



10/08/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 4

दस्त क्रमांक : 7631/2015

नोदणी :

Regn:63m

गावाचे नाव : 1) कुर्ला

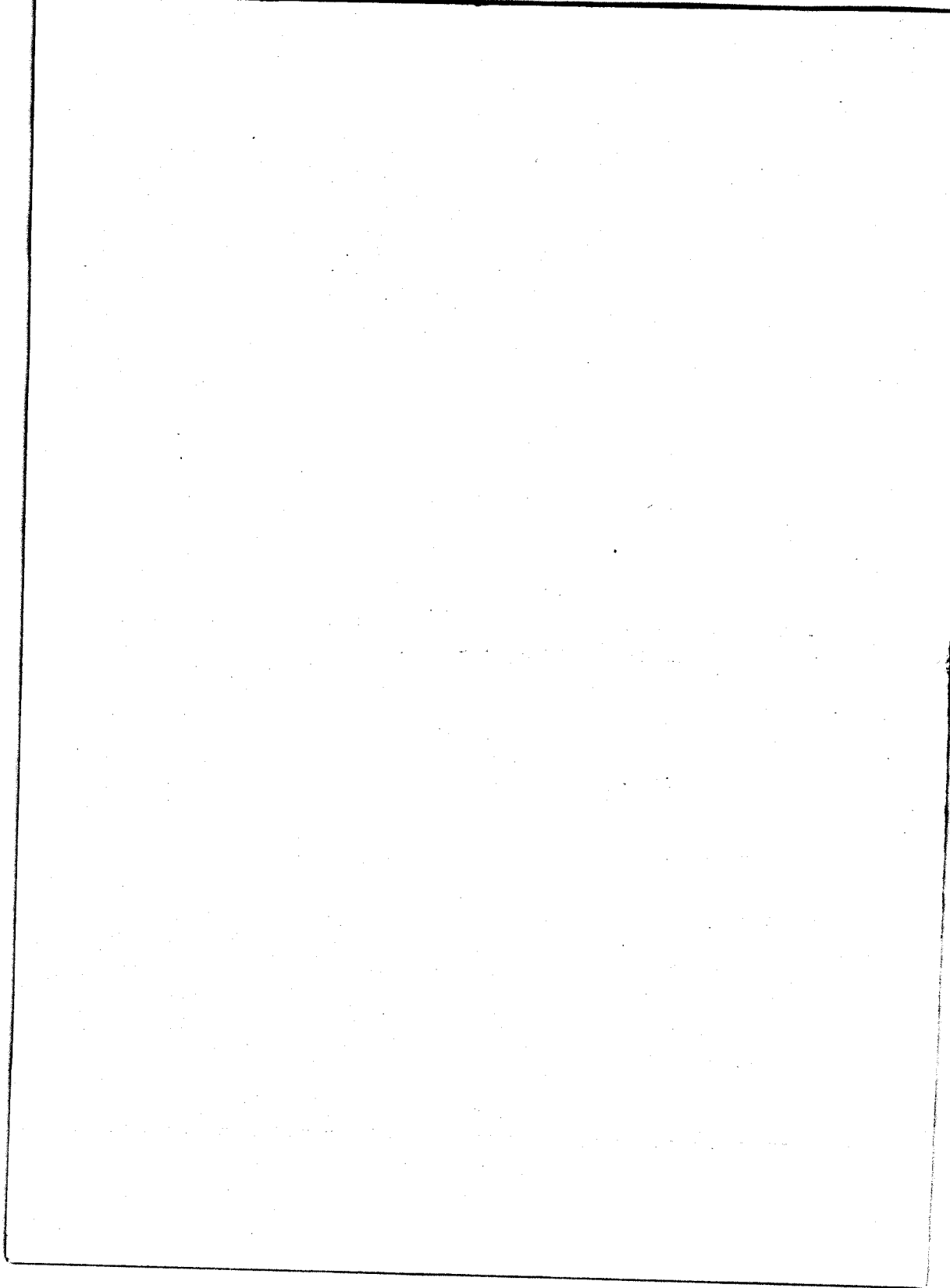
(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	4561200
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3206912
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: युनिट नं 1 बी 82, माळा नं: 1 ला मजला, इमारतीचे नाव: फिनिक्स पॅरागोन प्लाझा, ब्लॉक नं: कुर्ला पश्चिम,मुंबई 400070, रोड : एल बी एस मार्ग((C.T.S. Number : 124 ;)) इतर हक्क :
(5) क्षेत्रफळ	1) 14.05 चौ.मीटर पोटखराब क्षेत्र : 0 NA
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-ग्रेसवर्क्स रिअल्टी अँड लिझर प्रा ली तर्फे हेतल खिमासिया तर्फे मुखत्यार विधी ए मध्यर वय:-25; पत्ता:-प्लॉट नं: 462, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: लोअर परेळ पश्चिम , रोड नं: सेनापती बापट मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:- AABCG2308P
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मारीमूतू - सुब्बय्या वय:-31; पत्ता:-प्लॉट नं: रूम नं 201 , माळा नं: -, इमारतीचे नाव: ए विंग, विवेकानंद को ऑप ही सो , ब्लॉक नं: धारावी , रोड नं: 90 फिट रोड , महाराष्ट्र, मुम्बई. पिन कोड:-400017 पॅन नं:-AQDPM1233C
(9) दस्तऐवज करून दिल्याचा दिनांक	04/08/2015
(10)दस्त नोंदणी केल्याचा दिनांक	10/08/2015
(11)अनुक्रमांक,खंड व पृष्ठ	7631/2015
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	228500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.





महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१५

- A-1) महानगर पालिका - मुंबई
१. दस्ताचा प्रकार :- करारनामा :- अनुच्छेद क्रमांक :- २५ वी
२. सादरकर्त्याचे नाव :- मारीमूल सुब्बे मारीमूल सुब्बे
३. तालुका :- कुर्ली - ४
४. गावाचे नाव :- कुर्ली - II
५. नगरभुमापन क्रमांक/सर्वे क्र./अंतिम भूखंड क्रमांक :- 124
६. मूल्य दरविभाग (झोन) :- 106 :- उपविभाग :- 511A
७. मिळकतीचा प्रकार :- खुलीजमीन निवासी कार्यालय दुकान औद्योगिक
- प्रति चौ. मी. दर :- 207500/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 14.05 कारपेट / बिल्ट अप चौ. मीटर / फुट
९. कारपार्किंग :- — :- गच्ची :- — :- पोटमाळा :- —
१०. मजला क्रमांक :- पहिला उदवाहन सुविधा :- — आहे / नाही. करती-४
११. बांधकाम वर्ष :- नविम घसारा :- —
१२. बांधकामाचा प्रकार :- आरसीसी / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्यदर लक्षातील समुद्रसुचना क्र. :- — ज्यान्वये दिलेली घट / वाढ
१४. लिट्ट अँड बॉयसन्सचा दस्त १. प्रतिमाह भाडे रक्कम :- —
निवासी / अनिवासी २. उनामत रक्कम/आगाऊ भाडे :- —
३. कालावधी :- —
१५. निधीपित केलेले बाजारमूल्य 3206912/-
१६. दस्तामधून विलेला मोबदला 4561200/-
१७. देय मुद्रांक शुल्क :- 228100/- भरलेले मुद्रांक शुल्क :- 228500/-
१८. देय नोंदणी फी :- 30,000/-

आहे / नाही. करती-४	
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लिपीक

सह दर्याम. निबंधक
सह दर्याम. निबंधक कुर्ली - ४
मुंबई उपनगर जिल्हा

① $14.05 \times 207500 \times 1.10 = 3206912/-$

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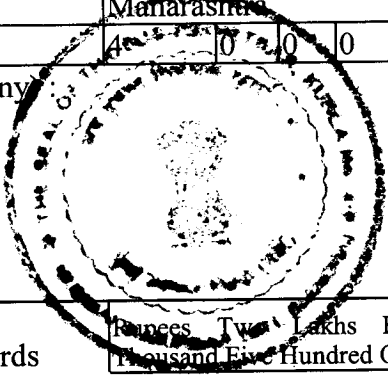
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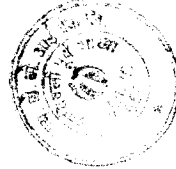
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Hot Payment Successful. Your Payment Confirmation Number is 68896533

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH002711387201516R	BARCODE	Form ID : Date: 04-08-2015
Department	IGR	Payee Details	ॐ ॐ ॐ
Receipt Type	RM	Dept. ID (If Any)	ॐ ॐ ॐ ॐ ॐ ॐ
Office Name	IGR200-KRL4_JT SUB REGISTRAR KURLA NO 4 Location	PAN No. (If Applicable)	PAN-AQDPM1233C
Year	Period: From : 03/08/2015 To : 31/03/2099	Full Name	MARIMUTHU SUBBIAIH
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	UNIT NO 1B 82 1ST FLOOR PHOENIX PARAGON PLAZA
0030045501-75	228500.00	Road/Street, Area /Locality	LBS MARG KURLA WEST Maharashtra
0030063301-70	30000.00	Town/ City/ District	Maharashtra
	0.00	PIN	400 070 070
	0.00	Remarks (If Any)	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	258500.00	Amount in words	₹ Rupees Two Lakhs Fifty Eight Thousand Five Hundred Only
Payment Details: IDBI NetBanking Payment ID : 68896533		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332015080451757	
Cheque- DD No.		Date	04-08-2015
Name of Bank	IDBI BANK	Bank-Branch	656 KANDIVALI [EAST]
Name of Branch		Scroll No.	

J. Marimuthu



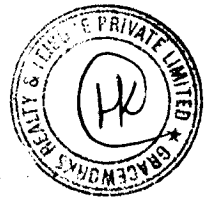
करल-४		
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२०१५		



करल-म		
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२०१५		



S. Marimuthu



ARTICLES OF AGREEMENT made at Mumbai this 4th day of August in the Christian Year Two Thousand and Fifteen (2015);

BETWEEN

GRACEWORKS REALTY & LEISURE PRIVATE LIMITED, a Company registered under the Companies Act, 1956 and having its registered Office at 462, Senapati Bapat Marg, Lower Parel – West, Mumbai – 400013, hereinafter called the “**PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **ONE PART**

AND

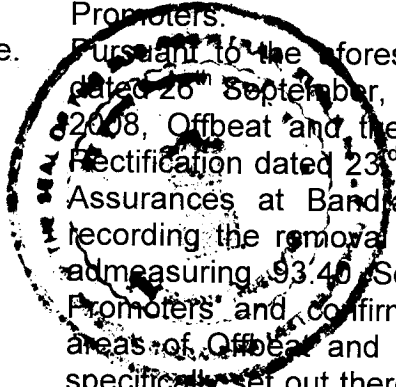
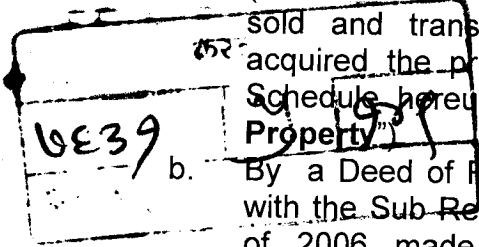
MR. MARIMUTHU SUBBIAH, of Mumbai Indian Inhabitant residing at Room No. 201, A Wing, Vivekananda CHS, 90 ft. Road, Dharavi, Mumbai 400017 hereinafter called the “**PURCHASER**” (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his heirs, executors, administrators and permitted Assigns) of the **OTHER PART**.



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WHEREAS:

- a. By a Deed of Conveyance dated 22nd December, 2005 and registered with the Sub Registrar of Assurances at Kurla under Serial No. 7589 of 2005 and made between Mukand Limited as Vendors of the One part and (1) Offbeat Developers Private Ltd. ("Offbeat") and (2) the Promoters collectively referred as Purchasers of the Other Part, (hereinafter referred to as "**the said Conveyance**"), Mukand Limited sold and transferred and Offbeat and Promoters purchased and acquired the property more particularly described Firstly in the First Schedule hereunder written (hereinafter referred to as "**the Larger Property**").
- b. By a Deed of Rectification dated 12th December, 2006 and registered with the Sub Registrar of Assurances at Bandra under Serial No. 7382 of 2006 made between Offbeat and Promoters, they, inter-alia, mentioned exact division/demarcation of the areas to be owned and developed by Offbeat and the Promoters respectively in the Larger Property (which were not mentioned in the said Deed of Conveyance dated 22nd December, 2005 and wherein Offbeat and the Promoters were mentioned as co-purchasers and Tenants – in – common) (hereinafter referred to as "**First Deed of Rectification**").
- c. As per the amalgamation and Sub Division Order No. C/Karya-2D – POV I – SRK – 884 dated 26th September, 2007 of the Collector, Mumbai Suburban District, Mumbai the procedure of Amalgamation and Sub Division was carried out for the separate Property Register Cards in the name of Offbeat and Promoters.
- d. Thereafter the Collector, Mumbai Suburban District, Mumbai issued Corrigendum Order dated 16th January, 2008 correcting order dated 26th September, 2007 and removed reference to lands bearing C.T.S. No. 124 / 2 admeasuring 93.40 Sq. Mts. from the total holding of Offbeat and Promoters.
- e. Pursuant to the foresaid Orders of Amalgamation and Sub Division dated 26th September, 2007 and Corrigendum Order dated 16th January, 2008, Offbeat and the Promoters have executed a Second Deed of Rectification dated 23rd April, 2008, registered with the Sub Registrar of Assurances at Bandra under Serial No. 2880 of 2008, inter alia, recording the removal of reference to lands bearing C.T.S. No. 124/2 admeasuring 93.40 Sq. Mts. from the total holding of Offbeat and Promoters and confirming consequential reduction in the respective areas of Offbeat and the Promoters and enjoyment thereof as more specifically set out therein. (hereinafter referred to as "**Second Deed of Rectification**").
- f. Offbeat and Promoters have submitted revised amalgamation-sub division plan to MCGM and the same is sanctioned under No. CE/308/BPES/LOL dated 9th July, 2010. Thereafter, by amalgamation and sub-division order dated 9th May, 2012 passed by the Collector, Mumbai Suburban District bearing no. C/KARYA-2D/EKATRI-POVI/SRK-1492, the plot bearing CTS Nos. 124/A, 124/C, 124/D, 124/E and 124/F were amalgamated and sub divided to new CTS Nos. 124/A, 124/C, 124/D and 124/E whereafter Offbeat and Promoters have submitted revised amalgamation-sub division plan to MCGM and the same has been sanctioned under no. CE/308/BPES/LOL dated 10th December, 2012.
- g. Consequent to the above, the Promoters have become seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of non-agricultural freehold land or ground situate lying

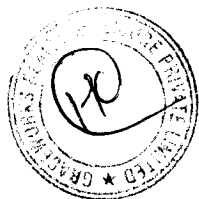


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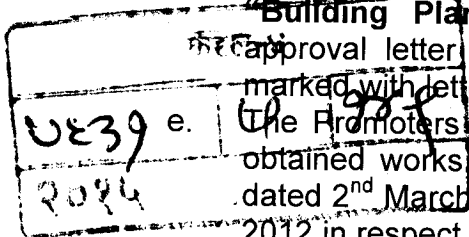
and being at Village Kurla II in the Registration District and Sub District of Mumbai City and Mumbai Suburban and bearing Survey No.5A (Part) of Village Kurla Kirol and now bearing following CTS no. 124/B admeasuring 14,745 sq. meters or thereabouts as more particularly described Secondly in the First Schedule hereunder written (hereinafter referred to as the "**Promoters Property**") and Offbeat has become entitled to plot bearing CTS no. 124/A admeasuring 74,641.20 sq.mtrs., (hereinafter referred to as the "**Offbeat Property**") and Offbeat is also entitled to the benefits arising out of plot bearing CTS nos. 124/C, 124/D & 124/E admeasuring 9971.50 sq.mtrs., 1350.00 sq.mtrs., 94.50 sq.mtrs. respectively, including FSI, Development rights, Transferable development rights (TDR) etc. therein;

- h. The Promoters Property stands in the Records of the Collector of Bombay i.e. in the P.R. Card in the name of the Promoters.
- a. The Promoters have availed a loan of Rs. 150,00,00,000/- (Rupees One Hundred and Fifty Crores Only) from IL&FS Financial Services Limited and by an Indenture of Mortgage dated 30th December, 2011 duly registered with the sub-registrar of assurances at Kurla under serial no. 9788/2011, Promoters have created charge in respect of the Promoters Property in favour of IL&FS Trust Company Limited as Security Trustee for IL&FS Financial Services Limited. The Promoters hereby confirm that they have repaid said loan of Rs. 150,00,00,000/- to IL&FS Financial Services Limited and by way of Deed of Release dated 5th March, 2014 the charge in respect of the Promoters Property is released.
- b. The Promoters have availed a loan of Rs. 125,00,00,000/- (Rupees One Hundred and Eight Five Crores Only) from IndusInd Bank Limited and by an Indenture of Mortgage dated 5th March, 2014 duly registered with the sub-registrar of assurances at Kurla under serial no. KRL1-1893-2014, Promoters have created charge in respect of the Promoters Property in favor of IndusInd Bank Limited. The Promoters have informed the Purchasers that there is Public Interest Litigation No. 4 of 2007 filed by Subhash Dagdu Jadhav against State of Maharashtra & Others which includes Offbeat and Promoters, seeking Writ of Certiorari or any other writ, order or direction directing the Respondents to produce the relevant papers and set aside Order dated 1^{4th} September, 2005 passed by Minister for Revenue inter alia holding that the Larger Property more particularly described Firstly in the First Schedule hereunder written is of the absolute ownership of Mukand Limited and government cannot put any restriction as to how the said land shall be disposed of and further giving order for making correction in the entry of tenure in the Property Card and for writ of mandamus or any other writ, order or direction directing Collector, Mumbai Suburban District to expunge deletion made in the Property Card of the said land and other reliefs as set out therein (hereinafter referred to as "**the said PIL Petition**"). The said PIL petition is pending for before the Hon'ble High Court of Bombay.
- c. The Promoters have informed the Purchaser that the Promoters are developing a multi-storied building to be known as "Phoenix Paragon Plaza" (hereinafter referred to as "**Phoenix Paragon Plaza**" and/or "**the said Building**") on the Promoters Property, with user for retail and office premises with parking spaces. This Agreement for Sale pertains to and/or relates only to premises more particularly described in Clause 4 below (herein referred to as the "**said Premises**") located in the said Building known as Phoenix Paragon Plaza alongwith undivided leasehold interest in the Promoters Property and to no other area or areas.



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- d. The Promoters have also informed the Purchaser that building plans for the construction of the said Building, with user for retail and office units and with parking space has been proposed by them (at present comprising of Basement – II, Basement – I, Ground, First, Second, Third and Fourth Floor, subject to change and/or modification from time to time), and submitted the same to MCGM and the Promoters have obtained Intimation of Disapproval bearing No. CE/3178/BPES/AL dated 14th February, 2007 and further obtained sanction of the amended plans after loading TDR vide amended plans approval letter bearing no. CE/3178/BPES/AL dated 23rd December, 2011 in respect of Basement – II, Basement – I, Ground, First, Second, Third and Fourth Floor (hereinafter the above building plans alongwith amendments thereto including any future amendments thereto are collectively referred to as **"Building Plans"**). Copies of the aforesaid IOD, amended plans and approval letter dated 23rd December, 2011 are annexed hereto and marked with letter **"F-2" (Collectively)**.



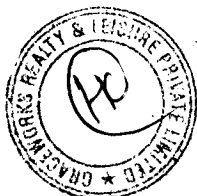
- e. The Promoters have informed the Purchaser that the Promoters have obtained works commencement certificate vide no. CE/3178/BPES/AL dated 2nd March, 2009 which has been further endorsed last on 5th May, 2012 in respect of Phoenix Paragon Plaza from Municipal Corporation of Greater Mumbai.
- f. The Promoters have informed the Purchasers that substantial portion of the Basement-II floor underneath the Larger Property is a common floor accessible by all developments on the Larger Property;
- g. The Promoters have also informed the Purchaser that Basement II floor underneath the Promoters Property/ said Building is intended to be retained by the Promoters and the Promoters will be entitled to use Basement-II in such manner as it may deem fit including but not limited to operating a pay & park either by itself or through a third party agency appointed by the Promoters. The Promoters have informed the Purchasers that the Promoters have permitted the owners, occupants of the adjoining property belonging to Offbeat a perpetual right to use the car parking spaces on Basement-II underneath the said Building for the purpose of parking their vehicles, subject to such conditions including payment of hourly/daily/monthly charges as may be imposed by the Promoters at its sole discretion.
- h. The Promoters have also informed the Purchaser that Offbeat has agreed to hand over area marked Plot "C" demarcated in Dark Green color on the plan annexed hereto and marked with letter **"A-2"**, being 10% additional recreation ground reservation admeasuring 9,971.53 Sq. Mts. on the North – East side of the Larger Property more particularly described Firsty in the First Schedule hereunder written to the Municipal Corporation of Greater Mumbai bearing CTS No. 124/C and acquire F.S.I. benefit in lieu thereof to be utilized by Offbeat on the Offbeat Property or dealt with in any manner as Offbeat may in its absolute discretion deem fit.
- i. The Promoters have also informed the Purchaser that Offbeat has agreed to hand over area demarcated in brown color and depicted in yellow hatch on the plan annexed hereto and marked with letter **"A-2"**, located on Basement-II below the mall & multiplex building belonging to Offbeat, to MCGM being 5% amenity space reservation and the 2.5% amenity space reservation admeasuring 6,220.86 Sq. Mts. and acquire F.S.I benefit in lieu thereof to be utilized by Offbeat on the Offbeat Property or dealt with in any manner as Offbeat may in its absolute discretion deem fit.



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- j. The Promoters have also informed the Purchaser that Offbeat has agreed to hand over area marked Plot "D" demarcated in Magenta color on the plan annexed hereto and marked with letter "A-2", being Transport Garage reservation admeasuring 1350 Sq. Mts. on the Larger Property more particularly described Firstly in the First Schedule hereunder written bearing CTS No. 124/D and acquire F.S.I. benefit in lieu thereof to be utilized by Offbeat on the Offbeat Property or dealt with in any manner as Offbeat may in its absolute discretion deem fit.
- k. The Promoters have also informed the Purchaser that Offbeat has agreed to hand over area marked Plot "E" demarcated in cyan color on the plan annexed hereto and marked with letter "A-2", being Road set back admeasuring 94.50 Sq. Mts. on the Larger Property more particularly described Firstly in the First Schedule hereunder written bearing CTS No. 124/E and acquire F.S.I. benefit in lieu thereof to be utilized on the Offbeat Property or dealt with in any manner as Offbeat may in its absolute discretion deem fit.
- l. Offbeat is developing the Offbeat Property in a phased manner and as a part of its first phase of development, Offbeat has developed a building on a portion of the Offbeat Property which is being operated by Offbeat as a retail mall and multiplex (hereinafter this building of Offbeat is referred to as **Mall & Multiplex Building of Offbeat**). Offbeat is further developing a commercial building comprising of offices in another portion of the Offbeat Property which building is to be known as Art Guild House (formerly known as "Orion Park") and offbeat intends to sell units in the building to be known as Art Guild House on ownership basis to interested parties.
- m. The Purchasers are aware that Offbeat and the Promoters will enter/have entered into an Inter-se agreement (herein referred to as the "**Inter-se Agreement**") whereby Offbeat and the Promoters will make arrangements inter-alia for the use of Entry/Exit gates, common roads and driveways lying within the Promoters Property, to be used in common by Offbeat and the Promoters and by visitors, guests, occupants of the Mall & Multiplex Building of Offbeat, Art Guild House and other structures on Offbeat Property and the Inter-se Agreement shall also provide for the use of certain infrastructure on the Larger Property in common for Offbeat developments and the development on the Promoters Property and for the payments/sharing of costs for installation, operation, utilization, maintenance, repairs, replacements of such Entry/Exit gates, common roads and driveways, common infrastructure etc. by Offbeat and the Promoters and the Purchasers have been informed about the same prior to entering into this Agreement and the Purchasers agree that the Purchasers right to use the aforesaid Entry/Exit gates, common roads and driveways, common infrastructure etc. will be subject to the provisions of the Inter-se Agreement and the payment of proportionate charges by the Purchaser, from time to time, towards the costs of repairs, replacement and maintenance of such Entry/Exit gates, common roads and driveways, common infrastructure etc.;
- n. The Promoters have informed the Purchaser that the common infrastructure at various locations on the Larger Property include High side air conditioning, sewage treatment plant, water treatment plant, electrical equipments, electrical rooms, diesel generator, water tanks, water pumps etc. which shall be used to provide services to some or all buildings/structures on the Larger Property. The Promoters may install meters or use such other methods or techniques to determine the actual consumption of common infrastructure by the Purchasers of Phoenix



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Paragon Plaza. The Purchasers have also been informed that the common roads and driveways on the Promoters Property are intended for the common use of Offbeat and the Promoters in accordance with the provisions of the Inter-se Agreement. The Promoters have informed the Purchaser that the costs and charges associated with the installation, utilization, operation, consumption, maintenance, repairs, replacements, facility management agency fees etc. in relation to such common infrastructure and the common roads and driveways will be determined in accordance with the provisions of the Inter-se Agreement and such costs and charges shall be apportioned to all users including the Purchaser proportionately. The Purchaser acknowledge that the services from the common infrastructure and the common roads and driveways shall be provided/continue to be provided subject to timely payment/discharge of related costs and charges by users thereof including the Purchaser. The Purchaser have agreed to pay such costs and charges to the Promoters, in advance, on or before the 7th day of every month without any demur or protest.

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The Promoters have also informed the Purchaser and the Purchaser is/are aware that the said Building Phoenix Paragon Plaza, will comprise of Basement - II, Basement - I, Ground Floor and First to Fourth upper floors. The Basement-II is intended to be used to house Common Infrastructure (as more particularly described in the Sixth Schedule hereunder written) other infrastructure for exclusive use of Phoenix Paragon Plaza and for vehicle parking which shall be retained by the Promoters for such purposes as stated hereinafter including for parking (as may be allowed/permitted by the Promoters as stated hereinafter) by occupants and users of the Mall and Multiplex Building of Offbeat, Promoters or the persons claiming by, under or through them, Purchaser(s) and occupants and visitors of any future development in the Larger Property. The whole of Basement - I, the Ground Floor, First and Second Floor of the said Building are intended to be used for retail premises, while the Third Floor and Fourth Floor are intended to be used for offices.

p. The Promoters have also informed the Purchaser that the Building Plans in respect of Phoenix Paragon Plaza are subject to further revision, change, modification, alteration and substitution from time to time.

The Promoters have also informed the Purchaser that the Promoters intend to propose to construct Phoenix Paragon Plaza and such other additional upper floors thereon as may be decided by the Promoters, utilizing and/or loading TDR FSI as a separate independent building for such purpose or purposes and user or users as the Promoters may desire in future.

r. The Purchaser declare/s and confirm/s that he/she/they have taken inspection of and is/are fully aware of the terms and conditions of all the documents recited hereinabove and the Purchaser shall not be entitled to claim any right of any nature whatsoever to any other portion/part of the Larger Property or other areas of the said Building Phoenix Paragon Plaza, including but not limited to terrace/s, stilts, basement, open compound, external walls, common corridors, lift lobbies, entrance lobbies, staircases etc. and the same shall solely and exclusively belong to Offbeat and/or Promoters, as the case may be, and neither the Purchaser herein nor the purchasers of other premises in Phoenix Paragon Plaza or any member/s of the Phoenix Paragon Plaza Condominium (as defined below) shall have any right, lien, claim thereon in any manner whatsoever.



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- s. It is agreed between the Promoters and the Purchaser that subject to timely discharge of the payment and other obligations of the Purchaser stated herein, the Purchaser shall have right only in respect of specific premises in Phoenix Paragon Plaza, which the Purchaser seek to purchase/acquire hereunder and the Promoters shall be entitled to deal with, develop, dispose of, alienate or encumber by way of mortgage or otherwise the property more particularly described Secondly in the First Schedule hereunder written or sub develop or assign right of development or give on lease or sub lease the property more particularly described Secondly in the First Schedule or any part thereof, as the Promoters may desire without any further or other reference or recourse to the Purchaser and the Purchaser do hereby confirm the same.
- t. Prior hereto the Promoters have handed over and/or made available for inspection copies of all the documents recited hereinabove and all other relevant documents in respect of Phoenix Paragon Plaza to the Purchaser as required under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- u. The Promoters have made available for inspection by the Purchaser copies of the Amalgamation / Sub Division Plan in respect of the Larger Property more particularly described Firstly in the First Schedule hereunder written and the Building Plans in respect of the proposed building "Phoenix Paragon Plaza".
- v. The Promoters have handed over to the Purchaser architectural floor plans pertaining to the said Premises in "Phoenix Paragon Plaza".
- w. The Promoters have handed over to the Purchaser copy of the Property Register Card in respect of the Promoters' Property, copy of which is annexed hereto and marked with letter "C".
- x. The Promoters have made available for inspection of the Purchaser, copy of Building Plans and handed over to the Purchaser copy of Intimation of Disapproval bearing No. CE/3178/BPES/AL dated 14th February, 2007.
- y. The Promoters have made available for inspection, amended plans after loading TDR vide amended plans approval letter dated 23rd December, 2011 and handed over copy of the amended plans approval letter bearing no. CE/3178/BPES/AL dated 23rd December, 2011 in respect of Basement-II, Basement-I, Ground, First, Second, Third and Fourth floors and the layout plan forming part of the amended plans hereinabove referred to and also the copy of the relevant approved floor plan on which the said Premises is located, copies of which are annexed hereto and marked with letter "F" (Collectively)
- z. The Promoters have handed over to the Purchaser report on title issued by Nasikwala Law Office, Advocates & Solicitors dated 5th November, 2013 certifying title of Promoters in respect of the Promoters Property, copy of which is annexed hereto and marked with letter "D" and the Purchaser have accepted the said report on title as final, binding and conclusive report on title and have agreed not to raise any requisition or objection or to issue any public notice soliciting objections or claims in respect of Promoters' title to the Promoters Property at any time hereafter in any manner whatsoever.
- aa. The Purchaser has/have approached the Promoters and expressed his/her/their desire to acquire right, title and interest in the said Premises and at the request of the Purchaser, the Promoters have agreed to sell and transfer the right, title and interest in favour of the Purchaser, on what is popularly known as "Ownership Basis", in the premises bearing unit no. 1B-82, admeasuring 126 sq. ft. (carpet), equivalent to 11.70 sq.



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mtrs. (carpet) (for short "the said Premises"), located on the 1st floor of Phoenix Paragon Plaza, which said Premises is shown on the architectural plan thereof annexed hereto and marked with letter "E" and bounded by red colour boundary line, at and for the total price and consideration of Rs. 45,61,200/- (Rupees Forty Five Lakhs Sixty One Thousand Two Hundred Only) and on the terms and conditions hereinafter appearing.

- bb. The Promoters have handed over architectural floor plan of the said Premises, copy of which is annexed hereto and marked with letter "E".
- cc. The Purchaser confirms that the Purchaser has/have visited and inspected the Promoters Property and the said Building and has/have fully familiarized himself/herself / themselves/ itself with the scheme of the development of the Promoters Property and development on the other parts of the Larger Property;
- dd. The Promoters are entering into separate agreements with several other persons and parties for sale of premises in Phoenix Paragon Plaza on what is popularly known as "ownership basis".
- ee. The Purchaser have satisfied themselves that the Promoters are fully entitled to develop the Promoters Property and entitled to enter into this Agreement with the Purchaser in respect of the said Premises.

ff. The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The recitals mentioned hereinabove shall form an integral and operative part of this Agreement as if the same have been incorporated herein verbatim and to be construed and interpreted accordingly.
2. The Promoters shall under normal conditions construct and complete the building known as "Phoenix Paragon Plaza", presently being constructed on all that piece and parcel of land admeasuring 14,745 sq. mtrs as more particularly described Secondly in the First Schedule hereunder written and shown on the plan annexed hereto and marked with letter "A-2" and bounded by Dark blue colour boundary line, with user for retail and Offices. At present the said Building comprises of Basement - II, Basement - I, Ground, First, Second, Third and Fourth Floor (subject to change and/or modification from time to time). The Basement - II is being constructed underneath major/substantial portion/part of the Larger Property and is intended to be used to house infrastructure (as more particularly described in the Sixth Schedule hereunder written) and for parking by occupants and users of Mall and Multiplex Building, Promoters or the persons claiming by, under or through them, Purchaser(s) (if and as may be allowed/permitted by the Promoters as stated hereinafter) and users, occupants and visitors of any future development in the Larger Property. The premises/units on Basement - I, Ground Floor, First Floor and Second floor of the said Building are intended to be used as retail shops and outlets. The premises/units on the Third Floor and Fourth Floor of the said Building is intended to be used as offices. The said Building is being constructed in accordance with the plans, designs and specifications sanctioned by MCGM, which have been seen by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the concerned local authorities or government to be made and altered or any of them, provided that the Promoters shall not



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make any variations or modifications which may result in reduction of the area of the premises agreed to be sold to the Purchaser hereunder. The Purchaser hereby expressly give/s consent to the Promoter for carrying out any such modifications in the plans, designs and specifications so long as the area of the premises agreed to be sold to the Purchaser hereunder does not reduce.

3. The Promoters have obtained Building Plans for the construction of "Phoenix Paragon Plaza", on the Promoters Property with user for retail and office premises with parking space. The said building Phoenix Paragon Plaza is being constructed in accordance with the Building Plans sanctioned and amended from time to time and I.O.D. bearing No. CE/3178/BPES/AL dated 14th February, 2007 and Work Commencement Certificate (C.C) bearing No. CE/3178/BPES/AL dated 2nd March, 2009 and endorsed last on 5th May, 2012 and extended from time to time. The Promoters have informed the Purchaser that additional F.S.I. is likely to be available on the Promoters Property and the Promoters intend to utilize such additional F.S.I. on the Promoters Property or in such other manner as the Promoters in their absolute discretion deem fit. The Promoters have informed the Purchaser that the Promoters are constructing the said Building Phoenix Paragon Plaza and may construct such other additional upper floors thereon as may be decided by the Promoters on the Promoters Property by utilizing and/or loading TDR FSI for such purpose or purposes and user or users as the Promoters may desire in future. The Promoters have also informed the Purchaser that on account of such additional construction on the said Building Phoenix Paragon Plaza, the Promoters may be required to install additional elevators and/or replace the existing elevators with new elevators and the Purchaser may be put to inconvenience on account of such additional constructions. The Purchaser do hereby give his/her/their irrevocable and unqualified consent as contemplated under Section 7 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, to the Promoters for such additions and development of the said Building Phoenix Paragon Plaza and/or the Promoters Property and the inconvenience that may be caused on account of the same without any further consent or concurrence of the Purchaser.

4. The Promoters have agreed to sell and the Purchaser has agreed to purchase premises/unit no. 1B-82 on the 1st floor of "Phoenix Paragon Plaza" having Carpet Area of 126 Sq. Ft. (equivalent to 11.70 Sq. mtrs.) or thereabouts (hereinafter referred to as the "said Premises") for the price of Rs. 45,61,200/- (Rupees Forty Five Lakhs Sixty One Thousand Two Hundred Only) including Rs. Nil being the proportionate price of the common areas and facilities as set out in the Third Schedule hereunder written. The said price of Rs. 45,61,200/- (Rupees Forty Five Lakhs Sixty One Thousand Two Hundred Only) shall be paid by the Purchaser to the Promoters in the following manner:-

Rs. 5,77,771/- (Rupees Five Lakhs Seventy Seven Thousand Seven Hundred and Seventy One Only) of the consideration is paid by the Purchaser to the Promoters on the execution of these presents as earnest money deposit ("Earnest Money Deposit" or "EMD") (the payment and receipt whereof the Promoter do hereby admit and acknowledge and acquit, release and discharge the purchaser from the payment and receipt thereof and every part thereof).



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Rs. 7,90,456/- (Rupees Seven Lakhs Ninety Thousand Four Hundred and Fifty Six Only) payable on or before 13th June, 2015.

Rs. 9,12,240/- (Rupees Nine Lakhs Twelve Thousand Two Hundred and Forty Only) payable on or before 30th June, 2015.

Rs. 22,80,733/- (Rupees Twenty Two Lakhs Eighty Thousand Seven Hundred and Thirty Three Only) payable on or before 15th July, 2015

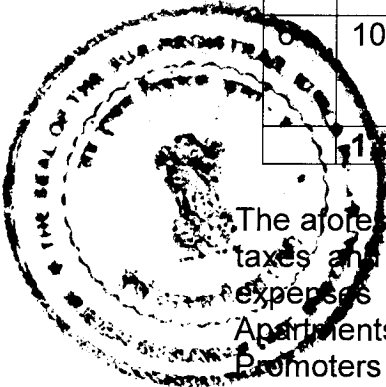
The Purchaser undertakes that each of the aforesaid payments will be made by the Purchaser to the Promoters on the dates mentioned above without the Promoters raising any further demand or intimation.. All letters/intimations relating to this writing or in respect of the said Premises shall be deemed to have been duly served on the Purchasers on the third working day of transmission thereof if posted by registered courier or under certificate of posting at the Purchasers address given below and e-mails will be deemed to be served on the Purchaser on the date it is sent at the Purchaser' e-mail address given below

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In addition to the amounts stated above, prior to taking possession of the said Premises, the Purchaser shall make payment of the following amounts within 21 (twenty-one) days from the date of demand/intimation letter sent by the Promoters:-

(i)

Sr. no.	Amount Rs.	Particulars
1	1000/-	Towards Share Money
2	15,120/-	Toward Electricity connection charges @ Rs. 120/- per sq.ft.
3	25,200/-	Towards Corpus Fund
4	10,000/-	Towards Legal Charges
5	90,720/-	Security Deposit equal to 12 month Maintenance Charges
6	10,000/-	Towards expenses for formation and registration of the condominium on account
	1,52,040/-	Total



The afore said Security Deposit after deduction therefrom arrears of taxes and expenses mentioned in the Fourth Schedule and the expenses incurred in the formation of the Condominium of Apartments or legal expenses etc. will be transferred by the Promoters to the Condominium of Apartments which may be formed. However till the Condominium of Apartments is not formed, the said amounts will be retained by the Promoters and the same will not be refunded to the Purchaser. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until the Condominium is formed, as aforesaid. On declaration being executed and the Condominium being formed, the aforesaid deposits less deduction provided hereunder will be paid by the Promoters to the Condominium as the case may be.



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- (ii) It is agreed between the Promoters and Purchaser that the registration charges as also the stamp duty charges in respect of this agreement, deed of apartment/ conveyance and any other documents, as the case may be, in respect of the said Premises shall be borne and paid by the Purchaser. The Purchasers have informed the Promoters that they have purchased the said Premises for the purpose of investment and desire to sell the said Premises within 1 (One) year from the date of execution hereof and intend to seek relief from payment of stamp duty, on a subsequent agreement for sale of the said Premises, under Article 5(g-a)(ii) of Schedule I of the Bombay Stamp Act, 1958.
- (iii) It is specifically agreed and accepted without any reservation of whatsoever nature between the parties hereto and particularly by the Purchaser that the total consideration/purchase price is exclusive of service tax, value added tax (for short "VAT"), Labour Welfare Cess, and/or any other Government Taxes and Levies, etc. The Purchaser hereby irrevocably undertake/s to pay, bear and clear the Government Taxes, if any, and/or which will be imposed by the Government in future and from time to time and which will be due and payable by the Promoters pertaining to present transaction. The Purchaser hereby irrevocably further consent/s and undertake/s to pay, bear and clear the Government Taxes and other liabilities as and when demanded/called for by the Promoters strictly within 7 (seven) days from the date of such demand by the Promoters. It is further specifically agreed by the Purchaser that the Purchaser shall simultaneously on execution hereof, execute an Affidavit-cum-Indemnity Bond in favour of the Promoters, with a view to safe guard the interest of the Promoters, to the effect that the Purchaser shall pay and clear Government Taxes and other liabilities, if any mentioned therein, as and when due and payable and demanded by the Promoters.
- (iv) It is expressly agreed between the Promoters and the Purchaser that in the event of the Promoters calling upon the Purchaser in writing to make payment of the interest free deposits / balance outstanding deposits or any part thereof to any third party being any of the utility providers, then the Purchaser agree to make such payment to such third party strictly within 7 (seven) days from the date of such written intimation from the Promoters and on such payment being made by the Purchasers, such payment shall constitute a proper, valid and effective discharge of the Purchasers' obligation to make such payment.
- (v) In addition to the purchase price and the charges and deposits mentioned hereinabove, the Purchaser doth/do and each of them doth hereby agree/s to pay/reimburse to the Promoters on demand his/her/their proportionate share of increased development charges for external development in case the MCGM or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
- (vi) The Purchaser, further agree that in addition to the Purchase price and the charges and deposits mentioned hereinabove, the

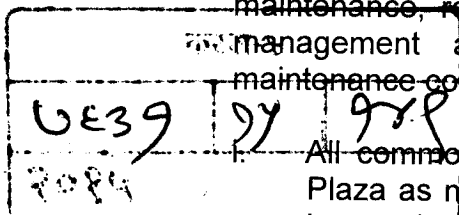


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Purchaser shall timely pay or reimburse the Promoters and/or the facility management agency, proportionate costs or charges towards utilization / consumption of common infrastructure as per the meter reading or as may be determined by the Promoters at their sole discretion.

6.1 Maintenance Service

The Purchaser confirm/s that the Promoters will be providing maintenance services in Phoenix Paragon Plaza either themselves or through a maintenance/management agency. These maintenance services shall include the manning, operation, management, repairs & maintenance, routine cleaning, security, procurement of consumables, management and appointment of agencies to provide annual maintenance contract as required for:



- i. All common areas, roads and infrastructure of Phoenix Paragon Plaza as more particularly stated in the Third Schedule appearing hereunder and all internal and external elevations of Phoenix Paragon Plaza, façade lighting, outdoor landscaping;
- ii. All Common Roads & Driveways, which are more particularly described in the Fifth Schedule appearing hereunder;
- iii. Air conditioning system installed in the common areas of Phoenix Paragon Plaza (including cost of electricity, maintenance, repairs, replacements, consumable costs etc.);
- iv. Common infrastructure as more particularly referred to in the Sixth Schedule appearing hereunder

6.2 Maintenance Charges

Maintenance Charges reflect the costs associated with providing the Maintenance Services mentioned hereinabove including statutory taxes / levies thereon as applicable. Maintenance charges also include the costs associated with consumption of electricity, consumables, common infrastructure, insurance of the building, pest control, cost of staff and any other costs associated with the Maintenance Services.

The maintenance charges for areas and facilities stated at sub-clauses ii, iii & iv of Clause 6.1 above shall be proportionately allocated by the Promoters, at their sole discretion and the Purchaser agrees to accept and pay the same without demur and/or protest. Maintenance Charges shall be computed pro-rata on the carpet area of the said Premises compared with the total carpet area of Phoenix Paragon Plaza.

For the Maintenance Services specified in sub-clauses i to iv of Clause 6.1 above, the Purchaser agrees to pay regularly to the Promoters Maintenance Charges on actuals which are currently estimated at Rs. 60/- per sq. ft. for carpet area of the said Premises and in addition thereto operative or service fees computed at 15% on Maintenance Charges. In advance on or before the 7th day of every month for providing the aforesaid Maintenance Services.

The Purchaser further confirm/s that the Maintenance Charges may increase @ 5% every 12 months to meet increase in expenses. It is further confirmed by the Purchaser that in the event the Maintenance Charges increase even above the rate contemplated herein, the Purchaser agree and undertake to pay the same to the Promoter immediately within the stipulated period without any delay or default. The Purchaser hereby further confirm that such increase in Maintenance Charges shall be proportionately charged to all occupants of Phoenix Paragon Plaza. The Purchaser undertake/s to pay such provisional



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monthly contribution and such proportionate share of outgoings regularly and shall not withhold the same for any reason whatsoever.

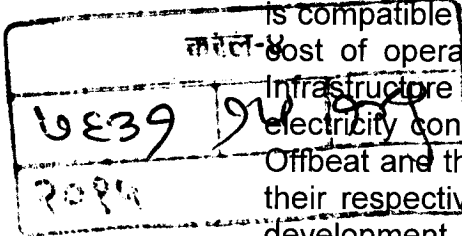
- 7.1 The Purchaser further confirm/s that they are aware that the Promoters will be installing fire detecting systems in the common areas on each floor of Phoenix Paragon Plaza. The Purchaser further confirm/s that they are aware that the Promoters shall install water sprinklers in the common areas with a tap off point in the said Premises and the Purchaser shall at their/his/her own cost, install water sprinklers inside the said Premises.
- 7.2 The Purchaser further confirms that they are aware of the Common Roads and Drive-ways, more specifically described in the Fifth Schedule appearing hereunder, which provide access to and egress from the various developments on the Larger Property as shown on the plan hereto annexed and marked with letter "A-2". The Purchasers further confirm that they are aware that pursuant to the Inter-se Agreement, the non-exclusive right to use the Common Roads & Driveways shall be shared between the Promoters, Offbeat and their respective grantees. The Purchasers are aware that Offbeat shall have a perpetual right to use the aforesaid common roads and drive-ways alongwith the right to further grant such right of use to the owners, lessees, occupants and their employees, servants, agents, representatives, visitors and guests of the buildings/ structures located on the Offbeat Property. The Purchasers further confirm that they are aware that Offbeat and the Promoters shall be fully entitled to exercise control over such areas for all purposes including but not limited to traffic movements, inspection of goods and vehicles, security and vigilance, cleanliness and maintenance etc.
- 7.3 The Purchaser further confirm/s that they are aware that the Promoters have identified the toilet and wet areas for premises in Phoenix Paragon Plaza and the Purchaser agrees that he/she/they will not use any other area as a toilet / wet area and the Purchaser further agrees to carry out water proofing in the toilet and wet areas at his/her/their own costs. The Purchasers undertake to carry out the said water proofing work with utmost care by a reputed contractor in accordance with highest professional standards. In the event the water proofing work is defective and results in damage, leakage or any other inconvenience or loss to the other occupants of Phoenix Paragon Plaza and/or the Promoters, the Purchasers agree to bear the entire loss incurred by such occupants and/or the Promoters in that regard.
- 7.4 The Purchaser further confirm/s and agrees that he/she/they are aware that they shall carry out a brush application water proofing on the floor slab prior to commencing their flooring works to ensure no leakages are caused and for that purpose shall follow the following procedure:
Procedure for slab treatment
- Base preparation including cleaning and wire brushing to clear all dirt, laitances etc.;
 - Treating any surface cracks by use of specialized non-shrink cementitious waterproof mortar/compound;
 - Construction joints in the slab, junction between the slab and walls etc. shall be sealed using any waterproofing compound;
 - Application of double coat of cementitious slurry using any waterproofing compound over the RCC slab surface at the dosage



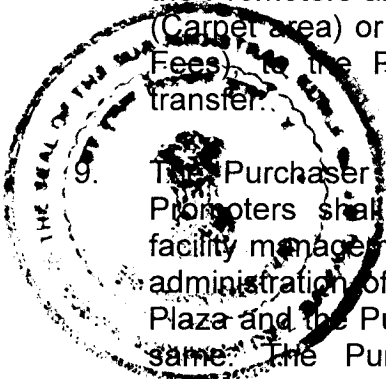
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of 5 liters per 50 kilogram cement and water as per the required consistency.

7.5 Offbeat has acquired and installed at its own cost HVAC system comprising of chiller plant, cooling towers, pumps etc. at various locations of the Mall & Multiplex Building and a part thereof, more particularly described in the Sixth Schedule hereto forms a part of the Common Infrastructure. The Purchasers are aware that the HVAC System forming part of the Common Infrastructure will be used to supply chilled water to the said Building. The chilled water so supplied to the said Building will be distributed further at a single point location outside each unit in the said Building, through pipes installed in the said Building by the Promoters for the aforesaid purpose. The Purchasers have agreed and confirmed that the Purchasers shall be liable to install at their own cost an Air Handling Unit (AHU)/ Fan coil unit (FCU) etc. which is compatible with the HVAC system. The Purchasers are aware that the cost of operation of the HVAC System forming part of the Common Infrastructure including the maintenance, repairs, replacement, electricity consumption, depreciation etc. shall be apportioned between Offbeat and the Promoters on the basis of chilled water consumption by their respective developments. The cost apportioned to the Promoters development will be further apportioned between all units (shops & offices) of Phoenix Paragon Plaza proportionately on the basis of the built-up area of each unit as compared to the total built-up area of Phoenix Paragon Plaza. The Purchasers agree and undertake to pay and discharge the aforesaid amount as and when due without demur or protest.



8. It is expressly agreed between the parties that the Purchaser shall not be entitled to transfer the rights, title and interest in the said Premises by way of sale, transfer, assignment, gift, conveyance to any other person/ party/ Company/ Institution from the date hereof and for the period of two years from the date of receiving possession of the said Premises unless the Purchaser have paid all dues payable till then to the Promoters and the Purchaser's obtaining prior permission in writing from the Promoters and unless the Purchaser paying Rs. 2,000/- per Sq. Ft. (Carpet area) or 2% of the consideration, whichever is higher (Transfer Fees) to the Promoters as charges for giving such permission to transfer.



9. The Purchaser hereby agrees, acknowledges and confirms that the Promoters shall provide facility management services or appoint a facility management agency at their discretion for the maintenance and administration of the common areas and facilities of Phoenix Paragon Plaza and the Purchaser hereby unconditionally accept and confirm the same. The Purchaser hereby further agrees, acknowledges and confirms that such facility management services shall be provided on the basis of Maintenance Charges plus 15% thereon as operative/service fees as service charges which will be payable by the Purchaser proportionately in addition to the Maintenance Charges and the Purchaser have no objection regards the same and the Purchaser further agrees to pay and discharge the Purchaser share in such outgoings without demur or protest. In the event a facility management agency is appointed by the Promoters, the operative/service fees of 15% on Maintenance Charges shall be payable to the facility management agency directly or through the Promoters as may be specified by the



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Promoters from time to time. The Purchaser agrees, confirms and undertakes that it/he/she/they shall not raise any objection or dispute to the appointment of the facilities management agency by the Promoter, the terms and conditions of such appointment including the term/tenure of appointment and the operators/service fee payable to the facilities management agency.

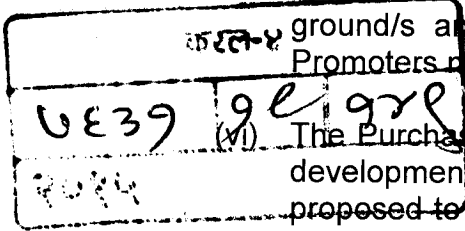
10. The Purchaser do hereby agree, confirm and covenant with the Promoters that they are fully aware of the following facts and they have expressly agreed with the Promoters and this agreement and covenants regards the following matters is the basis of transaction between the Purchaser and Promoters:
- (i) The Promoters have informed the Purchaser that the Promoters intend to submit the Promoters Property together with Phoenix Paragon Plaza to the provisions of Maharashtra Apartment Ownership Act, 1970 and the Purchaser hereby unconditionally and unequivocally consent to formation of Condominium of Apartments of Purchaser of premises in Phoenix Paragon Plaza to be formed by the Promoters at their discretion.
 - (ii) Phoenix Paragon Plaza is /will /may be connected by common podium and basement with adjoining developments on the Larger Property, Mall and Multiplex Building of Offbeat or future buildings that are intended to be constructed on the Larger Property. The Promoters and Offbeat have full power and absolute authority to change, modify, revise or realign the podiums in the Larger Property as they may desire or deem fit. The network of roads, access, ingress and egress points in the Promoters Property are common to the development on the Larger Property and Promoters have reserved their rights to decide entry, no entry, one way or two way movements and continue or discontinue any road, access or egress as the case may be. The decision of the Promoters in this behalf in respect of network of roads shall be final and binding upon the Purchaser and Purchaser shall not be entitled to challenge or dispute the same.
 - (iii) The layout plans and the amended building plans in respect of Phoenix Paragon Plaza in which the said Premises is to be located, have been approved by the M.C.G.M., however the Promoters are entitled to and reserve their right to further change, alter or revise the said amended layout (as may be finally sanctioned), including but not limited to relocating the open spaces/ all structures/ buildings/ recreation spaces and/or varying the location of the internal roads to the building/s (as may be sanctioned and constructed thereon) as per the requirements of the Promoters to utilise the full building potential (present and future) of the Larger Property and/or as may ultimately be approved and/or amended and sanctioned by the M.C.G.M. and/or other bodies and/or authorities concerned and accordingly, the Promoters Property and/or parts thereof, would be subject to certain restrictions and stipulations and covenants to be observed and performed by the Purchaser of premises in Phoenix Paragon Plaza. The Purchaser hereby expressly consent/s to the same provided the carpet area of the above said Premises agreed to be acquired by the Purchaser is not altered.



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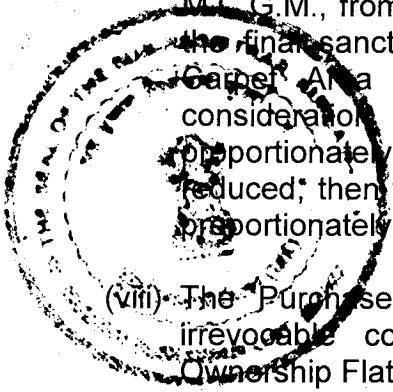
(iv) The Promoters have full right and absolute authority to decide entry and exit controls to the Basement-II, parking lots below Phoenix Paragon Plaza as the Promoters may desire or deem fit. The Promoters will also be entitled to decide about security systems and security regulations for use and enjoyment and entry to and exit from Phoenix Paragon Plaza by the Purchaser, their staff, visitors and guests.

(v) The Promoters and Offbeat have full right and absolute authority to revise lay out / sub division of the Larger Property realigning any areas including but not limited to shifting or relocating recreation ground/s and dividing recreation ground/s in lot or lots as the Promoters may deem fit in their discretion.



(vi) The Purchaser is/are fully aware that the Larger Property is under development as a "layout proposal" and further buildings are proposed to be constructed on the Larger Property by Offbeat and the Purchaser have no objection regards the same. The Purchaser do hereby give their irrevocable consent for further development and construction of additional buildings/ structures by the Promoters and/or Offbeat and persons claiming through them in the Larger Property as contemplated by Section 7 and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules framed thereunder.

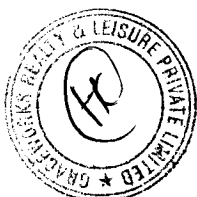
(vii) The Purchaser are aware that the exact dimension, shape and size (not lesser than the aforesaid carpet area, save and except increase or reduction of +/- 5%, which is permissible) of the said Premises will be in accordance with the Building Plans submitted by the Promoters to the M.C.G.M. or in accordance with the proposed /further revised Building Plans to be sanctioned by the M.C.G.M., or in accordance with the plans, as may be further revised/ modified / amended / substituted and sanctioned by the M.C.G.M., from time to time, as the case may be. In the event on the final sanction of the floor plan of the said Premises, if the Carpet Area of the said Premises is increased, then the consideration reserved hereinabove shall stand increased proportionately and if the Carpet Area of the said Premises is reduced, then the consideration reserved hereinabove shall stand proportionately reduced.



(viii) The Purchaser hereby gives his / her / their express and irrevocable consent under Section 7 / 7A of Maharashtra Ownership Flats Act, 1963 (MOFA 63) as follows:-

- To change, revise or modify the Building Plans of "Phoenix Paragon Plaza";
- To get sanctioned further floors above 4th (Fourth) floor of "Phoenix Paragon Plaza" with such changes as the Promoters may desire or deem fit.
- To change, amend and modify the Building Plans.
- To change, amend or modify the Building Plans for construction of further floors utilizing any FSI in the lay out of the Larger Property or TDR FSI capable of being utilized on the Larger Property or any further or other F.S.I. allowed, sanctioned or

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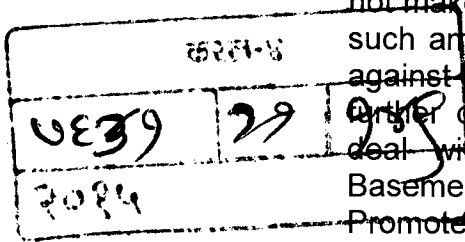
introduced by the State of Maharashtra or by MCGM by change in law or regulations as per Typical Floor Plan as further floor or floors on the said Building "Phoenix Paragon Plaza" as the Promoters may desire or deem fit.

- e. The Promoters and Offbeat are fully authorized to relocate or revise the location of open spaces, recreation area, common infrastructure, building line, ramp and all other areas in the layout of the Promoters Property and in the balance portion of the Larger Property as the Promoters may desire or deem fit from time to time.
- f. To change user of any premises in "Phoenix Paragon Plaza" and to allow and permit such user or users in "Phoenix Paragon Plaza" as the Promoters may desire or deem fit from time to time.
- g. To make additions or alterations in "Phoenix Paragon Plaza" by installing any ramp or ramps or internal lifts within or between floor or floors and installing any escalators between or on the floor or floors making voids, enclosing voids, providing special exclusive lift or lifts for any specific floor or floors and allowing use of any podium or ramp or terrace or pocket terrace or the terrace of any specific floor or floors or terrace on the top floor as the Promoters may desire or deem fit from time to time.
- h. All the changes, amendment and modifications to the layout or the Building Plans which the Promoters may do or caused to be done from time to time before receipt of the occupation certificate or part occupation certificate or thereafter and before receipt of building completion certificate or thereafter are hereby irrevocably approved, accepted and confirmed by the Purchaser and the Purchaser shall not take any objection or dispute the same in any manner whatsoever at any time hereafter.
- i. This Agreement is only related to the said premises and not to any other portion/part of the Promoters Property and/or Larger Property. The Promoters will only form Condominium of the Apartment Owners in respect of "Phoenix Paragon Plaza" under the Maharashtra Apartment Ownership Act, 1970. The Purchaser agree/s that no Co-operative Society or Limited Company will be formed in respect of "Phoenix Paragon Plaza" by the Promoters.
- j. Notwithstanding what is contained herein to the contrary, it is agreed that the Promoters shall grant to the premises purchasers in the said Building the respective proportionate undivided share in the Promoters Property and the said Building "Phoenix Paragon Plaza" on leasehold basis, save and except Basement II below the said building, which shall be retained by the Promoters for their exclusive use. Such lease of the Promoters Property will be for a period of 999 years and for Annual rent of Re. 1/- payable on demand. The Purchaser agree/s that they have full knowledge that various area/s in the said building known as "Phoenix Paragon Plaza" will be inter connected with adjoining building/s including the Mall and Multiplex Building belonging to Offbeat and Promoters alone shall decide at their sole discretion entry and exit to and from various areas in the said building known as "Phoenix Paragon Plaza" and Purchaser shall not object to or dispute the same in any manner whatsoever.



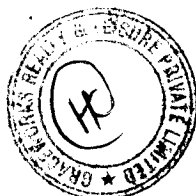
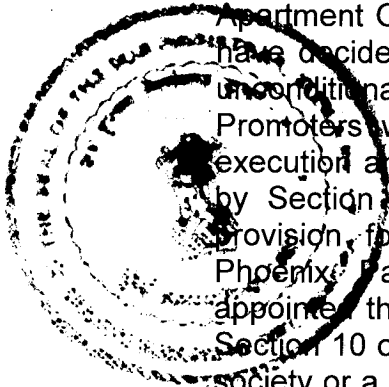
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k. The Purchasers agree, acknowledge and confirm that the Promoters shall be entitled in perpetuity to retain the ownership, use and control of the car parking space on the Basement-II below the building known as Phoenix Paragon Plaza and at any point in time the Purchasers shall not raise any objection or dispute in this regard. The Purchasers are aware that the Promoters are fully entitled to use the Basement-II for such purpose as the Promoters may deem fit including but not limited to operation thereof as a pay & park zone and for that purpose to appoint an agency to operate, manage and/or maintain the Basement-II on behalf of the Promoters. The Purchasers further agree, acknowledge and confirm that the surplus arising out of any commercial activity carried out or permitted to be carried out by the Promoters on Basement-II including but not limited to the collection of car parking charges under the pay & park scheme shall be fully retained by the Promoters and the Purchasers shall not make to claim or demand in respect of any part or portion of such amount or otherwise seek an adjustment of such amount against the outgoings of Phoenix Paragon Plaza. The Purchaser further confirm/s that the Promoters are absolutely entitled to deal with or dispose of, the car parking spaces on the Basement-II underneath Phoenix Paragon Plaza, as the Promoters may desire or deem fit and receive consideration and appropriate the same without being liable to account for the same to the Purchaser or any Condominium of Apartment Owners at any time hereafter in any manner whatsoever.



(ix) This Agreement is restricted to the said Premises which is agreed to be purchased by the Purchaser and the Purchaser are not concerned with any other area/s of Phoenix Paragon Plaza and/or any other part of the Larger Property, save as may be specifically provided herein.

(x) This Agreement entered into between the Promoters and the Purchaser is in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 ("**MAO Act**"), and the Promoters have decided and the Purchaser has/have expressly, specifically, unconditionally and unequivocally agreed that eventually, the Promoters will form a Condominium for Phoenix Paragon Plaza by execution and registration of the requisite Declaration as provided by Section 2 of the MAO Act and such Declaration will have provision for the exclusive management and maintenance of Phoenix Paragon Plaza by a facility management agency appointed therefor by the Promoters. In view of the above, as per Section 10 of MOFA it is not required to form either a co-operative society or a company or any other Body Corporate. The Purchaser is/are expressly and specifically agree/s that he/she/they cannot and shall not do anything contrary to the agreement arrived at by and between the Promoters and the Purchaser in the matter of formation of Condominium. It is expressly and specifically agreed that the Promoters shall not be required to execute the Declaration as aforesaid, until the Promoters have constructed and completed Phoenix Paragon Plaza in all respects and the Promoters have sold all the premises in Phoenix Paragon Plaza and received the full and final purchase price and consideration payable in respect thereof. Simultaneously with the execution of the declaration as



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above, the Promoters shall grant leasehold rights in the Promoters Property to the owners of apartments in Phoenix Paragon Plaza which leasehold rights shall be in proportion to the areas of respective apartments and shall be subject to the rights of Offbeat and the Promoters that shall be specified in the Inter-se Agreement. The Purchaser alongwith the other Purchaser of premises in Phoenix Paragon Plaza shall be named as the first members of the Condominium in the declaration to be executed by the Promoters as aforesaid. The Purchaser shall sign and execute deed of apartment and other papers and documents, if any, necessary for formation of the Condominium and for becoming the member/s, including the bye-laws of the proposed Condominium and shall return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser.

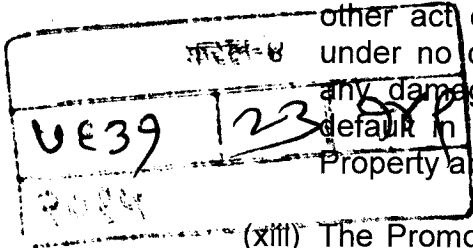
- (xi) The Purchasers are aware that Offbeat and the Promoters will enter/have entered into the Inter-se agreement whereby Offbeat and the Promoters will make arrangements inter-alia for the use of Entry/Exit gates, common roads and driveways lying within the Promoters Property, to be used in common by Offbeat and the Promoters and by visitors, guests, occupants of the Mall & Multiplex Building of Offbeat, Art Guild House and other structures on Offbeat Property and the Inter-se Agreement shall also provide for the use of certain infrastructure on the Larger Property in common for Offbeat developments and the development on the Promoters Property and for the payments/sharing of costs for maintenance, repairs, replacements of such Entry/Exit gates, common roads and driveways, common infrastructure etc. by Offbeat and the Promoters and the Purchasers have been informed about the same prior to entering into this Agreement and the Purchasers agree that the Purchasers right to use the aforesaid, Entry/Exit gates, common roads and driveways, common infrastructure etc. will be subject to the provisions of the Inter-se Agreement and the payment of proportionate charges by the Purchaser, from time to time, towards the costs of repairs, replacement and maintenance of such Entry/Exit gates, common roads and driveways, common infrastructure etc. The Promoters have shown the location and explained the use of the Common Roads & Driveways and the Common Infrastructure as well as the provisions of the Inter-se Agreement regarding the maintenance, repairs, replacements, use and contributions towards the costs and expenses of maintenance, repairs, replacements etc. of such Common Roads & Driveways and Common Infrastructure and the Purchasers have understood the same. The Purchasers agree and acknowledge that the Promoters have explained all the terms and conditions of the Inter-se agreement to the Purchasers in detail and the Purchasers have fully understood the same and being so, the Purchasers hereby covenant with the Promoters that the use of the Common Roads & Driveways and the Common Infrastructure shall be subject to the terms and conditions contained in the Inter-se Agreement. The Purchasers further covenant with the Promoters that the terms and conditions that shall be contained in the Inter-se Agreement are acceptable to the Purchasers and further covenant and assure that the



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Purchasers shall not raise any objection or challenge to any provision/s of the Inter-se Agreement;

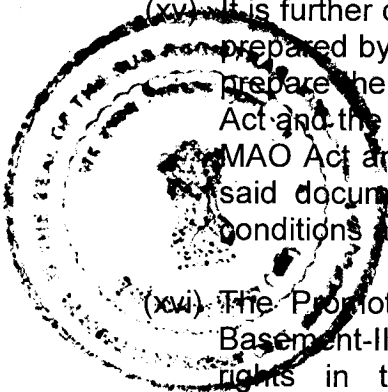
(xii) The declaration under the MAO Act shall consist of the member/s who has/have purchased and/or acquired premises in Phoenix Paragon Plaza, provided all the amounts due from the Purchaser of premises in Phoenix Paragon Plaza including the Purchaser herein are fully paid to the Promoters. The Promoters shall not be responsible if they are unable to execute declaration in respect of the Promoters Property together with Phoenix Paragon Plaza as aforesaid or if the completion is delayed by reason of occupation certificate not being received from MCGM or any other competent authorities or by reason of war, civil commotion, act of God, non-availability of building materials, result of any notice, rule or notification of the Government and/or any other public authority and/or any other cause beyond the control of the Promoters or any other act of God. It is expressly agreed by the Purchaser that under no circumstances the Purchaser shall be entitled to claim any damage of any nature whatsoever on account of delay or default in executing the declaration in respect of the Promoters Property and Phoenix Paragon Plaza.



(xiii) The Promoters may at their discretion form one or separate apex Body/Bodies for the building/s, as may be constructed on the Larger Property, so as to optimise the management of the common areas of the Larger Property.

(xiv) Upon formation of such Condominium by execution and registration of such a declaration, and upon the Promoters completing the development of the Promoters Property and completing the construction of the said Building thereon, there would be a separate deed of apartment executed in favour of the respective Purchaser of the respective premises in Phoenix Paragon Plaza in accordance with the MAO Act.

(xv) It is further clarified that the documentation in this respect would be prepared by Advocates and Solicitors of the Promoters, who would prepare the declaration as contemplated by Section 2 of the MAO Act and the deed of apartment as contemplated by Section 5 of the MAO Act and the same shall be binding upon the Purchaser. The said documentation shall be broadly in keeping with the terms, conditions and provisions contained in this Agreement.



(xvi) The Promoters have expressly retained the ownership rights to Basement-II below the said building and the transfer of leasehold rights in the Promoters Property to the members of the Condominium in respect of Phoenix Paragon Plaza will be subject to the perpetual rights of Offbeat to use the Common Roads & Drive-ways on the Promoters Property and further grant such rights to the owners and occupants of the buildings and structures on the Offbeat Property.

(xvii) The Purchaser hereby further confirm that the Condominium of Apartments in respect of Phoenix Paragon Plaza will be also be liable to bear and pay costs of installation, operation, utilization,



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consumption, maintenance, repairs, replacement and reconstruction of the Common Roads & Drive-ways and Common Infrastructure as determined by the Promoters from time to time and the Purchaser shall be liable to bear and pay pro-rata share thereof.

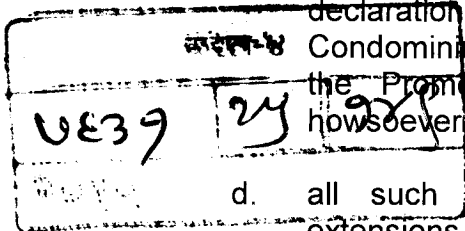
11. The Purchaser confirm and irrevocably consent to the Promoters to further develop the said building known as "Phoenix Paragon Plaza" and to construct additional floors thereon and to amalgamate the said building known as "Phoenix Paragon Plaza" and to utilise additional F.S.I. as the Promoters may desire and the Purchaser hereby unconditionally and irrevocably consent to the same.
12. The Promoters have informed the Purchaser and handed over copies of the documents referred in this Agreement to the Purchaser and the Purchaser is/are fully aware of the terms and the Purchaser do hereby agree and confirm the same.
13. The Purchaser hereby expressly consent to the Promoters re-designing Phoenix Paragon Plaza including but not restricted to exteriors of the balcony, terraces, recreation areas, stilt/s, basement and passages and such other area or areas which the Promoters may desire to realign and re-design and the Purchaser confirm that the Promoters will be entitled to utilise any F.S.I. which may be available or become available on the Promoters Property or any part thereof by reason of any change in law or policy or on account of the area/s of the Promoters Property being increased and revised or on account of area/s of any adjoining property or properties being available, as the case may be.
14. It is hereby expressly clarified, agreed and understood between the parties hereto that:
 - a. the entire unconsumed and residual FSI, if any, in respect of the Promoters Property and the entire increased, additional and extra FSI which may be available at any time hereafter in respect thereof, for any reason whatsoever, including because of change in the statute, D. P. Plan, rules, regulations and bye-laws governing FSI as also the FSI which may be available after execution of the declaration to be executed u/s 2 of the Apartment Ownership Act in respect of the Promoters Property or any part thereof together with Phoenix Paragon Plaza, unto and in favour of Condominium of purchaser of premises in Phoenix Paragon Plaza (hereinafter referred to as the "**Phoenix Paragon Plaza Condominium**") constructed on the Promoters Property on any account or due to any reason whatsoever, including on account of handing over to the government or the MCGM any set back area and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoters free of costs, charges and payments and neither the Purchaser nor the Phoenix Paragon Plaza Condominium shall have any claim, rights, title, interest or benefits of whatsoever nature, including for the use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
 - b. The Promoters alone shall have the full right, absolute authority and unfettered discretion to use, utilise and consume the aforesaid



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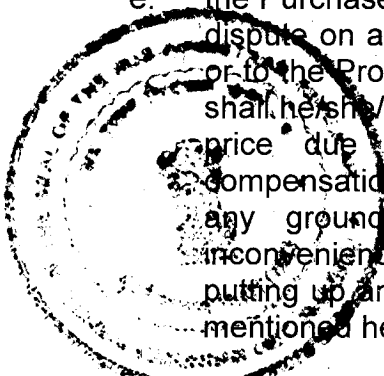
FSI and TDR respectively for construction on any property by law, including the Promoters Property, for the purpose of extending the said Building thereon and/or for constructing any new and additional buildings, structures and floors thereon and/or otherwise, howsoever, as the Promoters desire and deems fit and proper and the Purchaser and/or Condominium shall not raise any objection of whatsoever nature;

c. The Promoters alone shall also be entitled to use, utilize and consume the TDR obtained or to be obtained by them from any other outside property, for construction on the Promoters Property in any manner they deem fit and proper and as may be legally permitted, whether now or at any time in future, including after execution of the declaration under the Apartment Ownership Act in respect of the Promoters Property or any part thereof, as aforesaid and the Purchaser and/or the Condominium shall not be entitled to use or consume the same at any time after execution of the declaration or any other document vesting the title in the Condominium and/or to take any objection to the construction on the Promoters Property for any reason whatsoever and/or howsoever arising;



d. all such new and additional tenements, premises, floors, extensions, buildings and structures shall absolutely and exclusively belong to the Promoters and neither the Purchaser nor the Condominium shall have or claim any rights, title, benefits or interest whatsoever in respect thereof and the Promoters shall be entitled to deal with, sell, let or otherwise dispose off and transfer or allot the same in any manner, to any person/party of their choice, for such consideration and on such terms and conditions as they in their sole and absolute discretion deem fit and proper and neither the Purchaser nor the Condominium shall raise any dispute or objection thereto and the Purchaser hereby grant his/her/their irrevocable consent to the same and

e. the Purchaser shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause or to the Promoters exercising their rights as mentioned herein nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall he/she/they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction/s as mentioned hereinabove.



15. The Promoters have informed the Purchaser and the Purchaser hereby expressly agree that till the said Building Phoenix Paragon Plaza is completed and the F.S.I. available on the Promoters Property is duly utilised by the Promoters and the amount or amounts receivable by the Promoters from the purchasers of premises in Phoenix Paragon Plaza are duly received by the Promoters and all the obligations required to be carried out by the Purchaser herein and the Purchaser of premises in Phoenix Paragon Plaza are fulfilled by them, the Promoters shall not be bound and shall not be called upon or required to form any



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Condominium of Apartments and the Purchaser agree and irrevocably consent not to have any demand or dispute or objection in that behalf.

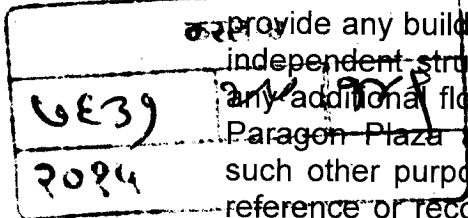
16. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Premises agreed to be sold by the Promoters and agreed to be acquired by the Purchaser and all the other premises including terrace/s, basement, stilts, exteriors, recreation area/s, passages and portion or portions of Phoenix Paragon Plaza including the Lay Out area roads, Recreation Ground, etc. shall be the sole property of the Promoters as mutually agreed between the Promoters and the Purchaser, and the Promoters shall be entitled to deal with, develop or dispose of the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser do/doth hereby confirm and consent to the irrevocable right of the Promoters to develop Phoenix Paragon Plaza and/or the Promoters Property in the manner deemed fit by the Promoters without any further or other consent or concurrence of the Purchaser in future. In the event of the Promoters permitting formation of any proposed Condominium of Apartment or Adhoc Committee of Purchaser in Phoenix Paragon Plaza as the Promoters may desire in its sole discretion, then such proposed Condominium of Apartment or adhoc committee shall not call upon and shall not demand administration of Phoenix Paragon Plaza till Phoenix Paragon Plaza is duly completed by the Promoters and till the entire F.S.I. available in respect of the Promoters Property is duly utilised by the Promoters and till any further or other F.S.I. available in any manner whatsoever including by way of Transferable Development Rights (TDR) which may become available in respect of the Promoters Property or any adjoining property or properties is fully utilised by the Promoters and all the Purchaser of premises have observed and performed and fulfilled their obligations under their respective agreements for acquiring the respective premises with the Promoters as contained herein without any delay or default. The Purchaser further confirm that any such proposed Condominium of Apartment Owners or adhoc committee shall be subject to the overall paramount rights of the Promoters and control and management by the Promoters alone.
17. The Purchaser are aware and acknowledge that the Promoters have the absolute right to develop the Promoters Property in such manner as the Promoters may desire without requiring any consent or approval from the Purchaser. The Promoters are retaining unto themselves full rights in respect of the Basement-II below the said building and use thereof in the manner deemed fit by the Promoters and the Purchaser agree/s not to raise any objection or dispute regards the same. The Promoters have informed the Purchaser that the right to use the Common Roads & Drive-ways more particularly described in the Fifth Schedule herein below appearing, for the purpose of access, entry into and exit from the Larger Property/Promoters Property, shall be shared in common along with Offbeat and Offbeat is fully entitled to grant the non-exclusive right/license to use the Common Roads & Drive-ways to the owners, occupants, visitors, guests etc. of the Mall and Multiplex Building of Offbeat, Art Guild House, DSS of the power supply company, Transport garage, RG plot area, MCGM parking and such other persons as may be permitted by Offbeat or the Promoters at their sole discretion. The Purchaser confirms that Offbeat and the Promoters shall be fully entitled to exercise control over the Common Roads & Drive-ways for all



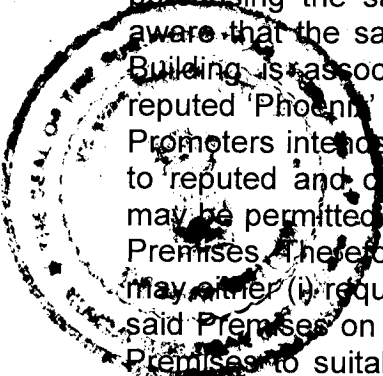
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purposes including but not limited to traffic movements, inspection of goods and vehicles, security and vigilance, cleanliness and maintenance etc. The Purchaser further agree and undertake that the Purchaser shall not claim any right which is in addition to or inconsistent with or other than the right which has been specifically agreed herein to be granted by the Promoters.

18. The Purchaser are aware and acknowledge that the Promoters and Offbeat have the absolute right at all times to make necessary amendments or changes or substitution or modification of the lay out plan in respect of the Larger Property for the purpose of amalgamating the Larger Property more particularly described Firstly in the First Schedule hereunder written and/or to utilise F.S.I. and/or TDR in respect thereof without requiring the prior consent of the Purchasers. It is agreed that the Promoters in its absolute discretion shall be entitled to locate or provide any building or buildings on the Promoters Property either as an independent structure or structures or annex structure or structures or any additional floor or floors on any existing building including Phoenix Paragon Plaza and use the same for residential, commercial and/or such other purpose or purposes as the Promoters may desire without reference or recourse to the Purchaser and/or Phoenix Paragon Plaza Condominium or any Condominium of Apartments of the prospective Purchaser in respect of any building or buildings so constructed by the Promoters, at the sole discretion and/or option of the Promoters from time to time and shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Promoters may desire without reference or recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agree not to dispute or object to the same.



19. The Purchaser is/are aware that the trade mark / brand 'Phoenix Paragon Plaza' is attached to the said Building in which he /she/it is purchasing the said Premises under sale. The Purchaser is/are also aware that the said Premises that it/ he./she is purchasing in the said Building is associated with and represented by the prestigious and reputed 'Phoenix' brand. and the Purchaser is/are further aware that the Promoters intends to give the said Premises on leave and license basis to reputed and creditworthy brands for carrying on such business as may be permitted by the Promoters ("Permitted Business") from the said Premises. Therefore it is agreed between the Parties that the Purchaser may either (i) request the Promoters to find suitable brands and give the said Premises on leave and license basis or (ii) *suo moto* give the said Premises to suitable brands on leave and license basis with the prior consent of the Promoter/s. The Purchaser agree/s that the Purchaser and/or any prospective licensee shall at all times abide by the rules and regulations of Phoenix Paragon Plaza.



20. The Purchaser agree/s that in the event the said Premises is given on leave and license basis to any prospective licensee, the Parties shall enter into a tripartite leave and license agreement, with the Purchaser as the licensor, the Promoters as the owners of Phoenix Paragon Plaza and the incoming brand as the licensee. The Parties further agree that the said tripartite leave and license agreement (or any other nomenclature thereof as may be decided by the Promoters at their discretion) may provide for the payment of maintenance charges directly



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by the prospective licensee to the Promoters, but the same shall not be construed to have exempted the Purchaser from paying the maintenance charges agreed herein to the Promoters. The Purchaser shall always remain primarily liable to the Promoters for payment of the maintenance charges.

21. In any event the Purchaser liability and obligations under these presents shall not be absolved by virtue of such agreement that may be executed with the prospective licensee and the Purchaser shall always be bound by these presents at all times.
22. The Purchaser shall not be entitled to any rebate and/or concession in the price of the said Premises on account of construction of the additional floors on Phoenix Paragon Plaza and/or on account of changes, alterations and additions made in the plans and/or to Phoenix Paragon Plaza for any reason whatsoever.
23. It is further agreed between the Promoters and the Purchaser that the Promoters shall be entitled to form a separate Condominium of Apartments of Phoenix Paragon Plaza and/or wing or wings thereof as may be found conducive and acceptable to the Promoters or form a combined Condominium of Apartments for the entire said Building as the Promoters may desire or deem fit from time to time.
24. It is made amply clear that the Promoters shall be the persons who will ultimately decide about the grant of right of way or open spaces or any access to/through or ingress/egress to/from the Promoters Property and the Purchaser shall not dispute or object to the same at any time hereafter in any manner whatsoever. The Purchaser is/are fully aware that the Promoters have entered into this Agreement on the faith and assurances of the Purchaser contained herein.
25. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoters will transfer the undivided leasehold interest in the Promoters Property or any part or parts thereof in one lot, as many lot or lots as the Promoters may desire, to the extent of and on the terms and conditions disclosed in the declaration proposed to be submitted under the provisions of the MAO Act, by way of lease for a period of 999 years with further right of renewals and with rent of Re.1/- in favour of the members of the Phoenix Paragon Plaza Condominium. It is clarified that the title of the said undivided interest will be leasehold title and Promoters will make Statutory Declaration under the Maharashtra Apartment Ownership Act, 1970 declaring that the Promoters Property will be held subject to provisions of Maharashtra Apartment Ownership Act, 1970 and retaining unto the Promoters all the rights including the right to utilize FSI TDR, further and other FSI and TDR and FSI which may become available due to change in Development Control Regulations of Mumbai or due to any change in law or Regulations introduced by State of Maharashtra or MCGM or Local Body or Planning Authority as the Promoters may desire or deem fit. It is further agreed and confirmed that the Promoters shall always have the reversionary rights in respect of the Promoters Property which rights will be transferable and alienable rights and Promoters will be entitled to alienate or encumber the same as the Promoters may desire or deem fit from time to time.



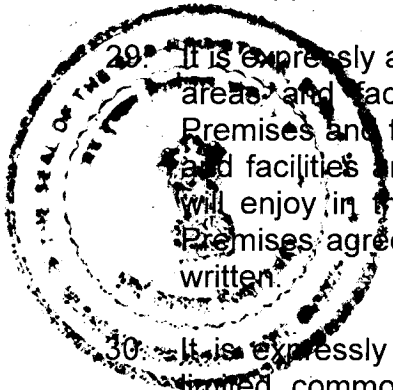
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26. It is further agreed that the Purchaser and the Condominium of Apartments of the purchasers of premises in Phoenix Paragon Plaza shall adequately provide for payment of outgoings, cesses, taxes, rates and other charges including various levies and increases therein from time to time by the public or private bodies or authorities in respect of the Promoters Property.

27. Notwithstanding what is contained herein to the contrary it is expressly agreed between the Promoters and the Purchaser that the right of the Purchaser is/are limited to the said Premises in Phoenix Paragon Plaza agreed to be sold to the Purchaser and the Promoters are entitled to deal with, develop or dispose of the Promoter's Property in the manner the Promoters deem fit including by way of mortgage, charge etc. and the Purchaser shall not object to or dispute the same at any time in any manner whatsoever. It is repeated for the sake of clarity that the Promoters shall be entitled to exploit the development rights or any additional F.S.I. in respect of the Promoters Property either personally or through substitute or substitutes in any manner as the Promoters may desire without reference or recourse or consent or concurrence of the Purchaser or any Condominium of Apartments of the Purchaser in Phoenix Paragon Plaza in any manner whatsoever.

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28. Subject to the terms of this Agreement being fulfilled and subject to the provisions of this Agreement the Promoters will grant the proportionate undivided leasehold interest in the Promoters Property together with Phoenix Paragon Plaza in favour of the members of the Phoenix Paragon Plaza Condominium as the Promoters may desire and all costs, charges, expenses by way of stamp duty and registration fee and all other expenses whatsoever in that regard shall be borne and paid by the Purchaser along with the other Purchaser of premises on pro-rata basis and the contribution of the Purchaser shall be determined by the Promoters and the contribution demanded by the Promoters shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.



29. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities in Phoenix Paragon Plaza along with the said Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Third Schedule hereunder written.

30. It is expressly agreed that the Purchaser shall not be entitled to the limited common areas and facilities which shall be retained by the Promoters and/or limited for the exclusive use of any other one or more premises in Phoenix Paragon Plaza. The nature, extent and description of the limited common areas and facilities in Phoenix Paragon Plaza will be provided in the declaration to be executed by the Promoters in terms of this agreement.

31. It is expressly agreed between the Promoters and the Purchaser that the said Premises shall be utilised for Commercial user/purposes. The Purchaser agree not to change user of the said Premises without prior consent in writing of the Promoters which the Promoters will be entitled to refuse if they so desire and any unauthorised change of user by the



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Purchaser shall render this Agreement void and the Purchaser in that event shall not be entitled to any right under this Agreement.

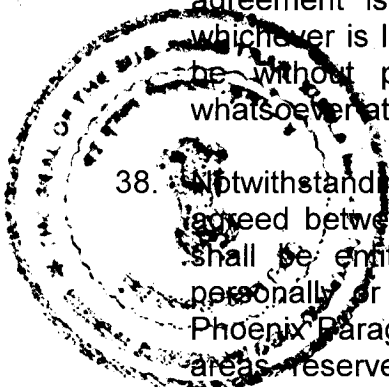
32. The Promoters Property stands in the Records of the Collector of Bombay i.e. in the P.R. Card, in the name of the Promoters and a copy of which is annexed hereto and marked with letter "C" and the Purchaser confirms that the inspection of the original records is taken by the Purchaser prior to the execution of these presents and the copy annexed hereto is the true photocopy of the original records inspected by the Purchaser.
33. The Promoters have obtained report on title (hereinafter referred to as the "Title Report") issued by Nasikwala Law Office, Advocates and Solicitors certifying title of Promoters in respect of the Promoter's Property, copy of which is annexed hereto and marked with letter "D". The Purchaser confirms having inspected the Title Report and the Purchaser further confirm that the copy annexed hereto is the true copy of the Title Report inspected by the Purchaser. The Purchaser accepts the said Title Report and the Purchaser agrees not to raise any further or other requisitions or objections or to issue any public notice soliciting objections or claims to the title of the Promoters to the promoter's Property.
34. It is expressly agreed that the said Premises shall contain specifications, fixtures, fittings and amenities as set out in the Second Schedule hereunder written and the Purchaser confirm that the Promoters shall not be liable to provide any of the specifications, fixtures, fittings and amenities in the said Premises of the common areas.
35. The Purchaser confirm that the Promoters have given to the Purchaser full, free and complete inspection of the documents of title in respect of the Larger Property including all the documents recited in this Agreement and the Purchaser confirm that he/she/they has/have entered into this Agreement after inspecting the aforesaid documents and being satisfied with the title of the Promoters in respect of the Promoters Property and the Promoters entitlement to enter into this Agreement.
36. The Purchaser confirm that all the amounts payable by the Purchaser under these presents shall be payable on the respective due dates without any delay or default as time in respect of payment of all amounts payable under these presents by the Purchaser to the Promoters is of the essence of the contract. The Promoters are not bound to give any notice requiring such payment and the omission or the failure thereof shall not be a plea or an excuse for non-payment of any amount or amounts on the respective due dates thereof. If the Purchaser make delay or default in making payment of any of the installments or amounts including outgoings or Maintenance Charges or any other charges payable under this Agreement, the Purchasers shall be liable to pay to the Promoters interest at the rate of 21% per annum on all such amounts due and outstanding for payment, from the due date till the date on which such outstanding amount alongwith interest thereon is fully paid to the Promoters without prejudice to the Promoters other rights in law and under these presents.



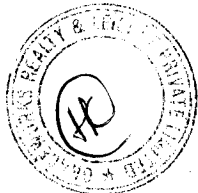
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37. Without prejudice to the Promoters entitlement to interest on delayed payments, it is further agreed that, in the event any amount payable by the Purchaser under this Agreement (including his/her proportionate share of taxes, rates, cesses, betterment charges, maintenance charges, other charges and all other outgoings) is outstanding for a period of more than 45 days or if the Purchaser shall in any other way fail/s to perform or observe any of the covenants and conditions on his/her/their part herein contained, the Promoters shall be entitled at their option to terminate this Agreement and the Promoters shall have the right to eject the Purchaser and to re-enter the said Premises in the event the Purchaser are in occupation thereof. **PROVIDED AND ALWAYS** that the power to terminate herein contained shall be exercised by the Promoters after giving to the Purchaser 30 (thirty) days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if ~~in the~~ default to pay the outstanding amount or as the case may be in remedying such breach or breaches within the stipulated period of 30 (thirty) days from the date of such notice, this agreement shall be considered to have been terminated and thereupon the Promoters shall be at liberty to dispose of and sell the said Premises to such person or persons at such price and on such conditions as the Promoters may in their absolute discretion deem fit and the Purchaser shall have no right whatsoever in the said Premises. It is further agreed that upon termination of this Agreement as stated herein, the Promoters shall be entitled to forfeit an amount not exceeding 10% of entire sale price as mutually agreed liquidated damages agreed to be paid by the Purchaser to the Promoters and the balance amount, after adjustment of any administrative costs, will be refunded to the Purchaser without any interest within 30 days from the date on which the Promoters are in receipt of an equivalent or higher amount from the prospective purchaser of the said Premises or 30 days from the date on which a cancellation deed recording the termination/cancellation of this agreement is executed and registered between the parties hereto, whichever is later. The right given by this clause to the Promoters shall be without prejudice to their other rights, remedies and claims whatsoever at law and/or under this Agreement against the Purchaser.

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38. Notwithstanding what is contained herein to the contrary it is expressly agreed between the Promoters and the Purchaser that the Promoters shall be entitled to deal with, dispose of, utilise and enjoy either personally or through any nominee all area or areas forming part of Phoenix Paragon Plaza as may be available from time to time including areas reserved for public utility including Recreation area, etc. by utilising the same as the Promoters may deem fit and the Promoters inter alia will be entitled to construct Recreation Centre, Health Club, Gymnasium, Library or Club House, Video Theatre or such other activity or activities as the Promoters may desire on professional and/or commercial basis and the Ownership of such construction or structure including right to own, manage, run, conduct and enjoy such area or areas or structure or structures shall vest with the Promoters, to the exclusion of the Purchaser and the Promoters shall also have a right to transfer or assign benefit thereof and to recover and appropriate the receipt of the day to day business thereof and the Purchaser shall have no right thereto in their individual capacity or through any Condominium of Apartment as the case may be. The Purchaser doth hereby declare



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and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of, Recreation Centre, Health Club, Gymnasium, Library or Club House, etc. shall belong to the Promoters exclusively and the Purchaser shall have no right to the same either for use or otherwise howsoever in any manner whatsoever.

39. It has been specifically agreed between the Promoters and the Purchaser that terrace of Phoenix Paragon Plaza shall always remain the exclusive property of the Promoters and the Promoters may grant specific permission to the employees of the Phoenix Paragon Plaza Condominium for functioning/operating of Lift Elevators and/or Overhead Tanks and/or for the maintenance of the said two items only. The permission for maintenance of the said two items shall only mean a license to the nominee of the Phoenix Paragon Plaza Condominium and nothing beyond that in terms of right to the said terrace.
40. It is further expressly clarified, agreed and understood by and between the parties hereto, that the top terrace of Phoenix Paragon Plaza shall always absolutely and exclusively belong to the Promoters and the Promoters have full right, absolute authority and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon or putting up any overhead water tank/s thereon to store and supply water to the occupants of Phoenix Paragon Plaza. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser or the Phoenix Paragon Plaza Condominium and neither the Purchaser nor the Phoenix Paragon Plaza Condominium shall at any time raise any dispute or objection in this regard. Use of the said terrace may also be allowed to install Dish Antennas, Relay Stations for Cellular and Satellite Communications, etc. It is hereby expressly agreed that in case of vertical expansion of Phoenix Paragon Plaza by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications, etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser and or the Phoenix Paragon Plaza Condominium shall not be in any circumstances entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser and the Phoenix Paragon Plaza Condominium shall permit the authorised representative/s deputed by the Promoters to go to the said terrace to install, check up and/or service Dish antenna and/or any other electronic gadgets, etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times.
41. The Promoters have informed the Purchaser and the Purchaser hereby confirm/s that the Promoters are entitled to:
- put up hoarding and display advertisements with any of the various device including electric, laser and/or neon signs, etc. on any of the external dead walls of Phoenix Paragon Plaza and/or on the said terrace thereof;
 - use the said terrace of Phoenix Paragon Plaza, for erecting and installing Cellular telecommunication, Relay station, Radio Pager Relay Station, Satellite and Communication Relay Stations, etc. and/or for any other purposes;



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- c. erect and install and/or allow installation of Antenna/s, boosters and other equipment and lay cables from ground level to the terrace facilitating relay of Cellular Telecommunication, Radio Pager Services and Satellite and other Communications, provide Cable Net Work Services for Television and other communications by any and all means and devise so as to exploit the same commercially for their own benefit;
- d. enter into suitable arrangement/s or agreement/s with any person/s, agencies and companies and allot to such person/s, agencies and companies the right to put up hoarding, install Relay Station/s for Cellular telecommunication, Radio Pagers, Satellite and Communication channels, etc. on such terms and conditions as the Promoters deem fit and proper and to receive/collect such contract monies/rents as consideration thereof from such person/parties/allottees, who will be permitted at all times to bring in and install equipment, ancillaries, facilities and also separate electric and other meters, lay cables, carry out fabrication work, civil work and other things necessary for such installation but entirely at their own cost, risk and expenses. It is agreed that the aforesaid rights in favour of the Promoters shall be covenants running with the Property and shall form part of the Declaration when executed in favour of the Phoenix Paragon Plaza Condominium.

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42. The Promoters will sell and /or deal with in any manner all premises intended to be constructed on the Promoters Property with a view that ultimately a Phoenix Paragon Plaza Condominium shall be formed and upon the purchasers of all the premises in Phoenix Paragon Plaza paying in full their respective dues payable by them to the Promoters and complying with the terms and conditions of their respective Agreements with the Promoters, the Promoters shall demise and transfer the leasehold rights in the Promoters Property proportionately to the owners of apartments in Phoenix Paragon Plaza.

43. The Purchaser expressly agree that the possession of the said Premises will be delivered by the Promoters to the Purchaser only after the Promoters have received the full purchase price of the said Premises and the amounts payable by the Purchaser to the Promoters under these presents and completion of the execution and registration hereof in accordance with the prevailing registration laws. Subject to compliance of the Purchaser' obligations contained in this Agreement, as soon as the said Premises is ready for delivery of possession, the Promoters shall call upon the Purchaser to takeover possession of the said Premises and the Purchaser shall be liable to takeover possession of the said Premises within 15 days from the date of intimation sent by the Promoters.

44. Upon the Purchaser being given possession of the said Premises, he/she/they shall have no claim against the Promoters as regards the quality of the building material used for construction of Phoenix Paragon Plaza and/or the said Premises or any other material used therein or the nature of the construction of Phoenix Paragon Plaza and/or the said Premises or otherwise howsoever, provided that if within a period of three years from the date on which the possession of the said Premises is delivered to the Purchaser, the Purchaser brings to the notice of the

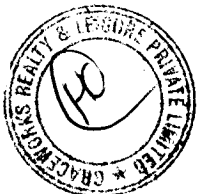


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Promoters, any defect in the Phoenix Paragon Plaza or the material used therein then, wherever possible such defect shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Promoters reasonable compensation for such defect or change. For the purpose of this clause, the date of delivery of possession shall be the date specified in the letter of intimation sent by the Promoters to the Purchaser calling upon the Purchaser to takeover possession of the said Premises or the actual delivery of possession, whichever is earlier.

45. Upon delivery of possession of the said Premises and until the execution of the Declaration under the Maharashtra Apartment Ownership Act, 1970 as herein provided, the Purchaser shall observe/s and perform/s all the terms and conditions contained in this Agreement and shall indemnify the Promoters against all claims, demands, actions and proceedings which may be taken/instituted against the Promoters in respect thereof and shall bear all costs, charges and expenses which the Promoters are compelled to make.
46. The Purchaser hereby agree that in the event of any amount by way of premium or security deposit being payable to the Assessor & Collector, MCGM or to the State Government or betterment charges or development tax or security deposit* for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature becoming payable by the promoters, the same shall be paid by the Purchaser to the Promoters in proportion to the area of the said Premises and in determining such amount the discretion of the Promoters shall be conclusive and binding upon the Purchaser. It is agreed that the betterment charges referred to hereinabove shall mean and include the prorata charges which the Purchaser may be called upon to pay to the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any), making and maintaining of Internal Roads and access to the Promoters Property, drainage, lay out and all other facilities from time to time.
47. Notwithstanding anything contained in this Agreement the Purchaser hereby agree to contribute and pay his/her/their proportionate share to the Promoters towards the costs, charges, expenses, municipal taxes, maintenance charges and outgoings in respect of the items specified in the Fourth Schedule hereto, such share to be determined by the Promoters having regard to the area of each premises in Phoenix Paragon Plaza. The Purchaser shall be liable to bear and pay to the Promoters the proportionate share of outgoings in respect of the Promoters Property, Phoenix Paragon Plaza, said Premises including costs, charges and expenses towards Common Roads & Driveways, Common Infrastructure etc. in the nature of local taxes, betterment charges or such other levies by the MCGM and/or any other concerned local body or authority and/or government, water charges, insurance and Maintenance Charges and all other expenses necessary and incidental to the proper management and maintenance of the Promoters Property and Phoenix Paragon Plaza from the date specified in the letter of intimation sent by the Promoters to the Purchaser calling upon the Purchaser to takeover possession of the said Premises and the Purchaser agree to bear and regularly pay all such charges and outgoings from the aforesaid date in advance on or before the 7th day of

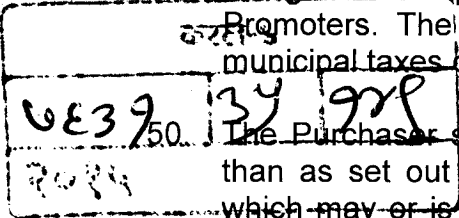


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every month without any demur or protest. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, municipal taxes and outgoings.

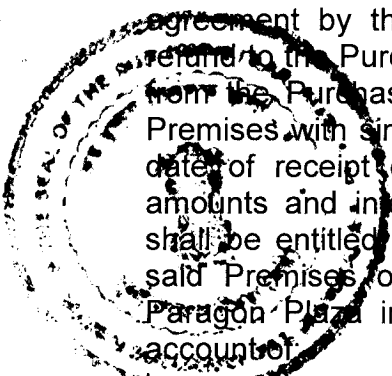
48. So long as each premises in Phoenix Paragon Plaza shall not be separately assessed for municipal taxes and water taxes, the Purchaser shall pay to the Promoters or to the Phoenix Paragon Plaza Condominium when formed, a proportionate share of the municipal tax and water tax assessed on the whole said Building/ Promoters Property, such proportion to be determined by the Promoters on the basis of the area of each premises in Phoenix Paragon Plaza.

49. The Purchaser along with the other premises holders will not require the Promoters to contribute a proportionate share of the maintenance charges of the premises which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of the unsold premises.



50. The Purchaser shall not use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in Phoenix Paragon Plaza or for any illegal, immoral, or unauthorised purpose.

51. Subject to payment of the entire consideration and other amounts payable under this Agreement by the Purchaser to the Promoters, the Promoters agree that the possession of the said Premises shall be delivered to the Purchaser on or before 31st July, 2015. If the Promoters are unable to deliver possession of the said Premises to the Purchaser by this date, a further date upto 31st January, 2016 has been agreed by and between the Promoters and the Purchaser by which date, the Promoters will deliver possession of the said Premises. If the Promoter finds it difficult to deliver the possession of the said Premises to the Purchaser on account of reasons beyond its control and/of its agents as per the provisions of Section 8 of MOFA, by the aforesaid date or dates, then the Promoters shall be liable, only after termination of this agreement by the Purchaser and on demand by the Purchaser, to refund to the Purchaser the amounts already received by the Promoters from the Purchaser towards sale consideration in respect of the said Premises with simple interest at 9% (nine percent) per annum from the date of receipt of such amount by the Promoters till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Premises on the aforesaid date, if the completion of Phoenix Paragon Plaza in which the said Premises is located is delayed on account of



i. non-issue of Occupation Certificate by the MCGM or any other local authority competent to grant such certificate;

ii. non availability of steel, cement and other building material, water or electric supply;

iii. war, civil commotion, strike, labour dispute or act of God and/or any other natural calamity and other cause beyond the control of the Owners and



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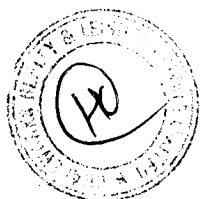
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iv. any notice, order, rule, notification of the Government and/or other public or competent authority.

Except the 9% (nine percent) interest as aforesaid, it is mutually agreed by and between the parties hereto, that the Promoters shall not be liable to pay any other amount at all in respect of the termination and the parties herein, shall have no other claim of any nature whatsoever against each other in respect of the said Premises arising out of this Agreement and the Promoters shall be at liberty to sell and dispose off the said Premises to any other person at such price and upon such terms and conditions as the Promoters may deem fit and proper. As a result of any legislative order or regulation or direction of the Government or public authorities, the Promoters are unable to complete Phoenix Paragon Plaza and/or to give possession of the said Premises to the Purchaser, the only responsibility and liability of the Promoters will be to pay over to the Purchaser and the several other persons who have purchased or who may purchase hereafter the premises in Phoenix Paragon Plaza, the total amount attributable to the premises that may be received by the Promoters at the time and in the manner as may be received by the Promoters pursuant to such legislation and save as aforesaid, either party shall have no right or claim of any nature whatsoever against the other under or in relation to this Agreement or otherwise, howsoever.

52. The Purchaser for himself/themselves with intention to bring all persons unto whosoever hands the said Premises may come doth/do hereby covenant with the Promoters as follows:-

- a. To maintain the said Premises, at Purchaser's own cost in good, tenantable repair and condition from the date on which possession of the said Premises is delivered to the Purchaser and shall not do or suffer to be done anything in or to Phoenix Paragon Plaza, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other Authority or change/alter or make addition in or to Phoenix Paragon Plaza and to the said Premises itself or any part thereof.
- b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of Phoenix Paragon Plaza in which the said Premises is situated or storing of which goods is objected to by the concerned local or other Authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building Phoenix Paragon Plaza, including entrances of Phoenix Paragon Plaza in which the said Premises is situated or to the said Premises itself and if any such acts are carried out, the Purchaser shall be liable for the consequences of the same.
- c. To carry-out at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to Phoenix Paragon Plaza in which the said Premises is situated or to the said Premises which may be against the rules and regulations and bye-laws of the concerned local Authority or other public

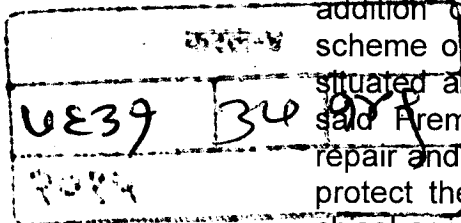


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Authority. And in the event of the Purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned Authority and/or other public Authority.

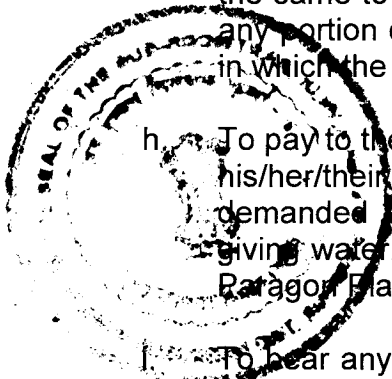
d. Not at any time use the said Premises or cause to be used for any purposes whatsoever other than commercial purposes and use the Parking Space (if and as may be allowed/permitted by the Promoters) for keeping his/her/their motor car and not for any purposes which may or is likely to cause nuisance, annoyance, inconvenience or disturbance to the occupiers of the other members of Phoenix Paragon Plaza or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purposes for the purposes prohibited by law.

e. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of Phoenix Paragon Plaza in which the said Premises is situated and shall keep the portion, sewers, drains, 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 parts of Phoenix Paragon Plaza and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C., parris or other structural members in the said Premises without the prior written permission of the Promoters and/or the Condominium of Apartments.



f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Promoters Property and Phoenix Paragon Plaza in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Promoters Property and Phoenix Paragon Plaza in which the said Premises is situated.



h. To pay to the Promoters within 7 days of demand by the Promoters his/her/their share of maintenance charges, security deposit demanded by the concerned local Authority or Government for giving water, electricity or any other service connection to Phoenix Paragon Plaza in which the said Premises is situated.

i. To bear any pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of change of user of the said Premises by the Purchaser, viz. user for any purposes other than for Commercial purpose.

j. The Purchaser shall not, let, sub-let, transfer, assign, mortgage, charge or in any way encumber or deal with or dispose off or part with his/her/their interest, possession or the benefit of this Agreement in the said Premises or assign, underlet or part with his/her/their interest under or the benefit of this Agreement or any

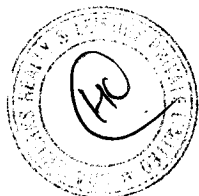


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part thereof until all the dues payable by him/her/them/it to the Promoters under this Agreement are fully paid up and only if the Purchaser is/are not guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser obtains prior written consent from the Promoters.

- k. The Purchaser shall observe and perform all the rules and regulations which the Condominium of Apartments may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of Phoenix Paragon Plaza and the said Premises therein and for the observance and performance of the Building Rules, regulations and bye-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Promoters and/or Condominium of Apartments regarding the occupation and use of the said Premises in Phoenix Paragon Plaza and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- l. Till the Condominium of Apartments in respect of Phoenix Paragon Plaza in which the said Premises is situated is formed, the Purchaser shall permit the Promoters and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the Promoters Property and Phoenix Paragon Plaza or any part or whole of the said Premises to view and examine the state and condition thereof.
53. At the time of demise of the undivided interest in the leasehold rights in respect of the Promoters Property, the Purchaser shall pay to the Promoters the Purchaser's share of stamp duty and registration charges payable by the Promoters or Condominium of Apartments as the case may be without any delay or default.
54. The Purchaser shall from the date of his/her taking possession of the said Premises, maintain the said Premises at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Premises or the said Phoenix Paragon Plaza Building, including staircase, lift, stilt, basement portion and common passages which may be against the rules and bye laws of the MCGM or any other Authority and nor shall the Purchaser change, alter or make additions to the said Phoenix Paragon Plaza building or any part thereof. The Purchaser shall be responsible for any breach of this provision which shall render this Agreement void as hereinafter appearing.
55. Provided it does not in any way affect or prejudice the rights of the Purchaser in respect of the said Premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Phoenix Paragon Plaza Building and/or the Promoters Property more particularly described Secondly in the First Schedule hereunder written.
56. The Purchaser and the person to whom the said Premises are permitted to be transferred, shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoters or

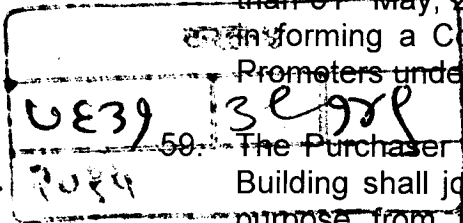


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the Condominium of Apartments may require for safeguarding the interest of the Promoters and/or the Purchaser and other Purchaser in Phoenix Paragon Plaza.

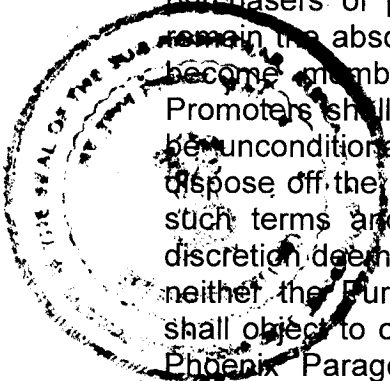
57. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the formation of the Condominium of Apartments or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

58. On completion of Phoenix Paragon Plaza in all respects and the Promoters having sold all the premises and receipt by the Promoters of the full payment of the amounts due and payable to them by the purchasers of all the premises in Phoenix Paragon Plaza but not earlier than 31st May, 2016, the Promoters shall co-operate with the Purchaser in forming a Condominium of Apartments subject to the rights of the Promoters under this Agreement.



59. The Purchaser along with the other Purchaser of premises in the said Building shall join in forming Condominium of Apartments and for that purpose from time to time also sign and execute applications for registration and other documents necessary for formation of such Condominium of Apartments and to become member and sign and return all the documents so as to enable the Promoters to form the Condominium of Apartments of the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye laws of the Condominium of Apartments by the Promoters in that behalf.

60. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold premises in Phoenix Paragon Plaza shall at all times, including after the execution and registration of the Declaration under the Maharashtra Apartment Ownership Act, 1970, where under the Condominium is formed and after grant of leasehold rights in the Promoters Property in favour of the purchasers of premises in the said Building be and the same shall remain the absolute property of the Promoters and the Promoters shall become member of the Condominium in respect thereof and the Promoters shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the same in any manner and for such consideration and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper to any person or party of their choice and neither the Purchaser nor the Phoenix Paragon Plaza Condominium shall object to or dispute the same. On the Promoters intimating to the Phoenix Paragon Plaza Condominium the name or names of the Purchaser of such unsold premises, the Phoenix Paragon Plaza Condominium shall forthwith accept and admit such Purchaser and acquirer/s as its member/s and shareholder/s and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges etc. in respect of the unsold premises, save and except the Municipal Taxes with effect from the date

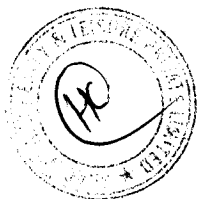


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of grant of occupancy certificate in respect thereof. Provided, however, in the event, the Promoters occupy or permit occupation of any unsold premises, such occupant/s or the Promoters as the case may be shall be liable to pay the maintenance charges etc. in respect thereof.

61. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the Basement-II below the Phoenix Paragon Plaza structure shall at all times, including after the execution and registration of the Declaration under the Maharashtra Apartment Ownership Act, 1970, where under the Condominium is formed and after the grant of lease of the Promoters Property in favour of the premises purchasers in the said Building, be and the same shall remain the absolute property of the Promoters and the Promoters shall have full right, absolute power and authority and shall be unconditionally entitled to deal with the entire Basement-II, including but not limited to operation of a pay & park either itself or through a third party appointed for this purpose by the Promoters or otherwise dispose off the same or any part or portion thereof in any manner and for such consideration and on such terms and conditions as the Promoters may in their sole and absolute discretion deem fit and proper to any person or party of their choice and neither the Purchaser nor the Phoenix Paragon Plaza Condominium shall object to or dispute the same.
62. The advocate/s/legal counsel of the Promoters shall prepare all documents to be executed in pursuance of these presents including the Declaration under the Maharashtra Apartment Ownership Act, 1970, Deed of Apartment and the Rules & Regulations of the Condominium of Apartments and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of all the documents for the formation or registration of Declaration shall be borne and paid by all the purchasers of premises in Phoenix Paragon Plaza in proportion to the respective area of the respective premises purchased by them. The Purchaser alone shall bear and pay full Stamp Duty and Registration charges in respect of the Deed of Apartment in respect of the said Premises in favour of the Purchaser.
63. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall immediately after the execution of this Agreement inform the Promoters the Serial number under which and the date on which this Agreement is lodged for registration to enable the Promoters to attend and admit execution of this Agreement before the Sub-Registrar of Assurances.
64. All notices/demands/intimations to be served on the Purchaser as contemplated by this Agreement shall be sent at the following address:
 Room No. 201, A Wing, Vivekanand CHS, 90 ft. Road, Dharavi, Mumbai 400017
 e-mail address: metropackaging@gmail.com
65. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the Promoters Property, Phoenix Paragon Plaza or any part thereof such conferences to take place only upon formation of the Phoenix Paragon Plaza Condominium.



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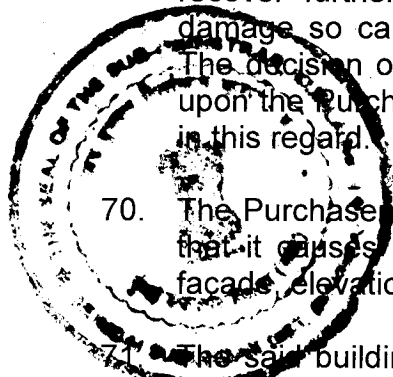
66. The Purchaser shall have no claim over common areas and facilities, i.e. all other areas including terraces, etc. will remain the property of the Promoters until formation of Condominium of Apartments as herein provided subject however to the rights of the Promoters as contained in this Agreement and in the Declaration to be executed for formation of the said Condominium of Apartments.

67. The Purchaser shall at no time demand partition of his/her/their undivided interest in Phoenix Paragon Plaza, Phoenix Paragon Plaza Condominium and/or the Promoters Property, it is being hereby agreed and declared by the Purchaser that his/her/their such undivided interest in Phoenix Paragon Plaza, Phoenix Paragon Plaza Condominium and/or the Promoters Property is impartible.

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68. The Promoters shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchaser.

69. The Purchaser hereby covenants to keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenable repair and condition and in particular so as to support shelter and protect the parts of Phoenix Paragon Plaza other than the said Premises. The Purchaser further covenant not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. Partition or walls or other structural members without the prior written permission of the Promoters. The breach of this condition shall cause this Agreement to ipso facto come to an end and all amounts paid by the Purchaser to the Promoters shall stand forfeited and the Promoters shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Promoters in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Promoters in this regard.



70. The Purchaser shall not decorate the exterior of the said Premises such that it causes encroachment into the common areas, internal/external facade elevations etc. of the said Building.

71. The said building to be constructed on the Promoters Property shall at all times be named as "Phoenix Paragon Plaza". The Promoters may at their own discretion and without having to obtain the prior permission or consent of the Purchaser and/or the condominium of apartments in respect of the said Building, change, alter or substitute the name for the said Building and the said Condominium shall be known accordingly. The name of the said Building and/or the said Condominium originally chosen or subsequently changed, altered, substituted by the Promoters, as the case may be, shall not at any time be altered or changed by the purchasers of premises in Phoenix Paragon Plaza without the prior written consent and permission from the Promoters.



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72. In the event of any Condominium of Apartments ~~being formed and~~ registered before the disposal by the Promoters of all the premises, then the powers and the authority of the Condominium of Apartments so formed of the Purchaser and holders of the other premises shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning Phoenix Paragon Plaza and in particular the Promoters shall have absolute authority and control as regards the unsold premises and the sale and disposal thereof and in respect of the additional constructions to be carried out on the Promoters Property and the sale and disposal thereof **PROVIDED AND ALWAYS** the Purchaser hereby agree and confirm that in the event of the said Condominium of Apartments being formed earlier than the Promoters dealing with or disposing of the shops and offices and the additional constructions on the Promoters Property then and in that event any allottee or Purchaser of premises from the Promoters shall be admitted to such Condominium of Apartments on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs. 1,000/- for the share money and Rs. 10,000/- as entrance fee and such allottee, Purchaser or transferee thereof shall not be discriminated or treated prejudicially by such Condominium of Apartments as the case may be.
73. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoters of 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 rights of the Promoters under this Agreement.
74. **PROVIDED AND ALWAYS** that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of the said Premises or as to the rights, liabilities or the duties of the parties hereunder, the same shall be referred to the Arbitration of two persons to be appointed by each party i.e. the Promoters on the one hand and the Purchaser on the other, respectively. The Arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference. The venue of arbitration shall be Mumbai and subject to whatever is stated in the foregoing, the courts of Mumbai shall have exclusive jurisdiction to entertain, try and determine all matters hereunder.
75. Save and except as otherwise agreed by the parties in this Agreement, the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale, management and transfer) Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale, management and transfer) Rules 1964 read with the Maharashtra Apartment Ownership Act 1970 and the Maharashtra Apartment Ownership Rules, 1972 and any other provisions of law applicable thereto, will apply to this Agreement.
76. This Agreement is the sole repository of the terms and conditions mutually agreed upon by and between the parties hereto, of and concerning the said Premises and the sale thereof for the consideration and on the terms and conditions set out in this Agreement. It is agreed



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that this Agreement will supersede all the earlier writings, offer letter, letters of intent, allotment letter, MOUs etc.

77. The details of the parties pertaining to Income Tax are as under:

Sr. no.	Party	P.A.N.	Ward /Circle
1	Graceworks Realty & Leisure Private Limited	AABCG2308P	
2	Mr. Manmuthu Subbaiah	AQDPM1233C	

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THE FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY: ALL THOSE pieces or parcels of non-agricultural freehold land or ground admeasuring in aggregate approximately 1,00,707.70 Sq.Mts., originally bearing Plot No.15 of Suburban Scheme I of Village Kurla-Kirol and now bearing Survey No.5A (Part) of Village Kurla Kirol and bearing C.T.S. Nos. as shown in the table below of Village Kurla II, in Mumbai Suburban District situate at L.B.S. Marg, Kurla (West), Mumbai – 400 070,

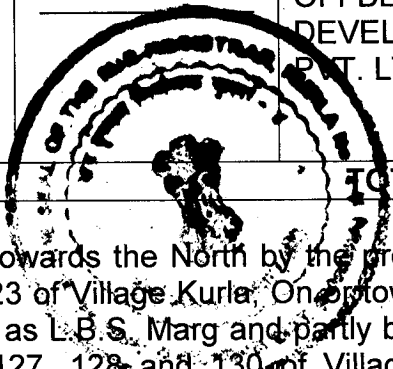
Sr. no	C.T.S. no. after Amalgamation-Sub-div order dtd. 09.05.12	C.T.S. no. after Amalgamation - Sub-div order dtd. 26.09.2007 read with corrigendum order dtd. 16.01.2008	OLD C.T.S NO MERGED IN NEW C.T.S.	OWNER AS PER LATEST P.R CARD	AREA (SQ.MTS)
1	124/A	124-A	124(pt), 124/1, 124/3, 124/4, 124/5, 124/6, 124/7, 124/8, 124/9, 124/74(PT), 124/75 (PT), 124/76, 124/77 (PT), 124/83(PT), 124/84(PT), 124/85, 124/86, 124/87, 124/88, 124/89	OFFBEAT DEVELOPERS PVT. LTD.	



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		124-D	124(pt), 124/17(P.T), 124/75(P.T), 124/83(P.T), 124/84(P.T)	OFFBEAT DEVELOPERS PVT. LTD.	
		124-E	124(pt), 124/75(P.T), 124/77(P.T)	OFFBEAT DEVELOPERS PVT. LTD.	
2	124/B	124-B	124(pt), 124/51(P.T), 124/90, 124/91, 124/92, 124/93, 1041	GRACEWORKS REALTY AND LEISURE PVT. LTD.	
3	124/C	124-C	124(pt), 124/74(P.T), 124/75(P.T)	OFFBEAT DEVELOPERS PVT. LTD.	
4	124/D	124-F	124(pt)	OFFBEAT DEVELOPERS PVT. LTD.	
5	124/E	_____	_____	OFFBEAT DEVELOPERS PVT. LTD.	
TOTAL AREA					100707.7



and bounded as follows:- On or towards the North by the properties bearing C.T.S. Nos. 105, 120, 121 and 123 of Village Kurla; On or towards the South partly by the Public Road known as L.B.S. Marg and partly by the properties bearing C.T.S. Nos. 125, 126, 127, 128 and 130 of Village Kurla; On or towards the East by the properties bearing C.T.S. Nos. 105 and 126 of Village Kurla and on or towards the West partly by the 18.30 Meter Wide D.P. Road and partly by the properties bearing C.T.S. Nos. 120, 121, 123 and 108 of Village Kurla.

SECONDLY: ALL THOSE pieces or parcels of non-agricultural freehold land or ground situate lying and being at Village Kurla II in the Registration District and Sub District of Mumbai City and Mumbai Suburban and bearing Survey No.5A (Part) of Village Kurla Kirol and now bearing following City Survey Number:

NEW C.T.S. NO.	OLD C.T.S. NO MERGED IN NEW C.T.S	OWNER AS PER LATEST P.R CARD DATED-6/09/2010	AREA (SQ.MTS)
124-B	124(pt), 124/51(P.T), 124/90, 124/91,	M/S. GRACE WORKS REALTY AND LEISURE PVT. LTD.	14745



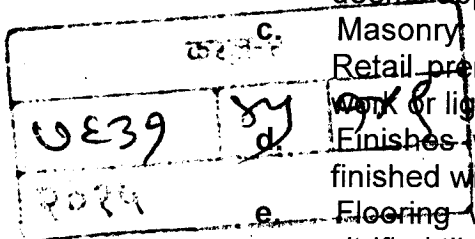
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THE SECOND SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS AND AMENITIES

1. CIVIL AND RELATED WORKS

- a. Structural System: Framed Structure with RCC Columns and RCC / Post Tensioned Flat Slabs floor to floor height of approximately, 5.0 m for Retail at Ground Floor, 4.1 m for Retail at UG floor, 3.85 m for First, Second and Third Floor (Offices), 3.55 m for Fourth Floor(Offices). Structure shall be false floor compliant.
- b. Civil Finishes: The offices shall be handed over to the Purchaser on a "Bare Shell" basis. Offbeat shall provide for finishes as it deems appropriate.
- c. Masonry Internal partition walls separating the specific office/ Retail premises from adjacent premises shall be in siporex block work or light weight partition as the developer deems appropriate.
- d. Finishes within Floor plates: Walls of Retail & Office units are finished with Gypsum Stucco plaster.
- e. Flooring within the Floor Plates: Retail units are provided with vitrified tiles flooring and skirting.
- f. Shutters finished with paint have been provided to retail Units; Solid flush door with side glass panel for Office units.
- g. Flooring in common areas outside floor plates: Staircase at the lobby level shall have granite/vitrified tile or any other material as deemed appropriate by Offbeat. Staircase at levels other than main entrance lobby shall have polished Kotah with MS painted railing. Lobbies shall be finished with Italian Marble, vitrified tiles, granite or any other material as deemed appropriate by Offbeat.
- h. Painting in common area: Internal and external surfaces of the building shall be painted as Offbeat deems appropriate.



ELECTRICAL AND RELATED SERVICES

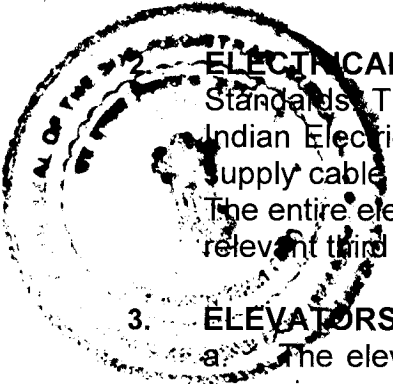
Standards: The entire installation shall be designed to comply with the Indian Electricity rules and local statutory requirements. A single power supply cable shall be provided at a single location within the premises. The entire electrical installation will be provided with power supply by the relevant third party utilities provider.

3. ELEVATORS

- a. The elevators to be installed in the building shall be of two types viz., passenger/Guest and service
 - b. 04 nos. of passenger/Guest (MRL) Elevators with 1360 Kg/ 20 ppl capacity, 1 m/s speed, SS doors, SS cabin walls as per architect's intent.
 - c. 02 nos. or service (MRL) Elevators with 1500 Kg capacity, 1m/s speed, SS doors, SS cabin walls as per architect's intent.
- Make of Elevators – City lifts or equivalent

4. DESIGN BASIS FOR ALLIED SYSTEMS

Fire Protection Systems (FPS): As per the National Building Code and Local Fire Officers requirements.



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**THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON AREAS & FACILITIES OF THE PROPOSED COMMERCIAL
BUILDING**

A. STAIRCASES:

There are in all 6 (Six) numbers of staircases in the Proposed Commercial Building forming part of the Common Areas & Facilities which are as under:

- i. Staircase no. 4, Service Staircase and existing Staircase admeasuring 20.99 Sq. Mtrs., 11.53 Sq. Mtrs., 28.71 Sq. Mtrs. shown on part of the areas hatched in green colour on the architectural floor plan already annexed hereto and marked with letter "A-3" at Basement.
- ii. Staircase no. 1, Staircase no. 4 Service Staircase and existing Staircase admeasuring 18.20 Sq. Mtrs., 46.48 Sq. Mtrs., 15.43 Sq. Mtrs. and 14.43 Sq. Mtrs., shown part of the areas hatched in green colour on the architectural floor plan already annexed hereto and marked with letter "A-4" at -Lower Ground.
- iii. Staircase no. 1, Staircase no. 2, Staircase no. 3 and Staircase no. 4 and Service Staircase admeasuring 16.06 Sq. Mtrs., 32.88 Sq. Mtrs., 25.08 Sq. Mtrs. 21.53 Sq. Mtrs., and 19.12 Sq. Mtrs., shown part of the areas hatched in Green colour on the architectural floor plan already annexed hereto and marked with letter "A-5" at Ground Floor.
- iv. Staircase no. 2, Staircase no. 3 Staircase no. 4, Service Staircase admeasuring 32.88 Sq. Mtrs., 25.08 Sq. Mtrs., 21.53 Sq. Mtrs. and 20.16 Sq. Mtrs., shown part of the areas hatched in Green colour on the architectural floor plan already annexed hereto and marked with letter "A-6" at First Floor.
- v. Staircase no. 2, Staircase no. 3 Staircase no. 4 and Service Staircase admeasuring 32.88 Sq. Mtrs., 25.08 Sq. Mtrs., 21.53 Sq. Mtrs. and 20.16 Sq. Mtrs., shown part of the areas hatched in Green colour on the architectural floor plan already annexed hereto and marked with letter "A-7" at Second Floor.
- vi. Staircase no. 2, Staircase no. 3 and Staircase no. 4 admeasuring 32.88 Sq. Mtrs., 25.08 Sq. Mtrs., 21.53 Sq. Mtrs. shown part of the areas hatched in Green colour on the architectural floor plan already annexed hereto and marked with letter "A-8" at Third Floor.
- vii. Staircase no. 2, Staircase no. 3 and Staircase no. 4 admeasuring 32.88 Sq. Mtrs., 25.08 Sq. Mtrs., 21.53 Sq. Mtrs. shown part of the areas hatched in Green colour on the architectural floor plan already annexed hereto and marked with letter "A-9" at Fourth Floor.

The Staircase no. 1, totally admeasuring 34.26 Sq. Mtrs., leads from the Lower Ground Floor to the Ground Floor.

The Staircase no. 2, totally admeasuring 164.40 Sq. Mtrs., leads from the Ground Floor to the First Floor, the First Floor to the Second Floor, the Second Floor to the Third Floor, the Third Floor to the Fourth Floor and Fourth Floor.

The Staircase no. 3, totally admeasuring 125.40 Sq. Mtrs., leads from the Ground Floor to the First Floor, the First Floor to the Second Floor, the Second Floor to the Third Floor, the Third Floor to the Fourth Floor and Fourth Floor.



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The Staircase no. 4, totally admeasuring 175.12 Sq.Mtrs., leads from the Basement to the Lower Ground Floor, the Lower Ground Floor to the Ground Floor, the Ground Floor to the First Floor, the First Floor to the Second Floor, the Second Floor to the Third Floor, the Third Floor to the Fourth Floor and Fourth Floor.

The Service Staircase, totally admeasuring 86.40 Sq.Mtrs. leads from the Basement to the Lower Ground Floor, the Lower Ground Floor to the Ground Floor, the Ground Floor to the First Floor, the First Floor to the Second Floor.

The existing Staircase, totally admeasuring 43.14 Sq.Mtrs. leads from the Basement to the Lower Ground Floor.

B. LIFT LOBBIES:

The lift lobbies forming part of the Common Areas & Facilities in the Proposed Commercial Building as under:

i. Lift lobby adjacent to Existing Staircase and Lift lobby adjacent to Service Staircase admeasuring 79.42 Sq. Mtrs. & 18.93 Sq. Mtrs. shown part of the area hatched in Light Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-3" at Basement.

ii. Lift lobby adjacent to Existing Staircase and Lift lobby adjacent to Service Staircase admeasuring 47.3 Sq. Mtrs. & 10.7 Sq. Mtrs. shown part of the area hatched in Light Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-4" at Lower Ground Floor.

iii. Lift lobby adjacent to Existing Staircase and Lift lobby adjacent to Service Staircase admeasuring 44.83 Sq. Mtrs. & 16.79 Sq. Mtrs. shown part of the area hatched in Light Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-5" at Ground Floor.

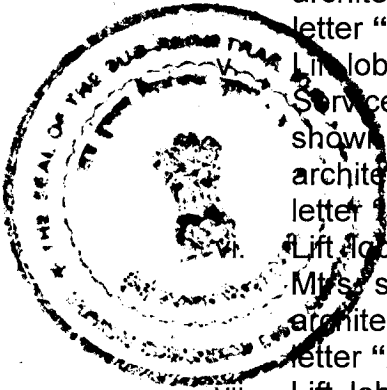
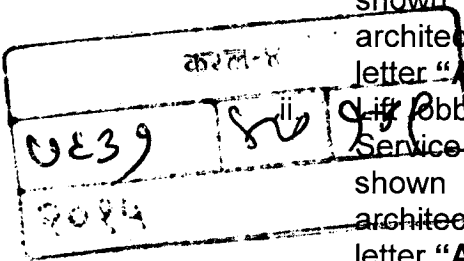
iv. Lift lobby adjacent to Existing Staircase and Lift lobby adjacent to Service Staircase admeasuring 44.83 Sq. Mtrs. & 23.37 Sq. Mtrs. shown part of the area hatched in Light Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-6" at First Floor.

v. Lift lobby adjacent to Existing Staircase and Lift lobby adjacent to Service Staircase admeasuring 44.83 Sq. Mtrs. & 17.31 Sq. Mtrs. shown part of the area hatched in Light Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-7" at Second Floor.

vi. Lift lobby adjacent to Passenger Lobby admeasuring 44.83 Sq. Mtrs. shown part of the area hatched in Light Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-8" at Third Floor.

vii. Lift lobby adjacent to Passenger Lobby admeasuring 44.83 Sq. Mtrs. shown part of the area hatched in Light Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-9" at Fourth Floor.

The aforesaid lift lobbies i.e. Passenger lifts and Service lifts, totally admeasuring 437.97 Sq. Mtrs., which gives access to other areas in the Proposed Commercial Building, including the units/premises therein.



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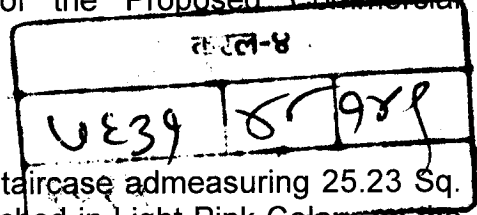
C. **LIFTS:**

The Lifts forming part of the common areas of the Proposed Commercial Building are as follows:

- i. 3 nos. Passenger Lifts adjacent to Existing Staircase no. 1, located within the lift cores admeasuring 40.8 Sq. Mtrs. each, used for passenger transit between Basement-II, Basement-I, Ground, First, Second, Third and Fourth Floors of the Proposed Commercial Building and 1 no. Service lift adjacent to service staircase, located within the lift core admeasuring 15.31 Sq. Mtrs., used for luggage/services transit between Basement-II, Basement-I, Ground, First, Second Floors of the Proposed Commercial Building.

D. **SERVICE PASSAGE:**

- i. Service Area Passage near Service Staircase admeasuring 25.23 Sq. Mtrs., shown part of the area hatched in Light Pink Colour on the plan already annexed hereto and marked with Letter "A-3" on the Basement Floor.
- ii. Service Area Passage near Staircase No. 1, Service Area Passage near Staircase No.4 and Service Area Passage near Service Staircase admeasuring 36.14 Sq. Mtrs., 28.73 Sq. Mtrs. And 51.88 Sq. Mtrs. respectively shown part of the area hatched in Light Pink Colour on the plan already annexed hereto and marked with Letter "A-4" on the Lower Ground Floor.
- iii. Service Area Passage near Staircase No. 1, Service Area Passage near Staircase No.3 and Service Area Passage near Staircase No.4 and Service Area Passage near Service Staircase admeasuring 24 Sq. Mtrs., 38.67 Sq. Mtrs., 32.72 Sq. Mtrs. and 30.21 Sq. Mtrs. respectively shown part of the area hatched in Light Pink Colour on the plan already annexed hereto and marked with Letter "A-5" on the Ground Floor.
- iv. Service Area Passage near Staircase No. 1, Service Area Passage near Staircase No.3 and Service Area Passage near Staircase No.4 and Service Area Passage near Service Staircase admeasuring 22.24 Sq. Mtrs., 23.14 Sq. Mtrs., 19.45 Sq. Mtrs. and 65.67 Sq. Mtrs. respectively shown part of the area hatched in Light Pink Colour on the plan already annexed hereto and marked with Letter "A-6" on the First Floor.
- v. Service Area Passage near Staircase No. 1, Service Area Passage near Staircase No.3 and Service Area Passage near Staircase No.4 admeasuring 22.24 Sq. Mtrs., 29.58 Sq. Mtrs. And 8.25 Sq. Mtrs. respectively shown part of the area hatched in Light Pink Colour on the plan already annexed hereto and marked with Letter "A-7" on the Second Floor.
- vi. Service Area Passage near Staircase No. 1, Service Area Passage near Staircase No.3 and Service Area Passage near Staircase No.4 admeasuring 22.24 Sq. Mtrs., 34.4 Sq. Mtrs. And 19.3 Sq. Mtrs. respectively shown part of the area hatched in Light Pink Colour on the plan already annexed hereto and marked with Letter "A-8" on the Third Floor.
- vii. Service Area Passage near Staircase No. 1, Service Area Passage near Staircase No.3 and Service Area Passage near Staircase No.4 admeasuring 22.24 Sq. Mtrs., 26.68 Sq. Mtrs. And 19.3 Sq. Mtrs. respectively shown part of the area hatched in

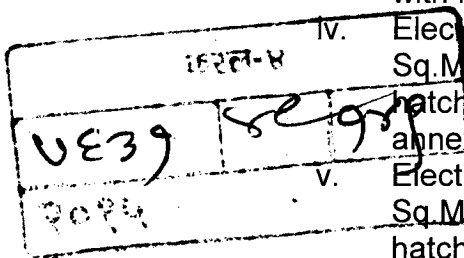


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Light Pink Colour on the plan already annexed hereto and marked with Letter "A-9" on the Fourth Floor.

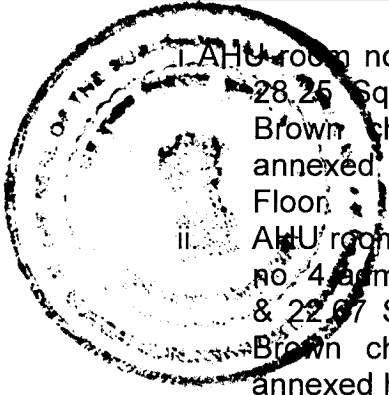
E. ELECTRICAL ROOMS

- i. Electrical room No. 1, Electrical room No. 2, Electrical room No. 3 and Electrical room No. 4 admeasuring 14.59 Sq.Mtrs., 21.4 Sq.Mtrs., 8.01 Sq.Mtrs. & 130.78 Sq.Mtrs. respectively shown part of the area hatched in Yellow Colour on the architectural floor plan already annexed hereto and marked with letter "A-4" at Lower Ground Floor.
- ii. Electrical room No. 2, Electrical room No. 3 and Electrical room No. 4 admeasuring 15.34 Sq.Mtrs., 31.50 Sq.Mtrs., & 42.72 Sq.Mtrs. respectively shown part of the area hatched in Yellow Colour on the architectural floor plan already annexed hereto and marked with letter "A-5" at Ground Floor.
- iii. Electrical room No. 2, Electrical room No. 3 and Electrical room No. 4 admeasuring 9.07 Sq.Mtrs., 20.79 Sq.Mtrs., & 29.29 Sq.Mtrs. respectively shown part of the area hatched in Yellow Colour on the architectural floor plan already annexed hereto and marked with letter "A-6" at First Floor.
- iv. Electrical room No. 3 and Electrical room No. 4 admeasuring 20.03 Sq.Mtrs., and 29.29 Sq.Mtrs., respectively shown part of the area hatched in Yellow Colour on the architectural floor plan already annexed hereto and marked with letter "A-7" at Second Floor.
- v. Electrical room No. 3 and Electrical room No. 4 admeasuring 20.03 Sq.Mtrs., and 29.29 Sq.Mtrs. respectively shown part of the area hatched in Yellow Colour on the architectural floor plan already annexed hereto and marked with letter "A-8" at Third Floor.
- vi. Electrical room No. 3 and Electrical room No. 4 admeasuring 19.53 Sq.Mtrs., & 29.29 Sq.Mtrs. respectively shown part of the area hatched in Yellow Colour on the architectural floor plan already annexed hereto and marked with letter "A-9" at Fourth Floor.



F. AIR HANDLING UNITS

- i. AHU room no. 1, AHU room no. 2, admeasuring 21.85 Sq.Mtrs., and 28.25 Sq.Mtrs., respectively shown part of the area hatched in Brown checks Colour on the architectural floor plan already annexed hereto and marked with letter "A-4" at Lower Ground Floor.
- ii. AHU room no. 1, AHU room no. 2, AHU room no. 3 and AHU room no. 4 admeasuring 12.46 Sq.Mtrs., 32.39 Sq.Mtrs., 23.83 Sq.Mtrs. & 22.67 Sq.Mtrs. respectively shown part of the area hatched in Brown checks Colour on the architectural floor plan already annexed hereto and marked with letter "A-5" at Ground Floor.
- iii. AHU room no. 1, AHU room no. 2, AHU room no. 3 and AHU room no. 4 admeasuring 14.35 Sq.Mtrs., 27.57 Sq.Mtrs., 12.50 Sq.Mtrs. & 32.05 Sq.Mtrs. respectively shown part of the area hatched in Brown checks Colour on the architectural floor plan already annexed hereto and marked with letter "A-6" at First Floor.
- iv. AHU room no. 1, AHU room no. 3 and AHU room no. 4 admeasuring 15.77 Sq.Mtrs., 13.64 Sq.Mtrs., 32.05 Sq.Mtrs. respectively shown part of the area hatched in Brown checks



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Colour on the architectural floor plan already annexed hereto and marked with letter "A-7" at Second Floor.

- v. AHU room no. 1, AHU room no. 3 and AHU room no. 4 admeasuring 15.77 Sq.Mtrs., 13.64 Sq.Mtrs., 32.05 Sq.Mtrs. respectively shown part of the area hatched in Brown checks Colour on the architectural floor plan already annexed hereto and marked with letter "A-8" at Third Floor.
- vi. AHU room no. 1, AHU room no. 3 and AHU room no. 4 admeasuring 11.68 Sq.Mtrs., 28.86 Sq.Mtrs., & 32.05 Sq.Mtrs. respectively shown part of the area hatched in Brown checks Colour on the architectural floor plan already annexed hereto and marked with letter "A-9" at Fourth Floor.

G. TOILETS

The common toilets forming part of the Limited Common Areas and Facilities in the Proposed Commercial Building are as under:

- i. Toilet admeasuring 15.44 Sq. Mtrs. shown part of the areas hatched by Dark Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-3" at Basement Floor.
- ii. Toilet near Staircase no. 4 admeasuring 57.08 Sq. Mtrs. shown part of the areas hatched by Dark Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-4" at Lower Ground Floor.
- iii. Toilet No.2 near AHU Room 1 and Toilet no. 3 near Staircase no. 4 admeasuring 55.75 Sq. Mtrs. and 39.73 Sq. Mtrs. shown part of the areas hatched by Dark Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-5" at Ground Floor.
- iv. Toilet No. 3 near AHU Room 1 and Toilet no. 4 near Service Staircase admeasuring 39.73 Sq. Mtrs. and 52.89 Sq. Mtrs. shown part of the areas hatched by Dark Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-6" at First Floor.
- v. Toilet no. 3 near AHU Room 1 and Toilet no. 5 near Service Staircase admeasuring 39.73 Sq. Mtrs. and 48.97 Sq. Mtrs., shown part of the areas hatched by Dark Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-7" at Second Floor.
- vi. Toilet no. 3 near AHU Room 1 and Toilet no. 6 admeasuring 39.73 Sq. Mtrs. and 49.58 Sq. Mtrs., shown part of the areas hatched by Dark Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-8" at Third Floor.
- vii. Toilet no. 3 near AHU Room 1 and Toilet no. 6 admeasuring 39.73 Sq. Mtrs. and 49.58 Sq. Mtrs., shown part of the areas hatched by Dark Blue Colour on the architectural floor plan already annexed hereto and marked with letter "A-9" at Fourth Floor.

H. COMMON AREA PASSAGES:

The passages forming part of the Common Areas and Facilities in the Proposed Commercial Building are as under: -

- i. Common Area Passage, admeasuring 2086.82 sq. mtrs., shown on the plan thereof, already annexed hereto and marked with letter "A-4"



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- and hatched and criss crossed by Brown colour on Lower Ground Floor.
- ii. Common Area Passage, admeasuring 1894.51 sq. mtrs., shown on the plan thereof, already annexed hereto and marked with letter "A-5" and hatched and criss crossed by Brown colour on Ground Floor.
 - iii. Common Area Passage, admeasuring 1634.75 sq. mtrs., shown on the plan thereof, already annexed hereto and marked with letter "A-6" and hatched and criss crossed by Brown colour on First Floor.
 - iv. Common Area Passage, admeasuring 1830.48 sq. mtrs. shown on the plan thereof, already annexed hereto and marked with letter "A-7" and hatched and criss crossed by Brown colour on Second Floor.
 - v. Common Area Passage, admeasuring 1060.67 sq. mtrs. shown on the plan thereof, already annexed hereto and marked with letter "A-8" and hatched and criss crossed by Brown colour on Third Floor.
 - vi. Common Area Passage, admeasuring 1035.78 sq. mtrs., shown on the plan thereof, already annexed hereto and marked with letter "A-9" and hatched and criss crossed by Brown colour on Fourth Floor.

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२०२४	I.	GARBAGE ROOM:

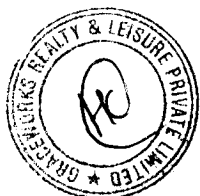
One Garbage Room forming part of the Common Areas and Facilities in the Proposed Commercial Building near Service Staircase admeasuring 7.82 Sq. Mtrs., shown part of the areas hatched by Dark Pink Colour on the architectural floor plan already annexed hereto and marked with letter "A-5" at Ground Floor.

J. ATRIUM:

- i. Atrium No. 1 and Atrium No. 3 admeasuring 47.53 sq. mtrs. and 100.49 sq. mtrs. shown on the architectural floor plan already annexed hereto and marked with letter "A-5" at Ground Floor.
- ii. Atrium No. 2 and Atrium No. 3 admeasuring 652.59 sq. mtrs. and 102.44 sq. mtrs. shown on the architectural floor plan already annexed hereto and marked with letter "A-6" at First Floor.
- iii. Atrium No. 2 admeasuring 652.59 sq. mtrs. shown on the architectural floor plan already annexed hereto and marked with letter "A-7" at Second Floor.
- iv. Atrium No. 2 and Atrium No. 4 admeasuring 652.59 sq. mtrs. and 86.96 sq. mtrs. shown on the architectural floor plan already annexed hereto and marked with letter "A-8" at Third Floor.
- v. Atrium No. 2 admeasuring 652.59 sq. mtrs. shown on the architectural floor plan already annexed hereto and marked with letter "A-9" at Fourth Floor.

K. OTHER SERVICES:

- i. STP, Electrical Panel Room, DG Generator Room, etc. admeasuring 375.15 sq. mtrs. shown on the architectural floor plan already annexed hereto and marked with letter "A-3" at Basement.
- ii. STP, Electrical Panel Room, DG Generator Room, etc. admeasuring 854.95 sq. mtrs. shown on the architectural floor plan



S. Muralidhar

already annexed hereto and marked with letter "A-4" at Lower Ground Floor.

[NOTE: The Architectural plans annexed to this Agreement for the purpose of depicting the common areas on each level of the said Building refer to Basement-2 as Basement floor and Basement -1 as Lower Ground floor.]

THE FOURTH SCHEDULE ABOVE REFERRED TO

LIST OF EXPENSES, MUNICIPAL TAXES ETC.

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1. Deposits for the said Building's, water-meter, electric-meter, sewer line, etc.
2. Municipal and other taxes such as water charges bills, electricity charges bill cess, levy and revenue N.A.taxes, etc.
3. Insurance of the said Building.
4. All costs, charges, expenses and fees on the basis of costs plus 20% Remuneration charges as may be determined by the Promoters to be incurred towards furnishing, refurbishing, replacing any equipment as also for managing, administering and controlling recreation areas, if any.

THE FIFTH SCHEDULE ABOVE REFERRED TO

COMMON ROADS & DRIVEWAYS

There are various roads and drive-ways on the Larger Property which may be for the exclusive use of either Offbeat or the Promoters and their employees, visitors, customers, etc or dedicated for the common use of Offbeat and the Promoters. Hereinbelow described are only those roads and drive-ways which are being shared between Offbeat and the Promoters in common. This schedule pertains only to the roads and driveways described below (herein collectively referred to as "**Common Roads & Drive-Ways**") and to no other roads and driveways on the Larger Property.

- a. The driveway on the Promoters Property hatched in yellow color and marked Road-G1 on the plan annexed hereto at **Annexure-G** (hereinafter referred to as "**Road-G1**") has been dedicated for the common use of Offbeat and the Promoters in accordance with the provisions in the Inter-se Agreement.
- b. The driveway on Promoters Property hatched in light blue color and marked Road-G2 on the plan annexed hereto at **Annexure-G** (hereinafter referred to as "**Road-G2**") has been dedicated for the common use of Offbeat and the Promoters in accordance with the provisions in the Inter-se Agreement.

THE SIXTH SCHEDULE ABOVE REFERRED TO

COMMON INFRASTRUCTURE

Offbeat has developed and installed certain infrastructure at various locations on the Larger Property which may be used/shared by Offbeat and the Promoters on the terms and conditions that shall be described in the Inter-se



S. Mahalingam

Agreement. This schedule pertains only to the infrastructure described below (herein collectively referred to as "**Common Infrastructure**") and to no other infrastructure on the Larger Property:-

a) **Diesel Generator (DG) Set:-** Offbeat has developed and installed at its cost a DG set in a portion of the Mall and Multiplex Building at Basement-II & Basement-I floors, which is depicted in dark blue hatch over cream color on the architectural plan annexed hereto and marked **Annexure-B1** and **Annexure-B2**. The DG set will be shared between Offbeat and the Promoters for their respective developments subject to the terms and conditions that shall be described in the Inter-se Agreement.

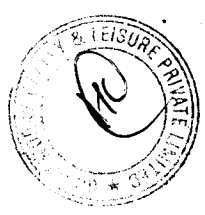
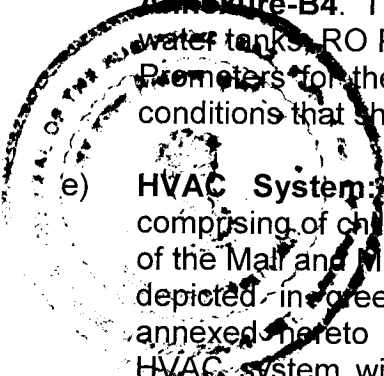
b) **Electrical Server Room:-** Offbeat has developed and constructed at its cost an Electrical Server Room which is partly situated in a portion of the Mall and Multiplex Building and partly in a portion of Phoenix Paragon Plaza at Basement-I floor, which portion is depicted in yellow hatch over dark blue color on the architectural plan annexed hereto and marked **Annexure-B4**. The Electrical Server Room comprises of equipments and installations that are used for supply of electricity to the respective consumption points. The electrical server room and equipment installed therein will therefore be shared between Offbeat and the Promoters for their respective developments subject to the terms and conditions that shall be described in the Inter-se Agreement.

c) **Sewage Treatment Plant (STP):-** Offbeat has constructed at its cost an STP in a portion of the Mall and Multiplex Building at Basement-II floor, which portion is depicted in brown hatch over light green color on the architectural plan annexed hereto and marked **Annexure-B1**. The STP will be shared between Offbeat and the Promoters for their respective developments subject to the terms and conditions that shall be described in the Inter-se Agreement.

d) **Water Treatment Plant (WTP):-** Offbeat has constructed at its cost a WTP in a portion of the Promoters Property at Basement-II & Basement-I floor, which portion is depicted in pink hatch over water green color on the architectural plan annexed hereto and marked **Annexure-B3** & **Annexure-B4**. The WTP consists of fire tanks, raw water tanks, soft water tanks, RO Plant. The WTP will be shared between Offbeat and the Promoters for their respective developments subject to the terms and conditions that shall be described in the Inter-se Agreement.

e) **HVAC System:-** Offbeat has installed at its cost HVAC System comprising of chiller Plant, cooling tower, pumps etc. at various locations of the Mall and Multiplex Building at Basement-I and First floor which are depicted in green hatch over pink color on the architectural plan annexed hereto and marked **Annexure-B2** and **Annexure-B5**. The HVAC system will be shared between Offbeat and the Promoters for their respective developments subject to the terms and conditions that shall be described in the Inter-se Agreement.

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

SIGNED SEALED AND DELIVERED)
 By the within named PROMOTERS)
GRACEWORKS REALTY & LEISURE)
PRIVATE LIMITED, through its)
 Authorized Signatory *Ms. Hetal Khinasia*)
 in the presence of...

1. *[Signature]* (VIVEK TAUBE)
2. *R. Palanivel*
(PALANIVELU RATHINAM)

<i>Khinasia</i> 	
Full signature & Left Thumb impression	Photograph

SIGNED SEALED AND DELIVERED)
 by the within named PURCHASER)

MR. MARIMUTHU SUBBAIAH



<i>J. marimuthu</i> 	
Full signature & Left Thumb impression	Photograph

in the presence of...

1. *[Signature]* (VIVEK TAUBE)
2. *R. Palanivel* (PALANIVELU RATHINAM)

RECEIVED of and from the above-named Purchaser a sum of Rs.5,77,771/- (Rupees Five Lakhs Seventy Seven Thousand Seven Hundred and Seventy One Only) being the amount above mentioned paid by him to us

...Rs. 5,77,771/-

WITNESSES:

WE SAY RECEIVED:
 FOR GRACEWORKS REALTY & LEISURE
 PRIVATE LIMITED,



Khinasia
 Authorized Signatory
 (Promoters)

J. marimuthu

LIST OF ANNEXURES

Annexure	Description
A (Collectively)	Architectural Plans and Explanatory Notes: 1. Explanatory Notes to the architectural Layout plan of the Larger Property 2. Architectural Layout plan of the Larger Property 3. A3-A9- Architectural floor plans from Basement floor to Fourth floor
B1, B5	Common Infrastructure plans on Offbeat and Graceworks Property
C	Property Register Card of the Promoters Property
D	Title Report
E	Architectural Floor plan of the said Premises
F (Collectively)	1. Intimation of Disapproval dated 14 th February, 2007 2. Amended building plan approval letter dated 23 rd December, 2011 3. Amended approved Layout plan dated 10 th December, 2012 4. Approved plan of the floor where the said Premises is situated 5. Copy of the commencement certificate
G	Common Roads and Drive-Ways on Graceworks Property

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(H)
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GRACEWORKS REALTY & LEISURE PRIVATE LIMITED

Registered Office: Phoenix Mills Premises, 462 Senapati Bapat Marg, Lower Parel, Mumbai - 400013

CIN: U72900MH2000PTC126232, Tel: 022-30016600, Fax: 022-30016818

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF GRACEWORKS REALTY & LEISURE PRIVATE LIMITED AT THEIR MEETING HELD ON 5TH FEBRUARY, 2015

"RESOLVED THAT superseding all the earlier resolutions passed in this regard, any one of Mr. Amit Sathe, Mr. Santosh Nair, Mr. Pramod Irawati, Mr. Durgesh Vazare, Ms. Yasmeen Karanjia or Ms. Hetal Khimasia, authorised signatories of the Company, be and are hereby severally authorised to negotiate, finalise the terms and conditions and execute on behalf of the Company, Letter of intents (LOIs), Term Sheets, No objection certificates (NOCs), Agreements for Sale, Agency Agreements, Leave and License Agreements, Agreements for Lease, Lease Deed and any other documents, as may be required, in connection with the proposed sale/lease of built-up offices/retail shops in the building to be known as "Phoenix Paragon Plaza" situate at Kurla - West, Mumbai.

RESOLVED FURTHER THAT Mr. Amit Sathe, Mr. Santosh Nair, Mr. Pramod Irawati, Mr. Durgesh Vazare, Ms. Yasmeen Karanjia or Ms. Hetal Khimasia, authorised signatories of the Company, be and are hereby severally authorized to present and lodge in the office of the Sub-Registrar of Assurances or such other registering authorities for registering the documents executed in this regard, on behalf of the Company and to appear before him to admit the execution thereof and to appear before any such statutory Government Authorities, if necessary, and to do all such acts, deeds and things as may be required to give effect to the Resolution.

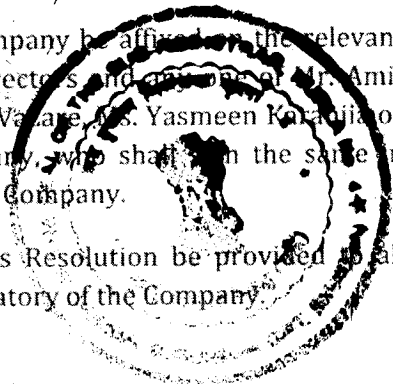
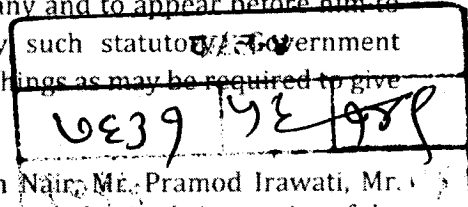
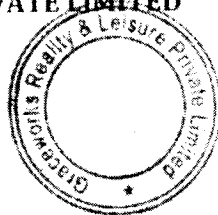
RESOLVED FURTHER THAT Mr. Amit Sathe, Mr. Santosh Nair, Mr. Pramod Irawati, Mr. Durgesh Vazare, Ms. Yasmeen Karanjia or Ms. Hetal Khimasia, authorised signatories of the Company, be and are hereby severally authorized to execute Power of Attorney and /or issue letter(s) of authority thereby delegating, empowering and authorizing any employee of the Company or any other person to do any or all of the acts, deeds and exercise Powers as are envisaged in the Resolution.

RESOLVED FURTHER THAT the Common Seal of the company be affixed on the relevant documents, if required, in presence of any one of the Directors and any one of Mr. Amit Sathe, Mr. Santosh Nair, Mr. Pramod Irawati, Mr. Durgesh Vazare, Ms. Yasmeen Karanjia or Ms. Hetal Khimasia, authorised signatories of the Company, who shall in the same token thereof, pursuant to the Articles of Association of the Company.

RESOLVED FURTHER THAT a certified copy(ies) of this Resolution be provided to all concerned under the hand of a Director or Authorised Signatory of the Company.

For GRACEWORKS REALTY & LEISURE PRIVATE LIMITED

DIRECTOR/AUTHORISED SIGNATORY



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MUNICIPAL CORPORATION OF GREATER MUMBAI

No.CE/3178/BPES /AL 22 SEP 2014

To,

Graceworks Realty and Leisure Pvt.Ltd.
Shree Laxmi Woolen Mills Estate,
R.R. Hosiery Building, Gr.floor,
Opp. Shakti Mills, Dr.E.Moses Road,
Mahalaxmi, Mumbai-400011

Sub: Full occupation to the commercial building on Sub Plot B, bearing
C.T.S.No.124B, village Kurla II, L.B.S.Marg, Kurla(West),Mumbai

Sir,

The full development work of building comprising of basement level 2 for parking + basement level 1st to 2nd floors for shopping + 3rd & 4th upper floors for office on plot bearing C.T.S.No.124B, village Kurla II, L.B.S.Marg, Kurla(West) is completed under the supervision of Licensed Surveyor Shri. B.S.Joshi, having License No. CA/87/10416 and License Structural Engineer Shri Umesh Joshi having License No. STR/1/26 may be occupied on the following conditions.

1. That the certificate under Section 270-A of B.M.C. Act shall be submitted within 3 months or B.C.C. whichever is earlier

One set of certified completions plans is hereby returned in the token of Municipal approval.

Note : This permission is issued without prejudice to actions under Sections 305, 353-A of Mumbai Municipal corporation Act.

Yours faithfully,

Shendy
03/9/14
Executive Engineer
(Building Proposal) E.S.I

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करत-४		
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ANNEXURE - A-1 EXPLANATORY NOTES TO THE ARCHITECTURAL LAYOUT PLAN OF THE LARGER PROPERTY

- a. The Architectural Layout plan firstly identifies the land parcels belonging to the Promoters and Offbeat.
- The land area admeasuring 14745.00 sq.mtrs. bounded in dark blue color on the architectural Layout plan bearing CTS No 124/B is owned by the Promoters.
 - The land area admeasuring 74546.67 sq.mtrs. bounded in orange color on the architectural Layout Plan bearing CTS No 124/A is owned by Offbeat.
 - The Land area admeasuring 9971.53 sq.mtrs. bounded in Dark Green color shown on the architectural Layout Plan has been earmarked as reservation for Recreation Ground bearing CTS No 124/C , which portion shall be handed over to MCGM.
 - The Land area admeasuring 1350 sq.mtrs. bounded in magenta color shown on the architectural Layout Plan has been earmarked as Transport Garage bearing CTS No 124/D , which portion shall be handed over to MCGM.
 - The Land area admeasuring 94.50 sq.mtrs. bounded in Cyan color shown on the architectural Layout Plan has been earmarked as Transport Garage bearing CTS No 124/E , which portion shall be handed over to MCGM.

- b. The building being constructed by the Promoters on its property is denoted as Phoenix Bazaar on the Architectural Layout Plan Bounded in Green colour .

- c. The buildings constructed/under construction by Offbeat on its property are described as under

- i. The Centrium building line is shown on the Architectural Layout plan Bounded in Red colour (The Centrium). The same line also indicates the land area which shall be the land area admeasuring 6593.58 sq.mtrs. wherein the apartment owner in The Centrium shall be given proportionate leasehold right.
- ii. Mall and Multiplex building is shown in the Architectural Layout plan bounded in Dark Blue colour (Mall and Multiplex building).
- iii. Proposed Office/commercial building presently under construction by Offbeat (Orion Park) shown in the architectural layout plan bounded in purple colour.

- d. Roads and Driveways

- i. Road marked Road - O1 in the architectural layout plan and bounded in Brown colour within the property belonging to Offbeat is intended to be used for vehicular and people access (ingress and egress) to :

. The mall and multiplex building .

. DSS of power supply company

. Transport garage (plot D)

. Recreation ground plot (plot C)

. Proposed amenities parking at basement 2 level of the mall and multiplex building to be handed over to

Ramps constructed by and under perpetual ownership of Offbeat leading to basements of mall and multiplex building.

ii. Road marked as Road - O2 in the architectural layout plan and bounded in Black colour within the property belonging to Offbeat connects various developments on the Offbeat property to the common road on the Promoters property which shall be intended to be used for vehicular and people access (ingress and egress) to :

. Mall and Multiplex building.

. DSS of power supply company

. Recreation ground (plot C).

. Orion Park

iii. Common roads and Drive ways.

> Road marked as Road - G1 in the architectural layout plan and bounded in Yellow colour within the property belonging to the promoters is intended to be used for vehicular and people access (ingress and egress) to :

. Phoenix Bazaar

. Mall and Multiplex building.

. DSS of power supply company

. Recreation ground (plot C).

. Orion Park.

The promoters granted a right of way in perpetuity to Offbeat to use the roads marked Road - G1 and Road - G2 for access to various developments on its property.

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> Road marked as Road - G2 in the architectural layout plan and bounded in Light Blue colour within the property belonging to the promoters is intended to be used for vehicular and people access (ingress and egress) to :

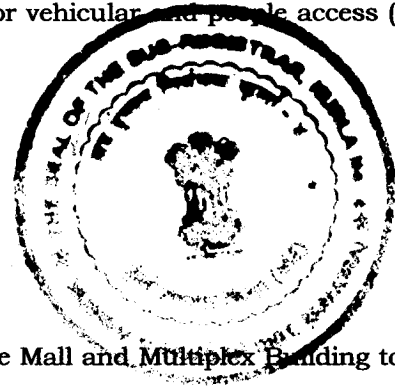
- . Phoenix Bazaar
- . Mall and Multiplex building.
- . DSS of power supply company
- . Recreation ground (plot C).
- . Orion Park.

e. Gates:

> Entry / Exit gate-1 will be the entry into the property for vehicular and people access (ingress and egress) to:

ENTRY / EXIT
GATE -1

- i. Mall and Multiplex building
- ii. DSS of power supply company
- iii. Transport garage (Plot F)
- iv. RG plot (Plot C)
- v. Proposed amenities parking at Basement-2 level of the Mall and Multiplex Building to be handed over to MCGM.
- vi. Ramps constructed by and under perpetual ownership of Promoters leading to Basements of the Mall and Multiplex building.



ENTRY / EXIT
GATE -3 & 4

> Entry / Exit Gate 3 & 4 are for access to the Promoters plot. However, Promoters have granted Offbeat permission for the use of these gates for people and vehicular access (ingress and egress) exclusively to:

- i. Mall and Multiplex building
- ii. DSS of power supply company
- iii. RG plot (Plot C)

f. Building Entrances:

> Building Entrance for the Phoenix Bazaar Building.



Annexure - A2

10 % Additional RG PLOT
9871.53 SQ. MTS.
(TO BE HANDED OVER TO M.C.G.M.)
PLOT - C

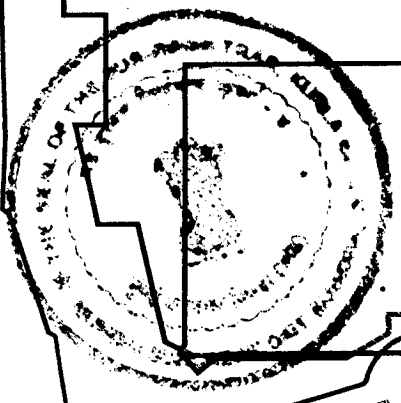
PLOT - A
ORION PARK

PLOT - A
MALL & MULTIPLEX BUILDING

PLOT - B
PHOENIX BAZAAR

THE CENTRUM BUILDING

PLOT - D
TA. ORCHARD
1362/20 SQ.M.



Handwritten notes and signatures in a box, including the number '6839' and a signature.

Road - O2

Road - G2

Road - G1

Road - O1

Road - O1

18.30 M. W.D.P. ROAD

LAYOUT PLAN
SCALE - 1:1,250

Entry / Exit gate no. 3

30.50 M. WIDE L. B. S. MARG

Entry / Exit gate no. 4

Entry / Exit gate no. 1

12M WIDE INTERNAL ROAD
RIGHT OF WAY TO OFFBEAT

12M WIDE INTERNAL ROAD
RIGHT OF WAY TO OFFBEAT

DISCLAIMER

This architectural plan is only illustrative in nature, not to scale and is subject to change. This is not a sanctioned plan and is not in any way binding on the promoters. A prospective purchaser of office unit(s) should not rely on or draw any conclusion from this plan and will do so at his own risk and

ANNEXURE -A - 1

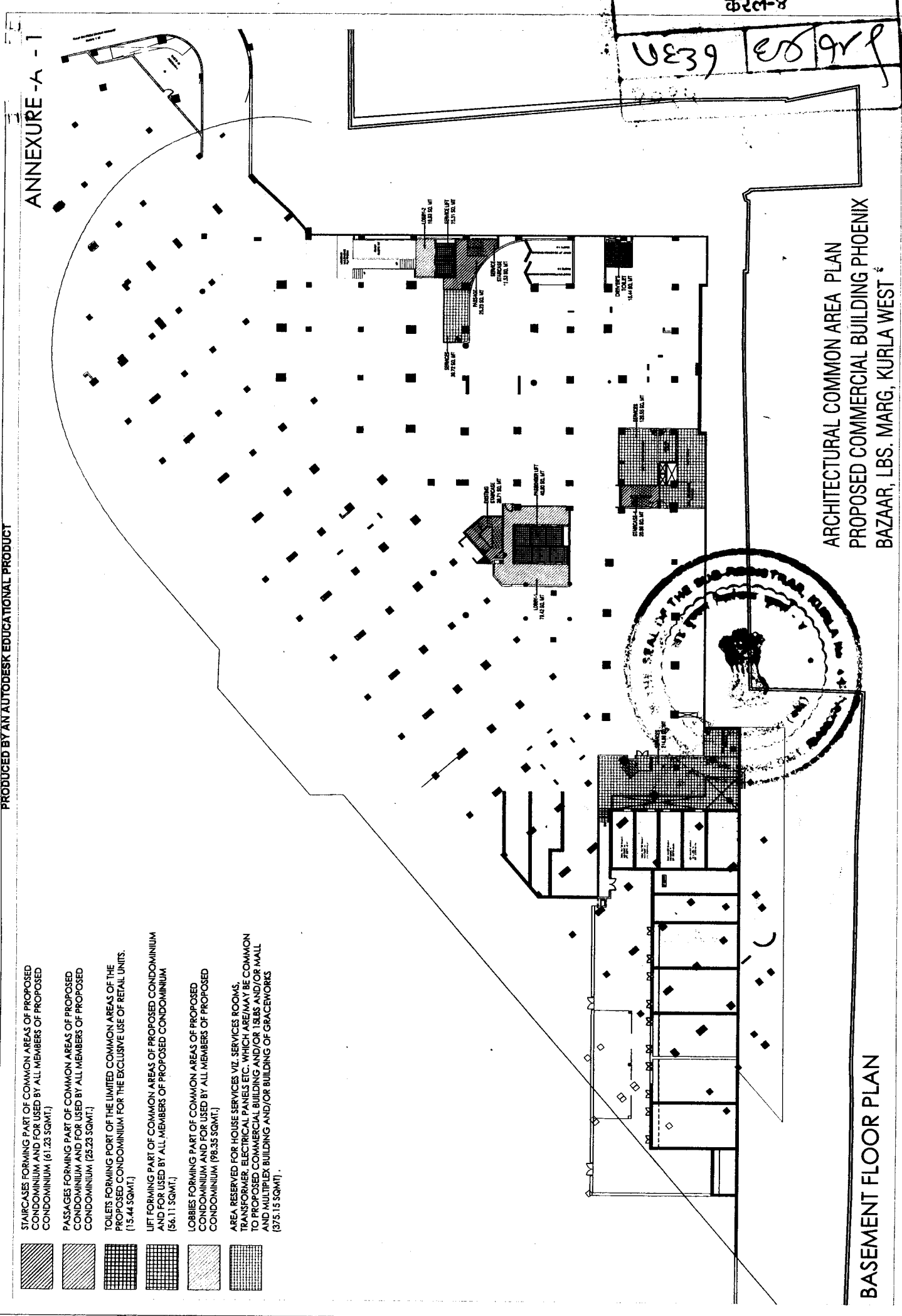
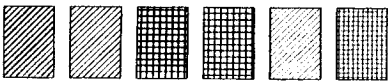
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ARCHITECTURAL COMMON AREA PLAN
PROPOSED COMMERCIAL BUILDING PHOENIX
BAZAAR, LBS. MARG, KURLA WEST

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

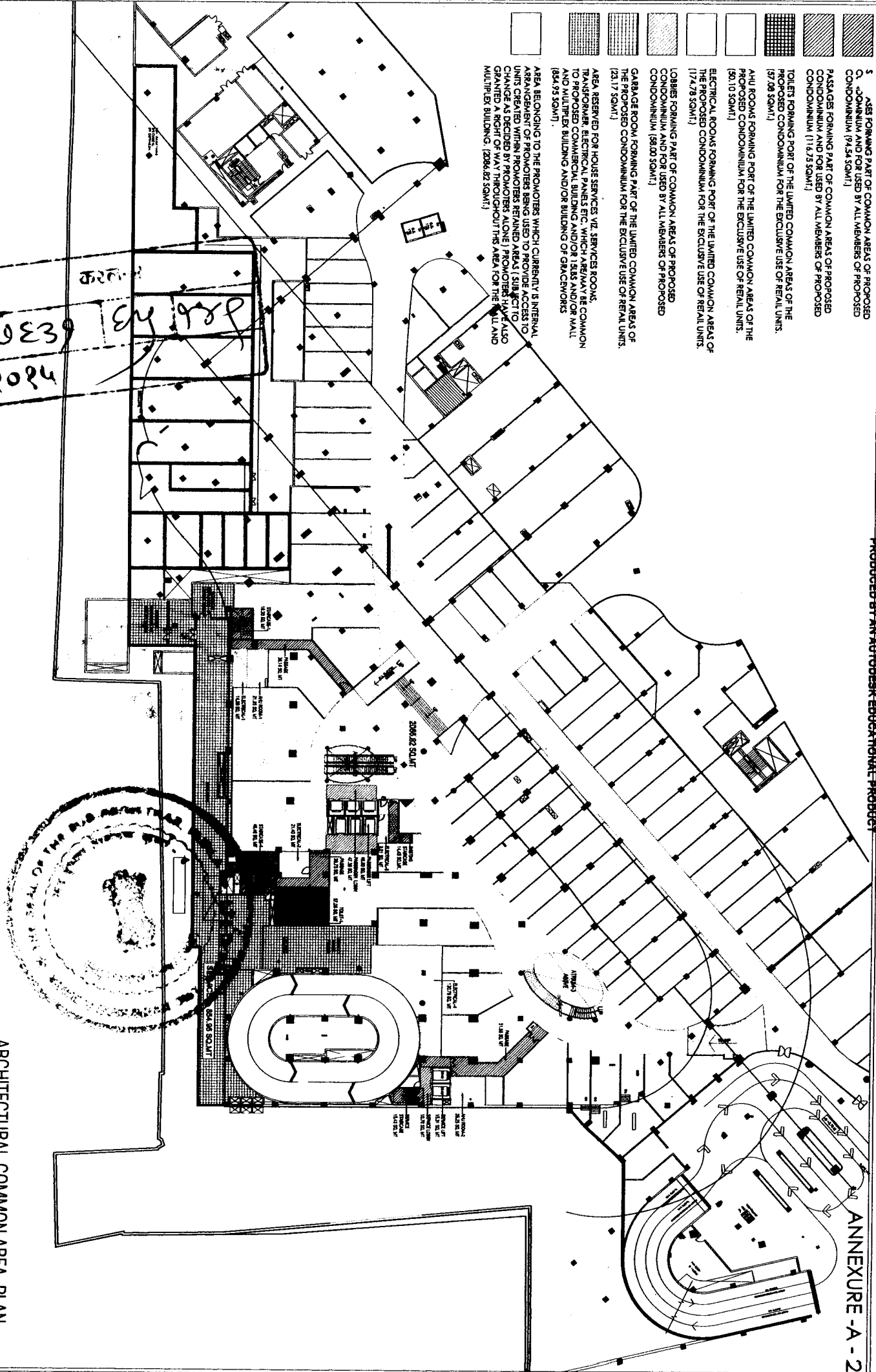
- STAIRCASES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (61.23 SQMT.)
- PASSAGES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (25.23 SQMT.)
- TOILETS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (15.44 SQMT.)
- LIFT FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (36.11 SQMT.)
- LOBBIES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (98.35 SQMT.)
- AREA RESERVED FOR HOUSE SERVICES VIZ. SERVICES ROOMS, TRANSFORMER, ELECTRICAL PANELS ETC. WHICH ARE/MAY BE COMMON TO PROPOSED COMMERCIAL BUILDING AND/OR T1LBS AND/OR MALL AND MULTIPLEX BUILDING AND/OR BUILDING OF GRACEWORKS (375.15 SQMT.)



BASEMENT FLOOR PLAN

- 1. AREA FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM (94.54 SQM²)
- 2. PASSAGES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (114.73 SQM²)
- 3. TOILETS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (97.08 SQM²)
- 4. AVU ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (50.10 SQM²)
- 5. ELECTRICAL ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (174.73 SQM²)
- 6. LOBBIES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM. (58.00 SQM²)
- 7. GARAGE ROOM FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (23.17 SQM²)
- 8. AREA RESERVED FOR HOUSE SERVICES, VIZ. SERVICES ROOMS, TRANSFORMER, ELECTRICAL PANELS ETC. WHICH ARE/MAY BE COMMON TO PROPOSED COMMERCIAL BUILDING AND/OR 1.5.1.5 AND/OR MAIL AND MULTIPLEX BUILDING AND/OR BUILDING OF GARAGEWORKS (854.95 SQM²)
- 9. AREA BELONGING TO THE PROMOTERS WHICH CURRENTLY IS INTERNAL ARRANGEMENT OF PROMOTERS BEING USED TO PROVIDE ACCESS TO UNITS CREATED WITHIN PROMOTERS RETAIL AREA (AREA WHICH IS ALSO GRANTED A RIGHT OF WAY THROUGHOUT THE AREA FOR THE FULL AND MULTIPLEX BUILDING. (2386.82 SQM²)

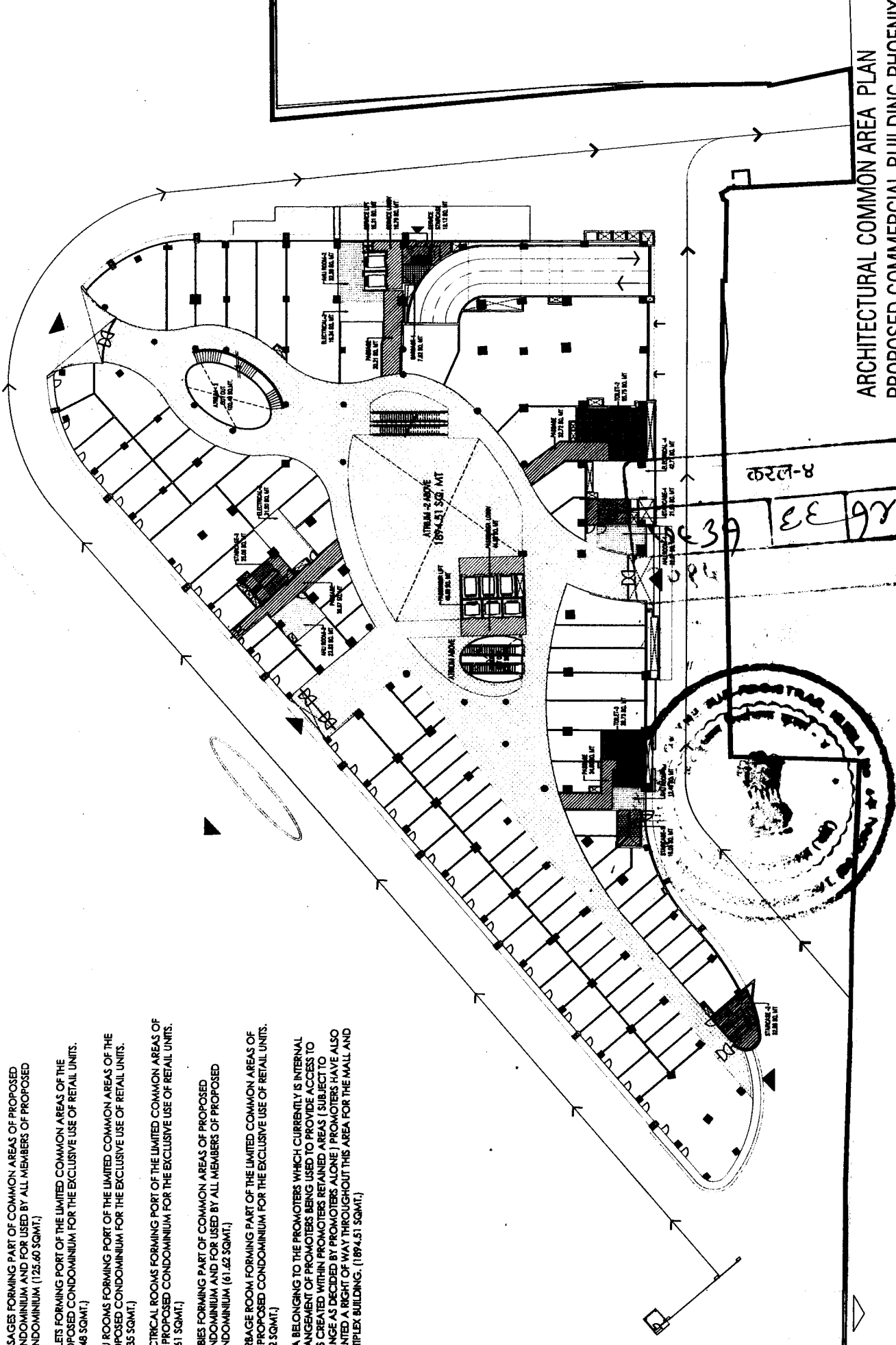
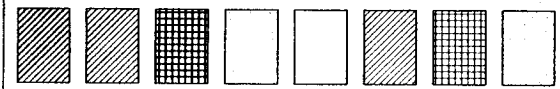
LOWER GROUND FLOOR PLAN



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT








ARCHITECTURAL COMMON AREA PLAN
 PROPOSED COMMERCIAL BUILDING PHOENIX
 BAZAAR, LBS. MARG, KURLA WEST

- STAIRCASES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (114.67 SQMT.)
- PASSAGES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (125.60 SQMT.)
- TOILETS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (95.48 SQMT.)
- AHU ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (91.35 SQMT.)
- ELECTRICAL ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (89.61 SQMT.)
- LOBBIES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (61.42 SQMT.)
- GARAGE ROOM FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (7.82 SQMT.)
- AREA BELONGING TO THE PROMOTERS WHICH CURRENTLY IS INTERNAL ARRANGEMENT OF PROMOTERS BEING USED TO PROVIDE ACCESS TO UNITS CREATED WITHIN PROMOTERS RETAINED AREAS (SUBJECT TO CHANGE AS DECIDED BY PROMOTERS ALONE) PROMOTERS HAVE ALSO GRANTED A RIGHT OF WAY THROUGHOUT THIS AREA FOR THE MALL AND MULTIPLEX BUILDING. (1894.51 SQMT.)



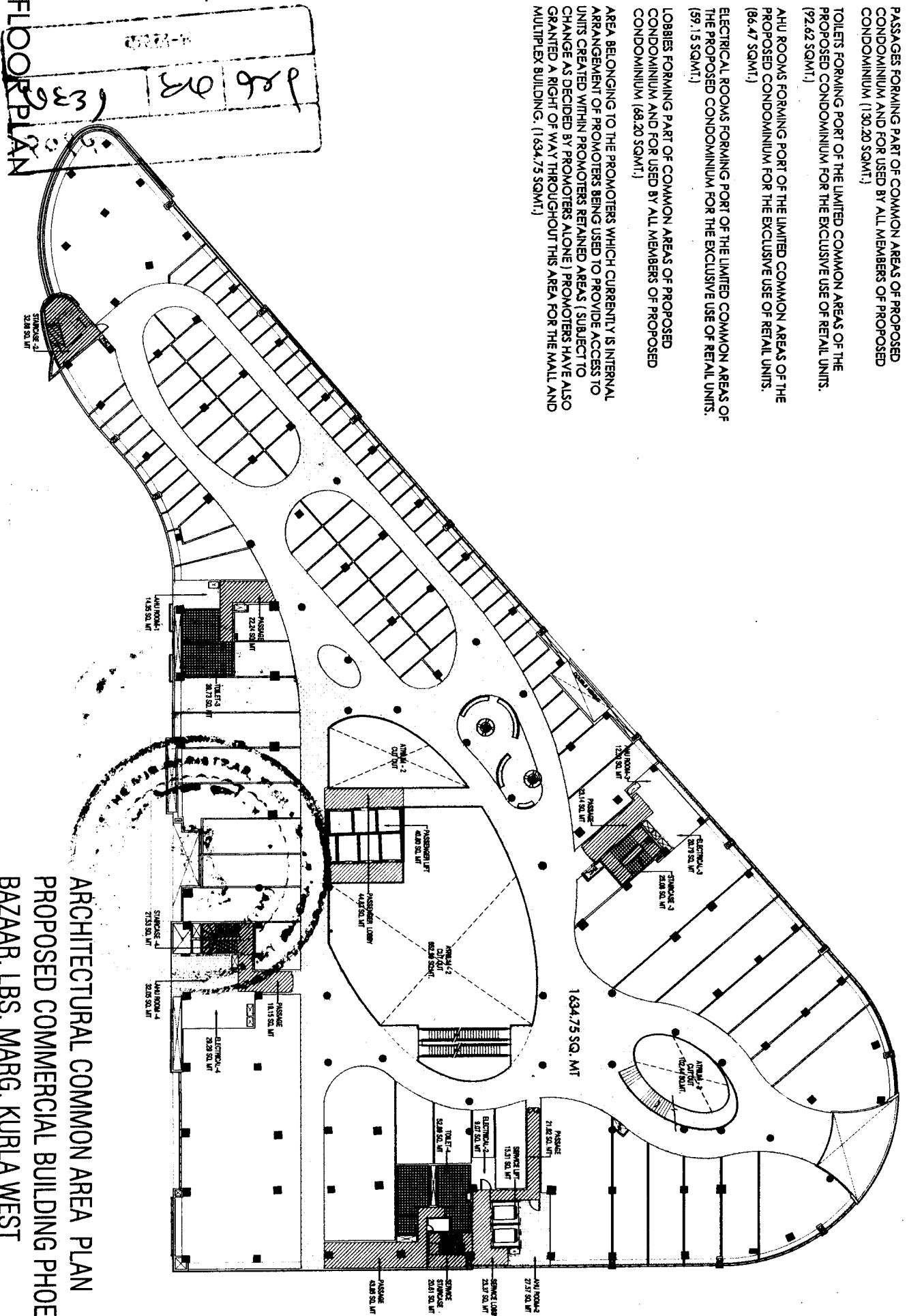
ARCHITECTURAL COMMON AREA PLAN
 PROPOSED COMMERCIAL BUILDING PHOENIX
 BAZAAR, LBS. MARG, KURLA WEST

GROUND FLOOR PLAN

-  Lobbies forming part of common areas of proposed condominium and for used by all members of proposed condominium (99.65 sqmt.)
-  Passages forming part of common areas of proposed condominium and for used by all members of proposed condominium (130.20 sqmt.)
-  Toilets forming part of the limited common areas of the proposed condominium for the exclusive use of retail units. (92.62 sqmt.)
-  AHU rooms forming part of the limited common areas of the proposed condominium for the exclusive use of retail units. (86.47 sqmt.)
-  Electrical rooms forming part of the limited common areas of the proposed condominium for the exclusive use of retail units. (59.15 sqmt.)
-  Lobbies forming part of common areas of proposed condominium and for used by all members of proposed condominium (48.20 sqmt.)
-  Area belonging to the promoters which currently is internal arrangement of promoters being used to provide access to units created within promoters retained areas (subject to change as decided by promoters alone) promoters have also granted a right of way throughout this area for the mall and multiplex building. (1634.75 sqmt.)

ANNEXURE -A-4

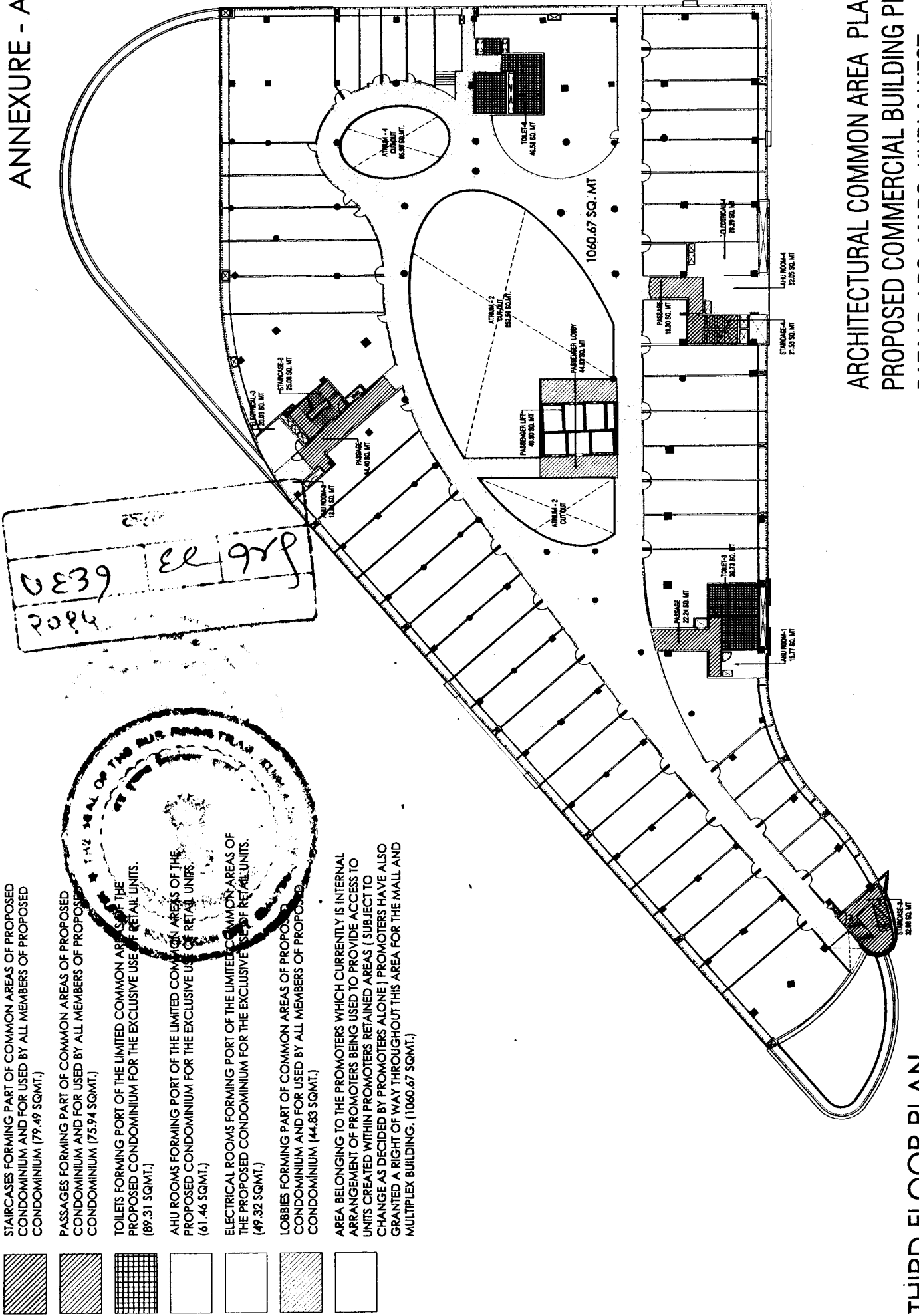
FIRST FLOOR PLAN



ARCHITECTURAL COMMON AREA PLAN
 PROPOSED COMMERCIAL BUILDING PHOENIX
 BAZAAR, LBS. MARG, KURLA WEST

ANNEXURE - A-6

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



STAIRCASES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (79.49 SQMT.)

PASSAGES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (75.94 SQMT.)

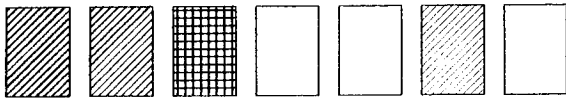
TOILETS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (89.31 SQMT.)

AHU ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (61.44 SQMT.)

ELECTRICAL ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (49.32 SQMT.)

LOBBIES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (44.83 SQMT.)








AREA BELONGING TO THE PROMOTERS WHICH CURRENTLY IS INTERNAL ARRANGEMENT OF PROMOTERS BEING USED TO PROVIDE ACCESS TO UNITS CREATED WITHIN PROMOTERS RETAINED AREAS (SUBJECT TO CHANGE AS DECIDED BY PROMOTERS ALONE) PROMOTERS HAVE ALSO GRANTED A RIGHT OF WAY THROUGHOUT THIS AREA FOR THE MALL AND MULTIPLEX BUILDING. (1060.67 SQMT.)



ARCHITECTURAL COMMON AREA PLAN
 PROPOSED COMMERCIAL BUILDING PHOENIX
 BAZAAR, LBS. MARG, KURLA WEST

THIRD FLOOR PLAN

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

-  STAIRCASES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (79.49 SQMT.)
-  PASSAGES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM AND FOR USED BY ALL MEMBERS OF PROPOSED CONDOMINIUM (68.22 SQMT.)
-  TOILETS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (89.31 SQMT.)
-  AHU ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (72.59 SQMT.)
-  ELECTRICAL ROOMS FORMING PART OF THE LIMITED COMMON AREAS OF THE PROPOSED CONDOMINIUM FOR THE EXCLUSIVE USE OF RETAIL UNITS. (48.82 SQMT.)
-  LOBBIES FORMING PART OF COMMON AREAS OF PROPOSED CONDOMINIUM (44.83 SQMT.)
-  AREA BELONGING TO THE PROMOTERS WHICH CURRENTLY IS INTERNAL ARRANGEMENT OF PROMOTERS BEING USED TO PROVIDE ACCESS TO UNITS CREATED WITHIN PROMOTERS RETAINED AREAS (SUBJECT TO CHANGE AS DECIDED BY PROMOTERS ALONE) PROMOTERS HAVE ALSO GRANTED A RIGHT OF WAY THROUGHOUT THIS AREA FOR THE MALL AND MULTIPLEX BUILDING. (1035.78 SQMT.)

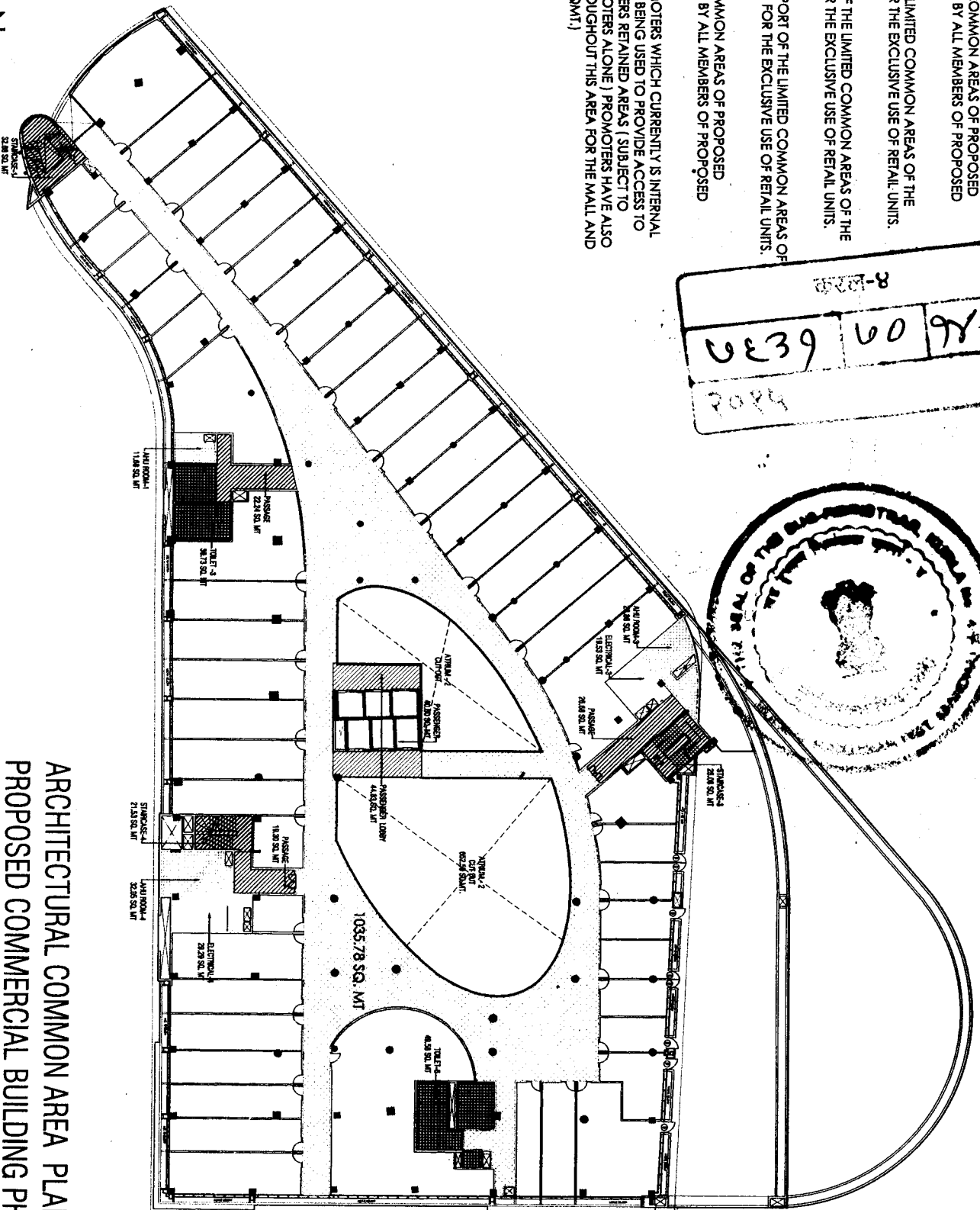
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ANNEXURE-A -7

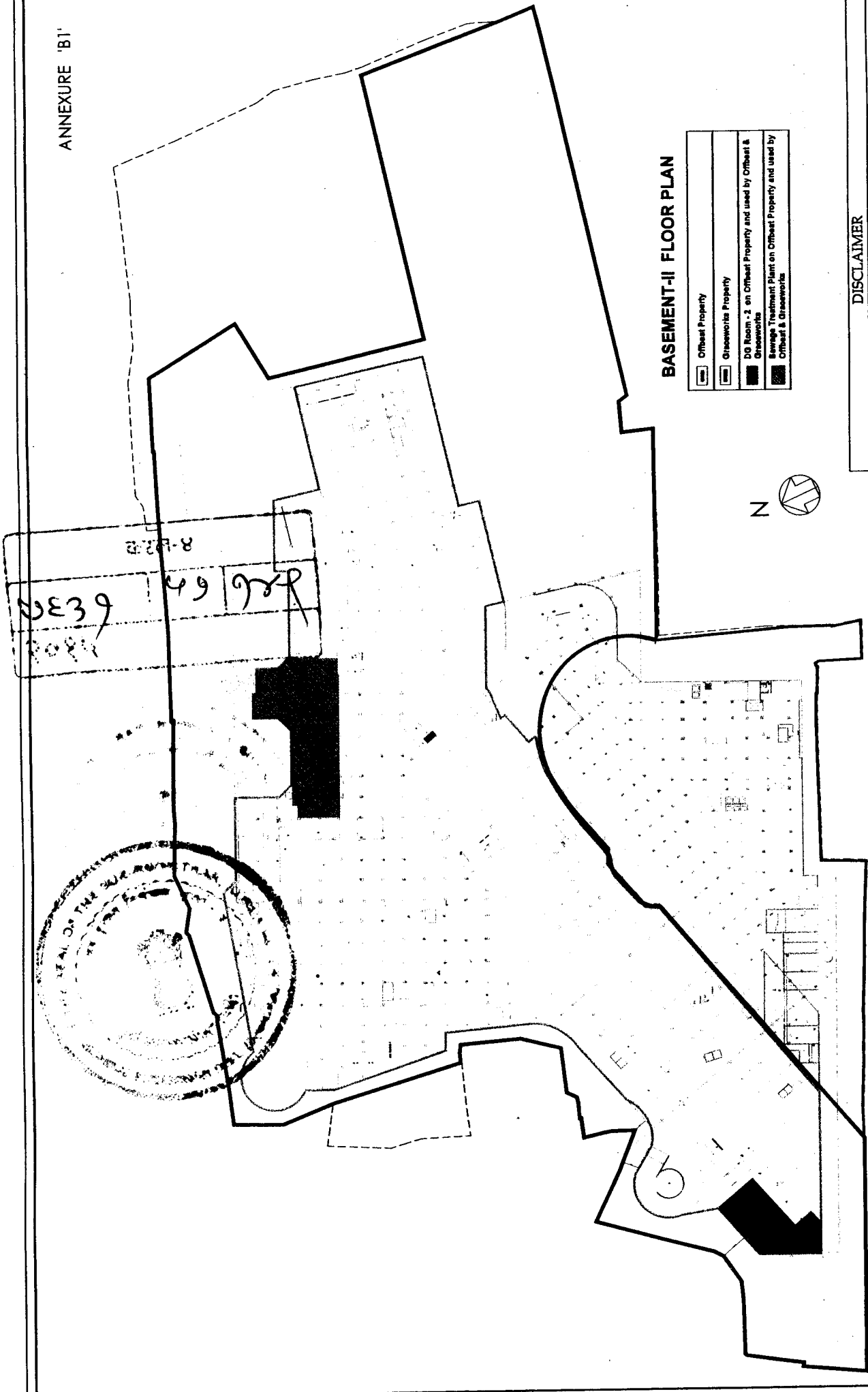
FOURTH FLOOR PLAN



ARCHITECTURAL COMMON AREA PLAN
 PROPOSED COMMERCIAL BUILDING PHOENIX
 BAZAAR, LBS. MARG, KURLA WEST

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

ANNEXURE 'B1'



BASEMENT-II FLOOR PLAN

	Offbeat Property
	Graceworks Property
	DG Room - 2 on Offbeat Property and used by Offbeat & Graceworks
	Sewage Treatment Plant on Offbeat Property and used by Offbeat & Graceworks

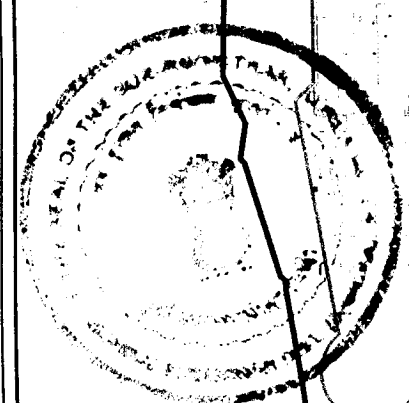


DISCLAIMER

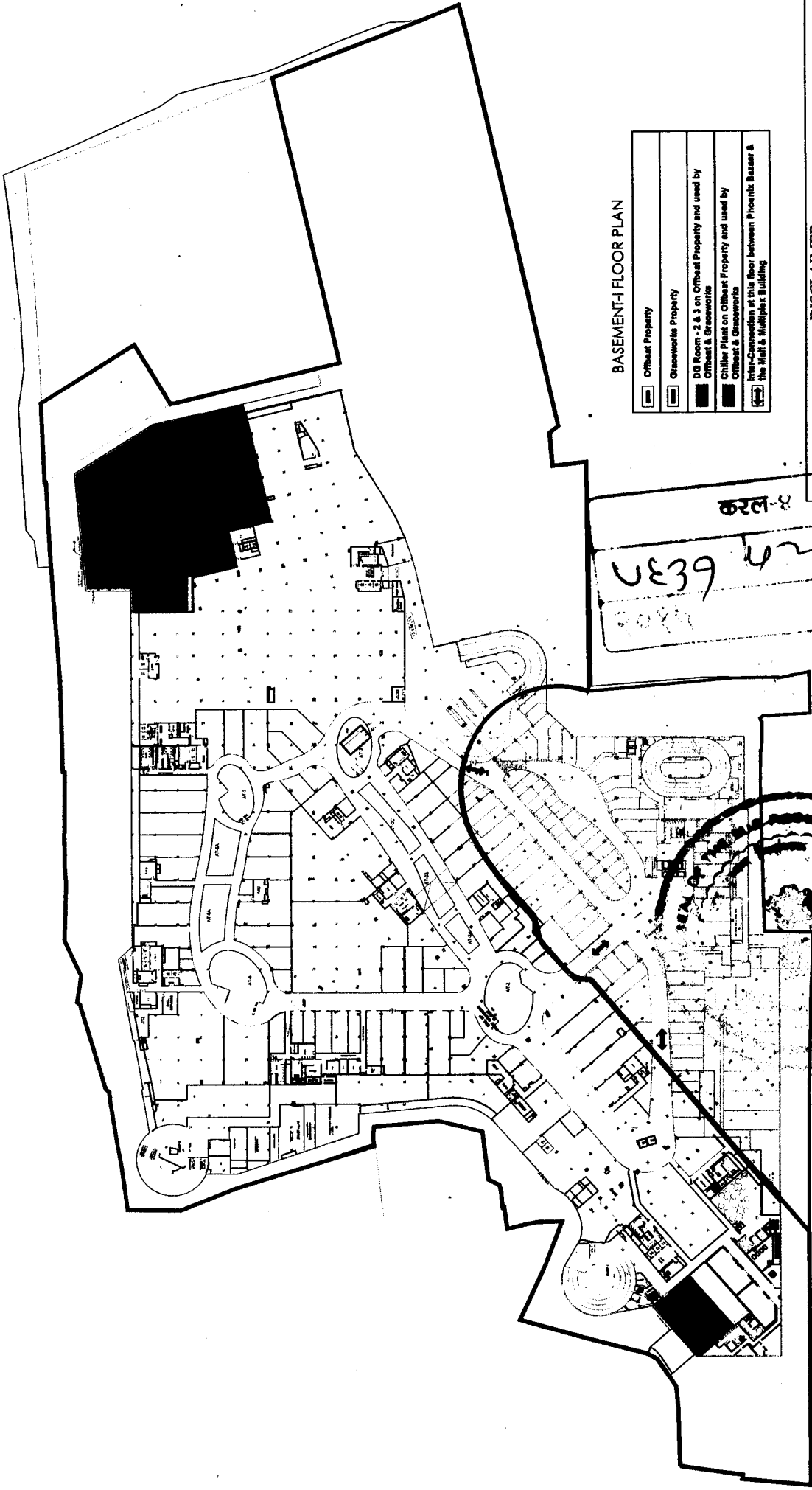
This architectural plan is only illustrative in nature, not to scale and is subject to change. This is not a sanctioned plan and is not in any way binding on the Parties hereto. This plan should not be relied upon for drawing any conclusion and any person doing so will do so at his own risk and cost.

COMMON INFRASTRUCTURE ON OFFBEAT PROPERTY

Handwritten notes and stamps in the top left corner of the plan, including the number '2339' and other illegible markings.



ANNEXURE 'B2'



BASEMENT-FLOOR PLAN

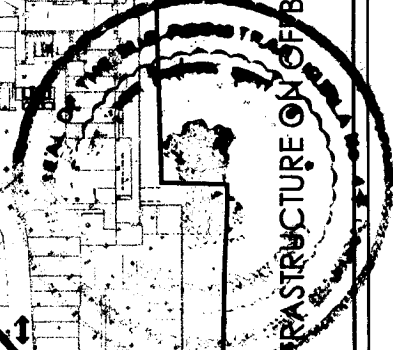
	Offbeat Property
	Greenworks Property
	DO Room - 2 & 3 on Offbeat Property and used by Offbeat & Greenworks
	Chiller Plant on Offbeat Property and used by Offbeat & Greenworks
	Fire-Connection at this floor between Phoenix Basar & The Mall & Multiplex Building

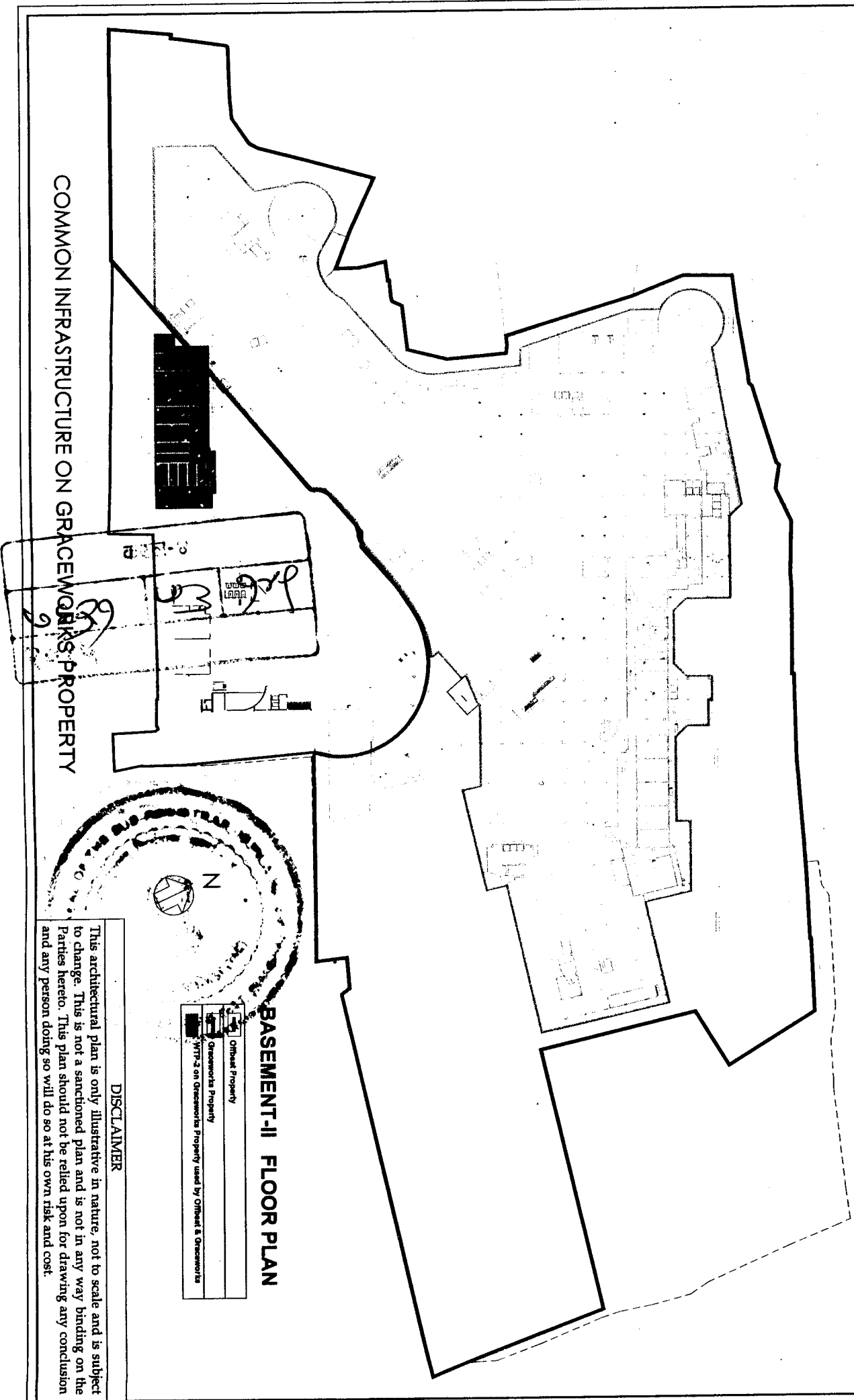
DISCLAIMER

This architectural plan is only illustrative in nature, not to scale and is subject to change. This is not a sanctioned plan and is not in any way binding on the Parties hereto. This plan should not be relied upon for drawing any conclusion and any person doing so will do so at his own risk and cost.

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COMMON INFRASTRUCTURE ON OFFBEAT PROPERTY





BASEMENT-II FLOOR PLAN

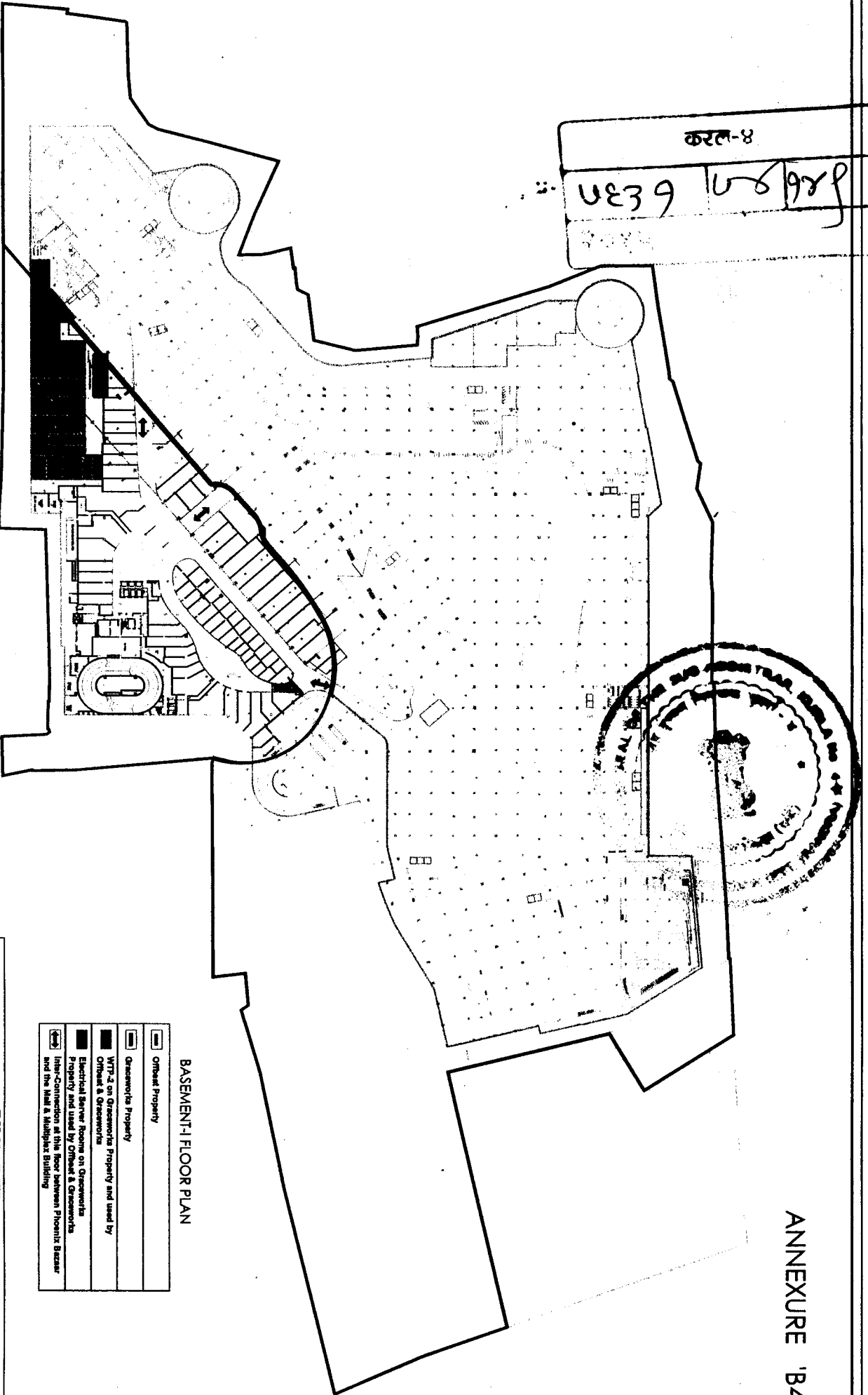
	Ormat Property
	Greenworks Property
	WTP-2 on Greenworks Property used by Ormat & Greenworks

DISCLAIMER

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COMMON INFRASTRUCTURE ON GRACEWORKS PROPERTY

करल-४
०६३९ १०६/१४९



ANNEXURE 'B4'

BASEMENT-FLOOR PLAN

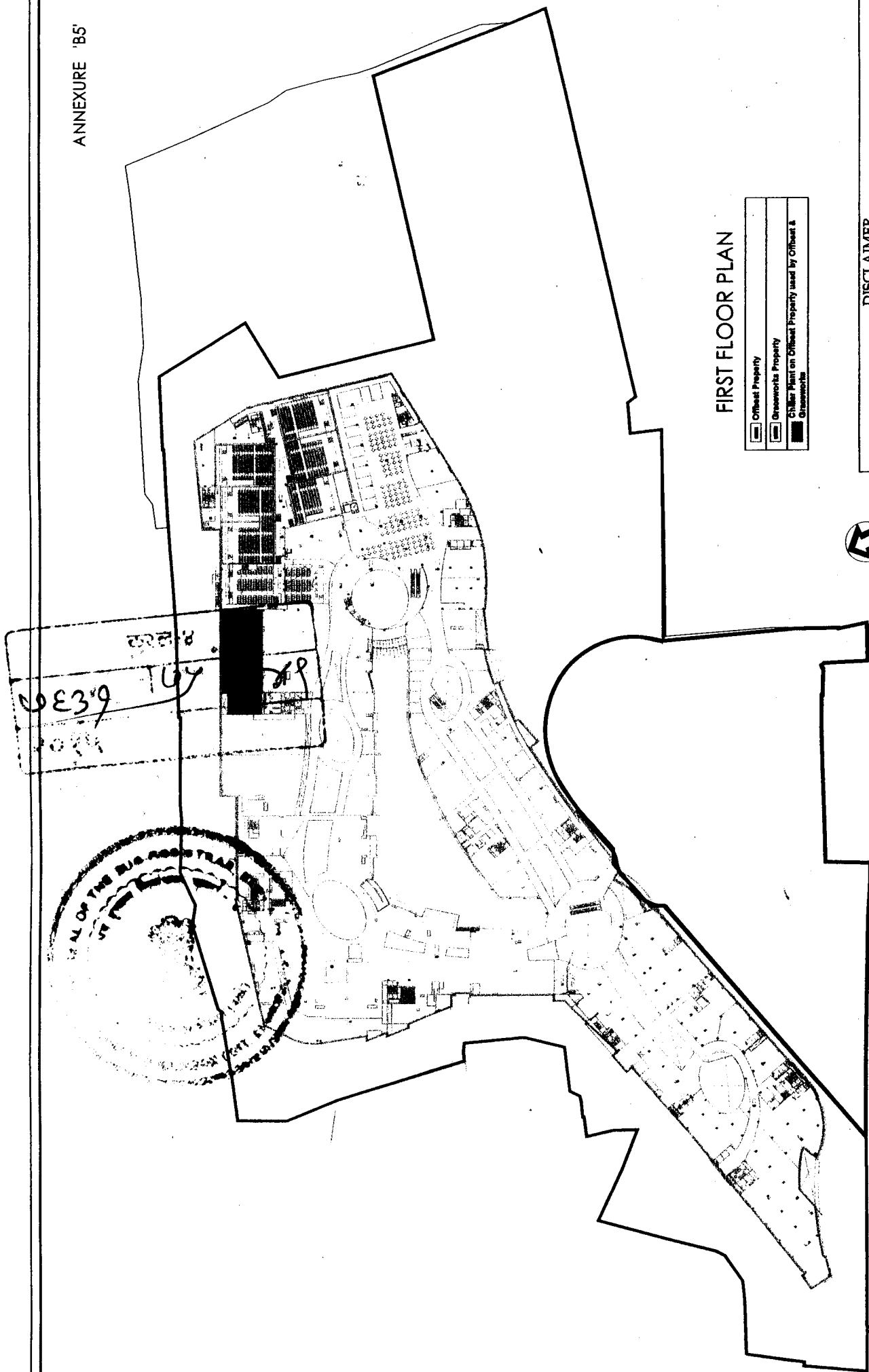
	Orisk Property
	Graceworks Property
	WTP-2 on Graceworks Property and used by Orisk & Graceworks
	Electrical Server Rooms on Graceworks Property and used by Orisk & Graceworks
	Inter-connection at this floor between Picochit Bazaar and the Mall & Multiplex Building

DISCLAIMER

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COMMON INFRASTRUCTURE ON GRACEWORKS PROPERTY

ANNEXURE 'B5'



FIRST FLOOR PLAN

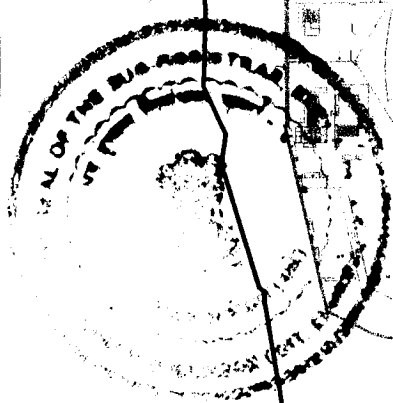
	Offbeat Property
	Greenworks Property
	Chiller Plant on Offbeat Property used by Offbeat & Greenworks

DISCLAIMER

This architectural plan is only illustrative in nature, not to scale and is subject to change. This is not a sanctioned plan and is not in any way binding on the Parties hereto. This plan should not be relied upon for drawing any conclusion and any person doing so will do so at his own risk and cost.



COMMON INFRASTRUCTURE ON OFFBEAT PROPERTY



Handwritten notes in a rectangular box: '10/03/2019', '10/03/2019', and '10/03/2019'.

मालमत्ता पत्रक

विभाग/मोजे -- कुर्ला भाग - २

तालुका/न.भू.मा.का. -- न.भू.अ. कुर्ला

जिल्हा -- मुंबई उपनगर जिल्हा

नाम भूकाल	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनादालेखा अन्वये धारणाधिकार (पत्रावली आणि त्याच्या अन्वये धारणाधिकार)
१२४ब			१४७४५.० चौ.मी	सी	



सुविधाधिकार

दस्तावेजाचा मूळ धारक

पट्टेदार

इतर धार

इतर शर

करत-४

७६३९ ०६९४९

दिनांक	ध्ववहार	खंड क्रमांक	नवीन धारक (धा) मध्येवर (म) किंवा धार (धा)	साक्षात्करण
२२/०१/२००८	मा.जिल्हाधिकारी मुंबई उपनगर यांचेकडील आदेश क्र.सो कार्यारक्षी/प्रो.नि.एस.आर.के.८८४ दि.२६/५/०७ व दिनांक ११/२००८ व इकेडील सो.र.नं.८६/०७ अन्वये व इकेडील आदेश क्र.न.भू.कुर्ला/कुर्ला भाग-२ न.भू.क्र.१२४/०८ दि.२२/१/२००८ चे आदेशान्वये स्वतंत्र भिन्नकृत पत्रिका उपडली. धा. [१] ऑफबीट डेव्हलपर्स प्रा.लि. [२] प्रोसबकंस रिअॅलीटी अँड लिजर प्रा.लि.			के.एस.आर. क्र.२१५ प्रमाणे २२/०१/२००८ न.भू.अ.कुर्ला
३१/०५/२००८	मा. सह द.नि. कुर्ला यांचेकडील दस्त ७५८९ दिनांक २२/१२/०५, दस्त ७३८२/०६ दि.१२.१२.०६ व यावया पत्र दस्त २८८०/०८ दि.२३.०४.२००८ अन्वये तसेच १) ऑफबीट डेव्हलपर्स करीता श्री. जयेश पंडेया २) प्रोसबकंस रिअॅलीटी अँड लिजर्स करीता महेश अय्यर यांचे पत्र दि.२५.०५.२००८ अन्वये ये ऑफ बीट डेव्हलपर्स प्रा.लि. यांचे नांव कमी करून मॅ. प्रोसबकंस रिअॅलीटी अँड लिजर प्रा.लि. यांचे नांव कायम ठेवले.			के.एस.आर. क्र.२२७ प्रमाणे ३१/०५/२००८ न.भू.अ.कुर्ला



न.भू.अ. कुर्ला
मुंबई उपनगर जिल्हा

लगावणी वरगारा -

छोटी नकल -

सह न.भू.अ. कुर्ला
अर्ज क्र. १२९१९१२
न.भू.अ. कुर्ला
दिनांक ३१/०५/२००८
संस्थापक
संपादकी
खरी संपादकी

(Signature)

सिद्धिदायक शुल्क!
संपादकी

Nasikwala Law Office

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advocates & solicitors.

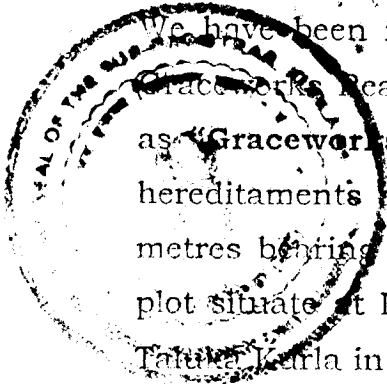
TITLE REPORT

To,
Graceworks Realty & Leisure Private Limited
 Phoenix Mills Compound,
 462, Senapati Bapat Marg,

Lower Parel, Mumbai - 400 013.		
0839	00	988
2024	Re: All that piece or parcel of land or ground hereditaments	

admeasuring 3.64 acres equivalent to 14745 square metres bearing Survey No. 5 A (part) of Kurla (II), C T S No. 124/B plot situate at Lal Bahadur Shastri Marg (LBS Marg), Kurla (West), Taluka Kurla in the Registration District and Sub-District of Mumbai city under "L" Ward of Municipal Corporation of Greater Mumbai together with structure constructed and/or to be constructed thereon ("Graceworks Property").

Sir/s,



We have been requested to give a title report for property of M/s. Graceworks Realty & Leisure Private Limited (hereinafter referred to as "Graceworks") being all that piece or parcel of land or ground hereditaments admeasuring 3.64 Acres equivalent to 14745 square metres bearing Survey No.5 A (part) of Kurla (II), C T S No. 124/B plot situate at Lal Bahadur Shastri Marg (LBS Marg), Kurla (West), Taluka Kurla in the Registration District and Sub-District of Mumbai city under "L" Ward of Municipal Corporation of Greater Mumbai together with structure and/or the structures to be constructed thereon, being the Graceworks Property.

Accordingly, for the purpose of preparing this title report, we have perused copies of the following documents provided by you:

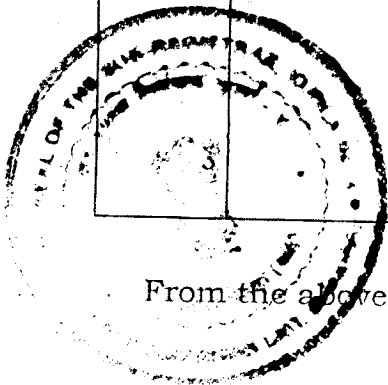
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Sr. No.	Date	Particulars
1.	22 nd December 2005	Deed of Conveyance
2.	10 th May 2006	Common loan Agreement
3.	21 st June 2006	Indenture of Mortgage
4.	7 th November 2006	Deed of Declaration by Offbeat & Graceworks to Mumbai Mahanagar Palika
5.	6 th December 2006	Public Interest Litigation filed in the High Court of Judicature at Bombay by Subhash Jadhav vs. State of Maharashtra Ors. (wherein Mukand Limited is Respondent no. 4)
6.	12 th December 2006	Rectification to Deed of Conveyance dated 22 nd December 2005
7.	26 th September 2007	Order passed by the Collector, Mumbai Suburban district
8.	16 th January 2008	Corrigendum to Collector's Order (dated 26 th September 2007)
9.	9 th April 2008	Indenture of Mortgage
10.	23 rd April 2008	Rectification in the form of Declaration

11.		Property Register Cards bearing entries dated 22 nd January 2008 and 31 st May 2008
12.	24 th March 2009	Indenture of Mortgage
13.	3 rd November 2011	Letter form PNB to Graceworks
14.	22 nd September 2011	Report issued by M/s. Preeti Khanna & Co. pursuant to search conducted in the records maintained by office of the Registrar of Companies, Mumbai, Maharashtra
15.	8 th May 2012	Deed of Re-Conveyance
16.	21 st October 2013	Report issued by Shravan A. Gupta & Associates pursuant to search conducted in the records maintained by office of the Registrar of Companies, Mumbai, Maharashtra

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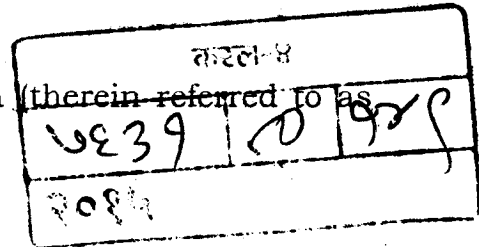


From the above it appears:

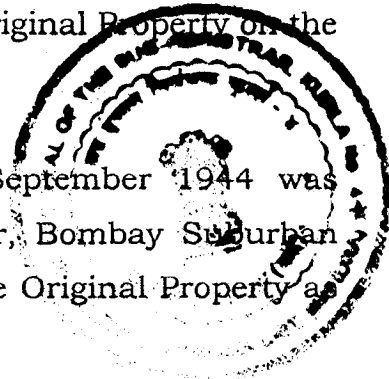
1. The Government of Maharashtra was the original owner of all those pieces or parcels of land (bearing Plot No. 15, Suburban scheme no. 1 of Village Kurla/ Kirol, Taluka Kurla, admeasuring 120,700 sq. yards (equal to 100,920.57 Sq.

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mtrs. or thereabouts) situate at Kurla (therein referred to as
"the Original Property").

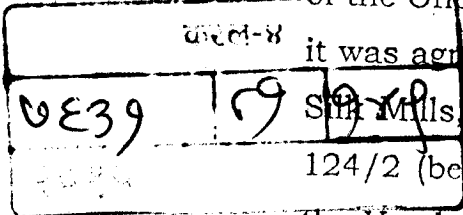


2. One Jeewan Limited, a company incorporated under the Indian Companies Act, 1913 and having its registered office in Bombay (therein referred to as **"Jeewan Limited"**) were the managing agents of one Mukund Ltd. and in public auction purchased and acquired the Original Property on 13th August, 1944 for the sum of Rs. 90,525 and incurred expenses of Rs. 1913-2-0 in respect of the Original Property.
3. Thereafter by an agreement in Form HH dated 29th September 1944, executed by the said Jeewan Limited and addressed to the Mamlatdar, South Salsette Taluka, Bombay Suburban District, Jeewan Limited occupied the Original Property on the conditions stated therein.
4. Permission in Form KK dated 29th September 1944 was issued by the District Deputy Collector, Bombay Suburban District to Jeewan Limited to occupy the Original Property as described therein.
5. By an Indenture of Transfer dated 1st May 1950, made between Jeewan Limited of the One Part and Mukand Iron & Steel Works Ltd. (presently known as Mukand Ltd., and therein and herein referred to as **"the Vendor"**) of the Other Part and registered with the Sub Registrar of Assurances, Bombay on the 1st day of August 1950 under Serial No. 2098 of 1950, Jeewan Limited. confirmed that they were managing agents of the Vendor and they had agreed to occupy the said Original Property for and on behalf of the Vendor and in further consideration of the premises therein mentioned.

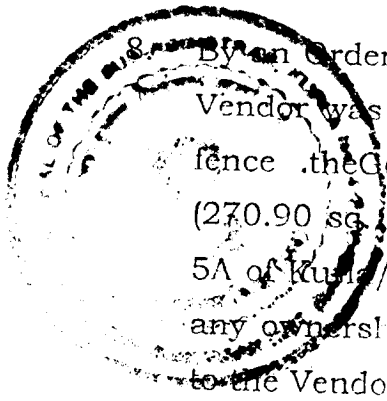


Jeewan Limited did thereby grant, convey and transfer unto the Vendor the Original Property in the manner therein recorded.

6. By an agreement dated March 20, 1972 between the Vendor of the One Part and Shree Central Silk Mills of the Other Part, it was agreed that the Vendor would transfer to Shree Central Silk Mills, land admeasuring 93.4 sq. mtrs bearing CTS No. 124/2 (being a part of the Original Property) then owned by the Vendor in exchange for land admeasuring 103.6 sq. mtrs bearing CTS No. 124/3 then owned by Shree Central Silk Mills.



7. In pursuance of the said agreement dated 20th March 1972, since about 1972 the Vendor was in settled and uninterrupted possession, use, occupation and enjoyment of the land bearing CTS No. 124/3 which is within the compounded boundary of the property of the Vendor and Shree Central Silk Mills was in possession of the land bearing CTS No. 124/2 originally belonging to the Vendor.



By an Order No. C/LND/CR/582 of 28th November 1970, the Vendor was permitted by the Government of Maharashtra to fence the Government land admeasuring 324 sq. yards (270.90 sq. mtrs. or thereabouts) being a part of Survey no. 5A of Kusla/Kirol on condition that the Vendor will not claim any ownership on this strip of land until it is finally granted to the Vendor by the Government of Maharashtra.

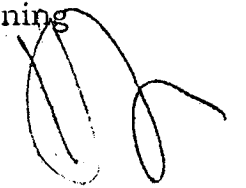
9. By Order no. C./LND/ICR.556 dated 10th October 1977, the Government of Maharashtra permitted the Vendor to hold the said strip of land admeasuring 324 sq. yards (equal to 270.90

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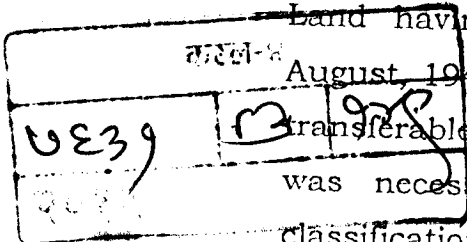
sq. mtrs. or thereabouts) *inter alia* on the conditions of payment by the Vendor as the grantee of an occupancy price then provisionally determined at Rs. 40 per sq. yard and to hold the said strip of land on the same terms on which the adjacent land bearing Plot No. 15 of Kurla/Kirol being the Original Property was held by the Vendor.

10. In pursuance of the said order dated 10th October 1977, on 11th October 1977, the Government of Maharashtra handed over to the Vendor possession of the said strip of land admeasuring 324 sq. yards (approximately 270.90 sq. mtrs).
11. On the 6th day of May 1978, the Vendor executed an agreement with the Government of Maharashtra to occupy the said strip of land admeasuring 324 sq. yards which now bears CTS No. 1041.
12. The present holding of the Vendor comprised of contiguous pieces or parcels of non-agricultural land of ground, bearing C.T.S. Nos. 124, 124/1, 124/3 to 124/9, 124/5A, 124/70 to 124/77, 124/83 to 124/93 and 1041 of Kurla Part II, situated at L.B.S Marg, Kurla (West), Mumbai - 400 070, admeasuring approximately 100,707.70 sq. mtrs as per the Property Register Cards (as per the Collector's Order dated September 27, 2005, 1,00,919.73 sq. mtrs less the area of CTS No. 124/2 being 93.4 sq. mtrs given in exchange to Shree Central Silk Mills i.e. 1,00,826.3 sq. mtrs), (therein collectively referred to as "**the Land**").
13. The Vendor commenced demolition upto plinth level of all the buildings and structures standing on the Land (the Land and the building and structures thereon demolished but retaining

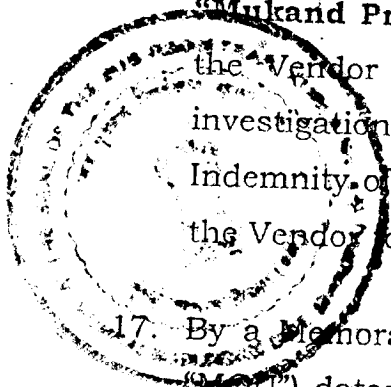


at least the plinth level thereof are therein collectively referred to as "the Premises").

14. The Collector, Mumbai Suburban District by his order dated 27th September, 2005 has *inter alia* held and ordered that the Land having been purchased in public auction on 13th August, 1944 was held on Old Tenure and was heritable and transferable without any restriction and no prior permission was necessary in that behalf of the Government and classification of the Tenure of the Land as "B-1" in the Property Register Cards was erroneous and the same be deleted and substituted by Tenure "C" and gave directions to the City Survey Officer, Kurla to do so.



15. Accordingly the Land now bears Tenure "C".
16. Offbeat Developers Pvt. Ltd. ("Offbeat") and Graceworks (both hereinafter collectively referred to as the "Purchasers") entered into negotiations with the Vendor for purchase of certain properties, more particularly described in clause 21 hereunder written and referred to therein as the said "Mukand Property". The Purchasers investigated the title of the Vendor to the Premises and on the Purchasers' own investigation and also as set out in the Declaration-Cum Indemnity of the Vendor, the Purchasers accepted the title of the Vendor to the Premises on "as is where is" basis.



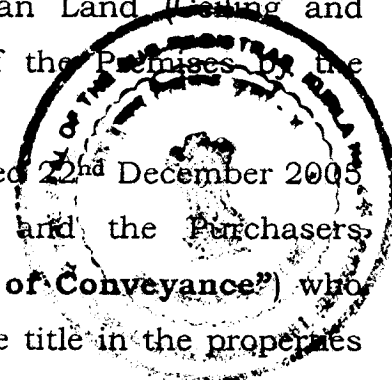
17. By a Memorandum of Understanding (therein referred to as "MOU") dated 5th December, 2005 made between the Vendor of the One Part and the Purchasers of the Other Part, the Vendor agreed to sell and the Purchasers agreed to purchase

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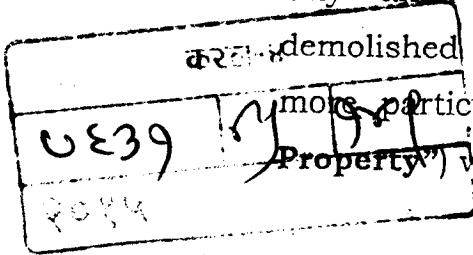
Mukand Property for the consideration and on the terms and conditions therein appearing.

18. On the execution of MOU, the Purchasers paid to the Vendor a sum of Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) as earnest money.
19. The Purchasers agreed to pay the balance consideration Rs. 196,00,00,000/- (Rupees One Hundred and Ninety Six Crores Only) to the Vendor on the execution of the said Deed of Conveyance.
20. The Additional Collector and Competent Authority, (ULC) Greater Mumbai by his Order dated 5th day December, 2005 and bearing No. C/ULC/D-V/WS-523/2005 granted his No Objection Certificate under the Urban Land (Ceiling and Regulation) Act, 1976 for transfer of the Premises by the Vendor.
21. By Registered Deed of Conveyance dated 22nd December 2005 entered into between the Vendor, and the Purchasers (hereinafter referred to as the "Deed of Conveyance") who proposed to develop the properties, the title in the properties admeasuring in aggregate 1,00,707.70 sq. mtrs. as per the Property Register Cards (as per the Collectors Order dated September 27, 2005, 1,00,919.73 square metres less the area of CTS No. 124/2 being 93.4 square metres given in exchange to Shree Central Silk Mills i.e. 1,00,826.3 square metres), originally bearing Plot No. 15 of Suburban Scheme I of Village Kurla-Kirol and Survey No. 5A (Part) of village Kurla-Kirol and then bearing CTS Nos. 124, 124/1 to 123/3, 124/51, 124/72 to 124/77, 124/83 to 124/93 and 1041 of Village Kurla Part-II, in Mumbai Suburban District situate at



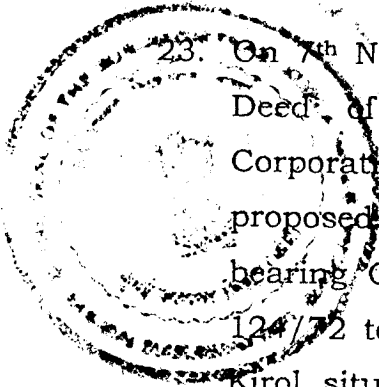
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Lal Bahadur Shastri Marg, (L.B. S. Marg), Kurla (west), Taluka Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with structures



demolished but retaining not less than plinth level thereof as more particularly stated in Schedule I therein, ("Mukand Property") was conveyed by the Vendor to the Purchasers.

22. Meanwhile, vide an order dated 14th September 2005 (hereinafter referred to as the "Impugned Order"), the then Revenue Minister held that the Vendor was not required to seek prior permission of the Government prior to sale/re-development of its land and further directed the Collector, Mumbai Suburban District to change the tenure of the Land from Occupant Class II to Occupant Class I. Pursuant to the Impugned Order being passed, Public Interest Litigation No. 4 of 2007 was filed in the High Court at Bombay, challenging the Impugned Order. The said PIL is pending admission as of date.



23. On 7th November 2006, Offbeat and Graceworks executed a Deed of Declaration in favour of Mumbai Municipal Corporation recording to the terms and conditions of the proposed amalgamation/lay out/ sub division of the land bearing CTS. No. CTS No. 124, 124/1 to 124/9, 124/51, 124/72 to 124/77, 124/82 to 93 and 1041 of Village Kurla Kiroi, situated at LBS Marg, Kurla (West) Mumbai.

24. There were certain discrepancies in the aforesaid Deed of Conveyance with respect to demarcations of the Mukand Property, as to areas to be developed by Offbeat and Graceworks. In order to give effect to the enjoyment of property as set out in the Deed of Conveyance, a Rectification

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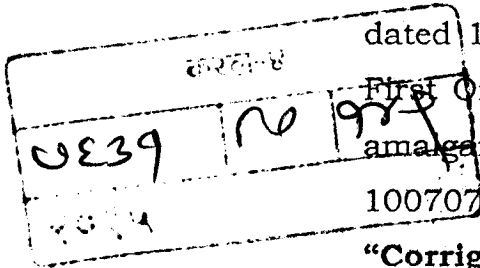
to Deed of Conveyance dated 12th December 2006 (hereinafter referred to as the "**First Rectification**") was entered into by Offbeat and Graceworks to demarcate the exact area to be developed by Offbeat Developers Pvt. Ltd. and Graceworks. The First Rectification sets out (at Para 2(i) (a) therein) that Graceworks was entitled to 14,745.03 square metres together with the right to utilize the FSI and TDR thereto, for development (referred to therein as "the said Plot B"). And Offbeat was entitled to 68,571.57 square metres together with right to utilize F.S.I. and T.D.R. thereto (referred to therein as "the said Plot A"). The First Rectification also sets out (at para 2(vi) (b) therein) that Graceworks will be entitled to the plot B and full development potential available thereon, and which may be available in future and also right to utilize T.D.R. thereon as they may desire or deem fit. Graceworks will also be entitled to take such benefit as may be available for development of Hotel on the said Plot B from the Government of Maharashtra and/or Brihanmumbai Mahanagar Palika as the case may be. This was based on the layout sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and therefore the proposal of amalgamation and sub-division was presented to the Collector, Mumbai Suburban District, Mumbai for approval of property cards and exact areas belonging to Offbeat and Graceworks.

25. As per Order passed by the Collector, Mumbai Suburban District, on 26th September 2007, under the Urban Land (Ceiling & Regulation) Act, 1976, permission was granted for amalgamation and subdivision of the properties admeasuring approx 100801.10 sq. mtrs., as more particularly set out therein (hereinafter referred to as "**First Order**"). As a result of such amalgamation and the sub-

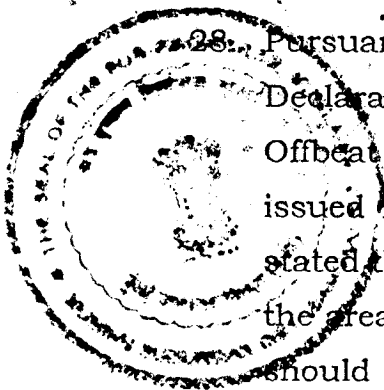


division so ordered, CTS No. 124 was amalgamated and then subdivided, out of which inter alia CTS no. 124/B admeasuring 14745.03 sq. mtrs was formed.

26. As pointed out to the office of the Collector, Mumbai Suburban District, by Offbeat, land area admeasuring 93.4 sq. mtrs. of the CTS No. 124/2 was inadvertently included in the amalgamation in the First Order. A Corrigendum Order dated 16th January 2008 was therefore passed rectifying the First Order to that extent and the total area permitted to be amalgamated and sub-divided stood corrected at approx 100707.70 sq. Mtr. (hereinafter referred to as "Corrigendum").



27. Pursuant to the First Order and the Corrigendum, an entry noting opening of separate property cards for Offbeat and Graceworks respectively was made on 21st January 2008 in the Property Register card for the CTS. No. 124/B (i.e. the Graceworks Property).



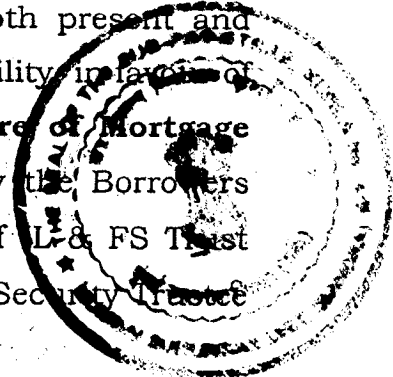
28. Pursuant to the Corrigendum a "Rectification in the Form of Declaration" dated 23rd April 2008, was also entered into by Offbeat and Graceworks, in order to get revised property cards issued in the names of Offbeat and Graceworks, and which stated that Clause 2(b) of the First Rectification that described the area that Graceworks is entitled to as 14,745.03 sq. mtrs. should read as 14,745.00 square metres of CTS no. 124/B situate at Kurla II (hereinafter referred to as the "**Second Rectification**").

29. Pursuant to the Deed of Conveyance, the First Rectification, the Second Rectification and a letter dated 25th May 2008

from Mr. Jayesh Pandya of Offbeat and Mr. Mahesh Aiyer of Graceworks, requesting removal of the name of Offbeat, an entry removing the name of Offbeat and retaining the name of Graceworks in the Property Register card for the CTS. No. 124/B i.e. the Graceworks Property), was made on 31st May 2008.

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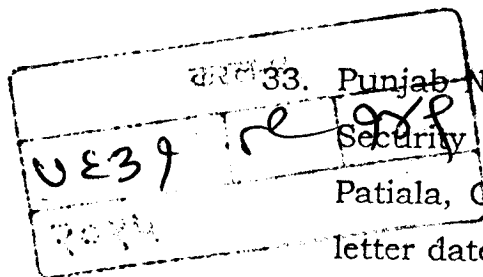
30. In terms of the Common Loan Agreement dated 10th May 2006, at the request of Offbeat and Graceworks (collectively the Borrowers therein), the Lenders more particularly mentioned therein, agreed to provide to the Borrowers, Rs. 240 Crores (the "Facility") as set out in Schedule 7 thereto. One of the conditions of the said Common Loan Agreement was to secure the Facility by creation of a first mortgage and charge of all the immovable and moveable properties (both tangible and intangible) of the Borrower, both present and future till the date of last repayment of the facility in favour of Lenders. In view of the above, an **Indenture of Mortgage dated 21st June 2006** was entered into by the Borrowers mortgaging the Original Property in favour of IL & FS Trust Company Limited, acting in their capacity as Security Trustee for and on behalf of the Lenders.



31. However, an **Amendatory Indenture of Mortgage dated 9th April 2008** was entered into between Offbeat and Graceworks as the Borrowers and IL & FS Company Ltd. as the Security Trustee for the Lenders as stated therein, to modify the terms of the above Indenture of Mortgage dated 21st June 2006 and to give effect to the release of land admeasuring 3.8 Acres (including the Graceworks Property), and also to record release of Graceworks as the borrower from the Facility, as more particularly set out therein, and therefore consequently

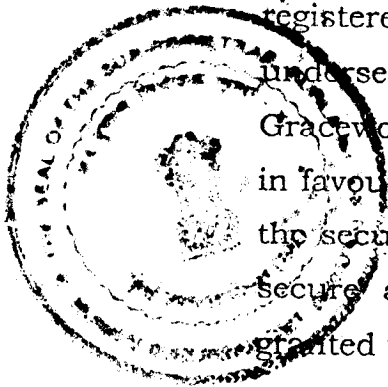
from the mortgage created by the Indenture of Mortgage dated 21st June 2006, as well.

32. Subsequently an Indenture of Mortgage dated 24th March 2009 registered with the Sub-Registrar of Assurances at Mumbai on 26th March 2009 under Serial No. BDR-3/2644/2009, Graceworks created mortgage inter alia upon the Graceworks Property in favour of Punjab National Bank, as Trustee Company to secure an amount of Rs. 195 crores.



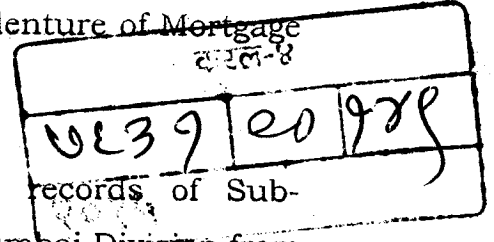
33. Punjab National Bank, Trustee Company, in capacity as the Security Agent of Punjab National Bank, State Bank of Patiala, Central Bank of India and Syndicate Bank, vide its letter dated **3rd November 2011**, gave No Objection to release the charge on the property mortgaged under the aforesaid Indenture, after receiving no dues certificate for the aforementioned loan amount of Rs. 195 Crore, from the aforementioned lender banks on or about 2nd November 2011.

34. By an **Indenture of Mortgage dated 30th December 2011** registered with the Sub-Registrar of Assurances at Mumbai under serial no. BDR-7/9788/2011 on 11th January 2012, Graceworks created mortgage upon the Graceworks Property in favour of IL & FS Trust Company Limited in its capacity as the security trustee for IL & FS Financial Services Limited, to secure a term loan facility aggregating to Rs. 150 Crore granted to Graceworks.



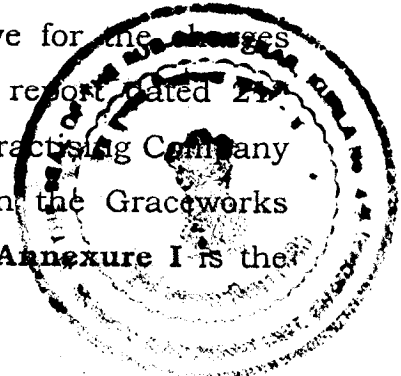
35. By a **Deed of Re-conveyance dated 8th May 2012** registered with the Sub-Registrar of Assurances at Mumbai on 7th June 2012 under Serial No. 4616/2012, inter alia the Graceworks Property was released from the mortgage created in favour of

Punjab National Bank by the aforesaid Indenture of Mortgage dated 24th March 2009.



36. We have carried out a search in the records of Sub-Registrar's offices at Bandra, Kurla and Mumbai Division from the year 2005 to 2013 (9 years) in respect of Graceworks Property. From the search report we observe that there is no document executed besides the ones provided to us for our review for issuance of this report. We have not issued any public notice in any newspaper inviting claims from the general public.

37. Graceworks through their director has issued a certificate dated 22nd October 2013 stating that save for the charges created as reflecting in the ROC Search report dated 27th October 2013 by Sharavan A. Associates (Practising Company Secretary), there are no encumbrances on the Graceworks Property. Hereto annexed and marked as **Annexure I** is the said certificate dated 22nd October 2013.



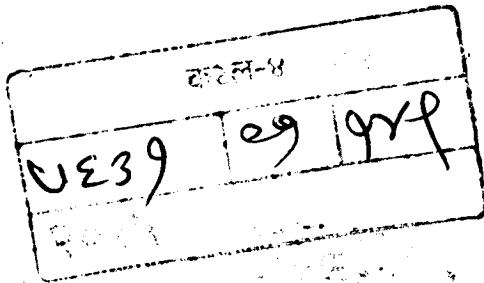
38. Further; Graceworks through their director has issued a certificate dated 15th October 2013 stating that Graceworks Realty & Leisure Private Limited (Company) is not party to any litigation as on that date, save and except the Public Interest Litigation No. 4 of 2007 filed by Mr. Subhash Dagadu Jadhav v/s. State of Maharashtra & Ors in the High Court of Judicature at Bombay. Hereto annexed and marked as **Annexure II** is the said certificate dated 15th October 2013. According to the status available on the official website of the High Court, Bombay, the said PIL is pending admission.

39. Subject to what is stated hereinabove, we find that the title of Graceworks in relation to the Graceworks Property is clear, free and marketable.

Dated this 5th day of November 2013

Yours sincerely,


For Nasikwala Law Office
Advocates & Solicitors



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Form 346
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This IOD is issued subject to compliance of the provision of U.L. (G & R) Act. 1976. in replying please quote No. and date of this letter.

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

CE/ 3178 /BPES/AL 14 FEB 2007
No. E.B./CE/ BS/A of 200 - 200

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MEMORANDUM

Municipal Office,

M/s. Grace Works Realty & Leisure Pvt. Ltd. & M/s. Offbeat Developer Pvt. Ltd. Mumbai200

With reference to your Notice, letter No. 764 dated 5.5.06 200 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at 1041 of village Kurla - Kiroli at L.B.S. Marg, Kurla, Mumbai, furnished to me under your letter, dated 200..... I have to inform you that I cannot approve the building 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 thereof reasons:-

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

1. That the commencement certificate under Sec.45/69(1)(a) of the M.R. & T.P. 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. for 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 him.

() That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves 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 your 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 3 FEB 2008 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, 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.

K. K. Kulkarni
Executive Engineer, Building Proposals,
Zone, E/Sub Wards,

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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 be--

(a) Not 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 thereafter to be laid in such street"

(b) Not 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 taxes 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)(aa) of the Bombay Municipal Corporation Act.

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

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4 FEB 2007

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.I.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 free of compensation and that the setback handing over certificate will not be obtained from Ward Officer 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 Inspector of Factories / Chief Fire Officer / Reliance Energy Ltd. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
12. That the basement will not comply with the Basement Rules and regulations regarding height, ventilation users, etc and registered undertaking for not misusing the basement will not be submitted before C.C.
13. That the conditions mentioned in release letter of Executive Engineer (D.P.) under no. CE/38/DPEs dt. 9.1.1998 will not be complied with.
14. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.& his name and licence No.duty revalidated will not be submitted.
15. That the true copy of sanctioned layout sub-division /amalgamation approved under No CE/38/DPE&LOL dtd 8.11.06 alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
16. That the extra water and sewerage charges will not be paid to Asst.Engineer, Water Works, ' L' Ward before C.C.
17. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
18. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted
19. 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
20. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed
21. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted.
22. 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.
23. 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.
24. That the N.A. permission from the Collector of Bombay shall not be submitted.

R. Kumar
14/1
Executive Engineer Building Proposal
(Eastern Suburbs.)

4 FEB 2007

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.I.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 free of compensation and that the setback handing over certificate will not be obtained from Ward Officer 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.
That the requirements of N.O.C. of Chief Inspector of Factories / Chief Fire Officer of Reliance Energy Ltd. will not be obtained and the requisitions, if any, will not be compiled with before occupation certificate/B.C.C.
That the basement will not comply with the Basement Rules and regulations regarding height, ventilation users, etc and registered undertaking for not misusing the basement will not be submitted before C.C.
13. That the conditions mentioned in release letter of Executive Engineer (D.P.) under no. CE/36/DPES dt. 9.1.1998 will not be complied with.
14. 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.
15. That the true copy of sanctioned layout sub-division /amalgamation approved under No CE/308/DPES/LOL dt. 8.11.06 alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
16. That the extra water and sewerage charges will not be paid to Asst.Engineer, Water Works, 'L' Ward before C.C.
17. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
18. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
19. 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
20. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed
21. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted.
22. That the requirement of bye law 40 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.
23. 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.
24. That the N.A. permission from the Collector of Bombay shall not be submitted.


Executive Engineer Building Proposal
(Eastern Suburbs.)

Brihanmumbai Mahanagarपालिका

No.CE/ 3178 /BPES/AL [14 FEB 2007]

25. 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.
26. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
27. That the carriage entrance shall not be provided before starting the work.
28. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
29. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
30. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts form the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
31. That separate P.R.Cards for each sub-divided plots, road etc.will not be submitted.
32. That the debris will not be removed before submitting the building completion certificate and deposit of Rs.45,000/- will not be paid before starting the work towards faithful compliance thereof.
33. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with
34. That the proposal for amended layout / sub-station shall not be submitted and get approved before starting the work and terms and conditions thereof will not 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 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 Form submitted by department of Hydraulic Engineer and structural design to that effect submitted 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 15% and when demanded shall not be submitted.
40. That the NOC from Insecticide Officer shall not be submitted
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/12387 of 17.3.2005 shall not be complied with during the execution of work.
43. That the debris management plan shall not be submitted to S.W.M. Department.
44. That the necessary remarks for training of nalla/construction of S.W.D. will not be obtained from Dy.Ch.E.(S.W.D.)City & Central cell, before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.
45. That requisite NOC from Ministry of Environment & Forest, Govt of India shall not be submitted.

[Signature]
 Executive Engineer Building Proposal
 (Eastern Suburbs.)

Brihanmumbai Mahanagarpalika

No.CE/ 3178 /BPESIAL

14 FEB 2007

46. That the NOC from Sewerage Project (P & D) regarding toilet block in the basement area will not be submitted.
47. That the NOC from Commissioner of Police shall not be submitted.
48. That remarks from E.E. (T & C) for parking layout in basement area and above shall not be submitted.

B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.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 complied with before starting the work above plinth level.

C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

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1. That the conditions of Govt. Order under No CE / / dtd shall not be complied with and certificate regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
 2. That the separate vertical drain pipe, soil pipe with a separate gully tap, water main, overhead tank, etc. for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
 3. That some of the drains will not be laid internally with C.I. pipes.
 4. That the conditions mentioned in the clearance under No.C/U.L.C/D-III/22/5234 dt. 26.10.2005 obtained from the competent authority under U.L.C. & R. Act 1976 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted.
 5. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
 6. 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.
That the existing well will not be covered with R.C.C. slab
 7. That 10 ft wide paved pathway upto staircase will not be provided.
 8. That the surrounding open spaces, parking spaces and terrace will not be kept open and rebuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
 9. That the name plate/board showing plot No.name of the building etc.will not be displayed at a prominent place before O.C.C./B.C.C.
 10. That the parking spaces shall not be provided as per D.C.Regulation No.36.
 11. 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.
 12. 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.


Executive Engineer Building Proposal
(Eastern Suburbs.)

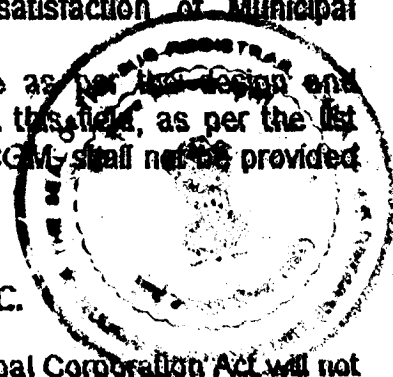
DRINKING WATER SUPPLY

No.CE/ 3178 /BPESIAL

[14 FEB 2007]

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14. 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.
15. That three sets of plans mounted on canvas will not be submitted.
16. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
17. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed.
18. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt.
19. 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.
20. That the garages will not be constructed and kept open type as approved and they will be enclosed without obtaining prior permission to that effect.
21. That the final NOC from S.G. shall not be submitted.
22. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
23. 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.
24. 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.
25. That the Vermiculture 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.



D) 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.

[Signature]
14/2
Executive Engineer
(Building Proposals)(Eastern Suburbs)

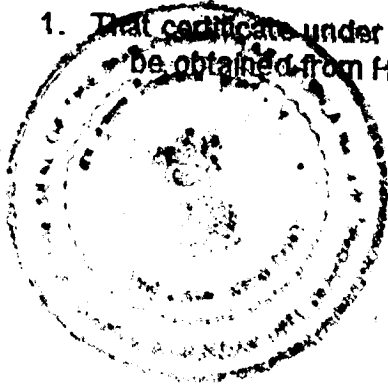
14 FEB 2007

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15. That three sets of plans mounted on canvas will not be submitted.
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17. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed.
18. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt.
19. 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.
20. That the garages will not be constructed and kept open type as approved and they will be enclosed without obtaining prior permission to that effect.
21. That the final NOC from S.G. shall not be submitted.
22. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
23. 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.
24. 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.
25. That the Vermiculture 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.

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D) 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.



[Signature]
14/2
Executive Engineer
(Building Proposals)(Eastern Suburbs)

NOTES

- (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 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 scaffoldings, 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 Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an 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 acces 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 abjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (1) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahans and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mafi rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed at its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
 (b) Lintels or Arches should be provided over Door and Window opening.
 (c) The drains should be laid as require under Section 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

True Copy

B. S. J. S. Architects
 For B. S. J. S. Architects
 (India) Private Limited

Executive Engineer, Building Proposals
 Zones Sub Wards.

Brihanmumbai Mahanagarpalika

No. CE/3178/BPES/AL

23 DEC 2011

To
 Shri. B.S. Joshi
 of M/s. Brighton Architects India Pvt. Ltd.
 A-Wing, Gr. Floor, Trade Star,
 Next to Kohinoor Continental Hotel,
 Andheri Kurla Road, Andheri (E)
 Mumbai 400 059

कल-8		
4839	908	989
2044		

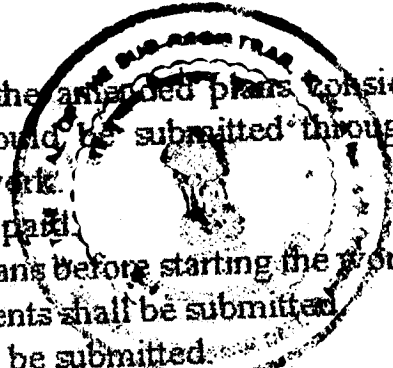
Sub :- Amended plans for proposed commercial building on plot bearing old C.T.S. No.124/B of village Kurla -II, Tal. Kurla at L.B.S. Marg, Kurla (W), Mumbai-70

Ref:- Your letter dt. 02.12.2011

Sir,

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. dt.14.02.2007 and amended plan approval letter under even no. dated 24.02.2009 & 7.09.2011 and following additional conditions :-

1. That the R.C.C. design and calculations as per the amended plans considering seismic forces as per the relevant I.S.Codes should be submitted through the registered Structural Engineer before starting the work.
2. That all requisite fees, premiums, deposits shall be paid.
3. That C.C. shall be got endorsed as per amended plans before starting the work.
4. That the revised CFO NOC for proposed amendments shall be submitted.
5. That the clearance from MOEF for TDR area shall be submitted.
6. Under taking for not misusing of the Niches & area claimed free of F.S.I. shall be Submitted.



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

Yours faithfully,

sd/-

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

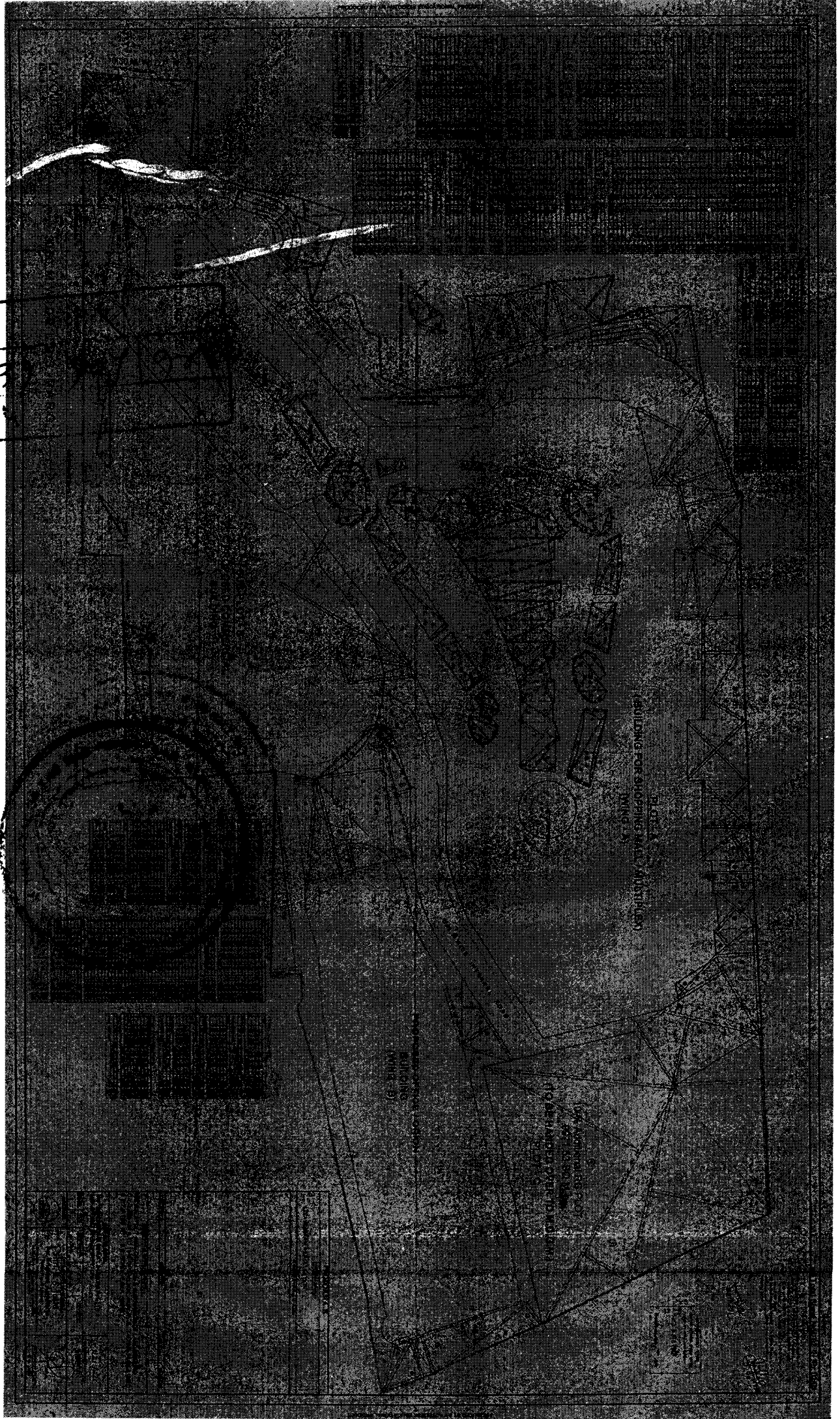
23 DEC 2011

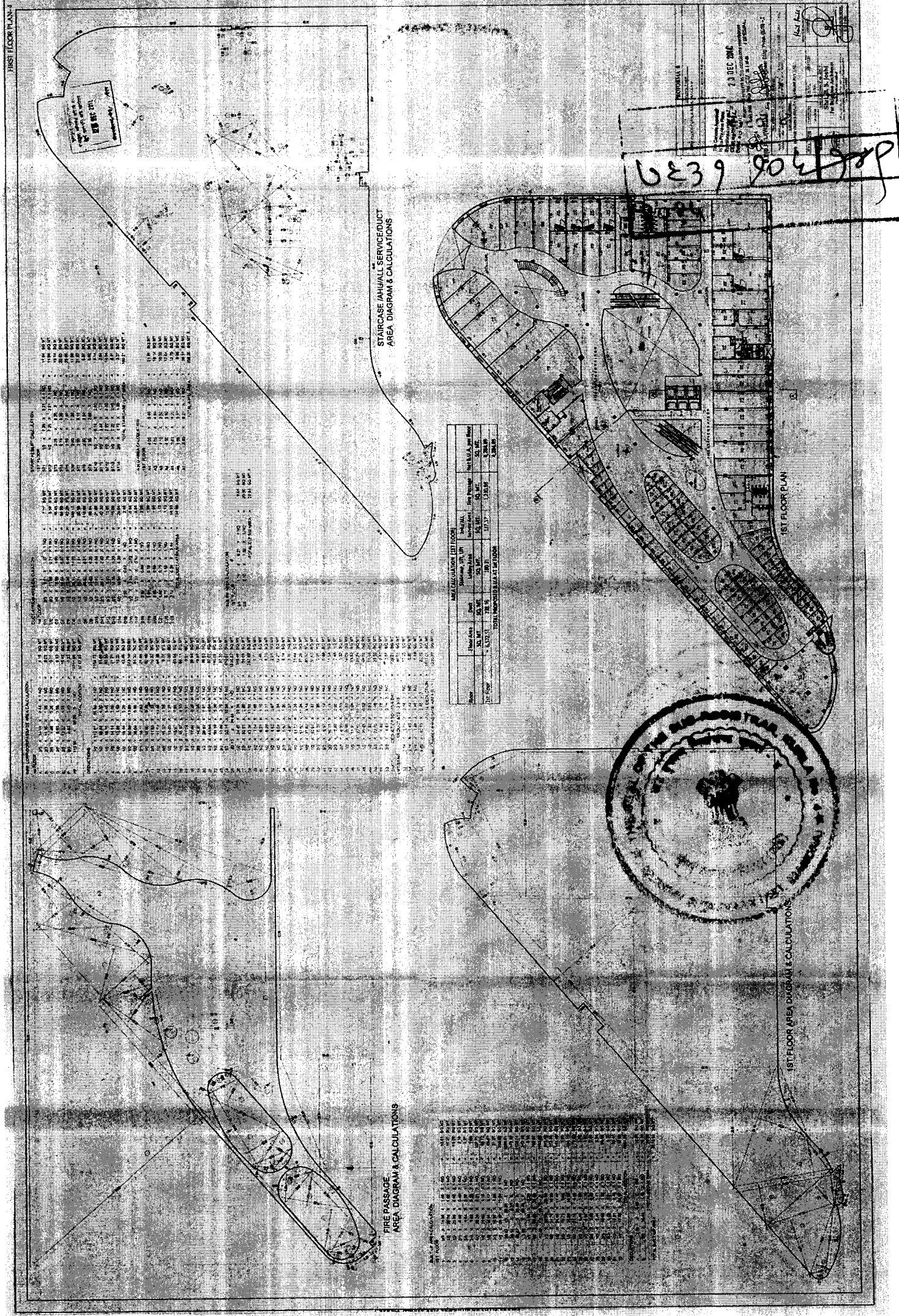
Acc : one set of plan

Copy forwarded to the owner
 M/s. Grace Works Realty &
 Leisure Pvt. Ltd.

for [Signature]
 E.E.(B.P.)E.S.-I
 (Building Proposals)(E.S.)-I

UE3
208





6E39 904/98P

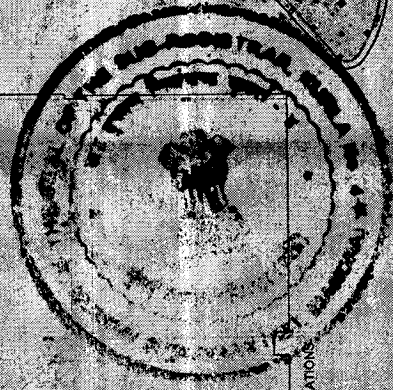
7.3 DEC 2002
7.3 DEC 2002
7.3 DEC 2002

STAIRCASE AREA/SERVICE DUCT AREA, DIAGRAM & CALCULATIONS

AREA CALCULATION (SQ. METERS)			
Room	Area	Area	Total
Staircase	10.50	10.50	10.50
Service Duct	10.50	10.50	10.50
Other	10.50	10.50	10.50
Total	31.50	31.50	31.50

FIRE PASSAGE AREA, DIAGRAM & CALCULATIONS

1ST FLOOR AREA, DIAGRAM & CALCULATIONS



00000		
U E 39	906	Arp
2024		



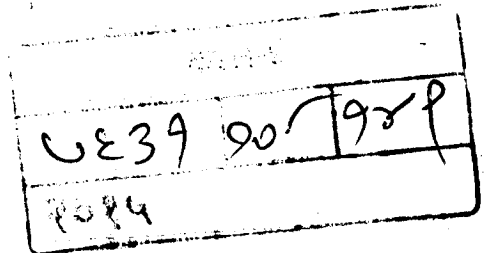
Gen-229 - 5000 (2)

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
 No. CE/ 5178 /BPESAL

2 MAR 2009

COMMENCEMENT CERTIFICATE

To,
M/s Grace work Realty & Leisure
pvt. Ltd. and
M/s offbeat Developers pvt. Ltd.



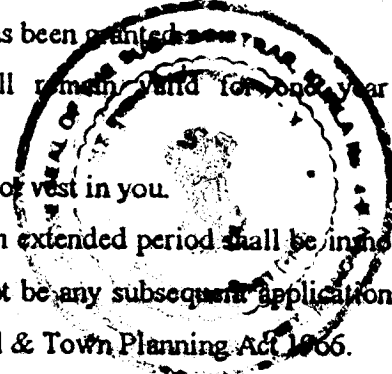
Sir,

With reference to your application No. 7711 dt. 5.5.2008

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.

— on plot No. 'B' C.T.S.No. 124/124/1-9, 125/51 Divn/ Village / Town Kurla-I
 Planning Scheme No. — situated at Road / Street L.R.S Mang Ward
'L' 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.

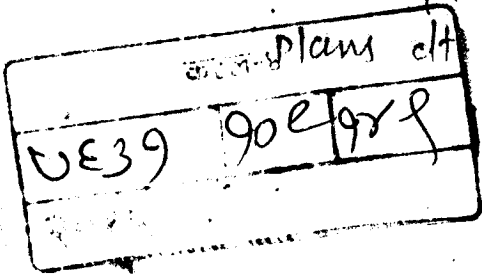


7) The conditions of this certificate shall be binding not only on the applicant but on his heirs executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri V. D. Ingale 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 1 MAR 2010

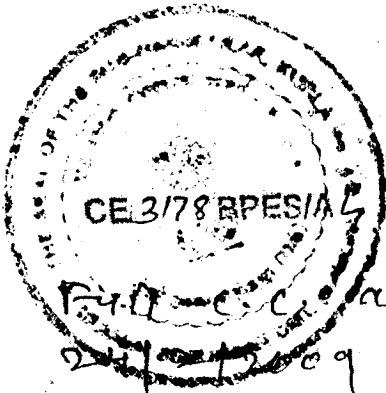
c.c upto top of basement as per approved amend. Plans dt 24/2/2009.



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

[Signature] 2/3/2009

Executive Engineer (Building Proposal)
Eastern Suburbs
FOR



25 MAR 2011 *****

Full C.C. as per approved amended plans dt 24/2/2009.

[Signature] 25/3/11
Executive Engineer Building Proposal
(Eastern Suburbs.)

CE/S178/BPESIAL 12 AUG 2011


Re-endorse the c.c. up to top of basement 1. as per approved plan's dt. 24/2/09

[Signature] 12/8/11
Executive Engineer Building Proposal
(Eastern Suburbs.)

CE 3178BPESIAL - 5 MAY 2012.

Full C.C. as per approved ammended plans dtd

3/12/2011.

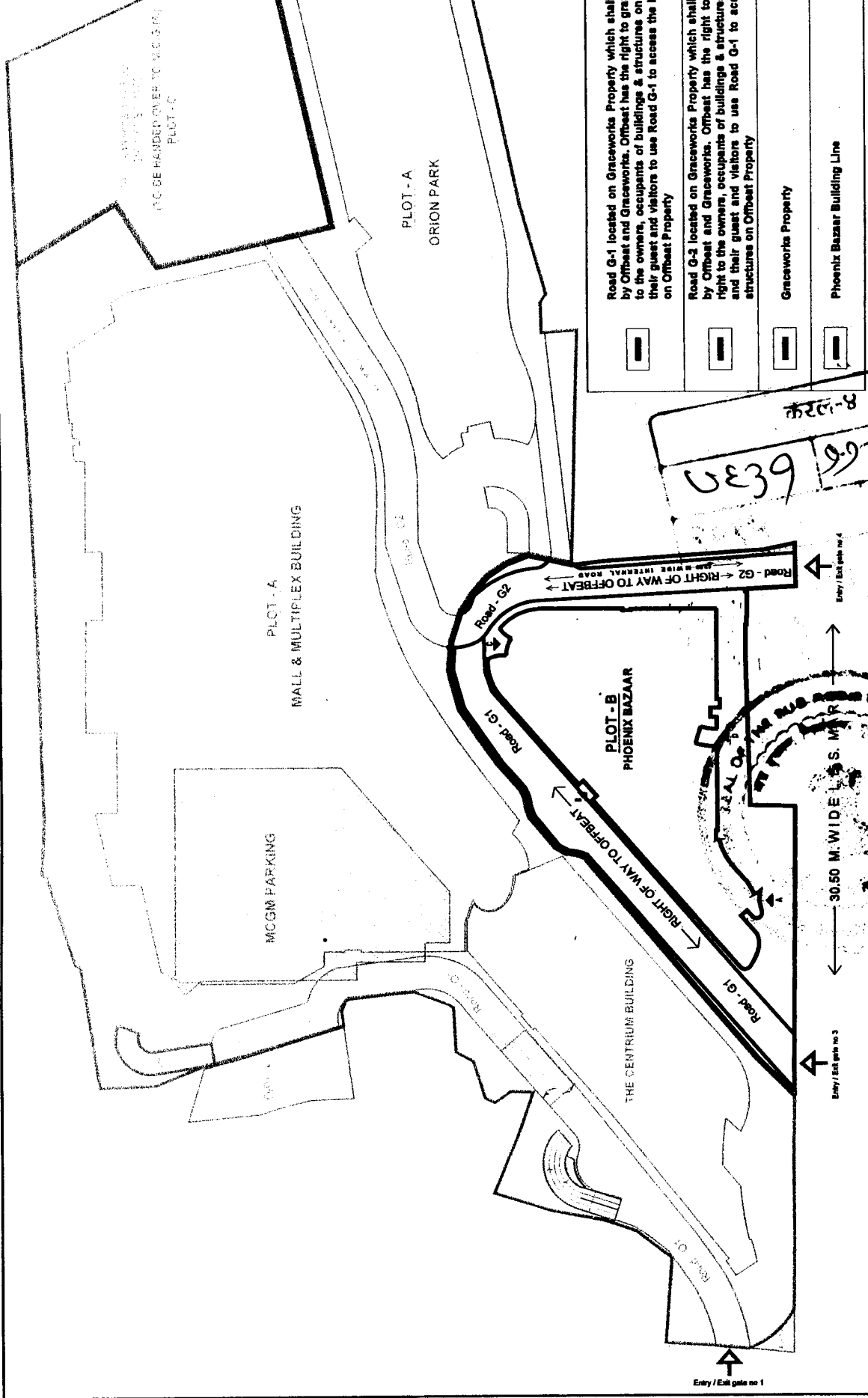
 5/5/2012
Executive Engineer Building Proposal
(Eastern Suburbs.) - I

करल-४		
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२०१२		



A-100		
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TO BE HANDLED OVER TO VISITORS
PLOT - C

PLOT - A
ORION PARK

PLOT - A
MALL & MULTIFLEX BUILDING

MCGM PARKING

PLOT - B
PHOENIX BAZAAR

THE CENTRUM BUILDING

Entry / Exit gate no 1

Entry / Exit gate no 3

30.50 M. WIDE L.S. M.R.

Entry / Exit gate no 4

<input type="checkbox"/>	Road G-1 located on Graceworks Property which shall be used in common by Offbeat and Graceworks. Offbeat has the right to grant non-exclusive right to the owners, occupants of buildings & structures on Offbeat Property and their guest and visitors to use Road G-1 to access the buildings & structures on Offbeat Property
<input type="checkbox"/>	Road G-2 located on Graceworks Property which shall be used in common by Offbeat and Graceworks. Offbeat has the right to grant non-exclusive right to the owners, occupants of buildings & structures on Offbeat Property and their guest and visitors to use Road G-1 to access the buildings & structures on Offbeat Property
<input type="checkbox"/>	Graceworks Property
<input type="checkbox"/>	Phoenix Bazaar Building Line

ಕರಲ-8
U339 9-2998

COMMON ROADS & DRIVE-WAYS ON GRACEWORKS PROPERTY

DISCLAIMER

This architectural plan is only illustrative in nature, not to scale and is subject to change. This is not a sanctioned plan and is not in any way binding on the Parties hereto. This plan should not be relied upon for drawing any conclusion for any person doing so will do so at his own risk and cost.

8-27-8		
0339	993	989
2084		



घोषणापत्र

पो. Vidhi Machha..... याद्वारे घोषित करतां की. दुय्यम
निबंधक K.R.V...... यांचं कायांलयात Agreement for Sale या शब्दाचा दात
नोंदणोसाखे सादर करण्यात आला आहे. श्री. Hetal Khimaria..... व इ. यांनो
दि. 15/4/14..... येनो मला दिलेत्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणोस
सादर केला आहे / निष्पादित करून कवुलोजबाव दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार
यांनो कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपंकी कीर्णोही-४
मपत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द केलेले नाही. १९४९
सादरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यास मी पूर्णतः संक्षम आहे.
सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षस
मी पात्र राहोन याची मला जाणोव आहे.

दिनांक : 10/8/2015

[Signature]
कुलमुखत्यारपत्रधारकाचे नाव
व सदी,



0201-8		
0E39	994	98P
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25



पावती

Original/Duplicate

Tuesday, April 15, 2014

नोंदणी क्र.: 39म

1:33 PM

Regn.: 39M

पावती क्र.: 1872 दिनांक: 15/04/2014

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबई-4-1733-2014

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: हेतल - खिमासीया

चौदणी फी

रु. 100.00

सहस्रमुख्यारपत्र फी

रु. 420.00

पृष्ठांची संख्या: 21

एकूण:

रु. 520.00

आपणाम मूळ दस्त, मंडल प्रिंट, सूची देव सीडी, भा. 1:52 PM ता. 15/04/2014 मिला मिळेल.

सहस्रमुख्यारपत्र निबंधक, मुंबई-4

बाजार मूल्य: रु. 1/-

भरलेले मुद्रांक शुल्क: रु. 500/-

मोबदला: रु. 1/-

सहस्रमुख्यारपत्र निबंधक

मुंबई शहर क्र. 8

1) देयकाचा प्रकार: By Cash रकम: रु. 100/-

2) देयकाचा प्रकार: By Cash रकम: रु. 420/-

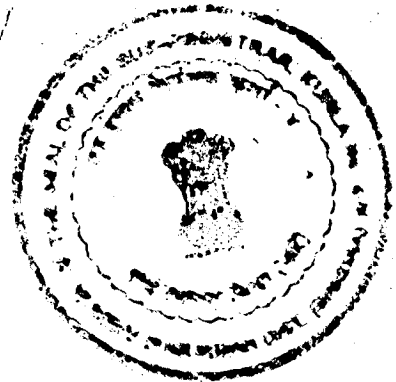
करल-8

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DELIVERED



8-11-8		
0339	990	989
2024		



18101400375

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

क्र.: 1029 दिनांक: 10 APR 2014

KU 320986

बिक्रेती सौ. ज्योती प्र. दुआ

६, कोंडाजी चाळ नं. ३, वासुदेव पेंडणेकर मार्ग,
टाटा हॉस्पिटल जवळ, मुंबई - १२.

श्री./श्रीमती..... GRAGEWORK REALTY AND LEISURE PVT. LTD.

यांस न्यायिकेतर मुद्रांक केस पिढ्याला, Woollen Mills Estate

2nd Floor, R R Hosiery

Off Dr E Moses Road,

Mahalaxmi Mumbai 400011

करल-४

संम वेदर

परेल, मुंबई.

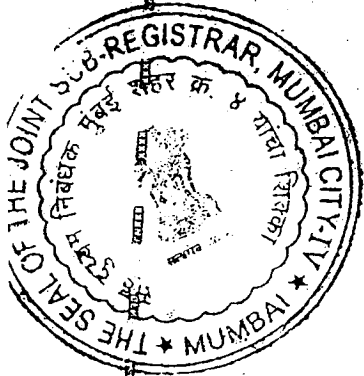
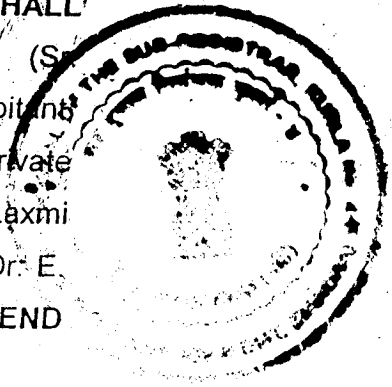
3639 29778

मुद्रांक कार्यालय, मुंबई
वि. क्र. ८०००००९
- 3 APR 2014
अधिकारी

विनोद तंदरकर

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL
COME, I, MS. HETAL R. KHIMASIA (S
Executive, Legal) aged 27 years, Indian Inhabitant
having my office at Marketcity Resources Private
Limited, RR Hosiery Building, Shree Laxmi
Woollen Mills Estate, Shakti Mills Lane, off. Dr. E.
Moses Road, Mahalaxmi, Mumbai 400011, SEND
GREETINGS:



बंबई - ४ IV
9633/9/29
2098



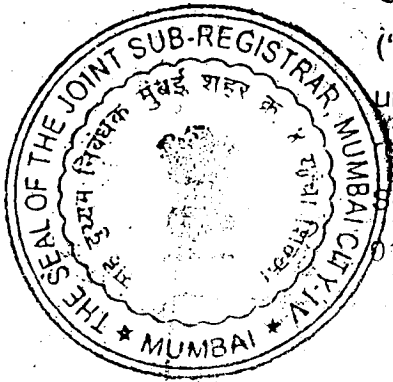
७६३९	१९९९
२०९४	

महाराष्ट्र
 १९९९
 २०९४

१९९९
 २०९४

बंकर - ४
१९९९ / २ / २०
२०९४

WHEREAS I am the Authorised Signatory of
Graceworks Realty & Leisure Private Limited
 ("the said Company"), a company registered
 under the Companies Act, 1956 having its
 registered office at Phoenix Mills Limited, 462,
 Senapati Bapat Marg, Lower Parel, Mumbai-400



१९९९



महाराष्ट्र MAHARASHTRA

क्र. : 108 दिनांक : 10 APR 2014

KU 320987

विक्रेती सौ. ज्योती प्र. दुआ

६, कोंडाजी चाळ नं. ३, वासुदेव पेंडसेकर मार्ग,
टाटा हॉस्पिटल जवळ, मुंबई - १२.

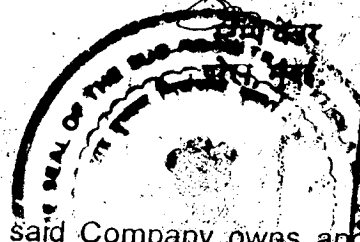
श्री./श्रीमती... GRACEWORK REALTY AND LEISURE PVT. LTD.
श्री. श्री. लक्ष्मी वॉडगेकर मिल्स एस्टेट

वांस न्यायिकेतर मुंबई, पोर, विक्रम
L.S.V. No. 0402/88 Ses Road,
Mahalaxmi Mumbai. 400011

गणान मुद्रांक कार्यालय, मुंबई
I. मु. वि. क्र. ८०००००९
- 3 APR 2014
भ्रम अधिकारी

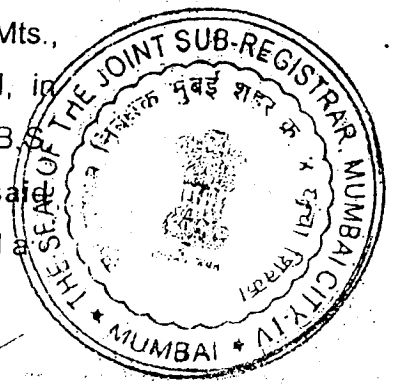
2014
920 APR

वि. विनोद नडरकर



बर्बई - ४
920/3/29
2014

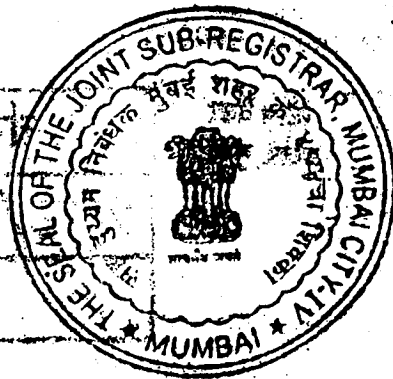
AND WHEREAS the said Company owns and/or is sufficiently entitled to all that pieces or parcels of non-agricultural freehold land or ground admeasuring approximately 14,745 Sq.Mts., bearing C.T.S. No. 124/B of Village Kurla II, in Mumbai Suburban District situate at 15, L.B. Marg, Kurla (West), Mumbai - 400070 ("the said Property"). The said Company has constructed a





तंबई - ४		
७६३९	१२११४९	

महाराष्ट्र
राज्य
महानगरपालिका
मुंबई
जिल्हा
महानगरपालिका
मुंबई
जिल्हा
महानगरपालिका
मुंबई
जिल्हा



४१०६

building on the said property known as "Phoenix Paragon Plaza" ("said Building") previously known as "Phoenix Bazaar" and/or "Phoenix Enclave". The said Building presently has both retail and commercial user.

AND WHEREAS in my official capacity as well as the Authorised Signatory of the said Company and on behalf of the said Company, I have executed

तंबई - ४ IV
३/४/२९
२०१४

(32)

भारतीय न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

क्र.: 108, दिनांक :

विक्रेती सौ. ज्योती प्र. दुआ

KU 320988

६, कोंडाजी बाळ नं. ३, वासुदेव पेंडणेकर मार्ग,

टाटा हॉस्पिटल जवळ, मुंबई

श्री./श्रीमती..... GRACEWORK REALTY AND LEISURE PVT. LTD.

यांस न्यायिकेतर मुद्रांक मंडळ, शेरे लक्ष्मी, Woollen Mills Estate

L.S.V. No. ८०१८०५, Moses Road,

Mahalaxmi Mumbai 400010

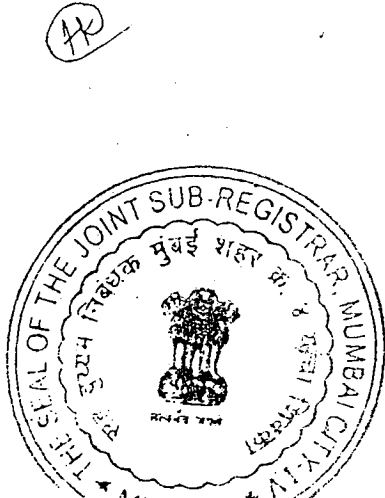
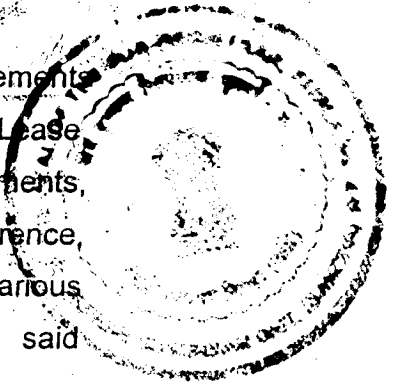
पान मुद्रांक कार्यालय, मुंबई
मु. वि. क्र. ८०००००९
- 3 APR 2014
म अधिकारी

करल-४
१०६३९

विनोद नंदरकर

सत्य वेडर
सेल, मुंबई

and further intend to execute various agreements of Sale, Leave and License, Tenancy, Lease Rectification Deeds, Supplemental Agreements, Addendum Agreements, Deed of Adherence, Termination Agreements in respect of the various units/shops/office premises situate on the said Property.



बंबई - ४ IV
१०३३ / ७ / २१
३०१४



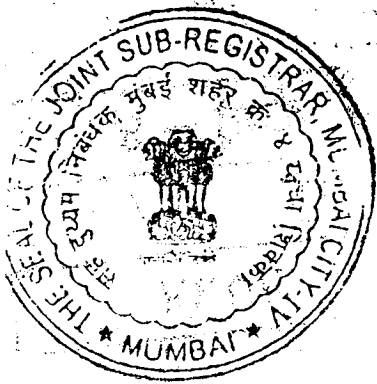
कोर (२०१४)	
८६३९	१२३ १४९
२०१४	

कोर (२०१४)
 कोर (२०१४) कोर (२०१४)
 कोर (२०१४) कोर (२०१४)
 कोर (२०१४) कोर (२०१४)
 कोर (२०१४) कोर (२०१४)

बंगई - ४
१०३३ / ६ / २१
२०१४

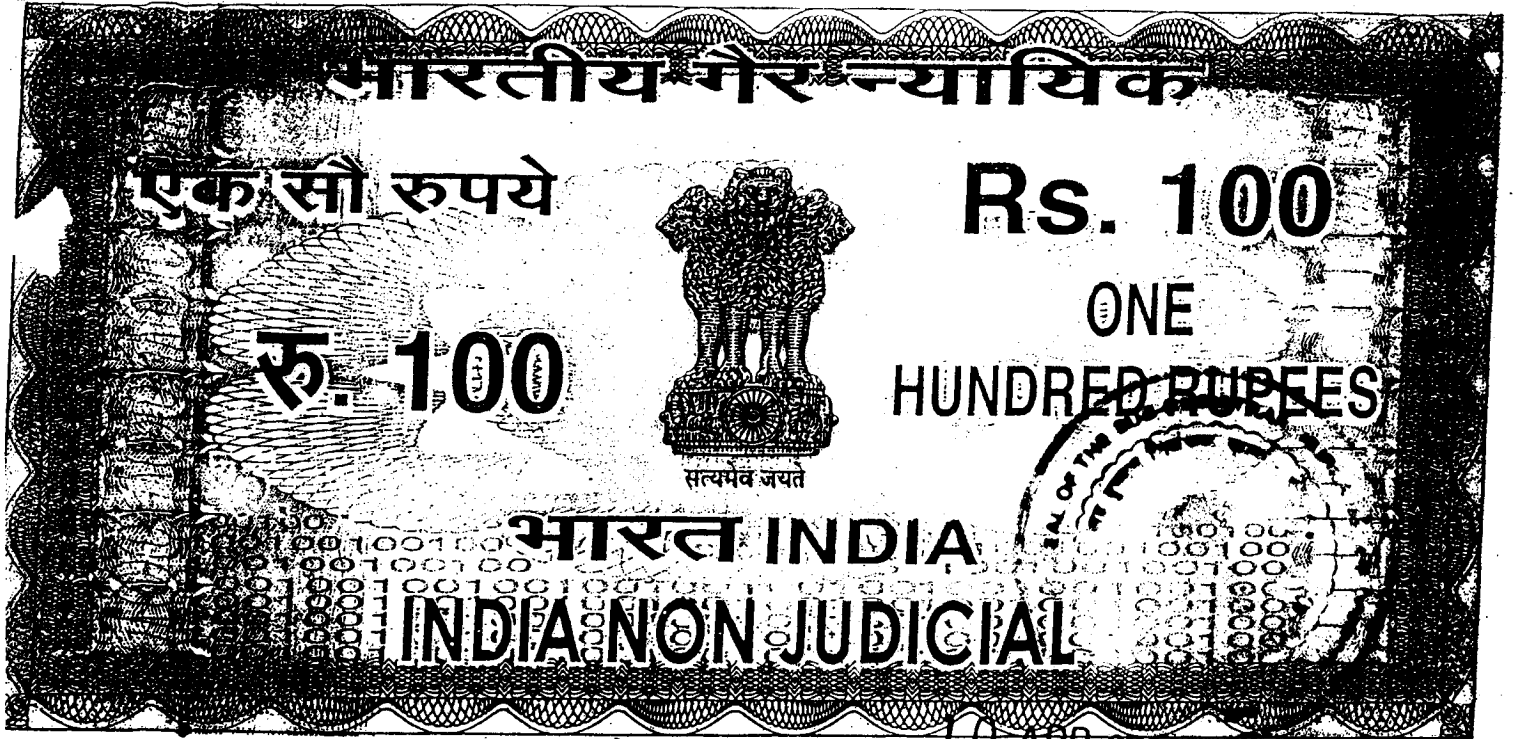
कोर (२०१४)
 कोर (२०१४)

AND WHEREAS, due to my professional preoccupation I am unable to attend to the office of the Sub-Registrar of Assurances/registering authorities for lodging and admitting execution of agreements/documents executed by me.



AND THEREFORE, I am desirous of appointing MS. VIDHI ARVINDBHAI MACHHAR, aged 24 years as my constituted attorney ("my said Attorney") to attend the office of the Sub-Registrar of Assurances/registering authorities to

(Signature)



महाराष्ट्र MAHARASHTRA

क्र.: 1082 दिनांक: 10 APR 2014

KU 320989

विक्रेता सौ. ज्योती प्र. दुआ

६, कोठाजी चाक नं. ३, वासुदेव पेंडपेकर मार्ग

टाटा हॉस्पिटल जलकाम्बळ REALESTATE REALTY AND LEISURE PVT. LTD. करल-४

श्री./श्रीमती..... Shree Laxmi Wooller Mills Estate

२nd Floor R.R. Triasary

यास न्यायिकेतर मुद्रांक पत्रे मालास Road

L.S.V. No. 6 Maharashtra Mumbai

1082 39 [Signature]

न मुद्रांक कार्यालय, मुंबई
मु.वि. क्र. ८०००००९
- 3 APR 2014
अधिकारी

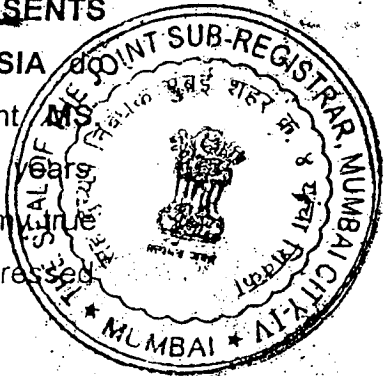
१. विनोद मंडुरकर

[Signature]
संभव
सेन. मुद्रा.

lodge and to admit execut those agreements/documents more particularly written hereinafter.

~~NOW KNOW YE ALL AND THESE PRESENTS~~

WITNESSTH that I METAL R. KHIMASIA hereby nominate, constitute and appoint VIDHI ARVINDBHAI MACHHAR, aged 24 years without any monetary consideration, to be my true and lawful Attorney for the purposes expressed that is to say:



[Handwritten mark]

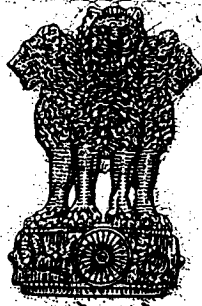
बंबई - ४ IV
9030 / 6 / 29
2098

भारतीय न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA
INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

क्र.: 1083 दिनांक: 10 APR 2014

विक्रेती सौ. ज्योती प्र. दुआ

KU 320998

६, कॉॅंटाजी चाळ नं. ३, बासुदेव पेंडणेकर मार्ग,
टाटा हॉस्पिटल जवळ, मुंबई - १२.

श्री./श्रीमती..... GRACEWORK REALTY AND LEISURE PVT. LTD.

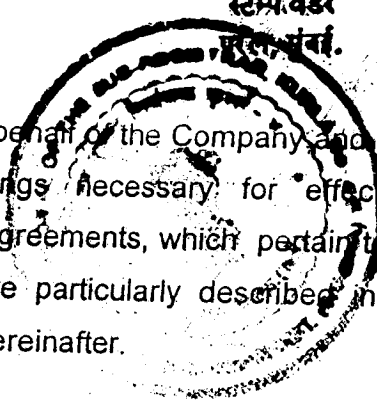
बांस न्यायिकेतर मुद्रांक पत्र लिखून
2 Floor, R.R. Hosiery

L.S.V. No. ८०८१०१२ Moses Road,
Mahalaxmi Mumbai 400011

कुल-४
१२५४४९
२०१४
बंबई - ४ १६
१६१३/२/१७
२०१४

न. मुद्रांक कार्यालय, मुंबई
उ. वि. क्र. ८०००००९
- 3 APR 2014
अधिकारी

विनोद नईकर



said property, on behalf of the Company and to do all acts and things necessary for effectively registering those agreements, which pertain to the said Property more particularly described in the Schedule written hereinafter.

This power of Attorney shall be valid and subsisting till I am in the employment of the said company or till my authority to execute agreements is revoked by the said company whichever is earlier.

(H)



बंदाई - ४		
०६३९	१२	१०९
२०४		

बंदाई - ४
 ०६३९ / १२ / १०९
 २०४



AND I DO HEREBY for myself, my executors and administrators agree to ratify and confirm all and whatsoever my said Attorney shall do or purport to do or cause to be done by virtue of these presents.

(R)

बंदाई - ४
१०९३ / १० / २९
२०१४

SCHEDULE

Office Premises/Units/Shops forming part of Phoenix Paragon Plaza (previously known as Phoenix Bazaar) situate at 15, L.B.S.Marg, Village Kurla Kirol and bearing C.T.S. No. 124/B of Village Kurla II Division, in Mumbai Suburban District Kurla (West), Mumbai - 400070.

Handwritten registration details in a rectangular box, including the number 925928 and the date APRIL.

IN WITNESS WHEREOF I have hereunto set my hands at Mumbai on this 15th day of APRIL 2014.

SIGNED AND DELIVERED by the)

Within named)

MS. HETAL R. KHIMASIA)

Handwritten signature: Khimasia



in the presence of: Prasad

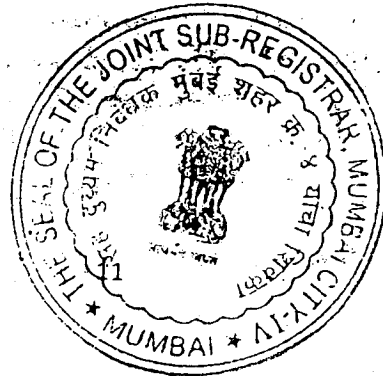
I ACCEPT THE POWER

Handwritten signature of the witness.



(MS. VIDHI ARVINDBHAI MACHHAR)

Prasad V. Phadnis Prasad



Handwritten registration details in a rectangular box, including the number 9033/99/29 and the number 8.



बंबई		
७६३१	१२	१२.१
२०१४		

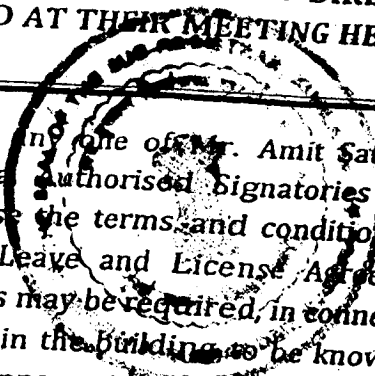


बंबई - ४
१०३३ / १२ / ११
२०१४

GRACEWORKS REALTY & LEISURE PRIVATE LIMITED

Registered Office: Phoenix Mills Premises, 462 Senapati Bapat Marg, Lower Parel, Mumbai - 400013

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF GRACEWORKS REALTY & LEISURE PRIVATE LIMITED AT THEIR MEETING HELD ON JUNE 11, 2013



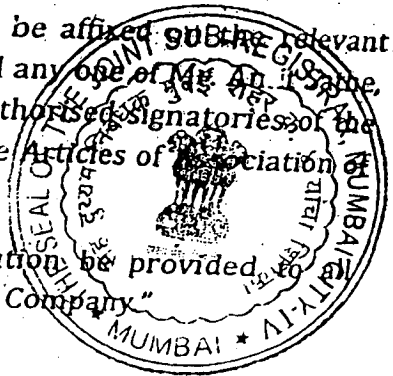
"RESOLVED THAT superseding all the earlier resolutions in force of Mr. Amit Sathe, Ms. Manisha Shah, Mr. Durgesh Vazare or Ms. Hetal Khimasia, authorised signatories of the Company, be and are hereby authorised to negotiate, finalise the terms and conditions and execute on behalf of the Company Agreement for Sale, Lease and License Agreement, Agreements for Lease, Lease Deed and any other documents, as may be required, in connection with the proposed sale/lease of built-up offices/retail shops in the building to be known as "Phoenix Bazaar/Phoenix Enclave" being constructed by the Company at Kurba - West, Mumbai.

RESOLVED FURTHER THAT Mr. Amit Sathe, Ms. Manisha Shah, Mr. Durgesh Vazare or Ms. Hetal Khimasia, authorised signatories of the Company, be and are hereby severally authorized to present and lodge in the office of the Sub-Registrar of Assurances or such other registering authorities for registering the documents executed in this regard, on behalf of the Company and to appear before him to admit the execution thereof and to appear before any such statutory/ Government Authorities, if necessary, and to do all such acts, deeds and things as may be required to give effect to the Resolution.

Handwritten signature box containing the number 9423/90/29.

RESOLVED FURTHER THAT Mr. Amit Sathe, Ms. Manisha Shah, Mr. Durgesh Vazare or Ms. Hetal Khimasia, authorised signatories of the Company, be and are hereby severally authorized to execute Power of Attorney and /or issue letter(s) of authority thereby delegating, empowering and authorizing any employee of the Company or any other person to do any or all of the acts, deeds and exercise Powers as are envisaged in the Resolution.

RESOLVED FURTHER THAT the Common Seal of the company be affixed to the relevant documents, if required, in presence of any one of the Directors and any one of Mr. Amit Sathe, Ms. Manisha Shah, Mr. Durgesh Vazare or Ms. Hetal Khimasia, authorised signatories of the Company, who shall sign the same in token thereof, pursuant to the Articles of Association of the Company.

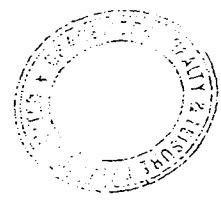


RESOLVED FURTHER THAT a certified copy(ies) of this Resolution be provided to be retained under the hand of a Director or Authorised Signatory of the Company.

CERTIFIED TRUE COPY

GRACEWORKS REALTY & LEISURE PRIVATE LIMITED

DIRECTOR/AUTHORISED SIGNATORY



Handwritten signature box containing the number 9423/90/29 and the year 2013.



करना

७६३१ १३१ १४९

२०१४



बंबई - ४

१०३३ / १४ / ५

२०१४

FORM 18

Notice of situation or change of situation of registered office

[Pursuant to section 146 of the Companies Act, 1956]

Note - All fields marked in * are to be mandatorily filled.

1.*This form is for New company Existing company

2.(a) *Corporate identity number (CIN) of company or Form 1A reference number

(b) Global location number (GLN) of company

3.(a) Name of the company

(b) Address of the registered office of the company

4. Notice is hereby given that

(a)The address of the registered office of the company with effect from

(DD/MM/YYYY) is

The date of incorporation of the company is

*Address Line I

Line II

*City

*District

*State

*ISO country code

*Pin code

*e-mail ID

(b) The full address of the police station under whose jurisdiction the registered office of the company is situated

*Name

*Address Line I

Line II

*City

*State

*Pin code

5. Service request number of relevant form

(Mention the SRN of related Form 1AD, 21, if applicable)



बंबई - ४
१६३३ / १५ / २९
२०१४
Page 1 of 2

Attachments

1. Optional attachment(s) - if any



0839	933	989
2008		

List of attachments

Empty box for list of attachments



Verification

To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete.

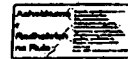
I have been authorised by the Board of directors' resolution number 1 dated 29/09/2007 to sign and submit this form

(DD/MM/YYYY)

I am authorised to sign and submit this form.

To be digitally signed by

Managing director or director or manager or secretary of the company



*Designation Director

*Director identification number of the/director or Managing Director, or Income-tax PAN of the manager, or Membership number, if applicable or income-tax PAN of the secretary (Secretary of the company who is not a member of ICSI, may quote his/her income-tax PAN)

00086762

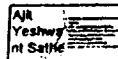
Certificate

It is hereby certified that I have verified the above particulars from the books and records of

GRACEWORKS REALTY & LEISURE PRIVATE LIMITED

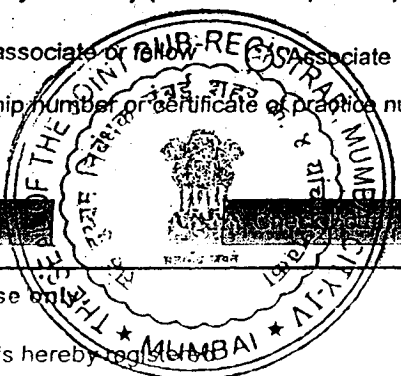
and found them to be true and correct.

- Chartered accountant (in whole-time practice) or
- Cost accountant (in whole-time practice) or
- Company secretary (in whole-time practice)



*Whether associate or fellow Associate Fellow

*Membership number or certificate of practice number 2899



For office use only

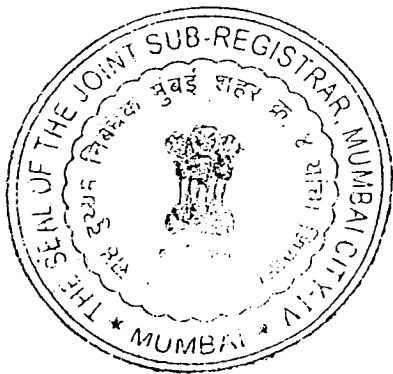
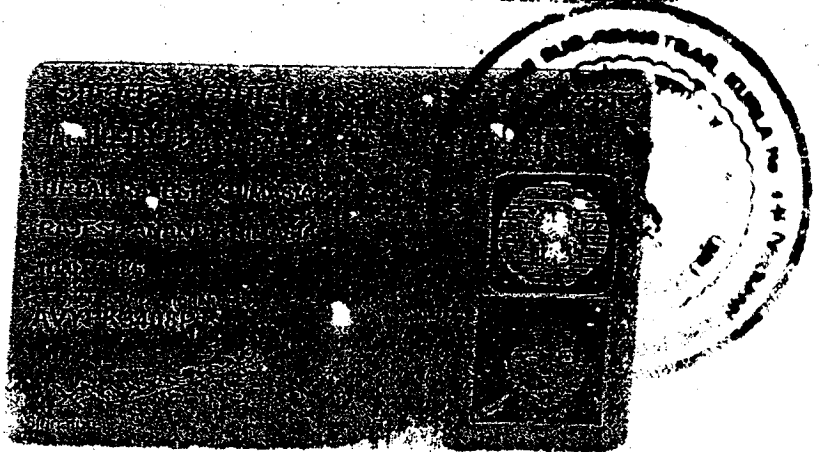
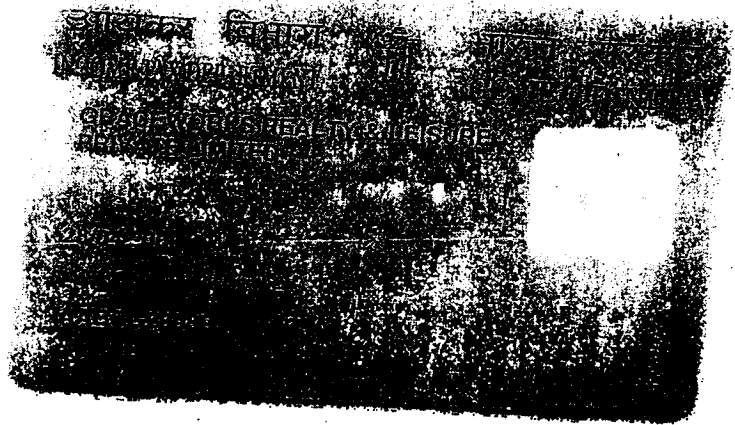
This e-Form is hereby registered

Digital signature of the authorising officer

Submitter ID

बंबई - ४
9033 / 94 / 19
2008

2007-8	
6839	93-1979
2007	



बंबई - 8
7033 / 94 / 29
2098

करनाम

७६३१ १३५ १४९
२०२५

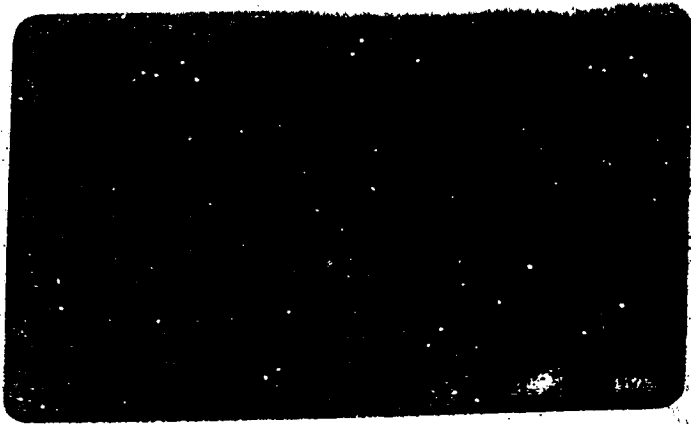


बंबई - ४

१०३३ / १८ / २१

२०१४

बं.नं.-४		
७६३७	७३६	१४९
२०९४		



बं.नं. - ४
७६३७ / ७६ / २९
२०९४

Summary I (GoshwaraBhag-1)

बुधवार, 15 एप्रिल 2014 1:33 म.नं.

दस्त गोपवारा भाग-1

बुधवार 20/29 48
दस्त क्रमांक: 1733/2014

दस्त क्रमांक: बुधवार 4 /1733/2014

बाजार मूल्य: रु. 01/-

मोवदना: रु. 01/-

भरलेले मुद्रांक शुल्क: रु. 500/-

मुद्रांक शुल्क
इ. नि. सह. दु. नि. बुधवार 4 चांचे कार्यालयात
0439934 928
क्र. 1733 वर दि. 15-04-2014
२०१५ रोजी 1:32 म.नं. वा. हजर कला.

पावती: 1872

पावती दिनांक: 15/04/2014

सादरकरणाराचे नाव: हेतल - खिमासीया

नोंदणी फी रु. 100.00
दस्त हीताळणी फी रु. 420.00
पृष्ठांची संख्या: 21
एकुण: 520.00

Khimasia

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक, मुंबई-4

सह दुय्यम निबंधक, मुंबई-4

दस्ताचा प्रकार: कलमुखत्यारपत्र

मुद्रांक शुल्क (48) जेव्हा त्यामुळे एकापेक्षा अधिक व्यक्तींना संयुक्तपणे किंवा अलगअलगपणे एका किंवा एकापेक्षा अधिक सव्यप्रहार किंवा किंवा सरसंधा काम चालविण्याचा प्राधिकार मिळकत असेल तेव्हा

शिका क्र. 1 15/04/2014 01:32:16 PM ची वेळ: (सादरीकरण)

शिका क्र. 2 15/04/2014 01:32:44 PM ची वेळ: (फी)

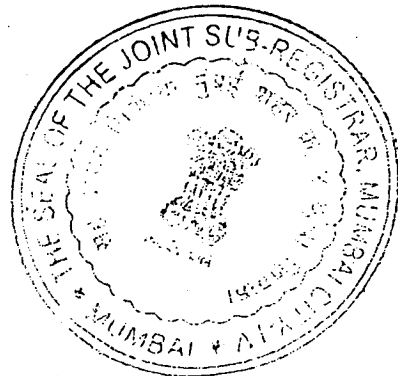
प्रतिज्ञापत्र

वेज हा नोंदणी कायदा १९०८ अंतर्गत खसलेल्या तरतुदीनुसारच नोंदणीस जा आहे. *दस्तातील संपूर्ण गजकूर, निष्पादक व्यक्ती, साक्षीदार व नेल्या कागदपत्रांची सत्यता तपासली आहे. *दस्ताची सत्यता, वैधता बीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

maro

पार:

Signature
सिंहन धेणारे:



Summary-2(दस्त गोषवारा भाग - २)



15/04/2014 1 34:35 PM

दस्त गोषवारा भाग-2

बबई4

29/29 18

दस्त क्रमांक:1733/2014

दस्त क्रमांक :बबई4/1733/2014

दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:हेतल - खिमासीया पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मार्केट सीटी रिसोर्सस प्रा ली, ब्लॉक नं: आर आर होजिअरी बिल्डिंग श्री वुलन मिल इस्टेट, रोड नं: शक्ती मिल्ल लेन ऑफ इ मोसेस रोड महालक्ष्मी मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर:	कुलमुखत्यार देणार वय :-27 स्वाक्षरी:- <i>Khimasa</i>		
2	नाव:विधी ए - मछर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मार्केट सीटी रिसोर्सस प्रा ली, ब्लॉक नं: आर आर होजिअरी बिल्डिंग श्री वुलन मिल इस्टेट, रोड नं: शक्ती मिल्ल लेन ऑफ इ मोसेस रोड महालक्ष्मी मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर:	पावर ऑफ अटॉर्नी होल्डर वय :-24 स्वाक्षरी:- <i>Atty</i>		

बरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:15 / 04 / 2014 01 : 33 : 25 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पडवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

- नाव:प्रसाद - फडणीस
वय:32
पत्ता:हिंदू कॉलोनी दादर मुंबई
पिन कोड:400014
- नाद:रणजीत - सावंत
वय:31
पत्ता:बरील प्रमाणे
पिन कोड:400013

PSA स्वाक्षरी
Ranjit स्वाक्षरी



शिक्का क्र.4 ची वेळ:15 / 04 / 2014 01 : 33 : 58 PM

शिक्का क्र.5 ची वेळ:15 / 04 / 2014 01 : 34 : 13 PM नोंदणी पुस्तक 4 मध्ये

सह दुय्यम निबंधक, मुंबई-4

प्रमाणित करण्यात येते की
दस्तामध्ये एकूण 29.....पाने आहेत.
पुस्तक क्रमांक 8/19622...../2098
ना.दस्ता
दिनांक 15 APR 2014

1733/2014

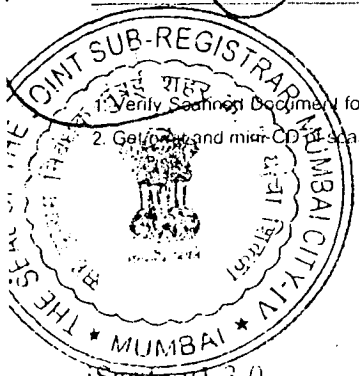
Know Your Rights as Registrants

सह. दुय्यम निबंधक, मुंबई शहर-४

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.

2. Get original and mirror CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com



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0839	932989
2000	



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

GRACEWORKS REALTY & LEISURE
PRIVATE LIMITED

28/04/2020

AABCG2308P

करदाता		
U439	980	929
2020		

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

HETAL RAJESH KHIMASIA
RAJESH ANAND KHIMASIA
10/07/1986
Permanent Account Number
AVYPK3408P



Hetalia
Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

VIDHI ARVINDHAJ MACHHAR
ARVINDHAJ AMRUTAL MACHHAR



09/01/1990
Permanent Account Number
CENPM4882D

[Signature]
Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

VIVEK V TAMBE
VITTHAL ZULA TAMBE

05/09/1983
Permanent Account Number
ABUP3485J

[Signature]
Signature



कलकत्ता		
८३३१	१४	१४
२०१५		



हमीपत्र

कसल-५

७६३१ १०५५१९

आम्ही

1) लिहून देणार

बोसवर्क्स रिअल्टी अँड बिझिनेस प्रा०ली०,
५६२, सेनापती बापट मार्ग,
लोअर परेल मु - ४०००१३.

2) लिहून घेणार

मालीमुक्त कुर्ते मारीमूल सुखश्या
जम नं - २०। ए-विंग विवेकामंद्य
को ऑप ही सो. धाराकी १० फीट रोड
मु - ४०००१७

या हमीपत्राद्वारे सह दुय्यम निबंधक कुर्ता क्र. ५ यांना हमी देतो की, सदर दस्तामध्ये
नमूद मिळकतीसोबत कोणतेही वाहनतळ (car parking) याची विक्री, हस्तांतरण होत नाही.

दिनांक:- १०/११/१५

ठिकाण:- नाहूर

1) लिहून देणार

2) लिहून घेणार



सही

(१२)

S. Mani

करल-४
७६३९ ९०३/९२९
२०१६



भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1190/10935/02554

To,
पालनिवेरु राथिनम
Palanivelu Rathinam
S/O Rathinam Laxman
room no. B / 124, santosh chawl, kanchi kolve nagar,
60 feet road,
near snail sion hospital, dharavi,
Dharavi S.O
Mumbai
Maharashtra 400017
9760081432

Ref: 37 / 21G / 53816 / 53571 / P



UIDAI No: 1190/10935/02554



आपला आधार क्रमांक / Your Aadhaar No.:

6198 1258 8807

आधार — सामान्य माणसाचा अधिकार



भारत सरकार
GOVERNMENT OF INDIA

पालनिवेरु राथिनम
Palanivelu Rathinam
जन्म वर्ष / Year of Birth : 1981
पुरुष / Male



6198 1258 8807

आधार — सामान्य माणसाचा अधिकार



भारतीय विशिष्ट आंकड़ प्रधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1104/ 0820/64461

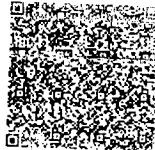
To,
 विवेक विठ्ठल तांबे
 Vivek Vitthal Tambe
 S/O: Vitthal Tambe
 A/02, Jai Laxmi Pooja Society, Ground Floor
 Subhash road
 Model English School Kumbharkhanpada, Dombivali West
 Kalyan
 Vishnunagar Kalyan Thane
 Maharashtra 421202
 9769672655

22/01/2014

SH887445824FT



SH887445824FT



आपला क्रमांक / Your No. :

8682 7786 4162

- सामान्य माणसाचा अधिकार



भारत सरकार
 Government of India



विवेक विठ्ठल तांबे
 Vivek Vitthal Tambe
 जन्म तारीख / DOB : 05/09/1983
 पुरुष / Male



8682 7786 4162

आधार - सामान्य माणसाचा अधिकार

कडल-४
०६३९ १०४१९९
२०१३



039 989 777
2086



Data of Bank Receipt for GRN MH002711387201516R

Bank - IDBI BANK

Bank/Branch :
Pmt Txn id : 68896533 Simple Receipt
Pmt DtTime : 04/08/2015 19:19:51 Print DtTime :
ChallanIdNo : 69103332015080451757 GRAS GRN : MH002711387201516R
District : 7101 / MUMBAI Office Name : IGR200 / KRL4_JT SUB REGISTRAR KURLA NO 4

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 2,28,500.00/- (Rs Two Lakh Twenty Eight Thousand Five Hundred Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Article : B25
Prop Mvblty : Immovable Consideration : 45,61,200.00/-
Prop Descr : UNIT NO 1B 821ST FLOORPHOENIX PARAGONPLAZA , LBS MARGKURLA WEST
: Maharashtra
: 400070
Duty Payer : PAN-AQDPM1233C MARIMUTHU SUBBIAH
Other Party : PAN-AABCG2308P GRACEWORKS REALTY AND LEISURE PVT LTD

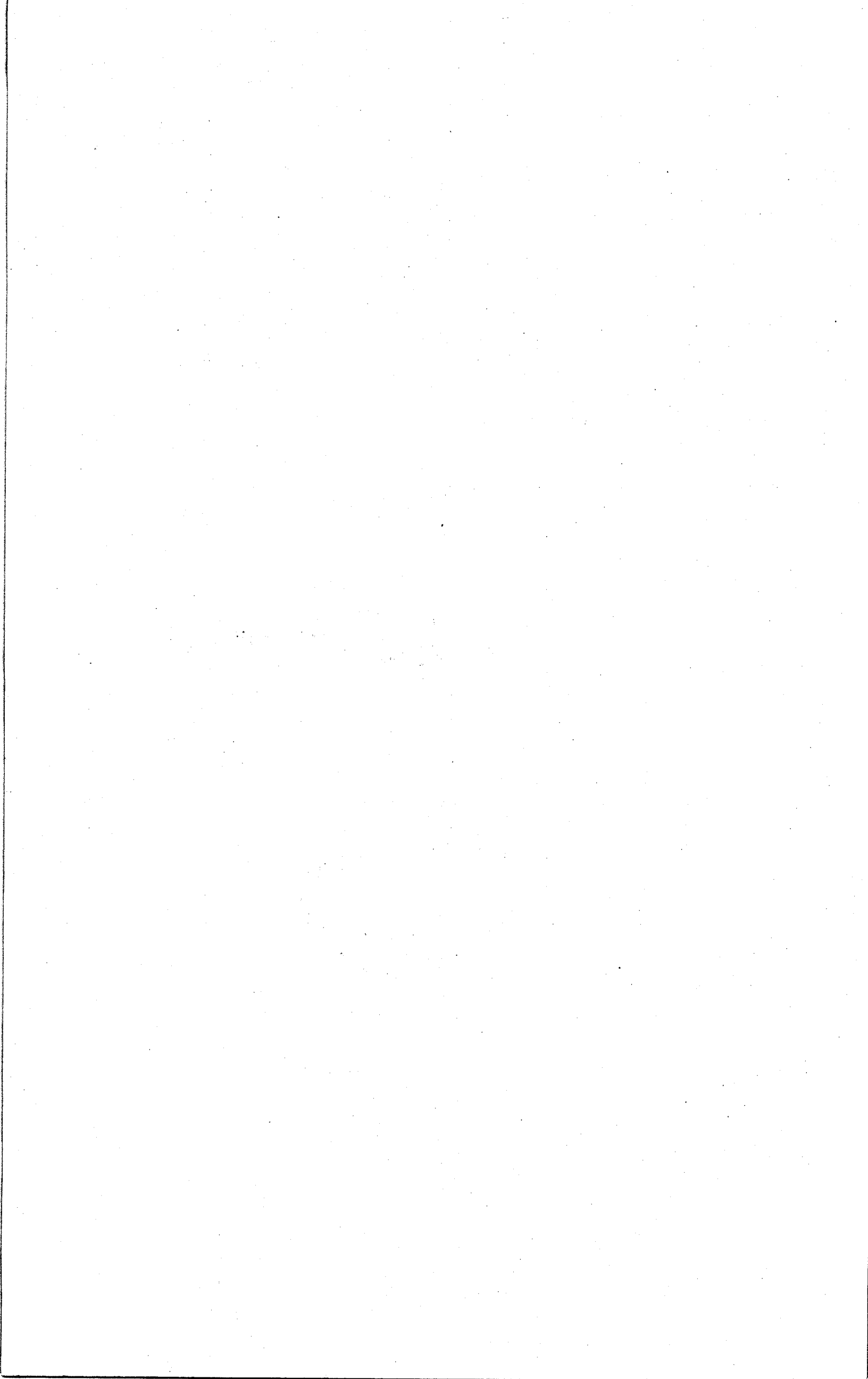
Bank Scroll No : 100
Bank Scroll Date : 05/08/2015
RBI Credit Date : 05/08/2015
Mobile Number : 919820114761

Only for verification-not to be printed and used

S. marimuthu

KRLA-4		
0839	982	98P
2014		





Summary1 (GoshwaraBhag-1)



मोमवार, 10 ऑगस्ट 2015 2:50 म.नं.

दस्त गोषवारा भाग-1

करल4

दस्त क्रमांक: 7631/2015

19/08/15

दस्त क्रमांक: करल4 /7631/2015

बाजार मूल्य: रु. 32,06,912/- मोबदला: रु. 45,61,200/-

भरलेले मुद्रांक शुल्क: रु.2,28,500/-

दु. नि. सह. दु. नि. करल4 यांचे कार्यालयात

पावती:8885

पावती दिनांक: 10/08/2015

अ. क्र. 7631 वर दि.10-08-2015

सादरकरणाराचे नाव: मारीमूत्तू - सुब्बय्या

रोजी 2:48 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2980.00

पृष्ठांची संख्या: 149

S. Maniktha

दस्त हजर करणाऱ्याची सही:

एकुण: 32980.00

[Signature]

सह दस्त निबंधक कुर्ली - 3
सह दु. निबंधक कुर्ली - 4
मुंबई उपनगर जिल्हा

[Signature]

सह दस्त निबंधक कुर्ली - 3
सह दु. निबंधक कुर्ली - 4
मुंबई उपनगर जिल्हा

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्र. 1 10 / 08 / 2015 02 : 48 : 07 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 10 / 08 / 2015 02 : 48 : 40 PM ची वेळ: (फी)





Summary-2(दस्त गोषवारा भाग - २)



10/08/2015 2 53:44 PM

दस्त गोषवारा भाग-2

करल4

दस्त क्रमांक:7631/2015

19/8/15

दस्त क्रमांक :करल4/7631/2015

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मागीमूतू - मुब्बय्या पत्ता:प्लॉट नं: रूम नं 201 , माळा नं: -, इमारतीचे नाव: ए विंग, त्रिवेकानंद को ऑप ही सो , ब्लॉक नं: धारावी , रोड नं: 90 फिट रोड , महाराष्ट्र, मुम्बई. पिन नंबर:AQDPM1233C	लिहून घेणार वय :-31 स्वाक्षरी:- <i>S. Minilli</i>		
2	नाव:प्रेमवर्कम रिअल्टी अँड लिझर प्रा ली तर्फे हेतल खिमामिया तर्फे मुखत्यार विधी ए मछर पत्ता:प्लॉट नं: 462, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: लोअर परेळ पश्चिम , रोड नं: सेनापती बापट मार्ग, महाराष्ट्र, मुम्बई. पिन नंबर:AABCG2308P	लिहून घेणार वय :-25 स्वाक्षरी:- <i>Chh</i>		

वरील दस्तगोवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:10 / 08 / 2015 02 : 50 : 00 PM

ओळख:-

खालील डमम अमे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

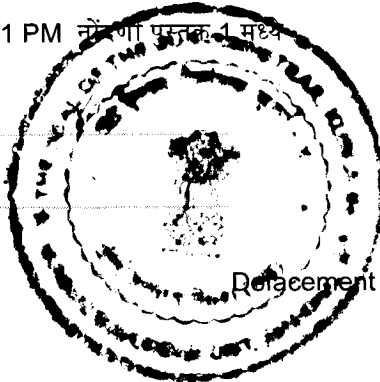
अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:विवेक - तांबे वय:31 पत्ता:ए 02, जय लक्ष्मी पूजा बिल्डिंग, डोंबिवली पश्चिम पिन कोड:421202	स्वाक्षरी <i>Vivek</i>		
2	नाव:पालनिवेलू - रतीनम वय:34 पत्ता:रूम नं वी 124, संतोप चाळ, धारावी पिन कोड:400017	स्वाक्षरी <i>R. Palanivel</i>		

शिकका क्र.4 ची वेळ:10 / 08 / 2015 02 : 52 : 13 PM

शिकका क्र.5 ची वेळ:10 / 08 / 2015 02 : 52 : 41 PM

सह दस्तगोवज करून दिल्याचे कबुल करतात - X
मुंबई उपनगरात

EPayment Details



sr. Epayment Number

Refacement Number

iSarita v1.5.0

Summary-2(दस्त गोषवारा भाग - २)

1 MH002711387201516R

0001752944201516

7631 /2015

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2. Get print and mini-CD of scanned document along with original document, immediately after registration.

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करल-४	
७६३९	१०९/१०९
२०१५	



प्रमाणित करण्यात आले की या दस्तगवारे
एकूण ७३९ ५३९५ पुस्तकां (१०९)
करल-४/ ७६३९/२०१५
पुस्तक क्रमांक १ क्रमांकावर लिहिले.
दिनांक ...१०/१२/२०१५
कि. एम. कोर
सह. दुय्यम निदेशक कार्यालय
मुंबई उपनगर जिल्हा