



Thursday, June 01, 2006
5:50:50 PM

पावती

Original
नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 4154

दिनांक 01/06/2006

गावाचे नाव पोयसर

दस्तावेजाचा अनुक्रमांक बदर10 - 04139 - 2006

दस्तावेजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संश्लेषलेख

सादर करणाऱ्याचे नाव: वासुदेव सी वाणवा कन्स्ट्रक्शन वे मागीदार संजय आशिया तर्फे मुख्यादर

तुषार गांधी -

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

1180.00

रजवात (अ. 12) व जायचित्रण (अ. 19) -> एकत्रित फी (59)

एकूण

रु. 31180.00

आपणास हा दस्त अंदाजे 6:05PM हा वेळस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली 4

नोंदणी क्र. 4

मुंबई उपनगर विभाग

बाजार मूल्य: 182875840 रु. मोंबदला: 51000000 रु.
भरलेले मुद्रांक शुल्क: 1828780 रु.

देवकाचा प्रकार : डीडी/धनाकामद्वारे;

बँकेचे नाव व पत्ता: आय सी आय बँक लि;

डीडी/धनाकर्ष क्रमांक: 126591; राकम: 30000 रु.; दिनांक: 02/06/2006

Kandhari (DA)

(11)

MS



Industrial Development Bank of India Limited

Customer Copy

Sr. No. 10595

Deposit Br. Khar (G)

Date 26/5/06.

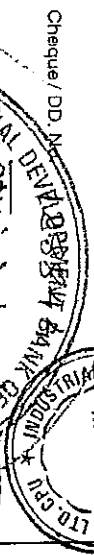
Pay to : Acct. No. 99937200010056-Idbi bank A/C stamp duty

Type of Document	Special Adhesive
Type of Stamp	
Franking Value	Rs. 1972901-
Service Charges	Rs. 101-
Total	Rs. 1973001-

Name of stamp duty paying party

Vasudev C. Vadkver

Construction



Cheque / DD. No. _____
 Drawn on bank CIT. A. D. H. B. S. Ltd.
 INDIAN OVERSEAS BANK LTD. (REGD. OFFICE)
 26 MAY 2006
 FRANKING VALUE
 Rs. 1972901-
 Rs. 101-
 Rs. 1973001-
 Signature of payee
 (Sign., Name & E.I.N.)
 ER (For Bank's Use Only)
 TO 14014
 2006

Please sign the declaration on the back of this stamp

2006

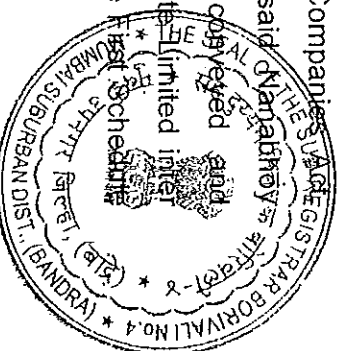
partners for the time being constituting the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of such last survivor) of the First Part, AND VASUDEV C. WADHWIA CONSTRUCTION, a partnership firm registered under Indian Partnership Act, 1932 bearing Registration No. BA-84172 having office at 425-A, Vasukamal, 14th Road, Bandra (West), Mumbai 400 050, hereinafter referred to as "the Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, the partners for the time being constituting the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of such last survivor) of the Other Part:

[Signature]

WHEREAS :

A. In and before the year 1951 Nanabhoy Byramjee Jeejeebhoy was seized and possessed of and/or otherwise well and sufficiently entitled to inter alia the said land at Village, Poisar, described in the First Schedule hereunder written.

B. By a registered Conveyance dated 24th July, 1951 (registered with the Sub-Registrar of Assurances at Bombay under Registration No.4212 of Volume No. 1 on 17th November, 1951) and expressed to be made between the said Nanabhoy Jeejeebhoy as the Vendor of the One Part and Byramjee Jeejeebhoy Private Limited (subsequently known as Nanabhoy Jeejeebhoy Private Limited) a company governed under the provisions of the Companies Act, 1956 as the Purchaser of the Other Part the said Nanabhoy Byramjee Jeejeebhoy sold, granted, assured, conveyed and transferred to the said Byramjee Jeejeebhoy Private Limited inter alia the said land more particularly described in the First Schedule thereunder (hereinafter called as the said land).



C. By an Agreement dated 29th June, 1982 and expressed to be made between the said Byramjee Jeejeebhoy Private Limited as the owners of the One Part and the said Bombay Real Estate

[Signature]

बंदर-१०
१९८२
२००६

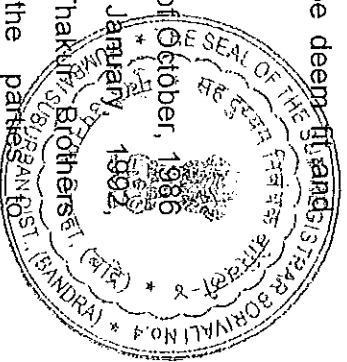
Development Company Pvt. Ltd., (hereinafter referred to as said "BREDDCO") therein referred to as the Developer of the Other Part, the said BREDDCO has acquired development rights inter alia in the said land on the terms and subject to the conditions more particularly stated in the said Agreement dated 29th June, 1982.

D. By virtue of the Consent Terms dated 21st December, 1988 filed in the High Court at Bombay in Company Petition No.868 of 1988 filed by Byramjee Nanabhoy Jeejeebhoy & Ors. as the Petitioners and the said Byramjee Jeejeebhoy Private Limited & Ors. as the Respondents the said land which is described in the Consent Terms became vested but subject to the aforesaid Agreement dated 29th June, 1982 in the said Nanabhoy Jeejeebhoy Private Limited without any further act or deed.

E. The said BREDDCO has paid full consideration money to the said Byramjee Jeejeebhoy Private Limited and obtained from Nanabhoy Jeejeebhoy Private Limited (who were successors in title to the said Byramjee Jeejeebhoy Private Limited as herein recited) an Irrevocable Power of Attorney dated 28th February, 1989 in their favour to fully deal with the properties mentioned therein including the said land described in the Schedule thereunder written.

F. In the premises the said BREDDCO has become fully entitled to deal with various properties including the said land and dispose of the same on such terms and conditions as it may be deemed proper.

G. By Memorandum of Understanding dated 6th day of October, 1986 and Supplementary MOU dated 29th day of January, 1992, executed between the said BREDDCO and Thakur Brothers Agricultural Farm it was agreed between the parties to retain/hold/own and develop the said land mentioned in the MOU at the ratio of 60% to BREDDCO & 40% to the Owners which includes the land mentioned in Schedule "1" written hereunder.



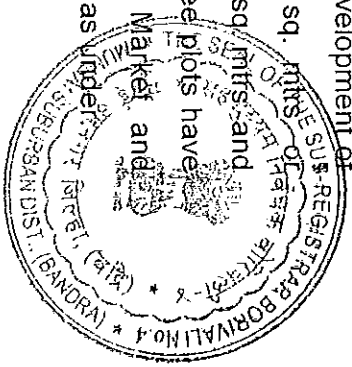
बदल-२०
२१३६/२
२००६

- H. (i) As such the Owners & Nanabhoy Jeejeebhoy Pvt. Ltd., are owning, occupying and thus absolutely entitled to all that piece and parcels of land bearing CTS No. 809-A/1/1/6 admeasuring 3001.50 sq. mtrs. and 809-A/1/1/7 admeasuring 3360.00 sq.mtrs. (hereinafter aggregating to 6361.50 sq. mtrs. and collectively referred to as "Plot A"), 809-A/1/19-A/1/5 admeasuring 5050.1 sq. mtrs. and 809-A/1/19-A/1/6 admeasuring 5421.0 sq. mtrs. (hereinafter aggregating to 10471.1 sq. mtrs. and collectively referred to as "Plot B") and 809-A/1/19-A/1/1-A/3-A/3 admeasuring 2877.90 sq. mtrs. and 809-A/1/19-A/1/1-A/3-A/4 admeasuring 6250.30 sq. mtrs. (hereinafter aggregating to 9128.20 sq. mtrs. and collectively referred to as "Plot C") of Revenue Village : Poisar, Taluka : Borivalli, Mumbai admeasuring 25960.80 sq. mtrs. forming part of the said land, which plots are reserved for Municipal Retail Market and Parking Lot therein, respectively, more particularly shown with Red, Green Colour and Yellow Colour boundary line, respectively on the plan annexed hereto marked Annexure "1" and earmarked as Plot 'A', Plot 'B' and Plot 'C', respectively;

- (ii) The Owners have further informed the Developer that in terms of layout plan submitted to MCGM for development of the said land Plot "A" admeasuring 6361.50 sq. mtrs. and thereabout and Plot "B" admeasuring 10471.10 sq. mtrs. and Plot "C" admeasuring 9128.20 sq. mtrs., all three plots have been reserved partially for Municipal Retail Market and balance for parking lot in the Development Plan as under:

Details of Reservation

Designated Pot	Retail market areas sq. mtrs.	Parking lot in sq. mtrs.	Total sq. mtrs.
Plot A	3001.50	3360.00	6361.50



बदल-१०
२९३२५
२००६

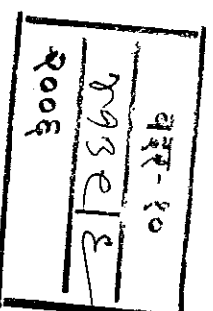
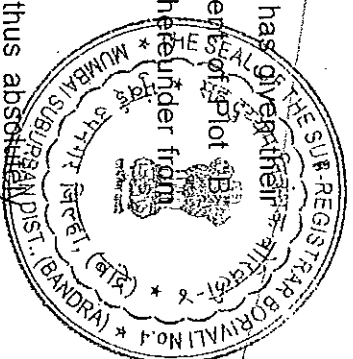
Plot B	5050.10	5421.00	10471.10
Plot C	2877.90	6250.30	9128.20
Total	10929.50	15031.30	25960.80

The Owners have caused the said Nanabhoy to get buildable component of the reservation on Plot A and Plot B shifted to Plot C delineated by yellow colour in plan marked Annexure "1" for the purpose of accommodating the buildable reservation of Plot A & B viz. Retail Municipal Market and Parking Lot on to Plot 'C' and handover the same to MCGM free of cost in terms of Development Permissible sanctioned by Executive Engineer (Development Plan)(W.S.)P & R., MCGM vide file bearing No. CHE/2572/DPWS/P&R dated 16th January, 2006 (hereinafter said Plot 'A' and Plot 'B' and Plot 'C' collectively referred to as said "larger property");

(iii) Thus the Plot "A" will be entirely developed by BREDDCO. The Plot "B" will be developed by Owners independently and the required component of built-up amenities will be constructed and provided on Plot "C" by BREDDCO and the Owners in proportion to the built-up accommodation of Plot "A" & Plot "B" and reservation of Plot C will be developed by BREDDCO and the Owners as their Supplemental MOU dated 29th January, 1992 on Plot C.

I. By Declaration dated 21st January, 2005 BREDDCO has given their consent to TBAF for their independent developments of Plot B more particularly mentioned in Schedule II written hereunder from 40% share of TBAF.

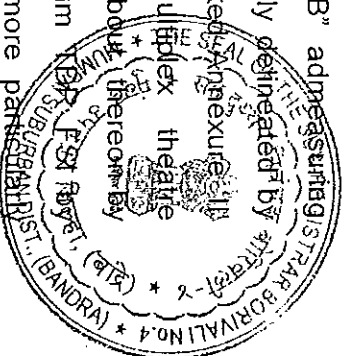
J. As such the Owners are owning, occupying and thus absorbed entitled to all that piece and parcels of land bearing C.T.S. No.809A/1/19A/1/5 admeasuring 5050.1 sq.mtrs. reserved for Retail Market and C.T.S. No.809A/1/19A/1/6 admeasuring 5421



sq.mtrs. which is reserved for Parking Lot as per sanctioned Development Plan which in total admeasuring 10471.1 sq.mtrs. or thereabout which is more particularly shown on the plan by Red colour boundary line and earmarked as Plot "B".

- K. The Owners have informed the Developers that the said BREDCO and Owners jointly are required to construct the Municipal Retail Market admeasuring 3624.3 sq.mtrs. and Parking Lot admeasuring 13094.64 sq.mtrs. on Plot "C" so as to enable development on Plot "A" and Plot "B". Consequently, the obligation of the Owners and BREDCO to construct Retail Municipal Market is of 856.18 sq. mtrs. and 1717.02 sq. mtrs. respectively aggregating to 2573.2 sq. mtrs. on part of Plot "C" and similarly the obligation of the Owners and BREDCO to construct Parking Lot is of 2970.46 sq. mtrs. and 4660.12 sq. mtrs. respectively aggregating to 7630.58 sq. mtrs. on part of Plot "C". In the circumstances and for the sake of convenience, the Owners and BREDCO may agree to appoint a common contractor for the purpose of construction of Parking Lot and Municipal Retail Market on Plot "C" on mutually agreed terms. In such event, the Owners will have to bear and pay the cost of construction of Municipal Retail Market and Parking Lot to the extent of 1717.02 sq. mtrs. and 4660.12 sq. mtrs. respectively (proportionate construction to be carried out by Owners) directly to the contractor so appointed, instead of constructing the same;

- L. The Owners intend to develop the said Plot "B" admeasuring 10471.10 sq. mtrs. or thereabout more particularly delineated by Red colour in the Plan annexed hereto and marked Annexure 'A' by construction of a shopping mall-cum-multiplex theatre admeasuring 210000 sq.ft. (FSI) (BUA) or thereabout thereon by utilizing all the available FSI including TDR/Slum whatever name called. The said Plot "B" is more particularly described in the Second Schedule hereunder written;



बंदर-१०
२१३२/६
२००६

M. The Owners have obtained the Consent/NOC from BREDCO vide Letter dated 21st January, 2005 granting consent for development of the said Plot B in the manner envisaged herein including the manner in which the municipal retail market and parking lot is to be constructed on Plot C by the Owners and BREDCO so that Plot A and Plot B becomes available for independent development to the Owners and BREDCO, respectively;

N. The Developers have approached the Owners with the request to allow the Developers to develop the said Plot "B" alongwith the Owners for the purpose of construction of a shopping Mall-cum-multiplex theatre thereon and the Owners have agreed to develop the said Plot "B" on the terms and conditions agreed upon by and between the parties hereto, as is hereinafter appearing.

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

1. The abovementioned recitals shall be treated as forming an integral part and operative part of this Agreement as if the same are incorporated herein in verbatim and this Agreement shall be read, interpreted and understood accordingly.
2. The Owners do and doth hereby irrevocably appoint, grant, entrust and empower the Developers to develop the said Plot "B" admeasuring 10471.10 sq.mtrs. or thereabouts by utilizing and consuming 210000 sq.ft. FSI (Approx.) (built-up area) or more, including and as and by way of TDR/Slum TDR to the utmost extent as may be feasible on the said Plot "B" in accordance with the plans to be sanctioned and LOD and CC to be obtained upon approval by the Owners and be made available for construction of shopping mall-cum-multiplex theatre of the choice of Developers and Owners and to utilize open space as may be planned by Developers and permitted by authorities (including benefits/concessions if any available of R.G.). The said Plot "B" is more particularly described



बदल-१०
११३२१८
२००६

in the Second Schedule hereunder written and flushed by Red colour in the plan marked Annexure 'II' annexed hereto. The term FSI shall mean sanctioned FSI as per sanctioned plans by M.C.G.M.

3. The Owners have agreed to comply with their following obligations at their cost, risk and expenses in respect of said Plot as mentioned in Schedule "II" in the manner and as stipulated hereunder so as to enable the developers to develop the said Plot "B":-

(i) Make out marketable title, free from all encumbrances, claims and reasonable doubts in respect of said Plot "B" and furnish title certificate from the Owners' Advocate and Solicitors to the Developers within 30 days from the date hereof.

(ii) The requisite permission from Competent Authority of ULC Act, 1976 for development of said Plots "A", "B" & "C". The Owners shall also obtain all requisite permission/order/exemption/modification/ extension etc. if necessary, from the authorities under (Urban Land Ceiling Regulation Act, 1976) for development of said Plot "B" in the manner envisaged herein;

(iii) Get the approvals/orders within 120 (one hundred twenty) days from the date of execution of this Agreement from Government of Maharashtra, Competent MCGM and other relevant authorities for :

(a) Obtain IOD and CC upto plinth level and other necessary permissions required to construction of a shopping mal-cum-multiplex theadmeasuring 10471.10 sq. mtrs. on Plot "B" provided however the premium/deposit required to be paid to



शुद्ध-१०
२९३९१०
२००६

MCGM and any other expenses to be incurred in this regard shall be paid and borne by the Developers;

(b) Shall clear all defects/claims on the said property, if any, coming to the notice of the parties hereto hereafter and the Owners agree to continue to keep the title to said Plot B marketable and free from encumbrances and claims during subsistence of this Agreement;

(iv) Co-operate with the Developers in development and construction of Shopping mall and Multiplex including providing relevant documents and consents and signing forms, applications and writings as may be necessary from time to time, but at the cost and expenses of the Developers;

(v) Shall cause the said Nanabhoy to hand over the Municipal Retail Market and Parking Lot duly constructed by the Developers to MCGM authorities and comply with the terms of Development permission issued by MCGM as aforesaid but at the cost and expenses of the Developers;

(vi) Make available aforesaid Plot C free from encumbrances to the Developers to the extent of their obligation to construct the aforesaid built-up amenity in terms of Development Permission sanctioned by MCGM;

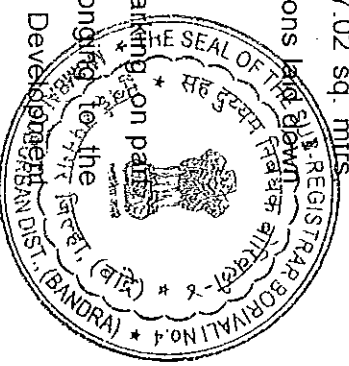
(vii) To provide bank guarantee to MCGM for construction of Municipal Retail market and Parking Lot for the maximum of 36 months from the date hereof;

(viii) Shall cause the said Nanabhoy to appoint Mr. Bhupendra Patrawala as Architect being nominee of the Developers in the records of MCGM in respect of construction to be carried out by the Developers on the said Plot B.



अद्वार-१०
०१३८१९०
२००६

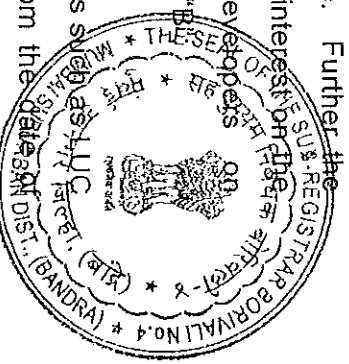
4. The Developers shall comply with their following obligations at their cost, risk and expenses in respect of said Plot "B":-
- (i) Shall obtain IOD and CC from MCGM for construction of Shopping Mall-cum-Multiplex on the said Plot B by making payment of necessary premium and deposit;
- (ii) Shall carry on and complete construction of a Shopping mall-cum-multiplex theatre admeasuring 2,10,000 sq.ft. (built-up) or thereabouts on the said Plot "B" including by payment of all premium, scrutiny fee, development charges, deposits (refundable or otherwise) and other charges to the concerned authorities by whatever name called for obtaining various permissions for construction of Shopping Mall cum Multiplex. However, the Developers shall be entitled to refund of any refundable deposits paid by them to MCGM;
- (iii) To Obtain the permission for construction from the Ministry of Forest & Environment, New Delhi/Mumbai.
- (iv) To Purchase TDR/Slum TDR and get plans sanctioned by paying the necessary premium/deposits to MCGM in respect thereof within six months of receipt of CC upto plinth.
- (v) Subject to Clause 20 herein, to construct Municipal Retail Market, on part of Plot "C" admeasuring 1717.02 sq. mtrs belonging to the Owners in terms of specifications laid down in Development permission issued by MCGM;
- (vi) Subject to Clause 20 herein, to construct car parking on part of Plot "C" admeasuring 4660.12 sq.mtrs. belonging to the Owners as per specifications laid down in the Development permission issued by MCGM;



2

बंदर-२०
२९३६११
२००६

- (vii) To bear and pay the entire cost of construction on Plot "B" including for purchase of materials, engaging labour and contractors, meeting workers claim, if any, professional fees of Architects, Consultants etc.;
- (viii) To bear and pay the expenses of marketing and advertisement and brokerage for sale of goods constructed on Plot "B".
- (ix) Subject to force majeure, war and acts of God to complete the construction and obtain Occupation Certificate from MCGM in respect of shopping mall-cum-multiplex theatre within a period of 36 months from the date of issue of CC upto plinth, with a further grace period of 6 months and in carrying out the said construction work to strictly conform and abide by the approved plans, approvals, rules and bye-laws for the time being inforce and as laid down in the BMC Act, the Development Control Regulation for Greater Bombay, 1991 and sanctioned D.P. Plan;
- (x) To provide good quality workmanship and modern amenities as provided in Raghuleela Mall constructed by the Developers at Kandivalli (West);
- (xi) To carry out the construction as specified hereinabove by raising funds from their sources. The Owners shall not be required to spend any amount for the same. Further, the Developers shall not be entitled to claim any interest on the funds deployed/cost incurred by the Developers on construction of the said shopping mall on Plot "B".
- (xii) To pay all Municipal Taxes, or any other Taxes such as N.A. taxes, N.A. taxes, etc., from time to time from the date of execution of this Agreement;



शुद्ध-१०
२९५२/१२
२००६

(xiii) To provide Bank Guarantee if needed, to MCGM for construction of MRM & PL exceeding the period of 36 months as mentioned in Clause 3(vii);

5. (a) In consideration of Developers agreeing to construct and complete the Shopping mall-cum-multiplex theatre on the said Plot "B" and paying refundable deposit to Owners, as provided herein, the Developers shall be entitled to 53% of the sale proceeds realized on sale, lease, leave and license and transfer of premises in the said shopping mall and in consideration of Owners making available the said Plot "B" for development and construction in accordance with the terms hereof and the Owners complying with their obligations specified herein, the Owners shall be entitled to 47% of the sale proceeds realized on sale, leave and license and lease, transfer of all the premises in the shopping mall. The term sale proceeds shall mean sales proceeds on sale of constructed premises, car parkings, open space, plus all revenue generated from letting/leasing any premises, car parking, open spaces in the shopping mall, hoarding charges, signage charges and interest on delayed payment, all deposits collected from prospective purchasers and lessees of premises thereon. It is further expressly agreed that in the event of any of the party hereto desiring to retain any portion of constructed premises for themselves, then such retaining party shall compensate to the other party herein for the same at such rate as may be mutually decided by the parties and such compensation shall form part of sale proceeds;

(b) The following are excluded from the term sale proceeds :

- (i) Payments made by any purchaser/s for getting extra work done in his/her/their premises;

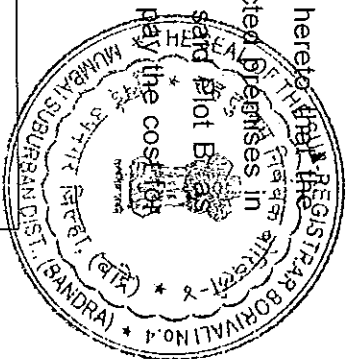
बंदरा-१०
१९३८/१३
२००६



- (ii) Stamp duty and registration fees collected from the purchasers of the premises;
- (iii) Maintenance charges, BSES deposit, legal charges, share money collected from the purchasers of premises;
- (iv) The Developers shall obtain cheques for the above amount in their own name and shall deposit such cheques in a separate bank account to be opened and maintained in their name only in this regards. The Developers shall utilize the said deposits for the purpose for which they are collected.

- (c) In addition to the consideration as aforesaid the Developers have paid a sum of Rs.51,00,000/- (Rupees Fifty One Lacs only) as interest free refundable deposit for due performance of the terms of this Agreements, to the Owners before the execution hereof (the payment and receipt whereof each of the Owners do and doth admit and acknowledge) which deposit shall be refunded to the Developers upon they completing the development of Plot "B" in all respects.

6. (i) It is agreed expressly amongst the parties hereto that the Owners have retained the following constructed premises in the shopping mall to be constructed on the said Plot B, being Owners Allocation, and also agreed to pay the cost for the retained premises:



Owners Allocation		
	Floor	Cost per sq. ft.
Multiplex Theatre (Bare-without amenities inside)	III rd & IVth	Rs.4000/-
Car Parkings for multiplex as may be sanctioned either on terrace or basement	Terrace or Basement	Free of cost
	Area	
	30,000 sq.ft. (carpet + 40%)	
	85 Nos. Car Park	

बंदर-२०
२९३२१९
२००६

13

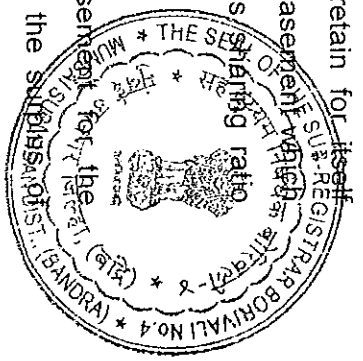
[Handwritten signature]

Lift machine room and lift shaft, if required for multiplex	above Terrace	1500	Rs.1600/-
One Anchor Shop below the Multiplex car parkings for Anchor	Gr. + 1st + 11 nd Floor 3 rd level or basement	35000 sq.ft. (carpet + 40%) 8000 sq.ft.	Rs. 4000/- Rs. 1600/-

* subject to Clause 7(b)

(ii) The constructed premises in the Shopping Mall retained exclusively by the Owners and tabulated hereinabove are clarified and elucidated hereafter. (The Owners Allocation shall include Multiplex Theatre). The multiplex theatre admeasuring 30000 sq. ft. (built-up area) approximately shall be constructed and provided by the Developers to the Owners in terms of specifications and plans approved by concerned authorities. The Owners shall pay consideration at Rs.4000/- per sq. ft. for area of 30000 sq. ft. (built-up area) approximately towards multiplex theatre. The terms built-up area shall mean carpet area plus 40% loading thereon. Separate parking for multiplex theatre shall be provided on terrace in terms of plans sanctioned and the Owners shall pay @ Rs.1600/- per sq. ft. (built-up area) for lift shaft room and machine room. In the event separate car parkings on the terrace is not sanctioned by any reason whatsoever :

- (a) then minimum parking required for multiplex as per D. C. Rules shall be provided in the basement exclusively to the Owners for multiplex theatre free of cost by the Developers;
- (b) The Developers then shall be entitled to retain for itself exclusively such number of parkings in the basement which shall be in proportion to the sales proceeds, sharing ratio between the parties hereto;
- (c) After providing the car-parking in the basement to the anchor shops to the Owners if necessary, the



बदल-१०
०९३०१९५
२००६
4

(Handwritten signature)

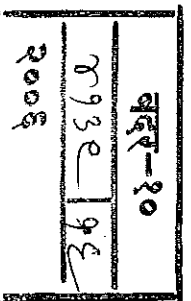
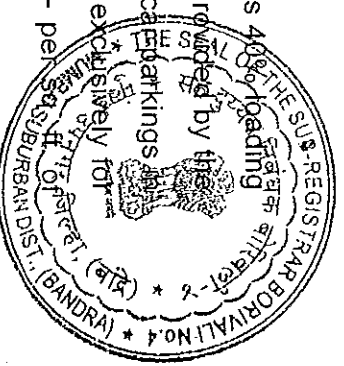
basement parkings shall be shared in the sales proceeds sharing ratio viz. 47% and 53%; and

- (d) To illustrate by example if 85 parkings in the basement is the minimum parking required to be allotted for multiplex, then the Developers shall be entitled to retain exclusively 95 parkings in the basement and balance beyond 180 parkings in the basement including revenue generated therefrom shall be shared between the Owners and the Developers in the ratio of 47% and 53%.

It is expressly provided that Owner shall not be liable to pay any Common Area Maintenance Charges (CAM Charges) for multiplex only to the Developer and/or their nominees including SPV or such any other organisation.

Anchor Shop : One Anchor shop shall be constructed on the ground, first and second floor aggregating to 35000 sq. ft. (built-up area) approximately and located and provided by the Developers below the multiplex theatre to the Owners in terms of specifications and plans approved by the concerned authorities. The consideration for Anchor shop is presently estimated at Rs.4000/- per sq. ft. (built-up area) and which shall be finally quantified as specified in Clause 7(b) hereunder.

The term built-up area shall be mean carpet area plus 40% of loading thereon. Separate parking for Anchor shop shall be provided by the Developers either on the 3rd level or such number of car parkings and the basement as may be sanctioned and earmarked exclusively for the Owners and the Owners shall pay @ Rs.1600/- per sq. ft. of actual built-up area.



15

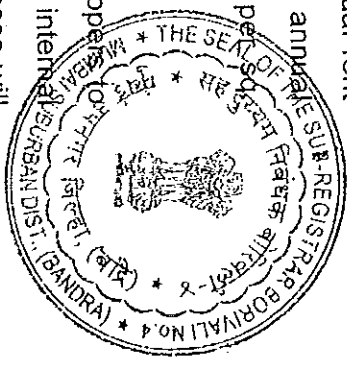
[Handwritten signature]

All the internal finishing in the theatre and Anchor shop will be carried out by the Owners but all the external finishing such as drainage, sanitary system, elevation features, staircase etc., and all other paraphenels are to be provided by the developers as per the Architect's guidelines or as per the total scheme of shopping at the cost and expenses of the Developers.

It is specifically provided that the consideration payable by the Owners as aforesaid in respect of Multiplex theatre, Anchor Shop and Parking places and Lift M/c. Room shall form part of the total sale proceeds mentioned in Clause 5 and shall be divided in the ratio of 47% and 53% between Owners & Developers respectively.

7. The anchor shops comprising of ground + first and second floor in terms of plans to be sanctioned by MCGM will be retained by the Owners herein with the following terms :

- (a) The built-up area of the Anchor shop will be actual area agreed and accepted by Anchor.
- (b) The final consideration payable by the Owners towards Anchor shop which shall be determined by capitalizing @ 12% per annum on the net annual rent realized/realizable from letting out the Anchor shop. The term net annual rent shall mean gross annual rent minus annual repair/maintenance/taxes/outgoings calculated @ Rs.20/- per sq.ft. per month.
- (c) The outside finishing shall be provided by the Developer and the anchor shop including central A.C. and all internal finishing such as Car Lift, Escalator & Internal Staircase will be carried out by the Owners including lift, escalator, flooring etc.



बंदर-१०
२९३६/१६
२००६

§

§

(d) The Developers shall provide the required electrical/power supply drainage, sewage and water connection at one point of required capacity at the cost and expenses of the Developers.

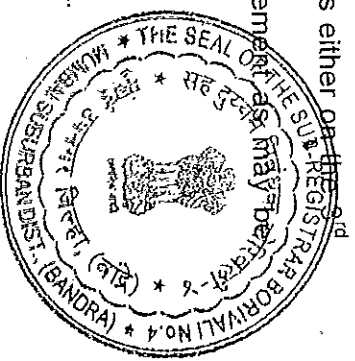
8. Separate overhead tank, under ground tank and CFO tank of required capacity will be provided by the Developers for anchor shop and cinema/multiplex at the Developers cost.

9. It is agreed that the total consideration payable by the Owners towards the Owners Allocation for Multiplex Theatre and Lift M/c. Room and Lift Shaft which shall be payable as under :-

- (i) 5% at the time of signing of this Agreement;
- (ii) 45% at the time of receipt of approval of plan for Multiplex alongwith C.C. thereof.
- (iii) Balance 50% shall be paid by the Owners in installment linked to progress in construction.

Further consideration payable by Owners for one Anchor Shop below the Multiplex and Car Parking for Anchors either on the 1st level or such number of car-parking in the basement level as sanctioned shall be payable as follows:-

- (i) 5% at the time of signing of the Agreement.



शुद्ध-१०
२९३२१९८
२००६

(ii) 45% at the time of receipt of approval of plans alongwith and/or Letter of Intent from the Anchor which ever is later.

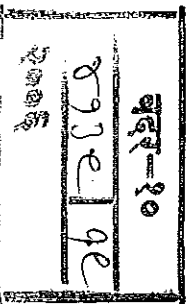
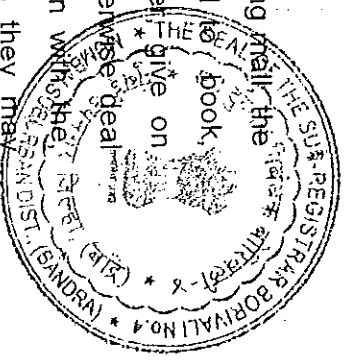
(iii) Balance 50% at the time of Receipt of First rent alongwith deposit from Anchor.

However, balance consideration is subject to finalization of the consideration of value of Anchor shop in the manner stipulated in Clause 7(b) hereinabove.

10. Immediately upon execution of this presents, the Owners have irrevocably authorized and permitted the Developers to enter upon the said plot 'B' as Licensee for the purpose of development and construction thereon including authority to construct a temporary site office as per approval of MCGM thereon and store construction materials on said plot 'B'. The parties hereto have mutually agreed to get this Agreement registered with Sub-Registrar of Assurances, Mumbai within 30 (thirty) days here from at the cost of Developers only.

11. The original title deeds of the said property as per Schedule-1 have been inspected by the Developers and the Owners undertake to produce the same for inspection by the Developers or their nominees from time to time including providing certified copies of the same to the Developers or their nominees from time to time.

12. (i) In respect of the premises in the shopping mall, the Developers are hereby authorized and entitled to book, allot, sell, transfer, retransfer, cancel, surrender, lease, grant on leave and license basis or otherwise deal with in any manner whatsoever, in consultation with the Owner, but on such terms and conditions as they may decide and to issue Letters of Allotment, enter into

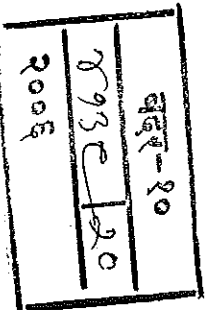


Agreements for Sale on what is known as "Ownership" basis in accordance with the draft in this behalf prepared by mutual agreement by and between the parties hereto and recover realize the entire sale proceeds or consideration monies arising there from for self and on behalf of the Owners. The sales proceeds shall be deposited and apportioned between the parties in the manner and as set out hereinafter in Clause 14. The Owners and the Developers shall jointly execute all the Agreements for Sale/Lease/Leave and License. However, for the sake of convenience, the owners hereto shall execute the necessary Power of Attorney in favour of the Developers duly registered with the Sub-Registrar of Assurance, permitting the Developers to sell the premises in the shopping mall, execute Agreements on behalf of the Owners as Confirming Party, register the same with Sub-Registrar of Assurances. The Developers alone shall be liable and responsible for carrying out the terms and conditions of such agreements.

(ii) IT IS FURTHER PROVIDED the Owners shall not take any obligation pertaining to sale of the premises in the said shopping mall sold by the Developers on any other terms and conditions apart from the conditions specified in the agreement for sale.

(iii) Possession of the constructed premises shall be handed over to the Purchasers jointly by the parties hereto upon receipt of full payment from the purchasers;

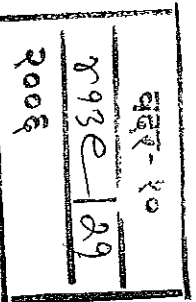
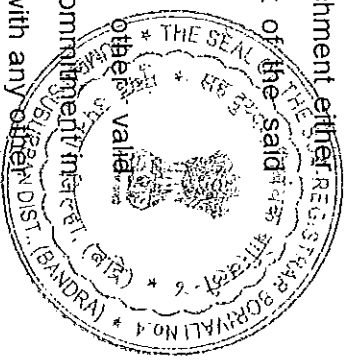
(iv) The Developers in consultation with the Owners entitled to amend, vary or revise plans and obtain revised I.O.D and C.C. in respect thereof for the purpose of obtaining further Commencement Certificate, part Occupation Certificate, full Occupation Certificate and B.C.C. from time to time, but entirely at the cost and expense of the



Developers. However, the Developers shall not amend/vary/revise the plans in such a manner which shall prejudicially affect the Owners Allocation in any manner.

13. The Owners do and doth hereby jointly and severally declare, confirm and Covenant as follows that;

- (i) Pursuant to the Consent Terms dated 21st December, 1988 and Memorandum of Understanding dated 6th October, 1986 and Supplementary Memorandum of Understanding dated 29th January, 1992 between BREDDCO and Thakur Brothers Agricultural Farm, the Owners are legally entitled to the said plot 'B' on the terms specified therein and that the title of the Owners to the said plot 'B' is clear and marketable and free from encumbrances, claims, charges, demands and reasonable doubts of whatsoever nature;
- (ii) The said plot 'B' is within the ceiling limits of ULCA Act, 1976 and the Owners are entitled to hold the said plot 'B' under the Act;
- (iii) The said plot 'B' is free from all encumbrances and is not subject to sale, exchange, tenancy, lease the sub-lease, license, lien, gift, inheritance, guarantee, easement, trust, injunctions or any such encumbrances and there is no suit or proceedings nor notice of lispendens nor attachment either before or after judgement pending in respect of the said larger property or any part thereof.
- (iv) The Owners have not entered into any Agreement, arrangement, writing, contract or commitment in respect of the said plot 'B' or any part thereof with any other person or party in any manner whatsoever including by way of grant of development rights and they have not accepted any token, deposit, earnest money or any consideration from



[Handwritten signature]

any such person or persons. The Owners hereby agree to indemnify and keep Developers indemnified against any third party claims of whatsoever nature;

(v) The Owners have not obtained loans and/or advances from any person or persons, banks, financial institutions or any other third party by mortgaging the said plot "B" and/or against collateral security thereof;

(vi) There is no outstanding notice or other order or intimation issued by the Government or the Municipal Corporation of Greater Mumbai or any other public body in respect of any acquisition or requisition of the said property or any part thereof;

(vii) All outgoing in respect of the said property including land revenue, Municipal taxes, etc. have been paid upto the date hereof by the Owners;

(viii) There are no circumstances or factors which prevent the Owners from dealing with the said balance portion or which prevent the Developers from acquiring the rights as contemplated herein;

(ix) The Owners are duly empowered and authorized to enter into and implement this Development Agreement.

(x) There is no dispute regarding the boundary of the said property and there is a proper access to the said property earmarked in location plan "1" annexed hereto

(xi) They are aware that relying on the aforesaid representations and statements, etc., made hereinabove as also hereinafter by them, the Developers have agreed to develop the said plot "B", pay the deposit to the Owners and give the



बंदर-३०
२१३०
२१
२००६

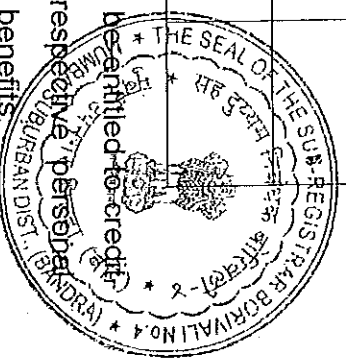
[Handwritten signature]

Owners share in sale proceeds on the terms and conditions recorded herein and the Owners confirm and repeat the correctness thereof and the Owners shall from time to time and at all times hereafter indemnify and keep indemnified the Developers from and against direct damages, litigations, claims, demands and costs that may be made and/or raised by any one and/or incurred by the Developers and/or its nominees as a result of any of the statements, declarations and representations herein contained being found to be untrue or incorrect.

14. It is specifically agreed by an between the parties hereto that a separate joint account in the name of the parties hereto (Wadhwa Construction Project-Thakur Raghuleela Mall-Kandivli (E) A/c) shall be opened with ICICI Bank, Kandivli (East) Branch only and all the sale proceeds from the prospective purchasers and all revenue generated from lease/leave and license shall be deposited in this account only with irrevocable written instruction to the bank to be given jointly by both parties that if the amounts so deposited therein exceeds Rs.1,00,000/- (Rupees One Lac only) then such excess shall be transferred to the personal account of both parties in the following proportions :

		Name of the Bank	A/c. No.
Owners	Thakur	47%	ICICI Bank, Kandivli (E) Branch.
Brothers	Agricultural Farm		
Developers	Vasudev	53%	ICICI Bank, Bandra (W) Branch.
C. Wadhwa	Constructions		

On such withdrawals/transfers each party shall be entitled to credit the amount coming to their share in their respective personal account and appropriate the same for their own benefits.

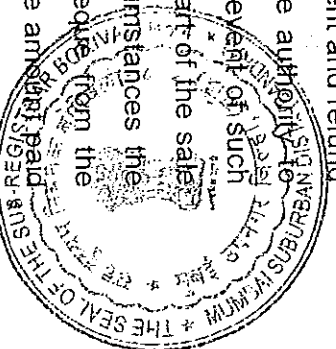


बंदरा-२०
२९५८/२३
२००६

15. Save and except as provided in this agreement, it is specifically agreed that no payment other than the above transfer of funds to the two accounts mentioned hereinabove shall be made from the joint account as mentioned in preceding clause and as such all expenditure to be incurred for the development shall be paid by the Developers including construction and related expenses and the same are to be borne exclusively by the Developers alone from their separate account and not from the joint account as referred to above.

16. It has already been agreed by the Developers that minimum consideration fixed for each constructed premises selling price to the prospective Purchaser shall be either then prevailing market rate or the rate of Rs.4000/- per sq.ft. whichever is higher. However, it is provided further that the parties herein may but only by mutual consent in writing vary the minimum price hereinabove stated viz. price at which the premises/flats/shops shall be sold to prospective purchasers.

17. The Developers shall furnish to the Owners monthly statements in form and style as given by Owners (on or before 10th of each calendar month) of sales of the said premises together with the details of total sale price received on sale of each of the said premise and deposited in the joint bank account during the preceding calendar month. It is specifically agreed and understood between the parties that if the Purchasers of premises in any of the shopping mall request for cancellation of the Agreement and refund of the amounts paid, the Developers shall have the authority to negotiate the terms of such cancellation and in the event of such terms requiring the Developers to refund whole or part of the sale proceeds paid by such Purchaser, and in this circumstances the Developers and the Owners shall jointly draw a cheque from the Joint Account in favour of such Purchaser so that the amount paid by such Purchaser is refunded forthwith and the premises is released from all contractual obligations towards the purchaser.



बदल-१०
२९३६१२२
३००६

18. The Developers will maintain proper accounts of sales and recoveries and the Developers shall get the same audited annually from auditors who are approved in writing from time to time by the Owners and statements so audited shall be binding upon the parties hereto. M/s. V. N. Gandhi & Co., C. A., will be appointed as auditor on behalf of Owners and M/s. Samir Sanghavi & Associates is appointed as auditor on behalf of Developers.

19. In case if any one or more premises in the said shopping mall is not being sold and/or disposed off but let out or given on leave and license or any other basis by mutual consent then in that event the rent/compensation/return of deposit paid by such tenant, license occupant shall be shared by the Owners and the Developers in the ratio of 47% and 53% and all outgoings and rates and taxes in respect of such premises (which would not be payable by such tenant/licensee/occupant) shall be shared by the Owners and the Developers in the same proportion after obtaining the Occupation Certificate, or B.C.C. by the Developers. Similarly it is agreed that any benefits/revenue arising from amenities/facilities provided on R.G. Area, shall be shared between the Owners and the Developers in the ratio of 47% and 53% respectively. In the event of no such amenities/facilities are provided on the R.G. Area, then in such circumstances the ownership of the R.G. Area shall vest exclusively with the Owners and the Developers shall have no claim therein.

20. The Developers agree to bear and pay such cost of construction including L.U.C. tax of municipal retail market of 1717.02 sq. mtrs. (approx) and parking lot of 4660.12 sq.mtrs. (approx) directly to the said contractor if so appointed jointly by the Owners and the said BREDCO for construction of retail municipal market and parking lot as stated in recital (K) hereinabove, in terms of construction contract that may be executed between the parties, for and on behalf of the Owners, instead of and in lieu of actually construction of the same as specified in Clause 4(v) and 4(vi) above.



महाराष्ट्र - २०
२९३८ २५
२००६

[Handwritten signature]

21. The Developers shall at their cost be entitled to appoint R.C.C. Consultants, Architect, site supervisors, engineers and all other Consultants and other persons as they may deem fit from time to time at their own expenses and cost.

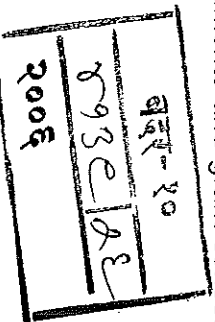
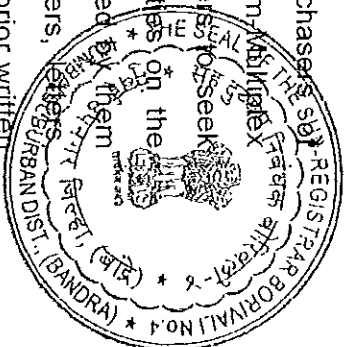
22. The Developers at their cost shall also be entitled to appoint selling agents for marketing of constructed premises parking spaces, open spaces and premises in the said shopping mall and to fix and pay their remuneration/commission. However, commission on sale price payable to the agents/brokers shall be borne by the Developers alone and as such shall always be paid by the Developers alone from their own Account.

23. The Developers, shall in consultation with the Owners at their own cost and expenses:

(a) Promote and advertise the Project and premises through print and electronic media at the cost of the Developers only.

(b) The Developers may take and implement decisions with regard to the development and construction of the shopping mall and the marketing and sale of construction premises, open space, open parking spaces and other premises in the said shopping mall on the said Plot "B" at the cost of the Developers. The Developers shall as stated above be responsible and liable for the cost and consequences of publicity/Advertisement through Print and Electronic Media.

24. It is hereby agreed by the Owners that the purchasers of the galas/units/premises/shops in the Shopping Mall-cum-Sub-Market Theatre shall be allowed and permitted by the Owners to seek loans from Institutions, Banks and such other authorities for the security of the galas/units/shops agreed to be purchased by them and the Owners and Developers shall sign such papers, documents and grant consent for the same. With the prior written

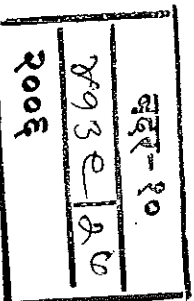


consent of the Owners, the Developers may seek loans from financial institutions, banks and other authorities on the security of constructed premises, provided always that the Owners shall in no way be liable to or responsible towards the repayment of the loan and interest accrued or any other liability/obligation in respect of the loan or security created hereafter by the Developers. However, the Developers agree and undertake to repay the entire dues (principal plus interest) to the bank before vesting documents in favour of common organization is required to be executed. This shall be the essence and vital obligation undertaken by the Developers. The Developers hereby agrees to indemnify and keep indemnified the Owners from and against any such liabilities/claim/demand at all times hereafter.

25. Immediately upon execution of this presents :

(a) The Developers shall be entitled to independently investigate the title of the Owners to the said Plot "B" including by issuance of public notices in news paper and to carryout search of revenue records; However, it is specifically agreed by the Owners that on detail investigation of the titles if any requirement or requisitions are required to be complied with for making out a clear and marketable title free from all such encumbrances on the said balance portion, the same shall be complied/removed by the Owners within 45 days from the date of receipt of such requisition from the Advocate of the Developers.

(b) The Owners have executed a registered General Power of Attorney in favour of the Developers or their nominee for the purpose of obtaining permission from MCGM for the purpose of development of said Plot "B" and sale of constructed premises herein.



26



26. The Owners further agree and confirm with Developers that they alone are responsible for payment of all cess, outgoing, charges, taxes and dues in respect of the said Plot "B" till I.O.D. and C.C. upto plinth is obtained by Owners, thereon enabling Developers to commence actual construction of the proposed shopping mall-cum-multiplex theatre as envisaged herein, and that the Owners shall during subsistence of this Agreement, also deal with all encumbrances, claims, demands and disputes and other claims but only restricted to and relating with the title in respect of the said Plot "B" or part thereof and Developers are not responsible or liable for the same. It is further clarified that in so far as apportionment of all cess, outgoing charges, taxes and dues in respect of Plot "C", the same shall be borne and paid by the Developers in proportion to Buildable component of Plot "B".

27. The Developers shall in particular be responsible for the following expenses and provide funds as may be required for the following:-

- (a) Construction and completion of Buildings on the said property and obtaining of Commencement Certificate (after the Plinth Certificates are obtained by the Owners) as also all occupation Certificates.
- (b) All costs, charges and consultants fee of and incidental to the Construction of the said building, including Architects and R.C.C. Consultants fees after commencement certificate upto plinth of all the buildings proposed to be constructed by the Developers, the said balance portion are to be borne by the Developers. All costs charges of Architects fees relating to development and for obtaining I.O.D. & C.C. upto plinth of shopping mall-cum-multiplex theatre upto maximum of Rs. 5/- per sq.ft. shall be borne by the Owners and the excess any excess shall be borne by the Developers.



बंदरा-१०
२९३८-२८
१००६

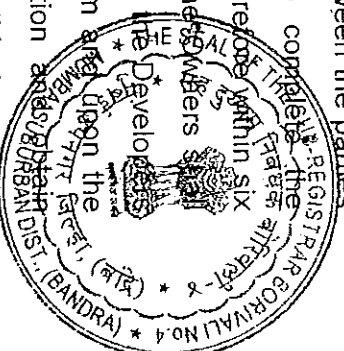
31. The Developers shall be responsible and liable, for carrying out the terms and conditions of the Ownership Agreements made with the Purchasers relating to the Construction of the building and for obtaining of subsequent Commencement Certificate beyond plinth for the Shopping Mall-cum-Multiplex Theatre, Occupation Certificates, provided during subsistence of this Agreement, the Owners shall be responsible and liable in all matters relating to the title to the said larger property or any part thereof.

32. It is expressly agreed by the Developers that in the event of the Developers failing to complete the construction of Shopping Mall-cum-Multiplex Theatre within the extended period of 42 months (36+6) then and in such eventuality :

(a) the Developers agree to indemnify and keep the Owners indemnified against any monetary loss which the Owner may have to suffer on account of claim/demand/litigation by the prospective purchasers and/or prospective licensees of premises in the Shopping Mall-cum-Multiplex Theatre and

(b) The Developers shall compensate the Owners for loss of revenue at the rate of 12% per annum on the consideration agreed to be paid by the Owners to the Developers towards sale/allotment of Multiplex Theatre and one Anchor shop as stipulated herein.

33. It is expressly agreed, declared and confirmed between the parties that in the event of the Developers failing to complete the construction of the shopping mall-cum-multiplex theatre within six years herefrom for any reason whatsoever then the Owners shall give notice in writing to the Developers calling upon the Developers to complete construction within one year therefrom and upon the failure of the Developers to complete construction and upon the Occupation Certificate within such extended period this Agreement shall automatically stand terminated by the Owners without further



१११-१०	
११३८	१३०
२००६	

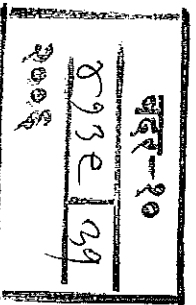
recourse to the Developers in any manner and thereafter the Developers shall not have any right, claim, demand against the Owners and/or in the said Plot B of whatsoever nature. On the happening of such eventually the Owner shall retain the plot with structure thereon and the sale proceeds of the premises there in absolutely and shall not be responsible for any cost, loss, litigation, in respect of the above agreement.

34. The Conveyance/s Lease/s/vesting in respect of the said Plot "B" and the said shopping mall shall be executed by the Owners along with all interested parties in favour of a Limited Company or a Co-operative Society or other common organization to be formed by the Purchasers of premises in the said shopping mall. Such Conveyance/s Lease/s vesting documents shall be executed only after the completion of the shopping mall and after all the premises therein are sold and the total purchase price of all such premises in such shopping are received and Occupation Certificate and Building Completion Certificate are obtained.

35. The Developers and the Owners shall jointly decide on the mechanism and mode of joint management of the shopping mall within 30 months of the execution of this Agreement including the type of common organization to be formed and the nature of vesting documents to be executed by the parties in favour of the common organization.

36. The Owners at the cost of the Developers, agrees to execute all necessary documents and writings from time to time as may be necessary and expedient for enabling the Developers to carry out and complete the development of the said Plot "B" as herein contemplated.

37. The Developers shall on the execution of these presents be allowed to put up hoarding or appropriate sign boards announcing the proposed scheme of development of the said land by the Developers and the Owners.



38. The Owners shall during the construction period sign undertake to such Declarations, Affidavits, Undertakings and other writings as may be necessary or required by any Concerned Authority in connection with the Development of the said Plot "B" as envisaged under these presents as also to enable the Developers to obtain subsequent Commencement Certificates, Occupation Certificates and Building Completion Certificates. The Owners representative shall at the request of the Developers be present at the meetings or hearings before any Authority on a matter relating to the title, of the said Plot "B" for the statutory permission to be obtained by the Developers.

39. The Developers covenants with the Owners that all the responsibilities at the site including that of labour workers, contractors, sub-contractors, service tax and statutory obligations like P.F. ESIC, labour laws, MOFA etc., arising there from time to time shall be exclusively that of the Developers and in this regard the Developers indemnifies and keep indemnifies the Owners against all claims and grievances that may arise due to quality of construction / amenities / causalities etc. the Developers further indemnifies and keep indemnifies the Owners against all losses, damages, penalties, prosecutions and injury which may be caused to the Owners on account of any act of omission or commission of the Developers and the Developers solely shall be responsible and liable for the same.

40. The Developers declares and gives and undertakes that all liabilities and responsibilities towards shopping mall-cum Multiplex theatre shall be exclusively borne by the Developers and hence if any action regarding non-performance of any terms, conditions of IOD beyond plinth and other sanctions including actions under MRTTP is initiated at anytime hereafter shall be the liability of the Developers and the Developers shall be responsible for compliance with all the requirements and carrying out construction activities according to the provisions and bye-laws



१११-१०
११३०
१००६

[Handwritten signature]

of the relevant act and laws inforce including labour and labour welfare laws now prevailing.

41. The Owners hereto undertake not to do anything or omit to do anything by which the rights granted/conferred upon the Developers herein into/upon the said Plot B is prejudiced/affected in any manner whatsoever and/or which is prejudicial to the interest of the Developers.

42. The aforesaid consideration including share in sale proceeds and payment of refundable interest free deposit is all inclusive consideration including for grant of development rights to Developers in the manner envisaged herein in respect of the said Plot "B".

43. It is agreed that none of the parties hereto shall (i) stop the formation of Special Purpose Vehicle or any other organization which may be formed amongst various unit/shops holders in the proposed Shopping Mall to be constructed on the said Plot "B" and/or (ii) stop/delay handing over possession of units/shops to the prospective Purchasers. It will be joint and/or several responsibilities of both the parties herein, until the handing over of the possession to prospective purchasers, to give clear and marketable title of the said Plot "B" to various shops/unit holders. It is expressly provided that the Owners in respect of the Multiplex Theatre and related parking place shall not become part of such SPV or orgainsation.

44. The parties hereto also specifically declare and undertake that neither of them shall ever assign the benefit of this Agreement to any third party in any manner whatsoever.

45. It is the express intention of the parties that by executing this Agreement for the development of the said Plot "B" by the Developers as aforesaid the Owners are not transferring the



प्लॉट-४०	
४९३६	३५
२००६	

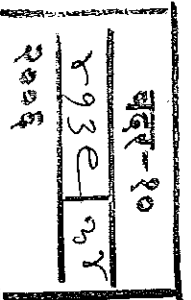
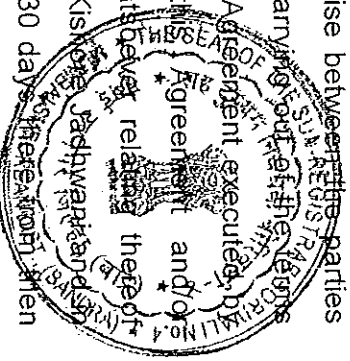
Ownership thereof or any part thereof to the Developers, but merely recording the terms of development and construction of the said Plot "B".

46. Both parties have entered into this Agreement on principal to principal basis, and each party shall pay and discharge their respective liabilities and obligations including the capital gains/income tax liabilities that may arise on account of the development of the said Plot "B" and sale of the units in the Building to be constructed thereon. The Owners and the Developers will indemnify and keep indemnified the other from and against any liability on account of income tax and other liabilities for direct and /or indirect taxes.

47. This Agreement shall not be construed as a partnership and/or joint venture and/or agency between the parties hereto viz. one acting as an agent of the other.

48. Mr. V. K. Singhji and/or Mr. Rajkumar Singhji shall represent the Owners and Mr. Vijay Wadhwaji and/or Mr. Sanjay Chhabriaji shall represent the Developers in all matters relating to and arising out of this Agreement and their respective decision shall be final and binding on the parties.

49. All disputes and differences that may arise between the parties hereto in regard to this Agreement, the carrying out of the terms and conditions of this Agreement or any Agreement executed, by the parties hereto in pursuance of this Agreement and of interpretation thereof or in any way whatsoever relating to the event of the mediations failing within 30 days hereafter, then the same shall be referred to Arbitration of Three mutually agreed Arbitrators in accordance with the provisions of the Indian Arbitration and Conciliation act, 1996 or its statutory modification



from the time being in force and all disputes and differences shall be referred to the jurisdiction of Mumbai only.

50. All stamp duty and registration charges in respect Of the Development Agreement and all other document-executed incidental thereto shall be paid and borne by the Developers exclusively.

51. This Agreement is subject to jurisdiction of Courts at Mumbai only.

SCHEDULE - I

All those pieces and parcels of land of Village : Poisar, Taluka : Borivali, as mentioned below and shown on Plan as Annexure - I :

Plot	C.T.S. No.	Reserved for	Area as per P.R. Card	Colour on Plan
A	809-A/1/1/6	Retail Market	3001.50) Green
	809-A/1/1/7	Parking Lot	3360.9)

And bounded as follows :-

North - Junction of 90' & 120' D.P. Road bearing C.T.S. No.809A/1/1/4 of Village Poisar.

South - Boundary of C.T.S. No. 809A/1/1/8, 809A/1/1/10 and 809A/1/1/11 of Village Poisar

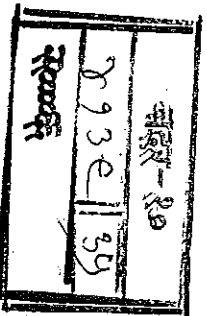
East - 120' wide D.P. Road bearing C.T.S. No.809A/1/1/2

West - 13.4 m wide D.P. Road, bearing C.T.S. No.809A/1/1/5 of Village : Poisar.



Plot	C.T.S. No.	Reserved for	Area as per P.R. Card	Colour on Plan
B	809-A/1/19-A/1/5	Retail Market	5050.10)
	809-A/1/19-A/1/6	Parking Lot	5421.00) Red

And bounded as follows :-



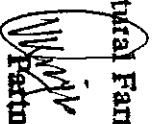
North - 18.3 m D.P. Road bearing C.T.S. No. No.818C/1 B(pt.) of Village Poisar.

South - 13.4 m D.P. Road, bearing C.T.S. No. 818C/1 B(pt.) of Village : Poisar.

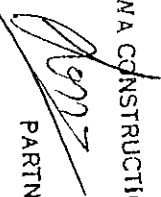
East - Boundary of property bearing C.T.S. No. 809A/1/19A/1/7 of Village : Poisar.

West - Boundary of property bearing C.T.S. No. 809A/1/19A/1/3 & 809A/1/19A/1/4 of Village Poisar.

SIGNED AND DELIVERED by
 the withinnamed OWNERS
M/S. THAKUR BROTHERS
AGRICULTURAL FARM
 through the hand of its duly
 Authorized Partner
 Mr. VIKENDRA Kumar Sinha
 in the presence of
 PAN No : AAA FT 0124 E

For Thakur Brothers Agricultural Farm,

 Partner.

SIGNED AND DELIVERED by
 the withinnamed DEVELOPERS
VASUDEVC. WADHW A CONSTRUCTION
 through the hand of its duly
 Authorized Partner
 Mr. SANJAY R CHHARRIA
 in the presence of
 PAN No : AAD FV 6239 P



FOR VASUDEV C. WADHW A CONSTRUCTION,

 PARTNER.

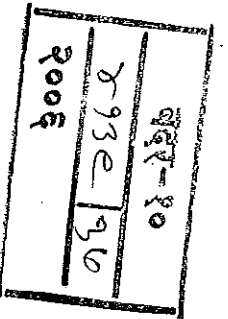
RECEIVED OF AND FROM the withinnamed Developers
 Rs.51,00,000/- (Rupees Fifty One Lacs Only) bearing
917394 dated 11/08/2005
F.V.E.I BANK LTD. BANDRA (W) being the interest
 refundable deposit paid by them to us.



WE SAY RECEIVED
 For M/S. THAKUR BROS. AGRICULTURAL FARM


 Partners

Witnesses :
 1) Kajwanshi & Singh 
 2) Apar Chavan 



क्रमांक-६७०१,०००-६-८५-पीएच (सीए) ४८१
डी वि. म. वि क्र ८६१६, दि. १६-९-२६.]

१. म. मा ४०५.
C.T.S. 20 m.

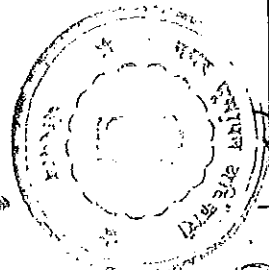
शखीव पत्रिका

3852

२०२०/२१ से २०२०/२१



५११/२००७	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७
	श. त. निवा निवादि	कलकत्ता	२००७



श. त. निवा निवादि

श. त. निवा निवादि

श. त. निवा निवादि

२

श. त. निवा निवादि
श. त. निवा निवादि
श. त. निवा निवादि
श. त. निवा निवादि
श. त. निवा निवादि

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/2572/DPWS/P & R
6 JAN 2006

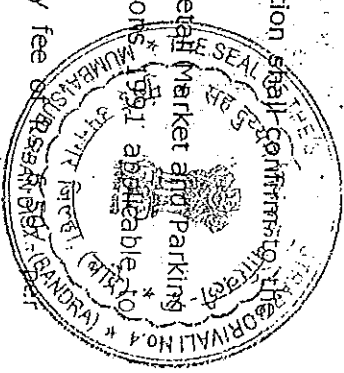
Office of the
Chief Engineer
(Development Plan)
4th Floor Annex. Bldg.,
Municipal Head Office,
Mahapalika Marg, Fort,
Mumbai 400 001.

To,
Manoj Pareesh & Associates
309, Sangam Arcade
Vallabhbal Road
Parle(West)
Mumbai - 400056

Sub: Composite Development Permission of
land bearing C.T.S. Nos. 809-A/1/1/6 & 809-
A/1/1/7 (plot 'A'), 809-A/1/19-A/1/5 & 809-
A/1/19-A/1/6 (plot 'B') and 809-A/1/19-A/1/1/1-
A/3-A/3 & 809-A/1/19-A/1/1/1-A/3-A/4 (plot 'C')
aggregating them on plot 'C' of Village Palsar at
Kandivall (East), reserved for Retail Market & Parking Lot
respectively
Ref - Your letter of 14/10/05, addressed to this office & letter of 12/12/05 addressed to M.C.
SIR,

With reference to your above representation, I have by direction to
Inform you that request to allow composite Development of land bearing
C.T.S. Nos. 809-A/1/1/6 & 809-A/1/1/7 (plot 'A'), 809-A/1/19-A/1/5 & 809-
A/1/19-A/1/6 (plot 'B') and 809-A/1/19-A/1/1/1-A/3-A/3 & 809-A/1/19-
A/1/1/1-A/3-A/4 (plot 'C') aggregating them on plot 'C' of Village Palsar at
Kandivall (East), reserved for Retail Market & Parking Lot respectively as
shown on the accompanying plan has been considered favourably subject to
the following conditions:

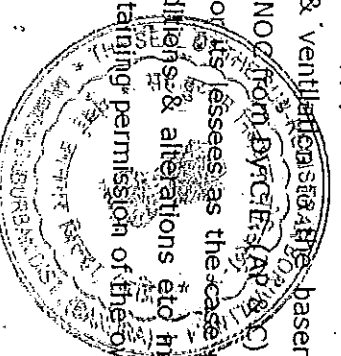
1. That the owner shall obtain exemption order for plots A, B & C under
U.L. (C & R) Act, 1976 from the additional Collector & C.A. (ULC & R)
and shall comply with the conditions imposed by the competent
authority.
2. That the development of the property in question shall conform to the
provisions of D.C. Regulations 1991.
3. That the development of the plot reserved for Retail Market and Parking
Lot shall be carried out as per D.C. Regulations 1991 applicable to
Retail market & Parking Lot Reservation.
4. That the owner/ developer shall pay a scrutiny fee of Rs. 500/-
sq.mt. for reservation of R.M. & Parking Lot.
5. That the work of Retail Market & P.L. construction shall be completed
within a period of two years from the date of issue of development
permission. However, Ch.Eng. (D.P.) for valid reasons may give
extensions from time to time



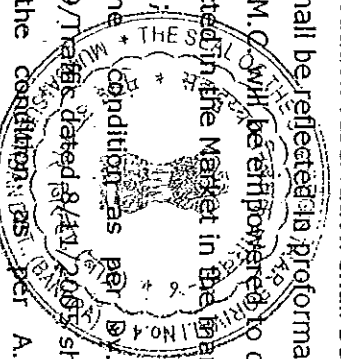
2930
2006

- developer and the said agreement should be executed before requesting for occupation permission.
20. That the owner/ developer shall provide separate independent water, drainage & Sewerage lines & electricity connections with fitting etc. for Retail market and Parking Lot to be handed over to MCGM. He shall also provide separate underground and overhead water storage tanks with pumping arrangement for the exclusive use of the Retail Market & Parking Lot as may be approved by concerned department.
21. That any defect that may occur in the built up accommodation within one year from the date of handing over of the possession will be rectified by the owner/ developer at his risk & cost & for faithful compliance of this requirement 10% amount of the bank guarantee shall be retained by the Corporation.
22. That the owner shall hand over built up area under reservation to the extent of the aggregate area of 30% FSI on plot A + 40% FSI of plot B + 30% FSI of plot C & C-1 for Retail market reservation on Ground floor & 1st floor free of cost in Independent Bldg along with all sides open spaces at ground level and shall also hand over area of Parking Lot equivalent to aggregate of 100% FSI of plot A + Plot B + Plot C & C1 for Parking Lot reservation with Independent entrance & exit on plot VC
23. That the open spaces shall be properly lighted, paved with concrete paving & drained as may be approved, which are to be handed for exclusive use of MCGM
24. That the open spaces shall be planted with trees at the rate of 1 tree per 80 sq.mt & recreation open spaces shall be planted with trees at the rate of 5 trees per 100 sq.mt as per provision of D. C. Regulation No2 3 (f) & 23 (f) (a) respectively.
25. That the NOC from the Asstt. Assessor & Collector R/S Ward shall be submitted stating clearly that no dues in respect of above land are pending till conveyance deed is made by the owner/ developer.
26. That the Architect/ Owner shall provide separate electrical connections with electric wiring and fan points, light points etc as per electrical layout prescribed by Ch.Eng. (M&E) P & D and in conformity with the concerned electric supply Co.
27. Sufficient light & ventilation shall be provided in basement Parking Lot shall be provided as per NOC from DYCFE (AP & C) Department.
28. That the MCGM or its lessees as the case may be reserve the right of making any additions & alterations etc in the premises vesting with them without obtaining permission of the owner/ developer.

प्लॉट - १०
२९३६ / २३
२००६



29. That any additions & alternations which may be suggested by this office during the execution of works will be implemented by the owner without claiming any compensation for the same.
30. That the M.C will be entitled to hand over the built up accommodation of both the amenities to any organisation and /or persons and Municipal nominees for project affected persons as per terms and conditions as may be decided by the M.C for operation and maintenance etc.
31. That the GTS No 809A/1/19A/1/1/1-A/3-A/3 & CTS No 809A/1/19A/1/1/1-A/3-A/4 shall be amalgamated and layout plan of Retail Market & P.L shall be got approved from Dy.Ch.E. (B.P.) W.S./ E.E. (B.P) W.S. 'R'.
32. That the premises in lieu of accommodation reservation will be protected by the developer after granting occupation permission till the same is handover by A.C. (Market) ^{of Rm. & E.E. (T.C) of P.L.} to the organization to which it is allotted.
33. As per requirement specified by the E.E. (T & C)/ Building Proposal section, required Watchman/ Caretaker cabin shall be constructed for the parking lot amenity.
34. N.O.C from C.F.O. shall be insisted before C.C.
35. That the quality of construction shall be specifically certified for Water Proofing.
36. That adequate dewatering system shall be provided at the basement.
37. That the requisite stamp duty if applicable shall be paid on the development Agreement/Sale Agreement/Power of Attorney before approval of plans .
38. While utilisation of TDR on the plot in future the built up area of accommodation reservation shall be taken into account and the same shall be reflected in proforma A.
39. That the M.C will be entitled to dispose off the stalls constructed in the Market in the manner as may be decided by the M.C.
40. That all the conditions as per Dy. Ch.E (Traffic) letter under no. DYChE9129/7 dated 8/11/2005 shall be complied with.
41. That all the conditions as per A.C (Markets) letter under no. A.C/MC/14789 dt. 14/11/2005 shall be complied with.

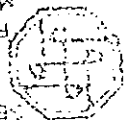


वर्कर-१०
२९३८१०
२००६

2008
2008

82
2.8

ONE HUNDRED ONLY



GENERAL STAMP
OFFICE
FORT MUMBAI
MUMBAI-400 001
MAR-0501-PUNE

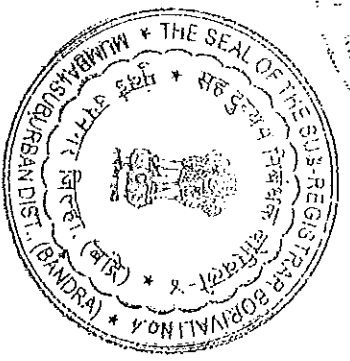
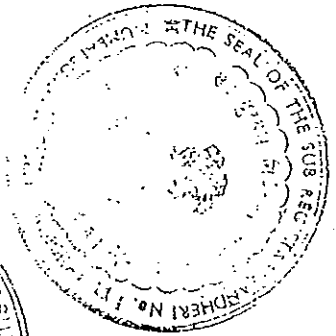
POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME : I,
SANDAY CHHABRIA of Mumbai, Indian Inhabitant, having my
Office at Vasu Kamal, 425/A, 14th Road, Bandra (West),
MUMBAI -400 050, SEND GREETINGS :

WHEREAS...

(a) I am a Director/Partner of Private Limited
Companies, all mainly carrying on the business of
development of immovable property.

ST. SUPP. *[Signature]*
19/8/08



2008
2008

[Signature]
[Signature]
[Signature]

4003
Roor

(b) In the course of my business, I as such Director/Partner and also in my personal capacity, execute several deeds and documents including Agreements and Flat Holder's Agreements which are required to be compulsorily registered under the provisions of the applicable laws.

(c) I may not be available in Mumbai to attend the Office of the Sub-Registrar to admit execution of such deeds and/or documents and to enable - such documents to be duly registered. I am desirous of appointing MR. TUSHAR H. GANDHI & MR. HARISH I. GANDHI, residing at A/302, "RADHA APARTMENTS", Mahavir Nagar, Borsapada Road, Kandivali (West), MUMBAI - 400 067, to be my true and lawful attorneys to represent me for the purpose hereunder set out.

NOW KNOW YE AND THESE PRESENTS WITNESS that ~~SANJAY CHHABRIA~~ do hereby nominate, constitute and appoint MR. TUSHAR H. GANDHI & MR. HARISH I. GANDHI to be my true and lawful attorneys for me, in my name and on my behalf to do the undermentioned acts, matters and things.



1. To present for registration and necessary, to admit execution before the Sub-Registrar of Assurances at Mumbai and/or at Bandra and/or at any other places as may be required the deeds and documents which I have or which I may hereafter execute.

2. To identify my signature.

[Handwritten signature]

447-20
2932/19
2006

१६७३	७
२००३	

3. To do all other acts, matters and things as may from time to time be required under the provisions of the Indian Registration Act, 1908 for the due registration of such deeds and documents.

AND GENERALLY TO DO ALL other acts, matters and things as may from time to time be required, in compliance with the law for the due registration of such deeds and documents as has already been executed, or which may hereafter be executed by me and/or on my behalf IN WITNESS WHEREOF I have hereunto set my hand at Mumbai on this 19th day of August,



SIGNED, SEALED & DELIVERED
 by the withinnamed
 MR. SANTAY CHHARRIA
 in the presence of

Gandhi

1. (MR. TUSHAR H. GANDHI)



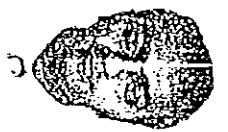
Gandhi H. S.

2. (MR. HARISH I. GANDHI)

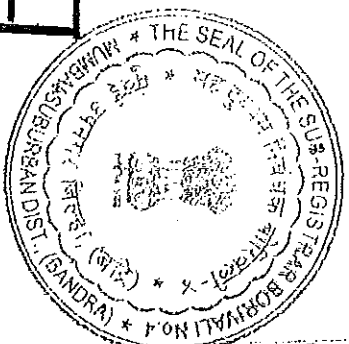


Specimen signatures of
 Constituted Attorneys

(MR. SAJAY CHHARRIA)



१६७-२०
२७३६-५२
२००३





दस्ता नोंषवारी भाग-1

वदर 1

दस्ता क्र 5773/2003

28/06/2003 द्युपम निबंधक:
5:23:14 pm अंशरी 1 (बांद्रा)

दस्ता क्रमांक : 5773/2003

दस्ताचा प्रकार : मुख्यापारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

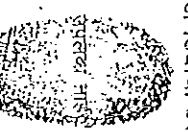
पक्षकाराचा प्रकार

अंगठ्याचा ठरवा

1 नाग संलग्न - छात्राचा
पत्ता: वर/प्लॉट नं. 425 ए

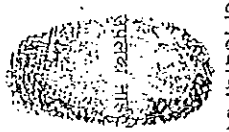
लिहून देणार

वय 33



इंग्रजी/मराठी:
वास्तु/गण्य:बांधा (प)

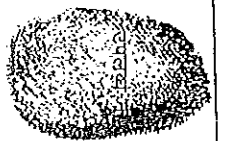
राही



संलग्नक:
पिन: 50

लिहून देणार

वय 23



2 नाग दुपार - गांधी
पत्ता: वर/प्लॉट नं. 302 ए

गल्ली/रस्ता:
इंग्रजी/मराठी: नाग सभा अपार्ट..

वय 23

राही



वेळ/वसाहत:
वास्तु/गण्य:कांक्षायची (प)

संलग्नक:
पिन: 67

लिहून देणार

वय 52



3 नाग इरीय - गांधी
पत्ता: वर/प्लॉट नं: वरीन्द्रमण

गल्ली/रस्ता:
इंग्रजीचे नाग

वय 52

राही

पट/वसाहत:
वास्तु/गण्य:
संलग्नक:
पिन:



वदर: 1
41063
2003

दस्ताचा काल देणार तयारकीत [मुख्यापारनामा] दस्तावरवा काल लिखाणे वदून भरता.

वदर-१०
२९३०२५३
१००१



दरल गोषवारा भाग - 2

दरल क्रमांक (5773/2003)

दरल क्र. [दरल-5773-2003] था गोषवारा
गोषवार मुदत : 1 मासदला 0 भरलल मुदतक शुल्क : 100
दरल नजर केल्याथा दिनांक : 28/08/2003 05:22 PM
निधायकाला दिनांक : 19/08/2003
दरल नकार करपा-बाधी राही :

[Handwritten signature]

दरलागो प्रकार : (48) मुख्याचारणाग
प्रकारा क्र. 1 ची वेळ : (सादरीकरणा) 28/08/2003 05:22 PM
प्रकारा क्र. 2 ची वेळ : (सी) 28/08/2003 05:24 PM
प्रकारा क्र. 3 ची वेळ : (कयुली) 28/08/2003 05:25 PM
बाधका :
आधीच उदण गरी निवेदीत गारवात की, ही दरलापुला करपा देणा गेला आधीच गोषवारात.
दरलागो गोषवारा मुदतदला.

गारवी क्र.: 5786 निमा क्र.: 5773/2003
गारवीचे गारव
गारव: गारव - आधीच
100 गारवीची थी
100 गारवारा (ग. गारव. गारवारा-गारवारा
गार. गारव.)
गारवारा (ग. गारव. गारवारा-गारवारा
गारवारा थी
300 गारवारा थी
500: दण

दरल-1/
466314
२००३

गारवीचे वेळ:
गारवाराचे गारव गारवाराग
उदण गरी -
दरल/गारवारा:
गारव/गारवारा (ग)
गारवारा:
निमा: 50
2) दरलागो - शिंदे . वर/गारवारा नं: दरीलगाराग
गारवी/ररवा:
दरलागोचे गारव -
गारवारा नं -
दरल/गारवारा:
गारव/गारवारा:
गारव/गारवारा:
निमा:
गरी निधायकाला राही
गारवी 1 (गारवारा)

[Handwritten signature]



दरल-१/५७६३/२००३.
दरल नकारात नं. १ गारवारा
दरल नं. २५/८/०३
दरल नकारात नं. १ गारवारा
दरल नं. २५/८/०३
दरल नकारात नं. १ गारवारा
दरल नं. २५/८/०३

दरल-१०
२९३०५४
२००३



01/06/2006

दृष्यम निबंधक:

5:51:30 pm

सह दु.नि.का-बोरीवली 4

दस्ता गोषवारा भाग-1

पदर10

दस्ता क्र 4139/2006

दस्ता क्रमांक : 4139/2006

दस्ताचा प्रकार : कारनामा किंवा त्याचे अभिलेख किंवा कार सक्षेपलेख

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टप्पा

1 नाव: बाबुदेव सी बाबबा कन्सर्वेशन चे भागीदार संजय
छात्रिया तर्फे मुखत्यार तुषार गांधी - -

निहून घेणार

पत्ता: धर/पल्लेट नं: 425 अ

वय

27

गल्ली/रस्ता:

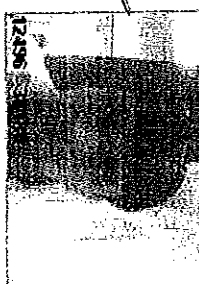
ईमारतीचे नाव: धासुकमल

सही

ईमारत नं: -

पट/वसाहत: -

शहर/गाव

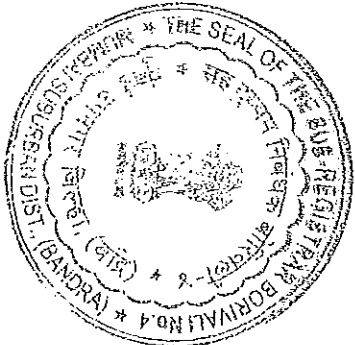


खातील 1 पक्षकारांची कवुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

2 नं./ ठाकुर ब्रदर्स अग्रीकल्चरल फर्म चे भागीदार विरेंद्र कुमार सिंह - -

वदर-१०
२००६



दस्तारपत्र करून देणार तथाकथित [कारनामा किंवा त्याचे अभिलेख किंवा कार सक्षेपलेख] दस्तारपत्र करून दिल्याचे कवुल करतात.



दस्ता गोषवारा भाग - 2

वदर10

दस्ता क्रमांक (4139/2006)

दस्ता क्र. [वदर:10-4139-2006] वा गोषवारा
भाजार मुख्य :182875840 मोबदला 5100000 भरलेले मुद्रांक शुल्क : 1828780

दस्ता हजार केल्याचा दिनांक :01/06/2006 05:42 PM
निषादनाचा दिनांक : 28/05/2006
दस्ता हजार करणा-याची सही :

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिवका क्र. 1 ची वेळ : (सादरीकरण) 01/06/2006 05:42 PM
शिवका क्र. 2 ची वेळ : (फी) 01/06/2006 05:50 PM

भावती क्र.:4154 दिनांक:01/06/2006
भावतीचे वर्णन
नाव: वासुदेव सी बायबा कन्व्हक्शन वे भागीदार
संजय छात्रिया लॅक मुखत्यार तुषार गांधी - -
30000 :नोंदणी फी
1180 :नक्कल (अ. 11(1)), पुढाकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी
31180: एकूण

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तारपत्र करून देणा/याचा व्यक्तीशः ओळखतात,
व त्याची ओळख पटवितात.

1) चंद्रकांत शिंदे - , घर/प्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: राधा

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: कादीवली

तालुका: -

जिल्हा: -

2) सोमनाथ परव - , घर/प्लॉट नं: वरीलप्रमाण

गल्ली/रस्ता: -

ईमारतीचे नाव: -

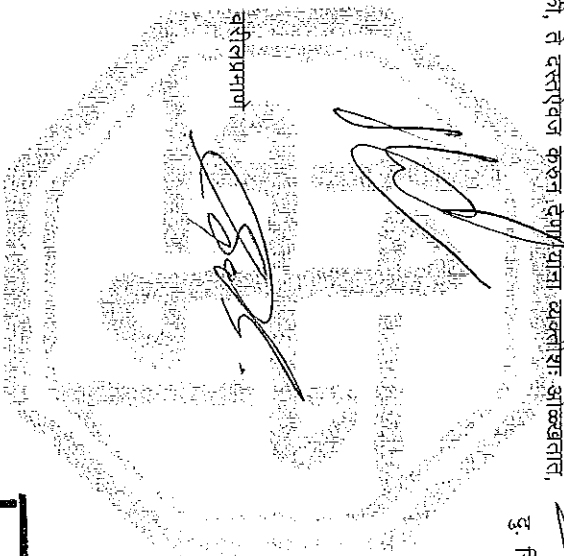
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

जिल्हा: -



दु. निबंधकाची सही, सह दु.नि.का-बांरीवली 4

दु. निबंधकाची सही
सह दु.नि.का-बांरीवली 4

वदर-१०
४१३९/१५५
२००६





दस्ता गोषवारा भाग - 2

वदर10
दस्ता क्रमांक (4139/2006)
2/0

दस्ता क्र. [वदर10-4139-2006] या गोषवारा
बाजार मुल्य :182875840 मोबदला 5100000 भरलेले मुद्रांक शुल्क : 1828780

दस्ता इजर केल्याचा दिनांक :01/06/2006 05:42 PM
निष्पादनाचा दिनांक : 28/05/2006
दस्ता इजर करणा-याची सही :

पावती क्र.:4154 दिनांक:01/06/2006
पावतीचे वर्णन
नांव: वासुदेव सी वाघवा कन्स्ट्रक्शन चे भागीदार
संजय छात्रिया तर्फे मुखत्यार तुषार गांधी - -

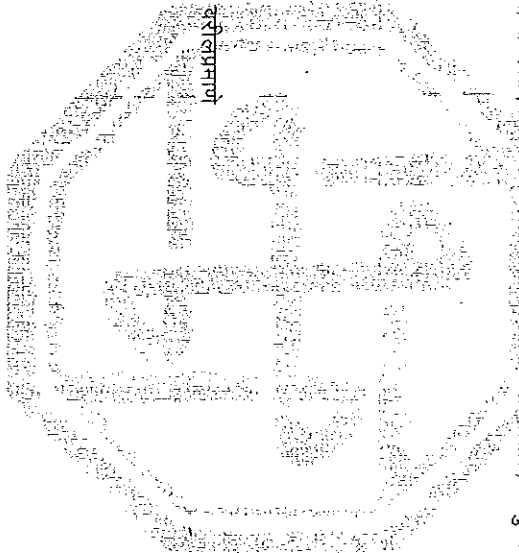
30000 :नोंदणी फी
1180 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31180: एकूण

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अमिनेख किंवा करार सक्षेपलेख
शिवका क्र. 1 ची वेळ : (सादरीकरण) 01/06/2006 05:42 PM
शिवका क्र. 2 ची वेळ : (फी) 01/06/2006 05:50 PM
दस्ता नोंद केल्याचा दिनांक : 02/02/2007 09:58 AM

दु. निबंधकाची सही, सह दु.नि.का-बोरीवली 4

ओळख :
खालील इसम असे निबंधीत करतात की, ते दस्तारेवज करून देणा-यांना व्यक्तीशा ओळखतात,
व त्यांची ओळख पटवितान्त.
1) चंद्रकांत सिंदे - , घर/प्लॉट नं: -
गल्ली/रस्ता:-
ईमारतीचे नाव: राधा
ईमारत नं: -
पेट/वसाहत:-
शहर/गाव: कादीवली
तालुका:-
पिन:-
2) सोमनाथ परब - , घर/प्लॉट नं: वरीलप्रमाणे
गल्ली/रस्ता:-
ईमारतीचे नाव:-
ईमारत नं:-
पेट/वसाहत:-
शहर/गाव:-
तालुका:-
पिन:-



अशेषा: निष्पादक श्री मे/- ठाकुर ब्रदर्स अंग्रीकल्चरल फर्म चे भागीदार विरेंद्र कुमार
सिंह - - हे नोंदणी अधिनियमातील कलम(34) अन्वये अनुज्ञेय असलेल्या कालावधीत
उपस्थित न झाल्याने नोंदणीस नाकारला
बोशेरा 2: निष्पादक श्री वासुदेव सी वाघवा कन्स्ट्रक्शन चे भागीदार संजय छात्रिया तर्फे
मुखत्यार तुषार गांधी - - यांच्या बाबतीत दि 2/2/2007 रोजी अनुक्रमांक 4139 वर
नोंदला.निष्पादक श्री मे/- ठाकुर ब्रदर्स अंग्रीकल्चरल फर्म चे भागीदार विरेंद्र कुमार सिंह
- - यांच्या बाबतीत नोंदणीस नाकारला

दु. निबंधकाची सही
सह दु.नि.का-बोरीवली 4



प्रमाणित करणेत ये रे की, या
दस्तामध्ये वस्तुअ. 11(1) पाले आहेत.
सह. दुय्यम निबंधक बोरीवली-का. 4,
मुंबई उपनगर विस्तार.