

AGREEMENT FOR PREMISES

MARATHON FUTUREX

LOWER PAREL, MUMBAI

UNIT NO. A-504



MARATHON

Redefining Real Estate
Redefining Infrastructure



Friday, June 13, 2014
10:43 AM

पावती

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

पावती क्र.: 5615 दिनांक: 13/06/2014

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबइ2-4805-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: ग्लास वॉल सिस्टम्स इंडिया प्रायव्हेट लिमिटेड यांच्यावतीने संचालक
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 11:02 AM ह्या वेळेस मिळेल!
सह दुय्यम निबंधक, मुंबई-2

बाजार मुल्य: रु.116593344 /-

मोबदला: रु.96669265/-

भरलेले मुद्रांक शुल्क : रु. 5835000/-

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: MH001154844201415S दिनांक: 13/06/2014

बँकेचे नाव व पत्ता: IDBI

DELIVERED



17/06/2014

सूची क्र.2

दुय्यम निबंधक : मह. दु.नि. मुंबई शहर २

दस्ता क्रमांक : 4805/2014

नोंदणी :

Regn 63m

गावाचे नाव : 1) लोअर परेल

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	96669265
(3) बाजारभाव(भाडेपट्टयान्या व्यवहारात पट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	116593344



(4) भू.मापन, पोटहिस्सा व घरक्रमांक (अमल्याम)	1) पाविकेचे नाव: मुंबई मनपाइतर वर्णन : मदनिका नं: ऑफिस नं. आय.टी/आय.टी.ई.एम युनिट नं. ५०४, माळा नं: ५ वा मजला, इमारतीचे नाव: मॅरिथॉन फ्लुवॅरेन्स, ए-ब्लॉक, ब्लॉक नं: मफतलाल मिल कंपाउंड, रोड : एन.एम.जोशी मार्ग, लोअर परेल, मुंबई-४०००१३, इतर माहिती: युनिट-ऑफिस क्षेत्र ४३९.७.४० चौ.फूट कारपेट (C.T.S. Number : 166-PART :)
(5) क्षेत्रफळ	1) 4397.40 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तावेज करून देणा-या/निवृत्त देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालययाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मॅरिथॉन रियल्टी प्रायव्हेट लिमिटेड यांच्यावतीने गुप कंपनी मॅनेजरी आणि अधिकृत व्यक्ती श्री के. एम. 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-४०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 फॅन नं:-AAACM3361R 2): नाव:- परमिका प्रायव्हेट लिमिटेड यांच्यावतीने गुप कंपनी मॅनेजरी आणि अधिकृत व्यक्ती श्री के. एम. 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-४०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 फॅन नं:-AAECP1306P
(8) दस्तावेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालययाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:- ग्लाम बॉल सिस्टम्स 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.वी.एम.मार्ग, मुलुंड-पश्चिम, मुंबई-४०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 फॅन नं:-AADCG9248G 2): नाव:- ग्लाम बॉल सिस्टम्स 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.वी.एम.मार्ग, मुलुंड-पश्चिम, मुंबई-४०००८०, महाराष्ट्र, मुंबई. पिन कोड:-400080 फॅन नं:-AADCG9248G
(9) दस्तावेज करून दिल्याचा दिनांक	12/06/2014
(10) दस्ता नोंदणी केल्याचा दिनांक	13/06/2014
(11) अनुक्रमांक, खंड व पृष्ठ	4805/2014
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	5835000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) क्षेत्र	

खरी प्रत
नक्कल तपासली
नक्कल केली

वरिष्ठ लिपीक

श्री/श्रीमती विष्णू ए.ए.
यांना त्यांचे ता. १४/०६/१४ च्या अर्जानुसार
क्र. ५५५ नक्कल दिली तारीख १४/०६/१४

सह दुय्यम निबंधक/मुंबई शहर क्र. २



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन - २०१४

1. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक २५/ डी
2. सादरकर्त्याचे नांव:- बबई वॉल सिस्टम्स (इंडिया) प्रा. लि
3. तालुका:- मुंबई / अंधेरी / बोरीवली / कुर्ना / उल्हासनगर
4. गावाचे नांव:- लोअर पेरेल
5. नगरभुमापन क्रमांक/ ~~मदरे क्र.~~ अंतिम भुखंड क्रमांक:- १६६ - पॉट
6. मूल्य दरविभाग (झोन):- १२/९१ उपविभाग:- _____
7. मिळकतीचा प्रकार:- खुली जमीन / निवासी / कार्यालय / दुकाने / औद्योगिक / प्रति चौ. मी. दर:- २२६८००/-
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ:- ४३१०.४० कारपेट/क्विल्ट अप चौ. मीटर/फूट ४०६.७० - चौ. मी.
9. कारपाकिंग:- _____ गच्ची:- _____ पोटगाला:- _____
10. मजला क्रमांक:- ५ वा उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष:- २०१० घसारा:- _____
12. बांधकामाचा प्रकार:- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. वाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- _____ ज्यान्वये दिलेली घट / वाढ
14. भाडेकरू व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (चौ. मी.) :- _____
2. नवीन इमारतीत बांधकाम :- _____
3. भाड्याची रक्कम :- _____
15. लिट्ट अँड लायसन्सचा दरत:- 1. प्रतिमाह भाडे :- _____
निवासी/अनिवासी 2. अनामत रक्कम/प्रमाण भाडे:- _____
3. कालावधी:- _____
16. निर्धारित केलेले वाजारमूल्य:- ११,६५,९३,३४४/-
17. दस्तामध्ये दर्शविलेला मोबदला:- ९,६६,६९,२६५/-
18. देय मुद्रांक शुल्क:- ५८,२९,०००/- भरलेले मुद्रांक शुल्क:- ५८,३५,०००/-
19. देय नोंदणी फी:- ३०,०००/-



बबई - २
४४०५१ / ०६
२०१४

लिपीक

सह दुय्यम निबंधक

$225800 \times 408 \times 1.2 \times 1.05 = 116593344/-$

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती

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

13019005845468

Bank/Branch: IBKL - 6910331/MULUND
Pmt Txn id : 43216904
Pmt DtTime : 11-Jun-2014@11:30:45
ChallanIdNo: 69103332014061150304
District : 7101-MUMBAI

Stationery No: 13019005845468
Print DtTime : 11-Jun-2014@11:36:32
GRAS GRN : MH001154844201415S
Office Name : IGR183-BOM2_JT SUB REGI

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 58,35,000/- (Rs Five Eight, Three Five, Zero Zero Zero only)

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

Article : A25-Conveyance/Sale/Transfer/Assignment Deed
Prop Mvblty: Immovable Consideration: R 9,66,69,265/-
Prop Descr : 504 5th Floor, Wing A, Marathon Futurex, N M Joshi Marg, Lower Parel, Mu
mbai, Maharashtra, 400013

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

Bank official1 Name & Signature

P. 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 ---

ek ek

7

led

OK



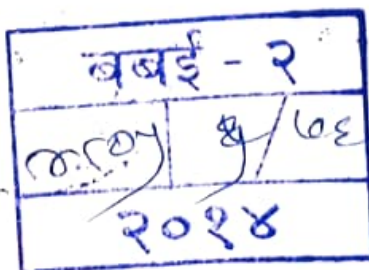
बबई - २
२०१४/३/०६
२०१४

Hot Payment Successful. Your Payment Confirmation Number is 43216904

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

Receipt of Online receipt to get e-SBTR

GRN Number	MH001154844201415S
GRN Received Date	11-06-2014 11:30:45
Bank CIN	69103332014061150304
CIN Date	11-06-2014
Payment Reference Number	43216904
Stamp Duty Amount- 0030045501-75	5835000.00
Registration Fees Amount- 0030063301-70	30000.00
Total	Rs.5865000.00/-
Amount in Words	Fifty Eight Lakhs Sixty Five 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 Pvt Ltd
Duty Payer ID	PAN-AABCG9248G
Article Code	A25-Conveyance/Sale/Transfer/Assignment Deed
Consideration Amount	96669265
Movability	Immovable
Property Area	4397.00 Sq.Feet
Other Payer Party Name	Marathon Realty Pvt Ltd and Pioneer Pvt Ltd
Other Payer Party ID	PAN-AAACM3361E





AGREEMENT FOR PREMISES

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

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**.

ux
ux

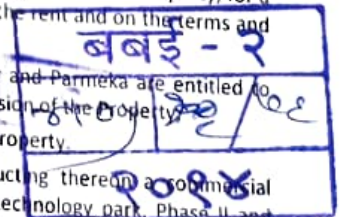
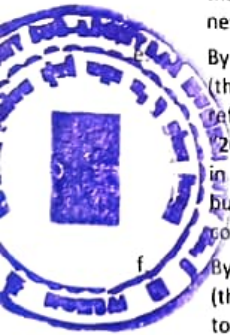
[Signature]

[Signature]

बबई - २	
मसुदा	७/७९
२०१४	

WHEREAS :-

- a. One Mafatlal Industries Limited ("Mafatlal 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. Mafatlal 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 Mafatlal 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**"), Mafatlal 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, Mafatlal 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.
- By and under an MOU dated January 3, 2007 executed between Mafatlal 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**"), Mafatlal 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 Mafatlal 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, Mafatlal 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



Handwritten signatures and initials at the bottom of the page, including a large signature and the number '2'.

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 Mafatlal Industries in favor of Mr. Chetan Shah and Mr. Mayur Shah as directors of the Developer, Mafatlal Industries (the "Attorneys") (the "2007 POA"), Mafatlal Industries has interestedly authorised the Attorneys to do certain acts, deeds and things pertaining to the development of the Property as more particularly set out therein including, executing 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 IGC 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
 - (ii) the Developer is proposing to construct 25 or more upper floors above the 13th floor of the Building; ;

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.

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



बवई - २

२०१०	११/०६
२०१४	

3

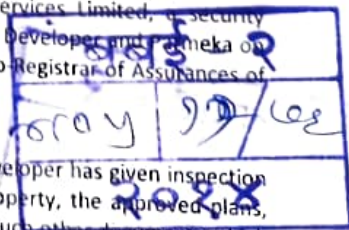
[Handwritten signatures and initials]

- (iii) Twenty III")
- q. The Purchaser is use for public pa the MCGM and
- r. The Developer has entered into made by the Pu modifying the p is no change in to the Purchase
- s. While sanction restrictions wh developing the Occupation and MCGM. The D terms and con ensure that no
- t. The Developer Rs.400,00,00,0 "Loan Amount Agreement dat (therein refer same as set ou to as the "Bank
- u. (i) In con March and th Registr Develop inter a condit Agree been condit conso Septe as ins other
- (ii) a.
- b.
- v. The aforesaid Re-Conveyan Trustee appo 09th April, 2 Mumbai City
- w. The Purchas to the Purch specification are specifie the rules n Developer t
- x. The copy of dated May

use

(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 (details 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 on the terms 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 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



lex

ell

4

Handwritten signature

Handwritten signature

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/ITES Premises on ownership basis and the Purchaser has on the representation made by the Developer, No. 504 on the 5th floor in Wing A of the Building on the Property (the "Premises") recorded in this agreement agreed to purchase the same for the total consideration of Rs.9,66,69,265/- (Rupees Nine Crores Sixty Six Lakhs and Sixty Nine Thousand Two Hundred and Sixty Five 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 presents and also to get the same registered under the Registration Act, 1908;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE 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 32 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 user such as Residential, Commercial, Service Apartment and Hotel; in accordance with the plans, designs, specifications to be approved by the MCGM and 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.



बवई - २
२०१४

Handwritten signatures and initials at the bottom of the page.

- 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.504 of carpet area admeasuring 4397.4 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.9,66,69,265/- (Rupees Nine Crores Sixty Six Lakhs and Sixty Nine Thousand Two Hundred and Sixty Five 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 interalia 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.

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

Rs.9,66,69,265/-	being the total Consideration on or before the execution of this Agreement of the said premises the receipt <u>वॉचर</u> is acknowledged by the Developer):
	2023/08

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



Handwritten signatures and initials at the bottom of the page, including a signature with the number '6' and a signature with a checkmark.

and/or in law, the Purchaser agrees to pay to the Developer interest at the rate of 18% (eighteen) per annum on all the amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement and from the date the said amount is payable by the Purchaser to the Developer until the date such outstanding amount is received by the Developer.

- 6.
- 2.5.1. On the Purchaser committing default in payment (time being the essence of this contract) of any amount due and payable by the Purchaser to the Developer under this Agreement (including the Purchaser's proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement.
- 2.5.2. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser 10 (Ten) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions pursuant to which it is intended to terminate the Agreement and a default shall have been made by the Purchaser in remedying such breach or breaches within 10 (Ten) days after giving of such notice;

3. **OBLIGATIONS OF THE DEVELOPER**

3.1. The Developer will commence construction of the Building in accordance with plans and with only such variations and modifications as the Developer may consider necessary and/or convenient and/or as may be required by the MCGM and/or any other concerned authority/s (hereinafter referred to as "Sanctioning Authorities") to be made by them.

3.2. The Developer agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Premises to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Premises.

3.3. The Developer hereby declares that Floor Space Index (FSI) at present available in respect of the Property described in the Second Schedule hereunder written, is in aggregate approximately 2.66 and that no part of the said FSI has been utilized elsewhere for any purpose whatsoever or exceeded. The FSI entitlement in respect of the Property to an extent of 4.00 is available for sanction or sanctioned hereafter will be available to the Developer as per D.C. Regulations as may be applicable;

3.4. The Developer hereby agrees that it shall, before handing over possession of the Premises to the Purchaser and in any event before execution of the Deed/s of Apartment in favour of the unit purchasers in respect of the premises and the proportionate undivided leasehold interest in the Property make full and true disclosure of the nature of its title to the land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the property, and shall as far as practicable, ensure that the Property is free from all encumbrances and that the Developer has absolute, clear and marketable title to the Property so as to enable him to grant to the unit purchaser such absolute, clear and marketable title on the execution of deeds of apartment by the Developer in favour of the purchasers.

FIXTURE AND FITTINGS

- 4.1. The Developer will provide the cold shell Premises as set out in Annexure "6A" annexed hereto;
- 4.2. The Developer will provide the amenities in the Building as set out in Annexure "6B" annexed hereto;
- 4.3. The Developer will provide the amenities in the layout of the Property as set out in Annexure "6C" annexed hereto;

5. **LAYOUT OF THE PROPERTY**

Handwritten signatures and initials are present at the bottom of the page, including a large signature and several smaller initials.

- 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, cafeterias, 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 hereinafter 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



Handwritten signature and date: 20/07/2008

Handwritten signatures and initials at the bottom of the page.

neon sign and for that purpose, the Developer is fully authorized to carry out temporary or permanent construction or erection or installation of any sign on the exterior of the Building as the case may be and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by him/her/them and/or claim any compensation or damage or loss on any ground of inconveniences or any other ground whatsoever from the Developer. The Developer shall be entitled to install its logo in one or more places in or upon the Building and the Developer reserves to itself full and complete right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

6.7. The Purchaser hereby agrees and confirms that the Developer shall be entitled to complete the development of the Property in a phase wise manner and that the Purchaser shall not raise any objection or claim with respect to the development of the Property. The Purchaser hereby agrees and confirms that the Car Parking Area, the Recreation Ground area in the Building, will be completed and operational by June 2014.

6.8. The Purchaser agrees and gives his irrevocable consent to the Developer for carrying out the amendments, alterations, modifications and/or variations to the phase wise scheme of development in respect of the Property and/or to the further building/s plans, if any, in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not).

6.9. The Developer shall have a first charge or lien on the Premises in respect of any amounts payable by the Purchaser under the terms and conditions of the Agreement.

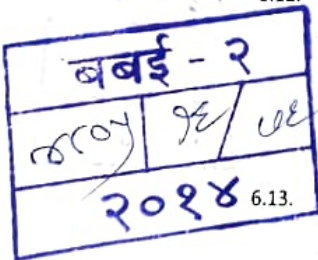
6.10. The location of the Building and the common areas and amenities, including the recreation ground, the cafeteria as shown in the sales brochures or locational layout for the Property, is a provisional one. As part of development of the Property, the Developer is entitled and hereby irrevocably authorized by the Purchaser to alter/modify the layout of the Property, including altering, modifying, relocating and reshaping the recreation ground and the common areas and amenities shown in the presently approved layout or in brochures of sales promotion etc. The Developer shall be authorized to construct any building or structure in area currently designated as RG on the layout by relocating it or varying its size. The Purchaser hereby irrevocably authorizes and gives permission in favour of the Developer to modify, relocate, reshape or vary the recreation ground or the common areas and amenities or to put up any construction on such recreation ground after obtaining the requisite approvals from the appropriate authority under D.C Regulations as may be applicable.

6.11. The Purchaser hereby agrees and confirms that the Developer shall be entitled to complete the development of the Property in a phase wise manner and that the Purchaser shall not raise any objection or claim with respect of the development of the Property.

6.12. Till the entire development of the Property is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, banquet halls, restaurants, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard.

6.13. The Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property and/or the Building, provided that the same does not in any way prejudice the rights of the Purchaser in respect of the Premises.

6.14. The Developer shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas and their dimension as the Developer deems fit and



५६ ५६ १ ०५ ५५

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.

7. **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 with it/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.

8. **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.



बसई
राजगुरु/५२
२०२४

Handwritten signature and initials.

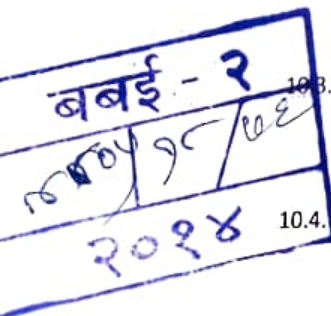
Handwritten signature and initials.

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 and 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 are not intended to apply and shall not apply to the Property and /or the Building and/or to this Agreement; and
- 9.1.3. A condominium ("Condominium") is intended to be created as 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 applications, 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 or 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 purchasers 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



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 hereinabove 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.



2028	2028
2028	2028

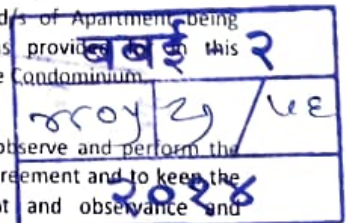
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

		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. 8,92,980/-	being 6 months deposit towards proportionate share of maintenance and property taxes
	Rs. 11,33,980/-	Total(Rupees Eleven Lakhs Thirty Three Thousand Nine Hundred Eighty 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 engrossing 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, till 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 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 business purpose in accordance with IT/ ITES Policy of 2003 as amended from



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

inspection of documents of title in respect of the Property and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate dated 14.01.2010 issued by Mahimtura & Co., Advocates & Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title to the Property.

- 14.6. The Purchaser shall have no claim save and except in respect of the Premises and the proportionate share of the Purchaser in common areas. All other areas 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 there from to the Purchaser. The Developer shall not be liable for any loss or damage or be 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 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. **NOTICES**

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 registered letter, courier service, personal delivery or facsimile. Date of service



वर्कश - 3
8704 20/02
2028

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 : AADCG 9248G.

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.

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

- 19.4. 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, 729, 662, 663, 787, 689, 759, 661, 737, 664, 665, 733, 737 and 762, Collectors' New

cek

cek

बबई - २
२०२४

Nos.1/2661, 1C/12646, 1A/12642, 12732, 12655, B/12642, New Survey Nos. 1/2681, 1/2682, 1/2683, 1/2684, 1, 2, 3/2684, 1, 2, 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), 2268(3), 2268(4), 2268(5), 2268(6), 2268(7), 2268(8), 2268(9), 2268(10), 2268(11), 2268(12), 2268(13), 2268(14), 2268(15), 2268(16), 2268(17), 2268(18), 2268(19), 2268(20), 2268(21), 2268(22), 2268(23), 2268(24), 2268(25), 2268(26), 2268(27), 2268(28), 2268(29), 2268(30), 2268(31), 2268(32), 2268(33), 2268(34), 2268(35), 2268(36), 2268(37), 2268(38), 2268(39), 2268(40), 2268(41), 2268(42), 2268(43), 2268(44), 2268(45), 2268(46), 2268(47), 2268(48), 2268(49), 2268(50), 2268(51), 2268(52), 2268(53), 2268(54), 2268(55), 2268(56), 2268(57), 2268(58), 2268(59), 2268(60), 2268(61), 2268(62), 2268(63), 2268(64), 2268(65), 2268(66), 2268(67), 2268(68), 2268(69), 2268(70), 2268(71), 2268(72), 2268(73), 2268(74), 2268(75), 2268(76), 2268(77), 2268(78), 2268(79), 2268(80), 2268(81), 2268(82), 2268(83), 2268(84), 2268(85), 2268(86), 2268(87), 2268(88), 2268(89), 2268(90), 2268(91), 2268(92), 2268(93), 2268(94), 2268(95), 2268(96), 2268(97), 2268(98), 2268(99), 2268(100)

- On or towards North : by the property of CB Gorwala
- On or towards South : partly by the property hereinafter described in 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 Registrar's District of Mumbai containing by admeasurement 9594 square yards 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 De Lisle road under G/ South Ward.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

All that the IT/ITES Unit No. 504 of carpet area admeasuring 4397.4 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 of 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.



बवई - ३
 २०११
 २०११

lee *Lee*

lee *Lee*

बबई - २
 २०१४/२५/७६
 २०१४

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 11/01/2013 in presence of

MR. K.S. RAGHAVAN Director/Authorized Signatory

who has affixed his signature in token thereof in the presence of..

1. Jitendra S Pawar
2. D. K. Rao

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

MR. K.S. RAGHAVAN Director/Authorized 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) Pvt Ltd

is affixed hereto pursuant to the Resolution passed in that behalf by its Board of Directors in their meeting held on 19/5/14 in the presence of

Mr. Jawahar H. Hemrajani

Mr. Kamlesh A. Choudhari

Directors who has affixed

his signature in token thereof

in the presence of...

1. Jitendra S. Pawar
2. D. K. Rao



For **Marathon Realty Pvt. Ltd.**

[Signature]

Authorised Signatory



For **PARMEKA PVT. LTD**

[Signature]

Authorised Signatory



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

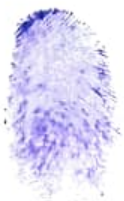
[Signature]

Director

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

[Signature]

Director



ANNEXURE '2'

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
उद्योग संचालनालय
DIRECTORATE OF INDUSTRIES

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

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



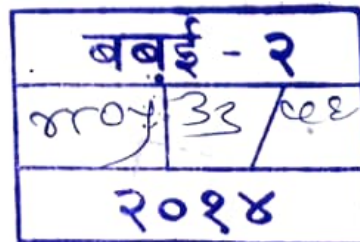
Sub: - Letter of Intent to Private Information Technology Park
" Marathon Futurex" Mumbai

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 for the
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 No./ Plot No. : CS No. 166.
Information Technology Park ii) Village/Town/ City : Lower Parel Division
iii) Taluka/District : Mumbai.
- (4) Total Area : 27163.38 M².
i) Area under ownership : 27163.38 M².
ii) Area under Lease : Nil

महाराष्ट्र शासन, नवीन प्रशासन भवन, दुसरा मजला, मंत्रालयवाडी रोड, मंत्रालय इमारत जवळ, मुंबई - ४०० ०३२
New Administrative Building, 2nd Floor, Opp. Mantralaya, Madam Cama Road, Mumbai - 400 032.
दुरध्वनी : २२०२ २१०५ E-mail: diti@maharashtra.gov.in कार्यालय : २२०२ २१२६





Mahimtura & Co.

Advocates & Solicitors

S. C. Mahimtura

Ref. No.



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

Title Certificate

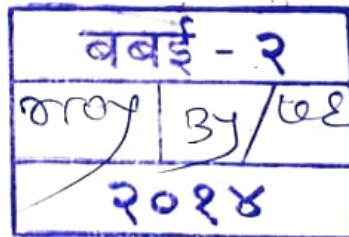
Re: Lands bearing Cadastral Survey No. 166 (part)
(Lower Parel Division) at Delisle Road, Mumbai

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 Schedule hereunder written.

- (b) Leasehold land admeasuring 9594 square yards equivalent to 20000 square meters or thereabouts bearing Cadastral Survey No. 166 Upper Lower Parel Division situate at Delisle Road less area admeasuring 16000 square meters acquired for Municipal School (hereinafter referred to as "Leasehold land") and more particularly described Secondly in the Schedule hereunder written.

The Freehold land and the Leasehold land are hereinafter collectively referred as "the Larger Property" and the same is shown delineated in red 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 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 gross built-up area/FSI that may be available in any manner or as sanctioned under the DC Regulations, 1991 which is more particularly described in the Second Schedule hereunder written which has been acquired by 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 out of the Freehold Lands described firstly in the First Schedule hereunder written.

Handwritten stamp in blue ink:

वर्क - २	
32/62	
२०१४	



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 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 carrying on textile manufacturing from the Larger Property. However, after 1997,



बवई - २	
मार्च	३०/१९९८
२०१४	

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 15 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 for 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 dues.

(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.

G. Development Plan Remarks:

dm

बबई - २	
२००७	३१/०९
२०२४	



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:**

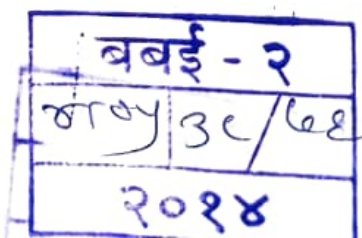
(1) In view of the various orders and permissions which the Larger Property are referred hereinabove, out of it became permissible to develop the residue of the Larger Property by utilising F.S.I. of 22,182.42 square meters equivalent to 2,38,000 square feet or more by constructing commercial/residential 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 2003 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 _____ to the plans sanctioned vide IOD bearing No.



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, Akriti Center Point, M.I.D.C. Central Road, next to Marol Telephone Exchange, Andheri (E), Mumbai 400 093 is appointed as an agent on behalf of the Banks/Financial Institutions mentioned hereinabove on the terms and conditions mentioned therein.

L

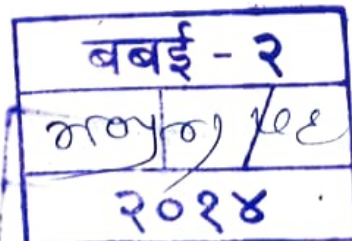
वर्क - २	
१०/००	७२
२०१४	



(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. 12661, 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 NM 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 2594 square yards

for

बबई - २
श्रीगणेशाय नमः
२०२४



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 Jannabai 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



बबई - २	
२०१०	२३/०५
२०१४	

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

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

COMMENCEMENT CERTIFICATE

10. Mafatlal Industries Ltd.
Mafatlal House
Churchgate,
Mumbai.



6th. With reference to your application No. 2132/2003 dated 21/2/2003

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 Parel 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 Parel Division Villager/Town Planning Scheme No. N.M. Joshi Marg, Lower Parel

Situated at Road / Street 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.

Received the above certificate for the purpose of the development work on the property bearing C.S.No. 166 of Lower Parel Division, Mumbai.

17/5/04

बबई - २
२००४/५६
२०२४

P.T.O.

Kind attn = Mr. Manish, Futurex B.E.S.T. file
The Brihan Mumbai Electric Supply & Transport Undertaking
(OF THE BRIHAN MUMBAI MAHANAGARPALIKA)

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: 27 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

"BEST Travel Saves Fuel"

The Brihan Mumbai Electric Supply & Transport Undertaking

(OF THE BRIHAN MUMBAI MAHANAGARPALIKA)

TELEPHONE : 24141270
FAX : (022) 22856262
TELEX : (022) 22851244
TELEGRAM : 1185755 BEST IN
BEST, MUMBAI-400 001

Deputy Chief Engineer,
Customer Care (North West)
2nd Floor, Transportation Engineering Bldg.,
Kheddad Circle, Tilak Road
Dadar (T.T.) (East), Mumbai - 400 014.

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

ADDRESS ALL COMMUNICATION BY TITLE
NOT BY NAME

OUR REF. DCECC(N/W)/LWP-342/411/10649 /2013

DATE 27 JUN 2013

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

Dear Sir,

Sub : NOC for supplying power to downstream consumers of
"Marathon Futurex" at C.S.No.166 of Lower Parel Division
N.M. Joshi Marg, Mumbai.

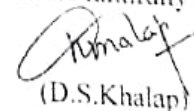
Ref : Your letter No.MRPL/BEST/095 dtd.12/06/2013.

We have "No Objection" for supply of Electric Power by M/s. Marathon Realty Pvt.Ltd., to all downstream consumers in their above mentioned premises subject to the condition that you have to accept the terms and condition which will be added in the present draft Franchisee Agreement and finalisation of the "Franchisee Agreement" by BEST accordingly. After approval of the Management, the terms and conditions will be intimated to you.

Downstream consumers are to be charged as per BEST tariff schedule as applicable i.e. LT-II (Commercial) mentioned in tariff book of BEST from the date of commencement of supply.

Thanking you.

Yours faithfully



(D.S.Khalap)
Dy.Chief Engineer
Customer Care (N.W)



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. MMCB/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





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-504/I/2015-16/30	Bill Date	13.08.15	Due date	30.09.15	Area	6765 sq.ft.	Rate / Sq.Ft.	Rs.22/-
----------	-----------------------	-----------	----------	----------	----------	------	-------------	---------------	---------

To,

GLASS WALL SYSTEMS (INDIA) PVT LTD.

Unit No.-A-504, 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. 1217700	
Add Other Dues- @Rs.10/-		1014750
Add Service Tax @ 14 %		142065
Add Interest	Rs. 0	
Total Dues	Rs. 1217700	1156815
Total Receivable Amount	Rs. 2374515	

Rupees Twenty Three Lacs Seventy Four Thousand Five Hundred Fifteen 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: