

(23)

BOR-5
013/15/2010

nr:-325,00,000/-
Area: 682 m² (652)

Certificate u/s. 41 of the Bombay

Stamp Act, 1958.

No. SDP/10/138/10

Office of the Collector of Stamps

Dated 08/02/2010

Received from APEX ENCON PROJECTS PVT. LTD.
residence of M.D. EN
Insufficient Stamp duty of 16,25,000/-
vide challan No. 42137-40 dated 08/02/10
chargeable under 256b
of schedule I of the Bombay Stamp Act, 1958
Conformity with the provisions of the Bombay
Stamp Act, 1958, the Collector of Stamps of
the City of Mumbai has issued a certificate of
release of the stamp duty of 65,000/-
under 256b of the said Act. I have
been paid the said stamp duty of 65,000/-

Under the provisions of the provisions
of section 41 of the Bombay Stamp
Act, 1958.

Place Mumbai
Date 08/02/2010

Collector of Stamps
Enforcement-II

IMPOUNDED
Under Section 33
ESA. 1958.

Collector of Stamps
Enforcement-II



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THIS INDENTURE OF RELEASE made at Mumbai this 16th day of December in the
Christian Year Two Thousand and Nine BY AND BETWEEN

ROYAL PALMS (INDIA) PVT. LTD. (formerly known as AMIR PARKS &
AMUSEMENT PVT. LTD) a Company incorporated under the provisions of the
Companies Act, 1956 and having its Registered office at Survey No.169, CTS No.
1627, Aarey Milk Colony, Goregaon (E) Mumbai-400065, hereinafter referred to as "the
Lessors" (which expression shall unless it be repugnant to the context or meaning thereof be
deemed to mean and include its successors or assigns) of the One Part.

AND

APEX ENCON PROJECTS PVT. LTD. having its/her/ their address Door No. 1-54-
11, Plot No.HIG-51,-51,Sec.-1, MVP Colony, Vishakhapatnam, 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 their respective heirs, executors, administrators or its
successor or successors and assigns) of the Other Part.

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WHEREAS:

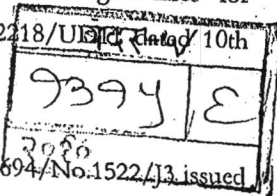
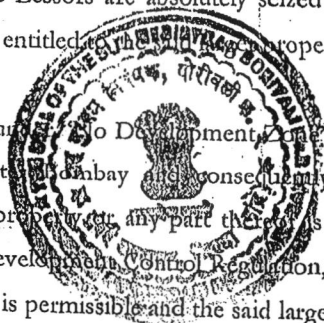
- (a) Prior to June 1990, the Trustees of A.H. Wadia Charity Trust, (hereinafter referred to as "the said Trust") were absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of agricultural land or ground situate, lying and being at Village Marol Maroshi, Taluka Borivali in the Registration District and Sub-District of 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. mtrs. or thereabouts and more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said larger property";
- (b) One Amir Ahmed Nensey (hereinafter referred to as "Nensey") offered to purchase the said larger property from the said Trust and the Trustees of the said Trust by their letter dated 5th November, 1981 accepted the said offer for the purchase of the said larger property by Nensey;
- (c) The Trustees of the said Trust by their letter dated 8th November, 1981 addressed to Nensey recorded that the Trustees have handed over to him possession of the said larger property for the purpose of protecting the same from encroachment and/or otherwise;
- (d) The Charity Commissioner, Maharashtra State, Bombay by his Order dated 11th January, 1982 bearing No. J/4/50-8/5201 sanctioned the sale of the said larger property under Section 36 of the Bombay Public Trusts Act, 1950;
- (e) Thereafter disputes and differences arose between Nensey and the trustees of the said Trust consequent to which Nensey filed a Suit against the Trustees of the said Trust in the High Court of Judicature at Bombay being Suit No.1745 of 1983 inter alia for the specific performance of the said agreement of sale in respect of the said larger property;
- (f) The Trustees, in turn, filed a Suit against Nensey in the High Court of Judicature at Bombay being Suit No.1657 of 1983 inter alia for an Order and Decree for possession of the said larger property;
- (g) The Lessors herein were joined as party to the said Suit No. 1745 of 1983 as Plaintiff No.2;
- (h) The disputes between Amir Nensey and the Lessors on one hand and the Trustees of the said Trust on the other hand were duly settled. The parties to the said Suit

thereafter filed common Consent Terms dated 14th June 1990 in the said Suit No.1745 of 1983 and in the said Suit No.1657 of 1987 and decree was passed in terms thereof on 14th June 1990, which inter alia provided that the said Decree is to operate as a Conveyance of the said larger property in favour of the Lessors upon the Lessors making payment of the consideration mentioned therein to the said Trust in the manner and on or before the dates stated in the said Consent Terms;

- (i) The Appropriate Authority appointed under Chapter XX-C of the Income Tax Act by its Order dated 14th August 1990 granted permission and No Objection under Section 269-UL (3) for the sale of the said larger property to the Lessors;
- (j) Thereafter by way of Consent Order passed by the Hon'ble High Court of Bombay on 5th March, 1993 time for making payment of balance consideration was extended and all the defaults on the part of the Lessors herein in complying with, observing and performing the provisions of the said Consent Decree dated 14th June 1990 were condoned and accordingly the Lessors have made payment of the entire consideration to the Trustees of the said Trust on or before 7th April 1993 and thus on the said payment being made the Lessors became the absolute owner of the said larger property in terms of the said Consent Decree dated 14th June 1990 read with the said Consent Order dated 5th March 1993;

The said Consent Decree dated 14th June 1990 which is to operate as a Conveyance of the said larger property in favour of the said Lessors was registered on 10th July 1995 under Serial No. 403/95 in the Office of the Sub- Registrar of Assurances at Bombay;

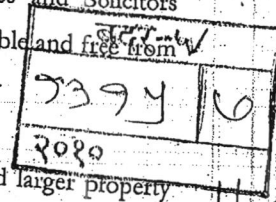
- l) In the premises aforesaid, the Lessors are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said larger property as Owners thereof;
- m) The said larger property falls under "No Development Zone" under the Sanctioned Development Plan for Greater Bombay and consequently (a) Construction of structures on the said larger property or any part thereof is regulated as provided under Regulation 60 of the Development Control Regulation, 1991 and (b) no Sub-division of the said larger land is permissible and the said larger property is to vest in one owner as stipulated in the Government of Maharashtra guidelines for development under such zones by their letter Nos.DCR/2218/UB/10th dated 10th October 1994.
- (n) Under the writing dated 3rd March 1997 bearing No.LEN 2694/No.1522/J3 issued by the Revenue & Forest Department the Lessors have been sanctioned right of way

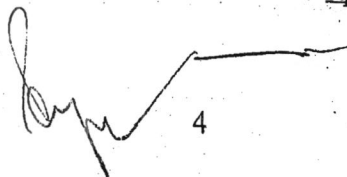


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to the said larger property over 11088.4sq.mtrs of land belonging to the Aarey Milk Colony. Subsequently, under a Writing dated 8th July, 1998 bearing No. 3D/KV-318/98 issued by the Collector, Mumbai, the Lessors have been sanctioned right of way to the said larger property over 17,690.2 sq. mtrs. of land belonging to Aarey Milk Colony and bearing Survey No.169, Mouje, Marol, for a yearly rent of Rs.15,95,317/- and a duly registered Deed of Grant of Right of Way in favour of the Lessors will be obtained by the Lessors at their own costs and expenses.

- (o) Parts of the said larger property are likely to be developed by the Lessors at their own discretion for activities like setting up of resorts, hotels, motels, restaurants, health farms, clubs, golf courses, gliding, powered-gliding, skiing facilities and swimming pools, Information Technology Establishment, etc. and the Lessor shall be developing a part of the said larger property for the activities as may be permissible under the Development Control Regulations.
- (q) A part of the said larger property is affected by slums and the Lessors have submitted a Scheme for Slum Re-Development (SRD) in respect of the portion of the said property as contemplated by Rule 33(10) of Development Control Regulations and the said Scheme has been approved by the Municipal Corporation of Greater Mumbai under their LOI No.DY/CE/SI/SRD/0163 to 0169 dated 27.3.96.
- (r) A Plan of the said larger property inter alia showing the present proposed Scheme of the said larger property where the Lessor proposes to set up the 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 "Plan A";
- (s) The Lessors will obtain the N. A. Permission from the concerned authorities for the proposed development on the said property.
- (t) The Lessors have caused their title to the said property investigated by their Advocates and Solicitors M/s. Constans and handed over to the Lessee/s the title certificate dated 22nd August, 2005. Of their said Advocates and Solicitors certifying the Lessors' title to the said property as clear and marketable and free from all encumbrances and reasonable doubts;
- (u) The Lessors have agreed to lease and demise a portion of the said larger property admeasuring 652 sq.mts. equivalent to 7015.52 sq. feets and bearing Plot No.63



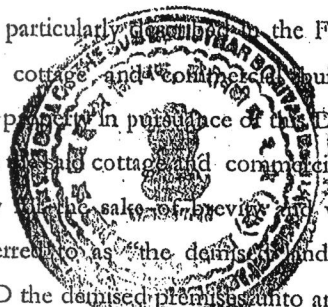
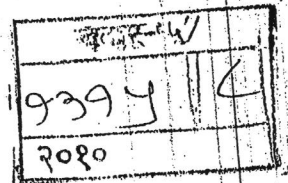

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of internal layout plan and shown with proposed Cottage No. — and delineated in red coloured boundary line on the layout plan sanctioned by Municipal Corporation of Greater Mumbai annexed hereto and described in the **Second Schedule** hereunder written and the structures to be constructed thereon by the Lessee/s on certain terms and conditions appearing in these presents.

- (V) The Lessees have paid to the Lessors a sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs only) as token on 27th July 2009 and Rs. 25,00,000/- (Rupees Twenty Five Lacs only) paid within a week from date of token payment, Rs. 1,00,00,000/- (Rs. One Crore at the time of signing the agreement to be paid and on receiving IOD and CC the balance amount of Rs. 1,75,00,000/- (Rs. One Crore and Seventy Five Lacs Only)

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the herein before recited Agreement and in consideration of a sum of Rs. 3,25,00,000/- (Rupees Three Crore Twenty Five Lacks Only) paid by the Lessee/s to the Lessors as premium and in addition to the said premium the annual rent hereby reserved and the terms and conditions and covenants herein contained and on the part of the Lessee/s to be performed and observed, the Lessors doth hereby demise unto the Lessee/s as and by way lease the said portion of land more particularly described in the Second Schedule hereunder written and shown in red coloured boundary line on the plan thereof annexed hereto and marked Annexure "A" and being part of the said larger property lying, being and situate at Village Moral Maroshi Taluka Borivali, Registration Sub-District and District of Bombay City and Bombay Suburban and more particularly described in the First Schedule hereunder written together with the cottage and commercial building to be constructed by the Lessee/s on the said property in pursuance of the Deed of Lease and which portion of land together with the said cottage and commercial building to be constructed thereon are collectively in the sale of property and wherever the context so admits are hereinafter referred to as "the demised land or demised premises" TO HAVE AND TO HOLD the demised premises unto and to the use occupation and possession of the Lessee and his/her/their heirs, executors, administrators, successor and successors and assigns for a term of 999 years commencing from the date hereof subject to the date hereof subject to the earlier determination of the said demised premises as hereinafter provided and yielding and paying therefore during the said term annual rent of Rs. 100/- (Rupees One Hundred Only) free and clear of all deductions and payable strictly in advance on



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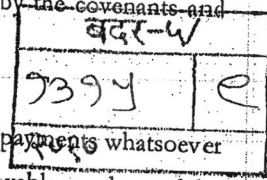
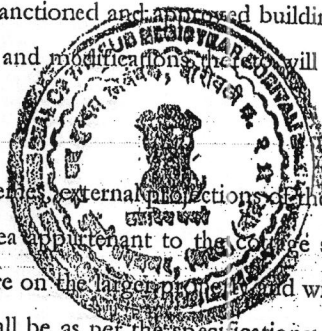
or before the 5th day of each and every calendar year, the first of such an annual rent shall be paid on or before execution hereof and the subsequent rent on or before the 5th day of each succeeding calendar year, if demanded.

2. In addition to the premium to be paid by the Lessee/s to the Lessors, as and by way of adequate security, the Lessee/s shall also keep deposited with the Lessors a sum of Rs. 60,000/- being the estimated outgoings on a prorata basis including maintenance charges, electricity and water charges and rent levied for grant of access from the main road for one year payable by the Lessee/s in respect of the said demised land and the said cottage proposed to be constructed thereupon.
3. The Lessee/s hereby for its successor and assign and to the intent that the obligations herein contained shall continue throughout the term hereby created, covenants with the Lessors as follows :

- (a) That the Lessee/s shall at this own expenses construct and complete within a period of two years from the date of these presents upon the demised land a new cottage (hereinafter referred to as "the said cottage") for residential purpose using 2000 sq.ft as Principal and 1000 sq.ft as Ancillary. The lessee shall also construct one Commercial Building(hereinafter referred to as "the said commercial building") having separate structure from the residential building ,having total build up area 2400 sq.ft. having R.C.C. structure with all the requisites and proper sewers, drains electrical connection and other conveniences thereto with new materials in a proper workmanship manner and subject to and in conformity with the prevailing rules and regulations of the Municipal Corporation of Greater Mumbai and other statutory authorities and in terms of the sanctioned and approved building plans. The building plans and amendments and modifications thereof will require prior approval of the Lessors;

- (b) The entire elevations, colour schemes, external projections of the said cottage including the garden and the area appurtenant to the cottage should blend harmoniously with other structure on the larger plot and will have to be approved by the Lessors and shall be as per the specifications provided by the Lessors from time to time and shall be governed by the covenants and the terms contained herein in detail;

- (c) The Lessee/s shall pay all fines and penalties and other payments whatsoever during the progress of the work that may become payable or demand by statutory in respect of the said construction work or anything done under the



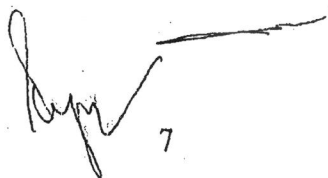
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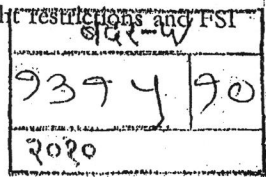
authority contained herein and shall generally and from time to time discharge and pay all the claims, assessments, outgoings, deposits, rents, taxes, cess and all the dues or duties chargeable against the Lessors by the Government or Municipal Authorities or otherwise with Second Schedule hereunder written and with regard to the construction put up thereon by the Lessee as and when such amounts fall due and shall keep the Lessors indemnified from and against the payment therefore;

- (d) The Lessee/s can construct only one cottage for residential and one commercial building on the demised land with a **maximum height of 9.75 metres** from ground level and for that purpose the Lessee can consume **2400 sq.ft.** FSI for Commercial purpose and for Residential purpose the Lessee can consume **2000 sq. ft.** of FSI constructed area for principal activity and area not exceeding **1000 sq. ft.** for basement, porch, garage and other users on the lines as shown in the building plan, a copy of which is annexed hereto as Annexure "B". It is agreed that save as aforesaid no additional structure will be allowed to be constructed on the demised land and there will be no utilisation of further FSI (Floor Space Index) than what is stipulated in this clause at any time in future. Any change or amendments for the said cottage and said commercial building or construction on the said property shall not be allowed without prior consent or written approval of the Lessors and shall always be subject to the height restrictions and FSI allocated in this clause. Such consent or unreasonably withheld and if the Lessors do not reply or raise any objections within 30 days of the Lessee's intimation and/or request. The Lessors' consent or approval shall be deemed to have been granted. It is further agreed that the Lessees shall not use any Transfer Development Rights for making any construction on the demised portion. The Lessees covenants to ~~not use any portion~~ of the area as mentioned hereinabove by using the FSI permitted to be used by the Lessee on the said plot of land under this indenture of Lease.

- (e) Changes or amendments in the Plans of the said cottage and said commercial building shall be allowed only with the prior written approval of the Lessors and subject to the FSI allocated in the clause immediately preceding this clause;

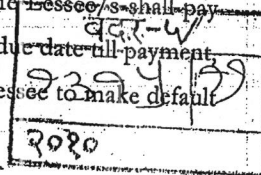
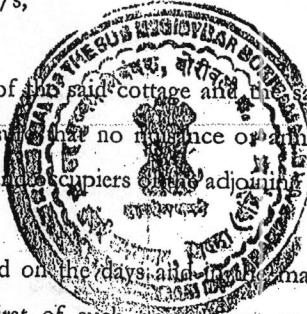
- (f) The Lessee/s shall be entitled to demolish and reconstruct/rebuild the said cottage and said commercial building to the height restrictions and FSI

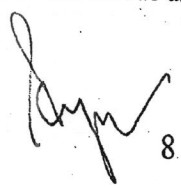

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allocated in sub-clause (d) hereinabove and other covenants and restrictions this Deed of Lease;

- (g) The Lessors have already given to the Lessee copies of the sanctioned building plans in respect of the said cottages and the said commercial building and agreed to be constructed by the Lessee/s on the demised land. The Lessee/s shall carry on the construction as per the sanctioned plans only;
- (h) The Lessee/s shall on completion of the construction of the said cottage and the said commercial building obtain and produce for the Lessors' inspection the Completion Certificate in respect of the said cottage and commercial building issued by the Municipal Corporation of Greater Bombay and the Lessee's shall not occupy the said cottage and the said commercial building unless building occupation certificate is obtained from Municipal Corporation of Greater Bombay;
- (i) The Lessee/s shall be liable to pay all the people engaged in the said construction work including the Architects, RCC Consultants, construction workers and suppliers of construction material. The Lessee/s shall indemnify and keep indemnified the Lessors against all the claims, demands, losses and costs and charges that the Lessors, may incur or that may arise due to any claims from persons regarding the construction or due to any accident or breach of any rules and regulation of Municipal Corporation of Greater Bombay or the Governments of Maharashtra or any breach of contract with the Architects or RCC Consultants or workers or suppliers of building materials engaged by the Lessee/s;
- (j) During the construction work of the said cottage and the said commercial building, the Lessee/s shall ensure that no nuisance or annoyance will be caused to the adjoining owners and occupiers of the adjoining property;
- (k) To pay the rent hereby reserved on the days and in the manner aforesaid clear of all deductions. The first of such annual rent as herein before provided shall be paid on the 5th day of every succeeding year hereafter regularly and if the rent is not paid on the due dates the Lessee/s shall pay interest thereon at the rate of 15% per annum from the due date till payment though the payment of interest shall not be entitle the Lessee to make default in payment of the rent on due dates;




8

- (l) To bear, pay and discharges all and whatsoever existing and future rates, taxes and assessments, outgoings and burdens whatsoever which may at any time or from time to time hereinafter during the term hereby created be imposed or charged upon the demised land and the structure erected thereon and/or for the time being standing on the demised premises and payable either by the Owners, occupiers or tenants thereof and to keep the Lessors and his estate and effects indemnified against all such payment. If the taxes, cess and assessments duties and/or other outgoings are charged on the entire larger property which includes the demised premises, then in that case the Lessee/s shall be liable to pay the proportionate part thereof based on the area of the demised premises and area of the demised premises and area of construction (if any) standing thereon;

- (m) The Lessee/s shall subject to other provisions of this Deed of lease be entitled to use the demised land for the purpose one residence only construction of a cottage and commercial building as approved by the Bombay Municipal Corporation under No. CHE/9923/8P(CWS)/AP dated 19-12-2009 as set out in rule 60 (xiii) of Development Control Rules, 1991 only and for no other purpose;

Cottage or construction put up or to be put up on the demised land shall be used purely for commercial purposes and residential activity will be allowed to be carried out therefrom;

- (o) Landscape design and Garden around the cottage and commercial building will be as per planting plan approved by the Lessors and shall be maintained by Lessee/s and that portion will be upon to sky. Cottage and commercial building will be constructed as per Municipal Rule from the edge of the land occupied by the Lessee/s as per Municipal Rule.

- (p) Compound wall around the area and when allowed will be as per Bombay Municipal Corporation specifications and designs approved by Lessors and in conformity with the compound walls of the other Lessee/47-4/

- (q) The plan prepared by the Lessors and submitted to the Municipal Corporation of Greater Bombay for its approval provides for a motorable access to the said demised land from the boundary as shown on plan thereof attached hereto in colour burnt sienna. The Lessee/s will be required to use the said access road jointly with other persons, who may be claiming as the

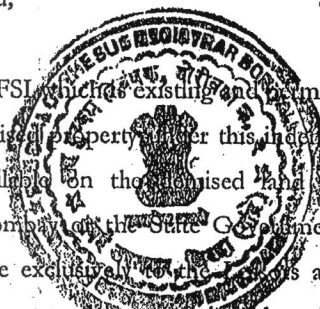
same Lessee/s or otherwise from the Lessors in respect of the remaining part of the said larger property;

- (r) The Lessee/s shall regularly pay to the Lessors or to Royal Palms Property Pvt. Ltd. (Formerly known as New town Management Pvt. Ltd.) as agency appointed by Lessor or any other agency appointed by the Lessors proportionate cost, charges and expenses for the maintenance of the common amenities, facilities, security charges, maintenance of landscaping charges, rent levied for grant of access from main road by the concerned Authorities in proportion to the area of the said demised land and FSI allocation including the cost of maintenance of the drainage plant to be installed by the Lessors on the said larger property. These amenities and services shall be maintained by the Lessors by themselves or through their contractors appointed on professional basis, for the maintenance of the aforesaid and the Lessee/s shall pay to the Lessors or the Agency appointed by Lessors the proportionate charges every month on the bill being submitted to him/her/them without any objection or complaint regarding the quantum of charges and such maintenance charges shall be a first charge on the demand land. The Lessee/s shall if and when required by the Lessors enter into a separate maintenance agreement with the Lessors or Agency or Contractors appointed by the Lessors for the said purpose;

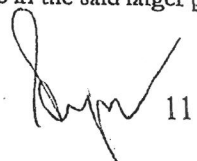
- (s) The Lessees are aware that the Municipal Corporation is not likely to provide water connection to the land as it is under no development zone and in view thereof the Lessors have made provisions for supply of water by creating water reservoirs and shall be providing water. The Lessee/s shall also pay the water charges as per the actual consumption as shown in the private water meter to be installed and which water is to be supplied from the reservoir and the storage facilities common for all the occupants of the said larger property. It is understood that the charges of such water supply charges would be much higher than the normal water charges of the Municipal Corporation of Greater Bombay and estimated to be approximately Rs.36/- per 1000 liters. Such charges shall be paid by the Lessee/s to the Lessors or their contractors on the bill submitted in that behalf without any demur or objections and such charges shall also be a first charge on the demised land;

- (t) The Lessee/s shall not object to the Lessors carrying on any other activities on the remaining portion of the said larger property of the said larger property including Golf Club, Hotels, residential Housing and any other activities;

- (u) The Lessee/s shall pay all security deposits, scrutiny fees, meter deposits and other charges with regard to the said demised land and payable to the Municipal Corporation of Greater Bombay and other statutory authorities including B.S.E.S. Ltd. or M.S.E.B for the purpose;
- (v) The Lessee/s agrees that he/she/they will not demand sub-division of the demised land from the larger property and shall not make any application for its sub-division from the remaining part of the said larger property or any further sub-division of the said demised land at any time in future even if such sub-division is allowed.
- (w) All deposits for water/electricity for the future construction (if any) that the Lessee/s may hereinafter intend to put up on the said demised land will be paid by the Lessee/s. The Development charges or any other charges including betterment charges payable to the Municipal Corporation of Greater Bombay for the demised land will also be paid by the Lessee/s;
- (x) The Lessee/s shall not construct overhead tank in the open area.. Similarly Lessee will not dig any well or bore-well on the demised land;
- (y) The Lessee/s will install proper fire fighting equipments. The Lessee/s shall also be responsible for providing for drainage system for the said plot and the construction put up on the said plot of land and shall connect the drainage into the Mains on the Road. The Lessee/s shall not Construct Septic tanks or Pits on the demised land;
- (z) If any further FSI over and above the FSI which is existing and permitted to be utilized by the Lessors on the demised property, after this indenture of lease, is sanctioned or become available on the demised land by the Municipal Corporation of Greater Bombay or the State Government, the same shall belong to and be available exclusively to the Lessors and the Lessee/s hereby agrees and undertakes not to claim any right, title or interest therein and the Lessors alone shall be entitled to use such additional to use such additional or further FSI anywhere on the said larger property, save and except on the demised land;
- (aa) At any time hereafter, the Lessee/s shall not object to or cause any obstruction or interruption in the Lessors right to carry out development or other activities in the said larger property;



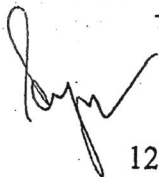
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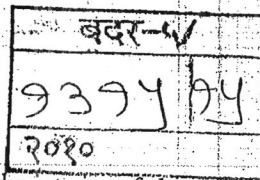
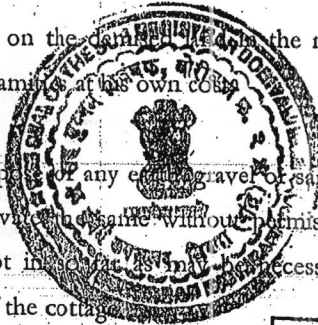
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- (bb) The Lessee/s shall not carry out any activity which is considered illegal or immoral activity or cause any nuisance to the neighbours;
- (cc) The Lessee/s shall not object to the Golf Course and shall allow the agency (if any) appointed by the Lessors to retrieve the Golf Balls from the demised land;
- (dd) The Lessee/s shall not have any right or interest in respect of common roads or amenities save and except for approaching the demised land from main road and Lessee's rights shall extend to the use of the demised land only. Provided however that the Lessee's right of access to the said demised land or demised premises from the main road within the layout shall be unfettered and shall not be withdrawn or terminated by the Lessors at any time in future for any reason whatsoever.
- (ee) Lessee/s shall take care of the water lines and drainage pipes passing through the demised land. Lessee/s shall allow the maintenance/repair or water lines/drainage line (as and when necessary) passing through the demised land;
- (ff) Lessee/s shall not object to construction or maintenance or replacement or addition of the water lines or pumping stations or the drainage lines or storm water drains on the demised land and the Lessee/s shall contribute proportionately to the replacement cost of such water line or Pumping Station or drainage line or storm water drains;
- (gg) Lessee/s shall insure the cottage on the demised land in the name of the Lessee/s against fire and other calamities at his own cost;
- (hh) The Lessee/s shall not sell or dispose of any earth, gravel or sand from the demised land and shall not excavate the same without permission of the concerned Authorities and except in case of any necessity for the execution of construction work of the cottage;

4. The Lessee/s shall be entitled, from time to time:

- (a) To carry out the work of renovation and re-decoration of the interior of the said cottage and the said commercial building;





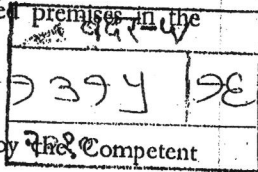
- (b) To install air-conditioners in the said cottage and commercial building, and to carry out the work for that purpose, as also gas connection and all other amenities as may be reasonably required and for that purpose to fix the necessary pipes, fittings and fixture in the said demised premises as may be necessary, without causing obstruction to the other Lessee/s or occupiers/owners of the said larger property;
- (c) To make such addition and alteration in the said cottage and commercial building as may be required by the Lessee/s for the more beneficial enjoyment of the said demised premises and the said cottage and commercial building and as the Lessee/s in their absolute discretion may consider fit and proper subject however to compliance by the Lessee/s of all the covenants, conditions and stipulations herein contained, the rules and regulations and bye-laws of the regulation and bye-laws of the Municipal Corporation of Greater Bombay and other concerned bodies and authorities;

These sub-clauses (a), (b) and (c) will be treated by the parties as the Lessors consent.

5.

The Lessors hereby declare and confirm that :

- (a) The said demised land hereby agreed to be leased are free from encumbrances of any nature whatsoever and the said larger property and demised premises are not attached either before or after judgment or at the instances of taxation authority or any other authorities and the Lessors have not given any undertaking to the taxation authorities so as not to deal with or dispose of their right, title and interest in the said larger property and/or the demises premises and that the Lessors have full and absolute power to deal with the same;
- (b) No other person had or has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, (equitable or otherwise), gift, trust, attachment, tenancy, or otherwise howsoever in the said demised premises and the Lessors are competent and entitled to demise and grant lease of the said demised premises in the manner provided in these presents;
- (c) There is no attachment or prohibitory order issued by the Competent Authority or court prohibiting the Lessors from dealing with or granting lease of the said larger property and/or any part thereof including the said demised premises as contemplated under these presents;

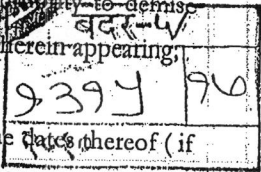


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- (d) No notice has been issued for acquisition or requisition of the said larger property or any part thereof and further that there is no outstanding notice requiring any other thing to be complied with under the Municipal or any statute;
- (e) The said demised premises has a proper internal access from the main road as per the layout of the said larger property;
- (f) The Lessors have not entered into any agreement or arrangement with any other person or persons for sale, transfer, lease or assignment of the said demised land and that they have not accepted any token deposit, earnest money, premium or any consideration from any person in respect thereof. The Lessors hereby agrees to indemnify the Lessee/s against any third party claims of whatsoever nature;
- (g) As far as the Lessors are aware there are no other circumstances or factors which prevent the Lessors from granting lease of the said demised premises to the Lessee/s or which prevent the Lessee/s from acquiring the same or getting the same transferred to or vested in them;
- (h) The Lessors are duly empowered and authorised to enter into and implement this Agreement / Deed;
- (i) The Lessors are aware of the fact that the Lessee/s have agreed to acquire to acquire the said demised land and pay premium, rent and other monies and deposits hereunder relying on the correctness of the several statements as set forth above and confirm and repeat the correct

6. The Lessors doth hereby covenant with the Lessee that:

- (a) the Lessors now has (subject to what is stated in this indenture and in its recitals) in himself good right full power and authority to demise unto the Lessee/s the demised land thereof in the manner herein appearing;
- (b) that on the Lessee/s paying the said annual rent on the due dates thereof (if demanded) and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and in his part to be observed and performed shall and may peaceably and quietly hold, possess and enjoy the demised premises together with the buildings and



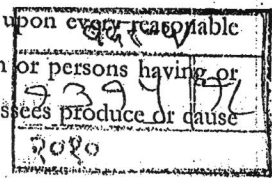
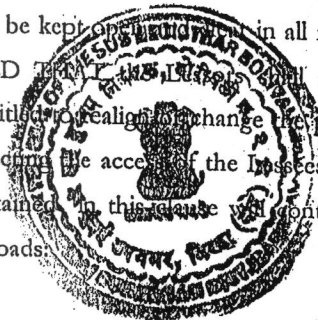
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structures to be constructed thereon during the term hereby created without any eviction interruption disturbance claim and demand whatsoever by the Lessors or any person or persons lawfully or equitably claiming by from under in trust from them;

(c) During the subsistence of this lease the Lessee/s shall have a right to use in common with the Lessors and other Lessee/s of other portions of the larger property or other person or persons claiming through Lessors, the common amenities and facilities including internal access road more particularly internal described in the Third Schedule hereunder written and this covenant along with other covenants shall run with the land.

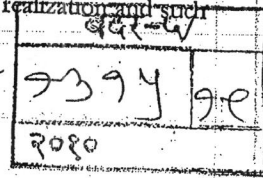
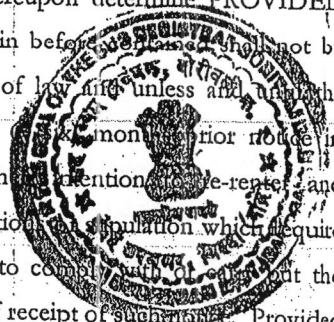
(d) During the subsistence of this Lease, the Lessors doth hereby covenant with the Lessees and grant unto and to the Lessees and their visitors, agents and servants the right and authority at all times and from time to time by night and day to pass and repass over and across the access availed of by the Lessors from the land belonging to Aarey milk colony from Municipal road upto the boundary or larger property as also the road shown on the plan being Annexure B hereto of the demised premises by colour burnt sienna and running across the land described in the First Schedule hereunder written for beneficial use and approach of the demised premises described in the Second Schedule hereunder written as also the Club house and other facilities by foot or by vehicles and it is agreed that a said Right of Way shall be appurtenant and running with the demised premises and shall be used by the Lessees and occupiers and users of the said larger property more particularly described in the First Schedule hereunder written and this covenant shall run with the said lot of land AND IT IS FURTHER AGREED THAT the Lessors shall maintain the said internal road in repairs and working order and the same shall be kept open and clear in all respects AND IT IS FURTHER PROVIDED THAT the Lessors shall at their discretion and for convenience be entitled to realign or change the position of the said internal roads without affecting the access of the Lessees to the demised premises and the rights contained in this clause will continue in respect of such changed or re aligned roads:

(e) The Lessors shall and will from the execution hereof, unless prevented by fire or some other inevitable or unavoidable accident, from time to time and at all times hereafter during the subsistence of Lease upon every reasonable request and at the costs of the Lessees or any person or persons having or lawfully claiming through, under or in trust for the Lessees produce or cause



to be produced to them or their agents or lawyers or at any legal hearing, commission or examination or otherwise as occasion shall require, all or any of the original deeds and writings relating to the demised premises and will permit the same to be examined, inspected or give and will at the like request and the costs of the Lessees or any such other person or persons as aforesaid deliver or cause to be delivered to them or him such attested or other copies or abstracts or extracts from the said deeds and writing or any of them as they or he may require provided always and it is hereby declared and agreed that in case during the subsistence of the Lease, the Lessors or their successors and assigns sell their rights in respect of the larger property to any other person who will be entitled to the custody of original deeds and writing relating to the demised premises, then the Lessors or their successors and assigns as the case may be at their costs procure from such person or purchaser, a similar covenant in all respects in favour of the Lessees herein or the survivor or survivors and their respective heirs, executors, administrators and assigns.

- (f) It is hereby agreed and declared that if the monthly rent or outgoings including the maintenance charges, electricity or water charges or rent payable if any for grant of access from main road to concerned authorities payable either to the Lessors or to the Agency appointed by them or to other Authorities and payable in the manner herein before mentioned shall be in arrears for 6 (six) months or if the Lessee/s shall omit to perform or observe the covenants or conditions on the part of the Lessee/s to be observed and performed then and in such event it shall be lawful for the Lessors at any time hereafter to re-enter upon the said demised premises or any part or parts thereof and these presents shall thereupon determine PROVIDED ALWAYS that the power of re-entry herein before mentioned shall not be exercised without following due process of law and unless and until the Lessors shall have given to the Lessee/s one month prior notice in writing addressed to the Lessee/s of their intention to re-enter and specifying therein the covenants and conditions of occupation which require to be complied with or carried out failed to comply with or carry out the same within 6 (six) months from the date of receipt of such notice. Provided further that in case of non-payment of any of the aforesaid charges, rent or outgoings, etc. the Lessors shall be entitled to an interest on such arrears at the rate of 16% p.a. with monthly rests till payment and realization and such arrears shall be a charge on the demised premises.



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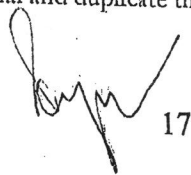
8. The Lessee further covenant with the Lessors and it is agreed by and between the parties that :-

- (a) That the Lessee/s shall not be entitled to apply for partition or sub-division of the said plot of land from the larger property even if such sub-division is allowed by the concerned authorities in future;
- (b) The Lessee/s agrees and undertakes not to use any further FSI or Transferable Development Rights (TDR) on the said plot of land over and above what is expressly allowed to be utilized by construction of the Cottage and commercial building as mentioned in this document and shall not exceed the height restrictions as set out in this document. The Lessee/s is/are aware that the remaining FSI existing and/or future or other rights in respect of the said plot shall continue to be with the Lessors.

AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS :

- (a) On execution hereof the vacant and peaceful possession of the demised premises has been handed them by the Lessors to the Lessee and the Lessee confirms having received such possession. On the expiration of the term hereby created or earlier termination under the provisions hereof all the buildings and structures standing on the demised land shall belong to the Lessors;
- (b) The Lessee shall be entitled to transfer and assign the benefits of this lease provided that such assignment is of the entire demised premises and PROVIDED THAT the Lessee/s shall have prior to the assignment of lease constructed the cottage and commercial building in pursuance of this document completely and shall have obtained occupation certificate in respect thereof. PROVIDED FURTHER THAT the Lessee/s procures from his Assignee an undertaking containing his name address and his willingness to abide by the terms and conditions of the terms and conditions of this lease and PROVIDED FURTHER THAT the Lessee/s shall have no right to create charge or mortgage, in respect of the said property and any part thereof;
- (c) The stamp duty and Registration Charges of this Deed of Lease are to be borne and paid by the Lessee alone.

IN WITNESS WHEREOF the Lessors and the Lessee have set and subscribed their respective hands on the original and duplicate thereof the day and year first herein written.


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subscribed their	

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 Borivali 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. mtrs. or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO

A portion of a piece of land admeasuring 652 sq.mtrs. equivalent to 7015.52 sq. fts. or thereabouts and Plot No. 63 of internal layout plan together with 2400 sq.ft. FSI for Commercial purpose and for Residential purpose the Lessee can consume 2000 sq. ft. of FSI constructed area for principal activity and area not exceeding 1000 sq. ft. for basement, porch, garage and other users and demarcated in red coloured boundary line with proposed cottage No. — as shown on the sanctioned layout Plan thereof annexed hereto as Annexure "B" and being part of the larger property more particularly described in the First Schedule here above written.

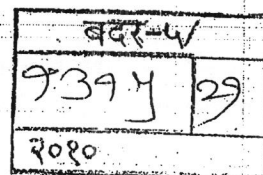
THE THIRD SCHEDULE ABOVE REFERRED TO

List of Common Amenities:

- 1) Internal approach road from main approach road and other in for approaching the Club House and other facilities within the property.
- 2) Approach road from main Municipal Road.
- 3) Sewerage system plant.
- 4) Water pipes and connections from main reservoir of water to the demise land and pumping station.
- 5) Electrical lines and connection from mains upto the demised land.
- 6) Common fences if any and if permitted.



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SIGNED AND DELIVERED by the

withinnamed LESSORS

ROYAL PALMS (INDIA)

PRIVATE LIMITED

in the presence of

1.

2.

SIGNED AND DELIVERED by the

withinnamed LESSEES

For APEX ENCON PROJECTS PVT. LTD.

APEX ENCON PROJECTS PVT. LTD THROUGH IT'S
DIRECTOR MR. S.C. GUPTA

in the presence of

1.

2.

RECEIVED from the withinnamed

Lessee/s an amount of Rs. 50,00,000/-

(Rupees Fifty Lakhs Only

vide Cheque No. _____ dated _____

drawn on _____

being the premium under this Indenture of Lease

WE SAY RECEIVED

For ROYAL PALMS (INDIA) PVT. LTD.

Director

Witness:



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MUNICIPAL CORPORATION OF GREATER MUMBAI

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

To
VINAYAK LOMATE
716, 7th FLOOR, HIGHWAY COMMERCE
CENTRE, I. B. PATEL ROAD, GOREGAON (E),
MUMBAI-400 063.

No: CHE/1142/DPWS/P/S

Date: 12.11.2009

Sub: Sanctioned Revised Development Plan Remarks for the land bearing C.T.S.No 1627 of Village MAROL MAROSHI at GOREGAON (E).

Ref: Your Application u/no. 11509 and payment of certifying charges made under Receipt no. 1000459781 dated 17/11/09.

Sir,

Sanctioned Revised Development Plan Remarks for the land shown bounded blue on the accompanying plan are as under:-

Description of the Land	:	C.T.S.No 1627 of Village MAROL MAROSHI
Sanctioned Revised Development Plan referred to Ward	:	P/SOUTH
Reservations affecting the land [as shown on plan]	:	NIL
Reservations Abutting the land [as shown on plan]	:	NIL
Designations affecting the land [as shown on plan]	:	NIL
Designations Abutting the land [as shown on plan]	:	AAREY MILK COLONY
D.P. Roads affecting the land [as shown on plan]	:	NIL
Existing Roads [as shown on plan]	:	Present
Widening of the existing road to be confirmed from the office of the Executive Engineer (Traffic & Co-ordination)/Assistant Engineer(Survey)		
Zone [as shown on plan]	:	NO DEVELOPMENT ZONE (NDZ)
Zonal separation line has been shown in thick red color		



Remarks from other Departments/ Offices:

Demarcation: The boundaries of the designations are subject to the actual demarcation on site by this office staff alongwith the representative of A.E.Survey.

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Note:

If the land under reference is a part of amalgamation/sub-division/layout, then specific remarks shall be obtained from the concerned Building Proposal office and development thereof shall be as per the terms and conditions of the approved amalgamation/sub-division/layout.

Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.

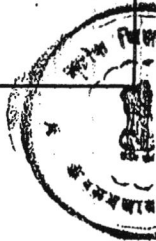
The boundaries shown in the accompanying plan are as per the available records with this office. However the boundaries shown in the records of City Survey Office shall supercede those shown in the D. P. Remarks Plan.

Yours Faithfully

Assistant Engineer,
Development Plan

(P Ward)

Acc~1 plan



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