

HIGH COURT, BOMBAY

0748334

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.519 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO.658 OF 2007

In the matter of scheme of Amalgamation of M/s Oshiwara Properties and Investments Pvt Ltd; M/s Amalita Properties and Investments Pvt Ltd; M/s Daitoryo Properties and Investments Private Limited; M/s Ardisia Properties and Investments Pvt Ltd; M/s Armacoat Properties and Investments Pvt Ltd; M/s Achate Properties and Finvest Pvt Ltd; M/s Julietta Properties and Finvest Pvt Ltd WITH M/s Videocon Realty and Infrastructures Ltd.

Oshiwara Properties
and Investments Pvt Ltd .. Petitioner.
(1st Transferor Co.)
WITH

COMPANY PETITION NO.520 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO.659 OF 2007

Amalita Properties and
Investments Pvt Ltd .. Petitioner.
(2nd Transferor Co.)
WITH

COMPANY PETITION NO.521 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO.660 OF 2007

Daitoryo Properties
and Investments Pvt Ltd .. Petitioner.
(3rd Transferor Co.)
WITH

COMPANY PETITION NO.522 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO.681 OF 2007

Ardisia Properties and
Investments Pvt Ltd .. Petitioner.
(4th Transferor Co.)
WITH

For VIDEOCON REALTY & INFRASTRUCTURES LIMITED

DIRECTOR / AUTHORISED SIGNATORY

Companies Act, 1956.

2. Counsel appearing on behalf of the Petitioners has stated before the Court that insofar as the Transferor companies are concerned : (i) all the equity shareholders have granted their consents; (ii) there are no secured creditors; and (iii) all the unsecured creditors have granted their consents and, in view thereof, meetings of the equity shareholders and unsecured creditors were dispensed with.

3. Insofar as the Transferee company is concerned, the Court has been informed by the learned counsel that: all the equity shareholders have granted their consents; (ii) there are no secured creditors; and (iii) all the unsecured creditors have granted their consents and, in view thereof, meetings of the equity shareholders and unsecured creditors were dispensed with.

4. In view of the objection raised by the Regional Director in paragraphs 8 of their affidavit, Mr. Pandey, learned counsel for the petitioners, undertakes on behalf of the transferee company to comply with all the formalities and statutory compliances, if any, for increase in the authorised share capital of the transferee company within eight weeks from today. His statement is accepted.

5. Upon perusal of the entire material placed on record, the scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to any public policy. None of the parties concerned has come forward to oppose the scheme. Moreover, both the Regional Director and the Official Liquidator have stated that the scheme as proposed is not contrary to the public interest or prejudicial to the interest of the shareholders or creditors.

6. There is no objection to the scheme and since all the requisite statutory compliances have been fulfilled, all the Company Petitions of the transferor companies are made absolute in terms of prayer clauses (a) to (f).

7. Company Petition N.526 of 2007 is made absolute in terms of prayer clauses (a) to (f).

8. The transferee-company to lodge a copy of the order and the scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamps duty payable on the same, if any, within 30 days of obtaining a certified and/or an authenticated copy of the order.

9. The Petitioners in all the petitions to pay costs of Rs.5000/- each to the Regional Director and to the Official Liquidator in Company Petition filed by

the transferor-companies. Costs to be paid within four weeks from today.

10. Filing and issuance of drawn up order is dispensed with.

All authorities concerned to act on a copy of this order duly authenticated by the Registry.

TRUE COPY
for Pandya & Co

[Signature]
Sd/-

(D.B. BHOSALE, J.)

TRUE COPY

22/11/02
Section Officer
High Court Appellate Side
Bombay.

TRUE-COPY

[Signature]
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY



**SCHEME OF AMALGAMATION
OF
DAITORYO PROPERTIES AND INVESTMENTS PRIVATE LIMITED
WITH
VIDEOCON REALTY AND INFRASTRUCTURES LIMITED**

1. DEFINITIONS:

For the Purpose of this scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 
- 1.1 "The Transferor Company" means "Daitoryo Properties and Investments Private Limited", a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 171 - C, Mittal Court, Nariman Point, Mumbai - 400 021, in the State of Maharashtra.
- 1.2 "The Transferee Company" means "Videocon Realty and Infrastructures Limited", a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at Auto Cars Compound, Adalat Road, Aurangabad - 431 005, in the State of Maharashtra.
- 1.3 "The Act" means the Companies Act, 1956.

1.4 "The Appointed date" means 1st April 2006.

1.5 "The Effective Date" means the date on which the last of the approvals including the sanction of the scheme by the High Court of Judicature of Bombay is obtained or later of the dates on which the certified copies of each of the order of the Bombay High Court sanctioning the scheme, are filed with the Registrar of the Companies, Whichever is later.

1.6 "Undertaking" shall mean -

- a. All the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as the said "Assets")
- b. All the debts, Liabilities, duties and obligations of whatsoever nature of the Transferor Company as on the appointed date (hereinafter referred to as the said "Liabilities")
- c. Without Prejudice to the generality of Sub Clause (a) above, the undertaking of the Transferor Company shall include all the Properties of the Transferor Company moveable or immoveable, real or personal, corporeal or



incorporeal, in possession or in reversion, present, future or contingent of whatsoever nature, assets, investments, powers including leasehold rights, easements, tenancy rights, advantages, product sharing contracts, industrial and other licenses, permits, authorizations, quota rights, agency rights, trade marks, Patents, various exemptions/ incentives granted under different schemes of the Central/State Government, including the carried forward losses under the Income Tax Act, 1961, and other industrial and intellectual properties, import quotas, import entitlements, and all other interest, rights, and powers of every kind, nature and description whatsoever, privileges, liberties advantages, benefits, consents, sanctions and approvals.

- 1.7 "The Scheme" means this scheme of Amalgamation in its present Form or with any modifications approved or imposed or directed by the High Court of the Judicature at Mumbai, as the case may be.

2. SHARE CAPITAL:

2.1 The Authorised, Issued, Subscribed, and Paid up Capital of Daitoryo Properties and Investments Private Limited as on 31st March 2006 was as under:

Authorised Capital

1,000,000 Equity Shares of Rs.10/- each - Rs. 10,000,000

Issued, Subscribed and Paid Up.

10,000 Equity Shares of Rs. 10 each - Rs. 1,00,000

The Authorised, Issued, Subscribed and Paid Up Capital of Videocon Realty and Infrastructures Limited as on 31st March, 2006 was as under:

Authorised Capital

15,000,000 Equity Shares of Rs. 10 each - Rs. 150,000,000

Issued, Subscribed and Paid Up.

10,050,000 Equity Shares of Rs. 10 each - Rs. 100,500,000

Since then, there is no change in Authorised, Issued, Subscribed and Paid up-capital of both the Transferor and Transferee Company.

3. Transfer of Undertaking:

- 3.1 With effect from the opening of business as on the Appointed date, i.e., 1st April, 2006, the undertaking and all the properties, assets of the transferor Company, of whatsoever nature and whosoever

situated belonging to or in the ownership, power of possession and in control of or vested in or granted or enjoyed by the Transferor Company, shall under the provision of Section 391 and 394 of the Companies Act, 1956 without any further act or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company.

- 3.2 With effect from the Appointed Date all the liabilities of the Transferor Company and charges and mortgages created by the Transferor Company, if any, shall without any further act or deed, be and stand transferred or deemed to have been transferred to the Transferee Company, pursuant to the applicable provisions of the said Act so as to become as and from the Appointed date the debts, liabilities duties and obligations of the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act, provided always that the scheme shall not operate to enlarge the security for any loan, deposit, or facility created or available to the transferor Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security thereof on or after the amalgamation has become effective or otherwise.

3.3 With effect from the Appointed date, all benefits and entitlements of Stamp duty paid, Sales Tax Benefits, Payments and Credits, Excise Duty and Modvat credits, Income Tax Payments with Carried & Brought Forward Losses and other Tax benefits and credits for Advance Taxes paid, and all other benefits availed and available under the Income Tax Act or any other legislation and instruments of every description shall stand transferred to and be available to the transferee Company.

3.4 It is hereby specified that the undertaking of the Transferor Company shall include all the Rights, Privileges, power, authorities and all the properties, moveable and immoveable, real, Corporal or in-corporal in Possession or reversion, Present or contingent of whatsoever nature and wheresoever situated, held or entitled by the Transferor Company and all other obligations and duties of the Transferor Company.

4. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS:

Subject to the other provisions of this scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a Party, subsisting or having



effect immediately before the Effective date shall be in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferee Company had been a party thereto.

5. LEGAL PROCEEDINGS:

All the legal and other proceedings by or against the Transferor Company, if any, pending on the appointed date and relating to the said undertaking, its rights, liabilities, obligations, duties and covenants shall be continued and enforced by or against the Transferee Company.

6. OBJECTIVE OF THE SCHEME:

The proposed scheme of Amalgamation is being implemented with the main object to achieve the rationalization of the Management structure, thereby bringing about more useful utilization of management time and expertise. It will result in savings in administrative costs by reduction of duplication of administrative functions.

7. OPERATIVE DATE OF SCHEME:

The Scheme, although effective from the Appointed Date i.e., 1st April, 2006 shall be operative from the Effective Date.

8. TRANSFEROR COMPANY'S STAFF, WORKMEN & EMPLOYEES:

All the staff, workmen, or other employees in the services of the transferor Company, if any, immediately on or before the Effective Date shall become the staff, workmen and employees of the Transferee Company on the basis that:

- 8.1 Their services shall be deemed to have been continuous and not have been interrupted or broken by reason of the said transfer.
- 8.2 The terms and conditions of service applicable to such staff, workmen, or employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer.

9. CONDUCT OF THE BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE:



With effect from the Appointed date and upto the Effective Date, the transferor Company

9.1 Shall carry on and be deemed to carry on all their business and activities and stand possessed of their properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the transferor Company or losses arising or incurred by it shall for all purposes be treated as the Profits or losses of the Transferee Company as the case may be provided however, that if the amalgamation does not become effective on or before 31st December, 2007, or within such Period(s) as may be agreed upon by the Transferor and the Transferee Companies through its Directors, all the profits accrued to the Transferor Company or losses arising or accrued by it from the Appointed Date shall for all purposes be treated as the profits or losses of the Transferor Company alone.

9.2 Hereby undertakes to carry on its business until the effective date with reasonable diligence and shall not without the written consent of the Transferee Company, alienate, charge or otherwise deal with the undertaking or any part thereof except in the ordinary course of its business or without the prior consent of the Transferee Company or pursuant to any pre-

existing obligation undertaken by the Transferor Company prior to the appointed date.

- 9.3 Shall not vary the terms and the conditions of employment of its Employees except in the ordinary course of Business.
- 9.4 Shall not without the written consent of the Transferee Company, undertake any new business.
- 9.5 Save as specifically provided in this scheme, the Transferor Company shall not make any change in their Capital structure either by way of increase (by issue of rights Shares, equity shares, bonus Shares, convertible Debentures or otherwise) decrease, reduce, sub divide or consolidate, re organize in any manner, which may affect the Capital structure of the Company except with the prior approval of the Transferee Company.
- 9.6 Nothing contained in this clause restrains the Transferee Company to issue further capital or change its capital structure without any limitations. Thus, the Transferee Company will be entitled to issue any further shares or securities convertible into shares anytime as it may deem appropriate and necessary.



10. ISSUE OF SHARES BY TRANSFeree COMPANY AND
OTHER CHANGES TO BE EFFECTED:

10.1 The Shareholder of the Transferor Company shall be allotted 16 (Sixteen) Equity Shares of Transferee Company for every 100 (One Hundred) equity share held by them, credited as fully paid up, in the Capital of the Transferee Company on such record date as the Board of Directors of the Transferee Company may decide. The Transferee Company shall, if required increase the required Authorised Capital before the allotment of the Shares. The said equity shares shall rank pari passu in all respect with the existing equity shares of the Transferee Company.

Where any shareholder of the Transferor Company is entitled to fraction of a share of the Transferee Company, such Equity Shares as would represent total fractional capital will be allotted to one of the Directors or office bearers of the Transferee Company, who shall dispose off the same at the price not less than the fair value as arrived for determining the swap ratio as referred herein above and shall distribute the sale proceeds thereof after deducting all the relevant expenses amongst the shareholders of the Transferor



Company in proportion of their respective fractional entitlement.

10.2 For the Purpose as aforesaid, the Transferee Company shall, if and to the extent required, apply for and obtain any approvals including that of the Reserve Bank of India and other concerned authorities, for the issue and allotment by the transferee company to the respective members of the Transferor Company, the Equity shares in the said share capital of the Transferee Company in the ratio as aforesaid.

10.3 The Transferee Company shall on or before the allotment of Shares in terms of clause No. 10.1 above hereof increase its Share Capital by such number of equity shares as may be necessary to satisfy its obligation under the said clause. Approval to the Scheme by the members/creditors of the Transferee Company and by the Hon'ble High Court of Mumbai shall be deemed to be due compliance of the provisions of Section 81(1A) and other relevant provisions of the Act for the issue and allotment of shares to the shareholders of Transferor Company as provided in the Scheme.



10.4 The said Daitoryo Properties and Investments Private Limited shall stand dissolved without winding up in terms of the orders of the High Court in this behalf upon filing of Order passed by the Hon'ble High Court with the Registrar of Companies.

10.5 It has been informed that certain corporate shareholders of the transferor Company are also in process of amalgamation with the transferee Company.

In view of this, no shares of the transferee Company, Pursuant to this Scheme, shall be allotted to those Corporate Shareholders of the transferor Company, who have initiated the process of amalgamation with the transferee Company. A confirmation regarding commencement of the amalgamation process may be obtained from each of them.

11. MISCELLANEOUS:

All the Creditors of the Transferor Company shall become the creditors of the Transferee Company on the same terms and conditions and without the Transferee Company being required to extend further security for the same.



12. APPLICATION TO THE HONOURABLE HIGH COURT:

The Parties hereto shall, with all reasonable dispatch, make application under Section 391 and Section 394 of the said Act to the High Court of Judicature at Mumbai for sanctioning the scheme of Amalgamation and for the dissolution of the Transferor Company without winding up. In the event of the proposed scheme of Amalgamation being sanctioned by the Hon'ble High Court, the Transferor Company shall stand dissolved without winding up as provided for in the second proviso to Section 394 (1) of the Companies Act, 1956.

13. MODIFICATIONS / AMENDMENTS TO THE SCHEME:

- 13.1 The Transferor Company and the Transferee Company, through their Directors, may consent on behalf of all the persons concerned, to any modifications or amendments of this scheme of Amalgamation or to any conditions which the court and/or any other Authorities under the law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable for setting any question or doubts or difficulty that may arise in the carrying out this scheme of Amalgamation and do all

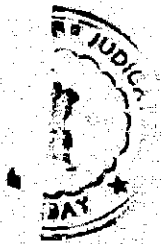
such acts, deeds, and things as may be necessary, desirable or expedient for putting this scheme of Amalgamation into effect.

- 13.2 For the purpose of giving effect to this scheme of Amalgamation or to any modification, amendment or condition thereof, the Directors of the Transferee Company are authorized to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any questions or doubts or difficulty whatsoever that may arise.

14. **APPROVALS AND SANCTIONS OF THE HON'BLE COURT:**

The Scheme is subject to the following Approvals.

- 14.1 The sanction or approval of the Authorities concerned being obtained and granted in respect of which such sanction or approval be required or be necessary.
- 14.2 The Approval to the scheme by the requisite majorities of the members of the Transferor and Transferee Company.
- 14.3 The requisite Resolution under the applicable provisions of the said Act being passed by the shareholders of the



Transferee Company for any of the matters provided for or relating to the scheme as may be required or necessary.

14.4 That the transfer intended under the scheme shall when sanctioned by the Hon'ble High Court, take effect from the appointed date and until the full and effectual carrying out thereof, both Companies shall stand possessed of all and singular "property and premises" to be transferred by the transferor Company to the Transferee Company as afore-stated and continue to carry on the business for and on behalf of and on Account of and in trust for the Transferee and to the Transferor Company including the Board of Directors and the other persons concerned, shall be entitled accordingly, to be indemnified by the Transferee Company for all purposes and in all respects.

14.5 And lastly that this scheme shall be deemed to have become operative on the same being as sanctioned by the Hon'ble Court of Mumbai with or without modifications and the necessary order or orders under Section 391 read with Section 394 of the Companies Act, 1956 shall have been made and the respective Board of Directors of the Transferor Company and the Transferee Company shall from time to time and with prompt

dispatch give all consents, pass all such resolutions, and do and cause to be done all such acts, deeds, matters and things and execute and cause to be executed all such writings and make and cause to be made such arrangements, applications and the like as may be necessary or required or advised of and incidental to and in relation to the due compliance thereof and the full and effectual carrying out of this scheme as sanctioned for all purposes and in all respect.

15. **EFFECT OF NON RECEIPT OF SANCTIONS:**

In the event of any of the said sanctions and approvals not being obtained and/or this scheme of amalgamation not being sanctioned by the High Court and/or orders not being passed as aforesaid on or before 31st December, 2007 or within such further period(s) as may be agreed upon between the transferor Company by its Directors and the Transferee Company by its Directors, this scheme shall stand revoked, cancelled and be of no effect save and except in respect of any act or deed prior thereto or as is contemplated hereunder and in such event, each party shall bear their own respective costs, charges and expenses in connection with this scheme of Amalgamation.

16. EXPENSES CONNECTED WITH THE SCHEME

All the costs, charges, and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with this scheme and carrying out and completing the terms and provisions of this scheme and/or incidental to the completion of the scheme of Amalgamation of the undertaking of the Transferor Company in pursuance of this scheme shall be borne and paid by the Transferee Company alone.

TRUE COPY
For Registrar & Co.
Khandya
20/11/02

TRUE-COPY
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

33
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IN THE HIGH COURT OF JUDICATURE,
AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 521 OF 2007

CONNECTED WITH
CO. APPLICATION NO. 660 OF 2007

IN THE MATTER OF THE COMPANIES
ACT, 1956.

AND

IN THE MATTER OF SECTION 391 & 394
OF THE COMPANIES ACT, 1956.

AND

IN THE MATTER OF DAITORYO
PROPERTIES AND INVESTMENTS
PRIVATE LIMITED

AND

IN THE MATTER OF SCHEME
OF AMALGAMATION OF DAITORYO
PROPERTIES AND INVESTMENTS
PRIVATE LIMITED

WITH

VIDEOCON REALTY AND
INFRASTRUCTURES LIMITED

DAITORYO PROPERTIES AND INVESTMENTS
PRIVATE LIMITED.. PETITIONER

FOR VIDEOCON REALTY AND INFRASTRUCTURES LIMITED

DIRECTOR AUTHORIZED SIGNATORY

**MINUTES OF ORDER ALONGWITH
THE SCHEME OF AMALGAMATION**

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DATED THIS 12TH DAY OF OCTOBER,
2007

Appointed on 11/10/07
Discovered on 11/10/07
Action Writer
Police
Examined by
Compared with
Ready as
Reviewed as

M/S. PANDYA & CO.,
ADVOCATES FOR THE PETITIONER
304, NEELKANTH,
98, MARINE DRIVE,
MUMBAI 400 002



Friday, September 24, 2004

11:18:30 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8828

दिनांक 24/09/2004

गावाचे नाव मरोशी

दस्तऐवजाचा अनुक्रमांक

वदर2 - 08774 - 2004

दस्ता ऐवजाचा प्रकार

भाडेपट्टा

सादर करणाराचे नाव: मे दैतोर्या प्रॉप अँड इनव्हेस्टमेंट प्रा लि चे संचालक सुरेश हेगडे - -

नोंदणी फी

:-

6400.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:-

620.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (31)

एकूण

रु.

7020.00

आपणास हा दस्त अंदाजे 11:33AM ह्या वेळेस मिळेल

सह. दुय्यम निबधक
बांसीवली रोवलीड,
मुंबई उपनगर जिल्हा.

बाजार मुल्य: 634500 रु. मोबदला: 600000रु.

भरलेले मुद्रांक शुल्क: 31730 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: स्टेट बँक नरीमन पॉइंट मुं 21;

डीडी/धनाकर्ष क्रमांक: 947022; रक्कम: 6400 रु.; दिनांक: 13/08/2004

6.2

THE BANK OF RAJASTHAN LTD.
BRANCH, MUMBAI Date 14-9-04

Stamp Duty	Rs. 31825/-
Service Charges	Rs. 20/-
Total	Rs. 31845/-

Name of stamp duty paying party
Dattarya Properties
and Investments Private
Limited

Name of counter party
Dattarya Properties
India Private Limited

Purpose of transaction
Lease
Agreement

Cheque No. if any. 2710619

Drawn on Bank of Rajasthan

Branch Fort Mumbai

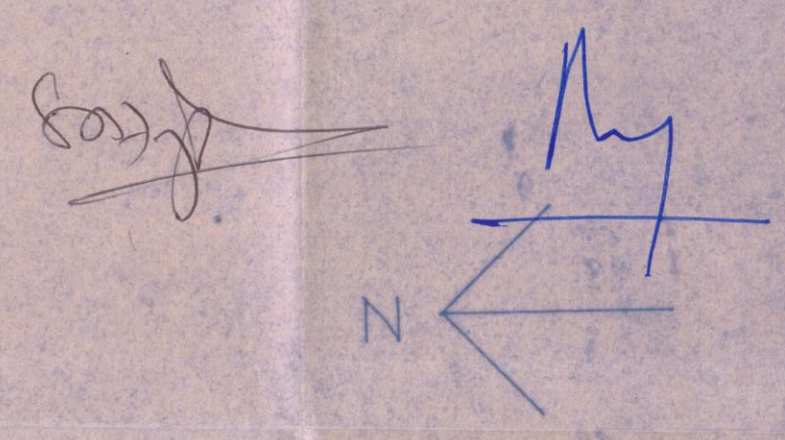
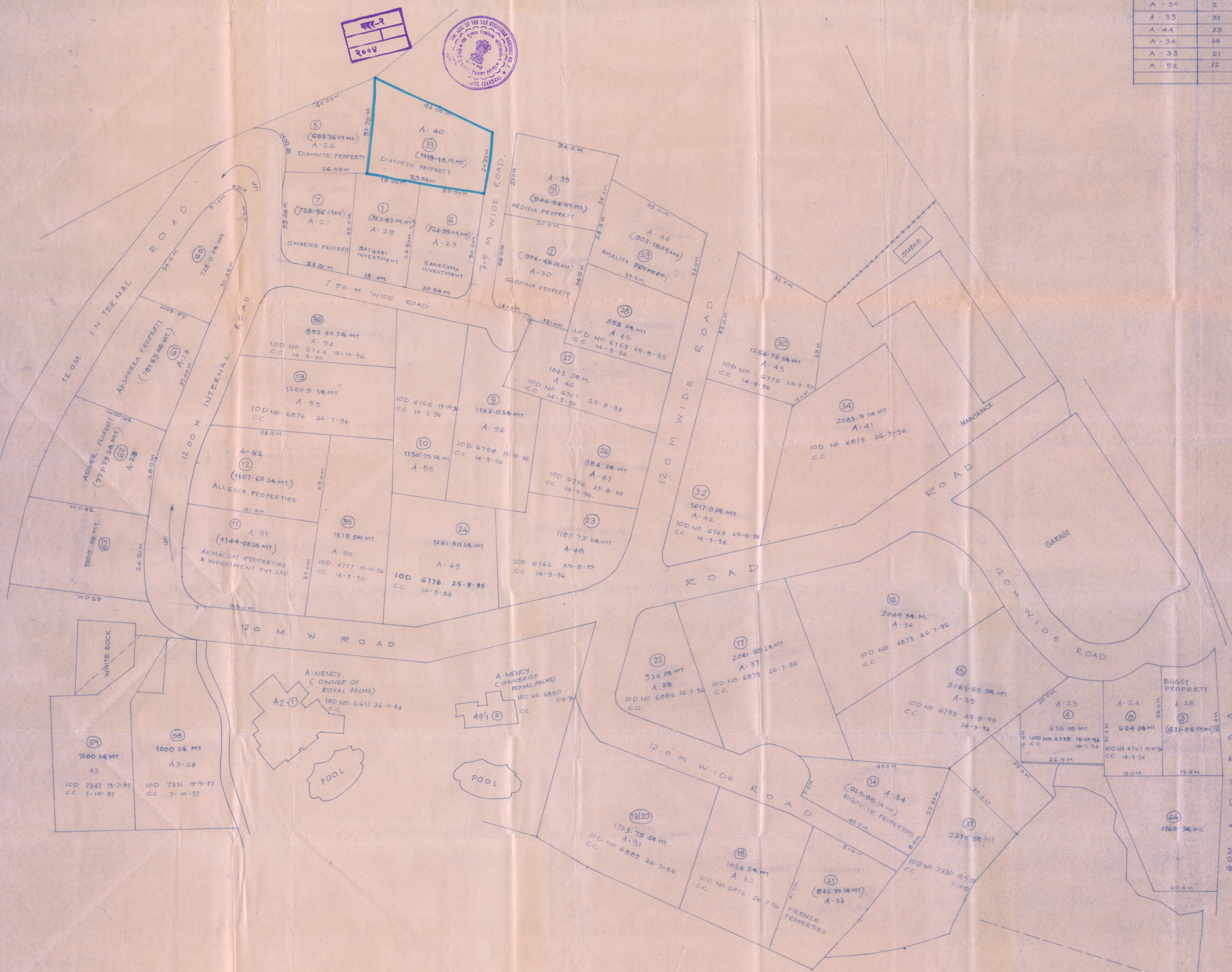
Cashier
Adhs-1/750Px20L/5/04/JS

Authorized signatory



बदर-२	
८६४	१
२००४	

COTTAGE NO.	PLOT No.	IOD No.	DATE OF IOD	AREA IN SQ. MT.
A-24	61	6757	13-10-96	781.65 M ²
A-23	62	6778	13-10-96	777.75 M ²
A-25	3	6763	13-10-96	621.45 M ²
A-51	11	6761	13-10-96	1144.00 M ²
A-27	7	5871	26-07-96	729.56 M ²
A-26	5	6770	13-10-96	685.36 M ²
A-40	33	6870	26-07-96	1113.10 M ²
A-28	1	6874	26-07-96	727.87 M ²
A-29	6	6877	26-07-96	724.55 M ²
A-30	2	6878	26-07-96	306.45 M ²
A-33	31	5887	26-07-96	846.54 M ²
A-44	29	6768	25-08-95	802.18 M ²
A-34	14	6858	26-07-96	925.85 M ²
A-33	21	6869	27-07-96	842.70 M ²
A-52	12	6760	13-10-96	1107.60 M ²



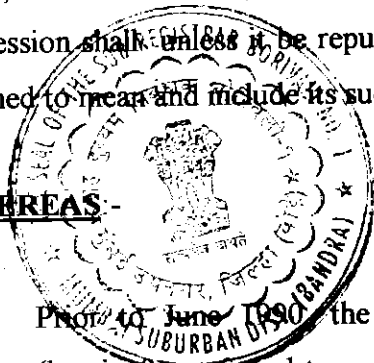
SD
AMIR NENCY
LAYOUT OF BUNGLOW PLOTS
AT THE ROYAL PALMS
ESTATE

SCALE 1:500

THIS INDENTURE OF LEASE made at Mumbai this 17th day of SEPTEMBER in the Christian Year Two Thousand and Four by and between **ROYAL PALMS (INDIA) PRIVATE LIMITED**, Formerly Known as Amir Parks and Amusements Private Limited, a company registered under Companies Act 1956 and having its registered office at 169, Aarey Milk Colony, Goregaon (East), Mumbai- 400 065, hereinafter referred to as "the LESSOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors of the One Part AND **DAITORYA PROPERTIES AND INVESTMENTS PRIVATE LIMITED** also a company incorporated under Companies Act 1956 and having its office at 171 Mittal Court, "C" Wing, 17th Floor, Nariman Point, Mumbai 400 021, hereinafter referred to as "the LESSEE/S" (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 Other Part;

WHEREAS:-

- (i) Prior to June 1990 the Trustees of A. H. Wadia Charity Trust (hereinafter referred to as "the said Trust") were seized and possessed



बदर-२
८६६४/२
२००४

Authorised Signatory

THE BANK OF RAJASTHAN LTD.
FORT, MUMBAI

INDIA STAMP DUTY MAHARASHTRA

R. 00317251-PB5130

SEP 14 2004

भारत 03638
141082
Special Adhesive
SEP 14 2004

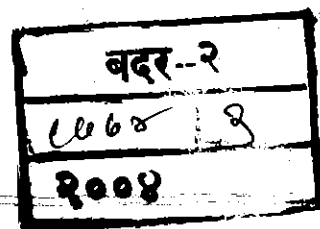
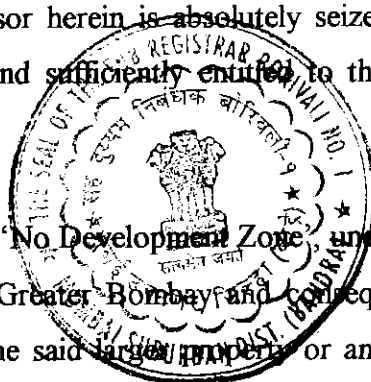
The Bank of
Rajasthan Ltd.
Fort
Mumbai



D-5/STP/M.C.R./2004/1154-56/104

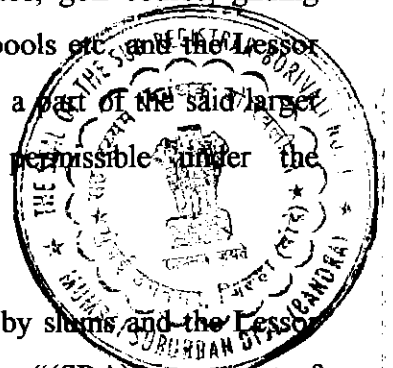
of or otherwise well and sufficiently entitled to all that piece or parcel of agricultural land or ground situate, lying and being at Village Marol Maroshi, Taluka, Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing Survey No.169 (part), City Survey No.1627 (part) and admeasuring about 240 acres equivalent to 975272.50 sq.mts. or thereabouts and more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said larger property";

- (ii) By and under a Consent Decree dated 14th June 1990 and Consent Terms dated 5th March 1993 as common Decree in Suit No.1745 of 1983 and Suit No.1657 of 1987 passed by the Hon'ble High Court of Bombay, the said Trust sold, transferred and conveyed the said larger property to the Lessor herein;
- (iii) The said Consent Decree dated 14th June, 1990 which is to operate as a Conveyance of the said larger property in favour of the Lessor is registered on 10th January, 1995 under Sr. No.403/95 in the office of the sub-Registrar of Assurances at Bombay;
- (iv) In the premises aforesaid, the Lessor herein is ~~absolutely~~ seized and possessed of and otherwise well and ~~sufficiently entitled~~ to the said larger property as owner thereof;
- (v) The said larger property falls under 'No Development Zone' under the sanctioned Development Plan for Greater Bombay and consequently (a) construction of structures on the said larger property or any part thereof is regulated as provided under Regulations 60 of the Development Control Regulations, 1991 and (b) no sub-division of the said larger land is permissible and the larger land is to vest in one owners as stipulated in the Government of Maharashtra guidelines for development under such zones by their letter nos.DCR/2218/UD11

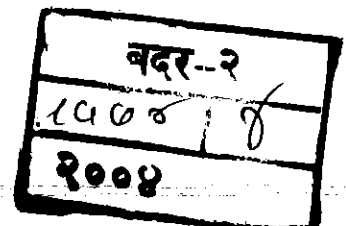


dated 10th October, 1994 and also Municipal Corporation of Greater Bombay and in their Intimation of Disapproval dated 26th June, 1996;

- (vi) Since the said larger property falls under "No Development Zone", the provisions of Chapter III of the Urban Land (Ceiling and Regulation) Act, 1976 are not applicable and the Additional Collector and Competent Authority (ULC), Greater Bombay has granted its "Non Vacant Land Certificate" dated 18th January, 1995;
- (vii) Under a writing dated 3rd March, 1997 bearing No.LEN-2694/No. 5122/J3 issued by the Revenue & Forest Department, the Lessors have been sanctioned right of way for ingress and egress to the said larger property over the land measuring 17, 690.20 sq. mtrs. of land belonging to the Aarey Milk Colony and bearing Survey No. 169, Mouje Marol for a year rent of Rs.33,90,781/- approx. Subsequently under a writing dated 8th July 1998 bearing No. 3D/KN-318/98 issued by the Collector Mumbai Suburban District, the yearly rent in respect of the said right of way is reduced to Rs.15,95,317/- and in pursuance of the said writing a duly registered Deed of Grant of Right of Way in favour of the Lessor will be obtained by the Lessor at its own costs.
- (viii) Parts of the said larger property may be developed by the Lessor or parties authorized by Lessor for activities like setting up of resorts, hotels, motels, restaurants, health, farms, clubs, golf course, gliding powered-gliding, skiting facilities swimming pools etc. and the Lessor shall be developing or may permit to develop a part of the said larger property for the activities as may be permissible under the Development Control Regulations.
- (ix) A part of the said larger property is affected by slums and the Lessor has submitted a Scheme for slum Rehabilitation "(SRA)" in respect of a portion of the said larger property as contemplated by Rule 33(10) of Development Control Regulations and the said Scheme has been



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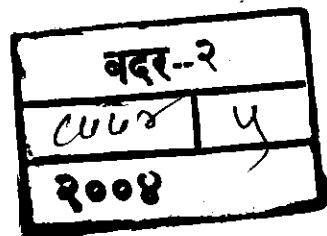


approved by the Municipal Corporation of Greater Mumbai under their LOI No. DY/CE/SI/SRD/0163 to 0169 dated 27.03.96.

- (x) A plan, inter-alia, showing the present proposed Scheme for development of the said larger property where the Lessor proposes to set up or permit to set up Country club and allied facilities and hotels and area covered by Slums and intended to be developed under Slum Re-Development Scheme and portions for putting up cottages is shown on the plan which is hereto attached and marked as Annexure "A". The Lessor shall have right to alter or amend the said layout plan in a manner that will not affect the rights of the Lessee in respect of the plot of land demised and/or leased under these presents;
- (xi) Out of the said larger property, the Lessor had by an Agreement dated 16th June, 1994 agreed to sell a portion thereof admeasuring 605 square meters equivalent to 6512.38 square feet and bearing (private) Plot No. 54 of internal layout plan and more particularly described in the Second Schedule hereunder written.
- (xii) Thereafter the parties hereto have by mutual consent agreed to substitute the said Plot bearing No. 54 which was agreed to be sold to the Lessee by Plot No. 33 admeasuring 1119.10 sq. meters and shown with Legend Cottage No. 40 and delineated with blue colour boundary line on the said plan hereto annexed as Annexure "A" and more particularly described in the Third Schedule hereunder written being a part of the said larger property hereto and also shown independently on plan thereof annexed hereto as Annexure "B" and more particularly described in the Third Schedule hereunder written and hereinafter referred to as "the demised land";



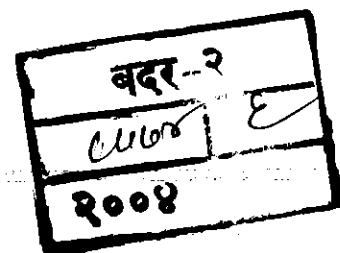
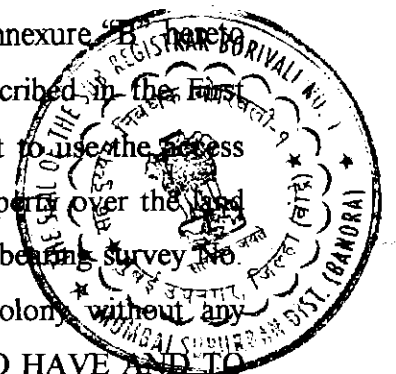
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- (xiii) In view of the aforesaid provisions of Development Control Regulations, parties have realized that it is not possible to execute a Deed of Conveyance in respect of the said demised land as sub-division of the said larger property and sale of the said demised land is not permissible and the fact that sub-division of the said demised land from out of the said property is not allowed and/or possible was recorded in the aforesaid agreement for sale dated 16th June, 1994 and in view thereof the Lessees have agreed and requested the Lessor to execute a Deed of Lease in their favour in place and stead of the Deed of Conveyance in respect of the said demised land being these presents;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

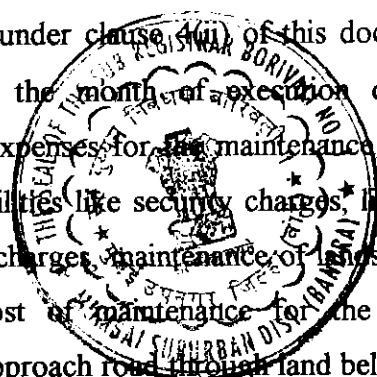
1. In pursuance of the said Agreement and in consideration of the said payment of the sum of Rs. 6,00,000/- (Rupees Six Lacs only) paid by the Lessee to the Lessor (the payment and receipt whereof the Lessor doth hereby admit and acknowledge and of and from the same and every part thereof the Lessor doth hereby acquit, release and discharge the Lessee forever) and the rent hereby reserved and covenants conditions and stipulation herein contained to be observed and performed on the part of the Lessee the Lessor do hereby demise unto the Lessee all that piece or parcel of land admeasuring 1119.10 sq. mts. or thereabouts more particularly described in the Third Schedule hereunder written and delineated by blue colour boundary line on the plan bearing Annexures "A" and also shown in Annexure "B" hereto and being a part of the said larger property described in the First Schedule hereunder written together with the right to use the access road being the right of way to the said larger property over the land belonging to the Aarey Milk Colony "(AMC)" and bearing Survey No. 169 obtained by the Lessor from Aarey Milk Colony without any payment for its maintenance and other charges TO HAVE AND TO HOLD the demised land the same unto the Lessee for a period of 999



years commencing from the date of these presents and determinable as hereinafter provided paying therefore during the whole of the said term the annual rent of Re.1 (Rupee one only) payable if demanded.

2. The Lessee for itself, its successors and assigns and to the intent that the obligation herein contained may continue through out the terms hereby created doth hereby covenant with the Lessor as follows: -

- (i) During the said term to pay the rent hereinbefore reserved upon the days and in the manner aforesaid;
- (ii) During the entire term of the lease to forthwith bear and pay all taxes, rates, assessments, cesses, premiums, charges, outgoings, fees and all other levies and imposts which may for the time being be levied and imposed in respect of the said demised land or any part thereof whether payable by the Lessors of the Lessee, or holders tenants and the occupiers thereof, save and except the outgoings and maintenance in respect of Aarey Milk Colony land (right of way) as stated in Clause 1 above.
- (iii) Apart from the rent hereby reserved to be paid by the Lessee to the Lessor, the Lessee shall regularly pay to Lessor an amount of Rs.2.03/- (Rupees Two and paise Three only) per sq. ft. of F.S.I. allocated to Lessee under clause 4(ii) of this document per month starting from the month of execution of this document, towards cost, expenses for the maintenance of the common amenities and facilities like security charges, lighting, roads, drainage, sweepers charges, maintenance of landscaping charges, including the cost of maintenance for the larger property and charges for approach road through land belonging to Aarey Milk Colony, repairs and other expenses necessary and incidental to the management and maintenance required for

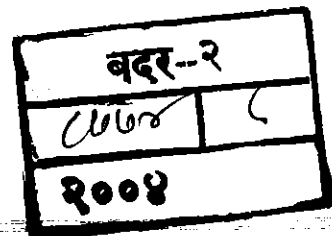
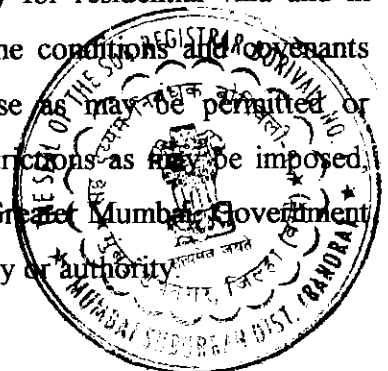


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proper enjoyment of such common amenities and facilities for the use of the demised land, which is a part of the larger property. It is agreed that the payment of the said maintenance charges shall neither create nor is intended to create any right, title or interest in favour of the Lessee in respect of other areas of the said larger property. It is agreed that if the present Lessees assign or transfer their leasehold rights in favour of any third party, (save and except any of the entities forming part of the Videocon group) the Lessor shall after such assignment be entitled to levy an escalation of 5% per annum in respect of the monthly maintenance charges payable under this clause by the Assignee of the Lessee.

- (iv) The Lessee shall pay the water charges as per the actual consumption as shown in the water meter installed on the plot to be supplied from the reservoir and the storage facilities common for all the occupants of the said larger land. It is understood that the cost of such water charges shall be higher than the normal water charges of the Municipal Corporation for Greater Mumbai. The cost shall comprise of actual costs comprising of the items listed in Annexure "C" annexed hereto with nominal margin up to 30% which will cover overheads. Such charges shall be paid by the Lessee to the Lessor on the bills submitted on that behalf.
- (v) To use the said demised property for residential villa and in accordance with and subject to the conditions and covenants herein contained for such purpose as may be permitted or approved and subject to such restrictions as may be imposed, by the Municipal Corporation of Greater Mumbai, Government of Maharashtra and other local body or authority.



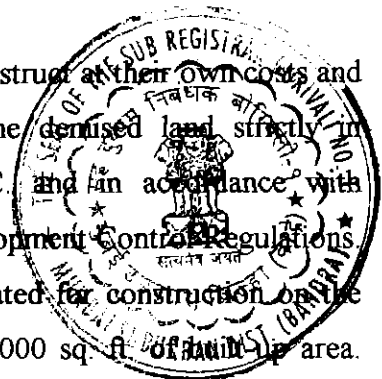
(vi) To deliver unto the Lessor upon the determination or termination of the Lease hereby granted the said demised land.

3. The Lessor hereby covenants with the Lessee to forthwith bear all taxes, rates, assessments, cesses, premiums, charges, outgoings, fees and all other levies and imposts respectively which may for the time being be levied and imposed in respect of the said larger property or any part thereof but excluding the said property hereby demised and the taxes and/or outgoings for demised land shall be paid or reimbursed by the Lessee, subject to what is stated herein.

4. It is hereby agreed and declared by and between the parties hereto as follows :-

(i) That the Lessee shall during the subsistence of these presents have a right to transfer and assign the said demised land and/or any part thereof or to sub-demise the same or any parts thereof or to grant monthly tenancies in respect of the premises comprised in the said demised land upon such terms and conditions and stipulations as may be deemed necessary or proper by the Lessee in its sole and absolute discretion and shall be entitled to recover and realize the consideration in respect thereof including rents and other amounts which may from time to time be receivable by the Lessee in respect thereof.

(ii) The Lessees shall be entitled to construct at their own costs and expenses a residential villa on the demised land strictly in accordance with I.O.D. and C.C. and in accordance with regulations 60 and 61 of the Development Control Regulations. It is further agreed that FSI allocated for construction on the demised land by the Lessees is 3000 sq. ft. of built up area. The Lessees shall, therefore, be entitled to put construction of an aggregate area of 3000 sq. ft. only out of which 1800 sq. ft.



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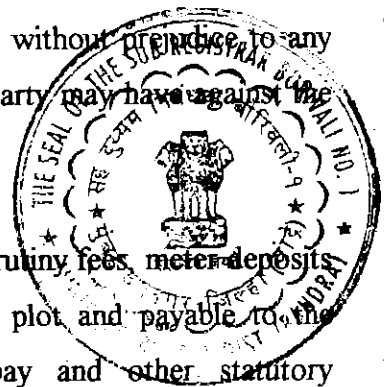
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shall be utilized for the main residential villa and the balance 1200 sq. ft. shall be utilized for other ancillary structures such as cabin for watchmen, servants' quarters, verandah, balcony, garages, store rooms, etc. It is further agreed that if at any time in future the rate of FSI available on the demised land is increased, the Lessee of the demised land shall be entitled to use or utilize such additional FSI relatable to the area of the demised land. The Lessee shall also be entitled to utilize T.D.R., if available, on the demised land relatable to the area of the demised land. Provided always that in either event the Lessor shall have obtained the required statutory sanctions from all concerned authorities and the Lessor and the Lessee covenant with each other that they shall give to the other their respective consent for the purpose to enable the other to use, utilize and enjoy their respective rights in the manner aforesaid.

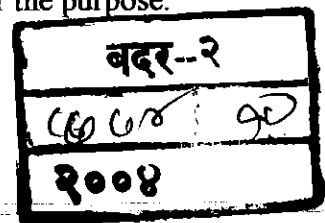
(iii) The Lessors have completed all the infrastructure described in **Annexure "D"** hereto

5. It is hereby agreed and declared by and between the parties hereto that if but only if the rent or any part in respect of the said demised land shall remain unpaid for a period of six months after become payable, the same having been formally demanded by the Lessor, it shall be lawful for the Lessor at any time thereafter to enter upon the demised premises or any part thereof in the name of the whole and thereupon these presents shall absolutely determine but without prejudice to any claim, right, action or remedy which either party may have against the other under or by virtue of these presents.

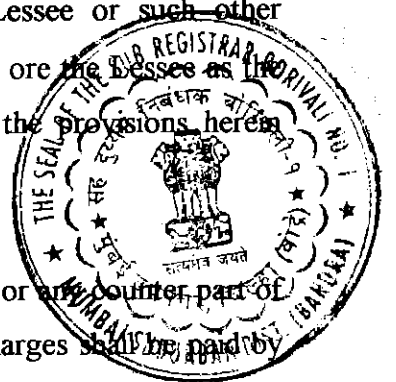
6. The Lessee shall pay all security deposits, scrutiny fees, meter deposits and other charges with regard to the said plot and payable to the Municipal Corporation of Greater Bombay and other statutory authorities including B.S.E.S. Ltd. or MSEB for the purpose.



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7. The Lessee is aware that no sub-division is presently permissible by the Municipal corporation of Greater Bombay and other concerned bodies and the Lessor shall notionally demarcate the said demised land and lease the same to the Lessee.
8. The Lessee agrees that he will not further sub-divide the said demised land after the demarcation and use the same for such purposes as is permitted under the Development Control Regulation for the time being in force. If such sub-division is allowed in future the Lessee shall be entitled to have the said demised land sub-divided at their cost, risk and expenses.
9. The Lessor shall pay all outgoings together with ground rent, Municipal and Collector's bills in respect of the said demised land hereby agreed to be leased. After the execution of these presents, the Lessee shall be liable to pay all betterment charges, if any, and levies of a like nature in respect of the demised land hereby agreed to be leased.
10. Any notice given to the Lessor or the Lessee under the terms of these presents or in connection with the said property shall be deemed as duly served and the same shall have been sent by Registered Post A.D. or shall have been properly delivered and acknowledged at the formal respectively addresses of the Lessor or the Lessee or such other address as shall have been notified by the Lessor or the Lessee as the case may be to the other in accordance with the provisions herein before contained.
11. All costs, charges and expenses in respect hereof or any counter part of or relating to the stamp duty and registration charges shall be paid by the lessee each party shall bear their respectively advocates fees.



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IN WITNESS WHEREOF THE parties hereto have hereunto and to the duplicate hereof set and subscribed their hands/seals the day and year first hereinabove written.

:THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the larger property)

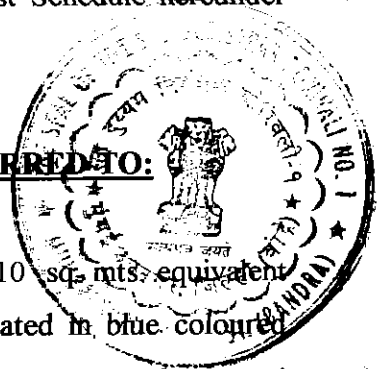
All those pieces and parcels of agricultural land falling in No Development Zone situate, lying and being at Village Marol Maroshi, Taluka Andheri in the Registration District and Sub-district of Bombay City and Bombay Suburban and bearing Survey No.169 (part) City Survey No.1627 (part) and admeasuring about 240 Acres Equivalent to 975272.50 sq.mts or thereabouts.

:THE SECOND SCHEDULE ABOVE REFERRED TO:

A portion of a piece of land admeasuring 605 square meters equivalent to 6512.38 square feet and bearing (private) Plot No. 54 and being part of the larger property more particularly described in the First Schedule hereunder written.

:THE THIRD SCHEDULE ABOVE REFERRED TO:

A portion of a piece of land admeasuring 1119.10 sq. mts. equivalent to 1338.48 sq. yards being Plot No. 33 and demarcated in blue coloured boundary line as shown on the sanctioned layout plans thereof annexed hereto as Annexure "A" and "B" and being part of the larger property more particularly described in the First Schedule hereunder written.



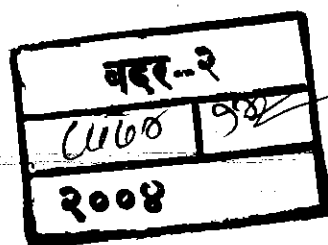
SIGNED AND DELIVERED

by the withinnamed Lessor

ROYAL PALMS (INDIA) PRIVATE LIMITED)

For ROYAL PALMS (INDIA) PVT. LTD.

Director



in the presence of.....

1. *Pooja N. K...*

2.

SIGNED AND DELIVERED

by the withinnamed Lessee/s

**DAITORYA PROPERTIES AND
INVESTMENTS PRIVATE LIMITED**

For Daitorya Properties & Investments Private Ltd.

[Signature]

Director/Authorised Signatory.

in the presence of.....

1. *Dayda*

2. *17/9/04*
Advocate & solicitor

RECEIPT

RECEIVED from the withinnamed Lessee/s an amount of Rs. 6,00,000/-
(Rupees Six Lacs only) being the premium and one year's rent payable under
this DEED OF LEASE.

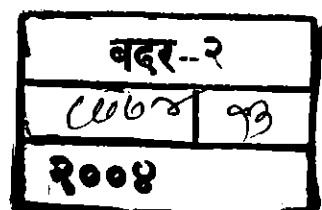
**WE SAY RECEIVED
For ROYAL PALMS (INDIA) PVT. LTD.**

[Signature]
LESSOR

Director

WITNESSES :

Pooja N. K...



ANNEXURE "C"

Schedule For Water Supply:

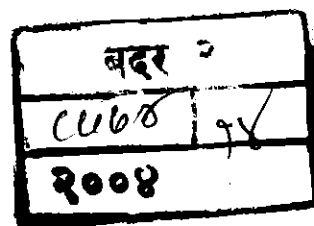
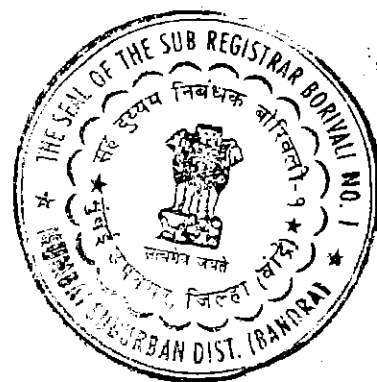
Maintenance Cost Of:

- 1.0 Bore Wells**
- 2.0 Pumps and Pumping Stations**
- 3.0 Dams**
- 4.0 Water Supply Systems**
- 5.0 Storage Tanks**
- 6.0 Filtration Plants**
- 7.0 Recycling Systems**

And other related items for maintaining adequate and proper water supply system.

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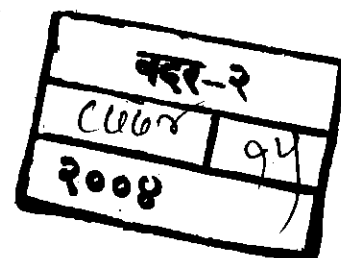
ANNEXURE "D"

Items for Maintenance :

- 1.0 Roads**
- 2.0 S.W.Drains**
- 3.0 Cross Drains**
- 4.0 Street Lights & Electric Consumption**
- 5.0 Drainage**
- 6.0 Sewerage Treatment Plant**
- 7.0 Electrical Mains and Cables**
- 8.0 Security**
- 9.0 Malis and Landscaping**

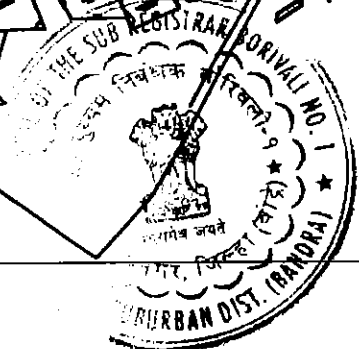
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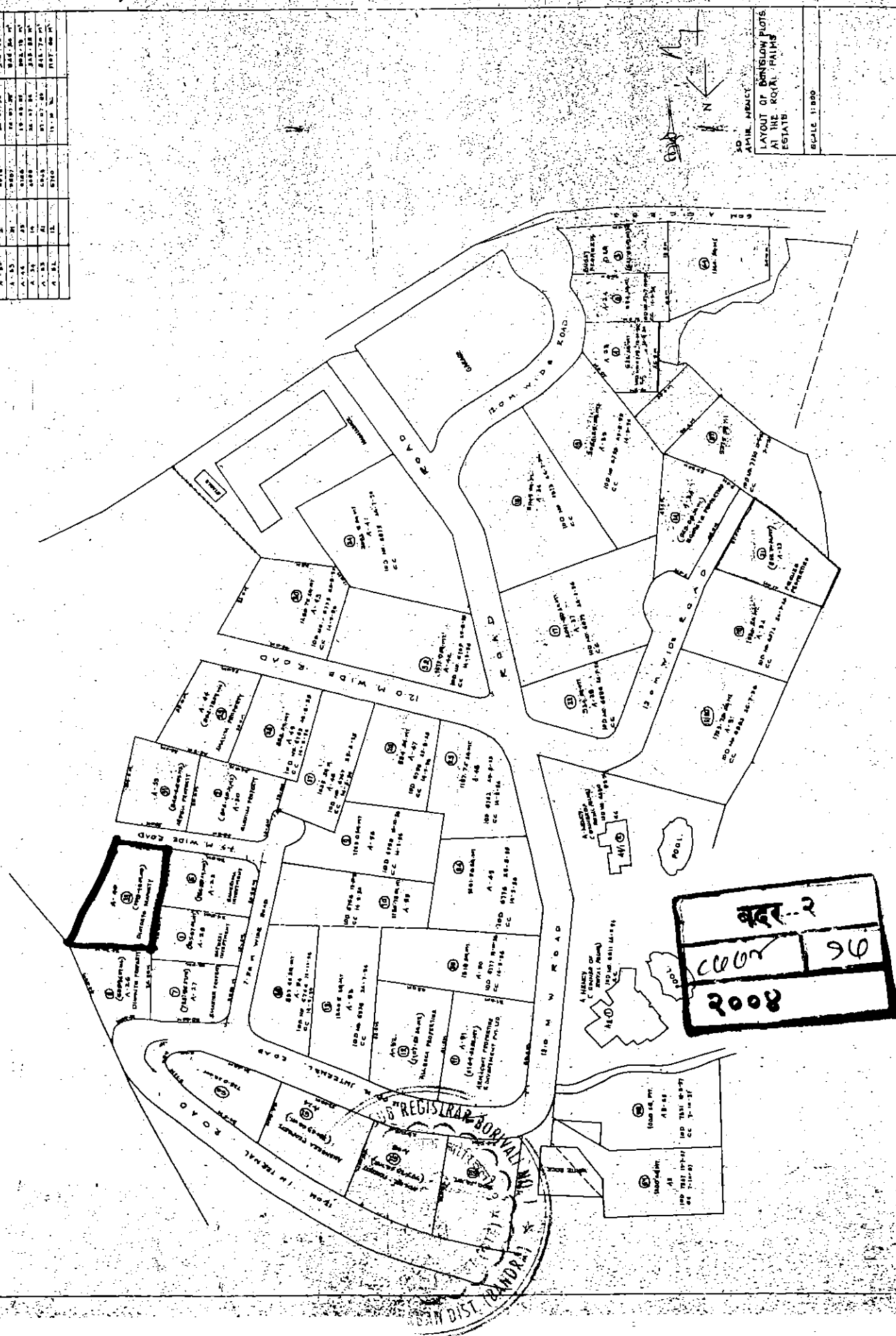


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Sample No.	Plot No.	300 No.	1000 of 100	Area in Acres
A-14	63	7377	15.15	781.48 ac.
A-15	62	7373	15.15	781.48 ac.
A-16	61	7369	15.15	781.48 ac.
A-17	60	7365	15.15	781.48 ac.
A-18	59	7361	15.15	781.48 ac.
A-19	58	7357	15.15	781.48 ac.
A-20	57	7353	15.15	781.48 ac.
A-21	56	7349	15.15	781.48 ac.
A-22	55	7345	15.15	781.48 ac.
A-23	54	7341	15.15	781.48 ac.
A-24	53	7337	15.15	781.48 ac.
A-25	52	7333	15.15	781.48 ac.
A-26	51	7329	15.15	781.48 ac.
A-27	50	7325	15.15	781.48 ac.
A-28	49	7321	15.15	781.48 ac.
A-29	48	7317	15.15	781.48 ac.
A-30	47	7313	15.15	781.48 ac.
A-31	46	7309	15.15	781.48 ac.
A-32	45	7305	15.15	781.48 ac.
A-33	44	7301	15.15	781.48 ac.
A-34	43	7297	15.15	781.48 ac.
A-35	42	7293	15.15	781.48 ac.
A-36	41	7289	15.15	781.48 ac.
A-37	40	7285	15.15	781.48 ac.
A-38	39	7281	15.15	781.48 ac.
A-39	38	7277	15.15	781.48 ac.
A-40	37	7273	15.15	781.48 ac.
A-41	36	7269	15.15	781.48 ac.
A-42	35	7265	15.15	781.48 ac.
A-43	34	7261	15.15	781.48 ac.
A-44	33	7257	15.15	781.48 ac.
A-45	32	7253	15.15	781.48 ac.
A-46	31	7249	15.15	781.48 ac.
A-47	30	7245	15.15	781.48 ac.
A-48	29	7241	15.15	781.48 ac.
A-49	28	7237	15.15	781.48 ac.
A-50	27	7233	15.15	781.48 ac.
A-51	26	7229	15.15	781.48 ac.
A-52	25	7225	15.15	781.48 ac.
A-53	24	7221	15.15	781.48 ac.
A-54	23	7217	15.15	781.48 ac.
A-55	22	7213	15.15	781.48 ac.
A-56	21	7209	15.15	781.48 ac.
A-57	20	7205	15.15	781.48 ac.
A-58	19	7201	15.15	781.48 ac.
A-59	18	7197	15.15	781.48 ac.
A-60	17	7193	15.15	781.48 ac.
A-61	16	7189	15.15	781.48 ac.
A-62	15	7185	15.15	781.48 ac.
A-63	14	7181	15.15	781.48 ac.
A-64	13	7177	15.15	781.48 ac.
A-65	12	7173	15.15	781.48 ac.
A-66	11	7169	15.15	781.48 ac.
A-67	10	7165	15.15	781.48 ac.
A-68	9	7161	15.15	781.48 ac.
A-69	8	7157	15.15	781.48 ac.
A-70	7	7153	15.15	781.48 ac.
A-71	6	7149	15.15	781.48 ac.
A-72	5	7145	15.15	781.48 ac.
A-73	4	7141	15.15	781.48 ac.
A-74	3	7137	15.15	781.48 ac.
A-75	2	7133	15.15	781.48 ac.
A-76	1	7129	15.15	781.48 ac.



GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MIRDA BLDG. BANDRA (E)
MUMBAI - 400 051
MAH/GSO/010

RS. 100/- ONE HUNDRED - ONLY
SPECIAL ADHESIVE
Rs. 0000100/
281903 11.9.2002 00047
INDIA MAHARASHTRA

1177951015

Signature
INDEPENDENT OF STAMPS,
BANDRA.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I Sarvashi.
MOHAMMED A. NENSEY, Managing Director of Royal Palms (India)
Pvt. Ltd. Formerly Known as AMIR PARKS & AMSUEMENT PVT
LTD. Survey No.169(pt), Aarey Milk Colony Road, Near Goregaon (East) Mumbai 400 065 (hereinafter referred to as "the
Company") SEND GREETINGS :

WHEREAS I am not in a position to attend to various matters relating to
registration and/or admission of documents in connection with the properties
owned and possessed by the company and more particularly described in the
Schedules "A" herein below appearing .

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AND WHEREAS in the circumstances aforesaid it is necessary and also expedient for us to appoint an attorney who looks after affairs relating to the registration and admit execution of Agreement to sell/Deed of Conveyance/Agreement to Lease/Lease/Rectification etc (hereinafter referred to as "the document" for brevity sake) in respect of the above said property for and on behalf of the aforesaid company.

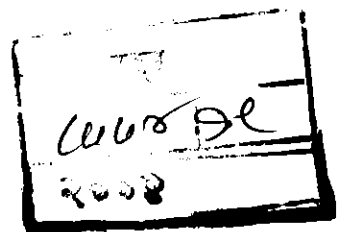
AND WHEREAS by resolution of the aforesaid company held in a meeting on 19th August 2002, I am authorised to appoint one or more attorneys to act for and on our behalf in the matters relating to the registration of various documents of the property of the company as mentioned herein below in the Schedule.

NOW KNOW YE BY THESE PRESENTS THAT I Mohammed AMIR NENSEY do hereby and hereunder nominate/appoint and constitute SHRI DILIP GOVIND UPLEKAR Vice President (Administration) as my true and lawful attorney for me and on my behalf to do the following;

- (1) To appear before the sub-registrars of assurances in Mumbai and/or any other place appointed by the Sub-Registrar and admit execution of the aforesaid documents and to do all acts deeds and things necessary for effectively registering the aforesaid document/s.
- (2) To declare the value of the properties before the Sub-Registrar for the purposes of registration of the aforesaid documents.

AND I DO HEREBY agree to ratify and confirm all and whatever our said attorney shall or purport to do or cause to be done by virtue of these presents.

my



(3)

IN WITNESS WHEREOF, I have executed this Power of Attorney

This 11th day of September 2002

THE SCHEDULE "A" ABOVE REFERRED TO :

(Description of the larger property)

All those pieces and parcels of agricultural land falling in No Development Zone situate, lying and being at Village Marol Maroshi, Taluka ^{Andheri} Borivali in the Registration District and Sub-district of Bombay City and Bombay suburban and bearing Survey No.169(p) City Survey No.1627(p) and measuring about 240 acres equivalent to 975272.50sq.mts or thereabouts

SIGNED SEALED AND DELIVERED)

By within named)

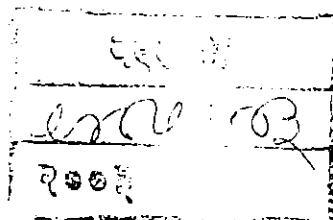
Shri. Mohammed Amir Nensey)

In the presence of)

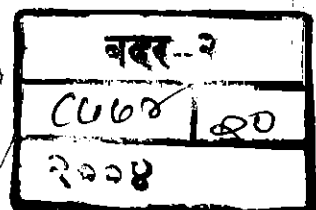
1. Shaikh Shafiq - Shafiq

2. Sayeed Ayub - Sayeed

BEFORE ME.



D. G. Patel



9533/11/11

9533/11

General Power of Attorney has been Executed By (1) Mr./Mrs. Mohammad Amir Nensey
Occupation Business Managing Director of
Residing at mys Royal Palace (India)
In my presence of

Their identity is Proved by Pnt Ltd

(1) Mr. Sheikh Shabir
(2) Mr. Mahesh Aline
To my satisfaction
Authentication Fee of Rs. 5/- Received

Flat Servey No 165/11/11

Aarey Milk Colony

Near Unit No 26

Goregaon (E)

Mumbai 65

etc - page No 3 are correction
there is no correction. Some addition interlinea
this General Power of Attorney.

16/9/11

Sub-Registrar
Borivali I, Mumbai Sub-Dist.
Andan

20/11/11 Robodi No 1

Thane (W)

Dist Thane

A-10/40

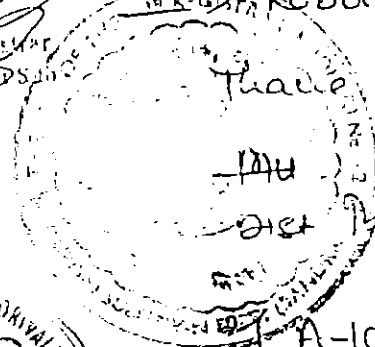
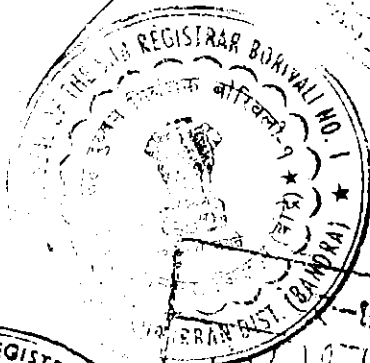
Yogmagar

Borivali (W)

Mumbai 41

11/10/11

नगर-2
11/10/11
2008



217

No. C/ULC/D-III/Soc.20/NDZ/MISC/

Office of the
Additional Collector & Competent
Authority (ULC), Greater Bombay,
New Administrative Building,
10th floor, Opp. Mantralaya,
Bombay- 400 032.

Dated : 18-1-1995.

To,

M/s Amir Parks & Amusement Pvt. Ltd.
Amir House,
115, Wode-house Road,
Colaba, Bombay- 400 005.

SUB.:- 'Non-Vacant Land Certificate'

S.No. 169(pt) of village Maroshi
Goregaon(E), Taluka Borivali.

REF.:- Your application dated 12-4-1994 &
4-7-1994.

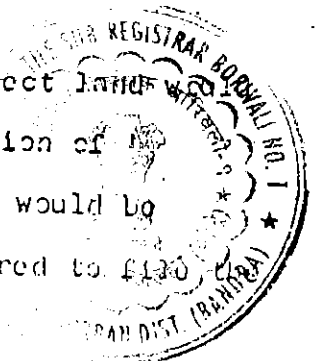
Sir,

Please refer your letters dated 12-4-1994 & 4-7-1994 as referred to above. It is seen from the information supplied by you under your letters mentioned above in respect of the land under reference, the above land falls under 'No Development Zone' If it is so, the land is not 'Vacant Land' as per provisions of the section 2(q) of U.L. (C & R) Act, 1976. This letter is issued subject to the following conditions.

1) The information & documents supplied by you are correct & genuine.

2) If the Zone under the D.P. is changed the subject land will attract the UL (C & R) Act, 1976 and the provision of Chapter-III of the Urban Land (C & R) Act, 1976 would be applicable. The Land-holder would have been required to file a return under section 15 of the ULC Act, 1976.

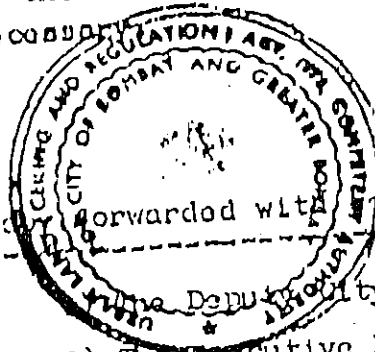
3) As regards the dispute, if any in respect of the title over the property it shall be at the risk of the applicant.



बदर-२
७७७७ २९
२००४

- 2 -

- 4) Activities permissible in 'No Development Zone' shall be in conformity with the D.C. regulations of Greater Bombay permission thereof be obtained from BMC only.
- 5) In case of any change in the zoning of the area, specific of the Competent Authority will be Yours faithfully,
- noce...



(S. B. Dharmadhikari)
Additional Collector & Competent
(ULC), Greater Bombay.

Copy forwarded with compliments to :-

- 1) The Deputy Engineer D.P., BNC, Bombay - 400 001.
- 2) The Executive Engineer, B.P. (W.S.) 'P & R' Ward, Kandivali (W) Bombay - 400 067.

Gadade/18.1.



बदर २
CUU २३
२



12 AUG 2003
P.O.H.
58 V/70
11/04/2003
104684

क्र.सं.	प्लॉट नं.	ख.सं.	मालिक	प्लॉट का.सं.	प्लॉट का.सं.
1	1032-03-4	200310	11/04/2003	104684	0

PS-05-1032-03-4 01/04/2003 30/07/2003 PS-10007 3 NO

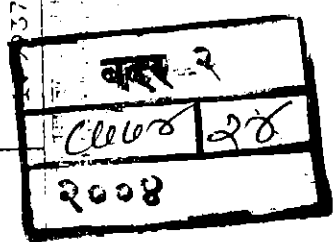
P.O. AMIR PARKS
AND
AMUJEMENTS PVT LTD
AMIR HOUSE
115 WOOD
HOUSE ROAD COLABA

310007 3 NO 103 (PT) OF VILLAGE HAROL HAROSHI PLOT OF LAND
PO AMIR PARKS AND HUSEMENTS PVT LTD

प्लॉट नं.	प्लॉट का.सं.	प्लॉट का.सं.
PS-05-1032-03-4	104684	179937

प्लॉट नं.	प्लॉट का.सं.	प्लॉट का.सं.	प्लॉट का.सं.	प्लॉट का.सं.	प्लॉट का.सं.
30.00%	0	12.50%	0	7.50%	0
04648	26937	16162	25859	12930	0
				68R	0
				0.50%	1077
				15%	32324

PS WARD, MITHANAGAR HUNG SCHOOL
COMPOUND GOREGAON BOMBAY CC



१६/०१/२०००

मा. अपर आभूषण कोंकण विभाग मुंबई
क. अपील डेस्क - यल यनडी - ६६/२००० दि २०/११/२०००
अन्वये मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे
दि. २१/११/०० चे आदेशास दि. १५/१२/०० अन्वये आपी-
लाया अंतीम आदेशापर्यंत दिलेली स्वागती फार फ. ३
उपविभाग - येत असून आपण आपला आपला अंतीम
आदेशापर्यंत जमीन आहे तशी परिसीती ठेवणेत
याची अनेक आदेशा देणेली नोंद घेतली.

म. भू. ज. विलेपार

१८/०१/२०००

मा. अपर आभूषण कोंकण विभाग मुंबई
यांचेकडील क. अपील डेस्क / यल यनडी / ६६/
२००० दि २०/११/२००० अन्वये मा. जिल्हाधिकारी
मुंबई उपनगर जिल्हा यांचे दि २१/११/०० चे फार फ. ३
आदेशा रद्द केले जावतील नोंद घेतली.

म. भू. ज. विलेपार

१९/०१/२०००

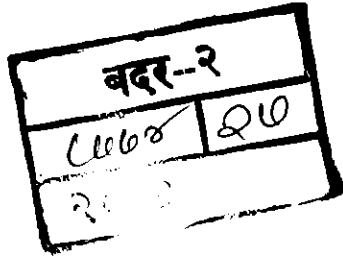
मा. अपर सचीव मध्यम व उच्च विभाग
मोबाइल मुंबई यांचेकडील आदेशा क. अ. १०००-
२६००/१०३०/म. २५१/८-; दि ०१/०१/२०००
अन्वये मा. अपर आभूषण कोंकण विभाग यांचे
दि. २१/११/२००० चे निर्णय स्वागती देण्यात
आली आहे त्या जावतील नोंद घेतली.

म. भू. ज. विलेपार

म. भू. ज. विलेपार - २२४९
म. भू. ज. विलेपार - १३/३/२००० न. १८०००० प्रकार कोडी - २
म. भू. ज. विलेपार - १३/३/२००० न. १८०००० प्रकार कोडी - २
म. भू. ज. विलेपार - १३/३/२००० न. १८०००० प्रकार कोडी - २
म. भू. ज. विलेपार - १३/३/२००० न. १८०००० प्रकार कोडी - २
म. भू. ज. विलेपार - १३/३/२००० न. १८०००० प्रकार कोडी - २

सत्य-प्रतिलिप

म. भू. ज. विलेपार



वे. का. सु. — २५,००० — १-८५-हा. का. ५५-(सीए) २०१
 मा. नि., म. वि., क्र. ८९१६, दि. १६-१-२६;
 या. प., म. नवन वि., क्र. २५३२२१-न, दि. ४-१-६९.]

न. पू. मा. २ म. सुरक्षा
 C. T. S. 2 म.

कोरी पत्रिका

२५११/१८	मा. जिल्हाधिकारी, मुंबई उपनगर जिल्हा
	मी.पे. कडील ओदेश, क्र. सी. १/कामा-३३
	कलम-१३८/एस.आर. ८१/१८ दि. १०
२५११/१८	मुंबई मंडळ (मरोही)
	न. पू. क्र. १८३३३ मा. न. क्र. १८३३३ दारनल देल
	२५७, ०६० - ७ चौ.मी. देवकी २२४७३६२
	चौ.मी. (२२-६५२-२० गुंठे) दारनल
	केले. न. न. क्र. १८३३३ ची २६ सुरक्षा
	केली.
	म. पू. म. वि. वि. वि. वि.
२०००	मा. उपर अग्रपक्ष कोकण विभाग मुंबई मंडळ अपील
	उत्तर. एल. एन. टी. - ६६/२००० दि. १४/२००० नुसार व. मा.
	जिल्हाधिकारी मुंबई उपनगर जिल्हा मंडळ अपील पत्र. क्र. सी.
	क्रा.पि. २३/कलम-१३८/एस.आर. २१/८६ दि. १६/१२/२०००
	अन्वये मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा मंडळ अपील
	दि. २५/११/८६ चे आदेशास मा. उपर अग्रपक्ष कोकण विभाग
	मुंबई मंडळ अपील अंतीम निर्णयाने -
	अंतीम निर्णय दिल्याची नोंद होती.

(कु. मंगेशा.)



बदर-२
२००४



दुय्यम निबंधक: बोरीवली 1 (मालाड)

Friday, September 24, 2004
11:16:52 AM

नोंदणीपूर्व गोषवारा

- | | |
|--|----------------|
| (1) विलेखाचा प्रकार | भाडेपट्टा |
| (2) मोबदला | रु. 600,000.00 |
| (3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) | रु. 634,500.00 |
| (4) बाजारभावाप्रमाणे मुद्रांक शुल्क | रु 31730.00 |
| (5) बाजारभावाप्रमाणे नोंदणी फी | रु 6345.00 |
| (6) दस्त निष्पादित केल्याचा | 24/09/2004 |

सूचना

- 1) ही माहिती पक्षकारांनी साक्षांकित केलेल्या इनपुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती संगणकावर घेण्यात आली याचा अर्थ दस्त नोंदणीसाठी स्वीकारला असा नाही. दुय्यम निबंधक दस्त नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- 3) बदल/दुरुस्त्या कराव्यात. * लागू नसलेला मजकूर खोडावा
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही

- | | |
|--|---|
| (7) पृष्ठांची संख्या | 31 |
| (8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) | (1) |
| (9) मालमत्तेचे इतर वर्णन | (1) वर्णन: सी टी एस नं 1627 भाडेपट्टा मुदत 999 वर्षे, वार्षिक भाडे रु 1/- जमिनीचे क्षेत्र 1119.10 चौ मी एफ एस आय 3000/- प्लॉट नं 33 कॉटेज नं 40 |

- | | |
|--|-----|
| (10) क्षेत्रफळ | (1) |
| (11) आकारणी किंवा जुडी देण्यात असेल तेव्हा | (1) |

- | | |
|--|--|
| (12) *दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता | (1) मे/- रॉयल पाल्म (इं) प्रा लि /अमिर पार्क्स अँड अॅम्बुझमेंट प्रा लि चे संचालक मोहम्मद नेन्सी तर्पे मुखत्यार दिलीप गोविंद उपळेकर - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: युनिट नं 26 आरे कॉलनी रॉयल पाल्म गोरेगाव पू; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: पॅन नम्बर: ए ए बी सी आर 9424 आर. |
| (13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता | (1) मे दैतोर्या प्रॉप अँड इनव्हॅस्टमेंट प्रा लि चे संचालक सुरेश हेगडे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 171 मित्रल टॉवर सी विंग सतरावा मजला नरीमन पॉइंट मुं 21; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ए ए ए पी एच 8673 सी |

पूर्व नोंदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे अचूक डाटा एंट्री करण्यात आली आहे.

Supra

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

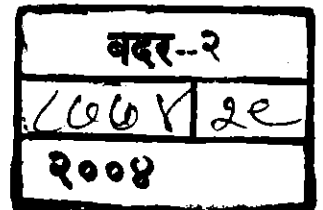
नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले *बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

पूर्व नोंदणी गोषवारा तपासून पाहिला
* तो बरोबर आहे/त्याच्यात नमूद केलेले * बदल/दुरुस्त्या कराव्यात.

Supra

(पक्षकाराची स्वाक्षरी)

(दुय्यम निबंधकाची स्वाक्षरी)





24/09/2004

दुय्यम निबंधक:

11:19:17 am

बोरीवली 1 (मालाड)

दस्त गोषवारा भाग-1

बदर2

दस्त क्र 8774/2004

दस्त क्रमांक : 8774/2004

दस्ताचा प्रकार : भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मे दैतोर्पा प्राॅप अॅड इनव्हेस्टमेंट प्रा लि चे संचालक सुरेश हेगडे - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: 171 भित्तल टॉवर सी विंग सतरावा मजला नरीमन पॉइंट मुं 21 ईमारत	लिहून घेणार वय 47 सही		
2	नाव: मे/- रॉयल पाल्म (इं) प्रा लि /अमिर पार्क्स अॅण्ड अॅम्बुझमेंट प्रा लि चे संचालक मोहम्मद नेन्सी तर्फे मुखत्यार दिलीप गोविंद उपळेकर - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: युनिट नं 2	लिहून देणार वय 47 सही		

बदर-२

1668 30

२००४





दस्त गोषवारा भाग - 2

वदर2

दस्त क्रमांक (8774/2004)

दस्त क्र. [वदर2-8774-2004] चा गोषवारा
बाजार मुल्य : 634500 मोबदला 600000 भरलेले मुद्रांक शुल्क : 31730

दस्त हजर केल्याचा दिनांक : 24/09/2004 11:14 AM
निष्पादनाचा दिनांक : 24/09/2004
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : 36 भाडेपट्टा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 24/09/2004 11:14 AM
शिक्का क्र. 2 ची वेळ : (फ्री) 24/09/2004 11:18 AM
शिक्का क्र. 3 ची वेळ : (कबुली) 24/09/2004 11:19 AM
शिक्का क्र. 4 ची वेळ : (ओळख) 24/09/2004 11:19 AM

दस्त नोंद केल्याचा दिनांक : 24/09/2004 11:19 AM

ओळख :

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

1) प्रमोद खांडेकर- - , घर/फ्लॅट नं. -

गल्ली/रस्ता: सरकारी वसाहत

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: बांद्रा

शहर/गाव:-

तालुका: -

पिन: 51

2) अयुब खान- - , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

दु. निबंधकाची सही

बोरीवली-1 (मालाड)

सह. मुख्य निबंधक बोरीवली-1

मुंबई उपनगर जिल्हा



पावती क्र.: 8828 दिनांक: 24/09/2004

पावतीचे वर्णन

नांव: मे. दैतोर्या प्रॉप अँड इनव्हेस्टमेंट प्रा लि चे
संचालक सुरेश हेगडे - -

6400 : नोंदणी फी

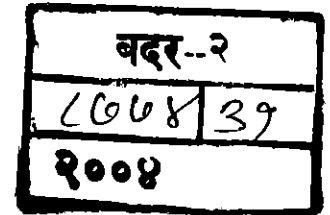
620 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

7020: एकूण

दु. निबंधकाची सही, बोरीवली-1 (मालाड)

सह. मुख्य निबंधक बोरीवली-1
मुंबई उपनगर जिल्हा



प्रमाणित करजेत येते की, या

दस्तावेज पकूष 39 पाने आहे.

सह. मुख्य निबंधक बोरीवली-1
मुंबई उपनगर जिल्हा

वदर-2/1668/2008

पुस्तक क्रमांक 1, क्रमांक वर
नोंदला.

दिनांक: 28/09/08

सह. मुख्य निबंधक, बोरीवली-1,
मुंबई उपनगर जिल्हा.



दस्तक्रमांक व वर्ष: 8774/2004

Friday, September 24, 2004

11:19:29 AM

दुय्यम निबंधक: बोरीवली 1 (मालाड)

नॉदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : मरोशी

- | | |
|--|--|
| (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 600,000.00
बा.भा. रु. 634,500.00 | |
| (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) | (1) वर्णन: सी टी एस नं 1627भाडेपट्टा मुदत 999 वर्षे ,वार्षिक भाडे रु 1/- जमिनीचे क्षेत्र 1119.10 चौ मी एफ एस आय 3000/- प्लॉट नं 33कॉटेज नं 40 |
| (3) क्षेत्रफळ | (1) |
| (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा | (1) |
| (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता | (1) मे/- रॉयल पाल्म (इं) प्रा लि /अमिर पार्क्स अॅण्ड अॅम्बुझमेंट प्रा लि चे संचालक मोहम्मद नेन्सी तर्फे मुखत्यार दिलीप गोविंद उपब्रेकर - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: युनिट नं 26 आरे कॉलनी रॉयल पाल्म गोरेगाव पू ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ए ए बी सी आर 9424 आर. |
| (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता | (1) मे दैतोर्या ग्रॉप अँड इन्व्हेस्टमेंट प्रा लि चे संचालक सुरेश हेगडे - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 171 मित्तल टॉवर सी विंग सतरावा मजला नरीमन पॉइंट मुं 21 ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ए ए ए पी एच 8673 सी . |
| (7) दिनांक करून दिल्याचा | 24/09/2004 |
| (8) नॉदणीचा | 24/09/2004 |
| (9) अनुक्रमांक, खंड व पृष्ठ | 8774 /2004 |
| (10) बाजारभावाप्रमाणे मुद्रांक शुल्क | रु 31730.00 |
| (11) बाजारभावाप्रमाणे नॉदणी | रु 6400.00 |
| (12) शेरा | |

DATED THIS 17th DAY OF SEPTEMBER 2004

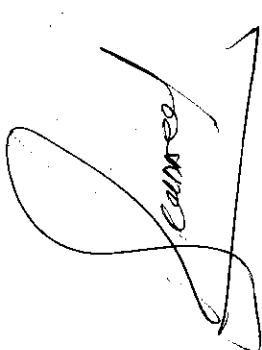
ROYAL PALMS (INDIA) PRIVATE
LIMITED

..... Lessors

To

DAITORYA PROPERTIES AND
INVESTMENTS PRIVATE LIMITED

..... Lessee

 11.09

DEED OF LEASE

SHIRALKAR & CO.
ADVOCATES & SOLICITORS