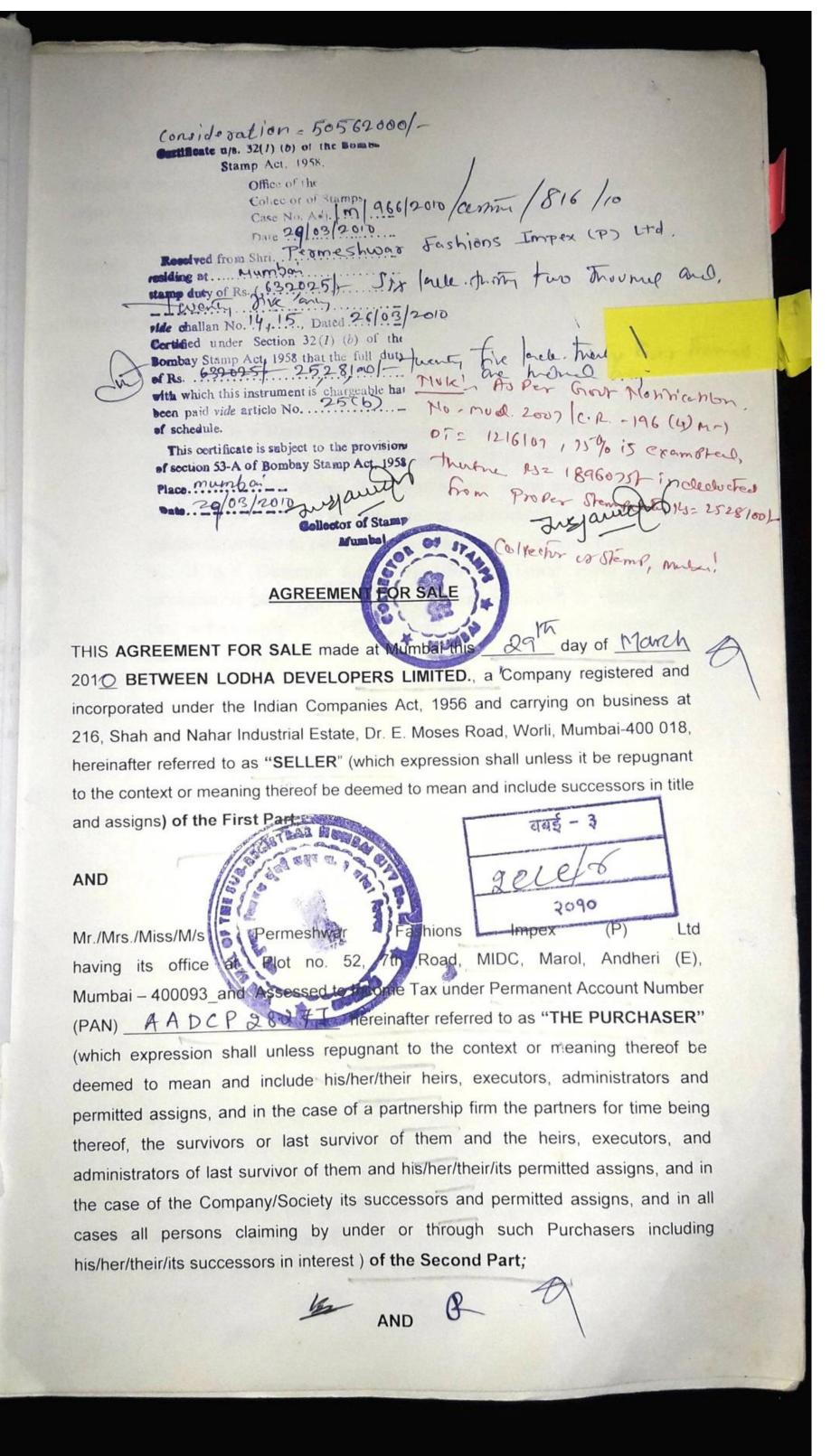
| प्रशासन मिर्प तक क्रमांक, २०००/ १४/प्र.क. २५ / म-१ ि २४/३/२००० २) तो.म.नि.व मु.नि., Head Office Office: COL Tuesday, March 30, 2010 | |
|--|---|
| Office : COL | |
| FOR 4:43:31 pm | |
| RECEIPT FO पावती क्र. : 3555 दिनांक : 30/03/2010 | |
| Receipt No.: गावाचे नांव : लो्अर परेल दस्तऐवजाचा अनुक्रमांक : बबई3 - 2989 - 2010 | |
| Received Fr दस्त ऐवजाचा प्रकार : .करारनामा | 1 |
| On Account सादर करणा-याचे नाव : मे परमेश्वर फॅशन्स इम्पेक्स (प्रा) लि तर्फ बज्रदेव पी साध | |
| Mode of Payment | |
| पृष्ठांची संख्या: 102 Cash एकुण ₹.32,040.00 | |
| आपणास हा दस्त अंदाजे 5:03PM ह्या वेळेस मिळेल | |
| Case No.: | |
| बाजार मुल्य : रु.0/- Lot No. : भरतेले मुंद्राक शुल्क : रु.632,025/- |) |
| Sr. No. Des 1) देयकाचा प्रकार :By Demand Draft रक्कम: रु.30,000 डीडी / धनादेश क्रमांक :185456 दिनांक :22/03/2010 बैंकेचे नाय व पता :भारतीय स्टेट बँक मुं | |
| 2) देयकाचा प्रकार :By Cash रक्कमः रु.2,040 | |
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| Rs.: 100.00 Rupees: One Hundred Only Cashier / Accountant Signature / Designation | |
| Cashier / Accountant Signature / Designation | |

(which expression shall unless repugnant to the context or meaning more. 25 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;

AND B



ODEON THEATERS PRIVATE LIMITED, a Company registered and incorporated under the Indian Companies Act, 1956 and having its registered office at 1st 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;

WHEREAS:

Α.

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 sa yards represent to 1690.64 sq. mtrs. or thereaboute as the the Property Card (1986 sq. yds. Equivalent to 1660 sq. mtrs] Flot No. E and Cadactra Survey No.4/301 of Lower Parel Division admeasuring 1152 sq yards dr tereabouts equivalent to 963.21 sq. mtrs. or thereabouts as per the property Card (1188 sq. yds. equivalent to 993.29 sq. mtrs. or pereabouts) 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 वार्याकांन्य 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 28th 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.

Scann

- 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 uilding/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 21st, 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 ang & Co. is annexed hereto and marked Annexure- G.
- 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 7th 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.



L. 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 HED BY 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 : 2

(ii) Floor(s) : 12 (iii) Building : Lodha Supremu

(iv) Carpet Area : 1546 sq ft

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.

B

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- 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.
 - L. 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 HERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO 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 : 2 (ii) Floor(s) : 12

(ii) Floor(s) : 12 (iii) Building : Lodha Supremu

(iv) Carpet Area : 1546 sq ft

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.





- (D) "Said Building" shall mean "Lodha Supremus" undertaken by Builder/Promoter to develop/construct multi-storeyed commercial Complex on the portion of the property.
- (E) "Buildings" shall mean the Lodha Supremus and any other or further Buildings to be constructed on the Property.
- (F) "Approvals" shall mean all licenses, permits and consents obtained from competent authorities to develop the Property and the Premises, and according the status of Information Technology Park to the Property, including but not limited to the approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto. It is clarified for the avoidance of all doubt that Approvals shall not include licenses to be obtained by the Purchaser under applicable laws.
- (G) "Common Amenities" shall mean the amenities as are available to and/or in respect of the Premises and more particularly described in the Fourth Schedule hereto.
- (H) "Carpet Area" means the carpet area of the Premises including all passages, decks, balconies, service slabs, cupboards, niches and/or any other area which he carpet area is calculated on bale shell base prior to application of any finishes / finishing material.
- 2. Rules of Interpretation

In this Agreement where the context admits:-

2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

 a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;

A

- b) All statutory instruments or orders made pursuant to a statutory provision;
 and
- c) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.







and in the Third Schedule hereunder written at or for the consideration therein contained. Aminabai Haji Abdul Rahim died. However no further details are available about her heirs and whether she died intestate or leaving behind her a Will or any testamentary disposition.

- OO. By an Indenture dated 28th September, 1967 made between Mohomed Bilal Haji Abdul Rahim therein called the Covenantor of the First Part, Taramati Kashinath Mahimtura therein called the First Covenantee of the Second Part and Kashinath Gajanan Mahimtura and Others therein called the Second Covenantees of the Third Part, Mahomed Bilal Haji Abdul Rahim covenanted with Taramati Kashinath Mahimtura, Kashinath Gajanan Mahimtura and Others that he shall on the request of the Taramati Kashinath Mahimtura, Kashinath Gajanan Mahimtura and Others produce to Taramati Kashinath Mahimtura, Kashinath Gajanan Mahimtura and Others or such person or persons as Taramati Kashinath Mahimtura, Kashinath Gajanan Mahimtura, Kashinath Gajanan Mahimtura and Others shall require, the documents more particularly set out in the Schedule to the said Indenture.
- PP. By virtue of the aforesaid, Kashinath Gajanan Mahimtura, Indira Chandrasen Mahimtura, Veena Harilal Mahimtura, Harilal Gajanan Mahimtura, Jayanti Mitrasen Mahimtura, Nishant Mitrasen Mahimtura and Asha Mitrasen Mahimtura became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said properties more particularly described in the First, Second, and Third Schedule hereunder written.
- QQ. By an Indenture dated 7th March, 1973 made between Kashingth Gajanan Mahimtura, Indira Chandrasen Matimtura, Veena Harilal Mahimtura, Harilal Gajanan Mahimtura, Jayanti Mitrasen Mahimtura, Nichant Mitrasen Mahimtura and Asha Mitrasen Mahimtura merein and the Vendors of the One Part and Odeon Theatres Private Limited therein called the Purchasers of the Other Part and herein in this Agreement referred to as the Builder/Promoter of the Third Part and registered with the office of the Sub-Registrar of Assurances Mumbai, under Serial No.870 of 1973, Kashinath Gajanan Mahimtura and others granted, conveyed, sold and transferred to the Builder/Promoter.
 - (i) The property more particularly described Firstly and Secondly in the Schedule to be said Indenture and in the First and the Second Schedule hereunder written.
 - (ii) All the share, right, title and interest of Kashinath Gajanan Mahimtura and others in the lands comprised in the passage and road shown on the plan annexed to the said Indenture and marked thereon as "means of access".
 - (iii) All the share, right, title and interest of Kashinath Gajanan Mahimtura and others into and over the property more particularly

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 10th December, 2007 made between Shyam Wadhumal 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, Shaym Wadhumal 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 27th April, 2007 the said suit was dismissed.
- UU. The Builder/Promoter filed First Appeal being Appeal No.1319 of 2007 (S.T.No.12772 of 2007) against the aforesaid Order dated 27th Adril, 2007. Interim order was passed on 16th 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 nereabouts 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 peing at Dr. E. Moses Road, Mumbai – 400 018.

THE SECOND SCHEDULE ABOVE REFERRED TO DELLE

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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.

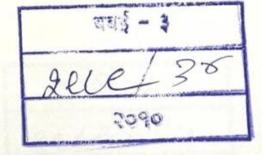
THE FOURTH SCHEDULE ABOVE REFERRED TO

COMMON AREAS

- 1. Stair case and main passage
- Staircase Entrance Area.
- Staircase Landings.
- Pump rooms.
- Lift Rooms and Lift Well.
- Entrance Lobby on ground floor.
- 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.
- Exterior Plumbing fixtures.
- 7. Suction Tank.
- 8. Watchman Cabin.
- 9. Electric Cabin.
- 10. Fire Fighting System.
- 11. Diesel Generator System.









Rota: 5000 (Gen-983:21.4.99)DyChE(BP)-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966.

No. EEBPC13654 164 1A of_11109102

COMMENCEMENT CERTIFICATE

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| word membai | 1,00 018 | | | | | | | |
| Sir, | | | | | | | | |
| With reference to your applic | cation No | 41 | 37 | | | | d | ated |
| 28-03.2000 | for Development Pe | ermissi | on and ar | ant of C | ommeno | ement | 204:6 | anta |
| O EO DITO PP HOMOSO | i ule Manarashtra | Region | al and To | nun nla | nning A | + 1066 | 2 to 0 | апу |
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| - CEDTINA U | nit un al- | | PA-IN | | 10. | 010 | , 1. | 100 |
| nd building permission un | der section 346 of | he Bor | nbay Mu | nicipal (| Corporat | ion Act. | , 1888 | B, to |
| c a building ill building f | on Plot N | 0110 | NA ICTO | No 2 | 1011 | 17-3 | Dist | 11 |

- 1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
- 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.
- This permission does not entitle you to develop land which does not vest in you,

Village/Town Planning Scheme No. 1000 parel

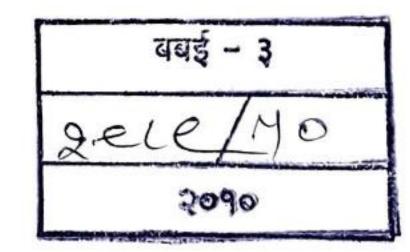
Certificate/Building permit is granted on the following conditions :-

m E. moses

- 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.
- This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbar, 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 important by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - 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.

Ward 615 the Commencement



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| | वबङ्ग - इ | |

FOI MUNICIPAL COMMISSIOINER FOR GREATER MUMBAL.

This c.e. is endorsed upto plinth as per amended relations

auppropress

AEBOCXL

AEBOCX

AEB

Assistant Engineer (R&R)/(R&R)

The Municipal Corporation of Greater Mumbal.

This Commencement Certificate is valid upto 10/09/2009

This Z-4 is granted upto plinth is try Slate

Op bosservent

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

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 derving title through or under him.

MUNICIPAL CORPORATION OF GREATER MUMBAI No.EB/3654/GS/A 0/10/11/2009

To, M/s.Spaceage Consultants Architect B-106, Natraj Building . Mulund-Goregaon Link Road Mulund (West), Mumbai -400080

Externion of the well they -1 "E' Ward, Mundin Tollice End e 10, 5, 10 Heliana : 1115 Mumbai - 400 008.

Sub: Proposed redevelopment of existing theatre & proposed I.T. Park buildiling on Plot bearing C.S.No. 3/301 & 4/301 of Lower Parel Division at Dr. E. Moses Road, Worli, Mumbai.

Your letter dated 25.8.2009

·Sir, With reference to above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions :

- 1. That all the conditions of I.O.D. under even No. dated 4th July 2008 and amended plan approved letter dated 8th October 2008 shall be complied
- 2. That the revised structural design/calculations/details/drawings shall be submitted before extending C.C.
- 3. That payments towards following shall be made before asking for C.C.
 - a. Premium towards staircase, lift, lift lobby area
 - b. Premium towards deficient width of access
 - c. Premium towards D.G. Sets
- 4. That the final N.O.C. from C.F.O. shall be submitted before asking for Occupation permission.
- 5. That the drainage layout shall be revised and be got approved from this office before carrying out further drainage work.
- 6. That the final N.O.C. from Director of Industries shall be submitted.
- 7. That the final N.O.C. from Tree Authority shall be submitted before asking for occupation certificate
- 8. That the C.C. shall be got endorsed as per the amended plan.
- 9. That the work shall be carried out strictly as per approved plan.
- 10. That the final Structural stability certificate shall be submitted before asking for B.C.C.
- 11. That the N.O.C. from Inspector of Lifts shall be submitted.

S/GS-3654

वबई 2090

- 12. 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 be provided.
- 13. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall be made in the satisfaction of Municipal Commissioner shall be provided.

A set of amended plans duly stamped/signed is hereby received as a token of approval.

Yours faithfully

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Executive Engineer, Building Proposals(City)- I

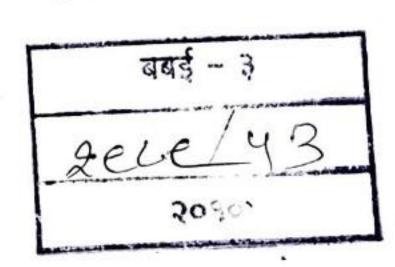
Copy to:

No.EB/3654/GS/A A+10/11/2009
The Owner,
Odian Theatre Pvt. Ltd.
Lodha Pavilion, Apollo Mill Compound
N.M. Joshi Marg
Mumbai 400 011

- Asstt.Commissioner G/South Ward ,
- A.E.W.W. G/South Ward

4. Dy.A.& C. (City)

Executive Engineer (Building Propesal)



S/GS-3654