

# Powai Developers

(A Division of K. Raheja Corp Pvt. Ltd.)  
CIN: U72100MH2006PTC160261



Date: 30-03-2014

To,  
**MR. SOMESH SABHANI**  
**MRS. REETA SABHANI**  
D-613, Sungrace CHS,  
Raheja Vihar, Off. Chandivali Farm Road,  
Andheri (East),  
Mumbai - 400072.

Dear Sir,



Re: Possession of Unit No. 407 on the 4th floor in Commercial Building known as "CRYSTAL CENTRE", constructed by us on portion of land bearing C.T.S. No. 119/F/1A of Village Tungwa, being a part of the larger property bearing C.T.S. No. 119(Pt), Off. Chandivali Farm Road at Tungwa, Mumbai. and agreed to be acquired by you from us under Ownership Agreement dated 29-03-2014, registered under Serial No. Kurla 3-2646-2014 on 29-03-2014 with the Sub-Registrar, Mumbai.

We confirm that on this day i.e. 30-03-2014 handed over vacant possession of the captioned Unit No. 407 on the 4th Floor in the Commercial Building known as "CRYSTAL CENTRE", together with the fixtures, fittings, installations and all other amenities therein as agreed and you are fully satisfied in respect of the same and have no claims/issues relating to possession of the captioned Unit.

Thanking you,

Yours faithfully,

For Powai Developers  
(Prop. K Raheja Corp Private Limited)

  
Nityanand R. Devadiga  


Regd. Off. : Raheja Tower,  
Plot No. C-30, Block 'G',  
Next to Bank of Baroda,  
Bandra Kurla Complex,  
Bandra (E), Mumbai-400 051.  
Phone : 91-22-2656 4000  
Fax : 91-22-2656 4004  
Website : www.krahejacorp.com



XXXXXXXXXX

पावती

Original/Duplicate

Saturday, March 29, 2014

नोंदणी क्र. :39म

3:36 PM

Regn.:39M

पावती क्र.: 3049 दिनांक: 29/03/2014

गावाचे नाव: तुंगवा

दस्तऐवजाचा अनुक्रमांक: करल3-2646-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: सोमेश - सभानी

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1240.00

पृष्ठांची संख्या: 62

एकूण:

रु. 31240.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 3:56 PM ह्या वेळेस मिळेल.

KRL3

बाजार मुल्य: रु.8158000/-

भरलेले मुद्रांक शुल्क : रु. 408000/-

मोबिलीटी रु.5909620/-

**सह. दुय्यम निर्बंधक**  
**कुर्ला-३ (वर्ग-२)**

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002251342201314S दिनांक: 28/03/2014

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 1240/-





2 April, 2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक : 2646/2014

नोवंगी 63

Regn. 63m

गावाचे नाव : तुंगवा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.5,909,620/-
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु.8,158,000/-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	119,, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: युनिट न 407 , माळा नं: 4 या मजला , इमारतीचे नाव: क्रिस्टल सेंटर, ब्लॉक नं: विलेज तुंगवा, रहेजा विहार, रोड नं: ऑफ चांदीवली फार्म रोड अंधेरी पूर्व मुंबई - 72
(5) क्षेत्रफळ	49.53 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव:- पवई डेवेलपर्स प्रोप्रा के रहेजा कॉर्प प्रा लि चे औथो सिग्ने गोरधन कुकरेजा व त्रिंयांका केमवानी तर्फे मुखत्यार - शिंदे ;वय: 42; पत्ता :-प्लॉट नं: प्लॉट न सी ३०, माळा नं: -, इमारतीचे नाव: रहेजा टावर , ब्लॉक नं: -, रोड नं: वी के सी बांद्रा पूर्व महाराष्ट्र, मुंबई. पिन कोड:- 400051 पॅन नंबर: AAACP0522B
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1)नाव:- सोमेश - सपानी ; वय:44; पत्ता:-प्लॉट नं: वी 613 , माळा नं: -, इमारतीचे नाव: सनग्रेस को ऑप हौ सो लि , ब्लॉक नं: रहेजा विहार , रोड नं चांदीवली फार्म रोड अंधेरी पूर्व मुंबई, महाराष्ट्र, मुंबई; पिन कोड:- 400072; पॅन नं:- AGRPS7927F; 2)नाव:- रीता - सपानी ; वय:43; पत्ता:-प्लॉट नं: वी 613 , माळा नं: -, इमारतीचे नाव: सनग्रेस को ऑप हौ सो लि , ब्लॉक नं: रहेजा विहार , रोड नं चांदीवली फार्म रोड अंधेरी पूर्व मुंबई, महाराष्ट्र, मुंबई; पिन कोड:- 400072; पॅन नं:- BHCP58748B;
(9) दस्तऐवज करून दिल्याचा दिनांक	29/03/2014
(10) दस्त नोंदणी केल्याचा दिनांक	29/03/2014
(11) अनुक्रमांक,खंड व पृष्ठ	2646/2014
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.408,000/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) शेर	

सह. दुय्यम निबंधक  
कुर्ला-

खरी प्रत

सह. दुय्यम निबंधक, कुर्ला-३  
मुंबई उपनगर जिल्हा.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(7) Municipal Corporation or any Cantonment area annexed to it.



महाराष्ट्र शासन  
 GOVERNMENT OF MAHARASHTRA  
 ई-सुरक्षित बँक व कोषागार पावती  
 e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

13008513342507

Bank/Branch: IBKL - 6910820/BANDRA KURLA COMPLEX, MUMBAI  
 Stationery No: 13008513342507  
 Pmt Txn id : 39415503  
 Print DtTime : 28-Mar-2014@18:19:06  
 Pmt DtTime : 28-Mar-2014@18:15:05  
 ChallanIdNo: 69103332014032851972  
 GRAS GRN : MH0022513422013148  
 District : 7101-MUMBAI  
 Office Name : IGR200-KPL4 JT SUB REGI

StDuty Schm: 0030045501-75/STAMP DUTY  
 StDuty Amt : R 3,26,100/- (Rs Three, Two Six, One Zero Zero only)

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

करल-3  
 2888 9 8  
 2014

Article : B25-Agreement to sell/Transfer/Assignment  
 Prop Mvblty: Immovable  
 Consideration: R 59,09,6207/-  
 Prop Descr : UNIT NO 407,CRYSTAL CENTER,OFF CHANDIVALI,FARM ROAD TUNGWA,ANDHERI  
 EAST,MUMBAI,KURLA,Maharashtra,400072

Duty Payer: PAN-AGRPS7927F,SOMESH SABHANI  
 Other Party: PAN-AAACP0522B,K RAHEJA CORP PVT LTD DIV POWAI DEVELOPERS

Bank official1 Name & Signature

Bank official2 Name & Signature

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

श्री. जे. एम. बोकरी / श्री. एम. / EIM-116873  
 Rekha Mand...  
 BKC Branch

SHWETA NAYAK  
 ASSISTANT MANAGER  
 EIM-117173



Agreement For Sale on dated 29/03/14

Somesh  
 Sabhani



e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.



करल-३		
मुद्रांक विभाग	३	६२
मुद्रांक क्रमांक :- २०१४	अनुसूची क्रमांक :- २५(६)	

- महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन २०१४
- दस्ताचा प्रकार :- कन्यासगा
  - सादरकर्त्याचे नाव :- सोमेश शिवाजी
  - तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
  - गावाचे नाव :- पुंजा
  - नगरमूापन क्रमांक / सर्वे क्र. / अंतिम भुखंड क्रमांक :- ११९
  - मुल्य दरविभाग (झोन) :- ११७१५४४ A
  - मिळकतीचा प्रकार :- खुली जमीन / निवासी / कार्यालय / दुकान / औद्योगिक  
प्रति चौ. मी. दर :- १६५२००/-
  - दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- ५९.५३ क्वेड्रेट / विल्ट अप चौ मीटर / फूट
  - कारपार्किंग :- गच्ची :- पोटमाळा :-
  - मजला क्रमांक :- ५०१ उदवाहन सुविधा
  - बांधकाम वर्ष :- १९९० घसारा :-
  - बांधकामाचा प्रकार :- आर. सी. सी. इतर पक्के / अर्धे पक्के / कच्चे
  - वाजार मुल्यदर तक्त्यातील मार्गदर्शक सूचना क्र. :- ज्येष्ठ
  - भाडेकरू व्यास मिळकत असल्यास :-
    - त्याच्या ताब्यातील क्षेत्र (रु.) :-
    - नवीन इमारतीत दिलेले क्षेत्र :-
    - भाड्याची रक्कम :-
  - लिव्ह अँड लायसन्सचा दस्त :-
    - प्रतिमाह भाडे रक्कम :-
    - अनामत रक्कम / आगाऊ रक्कम :-
    - कालावधी :-
  - निर्धारित केलेले वाजार मुल्य :- ८१५८०००/- ५९६९६/-
  - दस्तामध्ये दर्शविलेला मोवदला :- ५९०९६२०/-
  - देय मुद्रांक शुल्क :- ४०७९००/- भरलेले मुद्रांक शुल्क :- ४०८०००/-
  - देय नोंदणी फी :- ३००००/-

लिपीक

सह-सुपरम निबंधक  
सह-देय्य निबंधक  
मुद्रांक-३ (वर्ग-२)

करल-३		
२८३	२	३२
२०१४		



**AGREEMENT**

*Dalvi*  
*Sabhan*  
*Sawau*

THIS AGREEMENT made at Mumbai the 29<sup>th</sup> day of March. Two Thousand Fourteen BETWEEN POWAI DEVELOPERS (PROP: K. RAHEJA CORP PRIVATE LIMITED, an existing Company registered under the Companies Act, I of 1956, having its registered office at Plot No.C-30, Block-G, Opp. SIDBI, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, hereinafter referred to as "the Builders" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART AND (1) MR. SOMESH SABHANI and (2) MRS. REETA SABHANI all of Mumbai, Indian Inhabitants, residing at D-613, SUNGRACE CHS, RAHEJA VIHAR, OFF CHANDIVALI FARM ROAD, ANDHERI (EAST), MUMBAI - 400 072, hereinafter collectively called "the Unitholder" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors and administrators) of the OTHER PART:

*Dalvi*  
*S*

करणी-३		
२६६१५	४२	
WHEREAS by and under an Agreement dated 14th October, 1981 made between Indian Cork Mills Limited as the Owners (hereinafter referred to as "the Owners") and		

Mrs. Joti C. Raheja Promoter Director of Marble Arch Property Developers Private Limited, a Company registered under the Companies Act, 1956 and having its registered office at Mumbai, the Owners granted exclusive development rights, inter alia, in respect of (and to ultimately sell and transfer) the land bearing New Survey Nos.3 (1B), 52(2A), 2(pt.), 4(pt.), 55(1B) and 56(B), i.e. old C.T.S. Nos.119 (pt.), 119/1 to 119/88, 119A(pt.), 119B and 119D in Village Tungwa, now bearing C.T.S.Nos. 119A/2, 119B, 119D/1A, 119D/1B, 119D/1C, 119D/2, 119F/1A, 119F/1B, 119F/2, 119F/3, 119F/4, 119F/5, 119F/6, 119F/7, 119G, 119G/1 to 5, 119H, 119 I, 119 I/1 to 83, of Village Tungwa, Tal. Kurla (B.) Dist. Andheri (East), Mumbai, (herein referred to as "the said larger property") to the said Mrs. Joti C. Raheja as Promoter Director and on behalf of the said Marble Arch Property Developers Private Limited, on the terms and conditions recorded in the said Agreement dated 14th October, 1981.

AND WHEREAS the said Marble Arch Property Developers Private Limited were placed in possession of the said larger property in or about June, 1982.

AND WHEREAS the name of the said Marble Arch Property Developers Private Limited was subsequently changed to Marble Arch Properties & Hotels Private Limited.

AND WHEREAS by a Writing dated 29th August, 1986 made between the Owners and the said Marble Arch Properties & Hotels Private Limited, the parties thereto modified certain terms and conditions of the said Agreement dated 14th October, 1981.

AND WHEREAS by a Declaration dated 17th September, 1987 made by two Directors of the said Indian Cork Mills Limited (i.e. the Owners herein) the said Directors have, for and on behalf of the Owners herein, declared that the prior title deeds in respect of the said larger Property have been lost or misplaced but have not been given as security to anyone and further that the said Marble Arch Properties & Hotels Private Limited were inter alia entitled to develop the said larger Property to the fullest extent possible including putting up buildings and other constructions on the said larger property and disposing of the same outright and/or on Ownership Basis and that the Owners shall execute the necessary Deed or Deeds of Conveyance in respect of the said larger property on receipt of the balance consideration money which has been duly paid on 27<sup>th</sup> May, 1997.

AND WHEREAS by an Indenture of Grant of Right of Way and Covenants dated 9th January, 1988 made between Mr. Jatin Manubhai Sheth and others (the owners of the

*Jatin Manubhai Sheth*

करल-३		
२४६	६६६	
२०१४		

properties adjoining the said larger property at its Southern end) and the said Marble Arch Properties & Hotels Private Limited and Another, the said Marble Arch Properties & Hotels Private Limited & Anr. obtained a grant of full and free right of way and access to the said larger property over and along the said adjoining properties as per the particulars and on the terms and conditions recorded in the said I are dated 9th January, 1988;

AND WHEREAS by various acts and deeds done by the said Marble Arch Properties and Hotels Private Limited and its successors-in-title and by virtue of operation of law, development rights relating to the said larger property together with the right to the structures standing thereon as well as the benefit of the aforesaid Right of Way to the said larger property, now stand vested with Paramount Hotels Limited, a Company incorporated under the Companies Act, 1956, who are now in possession of the said larger property.

AND WHEREAS in consideration of the full consideration money having been received by the Owners in accordance with the hereinabove recited Agreement dated 14<sup>th</sup> October, 1981 and the Writing dated 29<sup>th</sup> August, 1986, the Owners have executed two Irrevocable Power of Attorneys, both dated 27<sup>th</sup> May, 1997, in favour of the said Paramount Hotels Limited, one authorizing the said Paramount Hotels Limited, inter alia, to avail of the benefits in the form of Additional FSI / TDR that may be issued in the form of Development Rights Certificate ( DRC) in the development / redevelopment of the said larger property, and the other authorizing the said Paramount Hotels Ltd., inter alia, to execute on behalf of the Owners, such Deed/Deeds of Conveyance/Lease/Transfer of the said larger property, in whole or in parts, as may be required by the said Paramount Hotels Ltd.

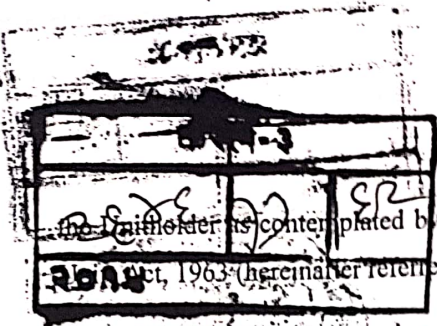
AND WHEREAS the name of the said "Paramount Hotels Limited" has been subsequently changed to "K. RAHEJA CORP LIMITED" under Section 21 of the Companies Act, 1956 (Act of 1956).

AND WHEREAS the said K. Raheja Corp Limited has become a Private Limited Company and the Deputy Registrar of Companies has added the word "PRIVATE" u/s 43A (2A) of the Companies Act, 1956, to the name of the said company on its Certificate of Incorporation and with effect from 29th March, 2001 all transactions by the said Company are to be in its modified name of "K. RAHEJA CORP PRIVATE LIMITED" (hereinafter referred to as "the said Company")."

AND WHEREAS in the circumstances hereinabove recited, the development rights in respect of the said larger property (which includes the demarcated Building Plot

*[Handwritten signature]*





the Unit-holder as contemplated by Section 7(1)(i) & (ii) of the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "the said Act").

3. The Unit-holder hereby agrees to acquire the said premises, shown on the Plan "A-1" hereto annexed, which is as per the sanctioned building plans, at or for the price of Rs.59,09,620/- (Rupees Fifty Nine Lakhs Nine Thousand Six Hundred Twenty Only). The Carpet Area of the said premises shall be 444.12 sq.ft. (i.e. 41.26 sq. mtrs.), and such area is including the total area of the balconies, which is NIL sq.ft. (equivalent to NIL Sq.mtrs.). The aforesaid price of the said premises is inclusive of a sum of Rs.Nil as the proportionate price of the common areas and facilities.

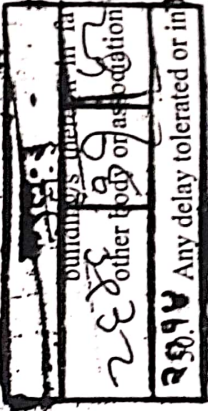
The Unit-holder agrees to pay to the Builders the said consideration or purchase price of Rs.59,09,620/- (Rupees Fifty Nine Lakhs Nine Thousand Six Hundred Twenty Only) as under:

(a) The Unit-holder has paid a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) on 27th February, 2013 by Cheque bearing No.000110 dated 24/01/2014 drawn on State Bank of India, Powai, Mumbai - 400 072 branch before the execution of these presents as Part Earnest Money and further Rs.6,81,924/- as Balance Earnest Money and Rs.19,18,076/- as further Part payment, on account of and towards the said Purchase Price, the payment and receipt whereof the Builders do hereby admit and acknowledge;

(b) The balance amount of Rs.28,09,620/- (Rupees Twenty Eight Lakhs Nine Thousand Six Hundred Twenty Only) shall be paid on or before 30/03/2014 (being the Balance payment towards the Purchase price);

5. If the Unit-holder commits default (a) in payment on the due date of any of the instalments aforesaid or of any amount due and payable by the Unit-holder to the Builders under this Agreement (including the proportionate share of taxes levied by the concerned local authority and other outgoings) (time being the essence of the contract) and/or (b) in observing and performing any of the terms and conditions of this Agreement and if the default continues inspite of 15 days notice to be sent by the Builders to the Unit-holder, the Builders shall be at liberty to terminate this Agreement, in which event, the said earnest money paid by the Unit-holder to the Builders shall stand forfeited. The Builders shall, however, on such termination refund to the Unit-holder the balance of instalments of the purchase price (after deducting all amounts due and payable by the Unit-holder under the provisions of this Agreement), if any, which may have till then been paid by the Unit-holder to the Builders, but without any further amount by way of interest or otherwise. On the Builders terminating this Agreement under this clause, they shall be at liberty to sell and dispose off the said premises to any other person as the

*[Handwritten Signature]*



our of the Co-operative Housing Society/Societies or other body or association that will be formed, as aforesaid.

Any delay tolerated or in this Agreement or any forbearance or extension of time to the Unitholder by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Unitholder nor shall the same in any manner prejudice the rights of the Builders.

51. The Gar/Scooter Parking Spaces at stilt level / Open Compound and Basement (if any) of the said building may be exclusively allotted by the Builders (as per their discretion) to the Purchaser/s of the Unit/s in the said building for his/her/its/their exclusive use. The said right of exclusive use shall be heritable and transferable also to the respective Co-operative Unit to which it belongs.



Income-tax (Sixteenth Amendment) Rules, 1998:

The Builders state as under:

We are assessed to Income-tax by the Dy. Commissioner (Mumbai) - Special Range Officer, Mumbai. Permanent Account Number allotted to us is AAACP 0522 B.

(B) The Unit Holders/ Purchasers state as under:

I, MR. SOMESH SABHANI, the 1<sup>st</sup> Unitholder withinnamed, am assessed to Income-tax at Mumbai, and the Permanent Account Number/G.I.R. No. allotted to me is AGRPS7927F.

I, MRS. REETA SABHANI, the 2<sup>nd</sup> Unitholder withinnamed, am assessed to Income-tax at Mumbai, and the Permanent Account Number/G.I.R. No. allotted to me is BHCPS8748B.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of non-vacant land admeasuring 1,187.33 sq. meters or thereabouts demarcated as Building Plot No.23 being a portion of the sub-divided Plot B bearing CTS No.119F/1A, of Village Tungwa, Taluka Kurla in Greater Mumbai within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows;

On or towards the:-

North- By Building Plot No.24 situate on portion of sub-divided Plot B bearing CTS

No.119F/1A of Village Tungwa;

South- By Building Plot No.13 situate on portion of sub-divided Plot B bearing CTS

No.119F/1A of Village Tungwa;

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East - By Building Plot No.22 situate on portion of sub-divided Plot B bearing CTS No.119F/1A of Village Tungwa;

West - Partly by (13.40 M) 44'-0" wide D.P. Road and partly by Building Plot No.135 situate on portion of sub-divided Plot B bearing CTS 119F/1A of Village Tungwa.



- THE SECOND SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATIONS, FIXTURES, FITTINGS AND MATERIALS**
1. Aluminium windows.
  2. Teakwood door frames and panelled/flush shutter panelling.
  3. 4ft.height ceramic tiles dado in toilet.
  4. IPS flooring in Unit, toilet and passage within the Unit as determined by the Builders.
  5. Concealed plumbing to be provided in the toilet, Quality sanitaryware and plumbing fixtures as may be determined by the Builders.
  6. Intercom facility between the Unitholder and security.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Terms, Conditions and Covenants to be observed by the Unitholders/ Society)

1. **MEANS OF ACCESS/INTERNAL LAYOUT ROADS/RIGHT OF WAYS:**

All the access roads/internal roads/pedestrian pathway, etc. in the said larger property will be common to and serve the various buildings in the said larger property and the aforesaid buildings viz. "CRYSTAL CENTRE" as a common means of access to and from the said larger property.

The Right of Way hereinbefore recited will be common to and serve the various buildings in the said larger property and the aforesaid buildings viz. "CRYSTAL CENTRE" to be constructed/constructed by the Builders on the First Schedule Land as the common means of access to and from the public roads, on the terms and conditions hereinbefore contained and more particularly set out in the Agreement/s hereinbefore recited.

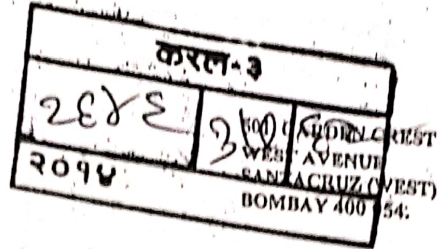
These internal/access roads shall be maintained and repaired by the Apex Body and the proportionate cost of such maintenance and repairs shall be borne and paid by all the Co-operative Societies in the said larger property/layout land and consequently the Unitholders shall contribute his/her proportionate share towards such maintenance and repairs. This provision will be subject to the provisions of Clauses 19, 31 & 38 of this Agreement.

2. **PEDESTRIAN PATHWAY:**

The Right of Way for Pedestrians passing through the 2.10 m. wide pathway (i.e. the flight of steps ascending/descending in East-West direction from the level of

J. KAPADIA  
ADVOCATE & SOLICITOR

PHONE: 26482512



TO WHOMSOEVER IT MAY CONCERN

Re: Sub-divided Plot B bearing CTS No.119F/1  
Kurla (B.S.D.) situated at Ahdheri (East), Mu  
sq. mtrs, approximately.

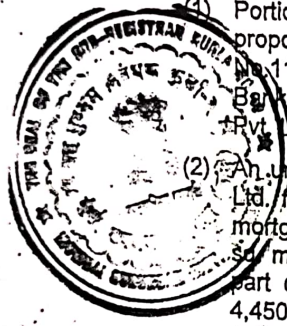


1. The abovementioned sub-divided Plot "B" bearing CTS No. 119F/1 is a part of a larger holding being lands bearing CTS Nos. 119(pt.) 119A, 119B, 119C, 119D and 119E etc. all of Village Tungwa, Andheri (East), Mumbai belonging to Indian Cork Mills Ltd. (hereinafter referred to as "the Owners").
2. The Owners obtained title to the said larger holding under the following documents:
  - (i) Conveyance dated 6.2.1964 from Mohmed Yusuf Family Trust to Mrs. Tara Sarup, the Purchaser. The said Conveyance was registered with the Sub-Registrar under No.440/64 of Book-I, Bombay.
  - (ii) Conveyance dated 6.2.1964 from Mohmed Yusuf Family Trust to Mrs. Tara Sarup, the Purchaser. The said Conveyance was registered with the Sub-Registrar under No.441/64 of Book No.I, Bombay.
  - (iii) Deed of Transfer dated 10<sup>th</sup> February 1970 from Mrs. Tara Sarup to the Owners: The said Deed of Transfer was registered with the Sub-Registrar under No.943/70 of Book No.I, Bombay.
3. By and under an Agreement dated 14<sup>th</sup> October 1981 and other Writings pursuant thereto, entered into between the Owners and the predecessors in title to Marble Arch Properties and Hotels Private Limited, a Company incorporated under the Companies Act, 1956 (then represented by its Promoter-Director Mrs. Jyoti C. Raheja) the Owners granted exclusive development rights in respect of the said larger holding to the predecessors in title of the said Marble Arch Properties and Hotels Private Limited.
4. By and under a Declaration dated 17<sup>th</sup> September 1987, two Directors of the Owners, viz. Mrs. Tara Sarup and Mr. Arun Kumar Sarup inter alia declared that the original Title Deeds were lost or misplaced in the fire which had taken place in 1977 in their office and further declared that the said title deeds had not been deposited with anyone as security nor any mortgage or encumbrances created and that the said larger holding was free from any charge or mortgage. The Owners also confirmed having handed over possession of the said larger holding to Marble Arch Properties & Hotels Pvt. Ltd. in June 1982 and further confirmed that the only outstanding balance of the consideration money receivable by the Owners was a sum of Rs.1,75,000/- and that on payment of such balance of Rs.1,75,000/- the Owners confirmed their obligation to execute a Deed or Deeds of Conveyance of the said larger holding (which includes the aforesaid sub-divided Plot "B"). The said amount of Rs.1,75,000/- has since been paid on 27.5.1997.
5. By various acts and deeds done by the predecessors in title of Marble Arch and by virtue of operation of law, the said development rights now vest with Paramount Hotels Limited, a Company incorporated under the Companies Act, 1956 who are now in possession of the said larger holding (which includes the aforesaid sub-divided Plot "B").
6. a) By and under an Irrevocable Power of Attorney dated 17<sup>th</sup> September 1987 executed by the Owners in favour of Mr. C.L. Raheja and another, the Owners authorised the said Attorneys to execute Deed or Deeds of Conveyance and other documents relating to the said larger holding as mentioned therein.

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By and under a further Irrevocable Power of Attorney dated 27<sup>th</sup> September 2014 executed by the Owners in favour of Paramount Hotels Limited, the Owners now authorised Paramount Hotels Limited to execute such Deeds of Conveyance/Lease/ Transfer and other deeds and documents relating to the larger holding.

7. a) By and under an Irrevocable Power of Attorney dated 17<sup>th</sup> September 2014 executed by the Owners in favour of Mr. C.L. Raheja and another, the Owners have now authorised the said Attorneys to create mortgage and/or security in respect of the said larger holding without any personal liability to the Owners.
- b) By and under a further Irrevocable Power of Attorney dated 27<sup>th</sup> May 2014 the Owners have now authorised Paramount Hotels Limited to create mortgage and/or security in favour of any Bank and/or Financial Institution including HDFC Bank in respect of the said larger holding or any part thereof (which includes the Sub-divided Plot "B"), without any personal liability to the Owners.
8. Various charges were created/satisfied by Paramount Hotels Ltd. (now known as "K. Raheja Corp Pvt. Ltd.") in respect of portions of the captioned property of Banks/Financial Institutions and the particulars of the existing mortgages/charges are as given hereunder:-



- (1) Portion of sub-divided Plot B admeasuring approx. 4535 sq. mtrs. re proposed Building No.39 being demarcated part of larger land bearing Survey No.119F/1A to secure the cash credit facility of Rs.5 Crores granted by American Express Bank Ltd., Mumbai to Paramount Hotels Ltd. (now known as "K. Raheja Corp Pvt. Ltd.")
  - (2) An Undertaking dated 25<sup>th</sup> January, 2005 has been given by K. Raheja Corp Pvt. Ltd. favouring American Express Bank Ltd., Mumbai to create an mortgage of the portion of sub-divided plot B admeasuring total approx. 4535 sq. mtrs. being demarcated portion of Plot bearing Survey No.52, and part of larger land and bearing CTS No.119F/1A to secure Loan of Rs. 4,450,000 equivalent to INR 20 Crores sanctioned as per Letter of Intent dated March 5, 2004 favouring K. Raheja Pvt. Ltd.
  - (3) Portion of sub-divided Plot B admeasuring total approx. 2830 sq. mtrs. to proposed Building No.33 being part of larger land and bearing Survey No.119F/1A to secure the term loans of Rs.35 Crores granted by Overseas Bank to Ivory Properties & Hotels Pvt. Ltd.
  - (4) Portion of sub-divided Plot B admeasuring total approx. 6223 sq. mtrs. to proposed Building No.38 being part of larger land and bearing Survey No.119F/1A to secure the aforesaid term loan of Rs.35 Crores granted by Indian Overseas Bank to Ivory Properties & Hotels Pvt. Ltd. which are also partly secured by Clause No.8(3) above.
  - (5) Portion of sub-divided Plot B admeasuring total approx. 3534 sq. mtrs. to proposed Building No.32 being part of larger land and bearing Survey No.119F/1A to secure the term loans of Rs.12 Crores granted by Citibank to Ivory Developers, Division of Ivory Properties & Hotels Pvt. Ltd.
9. I have investigated the title of Indian Cork Mills Ltd. and have perused documents and hereby certify that subject to what is stated above and subject to the existing mortgages mentioned in paragraph 8 above, in favour of various Banks:
- (i) The Title of Indian Cork Mills Ltd. inter alia to the above mentioned sub-divided Plot "B" is clear and marketable and free from encumbrances as aforesaid.