| 9/11/2019 | | सूची क्र.2 | दुय्यम निवंधक : सह दु.नि.ठाणे 6 दस्त क्रमांक : 14731/2019 नोदंणी : Regn:63m |
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| | गा | वाचे नाव: बोनसरी | Regnoon |
| 1)विलेखाचा प्रकार | करारनामा | | |
| 2)मोबदला | 13771356 | | |
| 3) वाजारभाव(भाइेपटटयाच्या बावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) | 8401296 | | |
| (4) भ-मापन पोरहिस्सा व घरक्रमांक (प्रकल्यास) | 60000/- युनिट मजला,इंडस्ट्रियक पार्किंग स्पेस वि 2/1/सी(पार्ट),ट्रा शिरवणे,डिस्ट्रिक | न.428 च क्षत्रफळ 1238 च त बिल्डिंग नं.1(एडिसन)(पुट ल्डिंग कंपाऊंड मधील,रहेजा त्म ठाणे क्रिक इंडस्ट्रियल एॉ | न :, इतर माहिती: विभाग क्र.30/364/1 वर- गैरस फुट कारपेट आणि लॉफ्ट.4 था र्गिचे ताव फक्त 'एडिसन'),सोबत 1 ओपन कार डिस्ट्रिक्ट - टेसला इंडस्ट्रियल,प्लॉट नं,जीइएन - रेया,विलेज बोनसरी,कुकशेत,आणि ;तालुका-ठाणे-400 705,तसेच इतर वर्णन दस्तात N-2/1/C (Part). ;)) |
| (5) क्षेत्रफळ | 1) 1238 चौ.फू | | |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. | | | |
| (7) दस्तऐवज करन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व एता | कटारिया तर्फे म् इमारतीचे ताव | गुवत्यार अर्पित सक्सेना वय: : 294,रहेजा सेंटर पॉईंट, क | मेटेड च्या सिनियर व्हाईस प्रेसिडेंट अनिता -36; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: ., रॉक नं: कालिना,सांताक्रुज (पुर्व).मुंबई, रोड नं: र कोड:-400098 पॅन नं:-AABCG7955Q |
| ७३)इस्तएवज करन घणा-या पक्षकाराचे व र्किवा दिवाणी न्यायालयाचा हुकुमनामा र्किवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | को.ऑप.हौसिंग महाराष्ट्र, मुंबई 2): नाव:-दर्शन लल्लुभाई पार्क | ा सासायटी लिमिटेड , ब्लॉक पिन कोड:-400058 पॅन ना एम. देसाई वय:-50; पज अंधेरी पश्चिम,मुंबई, ., आंधे | :-प्लॉट नं: 64, माळा नं: . , इमारतीचे नाव: वैकुंठ इ.नं: लल्लुभाई पार्क,अंधेरी पश्चिम,मुंबई, रोड नं: ., इ.नं:-AABPD7435P T:-64, ., वैकुंठ को.ऑप.हौसिंग सोसायटी लिमिटेड [री रेल्वे स्टेशन, MAHARASHTRA, MUMBA] 58 .पॅन नं:-AABPD7434N |
| (9) दस्तऐवज करूल दिल्याचा दिनांक | 19/11/2019 | | |
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| (11)अनुक्रमांक,खंड व पृष्ठ | 14731/2019 | 9 | |
| (12)वाजारभावाप्रमाणे मुद्रांक शुल्क | 826600 | | |
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मुल्याकनासाठी विचारात घेतलेला तपशील:-:

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Date: -- 10.02.2020.

To The Relationship Manager Small Enterprises, State Bank of India, Sanpada Cluster-400705.

Dear Sir / Madam,

Ref. : Permission to mortgage Unit No. 428 on the Fourth floor of the building named as "Tesla Industrial" situated at Bonsari, Kukshet and Shiravane, within the limits of Navi Mumbai Municipal Corporation (NMMC) in D block, TTC Industrial Area, MIDC, Juinagar, Navi Mumbai-400705.

1. This is to confirm that we have agreed to transfer Unit No. 428 admeasuring 1238 sq. ft. Carpet area on the Fourth floor of the building known as "Tesla Industrial" situated at Bonsari, Kukshet and Shiravane, within the limits of Navi Mumbai Municipal Corporation (NMMC) in D block, TTC Industrial Area, MIDC, Juinagar, Navi Mumbai-400705., constructed by us to 1. Mr. Sanjay .M. Desai and 2. Ms. Darshana. M. Desai. For a total consideration of Rs.1,37,71,356/- (Rupees One Crore Thirty Seven Lakhs Seventy One Thousand Three Hundred and Fifty Six) under an Agreement for Transfer dated 19.11.2019.

2. The title of the property described above is clear, marketable & free from all encumbrances & doubts save and except the mortgage created HDFC Ltd.

3. We confirm that We have no objection whatsoever to the said purchasers, at their own costs, charges, risks & consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced by the bank to them subject to the due & proper performance & compliances of all the terms & conditions of the sale document by the said purchasers.

4. We have borrowed from HDFC Ltd. (name of the financial institution) whose NOC for this transaction is enclosed herewith.

5. After creation of proper charge / mortgage & after receipt of the copies thereof & after receipt of proper nomination in favor of the Bank, from the said allottee, we are agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above





& once the nomination favoring the Bank has been registered & advice sent to the Bank of having done so, we note not to change the same without the written NOC of the Bank.

6. After creation of charge / mortgage & after receipt of the copies thereof & after receipt of the proper nomination in favor of the Bank, from the above named purchaser, we undertake to inform the society about the Bank's charge on the said flat as & when the society is formed.

Yours faithfully,

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For Raheja Universal (Pvt)

AGREEMENT FOR TRANSFER

THIS AGREEMENT FOR TRANSFER made at Mumbai this 19 th day of Miles

Between

RAHEJA UNIVERSAL (PVT) LTD., a company incorporated and registered under the Companies Act 1956 and having its registered office at "Raheja Centre Point", 294, C.S.T. Road, Near Mumbai University, Kalina, Mumbai 400 098, hereinafter referred to as **'RUPL'** (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 **One Part**.

And

(1) Mr. Sanjay M. Desai and (2) Ms. Darshana M. Desai, Indian Inhabitants of Mumbai, having their address at 64, Vaikunth, C.H.S Ltd, Lallubhai Park, Andheri (W), Mumbai-400058., in their capacity as the sole proprietor/ partner/ promoter of a proposed Sole Proprietorship Firm / LLP / Partnership Firm / Pvt. Ltd. Company hereinafter referred to as the "Transferee" (which expression shall, unless it be repugnant to the context or the meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the Other Part.

WHEREAS:

A) By an Indenture of Lease dated 18th April 1966 executed by and between Maharashtra Industrial Development Corporation (MIDC) therein referred to as the Lessor of the First Part, Nawrosjee Wadia & Sons Pvt. Ltd thereinf Such referred to as the Confirming Party of the Second Part and Herdillia Chemicals Ltd., (now known as Schenectady Herdillia Ltd.) thereins referred to as the Lessees (and hereinafter referred to as 'Herdillia') of the Third Part MIDC demised unto Herdillia the piece and parcel of land known as Plot No.D-2 in Trans-Thane Creek Industrial Area (TTC Industrial Areaswithm the village limits of Bonsari, Kukshet and Shiravane; Taluka and Registration District and Sub-District Thana, admeasuring 287 acres or thereabouts more particularly described in the First Schedule thereunder written, together with the buildings and erection then or at any time thereafter standing thereon, for

RD-Tesla - Agreement for Transfer of Unit.

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a term of 100 years at the lease rent and on the terms and conditions to contained; including an option to renew the said lease for a further term 100 years without payment of any consideration, at the same rent and on same terms, covenants and stipulations, as are contained in the Indenture. The said Indenture of Lease was duly registered with the same Registrar of Assurances at Bombay under No.2867 of 1966.

- B) The aforesaid lease was confirmed by the Government of Maharashtra use a Deed of Confirmation dated 19th April 1966 executed by and between to Governor of Maharashtra of the First Part, MIDC of the Second Part Herdillia therein of the Third Part and registered with the Sub-Registrar Assurances at Bombay under No.2870 of 1966.
- C) By an Indenture of Supplemental Lease dated 8th January 1971 and registered with the Sub-Registrar of Assurances at Bombay under Sr. Nos.134 and 135 of 1971, MIDC demised unto Herdillia herein additional land bearing Pla No.2(pt.) in the TTC Industrial Area admeasuring 25,167 sq. meters or thereabouts more particularly described in the Second Schedule thereunder written.

The land demised to Herdillia under the said Indenture of Lease dated 18^a April 1966 and the Indenture of Supplemental Lease dated 8th January 1971 are hereinafter collectively referred to as "the Larger Property".

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On an application made by Herdillia, the Chief Executive Officer, MIDC and Ex. Officio, Secretary to the Govt. of Maharashtra, Housing and Special Assistance Department, by his Order No.ULC/14.8/TTC/2/113 dated SUM/1980 passed under Section 20 of the Urban Land (Ceiling & Regulation) Act 1976, read with the Supplemental Exemption Order dated 7/7/1993, eranted exemption under Section 20 of the said Act in respect of the larger property, subject to the terms and conditions therein set out.

Pursuant to the Scheme of Arrangement between Herdillia and Shubh Shanti Services Limited (hereinafter referred to as "SSSL"), sanctioned by the Calcutta High Court on January 29, 2002 and Bombay High Court on April 11, 2002, in terms of the Sections 391 and 394 of the Companies Act, 1956 and pursuant to the modifications carried out by the order passed by Bombay High Court on June 20, 2002 in continuation of its earlier order dated April 11, 2002, certain portions of the Larger Property, admeasuring in the aggregate, 4,06,062.35 sq. meters i.e. approximately 100.34 acres, described in the Schedule to Bombay High Court Order dated April 11, 2002 and part II of Schedule 'B' to Calcutta High Court order dated January 29, 2002 became vested in the SSSL w.e.f. 1st April 2004.

- G) The portions of the larger property, which thus became vested in SSSL by virtue of the hereinabove recited Orders of the Calcutta and the Bombay High Courts, originally comprised of three separate plots as follows –
 - Plot admeasuring 88,729.99 sq. mtrs. (i.e. approx. 21.93 Acres) (hereinafter for the sake of convenience, referred to as Plot 'I');
 - Plot admeasuring 1,86,579.86 sq. mtrs. (i.e. approx. 46.10 Acres) (hereinafter for the sake of convenience referred to as Plot 'II'); (inclusive of 2.08 acres reserved for MSEB sub-station);
 - (iii) Plot admeasuring 1,30,752.50 sq. mtrs. (i.e. approx. 32.31 Acres) (hereinafter for the sake of convenience referred to as Plot 'III'): The Plots I and II had been separated from each other by a portion of the proposed 30 mtrs. wide road.
- H) On the application made by Herdillia, MIDC, by its letter No. MIDC/ROMHP/TTC/GEN-2/1/1233 dated 19th March 2004, read with its Order No. MIDC/ROMHP/TTC/GEN-2/1 /B&C/1686 dated 20th April 2004, inter alia –
 - (i) approved re-alignment of the portion of the road, separating the Plots I and II, so that the said Plots formed one contiguous piece of Land (i.e. one plot);
 - sanctioned sub-division of the Larger Property into 6 plots, including the plot constituted by combining Plots I and II and reconstituting the boundaries taking into account the road realignment: which was designated as Plot No.GEN-2/1/B admeasuring 2,75,309.85 sq. mtrs. (hereinafter referred to as "Plot B");
 - granted its consent for the transfer of the said Plots 'B' along with Plot III reconstituted after relocating the amenity space and which was designated as Plot GEN-2/1/C – (hereinafter referred to as "Plot C") to SSSL herein for Information Technology/ Bio Technology activity.

- In pursuance of an B' and 'C' were transferred to the name of SSSL in the records of MIDC In pursuance of the said of the name of SSSL in the record I)
- Plot 'B' and Plot 'C' are shown by green and red boundary lines respective on the plan hereto annexed and marked as <u>Annexure "A"</u> (hereing) J)
- By a Development Agreement dated 1st December 2004 entered into betwee K) SSSL, therein referred to as the Owner of the One Part and RUPL here (then known as K. Raheja Universal Pvt. Ltd.), therein referred to as the Developer of the Other Part and registered with the Sub-Registrar at V_{ash} Navi Mumbai, under No. TNN-6/08822/2004 of 2004, SSSL granted b RUPL herein, development rights in respect of the SSSL Property, for the consideration and on the terms and conditions therein contained. RUPL $_{\rm Wal}$ put in vacant possession of the SSSL Property under an Irrevocable License. against payment of the full consideration by RUPL to SSSL.
- The said Development Agreement inter-alia provided that the SSSL would, L) whenever called up by RUPL herein, execute, in favour of RUPL, assignment in respect of the SSSL Property, for the consideration paid under the said Development Agreement.

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- MIDC by its Order dated 26th September 2006, granted its consent for the transfer and assignment of the SSSL Property to RUPL herein. The requisite differential premium was paid to MIDC as per the said Order. Hereto 44 2 angened and marked as Annexure "B" is a copy of the said Order dated 26th 240
- N) Accordingly, by a Deed of Assignment dated 5th October, 2006, executed by THE SUB REAL PROVIDENCE SSSL therein referred to as the Assignor of the one part and No contra RUPL referred to as the Assignee of the other part; and registered with the Sub-Registrar of Assurances at Vashi, Navi Mumbai, under Noz TNN-6/4838/2006, SSSL transferred and assigned unto RUPL herein, there leasehold rights, in the SSSL Property, together with all rights ST THAT CIST Lease dated 18th April 1966 including an option to renew the said lease for a further term of 100 years, at the same rent and on and subject to the terms and conditions contained in the said Indenture of Lease dated 18th April 1966.

- In the premises aforesaid, RUPL herein is the lessee of MIDC in respect of 0) the SSSL Property (hereinafter referred to as the "RUPL Property") together with all rights appurtenant thereto for the residue of the term of 100 years granted under the Indenture of Lease dated 18th April, 1966 with an option to renew the said lease for a further term of 100 years and as such is seized and possessed of and/or otherwise well and sufficiently entitled to the RUPL Property.
- RUPL had intended developing, inter-alia, Plot 'C' of the RUPL Property P) (hereinafter referred to as the "Said Property") as an Information Technology Park (I.T. Park) by constructing several buildings for Information Technology (IT), Information Technology Enabled Services (ITES) and Financial and Support Services, as per the users defined in the I.T. Policy, 2009 of the Government of Maharashtra and obtained from the Director of Industries, Government of Maharashtra, its Letter of Intent (LOI) for the same.
- 0) M.I.D.C issued Policy No. MIDC/Legal & Works/156/2012 dated 03.07.2012 ("Flatted Factory Policy/FF Policy") for development of galas / units on allocated plots, for eligible Micro and Small Scale Industries as notified under the Micro Small & Medium Enterprises Development act, 2006 2098 ("MSMED Act"). 72039

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- The name of RUPL (which was originally K. Raheja Universal Pvt. Ltd) was R) first changed to 'Raheja Universal Private Limited' with effect from 25th September, 2009 and was subsequently changed to 'Raheja Universal Limited' with effect from 25th January, 2010. Thereafter, the mane of RUPL was changed back to Raheja Universal Private Limited and thereafter to Raheja Universal (Pvt) Ltd., vide a "Fresh Certificate of Incorporation Consequent Upon Change of Name on Conversion to Private Limited Company" was issued by the Registrar of Companies on 9th August, 2012.
- On an Application made by RUPL, MIDC, vide its order bearing No. MIDC S) RO/MHB/TTC/Gen-2/1/C/1527 dated 6th June, 2014, sanctioned sub-division of the Said Property into two parts ("Sub-division Order") i.e. one part admeasuring 1,09,584.97 sq. meters, bearing Plot No. Gen-2/1/C/part (hereinafter referred to as the "Project Property") and another part

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- admeasuring 21,167.53 sq. meters bearing Plot No. Gen. 2/1/C admeasuring 21,167.55 sq. admeasuring 21,167.55 sq. referred to as the "Adjoining Property"), subject to the terms and referred to as the "Adjoining Property"), subject to the terms and terms and the terms and terms and the terms and terms an referred to as the "August of the Sub-division Order is hereto the second therein contained. A copy of the Sub-division Order is hereto therein contained. A copy of the Sub-division Order is hereto therein contained and therein contained. A corp therein contained. A corp marked as <u>Annexure "C"</u>. A more particular description of marked as <u>Annexure</u> "C". A more particular description of therein of the therein the there are the there are the there are the there marked as <u>Annexure</u> "C". A more particular description of the market as <u>Annexure</u> "C". marked as <u>Annexus</u> marked as <u>Annexus</u> property is given in the First Schedule hereunder written and in property is given in the plan being Annexure <u>"A"</u> hereto.
- M.I.D.C., vide its letter / Order bearing reference No. JAK M.I.D.C., vide no No. JAKo PRA.KA / MAHAPE / T.T.C. / Gen-2/1/C/1528, dated 6th T) PRA.KA / MAHAL ("Conversion Order") ("Conversion of the construction of flatted type industrial, for the construction of flatted type industrial from I.T. to Industrial, for the terms and conditions from LT. to industry units ("FF"), subject to the terms and conditions set out in units ("FF"), subject to the terms and conditional const. units ("FF"), suggesting of additional consideration A Conversion Order is annexed hereto and marked as Annexure the
- RUPL proposes to construct on the Project Property or a part to complex with a layout known as 'Tesla Industrial' (formerly the U) complex with a second s discretion, consisting of any combination of Industrial Buildings Services") including but not limited to Residential, Housing, Busines Mercantile, Amenity Space, etc.) as RUPL may decide at its sole discre-

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- Fortwithstanding what is stated above, RUPL shall be at liberty at any to 20 9the juture, at its sole discretion, to change, amend, modify and alw 2 y dayout, scope, scale and user of the Project Property, inter-alia, by w additions, alterations, amendments, deletions to the layout of the h Property, sub-division of the Project Property or any portion thereof, du
 - change / shift / subdivision of Amenity Space, utilization user additional TSINDR by whatever name called, amalgamation of the h Property with any adjoining or neighbouring properties, grant right-of-se and from the Brotect Property, right to use the common infrastructuree. the occupants of such neighbouring properties in any other m whatsoever and the Transferee shall not be entitled to object to the same 14.00 DIS THANE
- RUPE obtained building plan approvals in respect of Building No. Building No. 2 to be constructed on a part of the Project Property. Commencement Certificate DE/SPA/C/Genbearing No. (Part)/D50599/2014 dated 10th December, 2014 and which was renewed

- time time to vide Commencement Certificates bearing Nos.DE/MHP(C)/IMFS/D75274 /2015 dated 17th December, 2015. DE/MHP©/IFMS/C02025 dated 5th June, 2017 and finally vide No.DE/MHP(C)/IFMS/C70998/2018 dated 10th August 2018. Hereto annexed and marked Annexure "E-1", "E-2", "E-3" and "E-4" are copies of the Commencement Certificate and the Renewed Commencement Certificate. In pursuance thereof, RUPL commenced and completed construction of immovable property being an industrial building known as "Tesla - Building No.1 - Edison" (formerly known only as 'Edison') or such other name as RUPL may in its absolute discretion deem fit, comprising of Parts A and B (hereinafter referred to as the "Said Building") on a portion of the Project Property, at the location shown by blue hatched lines on the plan being Annexure "A" hereto (as per the tentative proposed layout of the Project Property shown on the said Plan being Annexure "A" hereto); and obtained Building Completion Certificates ("BCCs") from MIDC in respect of Parts A and B of the Said Building, bearing Nos. DE/MHP(C)/SPA/B23734/2917 and DE/MHP(C)/SPA/B38573/2018 dated 6th April, 2017 and 20th April, 2018 respectively, copies whereof are annexe 22039 hereto and marked as Annexure "E-5" and "E-6".
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- As per the sanctioned plans, the Said Building comprises of ground plus four X) upper floors, containing galas / units for various types for MSM industries.
- Y) On an application made by RUPL, MIDC vide its letter dated 23rd April 2015 granted its permission to RUPL to allot of Galas to micro, small and medium scale industries before obtaining Building Completion Certificate (BCC) and (b) allowing the first gala holders (first transferees of RUPL) to mortgage the Galas, subject to the execution of a General Agreement between the Lessor and the Lessee setting out the terms and conditions for the allotment of the galas and the mortgage consent to first gala holders. Accordingly, a General Agreement dated 8th December, 2015 was executed and was registered under No.TNN/ 6/6642/2015.
- Z) RUPL reserves to itself the right to make such additions, alterations and amendments to the building plans as deemed necessary by RUPL without affecting the unit/gala agreed to be transferred hereunder.
- AA) The Project Property shall have access through the external roads on the north ("North Access") and east ("East Access") of the Project Property,

shown by brown and grey wash respectively on the tentative plan of the Project Property, attached hereto as $\underline{Annexure}_{A_{const}}$ Said Building shall have access only through the North \underline{Access}

- BB) The Adjoining Property and/or the person or persons owning occupations of the same at any time in future, as well as the occupation of the buildings to be constructed on the Adjoining Property also have access through the East Access as well over the North over the internal roads of the Project Property, in such manner and its absolute discretion may deem fit.
- CC) RUPL made an application to M.I.D.C. and M.I.D.C. vide its orde. No. MIDC / RO/MHP/TTC/Gen-2/1/C/1359 dated 23rd April, 20 alia, permitted RUPL to allot the galas / units so constructed to mine and medium scale industries ("Order dated 23.04.15"). In the circle RUPL is entitled to transfer such galas / units to micro, small and scale industries ("MSM Industries").
- DD) The Order dated 23.04.15 also, inter-alia, provided for the execute General Agreement to the aforesaid General Agreement dated 8th Dec.
 2015 between M.I.D.C. and RUPL and a Bi-Partite Agreement Agreement of the executed between RUPL and the Transferee whereby RUPL was a solution of the executed to transfer the unit / gala basis to the first gala Transferee.
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EE) In pursuance of the Order dated 23.04.15, a General Agreement 8th December, 2015 and duly registered with the Sub-Registrar of Assen under No.TNN/ 6/6642/2015 ("General Agreement") has been exceed and between M.I.D.C. and RUPL herein, whereby M.I.D.C., interally and between M.I.D.C. and RUPL herein, whereby M.I.D.C., interally and between M.I.D.C. and RUPL herein, whereby M.I.D.C., interally obtaining a Building Completion Certificate ("BCC") and has (b) approved Bank/Financial Institution more particularly subject, interally condition Nos. 1 and 3 mentioned therein. As such, a separate NOC 4 annexed and marked <u>Annexure "F"</u> is a copy of the General Agreement

- FF) RUPL has informed the Transferee and the Transferee is aware that, as per the terms of this Agreement and the General Agreement, more particularly, inter-alia, as per condition Nos. 1 and 3 mentioned therein:
 - The Transferee shall be entitled to transfer the Transferee's interest in (i) the Said Gala / Unit only with the prior written permission of the MIDC and RUPL and only after the payment of the appropriate charges/including Transfer Charges to the MIDC and RUPL in respect of the same. In the event of the Transferee transferring his/her/their interest in the Said Gala / Unit to a third party or granting a Leave and License in respect of the Said Gala / Unit, the Transferee shall ensure that the transferee/ licensee (i) is eligible for establishing and conducting Eligible Industries as defined in Recital GG (h) herein below i.e. a non-polluting industry within the meaning of the MPCB Act; (ii) obtains a Consent to Establish from Maharashtra Pollution Control Board ("MPCB") certifying that the industry so operated falls with the meaning of a 'white / green' industry as defined under the Maharashtra Pollution Control Act, ("MPC Act") and (iii) is a MSM Industry within the meaning of the MSMED Act and shall indemnify and keep RUPL indemnified against any costs, charges, expenses, loss, damage, suit or legal proceedings that RUPL may incur, suffer or may be subject to as a consequence of non-compliance by such transferee/assignee/licensee to adhere to the requirements above:
 - (ii) In the event of the Transferee being desirous of mortgaging the Said Gala / Unit for the purposes of securing a mortgage loan, the same shall only be mortgaged with a Financial Institution approved by MIDC and the Transferee shall be required to execute a Tripartite Agreement with RUPL and such Financial Institution in the format for be provided by RUPL.

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- (iii) In the event of the transferee of the Transferee being desirous of mortgaging the Said Gala / Unit for the purposes of securing a mortgage loan, the Transferee shall inform such transferee that the same shall be mortgaged only with a Financial Institution approved by the MIDC and only with the prior written consent of MIDC and after payment of any unpaid statutory charges in this behalf to MIDC.
- GG) This Agreement is being executed in pursuance of the FF Policy, Conversion Order read with the Order dated 23.04.15 and the General

Agreement.

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that:-

- RUPL has also informed the Transferee and the Transferee $i_{S_{\frac{3}{2}}}$
- RUPL intends to develop the Project Property as an Industrial RUPL intends to develop the Project Property as an Industrial R under the FF Policy, in a 'phased' manner and as per planning to (a) decided by RUPL at its sole discretion and RUPL shall be entitled to that purpose, to consume the entire FSI available in respect of the Project Property, including any additional FSI that may be permitte to be used on the Project Property.
- If any further or other additional FSI is permitted to be u_{sed} . (b) becomes available for construction on the Project Property at any time in future, the same shall be available for use and consumption h RUPL on any portion of the Project Property, including on the building in which the Said Unit agreed is situate; and none of the Transferees in the said Building, including the Transferee herein, nor the Ad-hoc / Executive Committee or the /Board/Association of Persons, Co-operative Society / Federation of the Unit acquirers when formed and registered, will be entitled either to object to the same or claim any benefits arising therefrom.
- RUPL shall have the unqualified and unfettered right to allot, transfer, (c) assign and/or let out/lease or grant on leave and license basis or otherwise deal in any manner, all of the other Units in the said Building and/or if it so desires and to retain any of the Units in the said Building (in which event RUPL shall become a member of the Ad-hoc / Executive Committee or the /Board/Association of Persons,

or Society, when formed, in respect of the Units retained by it), with EUB REGIS me right to use one open car parking space per Unit so retained, in the compound of the Said Building, as well as any other building proposed to be constructed on the Project Property or any part thereof,

RUBY shall be entitled to modify the building plans in respect of the

DIST. THE Said Building without however in any manner prejudicially affecting the Unit proposed to be transfer to the Transferee hereunder.

- the layout of the Project Property and the sanctioned plans in respect (e) of the Said Building, shall be amended from time to time and the Transferee shall have no objection to the same;
- Without prejudice to what is stated above, RUPL shall be at liberty at (f) any time in the future, at its sole discretion, to change, amend, modify and alter the layout, scope, scale and user of the Project Property, inter-alia, by way of additions, alterations, amendments, deletions to the layout of the Project Property, sub-division of the Project Property or any portion thereof, change of user, change / shift / subdivision of Amenity Space, utilization of additional FSI/TDR by whatever name called, amalgamation of the Project Property with any adjoining or neighbouring properties, grant right-of-way to and from the Project Property with the right to use the common infrastructure like internal roads, access, common amenities and facilities etc., to the occupants of such neighbouring plot or in any other manner whatsoever and the Transferee shall not be entitled to object to the same.
- The Said Building shall have access only through the North Access (g) notwithstanding that the Project Property shall be accessible through 92039 both the North Access as well as the East Access.

(h)

2 70 93 The galas / units in the Said Building shall be utilized only for the purpose of commencing and operating non-polluting "MSM Industries" as per the Conversion Order and the Order dated 23.04.15 within the meaning of the term as defined under MSMED

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- Act, read with the FF Policy of MIDC, rules and regulations for the time being in force, or any amendment thereto at any time in the future, (hereinafter referred to as "Eligible Industries"),
- As M.I.D.C. has granted its universal consent to the first allotment of (i) the gala / unit from RUPL to the Transferee herein as aforesaid, not here separate NOC from M.I.D.C. prior to the execution of this Agreement is required PROVIDED HOWEVER and it is hereby expressly clarified that M.I.D.C. consent granted as aforesaid is applicable only to the transfer contemplated hereunder; and any subsequent transfer from the Transferee to a third party, (subject to the conditions for such transfer laid down by RUPL being fulfilled) at any time in the future, shall require a separate NOC from MIDC and payment of Transfer

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(d)

Charges to MIDC/RUPL, the procurement of which shall $b_e | b_{e} |_{b_e}$ responsibility of the Transferee and any such transfer shall $b_e |_{b_e} |_{b_e}$ of and as per the MIDC Unit Transfer Policy.

This Agreement for Transfer of the industrial gala / unit to Transferee is on the basis of the Transferee's assurance/ declard (j) that (i) the Transferee is eligible for establishing and conduct Eligible Industries as mentioned hereinabove i.e. a non-pollu industry within the meaning of the Maharashtra Pollution Con Board ("MPCB") Act; (ii) the Transferee shall, on receive possession of the Said Gala /Unit obtain a Consent to Establish fin MPCB certifying that the industry so proposed to be operated, fail with the meaning of a 'white / green' industry as defined under a MPCB Act and shall provide a copy of such certification to RUP (iii) the Transferee is a MSM Industry within the meaning of the MSMED Act (iv) the Transferee shall on or before receiving possession of the Said Gala / Unit, provide to RUPL with copies the appropriate certification from the Competent Authority unde section 8(2) of the MSMED Act ("MSM Certification") in suppor of the same and (v) the Transferee shall duly execute and $\operatorname{register}_1$ Deed subsequent to obtaining from MIDC, the transfer order transferring the Said Gala/Unit to the Transferees name ("Transfer Order") as per the circulars/policies/guidelines issued by MIDC $f_{\mbox{fr}0\mbox{h}}$ Etime to time relating to Gala/Unit ("MIDC Unit Transfer Policy") oand shall also be liable to pay the Stamp Duty and Registration 209 Charges as may be applicable thereon. 270

> Notwithstanding the Transferee obtaining certification as aforesaid the Transferee shall ensure that any discharge/effluent produced a any time during the course of the Transferees' operational activity carried out in the Said Unit/Gala, shall be treated and/or discharged in accordance with the MPCB and MIDC norms.

> The dommon Areas of the said Building including but not limited to terrice/s, passage, lifts, lobby and other common areas in the said Building shall belong to vest in RUPL and RUPL shall be entitled to allot, grant the exclusive use, commercially exploit and/or create third party interest or otherwise deal with the said Common Areas in any manner they deem fit and proper and for that purposes enter into

agreements with third parties and receive and appropriate to itself the realizations in respect thereof. The common areas of the said Building are to be used by the Transferee only for the purpose of access to and from the said Unit and the Transferee shall not be entitled to use the common areas for the purpose of storage, stacking, piling, etc. of either raw materials, finished goods, etc., or installing any machinery or structure of a permanent or non-permanent nature, such as a Storage Tank, outdoor AC units, etc. in the common areas adjacent to the said Unit, without the prior consent in writing from RUPL, notwithstanding the same are required for the activity being carried out within the said Unit. Similarly the Transferee shall not be entitled to make any structural changes to the said Unit by installing any steel beam, etc. that protrudes from within the said Unit into the rear passageway adjacent to the said Unit or erect any chimney, exhaust or vent within the said Unit, whether required for the Transferee's activity or not. In the event of the Transferee breaching the provisions of this clause in any manner whatsoever, RUPL shall give to the Transferee, a written notice to cure such breach within 7 days of the date of the notice, failing which RUPL shall be at liberty to cure the breach in such manner as it may deem fit, at the cost of the 92039

(m) The Transferee shall strictly adhere to and be bound by the maximum gross weight restrictions as mentioned hereinbelow on the machinery and / or equipment to be installed and operated within the Said Unit depending on the floor on which the Said Unit is located.

- (n) The transfer shall also be governed by the Conversion/Order and the FF Policy of MIDC, and other approvals / permissions for the time being in force and any amendment or modification thereto from time to time, by the terms and conditions set out in the Schedule to FF Policy and by the rules and regulations framed by MIDC in that behalf.
- (o) RUPL shall at its sole discretion form (a) an Ad-hoc Committee or such other form of Executive Committee/Board/Association of Persons or a Co-operative Society of the transferees of the Units of the Said Building, and of each of the buildings and a Apex Body/ Federal Society of all such Co-operati∲ Societies OR (ii) a single Co-

RD-Tesla - Agreement for Transfer of Unit.

Transferee.

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RD-Tesla - Agreement for Transfer of Unit.

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operative Society of all the transferees of Units in all building for Industrial purposes as well as for Support Services) construction the Said Project Property and an assignment of the Said Ruilding (subject to the Property and the Said Building (subject to the rights of a transferees in respect of their respective Units in the said build favour of the Federal Society or the single Society so formed executed by us for the residue of the term of the Lease granted to the said Indenture of Lease dated 18th April 1966 of 100 years the option to renew the same for a further period of 100 yearhereby agreed that all costs, charges, statutory dues, consideration etc., if any, payable to the MIDC, Government of Maharat Central Government or any judicial or quasi judicial authority transfer/assignment of the Project Property or part thereof and buildings standing thereon, shall be borne and paid by the Transfe proportionately along with the other Transferees/occupants of the the said buildings.

RUPL has created a charge on the Project Property in favour, (p) HDFC Limited ("HDFC") to secure the repayment of a mongat debt and has prior hereto obtained from HDFC its no-objection to s transfer of the unit / gala agreed to be transferred to the Transfer. Hereto annexed and marked Annexure "G" is a copy of the HD NOC.

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RUPL, who is the lessee of the Project Property hereby reserve the right to allot, transfer, let/transfer and/or grant on leave and licenbasis, all the other units in the said Building and also in othe buildings constructed on the Project Property and also to assig mortgage, create charge or third party interest or otherwise deal with the Project Property and the buildings to be constructed therea (including the said Building) or any part thereof, save and except the Duit agreed to be transferred hereunder.

RUPL has arther informed the Transferee and the Transferee is aware that:-

(a) In the development of the Project Property, RUPL may provide certain common infrastructure like gates, access roads (including for construction), STP, underground water tanks, internal roads, security

cabins, Storm Water Drains, gardens, ramp, DG Sets, sub-station etc., for the use and convenience of the allottees of some and/or all the buildings constructed on the Said Project Property and/or any other buildings that may be constructed in future phases on the Said Project Property (hereinafter referred to as "the Common Infrastructure") ...

(b) RUPL may at its sole discretion construct or provide on the Project Property various facilities and amenities (hereinafter referred to as the 'Ecosystem Facilities"), the use whereof may be granted by RUPL to the Transferee, at the discretion of RUPL and subject to payment of necessary charges from the Transferees as setout hereinbelow. As part of the Ecosystem Facilities, RUPL is currently developing and shall shortly complete (a) a Town Centre on a portion of the ground floor of the Said Building which shall for the purposes of this Agreement be deemed to be the Town Centre as contemplated herein and for which the Transferee shall be required to make payments as mentioned hereinbelow PROVIDED HOWEVER that RUPL shall be at liberty and reserves its. right, at its sole discretion, at any time in the future, to relocate such

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Town Centre (whether similar in size or configuration or not) to any other 20 location on the Project Property and the Transferee shall not raise any objection, claim or seek any compensation or remedy for relocation of the Town Centre as aforesaid. The Transferee is hereby informed that upon such relocation, the Transferee shall be required to discontinue the usage of the old Town Centre and commence the usage of the New Town Centre as and when constructed. The Transferee is also further hereby informed that RUPL shall be at liberty, if it so desires, to sub-divide from the Project Property, the Amenity Space and/or the land beneath and appurtenant/surrounding the Town Centre and to use such sub-divided property and the Town Centre constructed thereon in such manner as it may deem fit; (b) Rooftop Solar System at such location on the Project Property as RUPL may deem fit and subject to approval of MIDC. RUPL may also as part of the Ecosystem Facilities, also develop a DG Yard/s at such location on the Project Property as it may in its absolute discretion deem fit. If so developed, the DG Yard/s shall also form part of the Ecosystem Facilities.

(c) The Common Infrastructure and Ecosystem Facilities (whether provided now or in future) shall be exclusively owned by RUPL and RUPL shall

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- be entitled to deal and/or otherwise create third party rights in resp. the same as they may in their sole and absolute discretion deem fit Common Infrastructure and Ecosystem Facilities provided by RUP the Project Property (whether provided now or in future) shall operated by RUPL and / or its nominee, any third party agencies as be nominated by RUPL and/or for that purposes RUPL shall be ento enter into appropriate arrangements including by way of Leas Revenue Sharing / Other Arrangements as RUPL may decide absolute discretion.
- (d) RUPL shall be entitled to charge to the Transferee, proportionately, Town Centre Facilitation Fees, periodic subscription as well as us charges for the Ecosystem Facilities provided by RUPL on the Pro-Property whether now or in the future together with the applicable to and duties including GST thereon, which shall be as per the policy to framed and decided by RUPL in its sole discretion.
- JJ) RUPL has transferred various Units in said Building, and has granted to to said Transferees right to use specific open car parking space/s in to compound of the said Building.
- KK) At the request of the Transferee herein RUPL has agreed to transfered the Transferee has agreed to obtain a transfer from RUPL of its intere in immovable property, being Unit bearing No. 428 admeasuring 1238 sq.1 carpet area along with loft admeasuring 427 sq. ft. carpet area, on the Four floor of the said Building ("Said Unit") at or for the consideration of R 1.37,71,356/- (Rupees One Crore Thirty Seven Lakh Seventy On Thousand Three Hundred Fifty Six Only) and as incidental thereto the 3-70 right to use 1 no. of open car parking space/s in the compound of the Sa Building for the Consideration and on the terms and conditions here

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The Transferee agrees and understands that the above consideration parable and paid is RUPL is towards the right and interest in the immovable property including but not limited to, construction of the said property SUBJECT HOW/VER to and in terms of Clause 13 hereinbelow.

- MM) RUPL has informed the Transferee and the Transferee is aware that there might be +/- 3% variation in the area of the Said Gala/Unit on account of planning constraints, thickness of walls, doorjambs etc., which variation shall not be objected to by the Transferee. However, in the event of there being an decrease/increase in the area of the Said Gala/Unit above/below 3%, the consideration payable in respect of the said Gala / Unit shall be proportionately adjusted in the last installment.
- NN) RUPL has given to the Transferee inspection of the documents of title pertaining to the Project Property, the building plans and the Commencement Certificate and the Building Completion Certificates in respect of the Said Building.
- OO) A copy of the Certificate of Title issued by M/s. Kanga & Co., Advocates & Solicitors, certifying the title of RUPL in respect of the said

Property as annexed hereto and marked as Annexure "H".

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NOW THIS AGREEMENT WITNESSETH AS FOLLOW

- The recitals hereinabove contained shall form an integral part of this operative portion as if the same are set out herein verbatim.
 - RUPL shall, as a part of development of the Project Property described to the ECIST First Schedule hereunder written, construct a complex with a layout to be known as 'Tesla Industrial' (formerly known as Raheja District Theorem such other name as RUPL shall in its absolute discretion deem fit, consisting of immovable property being Industrial Buildings, as well as building for support services ("Support Services") including but not limited to to to a sup decide at its sole discretion. In pursuance thereof, RUPL has commenced and completed construction of an immovable property consisting of an industrial building known as "Tesla -Building No.1 - Edison" (formerly known only as 'Edison') or such other name as RUPL may in its absolute discretion deem fit, having various types of galas / units for MSM Industries as defined under the MSMED Act, at the location shown by blue hatched lines on the plan being 'A' hereto, as per the building plans, design and specifications approved by MIDC, which have been seen and approved by

Storage Tank, outdoor AC units, etc. in the common areas adj_{adj} the said Unit without the prior consent in writing from a notwithstanding the same are required for the activity being a out within the said Unit. Similarly the Transferee shall not be to make any structural changes to the said Unit by installing anybeam, etc. that protrudes from within the said Unit into the passageway adjacent to the said Unit or erect any chimney, exhaus vent within the said Unit, whether required for the Transfer activity or not. In the event of the Transferce breaching the provision of this clause in any manner whatsoever, RUPL shall give to transferee, a written notice to cure such breach within 7 days of date of the notice, failing which RUPL shall be at liberty to cure breach in such manner as it may deem fit, and recover the costs for the Transferee.

(m) The Transferee shall strictly adhere to and be bound by the maximu gross weight restrictions as mentioned hereinbelow on the machine and / or equipment to be installed and operated within the Said Un depending on the floor on which the Said Unit is located.

| Floor No. | Maximum Operational Gross Weight Permitted in Unit sq/m | Maximum Gross Weigh Permitted in Loft sq/m | |
|-----------------|---------------------------------------------------------------------|-----------------------------------------------------|--|
| Ground | 5,000 kgs | 500 kgs | |
| First to Fourth | 1,750 kgs | 500 kgs | |

(n) The Transferee shall be primarily responsible for obtaining all the necessary approvals, licenses, permissions including renewing the same from time to time, that may be necessary for the purposes of same from time to time, that may be necessary for the purposes of the purposes of the same from time to time, that may be necessary for the purposes of the same from time to time, that may be necessary for the purposes of the purposes of the same from time to time, that may be necessary for the purposes of the same from time to time, that may be necessary for the purposes of the purposes of the same from time to time, that may be necessary for the purposes of the necessary for the purposes of the same from time to time, that may be necessary for the purposes of the purposes of the purposes of the necessary for the neces

(a) The massive shall also be governed by the Conversion Order and the Dist. The Policy of MIDC, the MIDC Unit Transfer Policy and other approvals / permissions for the time being in force and any amendment or modification thereto from time to time, by the terms

and conditions set out in the Schedule to FF Policy and by the rules and regulations framed by MIDC in that behalf.

- (p) RUPL has created a charge on the Project Property in favour of HDFC Limited ("HDFC") to secure the repayment of a mortgage debt and has prior hereto obtained from HDFC its no-objection to the transfer of the unit / gala agreed to be transferred to the Transferee a copy of which is annexed hereto as <u>Annexure "G"</u>.
- (q) Notwithstanding what is stated above, RUPL shall be at liberty at any time in the future, at its sole discretion, to change, amend, modify and alter the layout, scope, scale and user of the Project Property, interalia, by way of additions, alterations, amendments, deletions to the layout of the Project Property, sub-division of the Project Property or any portion thereof, change of user, change / shift / sub-division of Amenity Space, utilization of additional FSI/TDR by whatever name called, amalgamation of the Project Property with any adjoining or neighbouring properties, grant right-of-way to and from the Project Property with the right to use the common infrastructure like internal roads, access, common amenities and facilities etc., to the occupants of such neighbouring plot or in any other manner whatsbeever and the Transferee shall not be entitled to object to the same.
 - Transferee shall not be entitled to object to the same. RUPL, who are lessees of the Project Property hereby reserve their right to allot, transfer, transfer, grant on leave and license basis,
- (r) RUPL, who are lessees of the Project Property hereby reserve their right to allot, transfer, transfer, grant on leave and license basis, assign, mortgage, create charge or third party interest or otherwise deal with the Project Property and the buildings to be constructed thereon (including the said Building) or any part thereof, save and except the Unit agreed to be transferred hereunder of the save and the save
- (i) The Transferee/s hereby agree/s to obtain from RUPL and RUPL hereby agrees to transfer to the Transferee/s, subject to what has been recited hereinabove and/or stated and stipulated hereafter, its interest in immovable property, being the Unit bearing No. 428 admeasuring 1238 sq. ft. carpet area along with loft admeasuring 427 sq. ft. carpet area, (hereinafter referred to as the 'said Unit') on the Fourth floor of the Said Building being constructed by RUPL on the Project Property (described in the First Schedule hereunder written), for the consideration of Rs. 137,71,356/- (Rupees One Crore)

30 37 (n)

6.

Bint

- We are assessed to Income-Tax by the Dy. Commission enecial Range 6, and the Permanent We are assessed ... (Mumbai) – Special Range 6, and the $Permanent A_{c_{c_{0}}}$ (Mumbai) – Special Range 6, and the $Permanent A_{c_{c_{0}}}$
- The Transferee state as under: (ii)

We, Mr.Sanjay M. Desai and Ms. Darshana M. Desai We, Minute Ward/Cirol - Ward/Circle _____ and the Permanent Account Number allotted to us is $AABPD7_{43SP}$

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed mpir respective hands the day and year first hereinabove written, 2099

THE FIRST SCHEDULE ABOVE REFERRED TO (Description of the Project Property)

All that piece or parcel of land or ground admeasuring 1,09,584.97 Sq. ML thereabouts bearing Plot GEN-2/1/C (part) of Trans Thane Creek Industrial, lying and being within the village limits of Bonsari, Kukshet, and Shiravane, Te Thane, Juinagar, Navi Mumbai 400705 and bounded as follows:-On or towards the North

On or towards the South

On or toward, the West

EOn Spr Jowards the East

By Plot bearing No.B-37/4, 25m/Ent., D.36 By Truck Terminal and Plot of Hindustan Petroleum, Gen 2/1/C By Plot No. D-503, D-505, D-505, 25 m/Er shown on the plan being Annexure "A" hereto by beige wash

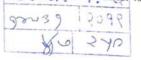
THE SECOND SCHEDULE ABOVE REFERRED TO (Description of the Said Unit)

Unit bearing No. 428 admeasuring 1238 sq. ft. carpet area on the Fourth floor of the "Tesla - Building No.1 - Edison" as well as loft, together with 1 no. of open car parking space/s in the compound of the Said Building, being constructed in the Project 'Tesla Industrial' on a portion of the plot of land bearing Plot GEN-2/1/C (part) of Trans Thane Creek Industrial Area lying and being within the village limits of Bonsari, Kukshet, and Shiravane, District Thane, Juinagar, Nava Mumbai 400705.

SIGNED AND DELIVERED by the within named RUPL RAHEJA UNIVERSAL (PVT) LTD by the hand of its Authorized Signatory Ms. Anita Kataria (Sr.V.P. - Sales) pursuant to the Resolution of its Board of Directors dated 29th June, 2012, in the presence of U (MOMANRAJ K?)

SIGNED AND DELIVERED by the within named Transferees 1) Mr. Sanjay M. Desai and 2) Ms. Darshana M. Desai in their capacity as the sole proprietor/partner/promoter of a proposed) Sole Proprietorship Firm / LLP / Partnership Firm / Pvt. Ltd. Company (Individuals) in the presence of NARESH KUMAR PRDROD







For RAHEJA UNIVERSAL (PVT) LTD. AUTHORISED SIGNATORY







A - BRUXENNA