

XXXXXXXXXXXX

पावती

Original/Duplicate

Friday, June 13, 2014
5:47 PM

नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 6349 दिनांक: 13/06/2014

गावाचे नाव: माहिम

दस्तावेजाचा अनुक्रमांक: बबई-1-5171-2014

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: ऑन्जेरिक इन्टरनॅशनल लिमिटेड तर्फे ऑथराईस सिग्रेटरी पंकज गोयल

नोंदणी फी

रु. 30000.00

दस्ता हाताळणी फी

रु. 2600.00

पृष्ठांची संख्या: 130

एकूण:

रु. 32600.00

आपणास मूळ दस्ता, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 6:04 PM ह्या वेळेस मिळेल.
दुसऱ्या निबंधक, मुंबई-1

बाजार मूल्य: रु. 445892000/-

मोबदला: रु. 613500000/-

भरलेले सुर्वाक शुल्क:

रु. 30675000/-

सह दुसऱ्या निबंधक
मुंबई शहर क्र. १

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

सीडी/धनादेश/गे ऑर्डर क्रमांक: MH001169755201415M दिनांक: 13/06/2014

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 2600/-

DELIVERED

23/6/14

XXXXXXXXXXXX

दस्ता
पावती

Original/Duplicate

Saturday, 21 June 2014 1:54
PM

नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 6593 दिनांक: 21/06/2014

गावाचे नाव: माहिम

दस्तावेजाचा अनुक्रमांक: बबई-1-5171-2014

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: ऑन्जेरिक इन्टरनॅशनल लिमिटेड तर्फे ऑथराईस सिग्रेटरी पंकज गोयल

वर्णन

दस्ता हाताळणी फी

रु. 100.00

पृष्ठांची संख्या: 5

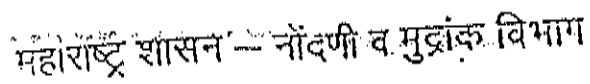
एकूण:

रु. 100.00

दुसऱ्या निबंधक, मुंबई-1

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

सह दुसऱ्या निबंधक
मुंबई शहर क्र. १



१. दस्तावेजांचा प्रकार :- कपडा रजिमा अनुच्छेद क्रमांक २५(क)

२. सादरकर्त्याचे नाव :- डे. जालीका २२ रजेशनल तिथि २५

३. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला

४. गावाचे नाव :- माहिम विमान

५. नगरभूभाषण क्रमांक / सर्व्हे क्र. / अंतिम मुखंड क्रमांक :- २३९ / व ९ / २३९

६. भूतल्य दर विभाग (झोन) :- १८ / ११८ उपविभाग

७. मिल्कतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक

प्रति चौ. मी. दर :-

दस्तावेज नमुद केलेल्या मिल्कतीचे क्षेत्रफल :- 1595.36 क्वारेपेट / विल्ट अप ची. मीटर / फूट

कोटपाकिंग :- 13.39x40 गैज्यो :- 434.6 जो भी 23 पोटमाळा :-

सूचना क्रमांक :- 1201

वाचक नाम वर्ष :- घसारा :-

अध्यामाचा प्रकार :- आरआरसी / इतर पदके / अर्धे पदके / सज्जे

वाजारमुल्यदर तक्तातील मार्गदर्शक सुचना क्र.:- _____ ग्यान्वये दिलेली घट / वाढ

१४. भाडेकरू व्याप्त निवृत्त असल्यास :- १. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :- _____

$1595.36 \times 3017306 \times 5^1 = 40,91,62,777$ नवीन श्वास्तीत दिलेले क्षेत्र :-
 $13.34 \times 40 \times 274300 \times 25^1 = 36728770$ न: भाड्याची रक्कम :-

३: भाळ्याची रक्कम :-

44, 58, 91, 547

विह जॅन्ड लायसन्सचा दरता :- १.प्रतिमाह भाडे स्वकम :-

અનિવાસી / અનિવાસી

૨. અજ્ઞાનતા રક્ષક / આગાહી ખાલે :-

३. सगलावधी :-

निर्धारित केलेले राजारमूल्य :- 44,58,92,000/-

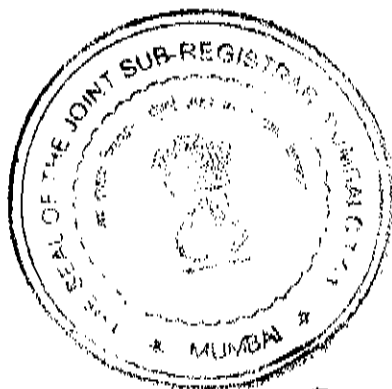
१७. दस्तावेज्ये दर्शविलेली मोयदला :- 61,35,00,000/-

१८. देय मुद्रांक शुल्क :- 306,75,000/- रत्नें मुद्रांक शुल्क :- 3,06,75,000/-

१३. देय नोंदणी की : 30000/-

सह दुय्यम निबंधक

मुंबई शहर क्र. १



अवधि - २		
४९६९	२	१३५
२०२४		

संख्या १०२/२०२४
१३/०५/२०२४

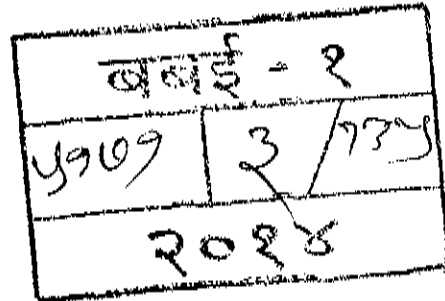
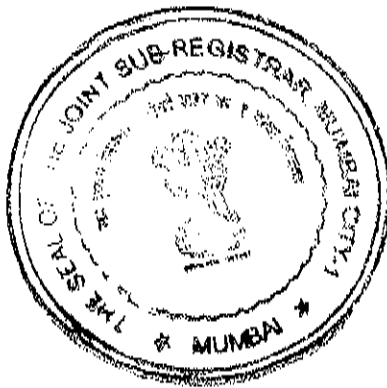


भारतीय स्टेट बैंक
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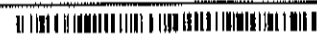
E-Receipt

**Government of MAHARASHTRA
GRAS Department**

Name of the Depositor	THE RUBY MILLS LIMITED
Government Reference Number	MH001169755201415M
SBI Reference Number	CK47222826
Challan Amount	30000.00
Amount(In Words)	Thirty Thousand Rupees
Transaction Date and Time	13-Jun-2014 11:29:41 AM
Status	Success

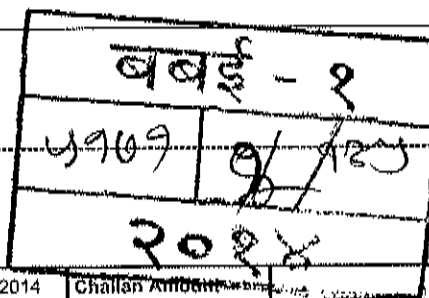


CHALLAN
MTR Form Number-6

GRN MH 00 1169755 201415M		BARCODE 		Date 11/06/2014-16:30:27		Form ID 25.2	
Department Inspector General Of Registration				Payer Details			
Type of Registration Fees				TAX ID (If Any)			
Payment				PAN No.(If Applicable) AAAC0220G			
Office Name BOM1_MUMBAI CITY 1 SUB REGISTRAR				Full Name THE RUBY MILLS LIMITED			
Location MUMBAI				Flat/Block no. 231 1/231			
Year 2014-2015 One Time				Premises/Bldg			
Account Head Details		Amount in Rs.		Road/Street Mumbai			
0030063301 Amount of Tax		30000.00		Area/Locality Mumbai			
				Town/City/District			
				PIN 4 0 0 0 2 8			
				REMARKS PAN2~PN=ANGELIQUE INTERNATIONAL LIMITED~CA~			
				(If Any)			
				Make payment at any of the listed branches * of			
				STATE BANK OF INDIA			
				handling Government of Maharashtra Business,Third Party E-Tax			
				Before 18/06/2014			
Total		30000.00					
Amount In Words		Thirty Thousand Rupees Only					
Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK					
Cheque-DD Details		Bank CIN		REF No.			
Cheque/DD No.		Date					
Name of Bank		Bank-Branch		STATE BANK OF INDIA			
Name of Branch		Scroll No. ,Date					

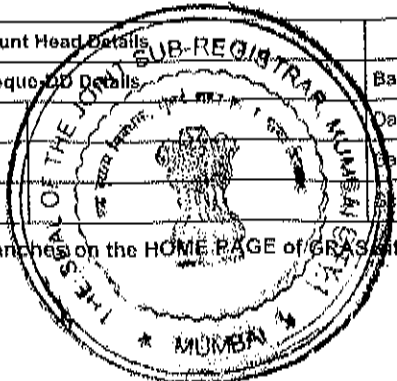
Mobile No. : Not Available

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GRN	MH001169755201415M	Challan Date	11/06/2014	Challan Amount	30000.00
Party Name	THE RUBY MILLS LIMITED				
Amount In Words	Thirty Thousand Rupees Only				
Account Head Details			Payment Details		
Cheque/DD Details			Bank CIN	REF No.	
Cheque/DD No.			Date		
Name of Bank			Bank-Branch STATE BANK OF INDIA		
Name of Branch			Scroll No. ,Date		

*Please see the list of branches on the HOME PAGE of GRAS site where you can make payment.



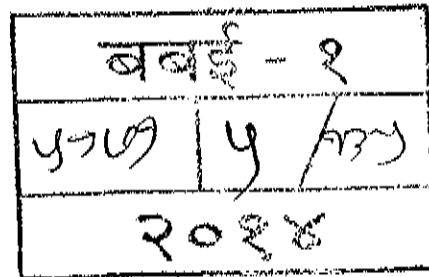


भारतीय स्टेट बैंक
State Bank of India
The Banker to Every Indian

E-Receipt

**Government of MAHARASHTRA
GR4S Department**

Name of the Depositor	THE RUBY MILLS LIMITED
Government Reference Number	MH001169470201415M
SBI Reference Number	CK47190421
Challan Amount	30675000.00
Amount(In Words)	Three Crores And Six Lakhs And Seventy Five Thousand Rupees
Transaction Date and Time	12-Jun-2014 04:02:33 PM
Status	Success





पत्र - २	
५९८९	६ / १३५
२०२४	

बवई - २	
३९७९	७/६३७
२०१४	

AGREEMENT FOR SALE



'THIS AGREEMENT FOR SALE (hereinafter referred to as the "Agreement") made at Mumbai this 12th day of June 2014.

BETWEEN



THE RUBY MILLS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Ruby House, J.K. Sawant Marg, Mumbai 400 028 having PAN: AAAC0220G and CIN: L17120MH1917PLC000447, hereinafter called "OWNER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Party;

AND

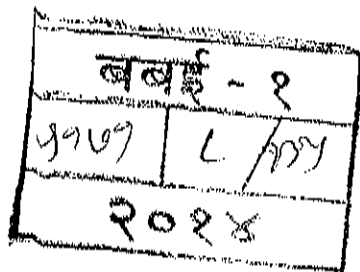
MINDSET ESTATES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Govardhan Building No. II, 2nd floor, Dr. Parekh Street, Prarthana Samaj, Mumbai - 400 004 having PAN AAFCM3426Q and CIN: U45202MH2008PTC177318, hereinafter called "THE DEVELOPER" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second Party;

The Owner and the Developer shall hereinafter be collectively referred to as "the Promoters".

AND



Handwritten signature.



ANGELIQUE INTERNATIONAL LIMITED., a company registered under the Companies Act, 1956 having its Registered Office at 104-107 Hemkunt Tower, 1st Floor, 98 Nehru Place, New Delhi - 110019 having PAN AACCA4675N, and CIN U18109 DL 1996 PLC 075132, hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns as permitted under these presents) of the Third Part.

Each party shall be individually referred to as "the Party" and collectively as "the Parties".

WHEREAS:

I. By a Conveyance dated 30th January, 1917 registered with the Sub Registrar of Assurances at Bombay under Serial No. 618 Hormusji Framji Commissariat and Mr. Ardeshir Bomanji Dunash (therein collectively called "the Vendors" of the One Part) granted and conveyed unto Hormusji Ardeshir S Goculdas & Company Limited (therein called "the Company") of the Other Part, all that pieces or parcel of land of pension and tax tenure admeasuring 34,393 square yards or thereabouts and bearing New Survey Nos. 4/1306, 1/1301, 1/1302, 1/1302 and 1/1425 and Cadastral Survey No. 231 situate at Mahim together with the structures standing thereon (hereinafter referred to as the "First Property") and more particularly described in the First Schedule thereunder written for the consideration and covenants therein mentioned.

II. By a Resolution passed at the meeting of the Shareholders held on 12th July, 1918, the name of Hormusji Ardeshir S. Goculdas & Company Limited was changed to the Ruby Mills Limited and the same was sanctioned by the Secretary to the Government of Bombay by his letter No.8582 of 1918 dated 22nd August, 1918. The Registrar of Companies by their Certificate of Change of Name dated 2nd September, 1918 certified that the name of Hormusji Ardeshir S. Goculdas & Company Limited was changed to The Ruby Mills Limited.

III. By a Conveyance dated 16th August, 1939 registered with the Sub Registrar of Assurances at Bombay under Serial No.4873 on 19th December, 1939 made between the Municipal Corporation of the City of Bombay (therein called "the Corporation") of the First Part, Madusudan Damodar Bhatt, the Municipal



बबई - २	
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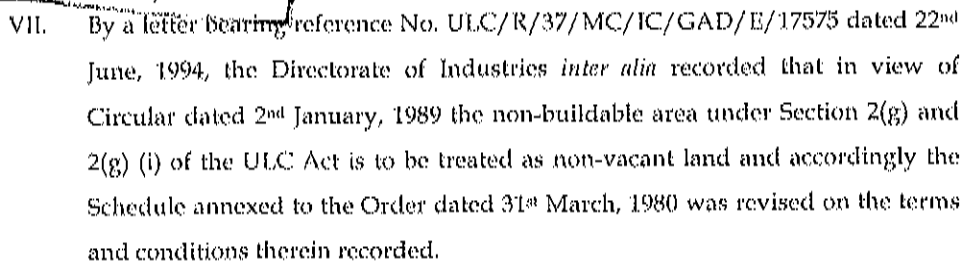
Commissioner for the City of Bombay (therein referred to as "the Commissioner") of the Second Part and the Owner (therein called "the Purchasers") of the Third Part, the Corporation therein granted and conveyed unto the Owner all that pieces or parcels of land bearing Plot No. 3 admeasuring 600 square yards or thereabouts bearing New Survey No. 1425 and Cadastral Survey No. 1/231 of Mahim Division situate, lying and being at a proposed 50 ft. road joining Tulsi Pipeline road (hereinafter referred to as the "Second Property") more particularly described in the Schedule thereunder written for the consideration and on the covenants therein contained.

- IV. By a Declaration dated 20th February, 1962 registered with the Sub Registrar of Assurances at Bombay under Serial No. 771/62 on 19th September, 1962 one Mr. Mulraj Goculdas (the then Director of the Owner), *inter alia*, declared and stated that the original Conveyance dated 30th January, 1917 registered with the Sub-Registrar of Assurance at Bombay under SerialNo.618 was not traceable and that neither the Owner nor any person acting on its behalf had created any mortgage, charge, encumbrance or lien by depositing the said Deed of Conveyance dated 30th January, 1917 in favor of any third party. The said Declaration dated 20th February, 1962 has not been brought to challenge before any court by any party till date.
- V. By an Order bearing No. ULC/R-37/MC/IC/GAD/923 dated 31st March, 1980 passed under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as the "ULC Act"), the Director of Industries *inter alia* permitted the Owner to hold excess vacant land admeasuring 8279 square meters (hereinafter referred to as the "said Exempted Land") for the purpose of Industry on the terms and conditions stated therein.
- VI. By a letter dated 3rd February, 1994 bearing No. C/ULC/D.III/22/5030, the office of the Additional Collector and Competent Authority ULC Act *inter alia* stated that the said Exempted Land is not a vacant land within the meaning of ULC Act and permission under Section 22 of the ULC Act will be considered only after the said Exempted Land becomes vacant after all the structures are demolished as stated therein.



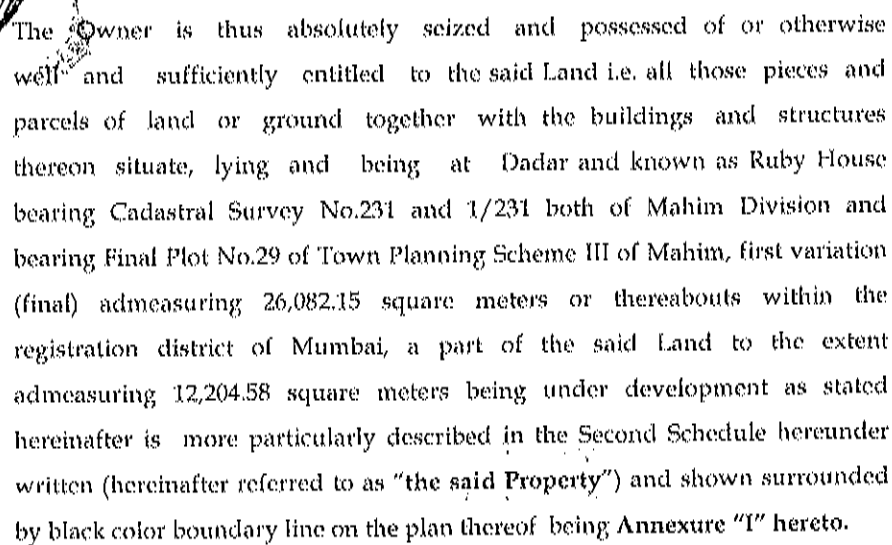
AM





VIII. Pursuant to the Town Planning Scheme III of Mahim area, the First Property and the Second Property were collectively allotted Final Plot No.29 which is recorded in the survey register and the area of the said Final Plot No.29 stood reduced to 26,082.15 square meters (hereinafter called the "said Land") which is more particularly described in the First Schedule hereunder written and shown surrounded by black colour boundary line on the plan annexed hereto as Annexure "I".

IX. By a letter bearing No. CH.E/DP/406/TPS/Mahim dated 24th May, 1994, the Executive Engineer, Town Planning, City, Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), *inter alia* recorded that the Final Plot No. 29 is 26082.15 square meters and the user of the plot as per 1st variable (final) is Industrial Zone (Special I-2.) and that the development of plot will be governed by Building Regulations of 1st variation of T.P.S. III of Mahim area, Building Bye-laws & development Control Regulations.



2
RM



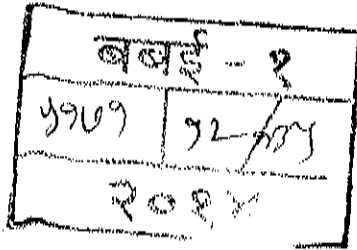
बबई - १	
4707/96	99/607
२०१४	

- XI. A Notice of Lispendens dated 31st December, 1996 is registered with the Sub Registrar of Assurances at Bombay under Serial No.4707/ 96 by one Shri Surendra Balchandra Samuel and others in respect of City Civil Court, Bombay Suit No. 5956 of 1996 which pertains to Flat No.6 in the building known as Shashank situated at Manmala Tank Road, Mumbai 400 016 and the same was erroneously mentioned as on land bearing C.S. No. 231 of Mahim Division instead of C.S. No.444. By a Deed of Rectification dated 11th December, 1997 and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BBE-4338/98 on 28th September, 1998 the said Notice of Lispendens was rectified.
- XII. The Owner filed a Writ Petition in the High Court of Bombay, being Writ Petition No.1684 of 1998 *inter-alia* seeking Orders for issue of writ of mandamus and or writ of certiorari for quashing and/or setting aside of an Order dated 29th February, 1996 passed by the Government of Maharashtra *inter alia* directing the Municipal Commissioner not to give any building permission for lands of and reserved as Cotton Textile Mills unless it conforms to an integrated development plan of Textile Mill area then under preparation.
- XIII. By an Order dated 15th December, 1999, the Hon'ble High Court of Bombay passed an Order *inter alia* recording a statement made by Advocate General on behalf of State of Maharashtra that an integrated Development Scheme for the Mills will be finalized within a period of 8 weeks from the date thereof and in the event the scheme is not finalized, the Owner's case will be considered on individual merits in accordance with law without reference to the said Order dated 29th February, 1996. In view of the statement made by the Advocate General, the Petition was withdrawn with liberty to file fresh one if need arose.
- XIV. Since the Government of Maharashtra did not take any steps despite of the said Order dated 15th December, 1999 the Owner filed a Contempt Petition No. 64 of 2000 in the said Writ Petition No.1864 of 1998 seeking necessary Orders.
- XV. By a letter bearing reference. No. TEX 3092 CR 326/TEX-3 dated 21st July, 2000, the Government of Maharashtra Co-operation and Textile Department *inter alia* conveyed its approval to the Scheme of Modernization in accordance with the provisions of Regulation 38(2) of the DC Regulations, 1991 without reference to



→ RW





the Order dated 29th February, 1996 subject to the Owner, *inter alia*, getting permission/ sanction for the development/ redevelopment from MCGM and that the maximum area to be developed/ redeveloped not to exceed 3736.20 square meters as stated in the said letter.

XVI. By an Order dated 24th July, 2000 in Contempt Petition No.64 of 2000 in Writ Petition No. 1684 of 1998 the Hon'ble High Court of Bombay *inter alia* confirmed the aforesaid approval dated 21st July, 2000 of the Government of Maharashtra Co-operation and Textile Department and disposed of the said Contempt Petition.

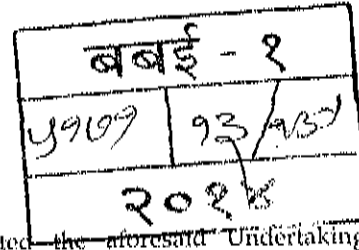
XVII. By a letter bearing No. Ruby 2003/2173/CR 264/TEX-3 dated 15th March, 2004, the Co-operation Marketing & Textiles Department, Government of Maharashtra, *inter alia*, granted sanction to Shifting-cum-Modernization Scheme of the Company under Regulation 58 of D.C. Regulations subject to the Company obtaining necessary permissions from the Commissioner of MCGM for utilization of built up area of existing structures to the extent of 17,925 square meters with or without its reconstruction as well as balance FSI for commercial purpose and on the other terms and conditions therein contained.



The MCGM sanctioned building plans on 9th February 2005 for construction of building on the said Property and the Commencement Certificate No. BBPC/939/GN/A was issued on 15th July, 2005 which was renewed from time to time. The aforesaid building plans were also amended from time to time by MCGM and the last amendment was sanctioned vide its letter bearing BB/939/GN/A dated 25th February 2010 for construction of a multistoried building comprising of basement, podium, three upper levels of parking, and 36 upper floors for Information Technology, Information Technology Enabled Services and other ancillary services as permitted in accordance with the extant IT Policy (hereinafter referred to as the "said Building") on the terms, conditions and covenants therein contained.

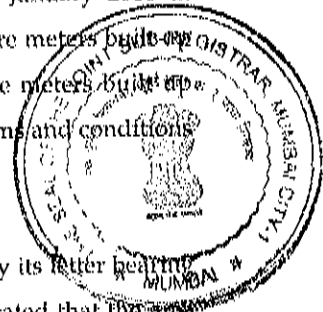
XIX. The Owner through its directors and authorized persons have executed various registered Undertakings and Indemnities in favor of MCGM and other concerned Authorities in the regular course of obtaining permissions/ sanctions for construction of the said Building on the said Property. The Owner





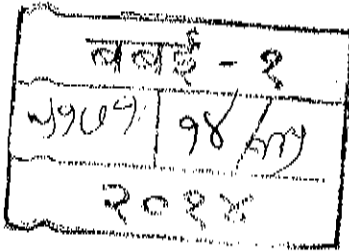
hereby represents that it has executed ~~the aforesaid~~ Undertakings and Indemnities as required by MCGM in the regular course of obtaining the permissions/ sanctions for construction of the said Building and not otherwise.

- XX. The developer has borrowed monies from time to time and the charges are released. The said Property is presently mortgaged to secure repayment for a loan of Rs.337 Crores (Rupees Three Hundred and Thirty Seven Crores only) from Axis Bank vide it's sanction letter no. AXISB/Co/RMC/SK/2011-12/15462 dated 27th September, 2011 for which charge has been created by an Indenture of Mortgage dated 29th February, 2012, duly executed and registered with Sub-Registrar of Assurances at Mumbai under sr. no. BBE/-21345/2/2012.
- XXI. The Government of Maharashtra Directorate of Industry by their letter bearing No. DI/IT/LOI/The-RUBY/173/2008/B-1720 dated 10th January 2008 issued a Letter of Intent (hereinafter referred to as the "said LOI") as private sector Information Technology Park in respect of built up area for IT unit admeasuring 12966.4 square meters built up area and for support service area admeasuring 3241.6 square meters built up with 616 parking slots on the said Property and on the terms and conditions therein contained. The said LOI was further amended vide Notification of Government of Maharashtra, Directorate of Industries No. DI/IT/IT Park/LOI/The Ruby /173/2010/C-391 dated 11th January 2010 in respect of built up area for IT Unit admeasuring 32566.60 square meters built up area and for support service area admeasuring 8141.65 square meters built up area with 593 parking slots on the said Property and on the terms and conditions therein contained.
- XXII. The Government of Maharashtra, Environment Department, by its letter bearing No. ENV 2008/CR 71/TC-II dated 16th April 2008 *inter alia*, stated that the area under reference, i.e., the said Property is less than 500 HIA and hence the project does not attract schedule 7 (c)) EIA Notification No. SO 1533 (E) dated 14th September 2006 and advised to take the mitigated measures during the construction and operation phase enclosed in the annexure thereto. However by another letter no. MOEF/21/64/2008/IA-III/TC-I dated 31st January, 2009 the Government of Maharashtra accorded Environmental Clearance under category



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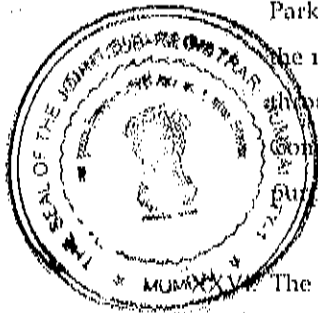
8(o) of EIA notification 2006 subject to the strict compliance with specific and general conditions mentioned therein.

XXIII. The Owner is required to comply with various terms and conditions as prescribed from time to time by the State Government while permitting the land belonging to the Cotton Textile Mills under Rule 58 of the Development Control Regulation of Greater Mumbai, 1991 (hereinafter referred to as "DCR").

XXIV. Pursuant to the minutes of the Monitoring Committee, held on 16th July 2007, a letter bearing No.CHE/170/DPES/Monitoring dated 31st July, 2007 was addressed by the Member Secretary to UTI Bank (now known as Axis Bank Ltd., Shivaji Park Branch) *inter alia* recording that the Committee has granted permission to the Owner to treat Account bearing No.341010200001922 as an Escrow Account under provision of Regulation No.58 of DCR.

XXV. Pursuant to the meeting of the Monitoring Committee held on 12th January 2010, a letter bearing no. Ch.E./DPES/ Monitoring dated January 2010 was addressed by the Member Secretary to UTI Bank (now known as Axis Bank Ltd., Shivaji Park Branch) *inter alia* recording that the Committee has granted permission to the management to utilize the amounts received through sales without routing through the Escrow Accounts. The management is only required to inform the Committee as and when such amounts are received and utilized by them for the purpose of record.

XXVI. The Owner has also obtained (a) No Objection Certificate ("NOC") from Chief Fire Officer vide its letter bearing Reference No.FBH/BD/1246 dated 13th October, 2008; (b) permission from the High Rise Committee vide its letter bearing Reference No. c.h.E/HRB-107/DPWS dated 23rd December, 2008; (c) NOC from Airport Authority of India bearing Reference No.BT-1/NOCC/CS/Mum/08/517/979-82 dated 10th February, 2009; and (d) Further NOC from Airport Authority of India bearing reference no.AAI/20012/54/2010-ARI dated 1st June 2010.



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XXVII. The Owner commenced construction of the said Building on the said Property in accordance with the plans sanctioned by the MCGM.

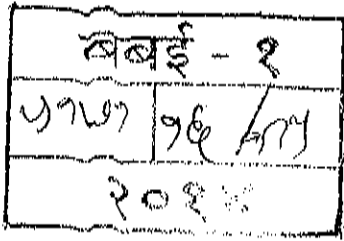
XXVIII. The Owner intended to focus on its textile business and needed professional expertise to develop and realize better value of the said Property and accordingly by and under a Deed of Development dated 2nd May, 2008 (hereinafter referred to as the "Deed of Development") made between the Owner (therein also called the Owner) of the One Part and the Developer (therein also called the Developer) of the Other Part, the Owner granted to the Developer the development rights for utilization of FSI of 32,500 square meters extendable up to 36,000 square meters on the said Property i.e., a portion of the said Land to the extent of 12,204.58 sq. mtrs. at or for the consideration and on the terms and conditions therein contained.

XXIX. By a Deed of Confirmation dated 28th January, 2009 made between the Owner (therein also called the Owner) of the One Part and the Developer (therein also called the Developer) of the other part and registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No.BBE3-1804 of 2009 inter alia confirmed the execution of the said Deed of Development dated 2nd May, 2008 and also confirmed that after adjudication on 22nd December, 2008 under adjudication No.SDE/new/537/08, the said Deed of Confirmation is duly stamped and the said Deed of Development dated 2nd May 2008 was annexed to the said Deed of Confirmation dated 28th January, 2009.

XXX. The Promoters have appointed M/s. 199 Architectural Consultants for sanction of plans and M/s Access Architects as project Architect both registered with the Council of Architects and has also appointed Structural Consultants Messrs. Pravin Gala & Associates for the preparation of the structural designs drawings and specifications of the said Building to be constructed on the said Property.

XXXI. The Promoters have given inspection to the Purchaser and the Purchaser has perused all documents of title relating to the said Property, the said Premises (defined herein below) including the said ULC order, the approved building plans designs and specifications prepared by the Architects M/s. 199 Architectural Consultant and the L.O.D. Commencement Certificate and such





other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter for the sake of brevity called "the Maharashtra Ownership Flats Act") and the Rules made thereunder.

XXXII. Copy of Certificate of Title issued by M/s. Federal & Rashmikan, Advocates & Solicitors for the Owners is hereto annexed and marked as Annexure "II". Copy of Extract of Property Register Card showing the Owner's title to the said Property is hereto annexed and marked as Annexure "III". The Purchaser has accepted the title of the Owners based on the said Certificate of Title issued by M/s. Federal & Rashmikan, Advocates & Solicitors.

XXXIII. While sanctioning the said plans for the construction of the said Building on the said Property, the concerned local authority and/or Government have laid down various terms, conditions, stipulations and restrictions and in particular restrictions with regards to the user of the premises namely for Information Technology and Information Technology Ancillary Services only, which are to be strictly observed and performed by the Purchaser while using the said Premises (defined hereinbelow).

Thus, Promoters have obtained Occupation Certificate bearing No. EE/939/GN/A dated March 14, 2011 from MCGM to partly occupy ground floor, 1st and 2nd upper floor for car parking area, 3rd to 20th upper floors for user portion only in the said Building the copies of the aforesaid Occupation Certificates are attached hereto as Annexure "IV".

XXXV. The Purchaser has represented to the Owner/Developer that they are desirous to purchase the premises for the purposes laid down under the Information Technology Policy passed by the Government of Maharashtra Industries Energy and Labour Department vide Government Resolution No. IMC 2008/CR 46/Industries -2 dated 13th August, 2008 and approached the Developer for purchase of premises in the said Building with the exclusive right to park 40 cars in the car parking areas in The Ruby;



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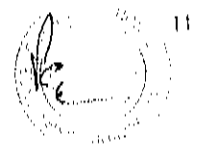
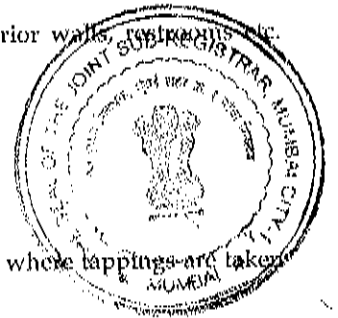
XXXVI. The Purchaser has further represented to the Owner/Developer that they are desirous of purchasing the said premises and thereafter let the same on leave and license basis to Ernst and Young or any other person/persons (hereinafter referred to as 'the Licensee') by entering into a Leave and License Agreement (which shall mean and include any first leave and license or similar such agreement/arrangement that may be arrived at hereafter with the Licensee by the Purchaser herein), hereinafter referred to as the Leave and License Agreement.

XXXVII. The Owner/Developer have agreed to sell to the Purchasers and the Purchasers have agreed to purchase/acquire the premises on as is where is basis on entire 12th floor, in the said Building known as "The Ruby" (hereinafter referred to as "the said Premises", details whereof are defined hereinafter) together with the exclusive right to park 40 cars in the car parking areas in The Ruby at the price with full notice of the several terms, agreements, provisions, covenants and conditions contained in the said Development Agreement and also subject to the terms and conditions hereinafter contained. The Owner/Developer have agreed to not to raise any objection in the Purchaser letting out the said Premises as stated hereinabove so long as such licensee carries on activities which are IT/ITES related activities;

XXXVIII. "Bare Shell" shall mean a premises with an unfinished interior without ventilation, lighting, plumbing, ceiling, flooring, interior walls, etc. but including the following :-

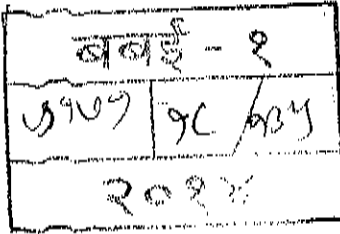
- (a) 8 common Elevators;
- (b) Façade of the Building;
- (c) Water and airtight condition;
- (d) High end HVAC at one place on the floor from where tapplings are taken for the said Premises;
- (e) Electrical wiring till the entrance of the said Premises;
- (f) Water connection at the place shown in the plan;
- (g) Fire Fighting system for the building with sprinklerheader;

XXXIX. The Developer/Owner shall at its entire risks and costs develop the said Property and construct and complete the said Building, "The Ruby", in all respects, as permissible in accordance and compliance with the sanctioned



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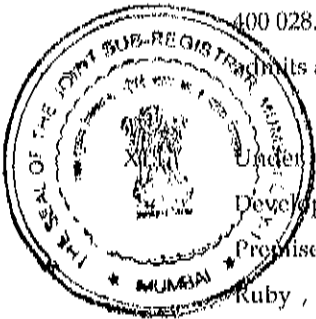
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building plans together with modifications thereto and the terms and conditions of the licenses issued by MCGM for development and construction of the said Building, "The Ruby". The Owner and Developer represent to the Purchasers that the construction and completion of the said building, "The Ruby", shall be in two stages. In the First Stage, the construction upto 17 storeys has been completed and Part Occupation Certificate is issued in respect of inter alia the Said Premises on 14th March, 2011 and in the Second Stage, the remaining floors have been constructed and construction is nearly complete. The Owner and Developers shall hand over the constructive possession of the said Premises to the Purchasers on or after execution.

XL. The Purchaser agrees to pay to the Developer a consideration of Rs.61,35,00,000/- (Rupees Sixty One Crores Thirty Five Lac Only) for purchase of the said Premises. The purchaser herein has paid to the Developer a sum of Rs 9,00,00,000/- (Rupees Nine Crores Only) (i.e. Rs.3,00,00,000/- vide cheque No 614095 dated 3/1/2014 drawn on IndusInd Bank Limited and Rs.6,00,00,000/- vide cheque No. 614142 dated 20/1/2014 drawn on IndusInd Bank Limited) as earnest money (the payment and receipt whereof the Developer hereby admits and acknowledges) and the Purchaser shall pay to the Developer, after deduction of tax at source, Rs 61,35,000/- as per provisions of Section 194IA Income Tax Act 1961, the balance consideration of Rs. 51,73,65,000/- (Rupees Fifty One Crores Seventy Three Lac Sixty Five Thousand Only) vide RTGS UTR No. 7100301463647 dated 12th June 2014 into the Bank Account No : 912020003360268 at Axis Bank Ltd., Shivaji Park Branch, Dadar (W), Mumbai - 400 028. (IFSC Code : UTIB0000341) the receipt of whereof the Developer hereby admits and acknowledges,

Under Section 4 of the Maharashtra Ownership Flats Act, the Owner and Developer are required to execute a written agreement for sale of the said Premises with the exclusive right to park 40 cars in the car parking areas in The Ruby, being in fact these presents which requires to be registered under the Registration Act, 1908;



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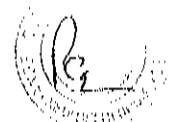
- XLII. The parties are desirous of recording the terms and conditions on which the Developer has agreed to sell the said Premises along with the exclusive right to park 40 cars in the car parking areas in The Ruby to the Purchaser and the Purchaser has agreed to purchase in the manner hereinafter appearing:

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

1. The Developer shall complete the said Building known as "The Ruby" as per the aforesaid sanctioned building Plans. The Developer agrees that it shall be the liability of the Developer to complete the said Building according to the plans and specifications approved or to be approved and/or amended by the MCGM. The Ruby, as sanctioned at present, is to consist of basement, three upper levels for parking, podium and 36 upper floors. If the Developer decides to vary/amend the said sanctioned plan and if the MCGM permits construction of additional floor/s and/or additional building and/or amendment to the said sanctioned building plans, then in such event, the Developer/Owner alone shall be entitled to and shall construct such additional floor/buildings as per such revised building plans. The Purchaser hereby expressly consents to the same, so long as the total area and location of the said Premises and the amenities set out in this Agreement are not reduced or affected in any manner prejudicial to the interest of the Purchaser. This consent shall be considered to be the Purchaser's consent contemplated by section 7(1) (i) and (ii) and 7A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Act, 1963.

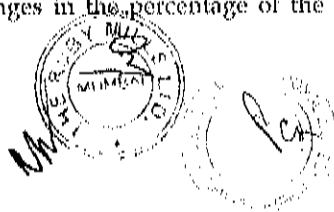
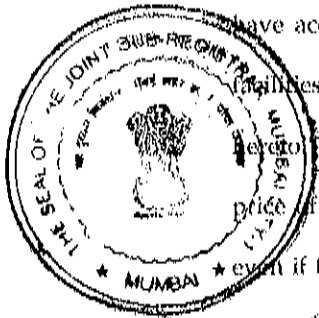


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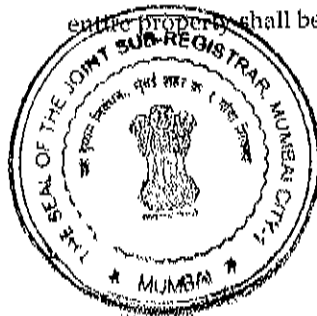
2. The Purchaser hereby agrees to purchase/acquire premises on entire 12th floor, having carpet area of 14,305 sq. ft. i.e. 1328.97 sq. mtrs. (hereinafter referred to as "the said Premises) of the building known as 'The Ruby', on the said Property, alongwith the exclusive right to park 40 cars in the car parking areas in The Ruby, on as is where is basis for the consideration of Rs.,61,35,00,000/- (Rupees Sixty One Crores Thirty Five Lac Only). The stamp duty, registration charges etc. on this Agreement for Sale shall be borne by the Purchaser. The floor plan of the said Premises shown hatched in grey color annexed hereto as Annexure "V", copy of which is as per the sanctioned building plans. Upon the payment of the aforesaid consideration by the Purchaser, the Purchaser shall be entitled to own, hold and possess the said Premises, and (i) hold and possess right to park 40 cars in the car parking areas in The Ruby; and (ii) exclusive right to use areas adjacent to the said Premises enclosed on three sides admeasuring approximately fifteen thousand six hundred Three point fifty five square feet shown in white colour in the Plan above thus aggregating on floor area of Twenty nine thousand nine hundred eight point fifty five square feet. The Purchaser shall have access to the common areas and facilities and limited common area and facilities which are more particularly described in Annexure "VI" attached hereto. It is specifically agreed that the apportionment of the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said Premises in the common areas and facilities which are more particularly described in Annexure 'VI' annexed hereto, increases or decreases, the intention of the parties being that the said Premises are sold to and purchased by the Purchaser on ownership basis for the net consideration mentioned herein above. The Purchaser hereby authorizes the Developer to make changes in the percentage of the undivided



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share of the said Premises in the common areas and facilities aforesaid in the event of there being any change in the building plans of the building to be constructed on the said Property. The Purchaser shall ensure that the refuge area on the said floor (marked on the floor plan annexed hereto in white color) is freely accessible to the occupants of the said Building during any emergency like fire, or any other natural calamity.

3. On or before execution and registration hereof the Purchaser shall pay to the Developer the said consideration or purchase price of Rs.61,35,00,000/- (Rupees Sixty One Crores Thirty Five Lacs Only) in the manner as set out in Annexure "VII" hereto. The Developer confirms receipt of and acknowledges that the Purchaser has already paid a sum of Rs 9,00,00,000/- (Rupees Nine Crores Only) (Rs.3,00,00,000/- vide cheque No 614095 dated 3/1/2014 drawn on IndusInd Bank Limited and Rs.6,00,00,000/- vide cheque No. 614142 dated 20/1/2014 drawn on IndusInd Bank Limited) till date as and by way of earnest money.
4. The Developer hereby declares that the Floor Space Index (F.S.I.) presently consumable for construction on the said Property is 41350 Sq. mtrs. approximately and that no part of the said floor space index has been utilized by the Owner/ Developer elsewhere for any purpose whatsoever. In case the said FSI proposed to be utilized by the Owner/Developer elsewhere, then the Owner/Developer shall furnish to the Purchaser all the detailed particulars in respect of such utilization of FSI by him.
5. The Developer also declares that the residual FAR (FSI) and/or TDR of the said entire property shall belong to and retained by the Owner.

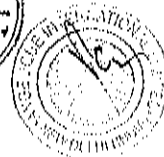


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6. The Purchaser shall pay the purchase price in respect of the said Premises together with the right to park 40 cars in the car parking areas in The Ruby, as mentioned in Annexure "VII" hereto and exclusive right to use areas adjacent to the said Premises enclosed on three sides admeasuring approximately fifteen thousand six hundred three point fifty five square feet shown in white color in the Plan. All payments to be made by the Purchaser under this Agreement shall be made by cheques and/or demand drafts and/or RTGS in the name of ("Mindset Estates Pvt. Ltd.")
 7. The Promoters confirm and agree that the said Premises are sold to the Purchaser free from all encumbrances and claims save and except in recital XX above and shall get the said premises free from the said encumbrance on or before handing over possession as set in 8 hereafter and the promoters shall indemnify the purchaser against the claim of the said mortgagee bank.
 8. Upon execution and registration of this Agreement possession of the said Premises shall be handed over to the Purchaser, on as is where is basis, PROVIDED all the amounts due and payable by the Purchaser under this Agreement are paid to the Developer/Owner.
- The Purchaser shall be entitled to hold and possess the said Premises, on ownership basis, as aforesaid. The Purchaser hereby agrees and undertakes and shall ensure that usage of the said Premises at all times hereafter, be in conformity to and in compliance with the approved usage of the said Building as per Government Resolution GR No. IMC 2008/(C-46) Industry-2 dated 13th August 2008 and Notification No. TPB 4308/2991/CR-253/08/UD-11 dated 7/7/2010 for Development of IT/ITES/IT supported Financial Services and shall have no claim against the Developer/Owner in respect of any items of work in the said

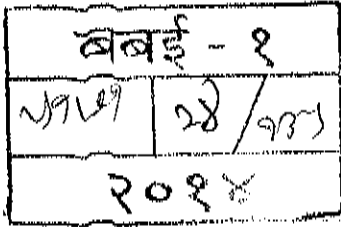


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Premises which may be alleged not to have been ~~carried out or completed~~. The only liability of the Developer shall be the statutory liability under sec. 7(2) of the said Act.

10. After possession of the said Premises is offered to the Purchaser if any additions or alterations in or relating to the commercial wing of the building are thereafter required to be carried out by the Government or Municipality or any other local body or authorities or otherwise the same shall be carried out by the Purchaser in co-operation and consultation with the purchasers of the other premises in the said wing at their own cost, charge and expenses in all respects and the Developer shall not be in any manner liable or responsible for the same provided that such additions or alternations are not required to be carried out due to any default on the part of the Developer.
11. The Purchaser shall be liable to bear and pay all taxes and charges for deposit electricity and other services and the outgoings payable and deposits thereto in respect of the Premises mentioned in clause 13 hereof.
12. The Developer have informed the Purchaser that the Owner may execute a Declaration in respect of the building and the proportionate land either in favor of condominium OR may execute a lease in perpetuity at the annual rent of Re. One with a restriction not to consume any further FSI thereon. The Developer/Owner shall also be entitled to form an Apex body if separate condominium is formed and transfer the said Building and the proportionate Land in favor of such Apex body and the Purchaser hereby consent to the same. The Purchaser shall make such contribution as may be required to be made by the Condominium including to pay its contribution to such Apex body for the aforesaid purpose. The amount received as corpus fund under clause 13(iv) shall



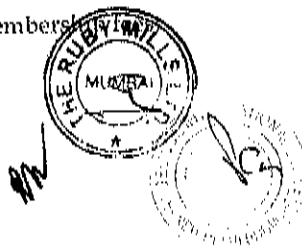


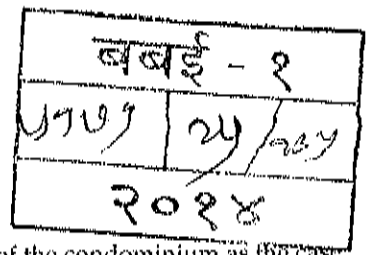
be transferred to such Apex body shall be utilized for maintenance of the infrastructure facilities such as street light, storm water drains, drainage system, sewerage filtration plant, water filtration plant, water tank, etc. In case if no Apex body is formed then the Developer shall transfer such deposit to the respective condominium as the case may be.

13. The Purchaser undertakes, agrees and binds to pay regularly every month by the 5th of each month to the Owner/Developer until the required documents for transfer of rights in the said Property or part thereof is executed in favor of Condominium and Declaration is signed as aforesaid and thereafter to such Condominium all outgoings in respect of the said Premises and/or building/s in proportion to the area of his/her respective Premises (a) the proportionate share that may be decided by the Owner/Developer or Condominium as the case may be, (b) Insurance Premium, (c) all Municipal and other taxes that may from time to time be levied against the land and/or building/s including any development and/or betterment charges, water taxes and water charges, lease rent, etc. (d) outgoings for the maintenance and management of the estate and the amenities, common access common lights and other outgoings such as collection charges for watchmen, sweeper and maintenance of accounts incurred in connection with the said Property. The Purchaser shall also pay to the Developer at the time of taking possession the following amounts:

A presently estimated sum of Rs. 6,40,898/- per month at Rs. 15/- per sq. ft per month on agreed chargeable area being Common Area Maintenance Charges (CAM charges) payable for 3 months in advance. These are estimated CAM charges and the Purchaser shall bear the CAM be on actual basis.

- II) Rs. 361/- towards share money & Members



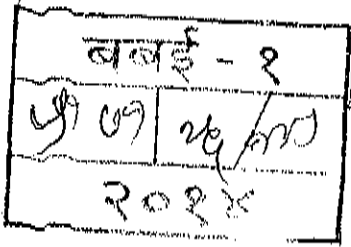


- III) Rs. 1,00,000/- towards formation and registration of the condominium as the case may be;
- IV) Rs. 5,00,000/- (Five Lacs only) towards others charges for formation of Apex Body.
- V) Rs. 30,00,000/- (Thirty Lacs Only) towards 3 months estimated water and electric (meter deposits) & chilled water consumption and cable charges.
- VI) A fixed contribution towards water charges calculated on agreed chargeable area @ Rs. 2.5/- per sq. ft. per month for the Lock in period of the License Agreement and thereafter a 15% escalation for every Block of 36 months. The chargeable area shall be as mentioned in the possession letter by the Owner / Developer.
- VII) Service Tax, Value Added Tax and/or any other statutory taxes/levies that may be imposed and/or levied by the State and/or Central Government and applicable on the sale of the said Premises.
- VIII) Rs. 20,000/- as presently estimated per person per annum to be nominated by the purchaser for use of club/gymnasium (minimum 10 persons per floor) which it or its Licensee undertake annually at all times. The club/gymnasium shall be transferred to the Condominium. The amount in sub clause (I) & II) above deposited with Developer shall not carry interest and will remain with the Developer until the required document for transfer of the said Property or part thereof is executed in favor of Condominium as aforesaid and on such transfer being executed, the aforesaid deposits (less amount paid therefrom) shall be paid over to the Condominium.



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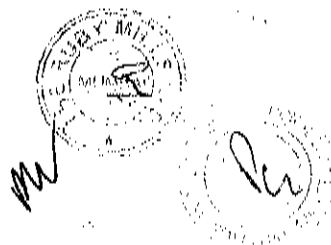




14. It is hereby clarified that

- a) the liability of the Purchaser for the payments mentioned in clause 13 above shall be payable by Purchaser, without prejudice to the liabilities of the Licensee under any Leave and License agreement that may be executed by the Purchaser with its licensee. And
- b) amount mentioned in sub-clause (I) are subject to variation depending upon the actual quantum of expenses towards taxes and other maintenance charges. Without prejudice to Developer other rights under this Agreement and/or in law the Purchaser shall be liable, at the option of the Vendor to pay to the Vendor interest at the rate of 18% (Eighteen Percent) per annum on all amounts due and payable by the Purchaser under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

15. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereby granted in favor of the Purchaser in respect of the said Premises, the Owner shall be at liberty to sell, assign, mortgage, transfer or deal with or dispose of their right, title and interest in the said Property. It is further expressly agreed that the Owner shall be free to construct additional constructions underground and/or overhead tanks, water storage, toilet units for domestic servants, septic tank and soak pits, locations of which are not particularly marked upon the ground floor plan of the said Building. The Purchaser shall not interfere with the right of the Owner/Developer nor shall be entitled to raise any dispute or file any frivolous proceedings under Section 7 of The Maharashtra Ownership of Flats (Regulation of Promotion, Sale, Management and Transfer) Act, 1963 and/or any other provisions of the said Act.

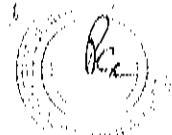


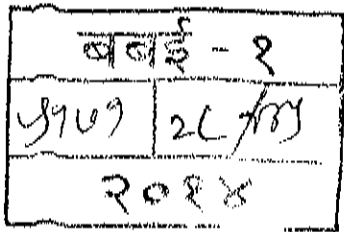
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16. The Purchaser undertakes that use of the said Premises, at all times shall be only for IT/ITES related activities and it shall approach the Owner and Developer or building society, as the case may be, for their written NOC, which shall not be unreasonably withheld, prior to licensing the premises to such other entities, which in any case shall be entities as per prescribed IT/ITES activities the said Premises not for any purpose other than the purpose for which the plans are sanctioned. The Purchaser shall indemnify and keep indemnified the Owner and the Developer and shall also execute separate Indemnity, indemnifying if there is any breach of the aforesaid condition by them or any person claiming through them including their licensee and/or lessee and shall reimburse to the Owner/Developer all cost and expenses including legal cost suffered or incurred by the Owner/Developer. In the event of the policy is changed and/or revised by the Government or any other public body whereby any payment/premium is required to exit from such policy or to convert into any other commercial use, the same shall be borne and paid by the Purchaser in proportion to the area of the purchase alone, as may be payable by the Purchaser. Such of user shall however be subject to condition mentioned in Clause 26 hereafter.
17. The Owner and the Developer , jointly and severally agree to indemnify and keep the Purchaser fully and effectually indemnified against liabilities, losses, damages, actions, proceedings, penalties, costs, charges and expenses including in respect of any stamp duty/registration charges/penalty that may be charged or levied in respect of any transaction or document executed or arrived at by the Owner/Developer in connection with the said Premises or the said property for the period prior to the date hereof and due to which the Purchaser incurs, suffers or is put to consequent to any government or statutory body or authority



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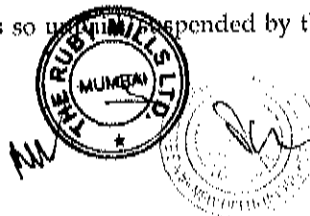
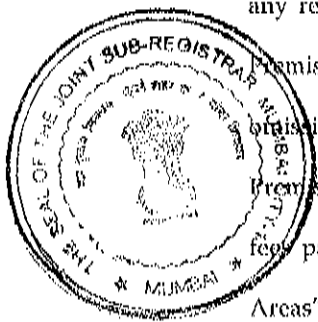




with respect to any act or action committed or have failed to be taken, or promises or assurances made by the Owner and/or the Developer to the Purchaser and/or the user of the said Premises, which such act/action/promises/assurances are either incorrect or false and result into any act or any action being taken against the Purchaser and/or the user and the Purchaser and/or the user suffering any damages due to such act or action having been taken against them or either of them.

18. The Owner and the Developer hereby jointly and severally agree to indemnify and keep the Purchaser fully and effectually indemnified against all such liabilities, losses, damages, actions, proceedings, penalties, costs and expenses, which the Purchaser may incur, suffer or be put to, consequent to any person, body or authority initiating any action against the Licensee and/or the Purchaser herein, in respect of any Fit-Out Plan and/or the Fit-out works carried out at the said Premises approved by the Owner/Developer.

19. In the event the occupation or use of the portion of the Premises to be licensed by the Purchaser, is disturbed or hindered at any time during the License Term for any reason (including on account of fit-out works carried out in the Licensed Premises in accordance with the said Fit-Out Plan) but not due to any act or omission of the Licensee, resulting in the Licensee being unable to use the said Premises and the Licensee refusing or suspending to pay proportionate license fees payable for such portion of affected area of the said Premises ("Affected Areas") during the period of disturbance or hindrance, then in that event the Owner and/or the Developer shall reimburse the Purchaser the amount so short paid by the Licensee to the Purchaser AND FURTHER THAT the Owner and the Developer hereby jointly and severally agree to indemnify and keep indemnified the Licensor in respect of the license fees so unremitted/suspended by the Licensee

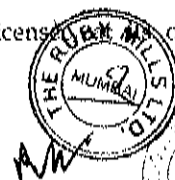


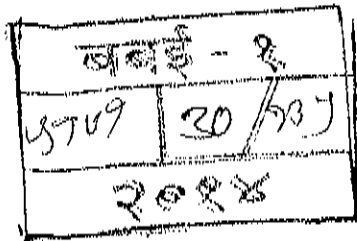
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from the date on which the possession and use of the Affected Areas or part thereof has been disturbed until the date on which the Licensee resumes to pay the full amount of the license fees or relocates to an alternate area subject to maximum 6 months from the disruption date. In addition the Owner and the Developer shall also be required to reimburse the Purchaser to the extent of claim made by the Licensee in connection with the value of the furniture and fixtures installed subject to a maximum of Rs. 1,294/- per sq. ft. of carpet area in the Affected Areas or part thereof. It is agreed that for arriving at such claim for damages, 10% depreciation per year, to be calculated from 16th June 2014, on the fixed cost of Rs. 1,294/- per sq. ft. of carpet area will be considered.

20. The Owner and the Developer have confirmed to the Purchaser that the total commercial connected power load for the said Premises is 162 KVA (exclusive of high side HVAC power requirement to be provided by the Owner/Developer). This load and the construction power requirements are as follows:-

(A) The Owner and the Developer have informed the Purchaser that if and when it is permissible to the Purchaser to avail supply of electricity directly from any electricity distribution company, the Purchaser shall be entitled to avail such supply and set up all facilities in that behalf, including setting up a meter therefore. The Owner and the Developer have further informed the Purchaser that necessary infrastructure in that behalf exists and that the Purchaser shall be entitled to make use thereof free of costs. In view of such assurance granted by the Owner and the Developer to the Purchaser, the Purchaser in turn shall inform the Licensee that if the Licensee so desires it shall permit the Licensee to avail facilities directly from electricity distribution company to enable the Licensee to own risks costs and

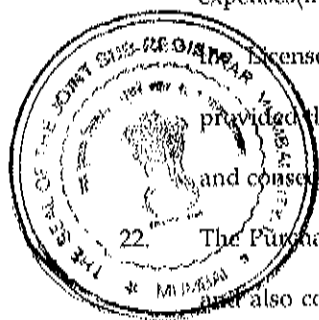




expenses, to apply for and avail LT power as per rules and regulations of the service provider.

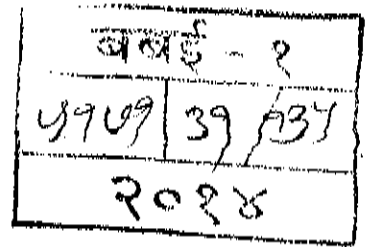
(B) If any additional load of power supply is required, the Owner and the Developers shall render co-operation to obtain such additional load however, at the entire risk and cost of the Purchaser/Licensee.

21. In the event that the Leave & License Agreement that may be arrived between the Purchaser and the Licensee, is terminated due to any default of the Purchaser, which has occurred due to any improper or incomplete or wrong information or assurance or due to any act or action or default of the Owner and/or Developer, the Owner and/or Developer shall be jointly and severally liable for any loss or damage that may be suffered or incurred by the Purchaser and/or the Licensee and they further undertake to indemnify the Purchaser who is then required or liable to (a) refund to the Licensee the entire amount of the Security Deposit subject to deduction of any undisputed dues (i.e. unpaid amounts supported by bills); and (b) make good all losses, damages, costs, charges and expenses (including without limitation the replacement) incurred or suffered by Licensee arising from or related to default or breach by the Purchaser, provided that such losses shall not include the losses arising from loss of business and consequential losses.



22. The Purchaser shall maintain the front elevation and the side and rear elevation and also color scheme of the building outside of the said Premises, in the same form as the Developer construct and not at any time alter the said elevation in any manner whatsoever.



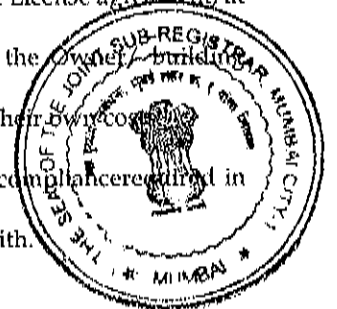


The Premises will be accessible from 8 a.m. to 8 p.m. in addition to the access and use of the said Premises by the Purchaser at all times beyond normal business hours. In the event the Purchaser requires use of these facilities beyond normal working hours or days or on public holidays then the Purchaser will intimate the Owner/Developer and the Purchaser will bear and pay additional surcharge on air conditioning usage as well as on the facilities.

23. The Developer and Owner shall be responsible for maintenance of the Building and Provision of facilities and services to the occupants of the said Building. The Developer and Owner may engage service of an independent experienced maintenance agency for providing maintenance services.

a) Signage - The Owner hereby agrees to permit the Licensee (Ernst & Young) to install its Signage in terms of any Leave and License Agreement and the Purchasers/ other subsequent users shall be permitted to install their Signage only after the expiry and termination of the such Leave and License agreement, at such area of the said Building, as may be permitted by the Owner/ building society, as the case may be, as per policy in this regard, at their own cost.

b) This is a Gold feasible LEEDS Building. All necessary compliances in terms of Energy Savings etc. have to be strictly complied with.

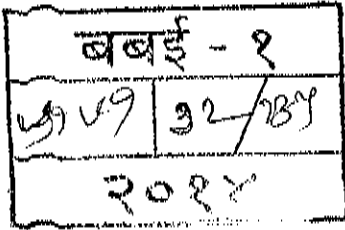


24. The Purchaser has satisfied itself about the design of the said Premises and also about the common amenities to be provided in the building The Ruby.
25. The Purchaser shall from the date of possession maintain the said Premises at its cost in a good and tenantable repair and condition and shall not make any structural alteration or do or cause to be done anything in or to the said Premises and/or common passages or the compound which may be against the rules or bye-laws of the MCGM or any other authority. The Purchaser shall ensure due



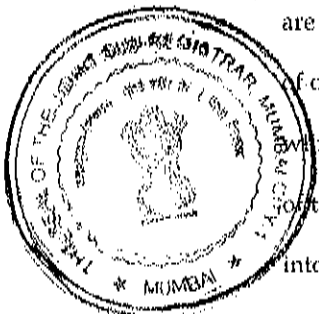
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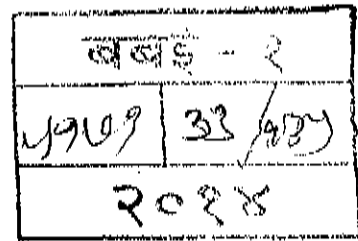




compliance of the law required to be complied with as applicable to the said Premises.

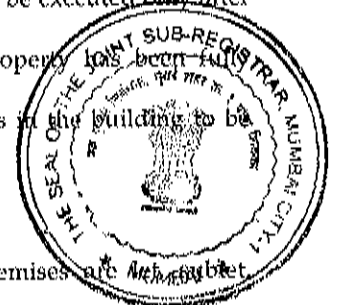
26. The Purchaser shall have no claim whatsoever except in respect of the particular premises/space hereby agreed to be acquired. All open spaces, un-allotted premises and other spaces including terrace etc., will remain the property of the Owner/Developer until the required document of transfer of said Property or part thereof with the said Building/s are transferred to the Condominium as herein mentioned but subject to the rights of the Owner/Developer under this Agreement and that may be reserved in the final transfer document.
27. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Premises or of the land, hereditaments and premises or any part thereof or of the said Building (other than the Premises).
28. The Purchaser shall not let, sublet, leave and license, sell, transfer, assign or part with its interest under or benefit of this Agreement or part with possession of the Premises until all the dues payable by it to the Developer under this Agreement are fully paid up and that too only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and which breach or non-observance has not been rectified by the Purchaser in terms of this Agreement. The Purchaser shall let/sublet/transfer/assign or part with its interest of the Premises (or part thereof) to a prospective buyer/lessee/licensee etc. who shall use the said Premises (or part thereof) only for IT/ITES related activities as per Government Policy stated above.. However, such prospective buyer/lessee/licensee shall obtain the previous consent in writing of the





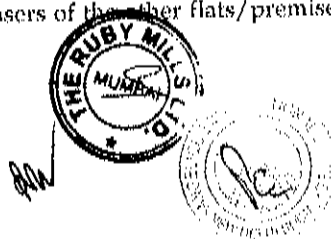
Owner/Developer or building society, if formed, which consent shall not be unreasonably withheld by the Owner/Developer/ building society, as the case may be, in case of user is IT/ITES or any related activity as per circular dated 13th August, 2008 and in the case of any legally permissible change of user beyond the use of IT/ITES related activities, the same shall be only with the prior written approval of the Owner/Developer/ building society, as the case may be, and on payment of transfer charges.

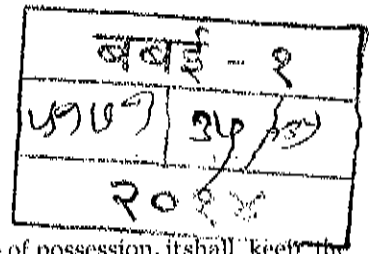
29. It is further expressly agreed by the Purchaser that the Owner shall have option to form society and/or company instead of condominium and the Purchaser hereby give their express consent to the same.
30. The Developer/Owner alone shall be entitled to form a committee and frame such rules and regulations for such Apex body of such condominium and the same shall be binding on the Purchaser. Declaration and/or any transfer of right, title and interest of the building and/or undivided share in the said Land in favor of such Apex body or in favor of such condominium shall be executed only after the entire available F.S.I. is consumed and the said Property has been fully developed by the Owner/Developer and all the premises in the building to be constructed on the said Property are sold and disposed off.
31. The Purchaser and the persons to whom the said Premises are transferred, assigned, given possession of by the Purchaser, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developer/Owner and/or Condominium may require for safeguarding the interest of the Owner/Developer and/or of the Purchaser in the said Building.



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32. The Purchaser and the persons to whom the said Premises are let, sublet, transferred, assigned or given possession of shall observe and perform all the provisions of the Declarations and Bye-laws that may be signed by the Owner/Developer and any additions, alterations or amendments thereof for protection and maintenance of the said Building and the premises therein and/or in the compound and for the observance and carrying out of the building Rules and Regulations and the Bye-laws for the time being of the MCGM and other public bodies. The Purchaser and the persons to whom the said Premises are let, sublet, transferred, assigned or given possession by the Purchaser, shall observe and perform all stipulations and conditions laid down by such Condominium, regarding the occupation and use of the building and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.
33. The Purchaser hereby agrees and undertakes to be a member of the Condominium to be formed in the manner herein and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Condominium and for becoming a member, and duly fill in, sign and return to the Owner/Developer the same within 10 (ten) days of the said being intimated by the Owner/Developer to the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the Bye-laws as may be required by the competent authority. The Purchaser shall be bound from time to time to sign all the papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Owner/Developer and of the other purchasers of the other flats/premises in the Building.



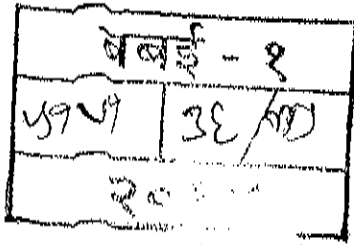


34. The Purchaser hereby covenant that from the date of possession, it shall keep the said Premises, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repair and conditions and shall abide by all the bye-laws, rules and regulations of the Government, MCGM, or the B.E.S & T. and any other authorities and local Bodies and shall attend to answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws. The Purchaser further agrees to reimburse the Developer/Owner any costs, charges, penalties or payment of any nature whatsoever paid by the Developer to the MCGM or any other local or statutory authority due to any unauthorized construction/alteration done by the Purchaser in the said Premises.
35. The Condominium that may be formed by the Purchaser shall incorporate the name of "The Ruby" as the name proposed of the said Building and the same will not be changed under any circumstances.
36. In the event of the Condominium being formed and registered before the sale and disposal by the Owner/Developer of the Premises in the Building the power and authority of the Condominium so formed or of the Purchaser and the purchasers of the other premises in the Building shall be subject to the over-all authority and control of the Owner/Developer in respect of any of the matters concerning the construction and completion of the said building and all amenities pertaining to the same and in particular the Owner/Developer shall have absolute authority and control as regards the unsold premises, car parking spaces and other premises and the disposal thereof. The Owner/Developer shall be liable to pay only the Municipal taxes if payable, at actual, in respect of the unsold flats and other premises. In case the Deed of Partition is executed in favour of



RW

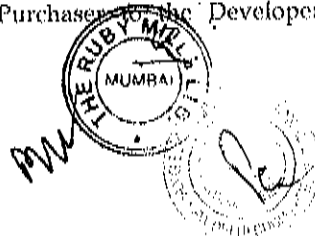




the Condominium as the case may be, before the disposal by the Owner/Developer of all premises, car parking spaces and other premises, then and in such case, the Developer shall join in as the Promoter/ Member in respect of such unsold premises, car parking space/other premises and as and when such premises /car parking space/other premises are sold to the persons of their choice and at the discretion of the Developer, the Condominium as the case may be, shall admit as members the Purchaser of such premises/car parking space /other premises without charging any premium or any other extra payment.

37. Advocates of the Owner shall prepare and/or approve, as the case may be, the Declaration/Deed of Transfer and all other documents to be executed in pursuance of the agreement as also the bye-laws of the Condominium. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of the Declaration /Deed of Lease/Deed of Transfer and other documents and formation and registration of the Condominium shall be borne, shared and paid by the Purchaser of the premises in the said Building in proportion to the area of its respective premises and/or paid by such Condominium. Such amount free of interest as may be ascertained by the Owner/Developer and intimated to the Purchaser and shall be deposited by the Purchaser with the Confirming /Developer one week before the time of taking possession of the said Premises. The Lease shall be in perpetuity and rent shall be Rs. One per annum with right to assign but without any right to consume any further FSI on the said Property.

38. Irrespective of dispute, if any, arising between the Developer/Owner and the Purchaser and/or such condominium, all amounts, contributions and deposits including amounts payable by the Purchaser to the Developer under this



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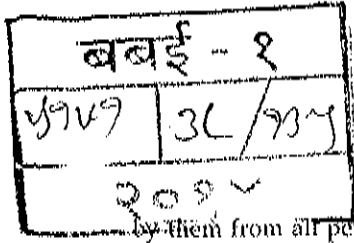
Agreement shall be paid regularly and punctually by the Purchaser to the Developer and shall not be withheld by the Purchaser for any reason whatsoever.

39. The Purchaser agrees and binds himself to pay to the Developer its provisional monthly contribution of Rs.6,40,898/-per month for the lock in period towards the aforesaid outgoings (referred to in clause 13(i) above and the said monthly contribution is payable regularly every three months, in advance till such time as the said Property is transferred to Condominium and it shall not withhold the same for any reason whatsoever. The Purchaser undertakes to pay Common Area Maintenance (CAM) and HVAC (Chilled Water) and Electricity Charges monthly in advance on actual cost plus 15% management fees basis. The appropriate detailed accounts shall be provided to the Purchaser at the year end of the demand from the Purchaser.

40. The Owner/Developer shall execute Declaration /Lease/Deed of Transfer in respect of the said Building and proportionate land as aforesaid only after completion of building as aforesaid and only after sale of all the premises and after receipt of entire consideration and other amounts payable by purchaser of such premises and only after settlement of the accounts with the ultimate body that may be formed by the purchaser/s of the premises.

41. If for any reasons prior to the completion of the Building and the receipt by the Developer of the total consideration money receivable by them a Declaration/Lease/Deed of Transfer is executed in favor of the Condominium and if on such date the Buildings are not fully constructed and/or completed and/or if the said Building and/or portion of Building has or have not been disposed of by the Owner/Developer, on ownership basis or if the Owner/Developer have not obtained in full the consideration money receivable





by them from all persons who purchase the flats/premises in the said Building, then and in such event, the Owner/Developer shall have the right to construct and complete the said Building and to dispose off the unsold premises of the said Property and/or to receive the consideration money even though such Declaration /Lease/Deed of Transfer is executed in favor of the Condominium such person shall be admitted as member of such Condominium without demanding any premium or transfer charges.

42. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post under certificate of posting at his/her address mentioned herein below:

In the case of the Owner:

The Ruby Mills Ltd.
Ruby House, J.K. Sawant Marg,
Dadar (W).
Mumbai- 400 028

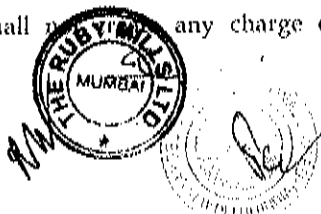
In the case of the Developer:

Mindset Estates Private Limited
Govardhan Building No.11, 2nd floor,
Dr. Parekh Street, Prarthana Samaj,
Mumbai- 400 004

In the case of the Purchaser:

Angelique International Ltd.
04-107 Hemkunt Tower,
8th Floor, 98 Nehru Place,
New Delhi - 110019

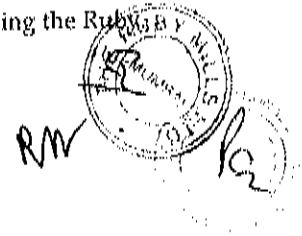
The Purchaser hereby gives its express consent to the Developer to raise any loan against the said Property and the building under construction more particularly described in the Second Schedule hereunder written and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that the Developer shall not create any charge on the said

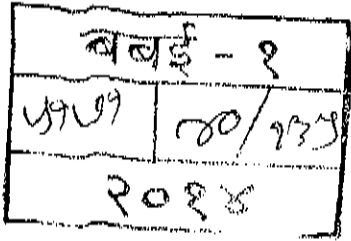


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Premises, as also the said 40 car parking spaces and exclusive right to use areas adjacent to the said Premises enclosed on three sides admeasuring approximately fifteen thousand six hundred three point fifty five square feet shown in white color in the Plan and also obtain at their expenses the release of charge, if any, on the said Premises, the said 40 car parking spaces and exclusive right to use areas adjacent to the said Premises enclosed on three sides admeasuring approximately fifteen thousand six hundred three point fifty five square feet shown in white color in the Plan before the said Premises the said 40 car parking spaces and exclusive right to use areas adjacent to the said Premises enclosed on three sides admeasuring approximately fifteen thousand six hundred three point fifty five square feet shown in white color in the Plan are handed over to the Purchaser as the Developers are permitted by the said Mortgagees Bank to sell the various premises in the said construction on the Developers depositing a specified percentage of the amount of the sale proceeds with the said Mortgagees. The Developers agree and undertake to deposit the required amount with the said Banks as per the arrangement arrived at as aforesaid and shall get the necessary Clearance Certificate from the said Bank for the said premises agreed to be sold pursuant to this Agreement. The Developers hereby agree to indemnify and shall keep indemnified and harmless the Purchasers from and against any action, claim, demand, costs charges and expenses, which the Purchasers may suffer or be subjected to by reason of the Developers committing breach of the said arrangement in depositing the specified percentage of the amount as aforesaid or violating any terms and conditions under which any approval, permission or sanction has been granted

to them for the construction of the said building the Rubby

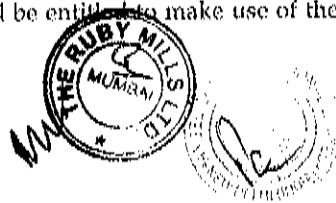
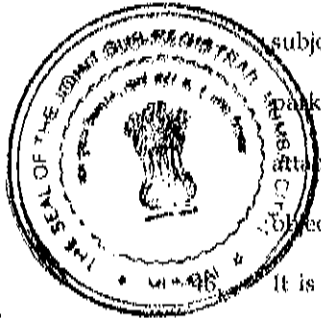




44. Till the Declaration/Lease/Deed of Transfer is executed as aforesaid, the Purchaser shall permit the Owner/Developer and their surveyors and agents with or without workmen and others after reasonable notice to this effect to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-courses, gutters, wires, partition walls or structure or other conveniences belonging to or servicing or used for the said Building and also for the purpose of laying, maintaining, repairing and testing drainage and water-pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

45. The Owner/Developer alone shall be entitled to grant the exclusive rights to any earmarked open car parking space/open space/appurtenant land to any purchaser or to any other entity and to receive the consideration therefore, subject to the 40 car parking areas allotted to the Purchaser herein. Such car parking space/open space /appurtenant land will form part of the restricted area attached to the premises sold to a purchaser and other purchasers will raise no objection whatsoever.

It is clearly understood and agreed by and between the parties hereto that the Owner/Developer shall have the unqualified and unfettered right to grant exclusive right to anyone of their choice in respect of the terrace attached to the Premises and/or above the top floor of the said Building subject to the necessary means of access to be permitted for such purposes so as to reach the water tanks and lift room/s of the Building/s and subject to the provisions hereof. The Owner/Purchaser of such terrace/s shall be entitled to make use of the same for

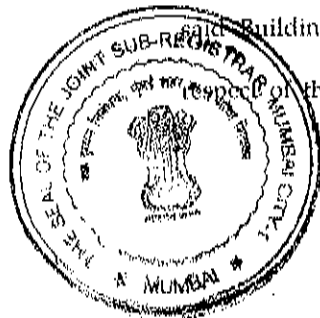


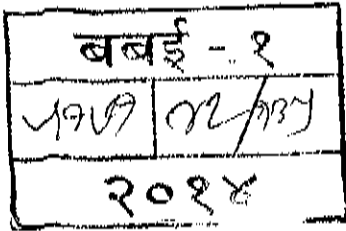
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all purposes whatsoever, as permissible by law. However, such purchasers shall not be entitled to enclose or cover the said terrace without the written permission of the Owner/Developer and/or Condominium and/or of the MCGM.

47. So long as the area of the said Premises (agreed to be acquired by the Purchaser from the Developer) and amenities set out in the Annexure "VII" hereto is not altered, the Owner/Developer shall be at liberty (and are hereby permitted) to make variations in the layout and/or elevation of the said Property and/or varying the location of the access of the said Building, as the exigencies of the situation and the circumstances of the case may require. The Purchaser expressly hereby consents to all such variations.

48. The Owner/Developer have informed the Purchaser and the Purchaser is aware that the Owner/Developer will be submitting additional plans and/or amendment of the sanctioned plan for construction of additional wings and/or floors in the said Building or separate building on obtaining the additional FSI on account of TDR or otherwise as may be available to the Owner/Developer as per the new Development Control Regulations published in 1991 as also such further FSI as may be available under the other provisions of the said Regulations without any rebate to the Purchaser. The Owner/Developer will, therefore, from time to time vary, amend and/or alter the said building plans. The Owner/Developer may also grant access and/or Right of Way to the adjoining property and/or building/s and/or any other easementary rights. The Purchaser hereby irrevocably agrees and gives his/her consent to the Developer carrying out amendments, alterations, modifications, and/or variations in the





easementary rights. The Purchaser has hereby given his/her express consent to the Owner/Developer for the same and shall not raise any objections provided, however, the area of the premises hereby agreed to be sold does not decrease and the access to the said Premises is not restricted.

49. The Owner/Developer shall have a first lien and charge on the said Premises agreed to be acquired by the Purchaser in respect of any amount payable by the Purchaser to the Developer under the terms and conditions of this Agreement.
50. The Purchaser shall at its cost and expenses take all steps for registration of this Agreement with the concerned Sub-Registrar of Assurances within two months from the date hereof in consultation with the Developer to enable the Purchaser and Developer to and/or its authorized agent to attend the office the Sub-Registry in whose jurisdiction the Agreement is required to be registered.
51. Any delay or indulgence by any party to this Agreement in enforcing the terms of this Agreement or any forbearance or giving time to the other parties to this Agreement shall not be considered as a waiver on the part of such party of any breach or non-compliance of any of the terms and conditions of this Agreement by the other parties nor shall the same in any manner prejudice the remedies of such party.
- All costs, charges and expenses including stamp-duty and Registration charges on this Agreement for Sale, and any other documents required to be executed by Owner/Developer or by the Purchaser, except as specifically excepted herein above, shall be borne and paid by the Purchaser alone and the Owner/Developer shall not contribute anything towards such expenses. The amount payable under this Clause is in addition to the amount as mentioned in Clause (13) above.



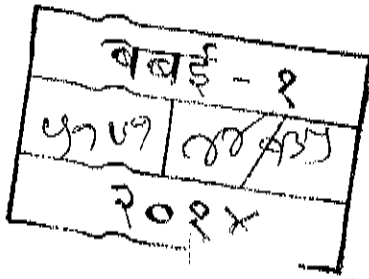
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53. It is clarified that the Purchaser shall not be entitled to any rebate in the consideration money nor will the Owner/Developer be liable to pay any compensation if the actual area of land at site is less or different from the area as shown in the Second Schedule hereunder written provided that the same does not adversely prejudice the area of the said Premises. The Declaration /Lease/Deed of Transfer as contemplated by this Agreement shall be as per the actual area available at site (irrespective of whether the same is more or less than the area specified in the Second Schedule hereunder written).
54. The Purchaser in case of partnership firm or a company has furnished to the Owner/Developer the name and address of the directors as per the list annexed hereto as Annexure "VIII".
55. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Maharashtra Act No. XV OF 1970) and the Rules made thereunder as the case may be.
56. Any dispute or differences that may arise at any time hereafter between the parties hereto or their successors in title touching or concerning this agreement or its constructions or effect or as to the rights, duties, obligations and liabilities of the parties hereto or either of them under it by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of in relation to the subject matter of this Agreement shall be referred to the sole arbitrator mutually appointed by both parties and such arbitration shall be governed in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. Such arbitration



NW





proceedings shall be in English and shall be held in Mumbai. Courts in Mumbai alone shall have jurisdiction.

FIRST SCHEDULE OF THE PROPERTY HEREIN ABOVE REFERRED TO

(Description of the said Land)

ALL THOSE pieces or parcel of land or ground together with the Building/s & Structures standing thereon known as "Ruby House" situate lying and being at Dadar bearing Cadastral Survey No. 231 and 1/231 of Mahim Division and Final Plot No.29 of Town Planning Scheme III of Mahim, 1st Variation (final) admeasuring 26082.15 sq.mts within the Registration District of Mumbai and bounded as follows:-

On or towards the East by: Senapati Bapat Marg.
On or towards the West by: J.K. Sawant Marg.
On or towards the North by: Partly by Bal Govindas Marg and partly by R-Zone Final Plot Nos.30, 34, 36 & O.P. No.41.
On or towards the South by: R-Zone Final Plot No. 28 & O.P. No.33.

SECOND SCHEDULE OF THE PROPERTY HEREIN ABOVE REFERRED TO

(Description of the said Property)

THOSE pieces and parcels of land or ground bearing Cadastral Survey No.231 and 1/231, both of Mahim Division and bearing Final Plot No.29 of Town Planning Scheme III of Mahim, first variation (final) admeasuring 12,204.58 square meters or thereabouts together with the buildings and structures thereon situate, lying and being at Dadar and known as 'The Ruby' within the registration district of Mumbai and shown surrounded by black color boundary line on the plan thereof being Annexure "I" hereto, forming a part of the said Land described in the First Schedule hereinabove written.



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THIRD SCHEDULE OF THE PROPERTY HEREIN ABOVE REFERRED TO

(Description of the said Premises)

Premises admeasuring 14,305 sq. ft. carpet area on entire 12th floor, of the building known as The Ruby standing on the said Property more particularly described in the Second Schedule hereinabove written and shown hatched in grey color on the floor plan of the Premises annexed hereto as Annexure "V",

SIGNED SEALED AND DELIVERED by)

the within named " OWNER")

THE RUBY MILLS LIMITED)

through its Director/ President)

Mr. BHARAT SWAN)

In the presence of

1. Kishor Bait

2. 



SIGNED SEALED AND DELIVERED by)


the within named " DEVELOPER")

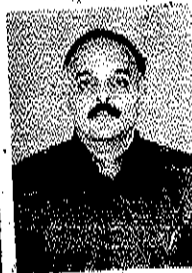
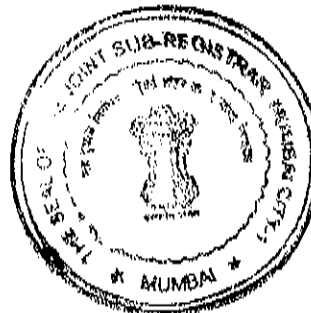
MINDSET ESTATES PRIVATE LIMITED)

through its Director)

Mr. PIYUSH VORA)

1. Kishor Bait

2. 





2. BHUPINDRA SINGH

1. VISUAL THAKUR

In the presence of

Mr. Pankaj Goyal, CFO & Company Secretary

M/S ANGELIQUE INTERNATIONAL LTD.

The within named PURCHASER

SIGNED AND DELIVERED by

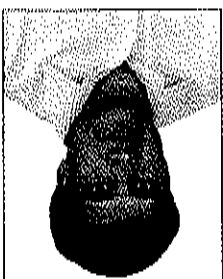
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4907	23/02
2008-8	

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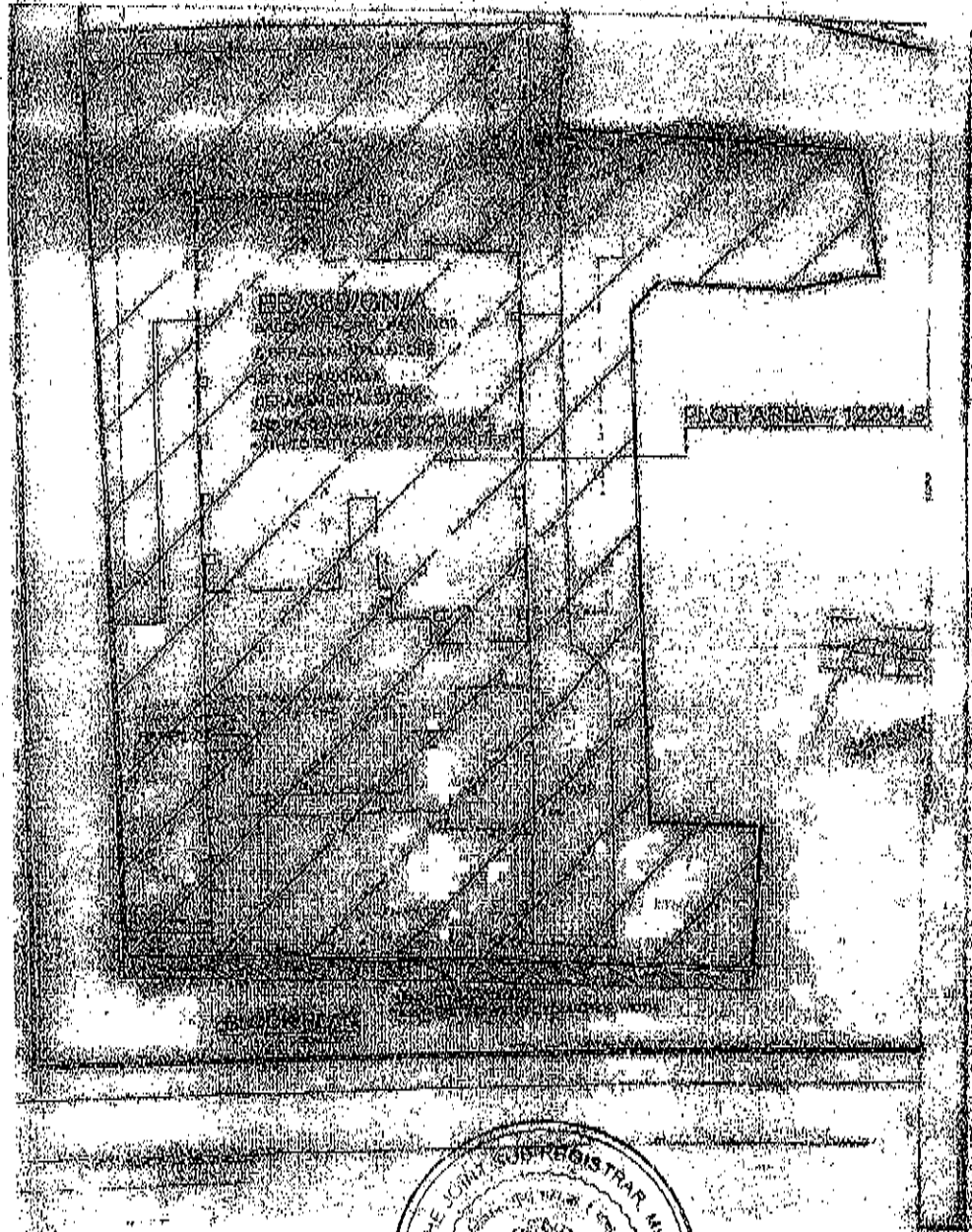
(CFO & Company Secretary)

Pankaj Goyal

For Angelique International Limited



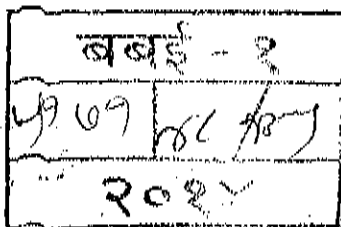
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PM





Amc case 11

Federal & Rashmikant (Regd.)
ADVOCATES, SOLICITORS & NOTARY

*M. S. Federal**
G. Rashmikant
S. R. Dakshini (Adv.)
M. M. Federal

In reply please quote

F/7511/2009

e-mail : mr@friegal.com
fr@vni.com

(+91-22) 4220 2022
2266 3881 / 88 / 88
2261 8220 - 2270 3806
Fax: 01-22 - 2201 6171

Sekaria Chambers,
1st Floor, Office No. 101-104,
139 Nagindas Mehta Road,
Opp. Commerce House, Fort,
Mumbai - 400 023.

TOWHOMSOEVER IT MAY CONCERN

18/11/09

Re: All those pieces or parcel of land or ground together with the Building/s & Structures standing thereon known as "Ruby House" situate lying and being at Dadar bearing Cadestral Survey No.231 and 1/231 of Mahim Division and bearing Final Plot No.29 of Town Planning Scheme III of Mahim, 1st Variation (final) admeasuring 26082.15 sq.mts., or thereabouts.

This is to certify that on behalf of our clients, The Ruby Mills Limited (hereinafter referred to as "the Company"), we have caused to be taken searches in the Office of the Sub-Registrar of Assurances at Mumbai for the period from 1973 till October 2009 through our search clerk, Mrs. G.P. Sonawala, in the Office of the Sub-Registrar of Mumbai I, II and III and in the Office of the Collector of Bombay and in the Town Planning Register No.III and had inserted Public Notices in the issue of Gujarati "Mid-Day" on 10th November 2003 and in the issue of "Economic Times" on 11th November 2003 in respect of the above property. The computerized Index II for certain years are not properly maintained. We had issued from time to time Title Certificates in respect of the above property to our clients. We have been informed that original title deeds are lying with the Axis Bank as a Security against loan mentioned hereinafter and we have been furnished with xerox copies of the title deeds and have to state as under:-

1. On perusal of the copies of the title deeds so far furnished to us, the devolution of title to the Company to the above property is as under :-



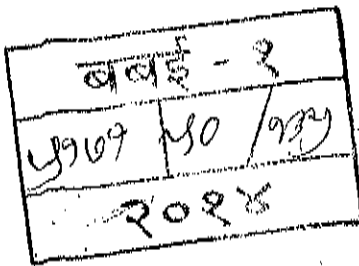
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2.1 By a Conveyance dated 30th January, 1917 registered with the Sub Registrar of Assurances at Bombay under Serial No. 618 Hormusji Framji Commissariat and Anr. (therein called "the Vendors" of the One Part) granted and conveyed unto Hormusji Ardeshr S Goculdas & Company Limited (therein called "the Company") of the Other Part, all that pieces or parcel of land of pension and tax tenure admeasuring 34393 Sq. yards, or thereabouts and bearing New Survey Nos. 4/1306, 1/1301, 1/1301, 1/1302, 2/1302 and 1/1425 situate at Mahim and more particularly described in the Schedule thereunder written for the consideration and covenants therein mentioned.

2.2 By a Resolution passed at the meeting of the Shareholders held on 12th July, 1918, the name of Hormusji Ardeshr S Goculdas & Company Limited was changed to the Ruby Mills Ltd. and the same was sanctioned by the Secretary to the Government of Bombay by his letter No. 8582 of 1918 dated 22nd August, 1918 and the Registrar of Companies by their Certificate of change of name dated 2nd September, 1918 certified that the name of Hormusji Ardeshr S Goculdas & Company Limited was changed to The Ruby Mills Ltd.

2.3 By a Conveyance dated 16th August, 1939 registered with the Sub Registrar of Assurances at Bombay under Serial No. 4873 on 19th December, 1939 made between the Municipal Corporation of the City of Bombay therein called "the Corporation" of the first part, Madhusudan Damodar Shett, the Municipal Commissioner for the City of Bombay therein referred to as "the Commissioner" of the Second Part and the Company, therein called "the Purchasers" of the third part, the Corporation therein granted and conveyed unto the Company all that





FEDERAL & RASHMIKANT

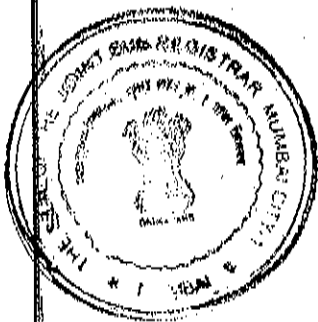
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pieces or parcels of land admeasuring 600 Sq. yds or thereabouts bearing New Survey No. 1425 and Cadastral Survey No. 1/231 of Mahim Division situate, lying and being at a proposed 60 ft. road joining Tule Pipeline road more particularly described in the Schedule thereunder written for the consideration and on the covenants therein contained. In the said Conveyance, the Municipal Corporation reserved its right of ownership to the passage for construction of 50 feet wide road and its right to declare the said road as a Public Street as mentioned in the said Conveyance.

2.4 By a Declaration dated 20th February, 1962 registered with the Sub Registrar of Assurances at Bombay under Sr. No. 771/62 on 19th September, 1962 one Mr. Mulraj Goculdas the then Director of the Company, inter alia, declared and stated that the original Conveyance dated 30th January, 1917 registered with the Sub-Registrar of Assurance at Bombay under Sr.No.618 was not traceable and that neither the Company nor any person acting on its behalf had created any mortgage, charge, encumbrance or lien by depositing the said Deed of Conveyance dated 30th January, 1917.

3. By an Order dated bearing No. ULC/R-37/MC/IC/GAD/923 dated 31st March, 1980 under section 20 of the Urban Land (Ceiling and Regulation) Act 1976, the Director of Industries inter alia permitted the Company to hold excess vacant land admeasuring 8279 Sq. Mtrs for the purpose of Industry on the terms and conditions stated therein.

4. By a letter dated 3rd February, 1994 bearing No. C/ULC/D.II/22/5030, the office of the Additional Collector and Competent Authority UL (C&R) Act, 1976 inter alia stated that the land is not a vacant land within the meaning of UL.



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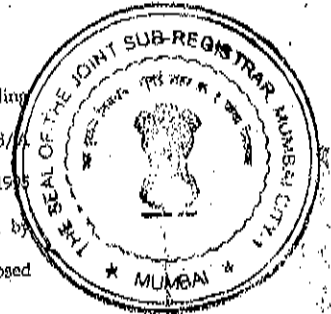
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(C & R) Act, 1976 and permission u/s 22 of the said Act will be considered only after the land becomes vacant after all the structures are demolished as stated therein.

5. By a letter bearing No. CM.R/DP/406/TPS/Mahim dated 24th May, 1994, the Executive Engineer, Town Planning, City, Municipal Corporation of Greater Mumbai (MCGM), inter alia recorded that the area of original plot as well as final Plot is 26082.15 Sq. mtrs. and the user of the plot as per 1st variable (final) is Industrial Zone (Special I-2.) and that the development of plot will be governed by Building Regulations of 1st variation of T.P.S. III of Mahim area, Building Bye-laws & development Control Regulations.

6. By a letter bearing Ref. No. ULC/R/37/MC/IC/GAD/B/17575 dated 22nd June, 1994, the Directorate of Industries inter alia recorded that in view of Circular dated 2nd January, 1989 the non-buildable area under section 2(g) and 2(g)(i) is to be treated as non-vacant land and accordingly the Schedule annexed to the Order dated 31st March, 1980 was revised on the terms and conditions therein recorded.

7. The Municipal Corporation of Greater Mumbai sanctioned the Building Plans vide Intimation of Disapproval (IOD) bearing NO. E.B/CR/4003/B3/A dated 22nd October, 1994 and Commencement Certificate dated 22nd April, 1995 read with Letter of Executive Engineer, Building Proposals (City-III) MCGM by their Letter No. BBPFC/4003/GN/A dated 31st October, 2002 for proposed additional floors for administration building and extension thereof.



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FEDERAL & RASHMIKANT

Cont. Sheet No. _____

8. A Notice of Lispendens dated 31st December, 1996 is registered with the Sub Registrar of Assurances at Bombay under Serial No.47(7)/ 96 by one Shri.Surendra Balchandra Samuel and Anr. in respect of City Civil Court, Bombay Sait No. 5956 of 1996 which pertains to Flat No.6 in the building known as Shaelank and the same was erroneously mentioned as on land bearing C.S. No. 231 of Mahim Division instead of C.S. No.444. By a Deed of Rectification dated 11th December, 1997 and registered with the Sub-Registrar of Assurances at Bombay under Sr. No.BBE-4338/98 on 28th September, 1998 the same has been rectified.

9. The Company filed a Writ Petition in the High Court, Bombay, being Writ Petition No.1684 of 1998 inter-alia seeking Orders for issue of writ of mandamus and/or writ of certiorari for quashing and/or setting aside of an Order dated 29th February, 1996 passed by the Government of Maharashtra inter alia directing the Municipal Commissioner not to give any building permission for lands of and reserved as Cotton Textile Mills unless it conforms to an integrated development plan of Textile Mill area then under preparation.

10. By an Order dated 15th December, 1999, the Hon'ble High Court passed an Order inter alia recording a statement made by Advocate General on behalf of State of Maharashtra that an integrated Development Scheme for the Mills will be finalized within a period of 8 weeks from thereof and in the event the scheme is not finalized the Company's case will be considered on individual merits in accordance with law without reference to the said Order dated 29th February, 1996. In view of the statement made by the Advocate General, the Petition was withdrawn with liberty to file fresh one if need arose.



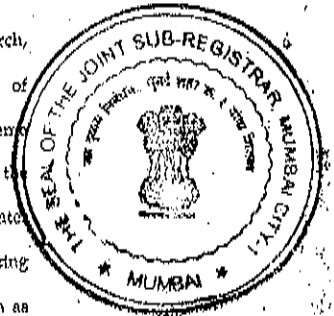
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11. Since the Government of Maharashtra did not take any steps in spite of the said Order dated 15th December, 1999 the Company filed a Contempt Petition No.64 of 2000 in the said Writ Petition No.1864 of 1998 seeking necessary Orders.

12. By a letter bearing Ref. No. TEX 3092 CR 326/TEX-3 dated 21st July, 2000, the Government of Maharashtra Co-operation and Textile Department inter alia conveyed its approval to the Scheme of Modernisation in accordance with the provisions of Regulation 58(2) of the DC Regulations 1991 without reference to the Order dated 29th February, 1996 subject to the Company, inter alia, getting permission/ sanction for the development/ redevelopment from MCGM and that the maximum area to be developed/ redeveloped not to exceed 3756.20 Sq. mtrs. as stated in the said letter.

13. By an Order dated 24th July, 2000 in Contempt Petition No.64 of 2000 in Writ Petition No. 1684 of 1998 the Hon'ble High Court inter alia confirmed the aforesaid approval dated 21st July, 2000 of the Government of Maharashtra Co-operation and Textile Department and disposed of the said Contempt Petition.

14. By a letter bearing No. Ruby 2003/2173/CR 264/TEX-3 dated 15th March, 2004, the Co-operation Marketing & Textiles Department, Government of Maharashtra, inter alia, granted sanction to Shifting cum Modernisation Scheme of the Company under Regulation 58 of D.C. Regulations subject to the Company obtaining necessary permissions from the Commissioner of Greater Mumbai Municipal Corporation for utilization of built up area of existing structures to the extent of 17,925 sq.mts. with or without its reconstruction as well as balance FSI for commercial purpose and on the other terms and conditions therein contained.



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FEDERAL & RASHMIKANT

Cont. Sheet No. 11

SCHEDULE OF THE PROPERTY HERINA ABOVE REFERRED TO:

ALL THOSE places or parcel of land or ground together with the Building/s & Structures standing thereon known as "Ruby House" situate lying and being at Dadar bearing Cadastrol Survey No.231 and 1/231 of Mahim Division and Final Plot No.29 of Town Planning Scheme III of Mahim, 1st Variation (final) admeasuring 26082.15 sq.mts within the Registration District of Mumbai and bounded as follows:-

On or towards the East by: Senapati Bapat Marg.
 On or towards the West by: J.K. Sawant Marg.
 On or towards the North by: Partly by Bal Govind Marg and partly by R-Zone Final Plot Nos.30, 34, 36 & O.P. No.41.
 On or towards the South by: R-Zone Final Plot No. 28 & O.P. No.33.

Dated this 17th day of November, 2009

For Federal & Rashmikant

[Signature]

Partner



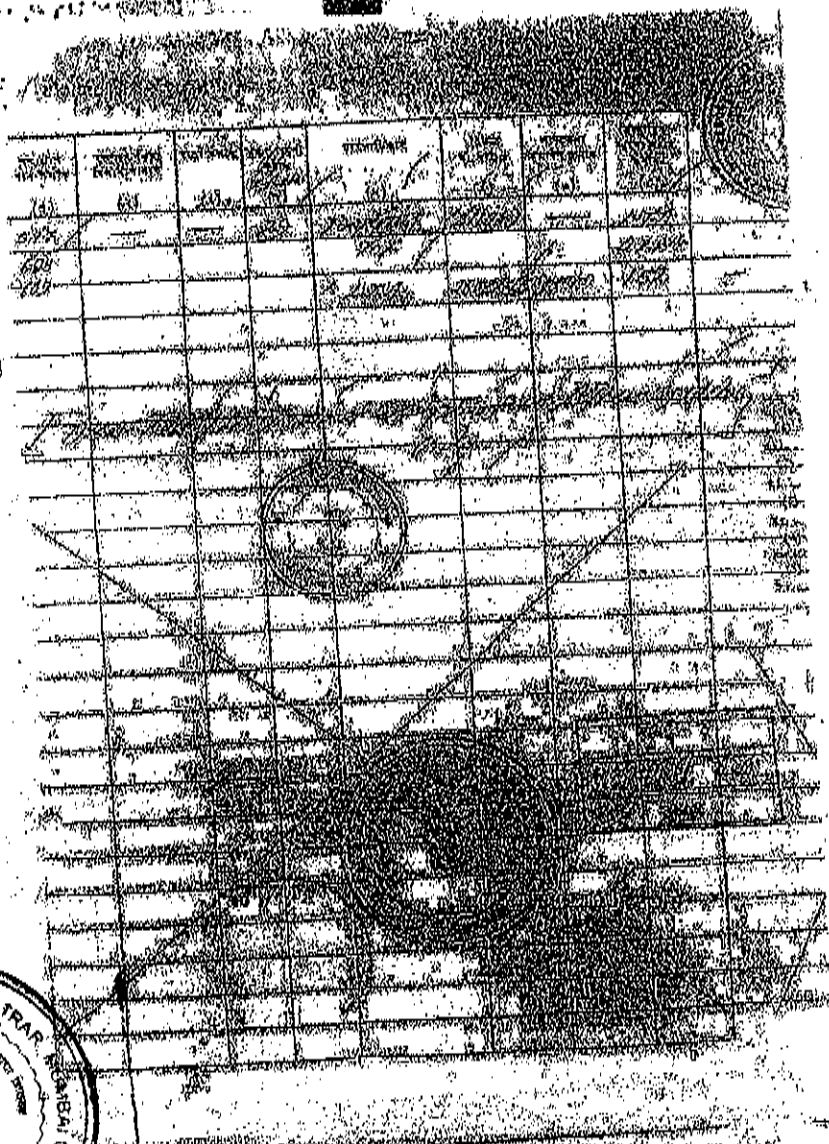
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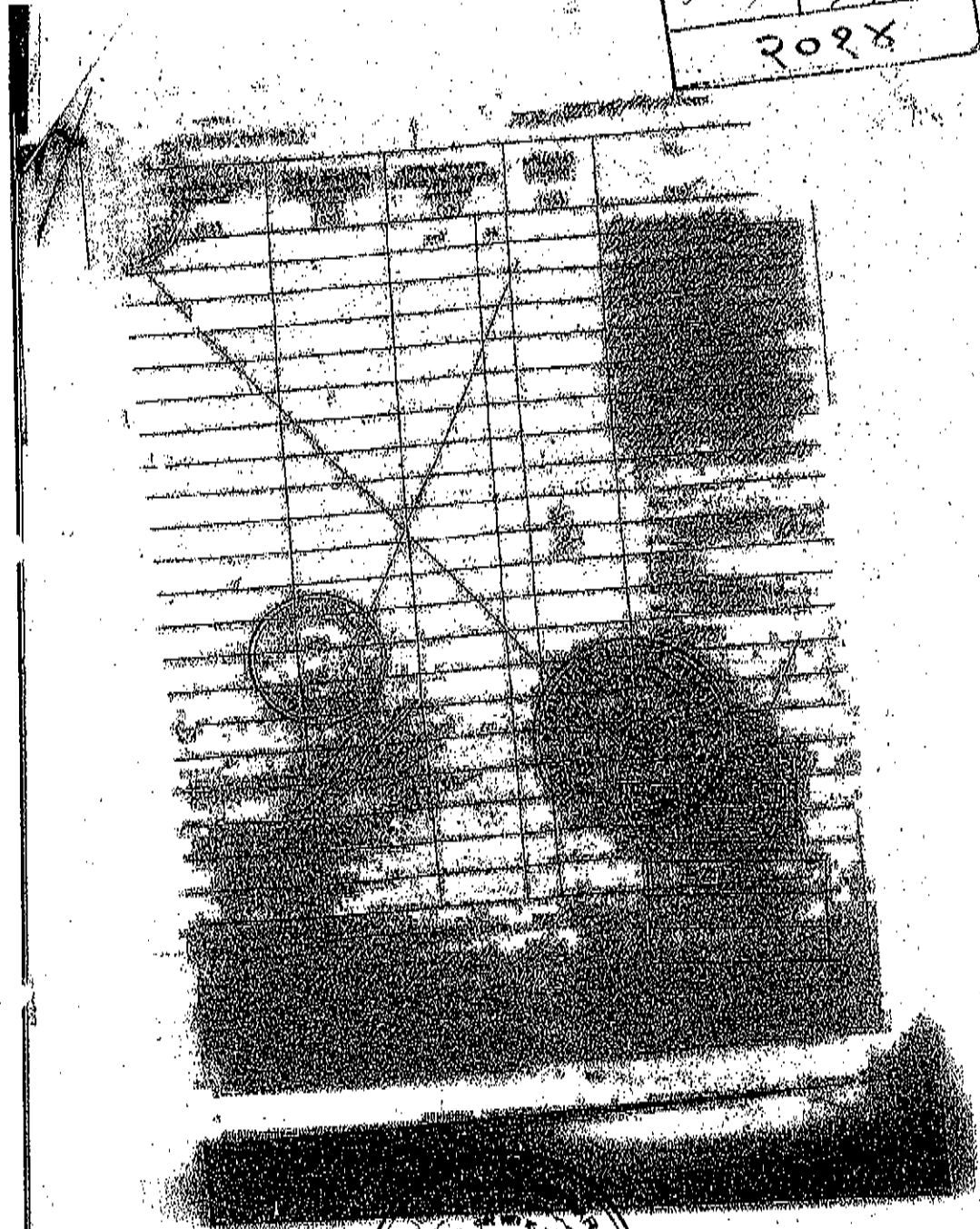
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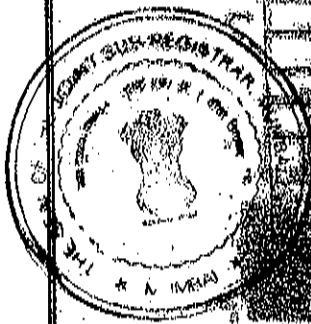
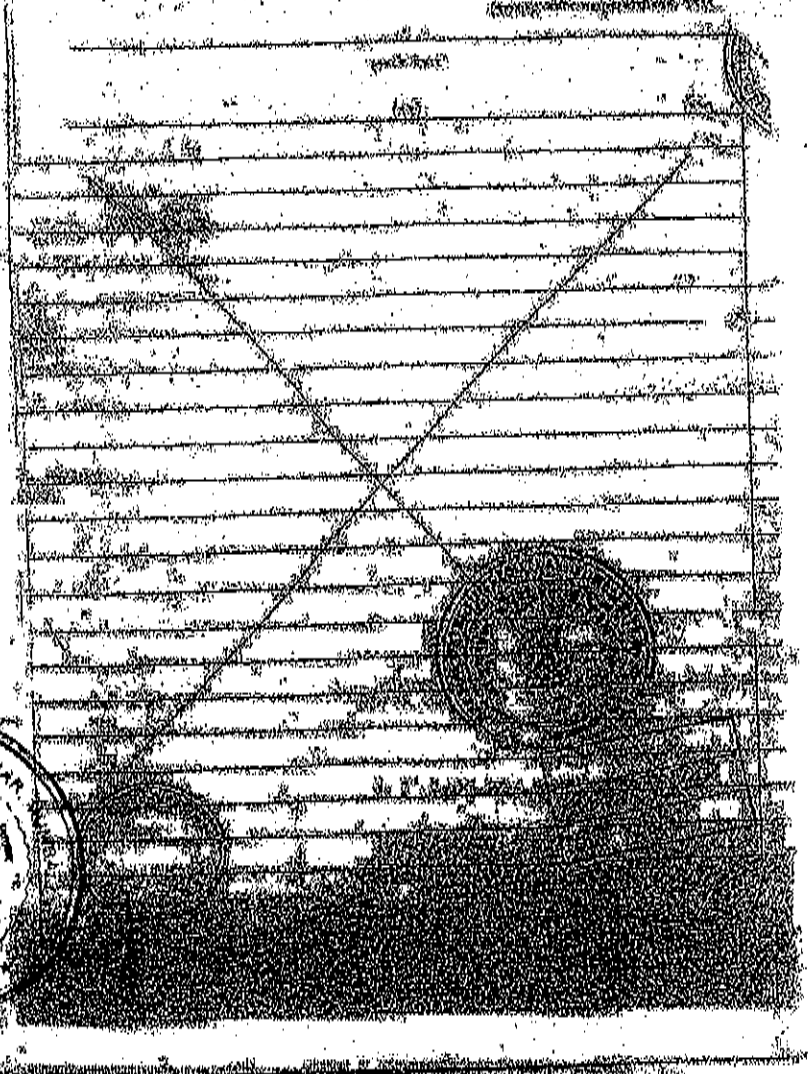
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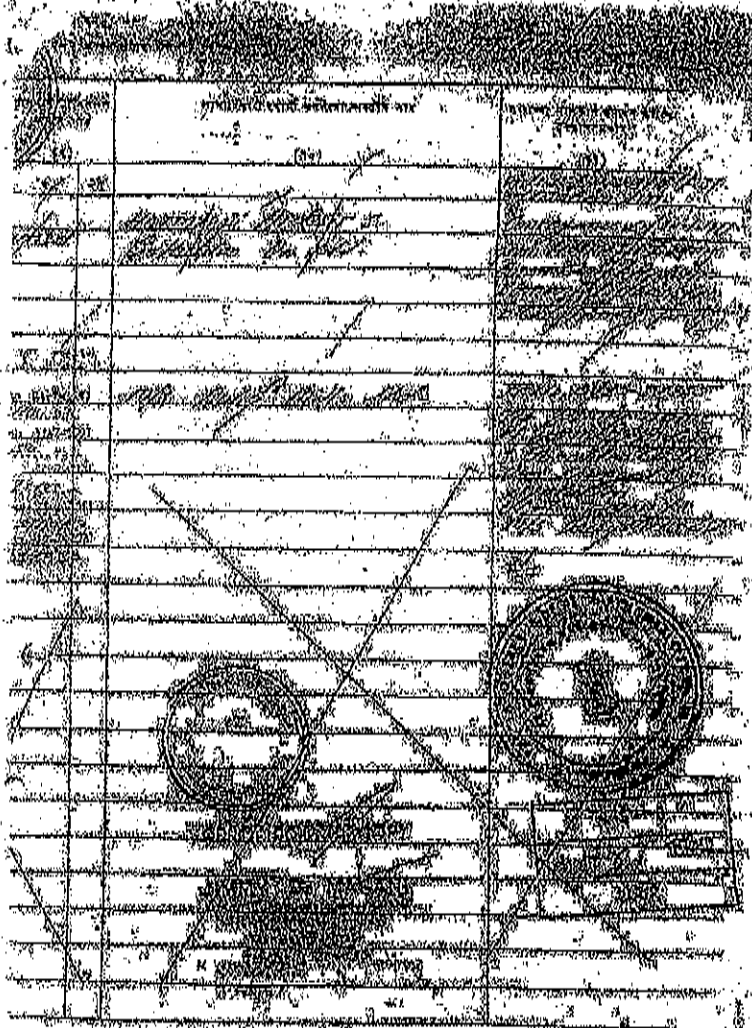
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ANNEXURE IV

MUNICIPAL CORPORATION OF GREATER MUMBAI

ES/339/34/A

To
Owner
The Managing Director,
The Ruby Mills Ltd.,
J.K. Sawant Marg,
Dadar, Mumbai

Sub: Proposed wing 'C' as I.T. Park Building (reconstruction scheme under D.C. Regn 58(2), 58(3), 58(6) and 58(1)(a)(iii) on the property bearing F.P.No.29 of T.P.S.III, of Mahim Division at J.K.Sawant Marg, Dadar, Mumbai for M/s. Ruby Mills Ltd.

Ref: Your Architect's letter dated 12.11.2010.

WITHOUT PREJUDICE

Sir,

With reference to above letter, this is to inform you that there is no objection to partly occupy Ground floor, 1st and 2nd upper floor for car parking area, 3rd to 20th upper floors for user portion only except the area for Departmental Store of the Bldg. under reference for proposed wing C as I.T. Park Building (reconstruction scheme under D.C. Regn 58(2), 58(3), 58(6) and 58(1)(a)(iii) on the property bearing F.P.No.29 of T.P.S.III, of Mahim Division at J.K.Sawant Marg, Dadar, Mumbai, which is constructed under supervision of Licensed Surveyor Millind Samel (Regn. No.S/526/L.S) and Regd. Structural Engineer Shri Pravin Gala (Regn.No.STR/11) subject to following conditions :-

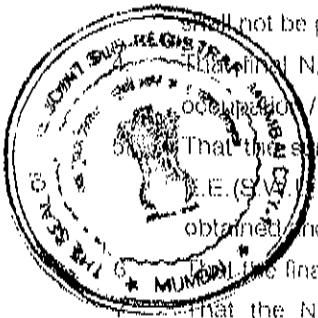
1. That the separate P.R. Card for setback area transferred in the name of M.C.G.M. shall be submitted before asking for full occupation.
2. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid Waste Management of M.C.G.M. shall not be provided.
3. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall not be made in the satisfaction of M.C.G.M.

That the final N.O.C. from Tree Authority shall not be submitted before asking for occupation / B.C.C.

That the surface drainage arrangements will not be made in consultation with E.E.(S.V.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate / B.C.C.

That the final N.O.C. for further occupation from C.F.O. shall be obtained

That the N.O.C. from E.E.(P.W.D.) for installation of remaining lift shall be



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obtained.

(B) Handing over of same requisited area to M.L.A. D.A. & M.C. etc.

This occupation permission is granted without prejudice to the right of the M.C. to take action under Section 303 A of M.M.C. Act, if found necessary.

A set of plans duly stamped/signed showing occupation permission in appropriate portion marked red is returned herewith as token of approval.

Yours faithfully,

Copy to
14/03/11
A.E.B.C. (V)

Signature
14/03/11
A.E.B.C. (V)

Signature
Dy. Chief Engineer
Building Proposals (City).

No. EB/539 / GN / A

Copy to 1 The Architect,
Shri Millind Samel,
Architect,
301, Mukhyadhyapak Bhavan,
Plot No.6-B, Road No.24,
Near Gurukrupa Hotel,
Sion (W),
Mumbai 400 022.

2. Asstt. Commissioner G/N Ward
3. A.E.W.W. G/N Ward.
4. Dy A.&C. (City).

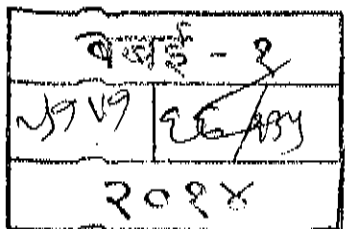
Signature
Dy. Chief Engineer
Building Proposals (City).

Copy to
14/03/11
A.E.B.C. (V)

Signature
14/03/11
A.E.B.C. (V)



RPC3/GN-939



Annexure- VII

	Payment Details	Amount In Rupees
1	Earnest Money Paid Vide cheque No 614095 dated 3/1/2014 drawn on IndusInd Bank Limited	3,00,00,000/-
2	Earnest Money Paid Vide cheque No. 614142 dated 20/1/2014 drawn on IndusInd Bank Limited	6,00,00,000/-
3	Tax Deduction at Source Tax Deducted at Source under Section 194 IA of the Income Tax Act, 1961	61,35,000/-
4	Balance Consideration paid. RTGS payment to Mindset Estate Private Limited Bank Account No :912020003360268 at Axis Bank Ltd., Shivaji Park Branch, Dadar (W), Mumbai - 400 028. { IFSC Code : UTIB0000341	51,73,65,000/-
	through Vide UTR No. dated 12th June 2014.	
	Total	61,35,00,000/-

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ANNEXURE "VIII"

List of names and addresses of the Directors/Partners of the Purchaser

Sr. No.	Name	Address
1	Mr. Ajay Krishna Goyal	D-1086, New Friends colony, New Delhi-110065, India
2	Mr. Sanjay Krishna Goyal	D-1086, New Friends colony, New Delhi-110065, India
3	Mr. Mohinder Pratap Gupta	J-14, Rajouri Garden, New Delhi-110027, India
4	Mr. Jagadish Janardhan Baxi	562, F, 4 th Floor, Premier Villa, New bel Road, Bangalore-560094, Karnataka, India
5	Mrs. Premila Goyal	D-1086, New Friends colony, New Delhi-110065, India
6	Mr. Harish Kumar Saraf	B-4/51, Rajasthali appartments, Road No. 41, Pitampura, Delhi-110034, India
7	Mr. Madhava Ravindra	1-B, P G P Manor, 29, Bambay Road, Kilpauk, Chennai-600010, Tamil Nadu, India



Handwritten signature

