



Friday, June 1, 2012
3:52:09 pm

पावती

Original

नोंदणी 33 म.
Regn. 89/M

पावती क्र. : 6186

दिनांक : 01/06/2012

गावाचे नांव : लोअर पेल

दस्तऐवजाचा अनुक्रमांक : बबई 3 - 5181 - 2012

दस्त ऐवजाचा प्रकार : करारनामा

संश्लर करणा-याचे नाव : भक्तावर बी कवक

फी	नोंदणी फी	:	₹.30,000.00
	दस्त हस्ताळणी फी	:	₹.1,320.00
	पृष्ठांची संख्या : 65		

DELIVERED

एकुण ₹.31,320.00

आपणास हा दस्त अंदाजे 4:11PM वा वेळेत मिळेल

मह नृध्वमी निबंधक

बुबई शहर क

वाजार मुल्य : ₹.18,029,922/-

मोबदला : ₹.13,555,000/-

अरसेले मुद्राक शुल्क : ₹.909,660/-

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

नोंदणी/ पनावेश क्रमांक : 319222 दिनांक : 02/05/2012

बँकेचे नाव व पत्ता : एच टि एफ सी बँक लि मुं

2) देयकाचा प्रकार : By Cash रक्कम: ₹.1,320

DELIVERED

नोंदणी 63
Regn. 63m

गावाचे नाव : लोअर परेल

- (1) विलेखाचा प्रकार करारनामा
- (2) मूल्यदास रु.13,555,000/-
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतिलेपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) रु.18,029,922/-

- (4) भू-मापन,पोटोहिस्सा व घरक्रमांक(असल्यास)
- (5) क्षेत्रफळ
- (6) आकारणी किंवा जुडी देण्यात आसेल तेव्हा.
- (7) दरतरेवज करून देणा-या पक्षाकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

अंतीम प्लॉट नंबर-अंतीम प्लॉट नंबर -- 616घाट पालिकेचे नाव: मुंबई मनपा इतर बांधणी विभाग, मुंबई या मजला , वी थिंग , नमन मिडटाऊन ओफ सेनापती बापट मार्ग , एन्फिस्ट-1 रोड , मुंबई शहर , महाराष्ट्र सरकारची मालकी . टि पी एस न IV माहिम विभाग . 82.19 चौ.मीटर

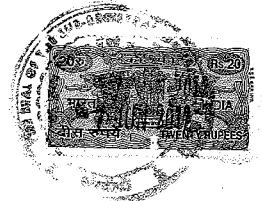
- (8) दरतरेवज करून घेणा-या पक्षाकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1) नाव:- श्री नमन डेव्हलपर्स लि घो हॅड ऑफ गिनीस्ट्रेशन नरोतम जोबनपुत्र ठाणे, पत्ता: 315 परेख मार्केट , 39 जे एस एस रोड , ओपेरा हाऊस , मुंबई फोन कोड:- 04 पिन नंबर: AAACN/56311

- (9) दरतरेवज करून दिल्याचा दिनांक
- (10) उपक्रमांक,खंड व पृष्ठ
- (11) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.909,660/-
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.30,000/-
- (14) शेर

- 1)नाव:- भलावर वी करक ; वय:54; पत्ता:-301 भारत चॅम्बर्स , वरोडा स्ट्रीट , मराठी मंडळी, मुंबई -09; पिन नं:-AAEPK2661B;
- 2)नाव:- अश्वी एक भरुचा ; वय:52; पत्ता:-301 भारत चॅम्बर्स , वरोडा स्ट्रीट , मराठी मंडळी, मुंबई -09; पिन नं:-AAGPB9505K;
- 3)नाव:- मुकुल एस दोशी ; वय:51; पत्ता:-301 भारत चॅम्बर्स , वरोडा स्ट्रीट , मराठी मंडळी, मुंबई -09; पिन नं:-AABPD2424Q;

05/01/2012
5181/2012



खरी प्रत

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वह दुष्यम निबंधक, मुंबई (व) ख. ३

श्री. प्रमोद जाधव
यांना त्याचे ता. 01/12 ज्या अर्जानुसार
क्र. ८०३३ नककल दिली तारीख 01/12/12

सहदुष्यम निबंधक मुंबई शहर क्र. ३
डरिता





सत्यमेव जयते

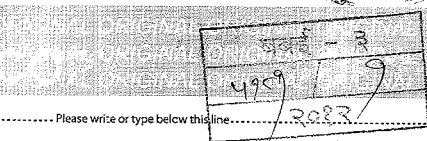
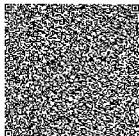
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by: *Shree Sai Mahadev*
 Stock Holding Corporation of India Ltd.
 Location : Goregaon
 Signature : *[Signature]*
 Details can be verified at www.shcstamp.com

Certificate No. : IN-MH08450201098585K
 Certificate Issued Date : 07 May 2012 12:43 PM
 Account Reference : SHCIL/EP/1mshcol04/GOREGAON/MH/MSU
 Unique Doc. Reference : SUBIN/1/MH/SHCIL/0109084219458592K
 Purchased by : BHAKTAWAR B KATRAK AND OTHERS
 Description of Document : Article 25 (b) to (d) Conveyance
 Property Description : UNIT NO. 603, 6TH FLR, B WING, NAMAN MIDTOWN, OFF SENAPATI BAPAT MARGI, PHINSTONE ROAD, MUM-13
 Consideration Price (Rs.) : 1,35,55,000
 (One Crore Thirty Five Lakh Fifty Five Thousand only)
 First Party : SHREE NAMAN DEVELOPERS LTD
 Second Party : BHAKTAWAR B KATRAK AND OTHERS
 Stamp Duty Paid By : BHAKTAWAR B KATRAK AND OTHERS
 Stamp Duty Amount (Rs.) : 8,69,000
 (Eight Lakh Sixty Nine Thousand only)



Please write or type below this line.....

B. B. Katrak.

Mumbai

0000723802

Statutory Alert:

- The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
- The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site 'www.shcstamp.com'

Tel : 022-61778151

E-mail :

Mode of Receipt

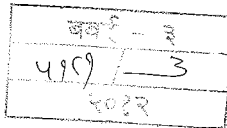
Account Id mhshcil01

Receipt Id RECIN-MHMHSHCIL0108078193214192

Account Name SHCIL-MAHARASHTRA

Receipt Date 07-MAY-2012

Received From BHAKTAWAR B KATRAK AND OTHERS	Pay To
Instrument Type PAYORDER	Instrument Date 02-MAY-2012
Instrument Number 319221	Instrument Amount 869000 (Eight Lakh Sixty Nine Thousand only)
Own Bank Details	
Bank Name HDFC BANK	Branch Name FORT
Amount of Pocket Expenses 0.0 ()	





सत्यमेव जयते

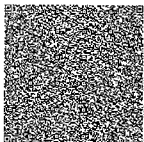
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by: Stock Holding Corporation of India Ltd
Location: Goregaon
Signature:
Details can be verified at www.shcilestamp.com

Base Certificate No. : IN-MH00450201098585K
Certificate No. : IN-MH08957242242275K
Certificate Issued Date : 31-May-2012 12:20:PM
Account Reference : SHCIL/FI/mhshcil01/GOREGAON/MH-MSU
Unique Doc. Reference : SUBIN-MHMHSHCIL0109630306142660K
Purchased by : BHAKTAWAR B KATRAK AND OTHERS
Description of Document : Article 25(b)to(d) Conveyance
Property Description : UNIT NO 603 6TH FLR,B WING,NAMAN MIDTOWN,OFF SENAPATI BAPAT MARG,ELPHINSTONE ROAD,MUM-13
Consideration Price (Rs.) : 1,35,55,000
(One Crore Thirty Five Lakh Fifty Five Thousand only)
First Party : SHREE NAMAN DEVELOPERS LTD
Second Party : BHAKTAWAR B KATRAK AND OTHERS
Stamp Duty Paid By : BHAKTAWAR B KATRAK AND OTHERS
Stamp Duty Amount(Rs.) : 40,560
(Forty Thousand Five Hundred And Sixty only)



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Mukesh D -
B.B. Katrak
[Signature]

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Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"



सत्यमेव जयते

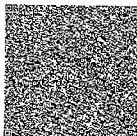
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by : Stock Holding Corporation of India Ltd.
Location: SRO-CUSTOM
Signature : [Signature]
Details can be verified at www.shclstamp.com

Base Certificate No. : IN-MH08450201098585K
 Certificate No. : IN-MH08990987510153K
 Certificate Issued Date : 01-Jun-2012 03:04 PM
 Account Reference : SHCIL(FI)mhshci01 / SRO-CUSTOM/ MH-MUM
 Unique Doc. Reference : SUBIN-MHMHSHCI0109666238794653K
 Purchased by : BHAKTAWAR B KATRAK AND OTHERS
 Description of Document : Article 25(b) to (d) Conveyance
 Property Description : UNIT NO.603,6TH FLR,B WING,NAMAN MIDTOWN,OFF SENAPATI BAPAT MARG,ELPHINSTONE ROAD,MUM-13
 Consideration Price (Rs.) : 1,35,55,000
 (One Crore Thirty Five Lakh Fifty Five Thousand only)
 First Party : SHREE NAMAN DEVELOPERS LTD
 Second Party : BHAKTAWAR B KATRAK AND OTHERS
 Stamp Duty Paid By : BHAKTAWAR B KATRAK AND OTHERS
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shclstamp.com"

Stamp Duty Purchased By	MRS. BHAKTAWAR B NATRAK & OTHERS		Stamp Duty Paid by	<input type="checkbox"/> 1st Party <input checked="" type="checkbox"/> 2nd Party
Stamp Duty Amount	Rs. 69,000-00	Type of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> DD <input checked="" type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT	<input type="checkbox"/> RTGS <input type="checkbox"/> Account to Account Transfer
Cheque/ DD/ PO/ UTR/ REF/Account No.	319221		Date: 07/11/2012	
Bank Name	HDFC BANK	Branch Name	MUMBAI - PORT	
Counter Signature with Seal				



Contact No :-

75116

ARTICLES OF AGREEMENT



THIS ARTICLES OF AGREEMENT made at Mumbai this 25 day of June in the Christian Year Two Thousand Twelve (2012) BETWEEN

SHREE NAMAN DEVELOPERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its office at 315, Parekh Market, 39, J.S.S. Road, Opera House, Mumbai-400004 hereinafter called "**the Promoters**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

Mumbai-400004
4119 / E
2012

AND

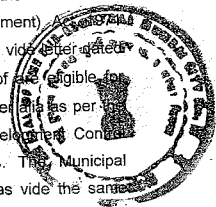
MRS. BHAKTAWAR B KATRAK, MR. ASPI F. BHARUCHA AND MR. MUKUL S DOSHI, 301, Bharat Chambers, Baroda Street, Masjid Bunder, Mumbai- 400 009, hereinafter referred to as "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning

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A. The Municipal Corporation "the MCGM") is the Owner of and is otherwise well and sufficiently entitled to all that piece and parcel of land situated, lying and being at F.P. No. 616 (pt) of TPS IV, Mahim Division off Senapati Bapat Marg, Elephinstone Road, Mumbai-400013 admeasuring 12419.75 sq metres or thereabouts as more particularly described in the First Schedule written hereunder (hereinafter called "the said plot");

B. The said plot was occupied by slum dwellers and is a censused/declared slum within the meaning of the Maharashtra Slum (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as "the Slum Act, 1971") vide letter dated 10th August, 2005 and the slum dwellers thereof are eligible for rehabilitation upon redevelopment of the slum inter alia as per provisions of Regulation No. 33(10) of the Development Control Regulations, 1991 for redevelopment of slums. The Municipal Corporation of the Greater Mumbai (MCGM) has vide the same letter also confirmed that they have no objection to the redevelopment of the said plot;



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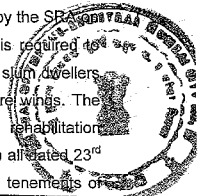
C. The said slum dwellers organized themselves into a cooperative society namely Dr. Babasaheb Ambedkar Nagar SRA Cooperative Housing Society Ltd., (hereinafter referred to as "the Society") having its Office at Dr. Ambedkar Nagar, Senapati Bapat Marg, Near Maharashtra Kamgar Centre, Elphinstone Road, Mumbai-400013 which is registered under Maharashtra Cooperative Housing Societies Act, 1960 vide registration certificate No. MUM/SRA/HSG/ (TC)/11113/2006 dated 16th May, 2006 and in pursuance of the resolution dated 26th January, 2005 passed at its Special General Body meeting, entered into a Development Agreement dated June 22, 2005 with Omkar Realtors And Developers Pvt. Ltd. (hereinafter referred to as "the said Omkar") through their predecessors M/s.Omkar Enterprises for

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consent for development of the said plot of land under the SRA Scheme and in accordance with provisions of Clause 33(10) read with Appendix (iv) of D.C. Regulations by "the said Omkar" and have accordingly entered into agreements with them;

E. The Slum Rehabilitation Authority (hereinafter referred to as "the SRA") has issued a Letter of Intent (L.O.I.) dated 15th February, 2006 bearing No.SRA/ENG/1153/GN/ML/LOI in favour of the said Omkar for redevelopment of the said plot and the said L.O.I has been revised vide LOI dated 25th May, 2007, LOI dated 30th May, 2008, LOI dated 15th September, 2008, L.O.I. dated 21st July, 2009 and further revised LOI dated 15th September, 2009;

F. The said Omkar had originally got approved from the Slum Rehabilitation Authority (hereinafter referred to as "the SRA") a layout for the said scheme bearing No.SRA/ENG/366/GN/ML/ LAY dated 27th September, 2006 which has been revised by the SRA on 4th June, 2007. As per the layout the said Omkar is required to construct rehabilitation buildings for rehabilitating the slum dwellers and one free sale building comprising of two or more wings. The said Omkar has completed construction of all the rehabilitation buildings and obtained Occupation Certificates (O.C.) allocated 23rd April, 2009 in respect thereof except for commercial tenements of the Rehab Buildings;



G. By a Development Agreement dated 3rd August 2007 duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BBE-3/3635 of 2007 on 12th December, 2007 read with Supplemental Agreement dated 29th March, 2010 and made between the said Omkar of the First Part, M/s. Omkar Realtors And Developers (Ambedkar Nagar) a registered partnership constituted under the Partnership Act,1932 having their office at Omkar

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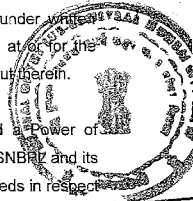
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rights for construction of the free sale business office building and right of sale of constructed premises therein on ownership basis comprising of lower basement, upper basement, lower stilt, upper stilt and 21 (twenty one) upper floors by utilizing sanctioned in situ free sale FSI admeasuring 18,202.02 square meters (hereinafter referred to as "the said Wing "A") in the free sale commercial office building to be now known as 'Naman Midtown' (hereinafter referred to as "the said free sale building") to be constructed on free sale plot of land now admeasuring 5546.85 sq.mtrs., (excluding permanent right of way to the Rehab Society) being a part of the said plot bearing F.P. No. 616 (pt) of TPS IV, Mahim Division off Senapati Bapat Marg, Elphinstone Road, Mumbai-400013 admeasuring 12419 sq. metres or thereabouts and delineated on the plan annexed hereto as ANNEXURE "A" and thereon shown surrounded by blue colour boundary line and more particularly described in the Second Schedule hereunder (hereinafter referred to as "the said free sale plot") at or for the consideration and on the terms and conditions as set out therein.

H. The said Omkar and the said Firm have executed a Power of Attorney dated 3rd August, 2007 in favour of the said SNBRLZ and its Directors, authorizing them to do various, acts and deeds in respect of the development of the said Wing "A" of the said free sale building on the said free sale plot;

I. By a Development Agreement dated 22nd April, 2010/ 2010 registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BBE3/3929 of 2010 on 22nd April, 2010 and made between the said Omkar of the First Part, the said Firm of the Second Part and the Promoters herein, of the Third Part, the said Omkar and the said Firm have empowered, authorized, granted and conferred upon the Promoters, the development rights for



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 2010

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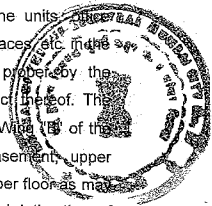
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floors by consuming and utilizing sanctioned in situ free sale FSI admeasuring 4100 sq.mtrs. (hereinafter referred to as **"the said Wing "B"**) in the said free sale building or thereabouts on a portion of the said free sale plot and which portion is more particularly described in the Second Schedule hereunder written at or for the consideration and on the terms and conditions as setout therein; The said Development Agreement dated 22nd April 2010 is hereinafter referred to as **"the said Agreement"**;

J. The said Omkar and the said Firm have executed a Power of Attorney dated 22nd April, 2010 in favour of the Promoters and its Directors, authorizing them to do various, acts and deeds in respect of the development of the said Wing "B" of the said free sale building on the said free sale plot;

K. In the premises aforesaid, the Promoters are entitled to and enjoined upon to construct the said Wing "B" of the free sale building as per the terms and conditions stipulated in revised LOI dated 27th June 2011, issued by the SRA and the Promoters have the sole and exclusive right to sell or dispose off or allot and to enter into agreement/s with the purchaser/s of the units, premises, car parking spaces, terraces, hoarding spaces, etc. in the said Wing "B" in the manner deemed fit and proper by the Promoters and to receive the sale price in respect thereof. The SRA has sanctioned the plans for construction of Wing "B" of the said free sale building comprising of lower basement, upper basement, lower stilt, upper stilt and 15 or such upper floors as may be sanctioned from time to time and has issued Intimation of Approval (I.O.A.) and Commencement Certificate bearing No. SRA/ENG/1792/GN/ML/AP dated 27th June, 2011 and 28th June 2011 respectively for the said free sale building.

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AFB

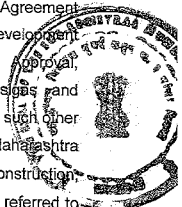
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area, driveway, staircase, lift shaft, common area, recreation ground etc. shall be shared as a common area by the occupants of Wing A and Wing B as also in the said free sale building to be known as "Naman Midtown" as well as the said free sale plot and have also arrived at certain understandings as regards formation of a common organization in respect of both the wings interalia amongst others as more particularly setout therein;

- M. The Promoters have entered into a prescribed Agreement with the Architect, Access Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and also appointed V.M.S Consultant as Structural Engineers for preparing structural designs and drawings and specifications of the said free sale building and the Purchaser/s accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the said free sale building unless otherwise changed;

- N. The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the original documents of title relating to the said Wing "B" in the said free sale building on the said free sale plot of land, MCGM, LOI's, Annexure II, orders, permission, consent letters, Development Agreement dated 22nd June, 2005, the said writings, the said Development Agreement dated 22nd April, 2010, Intimation of Approval, Commencement Certificate and all the plans, designs and specifications prepared by the Promoters' Architects and such other ancillary documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder;

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A.F.S

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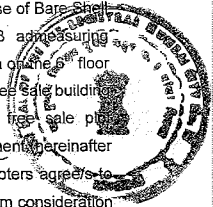
- (iii) Commencement Certificate dated 28th June 2011 bearing no: SRA/ENG/1792/GN/ML/AP for the said free sale building
- (iv) Title Certificate of Law Firm of Khonas dated 8th September, 2010.
- (v) Floor Plan.

P. Hereinafter for the sake of brevity, the term Purchaser/s shall be referred to as "the Purchaser/s" and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Bombay Stamp Act, 1958;

Q. While sanctioning the plans for the said Wing "B" the concerned local authorities, MMRDA, SRA and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters and/or the Promoters herein while constructing the said Wing "B" on the said free sale plot and upon due observance and performance of which only the occupation and the completion certificates in respect of the said Building shall be granted by the concerned local authority;

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R. The Purchaser/s being fully satisfied in respect of the title of Promoters to construct the said Wing "B" on the said free sale plot and has/have approached the Promoters for purchase of Bare Shell Unit/Office without any finishes bearing No. 603 admeasuring 737 sq. ft carpet area i.e. 68.47 sq. mtrs. carpet area on the 6th floor of the said Wing "B" under construction in the said free sale building to be known as 'Naman Midtown' on the said free sale plot alongwith right to use Two Car parking in the basement hereinafter referred to as "**the said Premises**") and the Promoters agree/s to sell to the Purchaser/s the said Premises at lumpsum consideration



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the Promoters full consideration amount of Rs.1,35,55,000/- Rupees One Crore Thirty Five Lacs Fifty Five Thousand only) being payment inclusive of earnest money towards the sale consideration of the said Premises (receipt whereof the Promoters do hereby admit and acknowledge).

T. The said Promoters have availed of short term loan facility from the IL & FS Trust Company Limited (hereinafter referred to as "**the said Bank**") and have executed an Indenture of Mortgage dated 29th June, 2011 duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BBE-2/5062/2011 on 29th June, 2011 read with Addendum to Indenture of Mortgage under Serial No. BBE2/8509/2011 dated 5th December, 2011 wherein mortgage is created on some of the Commercial Office Premises of the said Wing 'B' (hereinafter referred to as "**the mortgaged premises**"). Subsequently, on repayment the Mortgagee has released their charge on the said Premises and provided Noc/Consent dated 9th April, 2012 to the Promoter herein to sell the said Premises. The Copy of said NOC dated 9th April, 2012 is annexed hereto and marked as **Annexure "F"**;

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U. Under Section 4 of the said Act, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Purchaser/s being in fact these presents and also to register this Agreement under the Registration Act, 1908;

V. Relying upon the said applications, declarations and representations herein contained and made by the Promoters Purchaser/s agree to purchase the said 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:

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basement, upper basement, lower stilt, upper stilt (which is common to said Wing "A" and said Wing "B" of the said free sale building) and 15 or more upper floors by utilizing the free sale FSI that may be sanctioned by the SRA but not exceeding 4100 sq.mtrs., (hereinafter referred to as "the said Wing "B") to be constructed on a portion of the free sale plot of land now admeasuring 5546.85 sq.mtrs., (excluding permanent right of way to the Rehab Society) and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said free sale plot") being a part of the said plot admeasuring 12419.75 sq metres or thereabouts as more particularly described in the First Schedule written hereunder in accordance with the plans, specifications and designs that have been and from time to time may be sanctioned by the Slum Rehabilitation Authority, MCGM and other local authorities which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authorities or Government to be made in them or any of them. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of SRA, MCGM and MMRDA, provided that the location/position and the area of the said Unit/Office as defined hereunder agreed to be purchased by the Purchaser/s shall remain unchanged. The Purchaser/s hereby expressly consents to the Promoters making variations or modifications in the aforesaid plans as they may deem fit so long as the area of the said premises agreed to be purchased by the Purchaser/s remains unchanged. The Promoters shall not be required to take any further permission of the Purchaser/s for the same. The consent herein shall be considered as the consent on the part of the Purchaser/s contemplated by Section 7 (1) (ii) of the said Act.

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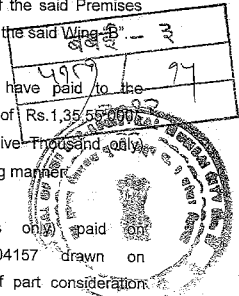
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the right to use 2 (Two)nos. Car Parking Spaces in the upper basement/lower basement/upper still/lower still in the said free sale building. The said Unit/Office and the said car-parking space are hereinafter collectively referred to as "the said Premises") more particularly mentioned in the Third Schedule hereunder at or for a total lumpsum consideration of Rs.1,35,55,000/-Rupees One Crore Thirty Five Lacs Fifty Five Thousand only) The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Fourth Schedule hereunder written. The total lumpsum consideration as hereinabove is inclusive of the proportionate price of the common areas, amenities and facilities appurtenant to the said Premises. The Purchaser has verified the carpet area which is inclusive of AHU, Niches & duct etc. and are satisfied with it and the purchaser will not raise any dispute or objection for the same in future. The percentage of the undivided interest of the Purchaser/s in the common areas, amenities and facilities limited or otherwise pertaining to the said Premises shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the said Wing "B" - 3

4. The Purchaser/s hereby agrees that they have paid to the Promoters the total lumpsum consideration of Rs.1,35,55,000/- (Rupees One Crore Thirty Five Lacs Fifty Five Thousand only) before execution of this presents in the following manner

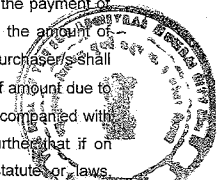
- (i) Rs.15,00,000/- (Rupees Fifteen Lacs only) paid on 3rdFeb,2012 vide Cheque Nos.904157 drawn on H.D.F.C.Bank(Fort) as and by way of part consideration including earnest money (receipt whereof the Promoters do hereby admit and acknowledge);
- (ii) And Balance consideration of Rs.1,20,55,000/- (Rupees One



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p.a. on all delayed payments from the due date till the date of payment thereof. In addition to the aforesaid installments, the Purchaser/s shall simultaneously therewith also be liable to bear and pay VAT and Service Tax and/or other taxes on the said installments as may be applicable.

5. The Purchaser/s is/ are aware that as per present statute, Service Tax/ VAT/GST are leviable/applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the applicable Service Tax/VAT/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/VAT/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same.



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6. Without prejudice to the right of the Promoters to receive interest

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of this Agreement the Promoters shall at its own option be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:

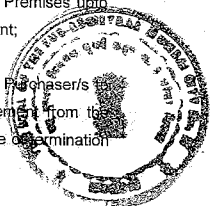
- (a) the Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
- (b) the Promoters shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoters may in its absolute discretion deem fit;
- (c) on the realization of the entire sale consideration on resale from the new prospective Purchaser/s towards the said Premises, the Promoters shall refund to the Purchaser/s the amount paid till then by the Purchaser/s to the Promoters without any interest in pursuance of this Agreement after deducting therefrom:

(i) 10% of the purchase price of the said Premises i.e. the earnest money (which is to stand forfeited by the Promoters);

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(ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;

(iii) the amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;



(iv) in the event of the said resale price being less than

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interest, compensation, damages, costs otherwise will and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encash/s the cheque or not, will amount to the said refund.

Provided always that the power of termination herein contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after receiving of such notice.



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7. The Promoters at its risk and responsibility may avail from banks/ financial institutions, loan/financial assistance for development and construction of the said Wing "B" on the said free sale plot in which the said Premises is situated and as a security for the payment thereof it may, create security on the development rights in respect of the said Wing "B" to be constructed on the said free sale plot of land together with units/premises in the said Wing "B" but without affecting in anywise or encumbering the said Premises. The

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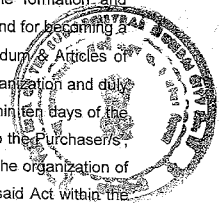
payment of the entire consideration including all dues, outgoings to be paid hereunder, the Promoters and the said SNBPL shall form a one composite Society/Limited Company/Condominium or any other association (hereinafter referred to as "the Common Organization") of all the purchasers/occupants of said Wing "A" and said Wing "B" of the said free sale building and it is the responsibility of the said Omkar and said Firm to cause the MCGM and/or such other competent authority to execute the Lease Deed for a period of 30 years renewable for another period of 30 years as per the present policy of the SRA in favour of such Common Organization.

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- (ii) The Purchaser/s alongwith other purchasers of units, offices and other premises in the said Wing "B" shall join in forming and registering the Common Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Common Organization and for becoming a member, including the bye-laws/Memorandum and Articles of Association of the proposed Common Organization and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of the Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the said Act. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of the Common Organization, as may be required by the Registrar of Co-operative

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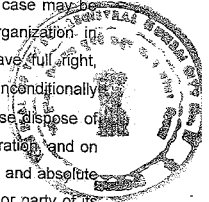


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and in event before the execution of Indenture of Lease, Deed of Assignment, Indenture of Sub-Lease in favour of the said Common Organization make full and true disclosure of the nature of its title to the said plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said free sale plot and shall, as far as practicable, ensure that the said free sale plot is free from all encumbrances so as to enable it to cause to demise, transfer in favour of the said Organization such clear and marketable title on the execution of the Indenture of Lease/Deed of Sub-Lease/Deed of Assignment.

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- (iv) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units and other premises including car parking spaces in the said free sale building shall at all times, including after the formation and registration of the Common Organization and/or after the lease of the said free sale plot and the said free sale building in favour of the Common Organization, be and remain the absolute property of the Promoters and/or the said SNBPL as the case may be, and the Promoters and/or the said SNBPL as the case may be shall become members of the Common Organization in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Common Organization shall object to or dispute the same. On the Promoters and/or the said SNBPL as the case may be intimating to the Common Organization the name or names



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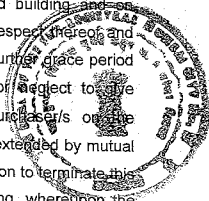
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without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoters and/or the said SNBPL as the case may be shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. Provided further that in the event the Promoters and/or the said SNBPL as the case may be occupies or permits occupation of any of the unsold units/premises such occupant or the Promoters and/or the said SNBPL as the case may be shall be liable to pay maintenance charges in respect of such unit in occupation.

9. The Promoters hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over physical possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the said Premises. Thereafter the same shall be complied and performed by the Purchaser/s.

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10. The Promoters shall give possession of the said Premises to the Purchaser/s after completion of the proposed building and on obtaining necessary Occupation Certificate in respect thereof and upon receipt of the entire consideration with a further grace period of 2 (two) months. If the Promoters fail or neglect to give possession of the said Premises to the Purchaser/s on the aforesaid date and/or on such date as may be extended by mutual consent then the Purchaser/s shall have the option to terminate this Agreement after giving 15 days notice in writing, whereupon the Promoters shall be liable on demand to refund to the Purchaser/s



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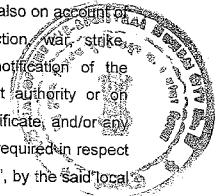
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that the Purchaser/s shall not be entitled to claim for loss and/or damages and/or mental trauma or otherwise howsoever till the entire amount alongwith interest thereon is refunded by the Promoters to the Purchaser/s the same shall subject to prior encumbrance if any, be a charge on the said Premises but only to the extent of the amount so due to the Purchaser/s. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. The Purchaser/s agrees that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accepts or encashes the cheque or not, will amount to the said refund.

11. The Promoters shall be entitled for reasonable extension of time for handing over the possession of the said Premises as stated in Clause 10 hereinabove if the completion of the said free sale building and/or of the said Wing "B" in which the said Premises is situated is delayed on account of non-availability of steel, cement and other building material and grant of electric and water connections or supply and other building material and also on account of any war, civil commotion, riots or act of God such as earthquake, flood or other natural calamities and also on account of the Government restrictions and/or enemy action, war, strike, terrorist attacks or any notice, order, rule, notification of the government and/or other public or competent authority or on account of delay in issue of the Occupation Certificate, and/or any other Certificate/permission/approval as may be required in respect of the said free sale building and/or said Wing "B", by the said local authority or any other concerned authority not due to any default on the part of the Promoter herein or any cause beyond the control of the Promoters or any other reasonable cause and that the

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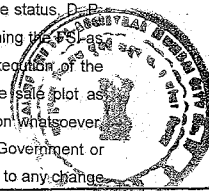


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parties hereto that:

- (a) The Promoter hereby declare that they are entitled to use the available FSI in respect of the said Wing "B", for construction of the said Wing "B" of the said free sale building on the said free sale plot and that no part of the FSI relating to the said Wing "B" has been utilized by the Promoters elsewhere for any purpose whatsoever;
- (b) The entire unconsumed and residual F.S.I., if any in respect of the Wing "B" of the said free sale building to be constructed on the said free sale plot, and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available till execution of the vesting document in respect of the said free sale plot as aforesaid on any account or due to any reason whatsoever including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the SNBPL, the said Omkar and/or the said Firm as the case may be, free of all costs, charges and payments, and neither the Purchaser/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;



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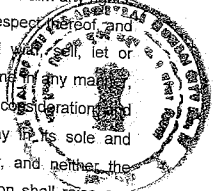
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desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said Wing "B" by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoters may deem fit and proper.

- (d) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said Wing "B". The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. The Purchaser/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks.

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- (e) All such new and additional tenements, units, premises, buildings and structures shall absolutely and exclusively belong to the Promoters, and neither the Purchaser/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner to any person/party of its choice, for such consideration and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s nor the Common Organization shall raise any dispute or objection thereto and the Purchaser/s hereby



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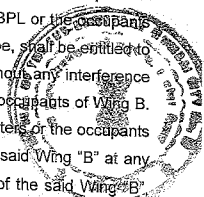
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(g) The Purchaser/s shall not at any time hereafter raise any objection of dispute on any ground whatsoever to the provisions of this clause 12 or to the Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchaser price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever;

(h) It is agreed and understood that at any time before the execution of the lease of the said free sale plot in favour of the Common Organisation of both the wings i.e Wing "A" and Wing "B" of the free sale building known as "Naman Midtown", the Promoters shall be entitled to amalgamate the said free sale plot with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said free sale plot in accordance therewith. The Purchaser/s shall not raise any objection to or dispute such amalgamation of the said free sale plot of land by the Promoters; and

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(i) It is hereby understood that If the said SNBPL or the occupants of the said Wing "A" propose to redevelop entire said Wing "A" at any time, the said SNBPL or the occupants of the said Wing "A", as the case may be, shall be entitled to proceed with such redevelopment, without any interference or objection from the Promoters or the occupants of Wing B. It is further understood that if the Promoters or the occupants of Wing B propose to redevelop entire said Wing "B" at any time, the Promoters or the occupants of the said Wing "B"

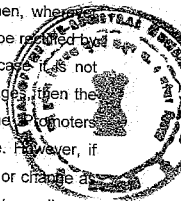


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said Wing "B" shall endeavor to install / acquire the Common Areas and Facilities on such redevelopment and the parties will mutually agree upon the terms of sharing of the Common Areas and Facilities in the event of redevelopment of entire Wing "A" or Wing "B".

- (j) The provisions of this clause 12 shall always be of the essence of this Agreement and shall be covenant running with the land.
13. The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises are ready for use and occupation.

Provided that if within a period of 1 (one) year from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoters any defect in the said Premises or the said free sale building in which the said Premises is situated or the material used therein or any unauthorized change in the construction of the said free sale building, then, where possible such defects or unauthorized changes shall be rectified by the Promoters at the Promoters' own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change. However, if the Purchaser/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises and/or the said free sale building, the liability of the Promoters shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost/s.



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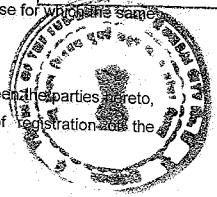
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gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/permissions of the Promoters and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Premises to be carried out by Purchaser/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Purchaser(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Premises and that Plans and details for interior work should be submitted to the Promoters and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoters and/or the Common Organization. It is further agreed that the Purchaser(s) shall keep deposited Rs.1,00,000/- (Rupees One Lakh only) with the Promoters and/or the Common Organization as a deposit which shall be used by the Promoters and/or the Common Organization to rectify damage caused, if any, to the said Wing "B" or any structure or common property or others' property during interior works. That the decision of the Promoters and/or the Common Organization in this respect shall be final and binding on the Purchaser(s).

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15. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted.
16. Unless it is otherwise agreed to by and between the parties hereto, the Promoters shall within four months of registration of the

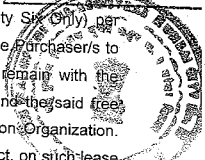


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executes lease as aforesaid, the Promoters shall execute a sub-lease in respect of such portion of the free sale plot as is required for the free ingress and egress of the occupants of Wing "A" and Wing "B" in favour of the Common Organization with the right to reconstruct/repair Wing "A" and Wing "B" in the event of the same being destroyed or damaged or rendered unusable.

17. Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the saleable area of the said Premises) of outgoings in respect of the said free sale plot and the said free sale building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said free sale plot and the said free sale building. Until the Common Organization is formed and the said free sale plot and the said free sale building leased to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. At the time of being handed over possession of the said Premises, the Purchaser/s shall pay to the Promoters a sum equivalent to one year's outgoings approximately by way of security deposit for payment of such outgoings. The provisional monthly outgoings payable in respect of the said Premises shall be calculated at the rate of Rs. 17,696 (Rupees Seventeen Thousand Six Hundred Ninety Six Only) per month (saleable area). The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until lease of the said free sale plot and the said free sale building is executed in favour of the Common Organization. Subject to the provisions of section 6 of the said Act, on such lease.

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advance and shall not withhold the same for any reason whatsoever.

18. The Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said Wing "B" from the date of possession in respect of the said Premises. The common expenses in respect of the said free sale plot, shall be shared by the purchasers of units and other premises of the said Wing "B" in proportion of their respective area.

19. The Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following amounts:

(i) Rs.15,000/-(Rupees Fifteen Thousand Only) for legal charges.

(ii) Rs.350/-(Rupees Three Hundred Fifty Only) for share money and entrance fees.

(iii) Rs.10,000/-(Rupees Ten Thousand Only) for formation and registration of the said Common Organization.

(iv) Rs.2,12,352/-(Rupees Two Lacs Twelve Thousand Three Hundred Fifty Two only) towards 12 months proportionate share of outgoings and proportionate share of taxes.

(v) Rs.40,000/-(Rupees Forty Thousand only) towards deposit for water meter and electric meter and costs of electric sub-station and cables.



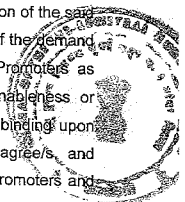
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specified in Clause 19 above without having to render any account of whatsoever nature either to the Purchaser/s or the said Common Organization utilise the sum specified in Clause 19(i) and paid by the Purchaser/s to the Promoters Partly for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/Advocates of the Promoters and the cost of preparing and engrossing the vesting document and also utilize sums specified in Clause 19(iii) for the purposes mentioned therein.

(b) The Purchaser/s shall be responsible to bear and pay and/or reimburse to the Promoters, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to Service Tax, VAT, GST, etc. levied/charged by the State and/or Central Government or any other competent authority at any time in respect of this transaction and/or these presents ("Amount of Tax"). The Amount of Tax shall be payable at the time of paying each installment of the balance consideration and balance, if any against the possession of the said Premises by the Promoters or within 7 (seven) days of the demand thereof, whichever is earlier. The decision of the Promoters as regards its payment or non-payment and/or reasonableness or otherwise of such statutory levies shall be final and binding upon the Purchaser/s and Purchaser/s doth hereby agree/s, and undertake/s to indemnify and keep indemnified the Promoters and their successors in title and assigns in respect thereof.



Time as to payment being essence of this clause.

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21. The Purchaser/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the

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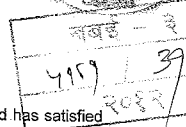
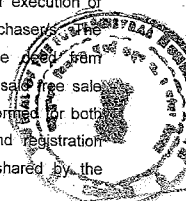
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22. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MCGM, Government and/or any other Public Authority in respect of the said free sale plot described in the Second Schedule hereunder written and/or the said free sale building standing thereon, the same relating to the period after the Purchaser is put in possession of the said Premises shall be borne and paid by the Purchaser/s in proportion to the saleable area occupied by it.

23. The Purchaser/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or SRA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Purchaser/s. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said free sale plot in favour of the Common Organization to be formed for both Wing "A" and Wing "B" including stamp duty and registration charges in respect thereof shall be borne and shared by the occupants of the said Wing 'A' and Wing "B".

24. The Purchaser/s has:

- (i) taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoters' title to the develop the free sale plot more particularly described in the Second Schedule and the said Premises as more particularly described in the Third Schedule hereunder written prior to the execution of this Agreement and the Purchaser/s doth hereby accepts the same and agree not to



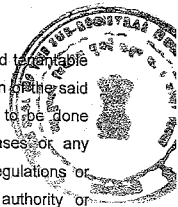
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2009, the said drawings, the said Development Agreement dated 22nd April, 2010, Intimation of Approval dated 27th June, 2011, Commencement Certificate dated 28th June, 2011 and all the plans, designs and specifications prepared by the Promoters' Architects and the Promoters rights, liabilities and responsibilities thereunder and in respect of the said free sale plot and the said Wing "B" and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s that he/she/they has/have no objection to the same.

25. The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:

- (a) To abide by the terms and conditions of the said Common Areas and Facilities Agreement;
- (b) To maintain at the Purchaser's own cost in good tenable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Wing "B", staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;
- (c) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said



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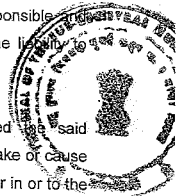
including entrances of the said Wing "B" and in case any damage is caused to the said Wing "B" and/or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to carry out the repair at the Purchaser's cost;

- (d) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in the said Premises or to the said Wing "B" or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

- (e) Not do or suffer to be done anything in the said Premises or to the said Wing "B" or the said Premises which is in contravention of Clause 14. And in the event of the Purchaser/s committing any act in contravention of the said Clause 14 above the Purchaser/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser's cost;

- (f) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in

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Promoters and/or the said Common Organization and in the event so such damage the Purchaser shall indemnify the Promoters and/or the Common Organization for the same;

- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free sale plot and the said Wing "B" or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said free sale plot and the said Wing "B";
- (i) Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Wing "B";
- (j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- (k) The Purchaser/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Premises or the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under



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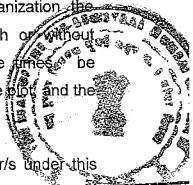
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regulations which the said Common Organization may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot, the said free sale building, the said Wing 'B' and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Wing "B" and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (m) Till the lease of the said free sale plot and the said Wing "B" is executed in favour of the Common Organization the Promoters and its servants and agents, with or without workmen and others, shall at all reasonable times be entitled to enter into and upon the said free sale plot and the said Wing "B" or any part thereof .

26. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.

27. This Agreement sets forth the entire Agreement and understanding between the Promoters and the Purchaser/s and supersedes, cancels and merges :



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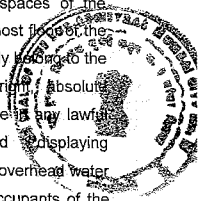
the Promoters in any documents, brochures, notices, circulars, etc. /or through on any other medium.

- (c) The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said free sale plot and the said Wing "B" or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said free sale plot and the said Wing "B" is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other purchasers of units and premises as herein stated.

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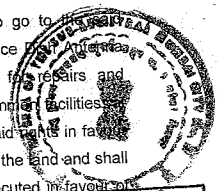
29. It is further expressly clarified, agreed and understood by and between the parties hereto that the lower basement, upper basement, lower stilt and upper stilt, all open spaces of the compound and the common terrace above the topmost floor of the said Wing "B", shall always absolutely and exclusively belong to the Promoters and the Promoters shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Wing "B". The Promoters shall not be liable to pay any



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Relay Station/s for Cellular and ...
 which purpose the Promoters shall be entitled to enter into suitable
 arrangement/s or agreement/s with any person/s on such terms
 and conditions as the Promoters deem fit and to receive/collect
 such contract monies/rents as consideration thereof from such
 person/parties/ allottees. It is hereby expressly agreed that in case
 of further expansion more particularly the vertical expansion of the
 said Wing "B" by way of additional floor/s, the Promoters shall be
 entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for
 Cellular and Satellite Communications etc. either over and above
 such additional floor/s and/or extension or such other place/s as
 may be convenient to the Promoters and the Purchaser/s and/or
 the said Common Organization shall not be entitled to raise any
 objection and/or create any hindrance in any manner whatsoever.
 The Purchaser/s will permit the authorised representative/s deputed
 by the Promoters/said Common Organization to go to the
 common terrace to install, check up and/or service Dish Antenna/s
 and/or any other electronic gadgets etc. and for repairs and
 maintenance of the tank/s and/or such other common facilities
 all reasonable times. It is agreed that the aforesaid rights in favour
 of the Promoters shall be covenants running with the land and shall
 form part of the assignment/sub-lease when executed in favour of
 the said Common Organization.



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30. The Purchaser/s hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the said Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser/s and the said Common Organization shall be bound and liable to render to

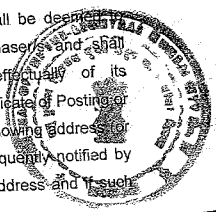
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each other shall not be construed as a breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.

32. The Purchaser/s and Promoters shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoters shall attend the Office of the Sub-Registrar and admit the execution thereof.
33. All letters, notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s and shall discharge the Promoters completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address or at any other address as may have been subsequently notified by the Purchaser/s as and by way of change of address and if such change is confirmed by the Promoters) :

301, Bharat Chambers,
Baroda Street,
Masjid Bunder,
Mumbai- 400 009



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34. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and the rules made thereunder.
35. All costs charges and expenses in connection with the formation of the Common Organization as well as the costs of preparing and

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by the Promoters as the
 Attorneys of the Promoters for preparing and approving all such
 documents shall be borne and paid by the Common Organization
 or proportionately by all the purchasers in the said Wing "A" and
 Wing "B". The share of the Purchaser/s in such costs, charges and
 expenses shall be paid by him/her/them immediately on when
 required.

36. The Stamp Duty and Registration charges payable on this Agreement shall be borne and paid by the Purchaser/s alone.
37. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
SHREE NAMAN DEVELOPERS LTD.	AAACN2568H
MRS. BHAKTAWAR B KATRAK	AAEPK2661B
MR. ASPI F. BHARUCHA	AAGPB9505K
MR. MUKUL S DOSHI	AABPD24240

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



THE FIRST SCHEDULE ABOVE REFERRED TO

(the said Plot)

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ALL THAT piece and parcel of land F.P. No.616 (pt) of TPS IV, Mahim
 Division, off Senapati Bapat Marg, Elphinstone Road, Mumbai-400013
 admeasuring 12419.75 sq metres or thereabouts as per Annexure-II
 issued by the Municipal Corporation of Greater Mumbai and revised Letter

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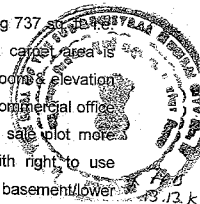
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THE SECOND SCHEDULE ABOVE REFERRED TO
(the said free sale plot)

ALL THAT piece and parcel of land now admeasuring 5546.85 sq.mtrs., (excluding area of the Rehab Society) bearing Final Plot No.616 (pt) of TPS IV, Mahim Division, off Senapati Bapat Marg, Elphinstone Road, Mumbai-400013 being a part of the said plot more particularly described in the First Schedule appearing hereinbefore.

THE THIRD SCHEDULE ABOVE REFERRED TO
(the said Premises)

Bare Shell Unit/Office No. Unit/Office No.603 admeasuring 737 sq.mtrs. 68.47 sq. mtrs. carpet area on the 6th floor and which carpet area is inclusive of AHU's, Service Passages, niches, Inverter Rooms & elevation features, on the 6th floor of the Wing "B" of the free sale commercial office building to be known as "Naman-Midtown" on the free sale plot more particularly described in the Second Schedule alongwith right to use 2(Two) nos. of Car Parking Space ^{WITH COVER} in the upper basement/lower basement/upper still/lower still as being allotted by the Promoter.



THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Nature, extent and description of common areas and facilities/limited common areas and facilities)

LIST OF COMMON AREAS AND FACILITIES FOR WING B

1. Entrance lobby;
2. Staircase of the building including the landing for the purpose of ingress and egress but not for the purpose of storage, recreation, residence or sleeping;
3. Lifts and Lift Lobby and landings
4. Common electric meter for common lights.
5. Refuse area located on the 6th (part) & 13TH (part) floor.
6. D.G. Set Power Back up for the said Unit/Office/Common area.
7. Overhead Water tank.
8. Lift Machine Room
9. Ducts

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1. Landing in front of stairs on the floor on the particular premises is located, as a mere access to the premises but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
2. Mechanical Car parking spaces in the upper basement/lower basement/upper stilt/ lower stilt in the free sale building.
3. Mobile Service Provider room, MTNL Room, IBS System tower.
4. Underground flushing and domestic water tank and water supply, rain water harvest system, façade cleaning system (rope way and gondola), CCTV.

The Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional premises are constructed in the said free sale building.

All areas not covered under "common areas and facilities" including open spaces, terrace, parking spaces are restricted areas and facilities and the Promoter shall have absolute rights to dispose of the same as the Promoter may deem fit.

SIGNED AND DELIVERED

by the withinnamed "Promoters"

SHREE NAMAN DEVELOPERS LIMITED

Through its Authorized Signatory

MR. NAROTTAM JIBANPUTRA

in the presence of ...

1. Bhauri
2. Somnath Doshi

SIGNED AND DELIVERED

by the withinnamed Purchasers

MRS. BHAKTAWAR B KATRAK

MR. ASPI F. BHARUCHA

MR. MUKUL S DOSHI

in the presence of...

1. Bhauri
2. Somnath Doshi

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Authorized Signatory



B. B. Katrak



Cheque No.	Cheque dated	Drawn on	Amount (Rs.)
904157	3.02.12	HDFC Bank Ltd	15,00,000/-
042449	12.03.12	HDFC Bank Ltd	67,77,500/-
134040	12.03.12	Union Bank of India	26,38,750/-
181818	12.03.12	HDFC Bank Ltd	26,38,750/-
(Rupees One Crores Thirty Five Thousand Fifty Five Only)			1,35,55,000/-

We say received

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For Shree Naman Developers Limited

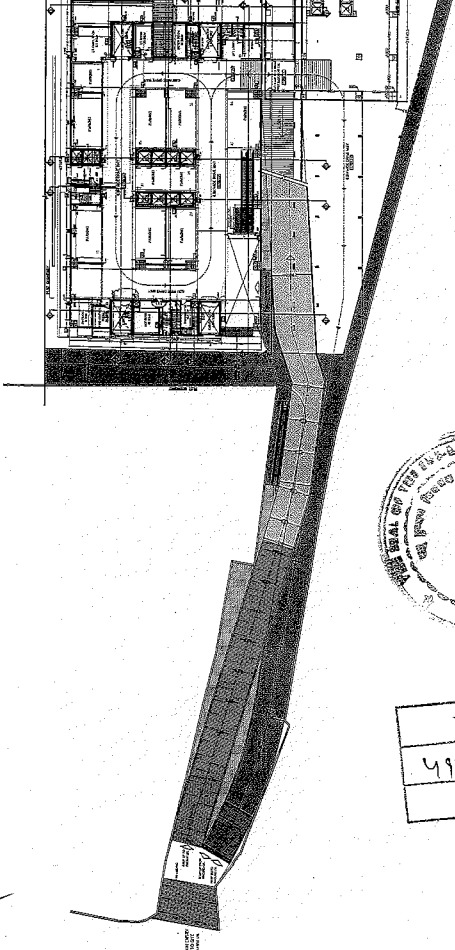
Witnesses:

1. *[Handwritten Signature]*
2. *[Handwritten Signature]*

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SCALE
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To,

M/s. Omkar Enterprises,
274, Kolsa Bunder, Barukhana,

29 MAY 2002

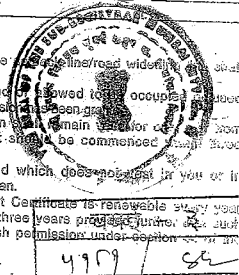
Mumbai-400010.

Sir,

With reference to your application No. 2878 dated _____ for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 35 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. F.P.O. No. 519 of C.T.S. No. _____ of village _____ T.P.S. No. IV, Mahim Diver ward G/N, situated at Elphinston Road, near Dr. Babasaheb
Ambedkar Nagar S.R.A. C.H.S. Ltd.

The Commencement Certificate/Building Permit is granted subject to compliance of conditions in LOI/UR No. SRA/ENG/1799/GN/ML/LOI and IOA/UR No. SRA/ENG/1799/GN/ML/AD and on following conditions.

1. The land vacated in consequence of endorsement of the _____ shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for _____ months from the date of its issue. However the construction work shall be commenced _____ months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years from the date of its lapse shall not bar any subsequent application for fresh permission under section 35 of Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) 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 condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



The C.E.O. (SRA) has appointed Sari. A.S.Khade

Executive Engineer to exercise his powers and functions of the Planning Authority under section 43 of the said Act.

This C.C. is granted for work up to plinth level for Sale Bidg only

For and on behalf of Local Authority
The Slum Rehabilitation Authority

ADW...
Executive Engineer (SRA) III
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

1 service floor + 3 upper floor of sale wing B as per attached plan
under even No. dated 27th June 2011.


Executive Engineer
Slum Rehabilitation Authority



वर्क - 3	
499	620
2087	

11 nos C.C. for height 67.35 mtr above

Executive Engineer II
Slum Rehabilitation Authority

No. SRA/ENG/1792/GN/ML/AP 10 SEP 2009


This C.C. is now extended for full height of the building (including overhead water tank & lift machine room) as per amended plans approved under no. SRA/ENG/1792/GN/ML/AP dated 10-8-2009


Executive Engineer
Slum Rehabilitation Authority

No. SRA/ENG/1792/GN/ML/AP 28 OCT 2009

This C.C. is now endorsed for full height of wing-A of sale building (including overhead water tank and lift machine room) as per amended plans approved under No. SRA/ENG/1792/GN/ML/AP dated 12.10.2009.




Executive Engineer
Slum Rehabilitation Authority

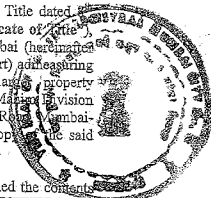
बवई - ३
५१११ / ६५
२०१२

REPORT ON TITLE

Re:- Commercial Office Building, Wing - A comprising of lower level basement, upper level basement, lower level stilt, upper level stilt plus twenty one (21) upper floors with saleable area of 3,70,030 sq.ft. standing on free sale plot of land now admeasuring 5546.85 sq.mtrs. or thereabouts being a part of the larger property admeasuring 12419.75 sq metres or thereabouts bearing F.P. No.616 (part) of TPS-IV, Mahim Division lying being and situated at off Senapati Bapat Marg, Elphinstone Road, Mumbai-400 013 ("said Property").

We have been furnished with certain documents of title in relation to the above property, upon perusing the same, we observe as under:

1. Law Firm of Khonas, Solicitors have by their Certificate of Title dated 28th September 2010 (hereinafter referred to as "the said Certificate of Title"), certified the title of Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), to the land bearing F.P.No.616 (part) admeasuring 5546.85 sq.mtrs. or thereabouts being a part of the larger property admeasuring 12419.75 sq metres or thereabouts of TPS-IV Mahim Division situate lying and being off Senapati Bapat Marg, Elphinstone Road, Mumbai-400 013 (hereinafter referred to as "the said Land"). A copy of the said Certificate of Title is hereto annexed as Annexure I.



2. We have perused the said Certificate of Title and have verified the contents thereof with the documents made available for our perusal in respect thereof and observe as follows:

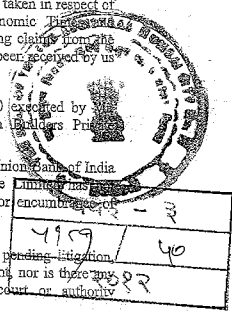
- | |
|----------|
| बवई - ३ |
| 419 / १९ |
| १२ |
- (i) MCGM is entitled to the said Land as owner;
 - (ii) Omkar Realtors and Developers Private Limited and M/s. Omkar Realtors and Developers (Ambedkar Nagar) were entitled to the developments rights in respect of the said Land and further entitled to assign the development rights pertaining to free sale component;
 - (iii) Omkar Realtors and Developers Private Limited and M/s. Omkar Realtors and Developers (Ambedkar Nagar) have assigned their development rights pertaining to the free sale component in favour of Shree Naman Builders Private Limited;

- (iv) Pursuant to the aforementioned assignment Shree Naman Builders Private Limited commenced construction of flats sale buildings and is in process of completing Wing- A comprising of lower level basement, upper level basement, lower level stilt, upper level stilt plus twenty one (21) upper floors with saleable area of 3,70,030 sq.ft;
- (v) Shree Naman Builders Private Limited have created a mortgage on the development rights acquired by Shree Naman Builders Private Limited pertaining to Wing-A with saleable area of 3,70,030 sq.ft. to be constructed thereon and 1st, 2nd and 3rd floors of Wing-B with saleable area of 22,170 sq.ft in favour of Union Bank of India and Bank of India.

3. On perusal of the said Certificate of Title, we observe that Law Firm of Khonas, Solicitors have caused the required searches to be taken in respect of the said Land. We have issued notices in The Economic Times and Maharashtra Times both dated 4th November 2010 inviting claims from the public in respect of the said Property and no claims have been received by us in this regard.

4. By and under a Declaration dated 15th December, 2010 executed by Alpesh Gandhi, authorized signatory of Shree Naman Builders Private Limited, it is *inter-alia*, declared that:

- i) save and except the mortgage created in favour of Union Bank of India and Bank of India, Shree Naman Builders Private Limited has not created any lien, mortgage, charge, lease, tenancy or encumbrance of any nature whatsoever in respect of the said Property;
- ii) the said Property is not the subject matter of any pending litigation, dispute or attachment, either before or after judgment, nor is there any restraining order or injunction passed by any court or authority pertaining to the said Property;
- iii) no Notice has been issued by the Slum Rehabilitation Authorities;
- iv) there is no winding up Petition pending against Shree Naman Builders Private Limited;
- v) no Notice of Attachment/Reservation in respect of the said Property or any part thereof has been served upon Shree Naman Builders Private Limited;
- vi) the Development Agreement dated 3rd August, 2007 and supplemental Development Agreement dated 29th March, 2010 and Power of Attorney



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dated 3rd August, 2007 are till date valid, subsisting, binding and in force and effect.

5. On the basis and subject to the above, in our opinion the title of Shree Naman Builders Private Limited, as developers/sub-developers to the said Property, as more particularly described in the Schedule hereunder written is clear and marketable.

THE SCHEDULE ABOVE REFERRED TO:
(Description of the said Property)

The commercial office building being Wing- A comprising of lower level basement, upper level basement, lower level stilt, upper level stilt plus twenty one (21) upper floors with saleable area of 3,70,030 sq.ft. standing on free sale plot of land now admeasuring 5546.85 sq.mtrs. or thereabouts being a part of the larger property admeasuring 12419.75 sq. metres or thereabouts bearing F.P. No.616 (part) of TPS-IV Mahim Division lying being and situated off Senapati Bapat Marg, Elphinstone Road, Mumbai-400 013 in the Registration District and Sub-District of Mumbai Suburban and bounded as under:-

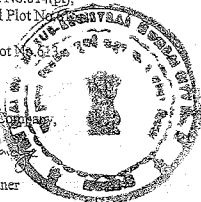
- On or towards the East : by Railway Colony standing on Final Plot No.614(pt);
On or towards the West : by Kamgar Krida Kendra standing on Final Plot No.615;
On or towards the North : by land bearing Final Plot No.616 (pt);
On or towards the South : by Elphinstone Mill standing on Final Plot No.617.

Dated this 15th day of December 2010.

Kanga and Company,

S.S. Kanga

Partner



वर्ग - ३
५९९ / ५९
२०१२

Certificate of Title
To Whomsoever It May Concern

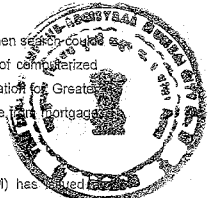
We have investigated the Title of the Municipal Corporation for Greater Mumbai to the property more particularly described in the Schedule hereunder written and hereinafter referred to as the said property.

We caused searches to be taken.

In the search report submitted, it has been stated that computerized index no II of Mahim Division is not available for search from 1st February 2010 till date.

We have published newspaper notices in Free Press Journal and Nav Shakti both dated 11.05.2010 inviting claims from public. We have not received any claim.

Subject to any document if registered within the period when search could not be taken because of torn records or no availability of computerized records, we certify that the title of Municipal Corporation for Greater Mumbai to the said property is clear, marketable and free from mortgage or charges.



The Municipal Corporation of Greater Mumbai (MCGM) has issued letter bearing No. AMC/GN/14881/Slum dated 10.08.2005 stating that the said property is a Censused slum.

495 / 4
495 / 4

Omkar Realtors & Developers Pvt. Ltd. (formerly known as M/s Omkar Enterprises) [hereinafter called "the said Omkar"] is developing the property under the D.C. Regulation 33 (10). The Slum Rehabilitation Authority have granted the Letter of Intent (LOI) dated 15th February,

5

B/4840/298S /2010

2006 in favour of the said Omkar for the development of the said property. Subsequently various LOIs are granted. The list of all the LOIs which bear the same No having following dates as under:

- 1) 15th February, 2006.
- 2) 25th May, 2007.
- 3) 3rd November, 2007.
- 4) 30th May, 2008. *
- 5) 15th September, 2008. *
- 6) 25th May, 2009. *
- 7) 20th February, 2009. *
- 8) 21st July, 2009.
- 9) 15th September, 2009. *



७९९ / ४३

The said Omkar has entered into partnership with eleven others and have formed a partnership by the name MESSRS. OMKAR REALTORS AND DEVELOPERS (AMBEDKAR NAGAR). The business of the said Partnership Firm is development of the said property under slum rehabilitation scheme only which includes the free sale building to be constructed on the said property and sell and dispose of the same.

As per the terms of the partnership, the said LOIs shall continue to be in the name of Omkar but all the benefits and advantages acquired for the development of the said property by the said Omkar from the slum dwellers, society and/ or SRA in respect of the development of the said property shall and will always belong to the said Partnership Firm only.

The said Omkar and the said partnership firm have entered into various Agreements with SHREE NAMAN BUILDERS PRIVATE LIMITED (hereinafter called the said "Naman Builders") as under:

- (a) Development Agreement dated 3/08/2007 registered under Sr.No.BBE3-3635-2007 and
- (b) Supplemental Development Agreement dated 29th March 2010 which is not registered with Sub-Registrar for grant to Naman Builders the development rights for construction of the free sale business office building (now called Wing "A") by consuming and utilizing sanctioned in situ free sale FSI admeasuring 12,434 sq.mtrs., on free sale plot of land admeasuring not less than 4281.05 sq. meters (now admeasuring 5546.85 sq.mtrs.) being a portion of the said property and (b) the rights to utilize and consume additional sanctioned in-situ free sale FSI of 5.768 sq.mtrs., beyond 12,434 sq.mtrs., already granted by Development Agreement dated 3rd August,2007 on the said property to Naman Builders and (c) right to sell, transfer, mortgage and/or otherwise create third party rights in respect of the offices and other constructed areas in the free sale building to be constructed on the free sale plot.
- (c) Indenture of Mortgage dated 06/09/2008 registered under Sr.No.BBE3-7001-2008 has been executed between said Naman Builders, the said Omkar and Union Bank of India and Bank of India. Under the said Mortgage the said Naman Builders, the said Omkar has created Mortgage in favour of the banks of all and singular the beneficial right, title and interest of the said Naman Builders over (a) free sale FSI/Development rights acquired by the said Naman Builders under the Development Agreement, present and future, in respect of the land being free sale plot admeasuring 4281.05 sq.mtrs being part of the said



4840/298S - 3
409 / 40
2008

property and (b) commercial office, building to be constructed thereon (Saleable area admeasuring .3,88,000 sq.ft.) together with the right to obtain lease of the land from the Municipal corporation and renewal thereof.

(d) One Amendatory Indenture of. Mortgage dated 6th March, 2010 registered under Sr.No.BBE3-2107-2010 has been executed between the said Naman Builders and the said Omkar and Union Bank of India and Bank of India, by which all and singular the beneficial right, title and interest of the said Naman Builders over (a) free sale FSI/Development rights acquired by the Said Naman builders under the Development Agreement, present and future in respect of the and being free plot measuring 4281.05 sq.mtrs . being part of the said property and (b) commercial office building known as Wing-A to be constructed thereon (Saleable area admeasuring 3,70,030 sq.ft.) and 1st, 2nd and 3rd floors of the commercial office building, known as Wing-B to be constructed thereon (Saleable area admeasuring 22,170 sq.ft.) together with the right to obtain lease of the land from the Municipal corporation and renewal thereof has been mortgaged in favour of the said two banks: **बकई - ३**



(e) The said Omkar and the said partnership firm have entered into Development Agreement dated 22nd April, 2010 registered with the Registrar under Registration No.BBE3/3929-2010 with SHREE NAMAN DEVELOPERS PVT. LIMITED (hereinafter called the said "Naman Developers" for granting development rights for construction of Wing "B" of the free sale business office building upon a part of the said free sale plot of land now admeasuring 5446.35 sq.mtrs. or thereabouts being a part of the said property by utilization of free sale FSI of 4100 sq.mtrs to Naman Developers together with the right to sell, transfer, mortgage and/or otherwise create third party rights in respect of the offices and

बकई - ३
५१२ / ५५
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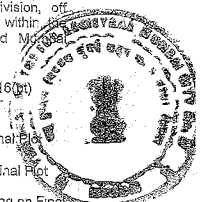
other constructed areas in the free sale building to be constructed on the free sale plot as setout therein.

The part of land on which the rehab building for the Slum Rehabilitation Scheme has been constructed shall be leased by the said Municipal Corporation to the Co-operative Society of the slum-dwellers (viz. Dr. Babasaheb Ambedkar Nagar SRA Cooperative Housing Society Ltd.) on 30 years lease at the lease rent of Rs. 1001 for 4000 sq.mt. of land or part thereof and renewable for a further period of 30 years. BMC will also execute a lease for the land under building for free sale component to the Society / Association of the premises/office Purchasers for 30 years at the lease rent of 1001 for 4000 sq.mt. of land or part thereof and renewable for the further period of 30 years

SCHEDULE OF THE PROPERTY

"ALL THAT piece and parcel of notionally sub divided land admeasuring 5548.85 sq. meters. i.e. Free Sale Plot being a part of FP No. 616 (pt) admeasuring 12419.75 sq. meters. of TPS IV, Mahim Division, off Senapati Bapat Marg, Elphistone Road, Mumbai-400013 within the registration sub district and district of Mumbai City and Mumbai Suburban and bounded as follows:

- On or towards the North : By land bearing Final Plot No. 616 (pt) (sewerage Purification Plant).
- On or towards the South : By Elphistone Mill standing on Final Plot No. 613
- On or towards the East : By Railway Colony standing on Final Plot No. 614 (pt)
- On or towards the West : By Kamghar Krida Kendra standing on Final Plot No. 615"

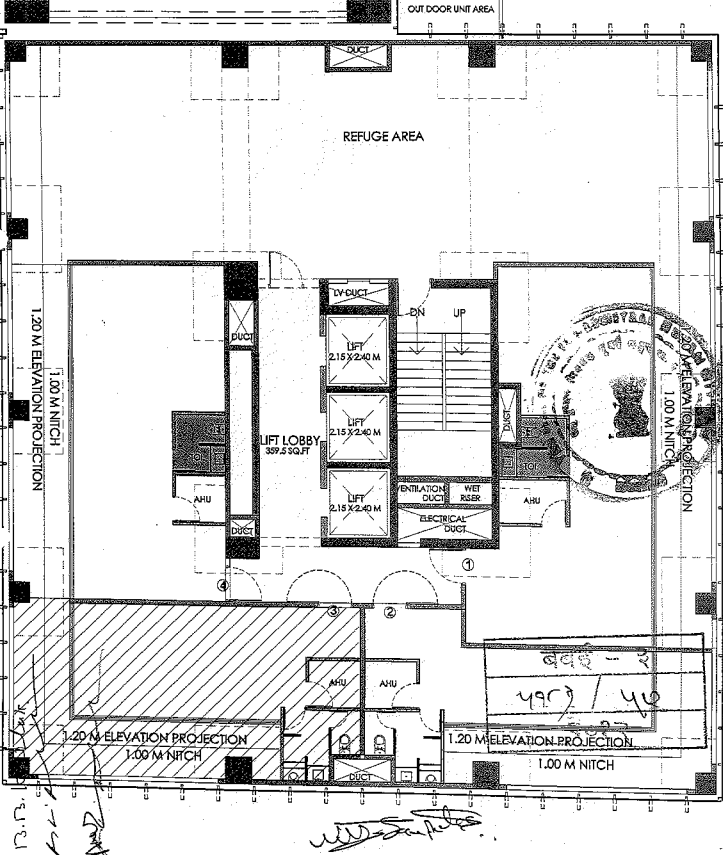


Mumbai Dated this 6th day of September 2010.

For M/s. Law Firm of Khonaes

419 / 42
2010
Partner

57



**PLAN OF OFFICE NO 603 ON 6TH FLOOR
 AT NAMAN - MIDTOWN WING "B"
 ON PLOT NO.616 (PT) OF TPS IV,
 MAHIM DIVISION OF SENAPATI BAPAT MARG,
 ELPHISTONE ROAD, MUMBAI 400 013**

Kind Attention: Mr. Alpesh Gandhi

Dear Sir,

Ref.: Short Term Loans aggregating to Rs 650,000,000(Rupees Six Hundred and Fifty Million only)

Sub: NOC for Release of 6th floor, Unit No. 603 of Naman Midtown B' Wing

This is with reference to your letter vide dated 14th March 2012 for NOC, we are acting as Security Trustee for the Captioned Transaction gives our NOC upon receipt of the Letter dated 31st March 2012 from the Lender i.e. IL&FS Financial Services Limited (IFIN) of approval and are requested to release the above mentioned premises

Accordingly, we hereby release the premises bearing no. 603 6th floor at Naman "B" wing at Tulsi Pipe Road, Lower Parel, Mumbai 400 001 from our charge

Thanking you,

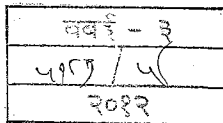
Yours Faithfully,

For IL&FS Trust Company Limited



Authorised Signatory

C.C: IL&FS Financial Services Limited (IFIN)



Regd. Office : IL&FS Centre, Plot No. C - 22, G Block, 3rd Floor, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, INDIA
Bangalore Office : IL&FS Trust Company Ltd., AL-Latheef, 1st Floor, No. 2 Union Street, Off Infantry Road, Bangalore - 560001, INDIA
New Delhi Office : IL&FS Trust Company Ltd., A-268, 1st Floor, Bhishm Pirahamah Marg, Defence Colony, New Delhi - 110024, INDIA
Kolkata Office : IL&FS Trust Company Ltd., IL&FS Constantia, 3rd Floor, 11 Dr. U. N. Bramachari Street, Kolkata - 700017, INDIA

www.itclindia.com

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHREEINAMAN DEVELOPERS LIMITED

27/10/1993
Remittance Account Number
AAACN2568H



पत्र - २
५९७ / ५९
२०१२

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SHREE NAMAN DEVELOPERS LIMITED HELD ON 3rd MAY, 2012 AT THE REGISTERED OFFICE OF THE COMPANY AT 315, PAREKH MARKET, 39, JS.S.ROAD, OPERA HOUSE, MUMBAI- 400004 10.00 A.M.

Authorization to enter into agreement for sale with Mrs. Bhaktawar B Katrak, Mr. Aspi F. Bharucha and Mr. Mukul S Doshi.

"RESOLVED THAT Mr. Jayesh Shah, Managing Director or Mr. Alpesh Gandhi, Manager Business Development and Finance or Mr. Priyadarshi Mehta, Head Legal and Taxation or Mr. Narottam Jobanputra, Head Administration of the Company be and is hereby authorized to:

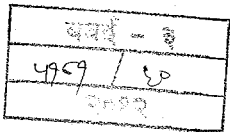
To enter into a Agreement for sale on behalf of the Company with Mrs. Bhaktawar B Katrak, Mr. Aspi F. Bharucha and Mr. Mukul S Doshi for Premises No. 603, 6th Floor of Naman Midtown, B-Wing, Senapati Bapat Marg, Elphinstone Road, Mumbai- 400013 and to sign, execute, register all undertakings, contracts, agreements, conveyances, instruments, writings and things pertaining to above & also to delegate the above powers to suitable person(s)"

"RESOLVED FURTHER THAT Mr. Jayesh Shah, Managing Director or Mr. Alpesh Gandhi, Manager Business Development and Finance or Mr. Priyadarshi Mehta, Head Legal and Taxation or Mr. Narottam Jobanputra, Head Administration of the Company is also authorized to appear before the Sub-Registrar of Assurances for registration of the said agreement for sale to be executed with Mrs. Bhaktawar B Katrak, Mr. Aspi F. Bharucha and Mr. Mukul S Doshi and also execute and register any other ancillary deed or document in this regard"

FOR SHREE NAMAN DEVELOPERS LIMITED


COMPANY SECRETARY

Dtd. 7th May, 2012
Place: Mumbai



HDFC BANK

understand your world

MANAGER'S CHEQUE

VALID FOR 6 MONTHS FROM THE DATE OF ISSUE, IF ISSUANCE IS BEFORE 1ST APRIL 2012
VALID FOR 3 MONTHS FROM THE DATE OF ISSUE, IF ISSUANCE IS ON OR AFTER 1ST APRIL 2012

Ref No. 006012241870

DATE 02/05/2012

ONLY
ABLE
PAY
JOINT SUB REGISTRAR MUMBAI CITY I

OR ORDER

ES. THIRTY THOUSAND ONLY.

Rs. *30,000.00

For HDFC BANK LTD.

BANK LTD.
MUMBAI - FORT
MUMBAI - 400001

[Handwritten Signature]
2013/05/02
AUTHORIZED SIGNATORIES

⑈319222⑈ 400240015⑈ 999001⑈ 12

₹ 30,000/-
417 / 89
2012

2011

कार्ड नं. / PERMANENT ACCOUNT NUMBER
AAGPB9505K

नाम / NAME
ASPI FAREDUN BHARUCHA

पिता का नाम / FATHER'S NAME
FAREDUN BEJANJI BHARUCHA

जन्म तिथि / DATE OF BIRTH
25-12-1950

आयकर अधिकारी (कंप्यूटर अंकित)
Commissioner of Income-tax (Computer)

हस्ताक्षर / SIGNATURE

2011



आयकर विभाग
INCOME TAX DEPARTMENT
MUKUL SURESH DOSHI
SURESH DOSHI
17/07/1961
Permanent Account Number
AABPD2424Q
Signature



भारत सरकार
GOVT. OF INDIA

आयकर विभाग
INCOME TAX DEPARTMENT

499/82

Signature

2011

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

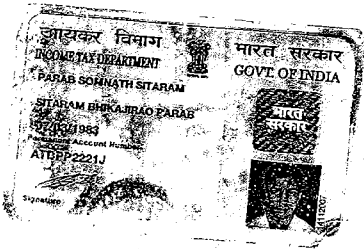
BAKHTAWAR B KATRAK
FAREDUN BEJANJI BHARUCHA

25/08/1950
Permanent Account Number
AAEPK2651B
Signature

आयकर अधिकारी (कंप्यूटर अंकित)
Commissioner of Income-tax (Computer)

Signature





स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

ADYPJ7378M



नाम / NAME
VINAY JAYANTILAL JHAVERI

पिता का नाम / FATHER'S NAME
JAYANTILAL KESHAVLAL JHAVERI

जन्म तिथि / DATE OF BIRTH
31-10-1966

हस्ताक्षर / SIGNATURE

(Signature)

आयकर अधिकारी (कंप्यूटर ऑपरेशन्स)
Commissioner of Income-tax (Computer Operations)



व्यक्ति - ५	
५१५१	६३

दस्त क्रमांक: बयई3 /5181/ 2012

याजार मुल्य: ₹.18,029,922/-

गोवदला: ₹.13,555,000/-

गरलेले मुद्रांक शुल्क: ₹.909,660/-

दु.नि.सह दुय्यम निबंधक मुंबई शहर 3 यांचे कार्यालयत

अ.क्र.5181 वर दि.01/06/2012

रोजी 3:38:26:000PM या. हजार केला.

पावती

सादर करणाराचे नाव:भक्तावर यो कवक

नोंदणी फी:

₹.30,000.0

दस्त हस्ताळणी फी:

₹.1,320.0

पृष्ठांची संख्या: 63

एकूण

₹.31,320.0

B. B. Kallak

दस्त हजार करणाऱ्याची सही :-

सह दु. नि. मुंबई शहर क्र 3

सह दु. नि. मुंबई शहर क्र 3

शिवका क्र.1 Jun 1 2012 3:51PM ची वेळ: (सादरीकरण)

शिवका क्र.2 Jun 1 2012 3:51PM ची वेळ: (फी)



प्रमाणित करणेत येते की, दस्तामध्ये
एकूण ६९ पाने आहेत. पुस्तक
क्रमांक १, बयई-३ ५९८१/२०१२
नोंदला. 11 JUN 2012
दिनांक.

सह दुय्यम निबंधक, मुंबई शहर-३

दस्तावेज क्रमांक :- बवई 3 / 5181 / 2012

दस्तावेजाचे प्रकार :- करारनामा

शेवक्या क्र.3 ची वेळ:(कमुली) Jun 1 2012 3:55PM

शेवक्या क्र.4 ची वेळ:(जोळख) Jun 1 2012 3:56PM

शेवक्या क्र.5 ची वेळ:(मोदणी) Jun 1 2012 3:56PM

क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठस्र

1 नाव:मत्तार ब्री कवळ
पत्ता:301 भारत चॅम्बर्स , बरोडा स्ट्रीट , मस्जिद बंदर
पिन नंबर:AAEPK2661B

Purchaser/Buyer/Executor2
वय :- 54
B.B. Kattak



सही

2 नाव:अरपी एफ भरुवा
पत्ता:301 भारत चॅम्बर्स , बरोडा स्ट्रीट , मस्जिद बंदर
पिन नंबर:AAGPB9505K

Purchaser/Buyer/Executor2
वय :- 52
A.P. Barua



सही

3 नाव:मुकुल एस दोशी
पत्ता:301 भारत चॅम्बर्स , बरोडा स्ट्रीट , मस्जिद बंदर
पिन नंबर:AABPD2424Q

Purchaser/Buyer/Executor2
वय :- 51
Mukul Doshi



सही

4 नाव:- श्री नमन डेव्हलपर्स लि चे हेड ऑफ मिनीस्ट्रेशन Saler/Executori
नरोतन जोयनपुत्र
पत्ता:315 धारेख मार्केट , 39 जे एस एस रोड , औपेरा
हाऊस , मुंबई

वय :- 56
Naman Devlopers



सही

वरील दस्तऐवज करून देणार न्यायक्याल करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात

ओळख



GA
सह दुय्यम निबंधक
मुंबई शहर क्र. ३

अनु क्र.

ओळखीचे नाव व पत्ता

1

नाव: विलय - झवेरी

वय: 45

पत्ता: 302 ए राधा, महावीर नगर, कांदिवली

पिन कोड: 67

Shankar



2

नाव: सोमनाथ - परब

वय: 27

पत्ता: 302 ए राधा, महावीर नगर, कांदिवली

पिन कोड: 67

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5181 / 2012

बळई - ३
५१७ / ६९
७-१२



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सह दुय्यम निबंधक
मुंबई शहर क्र. ३

AND

MRS. BHAKTAWAR B KATRAK

MR. ASPI F. BHARUCHA

MR. MUKUL S DOSHI

..Purchasers

AGREEMENT FOR SALE

10/10/2014

10/10/2014

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