

DEVAT NAMA, ON SHRI SAGGU DEVAT NAMA

Total 19:1 TC64

Area: 782 sq ft Carpet (Office) &
3 Carparking 180 sq ft (Carb)

Consideration: - 3,05,00,000/-

Stamp Act 1958

Stamp Act 1958

Office: ...

Office: ...

Case No. /M/3303/2011/COH/2603/11

Date 29/08/2011

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सुप्रीम कोर्ट में

Received from Shri M/s. MNR Exports Pvt Ltd.

Residing at: Mumbai

Stamp duty of Rs. (Rs. 13,500/-)

Side challan No. 9

Dated 29/08/2011

Certified under Section 32(1) of the

Bombay Stamp Act, 1958 that the full duty

of Rs. 15,25,000/-

with which this instrument is charge has

been paid vide article No. 25(b)

of schedule

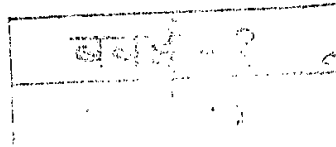
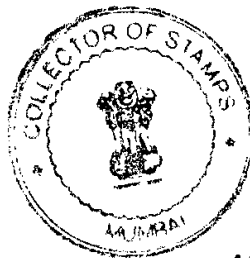
This certificate is subject to the provision

of section 53-A of Bombay Stamp Act, 1958

Place: Mumbai

Date 29/08/2011

Collector of Stamps



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 24 day of August 2011

BETWEEN SHREENIWAS COTTON MILLS LIMITED, a Limited Company registered and incorporated under the Indian Companies Act, 1956 and having its registered office at Somani House, Hazarimal Somani Marg, Mumbai- 400 001, hereinafter referred to as "OWNER" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) party of the First Part;

Mr./Mrs./Miss/M/s MNR Exports Pvt. Ltd. residing at / having its office at Doshi Niketan 1/3 A, Ballygunge Place (East), Kolkata, West Bengal - 700 019 and assessed to Income Tax under Permanent Account Number (PAN) AACCM1847G hereinafter referred to as "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and

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permitted assigns, and in the case of a partnership firm the partners for time being thereof, the survivors or last survivor of them and the heirs, executors, and administrators of last survivor of them and his/her/their/its permitted assigns, and in the case of the Company its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the Second Part;

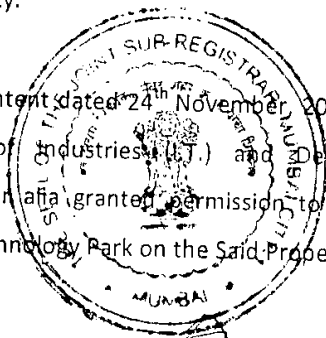
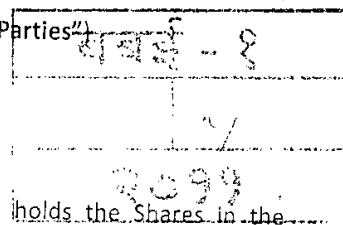
AND

KIDDERPORE HOLDINGS LIMITED a Limited Company incorporated and registered under the Companies Act, 1956 and having its registered office at Shree Niwas House 2nd Floor, H. Somani Marg, Mumbai 400 001 hereinafter referred to as "**BUILDER/PROMOTER** (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) party of the Third Part;

(The Owner, Purchaser and Builder/Promoter are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**")

WHEREAS:-

- A. The Owner inter alia owns the Property and holds the Shares in the Builder/Promoter and incidental thereto and in terms of the Articles of Association of the Builder/Promoter is entitled to the Premises. A copy of the said Articles of Association will be furnished to the Purchaser.
- B. The Builder/Promoter is constructing/developing "Lodha Supremus" on the said Property.
- C. By a Letter of Intent dated 24th November, 2010 and 18th January, 2011, the Director of Industries (I.T.) and Development Commissioner (Industries) inter alia granted permission to develop a Private Sector Information Technology Park on the Said Property to be known as "Lodha Supremus".

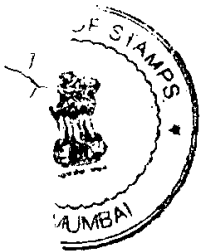


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- D. M/s. Spaceage Consultants registered with the council of Architects have been appointed. A Structural Engineer/Designer for preparation of requisite plans, Building, structural designs and specifications has also been appointed.
- E. A copy of the Certificate of Title evidencing the nature of the title of the Owner to the Property on which the Building is to be constructed and the plans for construction of "Lodha Supremus" which have been duly sanctioned and approved by the Municipal Corporation of Greater Mumbai ("MCGM") on 09.09.2010 (hereinafter referred to as the "Said Plan") are hereto annexed and marked as Annexure-4 and Annexure -4A.
- F. A copy of the Intimation of Disapproval bearing No. EB/5698/GS/A dated 09.09.2010 issued by the Executive Engineer, Building Proposal, and MCGM under Section 346 of the Bombay Municipal Corporation Act in respect of development of the said Property is hereto annexed and marked as Annexure-5
- G. A copy of the Commencement Certificate bearing No. EEBPC/5698/GS/A dated 22.10.2010 ("C.C.") issued by the Executive Engineer, Building Proposals under the Maharashtra Region and Town Planning Act, 1966 issued in respect of development of the Building is annexed and marked as Annexure-6 hereto.
- H. The Builder/Promoter has accordingly commenced construction of "Lodha Supremus" in accordance with the said Plans sanctioned by MCGM.
- I. The Purchaser has approached the Owner and agreed to purchase and acquire the Shares (as defined herein) along with the rights in respect of the Premises. The Purchaser has also demanded from the Owner and the Owner has furnished to the Purchaser for inspection and given copies of documents relating to the title of the Said Property, building plans and the approved plans and the Purchaser has confirmed that the Purchaser has read and understood the aforesaid documents and is satisfied in all



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respects with regard to the title of the Owner in respect of the Premises/Building and the limitations associated therewith viz. that the Premises can be used and occupied only for IT/ITES related user. The Purchaser confirms that there shall be no further investigation or objection by the Purchaser in that regard and is fully satisfied of the competency of the Owner/Builder/Promoter to enter into this Agreement.

- J. Relying upon the said application, representations and declarations made by the Purchaser, the Owner has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase from the Owner the Shares along with the Premises at the price and on the terms and conditions hereinafter appearing.

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

1. Definition and Interpretation:

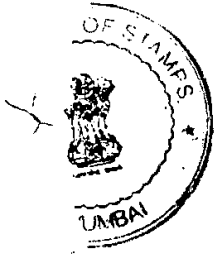
- (A) "Agreement" shall mean this Agreement together with Schedules and Annexure hereto and any other deed and document executed in pursuance hereof.
- (B) "Approvals" shall mean all licenses, permits and consents obtained from the competent authorities to develop the Property and the Premises, and according the status of Information Technology Park to the Property, including but not limited to the approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto. It is clarified for the avoidance of all doubt that Approvals shall not include licenses to be obtained by the Purchaser under applicable laws.
- (C) "Building" or "Lodha Supremus" shall mean a building being constructed as an IT Park on the said Property consisting of 2 levels of basement for parking and services, 1 podium level for

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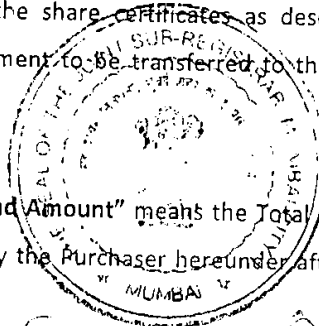
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main entrance lobby and retail area, 3 podium level for parking and service and 13 upper office floors and terrace area.



- (D) "Carpet Area" means the carpet area of the Premises including all passages, decks, balconies, service slabs, niches and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.
- (E) "Common Areas & Amenities" shall mean the amenities as are available to and/or in respect of the Premises and more particularly described in the Annexure -3 hereto.
- (F) "Contribution" means the amounts payable by the Purchaser in respect of the Premises towards permanent deposits, water connection charges, electricity charges, betterment charges, internet connection deposits, Telephone connection deposits, Service Tax Charges, GST CAM charges, VAT charges, sinking fund charges, etc.
- (G) "Liquidated Damages" means an amount equivalent to 10% of the Total Consideration payable by the Purchaser under clause 21 upon the Purchaser committing breach/default of any of the terms hereof.
- (H) "Premises" shall mean all interest as mentioned in Articles of Association of the Builder/Promoter in respect of the Premises the details thereof are given in Annexure-2 hereto accompanying with the share certificates as described in Clause (26) in this Agreement to be transferred to the Purchaser on spot delivery basis.
- (I) "Refund Amount" means the Total consideration or part thereof paid by the Purchaser hereunder after deducting there from the



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Liquidated Damages and any other amount and dues payable by the Purchaser to the Owner.

(J) "Shares" shall mean -----fully paid up equity shares held by the Owner in the Builder/Promoter bearing distinctive number-----to-----bearing share certificate no.....for.....floor of the said Building together with the incidental rights to the said Premises.

(K) "The Said Property" or "the Property" shall mean the land more particularly described in the FIRST SCHEDULE hereunder written.

(L) "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of the Premises as set out in clause 5.1 below and in Annexure -2 hereto.

(M) "Transfer of the Premises" shall mean the sale, transfer assignment, to any third party of (i) the Premises or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case of the Purchaser is a Company, the change in control and/or (ii) Management and/or (iii) shareholding of not less than 26%, of the Company and (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. It is however, clarified that Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company, shall not constitute Transfer of Premises.

(N) "Ultimate Organization" shall mean the Builder/Promoter in whose favour the said Property shall be conveyed in accordance to the terms hereof.

2. Rules for Interpretation:

In this Agreement, unless where the context otherwise admits:-

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- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b) All statutory instruments or orders made pursuant to a statutory provision; and
 - c) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.



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2.8 Any references to the masculine, the feminine and the neutral shall include each other.

2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day;

2.10 The Owner, Purchaser and the Builder/Promoter are referred to herein individually as a "Party" and collectively as the "Parties"

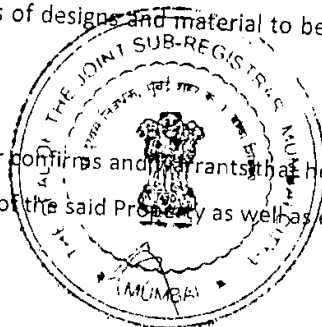
3. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

4. DISCLOSURES AND TITLE

4.1 The Purchaser hereby declares and confirms that before execution of this Agreement, the Owner and the Builder/Promoter have made full and complete disclosures in respect of the said Property and the Purchaser has taken full, free and complete inspection of particulars and disclosure of the following:-

- a) Nature of title of the Builder/Promoter to the said Property, and/or of the Owner to the Premises along with all the relevant documents including the Memorandum and Articles of Association of the Builder/Promoter.
- b) The drawings, plans and specifications in respect of the building.
- c) Nature and particulars of fixture, fittings and amenities to be provided in the building
- d) All particulars of design and material to be used in the Premises and Building.

4.2 The Purchaser further confirms and warrants that he has satisfied himself in respect of the title of the said Property as well as encumbrances, if any,



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including any right, title, interest or claim of any other party to or in the said Property and shall not raise any queries or objections in that respect.

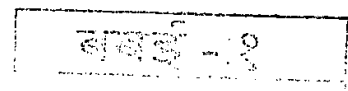
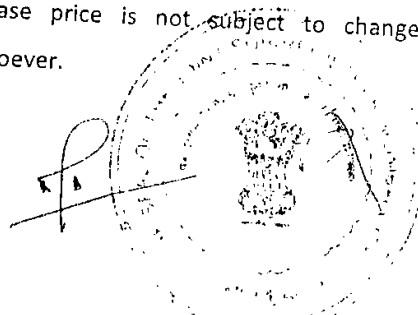
5. AGREEMENT TO SELL AND CONSIDERATION :

5.1 The Purchaser hereby agrees to purchase/acquire from the Owner and the Owner with the confirmation of the Builder/Promoter, agrees to sell to the Purchaser, the Premises at or for a lump sum Total Consideration along with the Shares. The Total Consideration is exclusive of any sums, cess, levies, taxes, fees, deposits, CAM charges or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder in respect of the Premises or otherwise, now or in future. The Purchaser confirms and agrees that all sum taxes, cess, levies, fees, premiums, deposits and CAM charges shall be solely borne and paid by the Purchaser.

5.2 The said Total Consideration shall be paid in installments to the Owner from time to time and in the manner more particularly described in Annexure-2 hereto, time being of the essence. It is specifically agreed that the Total Consideration has been agreed to be accepted on the specific assurance of the Purchaser that the Purchaser shall:-

1. Make payment of the installments as stated in Annexure 2 hereto, without any delay or demur for any reason whatsoever, and
2. Observe all the covenants, obligations and restrictions stated in this agreement, in letter and spirit, and
3. Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.

5.3 It is specifically agreed that the apportionment of the proportionate price of the common areas and amenities is notional and the said composite purchase price is not subject to change under any circumstance whatsoever.



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5.4 It is clarified and the Purchaser hereby accords his irrevocable consent that any payment made by the Purchaser to the Owner hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below :

- (a) Firstly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration,
- (b) Secondly, towards interest on the amounts (including Total Consideration) payable hereunder and
- (c) Finally, towards Total Consideration and the charges payable hereunder.



Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Owner, with regard to appropriation/application of the payments made hereunder shall be made and the same shall be valid and binding upon the Purchaser.

5.5 Upon the Purchaser making payment to the Owner of all the amounts due and payable and performing all the obligations under this Agreement, and subject to the Purchaser not being in breach of any of the terms hereof, and after the expiry of 24 months from the completion of the entire Building, the Owner shall transfer to the Purchaser the Shares free from all encumbrances. Upon such transfer, the Owner shall deliver, on spot delivery basis, to the Purchaser the certificates of the aforesaid Shares along with the duly and validly executed transfer deeds. The Owner agrees that the Owner shall, in accordance with its Articles of Association, register the transfer of the said Shares in favour of the Purchaser within 15 days from the date of lodgment thereof along with the duly stamped and validly executed transfer deeds with the Builder/Promoter.

5.6 The Owner declares, confirms and undertakes that the purchasers/holders of the shares in the Builder/Promoter alone shall, subject to the Articles of Association of the Builder/Promoter, be entitled to the respective premises allocated to the shares and that all the shares of the Builder/Promoter shall be exclusively held by the purchasers of their respective premises in the Said Building.

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6. CONSTRUCTION AND DEVELOPMENT

6.1 The Builder/Promoter shall, subject to the terms hereof, construct "Lodha Supremus" in accordance with the approvals and/or plans, designs and specifications as approved by the concerned local authority and observe perform and comply with all the terms, conditions, stipulations and restrictions imposed by the concerned local authority while sanctioning plans in the matter of construction of the additional floors over and above existing. The Parties hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and the Builder/Promoter shall, obtain from the concerned local authority occupation and/or completion certificates in respect thereof. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Builder/Promoter shall be entitled to amend and modify the plans of the Building or the Premises, provided that such amendment/modification shall not result in the reduction in the area of the Premises. It is clarified that, in the event the final area of the Premises is more than the area agreed to be provided, the Purchaser agrees and undertakes to pay additional consideration to the Owner for such excess area on a pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.



6.2 The Builder/Promoter reserves to itself without any demur or objection of the Purchaser, the right to lay out further additional construction on the Building. The Purchaser is aware that the Builder/Promoter is developing and constructing the Building on the said Property and may construct further upper floors on the Lodha Supremus and/or the Building on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Builder/Promoter for the construction of the Buildings and additional upper floors (upto a maximum total of 18 upper office floor)The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims if any in this regard

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shall be deemed to have been waived. The Builder/Promoter shall, however, ensure that the free ingress to and egress of the Purchaser is not adversely affected. It is further agreed that in the event the Purchaser disputes the rights of the Builder/Promoter and/or objects to construction of the Building by the Builder/Promoter, then in such case the Builder/Promoter shall have right to terminate this Agreement, notwithstanding the fact that the Purchaser has paid the said Total Consideration amount and/or has been put into formal possession of the Premises.

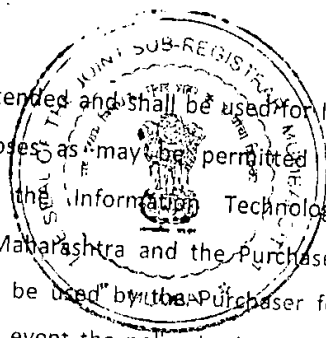


6.3 The Builder/Promoter, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by Builder/Promoter and waives his rights in that regard.

6.4 The Builder/Promoter shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate thereof. When offered, the Purchaser shall be obliged to take possession of the Premises on the basis of such Part Occupation Certificate which relates to the Premises. In such an event, the Builder/Promoter shall without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its Contractors or otherwise the remaining work in respect of the Building and/or the project even if the same causes any nuisance and annoyance to the Purchaser.

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6.5 The Premises is intended and shall be used for IT/ITES purpose only or such other purposes as may be permitted from time to time in accordance with the Information Technology Policy framed by Government of Maharashtra and the Purchaser undertakes that the Premises shall not be used by the Purchaser for any other purposes whatsoever. In the event the policy is changed and /or revised by the



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Government or any other public body whereby any payment/premium is required to be charged or to convert user as commercial use, the same shall be borne and paid by the Purchaser for which the Builder/Promoter shall have no objection.



- 6.6 The Purchaser agrees that till such time building is conveyed in favour of the Ultimate Organization, the Builder/Promoter shall retain with itself all the rights on the terrace, in the compound and on the Building, either by themselves or through their nominee or nominees as the case may be. Subject to the aforesaid the Builder/Promoter shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a separate agreement, Deed and/or Writing in favour of the Purchaser, the Purchaser shall not be entitled to the benefit of such rights. Subject to the aforesaid, the Purchaser further agrees that the Builder/Promoter shall be entitled to exclusively exploit commercially the restricted amenities including but not limited to installing on the terraces of the Building and/or on the Said Property antennae of various telecom and other service providers and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived.

- 6.7 The Owner and Builder/Promoter hereby confirm that there is no existing mortgage/charge/lien/encumbrance of any nature whatsoever on the said Property and the Premises except Indenture of Mortgage dated 27th September, 2010 in respect of the Property more particularly described in the **First Schedule** hereunder written executed by the Owner in favour of Punjab and Sind Bank.

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7. **SECURITIZATION OF TOTAL CONSIDERATION**

The Purchaser however gives his irrevocable consent to the Owner to securitize the amounts receivable by the Owner hereunder and to assign to the Banks / Financial Institutions the right to directly receive from the Purchaser the balance consideration / or part thereof hereunder. The

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Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Owner to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the balance consideration or part thereof, as per the Schedule stated in clause 5 hereinabove. The Owner covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank/Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

8 LOANS AGAINST THE PREMISES:

8.1 It is hereby further expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Premises to the Builder/Promoter and/or mortgaged/mortgage the Premises with such Banks/Financial Institutions (which is to be subject to issuance by the Builder/Promoter of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Builder/Promoter/Owner shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser.

8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Premises in any manner whatsoever without obtaining prior written permission of the Owner and/or such Banks/Financial Institutions. The Owner shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such Banks/Financial

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Institutions and the Owner shall not be liable or responsible for the same in any manner whatsoever.

- 8.3 The Purchaser shall indemnify and keep indemnified the Builder/Promoter/Owner and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Builder/Promoter/Owner and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Premises.

9. CAR PARKING:

The Purchaser is aware that as a part of the common amenities, the Builder/Promoter is constructing multiple basements and multiple podiums which consist of several car parking spaces to be used by the purchasers of the premises of the Building. At the request of the Purchaser, the Builder/Promoter hereby allocates to the Purchaser car parking spaces as set out in Annexure-2 hereto. The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Builder/Promoter/Owner at the time of handing over the possession of the Premises. (hereinafter referred to as "the said Car Parking Spaces").

The Purchaser is aware that the Builder/Promoter has in the like manner allocated and shall be allocating other car parking spaces in the basements/podiums to several purchasers of the premises in Lodha Supremus and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby accords his irrevocable and unconditional consent to the Builder/Promoter allocating the other car parking spaces to the purchasers of the respective premises in the Building. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him for the purpose of the parking of car only, and not otherwise. The Purchaser hereby further warrants and confirms that the Purchaser shall upon formation of the Ultimate



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Organization and/or Conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Builder/Promoter to the various purchasers (including the Purchaser herein) of the premises in the Building.

10. **REGISTRATION:-**

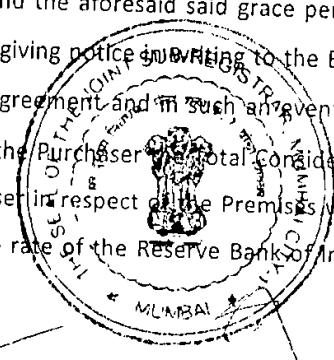
The Purchaser shall immediately after execution of this Agreement, at his own cost and expenses lodge the same for the registration with the Sub-Registrar of Assurances and shall forthwith inform the Builder/Promoter the serial number under which the same is lodged so as to enable the representative of the Builder/Promoter to attend the office and admit execution thereof.

11. **POSSESSION**

11.1 Subject to the Purchaser not being in breach of any of the terms hereof, the Owner/Builder/Promoter shall endeavor to make available the Premises to the Purchaser for fit outs and completion on or before 31st day of March 2013. The Owner/Builder/ Promoter shall endeavor to complete Lodha Supremus within 6 months from the date the Premises are made available to the Purchaser for fit outs.

11.2 The Owner/Builder/Promoter shall be entitled to a grace period of 6 months beyond the aforesaid dates for fit outs respectively.

11.3 In the event, the Owner/Builder/Promoter fails to make available the Premises to the Purchaser for fit-outs or complete the Building, as the case may be, beyond the aforesaid said grace period of 6 months, the Purchaser may, by giving notice in writing to the Builder/Promoter elect to terminate this Agreement and in such an event, the Owner shall be liable to refund to the Purchaser the total Consideration or part thereof paid by the Purchaser in respect of the Premises with simple interest at the applicable Repo rate of the Reserve Bank of India (as applicable for



each quarter) from the date of payment of the Total Consideration or part thereof till the date of such termination. The repayment of such amounts shall be made by the Owner in 12 equal monthly installments and the first of such installment shall commence from the expiry of the 13th month in which the cancellation/termination takes place. In the event of such termination under this clause 11.3, neither Party shall have any claim, against the other, in respect of the Premises or arising out of this Agreement or otherwise, and the Owner shall be at liberty to sell and dispose of the Premises to any other person at such price and upon such terms and conditions as the Owner may deem fit and proper.

11.4 If as a result of any legislative order or regulation or direction of the Government or Public authorities, the Owner/Builder/Promoter is unable to complete the aforesaid Building and/or give possession of the Premises to the Purchaser in the time as prescribed above, the Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Owner in such an event will be to pay over to the Purchaser such Consideration as may have been paid by the Purchaser with simple interest thereon @ the applicable Repo rate of the Reserve Bank of India (as applicable for each quarter) from the date of payment of each installment to the date of notice of termination by the Owner. The repayment of such amounts shall be made by the Owner in 12 equal monthly installments and the first of such installment shall commence from the expiry of the 13th month of the month in which the cancellation/termination takes place.

11.5 Notwithstanding provisions hereof, the Owner/Builder/Promoter shall be entitled to reasonable extension of time for making available the Premises for fit out or completion of Building on the aforesaid date, if the same is delayed for reasons beyond the control of the Owner/Builder/Promoter including on account of:-

- (i) Non-availability of steel, cement, other material, water or electric supply.
- (ii) Labour problems, shortage of water supply or electric power or by reason of any act of God if non delivery of possession is as a result

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of any notice, order, rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in issuance of NOC's, Licenses, Occupation Certificate etc. or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Owner.

- (iii) Economic Hardship.
- (v) Delay in receipt of documents and/or approvals related to and necessary for the Building

11.6 The Purchaser shall take formal possession of the Premises within (15) fifteen days of the Owner giving written notice to the Purchaser intimating that the Premises is ready for use and occupation. In the event the Purchaser fails and /or neglects to take formal possession of the Premises within the said period, the Purchaser shall be liable to pay to Owner compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof till such time the Purchaser takes possession of the Premises. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession from the expiry of the 15th day of the date of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser related to the Premises shall be deemed to be effective from the date of such Deemed Possession. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Premises from the expiry of 7 days from the Notice of Possession.



12. DEFECT LIABILITY:-

If within a period of 12 months from the date of handing over the possession of the Premises to the Purchaser, the Purchaser brings to the notice of the Owner/Builder/Promoter any defect in workmanship of the Premises or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects shall be rectified by the

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Builder/Promoter at their own cost and in the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builder/Promoter reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as determined by the Project Architect of the Builder/Promoter. Provided that the liability of the Builder/Promoter/Owner under this clause shall not exceed Rs.5,00,000/- (Rupees Five lakhs only)

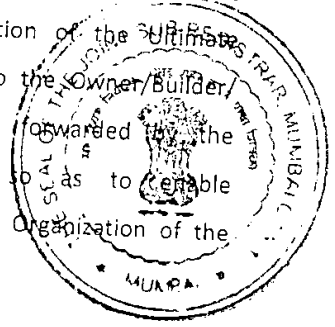
13. SETOFF/ADJUSTMENT

The Purchaser hereby grants to the Owner/Builder/Promoter the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Owner/Builder/Promoter including the Consideration, the said Charges, interest and/or Liquidated Damages from the amounts if any, payable by the Owner to the Purchaser. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.



14. ULTIMATE ORGANIZATION:-

14.1 The Purchaser along with other purchasers of premises in the building shall upon completion of the Project, join in forming and registering the Ultimate Organization to be known by such name as the Owner may in its sole discretion decide for this purpose and from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Ultimate Organization and duly fill in, sign and return to the Owner/Builder/Promoter within 7 days of the same being forwarded by the Owner/Builder/Promoter to the Purchasers, so as to enable Owner/Builder/Promoter to register the Ultimate Organization of the purchasers.



14.2 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of building and/or Ultimate

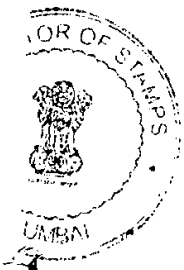
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Organization shall not be changed without the prior written consent of the Owner.

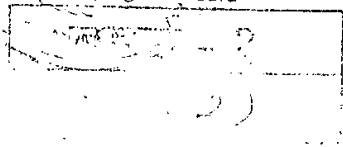
14.3. Unless it is otherwise agreed to by and between the Parties hereto and subject to the provisions hereof, the Owner shall upon the completion of the Project, cause to be transferred to the Ultimate Organization the building together with the portion of the said Property beneath thereto by obtaining or executing the necessary Deed of Conveyance or such other document as would transfer the rights of the Owner in respect of the building and/or the portion of the said Property in favour of such Ultimate Organization and such document shall be in keeping with the terms and provisions of this Agreement. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization, no other rights are contemplated or intended agreed to be conferred upon the Purchaser or the Ultimate Organization, in respect of building or the said Property and in this regard the Purchaser for himself and/or the Ultimate Organization, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organization not to claim any such right in respect of building or the said Property.



14.4 It is clarified and the Purchaser agrees and understand that irrespective of the possession of the premises being given to the Purchaser and/or the Management being given to the ad-hoc committee of the purchasers and/or Conveyance of building and the portion of the said Property beneath building being conveyed to the Ultimate Organization, the rights under this Agreement reserved for the Builder/Promoter/Owner including for exploiting the potentiality of the said Property shall be subsisting and shall continue to vest in the Builder/Promoter/Owner and the Purchaser in this regard for himself and the Ultimate Organization waives all his rights in that regard and undertakes and/or cause the Ultimate Organization not to claim any such rights till the Deed of Conveyance or such other document is executed conveying the said Property in favour of any Ultimate Organization.

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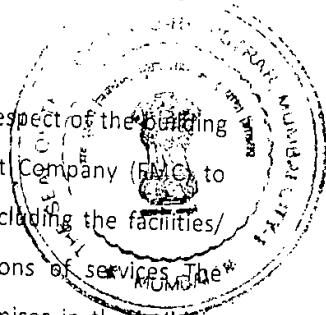


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14.5 The Builder/Promoter/Owner hereby agrees that they shall before handing over possession of the Premises to the Purchaser and in any event before execution of a Deed of Conveyance in favour the Ultimate Organization, as contemplated herein, make full and true disclosure of the nature of the title to the Said Property as well as encumbrances and/or claims, if any in/over the said Property. The Owner shall, as far as practicable, ensure that upon such transfer/Conveyance/Assignment of Lease in favour of the Ultimate Organization, building and portion of the land beneath it, is as far as practicable free from encumbrances.

15. FACILITY MANAGEMENT COMPANY:

The Purchaser is aware that the Owner shall in respect of the building and/or the Project appoint a Facility Management Company (FMC) to manage the said Property, the Building thereon including the facilities/amenities and/or provide and/or procure provisions of services. The Purchaser along with the other purchasers of premises in the building shall be entitled to availed of the services to be provided or arranged by or through the FMC at a cost + 20% basis. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers of the premises and/or units in the Building. These common costs shall be shared by all such purchasers on a pro-rata basis determined by the Owner and/or FMC. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC. The FMC shall have the exclusive right to continue to manage the said Property for a period of 5 (Five) years which will commence from the date of obtaining Occupation Certificate (OC) in respect of the Project. The Purchaser is aware that the Owner is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Owner does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Owner/Builder/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective Service Providers/FMC.



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16. COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB

16.1 The Owner shall make available the Common Areas and Amenities. The Purchaser shall subject to the terms hereof, have a proportionate share in the Common Areas and Amenities. The terms of user of the Common Areas and Amenities are also set out in the Annexure -3 hereto.

17. CONTRIBUTION, CHARGES AND EXPENSES:-

17.1 The Purchaser shall on or before delivery of formal possession of the Premises in addition to Total Consideration and Contribution, pay to the Owner the amounts mentioned in Annexure -2 hereto. In addition, the Purchaser shall be liable to pay applicable property taxes as are payable in respect of the Premises.

17.2 The Purchaser is aware that the Contribution is provisional and is subject to the revision by the Owner/FMC, to which the Purchaser has no objection. Purchaser agrees and undertakes to pay on demand and without any demur or objection to the Owner FMC, as the case may be, such revised Contribution.

17.3 The Contribution charge has been calculated taking into account relevant costs at the time of commencement of construction activity and would be adjusted for inflation at the time of possession. The Purchaser has to pay equal to 24 months estimated electricity and CAM charges at the time of handing over for Fit Outs.

17.4 The Purchaser agrees and undertakes to pay such provisional monthly Contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. All the deposits payable to MCGM, BMC, MSEB., for water connection and electricity charges, permanent deposits and the deposits payable for the amenities to be provided such as Internet connection, telephone connection or any other amenity

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specified at a later date in respect of the Premises which become payable and shall be paid or reimbursed to the Owner by the Purchaser.

17.5 Without prejudice to the provisions of clauses 19.1 to 19.3, the Purchaser agrees and undertakes to pay proportionate share towards development charges, betterment charges and property tax that may be levied or become payable and as determined by the Builder/Promoter/FMC in respect of the said Property and/or the Premises, as the case may be.

17.6 The Owner shall maintain a separate account in respect of sums received by the Owner from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Ultimate Organization towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received.

17.7 Notwithstanding the provisions hereof, the Purchaser hereby agrees that in the event that any amounts/consideration/charges of any nature whatsoever payable to the Owner/Builder/Promoter are not paid within the time periods as demanded, the Owner shall have a lien on the Premises and the Purchaser hereby waives his rights in this regard. Further, the Purchaser agrees that the Purchaser shall not be allowed to utilize the common areas and amenities if the aforesaid amounts are not paid to the Owner/Builder/Promoter.

18. TAXES, LEVIES AND CHARGES :-

18.1 The Purchaser agrees that all levies and/or of taxes and/or assignments and/or charges of any nature whatsoever (Present or future), including but not limited Service Tax and VAT, Stamp Duty, Registration Charges as are or may be applicable and/or payable hereunder or in respect of the Premises or otherwise shall :-

- (i) be solely and exclusively borne and paid by the Purchaser and
- (ii) shall be exclusive of and in addition to the Total Consideration.

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18.2 It is, however, clarified that the property taxes in respect of the Premises shall be borne by the Purchase only after the Owner/Builder/Promoter makes available the Premises for fit-outs. The Purchaser confirms and agrees that the Purchaser alone shall and undertakes to bear and pay on demand all sums, taxes, levies, charges, deposits, duties, fees and premium.

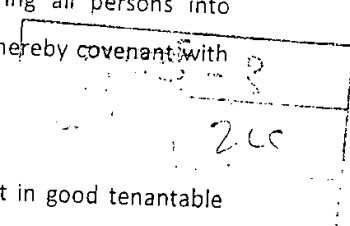
19. **INTEREST :-**

The Purchaser agrees to pay to Owner interest at 18 percent per annum, quarterly compounded, on all the amounts, which become due and payable by the Purchaser to the Owner under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Owner, till the date of realization of such payment.

20. **PURCHASER'S COVENANTS**

The Purchaser for himself, with intention to bring all persons into whosoever hands the Premises may come, doth hereby covenant with the Owner/Builder/Promoter as follows:-

- i) To maintain the Premises at their own cost in good tenantable repair and proper condition from the date of occupation of the Premises is taken and shall not do or suffer to be done anything in or to the Said Building in which the Premises is situated, or to the staircase or any passages in which Premises may be situated against the rules, regulations or bye-laws or concerned local or any other authority or charge / alter or make addition in or to the Said Building in which the Premises is situated and the Premises itself or any part thereof.
- ii) The Purchaser shall not let, sublet, transfer, assign or part with his/her/their interest or benefit in respect of the Premises or permit any third party to enter upon or use or occupy the Premises without the prior permission in writing of the Builder/Promoter.



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- iii) The Purchaser shall use and occupy the Premises or any part thereof only for purpose for which the Purchaser has been permitted to use and occupy by the Owner, and shall use the garage or parking space only for purpose of for keeping or parking the vehicle.
- iv) Not to store in the premises any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the said Building in which the Premises is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Said Building in which the premises is situated, including entrances of the said Building in which the premises is situated and in case any damage is caused to the said Building in which the Premises is situated or the premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
- v) To carry at his/her/their own cost all internal repairs to the Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Owner to the Purchaser and not to do or suffer to be done anything in or to the Said Building in which the premises is situated or the Premises which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- vi) Not to make any changes whatsoever which would cause any change to the external façade of the Building, including but not limited to not making any change or to alter the windows and/or grills provided by Owner/Builder/Promoter.
- vii) Not to demolish or cause to be demolished the premises or any part thereof, nor at any time make or cause to be made any



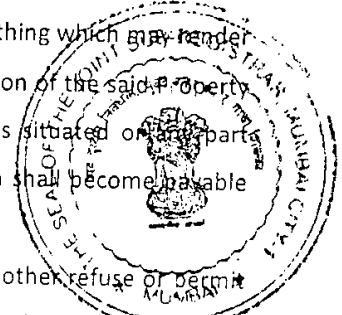
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structural addition or alteration of whatever nature in or to the premises or any part thereof, nor any alteration in the elevation and outside color scheme of the said Building in which the premises is situated and shall keep the portion, sewers, drains pipes in the premises and appurtenances thereto in good tenatable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building in which the premises is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the premises without the prior written permission of the Owner.

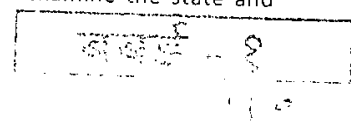
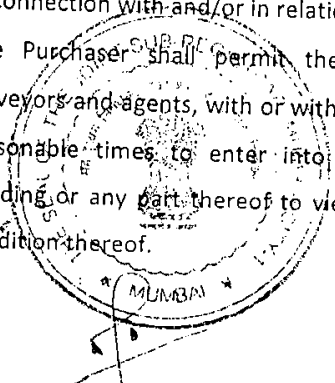
- viii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- ix) Not to throw dirt, rubbish, rags, garage or other refuse or permit the same to be thrown from the premises in the compound or any portion of the said Property and the building in which the premises is situated.
- x) Ensure and cause the Ultimate Organization that the building is painted once every five years and kept in good and proper condition.
- xi) Not to put any claim in respect of the restricted amenities including open space, Ground Level, Podium level, hoarding rights and gardens attached to other premises or otherwise and terraces including Gymnasium, Cafeteria, and the same are retained by the Owner as restricted amenities.
- xii) To pay to the Owner/Builder/Promoter within 7 days of demand by the Owner, his share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the building in which the premises is situated.
- xiii) To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any,



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which are imposed by the concerned local authority and / or government and / or other public authority, an account of change of user of the premises by the Purchaser viz user for any purposes other than for IT or otherwise.

- xiv) The Purchaser shall observe and perform all the rules and regulations or bye-laws of the Builder/Promoter of the Said Property adopted at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the Said Building and the Premises therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulation and conditions laid down by Builder/Promoter regarding the occupation and use of the Premises in the Said Building accordingly in accordance with the terms of this Agreement or the said rules and regulations.
- xv) The Purchaser shall not transfer, assign or part with its interest or benefit under this Agreement or part with the possession of the Premises until the Purchaser makes full and final payment of all the amounts payable under this agreement by the Purchaser to the Owner or the possession of the Premises is handed over to the Purchaser whichever is later. In any other case and until the Ultimate Organization is formed, the Purchaser may with the prior written consent of the Owner/Builder/Promoter, sell, lease, assign or dispose of the Premises. Provided that the Purchaser is not in breach of any of the terms hereof and all amounts due and payable under this Agreement have been paid. The Purchaser confirm that the Purchaser is associated with/engaged/employed in connection with and/or in relation to IT/ITES.
- xvi) The Purchaser shall permit the Builder/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Premises and Building or any part thereof to view and examine the state and condition thereof.



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21. **DEFAULT, TERMINATION AND LIQUIDATED DAMAGES :-**

21.1 In the event the Purchaser commits:-

- (a) default in payment of any amount due and payable under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and/or
- (b) breach of any of the terms and conditions herein contained, the Owner may at its own option and without prejudice to the other rights and remedies available hereunder or otherwise by a notice in writing:-
 - (i) require the Purchaser to specifically perform this Agreement or
 - (ii) terminate this Agreement.



Provided however, always that the power of termination herein before contained shall not be exercised by the Owner unless and until the Owner shall have given to the Purchaser (15) fifteen days prior notice in writing of its intention to terminate this Agreement and of the breach of terms and conditions in respect of which it is intended to terminate the Agreement and the default shall have been made by the Purchaser in remedying such breach or breaches within a period of 30 days after giving such notice. Provided further that upon termination of this Agreement as aforesaid, the Owner shall refund to the Purchaser the Refund Amount in 12 equal monthly installments and the first such installment shall commence from the expiry of the 13th month of the month in which the termination takes place. The Builder/Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded upon such termination.

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21.2 Upon such breach or default, the Purchaser shall be liable and agrees and undertakes to forthwith pay to the Builder/Promoter the Liquidated Damages. It is clarified that the liabilities to pay Liquidated Damages shall

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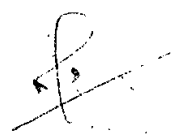
be without prejudice to any other rights and remedies available to the Builder/Promoter hereunder or otherwise.

21.3 In the event this Agreement is terminated, the Purchaser shall cease to have right of any nature whatsoever either in respect of the Premises or against the Builder/Promoter/Owner, and the Owner shall be entitled to deal with and/or dispose of the Premises in the manner it deems fit and proper.

21.4 Subject to the terms hereof the said Property shall be transferred by the Owner in favour of Ultimate Organization and in such document the Builder/Promoter shall join as a Confirming Party transferring the Building. In the event of the transfer of the said Property being effected earlier for any reason whatsoever, then in such case, all the rights of the Builder/Promoter under this Agreement shall be in full force and binding upon the transferees and all its members and such transfer shall always be deemed to be subject to the provisions of this Agreement and the transferees shall not have any better right than the right intended to be granted under this Agreement.

21.5 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building or of the said Property and or any part thereof. The Purchaser shall have no claim in regards to all open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to other spaces etc., save and except in respect of the Premises hereby agreed to be sold to him/her/them as set out herein.

21.6 The Purchaser hereby declares that he has read and understood the Agreement and all the documents related to the said Property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Builder/Promoter as aforesaid, after being fully satisfied the Purchaser has entered into this Agreement.





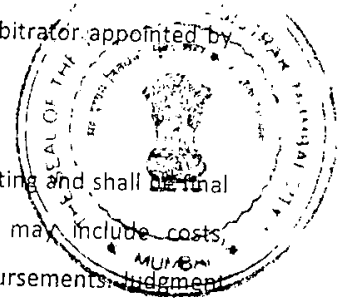
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21.7 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in Annexure -2 hereto.

22. DISPUTE RESOLUTION AND GOVERNING LAW

- a. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- b. If the dispute or difference cannot be resolved within a period of 7 days, from the notice by the aggrieved Party under sub clause (a) above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator appointed by the Owner.
- c. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- d. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.



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- e. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

23. SEVERABILITY

- (a) If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- (b) In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law:-
- (i) Such enforceability shall not affect any other provision of this Agreement,
 - (ii) This Agreement shall be construed as if said unenforceable provision had not been contained therein and
 - (iii) The Parties shall negotiate in good faith to replace such unenforceable provision by such as gives effect nearest to that of the provision being replaced, and preserves the party's commercial interests under this Agreement.

24. WAIVER:

Any delay tolerated or indulgence shown by the Owner/Builder/Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Owner/Builder/Promoter shall not be construed as waiver on the part of the Owner/Builder/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the

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same shall in any manner prejudice or affect the rights of the Owner/Builder/Promoter.

25. ENTIRE AGREEMENT

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement shall supersede any prior oral or written understanding between the Parties with respect to the subject matter of the Agreement. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

26. CONFIDENTIALITY

- 26.1 The Purchaser hereto agree that all the information, documents etc exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Owner/Builder/Promoter. The confidentiality obligations under this Clause shall survive even after handing over the Possession of Premises and is legally binding on the Purchaser and shall always be in full force and effect.
- 26.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Owner/Builder/Promoter. 37
- 26.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
- a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
 - b) such disclosure is required in connection with any litigation; or
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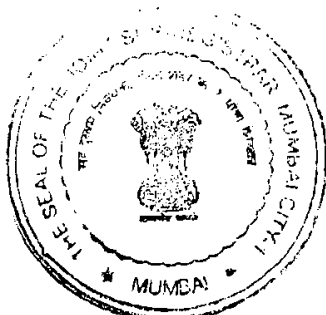
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For DIRECTOR GENERAL, PWT, LTD.

Director

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ANNEXURE "A"

TITLE OF THE PROPERTY

- a) Pursuant to the Deed of Conveyance dated 07/08/1935 executed and registered before the Sub-Registrar of Assurances, Bombay bearing Serial No. 3385 of 1935 on 09.09.1935 between Fazulboy Mills Limited (in liquidation) and others and Shreeniwas Cotton Mills Limited the said Fazulboy Mills Limited sold and conveyed to SNCML all that Forus land bearing Cadastral Survey No. 453 Lower Parel Division admeasuring 5018 sq. yards equivalent to 4195.65 sq. mts (hereinafter referred to as the "Said Property") and more particularly described in the **First Schedule** hereunder written.
- b) By and pursuant to an understanding dated 18th January 2008, M/s Onkarmal and Co. agreed to inter alia acquire the rights in respect of the said Property.
- c) By and pursuant to the Assignment and Assumption Agreement dated 3rd November, 2009 executed inter alia between M/s Onkarmal and Co and Kidderpore Holdings Limited, M/s Onkarmal and Co assigned all its right, title, interest in respect of the Said Property to Kidderpore Holdings Limited. Kidderpore Holdings Limited is a wholly owned subsidiary of Shreeniwas Cotton Mills Limited.

SCHEDULE OF THE PROPERTY

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All that Forus land bearing Cadastral Survey No. 453 Lower Parel Division admeasuring 5018 sq. yards equivalent to 4195.65 sq.mts lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 in the district and sub-district of Mumbai City '12345678G-South'.

ANNEXURE -2

(i) Lodha Supremus

- (i) Premises No : 05
- (ii) Floor(s) : 15
- (iii) Building : Lodha Supremus
- (iv) Carpet Area : 782 sq. ft.
- (v) Car Parking Spaces : 3 (Nos)

(ii) Total Consideration shall be Rs. 3,05,00,000/-

Payment Schedule:

1	Earnest Money	Rs.15,25,000/-
2	Within 15 Days From Booking Date	Rs.45,44,500/-
3	On registration of agreement	Rs.30,80,500/-
4	On initiation of footing/piling	Rs.15,25,000/-
5	On initiation of plinth/raft	Rs.30,50,000/-
6	On initiation of lobby slab	Rs.15,25,000/-
7	On initiation of P2 slab	Rs.15,25,000/-
8	On initiation of P3 slab	Rs.15,25,000/-
9	On initiation of 2nd Office slab	Rs.15,25,000/-

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10	On initiation of 4th Office slab	Rs.15,25,000/-
11	On initiation of 6th Office slab	Rs.15,25,000/-
12	On initiation of 8th Office slab	Rs.15,25,000/-
13	On initiation of 10th Office slab	Rs.15,25,000/-
14	On initiation of 12th Office slab	Rs.15,25,000/-
15	On initiation of 13th Office slab	Rs.15,25,000/-
16	On possession for fit-outs	Rs.15,25,000/-

(ii) **Address of Purchaser for Notices :**

Doshi Niketan 1/3 A,
Ballygunge Place (East),
Kolkata,
West Bengal – 700 019

(iii) **Contribution :**

The amounts payable by the Purchaser in respect of the Premises towards permanent deposits, water connection charges, electricity charges, betterment charges, Property Tax, internet connection deposits, Telephone connection deposits, Service Tax Charges, CAM charges, VAT charges sinking fund charges, etc.

ANNEXURE -3

COMMON AREAS AND COMMON AMENITIES

(A) Common Areas

1. Air-conditioned Entrance lobby.
2. Passenger & Service elevator lobbies.
3. 5 levels of Parking.
4. Refuge areas as per norms.

(B) Common Amenities

1. Passenger & Service Elevators, Lift machine rooms & shafts
2. Electric Sub Station & Diesel Generator room.
3. LT Panel & Meter room.

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4. Sewage Treatment Plant.
 5. Water tanks & Pump Room.
 6. Fire Sprinkler system in common areas, service areas & Parking floors.
 7. Smoke detector system in common areas, service areas & Parking floors.
 8. Public address system in common areas, service areas & Parking floors.
 9. MDF & BMS room.
 10. Hi side Air-conditioning.
 11. Gated Entry.
 12. Landscaped green area.
 13. CCTV surveillance for common areas.

(C) Key Amenities for Offices:

1. Provision for Executive Toilet in each office.
2. Common Toilet on each office floor for ladies and gents.

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RECEIVED on the day and year first)
 Hereinabove written of and from the)
 Withinnamed Purchaser the sum of)
 Rs. 15,25,000/- Rupees Fifteen)
Lakhs Twenty Five)
Thousand)
 _____ only)
 Being the amount to be paid by the)
 Purchaser on execution of these)
 Presents to us by Cheque No.)
RTGS dated 13/01/2011)
 Drawn on _____ Bank)
 _____ Branch)

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Rs. 15,25,000/-

WE SAY RECEIVED
 FOR SHREENIWAS COTTON MILLS LIMITED

AUTHORIZED SIGNATORY

WITNESSES:-

1. HG
2. L

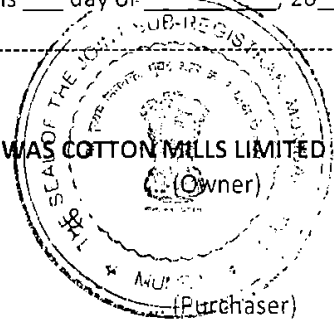
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Dated this ____ day of ____, 20__

SHREENIWAS COTTON MILLS LIMITED



&

KIDDERPORE HOLDINGS LIMITED

... (Builder/Promoter)

AGREEMENT FOR SALE

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