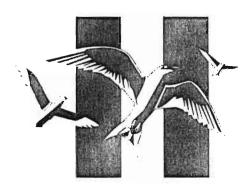


HRANANDANI HERITAGE

AGREEMENT FOR SALE

BUILDING NAME STONIA 3

FLAT NO.: 201



HIRANANDANI HERITAGE

AGREEMENT FOR SALE

BUILDING NAME ESTONIA B

FLAT NO.: 201

Original

Thursday, April 28, 2011 6:45:53 pm

पावती

नोंदणी 39 म. Regn. 39 M

पावती **क्र.** : 4360 दिनांक : 28/04/2011

गावाचे नांव : कांदिवली

दस्तरेवजाचा अनुक्रमांक : वदर16 - 4185 - 2011

दस्त ऐवजाचा प्रकार

: करारनामा

सादर करणा-याचे नाव : मे डेबाशु सर्विसेस प्रा ति तर्फे संचालक सप्तर्षी नाह - - .

फी

नोंदणी फी

₹.30,000.00

दस्त हाताळणी फी

₹.2,340.00

पृष्ठांची संख्या : 116

एकुण रु.32,340.00

आपणास हा दस्त अंदाजे 7:05PM ह्या वेळेस मिळेल

सह दु. नि. बोरीवली 7

बाजार मुल्य : रु.10,159,920/-

मोबदला = रु.17,200,500/-

भरलेले मुंद्राक शुल्क : रु.842,800/-

1) देयकाचा प्रकार :By Demand Draft रक्कमः रु.३०,००० के विदेशक वोरीवली-७, डीडी/ धनादेश क्रमांक :958446 दिनांक :16/03/2011 केंद्र उपनगर जिल्हा. वैंकचे नाय व पता :भारतीय स्टेट बैंक

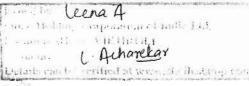
2) देयकाचा प्रकार :By Cash रक्कम: रु.2,340



INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH02205387953540J

17-Mar-2011 04:37 PM

SHCIL (FI)/ mhshcil01/ VIKHROLI/ MH-MSU

SUBIN-MHMHSHCIL0102353994211743J

DEBASHU SERVICES PVT LTD AND OTHERS

Article 25(b)to(d) Conveyance

FLAT NO201, ESTONIA B, HIRANANDANI HERITAGE, POISAR

BRIDGE, S V RD, KANDIVALI W, MUM-67

(One Crore Seventy Two Lakh Five Hundred only)

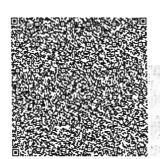
HIRANANDANI SERVICES PVT LTD

DEBASHU SERVICES PVT LTD AND OTHERS

DEBASHU SERVICES PVT LTD AND OTHERS

8.42.800

(Eight Lakh Forty Two Thousand Eight Hundred only)





Please write or type below this lir

DEBASHU SERVICES PUT LTD

SAPTARSHI NAMA

ANANDITA NAMA





The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs). The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.sticilestamp.com".

SHCİL-MAHARÁSHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel: 022-61778151

E-mail:

Mode of Receipt

Account Id:

mhshcil01

Account Name: SHCIL-MAHARASHTRA

Receipt Id:

RECIN-MHMHSHCIL01020902815117453

Receipt Date: 17-MAR-2011

Received From : DEBASHU SERVICES PUT LTD AND OTHERS	Pay To:		
Instrument Type: RTGS	Instrument Date: 16-MAR-2011		
Instrument Number: SBINH11075304380	Instrument Amount: 842800 (Eight Lakh Forty Two Thousand Eight Hundred only)		
Drawn Bank Details			
Bank Name : STATE BANK OF INDIA	Branch Name: NAGPUR		
Out of Pocket Expenses: 0.0 ()			





Stock Holding Corporation of India Limited

March 25, 2011

To

The Joint Sub Registrar

Borivali

Dear Sir,

Sub: Estamp Certificate No. IN MH02205387953540J

Please refer to Certificate No. IN - MH02205387953540J issued on 17-March-2011 the first party details has been inadvertently mentioned on the certificate as Hiranandani Services Pvt. Ltd.

However, the correct details of the first party should be read as **Hiranandani Constructions Pvt. Ltd.**This letter is being issued on the request of Ms. Hiranandani Constructions Pvt. Ltd.,

Thanking you,

· Yours faithfully,

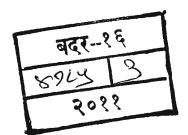
(LANET GONSALVES)

BRANCH HEAD -SHCIL VIKHROLI

STOCK HOLDING CORPORATION OF INDIA LTD.

25, GR. FLOOR, HAZARI BAUG STATION ROAD, VIKHROLI (W)

MUMBAI - 400 083



Registered Office: 301, Centre Point, pr. Babasaheb Ambedkar Road, Parel, Mumbai - 400 012.

Phone: 91-22-6177 9400 to 09, Fax: 91-22-6177 9022

Website: www.shcil.com



ARTICLES OF AGREEMENT made at Mumbai this	The same
day of APRIL , in the Year Two thousand	(n)
and ELEVEN BETWEEN HIRANANDANI CONSTRUCTIONS	1 1/1/20
PVT. LTD., a Company registered under the Companies Act, 1956,	Jan
and having its Registered office at 514, Dalamal Towers, Nariman	14/.
Point, Mumbai - 400021, hereinafter called the "PROMOTERS"	
(which expression shall unless it be repugnant to the context or the	•
meaning thereof mean and includes its successors and assigns) of	
the ONE PART;	
AND 8929 7	MAN.
Mr. / Ms. / M/s. DEBASHU SERVICES PVT. LTD. (ACTIN)	G-
THROUGH ITS DIRECTORS), SAPTARSHI NAHA & ANAI of, Indian Inhabitant / a Company, registered	* 4 0 -
under the Companies Act / Partnership, registered under Indian	

hereinafter called the "PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns and in case of a Company, its successor and in case of Partnership Firm, its Partners for the time being) of the OTHER PART;

Partnership Act and residing at _____

For Debashu Services Pyto LtG.

T. Times

WHEREAS

- (i) Xpro India Ltd., a Company incorporated under the Companies Act, 1956, are the owners of all those pieces and parcels of land or ground situate, lying and being at Villages Poisar and Kandivali, Taluka Borivali in the Registration District and Sub-district of Mumbai City and Mumbai Suburban bearing C.T.S. no. 13/A, 13/A/1 to 13/A/13 of Village Poisar and C.T.S. no. 27 of Village Kandivali, admeasuring about 29,613.6 sq. mtrs., as more particularly contained Firstly in the First Schedule hereunder written, (hereinafter referred to as the "Said Larger property").
- (ii) The said Xpro India Ltd. (hereinafter referred to as "the Owners") have vide Agreement for Development dated 8th September, 2003, appointed the Promoters as the developers of the Said Larger Property and agreed to grant the right interalia to develop the same, as contained therein. The said Agreement for Development is registered with the Sub-Registrar of Assurances, Borivali, MSD, under serial no. BDR5/8304/2003. The Owners also executed interalia Further Supplemental Agreement dated 30th March, 2007, in favour of the Promoters, as contained therein and placed the Promoters in quiet and peaceful possession of the Said Larger Property with the right interalia to deal with and develop the same. The Owners have also executed a Power of Attorney dated 12th November, 2008, in favour of the Promoters, authorizing the Promoters to do and carryout the various acts and deeds, as contained therein. The said Power of Attorney has been registered with the Sub-Registrar of Assurances at Borivali, under serial no. BDR12/9083/2008.

(iii) Accordingly, the inhotors afterntitled to develop the Said Larger
Property and Island Reprint the Promoter of Property and Island Reprint the Property and Island Reprint the Promoter of Property and Island Reprint the Property and Islan

Said Larger Property in place wise manner over a period of time.

The Promoters are accordingly now constructing a residential building "_ESTONIA B _______, having ________, having _______, as more particularly on a portion of the Said Larger Property, as more particularly described Secondly in the First Schedule hereunder written (hereinafter referred to as the "Said Property"). The Said Property is not a subdivided plot. The plans for the construction of the said building have been sanctioned under IOD issued by the Municipal Corporation of Greater Mumbai (MCGM) dated 30th January, 2009, under No. E.B./CE/A_4580 BS/AR and C.C. dated 6th October, 2009, copies whereof are annexed hereto and marked with Letter "A" collectively. The Promoters are therefore entitled to sell and/or allot Flats and other premises in the said proposed building.

- (v) The title of the said Owners in respect of the Said Larger Property has been certified by Mr. Suryakant Jadhav, Advocate as per his Certificate of Title dated 13th November 2009, a copy of which is annexed hereto and marked with Letter "B".
- (vi) The Said Property stands in the revenue records in the name of the Owners; a copy of relevant P.R. Card, showing the name of the Owners, is annexed hereto and marked with Letter "C".
- (vii) The Promoters have given to the Purchasers inspection of the plans and other documents in respect of the said Property / building as provided under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 and the rules framed thereunder, which the Purchasers specifically confirm.
- (viii) The parties hereto are desirous of recording the terms and conditions agree them as hereinafter appearing.



The Promoters are constructing the proposed building as per the sanctioned plans arroved under I.O.D. and C.C., issued by

Por Debashu Services Pur Lee.

Oirector

Municipal Corporation of Greater Mumbai (MCGM), copies whereof are annexed hereto and marked with Letter - "A" collectively. The Purchaser/s confirm/s that he/they has/have inspected the originals of the said plans and I.O.D. and C.C. and Purchaser/s confirms that the copies annexed hereto are the true copies of the said plans, the said I.O.D. and C.C. and the same have been inspected by the Purchaser/s prior hereto.

Th	ne Promoters have agreed to	sell and the Purchaser/s has/have					
ag	agreed to purchase Flat / Premises No on						
	2 ND Level, admeasuring 137 sq. mtrs. (carpet area)						
w	which is equivalent to 1475 sq.ft (hereinafter referred to as						
"ti	ne Said Premises") for the p	rice of Rs. 172,00,500/_					
(R	upees ONE CRORE 3	SEVENTY TWO LAKHS					
_	FIVE HUNDRED	ONLY/-					
_		only)					
to	be paid by the Purchaser/s	s to the Promoters in the following					
im	anner:						
a.	Rs. 12,50,000/-	Deposit/ Earnest Amount.					
b.	Rs. 33, 12, 900/-	On or before 30/06/2010 . 4 75					
c.	Rs	On or before					
d.	Rs	On or before					
e.	Rs	on Completion of plinth.					
f.	Rs	On completion of 1st Slab.					
g.	Rs	On completion of 2nd Slab.					
h.	Rs	On completion of 3rd Slab.					
i.		On completion of 4th Slab.					
j.	Rs. 4,13,500/-	H Will completion of 5th Slab.					
k.	Rs. 4,13,500/	On completion of 6th Slab.					
1.	Rs. 413 500	On completion 7th Slab.					
m	. Rs. 4 13 500	On completion 8th Slab.					
n.	Rs. 413,500/	On sompletion 9th Sep. 2 E					
o.	Rs. 4,13,500/-	Officempleton o Turn Slab.					
p.	Rs. 4,13500/	On completion of the Stab.					
q.	Rs. 4,13,500/	On completion of 12th Slan					
r.	Rs. 4,13,500/-	On completion of 13th Slab.					

For Debashu Services Pytelta.

s.	Rs. 413,500/-	On completion of 14th Slab.		
t.	Rs. 4 13 506/-	On completion of 15th Slab.		
u.	Rs. 413500/-	On completion of 16th Slab.		
v.	Rs. 4,13,500/-	On completion of 17th Slab.		
w.	Rs. 4,13,500/-	On completion of 18th Slab.		
х.	Rs. 413500/-	On completion of 19th Slab.		
y.	Rs. 4 13 500/-	On completion of 20th Slab.		
z.	Rs. 413500/-	On completion of 21st Slab.		
aa.	Rs. 4,13,500/-	On completion of 22nd Slab.		
bb.	Rs. 4,13,500/-	On completion of 23rd Slab.		
cc.	Rs. 4,13,500/-	On completion of 24th Slab.		
dd.	Rs. 413,500/-	On completion of 25th Slab.		
ee.	Rs. 4 13,500/	On completion of 26th Slab.		
ff.	Rs. 4, 13, 500/-	On completion of 27th Slab.		
gg.	Rs. 413,500/	On completion of 28th Slab.		
hh.	Rs. 4,13,500/_	On completion of 29th Slab.		
ii.	Rs. 413,500/	On completion of 30th Slab.		
jj.	Rs. 4 13,500/	On completion of 31st Slab.		
kk.	Rs	On completion of 32nd Slab.		
11.	Rs	On completion of 33 rd Slab.		
mm.	Rs	On completion of 34 th Slab.		
nn.	Rs	On completion of 35 th Slab.		
00.	Rs. 10,59,600/-	On Possession being offered.		
Rs. = 172.00,500/-TOTAL				
On possession of the Said Premises being offered by the				
Promoters to the Purchaser/s as Licensee ponding execution				

On possession of the Said Premises being offered by the Promoters to the Purchaser/s as Licensee, pending execution of Deed of Conveyance in favour of the Registered Cooperative Society, Limited Company or Condominium of Apartments as the case may be and upon the execution of such Conveya al License to enter upon and Promoters ha under this Agreement and the given by the

For Debashy Carvice

Purchaser/s shall be bound to pay the amount of installments within twenty days of the Promoters giving intimation to the Purchaser/s at the said address under certificate of posting.

- It is expressly agreed that subject to the provisions of this agreement, the Purchaser/s shall be entitled to use the common areas and facilities appurtenant to the Said Premises and the nature, extent and description of such common areas and facilities and the percentage of the undivided interest which the Purchaser/s shall enjoy in the common areas and facilities appurtenant to the Said Premises agreed to be sold are set out the in the Second Schedule hereunder written.
- The Purchaser/s declare/s and confirm/s that he/she/they is/are aware that (i) the Promoters proposed to construct several buildings on the Said Larger Property, utilizing full potential thereof, including by use of TDR as may be permissible time to time in a phased manner and the Purchaser/s either himself / themselves or the Organization of the Purchasers shall not be entitled to object to the same in any manner whatsoever and the Purchaser/s give his/their consent to the same and (ii) the said building may be interconnected building along with other buildings proposed to be constructed by the Promoters and/or the nominee or nominees of the Promoters and the Purchaser/s give his/her/their consent for the same.
- The Purchaser/s hereby further declare/s and confirm/s that 51 he/she/they has/have no objection, right, title, claim or demand to the other interconnected or adjacent building or buildings to the said building and shall not object or dispute the right of the Promoters to rest cupported, adjoining wing or wings of the oth s and the Promoter at any time hereafter ar dify resubmit a the approved man bolding and other expressly consented the Purchaser/s under this approved the same

agreement is restricted to the Said Premises only subject to due and proper performance, / compliance of all the terms and conditions as contained herein by the Purchaser/s.

- It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities appurtenant to the Said Premises, and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchaser/s will enjoy in the limited common areas and facilities appurtenant to the Said Premises are set out in the Third Schedule hereunder written.
- 7] It is expressly agreed between the Promoters and the Purchaser/s that the Said Premises shall be utilized for residential purpose and for no other purpose or purposes whatsoever. The Purchaser/s agrees not to change the user of the Said Premises without prior consent in writing of the Promoters. Any unauthorized change of user by the Purchaser/s shall render this Agreement voidable at the instance of the Promoters and the Purchaser/s in that event shall not be entitled to any right under this Agreement and/or otherwise howsoever.
- It is expressly agreed that the Said Premises shall contain specifications, fixtures, fittings and amenities as set out in **Fourth Schedule** hereunder written and the Purchaser/s confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises.

Property in a conductive with the sanctioned plans.

The Purchase confirm that the Promotes have given on the Said Larger including the documents of the S

has/have entered into this Agreement after inspecting the aforesaid documents.

The Purchaser/s confirm/s that the installments and all other 11] amounts payable by the Purchaser/s under this agreement, shall be paid on the respective due dates without any delay or default as the time in respect of payment of installments and in respect of all amounts payable under this agreement by the Purchaser/s to the Promoters is of the essence of the contract. If the Purchaser/s make/s delay or default in making payment of any of the installments and/or any other amounts payable under this agreement, the Promoters shall be entitled to interest at the rate of 18 % per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters, without prejudice to their other rights in law and under this agreement. It is further agreed that on the Purchaser/s committing default in payment of either the installments or any other amount or amounts under these due dates (including his/her/their their proportionate share of taxes, rates, cesses, betterment charges, other charges and all other outgoings) and/or commits breach of any of the terms of this agreement, the Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate hereincontained shall be exercised by the Promoters after giving to the Purchaser/s 15 days prior notice in writing, specifying the breach or breaches of the term/s and condition/s on account of which the Promoters intend to terminate the Agreement and if the Purchaser/s continue the default/s in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Tirther agreed that upon termination of this Promoters. It is amount/s Agreement which Purchaser/s 情報 斯ave bailt to the shall stand forfeited prejudice to the sell and dispose of the Said Premises to

persons and at such price and on such conditions as the Promoters may desire and deem fit in their absolute discretion and appropriate the consideration received therefrom and the Purchaser/s shall have no right to dispute or challenge the same in any manner whatsoever.

121 The Purchaser/s is/are aware that the Promoters will sell premises intended to be constructed on the said property with a view ultimately that the Purchasers of all the Premises in the said Building shall be admitted to a Co-operative Society or Limited Company or Condominium of Apartments of all such prospective purchasers as the case may be (hereinafter referred to as the "Said Organization") and upon the purchasers of all the premises in the said building paying in full their respective dues, payable by them to the Promoters and complying with all the terms and conditions of their respective Agreements with the Promoters, and only after the entire Larger Property is fully developed, the Promoters shall execute / cause to be executed Conveyance of the Said Property in favour of the said Organization and the Purchaser/s give/s his/their specific consent to the same.

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It is expressly agreed that the possession of the Said Premises will be handed over by the Promoters to the Purchaser/s by 31ST day of MARCH 2013 , provided the Promoters have received the full purchase price in respect of the Said Premises and all other amounts payable by the Purchaser/s to the Promoters under these presents and Provided the Construction of the said building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and/or no act of God, Civil Vor any notice, Order, Rule, Commotion, nd/or any other Public Body Notification, ຊື່**ກໍຢູ່**Vor any Colurt a**ກໄດ້ເ**ຕົ້ອກຸ es beyond the Sontral of the reason/s a onstruction schedute of the Promoters delay in procuring of any of the Promoters an

Por Debashu Services Pvt. Li

Director



amenities, facilities and/or services and/or there is no delay in procuring any of the permissions / approvals / sanctions (for any reason/s) whatsoever and/or there is no delay in issue of Occupation Certificate and/or Building Completion Certificate by the Municipal Corporation of Greater Mumbai (MCGM) and/or Planning Authority and/or there is no delay because of circumstances which are beyond the control of the Promoters. In any such event, the time to hand over possession of the Said Premises shall stand pro-rata extended.

14] Upon the Purchaser/s taking personal license to use and occupy and/or possession of the Said Premises, whichever is earlier, he/she/they shall have no claim against the Promoters as regards the quality of the building, material used for construction of the Said Premises or of the said building or of the nature of construction of the Said Premises or otherwise howsoever, provided that if within a period of three years from the date of handing over of the Said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any defect in the Said Premises or the building in which the Said Premises is situated or any unauthorized change done by the Promoters in the construction of the building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for the same.

amount being wied by have promium and/or security and/or deposit and/or other lise in an manual ferry amount is/are payable to the MCGM and/or State Covernment and or to like power supplier, water supplier, any other authority towards amenities, facilities, services, whether by way of poentium, betterment charges and/or development tax and/or security

deposit and/or any other amounts, charges for the purpose of giving water connection, drainage connection, electricity connection and/or taxes and/or payments of any nature whatsoever becoming payable by the Promoters, the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the Said Premises and in determining such amount, the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any), making and maintaining of Internal Roads and access to the Said Larger Property / Said Property, drainage layout and all other amenities, facilities and services including providing for any transport facilities to the Purchaser/s of the Premises and maintenance, insurance from time to time till the charge of the said building/property is handed over to the organization of all the Purchasers.

16] (a) The Purchaser/s shall at the time of delivery of the possession of and/or personal licence to use the Said Premises, whichever is earlier, pay to the Promoters following amounts:-

(i)	Rs	250/-	_/=	towar ds	membership
	fees.				

(iv) Rs. 1.05500/- /= provisional amount towards the deposit / premium / charges

ocuring and using electric, water, age connection etc., aggring and district construction and towards and professional charges of

For Debashu Services Pys,

Strector

⁽ii) Rs. 1000/___/= towards share money.

⁽iii) Rs. 5000/- /= towards society formation charges

(v) Rs. 201560/—/= for 24 months towards provisional outgoings for Municipal taxes, water bills, common electric bills, maintenance charges and other society expenses to be maintained with the Promoters till the date the said Organization is a handed over the charge of the said building as per the terms and conditions hereof.

The Promoters shall utilize the aforesaid amounts paid by the Purchasers for meeting all legal costs, charges and expenses including professional cost of the Attorney at Law/Advocates of the Promoters and in connection with the formation of the said organization, preparing its rules, regulations and bye-laws and the cost of preparing this Agreement and Conveyance Deed and the said amounts shall be retained for the said purposes and no interest will be payable to the Purchaser/s by the Promoters thereon.

(b) The balance of the aforesaid amounts, if any, after deduction therefrom towards arrears of taxes and expenses mentioned in the Fifth Schedule hereunder written and all the expenses incurred, will be transferred by the Promoters to the said Organization after the said building / property is transferred to the Said Organization. If, however, such Organization is not formed, the said amount will be retained by the Promoters and the purchaser/s.

the Purchasens hereby agreers to ontribute and pay his/her/their proportionate share towards the costs, charges, expenses, winneipal taxes, all othe outgoings etc., in respect of the items specified in the Fifth Schedule hereunder written. Such share is to be determined by the Promoters having regard to the area

For Debashu Services Pac. LE

12

of each Premises. The Purchaser/s will not be entitled to ask for adjustment of the amounts mentioned herein against the expenses, Municipal Taxes and outgoings.

(d)

The Purchaser/s shall pay to the Promoters the amount of Rs. 1,26,600 to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc., and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters may provide specifically for the Purchasers of premises in the Said Larger Property and earmark the same for the purpose of use thereof by the Purchasers of premises in the Said Larger Property. It is clarified that the said amount is not by way of consideration for acquiring the Said Premises by the Purchaser/s of premises but for the purpose of lumpsum payment for future maintenance in respect of the aforesaid areas. It is further agreed that the Promoters will have full right, absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the Promoters and the Purchaser/s shall have no right to the said amount and the Purchaser/s shall not claim either refund thereof or hold the Promoters liable in that behalf in any manner whatsoever. It is agreed that the Promoters shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation area and repairs thereof, including street lighting etc. It is also repeated and confirmed that the Promoters will storesaid maintenance work make arrangemen and make dili at behalf. However, the Promoters s iny act of commission mantenance or omission and other to as by internal layo aid amount is baid by the Purchaser/s omoters and the Prometers will

For Debashu Services Pyr, Led

Director

endeavour in reasonable manner to provide for the

same. It is agreed that the Promoters will be entitled to provide for a body or association as the Promoters may deem fit so as to maintain the said internal layout roads. street lighting etc. through the medium or instrument of such body of association as the case may be. The Promoters shall be entitled to transfer the balance of the said amount to such body or association as the case may be and whereupon the Promoters shall be absolved from any liability in respect of the said amount and application and utilization thereof. The Purchaser/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also various charges / deposits agreed to be paid by the Purchaser/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

- (e) (i) It is agreed by and between the Parties hereto, which the Purchaser/s specifically confirm/s, that the Purchaser/s shall be liable to bear and pay applicable Service Tax immediately on demand by the Promoters without any delay or dispute.
 - (ii) The Purchaser/s do hereby confirm that the Purchaser/s has/have agreed and undertaken to bear and to pay all dues of VAT on this agreement / transaction as contained in this Agreement, if for any reason it is held that such same is subject to VAT. The Purchaser/s confirms and repeats the Said Undertaking and undertakes to pay the same immediately on demand by the Promoters.

Notwithstandings what is continued herein to the contrary, it is expressly agreed between the Promoters and the Purchaser's that the Promoter's shall be entitled to utilize and enjoy either personally or promoters all areas forming part of the Larger Property from the Said Properly as properly as

may be available form time to time including areas reserved for public utility including recreation etc., by utilizing the same as may be permissible and as the Promoters may deem fit and the Promoters will be entitled to construct interalia Recreation Centre, Health Club or Club Houses, Library, Cinema Theatre. Video Theatre or Hotel or carry on such other activity or activities as the Promoters may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct either by themselves or through their nominees such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoters alone exclusively and the Purchaser/s shall have no right thereto either in his individual capacity or through any Co-operative Society, Limited Company or Condominium of Apartment, as the case may be. The Purchaser/s doth hereby declare/s and confirm/s for the sake of clarity that the ownership of all such areas and construction by way of Recreation Centre, Health Club, Library, Club House, Hotel, etc., shall belong to the Promoters alone exclusively and the Purchaser/s shall have no right to the same in any manner whatsoever.

So long as each Flat/Premises in the said building is not 181 separately assessed for municipal taxes, water taxes etc., the Purchaser/s shall pay to the Promoters or to the said Organization, when formed, a proportionate share of the municipal taxes, water taxes etc., assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each premises in the said building. The Purchasers will the other premises Purchasers will e anomore a propertionate not require Fintenant e changes laxes etc. in respect of of the premises which are send by the Promoters. The Promoter the John of the Municipal taxes on will also of such premises. account of

- The Purchaser/s shall, from and after the date of issue of the notice from the Promoters to him/her/them to take possession and/or personal licence at the request of the Purchaser/s, whichever is earlier, of the Said Premises, regularly and punctually pay on or before 5th day of every month in advance, irrespective of possession and/or personal licence at the request of the Purchaser/s, whichever is earlier, being taken or not, a provisional amount of Rs. 8440/—/= towards taxes salaries of the persons appointed by the Promoters, Liftman, Sweepers, Insurance Premium etc., and other outgoings and expenses including outgoings mentioned in the Fifth Schedule hereunder written.
- 20] The Purchaser/s shall not use the Said Premises for any purpose other than as set out in these presents and shall not use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.
- 21] If the Promotes are not able to give possession of the Said Premises, to the Purchaser/s on account of force majore, any reasonable cause or circumstances beyond their control, the Purchaser/s shall not be entitled to any damages whatsoever.
- The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the Said Premises may come, doth/do hereby convent with the Promoters as follows:
 - in good and tenemable condition, from the date of possession and of personal licence at the request of the Purchaser's, whicheverage earlier, of the Said Memises is taken and shall not read of suffer to be denemable in or to the building in which the Said Prepises is situate, said passages in the said building

For Debashu Services Pycoleto

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which may be against the rules, regulations or bye-laws of concerned local, MCGM or any other authorities or change/alter or make addition in or to the building in which the Said Premises is situated and in the Said Premises itself or any part thereof.

- (b) Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building in which the Said Premises is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the said building including the entrance of the building. The Purchaser/s on account of negligence or default on his/her/their part in this behalf shall be liable for the consequences of such breach.
- C) To carry at his/her own cost, all internal repairs to the Said Premises and to maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated or the Said Premises which may be against the rules and regulations and byelaw of MCGM and/or the concerned authority/authorities. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and table for the consequences thereof to the concerned authority and/or to the Promoters.

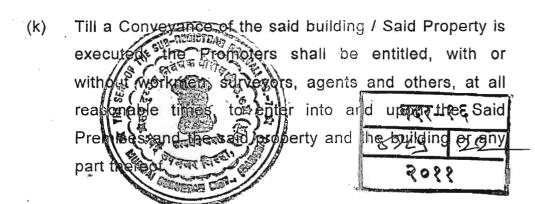
Premises of any addition or any alteration on the elevation and outside colour scheme of the building in

which the Said Premises is situated and shall keep the portion, sewers, drains pipes in the Said Premises and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C pardis or other structural members in the Said Premises without the prior written permission of the Promoters and/or the said Organization.

- (e) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the Said Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the Said Premises.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the Said Property and the building in which the Said Premises is situated.
- (g) To pay to Promoters within 7 days of demand by the Promoters his/her/their share of security deposit / charges / premium demanded by the concerned local authority, MCGM or Government for giving water, drainage, electricity or any other service connection to the building in which the Said Premises is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such of the levies, if any, which are imposed by concerned local authority and/or Government of or other publication of the Said Premises by the Purchasely's population of the purpose of the purpose of the purpose of the purpose of the purpose, provided the moths have agreed to such

change/s prior to it being implemented by the Purchaser/s.

- (i) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Said Premises, interest or benefit of this Agreement or part with the possession and/or personal licence, as the case may be, of the Said Premises, until all the dues payable by the Purchaser/s to the Promoters under this agreement are fully paid up and only if the Purchaser/s has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Promoters have permitted in writing to the Purchaser/s in that behalf.
- The Purchaser/s shall observe and perform all the rules (j) and regulations which the said Organization may frame at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Premises and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned authority/authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organization regarding the occupation and use of the Said Premises and shall pay and contribute, regularly and punctually, towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement.



- At time of registration of the Conveyance in respect of the said building / the Said Property, the Purchaser/s shall pay to the Promoters, the Purchasers' share of the stamp duty and registration charges payable by the said Organization on the Conveyance in respect of the building / the Said Property, to be executed in favour of the said Organization.
- Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the Said Premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Said Property.
- The Purchaser/s and the person/s to whom the Said Premises may be permitted by the Promoters to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or the said Organization may require for safeguarding the interest of the Promoters and/or other Purchasers in the Said Property. The Purchaser/s shall also observe and perform all the provisions of the Bye-laws and/or the rules of the said Organization when formed and the additions, alterations and amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies regarding occupation and use of the Said Premises.
- It is agreed between the Promoters and the Purchaser/s that after the notice in writing is given by the Promoters to the Purchaser/s that the Said Premises is ready for use and occupation, the Purchaser/s shall be liable to pay the proportional share (i.e. in proportion to the areas of the Said Premises) of the Said Premises) of the Said Premises of the Said Premises of the Said Premises, and the proposed bettergen which are Said Premises and other charges, betterment charges and all other charges levied by the local

and Government, Water Charges. Insurance Charges, Common Lights, Repairs, Salaries of Clerks, Bill Collector's Charges, Chowkidars and Sweeper Charges, Maintenance Charges, and all other charges and expenses necessary and incidental to the administration, management and maintenance of the Said Property and the said building and until the said building / Said Property is transferred to the said Organization, the Purchaser/s shall pay to the Promoters the proportionate share of outgoings as may be determined by the Promoters. It is agreed by the Purchaser/s that such amount shall become payable on the 1st day of each month in advance but can be paid before 5th day of each month in advance. And the Purchaser/s agree/s that notwithstanding any reason/s, dispute/s, these charges will be paid, duly and punctually by the Purchaser/s and the same will not be held back for any reasons whatsoever. In case of delay and/or default by the Purchaser/s, the Promoters shall have the remedy same as that for the non payment of installments as and this Agreement shall be aforestated determination and forfeiture of all amounts paid by the Purchaser/s including for sale of the Said Premises by the Promoters.

The Promoters shall form of the Purchaser/s along with all other purchasers in the building, a Co-operative Housing / Premises Society or Limited Company or Condominium of Apartments. The rights of the purchasers of the respective premises will be recognized and regulated by the Bye-laws, rules and regulations of such Co-operative Society of Limited Company or Condominium of Apartment and the rules and regulations famed by threm.

On the receipt by the Promoters of the full payment of the amounts the and payable by the purchasers of all—the premises have payable by the purchasers of all—the Promoters should be a promoters and take necessary steps along with the other purchasers in forming and registering of the sale of ganization

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For Debashu Services Pvt. Ltd.

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subject to the rights of the Promoters under this Agreement and under the law.

- 29] The Purchaser/s along with the other purchasers of premises in the said Building shall join in forming and registering the said Organization and for that purpose from time to time sign and execute applications and all other documents and to become member and sign and return all the documents including Bye-laws to the Promoters within seven days of receipt thereof, time being of the essence, so as to enable the Promoters to register the Organization of the purchasers under Section 10 of the Maharashtra Ownership Flats Act. 1963 within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats, Rules 1964 subject to what is provided herein. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft Bye-laws or the Memorandum of Association and Articles of Association, as may be required by the Registrar of Co-operative Societies or Registrar of Companies and/or of the Condominium of Apartments and/or the Promoters and/or other Authority as the case may be.
- Advocates and Solicitors of the Promoters shall prepare 301 Conveyance Deed and all other documents to be executed in pursuance of these presents as also the Bye-Laws and the Memorandum and Articles of Association in connection with the Co-operative Housing / Premises/Society or a Limited Company as the case may be and all costs, charges and expenses including the professional fees, stamp duty, Registration Charges and other expenses in connection with the preparation and execution of the Conveyance and other formation and registration The said Organization shall be borne and paid The purchasers of the premises in the said property in eir respective premise ₹0-88

- 31] The Stamp Duty and Registration Charges on this Agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoters the number under which and the day on which the same is lodged for the Registration, sufficiently in advance to enable the Promoters within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Purchaser/s.
- At the option of the Promoters, if the Promoters execute or cause to be executed by the Owners, the Deed of Conveyance in respect of the area larger than the said building or land married to the said building, in favour of the said organization then and in such an event, the Purchaser/s including all other purchasers and the said organization shall execute simultaneously against the execution of such Conveyance, separate Lease or Assignment or reconveyance in favour of the Promoters and/or their nominee or nominees in respect of such portion or portions as the Promoters may desire with the right to assign and/or transfer the same without any rent, compensation, charges etc., payable to the Purchaser/s and/or the said Organization.

33] All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser/s Under Certificate of Posting or have them delivered at:

18, SAPTAK PLAZA,

CHIVATI NAGAR

The contained in these presents shall be construed to the construency any right, itle or interest of any individual solever into or over the Said Premises or any part or peops by Services Pyt. Ltd.

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portion thereof, the same to take place only upon the execution of the Conveyance in favour of the said Organization as herein stated.

- The Purchaser/s shall have no claim save and except in respect of the Said Premises, hereby agreed to be sold (subject to the terms and conditions hereof and further subject to the due and proper completion of all the obligations of the Purchaser/s) and the Purchaser/s confirm/s that all other areas including terraces etc., will remain the property of the Promoters until the whole of the said property is transferred to the said Organization as herein provided subject to the rights of the Promoters as contained in this Agreement.
- The Promoters shall always have a right to get the benefit of 36] T.D.R., additional F.S.I and/or increased F.S.I for construction on the said property and on the Larger Property from B.M.C and/or any other authorities, and also to make additions, alterations, raise storeys and/or put up additional structure/s as may be permitted by the Municipal Corporation of Greater Mumbai and other competent authorities; such additions, structures and storeys will be the sole property of the Promoters alone who will be entitled to use the terraces including the parapet wall for further construction and any other purpose/s including display of advertisement and sign boards and the Purchaser/s shall not be entitled to raise any objection or claim any abatement in the price of the said premises agreed to be purchased by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever, from the

The Puchaser/s rereby coverants with the Promoters to keep the said Premises, walls and partition walls sewer drains, pipes and appurtence es thereto in good tenantable and protect the parts of the building other than the said Premises. The Purchaser/s further

Promoters

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covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partitions or walls or other structural members without the prior written permission of the Promoters. The breach of this condition shall cause this agreement to ipso-facto to come to an end and the amounts paid by the Purchaser/s to the Promoters under this Agreement shall stand forfeited and if such amount/s are inadequate to compensate for the damage so caused, the Promoters shall be entitled to recover further amount from the Purchaser/s to compensate for the same. The decision of the Promoters in that regard shall be final and binding upon the Purchaser/s who shall not dispute the decision of the Promoters in this regard.

The Purchaser/s hereby expressly agree/s and covenant/s with 38] the Promoters that in the event of all the wings of the said building on the said property being not ready for occupation simultaneously and in the event of the Promoters offering license to enter upon the Said Premises, to the Purchaser/s or handing over possession of the Said Premises simultaneously on the execution of Conveyance in respect of the said property earlier than completing all the wings then and in that event the Purchaser/s has/have no objection to the Promoters completing the construction of the balance wings and such further and other development as is permissible on the said property (whether under the present and/or amended/changed Development Control Rules in respect thereof) without any interference or objection by the Purchaser/s and/or the said Organization in any manner whatsoever and the Promoters shall be entitled to either transfer and/or through any nominee/s to construct and complete the said wing or wings, property as they may desire in the absolute The terence or objection or dispute by hats of the nature. **बदर--१**६

It is expressive greed between the Promoters and Furchasen/e and the Purchasense Confirms that he/she/they are aware that the Promoters are receive additional FSI and/or Development

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Rights are likely to be received by the Promoters from the adjoining property. In the event of Promoters receiving additional FSI and/or Development Rights, the Promoters shall be entitled to amend layouts and plans and construct either additional floor or floors on the said building / buildings or any part thereof or construct any additional structure on the said Property and on the Larger Property / any portion thereof as may be permissible either as annexe structure or as an independent structure as the Promoters may desire. In the aforesaid event, the Promoters shall be entitled to deal with, develop, dispose off, alienate, encumber and transfer such additional floor or floors or premises and buildings or structures for such consideration and to such Party as the Promoters may desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s agree/s not to dispute or object the same, including the construction thereon in any manner whatsoever.

- The Promoters shall, in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement, have a first lien and charge on the Said Premises.
- It is expressly agreed that the Promoters shall be entitled to put a hoarding on the said property or on the building and/or buildings on the said property and/or parts of the building or buildings on the said property and the said hoardings may be illuminated and/or comprising of neon sign and for that purpose Promoters are fully authorised to allow temporary and/or permanent construction on the said property, and/or the said building as the case may be, and the Purchaser/s agreed not to object or the purpose.

42] It is expressive agreed that the Promoters shall be entitled, without affecting the leads of the Purchaser in respect of the Said Premise to revise the Suiding plans in respect of the said building plans on the Rarger Property and to put the total F.S.I / residual F.S.I not

consumed and the development rights and TDR available under the Development Control Rules (as may be amended from time to time) in respect of the Said Property and the layout by suitably modifying the buildings plans in respect of the Said Property as also of the layouts of the Said Property and the Larger Property / part/s thereof as the Promoters may desire and the Purchaser/s irrevocably consent to the rights of the Promoters to revise and modify the building plans in respect of the said property as also of the other proposed buildings on the Larger Property from time to time at any time hereinafter.

- The Purchaser/s shall not decorate the exterior of the Said Premises otherwise than in a manner agreed to with the Promoters.
- In the event of a Society or other organization of all the purchasers being formed and registered before the sale and disposal by the Promoters of all the premises, the power and authority and control of the Promoters in respect of all the matters concerning the said building and in particular the Promoters shall have absolute power, authority and control as regards the unsold flats/premises and disposal thereof.
- The Promoters have informed the Purchaser/s that about 20% amenity space is to be handed over to MCGM as per the development conditions laid down by MCGM and that such amenity space shall have the right of way through internal lay out roads for use of public as shown on the plan till regular developed municipal roads giving access is available.
- and confirm/s that the even of said organization being formed and resident than the Promoters dealing with or disposing of the said audition being and in that event any allottee or Purchases of premises from the Promoters shall be admitted to the said day and on being called upon by the Promoters,

without payment of any premium or any additional charges save and except Rs. 1000/- /- for the Share money and Rs. 150/-/- as entrance fee and such allottee, purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by the said Organization and/or the members. Further the purchasers of such premises shall be liable for the payment of the Society Charges from the date they are given possession of their respective premises. The Purchaser/s here by confirm that the membership of the Purchaser/s in the said Organization and the authority of the said Organization in respect of the said building are expressly subject to what is agreed herein.

- 47] Any delay or indulgence by the Promoters in enforcing any of the term of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and condition/s of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
- PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the parties hereto, the same shall be referred to arbitration. The provisions of the Indian Arbitration and Reconciliation Act shall apply to such reference

This Agreement shall always be subject to the promisions 39 contained in the Manarasinta Conership Flats Act 196% and the Manarasinta Conership Flats Act 196% and any other provisions from analyzable distribution.

For Debushu Services Pyt, Ltd.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINASOVE WRITTEN.

FIRST SCHEDULE

Firstly all those pieces and parcels of land or ground situate, lying and being at Villages Poisar and Kandivil, Tatura Borivali in the Registration District and Sub-district of Mumbai City and Mumbai Suburban bearing CTS no. 13/A, 13/A/1 to 13/A/13 of Village Poisar and C.T.S. no. 27 of Village Kandivali, administrating about 29,613.6 sq. mtre.

Secondly a portion of all those pieces and parcels of land or ground situate tying and being at Villages Poisar and Kandivil, Taluka Borivali in the Registration District and Sub-district of Mumbal City and Mumbal Suburban bearing C.T.S. no. 13/A, 13/A/1 to 13/A/13 of Village Poisar and C.T.S. no. 27 of Village Kandivali.

SECOND SCHEDULE

Common Areas and Facilities of immediate area abutting the main entrance door after the landing on the floor of the said premises hereby agreed to be sold in proportion with other premises on the same floor. In case of the Terrace Flat, the Terrace shall belong explasively to the respective Purchaser/s.

THIRD SCHEDULE

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Provide right along with all the Purchasers of premises in the said property in limited common great and facilities as follows (this does not apply in unconstitutional and other than trats): (i) Staircase (ii) provides and Confermation (ii) Staircase (iii)

FOURTH SCHEDULE

- 1. R. C. C. Frame Structure.
- 2. Marble Mosaic Tiles in flooring.
- 3. Glazed tiles flooring in the W. C. s and Dado in bathrooms and W. C. s.
- 4. One shower in every bathroom.
- 5. One door bell.
- 6. Overhead and underground water tanks.
- 7. Lifts.
- 8. Compound walls with M. S. Gate.
- 9. Qne wash basin.
- 10. One kitchen platform suitably decorated and glazed tiles dado.
- 11. Main door with aldrop oil painted from inside and outside.
- 12. Building exterior with cement paint and interior with white lime wash.
- 13. Entrance hall suitably decorated.
- 14. Electrical Points.

building, com

FIFTH SCHEDULE

1. The expenses of maintaining, repairing, re-decorating, etc., of the main structure and in particular the terrace, garden and main water pipes, lifts and electric wires in, under or upon the building and enjoyed or used by the flat / premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the building or enjoyed by the flat holder/s used by him / her / them in common, as aforesaid, and the boundary waits or the

2. The cost of cleaning and lighting the pas ages, water pump landing, saigrases, lifts common lights and other parts of the building used by the flat holders in common, as aforesaid.

3. The cost of the salaries of clerks, bill collectors, liftmen and

For Debashu Services de

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Director

chowkidars, pump-man, sweepers, accountants, administration charges, engineers, etc.

- 4. The cost of working and maintenance of common light, water pump, lift and other service charges.
- 5. Deposits for Building, Water Meters, Electric Meters, Sewer Line, etc.
- 6. Municipal Property Taxes and other taxes such as water charges bills, electricity charges bills, cesses, levies, land revenue, N.A. taxes, etc.
- 7. Insurance of the building:
- 8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

SIGNED SEALED AND DELIVERED WITHINNAMED THE BY THE PROMOTERS, M/s. HIRANANDANI CONSTRUCTIONS PVT. LTD.) For Hiranandani Constructions Pvt. Ltd. IN THE PRESENCE OF Director / Authorised Signatory SIGNED SEALED AND For Debashu Services WITHINN THE PURCHASERS, MR/MRS/MISS/M/S. DEBASHU SERVICES SAPTARSHI NAMA ANANDITA IN THE PRESENCE OF <u>बदर</u>--१६ २०११

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BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT. 1966 (FORM 'A')

No. CHE! A. 4580 BP(WS: RETAR
To,
M/s. Hisanandani Construction Pvt.Ltd. Office of the Dy Sh. Cre. (8.P.) W.S.Al
C.A. to Xoro India Ltd
Sir, Sonething Crown Sonething Crown Sonething Crown (E):
With reference 9217 Mumbalanti 1014-01-2009 for
Development Permission and grant of Commencement Certificate under Section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out
development and building permission under section 346 of the Bombay Municipal
Corporation Act 1888 to erect a building to the development work of Properesidential building No.1 on plot bearing
c.T.S. No. 27 of village Kandivali, CTS No.13-A, 13-A/1 to 13 of village at premises at Street S.V.Road Foliage
Village Kandivali and Poisar Plot No
situated at Kandivali (W) Ward RySouth
The Commencement Certificate/Building Permit is granted on the following conditions:
 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.
 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 and such extender.
period shall be in no case exceed three years provided further that such tapse shall not bar any subsequent application for fresh permission under section
44 of the Maharashtra Regional and Town Planning Act 1956.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the
sanctioned plans. (b) Any of the conditions subject to which the same is granted or any of the
restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
(c) The Municipal Commissioner for Greater Mumbai is said the same is
obtained by the applicant through fraud or mission and the application and every person deriving title through the process for such an
The state of the state of the bottom of the
contravention of section of the Malarasht of the applicant by
Planning Act 1966. 7 The conditions of the deright shell a binding not only on the applicant by on his here, executors and successors and every
person deriving filler frougation under thing
The Municipal Chinon sioner nas appointed SHRI B.V. SHINDE
Executive Engineer to trends this power and functions of the planning Authority
Executive Engineer to exercise this sower and functions of the planning Authority under Section 45 of the said at the Siab Level of Wings A to D This C.C. is restricted for the said at the Siab Level of Wings A to D
within Building Line only excluding Podium
For and on hehalf of Local Authority
Erihaumunbai Mahanagarpalika
CERTIFIED TRUE COPY PSkinde 106/10/19
Executive Engineer, Building Proposal (W. S.) 'P' desiredwards
MUS. B. S. BAROT FOR
ARCHITECTS & ENGINEERS Jawahar Negar, Plot No. 14, 1st Floor, MUNICIPAL COMMISSIONER FOR GREATER MUMBAI
S. V Adad, Goregaon (West),

CHE! 4-4580 RP (W.S.)AR/AP.

8) This (.C. is now So endorse with state slab level of wirys ABC. 4D including podium as Pel approved plan oft. 217109

12 1 JAN 2010

BUILDING PROPOSAL IVE.S. I R-Ward

97 This e.e is ratid and Fasther extended For entire work of wing c'and D. still + Podicin+ 1st to 5th appear floor as per approved amended Plazzon: 02/07/2009

_ 5 APR 2010.

· 10] This c.c is valid and further extended for entire work of wing B comprising of still - Fodium + 1st to 5th wyper Floor as per approved anended plan df. ozlorizong

23 APR 2010

EXECUTIVE ENGINEER. BUILDING PROPOSAL (W.S.) E-TILES

11] This actis valid and further endended for endire work of wing A compairing of still of Porlium + 2 th 5 th upper Flore as pen apported arrended MIAN Af. OXIOTIZOPS

This C.e is now rally I terther extended for winy A' & B' comprising of Basement + still + 15t poolium + 2nd to 10m upper floor and wing 'c' & D' compositing of Basement + Stilt + 1st podium +2nd to 9m upper your level as pur cipgoroveil

mdr3-12-2010 . E 9 7 6 6 5 11 6 53 २०११

13) This c. c. is now veril and further extended work Up to wing A to D. Basement & bound to Podium + 2nd to 15th upper floor as per approved amended Plan DH 24, 12-10.

EXECUTIVE ENGINEER. RIIII DING PECHOSAL (W.S.) E-Wat

24 JAN 2011

BMPP-201-2006-10.000 Forms. (4 Pages 5(四)(下下下

EC-48

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TSA NOIVAL AND MEAR MARKET MARGET IN THE PROPERTY OF THE PROPE

TRIS 1.0 D. IC.C IS ISSUED SUBJECT TO THE PROVINCE OF UPSAN LAND. DEILING AND RESULATIONS ACT 1071

Intimation of Disapproval under Section 346 of the Mumbai

No. E.B./CE/ A-4580

BS/AR

Municipal Corporation Act, as amended up to date.

of 200 - 200

30 JAIN 2009

MEMORANDUM

Municipal Office,

M/s.Hiranandani Construction Pvt.Ltd C.A. to Xpro India Ltd.

Mumbai200

With reference to your Notice, letter No. 5263 dated 14/01/2009200 and delivered on

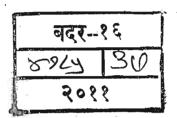
200 and the plans, Sections Specifications and Description and further particulars and Prop. Bldg. on prop. bearing CTS No. 27 of village kandivalidetailed your buildings at 3-4/1 to 13 of village Poisar at S.V. Road Kandivalidest)

to me under your letter, dated 200 I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:

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

- 1. That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2. That the compound wall is not constructed on all sides of the plotclear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27).
- 3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and speed towards road side, before starting the work.





() That the drainage work generally is not intend requirements.	ded to be executed in accordance with the Municipal
Subject to your so modifying your intention as to obviate ments, but not otherwise you will be at liberty to proceed with the subject to your solution as to obviate ments, but not otherwise you will be at liberty to proceed with the subject to your solution as to obviate ments, but not otherwise you will be at liberty to proceed with the subject to your solution as to obviate ments, but not otherwise you will be at liberty to proceed with the subject to your solution as to obviate ments, but not otherwise you will be at liberty to proceed with the subject to your solution as to obviate ments.	with the said building or work at anytime before the
as amended as aforesaid or any rule, regulations or bye-law	made under that Act at the time In force.
	d Note accompanying this Intimation of Disapproval.
	Executive Engineer, Building Proposals, Zone, Wards.
•	
SPECIALINSTR	RUCTIONS
(1) THIS INTIMATION GIVES NO RIGHT TO B PROPERTY.	BUILD UPON GROUND WHICH IS NOT YOUR
(2) Under Section 68 of the Bombay Municipal Corporater Mumbai has empowred the City Engineer to exfunctions conferred and imposed upon and vested in the Conferred and imposed upon and the Conferred and th	
(3) Under Byelaw, No. 8 of the Commissioner has fixe	ed the following levels :
"Every person who shall erect as new domestic build the plinth shall be-	ing shall cause the same to be built so that every part of
"(a) Not less than, 2 feet (60 cms.) above the cent the drain from such building can be connected with the sewer	tre of the adjoining street at the nearest point at which than existing or thereafter to be-laid in such street"
"(h) Not less than 2 feet (60 cms.) above ever such building.	ry portion of the ground within 5 feet (160 cms.)- of
"(c) Not less than 92 ft. () meters above	ve Town Hall Datum."
(4) Your attention is invited to the provision of Section taxes is required to give notice of erection of a new building Commissioner, within fifteen days of the completion or of the this provision is punishable under Section 471 of the Act in will be liable to be revised under Section 167 of the Act, from the completion on occupation is detected by the Assessor and	rescription whichever first occurs. Thus compliance with rescription of the fact that the valuation of the premises om the earliest possible date in the current year in which
(5) Your attention if further drawn to the provision of tion certificate with a view to enable the Municipal Commission before occupation and to leavy penalty for	Section 353-A about the necessary of submitting occupa- ioner for Greater Mumbai to inspect your permises and to r non-compliance under Section 471 if necessary.
347(1)(aa) of the Bombay Municipal Corporation Acts	ould be communicated as per requirements of Section
(7) One more copy of the Glock plans bould be subre (8) Necessary permission for Non-agricultural assessment of the Non-agrical by the Collector, under the Land Roverne Code and Rife of Attention is drawn to the collector of the Non-agricultural and the Non-agricultural and the Collector of th	of the land shall be obtained from the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector Mumbai flural assessment shall be paid at the Collector flural assessment shall be paid at the Colle

30 JAN 2009

- 4. That the specification for layout/D.P.road/or access roads/development of setback land will not be obtained from E.E.Road Construction(W.5.) Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D.) of W.S.Z-IV/E.E.(T.&.C.) before submitting B.C.C.
- 5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(5) (ix) will not be submitted by him
- 6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
- That the sanitary arrangement for workers shall not be carried as per Munl. Specifications and drainage layout will not be submitted before C.C.
- That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T & C)/E.E.D.P.)/DILR before applying for C.C.
- 9. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- That the existing structure proposed to be demolished and shifted will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- That the requirements of N.O.C. of E.E. (S.W.D.)/E.E. (T&C)/E.E. (R.C.)/E.E. (SEW)/E.E. (W.W.)/C.F.O. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.
- 12 That the qualified/registered site supervisor through Architects
 Structural Engineer will not be appointed before applying for C.C.

- 14. That the N.O.C. from A.A. & C. (R/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
- 15. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
- That the regd. u/t from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
- 17. That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.
- 18. That the C.T.S. Plan and P.R.Card area written in words through S.L.R. shall not be submitted before C.C.
- 19 That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.
- 20. That the condition menuoned in the release letter of E.E.D.P. under no. CHE/1854/DP(WS)/ P & R dated 3-11-2008 shall not be compiled with before C.C.
- 21. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall not be made as and when required by Insecticide officer for Inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with
- 22. That the Janata Insurance Policy shall not be submitted before C.C.
- 23. That the true copy of the sanctioned layout/subdivision/amaigamation approved under No. CE/2024/LACR, dated 06.01.2009 along with the Terms and Conditions thereof will not be submitted before requesting for C.C. and compliances thereof will not be done before submission of B.C.C.

That the require trong of slaves 45 & 46 of DCR 91 shall not be complied with indirectoriss of mining of work, verification report, etc. shall respectively on the till completion of the entire work.

ATIONS ACT

- 25. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
- 26. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
- 27. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 28. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
- 29. That the requirement of clause 40 & 41 of D.C.R. 1991 shall not be incorporated in proposed plan and requirements shall not complied with before submitting B.C.C.
- 30. That the necessary arrangement for bore well water shall not made and necessary certificate from Ground Water Survey Department Authority (CSDA) before requesting for C.C.
- 91. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mtrs.
- 32. That the N.O.C. from A.E. (Environment) R/S regarding debris shall be submitted before C.C.
- 33. That work shall not be executed between sunrise and sunset

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

- That the plinth/stilt height shall not be got checked by this office staff
- 2. That the water connection for construction purposes will not be taken.

 Perore C.C.

That the the proposed with the

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ELECTRICAL MAN TO THE PARTY OF
- 4. That the permission for constructing temporary structure of any nature shall not be obtained.
- 5. That the hoard stating therein the description of proposed work (including CTS Nos. village & location), name of L.S., Owner / Developer etc. shall not be displayed on site at a visible location.

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

- 1. That the dust hin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.
- That 3.05 mt wide paved pathway upto staincase will not be provided
- That the surrounding open spaces, parking spaces and terrace will not be kept open
- 4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
- 5. That B.C.C. will not be obtained and LO.D. and debris deposit. etc. will not be claimed for refund within a period of 6 years.
- to That carriage entrance shall not be provided before starting the work
- 7. That the non-agricultural permission/revised N.A. shall not be submitted before occupation
- That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of younding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
- That final N.O.C. from H.E.(Deptt.)/ E.E. (S.W.D.) / E.E. (R.C.) / E.E. (T.&C.)/ E.E. (sew) / C.F.O. shall not be submitted before occupation
- 10 That final N.O.C. from A.A. & C. R/South shall not be submitted before occupation.

That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted and accessorate accessorate and accessorate
That the debus shall not be removed before automitting the water of the second state of the second s

- 13 That the Co.Op. Hsg. Society of the prospective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C.
- 14. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of MMC. Act for work completed on site.
- 15. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.
- 16. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed formst.
- 17 That some of the drains shall not be laid internally with C.I. Pipes.
- That the Vermiculture bins for disposal of Wet Waste as per the design and specifications of organisations/individuals specialised in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M., shall not be provided to the satisfaction of Municipal Commissioner.

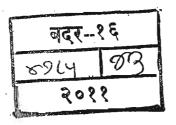
D.- CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1 That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

IS OF URBAN LAND
ILING AND REGULATIONS ACT 1970

EXECUTIVE ENGINEER;





SURYAKANT JADHAV

Resi.: A/102, "Florentine"
Hiranandani Gardens, Powai
Mumbai – 400 076,

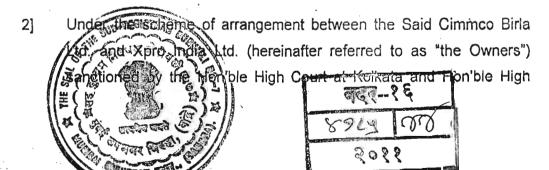
To,
Hiranandani Constructions Pvt. Ltd.
514, Dalamal Towers,
Nariman Point,
Mumbai – 400 021.

Re:

Land situate lying and being at Villages Polsar and Kandivli, Taluka Borivall In the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the Bullding and structures standing thereon bearing C.T.S. No. 13/A, 13/A/1 to 13/A/13 of Village Polsar and C.T.S. No. 27 of Village Kandivli, admeasuring about 29,613.6 Sq. Mts. (hereinafter referred to as the "Said Property").

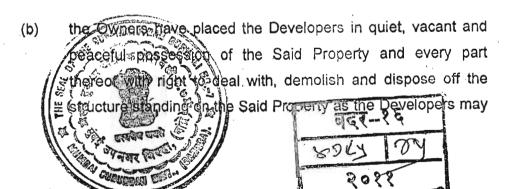
This is to certify that I have examined the title of Xpro India Ltd. to the Said Property and I have to state as follows:-

Prior to 1994, M/s. Indian Plastic Ltd. was the owner of the Said Property. Pursuant to the scheme of amalgamation sanctioned by the Hon'ble High Court of Bombay and the Hon'ble High Court of Madhya Pradesh on or about 4th August, 1994 and 12th August, 1994, respectively, the said Indian Plastics Ltd. amalgamated with Cimmco Ltd. with effect from 1st April, 1994. The said Cimmco Ltd. subsequently renamed as Cimmco Birla Ltd.



Court of Madhya Pradesh on or about 12th April, 1994 and 7th October, 1995, respectively, interalia, the Said Property got transferred and vested with the said Owners with effect from 1st April, 1998.

- The Said Owners had agreed to create first charge with ICICI Bank and the State Bank of Patiala of the entire fixed assets (present and future) of the Said Property, including the Said Property, to secure certain term loans. The entire amount due to the ICICI Bank Ltd. as also to the State Bank of Patiala has been paid and both the said Banks have issued 'No Due Certificates' in this behalf.
- The Said Owners entered into Agreement for Development dated 8th September, 2003, in respect of the Said Property with Hiranandani Constructions Pvt. Ltd., on the terms and conditions as contained therein. The Said Agreement for Development has been registered with the Sub-Registrar of Assurances, Borivali 2 (Kandivali) under Serial No. BDR5/8304/03. Vide additional Supplemental Agreement dated 9th May, 2006, executed between the Said Owners and the Said Hiranandani Constructions Pvt. Ltd., hereinafter referred to as "the Developers", interalia the total consideration payable by the Developers to the Owners was increased.
- 5] The owners have subsequently entered into a Supplemental Agreement dated 30th March 2007 with the Developers interalia confirming that:
 - the entire amount payable by the Developers to the Owners have been received by the Owners in full and final settlement of the entire consideration; and



desire or deem fit without reference to the Owners in any manner what so ever.

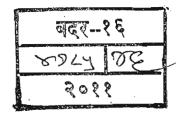
- The said Owners also executed Declaration cum Confirmation dated 30th March, 2007 and Power of Attorney also dated 30th March 2007 in favour of the Developers, authorizing the Said Developers to do and carry out certain acts, deeds, matters and things as contained therein. The Said Owners have also executed Power of Attorney dated 12th November, 2008, which is registered with the Sub-Registrar of Assurances under Serial No. BDR12/9083/08.
- 7] The Said Indian Plastics Ltd. had deposited the title deeds in respect of the Said Property by way of equitable mortgage with the Central Bank of India to avail of certain facilities from Central Bank of India. The Owners have paid the entire amount due to the said Central Bank of India and the Central Bank of India has addressed two letters to the Owners, both dated 19th May, 2009, confirming that there is no dues from the Owners payable to the Bank and that the Central Bank has released the original title documents, relating to the Said Property.
- 8] I have had Search taken in respect of the Said Property at Sub-Registrars Office at Mumbai and Bandra. The Search report does not disclose any encumbrance.
- Subject to the above, in my opinion, the title of the Said Owners to the Said Property is clear and marketable and free from any encumbrance.

Dated this 1314 day of November, 2009.



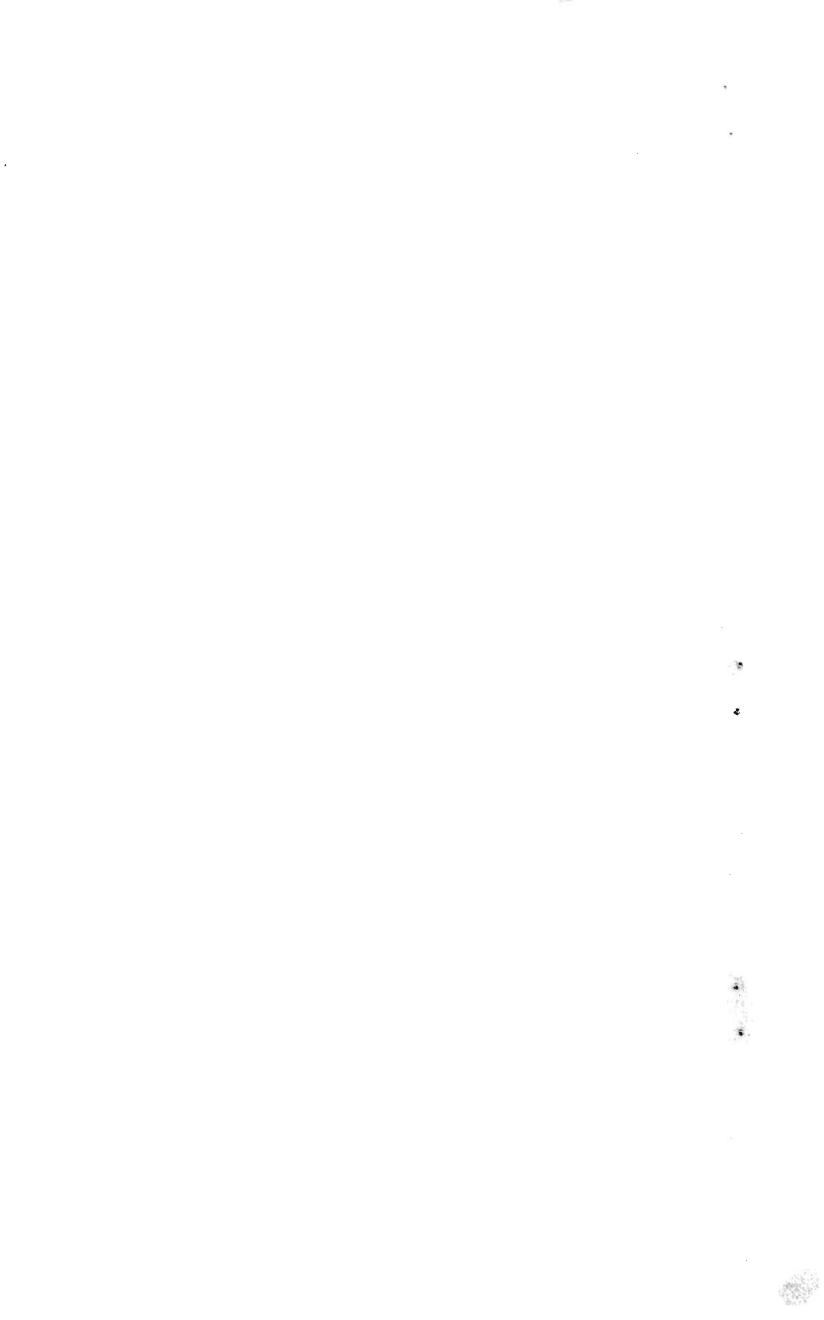
Yours faithfully,

(Suryakant Jadhav Advocate





विभाग्/मोजे प्र	ोईसर तालुका/न.भु.म	ाकाः न.भू.अ .गो	रेगांव जिल्हा मुंब	ाई उपनगर जिल्हा
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मालमत्ता पेत्रक तालुका/न. भु.मा.का. -- न.भू.अ.गोरेगांव जिल्हा -- भूवई उपनगर जिल्हा ग्राह नबर क्षेत्र धारणाधिकार शासनाला दिलेल्या अंकारणीचा किंवा भाइयाचा) चौ.मी. तपशील आणि त्याच्य फेर,तपासणीची नियत वेळ)

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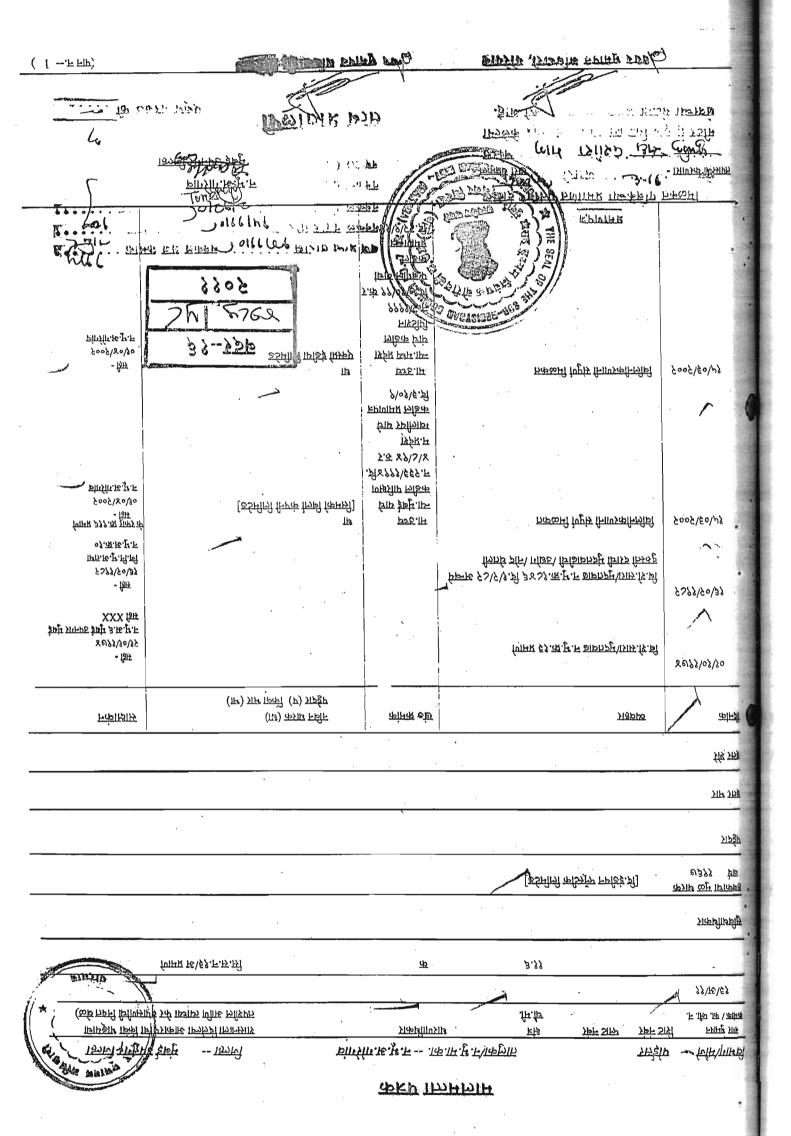
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र्कण भगवन मधिखारी, क्रोवेशय

(पान न.-- ।)



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विलो सरायो मुततबाद न. मु.क. १८४६ है १. १४४८ र अन्यये दुरुस्ती र रायो मुततबादीची /उद्योग / नोर घेतली न. मु.क. १३४४ प्रमाण स्थान के स्थान	০খং০/ং१৬४	बि.शे.सारा/मुदतवाढ न.भु.क्र.१३ प्रमाणे			२१/०१/९७४ न.भू.अ.६ मृंबई उपनगर पृंबई
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१५/०३/२००२ विलिनीकरणानी संपूर्ण मिळकत प्राप्त करिश्च करिश्च प्राप्त करिश्च	१५√०३/२००२	विलिनीकरणानी संपुर्ण मिळकत	न्या. मुंबई याचे कडील पारिक्षण न.२३३/१९९४ दि.४/८/९४ क.म.प्रदेश ग्वालीयर याचे कडील प्रमाणपत्र	[सिमको बिला कंपनी लिमिटेड]	08/08/2002
भित्र च पिति क्या प्रभावित प्रतीवर दावल क्या प्रभावित प्रतीवर विकास प्रभावित क्या क्या प्रभावित क्या क्या प्रभावित क्या क्या क्या क्या क्या क्या क्या क्या	१५/०३/२००२	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	मा उच्छा न्या मुख्याला	एक्स्प्रो इंड या लिमिटेड १५४ - १५	- सही - -
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विभाग/मौजें प	गोईसर तालुक्।/	[/] न.भु.मा.का न.भू.अ.ग	रिगांव जिल्हा	, मूलई अपने पर बिल्हे
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विकाचा मुळ धारक वर्ष १९६७	[दि:इंडियन प्लॅस्टिक लिमिटेड]			
पट्टेदार				
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्रिनांक -	व्यवद्वार	खंङ क्रमांक	. नविन घारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
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. १५/०३/२००२	विलिनीकरणानी संपुर्ण मिळकत	मा उच्च न्या मुंबई याचे कडील पारिक्षण न २३३/१९९४ दि.४/८/९४ क.म.प्रदेश ग्वालीयर याचे कडील प्रमाणपत्र	धा [सिमको बिर्ला कंपनी लिमिटेड]	फे रफार क्र. ९६६ प्रमाणे सही " ०१/०४/२००२ न.भू.अ.गोरेगांव सही XXX
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छक्रे

मळकत पत्रिकेच्या प्रमाणित प्रतीयर दाखक

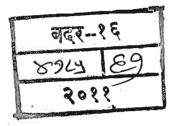
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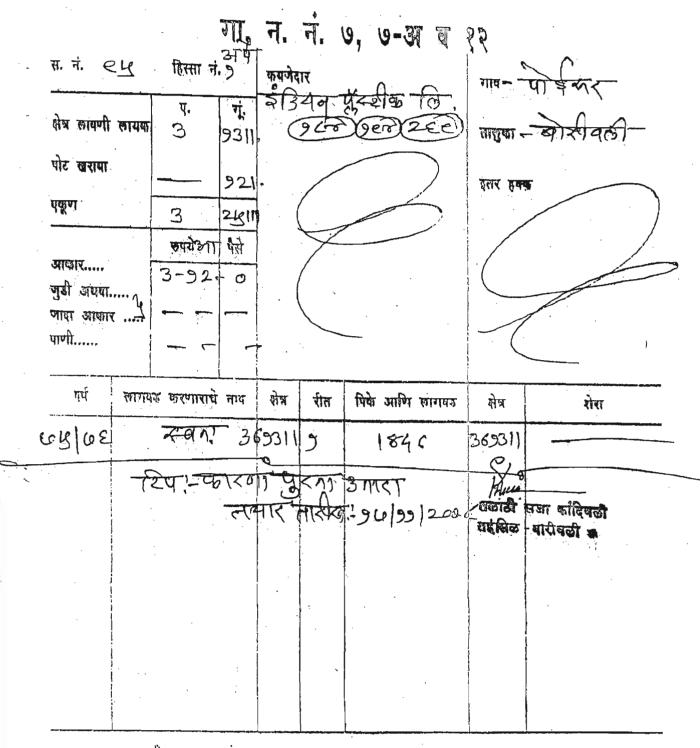
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मालमत्ता पत्रक

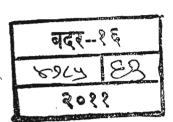
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१५/०३/२००२	मा. उच्य न्यायालय मु. यांचे कडिल पिटिशन नं २३३/९४ दि १०.८.९४ चे निर्णया प्रमाणे व कंपनी रजी मध्यप्रदेश ग्वालियर यांचे कडिल प्रमाणे पत्र कंपनी नं २२२ दि ३.१०.९४ व न. भु अ बोरीवली यांचे दि	पीटिशन नं २३३/९४	भारक [सिमको बिर्ला लिमिटेड]	सहीं - १५/३/२००२ नः भुः अः बोरीबल
	१५.३.२००२ चे आदेशाने धारक सदरी दाखल असलेले इंडियन प्लास्टिक कंपनी ऐवजी सीमको बीला लिमिटेड है नाव दाखल केले.			
्रथ/०३/२००२	मा. उच्य न्यायालय मध्य प्रदेश यांचे कडिल पिटिशन नं २/९९ दि ४.१०.९९ चे निर्णया प्रमाणे व कंपनी रजी. पश्चिम बंगाल यांचे कडिल कंपनी नं ८५९७२ दि २२.९.९८ व न. भु अ बोरीबली यांचे दि. १५.३.२००२ चे आदेशाने धारक सदरी दाखल असलेले सिमको बीली लिमिटेड ऐवजी एक्सप्रो इंडिया लिमिटेड हे नाव दाखल केले	पिटीशान ने २/९९	धारक एक्सप्रो इंडिया लिमिटेड	स्त्री - १५√३/२००२ न. मृ. ज. सोरीवल
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अप्रे क्र १ न्याल क्षानं दाव नक्षतं सम्बद्धाः नक्षते स्थित्याव नक्षते स्थित्याव	THE STATE OF THE S	3	ACK COURT CONTRACTOR	्व राज्य अ
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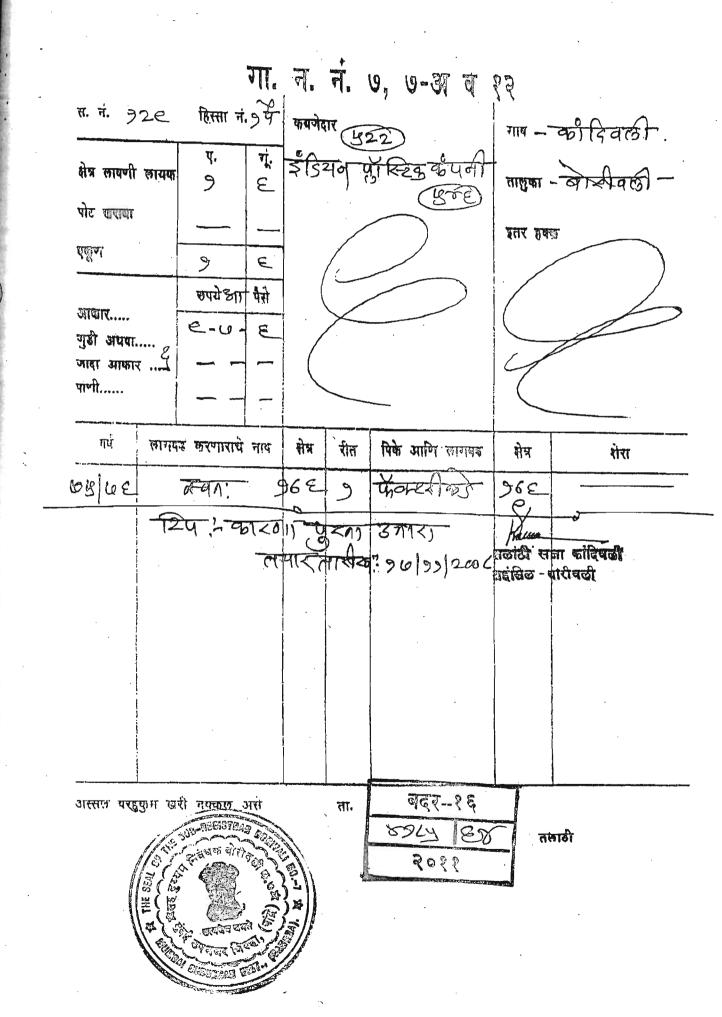
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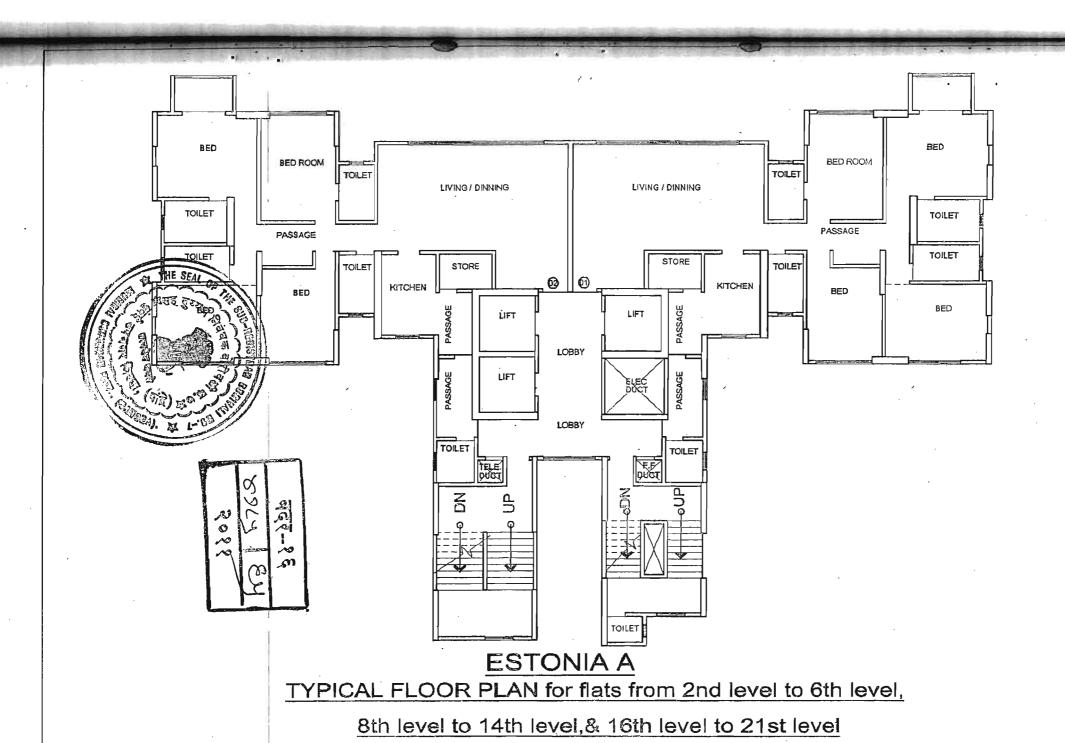
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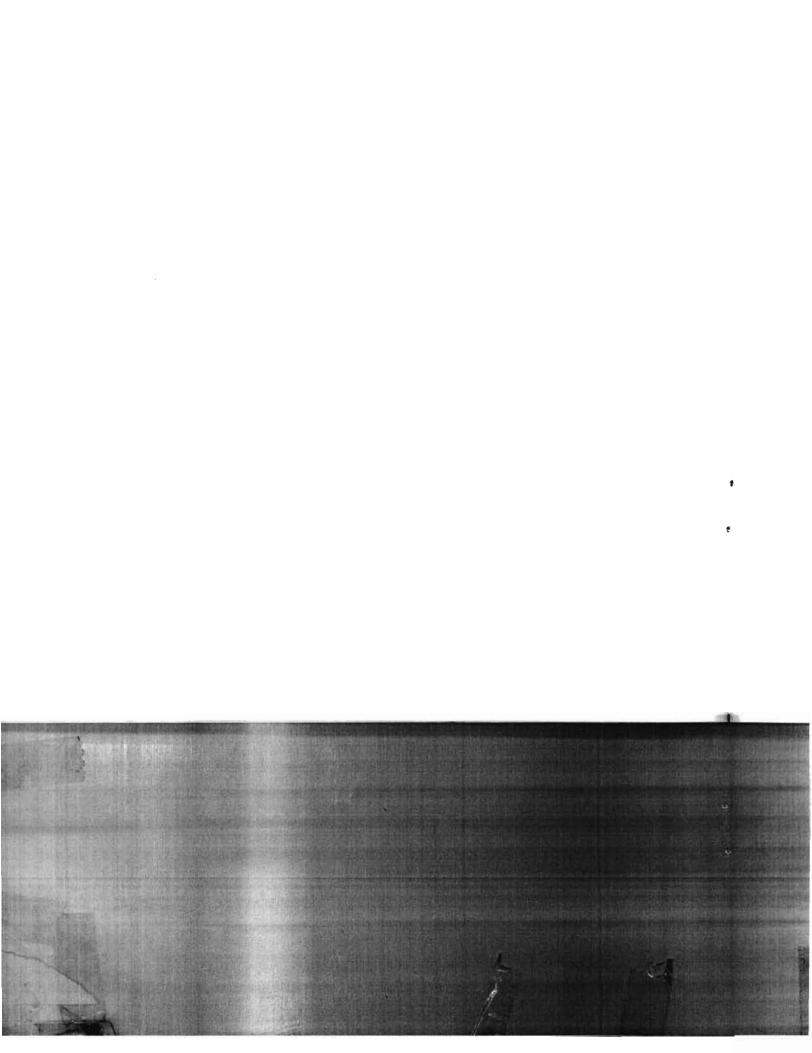


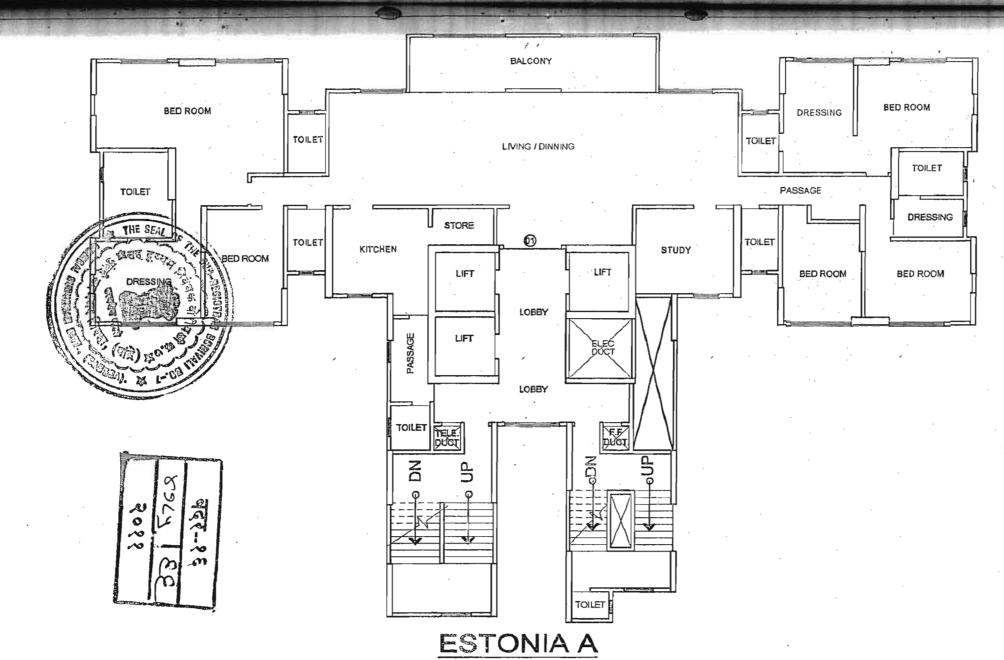


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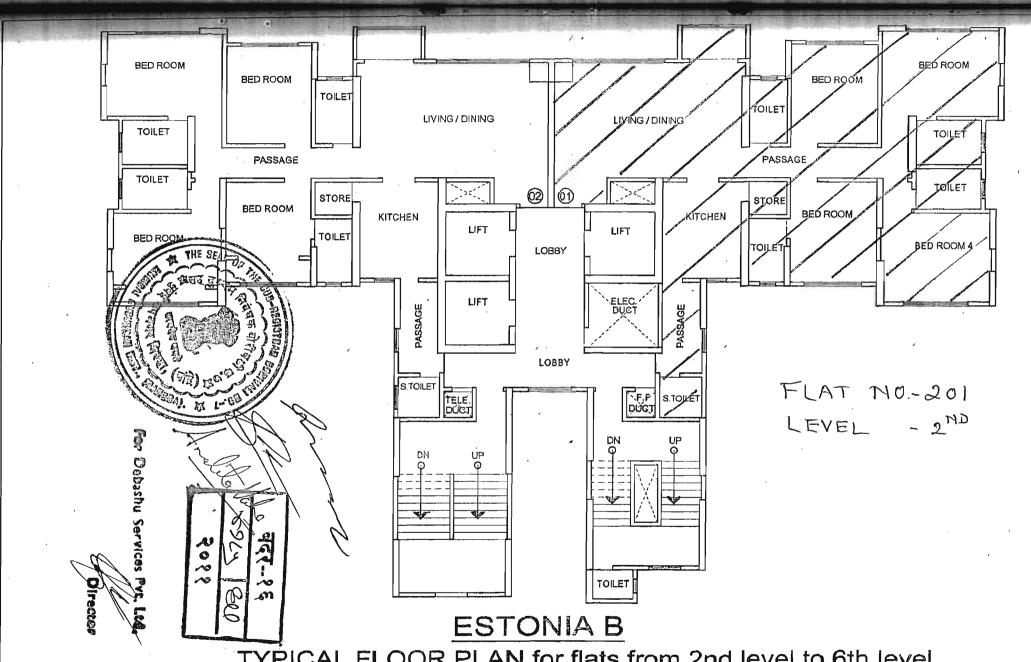




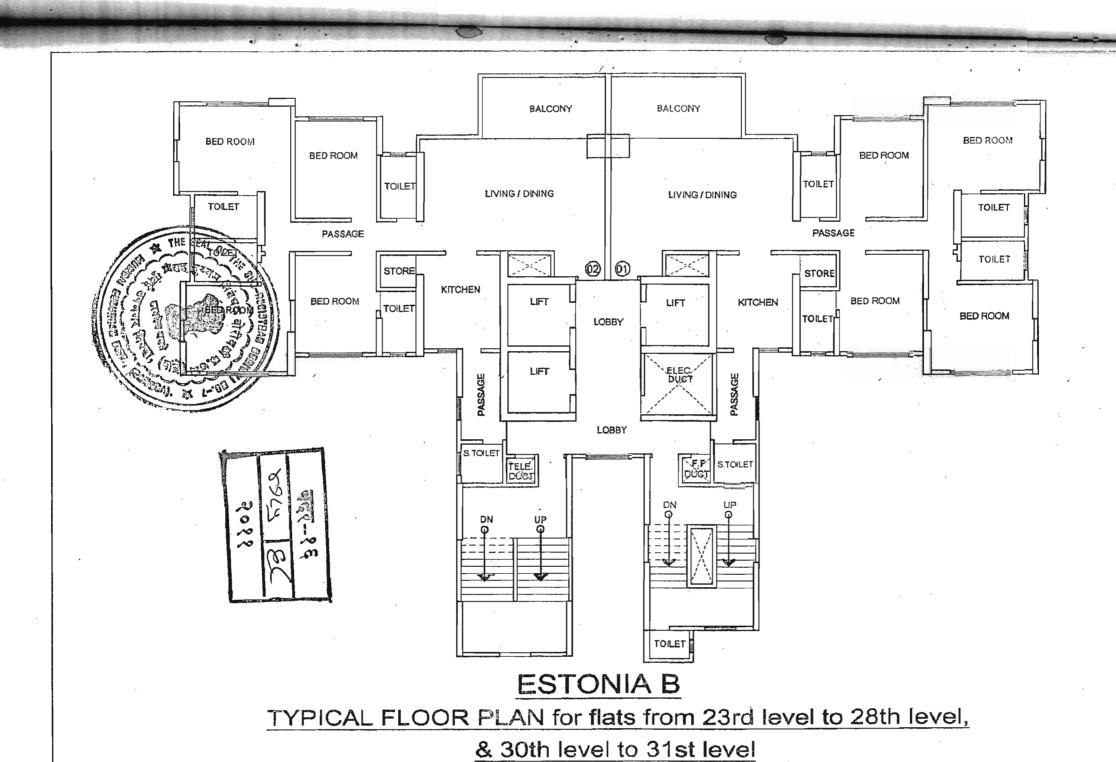


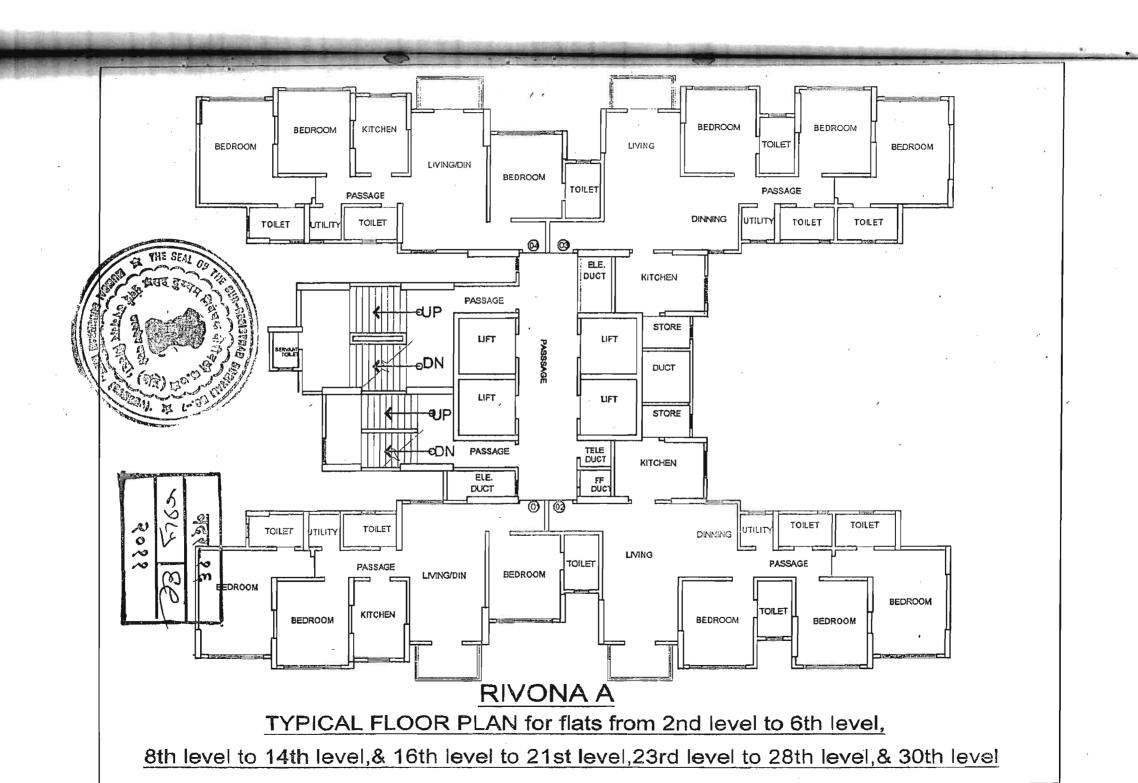


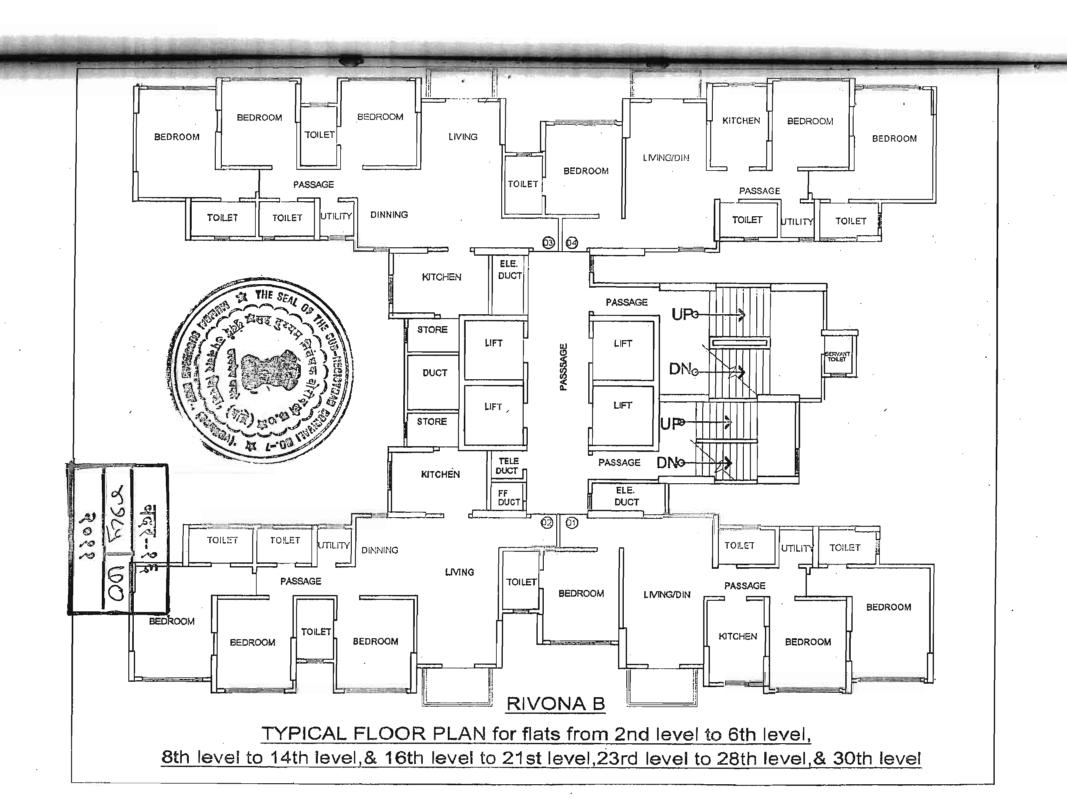
TYPICAL FLOOR PLAN for flats from 23rd level to 28th level, 30th level to 31st level

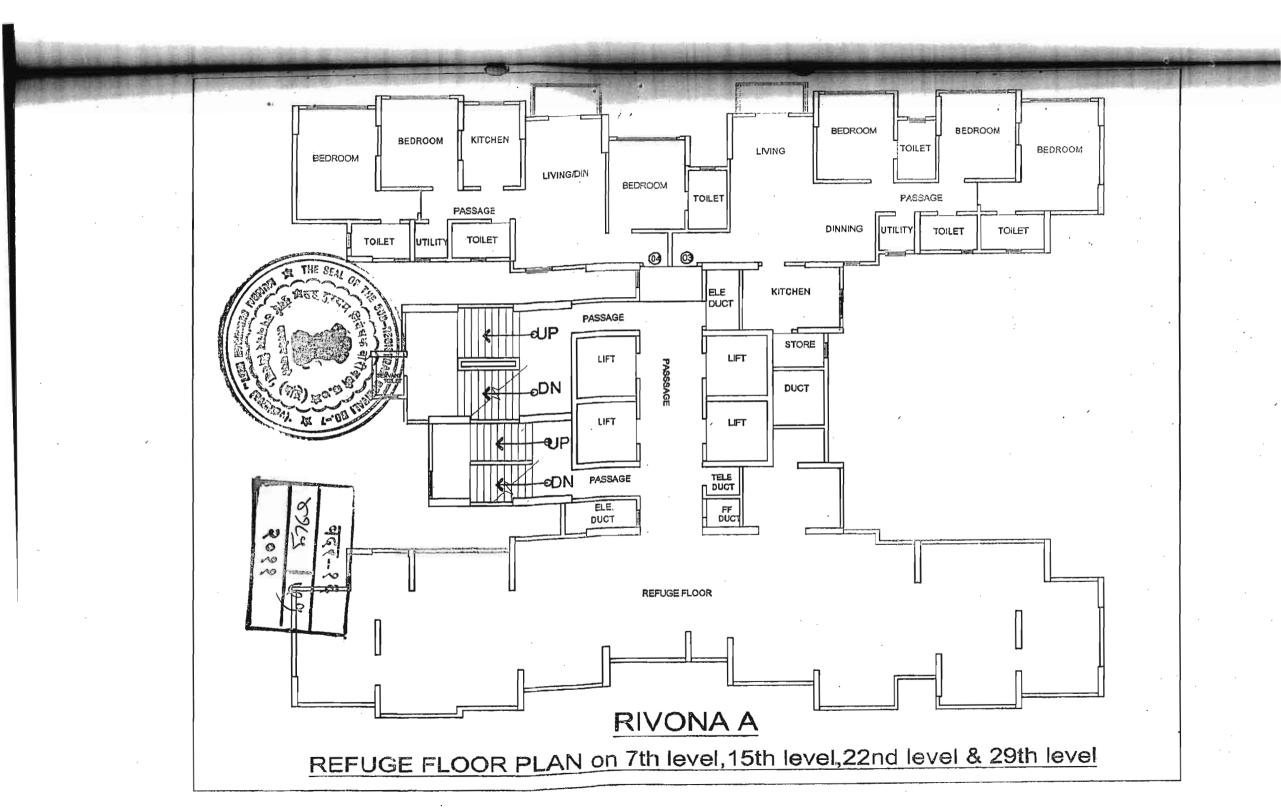


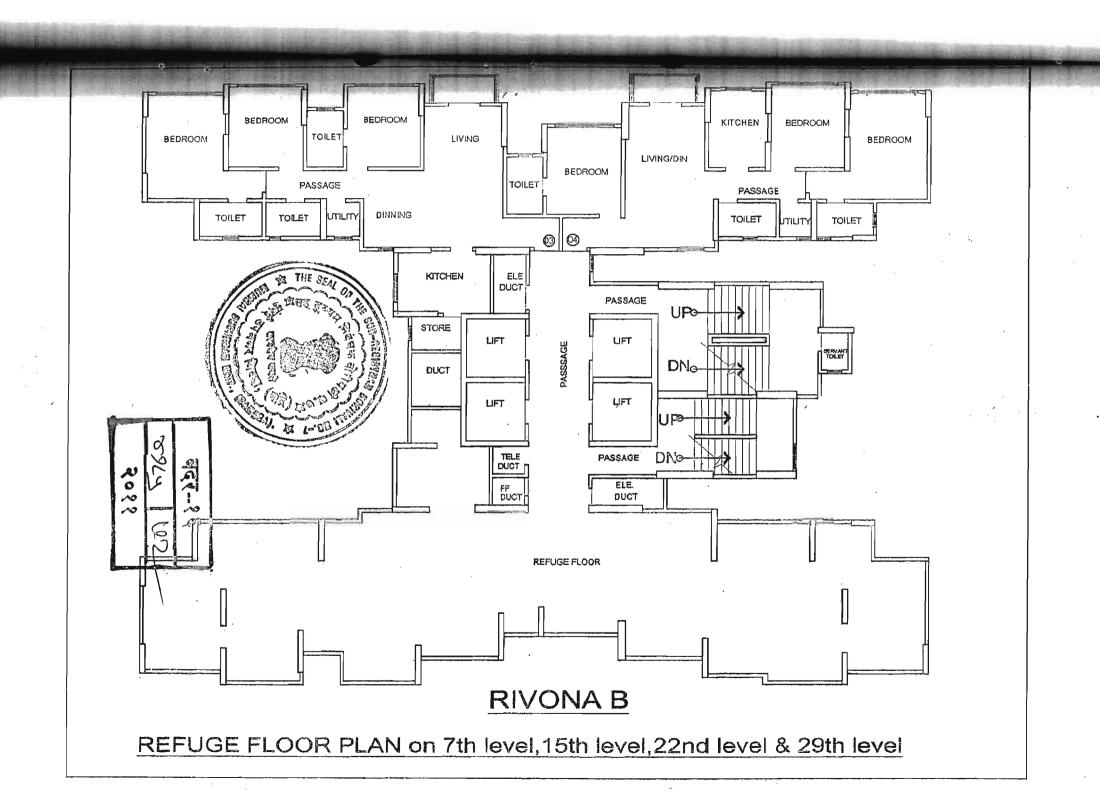
TYPICAL FLOOR PLAN for flats from 2nd level to 6th level, 8th level to 14th level, & 16th level to 21st level

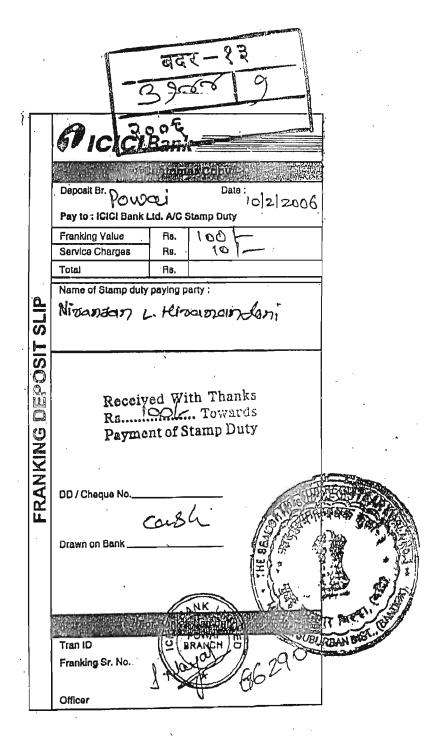




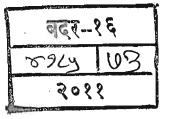










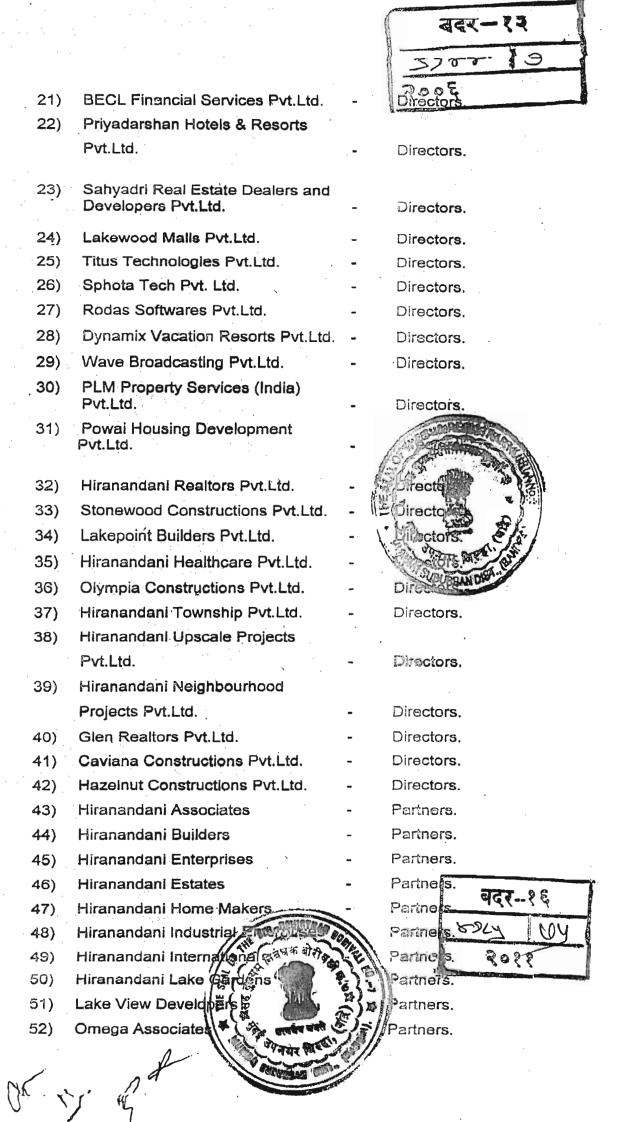


Name: भारत 66290 1.C.I.C.I Benk Lade, Gelleria Shopping Actie... : Fig): To: 100000 Amount inured Only In words: 350 Ra 0 0 0 0 1 0 0 1 - P85212 POWER INDIA STAMP DUTY MAHARABHTRA ICICI Bank Ltd. TO WHOM THESE PRESENTS SHALL COME, We, 1) NIRANJAN LAKHUMAL HIRANANDANI 2) SURENDRA LAKHUMAL HIRANANDANI, (3) KAMAL N. HIRANANDANI and (4) PRITI S. HIRANANDANI, having Registered Office of our firms / companies at 514, Dalamai Towers, Nariman Point, Mumbai 400 021, and office at "Olympia", Central Avenue, Hiranandani Gardens, Mumbai 400 076, DO HEREBY SEND GREETINGS: WHEREAS, we are concerned with the following 3008 companies / firms, in the capacity as directors / partners Directors. Gopi Properties Development Pvt.Ltd. -1) Directors. Hiranandani Constructions Pvt.Ltd. 2) Hiranandani Developers Pvt.Ltd. Directors 3) Hiranandani Properties Pvt.Ltd. 4) Powai Cliff HIII Resorts Pvt.Ltd. 5) Roma Builders Pvt.Ltd. 6) Sea Face Builders Pvt.Ltd. 7) Gamma Constructions Pvt.Ltd. 8) Jolly Anil India Ltd. 9) Bafhira Builders Pvt.Ltd. 10) Directors. Niranjan investments Pvt.Ltd. 11) Directors. Air Inn Pvt.Ltd. 12) Classic Commercial Services 13) Directors. Pvt.Ltd. Directors. Regency Resorts Pvt.Ltd 14) Directors. Harmony Constructi 15) बदर--१६ Directors Hiranandani Export 16) 1000 pirectors. 59Ly Sears Construction 17) २०११ Shree Saptashring 18) Directors. Floriculture Pvt. Ltd Lake Meadows Hotels 19) Directors. Pvt.Ltd. Deep-Jyot, Properties Investments and

Directors.

Financial Services Pvt.Ltd.

20).



53) Classique Associates 54) Crescendo Associates Parin Sook 55) Alpha Associates 56) Futura Builders Partners. 57) **Apex Constructions** Partners. 58) Green Valley Developers Partners. 59) Hira Nagar Constructions Partners. 60) Gufic Hiranandani Constructions Partners. 61) Vardhman Hiranandani Developers -Partners. Hiranandani Developers. 62) Partners.

AND WHEREAS, for the sake of convenience, we are desirous of appointing some persons to be our true and lawful attorney for us and in our names and also on behaltine said companies / firms as also all other companies and firm / firms in which we are cliptors partners, that may be formed hereinafter to do an and perform the following acts, deeds, matters and connection with the registration of the documents of aforesaid companies / firms.

WITNESSETH THAT We, 1) Niranjan Lakhumal Hiranandani, 2) Surendra Lakhumal Hiranandani, 3) Kamal Niranjan Hiranandani and 4) Priti Surendra Hiranandani, do hereby revoke and terminate previous Power of Attorney executed by us dated 29th September, 2001 and do hereby appoint, authorize and constitute each of the following persons viz. (1) J.B. Mendon, (2) Mr.H. M. Khan, (3) Mr.B.N. Hegge. (4) Mr.Dilip Kapadia, (5) Mr.Kinjal Desai, (6)

Hegde, (4) Mr.Dilip Kapadia, (5) Mr.Kinjal Desal, (6) எடு Mr.Sanjay S. Parekh, (7) Mr.Sanjay Mchanaj, (8) Mr.B.K.ல் இடி

Vashist, 9) Pravin Mahurkar, (10) Soulabh Shutiani,

Usman Mohammed, and (2) (Dineeral Lesward) to be our true and lawful attorneys in our manage are to the stores of all

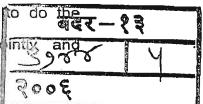
ON is she

B K なりで (6) <u>(4)</u>

) 4088 2084 196 304 196

our true

and/or any of the aforesaid companies / firms to do if following acts, deeds, matters and things jointly ar individually.



- Mumbai, Bandra, Chembur, Navi Mumbai, Thane,
 Pune and before all Sub Registrars of Assurances of
 different places, districts all over Maharashtra and
 present documents for registration on behalf of us and
 our aforesaid companies / firms.
- 2) To present for registration and admit execution of the documents executed or may be executed by us and the aforesaid companies / firms.
- To do all acts things necessary for the registered and to do all acts and things necessary this behalf as effectively as we could do.
- AND we do hereby for ourselves and for our aforesaid companies / firms, agree to confirm and ratify all such acts, deeds and things that may be lawfully done by our said attorneys and/or any of them on our behalf and in our names and/or on behalf of aforesaid companies / firms by virtue of this Power of Attorney and the same shall be binding on us and aforesaid companies / firms.

IN WITNESS WHEREOF, we have set and subscribed our hands hereunto this Power of Attorney on this 28

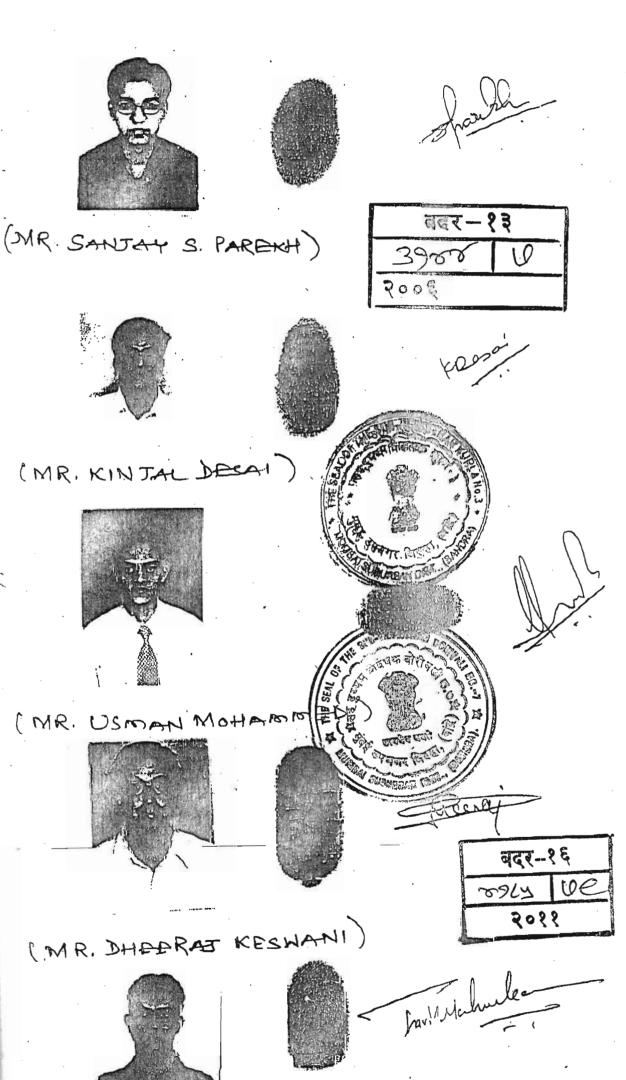
day of February, 2006;

28 **बदर-१६** ४९८५ <u>७७</u> २०११

M. .

SIGNED AND DELIVERED BY THE } WITHINNAMED 1) NIRANJAN LAKHUMAL HIRANANDANI 2) SURENDRA LAKHUMAL HIRANANDANI 3) KAMAL N. HIRANANDANI, AND 4) PRITI S. HIRANANDANI IN THE PRESENCE OF..... (1) Mr.J.B. Mendon, (2) Mr.H. M. Khan, (3) Mr.B.N. Hegde, (4) Mr.Dilip Kapadia, (5) Mr. Kinjal Desai, (6) Mr.Sanjay S. Parekh, (7) Mr.Sanjay Mohanraj B.K.VV (8) Mr.B.K. Vashist (9) Pravin Mahurkar, (10) Sourabh Bhutiani, बदर--१६ (11) Usman Mohamme 3088 (12) Dheeraj Keswar BEFORE ME.

शिष्ट्र होगारु



tragot Gronz



(DILIP KAPADIA)

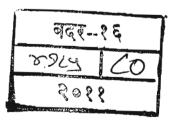


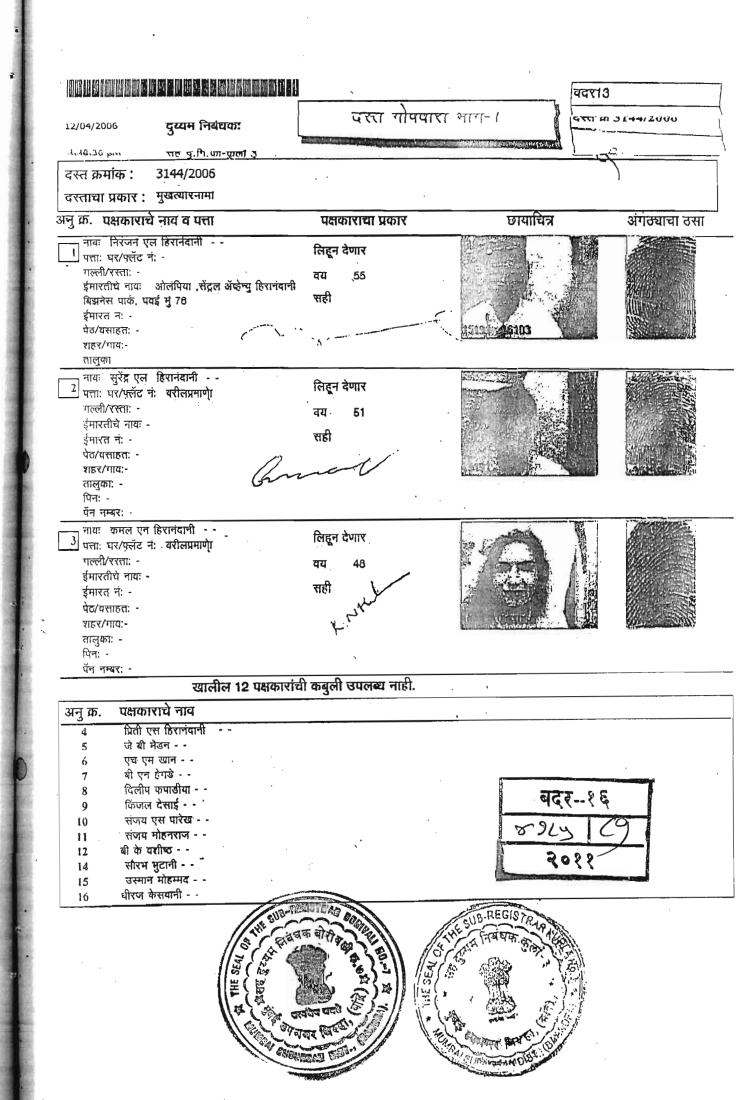
Dilit. P. Kapadia



बदर-१	7
3788	
२००६	







दस्त गोषवारा भाग - 2

द्रारहाइ

पावती क्र.:3148

पावतीचे वर्णन

(आ. 11(2)),

एकत्रित फी

400: एकूण

100

300

المناواء والمناور مناورهم

नांव: निरंजन एल हिरानंदानी - -

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

दु. नियंघकाची सही, सहै दु.नि.का-कुर्ला 3

एस. एम. दुलोड

:नोंदणी फी

) दिनांक:12/04/2006

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

दस्त् क्र. [वदर13-3144-2006] या गोषवारा

बाजार मुल्य :0 मोबदला 0 मरलेले मुद्रांक शुल्क : 100

दस्त हजर फेल्याचा दिनांक :12/04/2008 04:42 PM

निष्पादनाचा दिनांक : 28/02/2006 दस्त हज़र करणा-याची सही :

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 12/04/2006 04:42 PM

शिक्का क्र. 2 भी वेळ : (फ़ी) 12/04/2006 04:47 PM

ओळख:

खालील इसम असे नियेदीत करतात की, ते दस्तऐयण कश्चम देशाः माना व्यवस्तिशः ओळखतात, व त्यांची ओळख पटवितात.

1) विजय हुमणे- - ,घर/फ्लंट नं: -

गल्ली/रस्ता: -

ईमारतीचे नायः ओलपिया सेंट्रल अंव्हेन्यु हिराहुदीनी विक्रिनेस्ट अर्किः पवई मु 76

ईभारत नः -

पेठ/वसाहतः -

शहर/गाय:-

तालुकाः -

पिन: -

2) रमणीक शाह- - ,घर/फ़लॅट नं: वर्डेंक्सिप्रमाण्।

गल्ली/रस्ताः -

ईमारतीचे नावः

ईमारत नं: -

पेठ/यसाहत: -

शहर/गाव:-

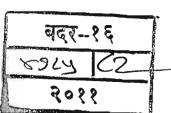
तालुकाः -

पिन: -



दु. निबंघकाची सही सह दु.नि.का-कुर्ला 3

एस. एन. दुर्तोष्ट्री





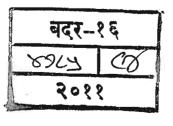
国籍制制的原则和国际制制制制度保护的电影对对比较 वदर13 वरल गोषवारा भाग-1 ひひひふ いとしんしょう アアア दुय्यम निबंघकः 13/04/2006 $G(\cdot)$ 12.75.51 pm घट पु.**!"। पग-पुग्ला** ३ 3144/2006 दस्त क्रमांक : दस्ताचा प्रकार: मुखत्यारनामा अन् क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा नावा किजल देसाई - -9 पत्ताः घर/फ़्लॅंट नंः वरीलप्रमाणे्ा तिहून घेणार गल्ली/रस्ताः --वय 30 ईमारतीधे नायः -उपलब्य नाही उपलब्ध नाही सद्दी ईमारत नं: -पेट/वसाहत: • शहर/गाय:-तालुकाः -पिन: -पॅन नम्बर: -नावः संजय एस पारेख - -लिहून घेणार 10 पत्ताः घर/फलॅट नः वरीलप्रमाण्। गल्ली/रस्ताः -वय ईमारतीचे नावः -उपलब्ध नाही उपलब्ध नाही ईमारत नं: -त्तही पेठ/वसाहतः -शहर/गाव:-तालुका: -पिन: -पॅन नम्बर: -नावः संजय मोहनराज - -लिहून घेणार पताः घर/फ़लॅट नः वरीलप्रमाण्। गल्ली/रस्ता: --वय 30 ईमारतीचे नावः -ईमारत नः -पेठ/वसाहतः शहर/गाय:-तालुका: -पिनः -पॅन नम्बर: -नावः यी के वशीष्ठ - -लिहुन घेणार 12 पत्ताः घर/फ्लॅट नं: वरीलप्रमाणे्। गल्ली/रस्ताः -वय ईमारतीचे नावः -ईमारत नं: -B.R. Walt पेठ/वसाहतः -शहर/गाय:-तालुकाः -पिनः -पॅन नम्बर: -नावः प्रविण माहूरकर - -लिहुन घेणार 13 पत्ताः घर/फ़लॅट नंः वरीलप्रमाणा गल्ली/रस्ताः -30 वय उपलब्ध नाही उपलब्ध नाही ईमारतीचे नावः -सद्दी ईमारत नः -पेठ/वसाहतः -शहर/गाय:-तालुकाः -बदर--१६ पिन: -पॅन नम्बर: -२०११ 2 OF 3

वस्तऐयज करुन देणार तथाकथीत [मुखर्यारमामा] दस्तऐवज करून दिल्याचे कवूल करतात.

वदर13 दस्त गोपवारा भाग-1 GTTT ST 3144/ZUU0 दुय्यम निबंधकः 13/04/2006 सह दु.नि.का-कुर्ख़ा ३ 12:45:51 pm दस्त क्रमांक : 3144/2006 दस्ताचा प्रकार : मुखत्यारनामा छायाचित्र अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार अंगठ्याचा ठसा नायः सौरभ मुटानी - -पत्ताः घर/पलॅट नंः वरीलप्रमाणे। तिहुन घेणार गल्ली/रस्ता: -वय ईमारतीचे नावः -ईमारत नं: -पेठ/वसाहत: राहर/गाव:-तालुका: -पिन: -पॅन नम्बर: -नावः उस्मान मोहम्मद - -15 पत्ताः घर/फ्लंट नंः वरीलप्रमाणा लिहून घेणार गल्ली/रस्ताः -वय 28 ईमारतीचे नावः -उपलब्ध नाही उपलब्ध नाही सही ईमारत नं: -पेठ/यसाहतः -शहर/गाद:-तालुका: -पिन: -पॅन नम्बर: -नावः धीरज केसवानी - -ावः धारण परायः पत्ताः घर/फुलॅट नंः वरीलप्रमाणे्ा लिहून घेणार गल्ली/रस्ताः -ईमारतीचे नावः -वय 29 उपलब्ध नाही उपलब्ध नाही सही ईमारत नं: -पेठ/वसाहत: -शहर/गायः-तालुका: -पिन: -







पॅन नम्बरः -

वदराउ दस्त गोषवारा भाग १ MACHIC IN TOTAL द्य्यम निबंधकः 13/04/2006 Chis 12:45:50 pm त्तर पु.भि.का-कुला उ 3144/2006 दस्त क्रमांक : दस्ताचा प्रकार: मुखत्यारनामा पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा अनु क. पक्षकाराचे नाव व पत्ता नायः प्रिती एस हिरानंदानी लिहून देणार 4 पत्ताः घर/फ्लॅट नः वरीलप्रमाणे गल्ली/रस्ताः --वय 41 इंमारतीचे जावः -सही ईमारत नं: -पेठ/यसाहतः शहर/गाय:-तालुका: -पिन: -पॅन नम्बर: -नावः जे बी मेडन - -लिहून घेणार पत्ताः घर/प्रलॅट नं: -गल्ली/रस्ताः -वय 43 उपलब्ध नाही उपलब्ध नाही ईमारतीचे नाक ओलंपिया ,सेंट्रल ॲव्हेन्यु हिरानंदानी सही विञनेत पार्क, पयई मुं 76 ईमारत नं: -पेठ/यसाहतः -शहर/गाय:-तालुकाः -पिन: -नावः एच एम खान - -लिहून घेणार 6 पत्ताः घर/फ्लॅट नंः वरीलप्रमाणे्। गल्ली/रस्ता: -वय 42 ईमारतीचे नायः -त्तही ईमारत नं: -पेठ/वसाहत: -शहर/गाय:-तालुकाः -पिनः -पॅन नम्बर: -नावः भी एन हेगडे - -लिहून घेणार 7 पत्ताः घर/फ़लॅंट नंः वरीलप्रमाण् गल्ली/रस्ता: -वय ईमारतीचे नावः -सही ईमारत नः -पेट/वसाहत: -B.N. treple शहर/गाय:-तालुकाः -पिनः -पॅन नम्बर: -नायः दिलीप कपाडीया - -लिहून घेणार ` 8 पताः घर/फ्लॅट मंः वरीलप्रमाणे। गल्ली/रस्ताः -45 वय उपलब्ध नाही उपलब्ध नाही ईमारतीचे नायः -सही ईमारत नः -पेठ/यसाहतः -शहर/गाय:-तालुकाः -पिन: -पॅन नम्बर: , 15 1 OF 3 दस्तऐवज करून देणार तथाकथीत निखत्वारनामान्विताएवज करून दिल्याचे कयूल करतात.

दरत गोपवारा भाग

CITPP

Sit rimer (DIMINION)

दस्त क्र. [वदर13-3144-2006] चा गोषवारा

बाजार मुल्य :0 मोबदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक :12/04/2006 04:42 PM

निष्पादनाचा दिनांक: 28/02/2006 दस्त हजर करणा-याधी सही:

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्का क्र. 1 थी वेळ : (सादरीकरण) 12/04/2006 04:42 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 12/04/2006 04:47 PM(कार्यवाही पूर्ण)

शिक्का क्र. 3 ची वेळ : (कबुली) 13/04/2006 12:45 PM शिक्का क्र. 4 ची वेळ : (ओळख) 13/04/2006 12:45 PM

दस्त नोंद केल्याचा दिनांक : 13/04/2006 12:46 ि

पायती क्र.:3148 पावतीचे वर्णन नांय: निरंजन एल हिरानंदानी - -

:नोंदणी फी 100

300 :नक्कल (अ. 11(1)), पृष्टीकनाची नक्कल

(ਰਜ. 11(2)),

ञ्जवात (अ. 12) व छायाचित्रण (अ. 13) 🐤 एकत्रित फ़ी :

400: एकूण

दु. निबंधकाधी सही, सह दु.नि एस. एन. दुताड

ओळख:

खालील इसम असे निवेदीत करतात की, क्रेड्र व त्यांची ओळख पटवितात.

1) विजय हुमणे- - ,घर/फ़्लॅट नं:

ईमारतीचे नावः ओलंपिया ,सेंट्रल ॲक्ट्रेयु हिरानंदाती विश्वनेस पार्क, पयई मुं 76.

ईमारत नं: -

पेट/वसाहत: -

शहर/गाय:-

तालुका: -

पिनः -2) रमणीक शाह- - ,घर/फ़्लंट नं: वरीलप्रेमी

गल्ली/रस्ताः -

ईमारतीचे नावः -

शहर/गाव:-

तालुकाः -

ईमारत नः -

पेठ/वसाहतः -

पिनः -

प्रमाणित करण्यात येते कि या दस्तामध्ये) पाने आहेत.

पुरुवृक्त कमांक १ छंभां हवर

निर्दिता दिनांक

सह दुय्यन निबंधक कुँली-ह मुंबई उपनयर जिल्हा,

एस. एन. दुर्तोड

दु. निबंघकाची सर्ह सह दु.नि.का-कुर्ला 3

एस. एम. दुतोंडी





घोषणापत्र

मी-छिज्ञल दिसाई

करतो की, दुष्यम निबंधक के विकास किया निर्माण कार लयात कर रामा था शिर्षकाचा वस्त नोंदणीसाठी सादर करण्यात आला आहे.

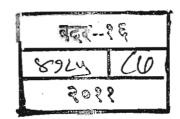
श्री विलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर वस्त नोंदणीस सादर केला आहे / निष्पादीत करुन के बुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कलपुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

दिनांक:- & 🗘 🗸 🗸 🗸 099

कुलमुखत्यारपत्रधारकाचे नांव

PMG-I





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Enriching Lives

MINUTES OF MEETING OF BOARD OF DIRECTORS OF DEBASHU SERVICES PRIVATE LIMITED HELD AT WEDNESDAY 25TH NOVEMBER, 2009 AT REGISTERED OFFICE OF THE COMPANY AT 18, SAPTAK PLAZA, 2ND FLOOR, SHIVAJI NAGAR, NAGPUR AT 11:00 A. M.

PRESENT:

Shri Saptarshi Naha
 Shri Manab Naha
 Shri Debarshi Naha
 Shri Sukumar Adhikari
 Director/ Chairman
Managing Director
 Whole-time Director
 Director

1. CHAIRMAN:

Shri Saptarshi Naha occupied the chair.

2. MINUTES OF PREVIOUS BOARD MEETING:

Minutes of the previous Board Meeting were read and confirmed.

3. PURCHASE OF OFFICE CUM GUEST HOUSE:

The chairman informed the Board that the business of company is expanding and to explore new business prospect and for better services it is desirable to have office cum guest house at Mumbai. For this purpose Chairman informed about the details of properties available at propose scheme known as "Estonia B" situated at Hiranandani Haritage, Poisar Bridge, S. V. Road, Kandivali (W) Mumbai having a Carpet area of 137 Sq. mtrs which is equivalent to 1475 Sq. Fts at a approximate cost of Rs. 1.72 Crores of a reputed builder Hiranandani Construction Private Limited. The Board after having detailed discussion passed the following resolution:

"RESOLVED **T**HAT the company do purchase a office cum guest house in a propose scheme known as "Estonia B" situated at Hiranandani Haritage, Poisar Bridge, S. V. Road, Kandivali (W) Mumbai having a Carpet area of 137 Sq. mtrs which is equivalent to 1475 Sq. Fts at a consideration not exceeding Rs. 1.80 Crores of a reputed builder Hiranandani Construction Private Limited."

RESOLVED FURTHER THAT Shri Saptarshi Naha, Director be and is hereby authorized to give advance and to execute agreement to sell / sale deed and to submit such document and information and to do all such acts, deeds and things as may be necessary to give effect to the above resolution.

4. VOTE OF THANKS:

There being no other business the meeting was concluded with a vote of thanks to the chair..

//CERTIFIED TRUE COPY\\

*Date: 30th November 2009

Place: Nagpur

बदर-१६ ४९८५ टिट २०११

Saptak Plaza, 18. Shivaji Nagar, (Opp. Sarasvat School), Nagpur – 440 010 (MS).

Tel.: (712) 2248132



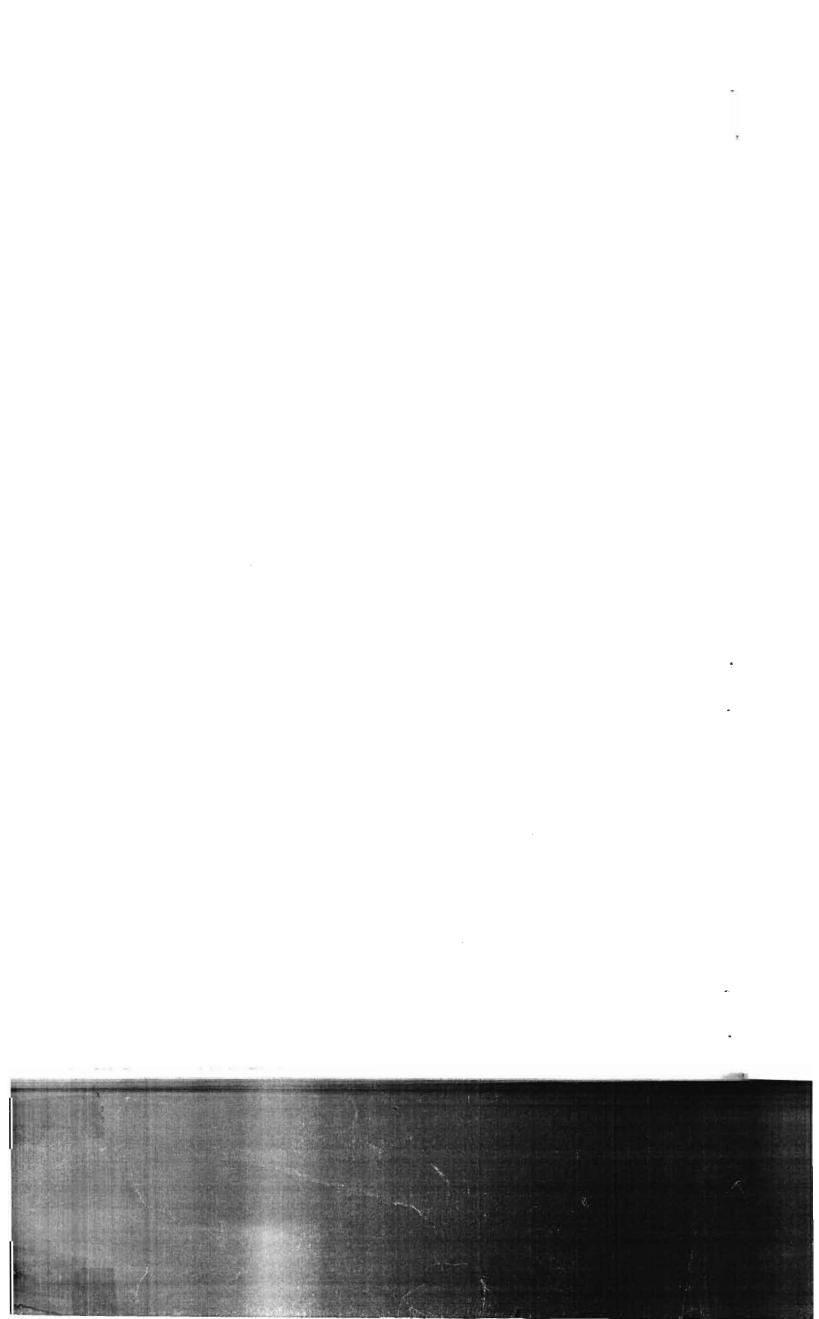
प्राह्म**ए॰ आई॰ आए॰** Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता॰ ... का सं• ... No. 11-55118 of 19 90

मै एतद्दारा प्रमाणित करता हूं कि आज
कम्पनी अगिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह
क्रापती वरिसीमित है।
I hereby certify that DEBASHI SERVICES PRIVATE
LIMITED
is this day incorporated under the Companies Act 956 (1947 1) 1 1956)
and that the Company is limited.
मेरे ह्रताक्षर से आज ता॰ BOMPA र क्षेत्र हा स्मार्थि । प्या
day for thousand nine hundred and NINETY
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S' S'AN
(V.N.JAGANNATH) कापनियो का रजिस्ट्रार
5 Parietras of Companies
कापनियों का राजस्ट्रार ASSTE Registrar of Companies Maharashtra



MEMORANDUM OF ASSOCIATION

OF

DEBASHU SERVICÈS (PRIVATE) LIMITED.

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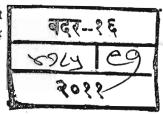
2. The mark ob

agents, dealers, traders, designors, and processors, and fabricators for any kind of plastic and steel material.

2.To carry on the business by undertaking turnkey projects/par tial contracts for Machanical, electrical and civil works to do liasinoning job and also to obtained labour-base works and con tracts.

B. OBJECTS INCIDENTIAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS.

- 3. To carry on the business as processors, designors, consultants, producers, manufacturers, buyers, sellers, resellers, exchangers, exporters, importers, distributers, or dealers or agents of all types of raw materials, consumables and other items (including finished and semi-finished products), directly or indirectly required in production, manufacture processing, designing or otherwise dealing with the systems, equipments, instruments, items, or products related to the company's business or parts thereof.
- 4. To apply for tender, purchase or otherwise acquire any con tract, sub-contract, orders, licences and concessions for and in relation to the business of the company and to undertake exe cute, carry out, dispose of or otherwise turn to account the same.
- 5. To buy, invest, in and /or hold shares, stocks, debentures, bonds, obligations, and securities issued or guaranteed by any company or body incorporated or unincorporated or by a person or association or otherwise who or which may be, carrying on busi ness similar to the company's business or having objects similar to the company's objects or otherwise.
- 6. To lend money with or without security and to make advances upon, hold in trust, Issue, buy, sell, or otherwise acquire or dispose off on commission or otherwise any of the securities or investments of all kinds, to act as agents for any of the above or the like purpose.
- 7. To receive money, on loan or borrow or raise or secure the payment of money in such manner as the company shall think fit subject to the provisions of section 58 A and directives of Reserve Bank of India. *
- 8. To recive money on deposite or loan and borrow or raise or secure the payment of money in such manner as the company shall think fit by the issue debentures or debentures stock, to secure repayments of any money borrowed raised by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future.) including its uncalled capital as the case may provide subject to the provision of section 58 A artist of India.



- 9. To borrow or raise or secure the payment by the issue or the sale of debentures, debentures stock, bond, obligations, mortgages and securities of all kinds and to charge or secure the same by trust, deed or otherwise on the undertaking of the company or upon any specific property and rights of the company or otherwise subject to the provisions of section 58 A and directives of RBI.
- 10. To promote and/or impart managerial, technical, administra tive and other advise consultancy and tender financial help or assistance to any other companies or company, enterprise or person in India or abroad in areas directly or indirectly con nected with the company's business.
- 11. To draw, make, accept, endorse, discount, negotiate, execute and Issue bills of exchange, promisssory notes and other negotiable instruments or transferable instruments and raise money for the purpose of the company.
- 12. To acquire, manufacture, and deal in any other manner in all such stock -in trade goods and effects as may be necessary or convenient or directly or indirectly connected with any business being carried out by the company.
- 13. To sell, put to charge, improve, manage, develop or grant rights or privialges, in respect of or otherwise deal with all or any of the property and rights of the company.
- 14. To purchase or otherwise acquire, sell, dispose of or deal in real estate and or property of all kinds and in perticular land, building business concerns, mortgages and concessions of all kinds. of 3
- 15. To deposit money or open and oprate accounts with any individual firm, company, Bank, Bank and Bankers, or any other and pay into and withdraw money, accept loans from such deposits/ accounts form time to time.

reselled to business of manufacturers, buyers, sellers, reselled to all backing materials and other comsumables re quired the unit pess of the company or otherwise.

THE LIVERILLIES OF THE MEMBERS SUBVITED OF Authorised Spare Capital of the company to PRS. 40,00,000/personally lack only) divided into 19,000 (forty thousand only)

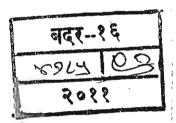
share-out so 100 (One hundred only) each with power to increase or reduce such capital from time to time in accordance with the regulations of the company and the legislative provisions for the time being

inforce in this behalf and with power to divide the shares in the capital into shares of different classes and to attach thereto respectively and priferential, qualified special rights or condition as provided by the company and in confirmity with the relevant provisions for the time being in force.

We-the several persons, whose names, addresses and describtions are subscribed thereto are desirous of being formed into a Company in persuence of this memorendum of association and respectively agree to take the number of shares in the capital of the company set opposite our respective names.

\$.No.	Name and Address	No.of shares	Signature of	Name and Address
	Describtion of the	taken by the	subscriber	Describtion of the Witness
	subscriber .	subscriber		and his Signnature
E	•			
	Shri Shriniwas son of Keshaorao Gotey, 350,Hanuman nagar, NAGPUR. Businessman.	250 Shares of Rs.100/- each.		
2.	Shri Manab son of Naha.Laxmi Vaibhav Society, Laxmi nagar, NAGPUR. 10	250 Shares of 100 each		





ARTICLES OF ASSOCIATION

OF

DEBASHU SERVICE (PRIVATE) LIMITED

1. The regulation contained in Table 'A' in the First Schedule to the Companies Act 1988 shall apply to this company except in regard to the matters contained in these Articles. The regulations for the management of the company and its affairs for the observance thereof by the shareholders or their representative shall, subject to any exercise the statutory powers of the company in reference to its its distinguishment of the provided by the Act, be such as are contained

INTERPRITATIONS

INTERP

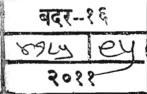
- (a) "The Ast of "The said Act" means "The Companys Act, 1988 as amended from time to time.
- (b) "The Company" means "Debashu Service Private Limited"

- (c) "Directors" means the directors for the time being of this Company.
- (d) "The Board" means the Board of directors for the time being of this Company.
- (e) "Month" means an English Calander Month.
- (f) "Office" means the "Registered Office" for the time being of the Company.
- (g) Executor or Administrator means a person who has obtained o7 3 probate or letters of administration as the case may be, from such compitant court having effect in India and shall include an executer or administrator or the holder of certificate, appointed or granted by such compitant court and authorised to nigoti ate or transfer the shares of the deceased member.
- (h) "Seal" means common seal for the time being of the Company.
- (i) "Persons" means and includes, individuals, firms, corporate bodies and association of persons, whether registered or not.
- (j) Year and Financial Year shall have the meaning assigned by section 2(17) of the Act
- (k) Member means a registered holder of share in the company and includes the subscribers to the Memorandum of the Company.

Unless the subject matters or context otherwise provides, words or expressions containted and refered in this articles shall have the same meaning as defined in the Act.

PRIVATE COMPANY

- 3. The Company Is private Company, within the meaning of section 3(1) clause(iii) of the Companies Act, 1988 and accordingly.
- (a) The right to transfer the share of the company shall be restricted in the manner and to the extend hereinafter provided in this regulation.
- (b) The number of members of the Company (exclusive of persons in the employment of the Company and persons who having been for merly in employment of the Company, were members of the Company, while in that employment and have continued to be member after the employment ceased) shall be introduced in the purpos of this provision when two or more persons of the Company they shall be so while days.



(c) No invitations shall be issued to the public to subscribe for any share, in or debentures of the Company.

SHARE CAPITAL

The Authorised Share Capital of the company is Rs. 40,00,000/(Rupees forty lacs only) divided into 40,000 (forty thousand only)
shares of 100/- (Rupees one hundred only) each with the power to
increase or reduce the capital. The company may from time to time,
by an ordinary resolution, increase by such sum, the share capital,
to be divided into shares of such amount as may be specified in the

- 5. The Company shall have the power to issue preference shares including redeemable preference shares in accordance with the provision of the section 80 of the Act. Subject to the provisions of the Act and these Articles. The shares in the capital of the company shall be under the control of directors who may allote or otherwise dispose off the same or any of them to such person(s) on such terms and conditions and either at par or (subject to compliance with the provisions of the section 79 of the Act) at a discount and at such terms they may from time to time, think fit.
- 6. Subject to the provisions of the Act and this Article and the Company may allot and issue of the shares in the capital of the company in payment or part payment for any property sold or transfer or for services rendered to the company on or above fomation or promotion of the company or the conduct of its business or otherwise and any shares so allotted may be issued as fully pald up shares.
- 7. Except as required by law, no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound or be compelled in any way to recognise (even when having notice thereof) any equitable contingent, future, or partial interest in any shares or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other right in repect of any shares except an absolute right to the entirety thereof in the registered holder.

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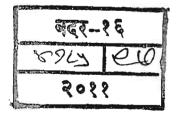
- 9. The company may pay commission, in consideration to the subscribing or agreeing to subscribe whether absilutely or conditionally for any shares in the company or procuring or agreeing to procure subscriptions whether absolutly or conditionally, for any shares in the company. The rate of the commossion shall however not exceed the rate of 5% of the nominal value of such share and the said commission may be pald wholly in cash and/or in the form of shares of the company as may be agreed. The company may also pay such brokrage on issue of shares.
- 10. Every person whose name is entered as a member in the register of members shall be entitled to receive within three months after allotment or within two months after th application for the registration of transfer of any shares under the common seal of the company.
- (1) One certificate for all his shares free of cost.
- (2) Several certificates, each for one or more of his shares, upon payment of Rs.2/- for every certificate after the first. Every certificate shall be issued under the seal and shall specify the shares to which it relates and amount paid up thereon.

In respect of any share or shares hold jointly by several persons, the company shall not be bound to Issue more than one certificate and delivery of a certificate to one of several joint owners shall be sufficient delivery to all such holders.

11.If a certifacate is defaced, lost, destroyed, it may be renewed on payment of fee if any not execeeding Rs.2/- upon production of proof thereof to the satisfaction of Board and on such Indemnity and the payment payment of out of pocket expenses expended by the company or the Board think proper in investigating the evidence.

LIEN ON SHARES

- 12.(1). The company shall have first a Paramount Lein on every share(not being fully paid share) for all moneys whether presently payable or not called or payable at a fixed time, in repect of that share.
- 13.a) On all shares (not being fully paid shares) standing registered in the name of a single person, for all moneys presently payable or not by him or from his estate of the company.
- b) Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- 14. The company's Lien if an dividents payable thereon.



plied on all

15. The company may sell, in sich manner as the Board thinks fit, any shares on which the company has a lied: Provided that no sale shall be made (i) Unless a sum in respect of which the lien exists is presently payable, or (ii) Until the expiration of 14 days after a notic in writing specifying the demand for payment of such part of the amount in respect of which the lien exists as is presently payable, has been issued to the registered holder of the share for the time being or the person entitled thereto for reason of his death or insolvancy.

- 16.a) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchasers thereof.
- b) The purchaser shall be registered as a holder of the shares comprised in any such transfer.
- c) The purchaser shall not be bound to see the application of the purchase money, not shall his title to the shares be effected by any irregularity or invalidity in the proceedings. In reference to the
- 17.a) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- b) The residue if any, shall subject to like lien for sums not presently payable, as existed upon the shares before the sale, be paid to the persons entitled to the shares at the date of sale.

TRANSFER OF THE SHARES

18. Subject to restriction of these Articles, share shall be transferable, and the transfer of any shares in the company shall be in writing in the prescribed form under the Companies (Central Govt) General Rules and From 1988 and shall be signed by the Transferor, and the Transferee shares of different classes shall not be transfered on the same instrument to transfer without the consent of the Board. There shall be pald to the company in respect of the registration of any transfers with fees, not exceeding Rs. 2/- as the Board deems fit.

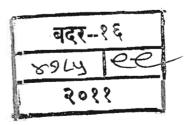
Instrument of Transfer duly happed and executed by the bansferor and the transferee shall be lodger were company, accompanied by the certificate with shares comprised therein and supprevidence as the Board may require the propose the title of the Transferor and thereupon and upor the part of proper less, the Transferee shall (subject to the Board's right to decline to register hereinafter mentioned in clause 4 of this article) be registered as a member in respect of such shares, and the intrument of transfer shall be retained by the Company.

- 20. The Right of Members to transfer shall be restricted as follows:
- (a) A share may be transferred by a member or other person entitled to transfer, to any Member selected by the transferor, but to share shall be transferred to any person who is not a member, without prior written permisssion of the Board, or any director or directors appointed by the Board in this regard.
- (b) All Issues and matters relating to the Transfer(s) shall be final onlywhen so decided by the majority of the directors of the Company. The Board shall however have the power to offer these shares first to the promotor Directors, then the other Directors, and lastly to any share-holder, or any other person unanimously selected by the Board as one to whom it is desirable in the interest of the Company to be admitted to membership.
- (c) In case any difference arised between the proposing transferor or/and purchasing members as to their fair value of the shares. The Auditors of the Company shall on the application of either of the parties, certify in writing the sum which, in their opinion is the fair value, and such sum shall be demed to be the fair value and in so certifying the Auditors shall be considered to be acting as experts and not as Arbitrators, and accordingly the Indian Arbitration, act shall not apply.
- 21. The Board may, without assigning any reason, refuse to register, and transfer of shares, and no transfer shall be registered the non-registration whereof is necessary for the purpose of assuming that the number of members does not exceed the limit prescribed by Article 4.
- 22. Subject the provisions of section 154, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine.

Provided that such registration shall not be suspended for more than Forty Five days in the aggregate in any 1 year.

23. Notwithstanding anything contained in Regulation of Table A the Board may in their absolute right and discretion transfer any shares without insisting on probate, letters of administration or any other representation to the legal heirs of any decased member on taking such indemnity and /or other terms that they may require.





TRANSMISSION OF SHARES

24. The Executors or the administrators or the holders of succes slons certificate to the estate of a deceased member (not being one several joint holders) shall be the only person recognised by the Company, as having any title to the share registered in the name of such deceased member and in case of death of any one or more of the joint holders of any shares, survivour(s) shall be the only persons recognised by the Company as having any time to or intrest such shares, but nothing contained herein shall be taken to release the estate of the deceased joint holder from any liability on share held by him jointly with any other person. Before recognising any executor or administrator, the directors may require to obtain a probate letters of administration.

25. Any person becomming entitled to shares in concequence of the death, bankruptcy, lunacy, or insolvancy of any of the members may upon production of share certificate and such evidance of his title as the directors deem sufficient, may subject to the regulation governing transfer and his eligibility to membership berein contained be registered as a member.

JOINT HOLDERS

- 26. When more than one person registered as the hoders of any share(s), they shall be deemed to hold the same jointly with benefits of survivorship subject to following regulations.
- (i) The joint holders shall be jointly and severally liable for payment of calls in respect of their shares.
- (ii) The Company shall be entitled to decline to register more than four persons as joint holders of any shares.
- (iii) The person whose name appears first in the register of members one of the Joint holders shall be entitled to delivery of the certification of the Joint holders and all other notices and documents resonant presents be issued and any notice or document given to such person shall be deemed to have been issued to all joint holders may vote at any meeting either personally or by an agent duly au holder by a proportion of their shares as I he were solely entitled thereto and II more than one of such joint holders are present, the person whose name appears first the person higher on register of members shall be entitled to vote.

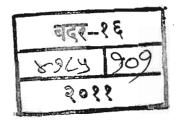
CALLS ON SHARES

- 27. The Board may from time to time make calls upon the members in respect of any money unpaid on their shares. Provided that no call shall exceed one fourth of the face value of the share or by payble at least one month from the date fixed for previous call and subject to the receiving of at least fourteen days notice specifying the time or times of payment each member shall pay to the Company, at the time or times and place so specified the amount called on his shares.
- 28.(a) If a member fails to pay call or Instalment of a call, on the day appoointed for payment, thereof, the directors may at any time thereafter serve notice on him requiring the payment of call or an instalment alongwith interest @ 12% or at such lower rate as the Board may determine per annum from the day appointed for payment till the date of actual payment.
- (b) The Board shall have the power to waive payment of such interest wholly or in part.
- 29. The aforesald notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice, on or before which the payment shall be made, and in the event of failure, the shares in respect of which the default is made, will be liable for forfeiture.
- 30. A person whose shares have been forfeited shall cease to be member in repect of the forfeited shares but will notwithstanding the forteiture, remain liable for payment to the Compay, all sums which at the time of forfeiture were payble by him in respect of share alongwith interest thereon from the date of forfeiture till payment.
- 31. Any member may deposit any amount against calls in advance against his shares and such deposit shall be adjusted against the calls on shares issured to such members. The Board of Directors may pay such interest as they think fit of such calls received in advance.

PROCEEDINGS AT GENERAL MEETING

- 32. All general meetings other than Annual General meeting shall be called extraordinary general meetings.
- 33. The Board may whenever it thinks fit call an exteraordinary general meeting.





- 34. A general meeting of the Company may be called by giving 7(Seven) days notice in writting exclusive of the day on which notice is served or deemed to be served but inclusive of the day for which the notice given and section 171 shall apply, subject to the said modification. A general meeting may with the consent of all the members be called by such short notice and in such manner as the members may think fit.
- 35. Provisions of section 173(2) requiring statment of material fact to be annexed to the notice calling a General Meeting shall not apply to the Company.
- **36.1.** 3 Members personally present shall be the Quorum at a general meeting as otherwise provided by law.
- 2. In case quorum is not present within half an hour of the scheduled time of the meeting, the meeting shall stand adjourned till the same day in the next week at the same place and same time if (not being a public holiday). If at the said adjourned meeting the quorum is not present the members present shall form the quorum. In case of meeting called by requisition the meeting shall be dissolved if quorum is not present.
- 37. An Instrument appointing a proxy shall be valid if it is received by the Company at least 24 hours before the meeting and as such section 176(3) shall apply subject to the said modification.
- 38. The Chairman of the Board of Directors, if any, shall preside Chairman at every general meeting. If the Chairman of the Board is not present, any director may perside and if no Director is present, then the members present may elect any person amongst them to the Chairman of the meeting.
- 39. The Chairman may with the consent of the meeting adjourn the meeting from time to time and from place to place but not business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which adjournment took place.

to member shall exercise any vetting right in respect of any charge egistered in his name, of which the company has exercised any right of their

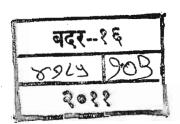
BOARD OF DIRECTORS

of directors including Managing Director of the Comapny shall not be less than 2(two) and more than 11 (Eleven).

- 42. Following shall be the permanent Directors of the Company.
 - 1) Shrinivas Keshaorao Gotey
 - 2) MANAB Son of DURGAMOHAN/NAHA.
- 43. The Company in General Meeting shall have the power to appoint any person(s) as permanent Directors not liable for retirement.
- 44. The permanent Directors and Managing Director shall not be subject to retirement at any General Meeting and shall not be counted for determining the number of directors to be retired at each General Meeting.
- 45. At every General Meeting all other Directors, other than permanent directors shall retire. The retiring Directors shall be eligible for re-election.
- 46. The Company at any General Meeting at which the Directors retire in the manner aforesald, may fill up the vacated office by electing person thereon.
- 47. Minimum qualification shares shall be obtained by the direcors within 2 months of their appointment and same shall be of 250 shares of Rs.100/- of the Company.
- 48. Subject to restrictions imposed by law for the time being in force, no Director or Managing Director of the company, shall be disqualified from his office because of contracting with the company either in the capacity of a grower, vender, purchaser, agent or otherwise by himself or any other person/party in which he is interested. However, the nature of his, their interest must be disclosed to him/them. A General notice as referred to in section 299(3) of the Act shall be deemed to be sufficient disclosuse of interest under these Articles.

49. The sitting fees payable to Directors shall be Rs. 250/- for each meeting of the Board of Directors attended by him/them.





- 50. The Board may allow and pay to any Director for the purpose of attending the meeting such sum as the Board may concider fair reimbursement for travelling, lodging, goarding and other ex penses in addition to his sitting fees for attending such meetings.
- 51. A Director may become a Director of any Company promoted by the Company or in which it way be interested as a vendor, share holder or otherwise and subject to the provisions of the Act and these Articles, no such Directors shall be accountable for any benefits received as Director or shareholder of such Company.

If any Director be called upon to perform extra sevices for the Company, the Board of Directors may sanction a special remuneration for his or their work as they may think proper. Such remuneration shall be confirmed in next General Meeting.

- 52. The Board of Directors may appoint a Managing Director of the Company for term not exceeding five years.
- 53. The detailed terms and conditions of appointment of the Managing Director shall be executed by an agreement the draft of which shall be approved by the members in General Meeting but the same should be retrospectively effective from the date of his appointment.
- 54. Remuneration of the full time Directors shall be of Rs.5000/- PM.
- 55. Subject to the provisions of the Act and to terms of any contract with him the Managing Director shall have the whole or substantially the whole of the management of the affairs of the Company.
- 56. The Managing Director shall be empowered to delegate the powers, authorities and discretion vested in him to any Director, officer or employee of the Company as he thinks fit.

MEETING OF THE BOARD OF DIRECTORS

In terms of section 285 of the Act the Meeting of the Board shall proceed the

59: Three Directors personally present shall be the quorum for the meeting of the Directors.

60. The Directors shall appoint one among them to Chairman of the meeting and determine the period for which he is to hold office.

- 61. If at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the meeting, the Directors present may choose any one of them as Chairman of the meeting.
- 62. Questions arising at any meeting of the Board shall be decid ed by a majority of votes. Incase of an equality of votes, the of 3 Chairman of the Board shall have a second or casting vote.
- 63. A Director can vote in respect of any contract or arrangement in which he is interested.
- 64. Save as expressly provided in Act, a resolution in writing, signed by all or majority of the Directors shall be as effective for all purposes as a resolution passed at meeting of Directors, duly called, held and constituted.
- 65. The Board may subject to the provisions of the Act, delegate their powers to committee consisting of the such number of mem bers of its body as they think fit and regulate the functions of each such committee.

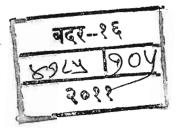
MANAGER OR SECRETARY

66. Manager or Secretary, who may be even the Director of the Company may be appointed by the Board for such remuneration and upon such conditions as it may think fit and any Manager or Secretary so appointed may be removed by the Board.

POWERS AND DUTIES OF DIRECTORS

- 67. Subject to the provisions of the Act and these Articles, the Boardshall be empowered to exercise all such power and to do all such acts and things, as the Company is authorised to exercise and do. But the Board shall not exercise any power to do any act or thing which is required whether by the Act or Memorandum of Association or Articles of Association or otherwise to be exercised or one by the Company in General Meeting.
- 68. No regulation made by the Company in General Meeting shall invalidate any prior acts of the Board which would have been valid if that regulation had not been made.





69. The Company shall have power to borrow from any personnel and secure payment of any sum or sums of money for the purpose of the Company and the Board may from time to time exercise this power and may also accept any sum as loan or otherwise from any one or more Directors or the Company on security or otherwise and on such terms and conditions as they think fit.

70. The Board of Directors may provide for the security for the repayment in such manner and on such terms and conditions and in particular by Issue of bonds, Debentures, or by creating mortgage charge, pledge, hypothecation or any other security on the under taking of the whole or any part of the property of the Company including existing or future property including uncalled capital for the time being.

71. If the Directors or any other person shall become personally flable for the payment of any sum prima facie due from the Compa ny, the Director or any person may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company beway of Indemnity to become liable to secure the Directors of person as aforesald from any losses of such liability.

SEAL

72. The Company shall have a common seal and Directors shall provide for the safe custody of the seal. The seal shall not be affixed to any document, except by authority or resolution of the Board and in the presence of at least one Director who shall sign every document to which the seal of the Company is affixed, such signature shall be conclusive evidence of the fact that the of 3 seal has been properly affixed.

73. The Company shall be at liberty to have an official seal in accordance with section 50 of the Act, for use in any territory or place out-

mdia.

ACCOUNT AND WUDIT

Fe floard may from time to time shall determine whether and to extent and at what time and process and subject to the conditions that accounts and books of the Company shall fen to the Inspection of the members (not being a Director).

75. Once in every year the accounts of the Company shall be audited and the correctness of the profit and loss account and the state of a fairs of the Balance shall be certified by an Auditor(s) provisions regarding appointment, qualifications of auditors shall be governed by the provisions of Companies Act, in this regard.

SECRECY

76. No member shall be entitled to visit or inspect the premises of the Company without the permission of the Board of the Manag ing Director to require the discovery of any information respect ing any details of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade, or secret process or any manner whatever which may relate to the conduct of the business of the Company.

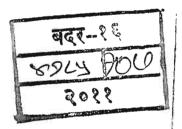
77. Every Director, manager, secretary of the Company, its members, officers, agents, accountants or any other person(s) employed in the Company, shall observe strict secrecy in respect of the transactions of the Company which may come to their knowl of 3 edge during the discharge of their duties except when the said disclosure is required to be made by the Board or by operation of a court of law.

WINDING UP

78. Subject to the provisions of the Act, if the Company is wound up and the assets available for distribution among the members are more than sufficient to repay the whole of paid up share capital, the excess shall be distributed amongst the members in proportion to the capital paid or which ought to have been paid on the shares at the commencement of the winding up or held by their representatives other than the amount paid in advance on calls. If the assets available for distribution are not sufficient to repay the entire paid up capital, such assets shall be distributed so that, as nearly as may be the losses shall be borne by the members in proportion to the capital paid or which ought to have been paid on the shares at the commencement of the winding up or held by their representatives other than amount paid in advance on calls. But this clause is to be without prejudice to the rights of the holders of shares issued upon special condition.

We the several persons whose names, adresses, and descriptions are subscribed thereto are desirous of being formed into a Compa ny in persuance of this Articles of Association and respectively agree to take the number of shares in the capital of the Company said opp. to our respective names.

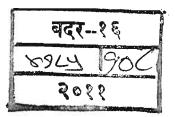




COMPANY AUTHORISED TO CAPITALISE ITS FREE RESERVES

79. The Company in General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company and available for division (Or representing Premium received on the issue of shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide any unissued shares of the Company which shall be distributed accordingly or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their premium account and capital redemption reserve account may, for the purpose of this Article, only be applied in the paying of any unissued shares to be issued to members of the company as fully paid bonus shares.





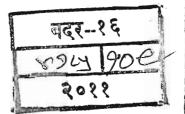
We - the several persons, whose names, addresses and de scribtions are subscribed thereto are desirous of being formed into a company in persuence of this memorendum of association and respectively agree to take the number of shares in the capital of the company set opposite our respective names.

S.	Name and Address	No. of	Signature	Name and	
No.	Describtion of the	Shares	of	Address	
	Subscriber	taken by	subscriber	Describtion of	
		the		the Witness and	
		subscriber		his Signature	

 Shri. Shriniwas Son of Keshaorao Gotey, 350, Hanuman nagar, NAGPUR, Businessman. 250 Shares of Rs. 100/each

 Shri Manab son of Naha Laxmi Vaibhav Society, Laxmi Nagar, NAGPUR 10. 250 Shares of 100 each





PERMANENT ACCOUNT NUMBER AAACH0409H



नाम /NAME

HIRANANDANI CONSTRUCTIONS PRIVATE LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION 29-10-1974

आयकर निदेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)





भारत निवडणक आयोग ओळखपत्र ELECTION COMMISSION OF INDIA

TGJ2234433



प्रमुद्दाराच्या पर्व ≔lector's Name

Devendra Mahader, 3 Au

शहिलाचे नांव

गतादेव साक्षकी

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रधाई लेखा संख्या /PERMANENT ACCOUNT NUMBER AAACD6682J



AMAN' PTF

DEBASHU SERVICES PRIVATE LIMITED

निगमम् अनने की तिथि IDATE OF INCORPORATION/FORMATION

ANCESTRAL

Chris-

आयकर आयुक्त, विदर्भ COMMISSIONER OF INCOME-TAX , VIDARBH

For Debasha Services Pyt. Ltd.

Director

आयकर विभाग

NO OME TAX DEPARTMENT

(1914) 144 2.13 भारत सरकार GOVT OF INDIA

AMANDITA NAHA

GUBRATA NIRMALCHANDRA SEN

1:./05/1981

AFPPN6563F

D.L. ista





न्यार्थ तेका संख्या /PERMANENT ACCOUNT NUMBER



ACBPW9973A

THE MAME

SAPTARSHI MANAB NAHA

থিল ফা বাৰ /FATHER'S NAME MANAB DURGAMOHAN NAHA

ਯਾਸ ਗਿੰ**ਪ /DATE OF BIPTH** 18-10-1980

FRIENT ISIGNATURE

٧,٠٠.

2088

मुल्याकन पत्रक मुल्यांकनाचे वर्ष 2011 4/28/2011 म्ंबई(उपनगर) जिल्हा - 79-कांदीवली बोरीवली प्रमुख मुल्य विभाग 79/353-भुभागः उत्तरेस 90 फुट वि.यो. रस्ता, पुर्वे व दक्षिणेस गावाची हद्द व पश्चिमेस लिंक रोड. उपम्लय विभाग सि.टी.एस. नंबर -- 27 मिळकतीचा क्रमांक मुंबई(उपनगर) नागरी क्षेत्राचे नांव बांधीव मिळकतीचे वर्गीकरण बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मुल्यदर खुली जमीन निवासी सदनिका कार्यालय दुकाने औद्योगीक 31,000 61,800 82,000 102,200 61,800 चौरस मीटर 164.40 1-आर सी सी मिळकतीचे क्षेत्र बांधकामाचे वर्गीकरण निवासी सदनिका आहे मिळकतीचा वापर उद्ववाहन सुविधा 2 0 TO 2 (Rule 5) मिळकतीचे वय मजला (Rule 5 or 8) घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * घसारा टक्केवारी घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर 61,800.00 * 100.00 /100 61,800.00 (Rule 19 or 20) A) मुख्य मिळकतीचे मुल्य घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * मिळकतीचे क्षेत्र • मजला निहाय घट/क्रि 61,800.00 164.40 * 100.00 /100 10,159,920.00 मुख्य मिळकतीचे मुल्य 📩 तळघराचे मूल्य 📩 पोटमाळ्याचे मूल्य 📩 खुल्या जिमनीवरील वाहन तळाचे मूल्य 📩 एकत्रित अंतिम मूल्य बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य इमारती भोवतीच्या खुल्या जागेचे मूल्य A+B+C+D+E+F+G+H 0.00 10,159,920.00 + 0.00 0.00 0.00 0.00 0.00 10,159,920.00

INDIANGULA DI NESE G

दस्त गोषवारा भाग-2

वदर16

दस्त क्रमांक : 4185 / 2011

Thursday, April 28, 2011 6:49:05PM

दस्त क्रमांक :- वदर16 / 4185 / 2011

दस्ताचा प्रकार :- करारनामा

शिक्का क्र.3 ची वेळ:(कबुली) Apr 28 2011 6:48PM

शिक्का क्र.4 ची वेळ:(ओळख) Apr 28 2011 6:49PM

शिक्का क्र.5 ची वेळ:(नोंदणी) Apr 28 2011 6:49PM

अनु क्र	पक्षकाराचे	नाव	व	पता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

-1

नावःमे डेबाशु सर्विसेस प्रा लि तर्फे संचालक सप्तर्षी नाह - Purchaser/Buyer/Executor2

वय :- 30

पता:18 सप्तक प्लाझा शिवाजी नगर नागपूर पॅन नंबर:AAACD6682J





2

नाव:सप्तर्षी नाह - -पता:18 सप्तंक प्लाझा शिवाजी नगर नागप्र पॅन नंबर:ACBPN997.3A

Purchaser/Buyer/Executor2

वय :- 30





नाव:आनंदीता नाह - -पता:18 सप्तक प्लाझा शिवाजी नगर नागपूर

पॅन नंबर:AFPPN6563F

Purchaser/Buyer/Executor2





4

नाव:मे हिरानंदानी कन्स्ट्र प्रा लि चे संचालक सुरेंद्र एल हिरानंदानी तर्फे मुखत्यार किंजल देसाई - -पता:514 दलामल टॉवर्स नरीमन पॉईट मुं पॅन नंबर:AAACH0409H

Saler/Executors

वय :- 35



वरील ट्रस्तऐवज करून देणार तथाकथीत करारनामा बाद्धस्त ऐवज् क्रून दिल्याचे कबुल करतात

ओळख





खालील इसम असे निवेदीत करतात की ते दस्तरेवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

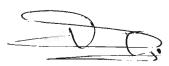
ओळखीचे नाव व पता अनु क्र.

नाव:विजय एस हुमणे 1

वय:42

पता:ऑलीपीया पवई

पिन कोड:400076







नाव:देवेंद्र - साळवी 2 वय:30 पताःओंलीपीया पवई







4185 / 20







Thursday, April 28, 2011 6:46:13PM

दस्त गोषवारा भाग-1

वदर16

दस्त क्रमांक : 4185/2011

1

दस्त क्रमांक : वदर16 /4185/ 2011

बाजार मुल्य: रु.10,159,920/-

मोबदला: रु.17,200,500/-

भरलेले मुद्रांक शुल्क: रु.842,800/-

दु.नि.बोरीवली ७ (बोरीवली) यांचे कार्यालयात

अ.क्र.4185 वर दि.28/04/2011

रोजी 6:35:06:000PM वा. हजर केला.

<u>पावती</u>

सादर करणाराचे नावःमे डेबाशु सर्विसेस प्रा लि तर्फे संचालक सप्तर्षी नाह - -

नोंदणी फी:

दस्त हाताळणी फी:

पृष्ठांची संख्या: 114

एकुण

₹.32,

₹.30,

₹.2,

दस्त हजर करणा-याची सही :

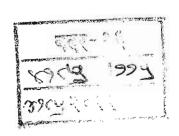
सह. दुय्यत जिल्हीं के बोरीवली ७, सह दु. हे जोरीकी 7 सुबह उपन-१र जिल्हा,

शिक्का क्र.1 Apr 28 2011 6:45PM ची वेळ:(सादरीकरण)

शिक्का क्र.2 Apr 28 2011 6:45PM ची येळ:(फी)

हि. दुय्यम विदेशक वौरीवर्की-७, संक्रिक जी कि जी कि की कि





श्माणित दाण्यसा थेते की, या दरतामध्ये पहल . 29 के पाने आहेत

ब्दर...१६/४१८५ /२०११

पुस्तक प्रमांक १, रामांकवर

होंक्छा. ०

दिनांक :

सह दुच्यम क्रिका, योववर्श क %

सुंबई उपनागर जिल्हा.

Thursday, April 28, 2011 6:49:13 pm सूची क्र.2

द्यम निबंधक : बोरीवली 7 (बोरीवली)

दस्त क्रमांक : 4185/2011

नोदंणी 63 Regn. 63m

गावाचे नाव: कांदिवली

(1) विलेखाचा प्रकार

•

(2) मोबदला

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

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

(५) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करन देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

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

(9) दस्तऐवज करून दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(11) अनुक्रमांक,खंड व पृष्ठ

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

(14) शेरा

करारनामा

₹.17,200,500/-

₹.10,159,920/-

सि.टी.एस. नंबर-सि.टी.एस. नंबर -- 27 पालिकेचे नावः मुंबई सबब इतर वर्णन : सदिनका क्र 201 , मजला, इस्टोनिया बी बिल्डींग, हिरानंदानी हेरीटेज पोईसर ब्रीज एस व्ही रोड कांदिवली प. मुं-67.-----मिळकत कांदिवली व पोईसर दोन्ही गावामध्ये समाविष्ठ आहे.

164.40 चौ.मीटर

1) नाय:- मे हिरानंदानी फल्स्ट्र प्रा लि चे संचालक सुरेंद्र एल हिरानंदानी तर्फे मुखत्यार किंजल देसाई : :यय: 35;पता:--\$14 दलामल टॉयर्स नरीमल पॉईट मुं पिन कोड:- 400021 पॅन नंबर: AAACH040

1) नाय:- में डेबांशु सर्विसेंस प्रा लि तर्फ संचालक सप्तर्णी नाह - - ; वय:30; पत्ता:-18 सप्तक प्लाझा शिवाजी नगर नागपूर;पिन कोड:-440010; पॅन नं:-AAACD6682J;

2)नाय:- सप्तर्षी नाह - - : यय:30; पत्ता:-!8 संसक प्लाझा शिवाजी नगर नागपूर;पिन कोड:-4400 पॅन नं:-ACBPN9973A;

3)नाय:- आनंदीता नाह - - ; वय:29; पत्ता:-18 सप्तक प्लाझा शिवाजी नगर नागपूर;पिन कोड:-44 पॅन नं:-AFPPN6563F;

04/28/2011

04/28/2011

4185/2011

₹.842,800/-

₹.30,000/-







MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

DEBASHU SERVICES (PRIVATE)LIMITED

REGISTERED OFFICE

SHOP NO.8

LAXMI VAIBPAV SOCEIT

LAXMINAGAR SQUARE

बदर--१६ | | | २०११

NAGPUE 440 010

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Dated this	day of
	BETWEEN
	IDANI CONSTRUCTIONS PVT.
LTD.	The Promoters
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Mr. / Ms. / M/	· · · · · · · · · · · · · · · · · · ·
	The Purchaser/s
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AGRE	EMENT FOR SALE

Flat / Premise	es No in the Building
	" on the Floor.
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`	बदर-१६
	2088