

THE BHARAT CO-OP. BANK (MUMBAI) LT
(MULTI-STATE SCHEDULED BANK)
Goregaon / Mulund Branch

Receipt No. 130240 Date 18/12/11

Name and Address of Stamp duty Payee
TECHNIFLEX (AOP)
A.K. Indl. Estate, Veer Savarkar Estate,
S.V. Road, Goregaon (W), Mumbai - 400 062.

Tel. / Mobile No.: 93660000

Documents Name:

Frinking Value	Service Charges	Total Amount
No. of Doc. 1	No. of Doc. 1	
X Rs. 100	X Rs. 10	
=	=	
Rs. 100	Rs. 10	Rs. 110

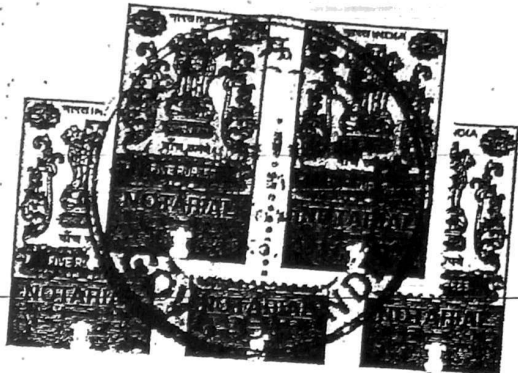
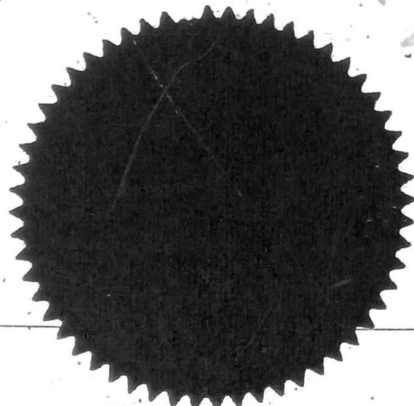
Rupees in words > One Hundred Ten Rupees.

Cash P.O. D.D. No. _____
P.O. / D.D. Drawn on: _____
Counter Party Name: _____
PAN No. _____



CERTIFIED

USHA SHEKHAR
Authorised Signatory



Existing

PREMISES MANAGEMENT AGREEMENT

THIS PREMISES MANAGEMENT AGREEMENT is made on this 20th day of December, Two Thousand Ten at Mumbai by and between (1) Mr. Ismail Jiwa Patel, (2) Mr. Usman Ismail Patel (3) Mr. Mohammed Salim Ismail Patel, (4) Mr. Abdul Rashid Ismail Patel, (5) Mr. Irfan Ismail Patel and (6) Mr. Fazle Karim Patel, all having common address at B-10, Balwa Nagar - I Road, Goregaon (West), Mumbai - 400 062, all adults, Inhabitants, hereinafter referred to as **"THE OWNERS"** which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their respective heirs, executors and administrators of the **ONE PART;**

The Bharat Co-Operative Bank
(Mumbai) Ltd., Goregaon Branch,
"Shivgiri" Plot No. 11,
Samant Estate, Goregaon(East),
Mumbai-400 063.
D-S/STP(V)/C.R.1069/02/96/148-15-

INDIA
STATE OF MAHARASHTRA
SPECIAL ADHESIVE
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AND

M/s. TECHNIPLEX, an Association of Persons, having its office at 4th floor, Techniplex – I, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West) Mumbai 400 062 represented by its authorised representative **Mr. Hussein Abdul Karim Balwa**, of Mumbai, Indian Inhabitants, hereinafter referred to as the **"MANAGERS"** (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the OTHER PART:

WHEREAS-:

1. By an Agreement to provide a Permanent Alternate Accommodation dated 31st day of March 2007, registered under Sl. No. BDR-5-2561-2007 with the Sub-Registrar of Assurances, executed by and between (1) Mr. Abdul Karim Ebrahim Balwa (2) Mr. Hussein Abdul Karim Balwa (3) Mr. Ismail Abdul Karim Balwa and (4) Mr. Umar Abdul Karim Balwa therein called the Developers of the One Part and (1) Mr. Ismail Jiwa Patel, (2) Mr. Usman Ismail Patel, (3) Mr. Mohammed Salim Ismail Patel, (4) Mr. Abdul Rashid Ismail Patel, (5) Mr. Irfan Ismail Patel and (6) Mr. Fazle Karim Ismail Patel, the Tenants therein, herein called the Owners of the Other Part, the said Developers agreed to provide to the Owners herein, Office Unit No. 13 on the 1st floor admeasuring about 1200.00 square feet of carpet area along with parking slot No. 31 on Podium-I as Permanent Alternate Accommodation more particularly described in the **Schedule** hereunder written, (the Office Unit bearing No. 13 and the

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parking Slot No. 31 on Podium-I, are hereinafter for the sake of brevity being collectively referred to as "the said premises") in the building known as Techniplex-I (hereinafter referred to as "Techniplex") constructed on plot bearing CTS No.928A Part of Village Pahadi, Goregaon (West) and CTS No. CTS No.73B Part, CTS No.73 C Part and CTS No.73D Part of village Chincholi in registration and sub registration sub-district of Bombay city and Bombay suburban admeasuring about 7877.16 square meters or thereabouts on the terms and conditions set out in the said Agreement to Provide an Alternate Accommodation.

2. The Developers, on receipt of the Occupation Certificate in respect of the said premises, have handed over the possession of the said premises to the Owners vide possession letter dated 5th July, 2010 and 18th October, 2010 and as such the Owners are in possession of the said premises and are, therefore, entitled to the said premises as Owners thereof.
3. The Owners are desirous of giving the said premises on leave and license basis, however, the Owners, on their own, are not in a position to approach, negotiate and deal with the prospective licensee.
4. The Owners have learnt that Etisalat DB Telecom Pvt. Ltd. (hereinafter referred to as "the Company") is looking for an additional space for itself or its nominee on leave and license basis in the building known as Techniplex for its expansion.

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5. The Owners have also learnt that the Company is interested in taking the entire First floor of the building known as Techniplex on leave and license basis and is not interested in dealing individually with each of the 15 office unit owners of the First floor.
6. In order to facilitate to offer the entire first floor of the building known as Techniplex to the Company on leave and license basis, all the 15 office unit owners of the first floor joined together and arrived at an understanding amongst themselves and decided to appoint a manager to whom all the 15 individual office units situated on the first floor of the building known as Techniplex will be given on Premises Management basis on the terms and conditions acceptable to the Company or its nominee and request the said manager in turn to offer all the 15 office units situated on the first floor to the Company or to its nominee on leave and license basis in his own name for a payment of an agreed management fees to the said manager.
7. The Owners are aware that the Managers herein are in the business of development and construction of Industrial Estates, Commercial buildings and I.T. Parks and also have the requisite knowledge and expertise in marketing of office space units and other units to the prospective national and multinational companies.
8. The Owners have, therefore, approached the Managers and have expressed to the Managers that they are desirous of appointing the Managers for the purpose of exclusively

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managing the said premises and giving the said premises on leave and license basis in its own name either as a separate unit or in combination with the remaining office units belonging to the other Owners situated on the first floor of the building known as Techniplex, to the Company or its nominee by removing the internal partition walls, if required.

9. The Managers have considered the proposal made by the Owners and have agreed to accept their appointment as the Managers of the Owners and have agreed to carry out the aforesaid activities for and on behalf of the Owners in respect of the said premises on payment of the agreed management fees.

10. The parties hereto are desirous of recording the terms and conditions that have been mutually agreed upon by and between them in the manner hereinafter appearing.

NOW THEREFORE THIS PREMISES MANAGEMENT AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- I. It is agreed by and between the parties hereto that the Recitals made hereinabove shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
- II. The Owners hereby appoint the Managers as their Managers for the purpose of exclusively managing the said premises being Office Unit No. 13 on the 1st Floor admeasuring about

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1200.00 square feet of carpet area along with parking slot No. 31 on Podium - I in the building known as Techniplex - I (hereinafter referred to as "Techniplex") more particularly described in the **Schedule** hereunder written (the Office Unit bearing No. 13 and the parking slots bearing No. 31 on Podium - I are hereinafter for the sake of brevity being collectively referred to as "**the said premises**") and for offering the said premises on leave and license basis to the Company or its nominee, in its own name, on such terms and conditions and at such license fee as the Managers shall deem fit and proper. The Owners hereby irrevocably permit the Managers to give the said premises on leave and license basis in its own name to the Company or its nominee and to execute the necessary Leave and License Agreement and other related documents required in respect thereof. The Owners, simultaneously, on execution of this Premises Management Agreement, have handed over the possession of the said premises to the Managers to facilitate the Managers to give the said premises on Leave and License basis to the Company or its nominee on the terms and conditions acceptable to the Company. It is hereby clarified that by virtue of this Premises Management Agreement, no rights of any nature whatsoever, are intended to be created in favour of the Managers in respect of the said premises or any part or portion thereof and that the Owners shall at all times be the absolute Owners of the said premises.

III. It is expressly agreed, declared and confirmed by and between the parties herein that this Premises Management Agreement will remain valid and will subsist until the validity

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of the Leave and License Agreement (with its renewal period of 18 years) executed by and between the Managers and the Company or its nominee. It is, however, expressly agreed, declared and confirmed by and between the parties herein that this Premises Management Agreement shall automatically come to an end on the expiry of the license period together with its renewal term or on the sooner determination of the Leave and License agreement executed by and between the Managers and the Company or its nominee.

IV. It is hereby expressly agreed, declared and confirmed by and between the parties herein that on the expiry of this Management Agreement or sooner determination of this Management Agreement, the Owners herein shall, at their own cost, construct the internal partition walls of the said premises which have been removed and demolished by the Owners themselves for enabling the amalgamation of all the 15 units situated on the first floor of the building known as Techniplex as a single office unit. It is also expressly agreed, declared and confirmed that the Managers shall in no way be responsible for the construction of the internal partition walls of the said premises in any manner whatsoever on the expiry of this Premises Management Agreement as provided herein.

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, the terms defined hereunder in this Article I, shall have the meanings herein specified unless the context otherwise requires.

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1.1 "Management/Managing" shall mean and include exclusively managing and offering the said premises to the Company or its nominee on Leave and License basis, to enter into Leave and License Agreement with the Company or its nominee for and on behalf of the Owners but in the name of the Managers with an irrevocable authority to the Managers to fix the license fees, to recover the license fees from the Company or its nominee in the name of the Managers, to pay municipal bills / taxes in each case, as per the provisions of this Premises Management Agreement and to attend meeting and vote at the meetings convened by the Organisation or the Company formed by the owners of all the office units of the building Techniplex on behalf of the Owners for effectively managing the said premises.

1.2 "Agreement" or "this Agreement" shall mean this Premises Management Agreement as originally executed and delivered, or, if amended, or supplemented.

1.3 The "Term of the Agreement" shall mean the term as specified in Article III hereto and renewal or extension hereof, as provided in Article IV in these presents.

ARTICLE II

Appointment of the Managers

2.1 The Owners do and each of them doth hereby expressly appoint the Managers and further grant exclusive and irrevocable right of Management to the Managers jointly and or severally in respect of the said premises during the

2022/23 2023/24
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2025/26 2026/27

subsistence of this Agreement and or any renewed term thereof.

2.2 Without prejudice to the rights of the Managers hereunder, it is specifically agreed by and between the Parties that the Managers shall be entitled to license the said premises to the Company or its nominee and the Managers shall also be authorized and entitled to execute Leave and License Agreements/Option Agreement /other related documents, etc., in their own name for an on behalf of the Owners as their Irrevocable Attorneys in respect of the said premises.

ARTICLE III

Term of Agreement

3.1 This Agreement shall commence from 20-12-2010 and shall continue to be in force upto 31-01-2029.

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ARTICLE IV A

Payment to the Owners

4.1 The Managers shall pay to the Owners the agreed amount in the manner set out herein below. The amounts that is to be received by the Owners shall hereinafter referred to as "the Owners Return":

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Period	Gross Pro - rata Monthly License Fee received from the Company	Less Management Fees of the Managers @7.50 % of the Gross Pro - rata Monthly License Fee received from the Company (7.50% of B)	Balance Gross Monthly Pro-rata Amount payable by the Managers to the Owners (Owners' Return) (B-C= D)
(A)	(B)	(C)	(D)
From 20-12-10 to 30-06-2011	NIL (Being Fitout Period)	NIL (Being Fitout Period)	NIL (Being Fitout Period)
from 01-07-11 to 30-06-2014	Rs. 1,12,300.77	Rs. 8,422.56	Rs. 1,03,878.21
From 01-07-14 to 30-06-2017	Rs. 1,25,776.86	Rs. 9,433.26	Rs. 1,16,343.60
from 01-07-17 to 30-06-2020	Rs. 1,40,870.08	Rs. 10,565.25	Rs. 1,30,304.83
from 01-07-20 to 30-06-2023	Rs. 1,57,774.49	Rs. 11,833.09	Rs. 1,45,941.40
from 01-07-23 to 30-06-2026	Rs. 1,76,707.43	Rs. 13,253.05	Rs. 1,63,454.38
from 01-07-26 to 31-01-2029	Rs. 1,97,912.32	Rs. 14,843.42	Rs. 1,83,068.90

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However, it is hereby expressly agreed, confirmed and declared by and between the parties hereto that from the Gross amount of the Owners' Return as described in Column D of the above table, the amount of Municipal Taxes and other taxes, if any, pertaining to the said premises, shall be deducted and the balance amount of the Owners Return will be paid to the Owners (subject to TDS wherever applicable). The Managers will provide the necessary proof to the Owners for having paid the Municipal Taxes and other taxes, if any.

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4.2 It is also expressly agreed by and between the parties hereto that the Owners shall become entitled to receive the Owners return from 1st July 2011. ("Owners Return Commencement Date"). The amount of Owners Return shall be paid by the Managers to the Owners on or before the 15th day of each and every English Calendar month, subject to deduction of tax at source (TDS).

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4.3 The Managers shall only be bound and liable to make the payments of the Owners Return to the Owners commencing from the Owners Return Commencement Date throughout the term of this Agreement, only if the Managers have started receiving or are receiving the license fee from the Company or its nominee under the said Leave and License Agreement from time to time.

ARTICLE IV B
Security Deposit

4.4 The Managers shall give Interest Free Security Deposit to the Owners an amount of **Rs. 6,23,269.26 (Rupees Six Lacs Twenty Three Thousand Two Hundred Sixty Nine and Paise Twenty Six Only)** equivalent to 6 months Owners' Return. The Managers shall only be bound and liable to make the payment of Security Deposit to the Owners within 6 working days from the date of receipt of the Security Deposit from the Company or its nominee under the Leave and License Agreement from the Company or its nominee.


4.5 The aforesaid Security Deposit shall be refunded by the Owners to the Managers on determination of this Agreement.

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ARTICLE V

Management Fees to the Managers

- 5.1 It is agreed by and between the parties hereto that the Manager shall be entitled to receive a management fee of 7.50 % of the gross license fee, from and out of the gross license fee received by the Managers from the Company or its nominee in lieu of the Managers carrying out the activities as set out herein.
- 5.2 It is agreed by and between the parties hereto that the Managers shall be entitled to receive and/or collect the license fee and such other amounts receivable on account of the Managers giving the said premises on leave and license basis to the Company or its nominee.
- 5.3 The Owners hereby expressly agree and undertake that save and except the amounts of Owners Return that is payable to the Owners by the Managers as stated in Clause No. 4.1 hereinabove, the Owners shall not be entitled to receive any other amounts from the Managers.
- 5.4 It is agreed by and between the parties hereto that the Owners shall not be entitled to call upon the Managers to render any accounts in respect of the said premises relating to the amounts receivable by the Managers on account of the license fees made by the Managers in respect of the said premises.


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ARTICLE VI

Managers to manage the said premises

- 6.1 The Owners hereby permit and grant the exclusive management rights to the Managers to manage the said premises including the right to attend and vote on their behalf at any meeting convened by the Organisation or the Company which may be formed by all the Owners of various Office units situated in the said building Techniplex and give the said premises to the Company or its nominee on a leave and license basis and for the purpose thereof the Managers are authorized to execute the Leave and License Agreement and other related documents in their own name with the Company or its nominee and lodge the same for registration with the sub-registrar of assurances at Mumbai.
- 6.2 It is hereby agreed by and between the parties hereto that the parties herein shall be bound and liable to abide by the covenants and conditions laid down in the Agreement to provide Permanent Alternate Accommodation dated 31.03.2007.

ARTICLE VII

Managers' Covenants

- 7.1 The Managers hereby covenant with the Owners that the Managers shall manage and look after the said Premises in prudent manners. The Managers shall enter into a Leave and License Agreement with the Company or its nominee wherein they will incorporate the following covenants which will be binding upon the Company or its nominee using the said premises in the following manner :

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- (a) Use the said premises or part thereof solely and exclusively for the purpose of its lawful business activities and it shall be used only for the permitted uses and the said premises shall be used in a prudent manner;
- (b) Not to bring into the said premises any explosive, combustible, harmful, dangerous and objectionable items and shall not carry out any illegal activities from and in the said premises;
- (c) The Company or its nominee will be permitted to make all necessary addition and alteration to the said premises to meet its requirements. The Company or its nominee shall be at liberty to bring and to fix or install its own furniture, fixtures and fittings etc., for the more beneficial and convenient use of the said premises and facilities for its business activities and upon determination or termination of Agreement with the Managers, the Company or its nominee shall be entitled to remove all moveable furniture and fixtures.
- (d) The Company or its nominee shall agree and confirm that all items brought by it in the said premises shall be kept in the said premises at its sole and absolute risk and it alone shall be responsible for making all necessary safety arrangements to secure its belongings from fire, riots, destruction, theft, pilferage, **damage**, loss etc. and will not hold the Owners the **Managers**

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responsible and/or liable for the loss of its belongings and also to insure against aforesaid risks at their own cost.

- (e) Perform, observe and comply with all the rules, regulations and other statutory provisions in force and prevailing from time to time and in so far and to the extent they are required to be observed by the Company or its nominee as the occupant for the time being of the said premises or any part thereof including obtaining of requisite licenses and permissions from competent authorities for carrying out its business in accordance with Agreement with the Managers.
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- (f) The Managers shall ensure that the Company or its nominee shall fully abide by all the Rules and Regulations that may be laid down by the Management of the TECHNIPLEX building wherein the said premises is situated and shall ensure that no breach in respect thereof is committed by the Company or its nominee.
- (g) Be at liberty to place its name board at the entrance of the said premises, however, it will be the sole responsibility of the Company or its nominee to apply for and obtain all necessary permissions and licenses and permits as per the law for the purposes of installing the said Board and the Company or its nominee shall alone be responsible for making payments of all deposits and fees and charges to all the concerned authorities for the same.

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- (h) Abide by the rules and regulations of the Municipal Corporation of Greater Mumbai, State Government, Union Government and any other law for the time being in force and terms and conditions under which the said premises are governed.

ARTICLE VIII

Owners' Covenants

- 8.1 The Owners hereby declare and confirm that have not created any sale, gift, mortgage, charge, lien, lease or any adverse right or any other encumbrance whatsoever or howsoever on the said premises and the said premises is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority. The said premises is not the subject matter of any litigation, nor is the same or any of them attached in execution of any decree. The Owners have not done any act, deed or thing or withheld any material facts by which, the rights of the Managers as the Managers would be impacted adversely. The Owners have the absolute right to deal with the said premises and to execute this Premises Management Agreement
- 8.2 The Owners hereby irrevocably assure, agree, declare and confirm that during the subsistence of this Agreement, the Owners shall not, directly or indirectly, in any manner, indulge into any act or deed that may prejudice and /or harm the interests acquired by the Managers under this Agreement.

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8.3 If the Owners herein desire to sell or transfer the said premises during the subsistence of this Premises Management Agreement then in that event the Owners hereby undertake that the said proposed sale and transfer shall be subject to this Premises Management Agreement and the Owners shall ensure that the proposed Purchaser or Transferee shall abide by all the terms and conditions of this Premises Management Agreement and the said purchaser and /or transferee shall execute a fresh and similar Premises Management Agreement in favour of the Managers herein and further the said purchaser and/or transferee shall undertake to refund the Security Deposit to the Managers as provided in this Premises Management Agreement.

ARTICLE IX

Common Area Maintenance charges

9.1 It is agreed by and between the parties herein that the Common Area Maintenance Charges in respect of the said premises shall be recovered from the Company or its nominee directly by the Managers and such amount shall not be included in the Gross amount receivable from the Company or its nominee for the purposes of payment of Owners Return and the Management Fees.

ARTICLE X

Nature of the Agreement / Termination of the Agreement

10.1 It is hereby expressly agreed, confirmed and declared that neither this Agreement nor anything contained herein shall be deemed to create interest of any nature whatsoever in favour of the Managers in the said premises either as a

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tenant or otherwise, it being the express intention of the parties that the relationship between the Owners and the Managers shall always be that of Owners and Managers and not that of a landlord and tenant.

10.2 It is hereby agreed by and between the parties hereto that the Managers shall not be entitled to terminate, revoke and cancel this Agreement during the subsistence and validity of the term of Leave and License Agreement (including the renewal thereof) entered into with the Company or its nominee.

10.3 It is hereby expressly agreed, declared and confirmed by and between the parties hereto that the Owners shall not be entitled to terminate, revoke and cancel this Agreement during the subsistence and validity of the term of Leave and License Agreement (including the renewal thereof) entered into by the Managers with the Company or its nominee.

ARTICLE XI

Original copies of this Agreement

11.1 This Agreement has been prepared and executed in two sets, one to be retained by the Owners and the other by the Managers.

ARTICLE XII

Force Majeure

12.1 The parties to this Agreement do hereby expressly agree and confirm that neither of the party shall be liable and or responsible to the other party for partial or total damage of

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the said premises on account of any of the following events such as an act of God, fire, flood, damage by the elements, peril of the sea or air, accident, lock-out or other labour disorders, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or due to any other cause beyond the control of the parties hereto. In any of the eventuality of what is stated hereinabove, this agreement shall come to an end and shall be deemed to be determined and or revoked, and none of the parties hereto shall make any claim of damages and or compensation and or raise any dispute against the other party for whatsoever reasons.

ARTICLE XIII

Notices

13.1 Any notice required to be served hereunder shall be sufficiently served on the Owners if sent by registered post acknowledgment due to the Owners address as aforesaid and in the case of the Managers at the Manager's address as aforesaid.

ARTICLE XIV

Suppression

14.1 This Agreement constitutes the entire agreement between the Owners and the Managers and supersedes all previous oral understandings and all the writings between the Parties herein.

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ARTICLE XV

Arbitration

15.1 In the event of any dispute or difference arising by and between the parties to this Agreement regarding the interpretation of this Agreement or any clause thereof either upon or after its termination, such dispute or difference shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory reenactment or modification thereof for the time being in force. All arbitration proceedings shall take place at Mumbai and the courts in Mumbai shall alone have the jurisdiction in the matter.

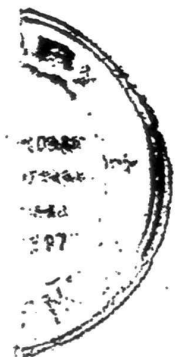
SCHEDULE

Office Unit No. 13 admeasuring about 1200.00 sq.ft. of carpet area on the 1st floor and the parking Slot No. 31 on Podium Level-I of the building known as Techniplex-I in the complex known as Techniplex constructed on plot bearing CTS No.928A Part of Village Pahadi, Goregaon (West) and CTS No. CTS No.73B Part, CTS No.73 C Part and CTS No.73D Part of village Chincholi in registration and sub registration sub-district of Bombay city and Bombay suburban.

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands and seal on the 20th day of

December 2010

Osman
S. S. S.
M. S. S.
M. S. S.
M. S. S.



Osman
S. S. S.
M. S. S.
(20)
M. S. S.

M

SIGNED SEALED AND DELIVERED

By the withinnamed **THE OWNERS**

(1) Mr. Ismail Jiwa Patel

(2) Mr. Usman Ismail Patel

(3) Mr. Mohammed Salim Ismail Patel

(4) Mr. Abdúl Rashid Ismail Patél

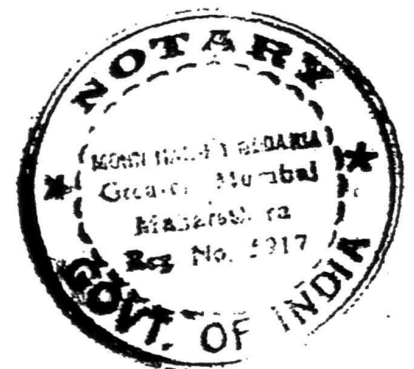
(5) Mr. Irfan Ismail Patel

(6) Mr. Fazle Karim Ismail Patel

In the presence of :

- 1.
- 2.

)
)
) *પરિચિત વ્યક્તિઓ*
) Usman
) *મહેમદ સલિમ ઇસ્માઈલ*
) *અબ્દુલ રશીદ ઇસ્માઈલ*
) *ઈર્ફાન ઇસ્માઈલ પટેલ*
) *ફાઝલે કારિમ*



SIGNED SEALED AND DELIVERED

By the withinnamed **THE MANAGERS**

TECHNIPELX (ASSOCIATION OF

Persons) through its Authorised Signatory

Mr. Hussein Abdul Karim Balwa

)
)
)
)
)
)
)

In the presence of

1. **ATTESTED BY ME / BEFORE ME**
- 2.

MOHAMAD HANIF Y. NEDARIA
 Advocate & Notary Govt. Of India
 Reg. No 5917

B-107 Khadija Manzil CHSL (21)
 Behram Baug Jogeshwari (West)
 MUMBAI, 400 102.

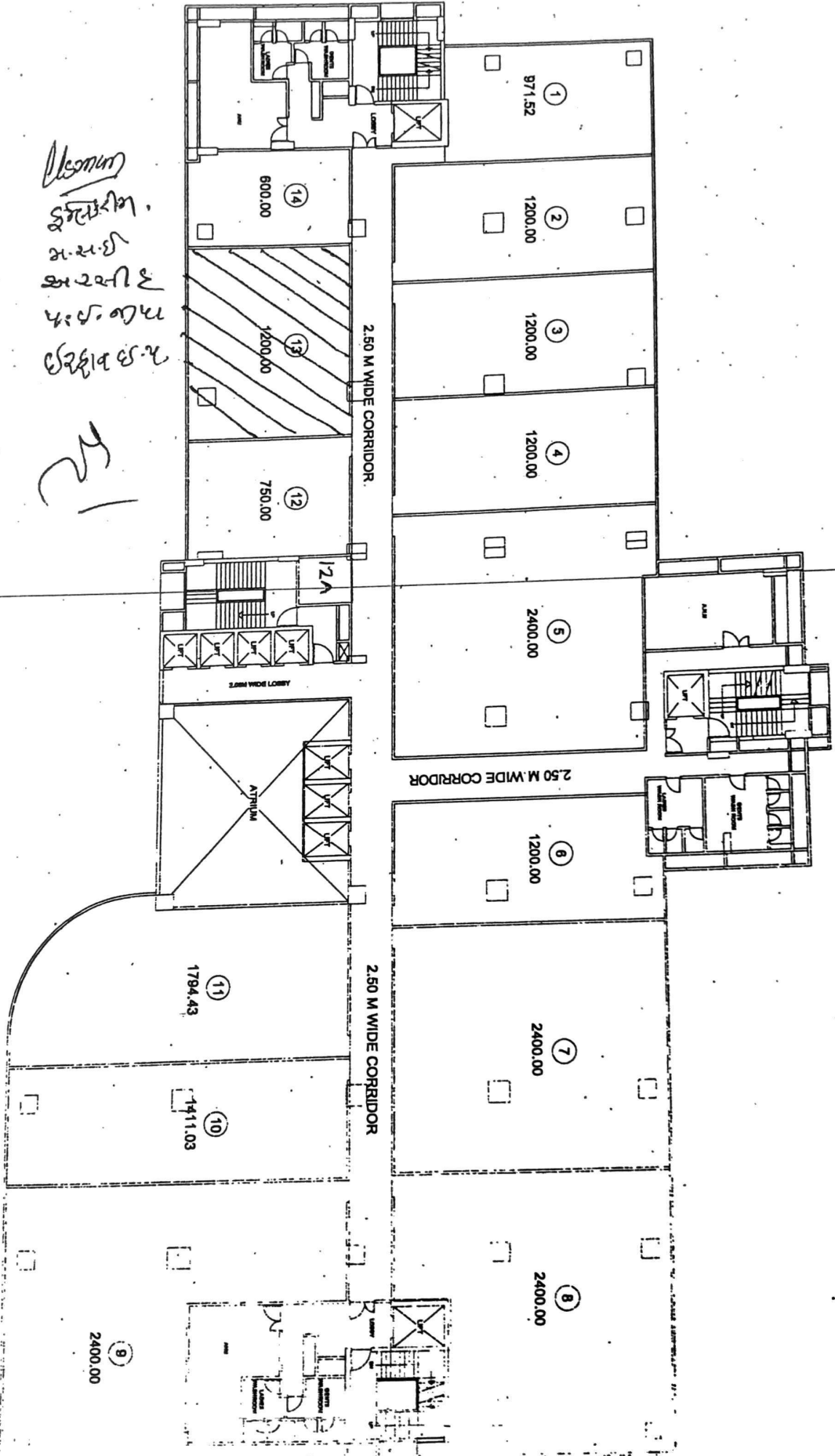
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Techniplex TECHNIPLEX COMPLEX

FIRST FLOOR PLAN



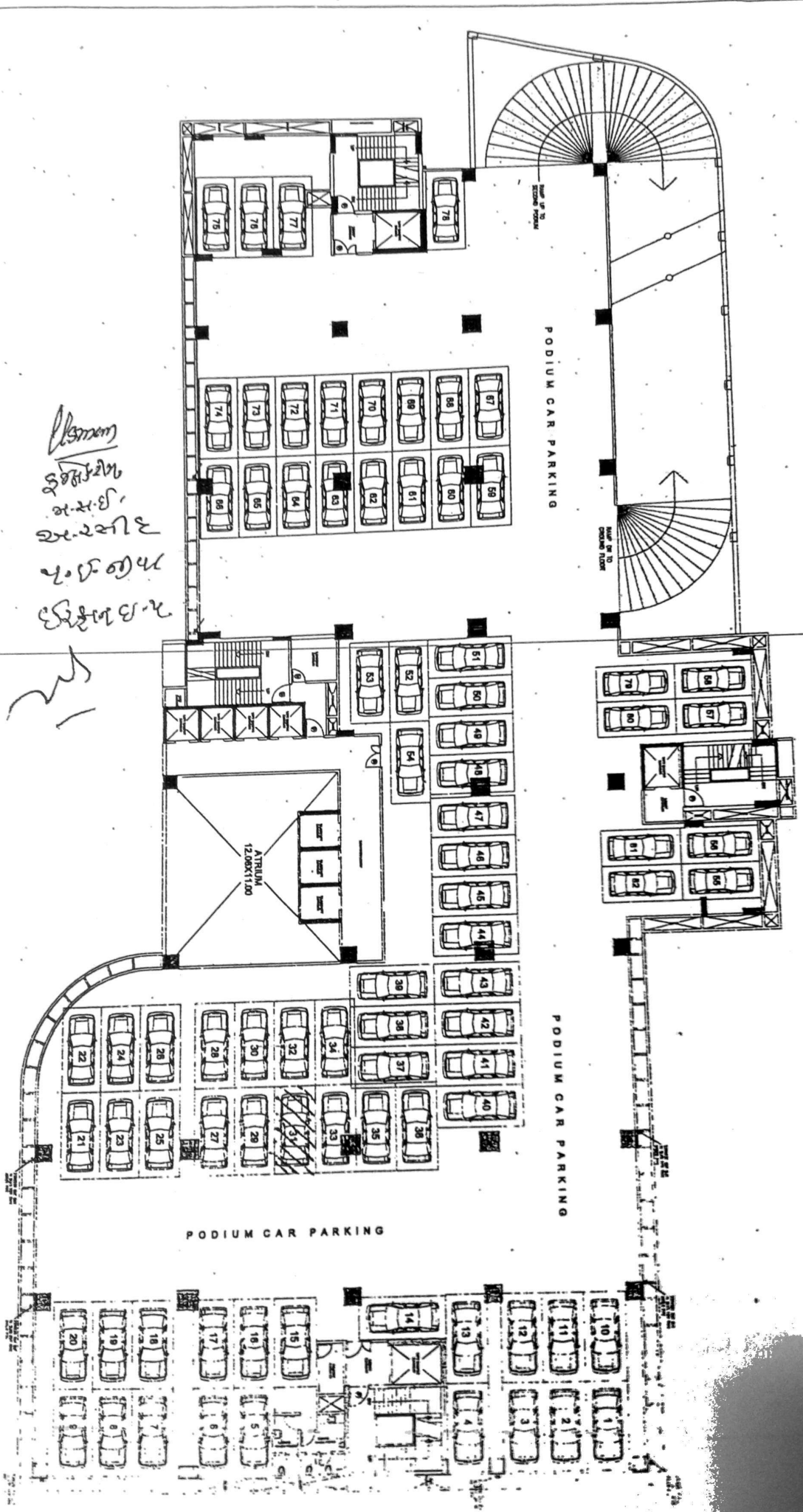
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- 13-14-15
- 12-13-14
- 11-12-13
- 10-11-12

24



TOTAL PARKING-82



Handwritten notes:
 20.05.2022
 20.05.2022
 20.05.2022
 20.05.2022

Handwritten scribble:
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Techniplex **TECHNIPILEX COMPLEX**

**FIRST PODIUM FLOOR PLAN**





# Techniplex

5<sup>th</sup> July, 2010

To,

1. Mr. Ismail Jiwa Patel,
2. Mr. Usman Ismail Patel,
3. Mr. Mohammed Salim Ismail Patel,
4. Mr. Abdul Rashid Ismail Patel,
5. Mr. Irfan Ismail Patel &
6. Mr. Fazle Karim Ismail Patel.

Having common address at  
B-10, Balwa Nagar - I,  
S.V. Road, Goregaon (West),  
Mumbai – 400 062.

Dear Sir,

**Sub: Letter of Possession in respect of your Agreement to Provide Permanent Alternate Accommodation dated 31<sup>st</sup> March 2007 registered under Serial No. BDR-5-2561-2007 in respect of Office Unit No. 13 on the 1<sup>st</sup> Floor of the Building known as Techniplex – I alongwith Car Parking Space bearing No. 31 on the Podium – I Floor in the building known as "Techniplex – I" situated at the Junction of S.V. Road & Veer Savarkar Flyover, Goregaon (west) Mumbai – 400062.**

By an Agreement to Provide Permanent Alternate Accommodation dated 31<sup>st</sup> March, 2007 made between ourselves viz :- (i) Mr. Abdul Karim

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Ebrahim Balwa, (ii) Mr. Hussein Abdul Karim Balwa, (iii) Mr. Ismail Abdul Karim Balwa and (iv) Mr. Umar Abdul Karim Balwa, therein called the Developers of the One Part and yourself/ves therein called the Tenant/s of the Other Part, wherein it was agreed that we shall construct and handover to you Office Unit No. 13 admeasuring 1200.00 sq. ft. carpet area equivalent to 111.482 sq. meters on the 1<sup>st</sup> Floor of the building known as "Techniplex - I" and car parking space bearing No. 31 in Podium - I floor, situate lying and being at the Junction of S.V.Road and Veer Savarkar Flyover, Goregaon (West), Mumbai on the terms and conditions more particularly set out in the said Agreement hereinafter the aforementioned **Office Unit No. 13 and the Car Parking Space No. 31** collectively will be referred to as the "**Said Premises**"

The said (i) Mr. Abdul Karim Ebbrahim Balwa, (ii) Mr. Hussein Abdul Karim Balwa, (iii) Mr. Ismail Abdul Karim Balwa and (iv) Mr. Umar Abdul Karim Balwa have formed an Association of Persons known as Techniplex AOP herein referred to as WE/US/OURS/OURSELVES.

We refer to the **Agreement to Provide Permanent Alternate Accommodation** dated 31<sup>st</sup> March 2007 executed by and between you and us in respect of the Said Premises and in pursuance thereto we are pleased to inform you that the **Said Premises** has been duly constructed and completed in all the respects and to your satisfaction and more particularly in accordance with the terms & condition of the said Agreement.

Handwritten notes: "U. S. M. 2007", "Usman", and "21.20.07".

You shall occupy the **Said Premises** on and from the date of receipt of Occupation Certificate, from the Municipal Corporation of Greater Mumbai for the **Said Premises** in accordance with the terms and conditions of the Said Agreement and in particular with the following;-

Handwritten notes: "21.22.07" and "22.21.07".

1. In lieu of your surrendering your Tenancy rights as more particularly stated in the said Agreement, we now handover to you the possession

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Handwritten note: "22.21.07".

of your said premises being the Permanent Alternate Premises on Ownership basis and free of cost for fitouts with the Carpet area certificate by our architect, and the Occupation Certificate in respect of the Said Premises shall follow in due course. You hereby explicitly confirm and declare that your tenancy rights have now come to an end and the same has been extinguished forever and for all times to come in lieu of the possession of the said new premises, as mentioned in the said Agreement.

2. You shall have NO right, title, interest, claim and or dispute of whatsoever nature save and except in respect of the said Premises and except the smooth and free access to the same for ingress and egress to the said premises as expressly and explicitly stated in Clause 13 of the said Agreement.

3. It is hereby expressly and explicitly agreed, confirmed and declared by you that in view of the said Clause No. 13 of the said Agreement you shall have no right, title, interest claim, and dispute of whatsoever nature against us (the Developers) and or the building Techniplex – I and or the properties belonging to us on which the said Techniplex – I has been constructed or on any other part of the said properties belonging to us.

4. You had written a letter dated **27/3/2010** bearing reference number **SM/56** addressed to the Developers through your Solicitor M/s Madhukar Munim & Co. You hereby explicitly confirm and declare that the said letter now stands withdrawn by you and all claims made by you in the said letter are now null and void with immediate effect and that you have no grievances of whatsoever nature against us. We shall in no way be responsible if any hindrance is caused to you and/or your premises due to any such act done by you and/or your representatives. Subsequent hereof and in lieu of the aforementioned our reply dated **05/04/2010** to your said letter also stands withdrawn.

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5. You had filed a complaint letter with the M.C.G.M. on 29/3/2010 bearing reference number 10430. You hereby explicitly confirm and declare that the said letter and the complaints contained therein now stands withdrawn by you and all claims made by you in the complaint letter are now withdrawn by you with immediate effect. You further undertake and explicitly confirm to us that you shall not make any such complaints to the M.C.G.M or any other related authority whatsoever in respect of the said premises and or the said Techniplex – I Building and or in respect the rest of the entire properties of the Developers and or in respect of the Developers further carrying on the further development works on the said entire properties.

6. You shall on and from the date of our furnishing you a certified copy of the Occupation Certificate alongwith copy of the approved floor plan in respect of the said Premises be liable to pay immediately all Outgoings / Present and Future Taxes in respect of the Said Premises i.e. Local Taxes, Betterment Charges, or such other levies demanded by concerned local authority and/or government Authority as shall be due and outstanding, and as described in the said Agreement. It is your sole responsibility to bear and pay such Outgoings / Present and Future Taxes levied by any Government Authority as becoming due from time to time in respect of the said premises, and the Developers shall in no way be liable to pay or contribute towards the same in whatsoever manners.

7. From the date of Occupation Certificate you shall also be liable to pay immediately the proportionate share of the Common Area Maintenance charges of the said Techniplex- I building. By no means you shall raise any claims and or dispute in respect of the Common Area Maintenance charges.

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8. From the date of Occupation Certificate you shall bear and pay any proportionate increase in local taxes / any such taxes, water charges, insurance and such other charges, if any, which are imposed by the concerned local authority and / or Government and / or other public authority.

9. It is hereby expressly and explicitly agreed, confirmed and declared by you that as provided in Clause 13 of the said Agreement you shall have no right, title, interest in the remaining portion of the property, other unsold premises, parking spaces, common areas etc. It is hereby expressly and specifically agreed and accepted by you that you shall not have any right, title, interest and or any claim of whatsoever nature in respect of the rest of the Developers' said entire properties. It is hereby expressly and specifically agreed and accepted by you that you shall have no right, title, interest and claim save and except in respect of the said Permanent Alternate Premises and the smooth and free access to the same.

10. You shall have no right, title, claim and interest of any nature whatsoever in the Multipurpose Hall / Clubhouse which has been constructed by us at our own expense on our properties for our personal enjoyment. The said Multipurpose Hall / Clubhouse together with the land surrounding to the same shall for all times to come shall be of our personal exclusive ownership and shall always remain our exclusive properties that is of the Developers. You shall not be liable to contribute and or pay any maintenance charges / taxes in respect of the said Multipurpose Hall / Clubhouse.

11. It is explicitly agreed, declared and confirmed by you that you shall have no right, title or interest of any nature whatsoever in the Ground Floor of the building known as Techniplex - I wherein presently the said Ground Floor is earmarked as parking for the exclusive use and enjoyment of the Developers together with the other parking spaces

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available with the Developers in the Basement, Podium I and Podium II of Techniplex - I. It is further agreed, declared and confirmed that the Developers shall have the exclusive right, title and interest in the said Ground Floor area of any nature whatsoever and the Developers shall be exclusively entitled to put the same to any use that may be permissible by the Municipal Corporation from time to time.

12. By way of our absolute right and at our sole discretion, a Limited Company will be formed to manage the affairs of the building known as Techniplex - I as stated in the said Agreement. You shall co-operate with us in the formation of the said limited company and shall not raise any claim and/or dispute of any nature whatsoever in respect thereof. The limited company shall be formed within a period of 9 months from the date of the Occupation Certificate.

13. After the larger property is completely developed, we will convey the building known as Techniplex - I together with the land beneath the building to the Company so formed and registered. You shall be allotted 1 share of Rupee 10 each for every one sq.ft. of carpet area of the said Premises allotted to you and to the other premises owners in the Techniplex - I and we as a Developer shall also be allotted 1 share of Rupee 10 each for every one sq.ft. of carpet area for all the remaining unsold premises/unallotted premises, Parking Spaces located on the Basement, Ground, Podium I & Podium II of the building (Including the Refuge Area on the 4<sup>th</sup> Floor of Techniplex - I). You shall pay to us the price of the shares so allotted on or before the formation of the company on our written intimation for the same to you and, we shall account for the same after the registration of the said company.

14. Till the company so registered as envisaged hereinabove shall take the charge of the management of the Techniplex - I, the management of

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the same shall be subject to the overall and absolute authority and control of us in respect of all the matters concerning the said building.

15. Till the company so registered as envisaged herein shall take the charge of the management of the Techniplex - I the Security of the said building being Techniplex - I shall be managed and controlled by us. We shall have the absolute authority in laying the security norms / rules / regulations / procedures of the said building. You shall not interfere or cause any nuisance in the security measures of the building. You shall always abide by and follow the rules, regulations, procedures etc. laid down by our Security department and shall not question the same. We shall at our sole discretion amend the security norms / rules / regulations / procedures as might be required.

16. You shall have smooth and free access to your said Premises. You shall always use Gate No. 1 (Veer Savarkar Flyover Gate) and Gate No. 2 (Off S.V. Road Gate) to enter and exit Techniplex Complex. The usage of any other access points by you shall not be permitted and it will be considered to be in violation of security norms of the complex which would be strictly dealt with.

17. You expressly and explicitly agree and confirm to us that you shall park your vehicle/s or motorbike **ONLY** in the demarcated parking space bearing No. 31 on the Podium - I floor allotted to you as per the said Agreement. You shall **NOT** park your vehicle/s or motorbike at any other parking spaces, open areas or at any other space in the property or outside the gates. This rule shall be applicable to all Premises owners in Techniplex - I building.

18. Your workers/labourers/agents shall be checked by our security staff while going in and coming out of the building and you explicitly agree and confirm that you shall not in any manner raise any concerns and or

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objection towards such checking / inquiry / inspection by the security personnel.

19. You will inform us in writing, the numbers and names of the representatives who will be authorized to enter the **Said Premises** during the period of fit outs, of your premises.
20. We and/or our representatives shall not be responsible for any theft / damage of material/s that you will be bringing to the **Said Premises**.
21. Your labourers/contractors shall be responsible for the removal of the debris or any wastage material etc. from your office unit on a daily basis. Your labourers/contractors shall at their own cost or at your cost remove such wastage materials/debris. Such wastage materials shall ~~not be accumulated or placed in the common passages, corridors and~~ basement, podiums or in any area within the property.
22. You will restrict your hours of working from 9.00 am to 6.00 pm on working days only without causing any disturbance to other members of the building during the period of fitouts of the **Said Premises**. During the said fitout period you shall have an access to the **Said Premises** with an original key allotted to you pursuant to the said possession and a duplicate key of the said premises shall always remain with our Facility department. ए.ए.ए. (७)  
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23. Our staff, security and authorized personnel will have the right to access the **Said Premises** during working hours, in order to view the state and condition of the **Said Premises**. With prior intimation of the same to you २५.२२.११
24. Your workers/labourers shall not be allowed to carry out interior works on National holidays & Sundays, to ensure the harmony for the neighbouring occupants. २५.२२.११  
२५.२२.११

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25. Under no circumstances any work related to interior / furniture shall be carried out in the common areas of the building including staircases, any open spaces, landscaped areas, podiums etc.

26. You shall not during the course of fitouts of the **Said Premises** do any act deed, matter or thing resulting in leakage/ damage to the **Said Premises** or the Building or its common passages, staircases etc and shall be responsible to make good such leakages, damages (if any caused) entirely at your costs and expenses.

27. You shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the building. You shall also not do any act, which will change/alter the external facade and/or common area of the building.

28. You shall not, in any manner whatsoever, make any structural/internal masonry / dummy flooring / plumbing changes, which may affect the R.C.C. frame structure of the building.

29. You will use only the service elevator / any such elevator as designated by our representative for carrying your goods / materials. But any heavy material / debris that can damage the elevator shall not be taken from the lift and the same shall be taken from the service staircase.

30. You shall cause your labourers / contractors to strictly follow the Housekeeping Rules.

31. This letter is also subject to all other Terms and Conditions as mentioned in the said Agreement.

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✓ 24. 22. 17

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✓ इ. 23. 19. 17


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32. Since the dispute vide the letters referred in Para - 4 and Para - 5 above is amicably settled between yourselves and ourselves, we agree to your humble request to pay to you the monthly compensation as mentioned in the said Agreement until we furnish to you the certified copy of the Occupation Certificate in respect of the said Premises.
33. Without prejudice to our rights under the Said Agreement or in law, if you fail to adhere to any of the terms and conditions mentioned hereinabove and as also provided under the Said Agreement in respect of the Said Premises, you shall be liable to rectify the default and damage immediately on such breach upon prior intimation to you about the same, failing which we shall have a right to rectify at your costs and consequences any damage or default which are in contravention to the provisions hereof and / or with the Said Agreement.

Kindly confirm the above by signing at the foot of this letter.

Handed Over the possession of the said Premises on this 5<sup>th</sup> day of ~~June~~ <sup>July</sup> 2010. 

We say 'Handed Over'



**Hussein A.K. Balwa**  
**Techniplex (AOP)**  
**Authorized Signatories.**

We say 'taken over' and confirmed the above



1. Mr. Ismail Jiwa Patel,

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Usman  
2. Mr. Usman Ismail Patel,

મહેમ્દ સલિમ ઈસ્માઈલ.  
3. Mr. Mohammed Salim Ismail Patel,

અબ્દુલ રશીદ ઈસ્માઈલ  
4. Mr. Abdul Rashid Ismail Patel,

ઈરફાન ઈસ્માઈલ.  
5. Mr. Irfan Ismail Patel &

ફાઝલે કારિમ  
6. Mr. Fazle Karim Ismail Patel.

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