



Tuesday, December 28, 2010

4:56:33 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

शरन मि

पावती क्र. : 11700

दिनांक 28/12/2010

गावाचे नाव मरोशी

दस्ताऐवजाचा अनुक्रमांक

वदर2 - 11678 - 2010

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: सोफिया निगम - -

नोंदणी फी

:- 30000.00

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

:- 1040.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (52)

एकूण रु. 31040.00

आपणास हा दस्त अंदाजे 5:11PM ह्या वेळेस मिळेल

शरन मि
मुख्य निबंधक

रु. 3707500 रु. मोबदला: 3934140 रु.
भरलेले मुद्रांक शुल्क: 179350 रु.
मुख्य निबंधक (पावती)
उपनगर लिंबदा

बाजार मुल्य: 3707500 रु.

मोबदला: 3934140 रु.

भरलेले मुद्रांक शुल्क: 179350 रु.

वेचण्याचा प्रकार: डीडी/धनाकार्यद्वारे;

बँकेचे नाव व पत्ता: भारतीय स्टेट बँक;

डीडी/धनाकार्य क्रमांक: 379760; रक्कम: 30000 रु.; दिनांक: 26/11/2010

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २००९/२०१०

१. दस्ताचा प्रकार :-

मोफिया निवाशेचा करारनामा

२. पक्षकाराचे नाव :-

३. तालुका :- बोरीवली

४. गावाचे नाव :- मरोशी

५. नगरभूमापन क्रमांक / सर्व्हे क्र. / अंतिम/मुखंड क्रमांक :- १६२७

६. दरविभाग (झोन) :- ५४/२४४३

७. मिळकतीचा प्रकार :- खुली/निवासी/कार्यालय/दुकान/औद्योगिक

दर :- ५८८००/-

८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- ६३.०४ चौ. मीटर

९. मजला क्रमांक :- १ला उदवाहन सुविधा आहे/ नाही :-

१०. बांधकाम वर्ष :- पसारा :-

११. बांधकामाचा प्रकार :- आरआरसी/इतर पक्के/अर्धे पक्के/कच्चे

१२. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. ज्या अन्वये दिलेली घट/वाढ

१३. भाडेकरू व्याप्त मिळकत असल्यास :- १. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :-

२. नवीन इमारतीत दिलेले क्षेत्र :-

१४. लिहू अँड लायसन्सचा वस्तु - १. माह - २. रकम :-

३. लिहू वस्तु - ४. रकम :-

५. लिहू वस्तु - ६. रकम :-

१५. निर्धारित केलेले बाजारमुल्य / दस्तामध्ये दर्शविलेला भोवदला :- ३००७५००/६६३४९८०

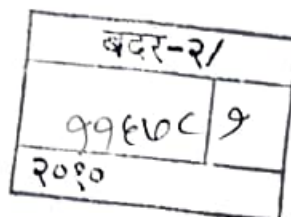
१६. देय मुद्रांक शुल्क :- १०६३५०/-

भरलेले मुद्रांक शुल्क :- १०६३५०/-

१७. देय नोंदणी फी :- ६०,०००/-

वरिष्ठ लिपीक

सह दुय्यम मिळकत यंत्रवली क.



Stamping / Stamp duty pay Slip - (Customer's Copy)
 Receipt No. **N-128160** Date **6-12-10**

Name and Address of Stamp duty Payee
Sophia Ningsheng & Sodaun Ningsheng
Kandivali (E), muv-101

Documents Name: **Agmt for sale**

Franching Value	Service Charges	Total Amount
No of Doc: 1 X Rs: 179350	No of Doc: 1 X Rs: 179360	

Rupees in words: **One Lakh Seventy Nine Thousand Three Hundred Sixty**

THE BHARAT CO-OP BANK (MUMBAI) LTD.
CLG
 Cash Paid to the Bank: **₹ 179,350**
 P.O.D. Branch: **Goregaon (E)**
 Account Party Name: **CLG**
 PAN No: **CGK1793601N**

Purchaser Signature: _____
 Received Rs: _____
 Franching Sr. No: _____
 Scroll No: _____
 Date: **06/12/2010**



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 2010

USHA SHEKHAR
 Authorised Signatory

AGREEMENT FOR SALE entered into at Mumbai this 28th day of Dec in the Christian Year Two Thousand Ten by and between.

ROYAL PALMS (INDIA) PVT. LTD. formerly known as **AMIR PARKS AND AMUSEMENT PVT. LTD.**, a Company registered under the Companies Act, 1956 and having its registered office at Survey No. 169, Aarey Milk Colony, Near Unit No. 26, Goregaon (E), Mumbai- 400 065 hereinafter referred to as 'the Owners' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successor or successors) of the **One Part**

AND

MR./MRS/M/S. SOPHIA NINGSHENG & MR. SODAUN NINGSHENG having his/her/its address A-41, Kalpatary Gardens, Ashok Nagar Kandivali (E), Mumbai- 400101 hereinafter referred to as the "Purchaser/s" (which expression shall unless it be repugnant context or meaning thereof be 'deemed to mean and include his/her/their heirs, executors and administrators and permitted assigns) of the **Other Part**.

The Bharat Co-Operative Bank (Mumbai) Ltd., Goregaon Branch, "Shivgiri" Plot No. 11, Samant Estate, Goregaon(East), Mumbai-400 063
 D-S/ST/PI/V/C R 1063/02/06/148-151

भारत 63212
 172924
 SPECIAL ADHESIVE
 DEC 07 2010
 R. 01793501-885996
 17:07

Stamp duty signatures and text: **INDIA STAMP DUTY MAHARASHTRA**

RECITALS

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, Andheri 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 975272.50sq.mts or thereabouts and more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said larger property";
- B. By and under a consent decree dated 14th June 1990 as common decree in Suit No.1745 of 1983 and Suit No.1657 of 1987 passed by the Hon'ble Court of Mumbai, the said Trust sold, transferred and conveyed the said larger property to the Owners herein; and the said Consent Decree dated 14th June, 1990 which is to operate as a Conveyance of the said larger property in favour of the Owners is registered on 10th July, 1995 under Sr. No.403/95 in the office of the sub-Registrar of Assurances at Mumbai;
- C. In the premises aforesaid, the owners herein are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said larger property as owners thereof;
- D. 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/UD11 dated 10th October 1994;
- E. Under the aforesaid regulation 60 of the Development Control Regulation, as modified by a notification dated 17th February 2000, issued by the Government of Maharashtra, development of such property for residential purpose conjointly with other uses is allowed, subject to certain conditions set out in the said notification dated 17th February 2000 and as such the Owners are desirous of developing a part of the said larger property inter alia for construction of Service Apartments in a building to be known as "RUBY ISLE" by utilization of F.S.I. available for such development under the aforesaid Development Control Regulation, 1991 and the permission granted under the Support Services for the Information Technology Park



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vide the letter dated May 29, 2004 from Directorate of Industries, Government of Maharashtra;

- F. Other parts of the said larger property are likely to be developed by the Owners 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, and/or other users or activities as may be permissible under the Development Control Regulations;
- G. Part of the said larger property on which the said building "RUBY ISLE" is intended to be constructed as per building builtup area and is more particularly described in the Second Schedule hereunder written and is shown in Red coloured boundary on the plan thereof annexed hereto and marked Annexure "A" and the said portion is hereinafter referred to as "the said Property";
- H. Pursuant to the application of the said Owners, the Municipal Corporation of Greater Mumbai has granted its Intimation of Disapproval (IOD) on bearing No CHE / 9819 / BP (WS) / AP Dated 10/08/2009 and its Commencement Certificate dated 22/01/2010.
- I. The Owners being desirous of the Development of the said property have appointed M/s Mistri Associates as their Architect having their registered office at 278, Tardeo Road, Patil Estate, Opp. Bhatia Hospital, Mumbai - 400 007 for the necessary building plan approvals and completions required for the development of the said property ;
- J. The Owners are entitled to sell the Service Apartments, parking spaces and stilt/car parking spaces/basement in the said building ~~to be constructed by the~~ Owners on the said property and to enter into agreements with the Purchasers in respect of the said property and to receive the consideration ~~thereof~~ from time to time;
- K. The Owners have got approval from Municipal Corporation of Greater Mumbai (hereinafter referred to as "M.C.G.M." for the sake of brevity) the building Plans, the specifications, elevations, sections and details of the said building;
- L. While sanctioning the plans and M. C. G. M. has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Owners while developing the said property and upon due observance and performance of which only the Occupation and/or Completion Certificates in respect of the said building shall be granted by the concerned local authority;



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- M. The Owners are in the process of commencing the construction of the said building in accordance with the building plans sanctioned by the Municipal Corporation of Greater Mumbai;
- N. The Purchaser/s demanded from the Owners and the Owners have given to the Purchaser/s inspection of all documents to title relating to the said property Intimation of Disapproval and the plans and specification prepared by the Architects of the Owners and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as the said Act) and the Rules made thereunder;
- O. The Purchaser/s has/have also taken physical inspection of the said land and has/have satisfied himself/herself/themselves about the same and about the title of the said Owners to the said property;
- P. At the request of the Purchaser the Owners had by a letter of allotment dated 17-06-10 allotted/agreed to sell him/her/them Service Apartment No. 108 on 1st floor admeasuring 52.53 sq. mtrs. Carpet Area (approx. 565.32 sq. fts.) (which is inclusive of area of the balconise) building to be known as 'RUBY ISLE' ^{O' BUILDING} to be constructed on the said property (hereinafter referred to as "the said premises");
- Q. Considering the request and declaration, the Owners have agreed to sell to the Purchaser/s the said Service Apartment for the consideration of Rs. 39,34,140/- (Rupees Thirty Nine lakhs. Twenty Four Thousand one Hundred Forty Only) and on the terms and conditions hereinafter appearing;
- R. The copy of Certificate of Report on title in respect of the said property dated 21st October, 2009 issued by the Advocates and Solicitors of the Owner/s Universal Legal and the copy of the plan of respective floor of the said premises agreed to be purchased by the Purchaser/s approved by the Municipal Corporation of Greater Mumbai and the copy of the extract of property Register Card of the said property have been annexed hereto and marked Annexures "B "; "C " & "D " respectively;
- S. Prior to the execution of these presents the Purchaser/s has paid to the Owners a sum of Rs. 3,83,538/- /Rupees Three lakhs Eighty Three Thousand Five Hundred Thirty Eight Only) being part payment of the sale price as stated aforesaid of the said premises to be sold by the Owners to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Owners do hereby admit and acknowledge) and the purchaser/s has agreed to



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pay to the Owners the balance of the sale price in the manner set out hereinafter in this agreement;

- T. Under Section 4 of the said MOF Act, the Owners are required to execute a written agreement for sale of the said service apartment with the Purchasers being in fact these presents and also to registered the said Agreement under Indian Registration Act, 1908.

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

1. The Owners are well and sufficiently entitled to and have absolute beneficial interest in the said larger property and shall construct a building consisting of stilt and Twenty upper floors on the said property more particularly described in the Second Schedule hereunder written in accordance with plans, designs, specifications and approvals by the concerned local authority (which have been seen and approved by the Purchaser/s) with liberty to carry out only such variations and modifications as the Owners should consider necessary or as may be required by the concerned local authority and/or the Government to be made in their favour and in respect of which the Purchaser/s hereby irrevocably and expressly authorise the Owners to make such changes/modification however such change/ modification shall not adversely affect the said premises of such Purchaser/s PROVIDED that the Purchaser/s shall have to obtain prior consent in writing of the Purchaser/s of the said premises in respect of such variations or modifications which may adversely affect the said premises of the Purchaser/s.



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2. The Purchaser/s hereby agrees/s to purchaser/s from the Owners and the Owners hereby agree to sell to the Purchaser/s Service Apartment No. 108 on 1st Floor, admeasuring 52.53 sq. mtrs. Carpet Area (approx. 565.32 sq. fts.) (which is inclusive of area of the balconies) as shown in the floor plan thereof hereby annexed and marked Annexure "C" in the building to be constructed on the said property and to be known as "RUBY ISLE" ^{O' BUILDING} for the consideration of Rs. 39,34,140/- (Rupees Thirty Nine lakhs Twenty Four thousand one Hundred Forty Only) which includes the

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proportionate price for proportionate common areas and facilities appurtenant to the said service apartment. The nature, extent and description of the common/limited area and facilities are more particularly described in the Third Schedule hereunder written. The said consideration shall be paid by the Purchaser/s in the following manner:-

Rs. <u>383,538/-</u> /- (Rupees) <u>Three Lakhs Eighty Three</u> <u>Thousand Five Hundred</u> Only) <u>Twenty Eight</u>	On or before the date of execution hereof, the payment and receipt whereof the owners do hereby admit and acknowledge.	
Rs. <u>875,386/-</u> /- (Rupees) <u>Eight Lakhs Seventy Five</u> <u>Thousand Three Hundred</u> Only) <u>Eighty Six</u>	At the time of completion of foundation.	
Rs. <u>196,707/-</u> /- (Rupees) <u>one Lakh Ninety Six Thousand</u> <u>Seven Hundred Seven</u> Only)	At the time of completion of 1 st slab of the building.	
Rs. <u>196,707/-</u> /- (Rupees) <u>one Lakh Ninety Six Thousand</u> <u>Seven Hundred Seven</u> Only)	At the time of completion of 2 nd slab of the building.	
Rs. <u>196,707/-</u> /- (Rupees) <u>one Lakh Ninety Six Thousand</u> <u>Seven Hundred Seven</u> Only)	At the time of completion of 3 rd slab of the building.	
Rs. <u>196,707/-</u> /- (Rupees) <u>one Lakh Ninety Six Thousand</u> <u>Seven Hundred Seven</u> Only)	At the time of completion of 4 th slab of the building.	
Rs. <u>157,365/-</u> /- (Rupees) <u>one Lakh Fifty Seven Thousand</u> <u>Three Hundred Sixty Five</u> Only)	At the time of completion of 5 th slab of the building.	
Rs. <u>157,365/-</u> /- (Rupees) <u>one Lakh Fifty Seven Thousand</u> <u>Three Hundred Sixty Five</u> Only)	At the time of completion of 6 th slab of the building.	
Rs. <u>157,365/-</u> /- (Rupees)	At the time of completion of 7 th slab of the building.	

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Rs. <u>78,682/-</u> /- (Rupees) Only)	At the time of completion of 18 th slab of the building.
<u>Seventy Eight thousand Six Hundred Eighty two</u> Only)	
Rs. <u>39,341/-</u> /- (Rupees) Only)	At the time of completion of 19 th slab of the building.
<u>Thirty Nine thousand Three Hundred Forty one</u> Only)	
Rs. <u>39,341/-</u> /- (Rupees) Only)	At the time of completion of 20 th slab of the building.
<u>Thirty Nine thousand Three Hundred Forty one</u> Only)	
Rs. <u>39,341/-</u> /- (Rupees) Only)	At the time of completion of 21 st slab of the building.
<u>Thirty Nine thousand Three Hundred Forty one</u> Only)	
Rs. <u>354,084/-</u> /- (Rupees) Only)	At the time of possession of the service apartment.
<u>Three Lakhs Fifty Four thousand Eighty four</u> Only)	

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3. The time of payment of installments of the sale price as provided in clause no.(2) above and all the amounts that the Owners are entitled to receive from the Purchaser/s as provided in clauses hereinafter appearing in the agreement shall be essence of this contract.

4. It has been agreed between the parties hereto that the payment terms which have been agreed hereinabove may be modified by the Owners and in the event of delay in payment of purchase price or any installment thereof, interest at the rate of 18% per annum thereon will be charged by the Owners. The Purchaser and the Purchaser shall pay the same to the Owners, provided always that the agreement to accept interest is without prejudice to other rights and remedies of the Owners including the right to terminate this Agreement.



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5. The Purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves about the right and title of the said Owners to develop and sell the service apartment on the said property and have accepted the same and shall not be entitled to any further investigation thereof.

Shamshad Akbar

6. The Purchaser/s hereby agree/s and confirm/s that inspection has been given by the Owners of all the documents of the title or true copies thereof including Intimation of Disapproval, the plans and the specifications of the said building which is proposed to be constructed by the Owners on the said property. The Purchaser/s hereby further agrees and covenants with the Owners to sign and execute all papers and documents in favour of the Owners or otherwise as may be necessary for the purpose of enabling the Owners to develop the said property and construct the said building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned and as the Owners may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of M.C.G.M. and/or any other appropriate authorities in that behalf as well as for the construction of such building in the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said premises agreed to be purchased by the Purchaser/s is not in any manner adversely affected. The Purchaser/s agree that the said consent is irrevocable.
7. The Owners hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the M.C.G.M. or concerned authority or authorities at the time of sanctioning the said building plans or thereafter and shall before handing over possession of the said premises to the Purchaser/s, obtain from M.C.G.M. or the concerned authority or authorities occupation and/or completion certificate in respect of the said premises.
8. The Purchaser/s shall not have any right in respect of Floor Space Index sanctioned by the M.C.G.M. or local authority in respect of the said property and any other Floor Space Index that may be sanctioned in future and be utilised for the development of the said property by the Owners.
9. The Owners shall have an irrevocable right and the Purchaser hereby expressly consents and confirms that the Owners will always be entitled to utilize any F.S.I. and/or TDR which may be available on the said property or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR (if any) available on the property and any other adjoining or other properties is duly utilized or consumed or loaded by the Owners and until the construction of all the buildings on the said property is completed and until all the service apartment and other premises including garages, silt, parking, open spaces and other tenements in the buildings are sold and until all the amounts are received by the Owners from the service apartment purchasers in respect of the service apartment sold to them, the Owners shall not till then be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be, and shall not be required to execute lease in respect of the said new



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building and the land underneath and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

10. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise is restricted only to the said service apartment agreed to be allotted by the Owners and agreed to be acquired by the Purchaser. All other service apartment and portion or portions of the said new building and the said property including recreation ground, internal roads, open space, terraces, car parking, etc., shall be the sole and absolute property of the Owners, the Owners shall be entitled to develop and/or deal with the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser hereby confirms and consents to the irrevocable right of the Owners to develop and/or deal with the said property and/or said building and/or the said recreation ground, internal road, in the manner deemed fit by the Owners without any further or other consent or concurrence in future.

11. It is agreed that notwithstanding anything contrary to contained herein, the Owners shall be entitled at any time to construct additional building/structures on the said property and/or additional floors on said buildings being constructed on the said property, even after completion of said buildings and/or even after execution of a conveyance/lease in favour of co-operative society or such other body. Such additional construction may either be on account of additional F.S.I. that may be available from the said property or elsewhere and/or on account of Transfer of Development Rights (TDR) and/or on account of the amendment in the Development Control Rules or Floor Space Index or otherwise or on account of floating rights and all other benefits and rights. The Purchaser hereby confirms and consents to the irrevocable right of the Owners to construct the said building/structures on the said property and/or additional floors on said building/s proposed to be constructed on the said property in the manner deemed fit by the Owners without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser.

12. It is confirmed that the Owners have made full and true disclosure of the nature of the Owner's title to the said property and the Purchaser/s has/have made enquiries and is satisfied that the title of the Owners to the said property is marketable and free from encumbrances and the Owners is entitled to construct building thereon and to sell the service apartment therein. The Purchaser hereby undertakes not to raise any objection and/or requisition to the title of the Owners to the said property and their right to develop the same. The Owners ensure that the said property is free from all encumbrances and that the Owners have clear and marketable title to the said property so as to enable them to transfer the said property with clear and marketable title on execution of Deed of Lease as provided hereinafter in this agreement.



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13. The Purchaser/s agree/s to pay to the Owners interest at 18% per annum on all the amounts which become due and payable by the Purchaser/s to the Owners under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Owners.
14. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Owners under this agreement (including his/her/their proportionate share of taxes levied upon by the M.C.G.M. or other concerned local authority or authorities) and/or the Purchaser/s committing breach of any of the terms and conditions herein contained, the Owners shall without prejudice to any other right to claim interest or damages, be entitled at their option, to terminate this agreement PROVIDED FURTHER that upon termination of this Agreement as aforesaid the Owners shall be entitled to forfeit the first installment of the consideration payable hereunder and refund the Purchaser/s the balance amount of sale price of the said premises which may till then have been paid by the Purchaser/s to the Owners but the Owners shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination of this agreement, the Owners shall be at liberty to deal with or dispose of and sell the said premises to such person and at such price as the Owners may in their absolute discretion think fit and the Purchasers shall have no right, title or interest, claim or demand of any nature whatsoever against the Owners or in respect of the said premises.
15. The Owners have agreed to sell and Purchaser has agreed to purchase only the service apartment under this agreement with only minimum amenities. The standard fixtures, fittings and amenities to be provided by the Owners in the said building and the service apartment are those that are set out in Annexure B hereto.
16. The Owners shall handover possession / occupation of the said premises to the Purchaser/s on or before 30th day of June-2012 provided that the Purchaser/s has/have paid to the Owners the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the Owners under this agreement. If the Owners fail or neglect to give possession / occupation of the said premises as aforesaid on account of reasons beyond their control or control of their agents as per the provisions of section 8 of the said Maharashtra Ownership Service apartment Act, then in such event the Owners shall be liable on demand to refund to the Purchaser/s the amounts already received by the Owners in respect of the said premises with simple interest at the rate of 9% per annum from the date of Owners received the same till the date the amounts and interest thereon are repaid provided that by mutual consent it is agreed that the dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till



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the entire amount of interest thereon is repaid by the Owners to the Purchaser / s there shall subject to prior encumbrances, if any, be a charge on the said property as well as on construction of building in which the service apartment are situated or were to be situated PROVIDED THAT the Owners shall be entitled to reasonable extension of time for giving delivery of the said premises if it is delayed on account of:

- (i) Non availability of Cement, Steel, other building material, water or electric supply.
- (ii) War, Civil commotion, strikes or act of God or any other force majeure conditions.
- (iii) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority.
- (iv) Any force majeure conditions.

17. The Purchaser/s shall take possession of the said service apartment within 10 days of the Owners giving written notice to the Purchaser/s intimating that the said premises is ready for use and occupation PROVIDED THAT if within a period of 3 (three) months from the date of handing over the said premises to the Purchaser/s, the Purchaser/s, bring/s to the notice of the Owners any defect in the said premises or building in which the said premises is situated or the material used therein that wherever possible such defect shall be rectified by the Owners at their own cost.

18. The Purchaser/s agree/s and undertake/s to use the said premises for Service Apartments purpose only and in consonance with Municipal Rules and Regulations and for no other purpose whatsoever. This is a fundamental and basic condition of this agreement and any breach of this term shall amount to a serious breach of this agreement and in such case the Owners shall be entitled to terminate this agreement and forfeit the entire amount paid by the Purchaser/s as liquidated damages. It is agreed that such damages are reasonable estimate of loss that may be suffered by the Owners and does not amount to penalty as this is a condition imposed by Municipal and Statutory Authorities.



19. The Purchaser/s shall at no time demand partition of his/her/their interest in the said property or building to be constructed thereon, it being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said property and building is inseparable and it is agreed that the Owners shall not be liable to execute any assignment or any other document in respect of the said premises in favour of the Purchaser/s.

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20. After completion of the building on the said property and utilisation and consumption of the entire FSI and/or TDR that may be available thereon, the Owners shall form a Co-operative Housing Society or Condominium of all the

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Purchasers of service apartment in the said building to be constructed on the said property and shall submit the said property in their sole discretion, either to the scheme laid down under the Maharashtra Ownership Flats Act, 1963 or the Maharashtra Apartment Ownership Act, 1970 as the case may be.

21. The Purchaser/s agree/s to sign and execute all the necessary applications, documents or Deeds and /or papers as may be required for the purpose of formation of a Co-operative Housing Society and/or Condominium and/or a Limited Company and/or for the purpose of submitting the said property to the scheme of Maharashtra Ownership Flats Act, 1963 and/or Maharashtra Apartment Ownership Act, 1970.
22. After completion of development of the said property by construction of all the building/s on the said property and after sale of all the service apartment and premises in the said building/s and receipt of consideration from all the service apartment Purchaser/s therein, the Owners shall execute a Deed of Lease for nine hundred and ninety nine years for an annual rent of Rupees One Hundred only in respect of the said property together with a Deed of Transfer of the structures put up by them on the said property to the said Co-operative Housing Society and / or Limited Company and/or a Condominium. All such documents of lease and/or transfer shall be prepared by the Advocates for the Owners and all the costs, charges and expenses in connection with the formation and registration of such a Co-operative Housing Society or a Limited Company or a Condominium as well as costs of preparing, stamping and registering of the required Deeds of documents of declarations required to be executed by the Owners as well as the Advocates fees therefore shall be borne and paid exclusively by the Purchasers and/or members of such Co-operative Housing Society and/ or the condominium purchasing service apartment in the said building.
23. In the event of the Society and/or Incorporated body being formed and registered before the sale and disposal by the Owners of all the units in the said building as aforesaid, the Power and authority of such Society or Incorporated body so formed shall be subject to the overall control and authority of the Owners on any of the matters concerning the said building and in particular the Owners shall have absolute authority and control as regards the disposal of units and balance F.S.I. and its disposal thereof.

24. Even after the Owners executing a Deed of Lease in respect of the said property in favour of the Society or Incorporated body, the Owners shall continue to have a right to dispose of the remaining units/service apartment in such manner as they think fit and proper and the sale proceeds thereof shall belong absolutely to the Owners and the Purchaser/s of such remaining units shall be accepted as members of Co-operative Housing Society or Incorporated Body. The service apartment



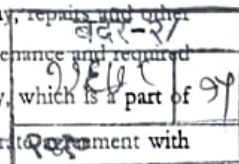
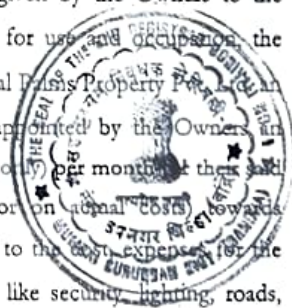
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purchasers and/or Owners in such case shall not be required to pay any transfer fees, charges or premium or donation and / or compensation and/or costs in any form whatsoever to the Society or to the incorporated body save and except the membership fees , share money and entrance fees per member for such remaining unsold units.

25. Under a writing dated 3rd March 1997 bearing No. LEN-2694/5122/J3 issued by the Revenue & forest Department, the Owners have been sanctioned right of way to the said larger property from main public road over 11088.4 sq. mts. of land belonging to the Aarey Milk Colony and bearing Survey No.169, Mouje Marol and in pursuance of the said writing, a duly registered Deed of Grant of Right of Way in favour of the Owners will be obtained by the Owners before completion of the building/s on the said property. The Purchasers and the said Co-operative Society of the Purchasers in the said building shall be allowed the use of the said right of way as common access along with other users being nominees of the Owners. Furthermore the Purchasers and the said society shall also be entitled to use the internal road being part of the said larger property and shown on the Plan in colour burnt sienna annexed hereto as an approach road to the said property as a common road with other users and occupiers of the said larger property. It is agreed that the Owners shall at their discretion and for convenience be entitled to re-align or change the position of the said approach road. It is also agreed that the use of approach road shall be subject to payment of proportionate amount of rent payable to Aarey Milk Colony for the said approach road and payment of maintenance charges to the Owners for maintaining the said approach road. If required by the Owners, society shall enter into a separate agreement for the said right of way with the Owners.

26. Commencing a week after the notice in writing is given by the Owners to the Purchaser/s that the said service apartment is ready for use and occupation, the Purchasers shall regularly pay to the Owners or to Royal Palms Property Pvt. Ltd. an agency appointed by Owners or any other agency appointed by the Owners an amount of Rs. 1/- Per Sq. Ft. (Rupees One Per Sq. Ft. only) per month for their said service apartment (with 5% escalation every year or on actual costs) towards housekeeping services which includes but not limited to the maintenance of the common amenities and facilities like security, lighting, roads, drainage sweepers charges for the larger property including the said property charges for approach road through land belonging to Aarey Milk Colony, repairs and other expenses necessary and incidental to the management and maintenance and required for proper enjoyment and use of the said building and property, which is a part of the larger property. The Purchasers agree to enter into a separate agreement with Royal Palms Property Pvt. Ltd. or other Agency appointed by Owners for that purpose. It is agreed that the payment of the said maintenance charges does not extend the rights of the service apartment purchasers in such other areas of larger property. On formation of the Society or Condominium such maintenance shall be



Signature

46. The Purchaser/s agree/s to present this Agreement to the proper registration office for registration within the time limit prescribed (4 months) by the Indian Registration Act 1908 and the Owners will attend such office on being informed by the Purchaser/s about the same and admit execution thereof. The entire liability of all costs, charges, expenses including the stamp duty, deficit duty, penalty if any and registration charges payable on this agreement and or any other agreement or document or lease or conveyance in pursuance of this Agreement shall be exclusively that of the Purchaser/s.
47. All notice to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered A. /D. Post/under Certificate of posting at his/her/their address specified below :

A-41, Kalpataru Gardens,
Ashok Nagar, Kandivli (E)
Mumbai- 400101

48. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and rules made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE LARGER PROPERTY)

ALL THOSE pieces and parcels of agricultural land falling in the New Development Zone situate, lying and being at village Marol Maroshi, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and being in the City Survey No. 1627 (part) admeasuring about 240 Acres or thereabouts.



THE SECOND SCHEDULE ABOVE REFERRED TO:

A portion of a piece of land to be constructed as per building buildup area and demarcated in red coloured boundary line as shown on the sanctioned layout plan thereof annexed hereto as Annexure "A" and being part of the larger property more particularly described in the First Schedule herein above.

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[Signature]

SIGNED SEALED AND DELIVERED)

By the within named Owners)

ROYAL PALMS (INDIA) PVT. LTD. formerly)
known as AMIR PARKS AND AMUSEMENT)
PRIVATE LIMITED)

in the presence of.....)

1. **KIRAN GANGAWANE**
2. **SUSHANT JADHAV**

[Handwritten signature of Kiran Gangawane]
[Handwritten signature of Sushant Jadhav]



For ROYAL PALMS INDIA PVT. LTD.

Director

DILAWAR NENSEY

SIGNED SEALED AND DELIVERED)

By the within named Purchaser/s)

Mr./Mrs./M/s. SOPHIA NINGSHENG &)

MR. SODAUN NINGSHENG.)

in the presence of)

1. **KIRAN GANGAWANE**
2. **SUSHANT JADHAV**

[Handwritten signature of Kiran Gangawane]
[Handwritten signature of Sushant Jadhav]



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BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

No. CHE/ 9819 /BP(WS)/AP/MX

7 SEP 2009

COMMENCEMENT CERTIFICATE

M/s. Amir Parks & Amusements Pvt. Ltd.,

Owner

Sir,

Office of the Dy.Ch.Eng. (B.P.) W.S.H
Municipal Bldg., 'C' Wing,
Near Sanskruti Complex,
90th, D.P. Rd., Kandiyah (E),
Mumbai-400 010

With reference to your application No. 284 for Development Permission and grant of Commencement Certificate under Section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act, 1888 to erect a building to the development work of Building 'G' (Bldg. No. 1-16)

C.T.S. No. 1627/A S.No. 169 (Pt. 3)

at premises at Street _____

Village Marol-Maroshi

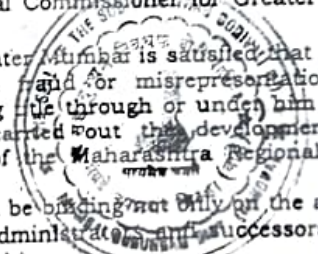
Plot No. _____

situated at Goregaon (East)

Ward P/South

The Commencement Certificate/Building Permit is granted on the following conditions:

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



2/ 99 E 0 L 2E 2009

The Municipal Commissioner has appointed Shri R.v. Nautiyal Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to top of stilt slab level as per approved plan dtd 26/08/2009

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika

[Handwritten signatures]

Executive Engineer, Building Proposal (W. S.)
'P' 800 Wards

FOR

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

दस्ताक्रमांक व वर्ष: 11678/2010

Friday, December 31, 2010

1:26:00 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म

Regn. 63 m 6

गावाचे नाव : मरोशी

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,934,140.00 वा.भा. रु. 3,707,500.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1627 वर्णना: सदनिका नं 108 पहिला मजला , ओ विल्डींग , रुबी आईल , रॉयल पाल्मस वसाहत , गोरेगाव पू मुं 65
- (3) क्षेत्रफळ (1) 63.04 चौ मी विल्टअप
- (4) आकारणी किंवा जुळी 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 फॉर्मली नोन अॅंज मे अमिर पावर्स अॅंज अॅंम्युग्रमेंट प्रा लि चे संचालक दिलावर नेन्सी तर्फे मुखत्यार दिलीप उपळेकर - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: युनीट नं 26, आरे कॉलनी गोरेगाव पु ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AABCR9424R.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) सोफिया निगशेग - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: ए 41 कल्पल गार्डन्स , अशोक नगर , कांदीवली पू मुं 101; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ACJPN0568R.
- (2) सोदीन निगशेग - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: वरीलप्रमाणे; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ACJPN0567A.
- (7) दिनांक करून दिल्याचा 28/12/2010
- (8) नोंदणीचा 31/12/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 11678 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 179325.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा

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सा. द. प्र. नि. व. प्र. पो. व. प्र.
पं. उ. प्र. नि. व. प्र.

Mumbai - 400 065.
alpalsindia.com



ROYAL PALMS
(INDIA) PVT. LTD.
AN ISO 9001 ISO 14001
CERTIFIED COMPANY

Date: - 24/05/2014

TO WHOM SOEVER IT MAY CONCERN

We have sold Unit No-108 in "RUBY ISLE", Building at Royal Palms to Mrs.Sophia Ningsheng & Mr.Sodaun Ningsheng.

We have "NO OBJECTION" to Transfer RELIANCE ENERGY Electricity Meter Account No. 151804992 including Security Deposite to her name, subject to clearing all the electrical company

Dues (if any) by her.

For ROYAL PLAMS (I) PVT LTD.


Dilawar Nensey

(Jt. Managing Director)

Regd. Office : Royal Palms (India) Pvt. Ltd.: Survey No. 169, Aarey Milk Colony, Near Unit No. 26, Goregaon (East), Mumbai - 400 065.
Tel.: 6146 2000 / 2879 4000 01 / 02 Fax : 2879 4251 / 52, Email : info@royalpalms.com Website : royalpalmsindia.com



Date: 02nd November ' 2013

POSSESSION LETTER

From,
Royal Palms (India) Pvt Ltd
Survey No. 169, Aarey Milk Colony,
Near Unit No. 26, Goregaon (E),
Mumbai - 400 065.

To,

Dear Sir,


Ref. Flat No. 108 in "Ruby Isle" building situated at Survey No. 169(Pt.), Marol Maroshi,
Goregaon (E), Mumbai - 400 065.

This is to record and confirm that pursuant to Agreement of Sale dated _____
executed by us as the Seller, we, after receiving full and final consideration for sale of the
said flat from you, as the Purchaser do hereby put you in quiet, vacant and peaceful
possession as the full owner of the said Flat. Subject to Realization of Cheque Received

Kindly confirm the above by appending your Signature / Seal here under and on the
duplicate hereof.

Yours faithfully,

For Royal Palms (India) Pvt. Ltd

for 
Muhammed Nensey
(Managing Director)



Received the vacant physical possession of the said Flat ,Building and the same is in
accordance with the said Agreement for Sale and complete in all respect.


(I SAY RECEIVED POSSESSION)
Witness:

1.

2.

Handwritten signature