

दस्त गोपवारा भाग - 2

वदर1

दस्त क्रमांक (6187/2008)

दस्त क्र. [वदर1-6187-2008] चा गोपवारा
माजार मुल्य :10767770 मोबदला 21537300 भरलेले मुद्रांक शुल्क : 1059990

पावती क्र.:6225 दिनांक:23/06/2008
पावतीचे वर्णन
नांव: पार्थो मित्रा - -

दस्त हजर केल्याचा दिनांक :23/06/2008 12:41 PM
निष्पादनाचा दिनांक : 23/06/2008
दस्त हजर करणा-याची सही :

30000 : नोंदणी फी
1440 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
दस्त अनुच्छेद प्रकार: करारनामा

31440: एकूण

शिकका क्र. 1 ची वेळ : (सादरीकरण) 23/06/2008 12:41 PM
शिकका क्र. 2 ची वेळ : (फ्री) 23/06/2008 12:47 PM
शिकका क्र. 3 ची वेळ : (कबुली) 23/06/2008 12:48 PM
शिकका क्र. 4 ची वेळ : (ओळख) 23/06/2008 12:48 PM

दु. निबंधकाची सही, अंधेरी 1 (वांद्रा)

दस्त नोंद केल्याचा दिनांक : 23/06/2008 12:48 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवतात.

वदर-१
E9LW | 09
२००८

1) शकील मर्चट - - ,घर/प्लॉट नं: लिहून देणारप्रमाणे

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

2) सुरेश शेनावा - - ,घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

अभाजित करवेत येते की, वा
दस्तासधने एकूण...६९...पाने जाईल

सह. मुख्यम निबंधक, अंधेरी-क्र. १
मुंबई उपनगर जिल्हा

३. निबंधकाची सही
अंधेरी 1 (वांद्रा)

वदर-१/E9LW/२००८

पुस्तक क्रमांक १, क्रमांक

दिनांक: 23/06/08

सह मुख्यम निबंधक, अंधेरी क्र. १,
मुंबई उपनगर जिल्हा.



11/06/2008
12:45-40 pm

दुय्यम निबंधकः
असेरी 1 (बांद्रा)

दस्त गोषवारा भाग-1

बदर 1

दस्त क्र 6187/2008

दस्त क्रमांक : 6187/2008

दस्तावा प्रकार : कशरनामा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा दस्त

नाव पत्तो मित्रा - -
पत्ता: घर/फ्लॅट नं: 303
पत्ती/रस्ता: -
ईमारतीचे नाव: शिशिरा टॉवर
ईमारत नं: -
पेट/वसाहत: ओशिवरा यमुना नगर
शहर/गाव: असेरी (प)
जालुका: -
दिन: 53
सैन नम्बर: AALCN 8744

लिहून घेणार

वय 44

सही



नाव कुनुन मित्रा - -
पत्ता: घर/फ्लॅट नं: परीलप्रमाणे
पत्ती/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: -
जालुका: -
दिन: -
सैन नम्बर: AFXPM 8452 Q

लिहून घेणार

वय 36

सही



नाव भोफेजर हाजसिंग प्रा लि चे संचालक कमल नयन
इयाडीया तर्फे मुखत्यार रमण पटेल - -
पत्ता: घर/फ्लॅट नं: 7
पत्ती/रस्ता: -
ईमारतीचे नाव: सांताक्रुझ मॅशन क्र. 1
ईमारत नं: -
पेट/वसाहत: -
शहर/

लिहून देणार

वय 53

सही



बदर-१
६९६० / ७०
२००८

१०-२३२१-१३२०

पत्र-१
दिनांक ६/९
५ अक्षर

श्री. सुप्रसन्न मिश्रबाबू
या शिर्षकाचा वस्तु नोंदणीसाठी सादर

शुद्धात आला आहे. श्री/सी/श्रीमती. २९/०२/२००६ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या

बाबत श्री. सादर वस्तु नोंदणीस सादर केला आहे // मिण्यादील करून कबुली जबाब दिला

हे. सादर कुलमुखत्यारपत्र सिद्धुन देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा

कुलमुखत्यारपत्र सिद्धुन देणार व्यावलीपेक्षा कोणीही मजाल झालेले नाही किंवा अन्य

कारणांमुळे कुलमुखत्यारपत्र रद्दबालल ठरलेले नाही. सादरचे

कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सदातम आहे.

तसे कायम सुदीसो आडळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये

विल मी पात्र राहिल याची मला जाणीव आहे.

Rahale
२३/६/०६

कुलमुखत्यारपत्र धारकाचे नाव व सही



up to 2/7/2006

131 /BST/WS/AK of 131 CC - 2005

Further C. C. is now extended to top of height, entire basement i.e. wing A to F as per approved plan. dtd. 4/4/2005

P. Palvan 31/1/05

E.B.P. [WS] K/East/West

Valid up to 02/7/2007

7 JUL 2006

8431 /BST/WS/AK of Further C. C. is now extended to top of height;

Of wing 'A' upto top of 2nd floor for studio, wings B, C, D upto top of 11th floor along with podium as per last approved plan dtd. 02/6/2006.

M. N. S. P. 2/7/06
E.B.P. [WS] K/East/West & P

Valid up to 02/7/2007

5431 /BST/WS/AK of 18 SEP 2006

Further C. C. is now extended to top of height. 11th floor for wing E & F as per approved amended plan dtd. 02/6/2006

M. N. S. P. 18/9/06
E.B.P. [WS] K/East/West & P

Valid up to 02/7/07

30 MAY 2007

8431 /BST/WS/AK of Further C. C. is now extended for upto height.

for wing 'A' upto top of 2nd floor for studio + wing B & C upto top of 14th floor + wing D E & F upto top of 12th floor along with the podium as per amended approved plan dated 09/5/07

M. N. S. P. 30/5/07
E.B.P. [WS] K/East/West & P
Valid up to 02-7-2008

1811/WS/AK of 29 SEP 2007

is now extended Full CC of wing 'A' i.e. upto top of 2nd floor for studio + LGR & 10th height. wing B to F i.e. upto top of 12th, 13th (PS) 14th (PT) i.e. ht = 48.70 mtrs. along with the podium as per amended plan approved dated 09.5.07

M. N. S. P.
EX. ENGR. BLDG. PROPOSAL
(W. 3.) K/EAST/WEST WARDS



वदर-१
६१०० | ६२
२००८

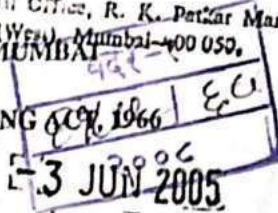
MPP-1649-2002-10,000 Forms

C-3
MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING

No. CE/8491/BSH/WS/AH/AK of
COMMENCEMENT CERTIFICATE

ex. Engineer Bldg. Proposal (W.S.)
H and K - Wards
Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai-400 050.



Shri Nayan Shah CA do
Filmalaya Pvt. Ltd

This L. O. D. / C. C. is issued subject
to the provision of Urban Land
ceiling and Regulation Act. 1978

With reference to your application No. 8951 dated 19/8/2004 for Development
permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional
& Town Planning Act 1966, to carry out development and building permission under Section 346 of the
Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Prop. bldg. No. 2, on plot bearing CTS No. 724 B
premises at Street Seaser Lane village Ambivali plot
situated at Andheri (W) Ward K. West

The Commencement Certificate/Building Permit is granted on the following conditions :-

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall
be a part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or
permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year
commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no
way exceed three years provided further that such lapse shall not bar any subsequent application for fresh
development permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
(a) The Development work in respect of which permission is granted under this certificate is not
carried out or the use thereof is not in accordance with the sanctioned plans.
(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed
by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the
applicant through fraud or misrepresentation and the applicant and every person deriving title
through or under him in such an event shall be deemed to have carried out the development
work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning
Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs,
executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. R. P. TALKAR
Assistant Engineer to exercise his powers and functions of the Planning
Department under Section 45 of the said Act.

This CC is valid upto 2 JUN 2006

Commencement certificate is for
the work upto/For top of
+ of wing B, C, D on
the vacant plot as per
plan dt. 4/4/2005

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

R. P. Talkar
Assistant Eng. Building Proposals
(Western Subs.) 'H & K/West' 'K. West' 'K. West'

FOR
MUNICIPAL CORPORATION OF GREATER MUMBAI



मालमत्ता पत्रक

364

आविजली

पानुका न. भू. मा. का. -- न. भू. अ. अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

प्लॉट नं. ११८०.०

चौ. मीटर ७८८०.०

वदर-१

६९८८ | ६६

२००६

व्यवहार	खंड प्रमाणक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	मासिकेन
न. भू. क्र. ७२४ अ/१ प्रमाण विभाजना नुसार नविन न. भू. क्र. ७२४ व केंला.	स्व. धा	(H) फिल्मालय प्रा. लिमिटेड	मसो- ०९/१०/१९९१ न. भू. अ. क्र. ४ मुंबई

खरी नक्कल -

२५१५१०४

२५१५१०४

११६१०४

संगणक

२५१५१०४

२०१-

२५-

२५-



न. भू. अ. अंधेरी
मुंबई उपनगर जिल्हा

खरी नक्कल
@ungale

प्रमाण पत्र

प्लॉट नं. ५८८०-०

सात हजार आठशे ऐंशी पुणिक भाग

मुंबई उपनगर जिल्हा

मुंबई





दस्त गोपयारा भाग - 2

बदर-१
बदर 19
दस्त नं. 910/28/2006/64
२००८

दस्त नं. [बदर 15-1728-2006] या गोपयारा
पानाग मुल्य 0 मोपदस्ता 0 भरतेले मुदाक मुल्य : 100

दस्त हजर कल्याणा दिनांक : 01/03/2006 01:16 PM
निष्पादनाया दिनांक 28/02/2006
दस्त हजर करणा गाची राही

दस्ताया प्रकार : 81 मुल्यकारनामा
शिफ्टा क्र. 1 पी वळ (सादरीकरण) 01/03/2006 01:16 PM
शिफ्टा क्र. 2 पी वळ : (फी) 01/03/2006 01:19 PM
शिफ्टा क्र. 3 पी वळ : (कपुली) 01/03/2006 01:19 PM
शिफ्टा क्र. 4 पी वळ : (आळख) 01/03/2006 01:19 PM

दस्त नाद कल्याणा दिनांक : 01/03/2006 01:19 PM

आळख
कार्यात दस्ताया अर्था निवृत्तीत करसास की, त दस्तऐवज करून देणा-याना व्यक्तीस प्रामाण्यता,
व त्यास प्रामाण्य पटविसात.

1) दस्ताया प्रकार : 81 मुल्यकारनामा

मुल्य : 100
दस्ताया प्रकार : 81
दस्ताया नं. :
दस्ताया नं. :
दस्ताया नं. :
दस्ताया नं. :
दस्ताया नं. :
दस्ताया नं. :

2) खडुभाट दस्ताया, पर/पलेंट नं. घरीलप्रमाणे

गल्ली/रस्ता.
ईमारतीचे नाव
ईमारत नं.
पेट/पत्ताहस्त
गाहर गाव
तालुका
जिल्हा

पावती क्र.: 1745 दिनांक: 01/03/2006
पावतीचे वर्णन
माघ: मे/ मेरेकर होरिंग ज ति व तप
गवन कपाडीया

100 : नोंदणी की
140 : भक्कत (अ. 11(1)), मुल्यकारनामा
(अ. 11(2)),
हजपात (अ. 12) व छायाधियन (अ. 12)
एकत्रित की

240: एकूण

स. दुष्यम निबंधक अंधेरी-४
मुंबई उपनगर जिल्हा

बदर-१५/
१७२८/८
२००६

प्रमाणित करणेत वेले की, या
दस्तायाचे एकूण पाने आहेत

स. दुष्यम निबंधक अंधेरी क्र. ४
मुंबई उपनगर जिल्हा

स. दुष्यम निबंधक अंधेरी-४
मुंबई उपनगर जिल्हा



बदर-१५/१७२८/२००६
पुस्तक क्र.मांक १६
मोबिला.
दिनांक: १/३/२००६

स. दुष्यम निबंधक अंधेरी क्र. ४
मुंबई उपनगर जिल्हा



3. And I hereby agree to ratify and confirm all and whatsoever the said Attorney/s shall lawfully do or cause to be done by virtue of these presents.

वदर-१
१९०८ | ६३
२००८

IN WITNESS WHEREOF I have hereunto put my hand at Mumbai this 28 day of Feb - 2006.

SIGNED & DELIVERED BY
Within named
KAMALNAYAN K. KAPADIA
the Director of MAYFAIR HOUSING
PVT.LTD.

For Mayfair House



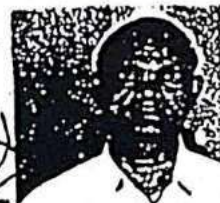
WE ACCEPT :
(1) PRAKASH WARANG



(2) RAMAN PATEL

Rachidem

Rachidem



वदर-१५/
१९०८ | ५
२००६





MAYFAIR HOUSING PRIVATE LTD.

Corporate Office: Mayfair Enclave, Pashanpada, Thane-401 305, Maharashtra
Telephone: +91 22 2848 7301-36 Email: info@mayfairhousing.com Website: www.mayfairhousing.com

बदर-२
२१/०२/०६

True Copy of the extract from the minutes of the Meeting of the Board of Directors of the Company held on 2nd February, 2006.

RESOLVED THAT the Company should appoint Shri. Prakash Warang and Shri. Raman Patel, as the constituted attorneys of the company, specifically limited for the purpose of admitting execution of various documents executed by the Company/its directors (for and on behalf of the Company) and having such documents registered according to law.

FURTHER RESOLVED THAT Director Shri. Kamalnayan K. Kapadia, is hereby authorized to sign and execute the proposed Power of Attorney in favour of Shri. Prakash Warang and Shri. Raman Patel authorizing them to admit execution of various documents executed by the Company/its directors (for and on behalf of the Company) and having them registered according to law.

For Mayfair Housing Pvt. Ltd.

(Handwritten signature)



बदर-१५/
१५/०२/०६

Registered Office: ... Santacruz



बदर-१
२९७ / ६७
२००८

the same may be required to be registered with the Sub-Registration of Assurances.

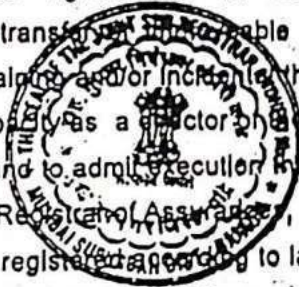
- 4) Due to my preoccupations, I may be unable to personally attend the office of the concerned Sub-Registrar of Assurances for admitting execution of documents so executed by me in my capacity as a director of the said Company and as such I am desirous of appointing some fit and proper person for attending the office of the concerned Sub-Registrar of Assurances for admitting execution of various documents executed by me, in my capacity as a director of the said Company.

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I, KAMALNAYAN K. KAPADIA do hereby nominate, constitute and appoint (1) MR. PRAKASH WARANG, and (2) MR. RAMAN PATEL both having their office at Mayfair Enclave, "Prabhu Krupa", Plot No 272, 9th and 11th Road Junction, Khar (West), Mumbai 400 052, to be my true and lawful Attorney/s jointly and/or severally for me, in my name and on my behalf to do only the following acts, deeds, matters and things as specifically stated hereinafter.

1. To present the Agreements for sale and other documents for transfer of immovable properties and documents pertaining and/or incidents thereto executed by me in my capacity as a director of the said Company for registration and to admit execution thereof before the concerned Sub-Registrar of Assurances, and to have the said documents registered according to law and to do all other acts, deeds, matters and things pertaining thereto.

बदर-१५/
२४ / ३
०६

2. GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to the authority herein before contained.



मदर-१
Eo
C



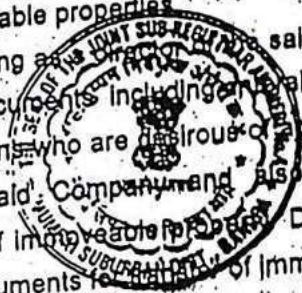
222
18 FEB 2006

को. सं. :
वी. नं. :
पं. नं. :
19 FEB 2006
May Fair... HOUSING
BVT 4/15
Dille
वि. नं. :
L 80889

मदर-२५/
१७२८.२
२००६

WHEREAS:-

- 1) I am a Director of the said Company.
- 2) The said Company is engaged interalia in the business of development of Immoveable properties.
- 3) In the course of my acting as a Director of the said Company, I have to execute various documents including interalia Agreements for Sale with various persons who are desirous of acquiring premises in the projects of the said Company and also other documents pertaining to transfer of Immoveable properties. Due to the nature of the documents viz. documents for transfer of Immoveable properties,



बदर-१
९७७७ १५९

18



MAHARASHTRA
3 FEB 2006
Office 222

श्री. क. कपडिया
13 FEB 2006
MAYFAIR HOUSING
PVT. LTD.
11/16

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME
KAMALNAYAN K. KAPADIA, a director of MAYFAIR HOUSING
PVT.LTD, a company incorporated under the Companies Act, 1956,
having its registered office at 7, Santacruz East, Mumbai, Nehru Road,
Opp. Santacruz Railway Station, Santacruz East, Mumbai 400 055 and its
Corporate Office at Prabhu Krupa, Prabhakar Road Junction,
Khar (West), Mumbai 400 052 (hereinafter referred to as "the said
Company") SEND GREETINGS:

बदर-१५/
९७७७ १९



वदर-१
 ९१७७ १५६
 २००८

गा. न. नं. ७, ७ - अव १२

नं. ८०	हिस्सा नं. १/३	कबजेदार वासुदेव मनन पेडणेकर	गाव. आविष्कार ता. वदर
लावणी लायक	ए. ११११ = गू. २३११	अंजी प्रेमली जेठ्या (७८५)	इता हक्क मनजी मोरामजी भेळी खाने सुक्रीटेलाख भांग्रेन मनन धनकी ५५००/५ १८-८-८४ (८३०)
खण	— ११११ =		
कार	रूपये आ. ४		
अथवा ...	पैसे		
आकार ..			
...			

लागवड करणाराचे नाव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा
टिप :- कारणा (वदर) दिवाळ भवे					

सल बरहुकुम खरी नक्कल असे तयार ता. २०१२/१०/६

महाली गौरी वसोबा
 वाळपन वसोबा



वदर-१
 ६९७७ / ६५
 २००८

गा. न. नं. ७, ७ - अव १२

स. नं.	६८	हिस्सा नं.	१/१	पाटी	कयनेदार	गाव - खाडोवली
क्षेत्र लावणी लायक	—	६९१०	—	—	२३३, ४२५, २५५ १००५, १५३	तालुका - यश्वेदी
पोट खरबा	—	—	—	—	वि. नं. १५००, १००२	हजार - १९०
एकूण	—	६९१०	—	—	—	—
आकार	रूपये	आ.	पैसे	—	—	—
बुडी अथवा ...	—	—	—	—	—	—
जादा आकार ..	—	—	—	—	—	—
पाणी	—	—	—	—	—	—

वर्ष	लागवड	करणाराचे नाव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा
		टिप :- कारणा			पुरक उन्ना (र) दिवा मळे		

अस्सल बरहुकुम खरी नक्कल असे तयार ता २०१२/०६

महाडी सजा विरोवा
 पालुख-मंत्री



वदर-१
६९७७ | ५४
२००८

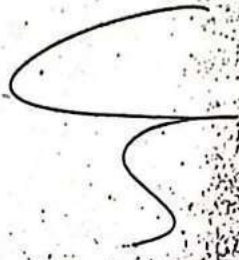
गा. न. नं. ७, ७ - अ व १२

स. नं. ६८ हिस्सा नं. १/२

कचनेदार
आलेखेकर केतानो जिनिवार
(८५२) (१४११)

गांव - आविवळी
तालुका - अंधेरी

क्षेत्र लावणी लायक	प.	२
पोट खराबा	-	-
एकूण	-	२
आकार	रूपये आ.	पैसे
बुडी अथवा ...	- ४	e
जादा आकार ..	-	-
पाणी	-	-



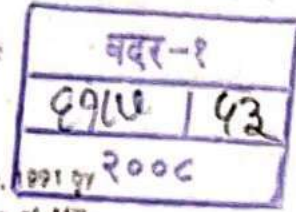
वर्ष	लागवड करणाराचे नाव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा
	टिप :- म्हातारा	पुराण	अगळी	पिके फळे		

अस्सल बरहुकुम खरी नक्कल असे तयार ता. २०/२/०६

लाठी सचिव नरगावा
वाड्या-मंडी



GHANDY & Co.



3. Original Deed of Declaration-Cum-Indemnity dated 15th July, 1991 by Mr. Siraj Taheralli Lokhandwala, both being the Trustees of M/s. Yasmin Corporation, a Private Trust.
4. Original Substituted Power of Attorney dated 15th July, 1991 executed by Mr. Siraj Taheralli Lokhandwala, both being the Trustees of M/s. Yasmin Corporation, a Private Trust.
5. Original Deed of Declaration-Cum-Indemnity dated 15th July, 1991 by (1) Sandeep Rajabhau Kulkarni, the Chief Promoter of Andheri Woodstock Co-operative Housing Society (Proposed), (2) Mrs. Tasneem Siraj Lokhandwala and Mr. Siraj Taheralli Lokhandwala, both being the Trustees of M/s. Yasmin Corporation, a Private Trust and (3) Mr. Siraj Taheralli Lokhandwala, Mr. Khetshi Karmshi Haria, both being the Trustees of M/s Siraj Enterprises, a Private Trust.
6. Original Power of Attorney dated 15th July, 1991 executed by (1) Sandeep Rajabhau Kulkarni, the Chief Promoter of Andheri Woodstock Co-operative Housing Society (Proposed), (2) Mrs. Tasneem Siraj Lokhandwala and Mr. Siraj Taheralli Lokhandwala, both being the Trustees of M/s. Yasmin Corporation, a Private Trust and (3) Mr. Siraj Taheralli Lokhandwala, Mr. Khetshi Karmshi Haria, both being the Trustees of M/s Siraj Enterprises, a Private Trust.
7. Original Index II dated 13th August, 2004

The following Original Title Deeds were produced by Sandeep Rajabhau Kulkarni and Others for our inspection:

1. Original Deed of Settlement dated 13.10.1977 executed by Mr. Firoz Taheralli Lokhandwala as the Settlor and Mrs. Tasneem Siraj Lokhandwala & Anr. as the Trustees creating M/s. Yasmin Corporation.



ANNEXURE "1"

वदर-१
९९७/१५२
२००८

1. Original Deed of Conveyance dated 15th July, 1991 executed between (1) Sandeep Rajabhau Kulkarni, the Chief Promoter of Andheri Woodstock Co-operative Housing Society (Proposed), therein referred to as the First Vendor of the First Part; (2) Mrs. Tasneem Siraj Lokhandwala and Mr. Siraj Taherali Lokhandwala, both being the Trustees of M/s. Yasmin Corporation, a Private Trust, therein referred to as the Second Vendor of the Second Part; (3) Mr. Siraj Taherali Lokhandwala, Mr. Khetshi Karmshi Haria, both being the Trustees of M/s. Siraj Enterprises, a Private Trust, therein referred to as the Third Vendor of the Third Part; (4) Mrs. Kalavati Kikubhai Desai and Mr. Manmohan Kikubhai Desai, therein referred to as the Confirming Parties of the Fourth Part and M/s. Filmalaya Pvt. Ltd., therein referred to as the Purchaser of the Fifth Part and registered with the Office of the Sub-Registrar of Assurances at Bombay under Registration No. PBBJ 3531/91.
2. Counter Part of the Deed of Conveyance dated 15th July, 1991 executed between (1) Sandeep Rajabhau Kulkarni, the Chief Promoter of Andheri Woodstock Co-operative Housing Society (Proposed), therein referred to as the First Vendor of the First Part; (2) Mrs. Tasneem Siraj Lokhandwala and Mr. Siraj Taherali Lokhandwala, both being the Trustees of M/s. Yasmin Corporation, a Private Trust, therein referred to as the Second Vendor of the Second Part; (3) Mr. Siraj Taherali Lokhandwala, Mr. Khetshi Karmshi Haria, both being the Trustees of M/s. Siraj Enterprises, a Private Trust, therein referred to as the Third Vendor of the Third Part; (4) Mrs. Kalavati Kikubhai Desai and Mr. Manmohan Kikubhai Desai, therein referred to as the Confirming Parties of the Fourth Part and M/s. Filmalaya Pvt. Ltd., therein referred to as the Purchaser of the Fifth Part.

2



WADIA GHANDY & Co.

there is no possibility of any tax liability arising out of the proceedings and on the facts of the case it is not necessary to invoke the provisions of section 281 of the Income Tax Act, 1961.

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एग्ले 142
अप्रोसाइड
इन्वकेशन नं० ०८

Dated this 27th day of October, 2005

For Wadia Ghandy & Co.

H. A. Moochnala

H. A. Moochnala
Partner

SCHEDULE

ALL that piece or parcel of land admeasuring 9424.71 sq.yds. equivalent to 7880.00 sq.mtrs. and bearing City Survey No. 724 B of Village Ambivali, Taluka Andheri, District Mumbai Suburban situate at Ceaser Road, Amboli, Andheri (West), Mumbai - 400 058 together with the structures standing thereon and bounded as follows that is to say:

- On or towards the East by 12.20 mtr. wide D.P. Road,
- On or towards the West by Plot No. A1 (pt)
- On or towards the South by Plot No A 1 (pt) and
- On or towards the North by 18.30 mtr. wide Ceaser Road.



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६९६०	१५०
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- (i) the conditions imposed in the Letter of Intent dated 8th September 2005, under 1997 and re-validated order dated 23rd September, 2005, under Section 22 of the ULC, by the Additional Collector and Competent Authority, ULC, whereunder Filmalaya has been permitted to redevelop the said Property. The said LOI and revalidation order contain inter-alia three conditions which primarily affect the sale of the constructed area on the said Property:
- (a) maximum size of each tenement should be 120 sq. mts. plinth area
 - (b) Not more than one dwelling unit shall be sold /allotted to one family
 - (c) The development shall be completed by 7th September, 2008.
- (ii) the permanent right of way over the said Property, granted under a Declaration dated 15th July 1991 and registered with the Sub-Registrar of Assurances at Bombay under Sr. No. 3540 of 1991 and executed by Rono Deb Mukerji, Ram Mukerji, Shomu Mukerji and Shubir Mukerji, in their capacity as Directors of Filmalaya Private Limited, so as to enable access to an adjoining land and the structures standing thereon, which adjoining land and structures standing thereon has been leased to Filmalaya Private Limited by Sandeep Rajabhau Kulkarni, the Chief Promoter of Andheri Woodstock Co-Operative Housing Society (Proposed) and Ors for a period of 999 years (with effect from 15th July 1991) under the Indenture of Lease dated 15th July 1991 registered under Sr. No. 3537 of 1991. The aforesaid right of way has not been demarcated on plan.

We have been informed that CIT, Mumbai City XI has filed an Income Tax Appeal bearing (Lodging) No. 715 of 2004 which is pending before the Bombay High Court in respect of the IT Assessment of Filmalaya Private Limited. In this regard Tax Counsel Advocate V. H. Patil has advised that



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 १९७७/११/४८
 ४८

his Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed with the arrangements of obtaining No Objection Certificate from the Housing Committee under the Rent Act and in the event of your proceeding with the work without obtaining such certificate, the work under Section 347 (1) (a) of your starting, the work without obtaining the certificate, if removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1961, (12) of the Town Planning Act, will be withdrawn if it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-

- i) Specific plans in respect of evicting or rehousing the existing tenants in four stages their names and the area in occupation of each.
- ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
- iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

In case of extension to existing building, blocking of existing windows of rooms deriving light and air from external sides should be done first before starting the work.

In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 meter. The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.

It is to be understood that the foundations must be excavated down to hard soil.

The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

The water arrangement must be carried out in strict accordance with the Municipal requirements.

No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.

No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to meet the use of plane glass for coping over compound wall.

- (a) Louvers should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or Arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 234-1 (a).
- (d) The inspection chamber should be plastered inside and outside.

If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO-ARCHITECT/OWNER

For P.P. Talwar 4/4/05
 Executive Engineer, Building Proposals
 Zones...K.W.I.P.....Wards.



NOTES E 4 APR 2005

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- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owners/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding. The work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



CE/8431/WYS/AK

4 APR 2005

Ex. Engineer (Civil) (W.S.)
H and E. Works
Municipal Office
B-10 (W.S.)
वदर-१
१९८८/१९
-२००८

That the 10' wide paved pathway upto staircase will not be provided.

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

That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.

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

That the parking spaces will not be provided as per D.C.R. No.36.

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

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

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

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

That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room space for telecom installations etc. required for providing telecom services shall not be provided.

That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.

That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.

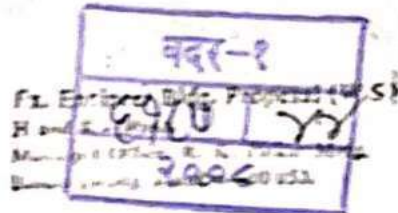
That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 Sq.Mts

That the requisition from fire safety point of view as per D.C.R. 91 shall not be complied with.



CE/8431/WS/AK

4 APR 2005



30. That the N.O.C. from E.E.(M&E) for parking layout in the basement podium shall not be submitted.

31. That the R.U.T. for compliance of I.O.D. conditions shall not be submitted.

32. That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.

B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

1. That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth.

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

3. That the requirement of N.O.C. from C.A., U.I.C. & R. Act will not be complied with before starting the work above plinth level.

4. That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.

5. That the N.O.C. from A.A. & C. [K/West] shall not be submitted.

6. That the plinth stability certificate from R.C.C. consultant

7. That the work-start notice shall not be submitted.

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

1. That the conditions mentioned in the clearance under No. CULC/DIII/2564 dt. 8.9.97 obtained from Competent Authority under U.I.(C.& R.) Act, 1976 will not be complied with.

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

3. That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.

4. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.



वदर-१
फ्रॉन्ट लोडिंग 17
299C

() That proper gutters and down pipes are not intended to be put to prevent water dripping of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 2004 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

R. K. Jaisankar
Executive Engineer, Building Proposals,
Zone, K. W. P. Wards.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

"(c) Not less than 92 ft. () meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department,

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347(1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.



पद-१
१९/१०/२०
२००५

This L.O.D / C.C. is issued subject to the provision of Urban Land ceiling and Regulation Act, 1978

ANNEXURE

INSTR. NO. 202-1523/2005

346
88

..... Ex. Engineer Bldg. Proposal (W.S.)
in replying please quote No. H and E - Ward
and date of this letter. Municipal Office, R. K. Park Marg,
Bandra (West), Mumbai-400 050.

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. E.B./CE/ 8431/WS/AGS/A of 2004 - 2005

4 APR 2005

MEMORANDUM

Municipal Office,

Mumbai - 400 050

Owner : Shri Nayan Shah, C.A. to Filmalaya Pvt.Ltd.

With reference to your Notice, letter No. 337 dated 13/8/2004 and delivered on 20/8/2004 and the plans, Sections Specifications and Description and further particulars and details of your building at Vill. Ambivali, at Ceaper. Lano, Andheri (West), furnished to me under your letter dated 20/8/2004 I have to inform you that I cannot approval of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

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

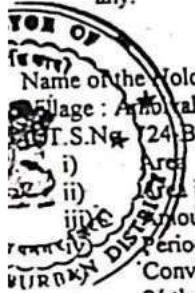
1. That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(2).
3. That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
4. That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.





19. that the earlier N.A. Permission granted by the --- under No. ---, d ---, cancelled from the date of implementation of this order.
20. This permission is granted at the risk of applicant/Power of Attorney Holder/Occupant regarding Title of the land.
21. This permission is granted presuming that the papers submitted by the applicant are genuine and for any dispute arising out of document submitted the applicant/Power of Attorney Holder will be held responsible.
22. This order of N.A.A. is only for fiscal purposes of realisation of N.A. assessment as land has been put to Non-Agricultural use.
23. This order is issued subject to protection of rights, dispute or Court matter pending if any.

SCHEDULE



Name of the Holder:- Filmalaya Pvt.Ltd.

Village : Andheri Taluka : Andheri District : M.S.D.

T.S.No 724-B

i) Area in sq. mtrs.3534.17 purpose Commercial

ii) Area in Sq. mtrs 4345.83 purpose Residential.

iii) Amount of annual N. A. Assessment Rs.40361/-

Period from Revenue Year : 2004 to 2005

Conversion tax-of Rs. 2,01,805/- to be paid within a month.

2/-the grantee shall pay total amount of Rs. 2,42,166/- in the office of the Tahasildar Andheri within a period of one month from the date of this order.

O/c Sign by Collector

To,
Shri Nayan A.Shah,
Prabhu Krupa ,Plot No.272,
9th and ,11th Rd. Junction,
Khar (W), Mumbai 52.



[Signature]
For Collector,
Mumbai Suburban District.



बदर-१
१९८५ / ३८
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OFFICE OF THE
COLLECTOR, MUMBAI SUBURBAN DISTRICT
1st floor Administrative Building, Government Colony, Bandra(E.), Mumbai-400 051

No.C/Desk-IIIC/LND/NAP/SRA-1031
Date :- 21/04/2006

Read :-

- 1) Application dt. 10/02/06 from Shri Nayan A. Shah ,

ORDER :-



Land bearing, C.T.S.No. 724-B of Village -Ambivali, Taluka Andheri at Mumbai Suburban District, belongs to Filmalaya Pvt.Ltd.

Shri Nayan A.Shah, C.A. to the owner has applied for grant of Non-Agricultural Permission in respect of the above lands for Residential and commercial purposes.

The Owner of the land has given a Power of Attorney to the above named applicant.

The building plans have been approved by the Greater Mumbai Municipal Corporation vide their IOD No.CE/8431 /WS/AK, dt. 4/4/2005 . The applicant has also produced a clearance under the provisions of Urban Land (Ceiling & Regulation) Act. 1976 vide order No. C/ULC/D-III/22/2564/dt. 23/9/2005.

The above lands are presently held for Non- agricultural purpose. On verification of papers produced by the applicant it is seen that the land adm.7880.00 sq.mtrs has already been assessed for commercial purpose under S.D.O.M.S.D. order bearing No. DLN/LND/115 August 1998 . Now the user of the land is being changed from Commercial to Residential and Commercial Purpose as shown below .

An area adm. 3534.17 for Commercial
An area adm 4345.83 for Residential

The order bearing No.DLN/LND/115 August1998 passed by the S.D.O, M.S.D. is hereby partly modified in respect of the land adm. 7880.00 sq.mtrs only.

In exercise of the powers delegated under Section 44(i) of the M.L.R.Code. 1966, I the Collector, M.S.D. do hereby grant the Non-Agricultural Permission to Filmalaya Pvt.Ltd. to use the land specified in the schedule appended hereto, as per the plans approved by the Greater Mumbai Municipal Corporation, subject to the following conditions :-

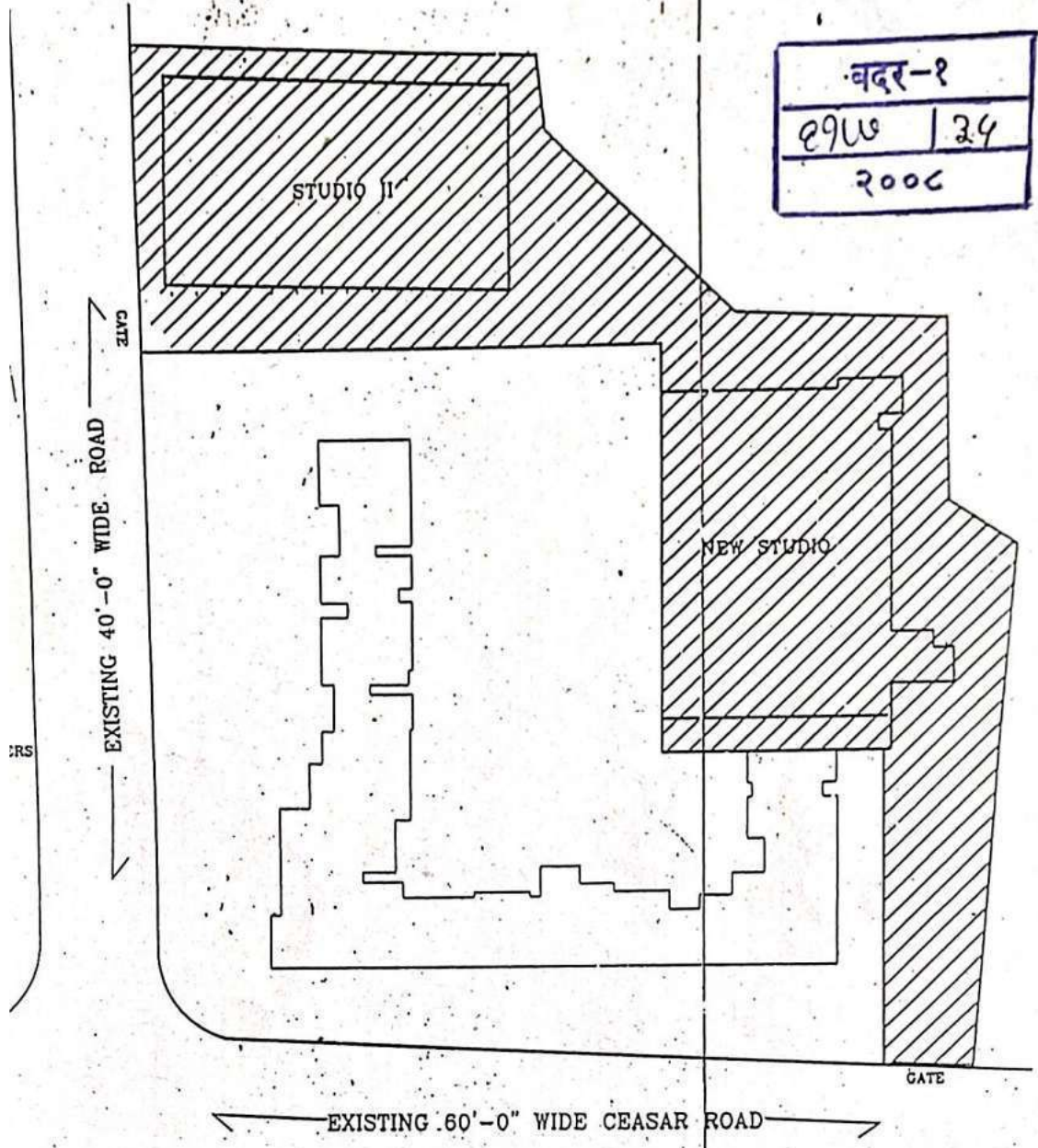
1. that the grant of permission shall be subject to the provisions of the Code & Rules made thereunder.
2. that the grantee shall use the land together with the building or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building thereon for any other purpose without obtaining the previous written permission to that effect from this office.
3. the grantee shall construct the building according to the plans approved by the Greater Mumbai Municipal Corporation.

SRA-1031-mrs

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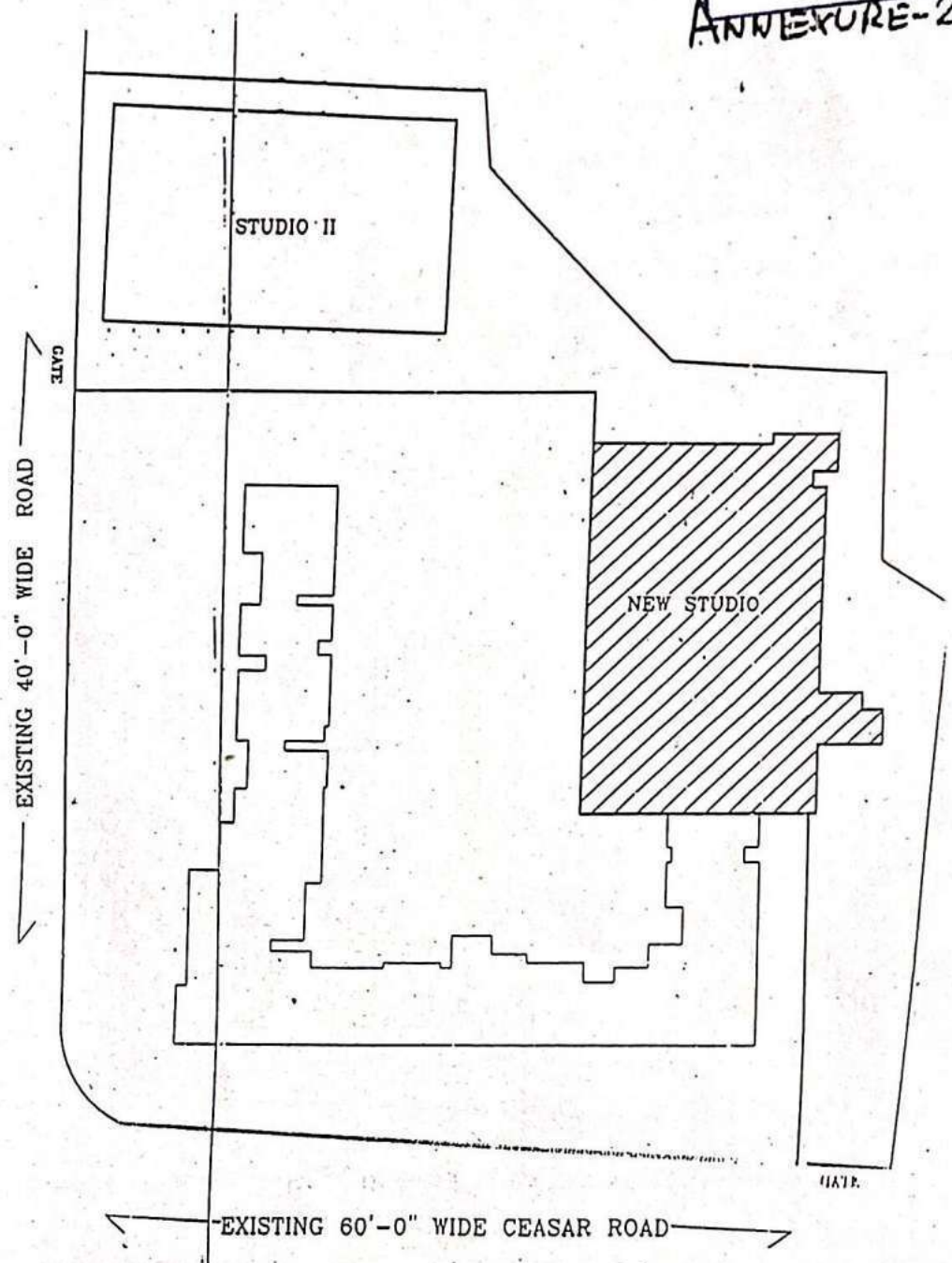
ANNEXURE-3



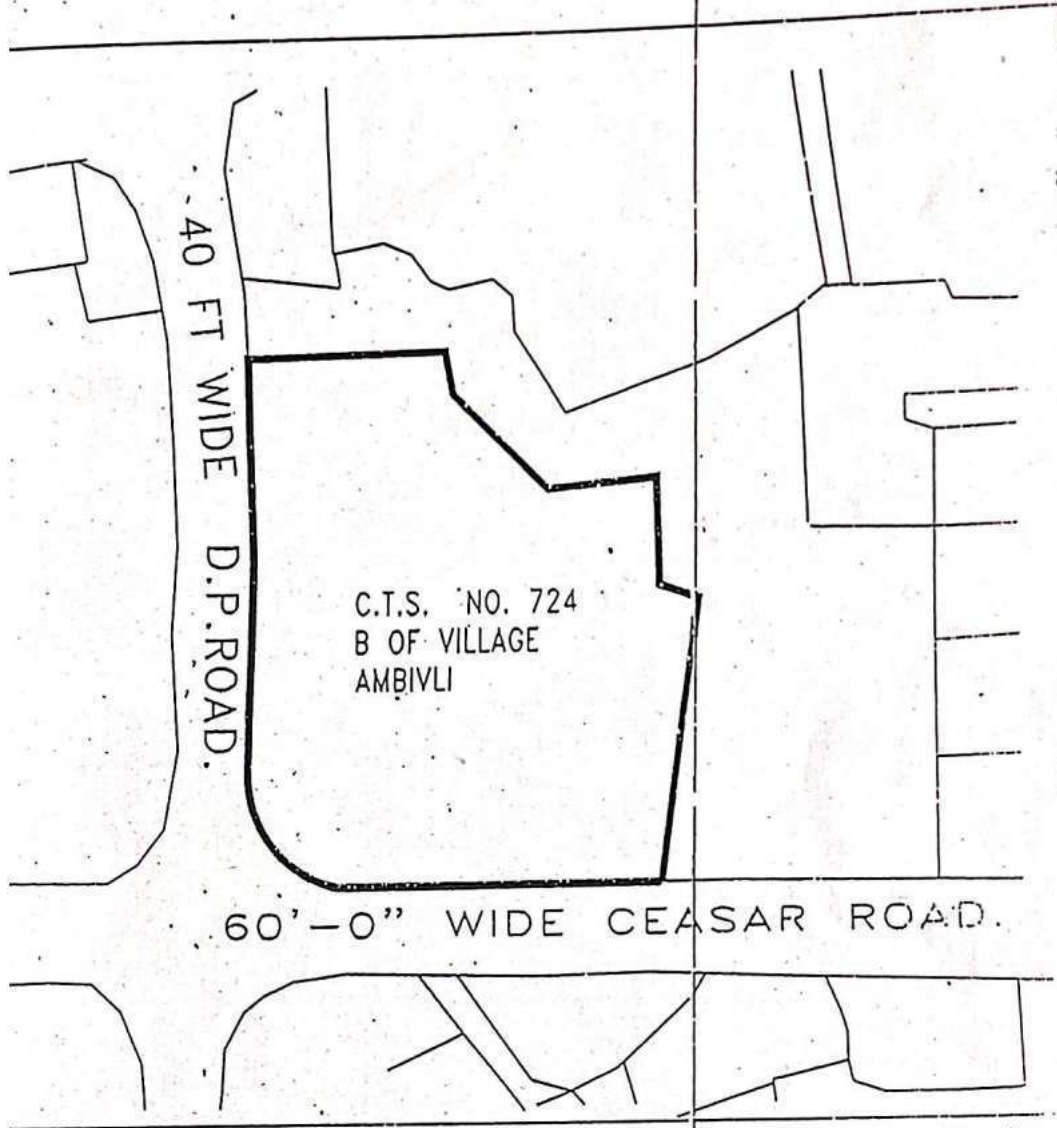
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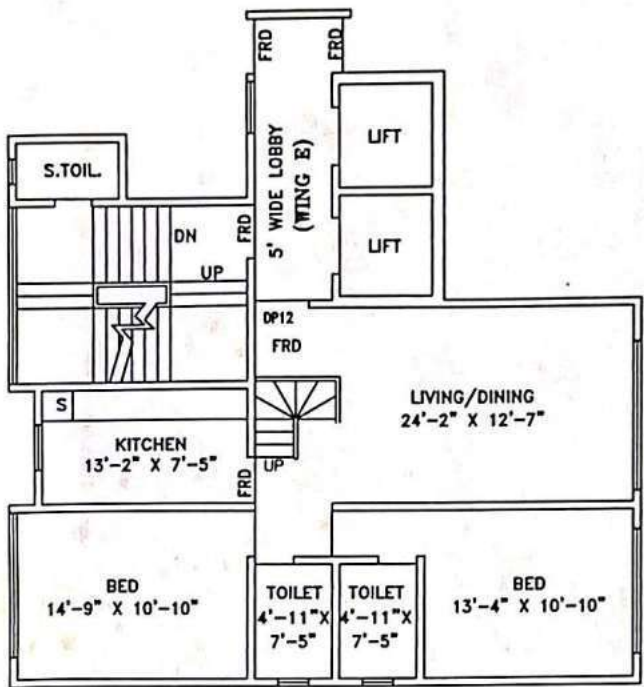
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ANNEXURE-2



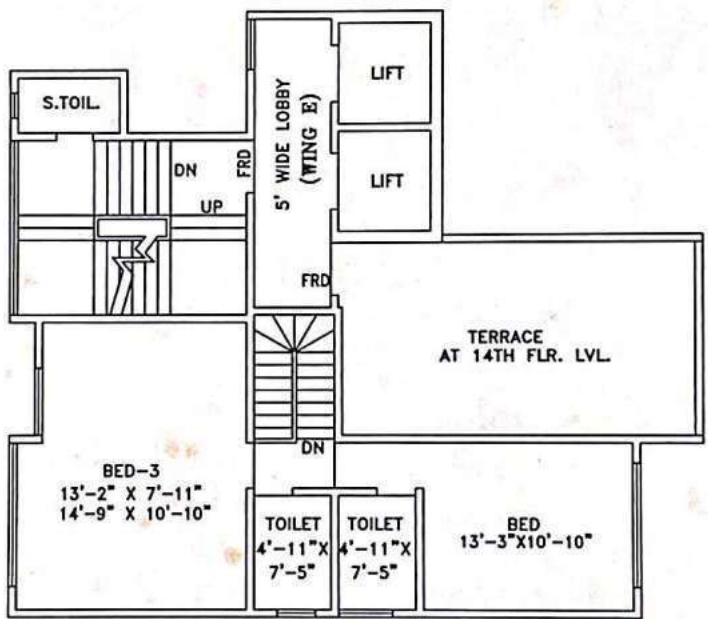
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13TH FLOOR PLAN



14TH FLOOR PLAN

1302

3rd & 14th

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Annexure "11"

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LIST OF AMENITIES

<u>Sr. No.</u>	<u>Items</u>	<u>Description</u>
1	FOUNDATION	Open footing/ Raft
2	STRUCTURE	R. C. C. framed structure
3	WALLS	Brick wall
4	FLOORING	-----
5	DADO	-----
6	DOORS	Flush Doors
7	WINDOWS	Colour Anodise / Powder Coated Aluminium Windows
8	PLUMBING	-----
9	C.P. FITTING SANITARY WARE	-----
10	LIFT	Automatic High Speed OTIS makes machine room less lift or Equivalent 2 lifts.
11	ELECTRICAL	-----

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LIST OF ANNEXURES

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<u>Sr. No.</u>	<u>Annexures</u>
1.	Annexure "1" Plan describing the First Schedule.
2.	Annexure "2" Plan describing New Studio.
3.	Annexure "3" Plan describing the portion to be retained by the Owner.
4.	Annexure "4" Plan describing the portion to be developed by the Developer.
5.	Annexure "5" A copy of the revalidated order (ULC) dated 10 th October, 2002
6.	Annexure "6" Copy of the I.O.D. dated 4 th April, 2005
7.	Annexure "7" Commencement Certificate dated 3 rd June 2005
8.	Annexure "8" Copy of the Title Certificate
9.	Annexure "9" Floor plan describing the flat/shop/unit
10.	Annexure "10" Plan Showing the Car parking spaces
11.	Annexure "11" Description of the Amenities



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RECEIPT

RECEIVED OF AND FROM]
the within named Purchaser/s a sum]
of Rs. 5,00,000/- (Rupees Five Lacs Only)]
vide Cheque No. 485869 dated 07-06-08]
issued by HSBC]
being the amount payable to us by the]
Purchasers as within mentioned]

Rs. 5,00,000/-


We Say Received

For M/s. Mayfair Housing Pvt. Ltd.



Director

Witnesses:

1. Reepali Chavara 

2.

Reepali Chavara



बदर-१
६९००/२०
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IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day and year hereinabove written.



SIGNED SEALED AND DELIVERED
by the within named "Developer"
M/s. MAYFAIR HOUSING PVT LTD.
Through its Director
RAMALNAYAN K. KAPADIA
in presence of

For Mayfair Housing Pvt. Ltd.
[Signature]
Director

- 1. Rupali Chavan
- 2. [Signature]

[Signature]



SIGNED AND DELIVERED
by the within named Purchaser/s
Mr. Paratho Mitra
Mrs. Bubun Mitra
in presence of

[Signature]
[Signature]
[Signature]

- 1. Rupali Chavan
- 2. [Signature]

[Signature]



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50. The Permanent Account Number of Purchaser is

AALCN-8744N - AFXPM-8452Q

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seal on the day and year the first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring approximately 7880 square meters (seven thousand eight hundred and eighty) equivalent to approximately 9424.71 square yards (nine thousand four hundred twenty four decimal seventy one) bearing sub-divided Plot No. A2 and C.T.S. Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District and bounded as follows:-

- On or towards the East : by 12.20 Mtr. Wide Road,
On or towards the West: by Plot No. A1 (pt) i.e. Gulmohar Apts
On or towards the South: by Plot No A 1 (pt) and
On or towards the North: by 18.30 mtrs. wide Ceaser Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

Duplex No.1302, on 13th & 14th Floor, admeasuring 1547.65 Square feet i.e. 143.78 Square meters (Built up area), in the Building to be known as **Mayfair Meridian Wing E**, to be constructed on a portion of the land more particularly described in the First Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

1. Gymnasium
2. Society office
3. Podium
4. Entrance foyer at ground and first floor level.
5. Security cabin
6. Terrace above 14th floor level
7. Lift lobbies
8. Lifts
9. Staircases
10. Meter Room
11. Recreation garden at ground and at podium level.
12. Servant's toilet.



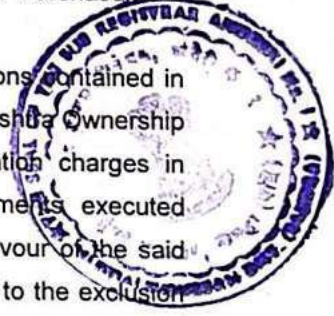
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303, Shishira CHS,
Yamuna Nagar, Lokhandwala,
Andheri (W) Mumbai - 400 053

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44. Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said flat/shop/unit agreed to be purchased by the Purchaser/s hereunder.
45. The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said land and/or the said building and/or otherwise in to upon the said land howsoever against the Developer and/or the Owner, save and except in respect of the said flat/shop/unit. Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said land and/or the Owner's Retained Portion and/or the said Studio No.II and/or the said New Studio and/or the said New Studio and/or the said 5 building and/or any part thereof.
46. Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.
47. The Developer hereby states and confirms that the Developer has not taken any loan against the said flat/shop/unit and the said flat/shop/unit under construction is not mortgaged with any bank/s, financial institutions or any other party and that the Developer has good right full power and absolute authority to enter into the transaction hereby contemplated and demise the said flat/shop/unit to the Purchaser/s in the manner herein contained.
48. This agreement shall always be subject to the provisions contained in the MOFA and the rules framed thereunder viz. Maharashtra Ownership Flats Rules, 1964 and the stamp duty and registration charges in respect of this agreement as well as other documents executed hereafter including interalia the said conveyance in favour of the said Body shall be borne and paid by the Purchaser/s only to the exclusion of the Developer and the Developer is not and shall not be liable to and/or be called upon to contribute anything in that behalf.
49. The parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the parties.



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user or otherwise in respect of the said flat/shop/unit by the Purchaser/s.

- k. The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement or charge or mortgage or encumber or create lien of the said flat/shop/unit, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.
- l. The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Body as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the said Body and/or the concerned authority and/or other public authority.
- m. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Body regarding the occupation and use of the said flat/shop/unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- n. The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Developer's Portion/said building/said flat/shop/unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 years from the Purchaser/s being put in possession of the said flat/shop/unit.
- o. The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in any manner whatsoever.
39. The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including inter alia against and in respect of all actions,



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building in which the said flat/shop/unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the said building in which the said flat/shop/unit is situated. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

- f. To carry out at his/her/their own cost all the internal repairs to the said flat/shop/unit and maintain the said flat/shop/unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s.
- g. Not to demolish the said flat/shop/unit or any part thereof including interalia the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said flat/shop/unit is situated and shall keep the portion, sewers, drains, pipes, in the said flat/shop/unit and appurtenance thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said flat/shop/unit is situated and shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said flat/shop/unit without the prior written permission of the Developer and/or the said Body, when formed.
- h. Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable any insurance of the said land and the said building or any of them in which the said flat/shop/unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/shop/unit in the compound or on the terrace or on the other premises or any portion of the said land and the building/s in which the said flat/shop/unit is situated.
- j. To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of



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37. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said flat/shop/unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the Entrance Lobby, Staircase, Lift, Passage, Terrace etc. of the building and shall keep the above in the same form as the Developer construct the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the said elevation of the building, including fixing or changing or altering Grills, Windows, air conditioners, Chajjas etc., The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer. The boards/signs to be affixed for the commercial premises shall be affixed by the Purchaser/s only in the space provided therefor by the Developer and at no other place whatsoever. The Developer's decision in this regard would be final and binding on the Purchaser/s.

38. The Purchaser/s with an intention to bring all persons into whose hands the said flat/shop/unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

- a. To maintain the said flat/shop/unit at the Purchasers/s' own cost in good tenantable repair and condition from the date the possession of the said flat/shop/unit is offered and shall not do anything or suffer anything to be done in or to the said building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or by-laws of the concerned local or any other authority nor to the said flat/shop/unit itself or any part thereof.
- b. Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said flat, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the said Body are in any manner whatsoever prejudiced/ adversely affected.
- c. Not to carry out in or around the said flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the R.C.C. Consultants of the said Building.
- d. To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the said building by any act of the Purchaser/s.
- e. Not to store in the said flat/shop/unit any goods which are of hazardous, combustible or dangerous nature save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the said



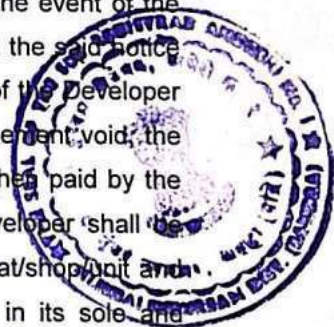
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12-18 months for the said Body to work out and inform each of the members about the exact break up of the maintenance charges payable by him / her / them. Therefore during such a period the said Body is likely draw up adhoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would give the said Body a time period of 12 to 18 months or more from the date of he/she/they is/are admitted as member/s of the said Body, to enable the said Body to work out the exact details of the maintenance charges payable by him/her/them.

35. Over and above the consideration and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this agreement to the Concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said land and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer, however, the same would be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said flat/shop/unit to the total area of all the new premises being developed on the said land.

36. The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement save and except the obligation of the Purchaser/s to pay the balance consideration and other sums as aforesaid) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving one month's notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit any amount/s till then paid by the Purchaser/s to the Developer and thereupon the Developer shall be free and entitled in its own right to deal with the said flat/shop/unit and their rights therein in any manner as the Developer in its sole and absolute discretion deems fit and proper without any reference and/or payment of any sums whatsoever to the Purchaser/s. In such an event, the Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not claim anything against the Developer/their transferee/s/allottee/s/ nominees.



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has explained to the Purchaser/s and have also shown to the Purchaser/s an account of the amount spent/to be spent on the said Development and Betterment facilities and the Purchaser/s has/have accepted and satisfied himself/ herself/themselves about the account and that the said charges for Development and Betterment facilities are expended/to be expended. The Purchaser/s further confirm/s that he/she/they shall not raise any further queries on the Developer in respect of the said charges for Development and Betterment facilities and neither shall the Purchaser/s call upon the Developer to submit any further account of the said charges for Development and Betterment facilities.

34. Over and above the amounts payable hereinabove, the Purchaser/s shall before taking possession of the said flat/shop/unit also pay to the Developer the following amounts:

- a. A sum of Rs. 250/- towards acquiring of 5 shares of Rs.50/- each and entrance fee of Rs.100/- within a period of seven days from the date of notice and in any event before possession of the said flat/shop/unit is handed over to the Purchaser;
- b. **Deposit a sum of 1,19,112/- (Rupees One Lac Nineteen Thousand One Hundred Twelve only) towards provisional maintenance charges for twelve months in advance,** commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said flat/shop/unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said flat/shop/unit in the new building. After the completion of the initial twelve months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said flat/shop/unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till formation of the said Body to the Developer and after formation of the said Body to the said Body and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest @ 24% p.a. or as otherwise demanded by the Developer/the said Body for any delay in payment of such outgoings. The maintenance charges would include inter-alia the following:-

- i. The expenses of maintenance, repairing, redecorating, etc. of the main structures and in particular the gutters and rain water pipes of the said building, water pipes and electric wires in under or upon the said building used by the premises/ premises holder/s in common with the other

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Thousand Three Hundred Only) and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

31. The Developer shall not put the Purchaser/s in possession of the said flat/shop/unit unless and until
- The Purchaser/s has/have paid the entire aggregate consideration as provided by clause 3 hereof in the manner provided by clause 4 hereof and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said flat/shop/unit to the Developer as specified herein.
 - The Developer have received the Occupation Certificate (O.C.) from the MCGM.
32. Upon possession of the said flat/shop/unit or license to enter the said flat/shop/unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupation of the said flat/shop/unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said flat/shop/unit or license to enter the said flat/shop/unit he/she/they shall have no claim against the Developer in respect of any item of work in the said flat/shop/unit, which may be alleged not to have been carried out or completed.
33. The Purchaser/s hereby agree/s to pay to the Developer, a lumpsum amount of 2,12,700/- (Rupees Two Lacs Twelve Thousand Seven Hundred Only), by way of re-imbusement of the expenses that have been incurred by the Developer and/or that have become payable and/or that shall become payable by the Developer as follows: to MCGM and to various authorities, whether by way of security deposit, development charges, betterment charges, in connection with the said Building Approvals, permissions, sanctions, completion certificates, N.O.C. remarks, in respect of and pertaining to the said flat/shop/unit and/or the said building and/or becomes payable to the State Government, and/or becomes payable to any authority and/or becomes payable to MCGM, Reliance Energy Ltd., Tata Power, Mahanagar Gas Ltd., and / or any other concerned authorities for the purpose of getting water connection, drainage connection, gas connection, electric connection, cost of substation, cost of main electric cables, and/or any other tax or payment of a similar nature as also costs incurred by the Developer in respect of servants toilet, office of the said Body, bore wells, additional tank for storage of water, other facilities that would be provided, legal charges for making of the agreement, etc. are also included in the above expenses. The charges referred to above are generally hereinafter referred to as "Charges for Development and Betterment facilities". The said charges for Development and Betterment facilities are non-refundable. The said charges for Development and Betterment facilities are over and above and in addition to the purchase price referred to hereinabove. The Developer



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said termination, however, the Developer shall pay to the Purchaser/s simple interest @ 9% per annum on the amount to be refunded payable from the extended date of possession till the amount is refunded to the Purchaser/s. Upon such payment to the Purchaser/s, neither party shall have any claim against the other in respect of the said premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose off the said premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. If as a result of any legislative order or requisition or direction of the Government or public authorities, the Developer is unable to complete the aforesaid building and/or to give possession of the said flat/shop/unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be to pay over to the Purchaser/s the total amounts attributable to the said flat/shop/unit as may have been received by the Developer pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other, under or in relation to this agreement, or otherwise howsoever.

28. The Purchaser/s shall take possession of the said flat/shop/unit within 7 days of the Developer giving written notice to the Purchaser/s intimating that the said flat/unit/shop are ready for use and occupation:

Provided that if within a period of three years from the date of handing over the said flat/shop/unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer any defect in the said flat/shop/unit or in the said the building on the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change.

29. Before delivery of possession or grant of license to enter the said flat/shop/unit to the Purchaser/s, the Purchaser/s shall inspect the said flat/shop/unit and the internal amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect of the construction work if the same are in accordance with this agreement.

30. The Purchaser/s shall be entitled to the possession of the said flat/shop/unit only after the full and complete consideration of Rs.2,15,37,300/- (Rupees Two Crore Fifteen Lacs, Thirty Seven



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Purchaser/s, the recourse available to the financial institution would be only against the said flat/shop/unit and against the Purchaser/s personally and not against the said land, the said building or any one of them or any of the other premises in the said building, and not against any other assets/rights of the Owner and/or the Developer.

22. It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the said building/the said Body shall be proportionately entitled use, occupy and enjoy the common areas and facilities in the said building and the said Developer's Portion and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in the Third Schedule hereunder written PROVIDED ALWAYS that the Owner's Retained Portion solely and exclusively belongs to the Owner and the Purchaser/s shall not claim any rights in to upon the said Owner's Retained Portion now or at any time hereafter.

23. It is expressly agreed by and between the parties as follows:

a. As aforesaid the Developer shall be constructing a building comprising of 5 wings on the said Developer's Portion and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.

b. It is further agreed that save and except the aforesaid terrace over the top floor viz. 14th floor in the said building, the Developer is entitled to sell the terrace/s which may be abutting the premises for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other



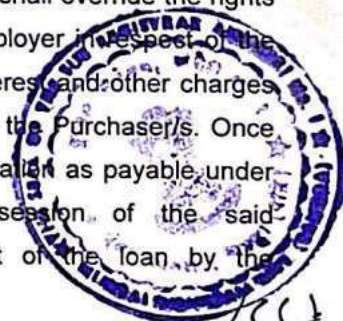
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be subject to the over all authority and control of the Developer, in respect of all the matters concerning the said building and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof, PROVIDED ALWAYS that the Purchaser/s hereby agree/s and confirm/s that in the event of the said body being formed earlier than the Developer dealing with or disposing of all the premises constructed in the said building, any allottee or transferee of premises of the Developer shall be admitted to such Body, without payment of any premium or any additional charges save and except Rs.250/- (Rupees Two hundred and Fifty Only) for the share money and Rs.100/- (Rupees One Hundred Only) entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the said Body , as the case may be.

20. Till the said conveyance, the Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s on the said land and/or additional storey/s in the said building and such additional building/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/storeys in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the said land as also construct additional structures on the said land or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional structure as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this clause shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This clause shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with section 7A of MOFA.

21. The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a housing loan from any financial institution or bank, for acquiring the said flat/shop/unit by offering the said flat/shop/unit as security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance consideration from the Purchaser/s shall override the rights of the financial institution/bank/organization/employer in respect of the loan so taken. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full consideration as payable under this Agreement and has/have taken possession of the said flat/shop/unit, thereafter due to non-payment of the loan by the

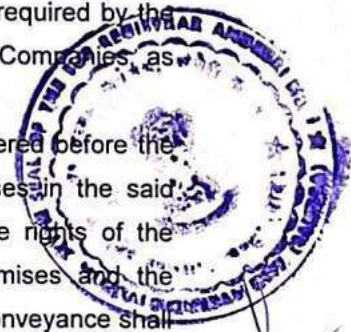


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assignment, transfer, gift, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience exercise its rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said flat/shop/unit and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the developer and/or its nominee/s and/or person/s.

17. It is further clarified by and between the parties that, in accordance with the terms of the said Development Agreement, after the execution of the said Conveyance in favour of the said Body and perpetual lease in favour of the Owners, as mentioned hereinabove, if any benefit of FSI arises in respect of the said Land, on account of any change in Development Control Regulations or any other law, the said additional benefit will be proportionately distributed between the Developer/Developer's nominee/s on the one hand and the Owner on the other hand in proportion to the FSI respectively retained by them as mentioned hereinabove.
18. After having paid the full amounts as payable to the Developer as stated under this Agreement and after taking possession of the said flat/shop/unit, the Purchaser/s along with the other premises purchasers, would co-operate with the Developer in formation of the said Body and shall join in as member/s thereof and for that purpose he/she/they shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in sign and return to the Developer within 7 days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to Register the organization of the Purchaser/s under Section 10 of MOFA within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article or Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.
19. In the event of the said Body being formed, and registered before the sale and disposal by the Developer of all the premises in the said building, the same shall not in any manner affect the rights of the Developer to sell/dispose off/transfer the unsold premises and the powers and the authority of the said Body till the said Conveyance shall

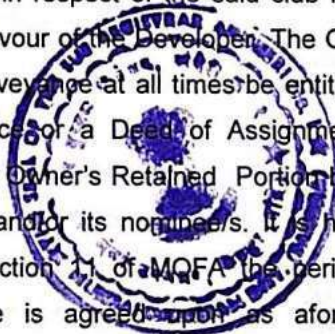


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fully satisfied himself/ herself/themselves about the title of the Owner to the said land and the right of the Developer to develop the said Developer's Portion and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of Owner and the rights of the Developer and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, IOD/Commencement Certificate issued by the MCGM and other relevant documents and papers including the Municipal Assessment Bills, City Survey Records and other documents mentioned in MOFA and the Rules framed thereunder and the Purchaser/s confirm/s that he/she/they has/have entered into this agreement after inspecting and understanding the aforesaid documents and papers.

12. The Developer has informed the Purchasers that the said club house shall always belong to the Developer and the same shall at all times be run and managed by the Developer on a commercial basis. The Purchaser/s by virtue of entering into these presents are not acquiring any rights in to or upon the said club house. The Purchaser/s may be admitted as members of the said club house by the Developer on payment of such fees as may be prescribed by the Developer from time to time at the sole and absolute discretion of the Developer.
13. As aforesaid, one building comprising of 5 wings is proposed to be constructed on the said Developer's Portion. The Developer shall take steps to form the said Body as and when all the premises in all the 5 wings of the said building are sold by the Developer. Upon completion of the entire project, viz. completion of construction of all the five wings of the said building on the said Developer's Portion and exploiting the full available construction potential of the said Developer's Portion, the Developer shall cause to be executed in favour of the said Body, a Conveyance/Lease in respect of the said Developer's Portion (herein referred to as "the said conveyance") subject to an unconditional perpetual lease simultaneously being executed by the said Body in favour of the Owner in respect of the Owner's Retained Portion in accordance with the terms of the said Development Agreement PROVIDED FURTHER that the said Conveyance shall also be subject to an unconditional perpetual lease in respect of the said club house being granted by the said Body in favour of the Developer. The Owner shall after execution of the said conveyance at all times be entitled to execution of a Deed of Conveyance or a Deed of Assignment of Reversionary rights in respect of the Owner's Retained Portion by the said Body in favour of the Owner and/or its nominee/s. It is hereby clarified that for the purpose of section 11 of MOFA the period of execution of the said conveyance is agreed upon as aforesaid PROVIDED FURTHER and it is hereby agreed by and between the



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parties that the draft of the said conveyance and the said perpetual lease to be executed in favour of the Owner as aforesaid shall be subject to approval by the Advocates & Solicitors of the Owner viz. M/s. Chitnis Vaithy & Co. PROVIDED ALWAYS that the said leases shall be granted by the said Society in favour of the Owners and the Developer respectively as aforesaid without charging any lease premium and at a nominal lease rent of Re.1/- per annum only.

14. The Developer has informed the Purchaser/s that the Developer has by and under an Indenture of Mortgage dated 28th December, 2005, mortgaged their right and interest in to upon the Developer's portion to and in favour of HDFC in consideration of certain loan facilities extended by HDFC to the Developer. The said Indenture of Mortgage dated 28th December, 2005, is registered with the sub-registrar of Assurances- Andheri under number BDR-4/10337/2005. The Developer assures the Purchaser/s that prior to the said Conveyance, the Developer shall release the said Developer's portion from HDFC.

15. In accordance with the said Development Agreement the title deeds of the said property are at present in the custody of M/s. Wadia Ghandy & Co. (the present Advocates and Solicitors of the Developer). The Purchasers are aware that upon completion of the entire project, at the time of execution of the said Conveyance, the said title deeds shall be handed over by M/s. Wadia Ghandy to the Advocates & Solicitors of the Owner viz. M/s. Chitnis Vaithy & Co. M/s. Chitnis Vaithy & Co. shall retain the said title deeds in their possession and in the Conveyance, there shall be incorporated a covenant for production of title deeds, whereunder the said title deeds shall be produced by the said M/s. Chitnis Vaithy for inspection of the said Body as and when required.

16. The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Developer's Portion, (b) the balance rights in respect of the said Developer's Portion (i.e. after having utilized the FSI available for the construction of the said building and the said New Studio as specified hereinabove and as per the plans already submitted and/or to be submitted by the developer from time to time and as per the proposed total scheme of development) and (c) various rights that may accrue to and over the said Developer's Portion in the future (the rights referred to in above are hereinafter collectively referred to as "the future rights") The future rights include the right of use of the said land as a receiving plot and/or to consume or fully exploit by utilising TDR/DRC which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of its future rights, by way of Sale,

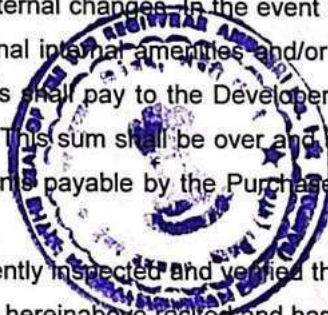


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otherwise as may be necessary for the purpose of enabling the Developer to construct the said building, in accordance with the said approvals or such other plans, with such additions and alterations as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said flat/shop/unit, said building on the Developer's Portion and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said flat/shop/unit agreed to be acquired by the Purchaser/s is not in any manner reduced.

10. It is expressly agreed that the said flat/shop/unit shall contain specifications, fixtures, fittings, and amenities as set out in **ANNEXURE "11"** hereto (hereinafter referred to as the "said internal amenities") and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said flat/shop/unit. It is specifically agreed between the parties hereto that the Developer shall have the right to change /substitute the said internal amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said flat/shop/unit on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution. It is further agreed by and between the parties hereto that in respect of the said internal amenities the Purchaser/s has/have an option to avail additional internal amenities and/or carry out internal changes. In the event of the Purchaser/s deciding to avail additional internal amenities and/or carry out internal changes, the Purchaser/s shall pay to the Developer such money as may be mutually decided. This sum shall be over and above the purchase price and other payments payable by the Purchaser/s to the Developer hereunder.
11. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have



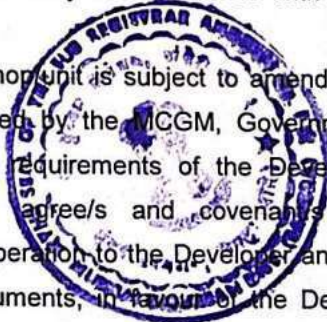
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the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon @ 24% p.a. The Purchaser/s shall issue cheques/demand drafts for the aforesaid sums to and in favour of "Mayfair Housing Pvt. Ltd., Kotak Mahindra Bank Ltd. Account No.0654-2000-002-262.

5. Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said flat/shop/unit to the Purchaser/s, obtain from the MCGM, occupation certificate in respect of the said flat/shop/unit.
6. Developer hereby declares that the FSI available in respect of the said Developer's Portion under the said Development Agreement is 50,114 (fifty thousand one hundred fourteen only) sq.ft. (Built up Area) and that no and no part of the said FSI of 50,114 (fifty thousand one hundred fourteen) sq.ft. (Built up Area) has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Developer elsewhere, then the Developer shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it.
7. The Purchaser/s is/are aware that the Developer proposes to sell certain portions of the said building for commercial user like shops, shopping centres, malls, offices etc. and the balance floors of the said building shall comprise of residential flats and the Purchaser/s has/have confirmed that they have no objection to the same.
8. The Purchaser/s is/are aware that the Developer is developing the said land and that the ownership of the said land vests with the Owner and the Developer has made a full and true disclosure of the nature of its rights to the said land as well as the right, title and interest of the Owner in to upon the said land including inter alia the right of the Owner to run the said Studios from the Owner's Retained Portion and to have a perpetual lease executed in their favour simultaneously against the conveyance of the said land being granted in favour of the said body in accordance with clause 13 hereof.
9. The design of the said flat/shop/unit is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and/or as per the requirements of the Developer. The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and sign and execute all papers and documents, in favour of the Developer or



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particularly described in the First Schedule hereunder written together with the right to use, occupy, enjoy and possess said car parking space/s viz. car parking space/s in the basement area together with all rights of and incidental thereto and together with the right to use and enjoy the common areas and facilities in common as specified in the **THIRD SCHEDULE** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "the said premises").

4. **The said aggregate consideration of Rs.2,15,37,300/- (Rupees Two Crore Fifteen Lacs, Thirty Seven Thousand Three Hundred Only) shall be paid by the Purchaser/s to the Developer in the following manner:**

(a) **Rs. 5,00,000/- (Rupees Five Lacs Only),** being the earnest money paid by the Purchaser/s to the Developer on or before execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

(b) **The Balance consideration 2,10,37,300/- (Rupees (Two Crore Ten Lacs Thirty Seven Thousand Three Hundred Only), on or before 15th July, 2008.**

Notwithstanding anything contained in this Agreement, it is specifically agreed that time for making the aforesaid payments is strictly of the essence of this contract and any delay by the Purchaser/s in making the aforesaid payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit all amount/s till then paid by the Purchaser/s to the Developer and thereupon the Developer shall also be free and entitled in its own right to deal with the said flat/shop/unit and their rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said premises in such an event PROVIDED HOWEVER THAT the Developer shall not exercise the aforesaid right of termination unless and until a notice of 15 days demanding the said payment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make the relevant payment PROVIDED FURTHER that strictly without prejudice to

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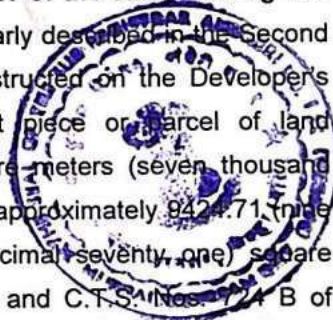
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documents required to be furnished to the Purchaser/s by the Developer under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and the Rules made thereunder and the Purchaser/s confirm/s that he/she/they have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

- S. In the circumstances, pursuant to negotiations between the parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said flat/shop/unit and the said car parking space/s on the terms and conditions herein contained.
- T. The parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

- The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.
- The Developer shall be constructing the said building comprising of 5 wings on the said Developer's portion in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any them.
Provided that the Developer shall have to obtain prior consent in writing to the Purchaser/s in respect of such variations or modifications which may adversely affect the flat of the Purchaser/s.
- In consideration of the aggregate sum of Rs.2,15,37,300/- (Rupees Two Crore Fifteen Lacs, Thirty Seven Thousand Three Hundred Only).** The Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer the said Duplex no. 1302 admeasuring 1547.65 sq. ft. built up area, on the 13th & 14th floor of the said building viz. **Mayfair Meridian Wing E** more particularly described in the Second Schedule hereunder written being constructed on the Developer's Portion of the said land viz. all that piece or parcel of land admeasuring approximately 7880 square meters (seven thousand eight hundred and eighty) equivalent to approximately 942.71 (nine thousand four hundred twenty four decimal seventy one) square yards bearing sub-divided Plot No. A2 and C.T.S. Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District and more



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- N. The Purchaser/s has/have approached the Developer for acquiring a Duplex bearing no. 1302 on the 13th & 14th floor admeasuring land and 1547.65 sq.ft. built up area i.e. 143.78 sq. mtrs built up area inclusive of balcony area in the building Mayfair Meridian Wing E (hereinafter referred to as "the said flat/shop/unit" and "the said building" respectively) together with the right to use, enjoy and occupy the car parking in one Basement & one Stilt area of the said building (hereinafter referred to as "the said car parking space/s") and the said flat/shop/unit is more particularly described in the **SECOND SCHEDULE** hereunder written and the said flat/shop/unit is shown on the typical floor plan annexed hereto as **ANNEXURE "9"**. The said car parking spaces are shown on the plan of the basement/stilt area of the said building annexed hereto as **ANNEXURE "10"**.
- O. The Developer is in the process of entering into several Agreements similar to this Agreement with several parties who may agree to take and acquire premises in the said building on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Developer, with a view that ultimately the purchasers/occupants of the various premises in the said building shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company (hereinafter referred to as "the said Body") and the said land together with the said building thereon will be conveyed by the Owners, after completion of the entire project (viz. Completion of all 5 wings) to the said Body in accordance with clause 13 hereof and subject to a lease in perpetuity being executed simultaneously in respect of the Owner's Retained Portion, in favour of the Owner as provided in the said Development Agreement and further subject to a perpetual lease being granted by the said Body in favour of the Developer in respect of the said club house as provided hereinafter.
- P. The Developer has informed to the Purchasers that the Owner shall continue to run the said Studio No. II and the said New studio (as and when the same is constructed) from the Owner's Retained Portion and the Purchaser/s has/have confirmed that he/she/they have no objection of any nature whatsoever and howsoever arising thereto.
- Q. The Purchaser/s has/have taken inspection of all the title deeds and all papers and documents hereinabove recited and satisfied himself/herself/themselves about the title of the Owners of the said land and the rights of the Developer to redevelop the said land and to the construction thereon and to enter into these presents.
- R. The Purchaser/s has/have demanded and has/have also taken inspection of the orders and approved plans, IOD/ Commencement Certificate issued by the MCGM and other relevant documents and papers including inter alia the Municipal Assessment Bills, City Survey Records and all other



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- (at first floor level) + terrace above the 14th floor and club house at the podium level (hereinafter collectively referred to as "the said building").
- H. The Developer has informed the Purchasers that the club house to be constructed by the Developer on the Podium level (hereinafter referred to as "the said club house") shall always belong to the Developer and the same shall at all times be run and managed by the Developer on a commercial basis. The Purchaser/s by virtue of entering into these presents are not acquiring any rights in to or upon the said club house. The Purchaser/s may be admitted as members of the said club house by the Developer on payment of such fees as may be prescribed by the Developer from time to time.
- I. In the circumstances, subject to what is stated above, the Developer is entitled to develop the said land as stated herein above and more particularly in terms of the said Development Agreement and to construct the said building on the Developer's portion in accordance with the plans approved and sanctioned by the MCGM.
- J. The Developer has informed the Purchaser/s that the Developer has appointed M/s. Shah & Dumasia as the Architects in respect of the said building and Shri. Navin Shah as the Structural Engineer for the preparation of the structural design and drawings of the building.
- K. As aforesaid, the Developer shall be constructing said building comprising of 5 wings on the said Developer's portion by using and utilizing the total available FSI (pertaining to the Developer's portion under the Development Agreement as aforesaid) and also by loading 100% i.e. equivalent TDR (pertaining to the said land) or more as may be permissible, in accordance with the plans designs, specifications accepted and approved by the concerned local authority and which have been seen and accepted by the Purchaser/s, with such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government.
- L. The title of the Owner to the said land and the right of the Developer to develop the same has been certified by Advocates and Solicitors M/s. Wadia Ghandy & Co. vide their title Certificate dated 27th October, 2005 and a copy of the said Title Certificate is annexed hereto as **ANNEXURE "8"**
- M. The Developer has informed the Purchaser/s that the Developer has mortgaged their right and interest in to upon the Developer's portion to and in favour of HDFC Limited in consideration of certain "loan" facilities extended by HDFC to the Developer. The said Indenture of Mortgage dated 28th December, 2005, is registered with the sub-registrar of Assurances-Andheri under number BDR-4/10337/2005.



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- D. The redevelopment project envisages that after demolishing the said Studio No. I and the Ancillary Structures, the Developers shall construct a New Studio (hereinafter referred to as "New Studio") on the portion said Land. The said New Studio is shown by slanting lines on the Plan hereto annexed as **ANNEXURE "2"** and which New Studio shall belong to the Owners along with the existing Studio No. II. It is agreed under the said Development Agreement that the said land is to be demarcated into two portions (i) one portion on which the Studio No. II stands and the New Studio is to be constructed will stand (on reconstruction by the Developer as aforesaid) admeasuring approx. 32,846 (thirty two thousand eight hundred forty six) sq. ft. and is demarcated on the Plan hereto annexed as **ANNEXURE "3"** and thereon shown/marked in slanting lines, and which portion is to be retained by the Owner (hereinafter referred to as "Owner's Retained Portion") and (ii) the balance portion of the said Land admeasuring approx. 51,974 (fifty one thousand nine hundred seventy four) sq. ft. demarcated on the Plan hereto annexed as **ANNEXURE "4"** and thereon shown / marked in vertical lines, shall be developed by the Developer for the construction of new building/s (hereinafter referred to as "Developer's Portion").
- E. The Owner had obtained an order dated 10th October, 2002 under Section 22 of the Urban Land (Ceiling and Regulation) Act, 1976 for the redevelopment of the said Property and the Developer has got the same revalidated up to 7th September, 2008. A copy of the said revalidated order is annexed hereto and marked as **ANNEXURE "5"**
- F. The Developer after having got approved from the Owner, and their Architects the plans for development of the New Studio and the said Property, had submitted to the MCGM and obtained the IOD dated 4th April, 2005 bearing No. CE/8431/WS/AK and Commencement Certificate dated 3rd June, 2005 from the MCGM for development on the said land. The copy of the said I.O.D. dated 4th April, 2005 and the said Commencement Certificate dated 3rd June 2005 are annexed hereto and marked as **ANNEXURES "6" and "7"** respectively. The Developer has informed the Purchaser/s that the Developer shall be applying for obtaining further Commencement Certificate/s from the MCGM in respect of some additional buildings on the said Developer's Land. The said I.O.D., the said Commencement Certificate and the further Commencement Certificate/s to be obtained by the Developer are hereinafter collectively referred to as "the said building approvals".
- G. At present, it is proposed that on the Developer's portion the Developer shall construct a building with 5 wings to be known and hereinafter referred to as Mayfair Meridian Wing A, Mayfair Meridian Wing B, Mayfair Meridian Wing C, Mayfair Meridian Wing D, Mayfair Meridian Wing E. Each comprising of basement + ground/stilt + 14 upper storeys including podium



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दस्ता ऐवजाचा प्रकार



सादर करणाराचे नाव: पार्थो मित्रा
नोंदणी फी 30000.00
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आपणास हा दस्त अंदाजे 1:01PM ह्या वेळेस मिळेल

प्रमाणित
दुर्यम निबंधक
अधेरी 1 (बांदा)

बाजार मूल्य: 10767770 रु. मोबदला: 21537300 रु.
भरलेले मुद्रांक शुल्क: 1059990 रु.
देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: बी ओ एम, मु - 53;
डीडी/घनाकर्ष क्रमांक: 874152; रक्कम: 30000 रु.; दिनांक: 18/06/2008

(For Bank's Use only)
Date:
Please Sign the declaration printed behind
For Industrial Development Bank of India Limited

Authorized Signatory
S. M. Wapsalekar

For Industrial Development Bank of India Limited

Authorized Signatory

is 23th day / 1111
bt between

MAYFAIR HOUSING PRIVATE LIMITED, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at 7, Santacruz Mansion No. 1, Nehru Road, Opp. Santacruz Railway Station, Santacruz East, Mumbai 400 055 and its Corporate Office at 401-403, Prime Plaza, 38/A, S.V.Road, Santacruz (West) Mumbai-400 054, hereinafter referred to as "the Developer", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns), of the One Part

MR. PARTHO MITRA &
MRS. BUBUN MITRA



INDUSTRIAL DEVELOPMENT BANK OF INDIA LTD.
BRANCH: DADAR (E), 19/A, RAJARAM ESTATE OPP. MADHAVNADI, MUMBAI
MARATHI GRANTHI SANGRAHALAYA
MARG, DADAR (E), MUMBAI - 400014
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having his/her/their address at 303, Shishira C.H.S., Yamuna Nagar Lokhandwala, Oshiwara, Andheri (W), Mumbai – 400 053, hereinafter called **"THE PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns, in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner and in case of a limited company, its successors and permitted assigns) of the **OTHER PART**: -

WHEREAS:

- A. One Filmalaya Private Limited (hereinafter referred to as **"the Owner"**) is the owner of and absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of land, admeasuring approximately 7,880 (seven thousand eight hundred and eighty) square meters equivalent to approximately 9,424.71 (nine thousand four hundred twenty four decimal seventy one) square yards, bearing sub-divided Plot No. A2 and C.T.S. Nos. 724 B of Village Amboli, Andheri (West), Mumbai Suburban District and delineated on the plan hereto annexed and marked **ANNEXURE "1"** and thereon shown surrounded by thick black colour boundary line and more particularly described in the First Schedule hereunder written (hereinafter referred to as **"the said land"**).
- B. The Owner is also the owner of and absolutely seized and possessed of the various structures standing on the said Land viz. two large structures one of them known as Studio No. I and the other known as Studio No. II (hereinafter referred to as the **"said Studio No. I"** and the **"said Studio No. II"** respectively) and other 22 (Twenty Two) smaller structures, all of which structures (including the said Studio No. I and the said Studio No. II) are collectively referred to as **"the said Structures"**.
- C. The Owner was desirous of redeveloping the said Property and accordingly, by and under a Development Agreement dated 28th October, 2005, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 8988/2005 (hereinafter referred to as **"the said Development Agreement"**), while retaining and reserving its rights to a portion of the said land (as elaborated hereinafter) and reserving around 21,982.85 (twenty one thousand nine hundred eighty two decimal eighty five) sq. ft. (built up area) of the Floor Space Index (FSI) emanating from the said land, the Owner has granted full and exclusive development rights to the Developer to develop the balance portion of said land, by using and utilizing the balance available FSI of the said land as also by loading Transferable Development Rights (TDR) thereon, at and for the consideration and on the other terms and conditions therein contained.



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