



Wednesday, March 30, 2010

4:16:08 pm

Original

नोंदणी क्र. 39 मं
Regn. 39 M

पावती

पावती क्र. : 3552

दिनांक : 30/03/2010

गावाचे नांव : लो. अर. परत

दस्तऐवजाचा अनुक्रमांक : बबई 3 - 2986 - 2010

दस्त ऐवजाचा प्रकार : करारनामा

सादर करणा-याचे नाव : मे. परमेश्वर फेशन्स इम्पेक्स (प्रा.) लि. तर्फे वज्रदेव पी. साधु
फी

नोंदणी फी

₹ 30,000.00

दस्त हाताळणी फी

₹ 2,060.00

पृष्ठांची संख्या : 103

एकूण ₹.32,060.00

आपणास हा दस्त अंदाजे 4:36PM ह्या वेळी देण्यात आला

DELIVERED

सह दु. नि. मुंबई शहर क्र.

बाजार मूल्य : ₹.0/-

भरलेले मुद्रांक शुल्क : ₹.663,040/-

DELIVERED
मुद्रांक शुल्क निबंधक
मुंबई शहर क्र. ३

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

डीडी/ धनादेश क्रमांक : 185458 दिनांक : 22/03/2010

बँकेचे नाव व पत्ता : भारतीय स्टेट बँक मुं

2) देयकाचा प्रकार : By Cash रक्कम : ₹.2,060

AI - 400 001.
FLOOR,

A 003/079

TRANSFERABLE

Date :

2

Amount
(In Rs.)

100.00

DELIVERED

29 MAR 2010

Amount
(In Rs.)

Rs.:

100.00 Rupees :

2090

One Hundred

Total :

Only

Cashier / Accountant

Signature / Designation

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

Scanned

Consideration = 53042500/-
Certificate u/s. 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the
Collector of Stamps
Case No. Adj. (M) 968/2010
Date 29/03/2010

Received from Shri. Permeshwar Fashions Impex Pvt Ltd.
Residing at Mumbai
Stamp duty of Rs. (663040/-) Six Lacs Sixty Three Thousand and Four Hundred only
Challan No. 1920 Dated 29/03/2010.
Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 2652125/- (Two Lacs Sixty Five Thousand Two Hundred and Twelve 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 29/03/2010
Collector of Stamps
Mumbai



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on the 29th 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;



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geller
2090
Impex (P) Ltd

AND

Mr./Mrs./Miss/M/s Permeshwar Fashions Impex Pvt 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] [Signature]

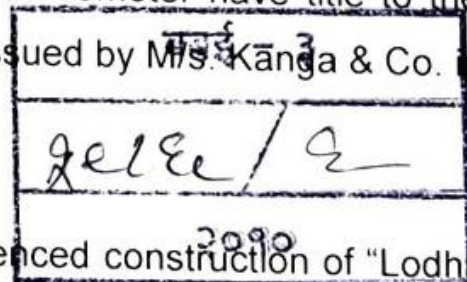
ODEON THEATERS PRIVATE LIMITED, a Company registered and incorporated under the Indian Companies Act, 1956 and having its registered office at 1st Floor, Geeta Cinema Bldg, Dr. E Moses Road, Worli, Mumbai - 400018, hereinafter referred to as "**BUILDER/PROMOTER**" (which expression shall unless it be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

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 822.82 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 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.

[Handwritten signatures]

- 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 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. 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 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.



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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 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	:	3
(ii)	Floor(s)	:	12
(iii)	Building	:	Lodha Supremus
(iv)	Carpet Area	:	1623 sq ft

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२२२/६
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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.

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- | | | | |
|-------|-------------|---|----------------|
| (i) | Unit No | : | 3 |
| (ii) | Floor(s) | : | 12 |
| (iii) | Building | : | Lodha Supremes |
| (iv) | Carpet Area | : | 1623 sq ft |

बयई - ३
२०१६/७
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.

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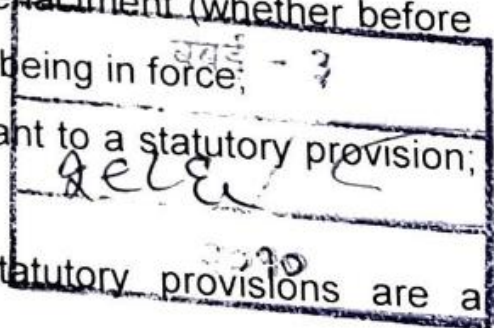
- (D) **"Said Building"** shall mean **"Lodha Supremus"** undertaken by Builder/Promoter to develop/construct multi-storeyed commercial Complex on the portion of the property.
- (E) **"Buildings"** shall mean the Lodha Supremus and any other or further Buildings to be constructed on the Property.
- (F) **"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 the Purchaser is entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material.

2. Rules of Interpretation

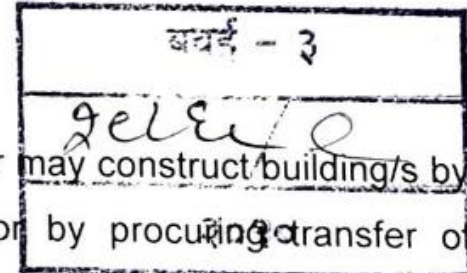
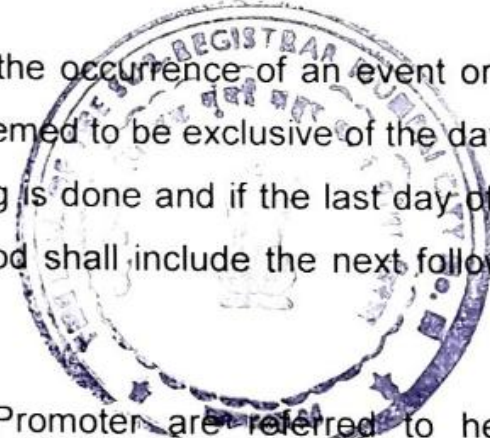
In this Agreement where the context admits:-

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - All statutory instruments or orders made pursuant to a statutory provision; and
 - Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

[Handwritten signatures]



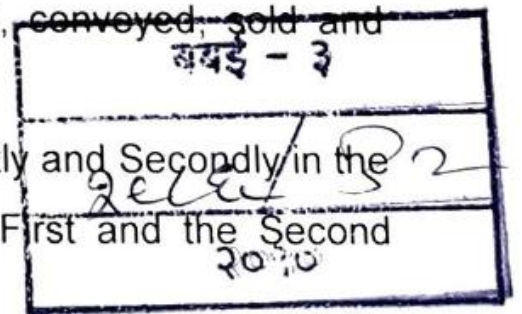
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any references to the masculine, the feminine and the neutral shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day;
- 2.10 The Seller, Purchaser and the Builder/Promoter are referred to herein individually as a "Party" and collectively as the "Parties"
3. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.
4. The Purchaser is aware that the Builder/Promoter may construct building/s by using the available and/or acquired FSI and/or by procuring transfer of development rights of any other property elsewhere or additional FSI due to amalgamation with any other property on account of amendment in the Development Control Regulations for the city of Mumbai or howsoever. The Purchaser hereby accords his irrevocable consent to the Builder/Promoter to the construction of the Buildings on the Said Property. The Purchaser has no objection and undertakes not to raise any objection to the construction of the Buildings on the Said Property. The Builder/Promoter covenants that the Purchasers' free ingress to and egress from the Premises is not adversely affected.



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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 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 Kashinath Gajanan Mahimtura, Indira Chandrasen Mahimtura, Veena Harilal Mahimtura, Harilal Gajanan Mahimtura, Jayanti Mitrasen Mahimtura, Nishant Mitrasen Mahimtura and Asha Mitrasen Mahimtura therein called 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



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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 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 27th April, 2007 the said suit was dismissed.

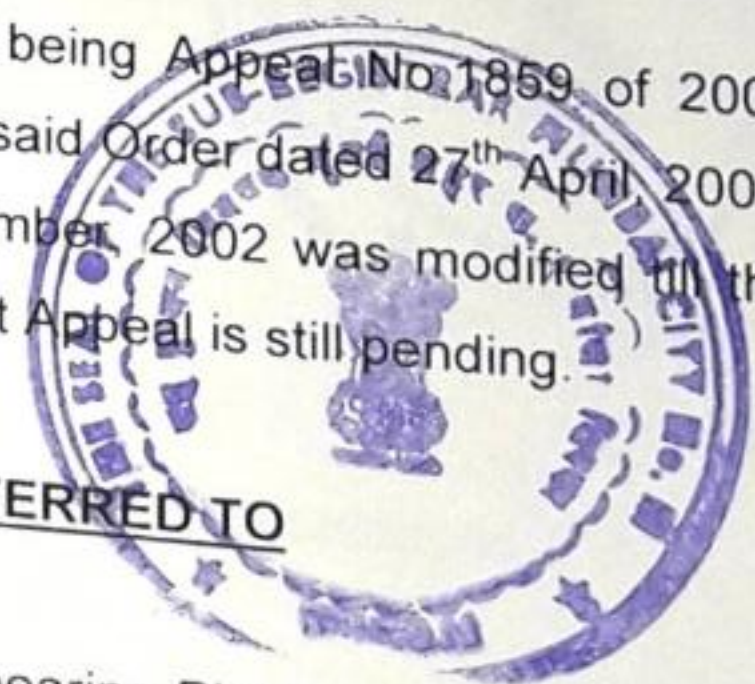
UU. The Builder/Promoter filed First Appeal being Appeal No.1859 of 2007 (S.T.No.12772 of 2007) against the aforesaid Order dated 27th April, 2007. Interim order was passed on 16th September, 2002 was modified till the disposal of the First Appeal. The said First Appeal is still pending.

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 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 TOCOMMON 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.
11. Diesel Generator System.



बवई - ३
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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. _____
2. _____



SIGNED AND DELIVERED

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

In the presence of:
1. _____
2. _____



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. _____
2. _____



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२९/३/१०
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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No. EEBPC/3654/GA of 11/09/02

COMMENCEMENT CERTIFICATE

To,

M/s Odcon Theatres Pvt Ltd
Gesta Cinema Bldg
1st floor Dr. E. Moses Road
Ward Mumbai 400 018

Sir,

With reference to your application No. 4197 dated 28-03-2002 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 G/240 3/3014/1 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 Dr. E. Moses 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 sanction plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under 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.

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No. EEBPCI3654 1G/1A of 11/09/08

COMMENCEMENT CERTIFICATE

To,

M/H Odcon Theatres Pvt Ltd
Gesta Cinema Bldg
1st floor Dr. E. Moses Road
Ward Mumbai 140 018

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 (2/210 3/3044) :- 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. 3/3044/307 Division/Village/Town Planning Scheme No. lower panel Situated at Road/Street Dr. E. Moses Ward 615 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 sanction plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under 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.



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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. Rewat 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.e. is granted upto plinth i.e. top slab of basement

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

P. P. Rewat
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.e. is endorsed upto plinth as per amended plans approved on 10.11.09

[Signature]
30/11/09
AEBPC-VI



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23B

MUNICIPAL CORPORATION OF GREATER MUMBAI

No.EB/3654/GS/A 04/10/11/2009

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

Ex. Enr. S. K. ... (City)-1
E' Ward, Municipal Office 3rd Floor,
10, S. K. ...
Mumbai - 400 008.

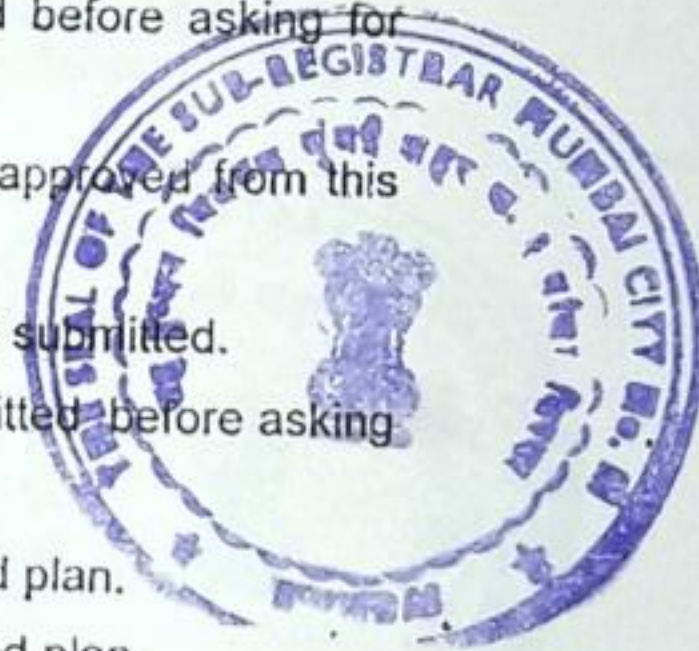
Sub : Proposed redevelopment of existing theatre & proposed I.T. Park building on Plot bearing C.S.No. 3/301 & 4/301 of Lower Parel Division at Dr. E. Moses Road, Worli, Mumbai.

Ref: Your letter dated 25.8.2009

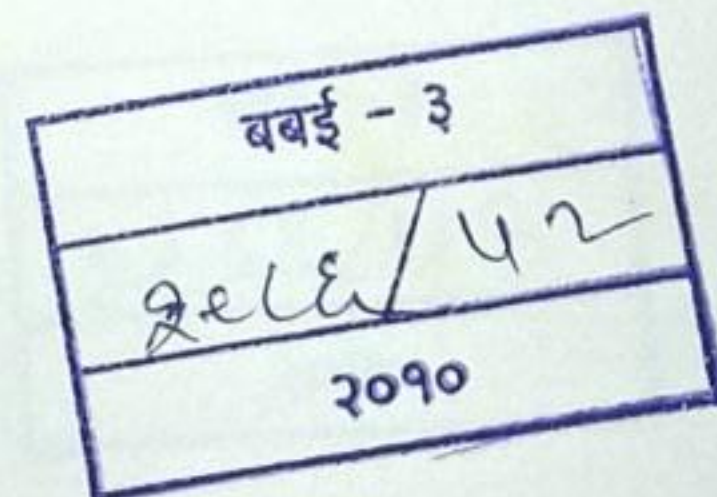
Sir,

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 with.
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



23B

MUNICIPAL CORPORATION OF GREATER MUMBAI

No.EB/3654/GS/A dt 10/11/2009

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

Ex. Enr. S. K. Haldar (City)-I
E' Ward, Municipal Office Building,
10, S. K. Haldar Road,
Mumbai -400 008.

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

Ref: Your letter dated 25.8.2009

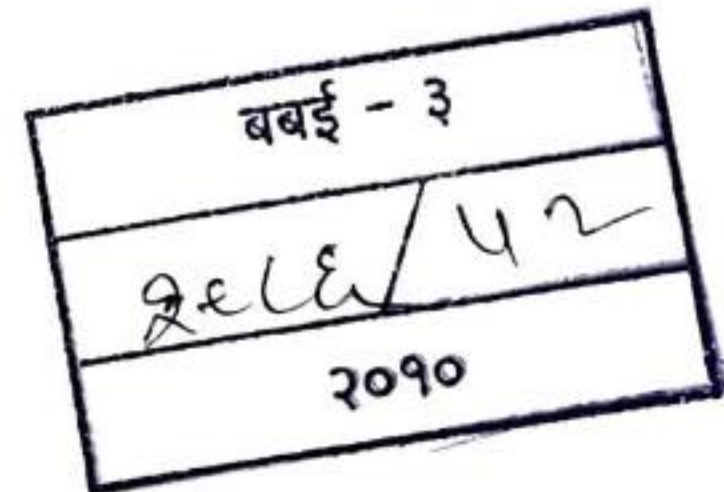
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10. That the final Structural stability certificate shall be submitted before asking for B.C.C.
11. That the N.O.C. from Inspector of Lifts shall be submitted.



S/GS-3654



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 returned as a token of approval.

Yours faithfully

sd/-

Executive Engineer,
Building Proposals(City)- I

No.EB/3654/GS/A dt 10/11/2009

Copy to :

- 1 ✓ The Owner,
Odia Theatre Pvt. Ltd.
Lodha Pavilion, Apollo Mill Compound
N.M. Joshi Marg
Mumbai 400 011
2. Asstt.Commissioner G/South Ward
3. A.E.W.W. G/South Ward
4. Dy.A.& C. (City)

D. S. Joshi
10/11/09

Executive Engineer
(Building Proposal) City-I



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