी मुंबई महानगरपालिका), उपविभागाचे नाव - अ/3/19ड - वाशी नोड सेक्टर क्रं. 19डी, पाम बिच रस्त्यावरील सर्व मिळकती मधिल ऑफिस नं 503 , 5 वा मजला, सत्रा प्लाझा, प्लॉट नं 19 व 20, पाम बीच रोड, क्षेत्र 87.33 चौ.मि. कारपेट (1) 87.33 चौ.मि. कारपेट

(1) में संत्रा प्रापटिज (इडियाँ) लि. चै संचातक प्रफुल सत्रा यांचे तर्फ कु.मृ. म्हणून सचिन पात्रा

धर्यपत्र नं: देव प्लाझा ,दुसरा मजला, एस व्ही रोड, अधेरी ,मुंबई 58 ; गल्ली/रस्ता: -;

इमारतीच, नुवः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः --; पिनः -; पॅन नम्बरः AAACE1835C

(1) खोत प्राजवता विवक - -; घर/फ़लॅट नं: 1502; ड्रिम विल्डिंग नं १, ए विग, एत बी एस मार्ग, भांडेंप, मुंबई ; एत्ली/रस्ता: ्रईमास्तीये नं|यः -; ईमारत नं: -; पेट/वसाहत: -; शहर/गावः -: तालक ःपिन: ः पन नस्वरः BCAP K9908C.

.(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

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

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

(7) दिनांक

करून दिल्याची 21/04/2009

नॉदणीचा (8)

21/04/2009 1346 /2009

(९) अनुक्रमांक, खंड व पृष्ठ

(10) वाजारभावाप्रमाणे मुद्रांक शुल्क

(11) वाजारभावाप्रमाणे नोंदणी

(12) शेरा

