

PREMISES OWNERSHIP AGREEMENT

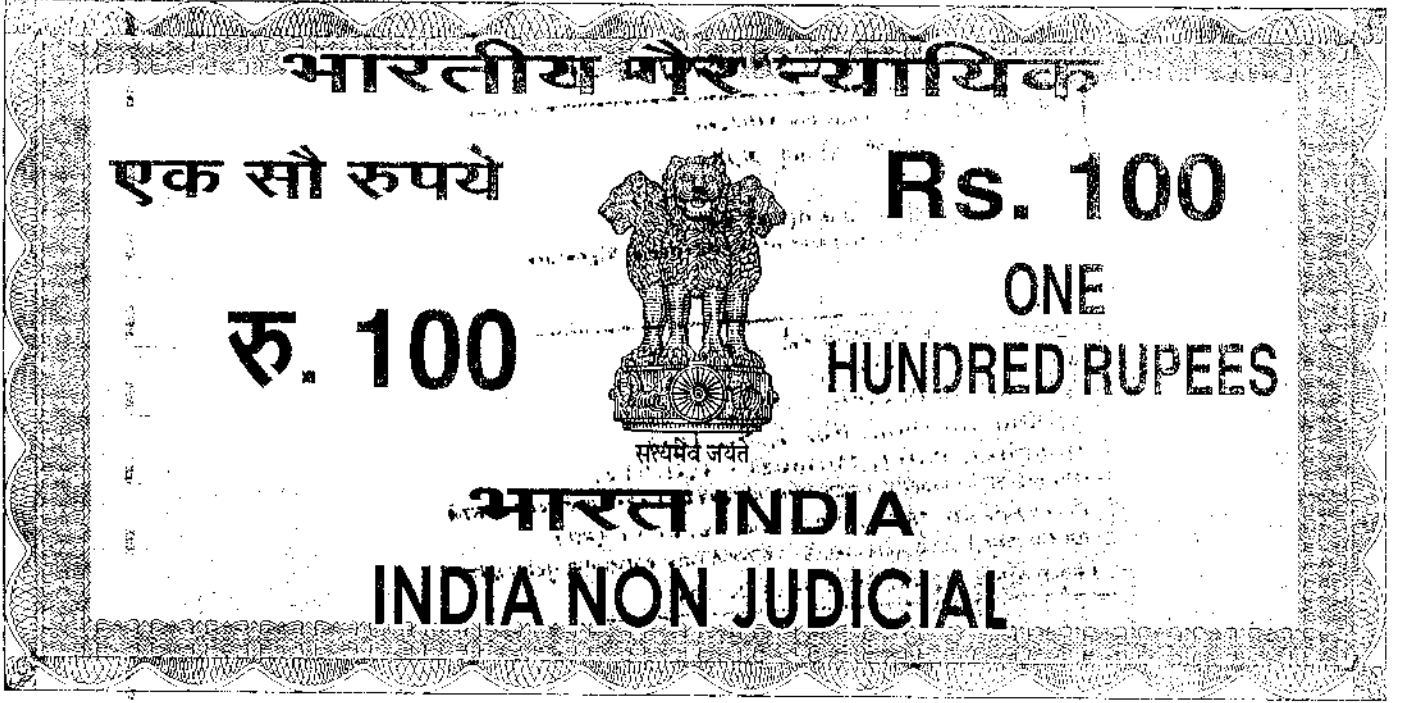
MARATHON
NEXTGEN ICON
LOWER PAREL

UNIT NO. 1206



MARATHON
Redefining Real Estate
Redefining Infrastructure

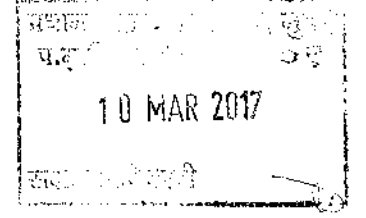




महाराष्ट्र MAHARASHTRA

2017

RT 221982



श्री. प्र. ना. चिंचघरे

Premises Ownership Agreement

This Agreement is made and entered into at Mumbai this _____ day of _____ 2017.

Between

Marathon IT Infrastructure Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund(w), Mumbai-400 080 hereinafter referred to as "the Developer" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors and assigns) of the One Part.

And

Smartcirqls Infotech Private Limited

3, Ram Mahal, J.N.Tata Road, Churchgate, Mumbai-400020

hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors and assigns) of the Other Part.

जाडपत्र-१/ANNEXURE - I

फक्त प्रतिज्ञापनासाठी / Only For Affidavit
 मुद्रांक विविध बाबतची नोंद नही अनु. क्र./दि.
 (Serial No./Date)

स्थान/व्यक्ति/वैधानिक नांव व रहिवासी पत्ता
 (Station/Person/Name/Place of Residence & Signature)

परवानाधारक मुद्रांक विक्रेत्याची सही
 JYOTI P. DOGA
 LSV No. 8000009
 6, Kondaji Bldg. No. 3, Nr. Tata
 Hospital, Parel, Mumbai - 400 012.

(जनसैन्य कार्यालयसमोर/ न्यायालयासमोर प्रतिज्ञापन सांगत कसब्यासाठी मुद्रांक कसब्याची आवश्यकता नाही. शासन आदेश दि. ०१/०७/२००४ नुसार)
 ज्या कसब्यासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कसब्यासाठी मुद्रांक खरेदी वेळापत्रासुद्धा न मरि-यात बाबतचे बंधनकारक आहे.

जाडपत्र-२/ ANNEXURE-II

560

मुद्रांक ठिकी नोंद करी मू. क्रमांक/दिनांक
 (Serial No./Date) 18 MAR 2017

दस्तावेजा प्रकार /अन्यथा प्रकार
 (Nature of Document) AGREEMENT

दस्त नोंदणी कराव्याची काय? (Whether it is to be Registered) Yes/No

संपत्तीचे संक्षेपित वर्णन
 (Property Description in brief) MARATHON IT INFRASTRUCTURE PVT. LTD.
 709, MARATHON MAX,
 MUMUND - GOREGAON LINK ROAD,
 MUMUND (W), MUMBAI - 400 080.

मुद्रांक विक्रेत्याचे नाव व सही
 (Stamp Purchaser's Name & Sign)
 इतर व्यक्तीद्वारे करून घेतले आहे का? (If through other person then Name, Add & Signatures)
 Smartcentral's Infotech Pvt. Ltd.

इतर व्यक्तीचे नाव
 (Name of the other party)

परवानाधारक मुद्रांक विक्रेत्याची सही
 JYOTI P. DOGA
 LSV No. 8000009
 6, Kondaji Bldg. No. 3, Nr. Tata
 Hospital, Parel, Mumbai - 400012.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी वेळापत्रासुद्धा न मरि-यात बाबतचे बंधनकारक आहे

(Handwritten signature)

WHEREAS:

- A. The Marathon NextGen Realty Ltd. (formerly known as "Piramal Spinning & Weaving Mills Ltd.") "**the Owner**" - is absolutely seized and possessed of all that piece and parcel of land bearing Cadastral Survey No. 2/142 (Lower Parel Division) admeasuring 34,749.78 square meters as per Property Register Card and on actual measurement 35,499.83 square meters, as demarcated in Black colour boundary lines on Plan hereto annexed and marked as **Annexure "A"** hereto and is more particularly described in the **First Schedule** hereunder written and shall hereafter be referred to as "**Larger Property**" subject to third party rights listed as **Annexure "B"** hereto. The Mumbai Municipal Corporation has in respect of the Larger Property sanctioned Lay-out vide Order No. EN/9266/GL/AL on 27th August 2003, which has been amended from time to time. As a result of the Lay-out, some of the portions of the Larger Property, as are identifiable on the Plan (Annexure "A") hereto are as follows:
- (i) A portion of located on north eastern of the Larger property, designated as "Plot A", admeasuring in 3261.50 square meters which comprises of :
- A portion of the Larger Property marked A-1 on Plan Annexure "A" is owned by the Owner as indicated in Grey colour hatched lines on Plan and is shown as Future Development which covers a ground area of 933.27 square meters;
 - A portion of the Larger Property marked A-2 on Plan Annexure "A" is owned by the Owner as indicated in Yellow Wash on Plan which covers a ground area of 2328.23 square meters;
- (ii) A portion the Larger property, located on the western boundary of Plot A and south part of Larger Property comprises of :
- Plot B-1, admeasuring 1424.54 square meters as indicated in Orange colour hatched lines on Plan annexed hereto as **Annexure "A"** which is handed over to Maharashtra Housing & Area Development Authority (MHADA);
 - Plot B2, admeasuring 1741.10 square meters as indicated in green wash on the Plan Annexure "A" hereto, which is designated as BMC Recreation Ground.
- (iii) A portion of the Larger Property marked as 'C' and as indicated in Pink colour hatched lines on Plan hereto annexed as Annexure "A" and shown as Proposed Building which covers a ground area of 3826.46 square meters;
- (iv) The Owner itself is developing the residual land, the particulars of which are as follows:
- A portion of the Larger Property, located on the western boundary of Plot B-2 designated as **Plot D-1** admeasuring 3029.09 square meters as indicated in Green colour hatched lines on Plan annexed hereto as Annexure "A" is Recreation Ground including pond retained by owner;
 - A portion of the Larger Property marked **Plot D-2** and indicated in Green colour hatched lines on Plan annexed hereto as **Annexure "A"** hereto on which there is constructed Car park, Club House & Commercial alongwith Podium and Garden on the top floor and which covers a ground area of 3169.95 square meters;
 - Internal Road being portion of the Larger Property admeasuring 4781.36 square meters (**Plot D3A**), a part of which between point 1-2-3-4-5-6 is to be used by ICON occupants/residents jointly with other layout occupants for ingress & egress and other part is exclusively used by Innova occupants surrounding the office building is indicated in Brown wash on Plan Annexure "A" hereto. For which the Owner has granted exclusive Right of Way to B.M.C. vide Agreement dated 9th January 2008 for access to the Plot B-2, indicated in the Plan Annexure "A" hereto;
 - Internal road leading to right of way through Plot C to Dainik Shivner Marg admeasuring 798.46 square meters (**Plot D3B**) is indicated in Brown colour hatched lines on Plan (Annexure "A") hereto. For which the Owner has granted the Right of Way to the MHADA, more particularly shown as point 1-2-3-4-5-6 on Plot D3B on the plan attached hereto, for egress and ingress;
 - Open Space around building - D2 referred to above admeasuring 1153.62 square meters (**Plot D4**) indicated in white colour on the Plan Annexure "A" hereto;
 - Innova, the office building of ground and 10 upper floors on a portion of Larger Property admeasuring 4775.88 square meters (**Plot D5**) as indicated in blue hatched lines on the Plan Annexure "A" hereto;



- Residential Tower comprising of four wings: Era I, II, III and IV on a portion of the Larger Property admeasuring 6787.82 square meters (Plot D6) as indicated in black hatched lines on the Plan Annexure "A" hereto;
- B. The Owner has constructed a Building known as "Marathon Innova" on a portion of the Larger Property shown as Plot D5 on the plan Annexure "A" admeasuring 19,201.86 square meters, Built Up F.S.I. for IT/ITES User. As per the sanction from the Municipal Corporation of Greater Mumbai, it would be permissible for the Owner to construct additional 5165.40 square meters (built up Area), on "Marathon Innova", as an entitlement in respect of the building known as "Marathon Innova" which entitlement is for IT/ITES User.
- C. By and under a Letter of Intent dated 30th August, 2008, the Directorate of Industries, Government of Maharashtra has granted approval for the Owner to establish a private IT Park in respect of "Marathon Innova" for a Built Up Area of 19,201.86 square meters as per the IT & ITES Policy of the Government of Maharashtra read with Regulation 33(16) of the Development Control Regulations of Greater Mumbai, the Owner is entitled to double the FSI as consumed by IT & ITES Premises/Unit in a Private IT Park on the Terms and Conditions contained therein, which would be the entitlement of Building known as "Marathon Innova".
- D. The Owner became entitled to additional FSI/Built Up Area of 19,201.86 square meters ("Additional IT FSI") in view of the aforesaid IT & ITES Policy read with DCR 33(16), which is permissible to be constructed on the Larger Property.
- E. The Directorate of Industries, Government of Maharashtra has by its letter dated 9th July, 2008 permitted the Owner to develop an IT Park by entering into a Joint Venture/Joint Development Agreement with a group Company/Associate. Marathon IT Infrastructure Pvt. Ltd. is a Group Company of the Owner. Therefore, in terms of the Development Agreement dated 02nd June, 2008 the Owner has granted Development Rights to Marathon IT Infrastructure Pvt. Ltd. being its Group Company -"the Developer"- to develop the Additional FSI, to the extent of 12,000 square meters as envisaged herein for which the Developer has agreed to bear a premium on such IT FSI.
- F. By diverse mesne assignment including under the Deed dated March 27, 2008, registered with the Sub Registrar of Assurances at Mumbai under Serial No. 2762/2008, the Developer has become vested with the leasehold rights (as contained in the Deed dated 6th May, 1991, registered with the Sub Registrar of Assurances at Mumbai under Serial No. PBBE 1403/91) in respect of,
- (i) A portion of the Larger Property admeasuring 1284.06 square meters;
 - (ii) A portion of the Larger Property admeasuring 190 square meters;
 - (iii) A portion of the Larger Property admeasuring 221 square meters;
- aggregating to 1695.06 Square Meters (out of the Plot A2) the same is indicated in the Yellow colour hatched lines on Plan (Annexure "A") and is more particularly described in the **Second Schedule** hereunder written. (Hereinafter "the Leasehold Plot").
- G. A portion of the Larger Property marked A-2 on Plan (Annexure "A") is owned by the Owner as indicated in Yellow colour hatched lines on Plan which covers a ground area of 2328.23 square meters comprises of the Lease hold Plot admeasuring 1695.06 square meters and Free hold plot admeasuring 633.17 square meters owned by the owner.
- H. By virtue of the Development Agreement cum Deed of Surrender dated 02nd June, 2008, the Marathon NextGen Realty Ltd. ("the Owner") has granted the Developer vide Development Agreement to utilise 12,000 square meters (Built Up Area) out of the Additional IT FSI for construction of a Private IT Park as per the Maharashtra IT Policy of 2003 known as "Marathon Icon", on a demarcated Plot of land admeasuring 2328.23 square meters and indicated in Yellow wash on the Plan and shown as "Plot A2" on Plan Annexure "A" hereto annexed hereinafter referred as the "said Icon Plot" and more particularly described in the **Third Schedule** hereunder written.
- I. The Developer has represented that the plans, specifications, elevations, sections and other details of "Marathon Icon" are duly approved and sanctioned by the MCGM. The Developer has obtained I.O.D and C.C from MCGM bearing no. EB/4143/GS/A dated 05/03/2009 and 6/11/2009 respectively. A copy of the I.O.D and C.C respectively dated 05/03/2009 and 6/11/2009 is annexed hereto and marked **Annexure "C" & "D"**.
- J. The Developer has also informed the Purchaser and the Purchaser is aware that:
- (i) Presently plans have been sanctioned for 2 levels of basements i.e. upper basement and lower basement, ground floor and 13 upper floors.

- (ii) The Developer is proposing to construct the commercial, residential / service apartments after the 18th floors of "Marathon Icon".
 - (iii) The Developer is proposing to construct 27 or more upper floors above the 13th floor of "Marathon Icon".
 - (iv) the Developer proposes as under
 - The 2 levels of basements i.e. upper basement and lower basement and entire second floor of "Marathon Icon" shall be used for open/ stilt/ stackable car parking (the "Car Parking Area").
 - Certain portions from and out of the Car Parking Area shall be used for Public Parking / Visitors Car Parking
 - Certain portions of "Marathon Icon" shall be used for commercial purposes in accordance with IT/ITES policy of 2003 as amended from time to time as contemplated herein.
- K. "Marathon Icon" is proposed to be developed in phases as under:
- (i) Upper and lower basement of "Marathon Icon", ground floor plus 13 upper floors ("Phase -I")
 - (ii) Fourteenth floor to eighteenth floor ("Phase -II") for IT/ITES Park only.
 - (iii) Nineteenth floor to Forty second floor ("Phase-III") for commercial, residential and service apartment.
- L. The Purchaser declares that he has inspected the plans and specifications of "Marathon Icon" and a copy of the floor plans of "Marathon Icon" and a Certificate of Architect hereto annexed and marked as **Annexure "E" and "F"**, respectively.
- M. The copies of the Property register cards of cadastral Survey No. 2/142 (Parel Division), Letter of intent dated 30th August, 2008 issued by the Directorate of Industries, and Government of Maharashtra pertaining to Innova have been annexed hereto and marked as **Annexure "G" & "H"** respectively.
- N. The copy of the Title Certificate issued by Mahimtura & Co. Advocates and Solicitors, dated 16th April 2013 in respect of the said Icon Plot have been annexed hereto and marked as **Annexure "I"**
- O. 1) By and under the Deed of Mortgage dated 09th September, 2011 registered with the Sub-Registrar of Assurances at Mumbai bearing Registration Serial No.6775 of 2011 (the said Mortgage Deed). The Developer have created exclusive charge of ICON plot as more particularly set out in the said Mortgage Deed with Kotak Mahindra Bank Ltd. having its Registered Office at 36-38A, Nariman Bhavan, 227 Nariman Point, Mumbai 400 021 and its branch office address at Vinay Bhavya Complex, 1st floor, 159-A, CST Road, Kalina, Santacruz (East) Mumbai - 400 098 (the said Lender) and create a security thereon to secure the repayment the monies due and payable by the Developer to the said lender together with the interest and any cost incurred in connection thereon on the terms and conditions as more particularly set out therein.
- 2) The said Mortgage towards ICON Plot has been released through Deed of Reconveyance vide registration No. BBE2-9065-2014 dated 15th November 2014.
- 3) The Developer has created a exclusive charge in respect of Units in Marathon ICON Building with Kotak Mahindra Investments Ltd. and has availed loan against mortgage of the Units. The Mortgage deed/required documents will be executed as required in this behalf.
- P. The Purchaser is aware that "Marathon Icon" is constructed as per the permission granted by Directorate of Industries and is in accordance with the IT/ ITES Policy 2003 and as amended. An Agreement has been arrived at, as recorded hereafter, for Sale of Premises/Unit on the terms and for the consideration mentioned hereunder, including a term that the purchaser has represented to the Developer that the Purchaser qualifies for the use of Premises/Unit hereby agreed to be sold in accordance with the IT/ITES Policy 2003 as amended.
- Q. The Purchaser applied to the Developer for allotment to the Purchaser of I.T/ITES/Premises/Unit No. **1206** on the **12th** floor admeasuring about **903.36** square feet Carpet area in "Marathon Icon" hereinafter referred as the "**Premises**" more particularly described in the **Fourth Schedule** hereunder written.
- R. The Developer has agreed to sell and allot to the Purchaser the Premises on ownership basis and the Purchaser has on the representation made by the Developers and recorded in this

Agreement agreed to purchase the same for the total consideration of **Rs.3,03,12,500/- (Rupees Three Crore Three Lakhs Twelve Thousand Five Hundred Only)** and on the terms and conditions as hereinafter appearing.

5. Under Section 4 of the Act, the Developer is required to execute a written agreement for sale of the Premises in favour of the Purchaser, being in fact these presents also to get the same registered under the Registration Act, 1908.

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

1. PLANS

- 1.1. The Developer is constructing a IT/ITES/BFSI/ Commercial/ and Residential building as "Marathon ICON" presently contemplated to comprise of Lower basement, Upper basement, Ground floor, Stackable parking and 13 more upper floors in accordance with the plans, designs, specifications to be approved by the MCGM and sanctions and permissions granted by the MCGM and other concerned authorities or concerned persons, with such variations and modifications as the Developer may consider necessary or may be required by MCGM and other concerned authorities or persons. Presently, plans have been sanctioned for I.T / I.T.E.S/ BFSI building.
- 1.2. The Developer proposes to modify the sanctioned plans to inter alia provide for the following:
 - 1.2.1. Construction of 27 or more upper floors above the 13th floor of "Marathon Icon";
 - 1.2.2. the Basement-1, Basement-2, portion of Ground Floor and portions of the 2nd floor of "Marathon Icon" shall be used for Open/stilt/ Stackable car parking (the "Car Parking Area");
 - 1.2.3. The 18th floor to the 42 floor of "Marathon Icon" shall be used for commercial, residential / service apartment purposes as contemplated herein.
- 1.3. The rights retained by the Developer under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Property shall continue even after the execution of this Agreement or after the vesting of the said Icon Plot or any part thereof in favour of the Condominium/Company/Apex Body [hereinafter referred to as the "Organisation"], as the case may be and as may be formed at the sole discretion and decision of the Developer and the same shall be reserved therein in terms of covenant and undertaking of the Organisation, to Developer.
- 1.4. Thus after the execution of this Agreement and formation of Organisation at the sole discretion and decision of the Developer as hereinabove mentioned, the Developer shall have full right, if so permitted by the concerned authorities, to make additions to "Marathon Icon" upwards towards sky; parallel or perpendicularly or abutting "Marathon Icon" or constructing additional wing/s and such additions (additional construction) shall be the property of the Developer. Also the Developer if permitted by owner shall be entitled to carry out the future development on the Plot A-1 being indicated by Grey colour hatched lines on Plan Annexure "A" annexed hereto and the said may form the part of "Marathon Icon" at the discretion of the Developer. The Developer shall be entitled to dispose off such additional constructed area (including additional floors) additional wings in such manner as the Developer may deem fit. The Purchaser hereby gives his irrevocable consent to the Developer for carrying out the construction of additional floors/areas/ wings with separate or distinct lobby or carry out future development in "Marathon Icon" or the additional structure on the said Larger Property or any part thereof as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with "Marathon Icon" plans as may be approved by the concerned authorities from time to time.
- 1.5. The Purchaser doth hereby give his express consent to the proposed plans and to such modification as may be required to be made to the proposed plans and amended plans as the Developer may consider necessary for present or future development or as may be required by the concerned local authority/the Government to be made in them or any of them provided however that such modifications and/or amendments do not change the location, area or dimensions of the Premises agreed to be sold to the Purchaser and the same does not cause any prejudice to the Purchaser in respect of the Premises agreed to be sold.

2. AGREEMENT AND PAYMENT

- 2.1. The Purchaser agrees to purchase from the Developer and the Developer hereby agrees to sell, assign and transfer to the Purchaser IT/ITES/Premises/Unit No. 1206 on the 12th floor admeasuring about 903.36 square feet Carpet area in "MARATHON ICON" (hereinafter referred to as the "Premises") more particularly described in the **Fourth Schedule** hereunder written and shown in the floor plan hereto annexed and marked **Annexure "E"** for the price **Rs.3,03,12,500/- (Rupees Three Crore Three Lakhs Twelve Thousand Five Hundred Only)** (the "Consideration"). The Developer also agrees to allot to the Purchaser **one** car parking space in "Marathon Icon", more particularly described in the Fourth Schedule hereunder written and delineated and marked in the Plan annexed hereto as **Annexure "E"**. It is further clarified that the Car Parking Spaces so allotted to the Purchaser shall be restricted and attached to the Premises as approved and purchased by the Purchaser.
- 2.2. The Purchaser and the Developer hereby expressly agree and acknowledge that the carpet area of the said Premise may vary as a result of physical variations. In the event that there is an increase or decrease of upto 5% in the carpet area of the said Premises as agreed upon by and between the Purchaser and the Developer, neither Party shall be liable to make good the difference in the Consideration to the other Party. However if there is an increase of more than 5% in the agreed carpet area of the said Premises, the Purchaser shall be liable to pay the difference in the Consideration and if there is a decrease of more than 5% in the agreed carpet area of the said Premises, the Developer shall be liable to refund/ refund on a pro rata basis the difference in the Consideration paid by the Purchaser.
- 2.3. The Purchaser shall pay to the Developer the Consideration in the following manner:
- 2.3.1. Prior to registration of this document, the Purchaser has paid an amount of **Rs.1,00,00,000/- (Rupees One Crore Only)** vide cheque details as provided interalia in the Receipt annexed hereto. The Consideration amount mentioned herein was agreed between the Purchaser and the Developer on receipt of this payment. The agreed consideration is higher than the market value for stamp duty payable on the date of the payment decided between the Parties. The stamp duty paid on this instrument may be different than the consideration for reason of it being executed at a later date than the initial agreement/payment as above;

Sr. No.	Payment Schedule	Amount
2.3.1	Earnest Money	1,00,00,000/-
2.3.3	On or Before 30 th April 2017	2,03,12,500/-
	Total	3,03,12,500/-

U/s 194 - IA of the income tax act, 1961 the purchaser to deduct 1% TDS on the consideration of the said Premises and issue the Developer form 16B on such deductions.

- 2.4. The consideration (being paid in installments), shall be exclusive of all taxes, levies, cesses, imposts payable to any government authority. The purchaser shall be liable to pay all the applicable taxes, levies, cesses, imposts payable on the said consideration and/or under this agreement.

Govt. Taxes		%
2.4.1.	Value Added Taxes (as per actuals, which is subject to change)	1.00
2.4.2.	Service Tax for Premises is 4.20% (as per actual payable with every payment as per the schedule of payment)	4.20
2.4.3.	Swatch Bharat Cess (as per actual, which is subject to change)	0.15
2.4.4.	Krishi Kalyan Cess(as per actual, which is subject to change)	0.15

- 2.5. The purchaser shall be liable to pay any taxes, levies, cess, imposts that may be levied or made payable at any future date to any authority including but not limited to any government authority whether on the said consideration and/or under this agreement and developer shall under no circumstances be liable to pay any such taxes, levies,

cess, imposts.

- 2.6. The purchaser hereby agrees that in the case of there being any increase by more than 15% in the cost of construction of "Marathon Icon", amenities including the price of any material, labour, service incidental thereto the purchaser shall be liable to pay the developer any such increase as may be certified by the architect of developer. The Purchaser hereby further agrees that he/she/they shall be bound to pay such increments until the Possession of the said premises is given to the Purchaser.
- 2.7. The payments as shown in Clause 2.3 above shall be made by the Purchaser as set out herein above.
- 2.8. Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer interest at the rate of 18% per annum on all the amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer until the date such outstanding amount is received by the Developer.

On the Purchaser committing default in payment on due date (time being the essence of this contract) of any amount due and payable by the Purchaser to the Developer under this Agreement (including the Purchaser's proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser 30 (Thirty) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions pursuant to which it is intended to terminate the Agreement and a default shall have been made by the Purchaser in remedying such breach or breaches within 30 (Thirty) days after giving of such notice.

Provided further that upon termination of this Agreement as aforesaid, the amount of 5% of the consideration already paid by the Purchaser will stand ipso facto forfeited without any reference or recourse to the Purchaser and the Developer shall forthwith refund to the Purchaser the remaining amount of sale price of the Premises which may till then have been paid by the Purchaser to the Developer but the Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and tender of refund of the aforesaid amount (after taking into account the forfeited amount) by the Developer, (whether accepted and realized by the Purchaser or not) the Developer shall be at liberty to dispose of and sell the Premises to such person and at such price as the Developer may in its absolute discretion think fit and proper. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developer or against the Premises provided however that between the date of termination and the date of tender of the refundable amount the Purchaser shall have a charge on the said premises to secure the payment of the refundable amount.

3. Contribution/ Maintenance Chares/ Outgoings

- 3.1. The Developer shall be entitled to charge and recover from the Purchaser and the Purchaser shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:
 - 3.1.1. Maintenance, repairs to "Marathon icon", the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.
 - 3.1.2. Cost of keeping the said Icon Plot clean and lighted;
 - 3.1.3. Decorating and/or painting the exterior of "Marathon Icon", passages and staircases after date of possession.
 - 3.1.4. Property taxes, cesses, levies and premia in respect of the insurance of "Marathon Icon", land revenue, assessments, etc.;
 - 3.1.5. Salaries and wages of persons employed for watching and/or cleaning the said icon Plot, operating water- pumps, maintaining records, etc.,.

- 3.1.6. Water & Sewerage charges and taxes etc.
 - 3.1.7. Sinking & Other funds as may be determined by the Developer.
 - 3.1.8. Rent & cost of water meter or electric meters.
 - 3.1.9. Betterment Charges
 - 3.1.10. Cost of water supplied by water tankers.
 - 3.1.11. Maintenance of common garden.
 - 3.1.12. All other proportionate outgoings due in respect of the said Icon Plot including those incurred for the exclusive benefit of purchaser of his Premises.
- 3.2. In addition to the above, the purchaser agrees to pay @ of 0.50 paisa per square feet carpet the proportionate share of expenses towards the maintenance of the common facilities i.e. infra charges viz. Street Lighting across compound, Road Maintenance, Common Security charges, Building Security charges etc. upon which "Marathon Icon" in which the said Premises is located is standing commencing immediately within Ten (10) days after the said Premises is offered for possession.
 - 3.3. The purchaser hereby agrees that he/she/they shall be aware and that he/she/they shall be bound to pay the maintenance charges for the said Premises regularly as stated above alongwith actual increase in the maintenance cost, Management cost, and any other increments in cost that may be incurred by the said owner, Property management co. / Condominium / or any other organization to an extent of 15% -20% annually or if it is increase for the reason beyond the control during the same financial year.

4. **OBLIGATIONS OF THE DEVELOPER**

- 4.1. The Developer represents that they shall undertake construction of "Marathon Icon" in accordance with sanctioned plans and with only such variations and modifications as the Developer may consider necessary and/or convenient and/or as may be required by the MCGM and/or any other concerned authority/s (hereinafter referred to as "Sanctioning Authorities") to be made by them.
- 4.2. The Developer represents that he has observed, performed and complied with and shall continue to observe, comply and perform all the terms and conditions, stipulations and restrictions, if any, imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter.
- 4.3. The Developer hereby declares that Floor Space Index (FSI) at present available in respect of the said Icon Plot described in the Third Schedule hereunder written, is in aggregate approximately 12000 square meters (built-up) area and that no part of the said FSI has been utilized elsewhere for any purpose whatsoever or exceeded. The FSI entitlement in respect of the said Icon Plot to an extent of 36000 square meters (built-up) are is available for sanction or sanctioned hereafter will be available to the Developer as per D.C. Regulations as may be applicable.
- 4.4. The Developer hereby agrees that it shall, before handing over the possession of the said Premises in "Marathon Icon" to the Purchaser and in any event before execution of this agreement in favour of the Premises purchasers make full and true disclosure of the nature of its title to the said Icon Plot as well as encumbrances, if any, including any right, title, interest or claim of any Party in or over the said Icon Plot, and shall ensure that the said Icon Plot is free from all encumbrances and that the Developer has absolute, clear and marketable title to the said Icon Plot so as to enable him to grant to the Premises purchaser absolute, clear and marketable title on the execution of deeds of apartment by the Developer in favour of the Purchaser.
- 4.5. The Developer hereby declares to the Purchaser that:
 - 4.5.1. The Developers are entitled to assign, mortgage, sub-let or otherwise part with the possession of the said Icon Plot and "Marathon Icon" under construction thereon.
 - 4.5.2. that the Developer as on the date hereof has good, valid and subsisting right, full power and absolute authority to sell and dispose of the said Premises to the Purchaser and the Developer is not prevented from doing so by any agreement, restrictive covenant, right of pre-emption, attachment, injunction, order, forfeiture, confiscation, appointment of Receiver or any other adverse factors

or events whatsoever.

4.6. The Developer hereby agrees, undertakes and covenants with the Purchasers as follows:

4.6.1. that the Purchaser shall and may from time to time and at all times after obtaining possession of the said Premises peaceably and quietly hold, occupy and possess the said Premises for their own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever by the Developer or any person or persons claiming by, from, under or in trust for the Developer or any of them.

4.6.2. that they the Developer shall at the cost of the Purchaser sign, execute, deliver and/or register such other and further deeds, documents, papers and writings and shall do such other and further acts, deeds, matters and things as may be usual, necessary and/or warranted for absolute, better, complete, legal and perfect sale and transfer of the said Premises in favour of the Purchaser.

4.6.3. That the Developer shall observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and obtain from the concerned local authority completion certificate in respect thereof.

5. **FIXTURE AND FITTINGS**

5.1. The Developer will provide the amenities in "Marathon Icon" as set out in the **Fifth Schedule** annexed hereto.

5.2. The Developer will provide the amenities in the Layout of the said Icon Plot as set out in the **Fifth Schedule** annexed hereto.

6. **LAYOUT OF THE PROPERTY**

6.1. The Developer has informed the Purchaser and the Purchaser is aware that the said Icon Plot forms a part of the Larger Property.

6.2. The layout plan of the Larger Property is annexed hereto as **Annexure "A"**.

7. **RIGHTS OF THE DEVELOPER**

7.1. It is expressly agreed that the rights of the Purchaser under this Agreement are only restricted to the Premises agreed to be sold by the Developer to the Purchaser together with the proportionate right in the common areas and all other premises shall be the sole property of the Developer and the Developer shall be entitled to sell and dispose off the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

7.2. The Developer shall subject to the terms and conditions of this Agreement be at liberty and be entitled to amend the lay-out plan of the said Icon Plot, "Marathon Icon" plans, other approvals for, including but not limited to amalgamation of the said Icon Plot /the Larger Property with any adjoining plots of land and the Purchaser and/or the condominium /association of apartment owners (as contemplated in terms of clause 10 below) shall not have any objection to the aforesaid and the Purchaser does hereby grant his irrevocable consent to the Developer to carry out the necessary acts, deeds, matters and things.

7.3. The Purchaser hereby grants his irrevocable authority, permission and consent to the Developer that save and except the Premises and the proportionate right of the Purchaser in the common areas the Developer shall have the sole and absolute right and authority and shall be entitled to deal with, sell / allot or otherwise dispose off all the other premises and portion or portions of "Marathon Icon" including the open spaces, terrace/s, parking spaces, lobby, cafeterias, food courts, gymnasiums, health clubs, etc. and to permit the same to be utilised for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Developer.

7.4. If the FSI, by whatever name or form is increased in respect of the said Icon Plot and/or additional construction (i.e. more than what is envisaged under the proposed plans) is possible on the said Icon Plot and/or if the Sanctioning Authorities permit the construction of additional floors/wing, then in such event, the Developer shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. Such additional structures/ floors shall be the property of the Developer and the

Developer will be entitled to dispose off the same in any manner they deem fit without affecting the Premises. The Purchaser expressly consents to the same as long as the total area is not reduced, and the location, access way and rights to enjoy the Premises granted to the Purchaser herein is not affected or prejudiced in any manner whatsoever.

- 7.5. The Purchaser agrees and undertake/s to permit and give the Developer all facilities for making any additions, alterations, or to put up any additional structures or floors on "Marathon Icon" to be constructed on the said Icon Plot till Deed/s of Apartment are executed in favour of the purchasers of premises in "Marathon Icon" provided however that the same does not change or alter the location and/or dimensions or the area of the Premises hereby agreed to be sold. The Developer shall endeavor to ensure that there is no nuisance or any other form of annoyance or restriction in the peaceful utilisation of the Premises.
- 7.6. Such additions, structures and storey will be the sole property of the Developer alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Premises to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the said Icon Plot or on "Marathon Icon" or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose, the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of "Marathon Icon" as the case may be and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer. The Developer shall be entitled to install its logo in one or more places in or upon "Marathon Icon" and the Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- 7.7. The Purchaser hereby agrees and confirms that the Developer shall be entitled to complete the development of the said Icon Plot in a phase wise manner and that the Purchaser shall not raise any objection or claim with respect to the development of the said Icon Plot.
- 7.8. The Purchaser agrees and gives his irrevocable consent to the Developer for carrying out the amendments, alterations, modifications and/or variations to the phase wise scheme of development in respect of the said Icon Plot and/or to the further building/s plans, if any, in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not).
- 7.9. The Developer shall have a first charge or lien on the Premises in respect of any amounts payable by the Purchaser under the terms and conditions of this Agreement.
- 7.10. The location of "Marathon Icon" and the common areas and amenities, including the recreation ground, the swimming pool, the cafeteria as shown in the sales brochures or location layout for the Larger Property, is a provisional one. As part of development of the said Icon Plot, the Developer is entitled and hereby irrevocably authorized by the Purchaser to alter/modify the layout of the Larger Property, including altering, modifying, relocating and reshaping the recreation ground and the common areas and amenities shown in the presently approved layout or in brochures of sales promotion etc. The Developer shall be authorized to construct any building or structure in area currently designated as RG on the layout by relocating it or varying its size. The Purchaser hereby irrevocably authorizes and gives permission in favour of the Developer to modify, relocate, reshape, or vary the recreation ground or the common areas and amenities or to put up any construction on such recreation ground after obtaining the requisite approvals from the appropriate authority under D.C Regulations as may be applicable. The Purchaser hereby agrees and confirms that the Developer shall be entitled to complete the development of the Larger Property in a phase wise manner and that the Purchaser shall not raise any objection or claim with respect of the development of the Larger Property.
- 7.11. Till the entire development of the Larger Property is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer



alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, banquet halls, restaurants, recreation facilities and/or any other common facilities or the amenities to be provided in the Larger Property and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard.

- 7.12. The Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Icon Plot and/or "Marathon Icon",
- 7.13. The Developer shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Developer deems fit and permitted under the relevant statutory rules and regulations.
- 7.14. Notwithstanding anything contained herein, the Developer undertakes and represents that any relocation, reshaping, construction, variations, modifications whatsoever that may be undertaken by the Developer in the said Icon Plot and "Marathon Icon" shall not in any manner whatsoever affect or prejudice the rights of the Purchaser to enjoy quiet, vacant and peaceful possession and occupation of the said Premises.
- 7.15. The Developer shall have the right to designate and allot any space in the said Icon Plot to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the members and occupants of "Marathon Icon".
- 7.16. The Developer shall also be entitled to designate/allot/lease any space in the said Icon Plot to the Maharashtra State Electricity Distribution Company Ltd, (MSEDCL) or the Bombay Electric Supply and Transport Undertaking (BEST) or The Tata Power Company Limited (TATA) for the purpose of installing a power sub-station with a view to service the electricity requirement in the said Icon Plot. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Purchaser shall have no objections regarding the same. It is clarified that the service providers will be entitled to operate from and out of such designated spaces even after the said Icon Plot is transferred to the association of apartment owners.

8. **PROJECT MANAGEMENT AGENCY**

- 8.1. Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate or appoint any person ("**Project Management Agency**") to manage the operation and maintenance of "Marathon Icon" and the common areas and facilities of "Marathon Icon".
- 8.2. The Developer shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of the common areas and facilities in the said Icon Plot and "Marathon Icon" and the infrastructure with it/them. The Developer shall ensure that the rights of the Purchaser to the Premises and the common areas shall not be affected in any manner whatsoever and Developer shall ensure that rights of Purchaser are protected while executing any agreement with Project Management Agency as contemplated herein.
- 8.3. The Developer may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure and common amenities and facilities of the said icon Plot.
- 8.4. In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of "Marathon Icon", the common areas and facilities within the said Icon Plot.
- 8.5. The operation and maintenance of "Marathon Icon" in the Common area and the facilities of "Marathon icon" shall be maintained by the Project Management Agency till the completion of the development of the Phase-I, Phase-II and Phase-III as mentioned above on the said icon Plot described in the Third Schedule herein under written.

9. **TERRACES**

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

10. **CONDOMINIUM / ASSOCIATION OF APARTMENT OWNERS/ ORGANISATION**

10.1. It is also clearly understood and agreed by and between the Parties hereto that:

10.1.1. A co-operative society is not intended to be formed or registered and the said Icon Plot and "Marathon Icon" are not intended to be transferred to any co-operative society;

10.1.2. The provisions of the Maharashtra Co-operative Societies Act, 1960 are not intended to apply and shall not apply to the said Icon Plot and /or "Marathon Icon" and/or to this Agreement; and

10.1.3. A condominium ("Condominium") or Association of Apartment Owners Condominium, as the case may be would be formed at the sole discretion and decision of the Developer as contemplated by the Maharashtra Apartment Ownership Act, 1970 (the "MAO Act") and a declaration will be made by the Developer under Section 2 of the MAO Act. The Developer shall submit that they have interest in the said Icon Plot and "Marathon Icon" in accordance with the provisions of the MAO Act and cause to be executed the declaration under section 2 of the MAO Act and the declaration shall be in consonance with the terms and provision of this Agreement.

10.2. The Condominium or Association of Apartment owners shall be formed only after the entire FSI available on the Larger Property is utilized, "Marathon Icon" is completed and full Occupation Certificate is duly granted by the MCGM/ competent authority after the completion of the of the development of the Phase-I, Phase-II and Phase-III as mentioned above on the said Icon Plot described in the Third Schedule herein under written.

10.3. The Developer shall, within six months of the formation and registration of the Condominium or Association of apartment owners, and only after utilization of the entire FSI available in respect of the Larger Property, completion of construction of "Marathon Icon" and receipt of the Occupation Certificate of "Marathon Icon" execute Deeds of Apartment in favour of all the purchasers of premises in "Marathon Icon".

10.4. The Purchaser shall join as a member of the Condominium and abide by the rules, regulations and bye-laws of the Condominium and pay to the Condominium such amounts as may be payable by it. The Purchaser shall occupy the Premises subject to the rules and regulations and bye-laws of the Condominium. The Purchaser shall sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming a member of the Condominium.

10.5. Notwithstanding what is contained herein to the contrary it is expressly agreed between the parties that the Developer will transfer "Marathon Icon" or any part or parts thereof in one lot or as many lot or lots as the Developer may desire by way of lease for a period of 999 years with right of renewal and with rent of Re.1/- in favour of Condominium or Association of Apartments Owners to be formed under Maharashtra Apartment Ownership Act, 1970.

11. **COMMON AREAS AND RESTRICTED AREAS**

- 11.1. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the **Fifth Schedule** hereunder written. It is hereby agreed that the Developer has the exclusive right of allotment of different areas, parking spaces, garden area, basement, terraces, open spaces or otherwise and other spaces within the said Icon Plot to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the **Fifth Schedule** written hereunder under the heading Common Areas and Facilities only shall be common facilities.
- 11.2. The terrace space in front of or adjacent to the premises on each floor, shall belong exclusively to the purchaser of the premises of that floor if exclusively purchased by him on payment of additional consideration and such terrace spaces are intended for the exclusive use of such purchaser and shall be restricted common areas for the exclusive use of the purchaser of the premises adjacent to such terrace and no other purchaser/s of premises in "Marathon Icon" shall have any right to such terrace.
- 11.3. The Developer shall also be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the **Fifth Schedule** hereunder written and alienate and dispose off the same in such manner as the Developer thinks fit and proper.

12. **USE OF THE PREMISES**

- 12.1. It is expressly agreed between the Developer and the Purchaser that the Premises shall be utilized by the Purchaser for the purpose in accordance with the IT/ITES policy and the Letter of Intent and the Car Parking Spaces shall be used only for parking Vehicles and for no other purpose or purposes whatsoever.

13. **POSSESSION**

- 13.1. The possession of the Premises shall be delivered to the Purchaser after the Premises are ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty, if any payable and registration charges in respect of the Premises are duly paid by the Purchaser. The Developer expects to give possession of the Premises to the Purchaser on or before 30th April, 2017.
- 13.2. If the Developer fails or neglects to give possession of the Premises to the Purchaser on the above referred date (subject to force majeure) or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Developer terminating this Agreement, in which event the Developer shall within three (3) weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Developer from the Purchaser as installments in part payment in respect of the Premises along with simple interest at the rate provided in the Act which is of 9% per annum from the date of receipt till repayment.
- 13.3. Provided that the Developer shall be entitled to reasonable extension of time for providing occupation certificate or giving delivery of the Premises on the aforesaid, if the completion of "Marathon Icon" or completion of proposed development is delayed on account of:
- 13.3.1. Force Majeure
- 13.3.2. non-availability of steel, cement, other building material, water or electric supply for causes beyond the control of the Developer;
- 13.3.3. war, civil commotion or act of God;
- 13.3.4. any notice, order, rule, notification of the Government or other public, judicial or competent authority which has the effect of temporary suspension of work of construction; however the same shall not have arisen out of any acts of commission or omission of the Developer
- 13.3.5. delay in any approvals from the concerned authorities and the delay in getting Occupation Certificate from the concerned authority provided however such delay has not arisen out of any acts of omission or commission on the part of the Developer;
- 13.3.6. other reasonable cause beyond the control of the Developer;



- 13.4. The Purchaser shall take quiet, vacant and peaceful possession of the Premises simultaneous to Developer receiving payment in accordance with clause 2.3 and clause 14.4 of this Agreement. However prior to giving such possession, the Developers will give inspection of the said Premises to the Purchaser so as to afford him an opportunity to ascertain whether the said Premises are in accordance and in conformity with the Agreement.
- 13.5. Upon the Purchaser taking the possession of the Premises, he shall have no claim against the Developer in respect of any item or work in the Premises which may be alleged not to have been carried out or completed save and except as may be available to the Purchaser under applicable law, under this Agreement and applicable Statutes. The Purchaser shall have no claim against the Developer as regards the quality, quantity of building materials used for construction of the Premises or "Marathon Icon" or the nature of construction, or the design or specifications of the Premises or "Marathon Icon" on the possession of the said Premises.
- 13.6. The Developer acknowledges and is aware that the Purchaser will engage its own architects and interior designers to carry out alterations and changes to the Premises to suit the requirements and specifications of the Purchaser. The Developer further acknowledges and is aware that security of the Premises is of prime importance and the Purchaser shall be entitled to through its Architects and interior designers suitably modify and alter the Premises to adequately secure the Premises. The Developer shall assist and aid the Purchaser and its Architects and interior designers and other consultants in altering the Premises as per the requirements of the Purchaser.

14. **OUTGOINGS:**

- 14.1. Commencing 15 days after notice in writing is given by the Developer to the Purchaser that the Premises are ready for use and occupation, irrespective of whether possession is taken or not, the Purchaser shall be liable to pay the proportionate share of the outgoings in respect of the said Icon Plot and "Marathon Icon" namely local taxes, lease rent, betterment charges, sub-station & cable cost or such other levies by the concerned local authority and expenses for water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Icon Plot and "Marathon Icon". Until the management of the said Icon Plot and "Marathon Icon" is handed over to the Project Management Agency / Condominium, the Purchaser shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer as under:-

Rupees (per sq.ft.) carpet area	Particulars
12.50	or "At Actual" Property Tax
15.65	Maintenance Charges for "Marathon Icon".

- 14.2. The Purchaser shall pay to the Developer provisional Quarterly contribution of **Rs.50,250/-** towards the outgoings regularly Exclusive of the charges at actual towards the taxes to the local Government and semi- government authorities on the 5th day of every quarter i.e. April, July, October and January in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Developer until the management is handed over to the Project Management Agency/Condominium. The Purchaser further agrees that, the Developer will provide the statement of accounts towards Outgoings of "Marathon Icon" along with municipal and other taxes such as water charges bills, electrical charges bills, cesses, land and revenue, NA tax etc. The Purchaser may raise queries or seek clarifications in relation to the said statement of accounts within 7 days from the receipt thereof, failing which the statement of accounts will be deemed to have been accepted by the Purchaser and the Purchaser shall thereafter not be entitled to raise any queries in relation to the same.
- 14.3. The Purchaser is aware that the Developer has entered into an agreement with the Bombay Electrical Supply and Transport Company i.e. BEST under which the Developer as the Franchisee will undertake the distribution and supply of power to certain other downstream entities within the said Premises. The Developer shall be responsible for undertaking the monthly billing and collecting the billed charges as per the consumption of the units shown in the reading of the sub-meters of the downstream

entities to which it supplies power. Correspondingly, the Developer shall be responsible for installation of electricity sub-meters as required for "Marathon Icon" and premises therein for smoother and equitable distribution of power supply to "Marathon Icon" and the premises therein. The Purchaser irrevocably consents and confirms its willingness for the above arrangement of power supply, and shall draw electricity power through the franchise arrangement made by the Developer and expressly agrees to pay the said monthly charges and dues in time, without any such objection in future.

14.4. The Purchaser shall on or before the delivery of the possession of the Premises pay to the Developer the following amounts:

14.4.1.	Non-refundable for legal charges.	Rs.7,000/-
14.4.2.	Non-refundable for formation Of the Condominium charges.	Rs.4,000/-
14.4.3.	Non-refundable for application, Entrance fee of the Condominium.	Rs.1000/-
14.4.4.	Non-refundable estimated charges towards installation of water meter, electric meter	Rs.1,60,000/-
14.4.5.	being 6 months deposit towards proportionate share of advance maintenance (Exclusive of Property Tax)	Rs.1,00,500/-
14.4.6.	being 6 months deposit towards proportionate share of security deposit (Exclusive of Property Tax)	Rs.1,00,500/-
Total	(Rupees Three Lakh Seventy Three Thousand Only) Exclusive of the charges at actual towards the taxes to the local Government and semi- government authorities	Rs.3,73,000/-

14.5. The Developer shall utilize the amounts referred to in Clause 14.4.1 to 14.4.4 for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.

14.6. It is agreed in respect of amounts mentioned in Clause 14.4.1 to 14.4.4 above; the Developer is not liable to render accounts. The Developer shall hand over the deposits or balance thereof out of amounts mentioned in Clause 14.4.6 to the Condominium as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.

14.7. Subject to what is stated in Clause 14.4.5, the Developer shall maintain a separate account in respect of sum received by the Developer from the Purchaser as advance or deposit, outgoings and shall utilise the same for the purpose for which they have been received.

14.8. The amount so paid by the Purchaser to the Developer shall not carry any interest and after paying the charges as above the remaining amount if any shall remain with the Developer till the Deed/s of Apartment are executed in favour of Purchaser of premises in "Marathon Icon", subject however to the provisions of Section 6 of the Act. On such Deed/s of Apartment being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Condominium.

14.9. The Purchaser further agrees that in addition to the amounts set out herein, till the Purchaser's share is so determined the Purchaser shall pay to the Developer the provisional proportionate monthly contribution as decided by the Developer per month on actuals towards municipal and other taxes such as water charges bills, electrical charges bills, cesses, land and revenue, NA tax etc., which shall be duly supported by a statement of accounts. The Purchaser may raise queries or seek clarifications in relation to the said statement of accounts within 7 days from the receipt thereof, failing which the statement of accounts will be deemed to have been accepted by the Purchaser and the Purchaser shall thereafter not be entitled to raise any queries in relation to the same.

14.10. The Purchaser hereby authorizes the Developer to adjust/ appropriate all payments made by the Purchasers against any dues (under any head) outstanding under this Agreement.

15. **COVENANTS OF THE PURCHASER**

- 15.1. Each Party further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this Agreement and to keep the other Party indemnified against the said payment and observance and performance of the said terms, conditions and covenants to be observed and performed by the indemnifying Party under this Agreement.
- 15.2. The Purchaser shall on receipt of possession as provided in the Agreement use the Premises so that it is not likely to cause nuisance or annoyance to the other occupiers of "Marathon Icon" and/or the owners and occupiers of the neighboring property or properties. The Purchaser shall use the Car Parking Spaces only for purpose of keeping or parking the Purchaser's and their employees, personnel's and other authorized visitors and guests' vehicles and for no other purpose whatsoever.
- 15.3. The Purchaser with an intention to bind all persons in whose hands the Premises may come, doth hereby covenant with the Developer as follows: -
 - 15.3.1. to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to "Marathon Icon", staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to "Marathon Icon" or the Premises or part thereof;
 - 15.3.2. not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of "Marathon Icon" or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of "Marathon Icon" including the entrance thereof. In case any damage is caused to the Premises or "Marathon Icon" on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
 - 15.3.3. to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Premises or "Marathon Icon" which is in contravention of rules, regulations or bye-laws of the concerned local public authority. Provided however that the Purchaser shall be entitled to carry requisite alterations and renovations to the said Premises as specified in Clause 13.6 herein above;
 - 15.3.4. not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of "Marathon Icon"; and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of "Marathon Icon" and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardi or other structural members in the Premises;
 - 15.3.5. not to do or permit to be done any act which may render void or voidable any insurance of the said Icon Plot or "Marathon Icon" or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
 - 15.3.6. not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the said Icon Plot and "Marathon Icon";
 - 15.3.7. to pay to the Developer within 7 days of demand by the Developer, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to "Marathon Icon";
 - 15.3.8. to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority on account of change of user of the Premises or otherwise;



- 15.3.9. to bear and pay all service tax, works contract tax, VAT etc and such other levies, if any, which may be imposed with respect to the construction on the said Icon Plot and/or any activity whatsoever related to the Premises by the MCGM and/or State/Central/Government and/or public authority from time to time;
- 15.3.10. not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained its prior consent in writing in that behalf, which consent shall not be unreasonably withheld;
- 15.3.11. till the management of "Marathon Icon" is handed over to the Project Management Agency / Condominium, to allow the Developer, its surveyors and agents at all reasonable time to enter into or upon the said Icon Plot to view and examine the state and condition thereof provided the Developer gives prior written notice of twenty four hours (24) to Purchaser;
- 15.3.12. not to change the external colour scheme or the pattern of the colour of "Marathon Icon";
- 15.3.13. not to change exterior elevation or the outlay of "Marathon Icon";
- 15.3.14. not to fix any grill to "Marathon Icon" or windows except in accordance with the design approved by the Developer;
- 15.3.15. not to do or suffer to be done anything on the said Icon Plot or "Marathon Icon" which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf;
- 15.3.16. not to display at any place in "Marathon Icon" any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of "Marathon Icon" or common areas and facilities therein or in any other place in the said Icon Plot or "Marathon Icon" or on the window, doors and corridors of "Marathon Icon" without the consent of the Developer provided however that the name plate of the Purchaser may be permitted to be displayed on or near the main entrance of the premises;
- 15.3.17. to park all vehicles including visitors' vehicles in the allotted/ designated parking lots only as may be prescribed by the Developer and not at any other place and to use the said allotted parking lots for parking vehicles and not for any other purpose provided however that architects and interior designers of Purchaser may alter and modify the Parking Space allotted to Purchaser as per the requirements of the Purchaser in view of the security concerns and requirements of the Purchaser without causing any obstruction to other occupants of "Marathon Icon" and as may be permissible by Municipal Corporation of Greater Mumbai
- 15.3.18. to not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Premises or in or on the common stairways, corridors and passageways in "Marathon Icon" and/or any part of the layout of the said Icon Plot;
- 15.3.19. not to construct a loft and/or mezzanine floor in the Premises irrespective of any approval, sanction provided however that the Purchaser shall be entitled to construct the same if so permissible under applicable law or statute.
- 15.3.20. not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the Premises or any part thereof;

15.3.21. Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of Development control Rules and Regulation for Greater Mumbai.

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

- 15.4. The Purchaser hereby agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Premises to the Purchaser, so as to enable the Developer to complete the scheme of development of the said Icon Plot as per the existing plans, the proposed plans and the modifications thereto.
- 15.5. The Purchaser confirms that the Developer has given full free and complete inspection of documents of title in respect of the said Icon Plot and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate dated 16th April, 2013 issued by Mahimtura & Co., Advocates and Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title to the said Icon Plot.
- 15.6. The Purchaser shall have no claim save and except in respect of the Premises and the proportionate share of the Purchaser in common areas. All other areas including terraces, open spaces, etc. of the said Icon Plot will remain of the Developer until the whole of the said Icon Plot is transferred as herein provided subject to the rights of the Developer as contained in this Agreement.
- 15.7. The Purchaser has been informed that the Developer shall in accordance with the scheme for development as may be modified from time to time develop the said Icon Plot in phases. This Agreement to purchase the Premises shall not in any event prevent the Developer from continuing the development of the said Icon Plot and constructing additional floors on "Marathon Icon" and infrastructure and common amenities and facilities in accordance with the approvals obtained and to be obtained from the concerned authorities. It is anticipated that during the course of the said development there may be a temporary suspension/cessation of common amenities and facilities including services and utilities or some hardship and inconvenience resulting there from to the Purchaser. The Developer shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf.
- 15.8. Save and except as disclosed herein and in the disclosures made to the Purchaser, the Developer hereby represents that the Owner shall be entitled to retain the leasehold rights/ ownership rights to the internal roadways/pathways forming a part of the Larger Property and the Purchasers shall only have a right to pass and repass over the said Retained Portion for the purpose of ingress and egress alongwith the other purchasers and other third parties in whose favour right of way may be created by the Developer. The responsibility to maintain the roadways/ pathways will be of the owner and shall be maintained out of the corpus fund to be paid by the purchaser/s of the Premises as set out hereinafter to the Project Management Agency.
16. **NO ASSIGNMENT**
- 16.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the said Icon Plot or "Marathon Icon" or any part thereof.
17. **STAMP DUTY AND REGISTRATION CHARGES**
- 17.1. The Purchaser shall pay the proper stamp duty and registration charges, due and payable under the law for the time being in force in respect of this Agreement and on or before lodging this Agreement for registration with the concerned Sub-Registrar under Indian Registration Act, 1908.
- 17.2. The Purchaser shall pay to the Developer all costs, charges and expenses including stamp duty and registration charges (if any) in respect of the Premises and in connection with the assignment of the proportionate undivided interest in the leasehold rights of "Marathon Icon" to be assigned in favour of the Purchaser under the Deeds of Apartment to be executed in its favour.
- 17.3. The Purchaser alone shall be liable for the consequences arising from the non payment of the proper and correct stamp duty and the registration charges, it being the sole responsibility of the Purchaser to pay the same.

18. **INDEMNIFICATION**

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

19. **NOTICES**

19.1. Any notice to any Party hereto in connection with this Agreement shall be in writing and shall be sent to such Party's contact details first set out above. Each Party shall inform the other Party in writing of any changes in his contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service of facsimile notice shall be the business day after sending of such facsimile.

20. **GENERAL PROVISIONS**

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

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

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

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

20.5. In case of any dispute, controversy or claim between the Parties arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, the courts of Mumbai will have exclusive jurisdiction to hear the disputes between the parties.

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

20.7. Notices :

20.7.1. A notice by a Party must be in writing and must be given to the other Party and sent by facsimile communication or through courier or by hand delivery at the below mentioned address of the Parties:

The Developer

Attention : **Chetan Shah / Mayur Shah**
Mailing Address : 702, Marathon Max, Mulund-Goregaon Link Road,
Mulund(w), Mumbai-400 080
Telephone :
Fax :
Email :

The Purchaser

Attention : **Smartcirqls Infotech Private Limited**
Mailing Address : 3,Ram Mahal,J. N. Tata Raod,Churchgate,
Mumbai-400020
Telephone : 9820645600
Email : nikhil.shoorji@smartcirqls.com

20.7.2. All notices and communication should be in English language.

20.7.3. For the purposes of this transaction the details of the PAN of the Developer and the Purchaser are as follows:

Developer PAN : **AAF3M3514P**
Purchaser's PAN : **AARCS3157J**

20.8. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provisions.

20.9. Any amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.

20.10. This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same Agreement.

20.11. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby

20.12. This Agreement constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

20.13. This Agreement together with all annexure hereto forms a single Agreement between the Parties hereto. The consent of both Parties shall be required in writing to be obtained for any change in the content of this Agreement.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(being description of the Larger Property)

All that Piece or parcel of land admeasuring 34,749.78 square metres as per the Property Register Card (35,499.83 square meters on actual measurement) being Cadastral Survey No. 2/142 (Lower Parel Division), Mumbai Island City, Ganpatrao Kadam Marg, Lower Parel, Mumbai and now subject matter of a scheme of Layout and sub-division sanctioned by the Mumbai Municipal Corporation vide order bearing No. FB/9266/AL dated 27 August 2003 and bounded as follows:

On North : By boundary walls and chawls and/or premises formerly occupied by Noble Paints & Varnish Company Private Limited

- and now by buildings known as Yugambh and Mahavir Darshan
- On South : By the property of Phoenix Mills Limited now known as Phoenix High Street
- On East : By private passage now known as Veer Santaji Marg (leading to Ganpatrao Kadam Marg) and further east by Kewal Industrial Estate
- On West : Partly by the property of Goodlass Wall Paint Company Limited now known as Goodlass Nerolac Company Limited and partly by Mahalaxmi Flats Estate occupied by Mahalaxmi Industrial Estate abutting Drainage Channel Road now known as Dainik Shivner Marg

THE SECOND SCHEDULE ABOVE REFERRED TO:
(the Leasehold Plot)

All that piece or parcel of land admeasuring 1695.06 square meters being a portion of Cadastral Survey No. 2/142 (Lower Parel Division), Mumbai Island City, Ganpatrao Kadam Marg, Lower Parel, Mumbai and bounded as follows:

- On or towards North : by boundary walls and chawls and/or premises formerly occupied by Noble Paints & Varnish Company Private Limited and Others.
- On or towards South : by the internal road and lawn of Piramal Spinning & Weaving Mills Ltd.
- On or towards East : by Building No.13, main office of Piramal & Spinning Mills Ltd.
- On or towards West : by Building No.11, being the cloth store of Piramal Spinning & Weaving Mills Ltd.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:
(the Icon Plot)

All that piece and parcel of Land admeasuring 2328.23 square meters, with maximum of 14,000 square meters F.S.I. to be utilized thereon, being a portion of Cadastral Survey No. 2/142 (Lower Parel Division), Mumbai Island City, Ganpatrao Kadam Marg, Lower Parel, Mumbai and bounded as follows that is to say:

- On or towards North : **by boundary walls and chawls and/or premises formerly occupied by Noble Paints & Varnish Company Private Limited and Others.**
- On or towards South : **by the internal road of Marathon NextGen Realty Limited.**
- On or towards East : by Building No.13, Marathon Emperor Building.
- On or towards West : by Recreation Ground.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:
(the IT/ITES/Premises/Unit)

All the right, title and interest in the IT/ITES/Premises/Unit No.No.1206 on the 12th floor admeasuring about 903.36 square feet Carpet area in "MARATHON ICON" and One Car Parking to be/ being constructed on the said Land described on the Third Schedule hereinabove.

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:
(List of Common Areas and Facilities)

LIMITED COMMON AREA FACILITIES:

- Sky garden / terraces / Top Terrace;
- Spaces of AHU,
- Rights of telecom, wireless, internet, mobile network;
- Car parking space;
- Public Car Parking space;
- Air conditioned lobby with entrance lounge

[Handwritten mark]

- Refuge area attached to the Premises;



COMMON AREA FACILITIES:

- Staircase, lift & passage thereto;
- Refuge area;
- Part of the Common entrance lobby leading to staircase, lifts and passages.

Signed and Delivered by the withinnamed]
 "the Developer"]
MARATHON IT INFRASTRUCTURE PVT. LTD.]
 through its Director/Authorised Signatory]
 Mr. _____]
 pursuant to the resolution passed in that]
 behalf by its Board of Directors]
 in their meeting held on _____]

For Marathon IT Infrastructure Pvt. Ltd.

Authorised Signatory

in the presence of...

- 1.
- 2.

Signed and Delivered by the withinnamed]
 "the Purchaser"]
Smartcirqls Infotech Private Limited]
 through its Director]
Siddharth Satish Ugrankar]
 who has affixed his/her signature in token thereof]

For Smart Cirqls Infotech Pvt. Ltd.

[Handwritten signature: Siddharth Satish Ugrankar]

Director

in the presence of

1. NIKHIL SHOORTI
2. JUTMIKA ATWAL

[Handwritten signature: Nikhil Shoorti]
[Handwritten signature: Jutmiika Atwal]

RECEIPT

Received from the day and year first hereinabove written of and from the within named Purchaser a sum of **Rs.1,00,00,000/- (Rupees One Crore Only)** being the amount agreed to be paid by him to us as follows :

SR.NO.	Instrument No.	Bank	Instrument Date	Amount Received
1	481709	PUNJAB NATIONAL BANK	Mar 14, 2017	1,00,00,000/-
TOTAL				1,00,00,000/-

We Say Received

For **MARATHON IT INFRASTRUCTURE PVT.LTD.**

Director / Authorised Signatory

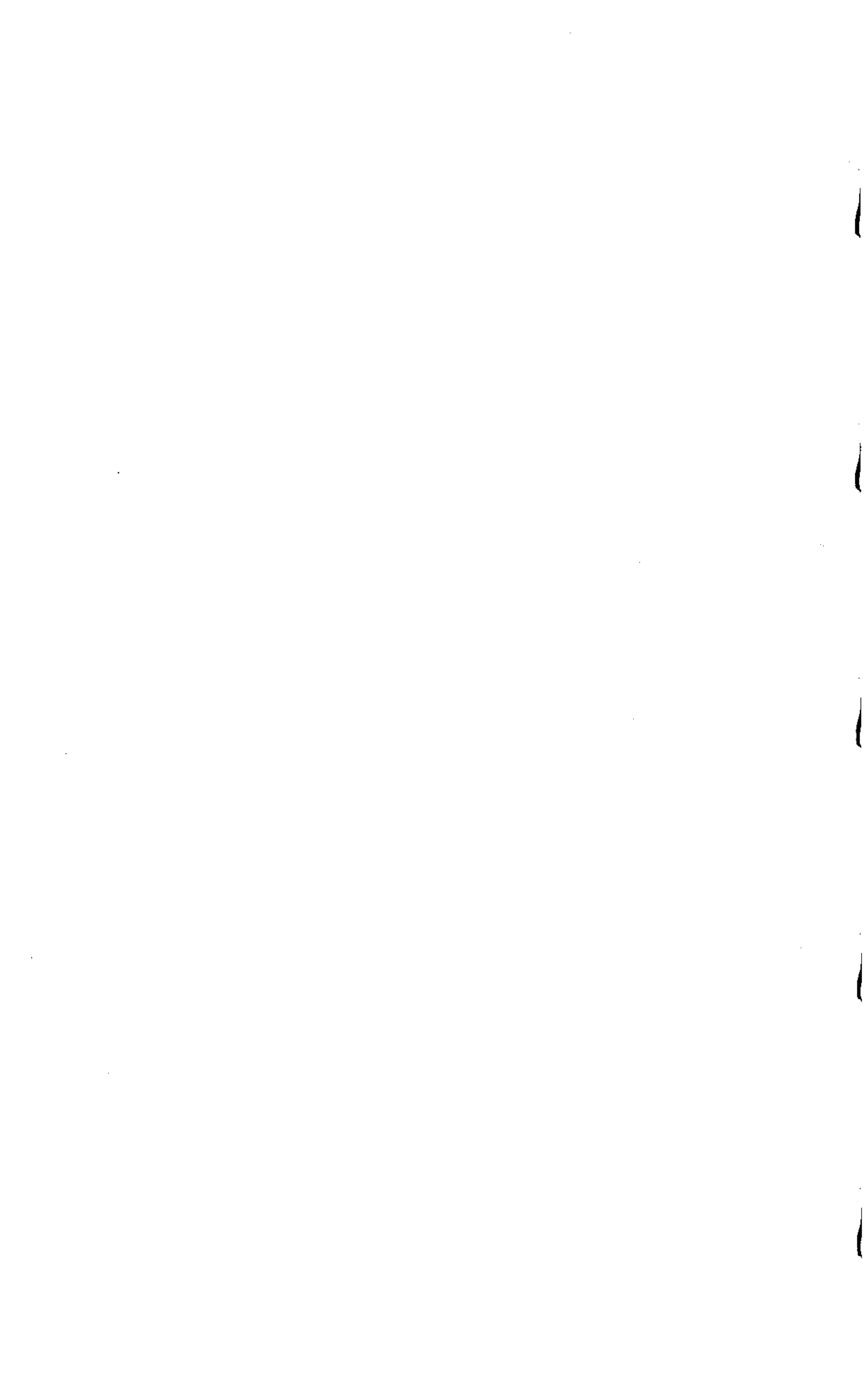
Witness:

1)

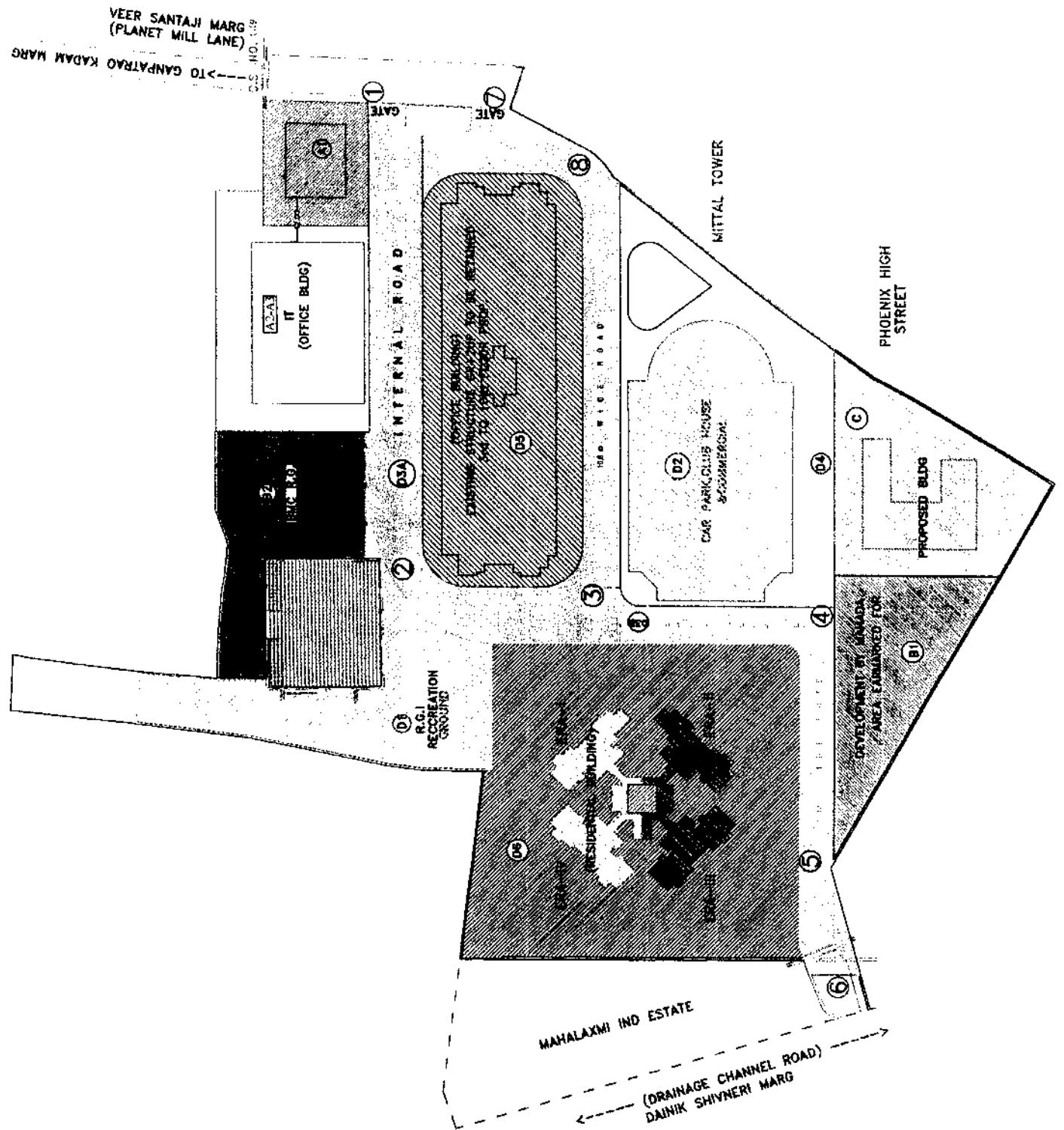
2)

LIST OF ANNEXURES

SR. NO.	PARTICULARS
01	<u>Annexure "A"</u> Plan
02	<u>Annexure "B"</u> List of third party rights
03	<u>Annexure "C"</u> Copies of the I.O.D.
04	<u>Annexure "D"</u> Copies of the Commencement Certificate.
05	<u>Annexure "E"</u> Copy of the floor plan of "Marathon Icon".
06	<u>Annexure "F"</u> Certificate of Architect.
07	<u>Annexure "G"</u> Copy of the Property Register cards bearing C.S. No. 2/142 (Parel Division).
08	<u>Annexure "H"</u> Letter of Intent dated 30th August 2008 issued by the D.I.G. of Maharashtra pertaining to Innova.
09	<u>Annexure "I"</u> Title Certificate issued by Mahimtura and Company dated 16th April, 2013.



ANNEXURE 'A'

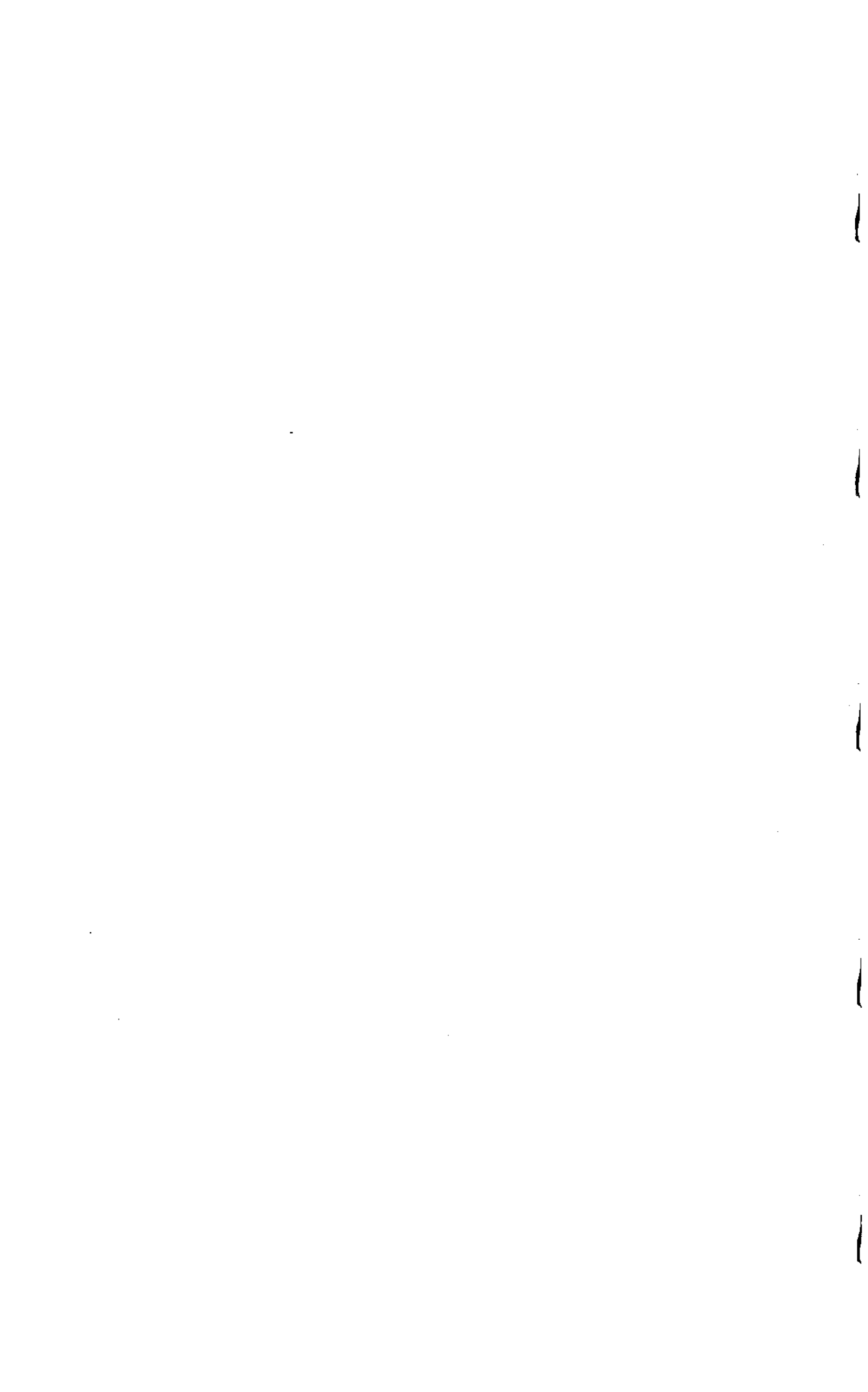


PROJECT TITLE :- MARATHON NEXTGEN
 FOR :- LAYOUT PLAN - ICON



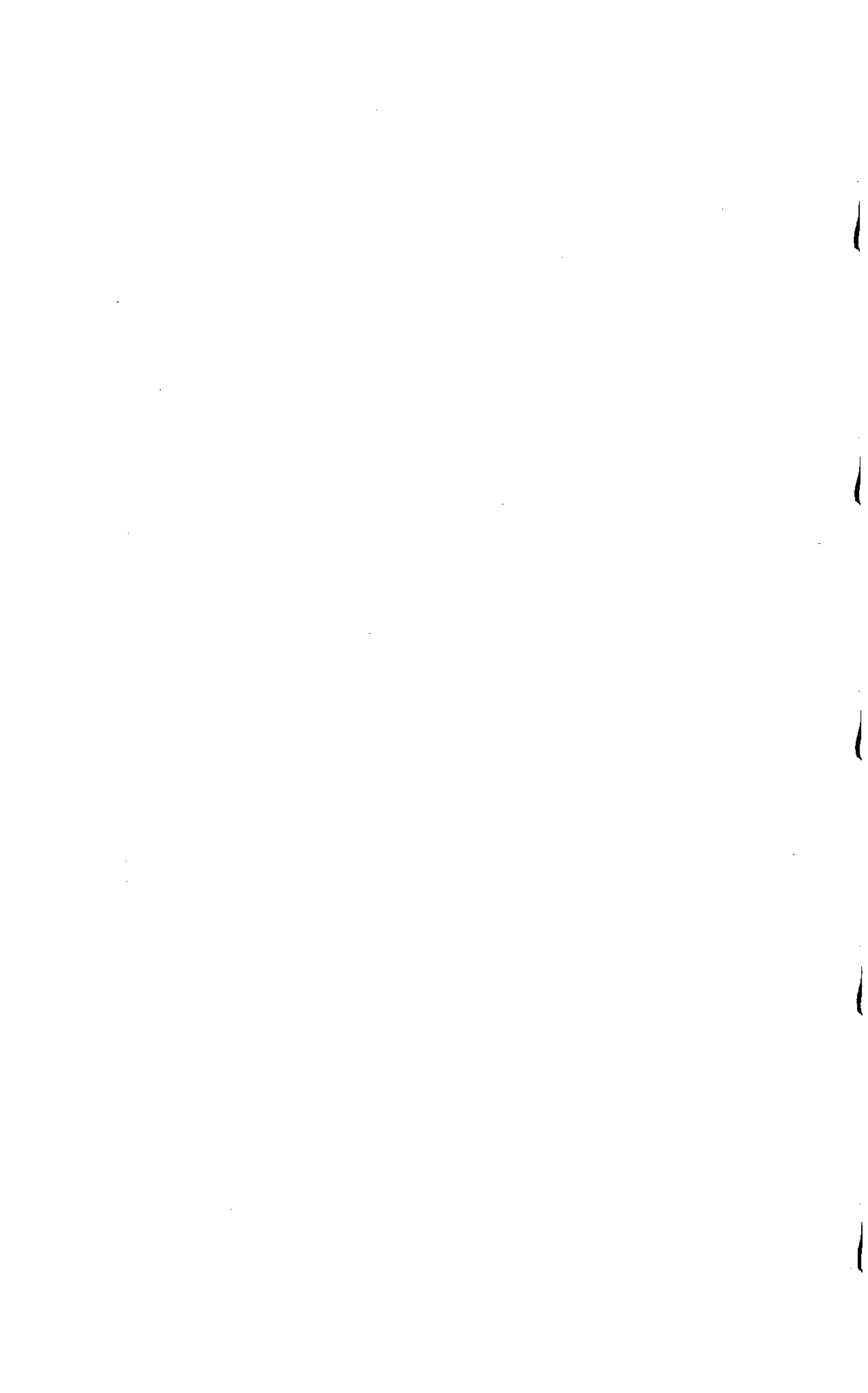
MARKETING OFFICE
 MARKETING OFFICE:- 24963547
 FAX
 marathion@marathonrealty.com

MATRIX
 702, MARATHON MAX
 MULUND-GOREGAON LINK RD.
 MULUND (W)
 CORPORATE OFFICE:- 67728484



ANNEXURE 'B'

Sr. No.	Agreement Date	Agreement Type	From	To
1.	19/03/2005	Development Agreement	Conwood Agencies Private Limited	Marathon Realty Limited
2.	13/04/2006	Development Rights	Marathon Nextgen Realty & Textiles Limited	Marathon Realty Limited
3.	27/03/2008	Development Agreement	Kotak Mahindra Bank Limited	Marathon IT Infrastructure Private Limited
4.	02/06/2008	Development Agreement cum Deed of Surrender of Lease	Marathon Nextgen Realty Limited	Marathon IT Infrastructure Private Limited



346
Form
88

in replying please quote No.
and date of this letter.

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

No. EB/4143/GS/A 05/3/09
No. E.B./CE/ BS/A of 200 - 200

EX. Engg. Disapproval (Civil) - I
'E' V. ...
10, S. K. Hafizuddin Marg, Deonar,
Mumbai - 400 008

MEMORANDUM

To
M/s. Marathon IT Infrastructure Pvt. Ltd.
101, Marathon House, Devidayal Road,
Mulund (West),
Mumbai - 400 080.

Municipal Office,
Mumbai 200

With reference to your Notice, letter No. 199 dated 02.09.2008 and delivered on 02.09.2008 and the plans, Sections Specifications and Description and further particulars and details of your buildings at No. 2, C.S. No. 2/142, Lower Parel Div. Lower Parel, Mumbai furnished to me under your letter, dated 200..... I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

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

1. That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
3. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
4. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.

() That proper gutters and down pipes are not intended to be put to prevent water dropping from the roof of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 04-03 day of March 2010 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

D. S. 04/3/10
Executive Engineer, Building Proposals,
Zone, City-I Words.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

~~(3) Under Bye-law No. 8 of the Commissioner of Greater Mumbai the following is to be observed:~~

~~"Every person who shall erect or intend to erect any building shall cause to be laid on the roof part of the building a drain of the following nature:~~

~~"(a) Not less than 2 feet (60 cms) above the surface of the adjoining ground and not less than 1 foot (30 cms) above the surface of the ground on which the building is erected and the drain shall be of the following nature:~~

~~"(b) Not less than 2 feet (60 cms) above every part of the ground within 6 feet (160 cms) of such building.~~

~~"(c) Not less than 2 feet (60 cms) above the surface of the ground on which the building is erected.~~

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347(1)(a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

Contd... (A).

5. That the specifications for layout/ D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/ E.E.(S.W.D.) of City before submitting building completion certificate.
6. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.
7. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
8. That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.L.R. before applying for C.C.
9. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
10. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
11. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
12. That the requirements of N.O.C. of C.F.O. will not be obtained & the requisitions, if any, will not be complied with before occupation certificate / B.C.C.
13. That the basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not misusing the basement will not be submitted before C.C.
14. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
15. That All Dues Clearance Certificate from A.E.W.W. G/South Ward shall not be submitted before issue of C.C.
16. That the true copy of the sanctioned layout / sub-division / amalgamation approved under No.EB/9266/GS/AL dated 27.8.2003 along with the T. & C. thereof will not be submitted before B.C.C.
17. That the premium/deposits as follows will not be paid -
 - a. Development charges as per M.R. & T.P.(Amendment) Act, 1992

18. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
19. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
20. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
21. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
22. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act,1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
23. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.
24. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.
25. That the Regd. U/T against misuse of part terrace / stilt shall not be submitted.
26. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
27. That the remarks from H.E. Department shall not be submitted.
28. That the board displaying the details of development of the work shall not be displayed at site.
29. That the necessary remarks for training of nalla / construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C. .
30. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
31. That the copy of PAN card of the applicant shall not be submitted before C.C.
32. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
33. That the fresh P.R.Card in the name of owner shall not be submitted before C.C.

34. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
35. That the N.O.C. from E.E.T. & C. shall not be obtained for the period before C.C.
36. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
37. That the N.O.C. from the adjoining residence to minimum Nuisance during construction activity shall not be submitted before C.C.
38. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
39. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
40. That the precautionary measures to avoid nuisance due to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
41. That remarks from E.E.(M. & E.) for ventilation shall not be submitted.
42. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
43. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
44. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
45. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006.
46. That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.

47. That the specification & design of Rain Water Harvesting scheme as the State Govt.'s directives u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be submitted.
48. That the requisition of clause No. 45 and 46 of D.C. Regn. 91 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work.
49. That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.

(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

1. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
2. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
3. That the compliance of necessary remarks for training of nalla / construction of SWD will not be submitted before granting full C.C. for the said building.

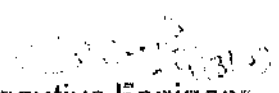
(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING :

1. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and the drainage system or the residential part of the building will not be affected.
2. That some of the drains will not be laid internally with C.I. Pipes.
3. That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/II of 26-6-1978.
4. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
5. That 10'-0" wide paved pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
7. That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.

8. That carriage entrance shall not be provided.
9. That the parking spaces shall not be provided as per D.C Regulation No.36.
10. That B.C.C. will not be obtained and I.O.D. and dobris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
11. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
12. That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.
13. That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted.
14. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
15. That final N.O.C. from C.F.O./ Tree Authority shall not be submitted before asking for occupation permission.
16. That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
17. That the Fresh property card in the name of the owner shall not be submitted.
18. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
19. That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission.
20. That the recycling plant for waste water shall not be provided.

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:

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


Executive Engineer
Building Proposals (City)-I

No. EB/4143/GS/A 5-3-09

No. EB/CE/

/BS

/A/

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purpose. Failing this, it will be presumed that Municipal tap water has been consumed on the construction work and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffolding bricks metal, sand, preps, debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted unless water connection granted (except for construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions of sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 12 of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-

- (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.

In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.

The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.

It is to be understood that the foundations must be excavated down to hard soil.

The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

The water arrangement must be carried out in strict accordance with the Municipal requirements.

No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.

No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.

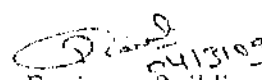
No known cracks should be provided as required by Bye-laws No. 5 (b).

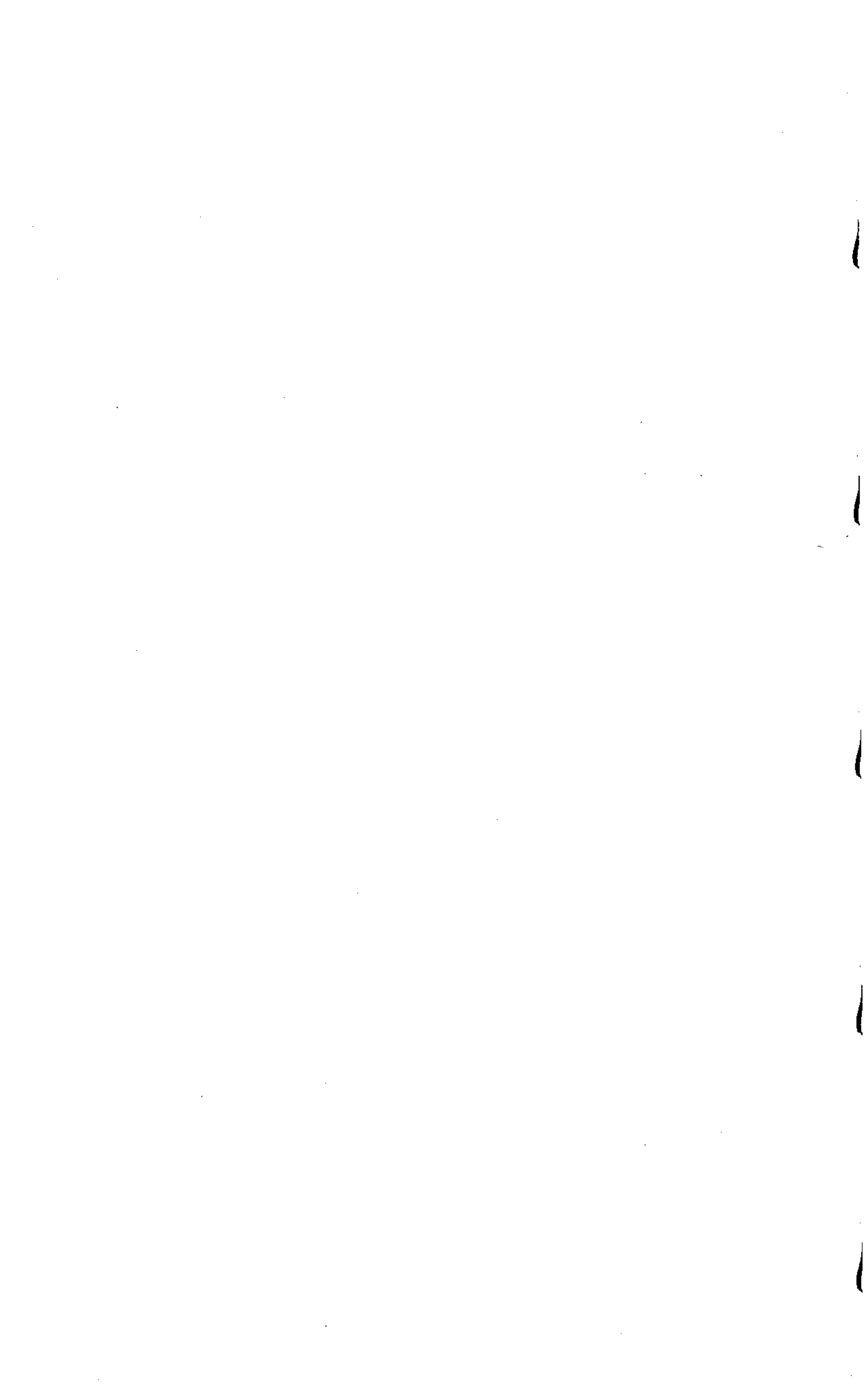
Foundations on Arches should be provided over Door and Window opening.

(a) The drains should be laid as required under Section 35 (b) (6).

(b) The inspection chamber should be plastered inside and outside.

If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.


 Executive Engineer, Building Proposals
 Zones City-I.....Wards.



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/4143 1951A of 06/11/2009

COMMENCEMENT CERTIFICATE

To,

M/S Marathon IT Infrastructure Pvt. Ltd.

101, Marathon House, Devi Dayal Rd.

Mulund (West)

Mumbai - 400 080

Ex. Eng. Bldg. Proposal (City) - 1
E' Ward, Municipal Office, 3rd Floor,
10, S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

Sr.

With reference to your application No. 4725 dated

07/07/2009 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry out development for Proposed IT/ITES bldg No. 2 on plot bearing C.S. No. 2142 of L.P. Division

and building permission under section 348 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. --- on Plot No./C.S.No./C.T.S. No. 2142 Division/
Village/Town Planning Scheme, No. Lower Panel Division Situated at Road / Street V.S. Marg, Planet Mill Rd. Ward 4/S the Commencement Certificate/ Building permit is granted on the following conditions:-

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 6) This certificate is liable to be revoked by the Municipal commissioner for Greater Mumbai, if :-
 - a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

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

8) The Municipal Commissioner has appointed Shri. R. M. Jahagirdar Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto 5th NOV 2010

This c.c. is granted upto top of podium level as per last amended approved plan dated 10.08.2009

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

[Signature]
6/11/09

Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/4143/45/A of DE 16-7-2011

This c.c. is endorsed upto top of podium level (parking floor) as per amended plan dated 16/7/11

[Signature]
16/7/11

EB/4143/45/A of DE 12-10-2011 AEBPC VI

This c.c. is extended upto 7th floor as per amended approved plan dated 16/07/11

EB/4143/45/A of DE 11-1-2012

This full c.c. is granted for entire work i.e. upto 11th (PT) floor as per amended approved plan dated 16.07.2011

AEBPC VI

EB/4143/45/A of DE 22-5-13

This c.c. is endorsed as for entire work as per amended approved plan dated 22/05/2013

[Signature]
22/5/13

AEBPC VI

EB/4143/45/A of DE 18-12-13

This c.c. is endorsed for entire work as per amended approved plan dated 18/12/2013

[Signature]
18/12/13

AEBPC VI

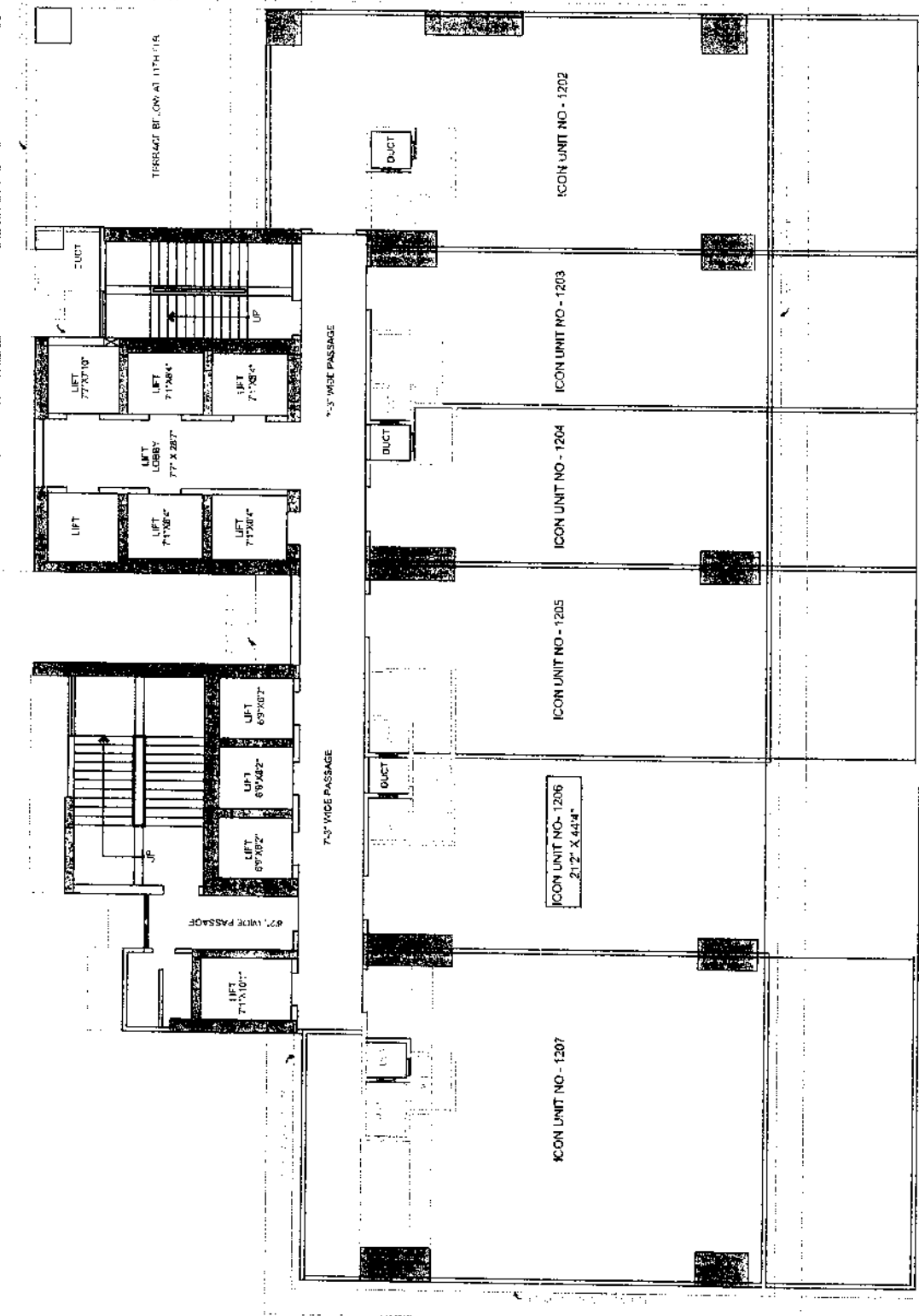
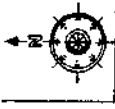
EB/4143/45/A of DE 27-2-2015

This c.c. is endorsed upto top of 16th floor i.e. full c.c. as per amended approved plan dated 06/04/2015

[Signature]
18/12/2013

AEBPC VI

ANNEXURE 'E'



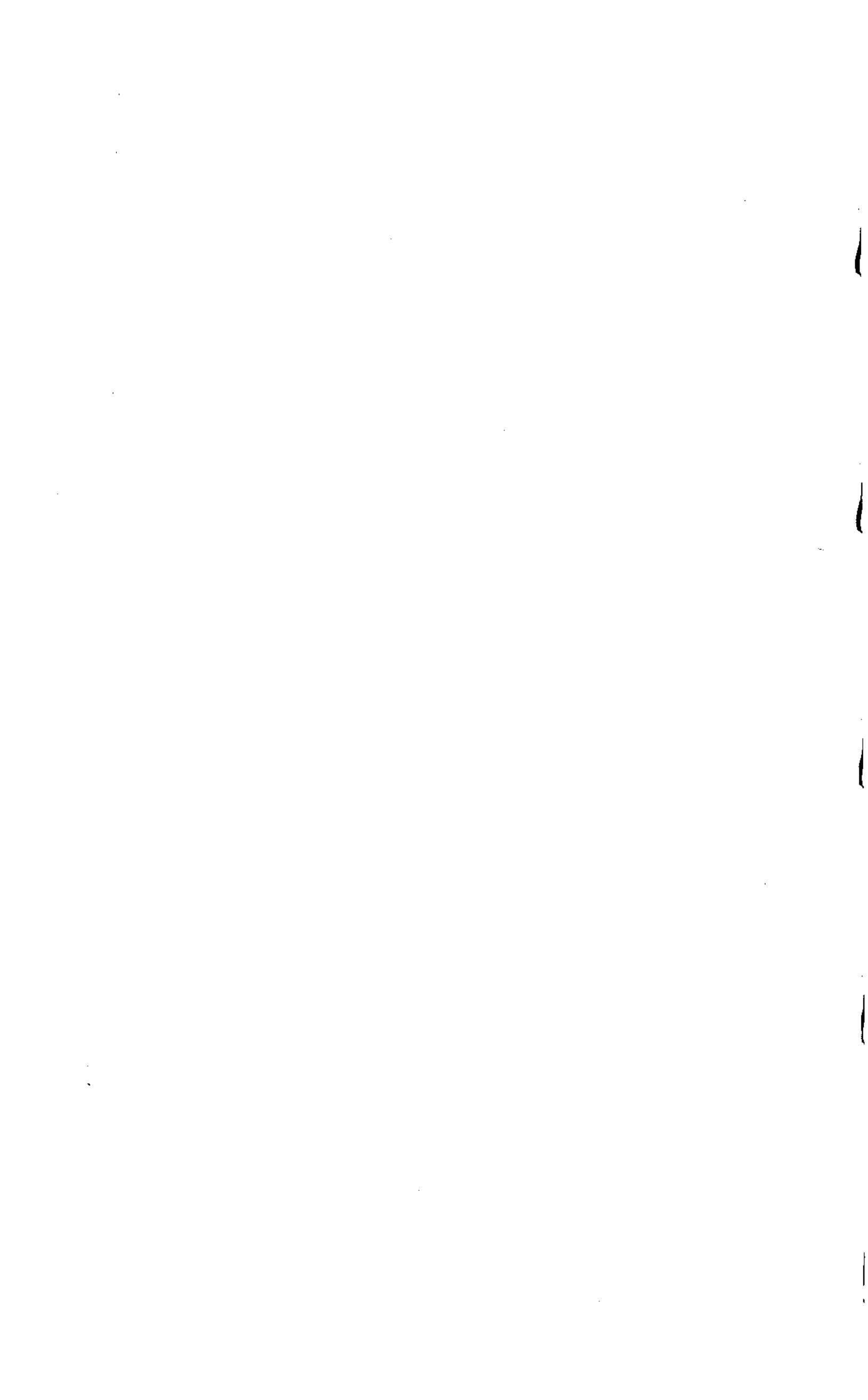
TITLE : 12TH FLOOR PLAN
 UNIT NO : - 1206
 FOR : MARATHON ICON

Siddhanta Prakash



MARKETING OFFICE
 MARKETING OFFICE:
 FAX NO. :
 marathon@marathonrealty.com

MATRIX
 MARATHON MAX
 7TH FLR
 MULUND GOREGAON LINK RD.
 MULUND (W)
 CORPORATE OFFICE: 67728484




matrix

architects, engineers, surveyors & consultants

TO WHOMSOEVER IT MAY CONCERN

This is to certify that building no. 2 on plot bearing C.S. No. 2/142 of Lower Parel Division, Lower Parel, Mumbai is ICON building which is completed up to 15th floor slab.

For Matrix


(Santosh Dubey)
Architect
Registration No: CA/2004/33133

Date : 22/01/2016

Place : Mumbai

702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West),
Mumbai - 400 080. Tel.: +91-22-6724 8484/88, Fax: +91-22-6772 8408.

1. Street No.	2. Name of Street or Locality	3. Street No.	4. Cadastrel Survey No.	5. Issue	6. Area in Sq. Yds./Mts.	7. Locations Survey No.	8. Collectors Rev. No. (Collectors Rent Roll No.)
415, 416, 417, 418	HAINS ROAD	6 YARD NO. 2845 (1-2-3) 7086 (1-2) ST. NOS. 1001, 1001A (B) 1087, 1087A, 6' WARD NO. 7111, ST. NO. 1107 'C' WARD 5805, 7115.	7/142	(FORAS) L.T.A.	59.74803 (4185.00) 50 METERS 34435.89 34- 306.76 YIDE COL. 177 34129.19 34- 820.59 YIDE COL. 177 34749.74 33- 1474.54 YIDE COL. 33325.24 3- 1141.10 YIDE COL. 37 51584.14	PARIS 1/2811, 1C/2164, 1B/2144 PARIS 3/2817, 1/2818 L.T. 2/2164, 3/2812.	PARIS 12113, 12483, PARIS 12199, (1207, 12805, A/14074) (C.R. NO. 4/5548) L.T.A. C.R. NO. 555

9. Ground Part due to Govt.	10. Name of Person or Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Description of Title
(A)-A	(A)-A-[MERS SASSOH MILLS LTD.]	(A)-YIDE C.S. NO. 142 OF THIS DIVISION.	- M1 -
(B)-B	(B)-B-[MERS MILLS LTD.]	(B)-[THE NAME OF 'A' IN COL. 10 CHANGED TO 'B' IN COL. 10 BY SPECIAL RESOLUTION PASSED AT AN EXTRA ORDINARY GENERAL MEETING OF THE COMPANY HELD ON 29.4.1944]	
(C)-C	(C)-C-[BACHARIL BACHARIL COTTON MILLS LTD.]	(C)-[THE NAME OF 'B' IN COL. 10 IS CHANGED TO 'C' IN COL. 10 BY A SPECIAL RESOLUTION PASSED AT AN EXTRA ORDINARY GENERAL MEETING OF THE COMPANY HELD ON 10.8.1950]	
(D)-D	(D)-D-[MADRAS SPINNING AND WEAVING COMPANY LTD.]	(D)-[DEED NO. 4142] DEED OF CONVEYANCE DT. 22.10.1962 FROM 'C' IN COL. 10 TO 'D' IN COL. 10 FOR RS. 98,00,000/- OUT OF WHICH RS. 35,00,000/- IS FOR THIS LAND	
(E)-E	(E)-E-[PIRAMAL SPINNING AND WEAVING MILLS LIMITED]	(E)-[DEED NO. 2514] CONVEYANCE DATED 4.4.1970 FROM 'D' IN COL. 10 TO 'E' IN COL. 10 FOR RS. 15,00,000/- OUT OF WHICH RS. 20,00,000/- IS FOR THIS LAND.	
(F)-F	(F)-F-[MADRAS WEIGH REALTY & TEXTILES LIMITED]	(F)-[THE CERTIFICATE OF INCORPORATION ON CHANGE THE NAME OF THE COMPANY FROM 'E' IN COL. 10 TO 'F' IN COL. 10 ISSUED BY THE DT. REGISTRAR OF COMPANIES, MAHARASHTRA, MUMBAI YIDE CERTIFICATE NO. 2008 DT. 31ST JULY 2003 YIDE N.R. NO. 409/2003]	
(G)-G	(G)-G-[MADRAS WEIGH REALTY LIMITED - LESSORS -]	(G)-[THE CERTIFICATE OF INCORPORATION ON CHANGE THE NAME OF THE COMPANY FROM 'F' IN COL. 10 TO 'G' IN COL. 10 YIDE CERTIFICATE NO. 1-65990 NO. 1978 DT. 2030 DT. 07-09-2007 ISSUED BY DT. REGISTRAR OF COMPANIES MAHARASHTRA YIDE 4.2. NO. 311/2007]	
(H)-H	(H)-H-[WEST-COST INDUSTRIES] 1-[WEST-COST-APPEALS] 2-[WEST-COST-ROSTERT-PRODUCTS] [LESSEES FOR AN AREA OF 1895.06 SQ. METRS.]		
(I)-I	(I)-I-[TOTAL MARRAHOE BANK LTD. (LESSEES FOR AN AREA OF 1895.06 SQ. METRS.)]		
(J)-J	(J)-J-[MARRAHOE IT INFRASTRUCTURE PRIVATE LIMITED - LESSEES FOR AN AREA OF 1895.06 SQ. METRS.]		

15. Original Title From Copy, if any	16. Case from Public Copy of Proceeding	15. Bond Not due to Public Book or Fairlead	16. Special Agents, Initial
<p>(1)-ORDER NO. 2131/1981 LEASE FOR CONFORMANCE OF 1-2-1981 FROM THE COLLECTOR N. J. L. IN COL. 10 FOR RS. 1,18,00,000/- INTEREST OF 90% (1134.65) + 190.00 + 221.00 = 1595.65 RS. PER ANNUM</p> <p>(2)-ORDER NO. 2144/2007 ASSIGNMENT AT 30-3-2007 FROM "T. T. S." IN COL. 10 FOR RS. 1,42,71,000/-</p> <p>(3)-ORDER NO. 2145/2008 ASSIGNMENT AT 27-1-2008 FROM "K" IN COL. 10 FOR RS. 37,75,00,000/-</p> <p>FILE NO. 2131/2008</p>	<p>- Nil -</p>	<p>(4,8,9,9,1)-30/-15,7,11,30/-15,7,11 SUPT.</p> <p>(6)-30/-20-11-06,30/-20-11-06 SUPPL. N. C. S. I. R.</p> <p>(9,11)-30/-19-11-08,30/-15-11-08 SUPPL. N. C. S. I. R.</p> <p>(11)-30/-19-11-08,30/-15-11-08 SUPPL. N. C. S. I. R.</p>	

17. Remarks	17. Remarks
<p>-1-ASSESSMENT IS LEVIED AS PER T. A. ACT OF 1969 & WIDE ORDER NO. REV-1/1981/1982, S. NO. 21147 DT. 27.9.78 ISSUED BY THE COLLECTOR JMMH & S. J. KISHORE AMBITION BRANCH, BHAY CITY. ORDER IS FILED IN FILE NO. S/1/1981/1982.</p> <p>30/-3,10.</p>	<p>ASSESSMENT LEVIED/FILED AS PER T. A. ACT, 1969 and wide Col. No. 17 for first 10 years</p> <p>(i) 1-8-1981 to 31-7-1982 Rs. 3827.40 P.A.</p> <p>(ii) 1-8-1982 to 31-7-1983 Rs. 9354.00 P.A.</p> <p>(iii) 1-8-1983 to 31-7-2001 Rs. 19112.00 P.A.</p> <p>(iv) 1-8-2002 to 31-7-2011 Rs. 23665.00 P.A.</p> <p>For last 10 years</p> <p>(v) 1-8-2012 to 31-7-2021 Rs. 3827.40 P.A.</p>
<p>-1-AN AREA OF 366.41 SQ. YARDS I.E. 366.70 SQ. METERS HAS BEEN REQUESTED FROM THIS WILDFIRE AND ADDED TO C.S. NO. 71 OF THIS DIVISION. FURTHER AN AREA OF 142.22 SQ. YARDS I.E. 142.53 SQ. METERS IS REQUESTED FROM C.S. NO. 71 OF THIS DIV. AND ADDED TO THIS HOLDING AS PER JOINT LEGAL OPINION DATED 12.8.1991 ISSUED BY MEMBERS OF BOTH C.S. NOS. BEFORE HON'BLE JUDGE, DISTRICT COURT AND DISTRICT SURVEY SEPARATION PLAN ISSUED BY SURVEY OFFICER (STATE) WIDE HIS LETTER NO. STATE/12955/L.B. DATED 3.1.1991 AND AS PER SITE MEASUREMENT CARRIED OUT BY THIS OFFICE ON 6.11.91 WIDE N.O. NO. 3/91-92.</p>	<p>ASSESSMENT IS LEVIED AS PER T. A. ACT OF 1969 & WIDE ORDER NO. REV-1/1981/1982, S. NO. 21147 DT. 27.9.78 ISSUED BY THE COLLECTOR JMMH & S. J. KISHORE AMBITION BRANCH, BHAY CITY. ORDER IS FILED IN FILE NO. S/1/1981/1982.</p> <p>30/-3,10.</p>

17. Remarks	
<p>-1-AN AREA OF 366.41 SQ. YARDS I.E. 366.70 SQ. METERS HAS BEEN REQUESTED FROM THIS WILDFIRE AND ADDED TO C.S. NO. 71 OF THIS DIVISION. FURTHER AN AREA OF 142.22 SQ. YARDS I.E. 142.53 SQ. METERS IS REQUESTED FROM C.S. NO. 71 OF THIS DIV. AND ADDED TO THIS HOLDING AS PER JOINT LEGAL OPINION DATED 12.8.1991 ISSUED BY MEMBERS OF BOTH C.S. NOS. BEFORE HON'BLE JUDGE, DISTRICT COURT AND DISTRICT SURVEY SEPARATION PLAN ISSUED BY SURVEY OFFICER (STATE) WIDE HIS LETTER NO. STATE/12955/L.B. DATED 3.1.1991 AND AS PER SITE MEASUREMENT CARRIED OUT BY THIS OFFICE ON 6.11.91 WIDE N.O. NO. 3/91-92.</p>	<p>ASSESSMENT IS LEVIED AS PER T. A. ACT OF 1969 & WIDE ORDER NO. REV-1/1981/1982, S. NO. 21147 DT. 27.9.78 ISSUED BY THE COLLECTOR JMMH & S. J. KISHORE AMBITION BRANCH, BHAY CITY. ORDER IS FILED IN FILE NO. S/1/1981/1982.</p> <p>30/-3,10.</p>

F-45 PER THE PROVISION FROM REGULATION 58 OF DC REGULATION 1991 AN AREA OF 1424.54 SQ METRS BEING 278 ANNONA COMPANAM/ DEVOIDED FROM THIS HOLDING & SHOWN UNDER SUR-DIV/1060 C.S. NO. 24/142 OF THIS DIVISION

VIDE ANNONA LETTER NO. E/3454904 D/VE. (MS/2008/2097) 01-31-07
DATE OF POSSESSION 13-09-2008
VIDE N.R. NO. 677/2008
F-45 PER THE PROVISION OF REGULATION 58 OF DC REGULATION 1991 AN AREA OF 1741.10 SQ METRS BEING 333 RE COMPANAM DEVOIDED FROM THIS HOLDING AND SHOWN UNDER SUR-DIV/1060 C.S. NO. 28/142 OF THIS DIVISION
LETTER NO. 104/C/55-17-01-12-3-2008
DATE OF POSSESSION 5-3-2008
VIDE K.C. NO. 120/2008
SO/-15-21-08 SO/-25-11-08 SUPPL. M.C.S. & L.R.

F-VIDE CNL. 17 & FOR C.S. NO. 28/142 PL. SEE PAGE 99 OF VOL. 229A

F-VIDE CNL. 17 & FOR C.S. NO. 28/142 PL. SEE PAGE 100 OF VOL. 229A

Name of Applicant: PRANDEEP K. MENHA
Date of Application: 18/11/2011
Fee recovered: Rs. 1111150.00
Reference of Issue: 218111020115
Date of Issue: **23 NOV 2011**

(Rectangular [] brackets shows entry deleted)

Note :- This is a true copy of the extract of C.S. Register which forms part of this office record and the area of the property referred to therein is 1586.14 Sq. meters.
(INLET ONE THOUSAND FIVE HUNDRED EIGHTY FOUR FOUR FORTY FIVE SQ. METERS ONLY)
which has been verified with the original record and found correct.

Superintendent
Rajshahi City Survey and Land Records



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
उद्योग संचालनालय
DIRECTORATE OF INDUSTRIES

सी-२९०४
दि. ३० AUG २००८
क.उस/मात/मॅराथॉन नेक्स्टजेन इनोव्हा/१६६/२००८

प्रति,
म. मॅराथॉन नेक्स्टजेन रियॅलीटी लि.,
पेनिन्सुला कॉर्पोरेट पार्क समोर,
मंगपतराव कदम मार्ग, लोअर परेल,
मुंबई - ४०० ०१३.

विषय: - खाजगी क्षेत्रातील माहिती तंत्रज्ञान उद्यानास १०० टक्के अतिरिक्त
चटई क्षेत्र निर्देशांक मंजूर करण्याबाबत.

“मॅराथॉन नेक्स्टजेन इनोव्हा”, (Marathon Nextgen INNOVA)

संदर्भ: - १) सर्वश्री. मॅराथॉन नेक्स्टजेन रियॅलीटी लि., यांचे अर्ज
दि. १७/०७/२००८

२) नगर विकास विभागाचा आदेश क्र. टीपीएस-२००४/६८७
सीआर-२६/०४/युडी-१३, दिनांक २०/०५/२००४.

३) मुंबई महानगरपालिकेचे इंग्रजी पत्र क्र. 113/9386/CIS-A,
दि. ०९/०९/२००८

महोदय,

सर्वश्री. मॅराथॉन नेक्स्टजेन रियॅलीटी लि., यांचे सीएस नं. ३/१४२, लोअर परेल, मुंबई
क्षेत्रात “मॅराथॉन नेक्स्टजेन इनोव्हा (Marathon Nextgen INNOVA)”, या माहिती तंत्रज्ञान उद्यानास
उद्यान संचालनालयाने No.DI/IT/L.OI/Marathon Nextgen INNOVA/166/2007-B-3111
दिनांक २४/०१/२००८ च्या इरादापत्रान्वये मान्यता दिली आहे. महाराष्ट्र शासनाच्या महानगर
तंत्रज्ञान व माहिती तंत्रज्ञान सहाय्यभूत सेवा धोरणांमध्ये जाहीर केल्याप्रमाणे भागदत्ता महानगर
उद्यानांना १०० टक्के अतिरिक्त चटई क्षेत्र निर्देशांक देय करण्यात आला आहे.

घराना संख्या ११२ मधील तरतुदीनुसार, "मॅराथॉन नेक्स्टझेन इन्वॉल्व्ह (Maharashtra Nextgen INNOVA)", या माहिती तंत्रज्ञान उद्योगास खालील अटीवर १०० टक्के अतिरिक्त चटई क्षेत्र निदेशांक मंजूर करण्यास या कार्यालयाची हरकत नाही.

१. सर्वश्री. मॅराथॉन नेक्स्टझेन रियॅलीटी लि., मुंबई यांनी यासाठी निष्ठाप्रमाणे विहित अधिमूल्य भरून मुंबई महानगरपालिकेच्या विकास नियमावलीच्या प्रचलित नियम, अटी व शर्तीनुसार इमारत नकाशे मंजूर करून घेणे आवश्यक राहिल. तसेच सर्व अटींची/शर्तींची पूर्तता करणे सर्वश्री. मॅराथॉन नेक्स्टझेन रियॅलीटी लि., मुंबई यांचेवर बंधनकारक राहिल.
२. सर्वश्री. मॅराथॉन नेक्स्टझेन रियॅलीटी लि., मुंबई यांनी अतिरिक्त चटई क्षेत्राप्रमाणे नकाशे मंजूर प्रमाणे माहिती तंत्रज्ञान उद्योगाचे बांधकाम पूर्ण झाल्यावर त्यापैकी कमीत कमी २० टक्के बांधकाम क्षेत्रफळ फक्त माहिती तंत्रज्ञान उद्योग घटकक्रमासाठी वापरणे बंधनकारक राहिल. इमारतीचे एकूण ८० टक्के बांधकाम माहिती तंत्रज्ञान उद्योगासाठी वापरले जाईल याची त्यांनी दक्षता घेणे बंधनकारक आहे.
३. अतिरिक्त चटई क्षेत्राप्रमाणे विजेची तसेच राखीव वीज निर्मितीची (विद्युत जनिवाच्या माध्यमातून) क्षमता उपलब्ध करून घेणे आवश्यक राहिल.



आपला विश्वास
[Signature]
उद्योग सह संचालक (मा.त.)
विकास आयुक्त (उद्योग) यांचेकरिता.

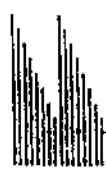
प्रति माहिती व योग्य त्या कार्यवाहीसाठी;

१. आचार्य, मुंबई महानगरपालिका, मुंबई.

२. उद्योग सह संचालक, मुद्रावि, मुंबई.

३. निवड नस्ती, माहिती तंत्रज्ञान शाखा, मुख्यालय, मुंबई- ४०० ०३२.

FILE:OIVA&I_FSI\Addl_FSI_100%25_INNOVA.dpc



Title Certificate

Re: Development rights of 12,000 square metres to be utilized on land admeasuring 2328.23 square meters forming part of Cadastral Survey No. 2/142 (Lower Parel Division) (hereinafter referred to as the Icon Land)

1. This title certificate pertains to the right, title and interest of Marathon IT Infrastructure Private Limited ('the Developer'), a company incorporated under the Companies Act, 1956 having its registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West), Mumbai 400 080 to the captioned land. By virtue of Development Agreement cum Deed of Surrender of Lease dated 2 June 2008 registered with the Sub Registrar of Assurances at Mumbai under Serial No. BBE-3/8399/2008 the Developer (Marathon IT Infrastructure Private Limited) has acquired development rights of 12,000 square metres to be utilized on the captioned land in the manner stated hereafter. We had given a title certificate on 27 November 2008 on the above subject. However, in view of certain development which have occurred subsequently we are now giving this title certificate.

2. We set out herein our understanding whereby the Developer (Marathon IT Infrastructure Private Limited), who is constructing a building, Marathon Icon, having a Built Up Area of 14,000 square meters, has acquired development right of 12,000 square metres in the said building being constructed on a portion of land

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covering a ground area of measuring 2328.23 square meters, which forms part of a larger piece of land bearing Cadastral Survey No. 2/142 (Lower Parel Division) of which particulars are given hereunder.

3. Marathon Nextgen Realty Limited (formerly known as Piramal Spinning & Weaving Mills Limited) – **the Owner** - by virtue of Deed of Conveyance dated 6 June 1970 registered with the Sub Registrar of Assurances at Mumbai under Serial No. 2534 of Book No. 1 dated 24 September 1971 had acquired immoveable property admeasuring 35,499.83 square metres bearing Cadastral Survey No. 2/142 (Lower Parel Division), which is indicated in black outline on a Plan annexed hereto and marked as **Annexure 'A'** and more particularly described in the First Schedule hereunder written (hereinafter **the Larger Property**).

4. The Mumbai Municipal Corporation had initially sanctioned a lay-out in respect of the Larger Property vide Order No. EN/9266/GL/AL dated 27 August 2003. Thereafter the said lay-out has undergone amendments from time to time and latest amendment to the lay-out has been sanctioned on 15 May 2009. As per the amended lay-out some of the portions of the Larger Property are identifiable on the plan (Annexure 'A') as follows:

- (a) A portion of the Larger Property is marked **D-6** on the plan (Annexure 'A') and this portion is indicated on the said plan in grey colour with the location of the buildings thereon identified in orange and blue on the said plan. This portion covers a ground area of 6,787.82 square meters on which

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a residential complex, comprising of four towers (Era I to Era IV) has been constructed consuming F.S.I. of 24,965.94 square meters (built-up).

- (b) A portion of the Larger Property is marked **D-5** on the plan (Annexure 'A') and this portion is indicated in blue hatched lines with the location of the building thereon identified in black outline on the said plan. This portion covers a ground area of 4,775.88 square meters on which an office building 'Innova' of ground and 10 upper floors has been constructed and in respect of which F.S.I. of 24,367.26 square meters (built-up) having been sanctioned, a part thereof has been consumed.
- (c) A portion of the Larger Property is marked **B-1** on the plan (Annexure 'A') and this portion is indicated in orange colour and covers a ground area of 1,424.54 square meters which has been handed over by the Owner to Maharashtra Housing & Area Development Authority (MHADA).
- (d) A portion of the Larger Property is marked **A-1** on the plan (Annexure 'A') and this portion indicated in grey hatched lines with the location of the building thereon indicated in red outline on the said plan. This portion covers a ground area of 933.27 square metres on which a building known as Marathon Emperor owned by the Owner, which consumes F.S.I. of 1,404.57 square meters (built-up), stood and has since been demolished.

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- (e) A portion of the Larger Property is marked A-2 & A-3 on the plan (Annexure 'A') and this portion is indicated in yellow colour with the location of the building proposed to be constructed thereon in red outline on the said plan. This portion covers a ground area of 2328.23 square meters on which a building, Marathon Icon, consuming F.S.I. of 12,000 square meters (built-up) is intended to be constructed. This portion, the Icon Plot, is subject matter of this title certificate.

5. The Owner had obtained approval of Municipal Corporation of Greater Mumbai for constructing a building, 'Marathon Innova', on portion of the Larger Property marked 'D-5' on the plan (Annexure 'A') consuming FSI of 19,201.86 square meters (built-up). A part of Marathon Innova has been constructed. As per sanction of Municipal Corporation it would be permissible for the Owner to construct currently balance potential ($5165 + 2000 = 7165$ square meters).

6. Letter of Intent dated 30 August 2008 has been issued by the Directorate of Industries, Government of Maharashtra granting approval to the Owner to establish a Private IT Park in respect of 'Marathon Innova' which would have a Built Up Area of 19,201.86 square meters, as per the IT & ITES Policy of the Government of Maharashtra read with Regulation 33(16) of the Development Control Regulations of Greater Mumbai. As a result the Owner is entitled to double the FSI, as consumed by IT & ITES Units in a Private IT Park on the terms

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and conditions contained therein, which would be the entitlement of building 'Marathon Innova'.

7. The Owner became entitled to additional FSI / Built Up Area of 19,201.86 square meters ("Additional IT FSI") in view of the aforesaid IT & ITES Policy read with DCR 33(16), which is permissible to be constructed on the Larger Property.

8. In terms of its policy the Directorate of Industries, Government of Maharashtra would permit the Owner to develop an IT Park by entering into a joint venture/joint development agreement with a group company/associate. Marathon IT Infrastructure Private Limited, the Developer, is a group company of the Owner.

9. As the Owner has granted development rights to the Developer permitting construction of building on the Icon Land, being the portions which are marked 'A-2' and 'A-3' respectively on the plan (Annexure 'A') and referred in paragraph 4 (c) above, some details in that regard are set out hereunder.

10. The details regarding land marked 'A-2' on the plan which admeasures 1695.06 square metres and described in the Second Schedule hereunder written and referred to as 'the Leasehold Plot' are as follows:-

(a) By a Deed dated 6 May 1991 registered with the Sub Registrar of Assurances at Mumbai under Serial No. PBBE 1403/91 the Owner had

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given on lease portions of the Leasehold Plot being pieces of land admeasuring 1284.06 square metres, 190 square metres and 221 square metres to West Coast Industries, West Coast Apparels and West Coast Hosiery Products.

- (b) On the Leasehold Plot there were three structures each admeasuring 10,379.63 square feet, 1375.75 square feet and 2737.62 square feet aggregating to 14493 square feet equivalent to 1346.43 square meters which have now been demolished

By diverse mesne assignment and ultimately by Deed dated 27 March 2008 registered with the Sub Registrar of Assurances at Mumbai under Serial No.2762/2008, the Developer became vested with the leasehold rights in respect of the Leasehold Plot as contained in the Deed dated 6 May 1991.

11. As regard the land marked 'A-3' on the plan, which covers a ground area of 633.17 square metres, there had been an existing ground floor structure thereon, which was in possession of the Owner and the same has now been demolished.

12. Thus, the lands which are marked as 'A-2' & 'A-3' on the plan cover ground area of 2328.23 square meters and this portion is indicated in yellow colour and is described more particularly in the Third Schedule hereunder written and shall be referred to as '**the Icon Plot**'.

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13. By a Development Agreement cum Deed of Surrender dated 2 June 2008 registered with Sub Registrar of Assurances at Mumbai under Serial No. BBF-3/8399/2008 executed between the Owner and the Developer (Marathon IT Infrastructure Private Limited) whereby *inter alia* the Developer has surrendered to the Owner the leasehold rights acquired by the Developer, as set out in paragraph 10 hereinabove. By the said Development Agreement it is recorded that it is permissible to construct on the Icon Plot a building having Built Up Area of 14,000 square metres which comprises of:

- (i) 4508.86 square meters of entitlement from Leasehold Plot which has been being surrendered to the Owner acquired through Deed of Assignment vide dated 27 March 2008;
- (ii) 7491.14 square meters of Additional IT FSI is made available to Marathon IT Infrastructure Private Limited by the Owner;
- (iii) 2000 square meters being the area constructed for the Owner and to be given to the Owner in terms of Development Agreement cum Deed of Surrender dated 2 June 2008;

By the said Development Agreement the Owner granted the Developer full, free, exclusive and uninterrupted development rights in respect of the Icon Plot permitting construction of the building having a Built Up Area of 14,000 square

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meters and it is agreed that out of the constructed area, the Premises in building would be distributed as under:

- (a) the Owner would be entitled to $1/7^{\text{th}}$ of the premises, which approximately would be 2000 square metres Built Up Area;
- (b) the Developer would be entitled to $6/7^{\text{th}}$ of the premises, which approximately be 12,000 square metres Built Up Area

In these circumstances, the Developer has, in terms of the said Development Agreement, become entitled to development rights of 12,000 square metres Built Up Area.

14. The Municipal Corporation has sanctioned plans in respect of Marathon Icon vide IOD No. EEBPC/4143/GS/A which have been amended from time to time, the last amendment having been sanctioned on 16 July 2011 whereby the Developer is permitted to construction on the Icon Plot. The construction of Marathon Icon is being undertaken in phases. At present Phase I is under construction, as per sanctioned plans which comprises of two levels of basement, ground floor, stackable parking and 13 upper floors. In Phase II additional 27 upper floors would be constructed and Marathon Icon would have aggregate of 40 upper floors.

15. As the holder of the development rights of 12,000 square metres Built Up Area in respect of the Icon Plot, the Developer is entitled to full free exclusive and

uninterrupted marketing of the Premises comprising of 12,000 square metres Built Up Area in Marathon Icon for users as permitted under the Maharashtra IT Policy subject to the mortgage as stated hereunder.

16. In connection with the marketing and sale of premises in Marathon Icon, the Developer clarified that:-

- (a) Certain portions of the building, Marathon Icon, shall be used for commercial purpose in accordance with IT/ITES policy of Govt., of Maharashtra with mutual understanding with the Owner.
- (b) It is proposed that the two levels of basement i.e. upper basement and lower basement and entire second floor of the building, Marathon Icon, shall be used for open/stilt/stackable car parking ('Car Parking Area').

17. We clarify that the under-mentioned mortgages and charges, which had been referred to in our title certificate dated 27 November 2008, do not create any fetter on the development right of 12,000 square metres Built Up Area acquired by the Developer as stated above and the details thereof are as follows:-

- (i) HDFC, a financial institution, being required, has against payment of Rs. 10,00,00,000, given its consent vide letter dated 9 June 2008 permitting the Owner to grant development rights to the Developer

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- (ii) The component of Additional FSI, which is the subject matter of this Agreement, does not relate to the incentive FSI attributable to the Built Up Area which had been mortgaged to Axis Bank and in any event payment to Axis Bank has been made and the Bank has released its charge.
- (iii) We are informed that:
- Mortgage dated 31 January 2007 registered with the Sub Registrar of Assurances at Mumbai under Serial No. 928 of 2007 in favour of HDFC;
 - Mortgage dated 7 July 2007 registered with the Sub Registrar of Assurances at Mumbai under Serial No. 6048 of 2007 in favour of HDFC; and
 - Mortgage dated 24 September 2007 registered with the Sub Registrar of Assurances at Mumbai under Serial No. 7796 of 2007 in favour of Axis Bank

do not pertain to the Icon Plot and the foregoing mortgages do not affect the development rights of 12,000 square metres Built Up Area granted to the Developer under the Development Agreement. We are further informed that in any event repayment having been made under the Mortgage dated 7 July 2007 and Mortgage dated 24 September 2007, HDFC and Axis Bank have reconveyed such right, as had been mortgaged to them.

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18. By a Deed of Mortgage dated 9 September 2011 registered with the Sub Registrar of Assurances at Mumbai under Serial No. 6653 of 2011 the Owner and Developer, who are Mortgagors therein have mortgaged the Icon Plot as also rights of 14,000 square metres Built Up Area in favour of Kotak Mahindra Bank Limited. The Deed has been rectified by Deed of Rectification dated 16 September 2011 and the same has been registered with the Sub Registrar of Assurances at Mumbai under Serial No. 6775 of 2011.

19. We have caused to be taken search in Sub Registrar's office in respect of land bearing C.S. NO. 2/142 (Lower Parel Division) from 2008 to March 2013. We have perused the Search Notes taken by Ankush Bhagutre, Search Clerk and find that except for the Deed of Mortgage dated 9 September 2011 there are no other charges or encumbrances registered in respect of the Icon Plot. We have not taken search in the Registrar of Companies in respect of the charges that may be registered in respect of the assets of the Owner (Marathon Nextgen Realty Limited) and in respect of the assets of the Developer (Marathon IT Infrastructure Private Limited).

20. Mr. Chetan Shah, who is director of the Owner Company and is also director of the Developer has made a Declaration dated 15 April 2013 to the effect that the factual statements contained in this Title Certificate are to his knowledge and the same are true and correct.

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21. In these circumstances, we hereby certify that subject to the Mortgage dated 9 September 2011 in our opinion the title of the Owner (Marathon Nextgen Realty Limited) in respect of the Icon Plot, which is marked 'A-2' & 'A-3' on the plan (Annexure 'A') and indicated thereon in yellow and more particularly described in the Third Schedule hereunder written is marketable and free from encumbrances and consequently the Owner was entitled to enter in the Development Agreement dated 2 June 2008 and the Owner is entitled to the 1/7th of the premises, which approximately would be 2000 square metres Built Up Area.

22. We further certify that subject to the Mortgage dated 9 September 2011, the Developer (Marathon IT Infrastructure Private Limited) is entitled to the development rights in respect of the Icon Plot and to the full free, exclusive and uninterrupted marketing of the premises to the extent of 12,000 square meters of Built Up Area, as per Maharashtra IT Policy, for the building "Marathon Icon".

The First Schedule Above Referred To:
(being description of the Larger Property)

Piece of land as indicated in black outline on the plan Annexure '1' hereto with buildings thereon within the island city of Mumbai bearing Cadastral Survey No. 2/142 (Lower Parel Division) admeasuring as per records of the property register card 34,749.78 square meters and on actual measurement found to be 35,499.83 square meters and which lands are now subject matter of a scheme of lay-out sanctioned by the Mumbai Municipal Corporation vide Order bearing No.

FB/9266/AL dated 27 August 2003, which has been amended from time to time the last amendment being sanctioned vide Order dated 15 May 2009 and bounded as follows:

- On North : By boundary wall and chawls and/or premises formerly occupied by Noble Paints & Varnish Company Private Limited and now by buildings known as Yugarambh and Mahavir Darshan
- On South : By the property of Phoenix Mills Limited now known as Phoenix High Street.
- On East : By private passage now known as Veer Santaji Marg (leading to Ganpatrao Kadam Marg) and further east by Kewal Industrial Estate.
- On West : Partly by the property of Goodlass Wall Paint Company Limited now known as Goodlass Nerolac Company Limited and partly by Mahalaxmi Flats Estate occupied by Mahalaxmi Industrial Estate abutting Drainage Channel Road now known as Dainik Shivner Marg.

THE SECOND SCHEDULE ABOVE REFERRED TO
(the Leasehold Plot)

All that piece or parcel of land marked 'A-2' on the plan (Annexure 'A') forming part of the Larger Property admeasuring 1695.06 square meters being a portion of Cadastral Survey No. 2/142 (Lower Parel Division), Mumbai Island City, Ganpatrao Kadam Marg, Lower Parel, Mumbai and bounded as follows that is to say :

- On or towards North : by boundary walls and chawls and/or premises occupied by Nobel Paints and Varnish Co Private Limited and others

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- On or towards South : by the internal road and lawn of Piramal Spg & Wvg. Mills Limited
- On or towards East : by Building No 13, main office of Piramal Spg & Wvg. Mills Limited
- On or towards West : by Building No 11, being the cloth store of Piramal Spg & Wvg. Mills Limited

THE THIRD SCHEDULE ABOVE REFERRED TO
(the said Icon Plot)

All that piece or parcel of land marked 'A-2' & 'A-3' on the plan (Annexure 'A') coloured yellow thereon admeasuring 2328.23 square meters being part of the Larger Property bearing Cadastral Survey No. 2/142 (Lower Parel Division), Mumbai Island City, Ganpatrao Kadam Marg, Lower Parel, Mumbai and bounded as follows that is to say :

- On or towards North : by boundary walls and chawls and/or premises occupied by Nobel Paints and Varnish Co Private Limited and others
- On or towards South : by the internal road of Marathon Nextgen Realty Limited
- On or towards East : by Building No 13, Marathon Emperor Building
- On or towards West : by Recreation Ground

Dated this 16th day of April 2013

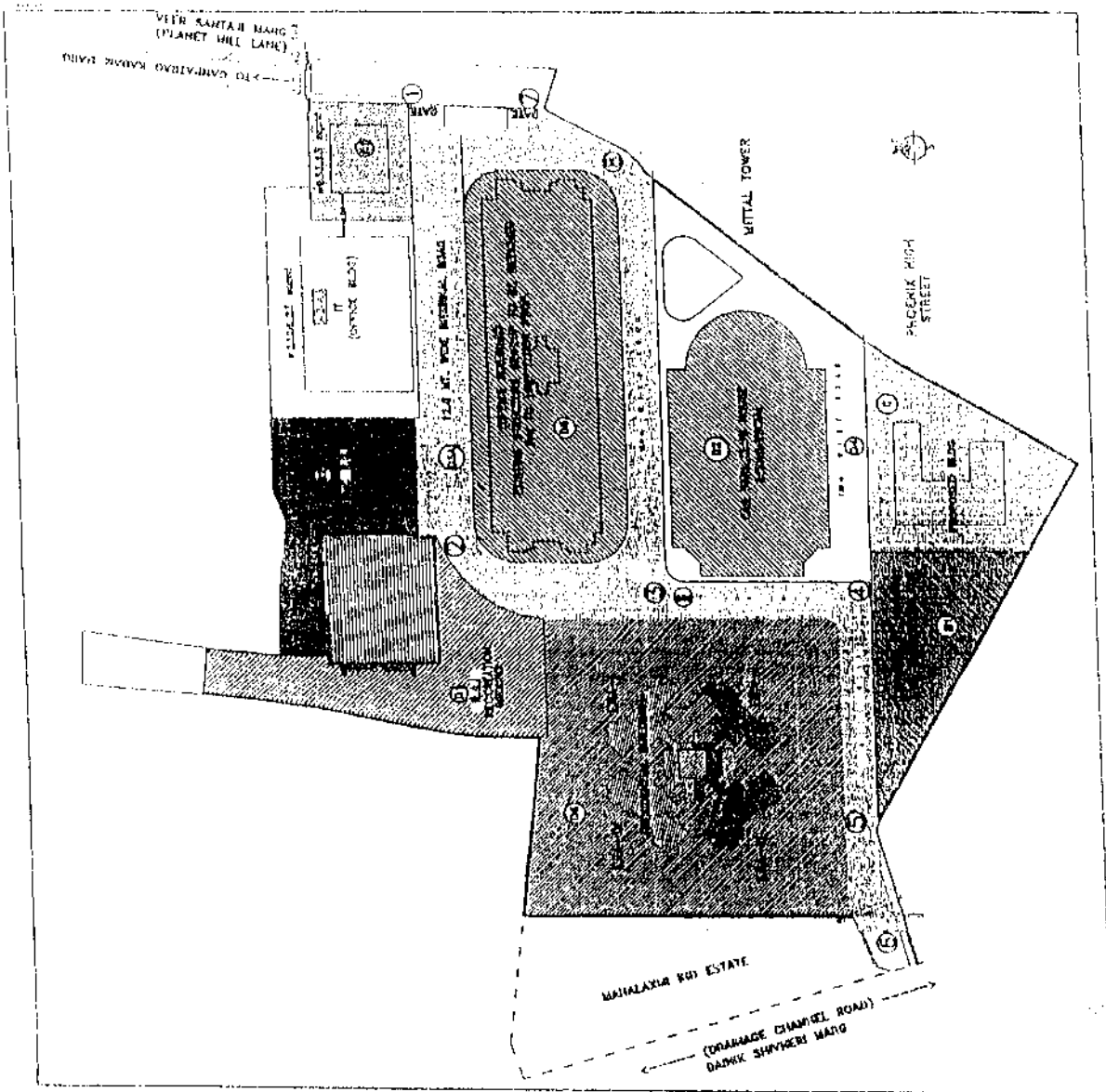
For Mahimtura and Company

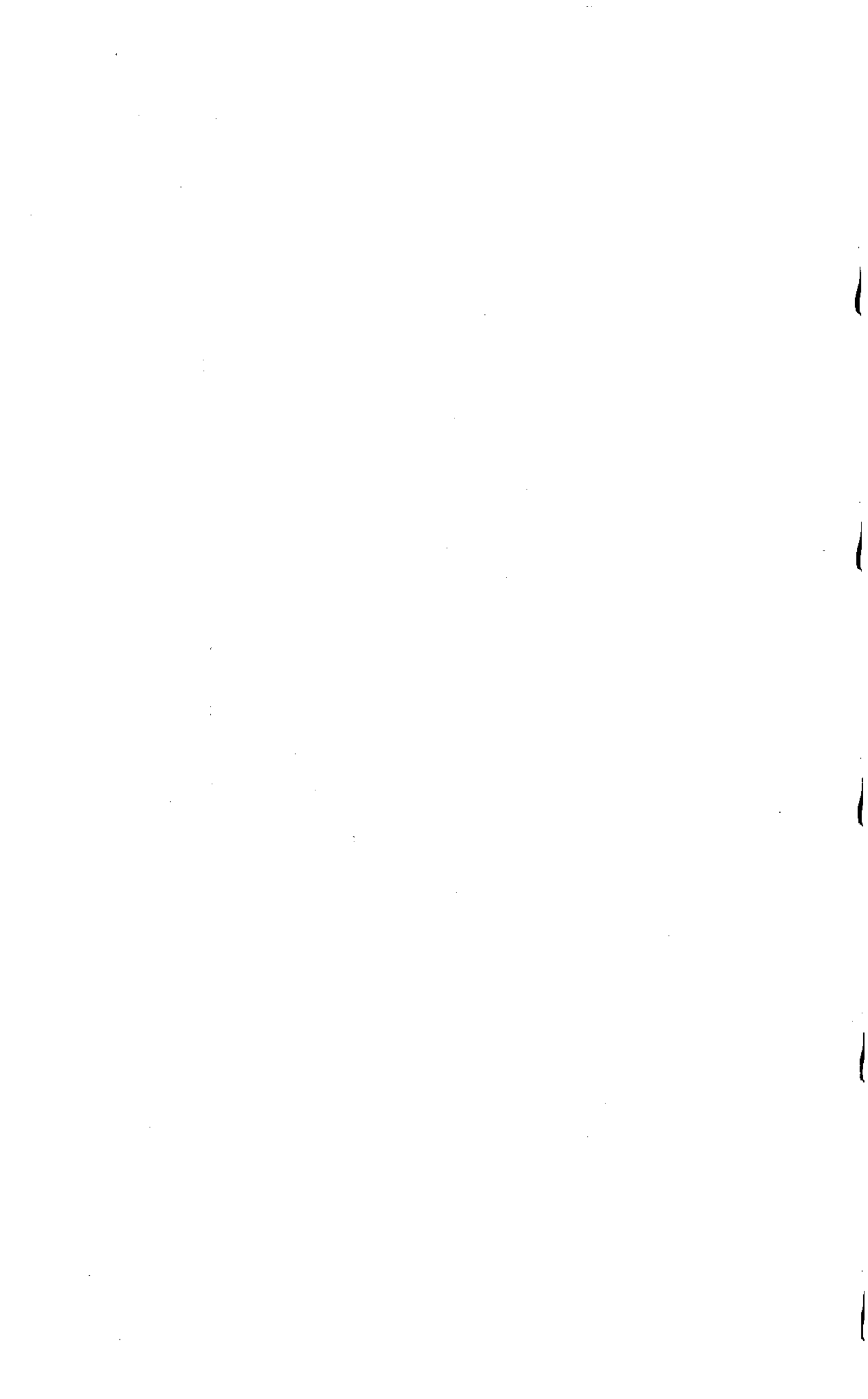


Proprietor

ANNEXURE 'A'
(to the Title Certificate dated 16 April 2013)

Annexure





महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
उद्योग संचालनालय
DIRECTORATE OF INDUSTRIES
New Administrative Building, Opp Mantralaya, Mumbai-400032.
☎ 22026308 / 22023477 / Fax- 22026826, E- Mail - dii@maharashtra.gov.in

No. DI/IT/Registration/Marathon Nextgen Innova & Icon/416/2016 } C-153

Date :

To,

04 JAN 2016

M/s Marathon Nextgen Realty Ltd.
Marathon Futurex, Mafatlal Mills Compound,
N.M. Joshi Marg, Lower Parel(W),
Mumbai 400 013

Sub : - Registration to Private Information Technology Park,
"Marathon Nextgen Innova & Icon"

Ref : - 1) Your application letter dated 26/11/2015.

2) Occupation Certificated issued by MCGM,

1. No.EEBPC/9066/GS/A, dtd 17/08/2013 (Full OC-Bldg.7)

2. No.EB/4143/GS/A, dtd 22/06/2015 (Part OC-Bldg.2)

With reference to your above application, Permanent Registration is hereby granted to you as Private Sector Information Technology Park, as per details here under :-

- (1) Name of the applicant Company /Developer with full address. : M/s Marathon Nextgen Realty Ltd.
Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel(W), Mumbai 400 013.
- (2) Name of the Information Technology Park. : " Marathon Nextgen Innova & Icon "
- (3) Address of Information Technology Park
i] Survey Nos./Plot Nos. : S. No. 2/142 of Lower Parel
ii] Village/Town/ City : Lower Parel
iii] Taluka/District : Mumbai.
- (4) Total Area (Square Meter) : 14437.56
Area under ownership (Square Meter) : 14437.56
- (5) Details of Built up area as per Building Plan.
- (6)

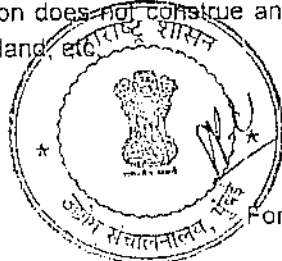
Total Area of Plot M ²	Built up Area M ²	BUA for IT unit M ²	BUA occupied by IT unit M ²	BUA for proposed support services M ²	No. of Parking slots
14437.56	36886.37 (BUA for which OC obtained 34730.92)	29509.10 (80%)	21592.59 (58.54%)	7377.27 (20%)	443

[Handwritten Signature]

- (6) Feeder Line/ Sub-station provided : Independent power feeder line up to dedicated sub-station in the premises of the IT Park for power supply of 2768.59 KW power will be supplied to the IT Park as per applicant company 's submitted load sanction letter from TATA Power Co. Ltd. & BEST
- (7) Stand by Power Generation : DG set of 1 x 650 & 1 x 125 KVA capacity in the premises of the Information Technology Park as per Energy Department letter dated 12/05/2015 & 9/3/2006.
- (8) Connectivity In Mbps : 2 Mbps, as per TATA Teleservices (Maharashtra) Ltd. letter dated 03/11/2015.

This certificate is issued subject to following condition.

- i) The company/developer will Sale/Lease not less than 80% of the total BUA to IT/ITES and remaining area but not more than 20% for support services (excluding car parking). The premises vacated by the IT/ITES would be occupied from same category activity proposed unit.
 - ii) In case the company/developer seeks any change in IT Park, such as change in management, change in Name of IT Park etc, the developer shall inform this office & get them specially approved from the Competent Authority.
 - iii) The company/developer is bound to submit up-to-date information every six months for the calendar period of 1st January to 30th June and 1st July to 31st December for each year, regarding management of IT Park, activities carried out in the IT Park, name of IT/ITES with area occupied by each of them, investment made by IT/ITES and number of employment generated etc.(As per prescribed proforma)
 - iv) The developer shall always maintain 80%, 20% ratio of built up area for IT/ITES & support services respectively.
 - v) In case the developer violets any conditions stipulated under IT/ITES Policy 2009 & 2015, the Registration will be automatically stand withdrawn. The developer will not be eligible to claim any damages due to withdrawal of Registration.
 - vi) If it is found that the BUA in the park is being used for non-IT/ITES / commercial activities / any other activity not permitted as per the IT/ITES policy under which the said park was approved, a penal action will be taken; the payment will be made to the concerned planning authority and government in the ratio of 3:1
 - vii) Local development authority would verify, in view of IT/ITES Policy 2015, the built-up area use of this IT Park. Suitable action may be initiated by local development authority on developer not complying with the norms of IT Park.
- This Registration does not constitute any Approval for construction/Built up Area and title of the land, etc.



(S. V. Patil)

Joint Director of Industries (IT)
For Development Commissioner (Inds.)

Copy to: -

1. The Municipal Commissioner, Municipal Corporation of Greater Mumbai, CST, Mumbai.
2. Joint Director of Industries (MMR), Chunabhatti, Mumbai.
3. Select File, Information Technology Branch, Head Office, Mumbai - 400 032.

MUNICIPAL CORPORATION OF GREATER MUMBAI

EB/4143/GS/A 29/3/14

To
Owner
M/s Marathon I.T. Infrastructure Pvt. Ltd.,
702, Marathon Max,
Mulund Goregaon Link Road,
Mulund (W), Mumbai - 400 080

Ex. Eng. Bldg. Proposal (City) - I
E Ward, Municipal Office, 3rd Floor,
10, S. K. Hazurda Marg, Byculla,
Mumbai - 400 008

Sub: Part occupation for proposed High Rise IT/BFSI office building No. 2 on plot bearing C.S. No.2/142 of Lower Parel Division at veer Santaji Marg, Plannet Mil Road, Lower Parel, Mumbai.

Ref: Your Architect's letter dated 14.11.2013.

WITHOUT PREJUDICE

Sir,

With reference to above letter, this is to inform you that there is no objection to occupy the part portion of bldg. under reference for Ground floor (still) & 3rd to 10th upper floor, which is constructed under supervision of Architect Shri Santoshkumar Dubey (Regn. No.CA/33133) and Regd. Structural Engineer Shri Achyut Watve (Regn.No.STRAW/10) subject to following conditions :-

- 1) That the certificate under Section 270-A of M.M.C. Act shall be submitted before asking B.C.C.
- 2) That all conditions of I.O.D / amended letter shall be complied before asking full O.C.
- 3) That the internal additions/alterations if any shall be got approved from M.C.G.M. office.
- 4) That the following documents shall be compiled, preserved and handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M.
 - (a) Ownership documents;
 - (b) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans.
 - (c) Copies of soil investigation reports.
 - (d) R.C.C. details and canvass mounted structural drawings.
 - (e) Structural Stability Certificate from Licensed Structural Engineer.
 - (f) Structural Audit Reports.
 - (g) All details of repairs carried out in the buildings.
 - (h) Supervision certificate issued by the Licensed Site Supervisor.
 - (i) Building Completion Certificate issued by Licensed Surveyor/ Architect.
 - (j) NOC and completion certificate issued by the C.F.O.
 - (k) Fire safety audit carried out as per the requirement of C.F.O.

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

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

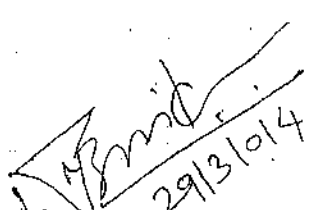
Yours faithfully,

s.d/-

**Executive Engineer
Building Proposals (City)-I**

No. EB/4143/GS/A 29/3/14

- Copy to :
1. ✓ The Architect,
Shri Santosh Dubey, M/s.Matrix,
702, Marathon Max,
Mulund Goregaon Link Road,
Mulund (W), Mumbai - 400 080
 2. Designated Officer 'G/S' Ward
 3. A.E.W.W. 'G/S' Ward.
 4. Dy A.&C. (City).
 5. E.E.(Vig.)(City)


29/3/14
**Executive Engineer
Building Proposals (City)-I**

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
उद्योग संचालनालय
DIRECTORATE OF INDUSTRIES
New Administrative Building, Opp Mantralaya, Mumbai-400032.
☎ 22026300 / 22023477 / Fax- 22026826, E-Mail - dia@mahara-hira.gov.in

No. DI/IT/Registration/Marathon Nextgen Innova & Icon/416/2015 / C-153

Date :

To,

04 JAN 2015

M/s Marathon Nextgen Realty Ltd.
Marathon Futurex, Mafatlal Mills Compound,
N.M. Joshi Marg, Lower Parel(W),
Mumbai 400 013

Sub : - Registration to Private Information Technology Park.
"Marathon Nextgen Innova & Icon"

Ref : - 1) Your application letter dated 26/11/2015.

2) Occupation Certificated issued by MCGM,

1. No.EEBPC/9066/GS/A, dtd 17/08/2013 (Full OC-Bldg.7)
2. No.EB/4143/GS/A, dtd 22/06/2015 (Part OC-Bldg.2)

With reference to your above application, Permanent Registration is hereby granted to you as Private Sector Information Technology Park, as per details here under :-

- (1) Name of the applicant Company /Developer with full address. : M/s Marathon Nextgen Realty Ltd.
Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel(W), Mumbai 400 013.
- (2) Name of the Information Technology Park. : " Marathon Nextgen Innova & Icon "
- (3) Address of Information Technology Park
- i] Survey Nos./Plot Nos. : S. No. 2/142 of Lower Parel
- ii] Village/Town/ City : Lower Parel
- iii] Taluka/District : Mumbai.
- (4) Total Area (Square Meter) : 14437.56
- Area under ownership (Square Meter) : 14437.56
- (5) Details of Built up area as per Building Plan.
- (6)

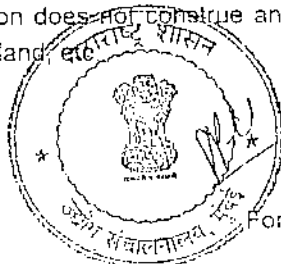
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[Handwritten Signature]

- (6) Feeder Line/ Sub-station provided : Independent power feeder line up to dedicated sub-station in the premises of the IT Park for power supply of 2768.59 KW power will be supplied to the IT Park as per applicant company 's submitted load sanction letter from TATA Power Co. Ltd. & BEST
- (7) Stand by Power Generation : DG set of 1 x 650 & 1 x 125 KVA capacity in the premises of the Information Technology Park as per Energy Department letter dated 12/05/2015 & 9/3/2006.
- (8) Connectivity In Mbps : 2 Mbps, as per TATA Teleservices (Maharashtra) Ltd. letter dated 03/11/2015.

This certificate is issued subject to following condition.

- i) The company/developer will Sale/Lease not less than 80% of the total BUA to IT/ITES and remaining area but not more than 20% for support services (excluding car parking). The premises vacated by the IT/ITES would be occupied from same category activity proposed unit.
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 - iii) The company/developer is bound to submit up-to-date information every six months for the calendar period of 1st January to 30th June and 1st July to 31st December for each year, regarding management of IT Park, activities carried out in the IT Park, name of IT/ITES with area occupied by each of them, investment made by IT/ITES and number of employment generated etc.(As per prescribed proforma)
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(S. V. Patil)

Joint Director of Industries (IT)
For Development Commissioner (Inds.)

Copy to: -

1. The Municipal Commissioner, Municipal Corporation of Greater Mumbai, CST, Mumbai.
2. Joint Director of Industries (MMR), Chunabhatti, Mumbai.
3. Select File, Information Technology Branch, Head Office, Mumbai - 400 032.

MUNICIPAL CORPORATION OF GREATER MUMBAI

EB/4143/GS/A dt. 17/05/16

✓ To
Owner
M/s Marathon I.T. Infrastructure Pvt. Ltd.,
702, Marathon Max,
Mulund Goregaon Link Road,
Mulund (W), Mumbai - 400 080

Ex. Eng. Bldg., Proposal (City)-I
New Municipal Building, C. S. No. 355 B,
Bhagwan Walmiki Chowk, Vidyalankar Marg,
Opp. Hanuman Mandir,
Salt Pan Road, Antophill, Wadak (East)
Mumbai 400 037

Sub: Part occupation for proposed High Rise IT/BFSI office building No. 2 on plot bearing C.S. No.2/142 of Lower Parel Division at veer Santaji Marg, Plannet Mill Road, Lower Parel, Mumbai.

Ref: Your Architect's letter dated 11.4.2016

WITHOUT PREJUDICE

Sir,

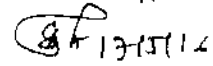
With reference to above letter, this is to inform you that there is no objection to occupy the part portion of bldg. under reference for 13th to 15th upper floors, which is constructed under supervision of Architect Shri Santoshkumar Dubey (Regn. No.CA/33133) and Regd. Structural Engineer Shri Achyut Watve (Regn.No.STRM/10) subject to following conditions :-

- 1) That the certificate under Section 270-A of M.M.C. Act shall be submitted before asking B.C.C.
- 2) That the balance conditions of I.O.D. / amended plan approval letters shall be submitted before asking full O.C.
- 3) That the internal additions/alterations, if any, shall be got approved from M.C.G.M. office.

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

Yours faithfully,


Executive Engineer
Building Proposals (City)-I

