



Tuesday, March 30, 2010  
4:53:27 pm

पावती

*39/7/10*

पावती क्र. : 3556  
दिनांक : 30/03/2010

गावाचे नांव : लोअर परेल

दस्तऐवजाचा अनुक्रमांक : बबई 3 - 2990 - 2010

दस्त ऐवजाचा प्रकार : करारनामा

सादर करणा-याचे नाव : मे परमेश्वर फॅशन्स इम्पेक्स (प्रा) लि तर्फे बज्रदेव पी - साध

फी

नोंदणी फी

: रु.30,000.00

*mpex Pvt*

दस्त हाताळणी फी

: रु.2,000.00

*Two thousand & Six*

पृष्ठांची संख्या : 100

एकूण रु.33,200.00

*0 = 18.*

आपणास हा दस्त अंदाजे 5:13PM ह्या वेळेस मिळेल

*by four thousand six hundred*

**DELIVERED**

सह दु. नि. मुंबई शहर क्र :

*Per Gross*

बाजार मुल्य : रु.21,145,344/-

मोबदला : रु.43,693,200/-

**मह. दर्याम निबंधक**

भरलेले मुद्राक शुल्क : रु.546,165/-

**पंबई शहर क्र. ३**

1) देयकाचा प्रकार : By Demand Draft रक्कम: रु.30,000

डीडी/ धनादेश क्रमांक : 185457 दिनांक : 22/03/2010

बँकेचे नाव व पता : भारतीय स्टेट बँक मुं

2) देयकाचा प्रकार : By Cash रक्कम: रु.3,200

**DELIVERED**

*2007 C.R.*

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*successors*

AND



*2200/9*  
*2010*  
*(P)*

Mr./Mrs./Miss/M/s Permeshwar Fashions Impex (P)

having its office at Plot no. 52, 7th Road, MIDC, Marol, Andhe

Mumbai - 400093 and Assessed to Income Tax under Permanent Account N

(PAN) AA DCP 2827 J hereinafter referred to as "THE PURCHA

(which expression shall unless repugnant to the context or meaning ther  
deemed to mean and include his/her/their heirs, executors, administrato  
permitted assigns, and in the case of a partnership firm the partners for time  
thereof, the survivors or last survivor of them and the heirs, executor  
administrators of last survivor of them and his/her/their/its permitted assians.

Scann

21145344/-  
Consideration 4,36,93,200/-  
Certificate u/s. 32(1) (b) of the Bombay  
Stamp Act, 1958.

Office of the  
Collector of Stamps  
Case No. A.1/19/1965/2010 /awt/81510  
Date 29/3/2010

Received from Shri. Permishwar Fashions Impex Pvt. Ltd.  
Residing at Mumbai  
Stamp duty of Rs. (546,165/-) (Five lacs forty six thousand one hundred  
sixty five only/-)

Slide challan No. 1815, Dated 26/3/2010 R. No. = 18.

Certified under Section 32(1) (b) of the  
Bombay Stamp Act, 1958 that the full duty  
of Rs. 21,84,660/- (Twenty one lacs eighty four thousand six  
hundred sixty only)

with which this instrument is chargeable has  
been paid vide article No. 25(b) of schedule.

This certificate is subject to the provisions  
of section 53-A of Bombay Stamp Act, 1958

Place Mumbai

Date 29/3/2010

Collector of Stamps  
Mumbai

Note! As per Govt Notification  
No. M.V. 2007/C.R.-196(4)

M-1 DT 2 12/6/07 . 75%

is exempted from

Rs. 2184660

*Permishwar*

**AGREEMENT FOR SALE**



THIS AGREEMENT FOR SALE made at Mumbai this 29<sup>th</sup> day of March  
2010 BETWEEN LODHA DEVELOPERS LIMITED., a Company registered and  
incorporated under the Indian Companies Act, 1956 and carrying on business at  
216, Shah and Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai-400 018,  
hereinafter referred to as "SELLER" (which expression shall unless it be repugnant  
to the context or meaning thereof be deemed to mean and include successors in title  
and assigns) of the First Part;

AND



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Mr./Mrs./Miss/M/s Permishwar Fashions Impex (P) Ltd  
having its office at Plot no. 52, 7th Road, MIDC, Marol, Andheri (E),  
Mumbai - 400093 and Assessed to Income Tax under Permanent Account Number  
(PAN) AADCP2827J hereinafter referred to as "THE PURCHASER"

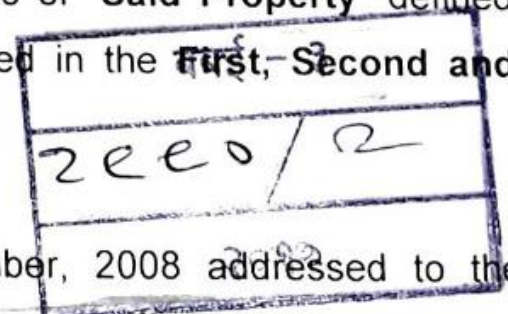
(which expression shall unless repugnant to the context or meaning thereof be  
deemed to mean and include his/her/their heirs, executors, administrators and  
permitted assigns, and in the case of a partnership firm the partners for time being  
thereof, the survivors or last survivor of them and the heirs, executors, and  
administrators of last survivor of them and his/her/their/its permitted assigns, and in  
the case of the Company/Society its successors and permitted assigns, and in all  
cases all persons claiming by under or through such Purchasers including  
his/her/their/its successors in interest ) of the Second Part;

*[Signature]* AND *[Signature]*

**ODEON THEATERS PRIVATE LIMITED**, a Company registered and incorporated under the Indian Companies Act, 1956 and having its registered office at 1<sup>st</sup> Floor, Geeta Cinema Bldg, Dr. E Moses Road, Worli, Mumbai - 400018, hereinafter referred to as "**BUILDER/PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include successors in title and assigns) **of the Third Part;**

**W H E R E A S:**

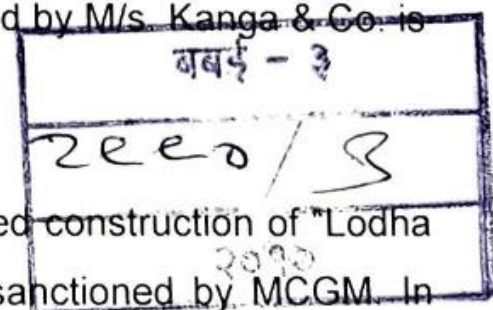
- A. The Seller is a Real Estate Developer and has acquired the shares of Builder/Promoter with a view to develop & sell the areas so developed through the sale of shares of Builder/Promoter in the manner set out in **Annexure "A"** herein is absolutely seized and possessed of and well and sufficiently entitled to pieces and parcels of land or ground bearing Plot No. D and Cadastral Survey No.3/301 of Lower Parel Division admeasuring 2022 sq. yards or thereabouts equivalent to 1690.64 sq. mtrs. or thereabouts as per the Property Card (1986 sq. yds. Equivalent to 1660 sq. mtrs), Plot No. E and Cadastral Survey No.4/301 of Lower Parel Division admeasuring 1152 sq. yards or thereabouts equivalent to 963.21 sq. mtrs. or thereabouts as per the Property Card (1188 sq. yds. equivalent to 993.29 sq. mtrs., or thereabouts) and Plot No B and Cadastral Survey No.4/301(Part) of Lower Parel Division admeasuring 984 sq. yards or thereabouts equivalent to 822.752 sq. mtrs. or thereabouts situate, lying and being at Dr. E. Moses Road, Mumbai - 400 018 more particularly described **First, Second and Third Schedule** hereunder written. ("**The Said Property**").
- B. The Builder/Promoter is inter alia developing and constructing an IT park known as "**Lodha Supremus**" ("the Said Building" as defined hereinbelow) on all that pieces and parcels of "**Said Property**" defined hereinbelow and more particularly described in the **First, Second and Third Schedule** hereunder written.
- C. By a Letter of Intent dated 28<sup>th</sup> November, 2008 addressed to the Builder/Promoter and subject to the terms and conditions set out therein, the Joint Director of Industries (I.T.) and Development Commissioner (Industries) inter alia granted permission to develop a Private Sector Information Technology Park to be known as "**Lodha Supremus**" on the properties referred to as **First, Second and Third Schedule** hereunder written.



*[Handwritten signature]*

*[Handwritten initials]*

- D. The Builder/Promoter have entered in to a standard agreement with M/s. Spaceage Consultants as Architects and Project Consultants registered with the council of Architects and such agreement is as per the agreement prescribed by the council of Architects. The Builder/Promoter have appointed a Structural Engineer/Designer for preparation of requisite plans, Building, structural designs and specifications and the Sellers accept the professional supervision of the Architects and the Structural Engineer/Designer till the completion of the Buildings.
- E. The plans for construction of "**Lodha Supremus**" have been duly passed and approved by the Municipal Corporation of Greater Mumbai ("**MCGM**") on 10/11/09 and copy of the plans approved are hereto annexed and marked as **Annexure-B** (hereinafter referred to as the "**Said Plan**");
- F. A copy of the Intimation Of Disapproval bearing No. EB/3654/GS/A dated 04/07/2008, 08/20/2008 and 10/11/2009 issued by the Executive Engineer, Building Proposal, MCGM under Section 346 of the Bombay Municipal Corporation Act in respect of Development of the plots of land is annexed and marked **Annexure-C, D and E** respectively hereto;
- G. A copy of the Commencement Certificate bearing No. EEBPC/3654/160/A dated 10-09-2008 ("**C.C.**") issued by the Executive Engineer, Building Proposals under the Maharashtra Region and Town Planning Act, 1966 issued in respect of development of Building/s is annexed and marked as **Annexure-F** hereto.
- H. **M/s. Kanga & Co.**, Advocates & Solicitors for the Builder/Promoter have investigated the title of the Said Property, more particularly described in **First Second, and Third Schedule** hereunder written and have issued their Report on Title dated May 21<sup>st</sup>, 2008 thereto as being clear and marketable and have certified that the Builder/Promoter have title to the Said Property. A copy of the Report on Title issued by M/s. Kanga & Co. is annexed hereto and marked **Annexure- G**.
- I. The Builder/Promoter has accordingly commenced construction of "**Lodha Supremus**" in accordance with the said Plans sanctioned by MCGM. In terms of the Plans, "**Lodha Supremus**" will consist of 7, parking levels for car parking and 10 Office Floors above the 7<sup>th</sup> Parking level.
- J. The Seller is a Shareholder of the Builder/Promoter and otherwise entitled to the rights in the Premises as defined in the Articles of Association of the Builder/Promoter.



- K. The Purchaser has approached the Seller and agreed to purchase, acquire the rights of the Seller in respect of the Premises. The Purchaser has also demanded from the Seller and the Seller has furnished to the Purchaser inspection and given copies of documents relating to the title of the property, building plans and the approved plans and the Purchaser has confirmed that the Purchaser has read and understood the aforesaid documents and is satisfied in all respects with regard to the title of the Builder/Promoter/Seller in respect of the Premises and the limitations associated therewith viz. that the Premises can be used and occupied only for IT/ITES related user. The Purchaser confirms that there shall be no further investigation or objection by the Purchaser in that regard and is fully satisfied of the competency of the Seller to enter into this Agreement.

Relying upon the said application, the representations and declarations made by the Purchaser, the Seller has agreed to sell and transfer to the Purchaser and the Purchaser have agreed to purchase from the Seller the Premises at the price and on the terms and conditions hereinafter appearing.

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

1. **Definition and Interpretation**

- (A) **"Agreement"** means this Agreement together with Schedules and Annexures hereto and any other deed and document executed in pursuance hereof.
- (B) **"Premises"** shall mean :- all interest as mentioned in Articles of Association of the Builder/Promoter in respect of :-

- |       |             |   |                |
|-------|-------------|---|----------------|
| (i)   | Unit No     | : | 4              |
| (ii)  | Floor(s)    | : | 12             |
| (iii) | Building    | : | Lodha Supremus |
| (iv)  | Carpet Area | : | 1339 sq ft     |

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Accompanying with share certificates as described in Clause (26) in this Agreement to be transferred on spot delivery basis.

- (C) **"Said Property"** means the lands more particularly described in the **FIRST, SECOND AND THIRD SCHEDULE** hereunder written.

*[Handwritten signatures]*

- K. The Purchaser has approached the Seller and agreed to purchase, acquire the rights of the Seller in respect of the Premises. The Purchaser has also demanded from the Seller and the Seller has furnished to the Purchaser inspection and given copies of documents relating to the title of the property, building plans and the approved plans and the Purchaser has confirmed that the Purchaser has read and understood the aforesaid documents and is satisfied in all respects with regard to the title of the Builder/Promoter/Seller in respect of the Premises and the limitations associated therewith viz. that the Premises can be used and occupied only for IT/ITES related user. The Purchaser confirms that there shall be no further investigation or objection by the Purchaser in that regard and is fully satisfied of the competency of the Seller to enter into this Agreement.

Relying upon the said application, the representations and declarations made by the Purchaser, the Seller has agreed to sell and transfer to the Purchaser and the Purchaser have agreed to purchase from the Seller the Premises at the price and on the terms and conditions hereinafter appearing.

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

**1. Definition and Interpretation**

- (A) **"Agreement"** means this Agreement together with Schedules and Annexures hereto and any other deed and document executed in pursuance hereof.
- (B) **"Premises"** shall mean :- all interest as mentioned in Articles of Association of the Builder/Promoter in respect of :-

- |       |             |   |                |
|-------|-------------|---|----------------|
| (i)   | Unit No     | : | 4              |
| (ii)  | Floor(s)    | : | 12             |
| (iii) | Building    | : | Lodha Supremus |
| (iv)  | Carpet Area | : | 1339 sq ft     |

बबई - ३
२००० / ४
२०१०

Accompanying with share certificates as described in Clause (26) in this Agreement to be transferred on spot delivery basis.

- (C) **"Said Property"** means the lands more particularly described in the **FIRST, SECOND AND THIRD SCHEDULE** hereunder written.

*[Handwritten signatures]*

described thirdly in the said Indenture and in the Third Schedule hereunder written at or for the consideration mentioned therein.

- RR. By a Share Purchase Agreement dated 10<sup>th</sup> December, 2007 made between Shyam Wadhmal Alwani and others therein called the Vendors of the First Part, Lodha Developers Private Limited (now known as Lodha Developers Limited) therein called the Purchasers of the Second Part and herein in this Agreement referred to as the Seller and the Builder/Promoter therein referred to as the Company of the Third Part, Shyam Wadhmal Alwani and others sold and transferred their entire shareholding in the Builder/Promoter to the Seller at or for the price mentioned therein.
- SS. Messrs Lokhandwala Builders have filed a suit in the Hon'ble the Bombay High Court being Suit No.2434 of 2005 (Messrs Lokhandwala Builder's v/s. Odeon Theatres Private Limited). The said suit is still pending. Messrs Lokhandwala Builders have filed Notice of Lis pendance in the above suit and the same has been registered with the office of the Sub-Registrar of Assurances Mumbai, under Serial No.BBE-2/8767/2005.
- TT. The Builder/Promoter has filed a suit in the Hon'ble the City Civil Court at Bombay being Suit No.6134 of 2001 (Odeon Theatres Private Limited V/s. Shiv Shaila Co-operative Housing Society Limited) in respect of the land bearing C.S.No.4. By an Order dated 27<sup>th</sup> April, 2007 the said suit was dismissed.
- UU. The Builder/Promoter filed First Appeal being Appeal No.1859 of 2007 (S.T.No.12772 of 2007) against the aforesaid Order dated 27<sup>th</sup> April, 2007. Interim order was passed on 16<sup>th</sup> September, 2002 was modified till the disposal of the First Appeal. The said First Appeal is still pending.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that pieces or parcels of land or ground bearing Plot No. D and Cadastral Survey No.3/301 of Lower Parel Division admeasuring 2022 sq. yards or thereabouts equivalent to 1690.64 sq. mtrs. or thereabouts as per the Property Card(1986 sq. yds. Equivalent to 1660 sq. mtrs. or thereabouts situate, lying and being at Dr. E. Moses Road, Mumbai – 400 018.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

All that pieces or parcels of land or ground bearing Plot No. E and Cadastral Survey No.4/301 of Lower Parel Division admeasuring 1152 sq. yards or thereabouts equivalent to 963.21 sq. mtrs. or thereabouts as per the Property Card(1188 sq. yds. equivalent to 993.29 sq. mtrs. or thereabouts situate, lying and being at Dr. E. Moses Road, Mumbai – 400 018.



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**THE THIRD SCHEDULE ABOVE REFERRED TO**

All that pieces or parcels of land or ground bearing Plot No.B and Cadastral Survey No.4/301(Part) of Lower Parel Division admeasuring 984 sq. yards or thereabouts equivalent to 822.752 sq. mtrs or thereabouts situate, lying and being at Dr. E. Moses Road, Mumbai – 400 018.

**THE FOURTH SCHEDULE ABOVE REFERRED TO****COMMON AREAS:**

1. Stair case and main passage.
2. Staircase Entrance Area.
3. Staircase Landings.
4. Pump rooms.
5. Lift Rooms and Lift Well.
6. Entrance Lobby on ground floor.
7. Garden Areas and the facilities thereon.
8. Terrace.
9. Common Toilets.
10. Service Areas.

**COMMON AMENITIES:**

1. R.C.C. under ground and overhead tanks.
2. Pump(s)
3. Lifts in the Said Building/s
4. Light and electrical fitting in staircase entrance hall and compound.
5. Meter Room.
6. Exterior Plumbing fixtures.
7. Suction Tank.
8. Watchman Cabin.
9. Electric Cabin.
10. Fire Fighting System.
1. Diesel Generator System.

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COMMON SEAL OF the withinnamed  
LODHA DEVELOPERS LIMITED

The SELLER abovenamed  
Is hereunto affixed pursuant to  
By and through one of its Directors  
on 29 day of March 2010

In the presence of:

- 1. [Signature]
- 2. Bavil



SIGNED AND DELIVERED

By the within named PURCHASER  
Shri/Smt. / M/s Permashwar Fashions  
Impex (P) Ltd

In the presence of:

- 1. [Signature]
- 2. Bavil



COMMON SEAL OF the withinnamed  
ODEON THEATERS PRIVATE LIMITED

The "Builder/Promoter"  
abovenamed is hereunto affixed pursuant to  
By and through one of its Directors  
on 29 day of March 2010

In the presence of:

- 1. [Signature]
- 2. Bavil



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2010

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No. EEBPC/3654/16/1A of 11109102

**COMMENCEMENT CERTIFICATE**

-To,

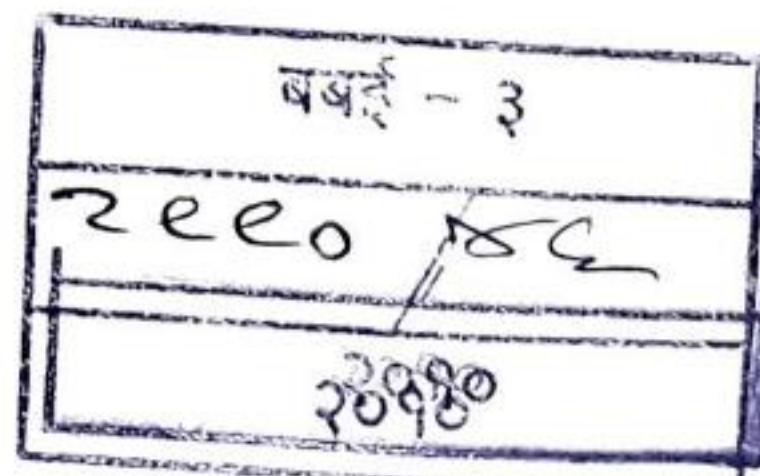
M/s Odcon Theatres Pvt Ltd  
Gesta Cinema Bldg  
1st floor Dr. E. Moses Road  
Ward Mumbai 1400 018

Sir,

With reference to your application No. 4197 dated 28-03-2008 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 existing theatre & proposed Data processing unit on plot bearing (27103/3014/1) and building permission under section 346 of the Bombay Municipal Corporation Act., 1888, to erect a building in Building No.        on Plot No./C.S.No./C.T.S. No. 3/3014/307 Division/Village/Town Planning Scheme No. lower parcel Situated at Road/Street Dr. E. Moses Ward 61A 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 laps 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 sanctioned plans.
  - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under his 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.

P.T.O.



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No. EEBPC/3654/GA/1A of 11/09/08

**COMMENCEMENT CERTIFICATE**

To,

M/s Odion Theatres Pvt Ltd  
Gesta Cinema Bldg  
1st floor Dr. E. Moses Road  
Ward Mumbai 1400 018

Sir,

With reference to your application No. 4197 dated 28-03-2008 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 existing theatre & proposed Data processing unit on plot bearing (2/203/3014/1) and building permission under section 346 of the Bombay Municipal Corporation Act., 1888, to erect a building in Building No. lower parcel on Plot No./C.S.No./C.T.S. No. 3/3014/307 Division/Village/Town Planning Scheme No. Dr. E. Moses Situated at Road/Street GA Ward GA 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 laps 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 sanctioned plans.
  - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under his 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.



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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. P. P. Rawat  
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 10/09/2009

*This c.c. is granted upto plinth i.e. top slab of basement*

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

*[Signature]*  
10/9/08  
Assistant Engineer  
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.  
EB/3654/45/A of 30/11/2009

*This c.c. is endorsed upto plinth as per amended plans approved on 10.11.09*

*[Signature]*  
30/11/09  
AEBPC-VI



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