

BUSINESS PARK

~~Of Ghatkopar East~~
Agreement for Sale

BUSINESS PARK



23/09/2011

G 2 & G 3 MANRATNA BUSINESS PARK



BUSINESS PARK

Ghatkopar (East)

Manratna Business Park Premises Co-operative Society Ltd.

REGN NO : MUM/WN/GNL/(O)/8330/2009-2010 dt 04.03.2010.

Junction of Derasar Lane & Tilak Road, Ghatkopar (East), Mumbai - 400 077.

TO WHOMSOEVER IT MAY CONCERN

This is to certified that Directors of M/s Hotel Southson Pvt. Ltd. are bonafide members of the society.

M/s Hotel Southson Pvt.Ltd. bearing office no. G-02/03 on ground floor of Manratna Business Park Premises co-op Society Ltd. Our society located at junction of Tilak road and Derasar lane, Ghatkopar (E), Mumbai – 400077 and survey No.256 & 257 and C.T.S. no. 5244 to 5256 (herein after referred to said office)

We hereby certify that there are no lien/encumbrances of whatsoever on said office as per our record and all maintenance dues are paid till Sep. 2018

We do hereby accord of NOC for mortgage and/or otherwise hypothecation of said office by the said members.

This certificate is being issued as per request by the members to take loan from M/s State Bank Of India, Diamond Garden Branch Swastik Chambers, Sion-Trombay Road,Chembur,Mum-71.

For Manratna Business Park Premises co-op So. Ltd.

Amish Kumar

Chairman / Secretary

Place - Mumbai

Date : 21st sep 2018



TAX INVOICE

ORIGINAL FOR RECEIPT

MANRATNA BUSINESS PARK PREMISES C.S.LTD

JUNCTION OF TILAK ROAD
DERASAR LANE
GHATKOPAR-EAST
MUMBAI - 400077

Registration No.
MUM/WN/GNL/O/8330/2009-2010

GSTIN : 27AABAM8500B1Z2

Name : HOTEL SOUTH SON

Bill No. : 00082

Bill Date : 09/07/2018

Due Date : 16/08/2018

Address : G02-G03, MANRATNA BUSINESS PARK PREMISES C.S.LTD, JUNCTION OF
TILAK ROAD, DERASAR LANE, GHATKOPAR-EAST, MUMBAI-400077.

Bills for the Period of
July To September 2018

Area : 2200 SQ.FT.

Office/Unit No. : G02-G03

| Description of Services | GST | Amount (In Rs.) |
|---|----------------------|-------------------|
| <u>PART - A (Exempt Under GST)</u> | | 81,951.00 |
| PROPERTY TAX | | 952.00 |
| PROPERT TAX ON PARKING | | |
| <u>PART - B (Chargeable Under GST)</u> | 18 % | 23,100.00 |
| MAINTENANCE CHARGES | 18 % | 3,438.00 |
| SINKING FUND | 18 % | 10,313.00 |
| REPAIR FUND | | |
| <u>PART - C (Member Specific Charges)</u> | 18 % | 1,800.00 |
| PARKING CHARGES | 18 % | 2,310.00 |
| NON OCCUPANCY CHARGES | | |
| Sub Total : | | 123,864.00 |
| GST CALCULATED ON AMOUNT : 40,961.00 | Central G.S.T @ 9% : | 3,686.00 |
| | State G.S.T @ 9% : | 3,686.00 |
| Grand Total : | | 131,236.00 |

Rupees One Lakhs Thirty-One Thousand Two Hundred Thirty-Six Only

Please Note :-

1. Kindly mention your Office No. behind cheque.
 2. Interest will be charged on arrears @ 21% per annum after due date.
 3. Any Objection to the bill should be intimated immediately.
 4. No Claim will be entertained after one month from the date of this bill.
 5. Members are requested to inform any correction in GST Number within 7 days from the date of bill.
- Society shall not be responsible for non uploading of any members bill due to name mismatch appeared while uploading bills.
Society shall not be responsible for non availability of input credit to any members due to any reasons.
Society shall not refund GST to any members in any circumstances.
6. SAC Code for GST is 999599.

HSS(SB) / 716636 / 1,31,236 / 2 10-8-18

For MANRATNA BUSINESS PARK PREMISES C.S.LTD


Authorised Signatory

MANRATNA BUSINESS PARK PREMISES C.S.LTD
Regn.No.MUM/WN/ONL/C/0330/2009-2010
JUNCTION OF TILAK ROADDERASAR LANEGHATKOPAR-EASTMUMBAI400077

Date: 15.05.2018

R. 131.236.00

For KANTANA, BUSINESSES, AND SERVICES C.S.LTD

93-10101-10102



Monday, September 26, 2011
12:49:02 PM

Original

नोंदणी 39 म.
Regn. 39 M

प...

पावती क्र. : 7787

गावाचे नाव घाटकोपर

दिनांक 26/09/2011

दस्तऐवजाचा अनुक्रमांक वदर13 - 07762 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

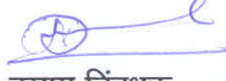
DELIVERED

सादर करणाराचे नाव:हॉटेल साउथसन (प्रा.) लि. तर्फे मॅनेजींग डायरेक्टर श्री. के. कन्नन
नायकर - -

| | | |
|--|------------|-----------------|
| नोंदणी फी | : - | 30000.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (62) | : - | 1240.00 |
| एकूण | रु. | 31240.00 |

आपणास हा दस्त अंदाजे 1:03PM ह्या वेळेस मिळेल

DELIVERED


दुय्यम निंबधक
सह दु.नि.का-कुर्ला 3

बाजार मुल्य: 33530260 रु. मोबदला: 350000000रु.
भरलेले मुद्रांक शुल्क: 1750000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: आंध्रा बँक, मुंबई;
डीडी/धनाकर्ष क्रमांक: 427634; रक्कम: 30000 रु.; दिनांक: 19/09/2011

**हा दुय्यम निंबधक कुर्ला क्र. 3
द्वारे उपनगर विस्था.**

समाशोधनाच्या अधिन राहून

मूल्यांकन पत्रक

मूल्यांकनाचे वर्ष 2011

दिनांक 26-Sep-11

जिल्हा मुंबई(उपनगर)

प्रमुख मूल्य विभाग - 103-घाटकोपर - किरोळी - कुली

उपमूल्य विभाग - 103/491A -भुभाग: पूर्वस घाटकोपर गावाची हद्द, पश्चिमेस महात्मा गांधी रोड, दक्षिणेस किरोळी गावाची हद्द व उत्तरेस मध्य रेल्वे.

मिळकतीचा क्रमांक सि.टी.एस. नंबर -- 5244

नागरी क्षेत्राचे नांव मुंबई(उपनगर)

मिळकतीचे वर्गीकरण बांधीव

| | |
|----------|---|
| बदर - १३ | |
| 6082 | 9 |
| २०११ | |

बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मूल्यदर

| खुली जमीन | निवासी सदनिका | कार्यालय | दुकाने | औद्योगिक |
|-----------|---------------|----------|---------|----------|
| 37,800 | 70,000 | 88,000 | 133,600 | 70,000 |

| | | | | |
|------------------|---------------------|-----------|---------------------|------------|
| मिळकतीचे क्षेत्र | 245.35 | चौरस मीटर | बांधकामाचे वर्गीकरण | 1-आर सी सी |
| मिळकतीचा वापर | तळमजल्यावरील दुकाने | | उद्वाहन सविधा | नाही |
| मिळकतीचे वय | 0 TO 2 | (Rule 5) | | |

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर

$$= \text{घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर}$$

$$= 133,600.00 * 100.00 / 100$$

$$= 133,600.00$$

$$\text{Rule 10a} = 100. \% \text{ of } 133,600.00 = 133600$$

$$\text{A) मुख्य मिळकतीचे मूल्य} = 133,600.00 * 245.35$$

$$= 32,778,760.00$$



$$\text{E) बंदिस्त वाहन तळाचे क्षेत्र} = 22.50 \text{ चौरस मीटर}$$

(Rule 17(1))

$$\text{बंदिस्त वाहन तळाचे मूल्य} = 22.50 * (25.00 / 100) * 133,600.00$$

$$= 751,500.00$$

$$\text{एकत्रित अंतिम मूल्य} = \text{मुख्य मिळकतीचे मूल्य} + \text{तळघराचे मूल्य} + \text{पोटमाळ्याचे मूल्य} + \text{खुल्या जमिनीवरील वाहन तळाचे मूल्य} +$$

$$\text{बंदिस्त वाहन तळाचे मूल्य} + \text{लगतच्या गच्चीचे मूल्य} + \text{वरील गच्चीचे मूल्य} + \text{इमारती भोवतीच्या खुल्या जागेचे मूल्य}$$

$$= \text{A} + \text{B} + \text{C} + \text{D} + \text{E} + \text{F} + \text{G} + \text{H}$$

$$= 32,778,760.00 + 0.00 + 0.00 + 0.00 + 751,500.00 + 0.00 + 0.00 + 0.00$$

$$= 33,530,260.00$$

| | |
|----------|---|
| बदर - ९३ | |
| LOWER | 2 |
| 2099 | |

558278

खातेदाराची प्रत / Party Copy

ठाणे भारत सहकारी बँक लि.
शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

शाखा / Branch

मुद्रांक शुल्क / Stamp Duty

सेवा आकारणी शुल्क / Service Charges

No. of Documents

एकूण / Total

अक्षरी रूपये / Amount in Words

दिनांक / Date 21/09/2011

रु./Rs. 17,50,000

रु./Rs. 10

रु./Rs. 17,50,000

Seventeen

Fifty thousand & ten

मुद्रांक शुल्क भरण्याचे नाव / Name of stamp duty paying party

पत्ता / Address 7-4 SHARATH STREET
SWARNAPURI SALEM-636004
TAMILNADU.

समोरच्या पक्षकाराचे नाव / Name of counter party

M/S MAHARAJA DEVELOPERS.

व्यवहाराच्या उद्देशाचे कारण /
Purpose of transaction

धनादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे नाव /

Name of the Drawee Bank

ANANDRA BANK

By 437633 425622 Salem Sr.

रोखपाव / Cashier

अधिकार्याची सही

Authorised signatory

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे./
This counterfoil has to be presented at the time of delivery of stamps.

21/9/11

ड्युटी मुद्रांक फ्रॉकिंग अल्पा व्हायलेंट सॅम्प खाली तपासले व एम.एम.एस./संबंधित अधिकृत अधिकाऱ्यांची दुरुध्वनीवरून संपर्क साधून, मेळ बरोबर आढळून आला.

सह दुय्यम निबंधक
कुर्ला - ३ (वर्ग-२)

बंदर - ९३

0002

3

2099

| | |
|---|--|
| दस्तावेजाचा प्रकार (Nature of Document) | Agreement for Sale |
| दस्तावेजाचे तपशील (Registration Details) | Registrable / Non-Registrable K - III |
| नियोज्यता नाम (S.R.O.) | |
| दस्तावेजाचा मुद्रांक नंबर (Franking Unique No.) | 40026 |
| संपत्तीचे थोडक्यात वर्णन (Property Description in brief) | 42-93 |
| मोलबंदी रक्कम (Consideration of Amount) | 3,50,00,000 |
| मुद्रांक खरेदीदाराचे नांव पक्षकार-१ नांव (Stamp Purchaser's Name) | Hotel Southson (Pvt) Ltd |
| दस्तावेजातील दुसऱ्या पक्षकाराचे नांव (Name of the other Party) | M/s Manratna Dev. |
| द्वारे असल्यास नांव व पत्ता (If through Name & Address) | |
| मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) शब्दांनी (in words) | 17,50,000 |
| अधिकृत अधिकाऱ्याची पूर्ण स्वाक्षरी व शिक्का (Authorized Person's full Signature & Seal) | |
| Authorized Signatory (Franking) For Thane Bharat Sahakari Bank Ltd | |



Rahul D. Gholekar
(Jr. Clerk)

Authorised Signatory (Franking)
For Thane Bharat Sahakari Bank Ltd.

This **AGREEMENT FOR SALE** made and entered into at Mumbai this 23rd day of September 2011 between **M/s. Manratna Developers**, a partnership firm having address at 12th Floor, Krushal Commercial Complex, G. M. Road, Chembur (West), Mumbai 400 089. hereinafter referred to as the **"Developer"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and their respective heirs, executors administrators and assigns) of the **FIRST PART**, **Berjis Minoo Desai**, of Mumbai Indian Inhabitant, residing at 740/741, Yezerina - II, 2nd Floor, Road No.5, Parsi Colony, Dadar (E), Mumbai - 400 014, hereinafter referred to as the **"Confirming Party"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include this heirs, executors administrators and assigns) of the **SECOND PART** and **HOTEL SOUTHSON (PVT) LTD. (PAN # AAACH5268A)**, a company registered under the Companies Act, 1956 having its registered office at A-4, BHARATHI STREET, SWARNAPURI, SALEM-636004, TAMILNADU, hereinafter referred to as the **"Purchaser/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his / her / their respective heirs, executors, administrators and permitted assigns and in case of partnership firm its partners or partner for the time being and their respective heirs, executors, administrators and permitted assigns and in case of a company its successors and permitted assigns) of the **OTHER PART**

Thane Bharat Sahakari Bank Ltd.,
Ghatkopar Branch, Saffire Archade
Behind Sonal Sejal Jewellers,
M. G. Road, Rajawadi, Ghatkopar(E),
Mumbai-400077.
D-5/STP/VYC.R.1005/02/05/236-239

भारत 40026
138202
SEP 21 2011
R. 1750000/-P85232
SPECIAL
ADHESIVE
16:21

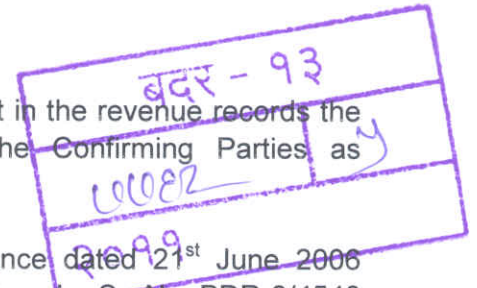
रु. Seventeen Lacs Fifty Thousand only

| | |
|----------|---|
| बदर - ९३ | |
| COVER | ४ |
| २०९३ | |

WHEREAS:

- (a) One M/s. Rushabh Rikhav Enterprise (hereinafter referred to as "**RRE**") was owner of property bearing Survey Nos.256 and 257, CTS Nos.5244 to 5256 (both inclusive) of Village Ghatkopar-Kirol, admeasuring 3538 sq. yards i.e. 2958.12 sq. meters as per old documents and as per City Survey Records admeasuring 2874.80 sq. meters out of which an area of about 252.5 sq. meters is affected by widening of the existing roads, along with buildings and structures standing thereon, situate at the junction of Derasar Lane and Tilak Road, Ghatkopar (East), Mumbai 400 077 (hereinafter referred to as the "**said property**") and more particularly described in the **First Schedule** hereunder written.
- (b) RRE had partly developed the said property by constructing a building of 6 shops on ground and 21 flats on seven upper floors, known as "**Megh Ratan**" by consuming FSI of approximately 1522.51 sq. meters or thereabouts as per approved building plans.
- (c) By various Agreements for Sale (hereinafter called the "**said Ownership Agreements**"), RRE had agreed to sell all the said 6 shops and 15 flats out of the said 21 flats on ownership basis to various persons and the remaining 6 flats being flat nos.101, 102, 103, 501, 601 and 602 were unsold, retained by RRE to itself to be sold by it to any person on such terms and conditions as RRE deems fit and proper.
- (d) The purchasers and acquirers of shops, flats and other premises in the said Megh Ratan building have formed and registered a Co-operative Housing Society namely, Megh Ratan Co-operative Housing Society Limited under registration No.MUM/WN/HSG/TC/9016/2004-2005/YEAR-2004 dated 14.5.04.
- (e) Under the said Ownership Agreements it had been agreed and provided inter alia that RRE will be developing the said property in phase wise manner and upon completion of development of the said property to the fullest possible extent and after sale of all the premises therein, RRE would sign and execute conveyance of the said property / relevant part thereof in favour of Co-operative Society / Societies of such purchasers and acquirers of various premises in the building/s constructed on the said property.
- (f) Apart from the said building known as Megh Ratan, there were three other structures standing on the said property (hereinafter the three other structures are referred to as the "**said old structures**") consisting of several rooms / tenements and toilet block, all of which were let out to various tenants.
- (g) By Development Agreement dated 8th June, 2004 entered into between RRE, therein called as the Owners of the First Part, (1) Sunil Ramji Sawla, (2) Rushabh Piyush Shah alias Sawla, (3) Rikhav Piyush Shah alias Sawla, (4) Dhanji Lakhamshi Sawla, (5) Sanjiv Mulchand Sawla, (6), Dhanji Lakhamshi Sawla, Mulchand Lakhamshi Sawla & Piyush Vasanji Shah alias Sawla (as trustees of a private trust namely "**Virendra Trust**"), (7) Sushila Harilal Shah and (8) Vipul Harilal Shah, hereinafter collectively referred to as the "**Confirming Parties**", therein also referred to as the Confirming Parties of the Second Part and M/s. Neelkanth Mansions Pvt. Ltd., hereinafter called "**Neelkanth**", therein called as the Developer of the Third Part (the Original of which is annexed to the Deed of Confirmation dated 18.2.2005, which had been registered with the Sub-Registrar of Assurances at Kurla (Chembur) under Serial No.BDR-3 1178 of 2005 on 18.02.2005), RRE with the consent of the Confirming Parties granted development rights in respect of the said property unto and in favour of Neelkanth at or for consideration and upon the terms and conditions recorded therein (hereinafter referred to as the "**said Development Agreement**").
- (h) Though RRE received the entire consideration under the said Development Agreement and nothing remained due and payable by Neelkanth to RRE under the said Development Agreement, conveyance of the said property in favour of the Neelkanth had not been executed and RRE and the Confirming Parties continued to

be the legal owners of the said property and further that in the revenue records the said property stood in the names of RRE and the Confirming Parties, as owners/holders thereof.

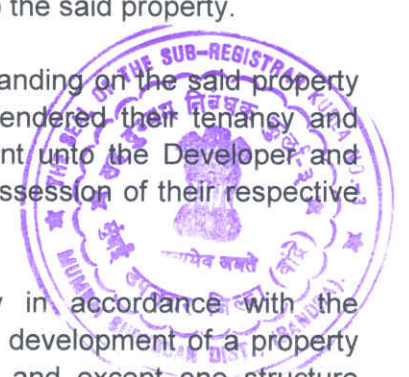


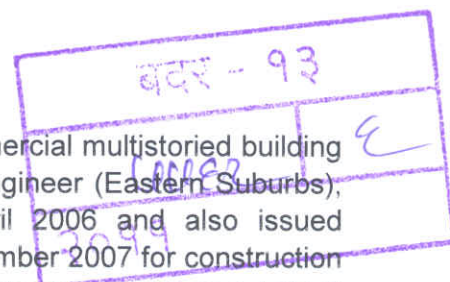
- (i) At the request of Neelkanth, by a Deed of Conveyance dated 21st June 2006 registered with the Sub-Registrar of Assurances at Kurla under Sr. No. BDR-3/4540 of 2006 and executed by RRE, therein called the First Vendor of the First Part, Confirming Parties, therein called the Second Vendors of the Second Part, Neelkanth, therein referred to as the Confirming Party of the Third Part and Developer herein, therein referred to as the Purchasers of the Fourth Part, for consideration therein mentioned, RRE, Confirming Parties and Neelkanth absolutely sold, transferred, assigned and conveyed the said property in favour of the Developer herein, subject to RRE retaining unto itself entire right, title and interest in relation to the said Megh Ratan building and particularly in respect of unsold flats nos.101, 102, 103, 501, 601 and 602 and also subject to the right, title and interest of other acquirers and purchasers of various shops, flats, etc. in the said Megh Ratan building under the said Ownership Agreements, as well as subject to the existing tenancies / occupancies in respect of the tenements in the said old structures standing on the said property and further subject to the Developer taking over RRE's obligations as regards executing Deed of Conveyance of the said property and/or relevant part thereof in favour of Megh Ratan Co-operative Housing Society Limited along with other society / societies, if any formed and registered in respect of other buildings / extension of said Megh Ratan building that will be constructed on the said property as and in the manner agreed under the said Ownership Agreements.
- (j) In the circumstances the Developer became the sole owner and seized and possessed of or otherwise well and sufficiently entitled to the said property.
- (k) The tenants and occupants of the said old structures standing on the said property save and except two tenants/occupants, all have surrendered their tenancy and occupancy rights pertaining to their respective tenement unto the Developer and have vacated and handed over vacant and peaceful possession of their respective tenements to the Developer.
- (l) The Developer further developed the said property in accordance with the concerned D. C. Regulations and other laws governing development of a property by demolishing the existing said old structures, save and except one structure standing on South-East corner of the said property, and reconstructed in its place/on the said property, new multistoried commercial building/s in accordance with approved building plans and specifications. The said commercial multistoried building/s is named as "**Manratna Business Park**".
- (m) Megh Ratan Co-operative Housing Society Limited has filed suit being HC, OOCJ, Suit No.1698 of 2008 against the Developer in respect of the land on which the Developer constructed the said Manratna Business Park building. After filing the suit, Megh Ratan Co-operative Housing Society Limited applied for ad-interim and interim orders inter-alia restraining the Developer from constructing the said commercial multistoried building, but till date no order in favour of Megh Ratan Co-operative Housing Society Limited and against the Developer restraining construction or creating any right in respect of any premises in so constructed commercial multistoried building is passed.
- (n) Litigation in Small Causes Court at Bombay and in City Civil Court at Bombay with the said remaining two tenants/occupants is pending. As and when the said two tenants/occupants of old structure on South-East Corner (one of the said old structures) of the said property are settled, the Developer would commence third phase of development by demolishing the same i.e. the remaining old structure and construct further building/s or extend the earlier constructed building "Megh Ratan" or construct additional floor / premises / area on the new proposed building "Business Park" and/or extend the recent constructed Business Park building for additional/further constructions as may be permitted by concerned authorities.

N

Handwritten signature/initials.

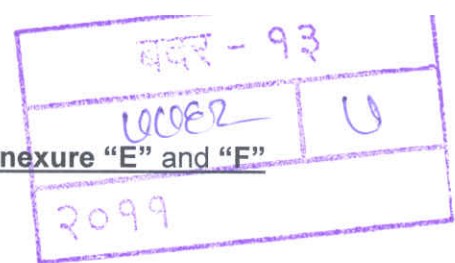
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- (o) The plans of the Developer for construction of new commercial multistoried building on the said property were approved by the Executive Engineer (Eastern Suburbs), who issued IOD No.CE/3376/BPES/AN dated 5th April 2006 and also issued Commencement Certificate vide his letter dated 1st September 2007 for construction of the new commercial multistoried building. Copies of the above-referred IOD & Commencement Certificate are hereto annexed and marked as **Annexure "A"** and **"B"** respectively. The Developer proposes to amend and alter said approved building plans from time to time for better and complete consumption of FSI
- (p) The said plot not being vacant land within the meaning of provisions of Urban Land (Ceiling and Regulation) Act, 1976, no permission of the Additional Collector and Competent Authority, (ULC), Greater Bombay, is required
- (q) The Developer has entered into a standard agreement with Hemant Parikh & Associates, Architect registered with the Council of Architects and have appointed Mahimtura Consultants Pvt. Ltd., the Structural Engineers for the preparation of the structural design and drawings of the multistoried building/s
- (r) The Developer has sole and exclusive right to construct the multistoried building/s on the said property in accordance with the approved / sanctioned plans by using the balance FSI of the said property and or loading TDR and to sell the premises comprised in multistoried building/s to be constructed on the said property and also to enter into agreements with purchasers of such premises and to receive the sale proceeds in respect thereof
- (s) The said property in the records of rights namely C.T.S. Property Card maintained by the City Survey and Land Records, Mumbai Suburban, stands in the name of the Developer. Photocopies of the C.T.S. Property Cards of the said property are annexed hereto and collectively marked as **Annexure "C"**
- (t) A copy of certificate of title dated ... January, 2008 issued by M/s. Manoj & Ashok Associates, Advocates & Solicitors showing the nature of title of the Developer to the said property and its right in respect of construction of multistoried building/s on the said property is hereto annexed and marked as **Annexure "D"**
- (u) The Purchaser/s has/have demanded from the Developer and the Developer has given to the Purchaser/s inspection of all the documents of title relating to the said property including the inspection of plans, designs and specification in respect of multistoried building/s to be constructed on the said property prepared by the Architect, relevant papers of the said HC, OOCJ, Suit No.1698 of 2008 and the orders passed therein and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation Of The Promotion Of The Construction, Sale, Management And Transfer) Act, 1963 and rules made there under
- (v) While sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while further developing the said property and constructing multistoried building/s and upon due observances and performance of which only, the Occupation and Completion Certificate in respect of the multistoried building/s so constructed shall be granted by BMC. Various terms and conditions of IOD, permissions and NOCs including undertakings executed for obtaining such permissions, NOCs, etc. shall be binding on purchasers and occupants of premises in the multistoried building/s to be constructed on the said property
- (w) The Developer accordingly has constructed a multistoried building/s on the said property known as Manratna Business Park. MCGM issued Occupation Certificate vide his letter dated 23/07/2009 in respect of the said new multistoried building/s. Owners/Purchasers of various premises in the said Manratna Business Park building have formed and registered a society known as Manratna Business Park Premises Co-operative Society Ltd. under the Maharashtra Co-operative Societies Act, 1960 under registration number MUMW-N/GNL/(O)/8330/2009-2010 dated 4/3/2010. Copies of the above-referred Occupation Certificate and Society

Registration Certificate are hereto annexed and marked as **Annexure "E" and "F"** respectively



- (x) The Confirming Party had agreed to purchase and acquire from the Developer and the Developer had agreed to sell to the Confirming Party a shop / ~~store~~ / office bearing No. **G2 and G3** admeasuring **2193** sq. ft. of carpet area (**203.73** sq. meters of carpet area or thereabouts) on the Ground Floor along with the exclusive right to park **2** cars at car parking slots Nos. **33** and **34** parking area aggregately admeasuring **22.5** sq. meters in basement of the multistoried building/s constructed on the said property at or for certain price and upon certain terms and conditions. Copy of the floor plan/s is/are hereto annexed and marked as **Annexure "G"**, wherein shop / store / office / terrace / basement parking rights agreed to be allotted to the Purchaser/s is/are shown marked with red colour boundary lines thereon and is/are more particularly described in the **Second Schedule** hereunder written, (which shop / store / office open / terrace / basement parking rights is/are hereinafter for brevity's sake referred to as the "**said premises**"). The said shop / store / office bearing NoG 2 and G 3 earlier formed part of shop admeasuring 4750 sft carpet area, which is to be now subdivided and numbered as G2,G3,G4 and G 5.The Confirming Party and the Purchaser/s have agreed to have the plans amended to the above effect at their own costs and expenses and also construct the dividing wall at their own costs and expenses.
- (y) The Confirming Party has now in turn agreed to sell the said premises unto the Purchaser/s herein and accordingly requested the Developer to execute these presents in favour of the Purchaser/s, to which the Developer also agreed to upon the Confirming Party agreeing to confirm these presents by joining as a confirming party hereto
- (z) Under Section 4 of the Maharashtra Ownership Flats (Regulation Of The Promotion Of The Construction, Sale, Management And Transfer) Act, 1963 the Developer is required to execute an Agreement for Sale of the said premises with the Purchaser/s being in fact these presents. This Agreement shall also be registered with the Sub-Registrar of Assurances under the provisions of the Registration Act, 1908

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

1. The parties hereto hereby acknowledge and confirm that the aforesaid recitals form an integral and operative part of this Agreement.
2. The Developer has constructed multistoried building/s having basement, ground plus several upper floors comprising of shops, stores, offices and other premises like terraces etc. on the said property in accordance with the plans, designs, specifications approved by BMC (which has been seen and accepted by the Purchaser/s). The Developer may make such variations and modifications as the Developer may consider necessary including increase or decrease in the number of floors for optimum exploitation of the development potential of the said property or as may be required by the concerned Local Authority / Government to be made in them or any of them.
3. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves/itself about the title of the Developer to the said property and the rights of the Developer to construct multistoried building/s on the said property and to allot and sell shops / stores / offices and other premises comprised therein including right to car parks and the Purchaser/s accept/s the same as clear and marketable free from all encumbrances and reasonable doubts and he/she/they/it shall not be entitled to further investigate the title of the Developer thereto and no requisition or objections shall be raised in any manner relating to the title.

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4. The Purchaser/s has/have seen, the proposed / sanctioned building plans as also the particulars of the specifications in accordance with which multistoried building/s is/are and or to be constructed. The Developer shall be entitled to make such changes in the building plans (including change of users of the area therein) as the Developer may from time to time determine and as may be approved by BMC and other concerned authorities and the Purchaser/s hereby agree/s to the same. This shall operate as an irrevocable consent of the Purchaser/s to the Developer carrying out such changes in the building plans.
5. The Purchaser/s hereby agree/s to purchase from the Developer and the Developer hereby with the confirmation of the Confirming Party agrees to sell to the Purchaser/s, the said premises being shop / store / office bearing No. **G2 and G3** admeasuring **2193** sq. ft. of carpet area (**203.73** sq. meters of carpet area or thereabouts) on the Ground Floor along with the exclusive right to park **2** cars at car parking slots Nos. **33** and **34** parking area aggregately admeasuring **22.5** sq. meters in basement of the multistoried building/s constructed on the said property and which the said premises is more particularly shown of the floor plan/s thereof hereto annexed and marked as **Annexure "G"** with red colour boundary lines thereon and described in the **Second Schedule** hereunder written at or for the price of **Rs.3,50,00,000/=** (Rupees **Three Crore Fifty Lac** Only) including the proportionate price of the common areas and facilities as are described in **Third Schedule** hereunder written appurtenant to the said premises and upon the terms and conditions contained herein.
6. On or before execution hereof the Purchaser/s has/have paid to the Developer the entire agreed consideration of **Rs.3,50,00,000/=** (Rupees **Three Crore Fifty Lac** Only) by cheques (1) for **Rs.3,10,00,000/-** (Rupees **Three Crore Ten Lac** Only) payable in favour of the Developer and (2) **Rs.40,00,000/-** (Rupees **Forty Lac** Only) payable to developer on behalf of the Confirming Party (constituting refund of the amount of **Rs.30,00,000/-** paid by the Confirming Party to the Developer towards part payment of the consideration amount of the said premises and **Rs.10,00,000/-** being profits thereof) and same is paid by the developer to the Confirming Party by Cheque (the payment and receipt whereof the Developer and the Confirming Party do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser/s).
7. Simultaneously with the execution hereof, the Developer has handed over vacant and peaceful possession of the said premises unto the Purchaser and the Purchaser admits and acknowledges the same and forever acquit, release and discharge the Developer in that respect.

Upon Purchaser/s neglecting, omitting or failing for any reason whatsoever to perform and/or observe any of the terms conditions, stipulated and covenants herein contained on his/her/their/its part to be observed and performed, without prejudice to its other rights and remedies, Developer/Society will be at liberty to charge Penalty, Interest or any other suitable action as per law. .

8. The amenities to be provided by the Developer in the said premises and in the multistoried building/s are those as described in **Annexure "H"** hereunder written.
9. The Purchaser/s have also deposited with the Developer following amounts:
 - (a) **Rs.500/-** (Rupees **Five Hundred**) towards share money and entrance fee of Society;
 - (b) A sum of **Rs.10,000/=** (Rupees **Ten Thousand**) towards legal charges of this Agreement ;
 - (c) A sum of **Rs.10,000/-** (Rupees **Ten Thousand**) being contribution for the legal charges for formation and registration of a Society;
 - (d) A sum of **Rs.66,000/-** (Rupees **Sixty Six Thousand**) towards development / betterment charges that are paid / may become payable to concerned local authorities in respect of the said property; and
 - (e) A sum of **Rs.15,000/=** (Rupees **Fifteen Thousand**) towards costs and expenses and deposit paid/payable to the concerned local authority or Government for

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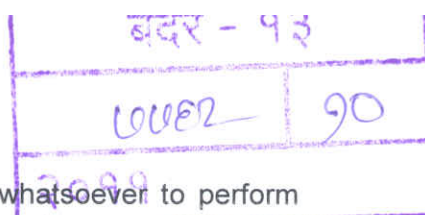
- obtaining water, electric and other service connection to the said premises situated in the multistoried building/s being constructed on the said property.
- (f) A sum of Rs2,64,000/-as interest free security deposit towards provisional maintenance charges of the said premises;

10. The Developer shall utilize the sums mentioned in clause 9(b) and 9(c) for meeting all legal costs, charges and expenses including professional costs of the Attorney-at law/Advocates of the Developer in connect on with preparation of this agreement, formation of Society / Limited Company and preparing its rules, regulations and bye-laws. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital or towards the outgoings and shall, as far as possible, utilize the amounts so received only for the purpose for which they have received; provided however in case of default by the Purchaser/s in making payment of any amount, the Developer may, without prejudice to other remedies and without affecting and waiving right to avail such remedies, at its sole discretion adjust other amounts lying with it against such defaulted amount. Save and except for amount collected under clause 9(a) above, the Developer shall not be liable to render account of amounts or deposits to the Purchaser/s or Society or Limited Company at any time. The Developer shall be rendering account of the amount mentioned in clause 9(f) above only to the Society / Limited Company and not to individual purchasers including the Purchaser/s herein at any time.
11. The Purchaser/s is liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the multistoried building/s namely local taxes, ground rent or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the multistoried building/s. Until the multistoried building/s to be constructed on the said property is/are transferred to the society / limited company, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer. The Purchaser/s further agree/s that till the Purchaser's/s' share is so determined, the amounts so paid by the Purchaser/s to the Developer as per clause 9(f) shall not carry any interest. Subject to provisions of section 6 of the Maharashtra Ownership Flats (Regulations of The Promotion of Construction Sale, Management And Transfer) Act, 1963 Act, on transfer deeds being executed in favour of society / limited company, the aforesaid amounts (less deductions provided for under this agreement) shall be paid over by the Developer to such society / limited company. The Purchaser/s undertake/s 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 of any reason whatsoever.
12. The Developer shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold premises. The Developer will bear and pay proportionate taxes, assessment, if any payable in respect of unsold premises and nothing else in respect thereof.
13. The Purchaser/s shall observe and perform the terms, conditions and covenants contained in this agreement and shall keep the Developer indemnified against non-observance and non-performance of the said terms, conditions and covenants to be observed and performed by the Purchaser/s under this agreement.
14. The Developer shall be entitled to sell premises of multistoried building/s and other structures to be constructed on the said property for any other use that may be permitted by BMC and other authorities in that behalf and that the Purchaser/s or his/her/their permitted assigns and/or assignees shall not object to the user of any of such premises at any time in future by the respective acquires / purchasers thereof. The Purchaser/s agree/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are/may be imposed by the concerned local authority and/or government and/or other public authority on account of change of user of such premises viz. user for any purposes other than for the permitted purpose.

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15. If the Purchaser/s neglect/s, omit/s or fail/s for any reason whatsoever to perform and/or observe any of the terms, conditions, stipulation and covenants herein contained on its/his/her/their part to be observed and performed then Purchaser/s shall be bound and liable for consequences thereof in accordance with law.
16. The F.S.I. right as regards the said property and every part thereof shall always belong to the Developer even after transfer of the said property or relevant part thereof with the multistoried building/s in favour of the society / limited company. The Developer shall not be liable to transfer the said property till the same is fully re-developed. If for the reason of any order by the Court or otherwise or for any reason whatsoever any F.S.I., additional or otherwise, is not granted or is pending to be utilized, the Developer shall not be liable to transfer the said property or relevant part thereof to the society / limited company till such F.S.I. together with any additional or other F.S.I. as may be available or permitted to be utilized on the said property is fully utilized by the Developer and/or its assign/s and in any case even if the transfer deed is executed, the Developer shall be entitled to retain to themselves right in relation to utilize F.S.I. as provided herein in the manner as may be advised to them including by retaining to themselves certain share in the multistoried building/s and or said property including the top floor terrace, together with the F.S.I. as provided herein. The Developer shall be permitted to make additions, alterations or put up any additional structures including additional floors on the multistoried building/s from time to time as may be approved by competent authority so as to consume the entire available F.S.I. and or additional F.S.I. on the said property and or any part thereof from time to time. Such additions, alterations or additional structures or floors shall be the property of the Developer and the Developer will be entitled to deal with, dispose off and sell the same in any manner as they deem fit, however, without adversely affecting the said premises of the Purchaser/s otherwise than in the manner contemplated herein, expressly or impliedly. The Purchaser/s has / have given and shall be deemed to have given his / her / their / its consent to the additional construction / development as contemplated herein and without prejudice to the consent given by the Purchaser/s as provided herein, the Purchaser/s hereby agree/s and undertake/s to permit and give the Developer all facilities for making such additions, alterations or to put up any additional structures or floors on the said property / multistoried building/s. The Purchaser/s further agree/s and undertake/s not to object such construction of additions, alterations and additional structures or floors or demand any compensation for the same on the ground of nuisance, annoyance and/or of any other reasons whatsoever.
17. The Developer shall be at liberty to sell, assign, mortgage, lease, sublease or grant exclusive user rights or otherwise deal with or dispose off their right, title and interest in multistoried building/s constructed or to be constructed on the said property and or the said property or any part thereof including in respect of common areas, terraces, lobbies, compound etc. of or appurtenant to the multistoried building/s to anybody PROVIDED HOWEVER the same shall be subject to the rights of the Purchaser/s expressly herein contained.
18. It is agreed that the Developer shall be at liberty and entitled, if they so desire, or if required by BMC or any such local authorities to grant the right of way and access over, upon and through the said property to the owners occupiers of the adjoining properties and the Purchaser/s shall not have any objection and/or grievances to the Developer granting such right of way and the Purchaser/s hereby consent/s to the same.
19. The Developer has informed the Purchaser/s that the Developer will be putting up sign boards, neon sign boards, advertisement boards, advertisement hoardings, mobile towers, mobile network towers, cables, dish antennas, dish sets, etc. on the terrace or other appropriate site on the multistoried building/s constructed or to be constructed on the said property and avail to themselves monetary benefits that may arise from it and the Purchaser/s shall not have any objection to the same. The Purchaser/s also hereby confirm/s that all benefits arising out of such activities shall exclusively belong to the Developer and he/she/they shall not claim any share in the benefits arising out of such activities in present or in future in whatsoever manner.

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20. Apart from the right to park cars at basement parking slots Nos. 33 and 34 hereby allotted to the Purchaser/s, the entire basement parking will belong to the Developer. The Developer will either through themselves or their nominees / assigns manage the basement parking and avail to themselves monetary benefits that may arise from it and the Purchaser/s shall not have any objection to the same. The Purchaser/s also hereby confirm/s that all benefits arising out of such activities shall exclusively belong to the Developer, their nominees / assigns and the Purchaser/s and/or the Society that will be formed shall not claim any share in the benefits arising out of such activities in present or in future in whatsoever manner.
21. The Developer has informed the Purchasers that in the multistoried buildings constructed or to be constructed on the said property, there will be units/premises to be used for specific purposes such as Air Handling Unit ("AHU"), Air Conditions Plant Room ("ACPR"), Diesel Generator Room ("DGR") etc. All such units/premises shall exclusively belong to the Developer and the Developer shall be entitled to allot exclusive user thereof to any purchaser or acquirer of any unit or premises in the multistoried building/s or otherwise at such consideration and on such terms and conditions as the Developer may think fit and proper to which the Purchaser/s shall not have any objection at any time.
22. The Developer has also specifically informed the Purchaser/s herein that exclusive right to use and enjoy open space in compound as well as side of ground floor premises in multistoried building being constructed on the said property will be allotted to the purchaser/s / acquirer/s and/or occupant/s of such ground floor premises by the Developer at such consideration and on such terms and conditions as may be decided by the Developer and the Purchaser/s herein neither has nor shall have at time in future any objection of any nature whatsoever. By reason of acquiring the said premises in the multistoried building/s constructed or to be constructed on the said property, the Purchaser/s shall not claim any right to park motor vehicles in the basement, compound, stilt, podium of the multistoried building/s or otherwise on the said property unless such right is expressly acquired from the Developer.
23. It has been expressly agreed by and between the parties hereto as also by the buyers and purchasers and acquires of the different premises in the multistoried building/s constructed or to be constructed on the said property that in case if the multistoried building/s collapse/s or any damage is caused to it/them due to any act of God such as earthquake, floods or any other natural calamity, act of enemy, war or due to any other cause which is beyond the control of the Developer, the Developer shall not be in any way liable to reconstruct the said premises and/or the multistoried building/s or to carry out the repairs thereof. However, the said property and the right and interest which the Developer has in the said property shall subject to the full consideration paid to the Developer, be transferred to the society / limited company of the purchasers and acquires of premises in the multistoried buildings constructed or to be constructed on the said property as herein provided.
24. Any delay or indulgence shown by the Developer in enforcing the terms of this agreement or any forbearance or giving of time by the Developer to the Purchaser/s shall not be construed as a waiver on the part of the Developer for any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.
25. The Developer shall be entitled to enter into agreements with other buyers and purchasers on such terms and conditions as the Developer may deem fit or alter the terms and conditions of the agreements already entered into by the Developer with other buyers and purchasers, if any, without affecting or prejudicing the rights of the Purchaser/s herein in respect the said premises under this Agreement.
26. The Purchaser/s shall not let, sublet, sell, transfer, convey, assign, mortgage, charge or give on leave and license or in any manner encumber dispose off or part with possession of the said premises and/or his/her/their/its interest or the benefit of and under this Agreement or any part thereof without obtaining previous consent in

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writing of the Developer till the transfer of the said property and or relevant part thereof including the multistoried building/s is/are executed in favour of the society / limited company and until all his/her/their/its dues of whatsoever nature owing to the Developer under this Agreement are fully paid, whether it has become due or not

27.

Purchaser will have to take N.O.C and follow due procedure of Developer/Society at the time of creating lien mark or disposing of said premise or any part thereof.

28. The Purchaser/s and the person/s to whom the said premises is let, sublet, transferred assigned or given possession of (after prior written permission of the Developer) shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Developer and/or the society / limited company may require for safe guarding the interest of the Developer and/or the other premises holders in the multistoried building/s.

29. The purchaser or buyer or occupant of any unit/premises in multistoried building/s, to whom right to any car parking area / terrace / open space / AHU / ACPR / DGR has been allotted / sold by the Developer, he/she/they/it shall be entitled to exclusively use such car parking area / terrace / open space / AHU / ACPR / DGR and other purchasers / buyer / occupants shall have no claim and / or right, title and interest in respect of such car parking area / terrace / open space / AHU / ACPR / DGR so allotted/sold. The purchaser/s, transferee/s and allottee/s of such open terrace / open spaces / Compounds etc. shall be entitled to use the same in the manner he/she/they/it deem/s fit and proper however shall not enclose the same without the prior written permission of the Developer.

30. All the pocket terraces, open terrace spaces, top terraces, car parking areas whether open or covered or basement or stilt and open spaces, AHU, ACPR, DGR etc. shall belong to the Developer alone, unless sold or allotted or given to any purchasers / any person in writing by the Developer and the Developer shall be entitled to use the same in the manner they deems fit and proper.

31. The Purchaser/s hereby declare/s and confirm/s that he/she/they/it is/are informed by the Developer that the Purchaser/s herein and other buyers / allottees of premises in the multistoried building/s constructed or to be constructed on the said property as also society / limited company, etc. as the case may be, shall not be allowed to use or enjoy or have any benefit in respect of open spaces, terraces and the parapet walls or the external walls of any of the building/s and other structures constructed / to be constructed on the said property and the same shall always and in perpetuity absolutely and exclusively be used and enjoyed by the Developer, who shall also be entitled to permit the same to used by their nominee/s in any lawful manner and for any lawful purpose, as also to transfer, assign and dispose of their aforesaid rights, benefits and interest in any manner they desire and deem fit in their sole and unfettered discretion, for such consideration and on such term and conditions as may be deem fit by the Developer. The aforesaid rights of the Developer shall include, but shall not be limited to the right to use the same for putting up displaying hoardings, advertisements and sign-boards, illuminated or otherwise, and neon signs thereon, as also to erect cell or mobile phone and telecommunication towers, links, antennae, base stations and dish antennae thereon along with rooms for attendants. The above terms and conditions also mutatis and mutandis apply in respect of terraces, parking spaces, open or covered or basement or stilt, open spaces, AHU Unit, ACPR, DGR etc. in or of the said property and or in or of the multistoried building constructed or to be constructed on the said property and also in respect of all other similar rights retained by the Developer to themselves.

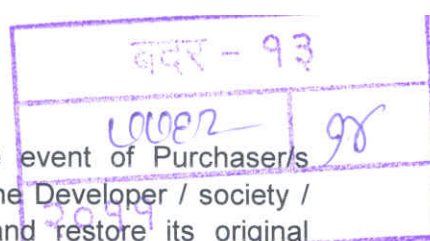
32. The Purchaser/s are aware of the said Ownership Agreement entered into by RRE with purchasers of various premises in Megh Ratan building and also of the said Development Agreement executed in favour of Neelkanth as well as the Deed of Conveyance of the said property executed in favour of the Developer and of the HC,

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OOCJ, Suit No.1698 of 2008 filed by Megh Ratan Co-operative Housing Society Limited. The Developer has given and the Purchaser/s has / have taken inspection of all the documents including Ownership Agreements / Development Agreement / Deed of Conveyance, sanctioned plans, title certificate, IOD, C.C., proceedings of HC, OOCJ, Suit No.1698 of 2008 and orders passed therein etc. Further the Purchaser/s shall, unless it be repugnant to the context or have become redundant, be bound by the terms and conditions mentioned in the said Ownership Agreements / Development Agreement / Deed of Conveyance as if the same are expressly mentioned and recorded herein specifically. The Purchaser/s and the Society shall also be bind by the Orders / decree that may be passed in HC, OOCJ, Suit No.1698 of 2008. In case of inconsistency between the terms and conditions recorded in the said Ownership Agreements / Development Agreement / Deed of Conveyance and this Agreement, the decision of the Developer as to the applicable terms and conditions and or its interpretation shall be final and binding on the Purchaser/s.

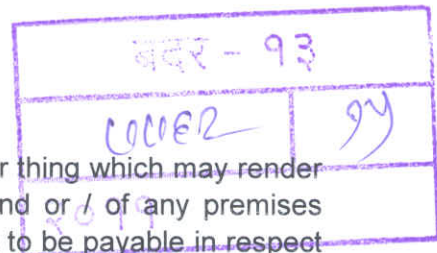
33. Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said property or of any rights therein and/or of or in the multistoried building/s being or to be constructed on the said property or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them/it and all open spaces, staircases, lobbies, unallotted parking spaces, terrace, garden if any etc., will remain the property of the Developer.
34. The Purchaser/s shall after receipt of the possession of the said premises, use the same and every part thereof or permit the same to be used only for the purpose for which it is sold / authorized by the Developer / society / limited company in writing and as may be permissible in law and/or by the concerned local authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the neighboring property or properties.
35. The Purchaser/s shall, after receipt of possession of the said premises, not store therein, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the multistoried building/s or storing of which goods is objected to by the concerned local authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages, lift or any other structure of the multistoried building/s and if damage is caused to the multistoried building/s or the said premises on account of negligence or default of the Purchaser/s in that behalf, the Purchaser/s shall be liable for the consequences of the breach.
36. The Purchaser/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and/or the multistoried building/s in which the said premises is situated.
37. The Purchaser/s shall not demand partition of the Purchaser's/s' interest in the said premises, if any, it being expressly agreed, understood and confirmed by the Purchaser/s that his/her/their interest therein is impartible. The Purchaser/s shall also not demand sub-division of the said premises or any part thereof.
38. The Purchaser/s shall, after receipt of possession of the said premises, not demolish or cause to be demolished the same or any part thereof, nor at any time make or cause to be made addition or alteration of whatever nature in or to the said premises / building or any part thereof, nor shall make or cause to be made any alteration in elevation and outside colour scheme of the multistoried building/s in which the said premises is situated. The Purchaser/s shall not carry out any act, which may be violating FSI rules including enclosing of flowerbeds/niche and other such areas. Further, open balconies shall never be enclosed. The Purchaser/s shall keep the structural members, portions, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect other parts of the multistoried building/s in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said premises without the prior written permission of the Developer and/or the society /

[Handwritten signatures and initials]



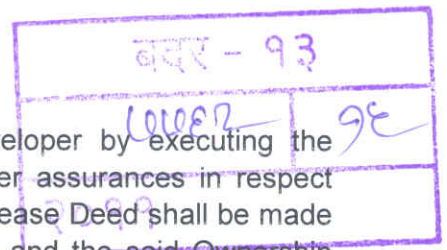
limited company. It has been further agreed that in the event of Purchaser/s committing default in observing the condition herein, then the Developer / society / limited company shall be entitled to rectify the same and restore its original conditions at the cost of Purchaser/s. The Developer / society / limited company shall not be liable or responsible for any loss or damages that may be suffered by the Purchaser/s while restoring as aforesaid.

39. The Purchaser/s after receipt of the possession of the said premises shall carry out at his/her/their/its own costs all internal repairs to the said premises and maintain the same in the condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or permit to be done anything contrary thereto in the multistoried building/s or in the said premises and shall abide by all the byelaws, rules and regulations of the Government and/or any other public authority including that of the society / limited company.
40. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of any other building/s and/or structures and/or changes, alterations and additions made in the multistoried building/s or structures or on account of any advertisement/hoarding put up on the multistoried building/s being or to be constructed on the said property.
41. The name of the multistoried building presently constructed shall forever be "Manratna Business Park". The Developers alone shall be entitled to decide the names of other multistoried buildings or structures that may be constructed by them on the said property. The Purchaser/s or the society / limited company shall not be entitled to change the names given by the Developer to the multistoried buildings constructed or to be constructed by the Developer on the said property.
42. It is expressly agreed and confirmed by the Purchaser/s herein that till the said property or relevant part thereof and the multistoried building/s is/are transferred to the society / limited company, the Purchaser/s shall have no right in the said property / multistoried building/s other than the right in relation to the said premises as provided herein.
43. The Purchaser/s shall sign all papers and documents and do all other things that the Developer may require him/her/them/it to do and execute from time to time for more effectively enforcing this agreement and/or safeguarding the interest of all persons acquiring the remaining premises in the multistoried building/s.
44. All notices to be served on the Purchaser/s as contemplated by this Agreement shall deem to have been duly served if sent to the Purchaser/s, Under Certificate of posting, at his/her/their/its address mentioned below.
A - 4, BHARATHI STREET, SWARNAPURI,
SALEM-636004, TAMILNADU.
45. The Purchaser/s has inspected the said premises and all the amenities therein and in the multistoried building/s before taking possession of the said premises and confirms that the Purchaser/s has no claim against the Developer in respect of any item or work in the said premises or in the multistoried building/s constructed by the Developer on the said property and the same is constructed in accordance with the approved plans, specifications etc..
46. The Purchaser/s shall permit the Developer and their surveyors and agents with and without workmen and necessary equipments / materials at all reasonable times to enter upon his/her/their/its said premises or any part thereof for the purpose of repairing any part of the multistoried building/s and/or cables, water covers, fittings, wires, structures and other convenience belonging to or serving or used for the multistoried building/s and also for the purpose of laying down, maintaining repairing and testing drainage, gas and water pipes and electric wires and/or similar purpose and also for the purpose of cutting off the water supply / electric supply to the said premises or any other premises in the multistoried building/s in respect whereof the purchasers or the occupiers of such other premises as the case may be shall have committed default in paying his/her/their/its share of water tax / electric charges and/or other outgoings.



47. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable insurance of the multistoried building/s and or / of any premises therein or any part thereof or cause any increased premium to be payable in respect thereof or which may or likely to cause nuisance or annoyance to the occupiers of other premises in the multistoried building/s.
48. Notwithstanding any other provisions of this agreement the Developer shall be entitled, at their sole and absolute discretion:
- To transfer or cause to be transferred the multistoried building/s together with the said property or relevant part thereof in favour of society / limited company.
 - To decide and determine how and in what manner the infrastructure including the common utility area may be transferred.
 - To provide for and incorporate covenants and restrictions and obligations with regard to the provision for maintaining the infrastructure and common amenities.
 - To decide from time to time when and what sort of document of transfer should be executed.
49. The Purchaser/s along with other buyer / purchasers of premises in the multistoried building/s shall become members of the society, Manratna Business Park Premises Co-operative Society Ltd. formed in relation to the said multistoried building/s. For this purpose, the Purchaser/s shall also from time to time, within 7 days from the intimation given by the Developer thereof, sign and return to the Developer, application for membership and other papers and documents necessary for becoming member/s of the society including the bye-laws, Rules & Regulations, memorandum / articles of association of a society as the case may be.
50. The rights, benefits and interests of the Purchaser/s herein shall be governed and regulated by the byelaws, rules and regulations of the Society, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
51. The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the society. The society shall pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related / incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Developer may require and agreeing and undertaking to be bound by the same and the Purchaser/s shall vote in favour of such resolutions.
52. The Purchaser/s shall observe and perform all the rules and regulations which the society may adopt or have adopted at its inception and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said property, multistoried building/s constructed or to be constructed thereon and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said premises in the multistoried building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreements.
53. The Developer shall, upon fully developing the said property by utilizing full development potential thereof, redeveloping all the old existing structures standing on the said property and consuming full FSI as may be available whether by loading TDR or otherwise from time to time, transfer or cause to be transferred to the society the said property and or relevant part thereof, the multistoried building/s and the said

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premises constructed or to be constructed by the Developer by executing the necessary Conveyance Deed / Lease Deed or such other assurances in respect thereof in favour of society. Such Deed of Conveyance / Lease Deed shall be made keeping with the terms and provisions of this Agreement and the said Ownership Agreements.

54. The powers and authorities of the society or of the Purchaser/s herein and of other buyers/purchasers shall be subject to the overall power, control and authority of the Developer in any of the matters concerning the multistoried building/s and other structures standing or to be constructed on the said property, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold premises and the disposal thereof.
55. Any additions and alterations in the said premises and/or in respect of the specifications and amenities by the Purchaser/s may if agreed by the Developer shall be carried out by the Developer at the risk and extra costs of the Purchaser/s which shall be paid in advance by the Purchaser/s before the work is carried out by the Developer.
56. In the event of the Developer executing a Conveyance Deed / Lease Deed or such other assurances in respect of the said property and or relevant part thereof and the multistoried building/s to be constructed by the Developer in favour of the society / limited company, the Developer shall, if necessary, become member of society / limited company in respect of the unsold premises and their rights and benefits in the multistoried building/s / said property and shall have a right to dispose off the unsold premises and other rights and benefits in the multistoried building/s in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Developer and the buyers/purchasers of such unsold premises / rights / benefits shall be accepted as member/s of society / limited company. The Developer and/or its purchaser in that case shall not be required to pay any transfer fees/charges to the society / limited company. The Purchaser/s herein and the society / limited company will not have any objection to admit such assignee / buyers / purchasers / transferee as its member/s.
57. The Developer has informed the Purchaser/s that the Developer has form a separate society namely "Manratna Business Park Premises Co-operative Society Limited" of the purchaser/s and acquirers of premises in the multistoried buildings to be constructed on the said property. The Developer might even form an apex society and transfer the said property in favour of such apex society subject to the rights of the separate societies. If permitted the Developer may cause sub-division of the said property and transfer the buildings standing or being constructed or to be constructed on the said property and the land beneath and appurtenant to such buildings to their respective societies.
58. The stamp duty and registration charges that may become payable on this Agreement and on other deeds to be executed in pursuance hereof shall be borne and paid by the Purchaser/s alone. The stamp duty and registration charges that may become payable on Deed of Conveyance / Lease Deed or other documents that will be executed for transfer of the said property and or relevant part thereof including the multistoried building/s to be constructed by the Developer in favour of the society / limited company shall be borne and paid by the purchasers and acquirers of various premises in the multistoried building/s or the society / limited company, as the case may be but not by the Developer.
59. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation Of The Promotion Of Construction, Sale, Management And Transfer) Act, 1963, and the rules made there under.
60. If the transaction covered by this contract is liable to tax or duty under Sales Tax / Service Tax / Works Contract Tax, VAT or otherwise, either as a whole or in part then the same shall be payable by the Purchaser/s to the Developer (along with other buyers / purchasers, if any) on demand being made by the Developer. Similarly

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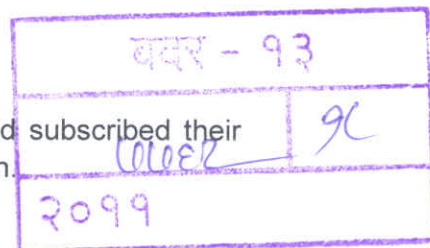
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| 17/09/19 | |

any increase in such taxes or any additional liability levied on the Developer after execution of this Agreement, the same shall also be payable by the Purchaser/s (along with other buyers / purchasers, if any) to the Developer immediately on demand made by the Developer. The Purchaser/s shall not raise any objection or dispute whatsoever to the aforesaid and shall pay the amounts as may be demanded by the Developer in this regard within seven days of the demand made by the Developer.

61. The Developer shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules regulations etc.
62. The Purchaser/s shall present this agreement as well as the Deed of Conveyance / Lease Deed or such other assurances that will be executed in pursuance hereof, at the proper registration office of Sub-Registrar within the time prescribed by the Registration Act, 1908 and both the Purchaser/s and the Developer as the case may be will attend such office and admit execution thereof. If the Purchaser/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution of the same, or intimate the Developer as aforesaid, for any reason whatsoever, the Developer will not be liable or responsible for non-registration of this Agreement and the consequences arising there from, nor shall the Developer be liable to pay any penalty for their late attendance to complete the registration formalities.
63. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Purchaser/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Developer and/or its agents to the Purchaser/s and/or his/her/their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to / of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against any of the parties hereto, unless the same are recorded in writing and signed by or on behalf of the parties hereto, as supplemental hereto.

[Handwritten signature] NPK *[Handwritten signature]*

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



THE FIRST SCHEDULE ABOVE REFERRED

ALL THAT piece and parcel of land admeasuring 3538 sq. yards i.e. 2958.12 sq. meters as per old documents and as per City Survey Records admeasuring 2874.80 sq. meters out of which an area of about 252.5 sq. meters is affected by widening of the existing roads, bearing Survey Nos.256 and 257 and CTS No.5244 to 5256 of Village Ghatkopar-Kirol, Taluka Kurla, District Mumbai Suburban together with the structures standing thereon situate at the Junction of Derasar Lane and Tilak Road, Ghatkopar (East), Mumbai 400 077 assessed under 'N' Ward, within Registration District and Sub-District of Mumbai Suburban

THE SECOND SCHEDULE ABOVE REFERRED

ALL THAT shop / store / office bearing No.**G2 and G3** admeasuring **2193** sq. ft. of carpet area (**203.73** sq. meters of carpet area or thereabouts) on the Ground Floor along with the exclusive right to park **2** cars at car parking slots Nos.**33** and **34** parking area aggregately admeasuring **22.5** sq. meters in basement of the multistoried building/s constructed on the said property more particularly described in the First Schedule hereinabove written and more particularly shown of the floor plan/s hereto annexed and marked as **Annexure "G"** with red colour boundary lines thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Areas, Limited / Restricted Common Areas and Facilities)

Common Areas & Facilities

1. Entrance Foyer with lobby on ground floor
2. Staircases with landings and lobbies on each floors (except basement floor)
3. Compound open to sky / open spaces BUT excluding open parking areas as also such compound open to sky / open spaces that are allotted by the Developer to purchasers/acquirers thereof including purchasers / acquirers / occupants of ground floor premises
4. Lift and Lift Machine Room, if any

Limited / Restricted Common Areas & Facilities

1. Persons to whom the Developer specifically allots right to park at car parking areas in open compound / basement shall only have exclusively right to use the same.
2. All terraces including pocket terraces and the top terrace will be exclusively used and enjoyed by the Developer or the person to whom the same is expressly allotted by the Developer.
3. All AHU, ACPR, DGR and such other premises shall be exclusively used by the Developer or the person to whom the same is expressly allotted
5. Compound open to sky / open spaces in front of ground floor premises will be exclusively used and enjoyed by purchasers / acquirers / occupants of ground floor premises, when expressly allotted by the Developer.

[Handwritten signatures in blue ink]



SIGNED and DELIVERED
by the within-named "Developer"
M/s. Manratna Developers
through its partner
Nitin Prabhudas Kamdar
Rajesh Harilal Shah
in the presence of

1. *Kamdar*
2. *Desai*

SIGNED and DELIVERED
by the within-named "Confirming Party"
Berjis Minoo Desai
in the presence of

1. *Kamdar*
2. *Desai*

SIGNED and DELIVERED
by the within-named "Purchaser/s"
HOTEL SOUTHSON (PVT) LTD.
through its Managing Director
Mr. K. Kannan Naiker
in the presence of

1. *Kamdar*
2. *Desai*

RECEIVED prior to the execution hereof of and)
from the within-named Purchaser/s a sum of)
Rs.3,50,00,000/= (Rupees Three Crore Fifty Lac)
Only) by cheques (1) for)
Rs.3,10,00,000/- (Rupees Three Crore Ten Lac)
Only) payable in favour of the Developer and)
(2) Rs.40,00,000/- (Rupees Forty Lac Only)
payable to developer on behalf of the Confirming)
Party and Developer has paid it to the Confirming Party through Cheque)
, being the within mentioned full)
consideration amount to be by him/her/them/it paid)
to us.)

WITNESSES:

1. *Kamdar*

2. *Desai*



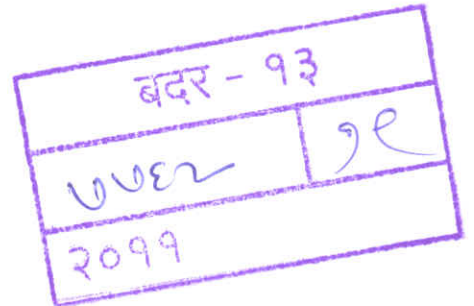
For MAN RATNA DEVELOPERS

PARTNER

PARTNER

for HOTEL SOUTHSON PVT. LTD.

MANAGING Director



) Rs. 3,50,00,000/=

We say received

For M/s. Manratna Developers

Partner/Authorized Signatory
Developer

(Berjis Minoo Desai)
Confirming Party

ANNEXURE "A"

BRIHANMUMBAI MAHANAGARPALIKA

No. CE/3376/BPES/AN

10 APR 2007

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To,

M/s. Hemant Parikh & Associates
Architect
703/704 Krushal Commercial Towers,
Above Soppers Stop, G.M. Road,
Near Amar Mahal Junction, Chembur (W),
Mumbai-400 089.

Sub:- Amended plans for the proposed Shopping mall on plot bearing
CTS No.5244/5256 in village Ghatkopar - Kiroli at Ghatkopar (E).

Ref:- Your letter dt.30.3.2007.


Sir,

I have to inform you that the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the conditions mentioned in this office Intimation of Disapproval under even No. dt. 5.4.2006 and following additional conditions :-

1. That the R.C.C. design and calculations as per the amended plans considering seismic forces should be submitted through the registered Structural Engineer before starting the work.
2. That the extra water and sewerage charges shall be to A.E.W.W. 'N' Ward.
3. That the C.C. shall be got endorsed as per the amended plans.
4. That the requisite fees, premiums, deposits shall be paid.
5. That the revised CFO NOC shall be submitted.
6. That N.O.C. from M.T.N.L. & M/s. Reliance Energy shall be submitted before O.C.C.
7. That N.O.C. from Traffic Police shall be submitted.
8. That N.O.C. from Ch.E.(M&E) for AHU shall be submitted.
9. That alternate source of diesel generator shall be provided before O.C.C.

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

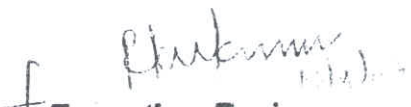
Yours faithfully,


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

Acc : one set of plan

10 APR 2007

Copy forwarded to the owner
M/s. Manratna Developers C.A. to Owner


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

ANNEXURE "A"

D-1494-2004-15,000 Forms.

This I.O.D. is issued subject to compliance of the provisions of U.L. (C&E) Act, 1970.

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346
Form -----
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in replying please quote No.
and date of this letter.

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

CE/ 3376 /BPES/AN

5 APR 2006

No. E.B./CE/

BS/A

of 200 - 200

MEMORANDUM

Municipal Office,

Mumbai200

Mr. Niraj M Patel C.A. to owner

With reference to your Notice, letter No. **1557** dated **24.10.2005** and delivered on **200** and the plans, Sections Specifications and Description and further particulars and details of your buildings at **Prop. commercial bldg. on plot bearing CTS No.5244 TO 5256 at Tilak Road Chakrapar (E).** furnished to me under your letter, dated **200**..... I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:

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

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

ANNEXURE "A"

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of **4 APR 2007**, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

8/04/07
14/08
Executive Engineer, Building Proposals,
Zone, *ES* Words.

SPECIAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ANNEXURE "A"

Brihanmumbai Mahanagar Palika

No.CE/ 3376 /BPES/AN

5 APR 2006

7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.L.R.before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the agreement with existing tenants along with the plans will not be submitted before C.C.
10. That the consent letter from existing tenants for proposed additions/alterations in their tenement will not be submitted before C.C.
11. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc.and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
12. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
13. That the requirements of N.O.C. of Chief Fire Officer / B.S.E.S. Ltd. / Tata Hydro Electric Co. will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
14. That the basement will not comply with the Basement Rules and regulations regarding height, ventilation users, etc and registered undertaking for not misusing the basement will not be submitted before C.C.
15. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No.duly revalidated will not be submitted.
16. That the extra water and sewerage charges will not be paid to Asst.Engineer, Water Works, 'N' Ward before C.C.
17. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
18. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
19. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work
20. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed
21. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted.
22. That the requirement of bye law 4C will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.
23. That the copy of Intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
24. That the N.A. permission from the Collector of Bombay shall not be submitted.

8/04/06
5/4/06
Executive Engineer Building Projects
(Eastern Suburbs.)

ANNEXURE "A"

Brihanmumbai Mahanagarpalika

No.CE/ 3376 /BPES/AN

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25. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
26. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
27. That the carriage entrance shall not be provided before starting the work.
28. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
29. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
30. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts form the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
31. That separate P.R.Cards for each sub-divided plots, road etc.will not be submitted.
32. That the debris will not be removed before submitting the building completion certificate and deposit of Rs.52100/- will not be paid before starting the work towards faithful compliance thereof.
33. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with
34. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
35. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
36. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
37. That the remarks from Asst.Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work willnot be submitted before starting the work and his requirements will not be complied with.
38. That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
39. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
40. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
41. That the N.O.C. from Insecticide Officer shall not be obtained.
42. That the board mentioning the name of Architect/Owner shall not be displayed on site.
43. That the requirements as per circular no. CE/PD/12387 of 17.3.2005 shall not be complied with during the execution of work.
44. That the debris management plan shall not be got approved from S.W.M. Deptt.
45. That registered undertaking for covering of part terraces in lieu of TDR & not misuse of part terrace shall not be submitted.
46. That NOC from Ch.E.(M & E) for providing Central Air Conditioning arrangement for offices shall not be submitted.
47. That repairs to existing buildings shall not be carried out before asking for C.C.
48. That registered undertaking for not sold flat no.101, 102 on first floor and flat no.501 on 5th floor shall not be submitted.

8/04/06
Executive Engineer Building Projects

ANNEXURE "A"

Brihanmumbai Mahanagarpalika

No.CE/ 3376 /BPES/AN

5 APR 2006

बदर - १३

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

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

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

1. That the separate vertical drain pipe, soil pipe with a separate gully tap, water main, overhead tank, etc. for maternity home/nursing home user will not be provided and the drainage systems or the residential part of the building will not be affected.
2. That some of the drains will not be laid internally with C.I. pipes.
3. That the conditions mentioned in the clearance under No.C/ULC/D-XIII/WS-71/2006 dt.13.2.2006 obtained from the competent authority under U.L.C. & R. Act 1976 will not be complied with and fresh ULC order showing revised area under road setback will not be submitted.
4. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
5. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
6. That the existing part well will not be covered with R.C.C. slab.
7. That 10 ft. wide paved pathway upto staircase will not be provided.
8. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. which ever is earlier.
9. That the NOC from E.E.(T & C) for basement parking shall not be submitted.
10. That the undertaking for no nuisance to the existing society members shall be submitted.
11. That no action pending certificate from A.E.(B & F) N ward shall be submitted.
12. That the condition mentioned in the part occupation granted 22.9.1988 u.no. CE/3376/BPES/AN shall not be complied with.
13. That the name plate/board showing plot No. name of the building etc. will not be displayed at a prominent place before O.C.C./B.C.C.
14. That the parking spaces shall not be provided as per D.C. Regulation No.36.
15. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
16. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
17. That three sets of plans mounted on canvas will not be submitted.
18. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
19. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt.

21/4/06
for Executive Engineer (S.W.D.)
(Bastara Sub-Station)

ANNEXURE "A"

Brihanmumbai Mahanagarpalika

No.CE/ 3376 /BPES/AN

5 APR 2006

20. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
21. That the final NOC from S.G. shall not be submitted.
22. That the requisitions of clause No.45 & 46 of D.G.R.91 shall not be complied with.
23. That the infrastructural works such as; construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
24. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
25. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

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

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.
2. That the structure constructed in recreation space for the user of shall not be used only for recreational activity for which it is approved for the bonafide society members.


Executive Engineer
(Building Proposals)(Eastern Suburbs)

ANNEXURE "A"

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No. EB/CE/

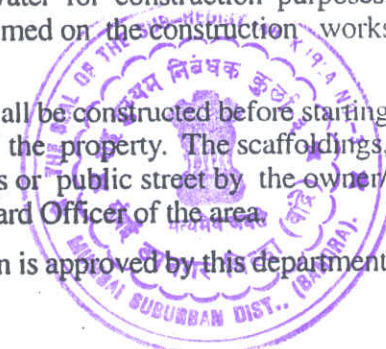
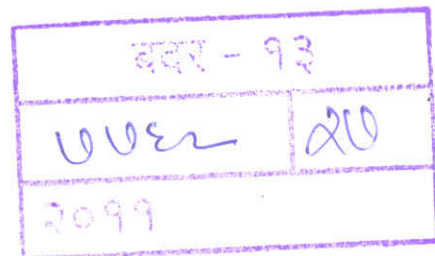
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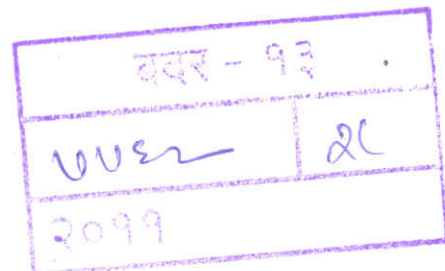
NOTES

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

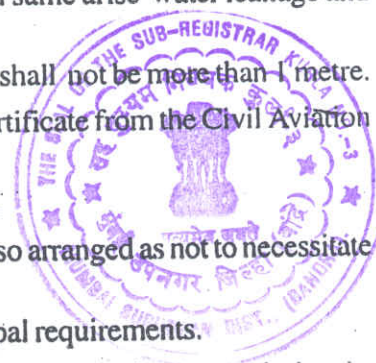


ANNEXURE "A"

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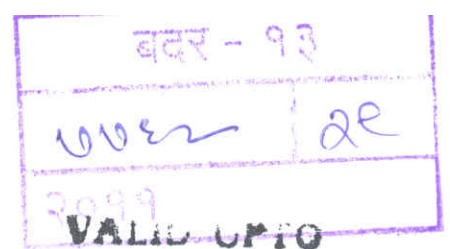


- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without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




 Executive Engineer, Building Proposals
 Zones Wards.

ANNEXURE "B"



Gen. 135 - 2000 - (2)

31 AUG 2008

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
No. CE/ 3376 /BPES/AN

1 SEP 2007

COMMENCEMENT CERTIFICATE

To, M/s. Manratna Developers
Land Owner

Sir,

With reference to your application No. 2158 dt. 17/4/2007 for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. _____ on plot No. _____ C.T.S.No. 5244/5256 Divn/ Village / Town Ghatke Planning Scheme No. _____ situated at Road / Street Ward Ghatke the Commencement Certificate / Building permit is granted on the following conditions :-

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



ANNEXURE "B"

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Cen. No. 15.

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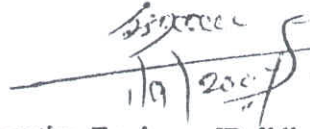
7] The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

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

The C.C. is valid upto 3.1 AUG 2008

up to top of basement as per approved plan dtd. 10/4/2007

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



Executive Engineer [Building Proposal]
Eastern Subs
FOR



ANNEXURE "C"

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| बदर - ९३ | |
| ७७६ | ७९ |
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G. R. R. No. 1010, dated 16-9-20, RULE CARD 6625 C.T. & M.

| | | | | |
|---------------|------|---------------|---|--------------------|
| C.T. & M. No. | 5256 | 2737-07 | C | सि. सन. ५२५४ जामो. |
| | | २२५८५ यो. मो. | | |

The portion of well inside this C.T. & M. is
 Property of the holder of C.T. & M. No. 5256
 Holder in 1954.

[Ghelabhai Poonsey]



| | | |
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| 26-5-54 | म. उपजिल्हाधिकारी मुंबई यांचे कोज नं. ४१११/१५४१ | |
| 8/9-8 | 23-7-54 म. मंत्रालय कोनरीला भातार याचका कोज | प्रती ४४४४ |
| | | ३ जि. को. |
| 26-4-54 | भा. रा. स. ज्या १९५६ च्या वजन मापाचे कायद्यालगत | |
| | स. रा. स. ज्या १९५४ च्या वजना कायद्यानुसार | |
| | व. भा. स. ज्या ताण संख्या कायद्यानुसार खोब | ३४४४ |
| | आकाराचे रूपांतर केले. | वि. गि. वि. भु. भु. |
| | | (६) म. को. |

ANNEXURE "C"

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| ૨૦૧૧ | |

૧૪-૬-૯૫ મુવેડ મહાનગરપાલિકા દ્વારા આપેલ પાઠશાળા સ્કૂલ AFMN
 ની સ્થાપના ન હોય તેમજ સ્કૂલ હોય તો મા. ન. મુ. ન. ૨. ૭
 મા. ન. મુ. ન. ૨. ૭ મા. ન. મુ. ન. ૨. ૭ ની સાથે સ્કૂલ ની સ્થાપના
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૨૫-૨-૯૫ મા. અધિકારક મુનિ જાણીએ મુનિ ઉ. ન. જિ. ધર્મિક
 કાઢીલ ક. ન. મુ. ન. / પાટકોપર / મિલકત પત્રિકા
 પુનઃ ૧૮ બાંદો નિ. ૩૦-૬-૯૮ ગાંધી ય. ન. મુ.
 અ. વ. કાઢીલ યાંત્રે ૧૮-૬-૯૮ ગાંધી ૧૮. ૨૫-૨-૯૫
 અન્વયે ન. મુ. ક. ૧૫૫૬ ની સાથે સ્કૂલ ની સ્થાપના
 પુનઃલેખન કરત મહા ન કાઢી ન. ૧૫૫૬ ન. મુ. ક.
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(પુનઃલેખન યામ-૩: ૫૫૫૬)

2099

, -25,030--12-69-W31)
 R., R. 34, No. 8616, dated 16-1-25.]

C. T. S. 21 e.

PLAIN CARD

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| 9099103 | कांसे रडिकोन पं० मिहकव | मा. 6/2/20 केंद्र मुवा कडिक कनसे रडिकोन रु. 2/1/1 1/8/2015 1/6/15 अवय वारकाप सावलास 9. 11 मरी रोज मुई अनि नान वरु | (पा) रुपम खिव वरंर प्राइम्यस पं० हिस्सा | फे. नो. नं 236 प्रमाणे दिना. 6 17/11/13 व. व. व. कांसे रडिकोन |
| 9099103 | मांरन पं० मिहकव | मा. 6/2/20 मुंवर मुपे तारिख पडिकोन 92/103 दि. 31/10/12 पे. जोनेट प्रमाणे पेंडमिनि रु. 2/1/1 सावलास व. 1/8/2015 दिना. 6/1/15 सावलास | अडामि निरुं 22 1) धनजी लखमजी सावला 2) मुलंयंद लखमजी सावला 3) पिमुश वसमजी सावला | फे. नो. नं 296 प्रमाणे दिना. 6 17/11/13 व. व. व. कांसे रडिकोन पुनवार सिद्ध |
| 9099103 | सिन्मफ डिडने पं० मिहकव | मुल्युफा मोरेट अन्वय वजि/सिद्ध कडिक ददर-3/ 23/10/13 दि. 31/10/13 अवय वारकाप सावलास पुनवार सिद्ध पुनवार सिद्ध | 1) सुनिता रामजी सावला 9192 2) रुपम पिमुश सावला 9127 3) निखत पिमुश सावला 9128 4) धनजी लखमजी सावला 9192 5) संजिवि मुलंयंद सावला 9192 6) विवेक इरु 9192 7) सुशिला हरिनाथ सावला 9127 8) विपुल हरिनाथ सावला 9128 | फे. नो. नं 296 प्रमाणे दिना. 6 17/11/13 व. व. व. कांसे रडिकोन पुनवार सिद्ध |

ANNEXURE "C"

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| बंदर - १३ | |
| ७७६ | ३० |
| २०११ | |

३०/१०/०६ मा. सहस्रमुख निबंध मेसर्स मनरत्ना डेवरापरीमो.
 कुला-१ मु. उपनगर भागीदार १) पराग के. शाह
 माये कडिग/वसि/ख/ २) नितीन पी. कामरा
 ख/कु बंदर-३/१५५५
 २००६/दि. ११/१०/०६
 व. मा. नमुनघाटकापर
 माये कडिग भादशाक.
 मभूमघाट/घाकि/मभूम.
 परकडेते परपद/२००६
 दि. ३०/१०/०६ ये.
 मोदशान्देखे खरेदी
 दासोमे जाव दाखल.
 खरेदी देगाश् खलम
 इट्टमाईमेम व मुतिग
 वा सादना व इतर-७
 मायो मेवे कमी.

फोनो न.
७३६

लाही ३०/१०/०६

म. सू. अ.
महादकोपर



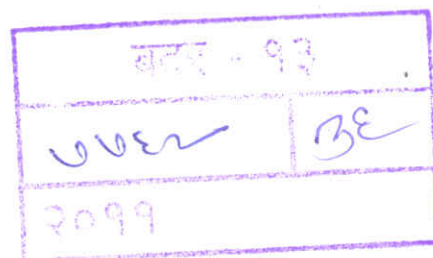
अर्थ कमान employe. १६/११/०६
 बंदर-३ २००=०० १६/११/०६
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 ... १६/११/०६
 ... १६/११/०६

महानगर निबंध
 महामेव बंदरे
 महानगर निबंध

Owners: M/s. Manratna Developers

1. Pursuant to the request of M/s. Manratna Developers (Owners), we have gone through their title in respect of the above-referred property (hereinafter referred to as the "said property") and as regards the same our findings are as under:
- a. Prior to 27th July, 1957, one Ghellabhai Punsey alias Poonsey was owner the said property.
- b. Said Ghellabhai Punsey alias Poonsey died at Durgapur in the District of Kutch Mandvi on 27.7.1957 leaving his last Will and Testament dated 6.12.1956, wherein he appointed Shri Jagjivan Morarji Shah & few others as executors. Said Jagjivan Morarji Shah & Ors. obtained from the High Court of Judicature at Bombay, Probate dated 3.11.1958 of the said last Will & Testament of late Shri Ghellabhai Punsey alias Poonsey in Petition No.228 of 1958.
- c. By his said last Will & Testament dated 6.12.1956, late Shri Ghellabhai Punsey alias Poonsey directed the executors, said Shri Jagjivan Morarji Shah & Ors., to divide and distribute the said property between his two sons, Premji Ghellabhai & Lakhamshi Ghellabhai and accordingly, by an Indenture of Transfer dated 19.4.1971 executed between said Shri Jagjivan Morarji Shah & Ors, the surviving executors under the said last Will & Testament dated 6.12.1956, therein called the Transferors of the One Part and (1) Premji Ghellabhai and (2) Lakhamshi Ghellabhai, therein called the Transferees of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.R/1762 of 1971 on 25.4.1986, the Transferors therein transferred and conveyed the said property as executors and trustees of late Shri Ghellabhai Punsey alias Poonsey to and in favour of said Premji Ghellabhai & Lakhamshi Ghellabhai absolutely as tenants in common in equal share as more particularly recorded in the said Indenture of Transfer.
- d. Thereafter by Agreement dated 28.4.1986 executed between said Premji Ghellabhai, therein called the Vendor of the One Part and M/s. Rushabh Rikhav Enterprise, (hereinafter referred as "said RRE"), therein called the Purchasers of

ANNEXURE "D"



Anoj & Ashok Associates
Advocates & Solicitor

Continuation Sheet

the Other Part, said Premji Ghellabhai agreed to sell and transfer his one half undivided share right title and interest in the said property to said RRE at or for the price and upon the terms and conditions recorded therein, however some disputes arose between the parties to the said agreement and said RRE filed a suit being H. C. Suit No.1420 of 1986 against said Premji Ghellabhai, which suit was then settled and consent terms dated 16.6.1986 came to be filed therein. The Hon'ble High Court also accepted the said consent terms and a Consent Decree came to be passed in favour of said RRE by the High Court of Judicature of Bombay on 16.6.1986 in the aforesaid Suit. It has been recorded in the said Consent Decree that it shall operate as Conveyance of one half share in the said property belonging to said Premji Ghellabhai to and in favour of said RRE. In the circumstances aforesaid said RRE became entitled to undivided one half share in the said property.

- e. Said Lakhamshi Ghellabhai (who was holding the remaining one half share in the said property) died at Mumbai on or about 6.11.1984 leaving his last Will & Testament dated 23.6.1984, whereby he appointed Dhanji Lakhamshi Sawla and few others as executors.
- f. By his said last Will & Testament dated 23.6.1984, late Shri Lakhamshi Ghellabhai as more particularly provided in clause 6 read with clause 11 thereof, bequeathed his undivided share in the said property i.e. to say one half share in the said property to (1) Sunil Ramji Sawla, (2) Rushabh Piyush Shah alias Sawla, (3) Rikhav Piyush Shah alias Sawla, (4) Dhanji Lakhamshi Sawla, (5) Sanjiv Mulchand Sawla, (6) Dhanji Lakhamshi Sawla, Mulchand Lakhamshi Sawla & Piyush Vasanji Shah alias Sawla (as trustees of a private trust namely "Virendra Trust"), (7) Vipul Harilal Shah and (8) Rajesh Harilal Shah in certain proportions. However, pending issue of probate of the said last Will & Testament, Shri Rajesh Harilal Shah, who was a bachelor, died intestate on 18.12.1998 leaving behind him, his mother, Smt. Sushila Harilal Shah, as his only heir and legal representative according to law by which he was governed at the time of his death.
- g. By an Agreement dated 2.7.1986 made and executed between said Shri Dhanji Lakhamshi Sawla & Ors, the executors and trustees named in the last Will & Testament dated 23.6.1984 of late Shri Lakhamshi Ghellabhai of the One part and said RRE of the Other Part, it was inter-alia agreed that said RRE will be entitled to develop the said property upon certain terms and condition recorded therein.
- h. (1) Sunil Ramji Sawla, (2) Dhanji Lakhamshi Sawla, (3) Sanjiv Mulchand Sawla, (4) Vipul Harilal Shah and (5) Smt. Sushila Harilal Shah, being the legatees and beneficiaries under the said last Will & Testament of late Shri Lakhamshi Ghellabhai, entitled to certain share in the said property, were partners in said RRE and they introduced their respective share in the said property in the partnership firm, namely said RRE, as their capital contribution. In the

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ANNEXURE "D"

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Manoj & Ashok Associates
Advocates & Solicitor

Continuation Sheet

circumstances aforesaid, said RRE became entitled to undivided 5/6th share in the said property.

- i. By three separate Agreements for Sale two dated 18.2.1988 and third dated 19.2.1988 said Shri Dhanji Lakhamshi Sawla & Ors, as the executors and trustees named in the last Will & Testament dated 23.6.1984 of late Shri Lakhamshi Ghellabhai agreed to sell undivided shares of (1) Rushabh Piyush Shah alias Sawla, (2) Rikhav Piyush Shah alias Sawla and (3) Dhanji Lakhamshi Sawla, Mulchand Lakhamshi Sawla & Piyush Vasanji Shah alias Sawla (as trustees of a private trust namely "Virendra Trust") respectively in the said property to said RRE at or for the price and upon the terms and conditions recorded therein. Said RRE paid the entire consideration / price agreed to be paid under the said three agreements, however conveyance of their respective shares in the said property was not executed in favour of said RRE.
- j. In the circumstances said RRE herein became entitled to the said property as owner thereof.
- k. In pursuance of T. & I. J. Petition No.12 of 1987 filed with the High Court of Judicature at Bombay, Probate dated 31.10.2002 of the said last Will & Testament of late Shri Lakhamshi Ghellabhai has been granted unto the said Dhanji Lakhamshi Sawla & Ors., being the surviving executors under the said last Will & Testament.
- l. Thereafter by a Deed of Transfer dated 31.3.2003 executed between said Shri Dhanji Lakhamshi Sawla & Ors, the surviving executors under the said last Will & Testament dated 23.6.1984, therein called the Transferors of the One Part and (1) Sunil Ramji Sawla, (2) Rushabh Piyush Shah alias Sawla, (3) Rikhav Piyush Shah alias Sawla, (4) Dhanji Lakhamshi Sawla, (5) Sanjiv Mulchand Sawla, (6) Dhanji Lakhamshi Sawla, Mulchand Lakhamshi Sawla & Piyush Vasanji Shah alias Sawla (as trustees of a private trust namely "Virendra Trust"), (7) Vipul Harilal Shah and (8) Sushila Harilal Shah, hereinafter referred to as "**said Sunil Ramji Sawla & Ors.**", therein called the Transferees of the Other Part and registered with the Sub-Registrar of Assurances at Chembur (Bandra) under Serial No.BDR-3/2347 of 2003 on 1.4.2003, the Transferors therein transferred and conveyed the one half share in the said property as executors and trustees of late Shri Lakhamshi Ghellabhai to and in favour of the said Sunil Ramji Sawla & Ors., absolutely in certain proportions more particularly recorded in the said Deed of Transfer.
- m. Said RRE has partly developed the said property by constructing a building known as "MEGH RATAN" consisting of 6 shops on ground and 21 flats on seven upper floors, by consuming FSI of approximately 1522.51 sq. meters or thereabouts as per approved building plans. By various Ownership Agreements for Sale executed by said RRE in favour of various persons (hereinafter called the "**said Ownership Agreements for Sale**"), said RRE agreed to sell all the said 6 shops and 15 flats out of the said 21 flats on ownership basis to various persons

182

ANNEXURE "D"

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Advocates & Solicitor

Continuation Sheet

and the remaining 6 flats being flat Nos.101, 102, 103, 501, 601 and 602 were retained by said RRE to themselves and the same would be sold by them to any person/s on such terms and conditions as said RRE deems fit and proper.

- n. Under the said Ownership Agreements for Sale, said RRE had disclosed to various purchasers, that said RRE was developing the said property in phase wise manner and it was also agreed that upon completion of development of the entire project, the Company or the Society was to be formed and thereafter, within four months of formation of such society, said RRE was to convey the said property unto such society. Though till date the said property is not fully developed and the project is not yet complete, various owners, purchasers and acquirers of shops, flats and premises in the said Megh Ratan building have formed and registered themselves into a Co-operative Housing Society namely, Megh Ratan Co-operative Housing Society Limited under registration No.MUM/WN/HSG/TC/9016/2004-2005/YEAR-2004 dated 14.5.2004 (the "**said Society**") to which said RRE had objected.
- o. Apart from the said building known as Megh Ratan, there were three other structures on the said property (hereinafter referred to as the "**said old structures**") consisting of several rooms / tenements and toilet block, all of which have been let out to various tenants. Rent in relation to all the tenanted premises in the said old structures have had been collected by said RRE and or its successors in title. Said RRE and or its successors in title from time to time also accepted surrender of tenancy rights in relation to various tenanted premises in the said old building/s / structure/s.
- p. By Development Agreement dated 8th June 2004 entered into between said RRE, therein called as the Owners of the First Part, said Sunil Ramji Sawla & Ors., therein called as the Confirming Parties of the Second Part and M/s. Neelkanth Mansions Pvt. Ltd., hereinafter called "**said Neelkanth**", therein called as the Developer of the Third Part, the original of which is annexed to the Deed of Confirmation dated 18.2.2005, which has been registered with the Sub-Registrar of Assurances at Kurla (Chembur) under Serial No.BDR-3/1178 of 2005 on 18.02.2005, said RRE with the consent of said Sunil Ramji Sawla & Ors., granted development rights in respect of the said property to and in favour of said Neelkanth at or for certain consideration and upon certain terms and conditions recorded therein (hereinafter referred to as the "**said Development Agreement**"). Though Neelkanth has paid to said RRE the entire price / consideration payable under the said Development Agreement, no conveyance of the said property has been executed in favour of said Neelkanth and said RRE continued to be the legal owners of the said property and further that at the relevant time, in the revenue records the said property stands in the names of RRE and said Sunil Ramji Sawla & Ors. as owners/holders thereof.
- q. Further by a Deed of Conveyance dated 21st June 2006 registered with the Sub-Registrar of Assurances at Bandra (Kurla) under Sr. No.BDR-3-4540 of 2006 on 18.7.2006 and executed by said RRE, therein called the First Vendor of the First

ANNEXURE "D"

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Manoj & Ashok Associates
Advocates & Solicitor

Continuation Sheet

Part, said Sunil Ramji Sawla & Ors., therein called the Second Vendors of the Second Part, said Neelkanth, therein called the Confirming Party of the Third Part and the Owners herein, therein called the Purchasers of the Fourth Part, said RRE, said Sunil Ramji Sawla & Ors. and said Neelkanth have absolutely sold, transferred, assigned and conveyed the said property in favour of the Owners, at or for the consideration mentioned therein free from all encumbrances and with marketable title but said RRE had retained unto itself entire right, title and interest in relation to the said Megh Ratan building and particularly in respect of unsold flats Nos.101, 102, 103, 501, 601 and 602 and subject to the right, title and interest of other acquirers and purchasers of various shops, flats, etc. in the said Megh Ratan building under the said Ownership Agreements for Sale. Under the said Deed of Conveyance, Manratna Developers took over obligation of said RRE as regards executing proper Deed of Conveyance of the said property and/or relevant part thereof in favour of the said Society along with other society / societies, if any formed and registered in respect of other buildings / extension of said Megh Ratan building that would be constructed on the said property as agreed under the said Ownership Agreements.

- r. The Assistant Engineer (Development Plan), Mumbai Suburban BMC has issued D. P. remarks under No.CHE/922/DPES of 29/10/2005 stating that the said plot of land comprised in the above mentioned property is falling in residential zone and that it is not reserved for any public purpose except for widening, if any, of the existing roads and their junction and further that the same is affected by well.
2. The Owners have informed us that they are developing the said property by demolishing the said old structures consisting of several rooms / tenements and toilet block, all of which are let out to various tenants, (but retaining the said Megh Ratan Building as it is) and constructing in its place, on the said property, new multi storied commercial building/s in accordance with approved building plans and specifications.
3. Pursuant to application of the Owners, the building plans for construction of the new commercial multi storied building/s are approved by the Executive Engineer, Building Proposal, (Eastern Suburb), MCGM, vide his IOD letter bearing No.CE/3376/BPES/AN dated 5.4.2006 and Commencement Certificate for construction of the new commercial multi storied building has also been granted by the Executive Engineer-Building Proposal (Eastern Suburbs) of Municipal Corporation of Greater Bombay vide its letter bearing No. CE/3376/BPES/AN dated 1.7.2007.
4. The said plot not being vacant land within the meaning of provisions of Urban Land (Ceiling and Regulation) Act, 1976, no permission of the Additional Collector and Competent Authority, (ULC), Greater Bombay, is required.
5. We have perused search notes and report of search clerk, Mr. N. D. Rane, in relation to searches taken by him at the offices of Sub-Registrars of Assurances at Bombay, Bandra, Chembur & Nahur for the period from 1978 to 2007 (30 years) and we have not come across any encumbrances affecting the said property.

ANNEXURE "D"

Manoj & Ashok Associates
Advocates & Solicitor

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Continuation Sheet

6. We have issued public notice in newspapers inviting claims or objections to or against the said property, which notice is published in Free Press Journal, an English daily and Navashakti, a Marathi daily, both of 12th December, 2007. Pursuant to the notice published in Free Press Journal, we have received a letter dated 22nd December 2007 from the said Society claiming that immediately upon formation of the said Society, the said property is vested in the said Society and the Owners have no right to develop the said property. There are several correspondences since 2006 between the said Society, its lawyer on the one side and the Owners and us, as their Advocates & Solicitors on the other side. However, the said Society has neither instituted legal proceedings nor obtained any injunction or other relevant order/s restraining the Owners from developing the said property or otherwise howsoever.
7. As mentioned hereinabove, under the said Ownership Agreements for Sale, said RRE had disclosed that said RRE was developing the said property in phase wise manner and it was also agreed that upon completion of development of the entire project, the company or society was to be formed and thereafter within four months, the said property was to be conveyed unto such company/society. Though the said property is not fully developed, the said Society was formed / registered with non-cooperation of said RRE and upon such formation / registration of the said Society, but pending the entire development of the said property, the said Society claims ownership of entire property.
8. We have considered the fact that the predecessors in title of the Owners since beginning and later in recent past the Owners have continued to collect rent from the tenants of the said old structures standing on the said property and also accepted from time to time surrender of tenancy rights from the tenants of various tenanted premises therein. Society neither can nor has expressly claimed any right title or interest in relation to the said old structures, various tenanted premises therein and or rental income thereof, which also forms part of the said property, in place whereof the new building is being constructed. Considering the facts of the present matter we feel that the provisions of MOFA must be interpreted harmoniously and upon doing so in our opinion the claim of the said Society can not stand in way of the Owners developing the said property by consuming available balance FSI/FSA thereon in accordance with D. C. rules and regulations for the time being in force.
9. Perusing copy of the CTS property card produced before us we have found that in the revenue records being City Survey and Land Records, Mumbai Suburban (CTS property cards), name of M/s. Manratna Developers is shown as holder / owner in respect of the said property.
10. Shri Prakash Champaklal Kamdar and Rajesh Harilal Shah partners of the Owners, M/s. Manratna Developers, have also made their declaration of even date to the effect that above property belongs to the Owners, as stated herein and that the same is free from all encumbrances, mortgages, charges, litigations (except litigation with tenant/s of one of the said old structures standing on the said property) and attachments either before or after judgment.

(Signature)

ANNEXURE "D"

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Manoj & Ashok Associates
Advocates & Solicitor

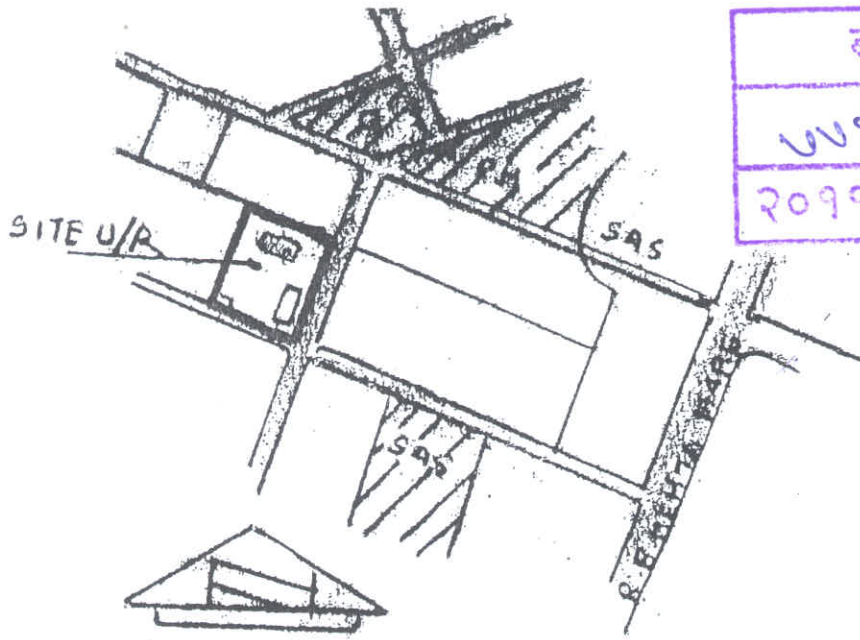
Continuation Sheet

11. In view of the aforesaid and subject to what is stated hereinabove, we are of the opinion that the Owners, M/s. Manratna Developers are owners of the said property holding the said property free from all encumbrances and with approval of building plans and specifications by BMC and other concerned departments, the Owners can construct the said multi storied building/s on the said property and sell the premises comprised therein and also enter into agreements with purchasers of such premises and to receive the sale proceeds in respect thereof.

Dated this 29th day of January, 2008

Manoj Dedhia
Manoj Dedhia
Manoj & Ashok Associates
Advocates & Solicitors

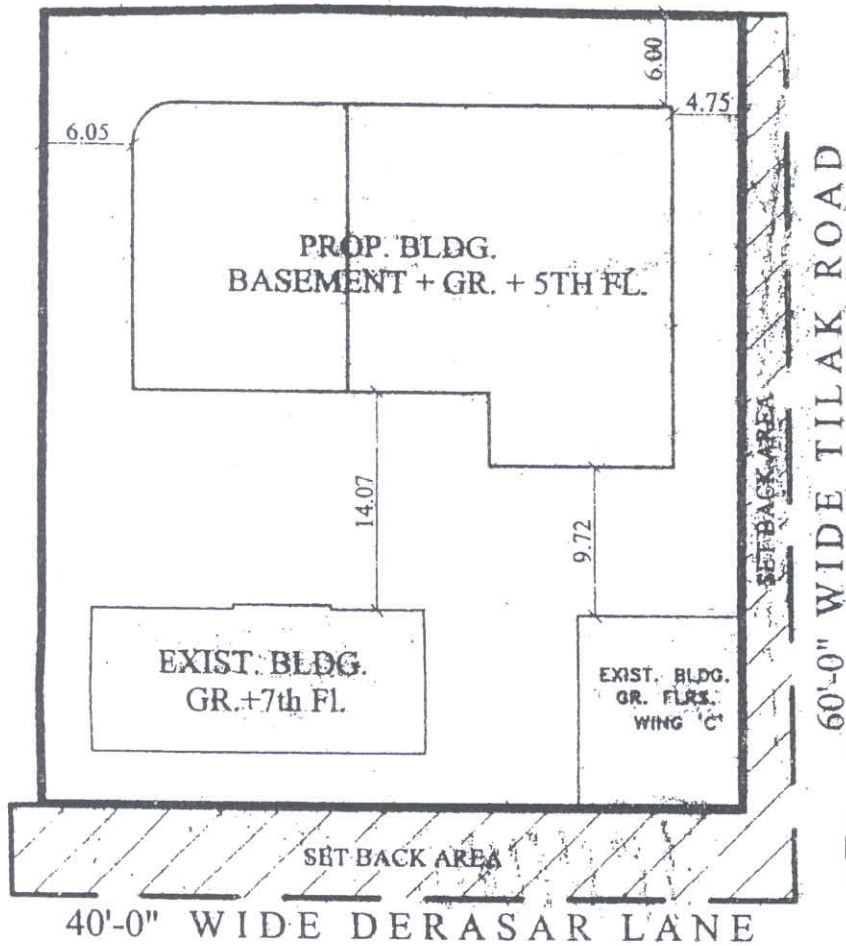




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LOCATION PLAN

SCALE 1:4000



BLOCK PLAN

SCALE 1:500

10 APR 2007

approved subject to the conditions mentioned
in this office No./ CE/ 3376 RESIDIAN

[Signature]
S.E.B.P. (N)

[Signature]
Executive Engineer Bldg. Prop. (E/S)

PROFORMA 'A'

ANNEXURE 'E'

BRIHANMUMBAI MAHANAGARPALIKA

No. CE/3376/BPES/AN

2009, बंदर - ९३

To,
M/s. Man Ratna Developers
12th floor, Krushal Tower,
M.G.Road, Chembur,
Mumbai-400 089.

Sub:- Full Occupation permission to the proposed redevelopment of Commercial building on plot bearing CTS No.5244 to 5256 of village Ghatkopar-Kirol, Ghatkopar (E).

Sir,

The full development work of redevelopment of Commercial building comprising of Gr. + 1+ 2nd (Pt) + 3 to 5th upper floors situated on plot bearing CTS No.5244 to 5256 at Tilak Road, Ghatkopar (East) is completed under the supervision of Licensed Architect Shri Hemant Parikh having License No.85/11569 and Structural Engineer Shri S.R. Mahimtura having License No. STR/39 and Site Supervisor Shri Mahesh K. Pandya having License No. P/239/SSII may be occupied on the following conditions.

1. That Certificate under Sec. 270-A of Mumbai Municipal Corporation Act shall be submitted within three months.
2. That the structure constructed in recreation space for the user of shall not be used only for recreational activity for which it is approved for the bonafide society members.

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

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

Yours faithfully,

Sd/-
Executive Engineer
(Building Proposals)(E.S.)

23 JUL 2009

Copy forwarded for information to the Architect
Shri Hemant Parik and Associates.

Shri Hemant Parik
E.E.(B.P.)E.S.

Annexure - "F"

वर्ग - १३

७७६

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सत्यमेव जयते

- : नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक : समुसम/डब्ल्यु-एन/जीएसएन/[ओ]/८३३०/२००९-१०/सन २०१०
दिनांक :- ४.३.२०१०

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की,

" मनरत्न विज्ञानेन पार्क प्रिमावलेत को.ऑप.सो. लि. "
देरातर लेन, टिबो रोड, घाटकोपर [पूर्व] मुंबई-७७

ही संस्था महाराष्ट्र राज्य सहकारी संस्थांचे अधिनियम, १९६० मधील
(सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये
नोंदण्यात आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२(१) अन्वये व महाराष्ट्र
राज्य सहकारी संस्थांचे नियम, १९६१ मधील नियम क्रमांक १०(१) अन्वये
संस्थेचे वर्गीकरण " त्वं ताधारण संस्था "

असून उप-वर्गीकरण " द्वार संस्था "

आहे.

कार्यालयीन मोहर



सही

[विशाल गावडे]

हुद्दा

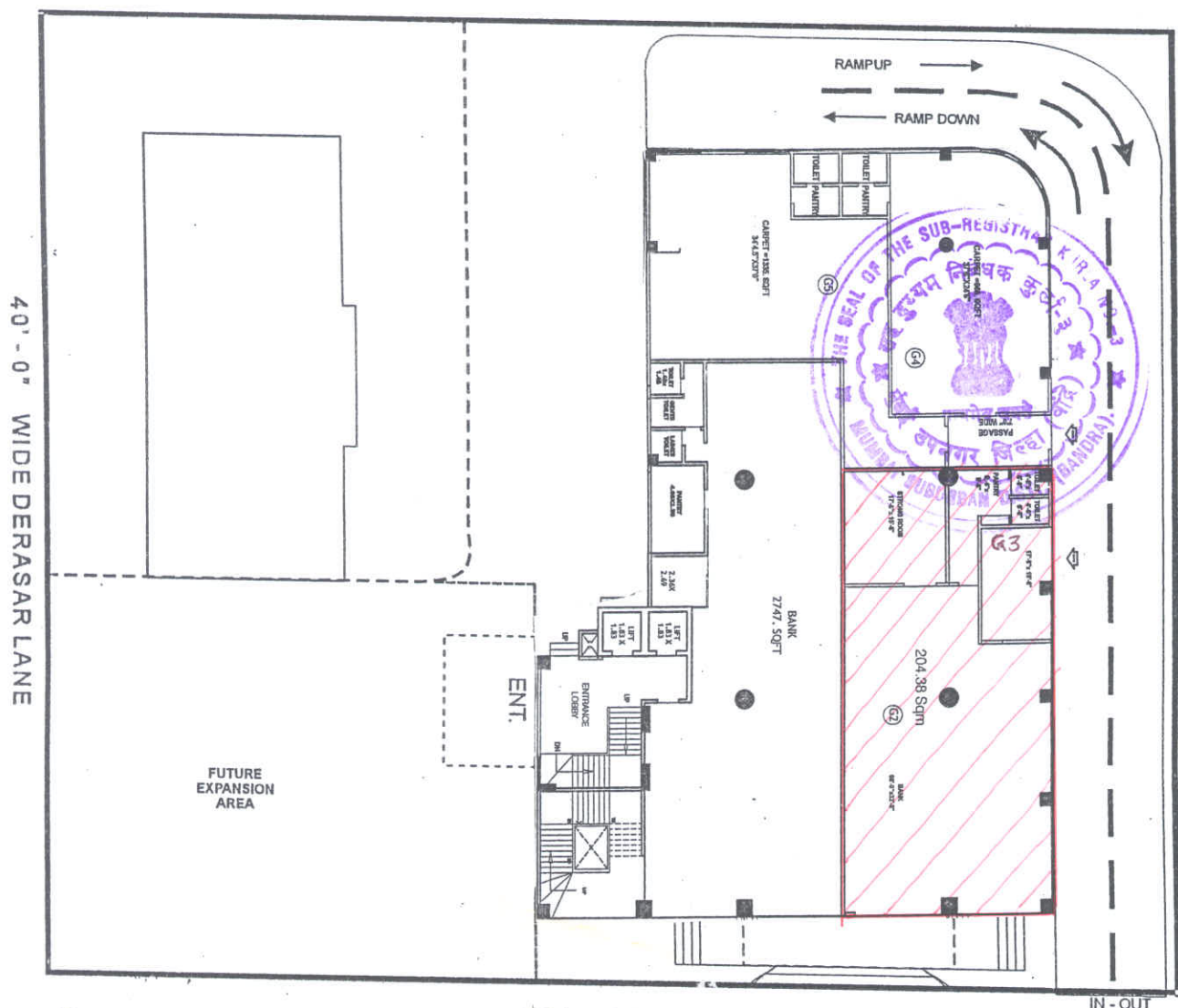
उपनिबंधक
सहकारी संस्था, एन-विभाग
मुंबई

मुंबई : कोकण भावन

दिनांक : ४ / ३ / २०१०

2099

GROUND FLOOR PLAN



60' - 0" WIDE TILAK ROAD
For MAN RATNA DEVELOPERS

N p kardan

PARTNER

Partner

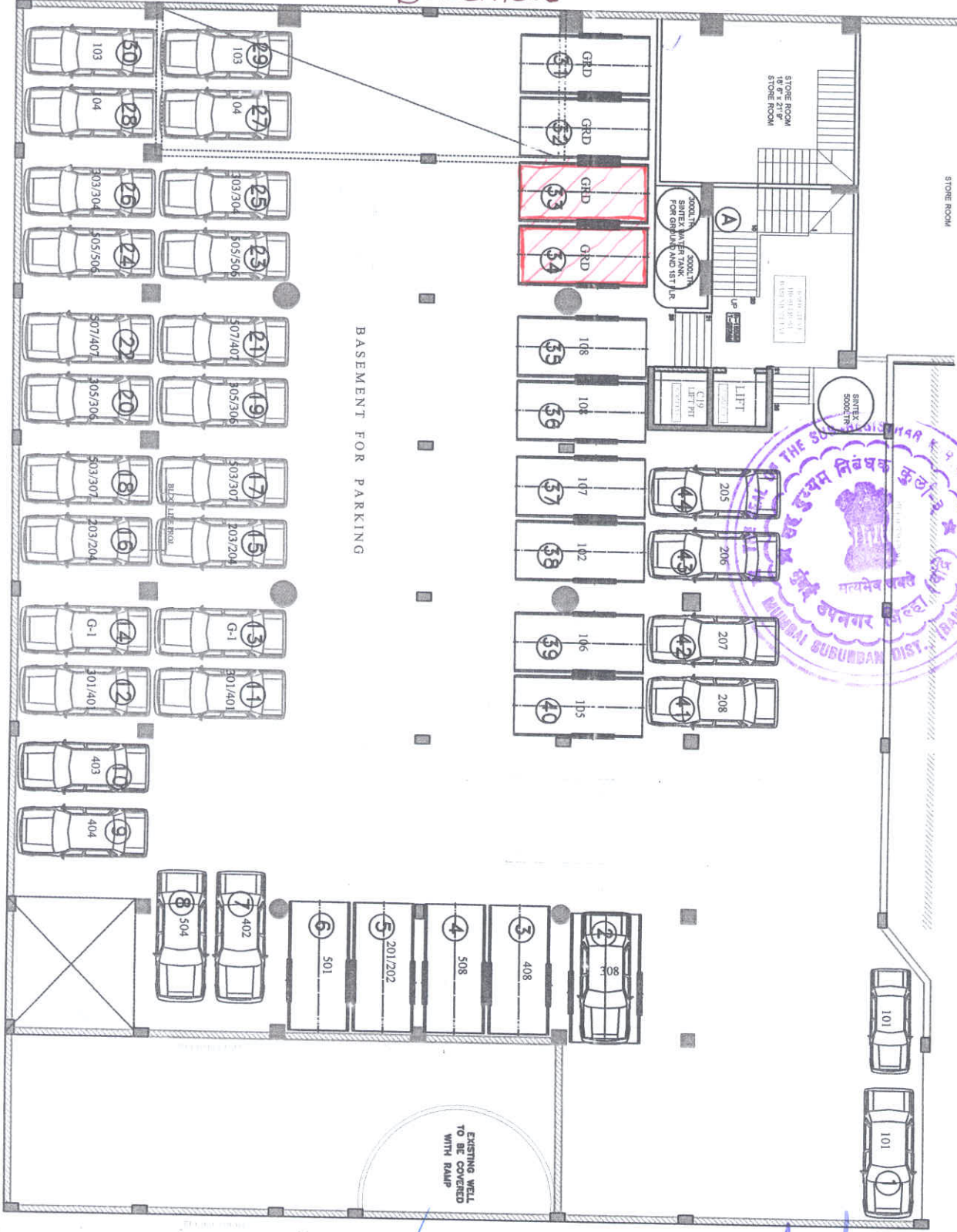
STORE / SHOP / OFFICE NO. 62893 ON Ground FLOOR
CARPET AREA 2193 SQ. FT. TOGETHER WITH CAR PARKING NO. 33834

* PLANS & SIZES ARE SUBJECT TO MINOR MODIFICATION AS PER APPROVAL & SITE CONDITION.

BUSINESS PARK

2099

Basement



STORE / SHOP / OFFICE NO. _____ ON _____ FLOOR
CARPET AREA _____ SQ. FT. TOGETHER WITH CAR PARKING NO. 33 & 34

* PLANS & SIZES ARE SUBJECT TO MINOR MODIFICATION AS PER APPROVAL & SITE CONDITION.

ANNEXURE 'H'

| | |
|----------|----|
| बदर - १३ | |
| ११६ | १० |
| २०११ | |

AMENITIES

- ☐ RCC FRAME STRUCTURE.
- ☐ AUTOMATIC BRANDED LIFTS.
- ☐ DECORATIVE LOBBY & PASSAGE.
- ☐ VITRIFIED FLOORING + SKIRTING.
- ☐ DESIGN TILE IN TOILETS WITH CONCEALED PLUMBING.
- ☐ GOOD QUALITY WINDOWS.
- ☐ P. O. P. / GYPSUM ON WALLS.
- ☐ ISI MARK ELECTRICAL WIRING / CABLING / MODULAR SWITCHES.
- ☐ ADEQUATE ELECTRICAL POINTS.
- ☐ DESIGNER / DECORATIVE MAIN DOOR.
- ☐ PLASTIC / LUSTER PAINTING.



Sh. Kpk

Handwritten signature and initials.

Hotel Southson Pvt. Ltd.,

बदर - १३

७७६२

४८

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS
OF HOTEL SOUTHSON (P) LIMITED HELD ON 2ND SEPTEMBER 2011 AT 10.00 A.M AT M/s. HOTEL
SOUTHSON (P) LIMITED, A/4, BHARATHI STREET, SWARNAPURI, SALEM - 636 004.

" RESOLVED TO PURCHASE COMMERCIAL PREMISES SITUATED AT MANRATNA BUSINESS PARK,
G2 & G3, GROUND FLOOR, JUNCTION OF DERASAR LANE & TILAK ROAD, GHATKOPAR (EAST),
MUMBAI - 400 077. AD MEASURING 2200 SQ.FT. (204.38 SQ. MTRS.) CARPET AREA SURVEY
NO.256 & 257, CTS NO.5244 TO 5256 OF VILLAGE GHATKOPAR, TALUKA KURLA, MUMBAI
SUBURBAN."



" RESOLVED FURTHER THAT MR.K. KANNAN, MANAGING DIRECTOR OF THE COMPANY IS
HEREBY AUTHORISED TO DO ALL ACTS AND SIGN ALL SUCH PAPERS AS MAY BE REQUIRED IN
CONNECTION WITH PURCHASE AND SUCH OTHER DOCUMENTATIONS AND TO APPEAR BEFORE
SUCH COMPETENT AUTHORITIES AS MAY BE REQUIRED FOR COMPLETING OF THE PURCHASE
AND TRANSFER OF THE SAID PREMISES IN FAVOUR OF COMPANY."

/ CERTIFIED TRUE COPY /

For HOTEL SOUTHSON (P) LTD


DIRECTOR.

A/4, Bharathi Street, Swarnapuri, Salem - 636 004. Ph : 0427 - 2448702, Fax : (91) - 0427 - 2446996
e-mail : info@hotelsalemcastle.com
web : www.hotelsalemcastle.com

| | |
|----------|----|
| बदर - १३ | |
| ७७६२ | ४८ |
| २०११ | |



लक्षादाता के आले में
P/c. Payee

मांगे जाने पर

***** Not Over INR. 30,000.00 *****

₹ 30,000 Demand Pay

SALEN

19-09-2011

या उनके आदेश पर प्राप्त मूल्य के लि
or Orde

रुपये/Rupees

JOINT SUB REGISTRAR KURLA I M.S.D

Thirty Thousand only



AB/DD/COM/AR

[0755] SERVICE CENTRE MUMBAI

अदा करें

For Value Received

रु. ~~Rs~~ *****30,000.0

बदल लक्ष्मी बैंक For Andhra Bank

BADDU LAHORI

427634

बी/B-328

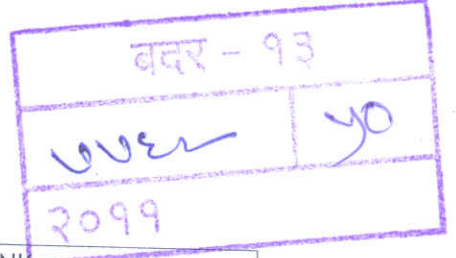
प्रति हस्ताक्षरित/ Countersigned


प्रबंधक/ Manager

पि. सीतारामय
P. SEETHARAM
S-1264

⑈ 4 2 7 6 3 4 ⑈ 0000 1 1000 ⑈

16



| | |
|---|---|
|  | <p>ANDHRA BANK ANDHRA BANK (A Govt. of India Undertaking) NARASU'S ARCADE, II AGRAHARAM SALEM BRANCH. CHENNAI ZONE Phone No: 0427-2267643/ 44: Fax No: 0427-2267644 E Mail : bmche500@andhrabank.co.in</p> |
|---|---|

Date 19-09-2011.

TO WHOM IT MAY CONCERN



This is to confirm that a Demand Draft No 427634 has been issued in favour of Joint Sub Registrar Kurla I.M.S.D. for a sum of Rs30,000/- (Rupees Thirty Thousand only) dated 19-09-2011. The said amount was funded a/c 050011011013038 belonging to M/S Hotel Southson Pvt Limited.

This letter is issued as per the customer request and without any responsibility on part Of Andhra Bank or Any of its employees.

Yours sincerely,

कृते आंध्रा बैंक / For ANDHRA BANK

पि. सीतारामय्या P. SEETHARAMAIAH
वरिष्ठ शाखा प्रबंधक, सेलम शाखा.
Senior Branch Manager, Salem Branch.



बिंधा बैंक ANDHRA BANK

मि जाने पर
On Demand Pay

रुपये/Rupees

बिंधा बैंक
ANDHRA BANK
B/DD/COM/AR

1 SERVICE CENTRE MUMBAI

***** Not Over INR. 8,50,010.00 *****

SALEM

THANE BHARAT SAHAKARI BANK LTD A/C STAMP DUTY

19-09-2011

या उनके आदेश पर प्राप्त मूल्य के लिए
or Order

Eight Lakh Fifty Thousand Ten only

For Value Received

BADDU LAKH
बो/B-328

427632

प्रति हस्ताक्षरित/Countersigned

रु.
*****8,50,010.00

बिंधा बैंक For Andhra Bank

प्रबंधक/Manager

9
7
6
5
4
3
2
1

"4 2 7 6 3 2" 0000 1 10000

16

वि. सीतारामय्या
P. SEETHARAMAIAH
S-1264



बिंधा बैंक ANDHRA BANK

मि जाने पर
On Demand Pay

रुपये/Rupees

बिंधा बैंक
ANDHRA BANK
B/DD/COM/AR

1 SERVICE CENTRE MUMBAI

***** Not Over INR. 9,00,000.00 *****

SALEM

THANE BHARAT SAHAKARI BANK LTD A/C STAMP DUTY

19-09-2011

या उनके आदेश पर प्राप्त मूल्य के लिए
or Order

Nine Lakh only

For Value Received

BADDU LAKH
बो/B-328

427633

प्रति हस्ताक्षरित/Countersigned

रु.
*****9,00,000.00

बिंधा बैंक For Andhra Bank


प्रबंधक/Manager

8
7
6
5
4
3
2
1

"4 2 7 6 3 3" 0000 1 10000

16

वि. सीतारामय्या
P. SEETHARAMAIAH
S-1264

| | |
|---|--|
|  | ANDHRA BANK (A Govt. of India Undertaking) NARASU'S ARCADE, II AGRAHARAM SALEM BRANCH. CHENNAI ZONE Phone No: 0427-2267643/ 44: Fax No: 0427-2267644 E Mail : bmche500@andhrabank.co.in |
| | |
| | |

| | |
|----------|----|
| बदर - ९३ | |
| ७७६२ | ५२ |
| २०११ | |

Date 19-09-2011.

TO WHOM IT MAY CONCERN

This is to confirm that a Demand Draft No 427633 has been issued in favour of Thane Bharat Sahakari Bank Ltd A/c Stamp duty for a sum of Rs9,00,000/-(Rupees Nine lakh only) dated 19-09-2011. The said amount was funded a/c 050011011013038 belonging to M/S Hotel Southson Pvt Limited.



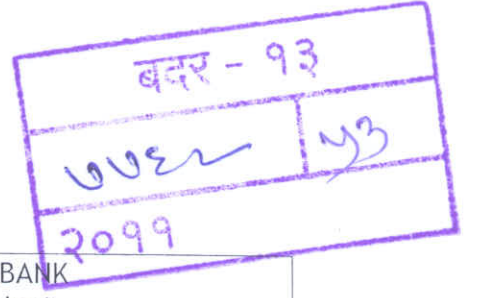
This letter is issued as per the customer request and without any responsibility on part Of Andhra Bank or Any of its employees.


Yours sincerely,

कृते आंध्रा बैंक / For ANDHRA BANK

पि. सीतारामय्या P. SEETHARAMAIAH
 वरिष्ठ शाखा प्रबंधक, सेलम शाखा.
 Senior Branch Manager, Salem Branch.





| | |
|---|--------------------------------------|
|  | ANDHRA BANK ANDHRA BANK |
| | (A Govt. of India Undertaking) |
| | NARASU'S ARCADE, II AGRAHARAM |
| | SALEM BRANCH. CHENNAI ZONE |
| Phone No: 0427-2267643/ 44: Fax No: 0427-2267644 | |
| E Mail : bmche500@andhrabank.co.in | |

Date 19-09-2011.

TO WHOM IT MAY CONCERN



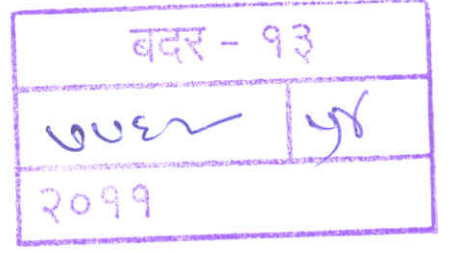
This is to confirm that a Demand Draft No 427632 has been issued in favour of Thane Bharat Sahakari Bank Ltd a/c stamp duty for a sum of Rs 8,50,010/- (Rupees Eight lakh fifty thousand ten only) dated 19-09-2011. The said amount was funded from a/c 050011011013038 belonging to M/S Hotel Southson Pvt Limited. This letter is issued as per the customer request and without any responsibility on part Of Andhra Bank or Any of its employees.

Yours sincerely,

कृते आंध्रा बैंक / For ANDHRA BANK

पि. सीतारामय्या P. SEETHARAMAIAH
वरिष्ठ शाखा प्रबंधक, सेलम शाखा.
Senior Branch Manager, Salem Branch.





स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AACPD9815A



नाम /NAME

BERJIS MINOO DESAI

पिता का नाम /FATHER'S NAME

MINOO DESAI

जन्म तिथि /DATE OF BIRTH

02-08-1956

हस्ताक्षर /SIGNATURE

[Handwritten signature]

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले
प्राधिकारी को सूचित / वापस कर दें
आयकर निदेशक (पद्धति)
ए.आर.ए. सेन्टर, भूतल
ई-२, झन्डेवालान एक्सटेंशन
नई दिल्ली - 110 055

In case this card is lost/found, kindly inform/return to
the issuing authority :
Director of Income Tax (Systems)
ARA Centre, Ground Floor
E-2, Jhandewalan Extn.
New Delhi - 110 055



| | |
|----------|----|
| बदर - १३ | |
| ७७६२ | ५६ |
| २०११ | |

இந்த அட்டை காணாமற்போனாலோ/
கண்டெடுக்கப்பட்டாலோ இவ்வட்டையை
விநியோகித்த கீழ்காணும் அதிகாரிக்கு தகவல்
அனுப்புமாறு அல்லது திருப்பி அனுப்புமாறு கோரப்படுகிறது.

வருமானவரி ஆணையர்.
67 - A, ரேஸ் கோர்ஸ் சாலை,
கோயமுத்தூர் - 641 018.

In case this card is lost/found, kindly inform/return to
the issuing authority :

Commissioner of Income - tax,
67-A, Race Course Road,
Coimbatore - 641 018.



திரந்தர கணக்கு எண் /PERMANENT ACCOUNT NUMBER
AAACH5268A

பெயர் /NAME

HOTEL SOUTHSON P LTD

ஒருங்கிணைப்பு நாள் / அமைப்பு நாள் /DATE OF INCORPORATION/FORMATION

24-06-1988

Pranish

வருமானவரி ஆணையர், கோயம்புத்தூர்
Commissioner of Income-tax, Coimbatore

31 Mar. 2011 9:17AM PT

PRN NO. : 04272446996

ISLEEM CASTLE

PERMANENT ACCOUNT NUMBER
ACAPN6794J

NAME
KANNAN KRISHNAN NAIKER

FATHER'S NAME
KRISHNAN NAIKER

DATE OF BIRTH
08-08-1969

SIGNATURE

COMMISSIONER OF Income-Tax (Computer Operations)
Mumbai - 400 051.

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले
प्रधिकारी को सूचित / वापस कर दें
आगका आयुक्त (कम्प्यूटर केन्द्र),
सी-13, प्रत्यक्षकर भवन,
बंदरा-कुर्ता कॉम्प्लेक्स,
मुंबई - 400 051.

In case this card is lost/damaged, kindly inform/return to
the issuing authority :
Commissioner of Income-Tax (Computer Operations),
C-13, Pratyakshakar Bhavan,
Bandra-Kurta Complex,
Mumbai - 400 051.

बंदर - 93

७७६५

५७

२०११





THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No MH03 20070031185

DOI : 10-03-1995

Valid Till : 17-10-2012 (N1)

DLD 30-10-2007

AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV DOI
MCWG 03-1995



DOB : 18-10-1962 BG :

Name : KIRTI POLADIA
S/D/W of : GANGJI POLADIA
Add : 21/5, DIVYADARSHAN JAGDYSHA NAGAR,
GHATKOPAR (W) MUMBAI.

PIN : 400086

Signature & ID of
Issuing Authority : MH03 2007268



FORM 7
RULE 16 (2)



Signature/Thumb
Impression of Holder

| | |
|----------|----|
| बदर - ९३ | |
| ७७६ | ५५ |
| २०९९ | |



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CHETAN INDRAVADAN SHAH

INDRAVADAN NARANDAS

14/04/1969

Permanent Account Number

CKFPS3682F

Signature



01092009

26/09/2011

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर13

दस्त क्र 7762/2011

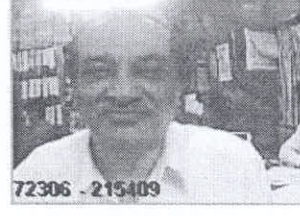





५९

12:50:27 pm

सह दु.नि.का-कुर्ला 3

दस्त क्रमांक : 7762/2011

दस्ताचा प्रकार : करारनामा

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|----------|--|--|--|--|
| 1 | <p>नाव: मेसर्स मनरत्न डेव्हलपर्स तर्फे भागीदार श्री. नितीन पी. कामदार - -</p> <p>पत्ता: घर/फ्लॅट नं: 12 वा मजला, कृशाल कमर्शियल कॉम्प्लेक्स, जी. एम. रोड, चेंबूर प मुं 89.</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत</p> | <p>लिहून देणार</p> <p>वय 56</p> <p>सही</p> <p><i>N P Kamdar</i></p> |  <p>72306 - 215409</p> |  |
| 2 | <p>नाव: मेसर्स मनरत्न डेव्हलपर्स तर्फे भागीदार श्री. राजेश एच. शाह - -</p> <p>पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव: -</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर:</p> | <p>लिहून देणार</p> <p>वय 43</p> <p>सही</p> <p><i>Rajesh</i></p> |  <p>335 - 215410</p> |  |
| 4 | <p>नाव: हॉटेल साउथसन (प्रा.) लि. तर्फे मॅनेजींग डायरेक्टर श्री. के. कन्नन नायकर - -</p> <p>पत्ता: घर/फ्लॅट नं: ऑफिस ए-4, भारती स्ट्रिट, स्वर्णपूरी, सालेम - 636004 - तामिळनाडू - आज मुंबई</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे</p> | <p>लिहून घेणार</p> <p>वय 41</p> <p>सही</p> <p><i>[Signature]</i></p> |  |  |

खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

3 बर्जिस मीनू देसाई - -





दस्त गोषवारा भाग - 2

वदर13

दस्त क्रमांक (7762/2011)

६०

दस्त क्र. [वदर13-7762-2011] चा गोषवारा
बाजार मुल्य :33530260 मोबदला 35000000 भरलेले मुद्रांक शुल्क : 1750000

दस्त हजर केल्याचा दिनांक :26/09/2011 12:41 PM

निष्पादनाचा दिनांक : 23/09/2011

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 26/09/2011 12:41 PM

शिक्का क्र. 2 ची वेळ : (फी) 26/09/2011 12:49 PM

पावती क्र.:7787 दिनांक:26/09/2011
पावतीचे वर्णन
नांव: हॉटेल साउथसन (प्रा.) लि. तर्फे मॅनेजींग
डायरेक्टर श्री. के. कन्नन नायकर - -

30000 :नोंदणी फी
1240 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31240: एकूण

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) किर्ती जी. पोलडिया- - ,घर/फ्लॅट नं: 21/5, जगडुशा नगर, घाटकोपर प मुं 86

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) चेतन शाह- - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -




दु. निबंधकाची सही, सह दु.नि.का-कुर्ला 3

दु. निबंधकाची सही
सह दु.नि.का-कुर्ला 3





वदर13

दस्त क्र 7762/2011

28/09/2011

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

11:10:15 am

सह दु.नि.का-कुर्ला 3

दस्त क्रमांक : 7762/2011

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

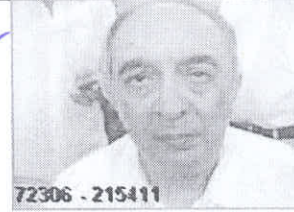
अंगठ्याचा ठसा

3 नाव: बजिस मीनू देसाई - -
पत्ता: घर/फ्लॅट नं: 740/741, येडोरिना-2, दुसरा
मजला, रोड नं 5, पारसी कॉलनी, दादर पूर्व मुं 14.
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
ता

मान्यता देणार

वय 55

सही





दस्त गोषवारा भाग - 2

वदर13

दस्त क्रमांक (7762/2011)

६२

दस्त क्र. [वदर13-7762-2011] चा गोषवारा
बाजार मुल्य : 33530260 मोबदला 35000000 भरलेले मुद्रांक शुल्क : 1750000

दस्त हजर केल्याचा दिनांक : 26/09/2011 12:41 PM

निष्पादनाचा दिनांक : 23/09/2011

दस्त हजर करणा-याची सही :

पावती क्र.: 7787 दिनांक: 26/09/2011
पावतीचे वर्णन
नांव: हॉटेल साउथसन (प्रा.) लि. तर्फे मॅनेजींग
डायरेक्टर श्री. के. कन्नन नायकर - -

30000 : नोंदणी फी

1240 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31240: एकूण

दस्ताचा प्रकार : 25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 26/09/2011 12:41 PM

शिक्का क्र. 2 ची वेळ : (फी) 26/09/2011 12:49 PM (कार्यवाही पूर्ण)

शिक्का क्र. 3 ची वेळ : (कबुली) 28/09/2011 11:11 AM

शिक्का क्र. 4 ची वेळ : (ओळख) 28/09/2011 11:12 AM

दस्त नोंद केल्याचा दिनांक : 28/09/2011 11:12 AM

दु. निबंधकाची सही, सह दु.नि.का-कुर्ला 3

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) किर्ती जी. पोलडिया- - , घर/फ्लॅट नं: 21/5, जगडुशा नगर, घाटकोपर प मुं 86

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) चेतन शाह- - , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

दु. निबंधकाची सही
सह दु.नि.का-कुर्ला 3



प्रमाणित करण्यात येते कि या दस्तामध्ये
एकूण २६२ पाने आहेत.

बदर - १३/ ७७६२ /२०११

पुस्तक क्रमांक १ क्रमांकावर

नोंदला २५९७

दिनांक

सह. दुय्यम निबंधक कुर्ला - ३
मुंबई उपनगर जिल्हा.

Manratna Business Park Premises Co-operative Society Ltd.

REGN NO : MUM/WN/GNL/(O)/8330/2009-2010 dt 04.03.2010.
Junction of Derasar Lane & Tilak Road, Ghatkopar (East), Mumbai - 400 077.

SHARE CERTIFICATE

Share Certificate No.: 040 Member's Register No.: 040
Authorised Share Capital Rs. 1,00,000/- divided into 2,000 Shares of Rs.50/- each

THIS IS TO CERTIFY that Shri/Smt./M/s. HOTEL SOUTH SON PVT. LTD.

of Office No. G-2/3 is the Registered Holder of 10 fully paid up Shares of Rs. 50/- each
bearing distinctive numbers from 246 to 255 (both inclusive) in

Manratna Business Park Premises Co-operative Society Ltd. subject to
the Bye-Laws of the said Society.

Given under the Common Seal of the said Society at Mumbai

this _____ day of _____ 20_____.



Chairman

Hon. Secretary

Member of the Committee

DATED THIS

DAY OF

200

AGREEMENT FOR SALE

Between



Krushal Commercial Complex, 12th Floor, Above Shopper's Stop,
G. M. Road, Chembur (W), Mumbai-400 089. India.

AND

Purchasers

Mr./Mrs./M/s. _____

Address : _____

Tel.: (R) _____

Tel.: (O) _____

FOR

CAR PARK / OPS NO. _____

OFFICE NO. _____ ON THE _____ FLOOR

OF BUILDING KNOWN AS

BUSINESS PARK

Ghatkopar (East)

M/s. MANOJ & ASHOK ASSOCIATES

Advocate & Solicitors

3rd Floor, Hind Rajasthan Chambers, 6, Oak Lane, Near University,
Mumbai - 400 023. • Tel.: 2270 5029 - 2270 5030