

17/06/2014

गावाचे नाव : 1) लोअर परेल



(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	118898096
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	143589393

(4) भू-भाषण, पोटहिम्मा व घरक्रमांक (अमल्याम)

1) पानिकेचे नाव: मुंबई मनपाडतर वर्णन : मदनिका नं: ऑफिस नं. आय.टी/आयटीईएम युनिट नं. ५०३, माळा नं: ५ वा मजला, इमारतीचे नाव: मॅरिथॉन फ्लुचरेकम, ए-बिंग, ब्लॉक नं: मफतलाल मिल कंपाउंड, रोड नं: एन.एम.जोशी मार्ग, लोअर परेल, मुंबई-६०००१३, उतर माहिती: युनिट-ऑफिस क्षेत्र ५८०८.५७ चौ.फूट कारपेट (C.T.S. Number : 166-PART :)

(5) क्षेत्रफळ

1) 5408.57 चौ.फूट

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/मिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.

1): नाव:- मॅरिथॉन रियल्टी प्रायव्हेट लिमिटेड यांच्यावतीने ग्रुप कंपनी सेक्रेटरी आणि अधिकृत व्यक्ती श्री के. एस. राघवन वय:-50; पत्ता:- प्लॉट नं: ७०२, माळा नं: ७ वा मजला, इमारतीचे नाव: मॅरिथॉन मॅक्स, ब्लॉक नं: मुलुंड गोरेगाव लिंक रोड, रोड नं: मुलुंड-पश्चिम, मुंबई-६०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-AAACM3361R

2): नाव:- परमिका प्रायव्हेट लिमिटेड यांच्यावतीने ग्रुप कंपनी सेक्रेटरी आणि अधिकृत व्यक्ती श्री के. एस. राघवन वय:-50; पत्ता:- प्लॉट नं: ७०२, माळा नं: ७ वा मजला, इमारतीचे नाव: मॅरिथॉन मॅक्स, ब्लॉक नं: मुलुंड गोरेगाव लिंक रोड, रोड नं: मुलुंड-पश्चिम, मुंबई-६०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-AAECP1306P

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता

1): नाव:- ग्लाम बॉल मिस्टम इंडिया प्रायव्हेट लिमिटेड यांच्यावतीने संचालक जवाहर एच. हेमराजानी वय:-50; पत्ता:- प्लॉट नं: ७१८/७१९, माळा नं: -, इमारतीचे नाव: कॉर्पोरेट सेंटर, ब्लॉक नं: निर्मल लार्डफ स्टार्टल, रोड नं: एल.बी.एस.मार्ग, मुलुंड-पश्चिम, मुंबई-६०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-AADCG9248G

2): नाव:- ग्लाम बॉल मिस्टम इंडिया प्रायव्हेट लिमिटेड यांच्यावतीने संचालक कमलेश ए. चौधरी वय:-40; पत्ता:- प्लॉट नं: ७१८/७१९, माळा नं: -, इमारतीचे नाव: कॉर्पोरेट सेंटर, ब्लॉक नं: निर्मल लार्डफ स्टार्टल, रोड नं: एल.बी.एस.मार्ग, मुलुंड-पश्चिम, मुंबई-६०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-AADCG9248G

(9) दस्तऐवज करून दिल्याचा दिनांक

12/06/2014

(10) दम्न नोंदणी केल्याचा दिनांक

13/06/2014

(11) अनुक्रमांक, खंड व पृष्ठ

4804/2014

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

7180000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)

खरी प्रत
नक्कल तपासली
नक्कल केली

श्री/श्रीमती विष्णू एस
यांना त्यांचे (ता. २६/०६/१४) च्या अर्जानुसार
क्र. ७५४ नक्कल दिली तारीख २६/०६/२०१४

वरिष्ठ लिपीक

सह दुय्यम निबंधक मुंबई शहर क्र. २

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.





Friday, June 13, 2014
10:40 AM

पावती

Original/Duplicate
नोंदणी क्र.: 39M
Regn.: 39M

पावती क्र.: 5614 दिनांक: 13/06/2014

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबइ2-4804-2014

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: ग्लास वॉल सिस्टम्स इंडिया प्रायव्हेट लिमिटेड यांच्यावतीने मंचालक
जवाहर एच. हेमराजानी

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1520.00

पृष्ठांची संख्या: 76

DELIVERED

एकूण: रु. 31520.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 10:59 AM ह्या वेळेस मिळेल.
सह दुय्यम निबंधक, मुंबई-२

बाजार मूल्य: रु. 143589393/-

मोबदला: रु. 118898096/-

भरलेले मुद्रांक शुल्क: रु. 7180000/-

सह दुय्यम निबंधक
मुंबई शहर क्र. २

1) देयकाचा प्रकार: By Cash रक्कम: रु 1520/-

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001154921201415S दिनांक: 13/06/2014

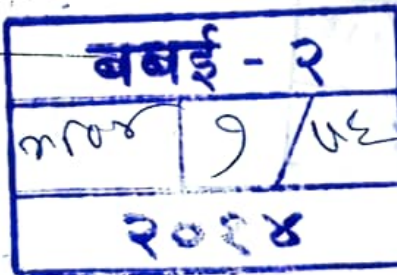
बँकेचे नाव व पत्ता: IDBI

DELIVERED

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन - २०१४

1. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक २५ / डी
2. सादरकर्त्याचे नांव:- बोयास वॉल लिमिटेड (इंडिया) प्रा. लि.
3. तालुका:- मुंबई / अंधेरी / बोरीवली / कुर्ना / उल्हासनगर-२
4. गावाचे नांव:- लोअर परेल्
5. नगरभुमापन क्रमांक / सर्व्हे क्र. / अंतिम भुखंड क्रमांक:- १६६ - पांहे
6. मूल्य दरविभाग (झोन):- १२/९१ उपविभाग:- _____
7. मिळकतीचा प्रकार:- खुली जमीन / निवासी / कार्यालय / दुकाने / औद्योगिक / प्रति चौ. मी. दर:- 22६००/-
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ:- ५४०५.५० कारपेट/बिल्ड अप चौ. मीटर / फूट ५०२.४६ चौ. मी.
9. कारपार्किंग:- _____ गच्ची:- _____ पोटगाळा:- _____
10. मजला क्रमांक:- ५ वा मजला उदवाहन सुविधा आहे/नोही
11. बांधकाम वर्ष:- २०१० घसारा:- _____
12. बांधकामाचा प्रकार:- आरआरसी / इस्त-पक्के / अर्धे-पक्के / कच्चे
13. याजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- _____ ज्यान्वये दिलेली घट / वाढ
14. भाडेकरू व्याप्त मिळकत असल्यास :- 1. त्याच्या ताव्यातील क्षेत्र (जुने क्षेत्र):-
2. नवीन इमारतीत दिलेले क्षेत्र:-
3. भाड्याची रक्कम:-
15. लिट्ट अँड लायसन्सचा दस्त:- 1. प्रतिमाह भाडे रक्कम:-
निवासी/अनिवासी 2. अनामत रक्कम/आगावू भाडे:-
3. कालावधी:-
16. निर्धारित केलेले बाजारमूल्य:- १४,३५,८९,३९३/-
17. दस्तामध्ये दर्शविलेला मोबदला:- ११,८८,९६,०९६/-
18. देय मुद्रांक शुल्क:- ७१,७६,५००/- भरलेले मुद्रांक शुल्क:- ७१,८०,०००/-
19. देय नोंदणी फी:- ३०,०००/-



लिपीक

राह दुय्यम निबंधक

$226800 \times 502.46 \times 1.2 \times 105 = 143589393/-$

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Branch: IBKL - 6910331/MULUND
Txn id : 43216909
DtTime : 11-Jun-2014@11:32:01
AllanIdNo: 69103332014061150309
District : 7101-MUMBAI

13019005741880

Stationery No: 13019005741880
Print DtTime : 11-Jun-2014@11:34:26
GRAS GRN : MH001154921201415S
Office Name : IGR183-BOM2_JT SUB REGI

Duty Schm: 0030045501-75/STAMP DUTY
Duty Amt : R 71,80,000/- (Rs Seven One, Eight Zero, Zero Zero Zero only)

Fee Schm: 0030063301-70/Registration Fees
Fee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : A25-Conveyance/Sale/Transfer/Assignment Deed
Property Mvblty: Immovable Consideration: R 11,88,98,096/-
Property Descr : 503 5th Floor,Wing A,Marathon Futurex,N M Joshi Marg,Lower Parel,Mu
mbai,,Maharashtra,400013

Payer: PAN-AABCG9248G,Glass Wall Systems India Pvt Ltd
Other Party: PAN-AAACM3361R,Marathon Realty Pvt Ltd and Parmeka Pvt Ltd

Bank official1 Name & Signature

M Methar
मानसी मेथर
MANSI METHAR
सहायक प्रबंधक/ Asst. Manager
EIN-117900

Swarupa
स्वरूपा मयेकर
SWARUPA MAYEKAR
प्रबंधक / Manager
EIN -28037



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---



Handwritten signature



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२०१४	३/०६
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Hot Payment Successful. Your Payment Confirmation Number is 43216909

This Proof-Of-Payment is for obtaining E-SBTR from the selected branch.

Receipt of Online receipt to get e-SBTR

GRN Number	MH001154921201415S
GRN Received Date	11-06-2014 11:32:01
Bank CIN	69103332014061150309
CIN Date	11-06-2014
Payment Reference Number	43216909
Stamp Duty Amount- 0030045501-75	7180000.00
Registration Fees Amount- 0030063301-70	30000.00
Total	Rs.7210000.00/-
Amount in Words	Seventy Two Lakhs Ten Thousand Only
District	7101-MUMBAI
Office Name	IGR183-BOM2_JT SUB REGISTRA MUMBAI CITY 2
Branch Name	MULUND (173)
Financial Year	2014-2015
Duty Payer Party Name	Glass Wall Systems India Pvt Ltd
Duty Payer ID	PAN-AABCG9248G
Article Code	A25-Conveyance/Sale/Transfer/Assignment Deed
Consideration Amount	118898096
Movability	Immovable
Property Area	5409.00 Sq.Feet
Other Payer Party Name	Marathon Realty Pvt Ltd and Parmeka Pvt Ltd
Other Payer Party ID	PAN-AAACM3361R



बबई - २

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AGREEMENT FOR PREMISES

THIS AGREEMENT ("Agreement") is made at Mumbai on 12th this day of JUNE, 2014

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BETWEEN

MARATHON REALTY PRIVATE LIMITED (earlier Marathon Realty Limited), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 702, Marathon Max, Junction of Mulund- Goregaon Link Road, Mulund West, Mumbai – 400 080, 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 successors and assigns) of the **FIRST PART**;

AND

PARMEKA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 702, Marathon Max, Junction of Mulund- Goregaon Link Road, Mulund West, Mumbai – 400 080, hereinafter referred to as "Parmeka" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **SECOND PART**;

AND

Glass Wall Systems (India) Pvt. Ltd a company incorporated under the provisions of the Companies Act, 1956 having their registered office " at 718/719, Corporate Centre, Nirmal Life Style, L.B.S Marg, Mulund (W), Mumbai – 400 080" hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **THIRD PART**.

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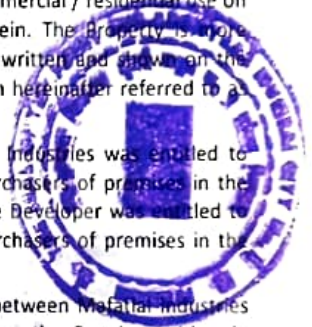
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WHEREAS :-

- a. One Mafatal Industries Limited ("**Mafatal Industries**") is the owner of land admeasuring 24,672 sq.yards i.e. 20,628.26 sq. metres or thereabouts bearing Cadastral Survey No. 166 (part) of Lower Parel Division situate at Delisle Road, hereinafter referred to as the "**Freehold Land**" and more particularly described in the **First Schedule** hereunder written;
- b. Mafatal Industries is entitled to leasehold rights in respect of land admeasuring 7,321.74 sq. metres or thereabouts bearing Cadastral Survey No. 166 (part) of Lower Parel Division situate at Delisle Road, hereinafter referred to as the "**Leasehold Land**" and more particularly described in the **First Schedule** hereunder written;
The Freehold Land and the Leasehold Land are hereinafter collectively referred to as the "**Larger Property**" and is shown on the Plan annexed hereto as **Annexure "1"** by Red colour boundary line.
- c. By and under a Development Agreement dated September 22, 2004 and registered as document no. 7533 of 2004 at the office of the Sub – Registrar of Assurances executed between Mafatal Industries of the one part (therein referred to as "the Owners") and the Developer of the other part (therein referred to as "the Developer")(the "**2004 Development Agreement**"), Mafatal Industries has granted to the Developer, the right to redevelop a portion of the Larger Property admeasuring 13,170.25 sq.mtrs or thereabouts (forming part of the Freehold Land), hereinafter referred to as the "**Property**" (by utilizing 2,38,000 sq. feet of gross built up area which may extend upto 2,80,000 sq. feet or more of gross built up area or any further built up area/FSI that may be available and / or sanctioned under the D.C.Regulations, 1991), to the end and intent that the Developer shall construct building/s for commercial / residential use on the Property, on the terms and conditions set out therein. The Property is more particularly described in the **Second Schedule** hereunder written and shown on the plan annexed hereto as **Annexure "1"** hereto in Blue wash hereinafter referred to as the "**Property**".
- d. In terms of the 2004 Development Agreement, Mafatal Industries was entitled to 56.5% of the gross sale proceeds receivable from the purchasers of premises in the new building/s to be constructed on the Property and the Developer was entitled to the remaining 43.5% of the gross sale proceeds from purchasers of premises in the new building/s to be constructed on the Property.
- e. By and under an MOU dated January 3, 2007 executed between Mafatal Industries (therein referred to as "the Assignors") of the first part, the Developer (therein referred to as "the Developers") of the second part and Parmeka of the third part (the "**2007 MOU**"), Mafatal Industries agreed to sell and transfer its entitlement of 56.5% in the gross sale proceeds receivable from the purchasers of premises in the new building/s to be constructed on the Property to Parmeka, on the terms and conditions contained therein.
- f. By and under a Deed of Lease dated February 15, 2007 executed by Mafatal Industries (therein referred to as "the Lessors") of the first part, the Developer (therein referred to as "the Developers") of the second part and the Developer and Parmeka (therein referred to as "the Lessees") of the third part (the "**2007 Indenture of Lease**") and registered with the office of the Sub-Registrar of Assurances as document no.1467 of 2007, Mafatal Industries demised unto the Developer and Parmeka the Property, for a term of 999 years commencing on February 1, 2007, for the rent and on the terms and conditions contained therein;
- g. In terms of the 2007 Indenture of Lease, the Developer and Parmeka are entitled to assign, mortgage, sub – let or otherwise part with possession of the Property;
- h. Pursuant to the above, the Developer is developing the Property.
- i. The Developer is developing the Property by constructing thereon a commercial building for business purpose for private information technology park. Phase II and Phase III will be a mixed user such as Residential, Commercial, Service Apartment and Hotel as permitted / may be permitted as per the D.C. Regulations to be known as "Marathon Futurex" presently contemplated to comprise of 3 wings i.e Wing A, B and C, with 2 levels of basements i.e. upper basement and, lower basement, ground floor (upper and lower) and 38 or more upper floors (the "**Building**"). Certain portions of the Building are proposed to be utilised for public parking in accordance with the



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provisions of DCR 33 (24), in terms of which additional Floor Space Index is provided in lieu of constructing multistoried parking lots for public car parking and handing over the same to Municipal Corporation of Greater Mumbai (MCGM).

- j. The Developer has appointed M/s. Matrix Architects, Engineers, Surveyors & Consultants as architects and M/s. Sterling Engineering Consultancy Services Pvt. Ltd. as RCC consultants for the preparation of the structural designs and drawings of the Building and the Developer accepts the professional supervision of the architect and the structural engineers till the completion of the Building;
- k. By and under a Power of Attorney dated May 31, 2007 executed by Mafatal Industries in favor of Mr. Chetan Shah and Mr. Mayur Shah as directors of the Developer and Parmeka (the "Attorneys") (the "2007 POA"), Mafatal Industries has inter alia authorised the Attorneys to do certain acts, deeds and things pertaining to development of the Property as more particularly set out therein including execution and registration of sale agreements, leave and license agreements or any other deeds, documents and writings in respect of premises in the Building;
- l. Pursuant to an application made by the Developer, the Government of Maharashtra (Directorate of Industries) vide letter bearing no. DI/ Pvt IT /LOI/Marathon Futurex/ 2007/B-28854 dated October 19, 2007 sanctioned the letter of intent for private sector information technology park "Marathon Futurex" (the "Letter of Intent") A copy of the Letter of Intent is annexed hereto and marked Annexure "2";
- m. The Developer has got the plans, specifications, elevations, sections and other details of the Building duly approved and sanctioned from the MCGM and has obtained IOI bearing No.E.B./CE/EEBPC/9927/GS/ A/BS/A dated February 1, 2010 for the construction of the Building.
- n. The Developer has also informed the Purchaser and the Purchaser is aware that:-
 - (i) presently plans have been sanctioned for 2 levels of basements i.e. upper basement and lower basement, ground floor (upper and lower) and 13 upper floors



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- (ii) the Developer is proposing to construct 25 or more upper floors above the 13th floor of the Building;
- (iii) the Developer proposes as under:-
 - a. the upper basement, lower basement, lower ground floor, upper ground floor, the first floor, the second floor and portions of the 3rd floor to the 7th floor of the Building shall be used for car parking (the "Car Parking Area");
 - b. Certain portions from and out of the Car Parking Area shall be used for public parking as contemplated in terms of recital (i) above;
 - c. The 8th floor of the Building shall be used for RG area, and common areas;
 - d. Certain portions of the 3rd to the 7th floor of the Building (not reserved for car parking) shall be used for business purposes in accordance with IT/ITES policy of 2003 as amended from time to time as contemplated herein;
 - e. The 9th floor to the 38th floor and above of the Building shall be used for business purposes in accordance with the IT / ITES policy of 2003. Phase II and Phase III will be a mixed user such as Residential, Commercial, Service Apartment and Hotel as permitted/may be permitted by the D.C. Regulations as amended from time to time as contemplated herein.

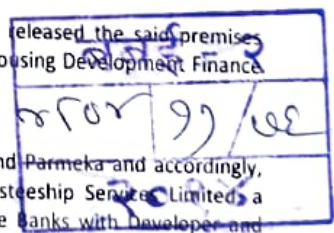
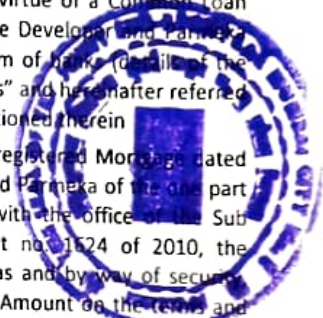
- o. The Purchaser is aware that proposed plans as contemplated in terms of recital (n)(iii) herein are subject to the necessary sanction and approval by the concerned authorities.
- p. The Building is proposed to be developed in phases as under:-
 - (i) Upper and lower basement of the Building, ground floor (upper and lower) plus 13 upper floors in Wings A, B and C ("Phase - I");
 - (ii) Fourteenth floor till the twenty sixth floor in Wing A ("Phase - II"); Phase II and Phase III will be a mixed user such as Residential, Commercial, Service Apartment and Hotel and

- (iii) Twenty sev III")
- q. The Purchaser is av use for public park the MCGM and th
- r. The Developer ha has entered into made by the Pur modifying the pl is no change in to the Purchase
- s. While sanction restrictions wh developing the Occupation an MCGM. The t terms and co ensure that n
- t. The Develop Rs.400,00,00 "Loan Amo Agreement (therein ref same as set to as the "E
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(iii) Twenty seventh floor till the thirty eighth and above floor in Wing A ("Phase - III")

- q. The Purchaser is aware that the portions of the Building that the Developer intends to use for public parking as per the details set out above will require to be handed over to the MCGM and the Purchaser has no objection or dispute regards the same.
- r. The Developer has commenced construction of Phase I of the Building; The Developer has entered into this Agreement with the Purchaser on an express representation made by the Purchaser that the Purchaser shall have no objection to the Developer modifying the plans and designs in respect of the Building provided however that there is no change in the location and area or dimensions of the premises agreed to be sold to the Purchaser.
- s. While sanctioning the plans, the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Developer while developing the Property and upon due observance and performance of which only the Occupation and Completion Certificate/s in respect of the Building shall be granted by MCGM. The Developer has represented that it shall observe and perform all such terms and conditions and restrictions and shall not commit any breach thereof to ensure that no loss, damage or prejudice is caused to the Purchaser's interest.
- t. The Developer and Parmeka have obtained sanction for loans aggregating to Rs.400,00,00,000/- (Rupees four hundred crores only) (hereinafter referred to as the "Loan Amount") for the development of the Building, by virtue of a Common Loan Agreement dated March 4, 2010 entered into between the Developer and Parmeka (therein referred to as the "Borrowers" and the consortium of Banks (Detail of the same as set out therein) (therein referred to as the "Lenders" and hereinafter referred to as the "Banks"), subject to the terms and conditions mentioned therein.
- u. (i) In connection with the Loan Amount, by virtue of registered Mortgage dated March 4, 2010 executed between the Developer and Parmeka of the one part and the Banks of the other part and registered with the office of the Sub Registrar of Assurances at Mumbai as document no. 1624 of 2010, the Developer and Parmeka mortgaged the Property as and by way of security inter alia, for securing the repayment of the Loan Amount of the (Lenders) and conditions mentioned therein. By virtue of the Security Trustee Appointment Agreement dated March 4, 2010, 3i Infotech Trusteeship Services Ltd., has been appointed as an agent on behalf of the Banks on the terms and conditions mentioned therein. The said mortgagees consisting of the consortium of Banks have and also the member banks have by a writing dated September 29, 2010 issued by the Trustee, 3i Infotech Trusteeship Services Ltd. as instructed by lead bank i.e. State Bank of Hyderabad (as authorized by the other member banks).
- (ii) a. State Bank of Hyderabad as lead bank to the consortium has released the said premises vide NOC letter dated August 31, 2012 to IL & FS Trust Company Limited; and
- b. 3i Infotech Trusteeship Services Ltd. has released the said premises vide NOC letter dated June 13, 2012 to Housing Development Finance Corporation Limited.
- v. The aforesaid loan had been repaid by the Developer and Parmeka and accordingly, Deed of Re-Conveyance was executed between 3i Trusteeship Services Limited, a security Trustee appointed as an agent on behalf of the Banks with Developer and Parmeka on 09th April, 2013 and the same was registered with the Sub-Registrar of Assurances of Mumbai City-2 bearing Serial No.BBE-2/2110/2013.
- w. The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents relating to the Property, the approved plans, specifications prepared by the Developer's architects and such other documents which are specified under the Maharashtra Apartment Ownership Act, 1970, (the "Act") and the rules made thereunder. The Purchaser has satisfied itself of the title of the Developer to the property.
- x. The copy of the Title Certificate issued by Mahimtura and Co., Advocates and Solicitors dated May 24, 2010, copy of the P. R. Card, copy of the Commencement Certificate



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and copy of the plan in respect of the premises agreed to be purchased by the Purchaser have been annexed hereto and marked as Annexures "4A", "4B", "4C" and "4D" respectively;

- y. The Purchaser applied to the Developer for allotment to the Purchaser of IT/ITC No. 503 on the 5th floor in Wing A of the Building on the Property (the "Premises")
- z. The Developer has agreed to sell and allot to the Purchaser the Premises on the basis and the Purchaser has on the representation made by the Developer recorded in this agreement agreed to purchase the same for the total consideration of Rs. 11,88,98,096/- (Rupees Eleven Crore Eighty Eight Lakhs and Ninety Eight Thousand and Ninety Six only) and on the terms and conditions as hereinafter appearing;
- aa. Under Section 4 of the Act, the Developer is required to execute a written agreement for sale of the Premises in favour of the Purchaser, being in fact these present; also to get the same registered under the Registration Act, 1908;

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

1. PLANS

1.1. The Developer is constructing a commercial building for a private information technology park to be known as "Marathon Futurex" presently contemplated to comprise of 3 wings i.e. Wing A, B and C and having 2 levels of basements i.e. upper basement and , lower basement, ground floor (upper and lower) and one or more upper floors in phases (i.e. upper and lower basement of the Building, ground floor (upper and lower) plus 13 upper floors in Wings A, B and C ("Phase - I"); fourteenth floor till the twenty sixth floor in Wing A ("Phase II"); ("Phase-III") and twenty seventh floor till the thirty eighth floor and above floor in Wing A on the Property. The Phase II and Phase III will be a mixed use building such as Residential, Commercial, Service Apartment and Hotel; in accordance with the plans, designs, specifications to be approved by the MCGM and other sanctions and permissions granted by the MCGM and other concerned authorities or persons, with such variations and modifications as the Developer may consider necessary or may be required by MCGM and other concerned authorities or persons.

Provided that the Developer shall obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the area of the Premises of the Purchaser.

1.2. Presently, plans have been sanctioned for 2 levels of basements i.e. upper basement, lower basement, ground floor (upper and lower) and 13 upper floors.

1.3. The Developer proposes to modify the sanctioned plans to *inter alia* provide for the following:-

1.3.1. Construction of 25 or more upper floors above the 13th floor of the Building;

1.3.2. the upper basement, lower basement, lower ground floor, upper ground floor, the first floor, the second floor and portions of the 3rd floor to the 7th floor of the Building shall be used for car parking (the "Car Parking Area");

1.3.3. Certain portions from and out of the Car Parking Area shall be used for public parking as contemplated in terms of recital (i) above;

1.3.4. The 8th floor of the Building shall be used for RG area and common areas;

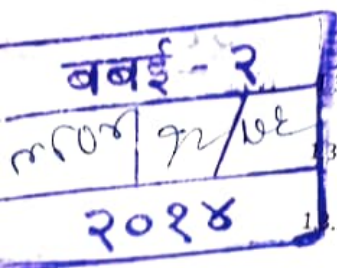
1.3.5. Certain portions of the 3rd to the 7th floor (not reserved for car parking) shall be used for business purposes as contemplated herein;

1.3.6. The 9th floor to the 38th and above floor of the Building shall be used for business purposes and/or mixed user as permitted/may be permitted as per the D.C. Regulations as contemplated herein.

1.4. It is contemplated that:-

1.4.1. the 3 wings of the Building i.e. Wing A, Wing B and Wing C shall be separate and distinct from each other.

1.4.2. Each wing of the Building will have a separate lobby, entrance and exit



which entrance and exit shall be restricted for the use of purchasers of premises and the visitors, guests, etc of the purchasers of premises of that particular wing;

1.4.3. There is no common passage between the three wings of the Building. Notwithstanding what is set out above, the Developer may at its discretion permit interconnection between different wings on the same floor of the Building.

1.5. The Developer has informed the Purchaser that the areas in the Building to be utilised for public parking in accordance with clause 1.3 above shall have a separate entrance and exit ;

1.6. The Purchaser doth hereby give his express consent to the proposed plans and to such modification as may be required to be made to the proposed plans and amended plans 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 of them provided however that such modifications and/or amendments do not change the location, area or dimensions of the premises agreed to be sold to the Purchaser and the same does not cause any prejudice to the Purchaser in respect of the premises agreed to be sold.

2. **AGREEMENT AND PAYMENT**

2.1. The Purchaser agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser IT/ITES Unit No.503 of carpet area admeasuring 5408.57 square feet on the 5th floor in the A wing of the Building (hereinafter referred to as the "Premises") more particularly described in the **Third Schedule** hereunder written and shown in the floor plan hereto annexed and marked **Annexure "5"** for the price of Rs.11,88,98,096/- (Rupees Eleven Crore Eighty Eight Lakhs and Ninety Eight Thousand Ninety Six only) (the "Consideration") including the proportionate price of the common areas and facilities appurtenant thereto. The nature, extent and description of common areas and facilities are more particularly described in the **Fourth Schedule** hereunder written.

2.2. Prior to registration of this document, the Purchaser has paid an amount of Rs. 1,00,00,000/- (Rupees One Crore Only) vide cheque details as provided inter alia in the Receipt annexed hereto. The Consideration amount mentioned herein was agreed between the Purchaser and the Developer on receipt of this payment. The agreed consideration is higher than the market value for stamp duty payable on the date of the payment decided between the Parties. The stamp duty paid on this instrument may be different than the consideration for reason of it being executed at a later date than the initial agreement/payment as above.

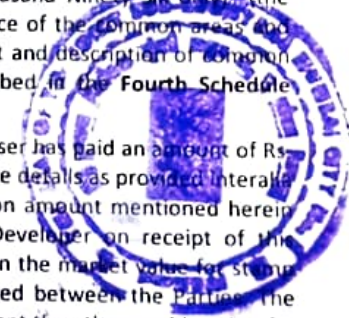
2.3. The Purchaser has paid to the Developer the Consideration in the following manner :

Rs.11,88,98,096/-	being the total Consideration on or before the execution of this Agreement of the said premises the receipt whereof is acknowledged by the Developer);
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U/s 194 - IA of the income tax act, 1961 the purchaser to deduct 1% TDS on the consideration of the unit and issue the Developer form 16B on such deductions.

2.4. The Purchaser agrees that if a certificate (the "Architect's Certificate") is issued by Matrix Architects, Engineers, Surveyors & Consultants, being the Developer's architect or any such architect that may be appointed by the Developer certifying that a certain stage of the construction of the Building is reached, the Purchaser shall accept that certificate as reflecting the correct position and any demand made by the Developer, in pursuance of that certificate shall be binding and enforceable on the Purchaser. The Purchaser confirms that he shall accept the validity and authenticity of the Architect's Certificate and shall not question the same.

2.5. Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer interest at the rate



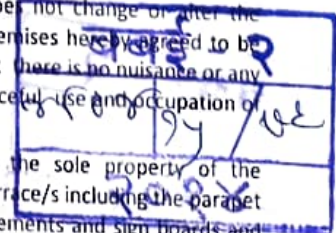
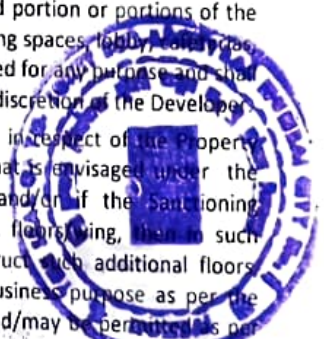
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- 5.1. The Developer has informed the Purchaser and the Purchaser is aware that the Property forms a part of the Larger Property;
- 5.2. The layout plan of the Larger Property is annexed hereto as **Annexure "1"**;
- 5.3. The access to the said Property is shown on the Plan annexed hereto as **Annexure "1"** in brown colour shade.

6. **RIGHTS OF THE DEVELOPER**

- 6.1. It is expressly agreed that the rights of the Purchaser under this Agreement are only restricted to the Premises agreed to be sold by the Developer to the Purchaser together with the proportionate right in the common areas and all other premises shall be the sole property of the Developer and the Developer shall be entitled to sell and dispose off the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 6.2. The Developer shall subject to the terms and conditions of this Agreement be at liberty and be entitled to amend the lay-out plan of the Property, the building plans, other approvals for, including but not limited to amalgamation of the Property / the Larger Property with any adjoining plots of land and the Purchaser and/or the condominium / association of apartment owners (as contemplated in terms of clause 9 below) shall not have any objection to the aforesaid and the Purchaser does hereby grant his irrevocable consent to the Developer to carry out the necessary acts, deeds, matters and things.
- 6.3. The Purchaser hereby grants his irrevocable authority, permission and consent to the Developer that save and except the Premises and the proportionate right of the Purchaser in the common areas the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell / allot or otherwise dispose off all the other premises and portion or portions of the Building including the open spaces, terrace/s, parking spaces, lobby, open area, food courts, etc and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Developer.
- 6.4. If the FSI, by whatever name or form is increased in respect of the Property and/or additional construction (i.e. more than what is envisaged under the proposed plans) is possible on the Property and/or if the sanctioning Authorities permit the construction of additional floors/wing, then in such event, the Developer shall be entitled to construct such additional floors/wing/s as per the revised building/s plans for business purpose as per the IT/ITES Policy 2003 and/or mixed user as permitted/may be permitted as per the D.C.Regulations. Such additional structures/ floors shall be the property of the Developer and the Developer will be entitled to dispose off the same in any manner they deem fit without affecting the Premises. The Purchaser expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser's consent contemplated by Section 7 (1) (i) (ii) of the Act.
- 6.5. The Purchaser agrees and undertake/s to permit and give the Developer all facilities for making any additions, alterations, or to put up any additional structures or floors on the Building to be constructed on the Property till Deed/s of Apartment are executed in favour of the purchasers of premises in the Building provided however that the same does not change or alter the location and/or dimensions or the area of the premises hereby agreed to be sold. The Developer shall endeavour to ensure that there is no nuisance or any other form of annoyance or restriction in the peaceful use and occupation of the Premises
- 6.6. Such additions, structures and storeys will be the sole property of the Developer alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Premises to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the Property or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising



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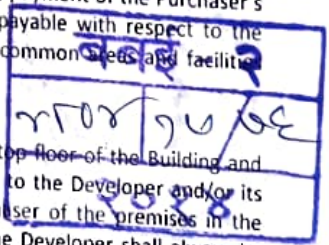
- permitted under the relevant statutory rules and regulations.
- 6.15. In the event of the Developer being required to pay any amount by way of premium, betterment charges, development charges, transfer charges etc. payable to any Sanctioning Authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser to the Developer in proportion to the carpet area wherever applicable of the Premises or otherwise as may be determined by the Developer. Non payment of the same shall constitute a breach of this Agreement.
 - 6.16. The Developer shall have the right to designate and allot any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the members and occupants of the Building.
 - 6.17. The Developer shall also be entitled to designate/allot/lease any space in the Property to the Maharashtra State Electricity Distribution Company Ltd, (MSEDCL) or the Bombay Electric Supply and Transport Undertaking (BEST) or The Tata Power Company Limited (TATA) for the purpose of installing a power sub-station with a view to service the electricity requirement in the Property. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Purchaser shall have no objections regarding the same. It is clarified that the service providers will be entitled to operate from and out of such designated spaces even after the Property is transferred to the association of apartment owners.

PROJECT MANAGEMENT AGENCY

- 7.1. Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate or appoint any person ("Project Management Agency") to manage the operation and maintenance of the Building and the common areas and facilities of the Building.
- 7.2. The Developer shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of the common areas and facilities in the Property and the Building and the infrastructure within them.
- 7.3. The Developer may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure and common amenities and facilities of the Property;
- 7.4. In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the Building, the common areas and facilities within the Property.

TERRACES

The Purchaser is fully aware that the terrace above the top floor of the Building and any other terrace shall exclusively and absolutely belong to the Developer and/or its nominees or assigns and over which none of the purchaser of the premises in the buildings shall have any right, title, interest or share. The Developer shall always be entitled to in its own right and absolute discretion to use, occupy, possess, enjoy or otherwise deal with the said terraces as it deem fit and proper. The Developer shall also have the right to erect and install on the terrace or any designated space elsewhere in the Property, cellular telecommunication relay stations and other communication relaying stations, antennae, boosters and other equipments for facilitating relay of cellular communication, satellite communications and other communications and relays of any and all means and devices and to commercially exploit the same either by itself or through persons to whom the Developer may give the rights for their own benefit. The aforesaid terrace shall always be deemed to be excluded from the common areas and facilities and this restriction shall be specifically incorporated in the deed/s of apartment to be executed in favour of the purchasers of premises in the Building.



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9. CONDOMINIUM / ASSOCIATION OF APARTMENT OWNERS

- 9.1. It is also clearly understood and agreed by and between the parties hereto that:
- 9.1.1. A co-operative society is not intended to be formed or registered in respect of the Property and the Building are not intended to be transferred to any co-operative society;
- 9.1.2. The provisions of the Maharashtra Co-operative Societies Act, 1960 shall not be intended to apply and shall not apply to the Property and the Building and/or to this Agreement; and
- 9.1.3. A condominium ("Condominium") is intended to be created in respect of the Property contemplated by the said Act and a declaration will be made by the Developer and Parmeka under Sec.2 of the MAO Act.
- 9.2. The Developer and Parmeka shall submit the leasehold interest in the Property and the Building to the provisions of the MAO Act and cause to be executed the declaration under section 2 of the MAO Act and the declaration shall be in consonance with the terms and provision of this Agreement;
- 9.3. The Condominium shall be formed only after the entire FSI available on the Property is utilized, the Building is completed and full Occupation Certificate is duly granted by the MCGM/ competent authority after the completion of the entire project in the said property.
- 9.4. The Developer shall, within six months of the formation and registration of the Condominium and only after utilization of the entire FSI available in respect of the Property, completion of construction of the Building and receipt of the Occupation Certificate of the Building execute Deeds of Apartment in favour of all the purchasers of premises in the Building.
- 9.5. The Purchaser shall join as a member of the Condominium and abide by the rules, regulations and bye-laws of the Condominium and pay to the Condominium such amounts as may be payable by it. The Purchaser shall occupy the Premises subject to the rules and regulations and bye-laws of the Condominium. The Purchaser shall sign all necessary application, memorandum, letters, documents and other papers and writings for the purpose of becoming a member of the Condominium.

10. COMMON AREAS AND RESTRICTED AREAS

- 10.1. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the Fourth Schedule hereunder written. It is hereby agreed that the Developer has the exclusive right of allotment of different areas, parking slots, garden area, basement, terraces, open spaces or otherwise and other spaces within the Property to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the **Fourth Schedule** written hereunder under the heading Common Areas and Facilities only shall be common facilities;
- 10.2. The terrace space in front of or adjacent to the premises on each floor, shall belong exclusively to the purchaser of the premises of that floor and such terrace spaces are intended for the exclusive use of such purchaser and shall be restricted common areas for the exclusive use of the purchaser of the premises adjacent to such terrace and no other purchaser/s of premises in the Building shall have any right to such terrace.
- 10.3. The Developer shall also be entitled to declare all other areas as restricted reserved areas and facilities including those mentioned in the **Fourth Schedule** hereunder written and alienate and dispose off the same in such manner as the Developer thinks fit and proper;
- 10.4. The Developer has informed the Purchaser that a club house is proposed to be constructed on the 8th floor of the Building and the same will be equipped with various amenities and facilities for the use of all members of the Condominium in accordance with the rules and regulations of the club house. The purchaser of the premises in the Buildings shall be inducted/admitted as members of the club at the option of the Purchaser upon payment to the Developer such amount as and by way of a one-time non-refundable subscription fee and not



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as a deposit, on behalf. The Purchaser understands as communicated shall be entitled to the club and facility and a bye-laws, rule same.

11. USE OF THE PREMISES
It is expressly agreed that the Premises shall be utilized for business purposes and shall not be used for any other purpose of Intent and/or in violation of any D.C.Regulations.

12. POSSESSION

12.1. The possession of the Premises shall be handed over to the Purchaser upon completion of the realization of the project and payment of the purchase price and registration of the Premises.

12.2. If the Developer delays the handing over of the Premises to the Purchaser, the Developer shall be liable to pay to the Purchaser the amount of the purchase price at the rate of 1% per month with simple interest from the date of completion of the Building until the date of handing over of the Premises to the Purchaser.

12.3. The Developer shall be liable to pay to the Purchaser the amount of the purchase price at the rate of 1% per month with simple interest from the date of completion of the Building until the date of handing over of the Premises to the Purchaser.

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as a deposit, as shall be decided and demanded by the Developer in this behalf. This payment is of a personal nature and not transferable. The Purchaser undertakes to pay the same within the time-limit and in the manner as communicated by the Developer to the Purchaser. The Developer alone shall be entitled to make bye-laws, rules or regulations for the management of the club and may prescribe a user fee for the use of any specific amenity, facility and annual subscription fees etc. The Purchaser shall be bound by the bye-laws, rules or regulations of the club and undertakes not to object to the same.

11. USE OF THE PREMISES

It is expressly agreed between the Developer and the Purchaser that the Premises shall be utilized for business purposes in accordance with the IT / ITES Policy and the Letter of Intent and/or the mixed user as permitted/may be permitted as per the D.C.Regulations

12. POSSESSION

12.1. The possession of the Premises shall be delivered to the Purchaser on realization of the total consideration amount and after all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser.

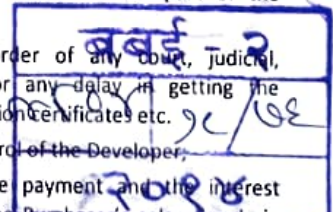
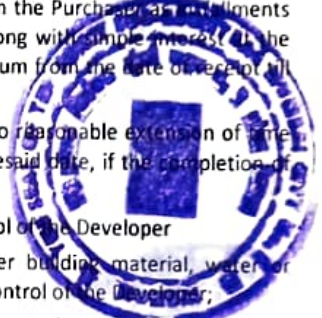
12.2. If the Developer fails or neglects to give possession of the Premises to the Purchaser on the above referred date (subject to force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Developer terminating this agreement, in which event the Developer shall within three weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Developer from the Purchaser as installments in part payment in respect of the Premises along with simple interest at the rate provided in the Act which is of 5% per annum from the date of receipt till repayment.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the Building is delayed on account of:

- 12.2.1. force majeure events beyond the control of the Developer
- 12.2.2. non-availability of steel, cement, other building material, water or electric supply for causes beyond the control of the Developer;
- 12.2.3. war, civil commotion, strike, lockouts or act of God;
- 12.2.4. any notice, order, rule, notification of the Government or other public, judicial or competent authority which has the effect of temporary suspension of work of construction; however the same shall not have arisen out of any acts of commission or omission of the Developer
- 12.2.5. delay in any approvals; provided however such delay has not arisen out of any acts of omission or commission on the part of the Developer;
- 12.2.6. any restrain/ injunction/prohibition order of any court, judicial, quasijudicial/statutory authority and/or any delay in getting the approvals, permissions, licenses occupation certificates etc.
- 12.2.7. other reasonable cause beyond the control of the Developer;

12.3. The Purchaser agrees that the return of the payment and the interest mentioned in Clause 12.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all of his rights to claim against the Developer for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

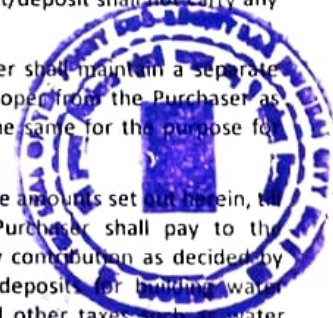
12.4. The Purchaser shall take possession of the Premises as and when the same is offered/handed over by the Developer to the Purchaser in terms of clause 12.1 hereinaabove failing which, the possession shall be taken by the Purchaser within 7 days of the Developer giving written notice to Purchaser intimating that the Premises are ready for use and occupation.



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		Entrance fee of the Condominium.
13.3.4.	Rs.2,00,000/-	Non-refundable estimated charges towards installation of water meter, electric meter
13.3.5.	Rs. 10,98,372/-	being 6 months deposit towards proportionate share of maintenance and property taxes
	Rs. 13,39,372/-	Total(Rupees Thirteen Lakhs Thirty Nine Thousand Three Hundred Seventy Two Only)

- 13.4. The Purchaser shall also pay to the Developer such amounts for installation of the electricity meter/s and supply of electricity as may be raised by the Developer by bills in this regard.
- 13.5. The Developer shall utilize the amounts referred to in Clause 13.3.1 to 13.3.4 for meeting all legal costs, charges including the professional cost of their Advocates for preparing and grossing this Agreement.
- 13.6. It is agreed in respect of amounts mentioned in Clause 13.3.1 to 13.3.4 above, the Developer is not liable to render accounts. The Developer shall hand over the deposits or balance thereof out of amounts mentioned in 13.3.5 to the Condominium as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.
- 13.7. Subject to what is stated in 13.3.5, the Developer shall maintain a separate account in respect of sum received by the Developer from the Purchaser as advance or deposit, outgoings and shall utilise the same for the purpose for which they have been received
- 13.8. The Purchaser further agrees that in addition to the amounts set out herein, the Purchaser's share is so determined the Purchaser shall pay to the Developer the provisional proportionate monthly contribution as decided by the Developer per month on actuals towards deposits for building water meter, electric meter, sewer line, municipal and other taxes such as water charges bills, electrical charges bills, cesses, land and revenue, NA tax etc, which shall be duly supported by a statement of accounts. The Purchaser may raise queries or seek clarifications in relation to the said statement of accounts within 7 days from the receipt thereof, failing which the statement of accounts will be deemed to have been accepted by the Purchaser and the Purchaser shall thereafter not be entitled to raise any queries in relation to the same.
- 13.9. The Purchaser undertakes to pay such proportionate provisional monthly contribution and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
- 13.10. The amount so paid by the Purchaser to the Developer shall not carry any interest and after paying the charges as above the remaining amount if any shall remain with the Developer till the Deed/s of Apartment are executed in favour of purchasers of premises in the Building, subject however to the provisions of section 6 of the Act. On such Deed/s of Apartment being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developer to the Condominium.
14. **COVENANTS OF THE PURCHASER**
- 14.1. The Purchaser further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Developer indemnified against the said payment and observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser under this agreement.
- 14.2. The Purchaser shall on receipt of possession as provided in the Agreement use the Premises or any part thereof or permit the same to be used only for



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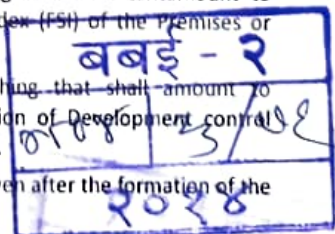
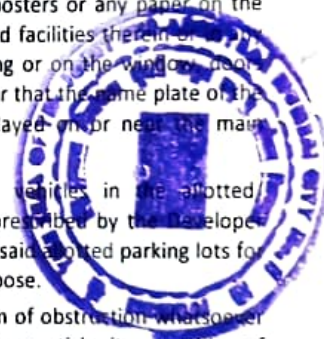
- 14.3.10. not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Developer under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained its prior consent in writing in that behalf;
- 14.3.11. till the management of the Building is handed over to the Project Management Agency / Condominium, to allow the Developer, its surveyors and agents at all reasonable time to enter into or upon the Property to view and examine the state and condition thereof;
- 14.3.12. not to change the external colour scheme or the pattern of the colour of the Building;
- 14.3.13. not to change exterior elevation or the outlay of the Building;
- 14.3.14. not to fix any grill to the Building or windows except in accordance with the design approved by the Developer;
- 14.3.15. not to do or suffer to be done anything on the Property or the Building which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf;
- 14.3.16. not to display at any place in the Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the Building or common areas and facilities therein or at any other place in the Property or the Building or on the window, door and corridors of Building provided however that the name plate of the Purchaser may be permitted to be displayed on or near the main entrance of the premises.
- 14.3.17. to park all vehicles including visitors' vehicles in the allotted designated parking lots only as may be prescribed by the Developer and not at any other place and to use the said allotted parking lots for parking vehicles and not for any other purpose.
- 14.3.18. to not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Premises or in or on the common stairways, corridors and passageways in the Building and/or any part of the lay-out of the Property
- 14.3.19. not to construct a loft and/or mezzanine floor in the Premises irrespective of any approval, sanction or even if permissible under any statute.
- 14.3.20. not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the Premises or any part thereof.
- 14.3.21. Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of Development Control Rules and Regulation for Greater Mumbai.

These covenants shall be binding and operative even after the formation of the Condominium

- 14.4. The Purchaser hereby agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Premises to the Purchaser, so as to enable the Developer to complete the scheme of development of the Property as per the existing plans, the proposed plans and the modifications thereto.

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business purpose in accordance with IT/ ITES Policy of 2003 as amended from time to time and the Letter of Intent and which is not likely to cause nuisance or annoyance to the other occupiers of the Building and/or the owners/occupiers of the neighboring property or properties.

- 14.3. The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Developer as follows:
 - 14.3.1. to maintain the Premises at the Purchaser's own cost in a good and tenable condition and to carry out all necessary repairs and maintenance of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or to change/alter or make addition in or to the Building or the Premises or any part thereof;
 - 14.3.2. not to store in the Premises any goods which are of hazardous, inflammable, combustible or dangerous nature or are so heavy so as to damage the structure of the Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whereby upper floors may be damaged or structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
 - 14.3.3. to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local or other public authority;
 - 14.3.4. not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenable repair and condition and as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pards or other structural members in the Premises;
 - 14.3.5. not to do or permit to be done any act which may render void or avoidable any insurance of the Property or the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
 - 14.3.6. not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the Building;
 - 14.3.7. to pay to the Developer within 7 days of demand by the Developer his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Building;
 - 14.3.8. to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, taxes, duties, cesses, any, which are and which may be imposed by the MCGM and/or Government and/or other public authority on account of change of user of the Premises or otherwise;
 - 14.3.9. to bear and pay all service tax, works contract tax, VAT etc and such other levies, if any, which may be imposed with respect to the construction on the Property and/or any activity whatsoever related to the Premises by the MCGM and/or State/Central/Government and/or public authority from time to time;



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- 14.3.10. not to let, sub-let, assign, mortgage, interest or benefit of the Premises to any Developer under the terms and conditions of the agreement has intimidated in that behalf;
- 14.3.11. till the management of the Premises is handed over to the Management of the Property to the Purchaser;
- 14.3.12. not to change the use of the Building;
- 14.3.13. not to change the structure of the Building;
- 14.3.14. not to fix anything on the walls of the Building with the consent of the concerned authority;
- 14.3.15. not to do anything in or to the Building which is in contravention of rules, regulations or bye-laws of the concerned local or other public authority;
- 14.3.16. not to do anything in or to the Building which is in contravention of rules, regulations or bye-laws of the concerned local or other public authority;
- 14.3.17. to maintain the Premises in good and tenable condition and to carry out all necessary repairs and maintenance of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or to change/alter or make addition in or to the Building or the Premises or any part thereof;
- 14.3.18. to maintain the Premises in good and tenable condition and to carry out all necessary repairs and maintenance of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or to change/alter or make addition in or to the Building or the Premises or any part thereof;
- 14.3.19. to maintain the Premises in good and tenable condition and to carry out all necessary repairs and maintenance of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or to change/alter or make addition in or to the Building or the Premises or any part thereof;
- 14.3.20. to maintain the Premises in good and tenable condition and to carry out all necessary repairs and maintenance of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or to change/alter or make addition in or to the Building or the Premises or any part thereof;
- 14.3.21. to maintain the Premises in good and tenable condition and to carry out all necessary repairs and maintenance of the Premises is taken and shall not do or suffer to be done anything in or to the Building/s, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or to change/alter or make addition in or to the Building or the Premises or any part thereof;
- 14.4. The Purchaser shall be liable for the consequences of the breach;

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registered letter, courier service, personal delivery or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service of facsimile notice shall be the business day after sending of such facsimile.

18.2. For the purposes of this transaction the details of the PAN of the Owner and the Purchaser are as follows:

Developer's PAN : AAACM3361R(MRPL) AAACP1306P(Parmeka)

Purchaser's PAN : AADCG9248G

19. **GENERAL PROVISIONS**

19.1. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises between the parties hereto.

19.2. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

19.3. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

19.4. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.

19.5. All taxes, charges including but not limited to service tax, VAT or any other impositions or levies (i) on account of this transaction or (ii) such proportionate amount on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Developer or (iv) otherwise shall be to the account of the Purchaser alone and the Developer shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the said Premises and the Developer's decision as regards the quantum of the same shall be final and binding to the Purchaser.

19.6. In the case of any dispute, controversy or claim between the parties arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, parties shall attempt to first resolve such dispute or claim through discussion between the Purchaser and the Developer.

19.7. If the dispute cannot be resolved through discussions, all and any proceedings arising out of or in connection with this Agreement shall be heard and determined in any Court of competent jurisdiction and the parties hereby waive any defense of an inconvenient forum to the maintenance of any such action or proceeding; and

19.8. This Agreement shall be governed by the laws of India.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

Firstly

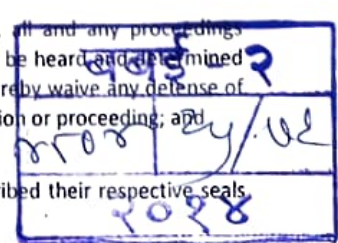
All that piece or parcel of free hold land or ground situate lying and being at De Lisle Road, Parel within the Registration District of Mumbai containing by admeasurement 24672 square yards equivalent to 20628.26 square meters or thereabout bearing Collector's Old Nos. 670, 688, 690,

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- 14.5. The Purchaser confirms that the Developer has given full free and open inspection of documents of title in respect of the Property and the Purchaser confirms that he has entered into this Agreement after inspecting all the documents and the Purchaser has inspected the Title Certificate dated 2010 issued by Mahimtura & Co., Advocates & Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title of the Property.
- 14.6. The Purchaser shall have no claim save and except in respect of the proportionate share of the Purchaser in common areas. All other rights including terraces, open spaces, etc. will remain the property of the Developer until the whole of the Property is transferred as herein provided subject to the rights of the Developer as contained in this Agreement.
- 14.7. The Purchaser has been informed that the Developer shall in accordance with the scheme for development as may be modified from time to time develop the Property in phases. This Agreement to purchase the Premises shall not in any event prevent the Developer from continuing the development of the Property and constructing additional floors on the Building and infrastructure and common amenities and facilities in accordance with the approvals obtained and to be obtained from the concerned authorities. It is anticipated that during the course of the said development there may be a temporary suspension/cessation of common amenities and facilities including services and utilities or some hardship and inconvenience resulting therefrom to the Purchaser. The Developer shall not be liable for any loss or damage or subjected to any civil or criminal proceedings in this behalf;

15. **NO ASSIGNMENT**

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Property or the Building or any part thereof.

16. **STAMP DUTY AND REGISTRATION CHARGES**

- 16.1. The Purchaser shall pay the proper stamp duty, registration charges, due and payable under the law for the time being in force in respect of this Agreement and on or before lodging this Agreement for registration with the concerned Sub-Registrar under Indian Registration Act, 1908.
- 16.2. The Purchaser shall pay to the Developer all costs, charges and expenses including stamp duty and registration charges in respect of the Premises and in connection with the assignment of the proportionate undivided interest in the leasehold rights of the Property to be assigned in favour of the Purchaser under the Deeds of Apartment to be executed in its favour.
- 16.3. The Purchaser alone shall be liable for the consequences arising from the nonpayment of the proper and correct stamp duty and the registration charges, it being the sole responsibility of the Purchaser to pay the same.

17. **INDEMNIFICATION**

The purchaser if applicable, shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this agreement; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Property and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Property.

- 18.1. Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his contact details. Notices shall be deemed to have been properly given, if sent through



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 18. NOTICES

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729, 662, 665, 787, 689, 759, 661	737, 664, 665, 733, 737 and 762, Collectors' New Nos. 1/2681, 1/2682, 1/168's, 1, 2, 3/2684, 1, 2/2685 and Cadastral Survey No. 166 (Part) of Lower Parel Division and assessed by the Collector of Municipal Taxes under Ward G Nos. 2268 (1) 2268(2), 2263, 2264, 2266, 2269, street De Lisle Road Nos. (7), (7A) and (7A) 322 and bounded as follows:

729, 662, 665, 787, 689, 759, 661 737, 664, 665, 733, 737 and 762, Collectors' New Nos. 1/2681, 1/2682, 1/168's, 1, 2, 3/2684, 1, 2/2685 and Cadastral Survey No. 166 (Part) of Lower Parel Division and assessed by the Collector of Municipal Taxes under Ward G Nos. 2268 (1) 2268(2), 2263, 2264, 2266, 2269, street De Lisle Road Nos. (7), (7A) and (7A) 322 and bounded as follows:

- On or towards North : by the property of CB Gorwala
 On or towards South : partly by the property hereinafter described in the Part II hereto and partly by the property of Jamnabai Cooberdas
 On or towards East : By De Lisle Road (Now known as N.M. Joshi Marg)
 On or towards West : by Railway lines of Western Railway

Secondly

All that piece or parcel of lease hold land situate at De Lisle Road, Parel within the Registration District of Mumbai containing by admeasurement 9594 square yards equivalent to 8021.54 square meters or thereabout bearing Cadastral Survey No. 166 (Part) of Lower Parel Division and bounded as follows:

- On or towards North : by the property described in Part I hereinabove
 On or towards South : by part by Municipal Land and partly by Bombay Development chawls.
 On or towards East : partly by the property of Bai Jamnabai Cooberdas and partly by the property of Memon Jusab Gulzar.
 On or towards West : by Railway lines of Western Railway

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of vacant land for redevelopment admeasuring 13,170.25 square meters or thereabouts with approved FSI of 22, 182.42 square meters thereon as mentioned hereinabove being part of the Larger Property described in the First Schedule hereinabove written bearing Cadastral Survey No.166 (part) of Lower Parel Division situate at Delisle road under G/ South Ward

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

All that the IT/ITES Unit No. 503 of carpet area admeasuring 5408.57 square feet on the 5th floor in the wing A of the Building.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

Limited common area facilities :

- Sky garden / terraces / Top Terrace;
- Recreation Garden in RG;
- Spaces of AHU, Generators, Chillers;
- Banquet Halls, Restaurants & Terraces attached to it;
- Rights of telecom, wireless, internet, mobile network;
- Car parking space;
- Public Car Parking space;
- Air conditioned lobby with entrance lounge, coffee shops & cafeteria;
- Flower beds, elevational projections cum balconies;
- Refuge area attached to the unit;
- Exclusive lifts to be used for units in Phase I, Phase II & Phase III marked on the plans in wings A, B & C.

Common area facilities :

- Staircase, lift & passage thereto;
- Refuge area;
- Part of the Common entrance lobby leading to staircase, lifts and passages pertaining to respective units of wings A, B & C.



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Common Seal of the withinnamed)
MARATHON REALTY PRIVATE LIMITED)
 is affixed hereto pursuant to the resolution passed)
 in that behalf by its Board of Directors in their)
 meeting held on 11/10/2013 in presence of)
MR. K. S. RAGHAVAN Director/Authorized Signatory)



 For **Marathon Realty Pvt. Ltd.**

 Authorised Signatory

who has affixed his signature in token thereof)
 in the presence of..)
 1. Jitendra S. Pawar)
 2. D. K. Rao.)
 Common Seal of the withinnamed)

PARMEKA PRIVATE LIMITED)
 is affixed hereto pursuant to the resolution passed)
 in that behalf by its Board of Directors in their)
 meeting held on 19/12/2012 in presence of)
R. K. S. RAGHAVAN Director/Authorized Signatory)





 For **PARMEKA PVT. LTD**

 Authorised Signatory

who has affixed his signature in token thereof)
 in the presence of..)
 1. Jitendra S. Pawar)
 2. D. K. Rao.)
 Common Seal of withinnamed **PURCHASER**)

Glass wall Systems(India) Private Limited)
 is affixed hereto pursuant to the Resolution passed)
 in that behalf by its Board of Directors in their)
 meeting held on 19/05/2014 in the presence of)



 For **Glass Wall Systems (India) Pvt. Ltd.**

 Director

Mr. **Jawahar H-Hemrajani**)
 Mr. **Kamlesh A-Choudhari**)
 Directors who has affixed)
 his signature in token thereof)

For **Glass Wall Systems (India) Pvt. Ltd.**

 Director

in the presence of....)
 1. Jitendra S. Pawar)
 2. D. K. Rao.)






RECEIPT

Received from the day and year first hereinabove written of and from the within named Purchaser a sum of Rs.11,88,98,096/- (Rupees Eleven Crores Eighty Eight Lakhs Ninety Eight Thousand and Ninety Six Only) being the amount agreed to be paid by him to us as follows :

Received towards service tax	Rs.36,73,951/-
Received towards consideration of said unit	Rs. 11,88,98,096/-
Total	Rs. 12,25,72,047/-

Witness

[Handwritten Signature]



[Handwritten Signature]

WE SAY RECEIVED

Sr. No	Receipt No.	Bank	Cheque Date	Cheque No. / UTR No.	Amount
1.	53	The Thane Janata Sahakari Bank	09/08/2012	216545	Rs. 1,00,00,000/-
2.	58	The Thane Janata Sahakari Bank	25/08/2012	216940	Rs. 2,00,00,000/-
3.	61	The Thane Janata Sahakari Bank	10/09/2012	217046	Rs. 2,00,00,000/-
4.	69	The Thane Janata Sahakari Bank	16/10/2012	224995	Rs. 1,00,00,000/-
5.	70	The Thane Janata Sahakari Bank	16/10/2012	225353	Rs. 1,00,00,000/-
6.	77	Bank Of india	08/11/2012	000140	Rs. 1,00,00,000/-
7.	78	Bank Of india	28/11/2012	000147	Rs. 50,00,000/-
8.	86	Bank Of india	18/12/2012	000425	Rs. 50,00,000/-
9.	88	The Thane Janata Sahakari Bank	31/01/2013	232999	Rs. 50,00,000/-
10.	113	The Thane Janata Sahakari Bank	10/04/2013	TJSBH13100000212	Rs. 2,00,00,000/-
11.	115	The Thane Janata Sahakari Bank	15/04/2013	TJSBH1310500019	Rs. 75,72,047/-
Total					Rs.12,25,72,047/-

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LIST OF ANNEXURES

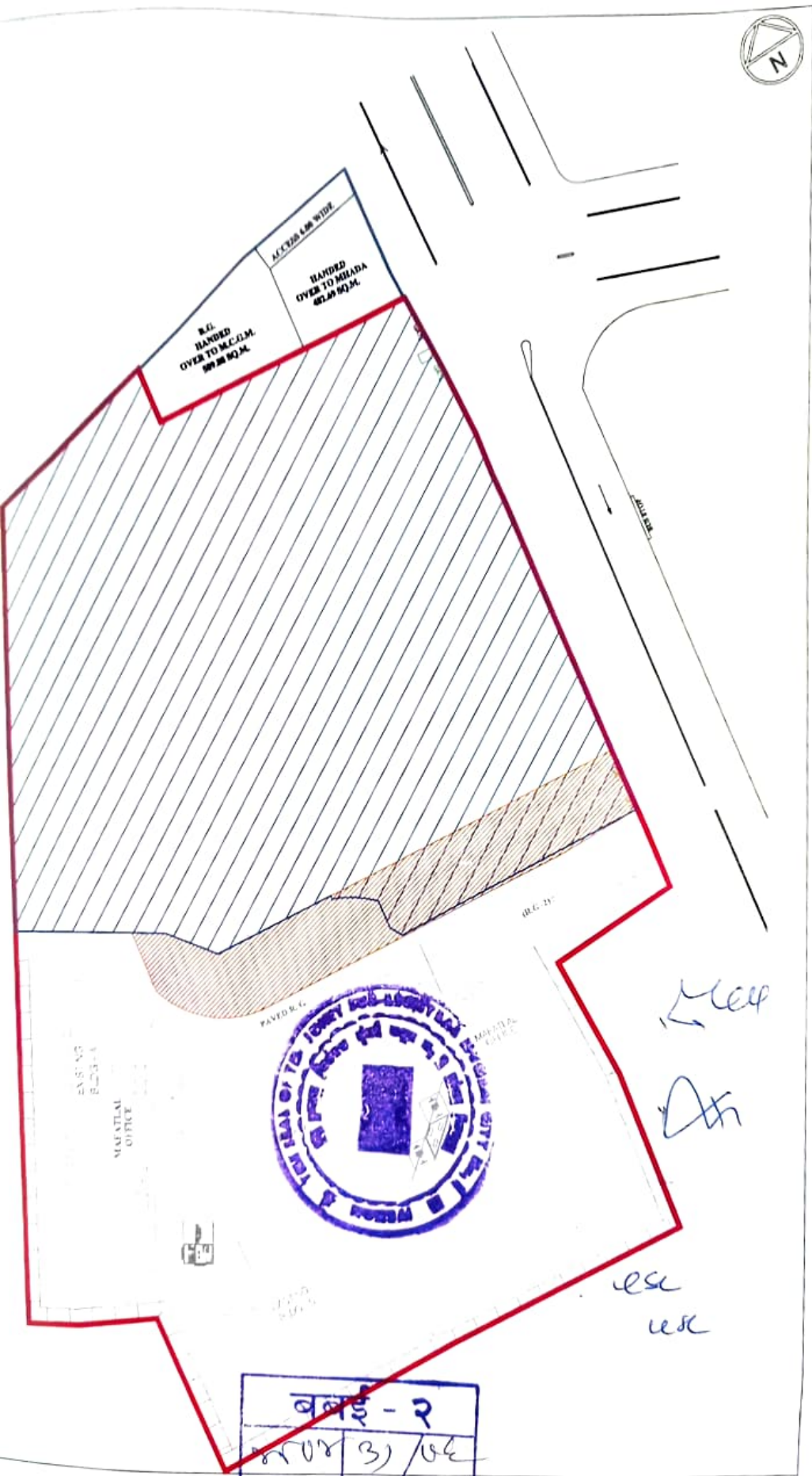
Sr. No.	Particulars
01	Annexure '1' Layout Plan
02	Annexure '2' Letter of Intent issued by Directorate of Industries dated October 19, 2007
03	Annexure '4A' Title Certificate issued by Mahimtura and Company dated May 24, 2010
04	Annexure '4B' Property Register Card
05	Annexure '4C' Commencement Certificate
06	Annexure '4D' Plan
07	Annexure '5' Floor Plan
08	Annexure '6A' Cold Shell in the Premises
09	Annexure '6B' Amenities in the Building
10	Annexure '6C' Amenities in the Layout
11	Annexure '7' Intimation of Disapproval
12	Annexure '8' Occupation Certificate



Handwritten signatures and initials in blue ink:
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 , *lsc*
[Signature]

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ANNEXURE - ' 1 '



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ANNEXURE '2'

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
उद्योग संचालनालय
DIRECTORATE OF INDUSTRIES

No. DI/IT/Pvt IT Parl./LOI/ Marathon Futurex/2007/B-28854 Date: - 19 OCT 2007

To,
M/s. Marathon Realty Ltd.,
Marathon House
Devidayal Road,
Mulund (West), Mumbai-400 080.

Sub: - Letter of Intent to Private Information Technology Park
" Marathon Futurex " Mumbai

Ref: - 1) Your application letter dated 21/06/2007.
2) Building plan approval by BMC dtd. 01/03/2005

With reference to your above application, Letter of Intent is hereby granted to you as private sector Information Technology Park as per details here under: -

- (1) Name of the applicant Company etc. : M/s. Marathon Realty Ltd.,
with full address. Marathon House
Devidayal Road,
Mulund (West), Mumbai-400 080.
- (2) Name of the Information Technology Park : " Marathon Futurex "
- (3) Address of i) Survey Nos./Plot Nos. : CS No. 166.
Information Technology Park ii) Village/Town/ City : Lower Parel Division
iii) Talukha/District : Mumbai
- (4) Total Area : 27163.38 M².
i) Area under ownership : 27163.38 M².
ii) Area under Lease : Nil



महानि उपशासन भवन, दुसरा मजला, मंत्रालयासमोर, मद्रास कामा रोड, मुंबई - ४०० ०३२
New Administrative Building, 2nd Floor, Opp. Mantralaya, Madam Cama Road, Mumbai - 400 032.
दुरध्वनी : २२०२ २५५ E-mail: diit@maharashtra.gov.in फॅक्स नंबर : २२०२ ८४२८



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Details of Built up area as certified by Chartered Architect

Total Area of Plot / Total Built up Area	Built up area for IT unit	Open Plot area for IT unit	Built up area for support services	Open Plot area for support services	No. of Parking slots
27163.38 M ² / 35486.99 M ²	28389.60 M ²	Nd	7097.39 M ²	Nd	392

- (6) Feeder Line/ Sub-station provided : Independent power feeder line, up to existing dedicated sub-station in the premises of the IT Park for power supply of 6000 KW will be supplied to the IT Park as per Undertaking produced by developer dated 20/06/2007 & B1001 letter dtd. 14/06/2007
- (7) Stand by Power Generation : 2291 KW through power generator set in the premises of the Information Technology Park as per Undertaking produced developer dated 20/06/2007
- (8) Connectivity in Mbps : 2 Mbps, as per Undertaking produced developer dated 20/06/2007.

The developer shall be responsible for providing the infrastructure facilities as indicated at Point No. 6, 7 and 8 above, which have been claimed to be offered by the developer in this proposed IT Park. The developer has also submitted the relevant documents (Undertaking) to this office, in support of this claim. In case the developer in the parameters of these infrastructure facilities seeks any deviation, the developer shall get them specifically approved from the competent authority.

This Letter of Intent is valid for a period of "Three years" i.e. up to 14/10/2010 and extension of its validity will be considered on merit, upon receipt of such application at least Three months prior to expiry of the validity.

This Letter of Intent does not constitute any Legal Permission / Approval for Construction / Build up Area and title of the land, etc. .

This IT Park shall always follows the provision of DC rules of respective Municipal Corporation/Council.

The developer will submit six monthly progress report in the form and manner informed by Directorate of Industries, failing which suitable action to withdraw LOI/Registration would be initiated may please be noted, first such report is due on 14/04/2008.

NOC for 100% Addition will be issued only after submission of Building Plans approved specifically for IT Park for which permission is required.



(Signature)
 (Shekhar Naik)
 Superintending Industries Officer (II)
 For Development Commissioner (Industries)

- Copy to:**
- The Municipal Commissioner, Municipal Corporation, Mumbai
 - Joint Director of Industries, (Maharashtra Region), Chhatrabhatti (East), Mumbai - 400 022.
 - Select File, Information Technology Branch, Head Office, Mumbai - 400 032.

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Mahimtura & Co.

Advocates & Solicitors

S. C. Mahimtura

66, Tamarind Lane,
Fort, Mumbai - 400 001, India
Tel. : 2265 3176 / 2265 6328 / 2262 2360
Fax : 91-022-2264 1206
E-mail: lex@mahimtura-law.com

Ref. No.

Title Certificate

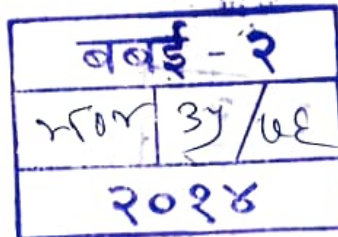
Re: Lands bearing Cadastral Survey No. 166 (part)
(Lower Parel Division) at Delisle Road, Mumbai

This Title Certificate pertains to title of the leasehold interest and right of development of (i) Marathon Realty Limited a company incorporated under the Companies Act, 1956 and having its registered office at Marathon House, Devidayal Road, Mulund (West), Mumbai - 400 080 and (ii) Parmeka Private Limited a company incorporated under the Companies Act, 1956 and having its registered office at 101, Marathon House, Devidayal Road, Mulund (West), Mumbai - 400 080 (collectively "**the Owners/Lessees**") which has been acquired from Mafatlal Industries Limited ("**the Lessor**") a company incorporated under the Companies Act, 1882 and a 'company' under the Companies Act, 1956 and having its registered office at Asarwa Road, Ahmedabad and its Mumbai office at Mafatlal House, Backbay Reclamation, H.T. Parekh Marg, Mumbai 400 020.

The subject matter of this certificate pertains to a portion of land, which is a part of Larger Property belonging to the Lessor and therefore before giving details of the land to which this certificate relates, it is necessary to give details of the Larger Property.

A. **Particulars of the Larger Property:**

- (1) The Lessor had been entitled to the land bearing the following particulars:
 - (a) Freehold land admeasuring 24,672 square yards equivalent to 20628.26 square meters or thereabouts bearing Cadastral Survey No. 166 (part) of Lower Parel Division situate at Delisle Road (hereinafter referred to as "**the**



Freehold land") and more particularly described Firstly in the First Schedule hereunder written.

(b) Leasehold land admeasuring 9594 square yards equivalent to 8021.54 square meters or thereabouts bearing Cadastral Survey No. 166 (part) of Lower Parel Division situate at Delisle Road less area admeasuring 1699.80 square meters acquired for Municipal School (hereinafter referred to as "the Leasehold land") and more particularly described Secondly in the First Schedule hereunder written.

The Freehold land and the Leasehold land are hereinafter collectively referred to as "the Larger Property" and the same is shown delineated in red colour boundary line on the plan thereof hereto annexed as Annexure 'A'.

B. Particulars of the Developable Land forming part of the Larger Property:

(1) The subject matter of this Title Certificate is a portion of the Larger Property admeasuring 13,170.25 square meters shown in blue colour wash on the Plan, Annexure 'A' hereto together with the right to use FSI to the extent of 2,38,000 square foot which may extend up to 2,80,000 square feet or more of the gross built-up area/FSI that may be available in any manner or as may be sanctioned under the DC Regulations, 1991 which is more particularly described in the Second Schedule hereunder written which has been acquired by the Owners/Lessees by virtue of Deed of Lease dated 15 February 2007 registered with the Sub Registrar of Assurance at Mumbai under Serial No. 1467 of 2007 which for the purposes of this Title Certificate shall be referred to as 'Developable Lands'.

(2) It is hereby clarified that the Developable Lands are constituted entirely of the Freehold Lands described firstly in the First Schedule hereunder written.

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MAHIMTURA & CO.

C. Details of the

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D. Devolution

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C. Details of the Larger Property available from Collector & Sub Registrar:

(1) Cadastral Survey Extract issued by the Collector, Mumbai, Annexure 'B' which indicates that the Larger Property admeasures 28863.48 square meters, less the area admeasuring 1699.80 square meters acquired for Municipal School.

D. Devolution of title to the Larger Property:

(1) By virtue of orders dated 8 June 1994 passed by the Bombay High Court in Company Petition No. 58 of 1994 and order dated 13 September 1996 passed by the Gujarat High Court in Company Petition No. 22 of 1994, Mafatlal Fine Spinning and Manufacturing Company Limited was amalgamated into Mafatlal Industries Limited (the Owner), and consequent on amalgamation all assets of Mafatlal Fine Spinning and Manufacturing Company Limited, including the Freehold Land and the Leasehold Land, came to be vested in the Lessor with effect from 1 April 1993.

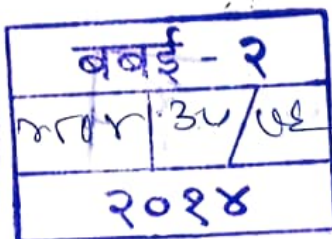
In the circumstances, the Lessor (Mafatlal Industries Limited) came to be vested with the Freehold Land and the Leasehold Land i.e. the Larger Property.

E. Construction of Mafatlal Chambers 'A' & 'B' on a portion of the Larger Property:

The Lessor (Mafatlal Industries Limited) had on a portion of the Larger Property constructed two buildings, Mafatlal Chambers 'A' and 'B' in the year 1996-97 and in respect thereof Occupation Certificates No. EEBPC/3528/GS/A dated 25 April 1997 and No. EEBPC/3529/GS/A dated 23 October 1998 were issued by the Mumbai Municipal Corporation. The portion of the land on which Mafatlal Chambers 'A' and 'B' stand, comprises of the whole of the Leasehold Lands and part of the Freehold Lands.

F. Scheme sanctioned by the BIFR for rehabilitating the Lessor:

(1) The Lessor (Mafatlal Industries Limited) had a cotton textile mill and was conducting textile manufacturing from the Larger Property. However, after 1997,



As per the D. P. Remarks bearing No.CHE/383/DPC dated 14 September 2001 issued by the Municipal Corporation of Greater Mumbai (MCGM), the Larger Property, out of which an area of 1699.80 square meters is reserved for public purpose of Municipal Primary School [which portion is already acquired by MCGM for the purpose as reflected in the Cadastral Survey Extract and the remaining portion of the land is designated as Retention Zone (Retention activity)]. Annexed hereto and marked as **Annexure 'C'** is a copy of the D. P. Remarks dated 14 September 2001.

H. Developable Lands:

(1) In view of the various orders and permissions which the Larger Property are referred hereinabove, out of it became permissible to develop the residue of the Larger Property by utilising F.S.I. of 22,182.42 square meters equivalent to 2,38,000 square feet or more by constructing commercial/residential buildings on a portion of the Larger Property admeasuring 13,170.25 square meters shown in blue colour wash on the Plan thereof hereto annexed as Annexure 'A' and more particularly described in the Second Schedule hereunder written, which for the purposes of this Title Certificate shall be referred to as '**Developable Lands**'.

(2) It is hereby clarified that the Developable Lands are constituted entirely of the Freehold Lands described firstly in the First Schedule hereunder written.

I. Sanction & Approvals relating to the Developable Lands:

(1) The Lessor got approved from the MCGM the plans sanctioned vide IOD bearing No. EB/CE/EEBPC/9927/GS/A/BS/A dated 16 December 2002 and Commencement Certificate dated 14 May 2004 in respect of the Developable Land.

(2) The Executive Engineer, Building Proposal (City) by his Order bearing No. EB/CE/EEBPC/9927/GS/A/BS/A dated 1 March 2005 issued letter with amended Plans being an amendment to the plans sanctioned vide IOD bearing No.



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the Lessor's business started incurring losses which resulted in complete erosion of its net worth as on 30 September, 1999. By an Order dated 19 September 2000, the Board of Industrial and Financial Reconstruction ("BIFR") under provisions of the Sick Industrial Companies (Special Provision) Act, 1985 ("SICA") declared the Lessor as a sick industrial company entitled to rehabilitation.

(2) By a letter bearing Ref.No.Mafatlal-2001/1412/CR 104/TEX-3 dated 16 May 2002, the Co-operation and Textiles Department, Government of Maharashtra with reference to the BIFR Scheme inter alia stated that the sale/development of lands including land at Lower Parel will be subject to D.C. regulations and other laws and prevailing policies. Accordingly, it is permissible to develop such portion of the Larger Property, after excluding the area taken up in construction of Mafatlal Chambers 'A' & 'B' in accordance with Regulation 58 of the Development Control Regulations, 1991.

(3) By an Order dated 30 October 2002, BIFR sanctioned the Scheme which inter alia permits:

- (a) Development of the residue of the Larger Property, comprising of the Freehold Lands in accordance with the Regulation 58 (1) of D.C. Regulations including development for commercial/residential purpose and utilising the sale proceeds for financing the said Scheme for payment of liabilities of workers/ employees of the Lessor Company and statutory obligations of the Lessor Company.
- (b) Constitution of an Asset Sale Committee (ASC) for sale of remaining assets which includes the development of the Developable land, which is described hereafter, free of all liabilities of the Lessor Company.



Development Plan Remarks:

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EB/CE/EEBPC/9927/GS/A/BS/A dated 16 December 2003 and Commencement Certificate dated 14 May 2004.

J. Deed of Lease dated 15 February 2007:

(1) By virtue of a Deed of Lease dated 15 February 2007 registered with the Sub Registrar of Assurance at Mumbai under Serial No. 1467 of 2007 the Lessor did demise unto the Owners/Lesseees the Developable land for a term of 999 years commencing from 1 February 2007 for the yearly rent of Re. 1, if demanded. Annexed hereto and marked as **Annexure 'D'** is a Deed of Lease.

K. Loans and Mortgage for the proposed "Marathon Futurex"

(1) One of the Owner/Lessee herein (Marathon Realty Private Limited) has obtained Loans aggregating to of 400,00,00,000 (Rupees Four Billion only) for the construction of the proposed development of "Marathon Futurex" by virtue of a Common Loan Agreement dated 4 March 2010 entered into between the Owner/Lessee who is therein referred to as the "Borrower" and the Banks enlisted therein who are therein described as "Lenders", subject to certain terms and conditions mentioned therein.

(2) In that connection, the Developers, being required to, has by virtue of registered Mortgage dated 4 March 2010, entered into between the Developers/Lesseees on one hand and the Banks/Financial Institutions mentioned hereinabove on the other hand, the Developers mortgaged the developable land as and by way of security, *inter alia*, for securing the repayment of the said loans amount on the terms and conditions mentioned therein and the same is registered with the Joint Sub Registrar of Assurances at Mumbai under Serial No. 1624 of 2010. By virtue of Security Trustee Appointment Agreement dated 4 March 2010, 3i Infotech Trusteeship Services Ltd., having its office at 6th floor, Akurdi Center Point, M.I.D.C. Central Road, next to Marol Telephone Exchange, Andheri West, Mumbai 400 093 is appointed as an agent on behalf of the Banks/Financial Institutions mentioned hereinabove on the terms and conditions mentioned therein.

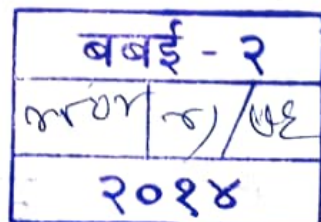
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(3) By a Personal Guarantee Agreement dated 8 March 2010 executed by the said Chetan R.Shah and Mayur R.Shah (the Guarantor) in favour of the 3i Infotech Trusteeship Services Ltd. ("the Security Trustee") for and on behalf of the Banks/Financial Institutions mentioned hereinabove, in respect of the Loan borrowed from the Financial Institutions, whereby the Guarantor shall in default of the said Marathon Private Limited and Parmeka Private Limited not repaying the said amounts, perform any of the obligations mentioned in the Common Loan Agreement.

L. Due Diligence:

- (1) As stated hereinabove, we have taken search in the Sub Registrar of Assurances,
- (2) We had issued a public notice inviting claims in respect of the Developable Land in the issue dated 6 October 2004 of 'Economic Times'. There are no subsisting claims or objections to the Owner's title to the Developable Lands as, in our understanding, all claims have been settled.
- (3) On account of facilities extended to the Owner by Banks and Financial Institutions charges were registered with the Registrar of Companies.
- (4) The Lessor has represented inter alia that all charges of Banks and Financial Institutions which were created by the Lessor for securing loans and facilities to the Lessor are satisfied and that there are no subsisting charges.
- (5) Mr. Chetan Shah, in capacity as Director of the Owner/Lessee and also as Director of the Owner/Lessee has vide Declaration dated 24 May 2010 confirmed the contents of the foregoing Title Certificate. Annexed hereto and marked as Annexure 'E' is a copy of the Declaration of Mr. Shah.



M. Conclusion:

We certify that in our opinion the title of the Owners/Lessees to the Developable Land is marketable subject to the mortgage in favour of the Lender by virtue of the Mortgage Deed dated 4 March 2010.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of free hold land or ground situate lying and being at De Lisle Road, Parel within the Registration District of Mumbai containing by admeasurement 24672 square yards equivalent to 20628.26 square meters or thereabout bearing Collector's Old Nos. 670, 688, 690, 729, 662, 663, 787, 689, 759, 661, 737, 664, 665, 733, 737 and 762, Collectors' New Nos. 1/2661, 1C/12646, 1A/12642, 12732, 12655, B/12642, New Survey Nos. 1/2681, 1/2682, 1/1685, 1, 2, 3/2684, 1, 2/2685 and Cadastral Survey No. 166 (Part) of Lower Parel Division and assessed by the Collector of Municipal Taxes under Ward G Nos. 2268 (1) 2268(2), 2263, 2264, 2266, 2269, street De Lisle Road Nos. (7) (7A) and (7A) 322 and bounded as follows:

- On or towards North : by the property of CB Gorwala
- On or towards South : partly by the property hereinafter described in the Part II hereto and partly by the property of Jamnabai Cooberdas
- On or towards East : By De Lisle Road (Now known as N.M. Joshi Marg)
- On or towards West : by Railway lines of Western Railway

Secondly

All that piece or parcel of lease hold land situate at De Lisle Road, Parel within the Registration District of Mumbai containing by admeasurement 0.94 square yards

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yards equivalent to 8021.54 square meters or thereabout bearing Cadastral Survey No. 166 (Part) of Lower Parel Division and bounded as follows:

Division and bounded as follows:

- On or towards North : by the property described in Part I hereinabove
- On or towards South : by part by Municipal Land and partly by Bombay Development chawls.
- On or towards East : partly by the property of Bai Jamnabai Cooberdas and partly by the property of Memon Jusab Gulzar.
- On or towards West : by Railway lines of Western Railway

The property described First and Second hereinabove is shown delineated in red colour boundary line on the plan thereof hereto annexed as Annexure "A".

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

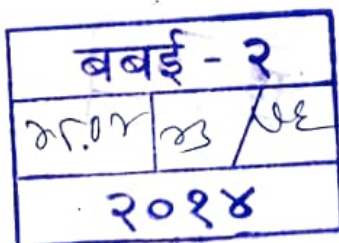
All that piece or parcel of vacant land for redevelopment admeasuring 13,170.25 square meters or thereabouts with approved FSI of 22, 182.42 square meters thereon as mentioned hereinabove being part of the Larger Property described in the First Schedule hereinabove written bearing Cadastral Survey No.166 (part) of Lower Parel Division situate at Delisle road under G/ South Ward and shown in blue colour wash on the plan thereof hereto annexed as "Annexure A".

Dated this 24th day of May 2010

For Mahimtura and Company

[Handwritten Signature]

Proprietor



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/ 9927 / G.S. 1A of 14/5/2004

COMMENCEMENT CERTIFICATE

To, Mafatalal Industries Ltd.
Mafatalal House,
Churchgate,
Mumbai.



Sir,
With reference to your application No. 2125, Mun. dated 11/6/2003 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development for Proposed Building 'C' on the property bearing C.S.No. 166, of Lower Paral Division.

and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. 'C' on Plot No./C.S.No./C.T.S. No. 166, Lower Paral Division Village/Town Planning Scheme No. 14 Situated at Road / Street N.M. Joshi Marg, Lower Paral, Ward 4/South 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 form 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 case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh 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 sanction 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 for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form 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 case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh 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 sanction 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 for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

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P.T.O.

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

8) The Municipal Commissioner has appointed Shri. S. V. Gajargekar Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 11 of the said Act.

This Commencement Certificate is valid upto 12/5/2005

This C.C. is issued upto plinth level only

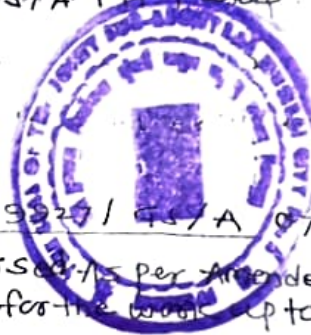
For and behalf of Local Authority
The Municipal Corporation of Greater Mumbai

Sd/-
Assistant Engineer
Building Proposals (City/R&P)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

EB/9927/AGS/1/A 14/11/2004

COPY P.A.A.C. (C/S)
Wm
14/5/04
AEBPLVI



EB/9927/AGS/1/A 07/3/2005

This C.C. is endorsed as per Amended Approved Plan Dated 01/3/2005 for the work up to Plinth Level only

EB/9927/GIA ST/8

This C.C. is endorsed as per Amended Approved Plan dated 12.5.2008 for the work up to plinth level only

EB/9927/GIA 13/12/08

This C.C. is endorsed up to top of SHIT slab i.e. height 23.10 mt. as per amended plan approved letter dated 25.11.2008

This full C.C. is endorsed for the portion marked on plan of page 1453 as per amended approved plan dated 20/09/2009

EB/9927/AGS/1/A of 14/11/04
This C.C. is endorsed for the entire work
AEB & C.C. up to the top of SHIT level according
as per amended approved plan dated 07/3/05

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AEBPLVI

EB/9927/GS/A dated 09/04/2010

This C.C. is endorsed for the entire work of wing 'A', 'B' and wing 'C' up to top stilt level as per amended approval as dated 01/02/2010.

Crish Datta

EB/9927/GS/A of 14-05-2010

This C.C. is endorsed for the entire work of wing 'C' as per last amended approved plan dated 01/02/2010

Crish Datta

EB/9927/GS/A dt 11/11/2011 AEBPC-VI

This C.C. is endorsed upto 24th floor as per amended approved plan dated 09-11-2011

Crish Datta

EB/9927/GS/A dt 17-12-12 AEBPC-VI

This C.C. is endorsed for entire 24th floor as per amended approved plan dated 29/11/2012

Crish Datta
17/11/2012

EB/9927/GS/A dt 03-4-13 AEBPC-VI

This C.C. is endorsed for entire work up to 24th floor as per amended approved plan dt 28-3-2013

Crish Datta
31/4/2013
AEBPC-VI

EB/9927/GS/A dt 21-4-2014

This C.C. is endorsed upto 24th floor level as per amended approved plan dt. 14/03/2014

Crish Datta
21/4/2014
AEBPC-VI



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ANNEXURE -'4D'



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in replying please quote No. **Ex. Eng. Bldg. Proposal (City)**
and date of this letter. **E Ward Municipal Office 3rd Floor,**
10 G.K. Hospital to Mang. Bldg. No.
Mumbai - 400 008.

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

MEDEC / 2027 / CS / A
No. E.B./CE/ BS/A of 2008 - 2009

Municipal Office,
Mumbai 16/12/2003

MEMORANDUM
Industrial Industries Ltd.,
Industrial House,
Mumbai

With reference to your Notice, letter No. 249 dated 10.5.2003. 200 and delivered on 4.5.2003 200 and the plans, Sections Specifications and Description and further particulars and detail of your building at C.S.No. 166 of Lower Panel Division, Block C.N.M. furnished to me under your letter, dated 17.5.2003. 200. I have to inform you that I cannot approve of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended upto-date; my disapproval by thereof reasons:-

THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

- 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 structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him
- 3 That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not submitted before C.C.
- 4 That the regular /sanctioned /proposed lines and reservations will not be got demarcated at site through A E.(Survey)/ E E.(T&C)/ E.E.(D.P)/ D.D.L.R. before applying for C.C.
- 5 That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.

Contd....



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MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/ 9927/ GS/ A 31/8/12

To
Owner
M/s Marathon Realty Pvt. Ltd.,
702, Marathon Max, Mulund-Goregaon Link Road,
Mulund (West), Mumbai-400 080.

Ex. Eng. Bldg. Proposal (City) - I
E' Ward, Municipal Office, 3rd Floor,
10, S.T. Standan Marg, Dnyanesh,
Mumbai - 400 008.

Sub: Part occupation of proposed I.T./I.T.E.S.
building No.C on plot bearing C.S. No. 188 of
Lower Parel Division at N.M. Joshi Marg,
Lower Parel, Mumbai.

Ref: Your Architect's letter dated 15.06.2012

WITHOUT PREJUDICE

Sir,

With reference to above letter, this is to inform you that there is no objection to occupy the Bldg. 'C' under reference for 5th (part), 6th (part), 7th (part) and 14th floor, which is constructed under supervision of Architect Shri Santosh Dubey (Regn. No.CA/33133) and Regd. Structural Engineer Shri Girish David (Regn.No.STR-D/59) subject to following conditions:-

- 1) That the balance conditions of layout dated 9.3.2004, amended layout dated 2.1.2008, I.O.D. dated 16.12.2003 and amended approval letters dated 1.3.2005, 8.8.2007, 8.2.2008, 12.5.2008, 25.11.2008, 20.07.2009, 31.11.2009, 01.02.2010 & 9.11.2011 shall be complied with before asking full O.C.
- 2) That the internal additions / alterations, if any shall be got approved from this office.
- 3) That the certificate u/s. 270-A of M.M.C. Act, 1888 will be obtained from H.E. Deptt. regarding adequacy of water supply.
- 4) That remaining lifts shafts shall be protected properly and after installation, the same shall be allowed to use only on submission of necessary certificate from concerned Public Works Department (P.W.D.)

This occupation permission is granted without prejudice to the rights of M.C.G.M. to take action under Section 353-A of M.M.C. Act, if found necessary.

A set of plans duly stamped/signed, showing occupation permission granted to portion marked red is returned herewith as token of approval.

Yours faithfully,

Executive Engineer
(Building Proposal) City-I



BPC3/GS-9927

बवई - २
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२०१४

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/9927/GS/A dt 25/2/11

To
Owner
M/s Marathon Realty Pvt. Ltd.
Marathon House, Devidayal Road,
Mokund (West) Mumbai 400 080

Ex Eng Bldg Proposal
E Ward, Municipal Office, 10,
S. K. Hazare Marg, Lower
Parel, Mumbai - 400 080.

Sub Part O.C of proposed IT/ITES building
No C on plot bearing C S No 186 of Lower
Parel Division at N M Joshi Marg, Lower Parel
Mumbai for Mafatlal Mill No 2 in G/South Ward

Ref Your Architect's letter dated 24 12 2010

WITHOUT PREJUDICE

Sir,

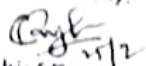
With reference to above letter, this is to inform you that there is no objection to occupy the Building 'C' under reference for three level basement - upper Ground floor (part) and 8th (pt) + 9th to 13th upper floor, which is constructed under supervision of Architect Shri Santosh Dubey (Regn No CA/33133) and Regd Structural Engineer Shri Girish Draid (Regn No STR-D/59) subject to following conditions :-

- 1) That the balance conditions of layout / I.O.D. / amended approval letter shall be complied with before asking full O.C.
- 2) That the internal addition / alteration, if any shall be got approved from this office
- 3) That the certificate u/s 270 A of M.M.C Act, 1888 will be obtained from H.E Deptt regarding adequacy of water supply.
- 4) That the remaining 18 lifts shall not be operated without obtaining permission from Lift Inspector, P.W.D.

This occupation permission is granted without prejudice to rights of M.C.G.M to take action under Section 353 A of M.M.C Act, if necessary.

A set of plans duly stamped/signed showing occupation permission granted to portion marked red is returned herewith as token of approval.

Yours faithfully,


Dy Chief Engineer
Building Proposals (City)

वर्क - २	
२५/२/११	२५/२/११
२०१४	



GLASS WALL SYSTEMS[®]

Complete Solution For Facade Works

GLASS WALL SYSTEMS (INDIA) PVT. LTD.

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF GLASS WALL SYSTEMS (INDIA) PRIVATE LIMITED IN THEIR BOARD MEETING HELD ON MONDAY, 19TH MAY, 2014 AT 11.00 A.M. AT ITS REGISTERED OFFICE SITUATED AT 718/719, CORPORATE CENTRE, NIRMAL LIFE STYLE, L.B.S. MARG, MULUND (WEST), MUMBAI - 400080.

"RESOLVED THAT the Company do hereby enter in to the agreements for the purchase of premise/unit nos. 503 and 504, 5th Floor, Marathon Futurex, Lower Parel, Mumbai, drafts of which have been placed before the Board and initialed by the Chairman, for the purposes of identification, be and is hereby approved."

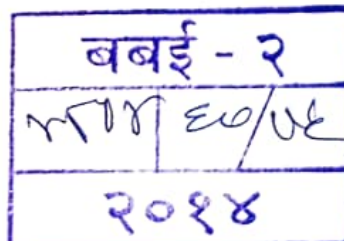
"RESOLVED FURTHER THAT Mr. Jawahar H. Hemrajani and Mr. Kamlesh A. Choudhari, Directors of the Company be and are hereby jointly authorized on behalf of the Company to execute and register the Agreements as approved herein above with registering authorities and also authorized to do all such acts, deeds and things as may be deemed necessary and required to give effect to the above resolution."

CERTIFIED TRUE COPY

FOR GLASS WALL SYSTEMS (INDIA) PRIVATE LIMITED


DIRECTOR

Date: 11th June, 2014



MARATHON

Corporate Office
Mumbai, India

MARATHON REALTY PVT. LTD.

702, Marathon Max,
Mulund Goregaon Link Road,
Mulund (West), Mumbai - 400 080.

Tel.: +91-22-6774 8484/88

Fax: +91-22-6111 8408

E-mail: marathon@marathonrealty.com

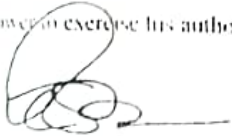
Website: www.marathonrealty.com

RESOLVED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF MARATHON REALTY PRIVATE LIMITED HELD ON 11TH JANUARY, 2018.

RESOLVED THAT Mr. K. S. Raghavan, Group Company Secretary and Authorised Signatory, is hereby authorized to sign, execute necessary Sale / Lease agreement pertaining to Residential / Commercial units / spaces and other related documents and / or papers on behalf of Marathon Realty Private Limited in respect of the projects as specified hereunder

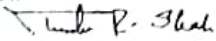
1. Monte Vista & Monte Carlo - Mulund (West)
2. Marathon Futurex - Lower Parel
3. Marathon Nagari & Marathon Nagari NX - Badlapur

RESOLVED FURTHER THAT the signature of Mr. K. S. Raghavan, who has been vested with the power to exercise his authority as enumerated above is attested hereunder.



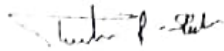
Signature of Mr. K. S. Raghavan

Attested:

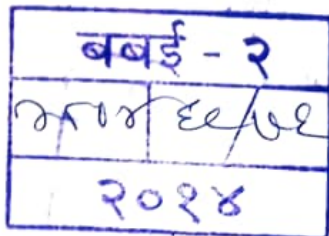


Signature of Director

FOR MARATHON REALTY PRIVATE LTD.



DIRECTOR.



PARMEKA PRIVATE LIMITED

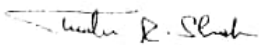
Regd. Off.: 702, Marathon Max, Jn. of Mulund - Goregaon Link Road, Mulund (W), Mumbai 400 080
Tel.: 022 6772 8484 Fax: 022 6772 8408

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS HELD ON 19TH DECEMBER, 2012.

"RESOLVED THAT Mr. K. S. Raghavan, Group Company Secretary and Authorised Signatory, be and is hereby authorized to sign, execute necessary Sale / Lease agreement pertaining to Residential / Commercial units / spaces and other related documents and / or papers on behalf of the Company in respect of the project known as "Marathon Futurex" situate at Lower Parel, Mumbai."

"RESOLVED FURTHER THAT the signature of Mr. K. S. Raghavan, who has been vested with the power to exercise his authority as enumerated above, is attested hereunder."

for PARMEKA PVT LTD



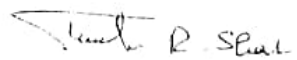
DIRECTOR.



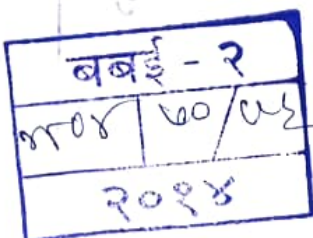


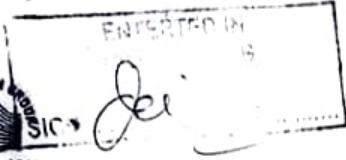
Signature of Mr. K. S. Raghavan

Verified:



Signature of Director





MARATHON REALTY PVT. LTD.

Corporate Office: 702, Marathon Max, Mulund Goregaon Link Road, Mulund (W), Mumbai - 400 080.
Tel: 91-22-6724 8484/88 Fax: 91-22-6772 8408/ 2564 6008. E-mail: marathon@marathonrealty.com

Bill No.	FX-A-503/1/2015-16/29	Bill Date	13.08.15	Due date	30.09.15	Area	8321 sq.ft.	Rate / Sq.Ft.	Rs.22/-
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To,

GLASS WALL SYSTEMS (INDIA) PVT LTD.

Unit No.-A-503, Marathon Futurex
Mafatal Mills Compound,
N. M. Joshi Marg, Lower Parel (West),
Mumbai - 400 013.

Dear Sir / Madam,

Your maintenance bill for the period:- 01.07.14-30.09.15

		Non Taxable	Taxable
	Balance C / F	Rs. 0	
Add	Reimbursement of Property Tax- @Rs.12/-	Rs. 1497780	
Add	Other Dues- @Rs.10/-		1248150
Add	Service Tax @ 14 %	Rs.	174741
Add	Interest	Rs. 0	
	Total Dues	Rs. 1497780	1422891
	Total Receivable Amount	Rs.	2920671
Rupees	Twenty Nine Lacs Twenty Thousand Six Hundred Seventy One Only		
Kindly issue cheque in favor of "Marathon Realty Private Ltd-Future-X Maintenance".			
Service Tax Registration No.	-	AAACM3361RST001	
Classification of Service	-	Management, Maintenance or Repair Service	
Service Tax Code No.	-	00440245	

Interest will be charged, if the payment is not received on or before due date.

Bank Details:-

Bank Name : Axis Bank Ltd.
Bank A/c No.912020045745597.
A/c Name : Marathon Realty Private Ltd-Future -X Maintenance.
A/c Type: Current Account.
IFS code : UTIB0000108.



Courier Address:-

Kind Attn : Neha Bhagat / Arundhati Chitale.
702, Marathon Max, Mulund Goregaon Link Road,
Mulund (W),
Mumbai - 400 080.

Note: * The bill is raised on adhoc basis. As and when the maintenance rate / taxes are determined the exact bill will be raised / adjust accordingly.

* This is computer generated copy hence does not require authorized signatory.

E Mail:

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/ 9927/ GS/ A 31/8/12

To
Owner
M/s Marathon Realty Pvt. Ltd.,
702, Marathon Max, Mulund-Goregaon Link Road,
Mulund (West), Mumbai-400 080.

Sub: Part occupation of proposed I.T./I.T.E.S.
building No.C on plot bearing C.S. No. 166 of
Lower Parel Division at N.M. Joshi Marg,
Lower Parel, Mumbai.

Ref: Your Architect's letter dated 15.06.2012

WITHOUT PREJUDICE

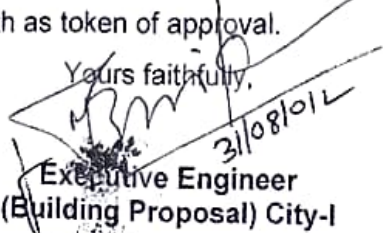
Sir,

With reference to above letter, this is to inform you that there is no objection to occupy the Bldg. 'C' under reference for 5th (part), 6th (part), 7th (part) and 14th floor, which is constructed under supervision of Architect Shri Santosh Dubey (Regn. No.CA/33133) and Regd. Structural Engineer Shri Girish David (Regn.No.STR-D/59) subject to following conditions:-

- 1) That the balance conditions of layout dated 9.3.2004, amended layout dated 2.1.2008, I.O.D. dated 16.12.2003 and amended approval letters dated 1.3.2005, 8.8.2007, 8.2.2008, 12.5.2008, 25.11.2008, 20.07.2009, 31.11.2009, 01.02.2010 & 9.11.2011 shall be complied with before asking full O.C.
- 2) That the internal additions / alterations, if any shall be got approved from this office.
- 3) That the certificate u/s. 270-A of M.M.C. Act, 1888 will be obtained from H.E. Deptt. regarding adequacy of water supply.
- 4) That remaining lifts shafts shall be protected properly and after installation, the same shall be allowed to use only on submission of necessary certificate from concerned Public Works Department (P.W.D.)

This occupation permission is granted without prejudice to rights of M.C.G.M. to take action under Section 353-A of M.M.C. Act, if found necessary.

A set of plans duly stamped/signed, showing occupation permission granted to portion marked red is returned herewith as token of approval.

Yours faithfully,

31/08/12
Executive Engineer
(Building Proposal) City-I



MARATHON REALTY PVT.LTD.

Corporate Office: 702, Marathon Max, Mulund Goregaon Link Road, Mulund (W), Mumbai - 400 080.
Tel: 91-22-6724 8484/88 Fax: 91-22-6772 8408/ 2564 6008. E-mail: marathon@marathonrealty.com

Ref. No.: MFX/A-503 & A-504/2014/673

Date : 25th November 2014

The Manager - Credit
Bank Of India
Mumbai Mid Corporate Branch
Bank of India Bldg,
Mezzanine Floor, 70-80,
Mahatma Gandhi Road,
Fort, Mumbai-400001



Dear Sir / Madam,

Sub: Noting and mark lien against Mortgage of unit No.FX-A-503 & FX-A-504.

Ref: Your letter reference no. MNCB/HPP/2014-2015/000406 dated 17th November 2014.

With reference to the above and as per our mortgage letter dt. 05.11.14, we hereby confirm that we have noted and mark lien in your favour against business loan of Unit No.FX-A-503 & FX-A-504, situated at "Marathon Futurex" N. M. Joshi Marg, Lower Parel (West), Mumbai-400013 in the name of GLASS WALL SYSTEMS (INDIA) PVT. LTD in our records as per your letter and will not permit to lease out/sell/mortgage without prior permission of your Bank.

Thanking you

Yours faithfully
for Marathon Realty Pvt. Ltd.

Authorised Signatory



Kind att = Mr. Manish, Futurex B.E.S-I file
The Brihan Mumbai Electric Supply & Transport Undertaking
(OF THE BRIHAN MUMBAI MAI ANAGARPALIKA)

TELEPHONE : (022) 22856262
FAX : (022) 22851244
TELEX : 1185755 BEST IN
TELEGRAM : BEST, MUMBAI-400 001.

BEST BHAVAN,
BEST MARG,
POST BOX NO. 192
MUMBAI - 400 001.

ADDRESS ALL COMMUNICATION BY TITLE
NOT BY NAME

OUR REF. ESO/AGM(ES)/ 794 /2012

DATE: 25 SEP 2012

M/s. Marathon Reality Pvt. Ltd.,
702, Marathon Max,
Mulund Goregaon link road,
Mulund (W), Mumbai-400080.

Sub:- Request for issuance of NOC for supplying power to
downstream consumers at 'Marathon Futurex' at C.S.
No. 166 of Lower Parel Divn., N.M. Joshi Marg Mumbai.

Ref:- Your letter dtd 18/09/2012

With reference to the above subject you have requested us "to issue NOC with reasonable conditions permitting us to supply power to all the downstream consumers and subject to fulfilling all necessary formalities as may be required by you and also execute the draft franchisee agreement as early as possible upon the approval by BEST."

We are hereby giving "No Objection" to supply power to the all downstream consumers in your premises subject to the condition that you have to accept the terms and conditions which will be added in the present draft franchisee agreement and finalization of the "Franchisee Agreement" by BEST accordingly. After approval of the management the terms and conditions will be intimated to you.

Your co-operation will be highly solicited in this regard, please.

Thanking You.

Yours faithfully



K.N. Rajagopal
Assistant General Manager
(Electric Supply)

DJ.
mandesh

Marathon