

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	201709152568	15 September 2017, 04:29:32 PM			
मूल्यांकनाचे वर्ष	2017				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	116-साकी - कुर्ला				
उप मूल्य विभाग	116/543भूभाग: साकी गावातील सर्व मिळकती				
सर्व्हे नंबर /न. भू क्रमांक :	सि टी एस नंबर#4				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खूली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
44600	98400	170000	212800	103300	चौरस मीटर
बांधीव क्षेत्राची माहिती					
मिळकतीचे क्षेत्र-	114.53 चौरस मीटर	मिळकतीचा वापर-	दुकान संकुल	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	6 to 10 वर्षे	मूल्यदर/बांधकामाचा दर -	Rs 212800/-
उदववाहन सुविधा-	नाही	मजला -	Ground Floor/Upper Ground Floor		
प्रकल्पाचे क्षेत्र-	2 to 10 hector				
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर		= ((घसा-यानुसार मिळकतीचा प्रति चौ मीटर मुल्यदर) * 105 %)			
प्रकल्पाचे क्षेत्रानुसार		दुकान संकुल करिता प्रती चौ मीटर दर = Rs 223440/-			
मजला निहाय घट/वाढ		= 100% apply to rate= Rs.223440/-			
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर		=(((वार्षिक मुल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार नविन दर)+ खुल्या जमिनीचा दर) = (((223440-44600) * (90 / 100)) + 44600) = Rs.205556/-			
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 205556 * 114.53 = Rs 23542328.68/-				
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	13.94 चौरस मीटर = 13.94 * (223440 * 25/100) = Rs.716362.66/-				
एकत्रित अंतिम मुल्य	= मुख्य मिळकतीचे मुल्य +तळघराचे मुल्य + मेझॅनाईन मजला क्षेत्र मुल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मुल्य + बंदिस्त वाहन तळाचे मुल्य + खुल्या जमिनीवरील वाहन तळाचे मुल्य + इमारती भोवतीच्या खुल्या जागेचे मुल्य = A + B + C + D + E + F + G + H = 23542328.68 + 0 + 0 + 0 + 716362.66 + 0 + 0 + 0 =Rs.24258691.34/-				

Home Print

करल - 9
२०१७



Handwritten signature and initials.

CHALLAN
MTR Form Number-6

GRN	MH005434394201718E	BARCODE	[Barcode]		Date	15/09/2017-17:06:08	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID (If Any)				
Office Name	KRL3_JT SUB REGISTRAR KURLA NO 3			PAN No.(If Applicable)				
Location	MUMBAI			Full Name	QLITE ELECTRONICS CONTROL PVT LTD			
Year	2017-2018 One Time			Flat/Block No.	STORE UNIT NO.A-007 BOOMERANG BLDG			
Account Head Details			Amount In Rs.	Premises/Building				
0 04	Sales of Non-Judicial Stamp		150000.00	Road/Street	CHANDIVALI FARM ROAD			
				Area/Locality	ANDHERI EAST MUMBAI			
				Town/City/District				
				PIN	4	0	0	0 7 2
				Remarks (If Any)	SecondPartyName=KANAKIA SPACES REALTY PVT LTD FORME RLY KNOWN AS CENTAUR MERCANTILE PVT LTD करल - 9			
				Amount In	One Lakh Fifty Thousand Rupees Only २०९१			
Total			1,50,000.00	Words				
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref. No.	03006172017091500708	107059126		
Cheque/DD No.			Bank Date	RBI Date	15/09/2017-17:11:04	Not Verified with RBI		
Name of Bank			Bank-Branch	PUNJAB NATIONAL BANK				
Name of Branch			Scroll No. , Date	Not Verified with Scroll				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सधर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सधर चलन लागू नाही.



सधर दस्ता... य म.या मुद्राक गुरक रु. १२९३०००/-
१२९३०००/- १५/०९/१७.६.१७-२०१७
दस्ताची नोंदणी करायची आहे.

सह दुय्यम निबंधक कुर्ला - ४
मुंबई उपनगर जिल्हा

Suman Agawal



CHALLAN
MTR Form Number-6

GRN	MH005335033201718M	BARCODE			Date	13/09/2017-11:26:08	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID (If Any)				
				PAN No.(If Applicable)				
Office Name	KRL3_JT SUB REGISTRAR KURLA NO 3			Full Name	QLITE ELECTRONICS CONTROL PVT LTD			
Location	MUMBAI			Flat/Block No.	STORE UNIT NO.A-007 BOOMERANG BLDG			
Year	2017-2018 One Time			Premises/Building				
Account Head Details		Amount in Rs.		Road/Street	CHANDIVALI FARM ROAD			
0030045501	Stamp Duty	1063000.00		Area/Locality	ANDHERI EAST MUMBAI			
0030063301	Registration Fee	30000.00		Town/City/District				
				PIN	4	0	0	0
				PIN	7	2		
				Remarks (If Any)	SecondPartyName=KANAKIA SPACES REALTY PVT LTD FORME RLY KNOWN AS CENTAUR MERCANTILE PVT LTD-			
				Amount In	Ten Lakh Ninety Three Thousand Rupees Only			
				Words	20919			
Total			10,93,000.00					
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	03006172017091300237	130917M469189			
Cheque/DD No.		Bank Date	RBI Date.	13/09/2017-13.09:47	Not Verified with RBI			
Name of Bank		Bank-Branch	PUNJAB NATIONAL BANK					
Name of Branch		Scroll No. , Date	Not Verified with Scroll					

करल - 9
8 935
20919

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी लागू नाही.

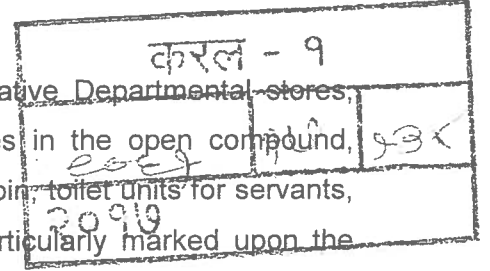


Sameer Agarwal

Concerned Authorities for constructing one or more premises on the terrace, the Promoter shall be entitled to sell such premises that be constructed by it on the terrace together with the terrace to such persons and at such rate and on such terms as the Promoter may deem fit. The Promoter shall be entitled in that event to allow use of such entire terrace to the purchaser of such premises on the terrace and the terrace shall then be in exclusive possession (as owner) of the purchaser of such premises. In the event of the Promoter constructing more than one premises on the terrace, the Promoter shall be entitled to sell to the intending purchasers the concerned premises in the Terrace together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society to be formed by the purchasers of premises as stated hereinafter shall admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event there being a water storage tank or any other common facility on the terrace (other common facility) then the Society shall be entitled to depute its representatives to go to the terrace for regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the purchasers of such premises on the terrace and the Society.

20. The said Property to be Developed together with all the buildings to be constructed thereon shall be finally conveyed to a Co-operative Society only after the said property is fully developed. The said Society shall be registered after the said Property to be Developed shall have been fully developed and all the premises in the said buildings shall have been sold and disposed of. The Purchaser shall become a member of the said Society (which is to be formed solely for the purpose of the said Buildings) and the Owner and the Promoter shall jointly execute the Conveyance in respect of the said Property to be Developed with the said Buildings in favour of the said Co-operative Society.

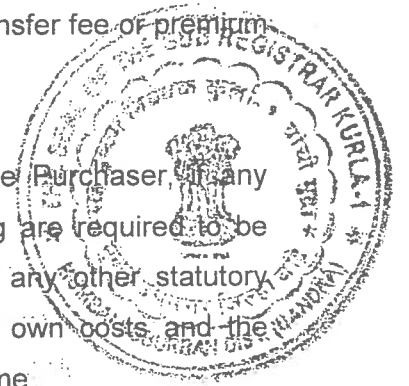
21. Even after the Co-operative Society for the said buildings has been formed as aforesaid, the Promoter shall have full right and authority to develop the said Property to be Developed and the entire FSI available on the said Land as also Additional FSI that may be obtained by way of TDR and/or under the other provisions of the Development Control Regulations as aforesaid, which shall continue to be under the ownership and control of the Promoter who shall be entitled to utilize the same for their benefit in development of the said Property to be Developed and the Purchaser and/or the said Society to be formed for the said Buildings as aforesaid shall have no right of any nature whatsoever in respect thereof.



Electric sub-station, Co-operative Societies' office, Co-operative Departmental stores, temple or place of worship, covered and enclosed garages, in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or lay out plan of the said Property to be Developed. The Purchaser shall not interfere with the rights of the Promoter by raising any disputes under Section 7 of MOFA and/or under any other provisions of any other applicable law.

23. In case the Conveyance is executed in favour of the Co-operative Society before the disposal by the Promoter of all the premises in the buildings being constructed on the said Property to be Developed, then in such case, the Promoter shall join in the Society as members holding such unsold Premises and as and when such premises are sold to third party at the discretion of the Promoter, the Co-operative Society shall admit as members the purchasers of such premises without charging any transfer fee or premium or any other extra payment of whatsoever nature.

24. After the possession of the said Premises is handed over to the Purchaser, any additions or alterations in or about or relating to the said Building are required to be carried out at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Purchaser at its own costs and the Promoter shall not be in any manner liable or responsible for the same.

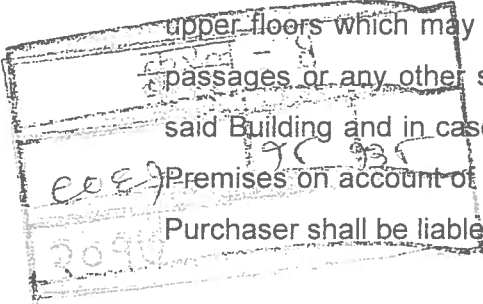


25. The Purchaser shall lodge this Agreement for registration within a week from the date hereof and in any event not later than a month from the date hereof. The Promoter or their representative/s will attend the concerned office of the Sub-Registrar of Assurance at Mumbai and admit execution thereof after the Purchaser shall inform them of the number under which the said Agreement has been lodged for registration.

26. The Purchaser themselves with intention to bind all persons into whose hands the said Premises may come, doth hereby covenant with the Promoter as follows:

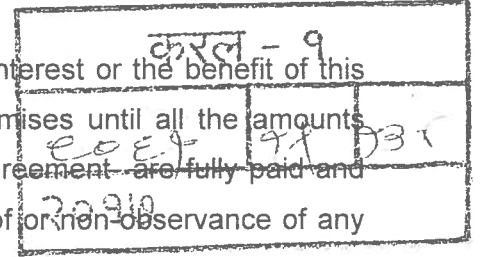
- (i) To use the said Premises for commercial purpose only.
- (ii) To maintain the said Premises at the Purchaser's costs in good tenantable repair and condition from the date on which possession of the said Premises is taken and not to do or suffer to be done anything in or to the Building in which the said Premises are situated, and also in the staircase or any passages which may be

local or other authority and not to carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage caused to the said Building or the said Premises on account of negligence or default of the Purchaser in this regard, the Purchaser shall be liable for the consequences of the breach.

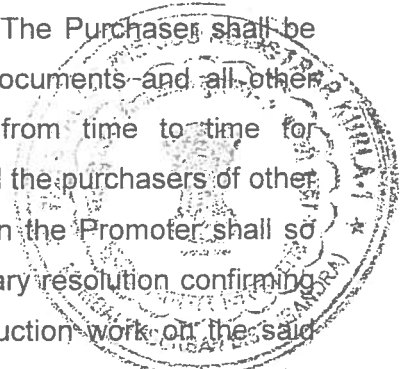


- (iv) To carry out at their own costs all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in or to the said Premises which may be forbidden by the rules and regulations and bye-laws framed by the concerned local authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (v) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration in the elevation and outside colour scheme of the Buildings and to keep sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs, or RCC part or other structural members in the said Premises without prior written permission of the Promoter and/or the Co-Operative Society. In case, on account of any alterations being carried out by the Purchaser in the said Premises, there shall be any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains), the Purchaser shall at its own costs and expenses repair such damage (including recurrence of such damage).
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or any portion of the said Property to be Developed and the said Building.
- (vii) To pay the amount payable under this Agreement. It is clarified that the Promoter is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for nonpayment of any amount or

(ix) Not to let, sub-let, transfer, assign, or part with his interest or the benefit of this Agreement or part with possession of the said Premises until all the amounts payable by the Purchaser to Promoter under this Agreement are fully paid and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of Promoter for the purpose and provided that the transferee, lessee, assignee etc. is approved by Promoter.

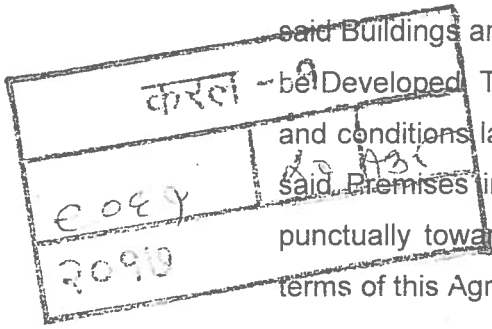


(x) To sign and execute the application for the formation and registration of the Society including the bye-laws of the proposed society within ten days from the date of receipt of intimation by the Promoter. No objection shall be raised to the changes in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other documents as the Promoter may require it to do from time to time for safeguarding the interest of the Promoter, the Owner and the purchasers of other premises. The Purchaser shall ensure that as and when the Promoter shall so require, the Co-operative Society shall pass the necessary resolution confirming the right of the Promoter to carry out additional construction work on the said Property to be Developed including the said Buildings and also confirming the right of the Promoter to sell on ownership basis other premises in the said Buildings to be constructed/ being constructed on the said Property to be Developed.



(xi) To allow the Promoter and their surveyors and Agents with or without workmen and others at all reasonable times to enter upon the said Premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and other services to the premises in the said Building in respect whereof the Purchaser or user or occupier thereof as the case may be shall have committed default in payment of its share of the property taxes and other outgoings as also in respect of the charges for electricity consumed by the such Purchaser.

(xii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause



said Buildings and the premises therein being constructed on the said Property to be Developed. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this Agreement or as per the rules of the Co-operative Society.

- (xiv) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the recitals thereof).
- (xv) By and under an Agreement for Sale of Office Premises dated 12.07.2010 and executed between the Promoter and GPX India Pvt. Ltd. ("GPX") and duly registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BDR-07901 of 2010, the Promoter has agreed to do the following in favour of GPX: (i) sell and transfer on ownership basis the office premises being Office No. A-001 on the Ground Floor of Wing A in the building Boomerang, (ii) to allot Parking Space for 15 cars, (iii) to give licence-cum-grant of a 5,356 square feet of utility space located at stilt area contiguous to the Office No. A-001, (iv) a license-cum-grant of a 3,950 square feet of space on the Wing A terrace for the location of chillers, and (v) a perpetual lease of approximately 3,200 square feet of space for the installation diesel storage tanks located adjoining the southwest perimeter road of the Property adjacent to the planned electrical sub-station on the Boomerang Complex and (vi) to grant exclusive, perpetual access to and use of rights of passage for conduits, piping, cabling and other infrastructure installed or passing through the Larger Property and the Building at locations described herein and at other locations to be mutually agreed between GPX, in the manner and on the terms and conditions agreed therein. The Purchaser hereby gives its consent and shall have no objection in respect of the aforementioned areas and rights granted by the Promoter in favour of GPX and for the incorporation of provisions in the bye-laws of the proposed society in respect of the aforementioned areas and rights granted by the Promoter in favour of GPX under the said Agreement for Sale of Office Premises dated 12.07.2010 and the Purchaser hereby agrees that it shall furnish no objection letters, confirmations and certificates in this regard upon the request made by the Promoter and/or the proposed society to the Purchaser, as the case may be, to furnish such no objection letters, confirmations and certificates.

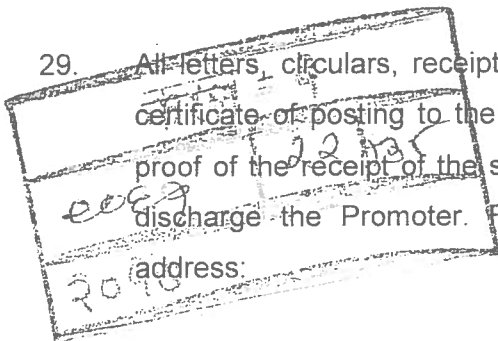
करल - १		
२०१९	२४	१३८
४८,०८६ sq. ft.		
२०१९		

- a. Sell and transfer on ownership basis the office premises being Office No. A-701, A-702, A-703, A-704, A-705 & part of B1-706 measuring 48,086 sq. ft. of carpet area on 7th Floor of the **said Building**
- b. to allot 21 car parking spaces comprising of 10 mechanical parks and 11 on ground parking bays and the same shall be confirmed through resolution by the society as and when formed
- c. said 7th floor Terrace shall always remain open to sky and shall always be available exclusively for the purchasers /occupants/users of the 7th floor; It has been allowed and exclusively permitted the Purchasers/occupants/users of the 7th floor to use said terrace, hence, the said user should be continued all throughout by the intended Purchaser even when the Society is formed
- d. The Purchaser hereby gives its consent and shall have no objection in respect of the aforementioned areas and rights granted by the Promoter in favour of ECLINICAL and for the incorporation of provisions in the bye-laws of the proposed society in respect of the aforementioned areas and rights granted by the Promoter in favour of ECLINICAL under the said Agreement for Sale of Office Premises dated 4th June 2011 and the Purchaser hereby agrees that it shall furnish no objection letters, confirmations and certificates in this regard upon the request made by the Promoter and/or the proposed society to the Purchaser, as the case may be, to furnish such no objection letters, confirmations and certificates
- e. The Common Area Maintenance charges will take care to provide maximum security and protection exclusively to the 7th floor Purchasers as far as the user of the terrace is concerned;
- f. In the event any time by virtue of any amendment, or enactment of Act any right title is capable of being given in respect of the said common terrace the same shall first vests to the purchasers /occupiers /users of the 7th floor, respective units;

27. All costs, charges and expenses in connection with the preparation, engrossing, stamping and registering of the Conveyance and any other documents required to be executed by the Promoter or by the Purchaser including stamp duty and registration

28. All taxes imposed by any authority including GOODS & SERVICE TAX etc. shall be borne & payable by the Purchaser alone.

29. All letters, circulars, receipts and/or notices issued by the Promoter dispatched under certificate of posting to the address known to them of the Purchaser will be sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the Promoter. For this purpose, the Purchaser has given the following address:



QLITE ELECTRONICS CONTROLS PVT. LTD.

Office 539-540, Tower B3

Spaze I Tech Park

Sohna Road

Gurgaon - 122001

30. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Promoter or any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Promoter.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of "the said Land")

All the piece and parcel of land bearing CTS No.4, 4/1 to 4/76, (Part), 16, 17, 18 27(part), 32(part), 33, 34, 36, 40(part 5), as per Property Register Cards admeasuring as per the Indenture of Conveyance dated 30th November, 2004 is admeasuring 35,898 sq. mtrs bounded in the manner following i.e. on:

The North : by Chandivali Plaza;
The South : by Narayan Plaza;
The East : by Oberoi Garden;
The West : by Narayan Plaza.

THE SECOND SCHEDULE ABOVE REFERRED TO:

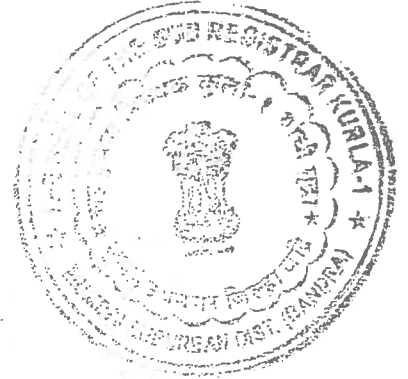
करल - १

(Description of "the said Property")

करल - १	
२०६९	२३ ३३८
२०१०	

All that piece and parcel of land bearing CTS Nos. 4, 4/1 to 4/76, 17, 33, 34, 36, 14A (part) and 14D and renumbered collectively as new CTS No. 4A and CTS No. 4B admeasures 32,831 square metres together with building and structures standing thereon situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, bounded in the manner following i.e on:

- The North : by Chandivali Plaza;
The South : by Narayan Plaza;
The East : by Oberoi Garden;
The West : by Narayan Plaza.



THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of "the said Property to be Developed")

All that piece and parcel of land bearing CTS No. 4, 4/1 to 4/76, 17, 33, 34, 36, 14A (part) and 14D and renumbered collectively as new C.T.S. No. 4A admeasuring 31,748.90 square meters, situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, sq. mtrs bounded in the manner following i.e. on :

- The North : by Chandivali Road;
The South : by Narayan Plaza;
The East : by Oberoi Garden;
The West : by Narayan Plaza;

THE FOURTH SCHEDULE ABOVE REFERRED TO:

"PART - A"

Particulars of said Premises: Store Unit No. A-007, admeasuring approximately 1,027 sq. ft.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Details of Common Areas and Facilities and Limited Common Area and facilities)

COMMON AREAS AND FACILITIES

1. The land, on which the said Building is proposed to be constructed.
2. Foundations, Columns, Beams, Supports, Mains Walls, Roofs / Slabs, Corridors, Lobbies, Stairs, Staircase, Entrances and Exist of the said Building.
3. Unless included in the Limited areas and facilities – Cellars, yards, Garden, Health Club and Open Spaces.
4. The premises in which Generator (if any) are lodged.
5. The installation of Central Services such as Electricity, Water, Common W.C.s and Baths (including servants Toilets), if any.
6. Elevators (if any) Tanks, Pumps, Motor Fans, Ducts and in general all apparatus and all installations – fittings and fixtures which may be provided for common use.
7. All other parts of the property necessary or convenient to its Existence, Maintenance and Safety or Normally in Common Use (Unless included in Limited Common Area and Facilities).

LIMITED COMMON AREAS AND FACILITIES

Limited Common Area and facilities such as corridors, lobbies, yards, stilts, open spaces and terraces of the buildings in respect of which specific rights may be created by the Promoter, in favour of specific purchaser if any.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Details of the amenities being provided in the Buildings Office)

1. **STRUCUTRE**

R.C.C. Framed Structure

2. **ELECTRICAL**

Main Electric Cable line upto the main entrance of the Office premises



करल - १		
२०१७	५	१५
२०१७		

AGREEMENT FOR SALE OF OFFICE PREMISES

Sameer Agawal

THIS AGREEMENT made and executed at Mumbai on this 15th day of Sept. in the Christian Year, Two Thousand and Seventeen;

BETWEEN

KANAKIA SPACES REALTY PRIVATE LIMITED (FORMERLY KNOWN AS CENTAUR MERCANTILE PRIVATE LIMITED),, a company registered under the Companies Act, 1956, and having its Registered Office address at "215 ATRIUM", 10th Floor, Next to Courtyard Marriot, Andheri Kurla Road, Andheri (East), Mumbai - 400093, hereinafter referred as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include its successors-in-title and permitted assigns) of the **ONE PART**;

AND

QLITE ELECTRONICS CONTROLS PVT. LTD., Indian Inhabitants both having their address at **Office 539-540, Tower B3, Spaze I Tech Park, Sohna Road, Gurgaon - 122001**, hereinafter collectively referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, legal representatives, executors administrators and permitted assigns) of the **SECOND PART**.

WHEREAS:

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- I. By and under a tripartite Indenture of Conveyance dated 30th November, 2004 executed between the Punjab National Bank ("PNB") as the vendor, Hindustan Transmissions Products Limited as the confirming party and the Promoter as the Purchaser and registered with the office of the Sub-Registrar of Assurances Kurla under Serial No. BDR-3/470 of 2005 (the "**Prior Conveyance**"), PNB thereby at or for the consideration, granted, sold, conveyed and assured unto the Promoter all those pieces and parcels of contiguous land admeasuring in the aggregate 35,898 square meters or thereabouts, comprising in CTS Nos. 4, 4/1 to 4/76, 15 (part), 16, 17, 18, 27 (part), 32 (part), 33, 34, 36, 40 (part 5) situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban together with building structures standing thereon and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**Larger Property**").
 - II. Thereafter upon application made by the Promoter, the Additional Collector & Competent Authority, Urban Land Ceiling, Brihanmumbai, by and under his letter bearing No. C/ULC/D.III/22/8059 dated 5th September, 2005 read with letter dated 24th October, 2005, has granted its permission for redevelopment of the CTS No. 4, 4/1-76, 16, 17, 33, 34 and 36 under Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 ("**ULCRA**") on the terms and conditions more particularly set out therein.
 - III. By and under letter bearing No. CHE/T19/DPES dated 27th May, 2005, the Executive Engineer, Building Proposals, Municipal Corporation of Greater Mumbai ("**MCGM**") has permitted the change of user in respect of CTS No. 4, 4/1- 76, 16, 17, 33, 34 and 36 from industrial to residential subject to the terms and conditions more particularly set out therein.
 - IV. Thereafter by and under two Development Agreements, both dated 20th March, 2006 executed between the Promoter of the One Part and Kanakia Construction Private Limited (therein referred to as "the Developer" and hereinafter referred to as "**KCPL**") of the Other Part and registered with the Sub-Registrar of Assurances under Serial Nos. BDR 3 – 2257 - 2006 and BDR 3 – 2258 – 2006 respectively ("**the Two Development Agreements**"), the Promoter granted development rights of the Larger Property to KCPL and KCPL acquired from the Promoter, free from all encumbrances, claims and demands of whatsoever nature, with clear and marketable title in respect of said Larger Property.
 - V. Pursuant to the two Development Agreements and payment of the entire aggregate

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

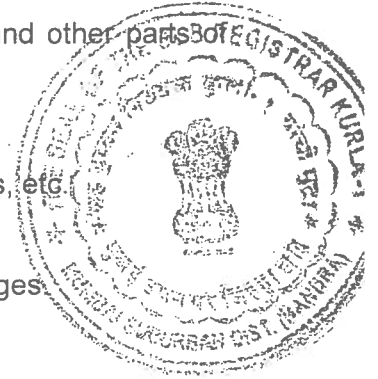
करल - १

(Details of the proportionate share of property taxes, water charges and other rates and

taxes payable by the Purchaser)

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1. All municipal taxes, imposition, levies and cesses imposed by any local authority including the water tax and charges etc.
2. Expenses for the day to day maintenance and management of the building such as lights on the staircases, passages, common terraces, common areas and lifts, service charges, maintenance of common gardens and salaries of watchman and ward and other staff.
3. Costs of cleaning and lighting the passages, landings, staircases, terraces and other parts of the building, as enjoyed or used in common, as aforesaid.
4. Salaries of Manager, Clerks, Bill Collectors, Chowkidars, Sweepers, Gardeners, etc.
5. Costs of working and maintenance of water pumps and lights and service charges.
6. Sinking and other funds as may be determined by the Promoter.
7. Such other expenses and outgoings as may become necessary to be recovered in the sole discretion of the Promoter.
8. Costs of maintenance / repairs of lifts.
9. Local and other Taxes.
10. Rent and Cost of Water Meter or Electric Meters and or any deposit for water and electricity.
11. Cost of water supplied by water tankers to be provided till municipal water is made available and also in case of deficit / shortage of water.
12. Such other expenses as are necessary or incidental for the maintenance and upkeep of the buildings.



IN WITNESS WHEREOF. the parties hereto have their respective authorized signatory

SIGNED AND DELIVERED)

by the within named "PROMOTER")

KANAKIA SPACES REALTY PVT. LTD.)

(FORMERLY KNOWN AS CENTAUR)

MERCANTILE PVT. LTD.)

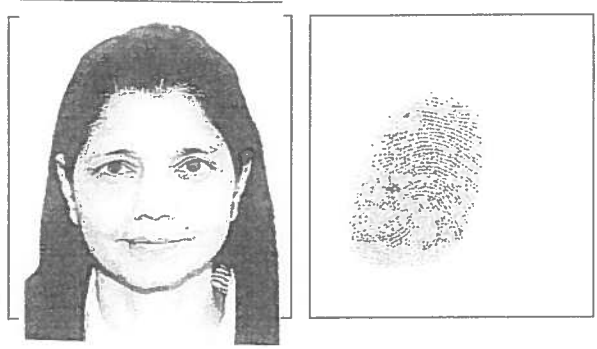
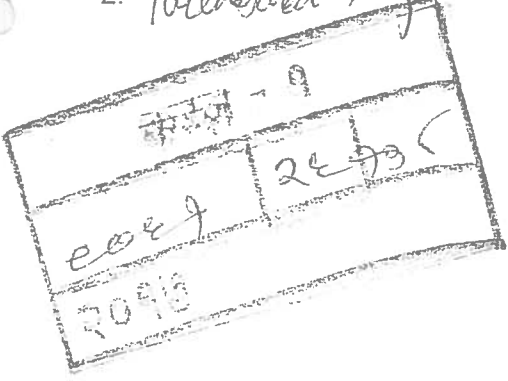
For Kanakia Spaces Realty Pvt Ltd
Asha H. Shah
Director

by the hand of one of its Director/Authorised Signatory

MRS. ASHA SHAH)

in the presence of)

- 1. *Olif*
- 2. *Parthivrat - Khajuria*



ASHA SHAH
Photograph/ Left Thumb Impression

SIGNED AND DELIVERED)

by the within named "PURCHASER")

GLITE ELECTRONICS CONTROLS PVT. LTD.)

Through its Director / Authorised Signatory)

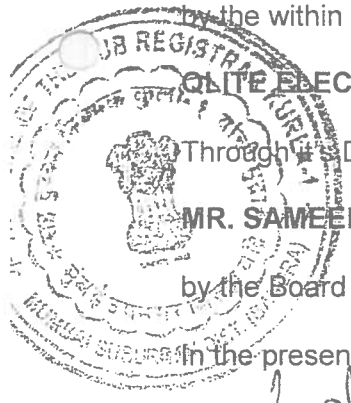
MR. SAMEER AGARWAL)

by the Board Resolution dated 16th June 2017)

Sameer Agarwal

In the presence of)

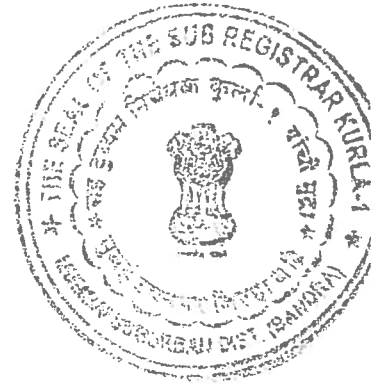
- 1. *Indul*
- 2. *Parthivrat - Khajuria*



RECEIPT

करल - १		
२०१९	२५	१३९
२०१७		

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser a sum of Rs.1,01,22,500/- (Rupees One Crore One Lakh(s) Twenty Two Thousand Five Hundred Only) as full payment towards the Sale Consideration as within mentioned to be paid by the Purchaser to us, under this Agreement:



WE SAY RECEIVED

KANAKIA SPACES REALTY PVT. LTD.

(FORMERLY KNOWN AS CENTAUR MERCANTILE PVT. LTD.)

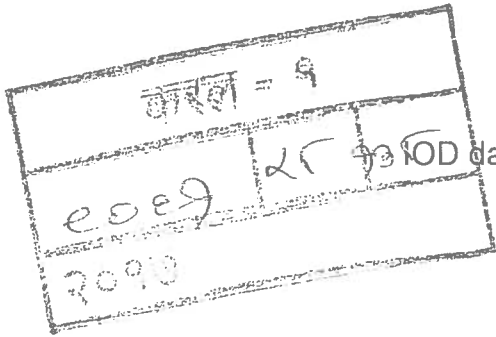
Asha H. Shah
Director / Authorised Signatory

WITNESS:

1. *[Signature]*

2. *Parthasarathi Kojima*

**LIST OF ANNECURES
KANAKIA – BOOMERANG**



Annexure A

IOD dated 19.05.2006 and 23.01.2015

Annexure A-1

Commencement Certificate dated 20/10/2007

Annexure "B" and "B-1"

Part O.C. dated 26/08/2010 and 21/9/2012



Annexure "C"

Title certificate issued by Wadia Ghandy & Co. dated 29.11.2011 addendum on 29.06.2012.

Annexure - "D"

Floor Plan

AH
Saw Act

ANNEXURE "A"

B

BMPP 1494-2004-15,000 Forms

This IOB is issued subject to compliance of the provision of U.L. (C&R) Act, 1970.

EC-48

Form 88

in replying please quote No. and date of this letter:

करल - 9		
२०६९	३१	१३८

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date

CE/ 4059 /BPESIAL 19 MAY 2006
No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM

Municipal Office.

Mumbai200

Shri. R.B. Kanakia C.A. to owner M/s. Centaur Mercantile Pvt. Ltd.

With reference to your Notice, letter No. 1551 dated 1.12.2005 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your building **Prop. building No.2 on plot bearing CTS No.4, 4/1 to 76, 16, 17, 33, 34 &** furnished to me under your letter dated **20 of village Saki at Chandivall Farm Road** I have to inform you that I cannot approve of the plan or work proposed to be erected or executed; and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by the following reasons:

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK BEFORE PLINTH C.C.

1. That the commencement certificate under Sec.45/59(1) of the U.L. (C&R) Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.456-2000, 13920 - 1993, 4326 and 1893 - 2002 as per circular u.no.CE/PD/11945/1 dated 2.2.2006 for existing building showing adequacy thereof to take up additional load will not be submitted by

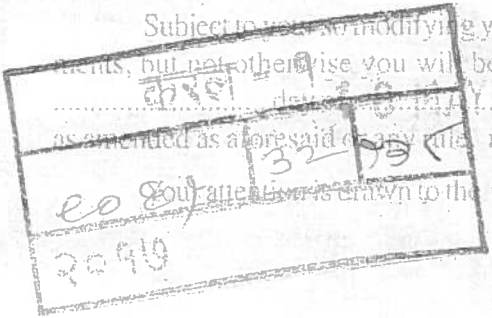


() That proper gutters and down pipes are not intended to be put to prevent water dripping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to you so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the date of the Intimation of Disapproval, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rules, regulations, or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.



Pratima
18/1/06
+ Executive Engineer, Building Proposals,
Zone, 2-5 Words.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall

(a) Not be less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or hereafter to be laid in such street

(b) Not be less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building

(c) Not less than 92 ft. () meters above Town Hall Datum.

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property tax is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

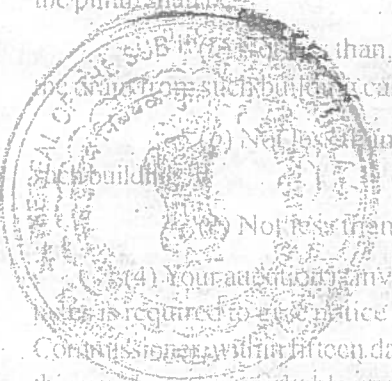
(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

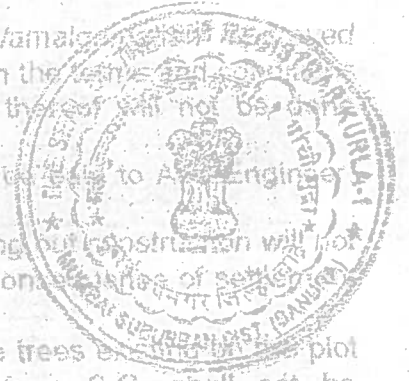
Attention is drawn to the notes Accompanying this Intimation of Disapproval.



Brihanmumbai Mahanagarपालिका

No. CE/4059/BPESIAL/19 MAY 2006

7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/E.E. (T&C)/E.E. (D.P./D.L.R) before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land for occupation and that the setback handing over certificate will not be obtained from the owner and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work
10. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
11. That the requirements of N.O.C. of Chief Fire Officer & concerned power supply co will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
12. That the conditions mentioned in release letter of Executive Engineer (D.P.) under no. CHE/419/DPES dt. 27.5.05 will not be complied with.
13. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. duly revalidated will not be submitted.
14. That the true copy of sanctioned layout sub-division/family registration card under No. CE/424/BPES/LOL dt. along with the plan will not be submitted before C.C. and compliance thereof will not be before submission of B.C.C.
15. That the extra water and sewerage charges will not be paid to A.E. Engineer Water Works, 'L' Ward before C.C.
16. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the concrete floor and plinth filling etc.
17. That adequate care will not be taken to safeguard the trees on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
18. That the notice under Sec. 347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work
19. That this office will not be intimated in prescribed proforma for checking the open spaces and building dimensions as soon as the work upto plinth is completed
20. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
21. That the requirement of bye law 4@ will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project). Planning & completion certificate from him will not be submitted.
22. That the copy of Intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
23. That the N.A. permission from the Collector of Bombay shall not be submitted.



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E.E. (D.P./D.L.R)
obtained from the owner
transferred in the name of

Handwritten signature or initials at the bottom right of the page.

Brihanmumbai Mahanagarपालिका

No CE/4055/BPES/AI 19 MAY 2018

24. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
25. That the development charges as per M.R.T.P (amendment) Act 1992 will not be paid.
26. That the carriage entrance shall not be provided before starting the work.
27. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers before starting the work.
28. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts from the District Inspector of Land Records, abstracts from City Survey Record and conveyance deed etc.
29. That separate P.R.Cards for each sub-divided plots, road etc will not be submitted.
30. That the debris will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
31. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
32. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
33. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
34. That the proposal for amended layout / sub-division shall not be submitted and not approved before starting the work and terms and conditions therein will not be complied with.
35. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
36. That the remarks from Asst.Engineer, Water Works regarding location, size and capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
37. That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
38. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
39. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
40. That the N.O.C. from Insecticide Officer shall not be obtained.
41. That the board mentioning the name of Architect/Owner shall not be displayed on site.
42. That the requirements as per circular no CE/PD/12357 of 17.3.2005 shall not be complied with during the execution of work.
43. That the parking layout shall not be got approved from E.E.(P & C)
44. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied with.

Handwritten notes and stamps in the left margin, including the word 'copy' and the date '2018'.



Handwritten signature and date '19/5/18' at the bottom right.

Brihanmumbai Mahanagarपालिका

No. CE/4059 (SPECIAL) 19 MAY 2005

B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER O.C.

1. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
2. That the requirement of N.O.C. from C.A.U.L.C. & R. Act will not be obtained with before starting the work above plinth level.

करल - 9		
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C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

1. That some of the drains will not be laid internally with C.I. pipes.
2. That the conditions mentioned in the clearance under No. C/U.L.C/D-III/Sec 22/6039 dt. 5.9.05 obtained from the competent authority under U.L.C. & R. Act 1975 will not be complied with and fresh U.L.C. order showing revised area under road setback will not be submitted.
3. That the dust bin will not be provided as per C.E.'s circular No. CE/9296/11 of 26.6.1978.
4. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
5. That the existing well will not be covered with R.C.C. slab.
6. That 10 ft. wide paved pathway upto staircase will not be provided.
7. That the surrounding open spaces, parking spaces and terrace will not be open and unbuilt upon and will not be levelled and developed before obtaining grant permission to occupy the building or submitting the B.C.C. which is earlier.
8. That the name plate/board showing plot No. name of the building etc. will be displayed at a prominent place before O.C.C./B.C.C.
9. That the parking spaces shall not be provided as per D.C. Regulation No. 14 of 1975.
10. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
11. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
12. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termite fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
13. That three sets of plans mounted on canvas will not be submitted.
14. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
15. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed.
16. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor still.
17. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.



Brihanmumbai Mahanagarपालिका

No. CE/4959/BFES/AL 19 MAY 2006

18. That the final NOC from S.G. shall not be submitted.
19. That the requisitions of clause No 45 & 46 of D.C.R.91 shall not be complied with.
20. That the infrastructural works such as; construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
21. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
22. That the manure bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

D1) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply

(Executive Engineer
(Building Proposals)(Eastern Suburbs)



19 MAY 2000

NOTES

करल - 9

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- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The same bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office and Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimensions.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with the commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.



BRIHANMUMBAI MAHANAGARPALIKA.

No. CE/4059/BPES/AL 23 JAN 2015

To,
Shri M.V. Daisaria (Architect),
801, Skyline Epitom,
Kiroli Road, Near Jolly Gymkhana,
Vidyavihar (W), Mumbai - 400086.

Sub: Amended plans for the proposed building on plot bearing old C.T.S. No. 4, 4A to 76, 16, 17, 33, 34 & 36 & new C.T.S. No. 4A and 4B of village Saki at Chandivali Farm Road.

Ref: Your letter dated 11.12.2014.

Sir, 35/13

2015

Sub: Amended plans for the proposed building on plot bearing old C.T.S. No. 4, 4A to 76, 16, 17, 33, 34 & 36 & new C.T.S. No. 4A and 4B of village Saki at Chandivali Farm Road.

Ref: Your letter dated 11.12.2014.

I have to inform you that the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the conditions mentioned in this office Intimation Of Disapproval under even No dated 10/05/2006 and amended plans approval letter under even No. dated 28/12/2006, 04/08/2007, 09/05/2008, 14/08/2009, 05/06/2009, 31/08/2009, 03/05/2010 & 22/10/2013 and following additional conditions :-

1. That the R.C.C. design and calculations as per the amended plans considering seismic forces should be submitted through the registered Structural Engineer before starting the work.
2. That all requisite fees, deposits, development charges etc. shall be paid.
3. That C.C. shall be got endorsed as per amended plans.
4. That the conditions mentioned in Development Permission for PPL U/ No. Ch.E. 12018/ Rds. & Tr. Dated 11-07-2013 & CHE / 1771 / MC / Rds. & Tr. / E-4 dated 24-11-2014 shall be complied with.
5. That the extra additional sewerage & water charges shall be paid to A.E. (W.W.) E Ward.

One set of amended plans duly signed and stamped is hereby returned in token of the Municipal approval.

Yours faithfully,

Executive Engineer
(Building Proposals)(E.S.)-I

Executive Engineer
(Building Proposals)(E.S.)-I

Copy forwarded to the owner
Shri R.B. Tanakia, C.A. to Owner

ANNEXURE "A-1"

Gen-135 - 2000 - ②

18 MAY 2008

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
No. CE/ 4059 /BPES/AL
COMMENCEMENT CERTIFICATE

करल - 9		
20 OCT 2007	99	98
2009		

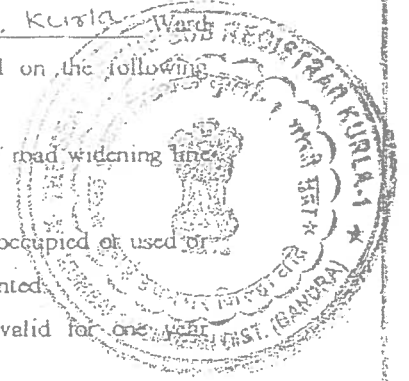
To,
Shri R. B. Karakia
CA 10 DWDEA

Sir,

With reference to your application No. 2124 dt. 01/10/2005

for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. 2 on plot No. — C.T.S. No. 4, 4/11076, 16, 17, 33, 34 & 36 Village / Town Planning Scheme No. — situated at Road / Street Chandivali, Kurla, Ward — the Commencement Certificate / Building permit is granted on the following conditions :-

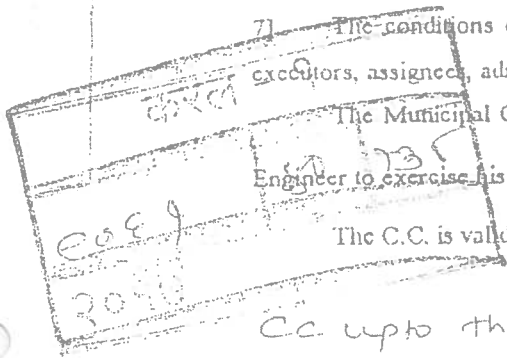
- 1) The land vacated on consequence of the endorsement of the set back line / road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- 3) The commencement certificate/ development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
 - a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.



True Copy

1/11/08

Cem 135



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 Municipal Commissioner has appointed Shri V.O. Ingavale Executive Engineer to exercise his powers and functions of the planning Authority under Section 45 of the said Act.

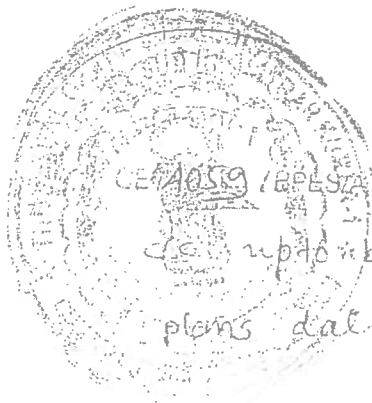
The C.C. is valid upto 18 MAY 2008

Cc upto the basement top.

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

[Signature]
20/05/2008

Executive Engineer [Building Proposal]
Eastern Subs
~~FOR~~



CE/4059/BPESIAL 14 MAY 2008

Cc upto basement top as per approved amended plans dated 9.5.2008.

[Signature]
14/5/2008

Executive Engineer Building Proposal
(Eastern Suburbs.)

CE/4059/BPESIAL 20 JUN 2008

Full cc for the portion marked A, B, C & D of accompanying plan as per approved amended plans dtd 09/05/2008

[Signature]
20/6/2008

Executive Engineer Building Proposal
(Eastern Suburbs.)

ANNEXURE "B"

BRIHANMUMBAI MAHANAGARPALIKA
No. CE/4059/BPE/SIAL

26 AUG 2010 करल - 9

0049	89	93
2099		

To,
Shri R.B. Kanakia C.A. to Owner,
M/s. Centaur Mercantile Pvt. Ltd.,
349, Business Point,
5th floor, W.E. Highway,
Andheri (E), Mumbai-400 069

Sub:- Part Occupation to the proposed Commercial Building No.2 i.e. occupation to Wing 'A' & 'B1' comprising of Lower level basement for parking + upper level basement (part parking & part storage) + Ground + 7 upper floors on plot bearing New CTS No.4A & 4B of village Saki at Chandivali Farm Road, Kuria (W).

Sir,
The part development work i.e. for the building comprising Wing 'A' & 'B1' Lower level basement for parking + upper level basement (part parking & part storage) + Ground + 7 upper floors for Wing 'A' & 'B1' on plot bearing New CTS No. 4A & 4B of village Saki at Chandivali Farm Road, Kuria (W), is completed under the supervision of Licensed Architect Shri M.V. Daisana, having Licence No. CA/82/7254 and Licensed Structural Engineer Shri Nikhil B. Janghvi, having Licence No. 51/10/10/10 may be occupied on the following conditions.

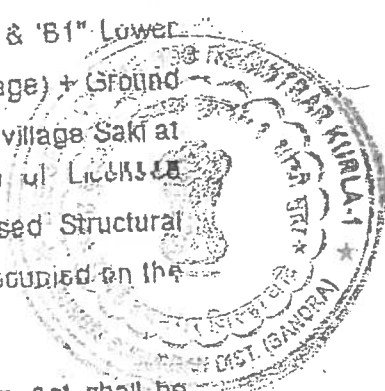
1. That Certificate under Sec. 270-A of Mumbai Municipal Corporation Act shall be submitted within three months.
2. That the remaining I.O.D. & layout terms and conditions shall be complied with before asking for full occupation.

A set of certified completion plans is returned herewith in token of Municipal approval.

Note :- This permission is issued without prejudice to actions under sections 305, 305-A of Mumbai Municipal Corporation Act.

Yours faithfully,


Executive Engineer
(Building Proposals) E.S.-1

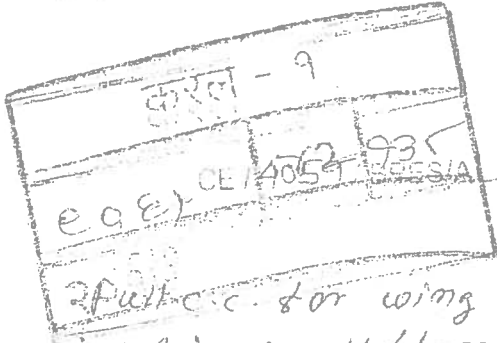


Plan dt. 14.8.2008.

[Signature]
7/10/2008
Executive Engineer Building Proposal
(Eastern Suburbs.)

CE/4059/BPESIAL - 6 AUG 2009

C.C. up to top of the 7th floor except for the portion on 7th floor marked A B C D as per the approved amended plans dt. 5.6.09



18 SEP 2009

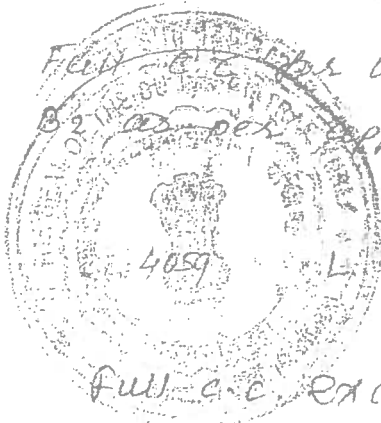
[Signature] 6/8/09
Executive Engineer Building Proposal
(Eastern Suburbs.) - I

2 Full c.c. for wing A & B-1 except for the portion marked 'x' & 'y' on 7th floor and portion marked 'y' on 6th floor as shown on accompanying plan and c.c. up to top of Basement for wing 'B-2' as per approved plans dt. 31.8.2009

CE/4059/BPESIAL 10 MAY 2010

[Signature] 18/9/09
Executive Engineer Building Proposal
(Eastern Suburbs.) - I

Full c.c. for wings A & B1 & c.c. upto basement top of wing B-2 as per approved plan dated 9/5/2010.



L 20 MAY 2010

[Signature] 15/10
Executive Engineer Building Proposal
(Eastern Suburbs.) - I

Full c.c. except 8th floor of wing B-2 as per approved plans dt. 2.5.2010.

CE 4059 /BPESIAL 11/10/2010

[Signature] 20/5/10
Executive Engineer Building Proposal
(Eastern Suburbs.) - I

C.C. upto Basement top for ppl & Built up Amenity wing, further c.c. for 8th floor of B-2. Provisional of c.c. for 6th & 7th floor of wing B-2 as per approved amended plans dt. 22/10/2013.

[Signature] 11/10/13

ANNEXURE B-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

CE / 4059 / BPE3 / AL

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२०१७		

To,
✓ Shri R. B. Kanakia
C.A. to Owner,
349, Business Point,
5th floor, W. E. Highway,
Andheri (East), Mumbai - 400069.

Sub: Part occupation i.e. occupation permission for 8th floor of ward No. 4-A & 'B-1' of building No 2 on plot bearing C.T.S. No. 4-A & 110 of village Saki, at Chandivali Farm road, Kurla (W).

Sir,


The part development i.e. development work of 8th floor of ward No. 4-A & 'B-1' of building No 2 under reference on plot bearing C.T.S. No. 4-A & 110 of village Saki at Chandivali Farm road is completed under the supervision of Architect **Shri. M.V. Daisaria** having License No. CA/82/194 & Structural Engineer **Shri Nitin S. Sanghavi** having License No. SE/10/194. The same may be occupied on the following conditions.

- 1) That the certificate under section 270-A of B.M.C. Act be issued within 3 months or B.C.C. whichever is earlier.
- 2) That the balance compliances of I.O.D / A.P. approval be complied with before asking for full occupation permission.

A set of certified completions plans is hereby returned in the folder of Municipal approval.

Note : This permission is issued without prejudice to actions under sections 333-353-A of Mumbai Municipal corporation Act.

Yours faithfully,


Executive Engineer
(Building Proposal) I



ANNEXURE "C"



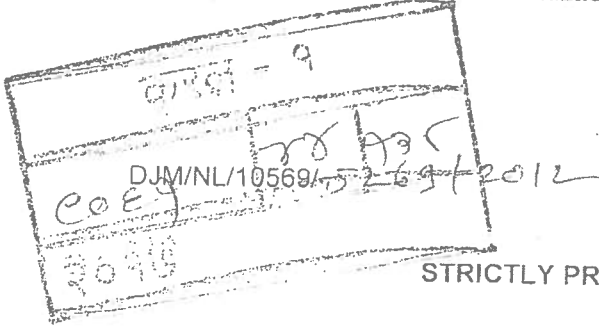
WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com



STRICTLY PRIVATE AND CONFIDENTIAL

Re: All that piece and parcel of land bearing C.T.S No. 4A admeasuring 31,748.90 square meters situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban ("the said Land").

1. We refer to our Certificate of Title dated 29th January 2010 in respect of the said Land updated by and under our Certificate dated April 7, 2011 and the revised and consolidated Title Certificate dated November 29, 2011 ("the said Title Certificate") a copy of which is annexed hereto and marked as **Annexure "A"**. We have been requested by our client, Centaur Mercantile Private Limited to further update the said Title Certificate.
2. We have caused further searches to be taken in the offices of the Sub Registrar of Assurances of Bombay and the searches have been from 1st January, 2011 till 20th June, 2012. Further, on our instructions, M/s Robert Pavrey & Associates, Company Secretaries, have conducted a search at the Registrar of Companies in respect of Centaur Mercantile on 18th June, 2012.
3. We have also perused a certified copy of the Property Card dated June 21, 2012 in respect of the said Land as per which Centaur Mercantile Private Limited is reflected as the owner of the said Land being all that piece and parcel of land bearing C.T.S No. 4A admeasuring 31,748.90 square meters situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban and more particularly described in Schedule hereunder written.
4. Post issuance of the said Title Certificate, there has not been any change in the facts and circumstances affecting the right, title and interest of Centaur Mercantile Private

WADIA GHANDY & Co.

Certificate, we hereby certify that the title of Centaur Mercantile Private Limited to the said Land described in the Schedule hereunder written is clear and marketable.

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२०१७	

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing CTS No 4, 4/1 to 4/76, 17, 33, 34, 36, 14A (part) and 14D and renumbered collectively as new C.T.S. No.4A admeasuring 31,748.90 square meters situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, sq. mtrs bounded in the manner following i.e. on:

The North: by Chandivali Road;

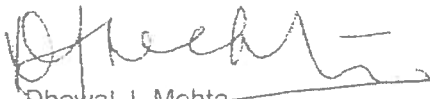
The South: by Narayan Plaza;

The East: by Oberoi Garden;

The West by Narayan Plaza

Dated this 29th day of June, 2012

For Wadia Ghandy & Co.


Dhawal J. Mehta
Partner



ANNEXURE- 'A'

WADIA GHANDY & Co. ADVOCATES & SOLICITORS

Estd. 1883

* NOSHIR J. SETHNA
HAMID A. MOOCHHALA
DJENA B. SUNAVALA
MARYLOLA BILAWALA
ASHISH A. AHUJA
BINDI G. DAVE
ANKIT A. MAJMUDAR
FARID F. KARACHIWALA
DEEPA J. MEHTA
RARIYAL Y. TAJSEEN
SHABNUM A. KATIL
SHERJES N. ANTTIA
RAHUL J. DWARKADAS
VIJAY G. SUREKA
AMIT B. MANI BARWALA
KUNAL P. VAJANTI
* NOTARY

N. M. WADIA BUILDINGS,
123 MAHATMA GANDHI ROAD,
MUMBAI 400 001, INDIA.

Telephone: (91-22) 2267 06 69

2271 56 00

Facsimile: (91-22) 2267 67 84

2267 02 26

General e-mail: contact@wadiaghandy.com

Personal e-mails: firstname.lastname@wadiaghandy.com

DJM/NL/10569/ 9497/2011

CERTIFICATE OF TITLE

STRICTLY PRIVATE AND CONFIDENTIAL

Re: All that piece and parcel of land bearing C.T.S No. 4A admeasuring 31,748.90 square meters situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban ("the said Land") and C.T.S No. 4B admeasuring 1,083 square meters of set-back land situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban ("the Set- Back Land") (the said Land and the Se- Back Land are hereinafter collectively referred to as "the said Property")

1. We refer to our Certificate of Title dated 29th January 2010 in respect of the said Property updated by and under our Certificate dated April 7, 2011 (. We have been requested by our client, Centaur Mercantile Pvt. Ltd ("Centaur Mercantile") to further update the said Title Certificate and provide one consolidated Title Certificate in respect of the said Property.
2. We have caused further searches to be taken in the offices of the Sub Registrar of Assurances of Bombay and the searches have been from April 1, 2011 till 9th November, 2011. Further, on our instructions, M/s Robert Pavrey & Associates, Company Secretaries, have conducted a search at the Registrar of Companies in respect of Centaur Mercantile on 9th November, 2011.

BRANCHES :

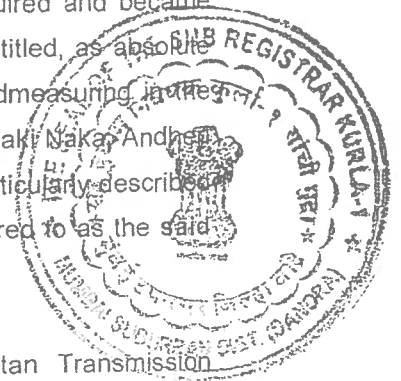
AHMEDABAD: WADIA GHANDY & CO. (AHMEDABAD) 1ST FLOOR CHANDAN HOUSE NEAR MAJOR'S BUNGLOW, LAW GARDEN, AHMEDABAD 380 006. TEL.: 91-79-26564700/4800 FAX: 91-79-26564300

WADIA GHANDY & Co.

2

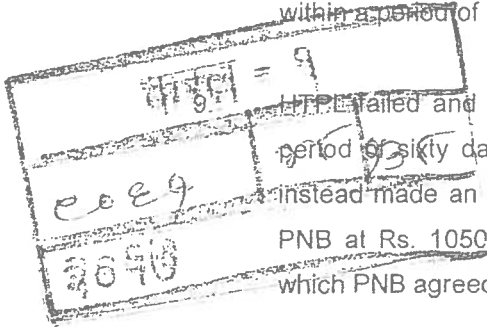
करल - १		
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3. In respect of the facts which have emerged post issuance of the said Title Certificate, we have relied upon the Declaration dated November 17, 2011 made by Centaur Mercantile and a copy of which is annexed hereto and marked as Annexure "A". Our updated Certificate of Title in respect of the said Property is as under:
4. By and under 3 duly stamped and registered Indentures of Conveyance/ Deed of Covenant executed between 11th September, 1957 to 17th December, 1968, in favour of Hindustan Transmissions Products Pvt. Ltd, Madhusudan Mills Ltd. (formally known as Hindustan Transmissions Products Pvl. Ltd) and Madhusudan Ltd. (formerly known as Hindustan Transmissions Products Pvt. Ltd and thereafter Madhusudan Mills Ltd.), Madusudan Ltd. acquired and became seized and possessed of or otherwise well and sufficiently entitled, as absolute owner, to all those pieces and parcels of contiguous land admeasuring, approximately aggregate 35,898 sq. mtrs. or thereabouts, situate at Village Saki Naka Andhera (East), Taluka Kurla, District Mumbai Surburban and more particularly described in the **First Schedule** hereunder written and hereinafter referred to as the said Land;
5. The name of Madhusudan Ltd. was changed to Hindustan Transmission Products Ltd. ("HTPL") and a fresh Certificate of Incorporation dated 22nd August, 1978 was issued by the Registrar of Companies;
6. HTPL constructed certain industrial structures on a portion of the said Land. The said Land together with building, structures standing thereon is hereinafter referred to as the said Property;
7. In the course of its business, HTPL had taken various credit facilities and loans from Punjab National Bank ("PNB") and in order to secure the due repayment of the said credit facilities and loans, HTPL deposited with PNB the title deeds in respect of the said Property and thus created an equitable mortgage of the said Property. Since HTPL was not in a position to repay the loans, PNB filed an Original Application against HTPL before the Hon'ble Debt Recovery Tribunal ("DRT") to recover their outstanding dues under the said banking facilities and the sale of the mortgaged properties being the said Property.



Wadia Ghandy & Co.

8. Notwithstanding the pendency of the Application before the DRT, by a Notice dated 14th December, 2002 issued under the provisions of the Securitization and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 ("the Securitization Act"), PNB called upon HTPL to pay all outstanding dues/claims and demands to the PNB due under the aforesaid banking facilities within a period of sixty days.



HTPL failed and neglected to pay any sum due and payable to PNB within a period of sixty days as per the notice issued under the Securitization Act and instead made an offer of a One Time Settlement for settlement of the claims of PNB at Rs. 1050 Lakhs by sale/transfer and assignment of the said Property which PNB agreed.

10. Accordingly one Puja Corporation Ltd. made an offer to acquire the said Property either in its name or in the name of its nominees for the sum of Rs. 1050 Lakhs;
11. Puja Corporation Ltd. made an upfront payment of Rs 90 Lakhs directly to PNB and consequent to PNB accepting the same, Puja Corporation Ltd. vide its letter dated 2nd July 2004 appointed our client, Centaur Mercantile Pvt. Ltd. ("Centaur Mercantile") to complete the transaction and purchase the said Property which was also agreed to by PNB.

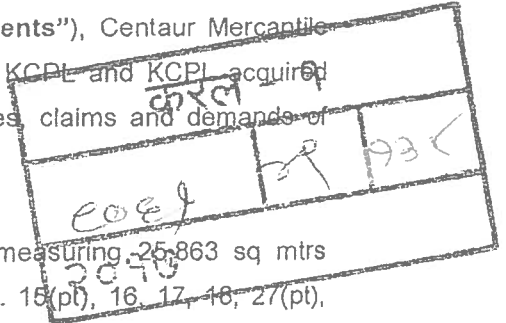


By and under a tripartite Indenture of Conveyance dated 30th November, 2004 registered with the office of the Sub-Registrar of Assurances Kurla under Serial No. BDR -3/ 470 of 2005 and made between PNB as the vendor, HTPL as the confirming party and Centaur Mercantile as the purchaser, PNB did thereby at or for the consideration of Rs. 10,50,00,000/-, grant, sell, convey and assure unto Centaur Mercantile the said Property.

13. Subsequent to the execution of the aforesaid Indenture of Conveyance, PNB withdrew the Application filed by it before the DRT against HTPL and handed over the original documents of title in respect of the said Property to Centaur Mercantile.
14. By and under two Development Agreements, both dated 20th March, 2006 and registered with the Sub-Registrar of Assurances under Serial Nos. BDR 3-2257-

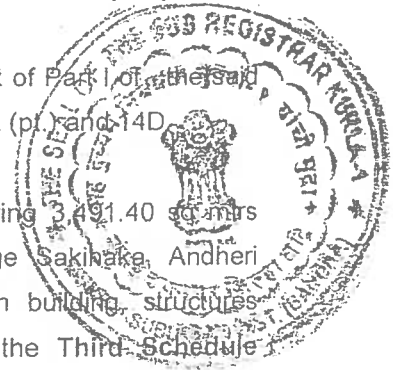
DM

2006 and BDR 3 – 2258 - 2006 made between the Centaur Mercantile of the One Part and Kanakia Construction Private Limited, a company incorporated and registered under the Companies Act, 1956 and having its registered office at 349, Business Point, Western Express Highway, Andheri (West), Mumbai – 400 058, therein referred to as "the Developer" and hereinafter referred to as "KCPL" of the Other Part ("the two Development Agreements"), Centaur Mercantile granted development rights of the said Property to KCPL and KCPL acquired from Centaur Mercantile, free from all encumbrances, claims and demands of whatsoever nature, with clear and marketable title:-



- (a) development rights in respect of land admeasuring 25,863 sq mtrs bearing C.T.S. No 4, 4/1, to 4/21, 4/37 to 4/76. 15(pt), 16, 17, 18, 27(pt), 32(pt), 33, 34, 36, 40(pt) situated at Village Sakinaka, Andheri (East), Taluka Kurla, District Mumbai together with building, structures standing thereon more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as the **Part I of the said Property**;

C.T.S. Nos. 15(pt.), 17, 27(pt.) & 32(pt.) from and out of Part I of the said Property, have been re-numbered as C.T.S. Nos. 14A (pt) and 14D



- (b) development rights in respect of land admeasuring 3,491.40 sq mtrs bearing C.T.S. No 4/22, to 4/36 situated at Village Sakinaka, Andheri (East), Taluka Kurla, District Mumbai together with building, structures standing thereon more particularly described in the **Third Schedule** hereunder written and hereinafter referred to as the **Part II of the said Property** subject to necessary orders being granted by the Court or consent of the Court Receiver or on the Court Receiver being discharged;

Part I of the said Property and Part II of the said Property are contiguous properties being parts of the said Property and together comprising the said Property in its entirety as more particularly described in the First Schedule hereunder written together with buildings and structures standing thereon.

- (c) the right to use the entire Floor Space in respect of the said Property in the manner and to the extent as may be permitted by the relevant provisions of the relevant applicable statutes, for the time being in force;

- (d) benefit of all exemptions, approvals, orders under ULCRA, and all other statutory approvals and permissions obtained in respect of the said Property ;
- (e) right to use, as a receiving plot, Transferable Development Rights (TDR) as per the Development Control Regulations for the time being in force, on the said Property as may be solely determined by KPCL; and
- (f) right to appropriate the sale proceeds of the premises in the buildings to be constructed by KCPL on the said Property.

दिनांक 15-03-06	Pursuant to the two Development Agreements:-	
2006	40	(a) KCPL
2006		

(a) KCPL made payment of the entire aggregate consideration payable under the two Development Agreements.

- (b) Centaur Mercantile put KCPL in quiet, vacant and peaceful possession of the said Property together with the authority to carry out construction/development activities on the said Property. Centaur Mercantile also executed two Letters of Possession dated 20th March, 2006 in respect of Part I of the said Property and Part II of the said Property.
- (c) Centaur Mercantile executed in favour of KCPL and its nominees, two Irrevocable General Powers of Attorney dated 20th March, 2006 ("the two General Powers of Attorney"), registered with the Sub-Registrar of Assurances under Serial Nos. BDR-3-2257-2006 and BDR-3-2559-2006 jointly and severally authorizing the attorneys to do all such acts, deeds, matters or things in respect of Part I of the said Property and Part II of the said Property more particularly described in the Second and Third Schedule hereunder written respectively and *inter alia* authorizing KCPL to carry out and complete development in respect of the same.
- (d) KCPL was entitled to enter into agreements for sale of the premises in the buildings being constructed/ proposed to be constructed on the said Property, on a principal to principal basis, under the provisions of the

mm

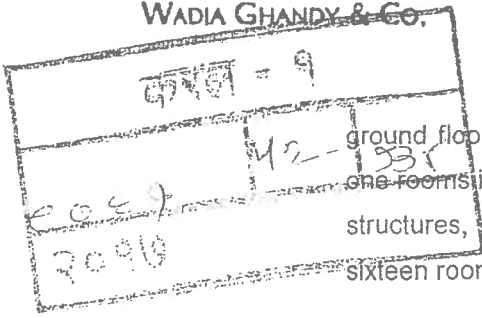
करल - १		
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२०१७		

Maharashtra Ownership Flats Act, 1963 ("MOFA") on such terms and conditions and for such consideration as KCPL would think fit and proper.

16. On or about December, 2006 KCPL obtained a loan from Housing Development Corporation Limited ("HDFC") in the sum of Rs 40,00,00,000/- (Rupees Forty Crores Only) and as and by way of security, deposited with HDFC, the original title deeds in respect of the said Property. The said loan together with other related dues has however been repaid in full by KCPL to HDFC and the same has accordingly been recorded by HDFC vide its letter dated 1st November, 2007.
17. During the period when HTPL was the owner of the said Property, certain disputes between HTPL and its 206 labourers arose which culminated in proceedings being filed by the labourers through its Union, the Association of Engineering Workers, before the Industrial Tribunal, and the Bombay High Court. 4 out of the said 206 labourers also filed proceedings before the City Civil Court and the Small Causes Suit at Mumbai as they were claiming tenancy rights in respect of certain premises situated in Part II of the said Property. HTPL/Centaur Mercantile have however settled the disputes and have entered into consent terms with all the labourers. The said consent terms have already been filed before the City Civil Court and the Industrial Court and in view thereof the suits before the City Civil Courts and Industrial Court have been withdrawn and/or disposed of respectively. Under the said consent terms filed before the City Civil Court, the said 4 labourers have also undertaken to withdraw the proceedings filed by them before the Small Causes Court at Mumbai. The proceedings filed before the Bombay High Court have also been dismissed as withdrawn.
18. One Mr. Mariya Selvraj and his wife Regina Selvaraj (hereinafter "the Selvarajs") were the illegal encroachers of Part II of the said Property which is also known as the Regina Selvaraj Compound. The Selvarajs had filed a suit being L.D. Suit No. 138 of 2000 against HTPL before the Hon'ble Small Causes Court and by an exparte partial decree dated 31st August, 2004 the Small Causes Court has ordered that the Selvarajs shall not be dispossessed from the Regina Selvaraj Compound without the due process of law.
19. The Regina Selvaraj Compound consist of 2 structures i.e. one structure of only

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ground floor and the other structure of ground and first floor. There are twenty one rooms in the two structures. From and out of the twenty one rooms in the two structures, the Selvarajs had inducted sixteen illegal occupants in respect of sixteen rooms and the rest of the rooms were in the possession of the Selvarajs.

20. So far as the Selvarajs and their illegal occupants are concerned, various proceedings were instituted by them before various forums claiming inter-alia tenancy of certain rooms in the structure situated on Regina Selvaraj Compound and seeking an injunction from being dispossessed.

21. In one of the proceedings being Suit No 4298 of 2001 filed before the City Civil Court, in an appeal preferred before the Bombay High Court being Appeal from Order No 727 of 2001, consent terms were arrived between the Selvarajs and Rajesh Pathania which was recorded by a consent order dated 23rd August, 2001. By the consent of the parties, the Court Receiver High Court Bombay was appointed Receiver of the Regina Selvaraj Compound and Regina Selvaraj was declared as the owner of the Regina Selvaraj Compound. The appeal was disposed of in terms of the consent order.

22. HTPL/Centaur Mercantile have settled the disputes and have entered into consent terms with all the illegal occupants of the Selvarajs and also with the Selvarajs. In view thereof:-

- (a) All proceedings filed by the said illegal occupants before the City Civil Court and the Small Causes Court have been withdrawn;
- (b) In the suit that had been filed against Rajesh Pathania before the City Civil Court whereunder an order appointing the Court Receiver of Part II of the said Property was passed, consent terms have been entered into in those proceedings and by an order dated 9th May, 2006, the said suit has inter-alia been withdrawn and the Court Receiver stands discharged;
- (c) Centaur Mercantile, KCPL and the Selvarajs executed an Agreement dated 12th January, 2007 under which Centaur Mercantile and Kanakia deposited with Mr. D.T. Gandhi, Advocates of the Selvarajs certain amounts to be handed over to the Selvarajs and the other illegal occupants of the Selvaraj

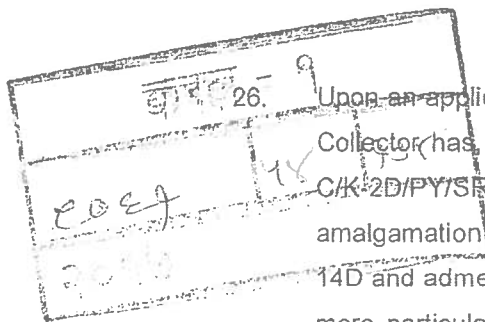
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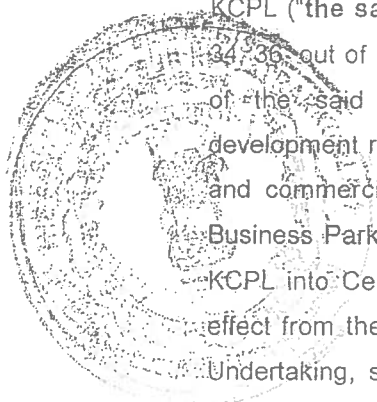
upon the Selvarajs and their illegal occupants handing over quiet, vacant and peaceful possession of Part II of the said Property to Kanakia;

- (d) Letter of Possession dated 13th January, 2007 executed by the Selvarajs in favour of KCPL stating that pursuant to the Agreement dated 12th January, 2007 and upon receipt of the full consideration, possession of Part II of the said Property is handed over to KCPL and that the Selvarajs have no right, claim or interest in Part II of the said Property;
- (e) Letter dated 16th April, 2007 executed by Mr. D.T. Gandhi, Advocate of the Selvarajs in favour of KCPL stating that pursuant to the Agreement dated 12th January, 2007, the Selvarajs have performed their part of the contract and have handed over quiet, vacant and peaceful possession and have released their rights, claim and interest in Part II of the said Property and the full consideration payable to the Selvarajs under the Agreement has been paid to them;
23. The Collector (Mumbai sub-urban District) had, vide his order dated June 31, 1992, amalgamated certain lands in village Saki, District Kurla, including land bearing C.T.S. No. 15(part), C.T.S.27(part) and C.T.S. No.32 (part) mentioned in First Schedule hereunder written, to form new C.T.S. Nos. 14A, 14B, 14C, 14D.
24. Land bearing C.T.S. No. 15(part) was initially included in the new C.T.S. No. 14A. However, since the holder of the land other than old C.T.S. No. 15(part) was one Ambalal Sarabhai Enterprises Pvt. Ltd., so much of the old C.T.S. No. 15(part) which was included in new C.T.S. No. 14A was removed therefrom and was renumbered as C.T.S. No. 14A(part) and the name of Centaur Mercantile was recorded.
25. Land bearing old C.T.S. No. 27(part) and C.T.S. No. 32(part) were included in the new C.T.S. No. 14D. However, while doing so, adjoining land admeasuring around 498.5 sq. mtr. which did not form part of old C.T.S. No. 27(part) and C.T.S. No. 32(part) and which belonged to Ambalal Sarabhai Enterprises Pvt. Ltd. was inadvertently also included in the new C.T.S. No. 14D. The said error was rectified by the Office of the Collector (Mumbai sub-urban District) vide its Order dated December 4, 2008.





26. Upon an application made by Centaur Mercantile in that regard, the Office of the Collector has, by and under its letter dated 22nd September, 2006 bearing no. CKK-2D/PY/SRO/797 addressed to Centaur Mercantile, granted its permission for amalgamation of C.T.S. Nos. 4, 4/1 to 4/76, 16, 17, 33, 34, 36, 14A(part) and 14D and admeasuring in the aggregate 31,884 sq. mtrs. from and out of the land more particularly described in the First Schedule hereunder and is hereinafter referred to as the "Amalgamated Land". The Amalgamated Land was thereafter subdivided to form new C.T.S. No. 4A containing land admeasuring 30800.99 sq. mtrs. And C.T.S. Nos. 4B containing land admeasuring 1083.01 sq. mtr. reserved under set-back, respectively.



27. Vide a Composite Scheme of Arrangement filed before the Hon'ble Bombay High Court for merger, demerger and amalgamation in accordance with Sections 391 to 394 of the Companies Act 1956 *inter alia* between Centaur Mercantile and KCPL ("the said Scheme"), land bearing C.T.S. Nos. 4, 4/1 to 4/76, 16, 17, 33, 34, 36, out of the Amalgamated Land (defined as Equity Business Park Property of the said Scheme) including all business activities of management, development rights, construction, operation, sale and/or acquisition of residential and commercial complexes or properties therein (together defined as 'Equity Business Park Undertaking' in the said Scheme), was inter-alia demerged from KCPL into Centaur Mercantile. The said Scheme, *inter-alia*, provides that with effect from the appointed date being 1st March 2007 the Equity Business Park Undertaking, shall pursuant to the provisions of Section 391 to 394 and other relevant provisions of the Companies Act without any further act, instrument, or deed be deemed to be transferred to and vested in Centaur Mercantile.
28. The Hon'ble Court vide its order dated 22nd June 2007 approved the said Scheme without any modification with effect from the appointed date being 1st March 2007.
29. The certified copy of the order dated 22nd June 2007 was applied by Centaur Mercantile on 10th July 2007. The certified copy of the order dated 22nd June 2007 was filed with the Registrar of Companies on 17th August, 2007 and the same has been duly updated by the Registrar of Companies.
30. The certified copy of the order dated 22nd June 2007 has been adjudicated and

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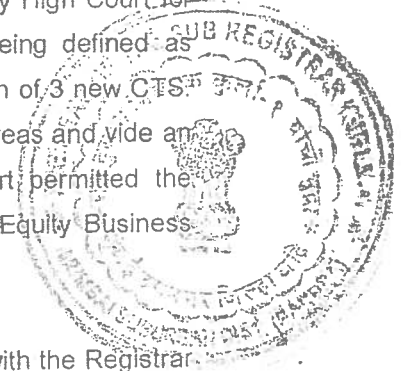
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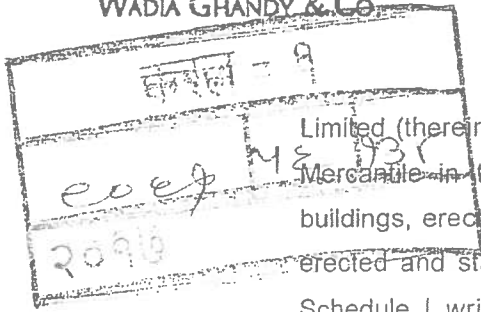
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duly stamped with the Collector of Stamps Mumbai on 7th September, 2007.

31. The Collector (Mumbai Sub-urban District), after actual measurement, vide his Order dated 9th August 2007, corrected the area of the C.T.S. No. 4, included in Amalgamated Land from 1692.50 square meters to 3215.50 square meters, thereby increasing the total area of the Amalgamated Land to 33,407 sq. mtr.
32. The name of KCPL was changed to Kanakia Spaces Pvt. Ltd with effect from 14th September, 2007. Pursuant thereto, by and under an application dated 28th February 2008, Kanakia Spaces Pvt. Ltd applied to the Bombay High Court for modification of the description of the immoveable property being defined as Equity Business Park Property of the said Scheme and inclusion of 3 new CTS Nos. i.e. CTS No 18, 14 A(part) and 14D with their respective areas and vide an order dated 7th March 2008, the Hon'ble Bombay High Court permitted the modification of the description of the immoveable property of Equity Business Park Undertaking.
33. The certified copy of the order dated 7th March 2008 was filed with the Registrar of Companies on 22nd April, 2008 and the same has been duly updated by the Registrar of Companies. The certified copy of the order dated 7th March 2008 has however not been adjudicated.
34. Pursuant to the orders dated 22nd June 2007 and 7th March 2008 passed by the Hon'ble Bombay High Court sanctioning the said Scheme, with effect from 1st March 2007 all rights including the development rights granted by Centaur Mercantile to KCPL vide the two Development Agreements, both dated 20th March, 2006 and the two irrevocable Powers of Attorney, both dated 20th March 2006 with respect to the Amalgamated Land *ipso facto* stands transferred and vests in Centaur Mercantile.
35. By and under an Indenture of Mortgage dated the 10th day of December 2007, and registered with the Office of the Sub-Registrar of Assurances, Kurla under serial no. 9159 of 2007, Centaur Mercantile (therein referred to as 'the Borrower' or the 'the Mortgagor') mortgaged, inter alia, by way of first ranking *pari passu* charge in favour of Infrastructure Development Finance Company Limited (therein referred to as 'IDFC') and Housing Development Finance Corporation





Limited (therein referred to as "HDFC"), all the right title and interest of Centaur Mercantile in the piece and parcel of the of the land together with all the buildings, erections, go-downs and constructions of every description which are erected and standing or attached to the said land and premises mentioned in Schedule I written thereunder being the Amalgamated Land for securing the repayment of rupee term loans and interest accrued thereon, advanced by IDFC and HDFC to Centaur Mercantile under their respective loan agreements and on terms and conditions more particularly set out in the said Deed of Mortgage. Under the said Indenture of Mortgage, Centaur Mercantile has also deposited with IDFC all the original documents of title, as set out in the Annexure I thereto, pertaining to the Amalgamated Land.

36. The Collector (Mumbai Sub-urban District), vide his Order dated 28th January 2008, issued a Corrigendum to the Order dated 22nd September 2006 passed by the Collector for amalgamation and sub-division of all the pieces and parcels of the Amalgamated Land which order further reflected the change made to the area of land bearing C.T.S No 4 and C.T.S. Nos 4/1 to C.TS. Nos. 4/76 under the order dated 9th August, 2007. Vide this Order, the Collector removed C.T.S. No. 16, admeasuring 76.60 square meters, from the purview of the Order dated 22nd September 2006 since the holder of the said old C.T.S. No. 16 was not Centaur Mercantile, and affirmed the rest of the said Order dated 22nd September 2006 reflecting the new areas as per the order dated 9th August, 2007. The land so amalgamated and sub-divided, along with subsequent changes to the area of the land contained therein by virtue of subsequent orders of the Collector (Mumbai Sub-urban District) under new C.T.S. No. 4A containing land admeasuring 30800.99 sq. mtrs. is more particularly described in the Fourth Schedule hereunder written and C.T.S. Nos. 4B containing the Set-Back Land admeasuring 1083.01 sq. is more particularly described in the Fifth Schedule hereunder written.

37. By and under a Lease Deed dated the 11th day of July 2008, between KCPL and Reliance Energy Limited (hereinafter 'REL'), and registered with the office of the Sub-Registrar of Assurances, Nahur at serial no. BDR-14/6923/08, KCPL demised, conveyed and transferred to REL, a plot of land admeasuring around 780 square meters, out of land bearing C.T.S. No. 4 and C.T.S. No. 36, contained in property set out in Fourth Schedule hereto, for a period of 99 years, and for monthly lease rent of Re.1/- (Rupee One only), for the purpose of

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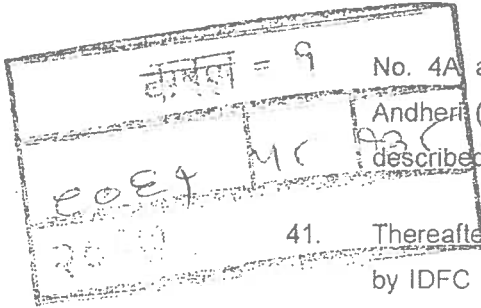
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constructing an electric sub-station. It needs to be noted that despite the property set out in the Fourth Schedule hereto having been transferred to and vested in Centaur Mercantile, KCPL has purported to create a lease in respect of a part of the same.

38. By and under an Indenture of Mortgage dated the 25th day of September 2008, and registered with the Office of the Sub-Registrar of Assurances, Bandra at serial no.7220 of 2008, Centaur Mercantile (therein referred to as 'Centaur') mortgaged, by way of first ranking pari passu charge in favour of Infrastructure Development Finance Company Limited (therein referred to as 'IDFC') and Housing Development Finance Corporation Limited (therein referred to as), all the right title and interest of Centaur Mercantile over and in respect of all the assets situate at the piece and parcel of the of the land, pertaining to the Boomerang Project, together with all the buildings erections, godowns and constructions of every description which are erected and standing on/attached to the land and premises mentioned in Schedule III written thereunder, and more particularly described in the Fourth Schedule written hereunder which comprises a part of the property more particularly described in the Fourth Schedule written hereunder for securing the repayment of rupee term loans, and interest thereon, advanced by IDFC and HDFC under respective loan agreements to Kanakia Spaces Private Limited (therein referred to as 'Borrower') on terms and conditions more particularly set out in the said Deed of Mortgage.

39. The Collector, Mumbai Sub-urban District, vide his further Order dated 4th December 2008 corrected the area of the land bearing C.T.S. No. 14D, earlier shown as 1890 sq. mtr., to 1,392 sq. mtr. since the balance land admeasuring 498.5 sq. mtr. was included in new C.T.S. No. 14D by oversight, as mentioned in paragraph (xxii) above.

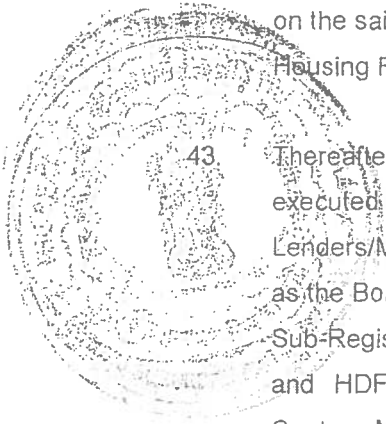
40. On September 19, 2009, Centaur Mercantile has handed-over the Set-Back Land being all that piece and parcel of land bearing C.T.S No. 4B admeasuring 1,083 square meters of set-back land situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban and more particularly described in the Fifth Schedule hereunder written to the Municipal Corporation of Greater Mumbai. And pursuant to such handover of the Set-Back Land, Centaur Mercantile is presently owner of all that piece and parcel of land bearing C.T.S



No. 4A admeasuring 31,748.90 square meters situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban and more particularly described in Fourth Schedule hereunder written.

41. Thereafter, by and under a No-Objection Certificate dated June 25, 2010 issued by IDFC to the Regional Manager, LIC Housing Finance Limited, IDFC granted no objection in respect of creation of mortgage by Centaur Mercantile in respect of premises being the 1st, 2nd, 5th and 8th Floors in Wings A & B, in the building known as 'Boomerang' constructed on the said Land as a security in respect of the loan facility to be availed from LIC Housing Finance Limited.

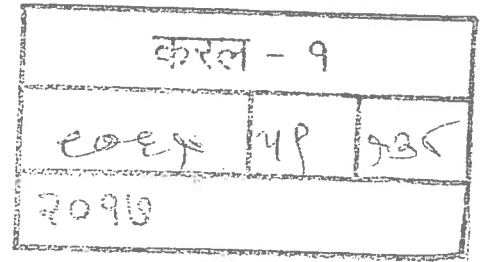
42. Similarly, HDFC also has, by and under a No-Objection Certificate dated June 25, 2010 issued to Centaur Mercantile granted no objection in respect of creation of mortgage by Centaur Mercantile in respect of premises being the 1st, 2nd, 5th and 8th Floors in Wings A & B in the building known as 'Boomerang' constructed on the said Land as a security in respect of the loan facility to be availed from LIC Housing Finance Limited.



43. Thereafter, by and under the Deed of Release dated 19th day of July, 2010 executed between IDFC and HDFC (therein collectively referred to as the Lenders/Mortgagees of the One Part and Centaur Mercantile (therein referred to as the Borrower/Mortgagor) of the Other Part and registered with the office of the Sub-Registrar of Assurances-Kurla-1 under Serial No. BDR3-08309-2010, IDFC and HDFC have regranted, reassured, retransferred and reassigned unto Centaur Mercantile the Released Premises being the 1st, 2nd, 5th and 8th Floors totally admeasuring 4,22,689 square feet of saleable area in Wings A & B in the said Building 'Boomerang' for the consideration and in the manner recorded therein.

44. Subsequently, in consideration of loan facility availed by Kanakia Spaces Private Limited from LIC Housing Finance Limited, by and under an Indenture of Mortgage dated July 9, 2010 executed between Kanakia Spaces Private Limited (therein referred to as the Borrower) of the First Part, Centaur Mercantile (therein referred to as the Mortgagor) of the Second Part and IDBI Trusteeship Services Limited (therein referred to as "the Security Trustee") of the Third Part and registered with the office of Sub-Registrar of Assurances at Kurla-1 under Serial No. 7865 of 2010, Centaur Mercantile has, inter-alia, mortgaged unto IDBI

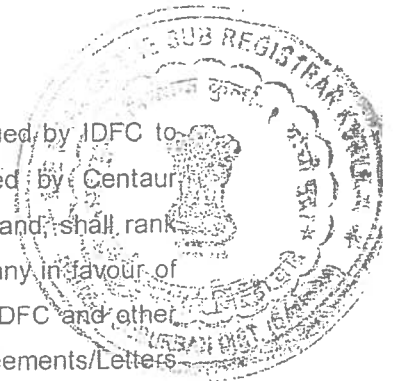
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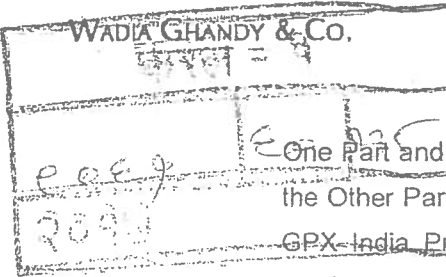


Trusteeship Services Limited the 1st floor of Wing A and 2nd, 5th and 8th Floors in Wings A & B in the building known as 'Boomerang' constructed on the said Land for and on behalf of LIC Housing Finance Limited ("IDBI Mortgage") and more particularly described hereinbelow.

FLOOR	WING	AREA (SQ. FT.)
1 st	A	56,630
2 nd	A	56,630
	B	45,266
5 th	A	87,178
	B	60,209
8 th	A	70,617
	B	46,159

45. By and under by and under its letter dated August 2, 2010 issued by IDFC to HDFC, IDFC agreed and confirmed that the charges created by Centaur Mercantile in favour of IDFC in respect of , inter-alia, the said Land, shall rank Pari Passu with the charges created/to be created by the Company in favour of HDFC for the loan facility availed by Centaur Mercantile from HDFC and other money payable by Centaur Mercantile to HDFC under Loan Agreements/Letters of sanction etc., as amended from time to time.
46. Thereafter, by and under an Indenture of Mortgage dated August 7, 2010 executed between Centaur Mercantile (therein referred to as the Mortgagor and/or Borrower) of the One Part and Housing Development Finance Corporation Limited (therein referred to as the Mortgagee) of the Other Part and registered with the office of Sub-Registrar of Assurances at Bandra-3 under Serial No. BDR-3/7865/2010, Centaur Mercantile has, inter-alia, mortgaged the said Land together with all buildings and structures standing thereon and all plant and machinery attached to the earth, or permanently fastened to anything attached to the earth, both present and future (excluding 1st Floor in Wing A and 2nd, 5th and 8th floors in wings A & B and units B-1-316, A-408, 409, 410, A-001, 002, 003 and B1-407 in the building known as Boomerang constructed on the said Land ("HDFC Mortgage-1"), in the manner and on the terms and conditions recorded therein.
47. By and under Agreement for Sale of Office Premises dated July 12, 2011 executed between Centaur Mercantile (therein referred to as the Promoter) of the





One Part and GPX India Private Limited (therein referred to as the Purchaser) of the Other Part, Centaur Mercantile has, inter-alia, granted a license cum grant to GPX India Private Limited in respect of (i) 5,356 square feet of utility space contiguous to the Office Area located at stilt area adjacent to Wing A of the building known as Boomerang ("Utility Space"); (ii) 3,950 square feet of space on the Wing A terrace of the building known as Boomerang for the location of chillers ("Chiller Space"); and (iii) perpetual access to and use of rights of passage ("ROPs") for conduits, piping, cabling and other infrastructure installed or passing through the said Land (license cum grant in respect of the Utility Space, Chiller Space and ROPs is hereinafter referred to as the "GPX License"), in the manner and on the terms and conditions mentioned therein.

48. By and under Indenture of Lease dated September 7, 2010 executed between Centaur Mercantile (therein referred to as the Lessor) of the One Part and GPX India Private Limited (therein referred to as the Lessee) of the Other Part and registered with the Sub-Registrar of Assurances at Bandra-3 under Serial No. BDR/10208/2010, Centaur Mercantile has granted to GPX India Private Limited for perpetuity the lease of an area of 3200 square feet on the said Land detailed more particularly described in the Schedule thereto and as indicated in red colour in the plan annexed thereto ("GPX Lease"), in the manner and on the terms and conditions recorded therein.

49. By and under its letter dated October 18, 2011, LIC Housing Finance Limited has given no-objection ("LICHFL NOC") and has released premises admeasuring 87,178 square feet in Wing A and 60,209 square feet in Wing B, both located on the 5th Floor (therein referred to as the Released Portion) in the building known as Boomerang constructed on the said Land in the manner and on the terms and conditions mentioned therein.

50. Thereafter, by and under an Indenture of Mortgage dated 31st October, 2011 executed between Centaur Mercantile (therein referred to as the Mortgagor) of the One Part and Housing Development Finance Corporation Limited ("therein referred to as the Mortgagee) of the Second Part and registered with the office of the Sub-Registrar of Assurances at Kurla under serial no. BDR7-08190-2011, Centaur Mercantile has created a charge by way of first exclusive mortgage and charge over, inter-alia, premises admeasuring 1,47,387 square feet (chargeable

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area) (excluding 4,22,689 square feet) being premises released under the LICHFL NOC admeasuring 87,178 square feet in Wing A and 60,209 square feet in Wing B, both located on the 5th Floor in the said building known as Boomerang constructed on the said Land together with undivided interest in the common areas and facilities thereunder ("HDFC Mortgage-2"), in the manner and on the terms and conditions recorded therein.

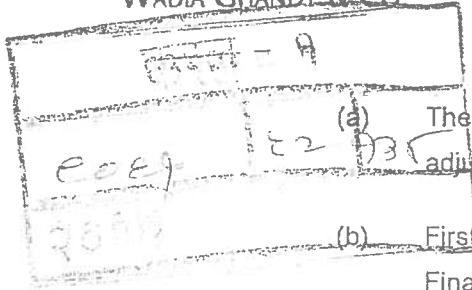
51. Site Status

Municipal Corporation of Greater Mumbai (MCGM) has issued the following sanctions for development of the Building Boomerang on the said Land:-

- (a) Intimation of Disapproval ("IOD") dated 19th May, 2006 bearing No. E.B./C.E./4059/BPES/AL for the construction of proposed building No. 2 (being the building Boomerang) on the said Land and amended plans approved by and under letters dated 28th December, 2006, 4th August 2007, 9th May, 2008, 14th July, 2008, 5th Juke, 2009, 31st August, 2009 and 3rd May, 2010 issued by MCGM;
- (b) Commencement Certificate - No.C.E./4059/BPES/AL dated 20th September, 2007 which has been further extended on 20th June, 2008, 7th October, 2008, 6th August, 2009, 18th September, 2009, 10th May, 2010 and 20th May, 2010, as Full Commencement Certificate for Wing A and B-1 and B-2 (except 8th Floor of Wing B-2);
- (c) Part Occupation Certificate bearing No. CE/4059/BPES/AL dated 26th August, 2010 whereby it has been stated that the part development work for the building comprising Wing "A" and "B1" Lower level basement for parking + upper level basement (part parking and part storage) + Ground+ 7 upper floors for Wing "A" and "B1" on the said Land is completed and may be occupied on the terms and conditions mentioned therein.

52. In view of what has been stated aforesaid, we hereby certify that the title of Centaur Mercantile Pvt. Ltd. to the said Land described in the Fourth Schedule hereunder written is clear and marketable, subject to:

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(a) The certified copy of the order dated 7th March 2008 has not been adjudicated.

(b) First ranking pari passu charge in favour of Industrial Development and Finance Corporation Limited and Housing Development and Finance Corporation Limited, created by and under the Indentures of Mortgage dated the 10th day of December 2007 and 25th September 2008; HDFC Mortgage-1 in favour of HDFC created by Centaur Mercantile under an Indenture of Mortgage dated August 7, 2010 and HDFC Mortgage-2 in favour of HDFC created by Centaur Mercantile under an Indenture of Mortgage dated October 31, 2011 ;

(c) IDBI Mortgage created by Centaur Mercantile in favour of IDBI Trusteeship Services Limited; .

(d) GPX Lease in respect of an area of 3200 square feet on the said Land;

(e) GPX License in respect of Utility Space, Chiller Space and ROPs; and

(f) Lease of land created by Kanakia Spaces Private Limited (previously known as Kanakia Construction Pvt. Ltd) in favour of Reliance Energy Limited in respect of land admeasuring around 780 square meter, out of land bearing C.T.S. No. 4 and C.T.S. No. 36 of Village Saki, Taluka Kurla for a period of 99 years

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All that piece and parcel of land bearing CTS No 4, 4/1 to 4/76, 15(part), 16, 17, 18, 27(part), 32(part), 33, 34, 36, 40(part 5), as per Property Register Cards admeasuring 29,354.40 sq. mtrs and as per the Indenture of Conveyance dated 30th November, 2004 is admeasuring 35,898 sq. mtrs situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, bounded in the manner following i.e. on:

The North: by Chandivali Road;

The South: by Narayan Plaza;

The East: by Oberoi Garden;

The West: by Narayan Plaza

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THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Part I of the said Property)

All that piece and parcel of land bearing CTS No 4, 4/1 to 4/21, 4/37 to 4/76, 15(part), 16, 17, 18, 27(part), 32(part), 33, 34, 36, 40(part 5) together with building and structures standing thereon situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, admeasuring 25,863 sq. mtrs bounded in the manner following i.e. on:

The North: by Chandivali Road;
The South: by Narayan Plaza;
The East: by Oberoi Garden;
The West: by Narayan Plaza.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of Part II of the said Property)

All that piece and parcel of land bearing CTS No 4/22 to 4/36 together with building and structures standing thereon situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, admeasuring 3,491.40 sq. mtrs bounded in the manner following i.e. on:

The North: by Chandivali Road;
The South: by Centaur Property;
The East: by Centaur Property;
The West: by Chandivali Road.

THE FOURTH SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing CTS No 4, 4/1 to 4/76, 17, 33, 34, 36, 14A (part) and 14D and renumbered collectively as new C.T.S. No.4A admeasuring 31,748.90 square meters situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, sq. mtrs bounded in the manner following i.e. on:

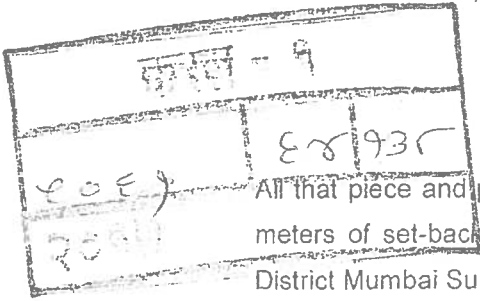
The North: by Chandivali Road;
The South: by Narayan Plaza;
The East: by Oberoi Garden;
The West: by Narayan Plaza.



WADIA GHANDY & Co.

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THE FIFTH SCHEDULE ABOVE REFERRED TO



All that piece and parcel of land bearing new C.T.S. No.4B admeasuring 1,083 square meters of set-back land, situated at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Suburban, sq. mtrs bounded in the manner following i.e. on:

The North : by Chandivali Road;

The South : by Narayan Plaza;

The East : by Oberoi Garden;

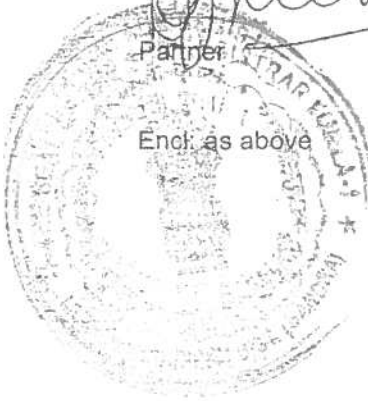
The West : by Narayan Plaza.

Dated this 29th day of November, 2011

For Wadia Ghandy & Co.

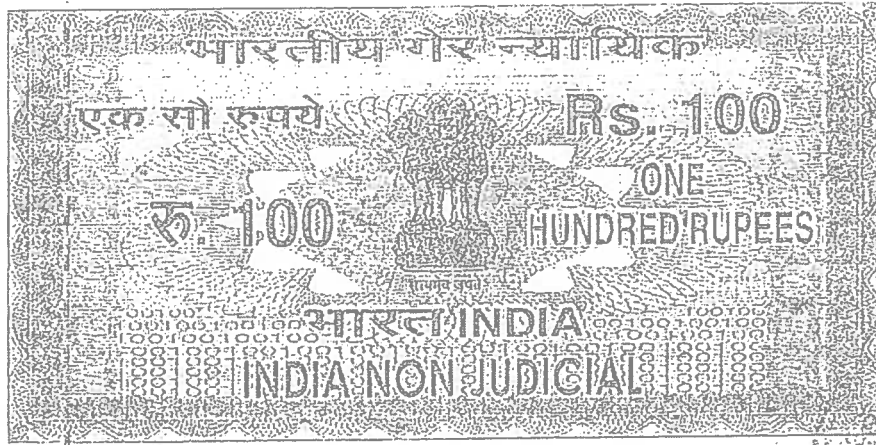
Partner

Encl: as above



ANNEXURE-A

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महाराष्ट्र MAHARASHTRA

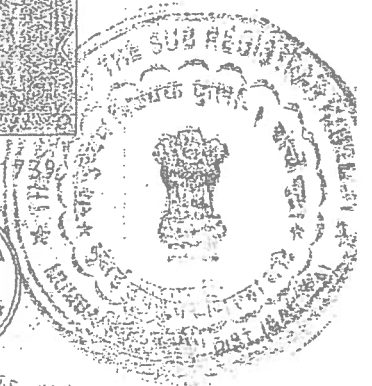
License No 17103
STAMP VENDOR
Sh. Saurabh S. Injaye

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For CENTAUR MERCANTILE PVT. LTD.

S.L.
Add: E-2/13, 14th Floor, Saurabh
Atmaram House, 104/104A
Kalyan (E) 421 306. Ph: 2223333



DECLARATION

Asha

म. शे. स. ग. प्र. लि.

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This declaration ("this Declaration") is executed at Mumbai on this 29th day of November, 2011 by Centaur Mercantile Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having registered office at 215-Arium, 10th floor, Next to Courtyard by Marriott Hotel, Opp. Divine Child High School, Andheri Kurla Road, Andheri (East), Mumbai - 400 059, through its authorized signatory Mr./Mrs. ASHA SHAH hereinafter referred to as "the Company" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

Asha

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WHEREAS:

A. On January 29, 2010, M/s Wadia Ghandy & Co. ("WG & Co."), the Advocate and Solicitors of CMPL have issued a title certificate bearing No. FFK724/10 (the said Title Certificate) in respect of all that piece and parcel of land bearing C.T.S. No. 4A admeasuring 31,748.90 square meters situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban (the said Land) and C.T.S. No. 4B admeasuring 1,083 square meters of set-back land situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban (the Set-Back Land); (the said Land and the Set-Back Land are hereinafter collectively referred to as "the said Property")

B. The Company has now approached WG & Co. to update the said Title Certificate. In this regard, in respect of the facts which have emerged post issuance of the said Title Certificate, the Company doth hereby declares, represents and states as under:

1. The Company is the owner of or otherwise well and sufficiently entitled to the said Land being all that piece and parcel of land bearing C.T.S. No. 4A admeasuring 31,748.90 square meters situate at Village Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban and more particularly described in the Schedule hereunder written;
2. That the tenure of the said Land is freehold;
3. Save and except as provided herein, the Company have not entered into any deeds, documents, agreements for assignment, transfer and/or development agreement or any other agreement or arrangement of any nature whatsoever with any person or party, with respect to the said Land or any part thereof;



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4. Save and except as provided hereinbelow, there is no easement, impediment, prohibition, restriction or negative covenant running with the said Land whereby the Company in any manner restrained, prohibited, prevented from in any manner selling, transferring and conveying the said Land.
5. The said Land is not affected by any development plan or reservation or set back and there is no impediment, prohibition, restriction upon the present or future development of the said Land.
6. The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 are not applicable on the said Land.
7. The Company has handed over the Set-Back Land being all that piece and parcel of land bearing C.T.S No. 4B admeasuring 1,083 square meters of set-back land situate at Village, Saki Naka, Andheri (East), Taluka Kurla, District Mumbai Sub-urban, to the Municipal Corporation of Greater Mumbai.
8. The Company states and declares that subject to what is stated hereinabove all property taxes, rates, cesses including N/A assessments, assessments, water charges, electricity charges or any other amounts of similar nature which are lawfully due and payable to any authority in respect of the said Land are being paid in the normal course of business and will continue to be paid by the Company.
9. The Company has paid N/A Tax on the said Land upto the date hereof and that there are no arrears of N/A Tax in respect of the said Land or any part thereof. The Company shall continue to pay N/A Tax on the said Land as demanded by the relevant authority from time to time. The Company has till date not received any notices in respect of increase in or in



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relation to NA Tax with respect to the said Land or any part thereof;

10. The Company states that the said Land is not subject to any litigation or proceedings in any Court or Tribunal, nor is there any attachment on the said Land either before or after judgment;

11. There is no prohibitory order or order of attachment of any department of income tax for taxes or of any department of the Government, Central or State or Local Body, Public Authority for taxes, levies, cesses, with respect to or affecting the said Land;

12. The Company states and declares that there is no proceeding pending under the Income Tax Act, 1961 which affects, prevents, hinders, prohibits the sale or mortgage of the said Land or any part thereof;

13. There are no orders or prohibitory or restrictive orders passed by any competent authority including the Central or State Government or revenue & statutory authorities or Collector or by any court of law or before any Tribunal or before any statutory authorities or before any arbitrator or before any labour court and there is no application and/or proceedings pending before any of the above named authority with respect to the said Land or any part thereof;

14. Save and except as provided hereinbelow, there are no encroachments, trespassers or tenants or occupants or licensee or any rights created in favour of the third parties with respect to the said Land or any part thereof;

The Company has also deposited with IDFC all the original documents of title of the said Property.

15. That no notices from the Central Government and/or State Government or any other local body or statutory authority including revenue officers or

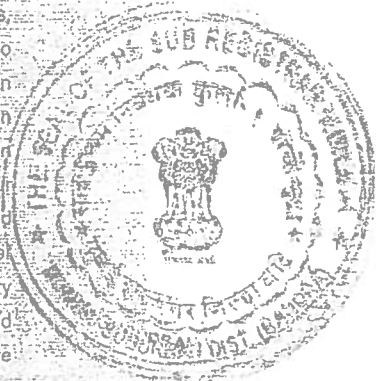
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collector or under the relevant Municipal Act or Epidemic Disease Act or Land Acquisition Act or Town Planning Act or The Defence of India Act or Major Port Trust Act, 1963 or Kerala Land Reforms Act or Land Revenue Code or Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Vendors in respect of the said Land.

16. By and under an Indenture of Mortgage dated the 25th day of September 2008, and registered with the Office of the Sub-Registrar of Assurances, Bandra at serial no. 7220 of 2008, Centaur Mercantile (therein referred to as "Centaur") mortgaged, by way of first ranking pari-passu charge in favour of Infrastructure Development Finance Company Limited (therein referred to as "IDFC") and Housing Development Finance Corporation Limited (therein referred to as "HDFC"), all the right title and interest of Centaur Mercantile over and in respect of all the assets situate at the place and parcel of the of the land, pertaining to the Boomerang Project, together with all the buildings erections go-downs and constructions of every description which are erected and standing on attached to the land and premises mentioned in Schedule III written hereunder, and more particularly described in the Schedule written hereunder for securing the repayment of rupee term loans, and interest accrued thereon, advanced by IDFC and HDFC under respective loan agreements to Kanakia Spaces Private Limited (therein referred to as "Borrower") on terms and conditions more particularly set out in the said Deed of Mortgage.

17. Thereafter, by and under a No-Objection Certificate dated June 25, 2010 issued by IDFC to the Regional Manager, LIC Housing Finance Limited, IDFC granted no objection in respect of creation of mortgage by Centaur Mercantile in respect of premises being the 1st, 2nd, 5th and 8th Floors in Wings A & B, more particularly mentioned hereinbelow having an aggregate saleable area of 422689 sq. Ft. in the building known as



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Boomerang constructed on the said Land as a security in respect of the loan facility to be availed from LIC Housing Finance Limited.

18. Similarly, HDFC also has, by and under a No Objection Certificate dated June 25, 2010, issued to Centaur Mercantile, granted no objection in respect of creation of mortgage by Centaur Mercantile in respect of premises being the 1st, 2nd, 5th and 8th Floors in Wings A & B, more particularly mentioned hereinbelow having an aggregate saleable area of 422689 sq. Ft. in the building known as Boomerang constructed on the said Land as a security in respect of the loan facility to be availed from LIC Housing Finance Limited.

19. Thereafter, by and under the Deed of Release dated 19th day of July, 2010, executed between IDFC and HDFC (herein collectively referred to as the Lenders/Mortgagees of the One Part and Centaur Mercantile (herein referred to as the Borrower/Mortgagor) of the Other Part, and registered with the office of the Sub-Registrar of Assurances Kurla-1 under Serial No. BDR3-08309-2010, IDFC and HDFC have regranted, reassured, retransferred and reassigned into Centaur Mercantile the Released Premises being the 1st, 2nd, 5th and 8th Floors, totally admeasuring 4,22,689 square feet of saleable area in Wings A & B in the said Building "Boomerang" for the consideration and in the manner recorded therein.

20. Subsequently, in consideration of loan facility availed by Kanakia Spaces Private Limited from LIC Housing Finance Limited, by and under an Indenture of Mortgage dated July 9, 2010 executed between Kanakia Spaces Private Limited (herein referred to as the Borrower) of the First Part, Centaur Mercantile (herein referred to as the Mortgagor) of the Second Part and IDBI Trusteeship Services Limited (herein referred to as "the Security Trustee") of the Third Part and registered with the office of

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Sub-Registrar of Assurances at Kuria-1 under Serial No. 7865 of 2010 Centaur Mercantile has mortgaged unto IDBI Trusteeship Services Limited (i) the 1st, 2nd, 5th and 8th Floors in Wings A & B more particularly mentioned hereinbelow having an aggregate saleable area of 422689 sq. Ft. in the building known as Boomerang constructed on the said Land (herein referred to as the Property) and more particularly described in Schedule I thereto.

FLOOR	WING	AREA (SQ. FT.)
1st	A	56,630
2nd	A	56,630
	B	45,266
5th	A	87,178
	B	60,209
8th	A	70,617
	B	46,159

(i) benefit of receivables in respect of the abovementioned premises being the 1st, 2nd, 5th and 8th Floors in Wings A & B having an aggregate saleable area of 422689 sq. Ft. in the building known as Boomerang to be deposited in the Escrow Account (as defined therein) of Centaur Mercantile (herein defined as the Receivables) as more particularly described in Schedule II thereto; and (ii) movables premises being the 1st, 2nd, 5th and 8th Floors in Wings A & B having an aggregate saleable area of 422689 sq. Ft. in the building known as Boomerang and more particularly described in Schedule I thereto, on the terms and conditions and in the manner as provided therein (IDBI Mortgage).



21. By and under an Indenture of Mortgage dated August 7, 2010 executed between Centaur Mercantile (herein referred to as the Mortgagor and/or Borrower) of the One Part and Housing Development Finance Corporation Limited (herein referred to as the Mortgagee) of the Other

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Part and registered with the office of Sub-Registrar of Assurances at Bandra-3 under Serial No. BDR/37865/2010, Centaur Mercantile has mortgaged the said Land together with all buildings and structures standing thereon and all plant and machinery attached to the earth, or permanently fastened to anything attached to the earth both present and future (excluding 1st Floor in Wing A and 2nd, 5th and 8th floors in wings A & B each having an aggregate saleable area of 4,22,689 square feet and units B-1-316, A-408, 409, 410, A-001, 002, 003 and B1-407 having saleable area of 61348 square feet. In the said Building Boomerang constructed on the said Land along with present and future receivables accrued out of the sold and unsold units of the building Boomerang more particularly described in item no. 4 in the Schedule 1 thereto ("HDFC Mortgage 1"); in the manner and on the terms and conditions recorded therein.

22. By and under Indenture of Lease dated September 7, 2010 executed between Centaur Mercantile (therein referred to as the Lessor) of the One Part and GPX India Private Limited (therein referred to as the Lessee) of the Other Part and registered with the Sub-Registrar of Assurances at Bandra-3 under serial no. BDR-3/10208/2010, Centaur Mercantile has granted to GPX India Private Limited for perpetuity the lease of an area of 3200 square feet on the said Land detailed more particularly described in the schedule hereto and as indicated in red colour in the plan annexed hereto ("GPX Lease"). In the manner and on the terms and conditions recorded therein.

23. By and under Agreement for Sale of Office Premises dated July 12, 2011 executed between Centaur Mercantile (therein referred to as the Promoter) of the One Part and GPX India Private Limited (therein referred to as the Purchaser) of the Other Part, Centaur Mercantile has, inter-alia, granted a license cum grant to the Licensee in respect of (i) 5,356 square

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(i) of utility space contiguous to the Office Area located at still area adjacent to Wing A of the building Boomerang ("Utility Space"); (ii) 3,950 square feet of space on the Wing A terrace of the building Boomerang for the location of chillers ("Chiller Space"); and (iii) perpetual access to and use of rights of passage ("ROPs") for conduits, piping, cabling and other infrastructure installed or passing through the said Land (license cum grant in respect of the Utility Space, Chiller Space, and ROPs, is hereinafter referred to as the "GPX License"), in the manner and on the terms and conditions mentioned therein.

By and under its letter dated October 18, 2011, LIC Housing Finance Limited, has given no objection ("LICHEL NOC") and has released premises admeasuring 87,178 square feet in Wing A and 60,209 square feet in Wing B, both located on the 5th Floor (herein referred to as the Released Portion) in the building known as Boomerang constructed on the said Land in the manner and on the terms and conditions mentioned therein.

24. Thereafter, by and under an Indenture of Mortgage dated 31st October, 2011, executed between Centaur Mercantile (herein referred to as the Mortgagor) of the One Part and Housing Development Finance Corporation Limited (herein referred to as the Mortgagee) of the Second Part and registered with the office of the Sub-Registrar of Assurances at Kuria under serial no. BDR7-08190-2011, Centaur Mercantile has created a charge by way of first exclusive mortgage and charge over inter-alia premises admeasuring 1,47,387 square feet (chargeable area) comprising of premises released under LICHEL NOC admeasuring 87,178 square feet in Wing A and 60,209 square feet in Wing B, both located on the 5th Floor in the said building known as Boomerang constructed on the said Land together with undivided interest in the common areas and facilities thereunder ("HDFC Mortgage-2"), in the manner and on the terms and conditions recorded therein.



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25. Save and except the (i) First ranking pari passu charge in favour of Industrial Development and Finance Corporation Limited and Housing Development and Finance Corporation Limited created by Centaur Mercantile under the Indentures of Mortgage dated the 10th day of December 2007 and 25th September 2008, (ii) the IDBI Mortgage, (iii) the HDFC Mortgage-1, (iv) the HDFC Mortgage-2, (v) the GPX Lease and (vi) GPX License, the said Land and the Building known as Boomerang constructed on the said Land or any part thereof is not in any way encumbered by way of sale, assignment, mortgage, charge, lien, trust, lease, sub-lease, license, tenancy, gift, exchange, easement, claim, transfer, encroachments, trespassers, tenants, occupants, and any third party rights or any other right or otherwise howsoever.

26. Municipal Corporation of Greater Mumbai (MCGM) has issued the following sanctions for development of the Building Boomerang on the said Land:

- a. Intimation of Disapproval (IOD) dated 19th May, 2006 bearing No. E.B./C/E/4059/BPES/AL for the construction of proposed building No. 2 (being the building Boomerang) on the said Land and amended plans approved by and under letters dated 28th December, 2006, 4th August, 2007, 9th May, 2008, 14th July, 2008, 5th June, 2009, 31st August, 2009 and 3rd May, 2010 Issued by MCGM.
- b. Commencement Certificate No. C/E/4059/BPES/AL dated 20th September, 2007, which has been further extended on 20th June, 2008, 7th October, 2008, 6th August, 2009, 18th September, 2009, 10th May, 2010 and 20th May, 2010, as Full Commencement Certificate for Wing A and B-1 and B-2 (except 8th Floor of Wing B-2);

And

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Part Occupation Certificate bearing No. GE/4059/BPES/AL dated 26th August, 2010, whereby it has been stated that the part development work for the building comprising Wing "A" and "B1" Lower level basement for parking, + upper level basement (part parking and part storage) + Ground + 7 upper floors for Wing "A" and "B1" on the said Land is completed and may be occupied on the terms and conditions mentioned therein.

27. The Company states and declares that the Company has observed, performed and complied with and will observe, perform and comply with all the demands, terms, conditions, stipulations and restrictions, if any, which may have been imposed by the office of the Municipal Corporation of Greater Mumbai, from time to time.

28. The Company states and declares that the Company has to the best of its knowledge, not omitted to disclose any material fact in this said Declaration or otherwise in respect of the said Land. The Company confirms that what is stated in this said Declaration is true and accurate and not misleading in any aspect whatsoever and there are no material omissions in the same.



SIGNED AND DELIVERED)
 By GENTAUR MERCANTILE PRIVATE)
 LIMITED through the hands of its)
 Authorized signatory Mr./MRs)
 being duly authorized by and under the)
 Board resolution dated _____)
 passed by its Board of Directors.)
 in the presence of ...)

Asst. H. Clerk

1.....
Wax

Before Me

Annexure - D''

Unit No - A-007

Carpet Area: 1027 sq.ft (i.e. 95.41 Sq.mtrs)

Basement



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