

389/11893  
Wednesday, October 16, 2019  
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पावती

Original/Duplicate  
नोटसी क्र.: 389  
Regn.: 389M

पावती क्र.: 13078 दिनांक: 16/10/2019

गजाने काय: बीएसए  
दस्तावेजोंका अनुक्रमणिका: बरत-6-11893-2019  
दस्तावेजोंका प्रकार: कारनामा  
गजाने कायकायने काय: सिद्धा प्रौद्योगिकी एलएलपी वी. बाबिकार बाबरम मोदी  
बीबीपी की  
बस दुकानाली की  
पुलानी बाबा: 74

₹ 30000.00  
₹ 1480.00

कुल: ₹ 31480.00

अधिकातर मुद्रा दस्त: वधनीय डिट.मुद्रा-2 बाबा  
3:05 PM शुभ वरुण मिशन

सह. डि. कोरीकली 8

बजारा मुद्रा: ₹ 570071040 /-  
बीबीपी ₹ 545000000/-  
बाबासे मुद्राका तुल्य: ₹ 34204500/-

सा. मुद्रा उपनगर मिशन

- 1) निमाणा प्रकार: eChallan खत: ₹ 30000/-  
बीबी/बनाउता/वि. बीबी. काली: MP-1007389900201920M दिनांक: 16/10/2019  
बिल काय बाबा:
- 2) निमाणा प्रकार: By Cash खत: ₹ 1480/-

REGISTERED ORIGINAL DOCUMENTS  
DELIVERED ON 16/10/2019

Cyrus J. Mehta

|                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="display: flex; justify-content: space-between;"> <span>सुप्रीम कोर्ट, न्यायाधीश (सिविल) (अपील)</span> <span>३०१९</span> </div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Valuation ID : 201908094324                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| मूल्यांकनार्थ क्षेत्र<br>जिल्हा :<br>जमीन :<br>सर्वेक्षण :<br>सर्वेक्षक :<br>मालक :<br>जमीन मालक :                                         | 2019<br>मुंबई (महाराष्ट्र)<br>१५, १६, १७, १८, १९, २०, २१, २२, २३, २४, २५, २६, २७, २८, २९, ३०, ३१, ३२, ३३, ३४, ३५, ३६, ३७, ३८, ३९, ४०, ४१, ४२, ४३, ४४, ४५, ४६, ४७, ४८, ४९, ५०, ५१, ५२, ५३, ५४, ५५, ५६, ५७, ५८, ५९, ६०, ६१, ६२, ६३, ६४, ६५, ६६, ६७, ६८, ६९, ७०, ७१, ७२, ७३, ७४, ७५, ७६, ७७, ७८, ७९, ८०, ८१, ८२, ८३, ८४, ८५, ८६, ८७, ८८, ८९, ९०, ९१, ९२, ९३, ९४, ९५, ९६, ९७, ९८, ९९, १००, १०१, १०२, १०३, १०४, १०५, १०६, १०७, १०८, १०९, ११०, १११, ११२, ११३, ११४, ११५, ११६, ११७, ११८, ११९, १२०, १२१, १२२, १२३, १२४, १२५, १२६, १२७, १२८, १२९, १३०, १३१, १३२, १३३, १३४, १३५, १३६, १३७, १३८, १३९, १४०, १४१, १४२, १४३, १४४, १४५, १४६, १४७, १४८, १४९, १५०, १५१, १५२, १५३, १५४, १५५, १५६, १५७, १५८, १५९, १६०, १६१, १६२, १६३, १६४, १६५, १६६, १६७, १६८, १६९, १७०, १७१, १७२, १७३, १७४, १७५, १७६, १७७, १७८, १७९, १८०, १८१, १८२, १८३, १८४, १८५, १८६, १८७, १८८, १८९, १९०, १९१, १९२, १९३, १९४, १९५, १९६, १९७, १९८, १९९, २००, २०१, २०२, २०३, २०४, २०५, २०६, २०७, २०८, २०९, २१०, २११, २१२, २१३, २१४, २१५, २१६, २१७, २१८, २१९, २२०, २२१, २२२, २२३, २२४, २२५, २२६, २२७, २२८, २२९, २३०, २३१, २३२, २३३, २३४, २३५, २३६, २३७, २३८, २३९, २४०, २४१, २४२, २४३, २४४, २४५, २४६, २४७, २४८, २४९, २५०, २५१, २५२, २५३, २५४, २५५, २५६, २५७, २५८, २५९, २६०, २६१, २६२, २६३, २६४, २६५, २६६, २६७, २६८, २६९, २७०, २७१, २७२, २७३, २७४, २७५, २७६, २७७, २७८, २७९, २८०, २८१, २८२, २८३, २८४, २८५, २८६, २८७, २८८, २८९, २९०, २९१, २९२, २९३, २९४, २९५, २९६, २९७, २९८, २९९, ३००, ३०१, ३०२, ३०३, ३०४, ३०५, ३०६, ३०७, ३०८, ३०९, ३१०, ३११, ३१२, ३१३, ३१४, ३१५, ३१६, ३१७, ३१८, ३१९, ३२०, ३२१, ३२२, ३२३, ३२४, ३२५, ३२६, ३२७, ३२८, ३२९, ३३०, ३३१, ३३२, ३३३, ३३४, ३३५, ३३६, ३३७, ३३८, ३३९, ३४०, ३४१, ३४२, ३४३, ३४४, ३४५, ३४६, ३४७, ३४८, ३४९, ३५०, ३५१, ३५२, ३५३, ३५४, ३५५, ३५६, ३५७, ३५८, ३५९, ३६०, ३६१, ३६२, ३६३, ३६४, ३६५, ३६६, ३६७, ३६८, ३६९, ३७०, ३७१, ३७२, ३७३, ३७४, ३७५, ३७६, ३७७, ३७८, ३७९, ३८०, ३८१, ३८२, ३८३, ३८४, ३८५, ३८६, ३८७, ३८८, ३८९, ३९०, ३९१, ३९२, ३९३, ३९४, ३९५, ३९६, ३९७, ३९८, ३९९, ४००, ४०१, ४०२, ४०३, ४०४, ४०५, ४०६, ४०७, ४०८, ४०९, ४१०, ४११, ४१२, ४१३, ४१४, ४१५, ४१६, ४१७, ४१८, ४१९, ४२०, ४२१, ४२२, ४२३, ४२४, ४२५, ४२६, ४२७, ४२८, ४२९, ४३०, ४३१, ४३२, ४३३, ४३४, ४३५, ४३६, ४३७, ४३८, ४३९, ४४०, ४४१, ४४२, ४४३, ४४४, ४४५, ४४६, ४४७, ४४८, ४४९, ४५०, ४५१, ४५२, ४५३, ४५४, ४५५, ४५६, ४५७, ४५८, ४५९, ४६०, ४६१, ४६२, ४६३, ४६४, ४६५, ४६६, ४६७, ४६८, ४६९, ४७०, ४७१, ४७२, ४७३, ४७४, ४७५, ४७६, ४७७, ४७८, ४७९, ४८०, ४८१, ४८२, ४८३, ४८४, ४८५, ४८६, ४८७, ४८८, ४८९, ४९०, ४९१, ४९२, ४९३, ४९४, ४९५, ४९६, ४९७, ४९८, ४९९, ५००, ५०१, ५०२, ५०३, ५०४, ५०५, ५०६, ५०७, ५०८, ५०९, ५१०, ५११, ५१२, ५१३, |





CHALLAN  
MTR Form Number-6



|                             |                                   |                         |                     |                                                          |                      |                                                                           |  |
|-----------------------------|-----------------------------------|-------------------------|---------------------|----------------------------------------------------------|----------------------|---------------------------------------------------------------------------|--|
| QRN                         | MH00738900201920M                 | BARCODE                 | 15/10/2019 10:52:38 |                                                          | Form No.             |                                                                           |  |
| Department                  | Inspector General Of Registration | Stamp Duty              |                     | Payer Details                                            |                      |                                                                           |  |
| Type of Payment             | Registration Fee                  | TAX ID (If Any)         |                     | 99CE3                                                    | 2                    | 08                                                                        |  |
| Office Name                 | BRLT SUB REGISTRAR BORIVALI 1     | PAN No. (If Applicable) |                     | 3048                                                     |                      |                                                                           |  |
| Location                    | MUMBAI                            | Full Name               |                     | Borivali Real Estate Development Company Private Limited |                      |                                                                           |  |
| Year                        | 2019-2020 One Time                | Flat/Block No.          |                     | City Survey No. 809A/1/1/5 and 809A/1/1/7 Village Pissar |                      |                                                                           |  |
| Account Head Details        |                                   | Amount In Rs.           |                     | Road/Street                                              |                      | Tatula Borivali                                                           |  |
| 0030045001 Stamp Duty       |                                   | 34204500.00             |                     | Area/Locality                                            |                      | Mumbai                                                                    |  |
| 0030063901 Registration Fee |                                   | 30000.00                |                     | Town/City/District                                       |                      |                                                                           |  |
|                             |                                   |                         |                     | PIN                                                      |                      |                                                                           |  |
|                             |                                   |                         |                     | Remarks (If Any)                                         |                      |                                                                           |  |
|                             |                                   |                         |                     | Second Party Name Since Properties Ltd                   |                      |                                                                           |  |
|                             |                                   |                         |                     | Amount In Words                                          |                      | Three Crore Forty Two Lakh Thirty Four Thousand Five Hundred Rupees Only. |  |
| Total                       |                                   | 3,42,34,500.00          |                     |                                                          |                      |                                                                           |  |
| Payment Details             |                                   | IDBI BANK               |                     | FOR USE IN RECEIVING BANK                                |                      |                                                                           |  |
| Cheque/DD Details           |                                   | Bank CIN                |                     | Rel. No.                                                 | 69103332019101610879 | 238126242                                                                 |  |
| Cheque/DD No.               |                                   | Bank Date               |                     | RBI Date                                                 | 16/10/2019-10:52:38  | Not Verified with RBI                                                     |  |
| Name of Bank                |                                   | Bank Branch             |                     | IDBI BANK                                                |                      |                                                                           |  |
| Name of Branch              |                                   | Scroll No. / Date       |                     | Not Verified with Scroll                                 |                      |                                                                           |  |



Document ID: 9820218044  
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
संदर्भ पत्रांक फॉर्म नुसार मालिका कार्यालय येथील कसबापणे दाखलची लागू आहे. कोटही न कसबापणे दाखलची संकेत पत्रांक लागू नाही.

*Agus & Mody*  
*Krishnaiah K. Krishnaiah*



GRN : MH0073M9900201929M Amount : 3,42,34,500.00 Bank : IDBI BANK Date : 15/10/2019-15:07:18

|                           |                |                  |                     |        |                |
|---------------------------|----------------|------------------|---------------------|--------|----------------|
| अ                         | (IS)-989-11893 | 0003821060201920 | 15/10/2019-14:51:48 | IGR195 | 34204500.00    |
| Total Disbursement Amount |                |                  |                     |        | 3,42,34,500.00 |

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Agreement For Sale ("Agreement") made at Mumbai, this 16<sup>th</sup> day of October, in the year Two Thousand And Nineteen ("Execution Date").

KFA  
KFA  
KFA

Between

Nanabhoy Jeejeebhoy Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Ballard House, 2<sup>nd</sup> Floor, Adi Marzban Path, Fort, Mumbai 400 038, CIN No. U70101MH1975PTC018547, represented herein by its duly constituted attorney Bombay Real Estate Development Company Private Limited under the Power of Attorney dated 28<sup>th</sup> February, 1989, hereinafter referred to as the "Owner" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part,

And

| Owner         | BREDCO        | Purchaser    |
|---------------|---------------|--------------|
| KF Jeejeebhoy | KF Jeejeebhoy | Agne S. Mody |

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Bombay Real Estate Development Company Private Limited a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Noshirwan Mansion, 3<sup>rd</sup> Floor, Henry Road, Colaba, Mumbai 400 001, CIN No. U70100MH1973PTC016981, represented herein by its Managing Director, Mr. Kaikhushru F. Dinshaw, hereinafter referred to as the "BREDCO" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Second Part;

And

Simba Properties LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at Stadium House, 2<sup>nd</sup> Floor, Block I, 81/83 Veer Nariman Marg, Churchgate, Mumbai 400 020, LIN No. AAN-1902, represented herein by its Designated Partner, Mr. Cyrus Mody, hereinafter referred to as the "Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Third Part.



The Owner, BREDCO and the Purchaser are hereinafter, wherever the context so require, individually referred to as "Party", and collectively referred to as "Parties".

**Whereas:**

(A). The Owner and BREDCO have represented and declared to the Purchaser, as follows:

- (i). By and under the Deed of Conveyance dated 24<sup>th</sup> July 1951, registered in the Office of the Sub-Registrar of Assurances at Bombay, vide Serial no. 4212 on 17<sup>th</sup> November 1951, made by and between the Owner as "Vendor" of the One Part and Byramjee Jeejeebhoy Private Limited (then known as "Byramjee Jeejeebhoy Limited, prior to the change of its name) as "Purchaser" of the Other Part (hereinafter referred to as "BJPL"), the Owner *inter alia*, sold and conveyed, to BJPL, the lands, admeasuring in the aggregate approximately 370 Acres 22 Gunthas and 12 Ares, in Revenue Village Poisar, Taluka Borivali, District Mumbai Suburban in Greater Mumbai as described therein (hereinafter referred to as the "Entire Land").

| Owner | BREDCO | Purchaser |
|-------|--------|-----------|
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(ii). By and under the Agreement dated 29<sup>th</sup> June, 1982, made between BJPL as "Owner" of the One Part and BREDCO as "Developer" of the Other Part (hereinafter referred to as the "1982 Agreement"), BJPL agreed to sell and convey, and grant development rights, to BREDCO, and BREDCO agreed to purchase and acquire from BJPL, the absolute and exclusive ownership of, and development rights in respect of, the Entire Land, with a covenant therein for transfer and conveyance thereof to BREDCO, or its nominees and assigns. On the execution of the 1982 Agreement, BJPL delivered to BREDCO, possession of the Entire Land, with full rights to deal with and develop the same in terms of the 1982 Agreement.

(iii). By diverse mesne assignments and acts in law the Entire Land stood transferred to, and vested in the Owner herein, subject to the 1982 Agreement and BREDCO's right and interest in the Entire Land, and its possession thereof. Pursuant thereto the Tahsildar mutated revenue records in respect of the Entire Land to the Owner's name.

(iv). Having taken over the 1982 Agreement, the Owner recognized BREDCO as purchaser/developer of the Entire Land under the 1982 Agreement. BREDCO also duly paid to BJPL/the Owner, at the relevant times, the entire agreed purchase price and consideration under the 1982 Agreement, as confirmed (in writing) by the Owner on 31<sup>st</sup> July, 1999.



(v). A part of the Entire Land is the land admeasuring approximately 6,362.4 square meters bearing survey number thirty four and thirty eight part, situate, lying and being at Village Poisar, Taluka Borivali, District Mumbai, and comprises the land admeasuring approximately 3,001.5 square meters bearing C.T.S. No. 809/A/1/1/6 and land admeasuring approximately 3,360.9 square meters bearing C.T.S. No. 809/A/1/1/7, shown delineated by a red coloured boundary line on the plan annexed hereto and marked Annexure 'A' and more particularly described in the Schedule hereunder written (hereinafter referred to as the "Land").

| Owner             | BREDCO            | Purchaser           |
|-------------------|-------------------|---------------------|
| <i>1. Anishah</i> | <i>1. Anishah</i> | <i>Agust. Mochy</i> |

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(A) BREDCO being desirous of developing the Land, obtained various permissions/approvals from the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM"), in respect thereof, including the (since lapsed) Composite Development Permission bearing no. CHE/2572/DPWS/P&R dated 16<sup>th</sup> January, 2006, a copy whereof is annexed hereto and marked **Annexure 'B'** (hereinafter referred to as the "Approvals"). However, till date: (a) no construction has commenced, or is being undertaken by BREDCO upon the Land, and (b) no flats or premises, have been allotted or sold, or agreed to be allotted or sold, or otherwise dealt with, or alienated, in any manner by it.

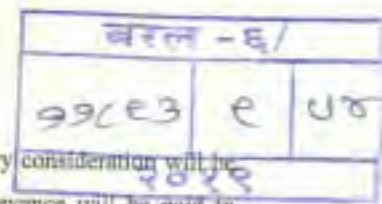


(B). It has been agreed by and between BREDCO and the Purchaser that the Land shall be sold and conveyed to the Purchaser, free from all encumbrances, claims, demands and disputes, with a clear and marketable title and with the quiet, vacant and peaceful physical possession thereof, together with the benefit of the approvals, at or for the lumpsum purchase price and consideration of Rs. 53,95,50,000/- (Rupees Fifty Three Crores Ninety Five Lacs and Fifty Thousand Only) after deducting a sum of Rs. 3,50,00,000/- (Rupees Fifty Four Lacs and Fifty Thousand Only) towards taxes / duties thereby aggregating to a sum of Rs. 54,50,00,000/- (Rupees Fifty Four Crores and Fifty Lacs Only) payable to BREDCO (hereinafter referred to as the "Agreed Consideration"), out of which the Purchaser has paid to BREDCO, on or before the execution of this Agreement, the sum of Rs. 6,00,00,000/- (Rupees Six Crores Only) as and by way of an earnest money deposit as well as Rs. 3,50,00,000/- (Rupees Three Crore and Fifty Lacs Only) as and by way of part payment.

(C). By virtue of and pursuant to the 1982 Agreement and the payment by BREDCO to the Owner of the entire purchase price and consideration under the 1982 Agreement towards purchase of the Entire Land (which includes the Land), the Owner has ceased, to have any beneficial right, title, or interest in the Land and is merely the 'owner' on record, whereby BREDCO alone is entitled to the Land, and all benefits arising therefrom, including, to receive a conveyance of the Entire Land, or any part thereof, either in favour of itself or its nominees or assigns, and to charge, collect, receive and appropriate to itself the entire consideration arising from such sale and conveyance. Accordingly, BREDCO has directed the Owner to convey the Land to the Purchaser, along with BREDCO which will transfer and assign, to the Purchaser all its right, title, interest, benefit, claim and demand, therein and thereto. It has been further agreed between the Parties that as the Owner will be executing the

| Owner              | BREDCO             | Purchaser            |
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| <i>K. Srinivas</i> | <i>K. Srinivas</i> | <i>Agnes J. Mody</i> |

conveyance in pursuance of the 1982 Agreement, no monetary consideration will be paid to the Owner, as the entire consideration for the conveyance will be paid to BREDCO by the Purchaser.



(D). The Parties are desirous of recording the agreement arrived at between them with respect to the aforesaid sale and conveyance.

**Now It Is Hereby Agreed By And Between The Parties As Follows:**

(1). It is hereby agreed by the Parties that the Land shall be sold and conveyed to the Purchaser by the Owner and BREDCO, together with the benefit of the Approvals, free from all encumbrances, claims, demands, doubts and disputes and with a clear and marketable title, at or for the Agreed Consideration, to be paid to BREDCO by the Purchaser in accordance with clause (2) hereinbelow.

(2). The Agreed Consideration shall be paid to BREDCO by the Purchaser as follows:

(a). on or before the execution hereof, the Purchaser has paid to BREDCO sums aggregating to Rs. 6,00,00,000/- (Rupees Six Crores Only) as and by way of an earnest money deposit (the payment and receipt whereof BREDCO doth hereby admits and acknowledges) (hereinafter referred to as the "Earnest Money Deposit");



(b). upon the execution hereof, the Purchaser shall pay to BREDCO a part payment of Rs. 3,50,00,000/- (Rupees Three Crores and Fifty Lacs Only);

(c). on or before 31<sup>st</sup> December, 2019, the Purchaser shall pay to BREDCO a part payment of Rs. 14,00,00,000/- (Rupees Fourteen Crores Only);

(d). on or before 31<sup>st</sup> June, 2020, the Purchaser shall pay to BREDCO a part payment of Rs. 8,00,00,000/- (Rupees Eight Crores Only);

| Owner         | BREDCO        | Purchaser     |
|---------------|---------------|---------------|
| K. Ramshankar | K. Ramshankar | Gyano B. Mohy |

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(e). on or before 31<sup>st</sup> September, 2020, the Purchaser shall pay to BREDCO a part payment of Rs. 8,00,00,000/- (Rupees Eight Crores Only); and,

(f). the balance Agreed Consideration of Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) shall be paid to BREDCO by the Purchaser at the completion of the sale and conveyance of the Land on the Closing Date (defined hereinafter) in accordance with clause (7) hereinbelow (hereinafter referred to as the "Balance Agreed Consideration").

(3)(a). It has been agreed by the Parties, as principal terms and conditions of the sale and conveyance of the Land, BREDCO has, prior to Execution Date, caused to undertake, a revenue survey of the Land by the City Survey Officer, Taluka Inspector of Land Records (TILR), or the District Inspector of Land Records (DILR), and other concerned authorities, so as to determine the exact area thereof, to demarcate the boundaries thereof, and to identify the said Land at site and construct a boundary wall around the Land.



(3)(b). It has been agreed by the Parties that as conditions subsequent to the completion of the sale and conveyance of the Land, BREDCO shall no later than one hundred and twenty (120) days, from the Closing Date: (i) carry out/cause the mutation of the name of the Owner, in city survey records/ upon the property register cards issued in respect of Land, as the holder thereof, that is, the land admeasuring 3,001.5 square meters bearing CTS No. 809/A/1/1/6 and the land admeasuring approximately 3,360.9 square meters bearing 809/A/1/1/7; which would enable the Purchaser, to, at its cost have its name mutated in city survey records and upon such property register cards as the holder thereof; and, (ii) delete the names of: (A) the protected tenants, that is, Bhima Varte & 5 Others, (B) Gundecha Builders and (C) Thakur Brothers Agricultural Farm (Jitendra R. Thakur & 5 Others) which are reflected in the other rights column of the 7/12 Extract issued in respect of the Land, and who have no right, title, interest, benefit, claim, or demand whatsoever thereto and to update the 7/12 Extract such that the names of the aforesaid persons are not reflected thereon in respect of the Land.

| Owner              | BREDCO             | Purchaser          |
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| <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |

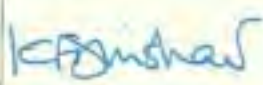
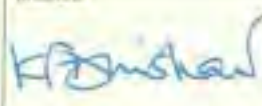
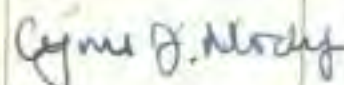
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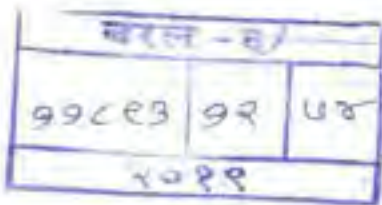
(4)(a). The Purchaser has prior to the date hereof, investigated and accepted the respective titles, and right, title and interest, of the Owner and BREDCO, in and to the Land based upon: (i) searches undertaken in land and revenue records and in the Offices of Sub-Registrar of Assurances concerned, public notices published in newspapers inviting claims to the said Land, examining title deeds and records in respect of the Land, and admitting requisitions on title, which have been duly answered, and (ii) the representations and warranties made by BREDCO in clause (10) hereinbelow. Otherwise then as specifically provided in this Agreement, neither the Owner, nor BREDCO shall, at any time hereafter, mortgage, charge, encumber, sell, convey, transfer or otherwise alienate, deal with or dispose of the Land, or any part thereof, and/or their respective right, title and interest therein and thereto, and/or in any manner create any third party rights in respect thereof.

(4)(b). The Purchaser shall be entitled to undertake a limited investigation of the Owner's and BREDCO's respective titles, in respect of the period commencing on and from the Execution Date and upto the Closing Date (defined hereinafter) by undertaking further searches in land and revenue records and in the Offices of Sub-Registrar of Assurances concerned, publishing public notices in newspapers inviting claims to the said Land, and if required administering further requisitions on title which shall be responded to; in addition to the requisitions already served and responded. Further on or prior to the Closing Date (defined hereinafter), the Owner and BREDCO will also execute a declaration on title in favour of the Purchaser and its partners, which shall include the representations and declarations made in this Agreement.



(5)(a). The Purchaser has informed BREDCO that it is desirous of acquiring the Land with an intention of developing the same, that is, by developing and constructing thereon multi-storey buildings and allotting and selling the flats and premises therein on what is popularly known as an 'ownership basis' under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and accordingly, that the Purchaser shall be submitting a building proposal to the MCGM and concerned authorities in respect of such development and construction and will obtain the sanction thereof along with all other necessary and required permissions, approvals, sanctions, licenses, etc. (hereinafter referred to as the "Proposed

| Owner                                                                               | BREDCO                                                                              | Purchaser                                                                            |
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Project"). Accordingly, it has been agreed that the Purchaser shall be entitled to proceed with the Proposed Project by, *inter alia*, having such building proposal sanctioned and obtaining necessary permissions, approvals, licenses, etc. initially in the name of BREDCO, that the Purchaser shall be entitled to transfer and/or reissue in its name pursuant to the execution hereof. Further, the Purchaser shall be entitled upon receiving the necessary sanctions and approvals in respect of the Proposed Project to:

(i). register the Proposed Project as a real estate project under the provisions of RERA, in which, if required, BREDCO shall be made a joint promoter until the sale and conveyance of the Land is completed; and,



(ii). commence and undertake the allotments and sales of any of the flats and premises in the Proposed Project on an "ownership basis" for the benefit of the Purchaser, with the right of the Purchaser to charge, collect, receive and appropriate to itself the entire booking amounts, purchase price and consideration from the allottee/s and purchaser/s of flats and premises. In this regard, BREDCO shall fully co-operate with the Purchaser and shall, if required, join in such writings to confirm the same until the completion of the sale and conveyance herein. The Owner and BREDCO shall have no right or interest in respect of the booking amounts, purchase price and consideration received by the Purchaser and likewise the Owner and BREDCO shall have no liability or obligation in respect thereof, and/or in respect of the Proposed Project. The registration of the Proposed Project under RERA and all writings executed in favour of the allottee/s and purchaser/s of flats and premises shall duly record that they have no such liability or obligation in relation to the Proposed Project.

(5)(b). In view of the Proposed Project, BREDCO has simultaneously with the execution of this Agreement: (i) handed over to the Purchaser the quiet, vacant and peaceful physical possession of the Land, and (ii) executed a limited power of attorney in favour of the Purchaser and its partners, containing, *inter alia*, powers and authorities to apply for and obtain all further permissions, approvals, licenses, sanctions, NOCs etc., in respect of the development of the Land, from the MCGM, environmental authorities and other concerned authorities. Notwithstanding the execution of such power of attorney, BREDCO agrees and undertakes to sign and

| Owner     | BREDCO    | Purchaser     |
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| K. Anshul | K. Anshul | Agnes A. Mody |

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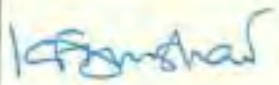
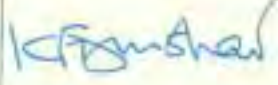
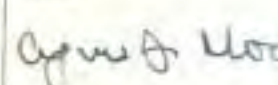
execute within a reasonable time, but in any event not later than seven days from the date that the Purchaser calls upon BREDCO to do so, such letters, applications, writings, papers, documents, plans, etc., that may be required by the Purchaser, the MCGM, and/or any other statutory bodies/authorities, to be signed by the Owner and/or BREDCO in respect of the development of the Land. On and after the Execution Date, the Purchaser shall ensure that the Land is duly secured and no encroachments occur thereon.

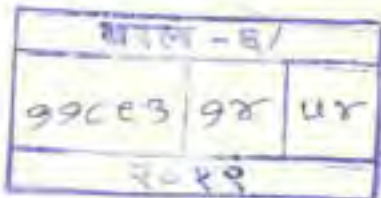
(5)(c). Whether or not BREDCO is joined as a promoter with the Purchaser under RERA, in respect of the Proposed Project, BREDCO shall have no obligation or liability in respect of the Proposed Project including any liabilities or obligations to any allottee/s, and/or any fines or penalties; other than the obligation of causing to convey the Owner and BREDCO to transfer all its right, title and interest in, the Land to the Purchaser in the manner provided herein. However, if a termination event occurs as provided in this Agreement, then BREDCO shall take over the Proposed Project on the terms and conditions recorded in this Agreement.

(5)(d). The Purchaser shall not assign or transfer this Agreement to any third party(ies) until the Closing Date (defined hereinafter) has occurred and until BREDCO has received the entire Agreed Consideration; provided that the aforesaid restrictions shall not apply to any mortgagee of the Land in whose favour the Proposed Mortgage (defined hereinafter) has been created, such mortgagee being truly entitled to enforce its mortgage and security.



(6). At any time hereafter the Purchaser shall be entitled to call upon (in writing) BREDCO to cause the Owner to create a mortgage of the Land in favour of the lender of the Purchaser (hereinafter referred to as the "Proposed Mortgage"), and BREDCO hereby agrees to cause the Owner to grant such Proposed Mortgage and to join the Owner and BREDCO as a confirming party to any of the loan documents that may be required to be executed by the Purchaser in favour of its lender, but with no obligation or liability of the Owner and BREDCO; the Purchaser being the principal debtor in respect of all loans and credit facilities availed of by it from its lender. It is further agreed and clarified that the loans and credit facilities that are availed of by the Purchaser shall be utilised in respect of the Proposed Project and/or towards payment of the Agreed Consideration, and not utilised by the Purchaser for any other purposes.

| Owner                                                                               | BREDCO                                                                              | Purchaser                                                                            |
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(7). All sale documents in respect of the sale and conveyance of the Land have been duly and fully approved by the Parties (hereinafter referred to as "**Approved Sale Documents**"). The Approved Sale Documents have been separately initialled by the Parties for the purpose of identification. The Approved Sale Documents shall be executed and registered (as applicable) on the Closing Date (defined hereinafter) in accordance with clause (8) hereinbelow, subject to any minor modifications, or updating, as may then be required by the Purchaser, including on account of any matters arising on and after the date hereof and upto the Execution Date.

(8). Subject to BREDCO having complied with its obligations under clause (3)(a) hereinabove, the sale and conveyance of the Land shall be fully completed on or before 31<sup>st</sup> December 2020 (hereinafter referred to as the "**Closing Date**"), at which the following acts, deeds, matters and things shall be duly and fully completed simultaneously and at one stroke, that is:



the Balance Agreed Consideration shall be paid to BREDCO by the Purchaser by way of demand draft, or pay order, or bankers' cheque, or by bank transfer to BREDCO's bank account;

(b). The Parties shall enter into and execute the Approved Sale Documents and BREDCO shall execute and cause the Owner to execute, the Approved Sale Documents. The Approved Sale Documents, or such of them as may be required by the Purchaser to be registered, shall be registered in the Office of the Sub-Registrar of Assurances concerned and the Owner and BREDCO shall accordingly attend there at and admit execution thereof;

(c). BREDCO shall deliver to the Purchaser, all original title deeds, records and writings, evidencing its ownership and right, title and interest in and to the Land together with all original Approvals; provided that the title deeds and records which are common to the Entire Land shall not be delivered to the Purchaser and BREDCO shall give a covenant and safe custody thereof in the Deed of Conveyance comprised in the Approved Sale Documents;

| Owner              | BREDCO             | Purchaser              |
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| <i>K. Srinivas</i> | <i>K. Srinivas</i> | <i>James A. Murphy</i> |

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(d). If BREDCO has been made joint promoter in respect of the Proposed Project, then the Purchaser shall obtain necessary consents of the Committee and the consents of the RERA authorities for removing and discharging BREDCO, in view of the conveyance of the Land; and

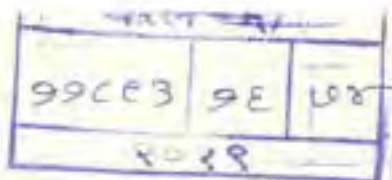
(e). Notwithstanding anything stated herein to the contrary, the Parties have agreed that BREDCO shall keep in escrow, a sum of Rs. 2,00,00,000/- (Rupees Two Crores Only) to secure the performance by BREDCO of its obligations specified in Clause (3)(b) hereinabove. Accordingly, an escrow agent will be appointed by BREDCO and the Purchaser and an appropriate escrow agreement will be executed by the Parties and the escrow agent on the Execution Date.

(9)(a). On the Purchaser making payment of the second instalment of the Agreed Consideration in accordance with clause (2)(b) hereinabove, this Agreement shall be irrevocable and non-terminable. Accordingly, if the Purchaser has paid the second instalment of the Agreed Consideration in accordance with clause (2)(b) hereinabove, and thereafter fails or neglects to bear and pay the balance instalments of the Agreed Consideration specified in clause (2)(c) or (d) or (e) hereinabove, on the respective due dates for payment thereof, time being the essence of the contract, then BREDCO'S and the Owner's sole right and remedy shall be to cause the Purchaser to specifically perform this Agreement, and, in addition, the Purchaser shall be liable to bear and pay to BREDCO interest at the rate of twelve per-cent (12%) per annum on the unpaid instalment(s) or part(s) thereof, calculated from the due date(s) for payment thereof, till payment in full with interest;



(9)(b). If the Purchaser fails to make payment of the second instalment of the Agreed Consideration on the due date for payment thereof specified in clause (2)(b) hereinabove, then BREDCO shall be entitled to terminate this Agreement by delivering a notice of termination (in writing) to the Purchaser (hereinafter referred to as the "Termination Notice") no later than thirty (30) days from the date the said second instalment of the Agreed Consideration was to be paid, and BREDCO shall enclose along with the Termination Notice, a demand draft towards the entire Earnest Money Deposit received by it under clause (2)(a) hereinabove, without any interest. Upon the delivery of the Termination Notice as aforesaid, this Agreement shall come to an end and shall stand cancelled and terminated. Simultaneously with the delivery

| Owner | BREDCO | Purchaser |
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of the Termination Notice: (a) BREDCO shall refund, without interest (at actuals and with submission of bills / accounts for such expenses to be refunded) to the Purchaser, the amounts expended by it in obtaining approvals in respect of the development of the Land prior to such termination, (b) the Purchaser shall have the Proposed Mortgage released by repaying the necessary amounts to its lender, (c) BREDCO shall assume and take over the Proposed Project and accordingly the registration thereof under RERA shall be amended to bear solely BREDCO's name as 'promoter', (d) the Purchaser shall deliver to BREDCO possession of the Property together with all erections and constructions thereon as they exist on such date, (e) if any of the permissions, approvals, sanctions and licences in respect of the Proposed Project have been issued in the name of the Purchaser, the Purchaser shall sign and execute all such applications and writings as may be necessary and required for having the same duly transferred to, or re-issued in the name of BREDCO, and (f) the booking amounts, purchase price and consideration received by the Purchaser from allottee(s) and Purchaser(s) of flats and premises shall be refunded without interest to BREDCO less all amounts expended (at actuals and with submission of bills / accounts for such expenses to be deducted) therefrom towards the Proposed Project.



(9)(c). Notwithstanding anything to the contrary stated in sub-clause (b) hereinabove, if BREDCO elects not to terminate this Agreement, then and in such a case, BREDCO shall be entitled to interest at the rate of twelve per-cent (12%) per annum on the unpaid Second Instalment of the Agreed Consideration and shall be entitled to cause the Purchaser to specifically perform this Agreement.

(10). The Owner and BREDCO have further represented and declared to the Purchaser as follows:

(a). in view of Messrs. Gundecha Builders, a partnership firm, having its principal place of business at "Ashokraj", S. V. Road, Goregaon (West), Mumbai 400 062 (hereinafter referred to as "Gundecha") having claimed to be in adverse possession of the portion of the Entire Land, admeasuring approximately 50 Acres, bearing Survey nos. 34 (part), 35, 36, 37, 38 (part), 38-A, 41 (part), 41 (part)(A), and 42 (part) (hereinafter referred to as the "50 Acre Land") which included the Land, disputes ensued between Gundecha and BREDCO and pursuant to the settlement of such disputes, Gundecha and

| Owner        | BREDCO       | Purchaser    |
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| K. G. Mishra | K. G. Mishra | G. J. Mishra |

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BREDCO entered into the Memorandum of Understanding dated 30<sup>th</sup> June 1992, made and executed by and between BREDCO of the First Part and Gundecha of the Second Part (hereinafter referred to as "1992 MOU"). Under the 1992 MOU Gundecha came to be exclusively entitled to forty-five per-cent (45%) of the 50 Acre Land and/or the permissible FSI thereof, and BREDCO came to be exclusively entitled to fifty-five per-cent (55%) of the 50 Acre Land and/or the permissible FSI thereof (hereinafter referred to as "BREDCO Land");

(b). disputes had also arisen between Gundecha, Messrs. Thakur Brothers, a partnership firm having its principal place of business at Village Poisar, near Mahendra & Mahendra, Western Express Highway, Kandivall, Mumbai 400 062, Ram Narayan Zagdu Thakur, Shyam Narayan Zagdu Thakur, Kalika Prasad Zagdu Thakur (hereinafter referred to as the "Thakur Group"), the Owner and BREDCO in respect of a portion of the Entire Land, admeasuring 80 acres and 2½ gunthas, bearing Survey nos. 31, 34 (part), 35, 36, 37, 38 (part), 41 (part) and 42 (part), which included the 50 Acre Land (hereinafter referred to as the "Suit Land"). Gundecha consequently filed Suit no. 1752 of 1983 in the Hon'ble Bombay High Court (hereinafter referred to as the "Suit") against the Thakur Group, the Owner and BREDCO, which disputes were subsequently duly, fully and amicably settled between all such parties and in accordance with the Consent Terms dated 29<sup>th</sup> August, 1994, the Thakur Group came to be entitled to the land admeasuring 30 acres and 2½ gunthas, bearing Survey nos. 30 (part), 38 (part) and 41 (part) out of the Gundecha Suit Land, and the balance Suit Land, being the 50 Acre Land was exclusively held by Gundecha and BREDCO in terms of the 1992 MOU. Accordingly, the Thakur Group has no right, title, interest, benefit, claim or demand whatsoever in or to the BREDCO Land and/or the Land;

(c). by and under the Memorandum of Understanding dated 24<sup>th</sup> February, 2000 (hereinafter referred to as the "2000 MOU") read with Memorandum of Understanding dated 22nd May, 2003 (hereinafter referred to as the "2003 MOU") both made by and between BREDCO of the First Part, the Owner as the "Company" of the Second Part and Gundecha of the Third Part, the Land was allocated to BREDCO exclusively, whereby Gundecha ceased to have any right, title, interest, claim or demand in or to the same or any part thereof;

| Owner            | BREDCO           | Purchaser        |
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| K. P. G. Shastri | K. P. G. Shastri | G. S. A. Shastri |

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(d). there are no orders under the Urban Land (Ceiling and Regulation) Act, 1976 (since repealed) affecting the Land or restricting the development thereof;

(e). in view of disputes having arisen between the Owner and BREDCO, Arbitration Petition (L) No. 912 of 2016 was filed in the Hon'ble Bombay High Court under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Arbitration Act") by BREDCO against the Owner, seeking various reliefs therein, which were ultimately settled between BREDCO and the Owner, and Consent Terms dated 27<sup>th</sup> February, 2018 were filed in the arbitration proceedings before the Sole Arbitrator and ultimately the Sole Arbitrator passed its Award in terms of the such Consent Terms, and, *inter alia*, recorded therein that: (i) the irrevocable declaration and confirmation by the Owner, the Owner's MD and BREDCO that the only pending agreement between the Owner and BREDCO is the 1982 Agreement read with the powers of attorney executed by the Owner in favour of BREDCO and (ii) the Owner and the Owner's MD have unequivocally and irrevocably confirmed and acknowledged that BREDCO has not committed any breach, default or violation of the 1982 Agreement and the 1989 POA and the 2001 POA and that the same are subsisting, binding and irrevocable;



(f). the portion of the Land bearing C.T.S. No. 809/A/1/1/6 is affected by Market Retail and the portion of the Land bearing C.T.S. No. 809/A/1/1/7 is affected by Parking Lot;

(g). there are no encroachments made upon the Land, or any part thereof, and no third parties, including any adjoining land owners and/or occupants, have any right of way, or access, through the Land, and there are no disputes in respect of the boundaries of Land with any third persons/parties, including adjoining land owners and/or occupants;

(h). there are no suits, actions or proceedings, and/or any orders, decrees, judgments or undertakings threatened, filed, initiated, and/or passed and/or given in respect of the Land, or any part/s thereof;

| Owner   | BREDCO  | Purchaser     |
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| Krishna | Krishna | Agnes J. Wode |

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(i). there are no leases, sub-leases, tenancy rights, sub-tenancy rights, licenses, caretaker rights, occupancies or third party rights, and/or any other rights of use, or occupation, or possession, granted to, or vested in, any persons or parties in respect of the Land, or any part/s thereof;

(j). there are no mortgages, charges, or encumbrances or liens and/or, any other security interests, which have been created and/or are subsisting in respect of the Land, and neither the Owner, nor BREDCO, offered, or granted, the Land, or any part thereof, as security for the grant of any loans, credit facilities, or otherwise;

(k). the Land is fenced by boundary walls, fences and hedges and the same belongs to BREDCO, and it does not own or hold it jointly with the owners of any neighbouring lands/properties;

(l). there are no rights of occupation, rights of maintenance, rights of residence, rights of way, or permitted any easements, quasi-easements or prescriptive rights, in respect of the Land, or any part thereof, and/or granted any other rights, or interests to any persons or parties in respect thereof;



(m). neither the Land, nor any part thereof, is attached either before or after judgment at the instance of any taxation authority, court of law, or any other authorities, and neither the Owner, nor BREDCO, has given any undertakings to them in respect of the Land, and/or so as not to deal with, or dispose off, the Land, or any part thereof;

(n). no notice/s of acquisition, or requisition, of the Land has/have been issued under the provisions of the Land Acquisition Act, 1894, and/or any other laws, rules and regulations;

(o). no lenders, financial institutions, bankers, government or statutory authorities, contractors, employees, or other persons, or parties, have, or hold, any statutory, or contractual, lien, charge, or security interest, over, or in respect of, the Land, or any part thereof;

| Owner              | BREDCO             | Purchaser             |
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| <i>K. P. Singh</i> | <i>K. P. Singh</i> | <i>Agnes B. Dwyer</i> |

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(p) there are no disputes and differences with the Government and/or any municipal or revenue authorities with respect to the land revenue, assessment, other taxes and charges levied in respect of the Land, or any part thereof;

(q) all taxes, land revenue, liabilities, outgoing, statutory impositions, etc. in respect of the Land, will be paid in full upto date;



(r) neither the Owner, nor BREDCO, has, at any time heretofore, sold, conveyed or transferred, or agreed to sell, convey or transfer the Land, or any parts thereof and/or accepted or received any earnest money, deposit or other payments in respect thereof; and

(s) there are no events, circumstances, or factors, which shall or may, in any manner, prevent, hinder, or restrict, the Owner and BREDCO from selling, transferring and conveying their respective right, title and interest in and to the Land, to the Purchaser as provided herein.

(11). All property rates and taxes, land revenue and statutory and non-statutory liabilities, imposts, dues, duties and impositions whatsoever in respect of the Land, payable in respect of the entire period prior to the Execution Date, shall be borne and paid by BREDCO, even if the same arise and/or are levied/imposed/charged at any time thereafter, and BREDCO shall indemnify and keep the Purchaser indemnified against non-payment thereof. All such liabilities arising in respect of the period after the Execution Date shall be borne, paid and discharged by the Purchaser and the Purchaser shall indemnify and keep indemnified the Owner and BREDCO against non-payment thereof. It is clarified that if any of the aforesaid liabilities arise after the Execution Date on account of any act, omission or commission on the part of BREDCO, then it alone shall be liable in respect thereof.

(12). The Owner and BREDCO shall henceforth and until the completion of the sale and transfer herein: not deal with encumber the same in any manner howsoever.

(13). This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations and agreements, whether oral or written. Any alterations and modifications to this Agreement shall be effective, valid and binding, only if the same are recorded in writing and signed by the Parties.

| Owner:             | BREDCO             | Purchaser          |
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| <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |

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(14). All notices to be served by any of the Parties, shall be in writing, and shall be deemed to have been duly and effectively served only if the same are dispatched by Registered Post with Acknowledgement Due (i.e. R.P.A.D.) to the Parties (other than the Owner, to whom correspondence shall be addressed at BREDCO's address in the name clause of this Agreement) at their respective addresses specified in the name clause to this Agreement, and in case of any change in such address/es, then to such changed address/es as shall have been intimated in writing by the Party concerned.

(15). Simultaneously with the execution of this Agreement the Parties shall attend at the office of the Sub-Registrar of Assurances concerned for registration hereof at which the Purchaser shall present this Agreement for registration and the Parties shall respectively admit execution hereof.

(16). Any dispute or difference between the Parties shall be referred to the arbitration of a sole arbitrator jointly appointed by them. If the Parties do not agree to the appointment of a sole arbitrator by the expiry of seven (7) days from the date a Party has notified, in writing, the other Party of the existence of a dispute or difference, then the Hon'ble Bombay High Court shall appoint such sole arbitrator. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification, or re-enactment thereof, or any statute enacted to replace the same in force from time to time. The arbitration proceedings shall be held in English language and shall be held at Mumbai. The sole arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Parties in equal shares.

(17). The Permanent Account Number allotted to the Owner is AAACN1225D, to BREDCO is AAACB2092E, and to the Purchaser is ADTFS2466C.



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| Owner              | BREDCO             | Purchaser          |
| <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |

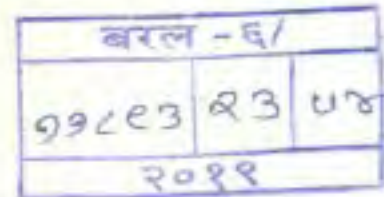
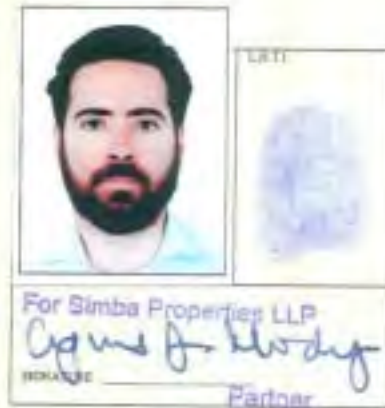


Signed And Delivered  
for and on behalf of the  
withinnamed "Purchaser"

Simba Properties LLP  
by its Designated Partner  
Mr. Cyrus Mody  
in the presence of....

1. *B. Lunkha*
2. *Arvi S. Shah*

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### Receipt

Received on or before the date hereof, of and from the withinnamed Purchaser, the sum of: (i) Rs. 1,48,50,000/- (Rupees One Crore and Forty Eight Lacs and Fifty Thousand Only), vide cheque no. 000026 dated 24<sup>th</sup> May, 2019, drawn on Kotak Mahindra Bank, Nariman Point Branch. (ii) Rs. 1,53,45,000/- (Rupees One Crore Fifty Three Lacs and Forty five Thousand Only), vide cheque no. 000027 dated 28<sup>th</sup> May, 2019, drawn on Kotak Mahindra Bank, Nariman Point Branch. (iii) Rs. 1,58,40,000/- (Rupees One Crore Fifty Eight Lacs and Forty Thousand Only), vide cheque no. 000028 dated 30<sup>th</sup> May, 2019, drawn on Kotak Mahindra Bank, Nariman Point Branch. (iv) Rs. 1,33,65,000/- (Rupees One Crore Thirty Three Lacs and Sixty Five Thousand Only), vide cheque no. 000029 dated 3<sup>rd</sup> June, 2019, drawn on Kotak Mahindra Bank, Nariman Point Branch, aggregating to a sum of Rs. 5,94,00,000/- (Rupees Five Crores and Ninety Four Lacs Only) after deducting a sum of Rs. 6,00,000/- (Rupees Six Lacs Only) towards taxes / TDS thereby aggregating to sum of Rs. 6,00,00,000/- (Rupees Six Crores Only) being the Earnest Money Deposit agreed to be paid by the Purchaser, to us, as withinmentioned and the sum of Rs. 3,46,50,000/- (Rupees Three Crore Forty Six Lacs and Fifty Thousand Only) after deducting a sum of Rs. 3,50,000/- (Rupees Three Lacs and Fifty thousand Only) towards taxes / TDS thereby aggregating to a sum of Rs. 3,50,00,000/- (Rupees Three Crore and Fifty Lacs Only) being the part payment agreed to be paid by the Purchaser to us as withinmentioned, both totalling to a sum of Rs. 9,50,00,000/- (Rupees Nine Crore and Fifty Lacs Only) being the part payment agreed to be paid by the Purchaser to us as withinmentioned.



We Say Received:  
For Bombay Real Estate Development  
Company Private Limited

*K. Dinshaw*

Mr. Kalkhushru F. Dinshaw  
(Managing Director)  
(BREDCO)

Witnessed by me:

1. *D. Cunha*

2. *Anil B. Shah*

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Agnes & Shady

K. P. P. P. P. P.  
K. P. P. P. P. P.

## MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE/2572/DPWS/P &amp; R 16 JAN 2006

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Office of the  
Chief Engineer  
(Development Plan)  
4th Floor Annex. Bldg.,  
Municipal Head Office,  
Mahapalika Marg, Fort  
Mumbai 400 001.



To,

Manoj Parash & Associates  
309, Sangam Arcade  
Vallabhthai Road  
Parel(West)  
Mumbai - 400056

Sub: Composite Development Permission of land bearing C.T.S. Nos. 809-A/1/1/6 & 809-A/1/1/7 (plot 'A'), 809-A/1/19-A/1/5 & 809-A/1/19-A/1/6 (plot 'B') and 809-A/1/19-A/1/1-A/3-A/3 & 809-A/1/19-A/1/1-A/3-A/4 (plot 'C') aggregating them on plot 'C' of Village Palsar at Kandivall (East), reserved for Retail Market & Parking Lot respectively

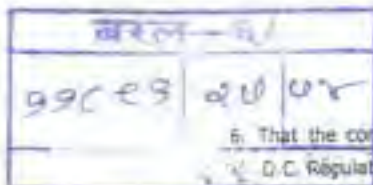
Ref: Your letter of 14/12/05, addressed to the office of the Chief Engineer, addressed to the

Sir,

With reference to your above representation, I have by direction to inform you that request to allow composite Development of land bearing C.T.S. Nos. 809-A/1/1/6 & 809-A/1/1/7 (plot 'A'), 809-A/1/19-A/1/5 & 809-A/1/19-A/1/6 (plot 'B') and 809-A/1/19-A/1/1-A/3-A/3 & 809-A/1/19-A/1/1-A/3-A/4 (plot 'C') aggregating them on plot 'C' of Village Palsar at Kandivall (East), reserved for Retail Market & Parking Lot respectively as shown on the accompanying plan has been considered favourably subject to the following conditions:-

1. That the owner shall obtain exemption order for plots A, B & C under U.L. (C & R) Act. 1976 from the additional Collector & C.A. (U.L. & R) and shall comply with the conditions imposed by the competent authority.
2. That the development of the property in question shall conform to the provisions of D.C. Regulations 1991.
3. That the development of the plot reserved for Retail Market and Parking Lot shall be carried out as per D.C. Regulations 1991 applicable to Retail market & Parking Lot Reservation.
4. That the owner/ developer shall pay a scrutiny fee of Rs. 6.50/- per sq.mt. for reservation of R.M. & Parking Lot.
5. That the work of Retail Market & P.L. construction shall be completed within a period of two years from the date of issue of development permission. However, Ch.Eng. (D.P.) for valid reasons may give extensions from time to time.

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6. That the compulsory recreation open space shall be provided as per D.C. Regulation no.23.

7. That while carrying out the development on the land under reference a board shall be displayed on the site indicating the proposed development for provision of the required amenity.

8. That the owner/ developer shall execute an agreement agreeing to all the conditions laid herein under in consultation with the Law Officer of M.C.G.M and expenses thereof shall be borne by him.

9. That the requisite Bank Guarantee as may be intimated by the concerned E.E. (B.P.) WS 'R' for faithful compliance of conditions shall be deposited in the office of E.E. (B.P.) WS 'R'. The said Bank Guarantee will be released only after the satisfactory compliance of various terms and conditions of completing various formalities specified to satisfaction of Ch.E. (D.P.).

10. That the owner/ developer shall intimate prospective date of completion of work six months in advance so as to enable M.C.G.M to finalise the allotment of Retail market Gales and Parking Lot on terms as may be decided by M.C.

11. That this development permission should not be used as a tool to evict the existing tenants/ occupants if any.

12. That the land shall be made N.A.

13. That the layout of the proposed Parking Lot on plot 'C' shall be scrutinised and approved by E.E. (T & C) for traffic operation and manoeuvrability point of view.

14. That the Planning of the market bldg on plot 'C' shall be as per the guidelines circulated by Dy.Ch.E (P.I.Cell) and the plans will be got approved by E.E B.P. in consultation with A.C (Market).

15. That the developer/ owner shall hand over composite built up amenity for Retail Market and for Parking Lot to MCGM free of cost and that the I.O.D. & C.C. on the three plots reserved for Retail Market and Parking Lot shall be given in phases as under:

**Plot 'A'** : The I.O.D & C.C shall be given in 1<sup>st</sup> phase for permissible FSI taking into consideration 70% area of Retail market on plot 'A' and 50% area of Parking Lot reservation on plot 'A'. In the 2<sup>nd</sup> phase after the built up accommodation of Retail market and Parking Lot is handed over to MCGM on plot 'C' after execution of the required agreement subject to various terms & conditions as may be stipulated by MCGM, plan for remaining area equivalent to 30% for Retail Market reservation on plot 'A' and 50% for Parking Lot reservation on plot 'A' will be approved.

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#### Plot 'B':

The I.O.D and C.C shall be given in 1<sup>st</sup> phase for permissible taking into consideration 60% area of Retail market reservation on plot B and 50% Parking Lot reservation on plot B.

In the 2<sup>nd</sup> phase after the built up accommodation of Retail market and Parking Lot is handed over to MCGM on plot 'C' after execution of required agreement subject to various terms and conditions as may be stipulated by MCGM, plan for remaining area equivalent to area of 40% of Retail market reservation on plot B and 50% Parking Lot reservation on plot 'B' will be approved.

#### Plot 'C':

The I.O.D and C.C shall be given in 1<sup>st</sup> phase for permissible taking into consideration total aggregated built up area of Retail Market to be handed over to MCGM from plot A + plot B + Plot C and 50% area of Parking Lot reservation of plot 'C' to be handed area to MCGM free of cost.

In the 2<sup>nd</sup> phase after the built up accommodation of Retail market and Parking Lot is handed over to MCGM on plot C & after execution of the required agreement subject to various terms & conditions as may be stipulated by MCGM, remaining I.O.D & C.C for 30% retail market component of plot C and balance area of plot C will be permitted by approving amended plans.

16. That the owner should incorporate a clause in the agreement intimating the prospective buyers as regarding construction of R.M. & P.L. on plot 'A', 'B' & 'C' as proposed on the plans and the same copy of the agreement shall be deposited with the concerned E.E. B.P (WS) 'B'.
17. That the requisite separate sanitary accommodation for Retail market and Parking Lot to be handed over to the Municipal Corporation shall be provided as per the requirements of D.C.Reg. 1951.
18. That the owner shall provide adequate parking spaces required as per D.C. Regulations for Retail market to be handed over to MCGM and hand over the same along with open spaces on all sides as shown on the plan to MCGM for exclusive use. Such parking spaces shall be distinctly shown on the plan.
19. That the owner/developer shall also execute separate agreement for transferring the ownership of the Retail market & Parking Lot in favour of MCGM as may be finalised by the law officer. The entire cost of the execution of the agreement shall have to be borne by the owner.

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- developer and the said agreement should be executed before requesting for occupation permission.
20. That the owner/ developer shall provide separate independent water, drainage & Sewerage lines & electricity connections with fitting etc. for Retail market and Parking Lot to be handed over to MCGM. He shall also provide separate underground and overhead water storage tanks with pumping arrangement for the exclusive use of the Retail Market & Parking Lot as may be approved by concerned department.
  21. That any defect that may occur in the built up accommodation within one year from the date of handing over of the possession will be rectified by the owner/ developer at his risk & cost & for faithful compliance of this requirement 10% amount of the bank guarantee shall be retained by the Corporation.
  22. That the owner shall hand over built up area under reservation to the extent of the aggregate area of 30% FSI on plot A + 40% FSI of plot B + 30% FSI of plot C & C-1 for Retail market reservation on Ground floor & 1<sup>st</sup> floor free of cost in independent Bldg along with all sides open spaces at ground level and shall also hand over area of Parking Lot equivalent to aggregate of 100% FSI of plot A + Plot B + Plot C & C1 for Parking Lot reservation with independent entrance & exit on plot 'C'.
  23. That the open spaces shall be properly lighted, paved with concrete paving & drained as may be approved, which are to be handed for exclusive use of MCGM.
  24. That the open spaces shall be planted with trees at the rate of 1 tree per 60 sq.mt & recreation open spaces shall be planted with trees at the rate of 3 trees per 100 sq.mt as per provision of D.C. Regulation No.23 (f) (b) & 23 (f) (a) respectively.
  25. That the NOC from the Asstt. Assessor & Collector R/S Ward shall be submitted stating clearly that no dues in respect of above land are pending till conveyance deed is made by the owner/ developer.
  26. That the Architect/ Owner shall provide separate electrical connections with electric wiring and fan points, light points etc as per electrical layout prescribed by Ch.Eng. (M&E) P & D and in conformity with the concerned electric supply Co.
  27. Sufficient light & ventilation to the 'basement Parking Lot' shall be provided as per NOC from Dy.C.E. (AP & C) Department.
  28. That the MCGM or its lessees as the case may be reserve the right of making any additions & alterations etc in the premises vesting with them without obtaining permission of the owner/ developer.

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29. That any additions & alterations which may be suggested by this office during the execution of works will be implemented by the owner without claiming any compensation for the same.
30. That the M.C. will be entitled to hand over the built up accommodation of both the amenities to any organisation and /or persons and Municipal nominees for project affected persons as per terms and conditions as may be decided by the M.C. for operation and maintenance etc.:-
31. That the CTS No. 809A/1/19A/1/1/1-A/3-A/3 & CTS No. 809A/1/19A/1/1/1-A/3-A/4 shall be amalgamated and layout plan of Retail Market & P.L. shall be got approved from Dy.Ch.E. (B.P.) W.S./ E.E. (B.P.) W.S. 'R'.
32. That the premises in lieu of accommodation reservation will be protected by the developer after granting occupation permission as the same is handover by A.C. (Market) to the organization to which it is allotted.
33. As per requirement specified by the E.E. (T & C)/ Building section, required Watchman/ Caretaker cabin shall be constructed on the parking lot amenity.
34. N.O.C from C.F.O. shall be insisted before C.C.
35. That the quality of construction shall be specifically certified by Water Proofing.
36. That adequate dewatering system shall be provided at the basement.
37. That the requisite stamp duty if applicable shall be paid on the development Agreement/Sale Agreement/Power of Attorney before approval of plans.
38. While utilisation of TDR on the plot in future the built up area of accommodation reservation shall be taken into account and the same shall be reflected in proforma A.
39. That the M.C. will be empowered to dispose off the stalls constructed in the Market in the manner as may be decided by the M.C.;
40. That all the condition as per Dy.Ch.E. (Traffic) letter under no. DyChE9129/Traffic dated 8/11/2005 shall be complied with.
41. That all the condition as per A.C. (Markets) letter under no. A.C/MC/14789 dt. 14/11/2005 shall be complied with.



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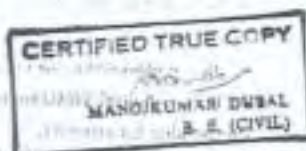
42. That the development permission is issued on the basis of documents submitted by you, If subsequently the documents are found to be false/forged / fraudulent then this permission shall stand revoked.

43. That the area handed over to MCGM of Retail Market & Parking Lot shall be reflected in PRC in the name of MCGM by way of mutation entry.

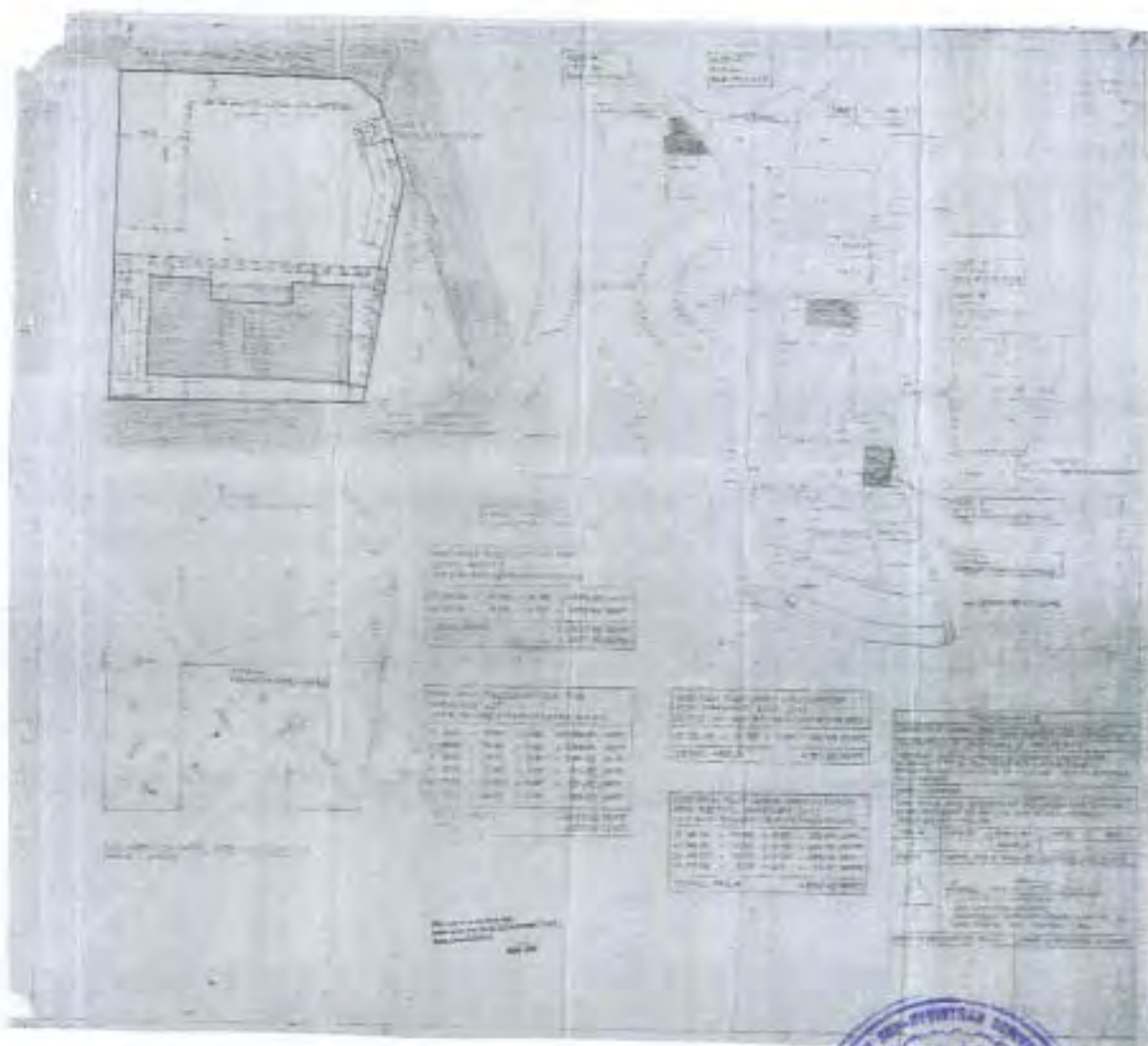
If you / your clients are agreeable to the above conditions, you may approach Ex.Engr.(Bldg.Proposals) W.S.'R' Wards, who is being informed separately regarding this matter.

Yours faithfully,

  
Executive Engineer  
(Development Plan) (W.S) P & R



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नगर रचना आणि मूल्यनिर्धारण विभाग

मुंबई प्रदेश (मल्यांकन), मुंबई

पुनर्गठित एड, डी. डी. इमारत, १ ला मकला, शहीद भगतसिंग मार्ग, फोर्ट, मुंबई- ४०० ०३३  
फोन नं. (०२२) २२६९०३६३ Email ID:- dft@mum.gov.in

स. अ. प्र. क्र./डॉन दाखला /१४३२



प्रति,

मुद्रांक निस्काशिकाती,  
बोरोवली.

विषय:- मूल्यदर विभाग निश्चित करून मिळणेबाबत.

मौजे पोंईसर ता. बोरोवली येथील सि. टी. एस. नं. ८०९/१/१/६ ते ८०९/१/१/१० बाबत.

संदर्भ:- आपले पत्र क्र.मुंमिबा/डॉन स/सनर/३२१५/१८, दि. २१/०६/२०१८

विषयवर्तित प्रकरणी आपल्या संदर्भाधिन पत्राच्या अनुषंगाने खालील तक्त्यात नमुद केल्याप्रमाणे मिळकतीचा मूल्यदर विभाग निश्चित केला आहे. सदर अभिप्राय फक्त याच प्रकरणाशी संबंधित आहे, तरी त्याप्रमाणे मूल्यदर विभाग विद्यारत घेऊन प्रकरणी आवश्यक ती कार्यवाही करण्यात यावी.

जिल्हा:- मुंबई शहर

तालुका:- बोरोवली

मौजे नाव:- पोंईसर

| अ. क्र. | सि.स.क्र./अंतिम धुळंड क्र.              | कोणत्या विभागातून वगळणे तो मूल्यदर विभाग क्रमांक | ज्या विभागात समाविष्ट करावयाचा तो मूल्यदर विभाग क्रमांक | कोणत्या वर्षासाठी | शेरा                                                                                                                              |
|---------|-----------------------------------------|--------------------------------------------------|---------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| १       | २                                       | ३                                                | ४                                                       | ५                 | ६                                                                                                                                 |
| १       | सि. टी. एस. नं. ८०९/१/१/६ ते ८०९/१/१/१० | मिसिंग                                           | ७८/३४९                                                  | २०१७-१८           | मौजे पोंईसर ता. बोरोवली येथील सि. टी. एस. नं. ८०९/१/१/६ ते ८०९/१/१/१० या मिळकती मूल्यदर विभाग क्र. ७८/३४९ मध्ये समाविष्ट होत आहे. |

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