

Original/Duplicate

पावती  
Wednesday, November 19, 2014  
10:40 AM

नोंदणी क्र.: 39म  
Rogn.: 39M

पावती क्र.: 12066 दिनांक: 19/11/2014

गावाचे नाव: मालाड

दस्तऐवजाचा अनुक्रमांक: बरल-१ -10443-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: श्री राजेश जगदीश गोयन्का

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1840.00

पृष्ठांची संख्या: 92

एकूण:

रु. 31840.00

आपणास हा दस्तऐवज अंदाजे 10:49 AM हा वेळेस मिळेल आणि सोबत घंबनेल प्रत व CD  
घ्यावी.

दु.निबंधक बोरीवली 1

बाजार मूल्य: रु.5858000/-

मोबदला: रु.8564000/-

घरनेले मुद्रांक शुल्क : रु. 428400/-

सह दुय्यम निबंधक बोरीवली-१

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु.30000/- मुंबई उपनगर जिल्हा  
डीडी/धनादेश/चे ऑर्डर क्रमांक: MH003744664201415S दिनांक: 19/11/2014
- बँकेचे नाव व पत्ता: Panjab National Bank
- 2) देयकाचा प्रकार: By Cash रकम: रु 1840/-

मुळ दस्त, घंबनील प्रिंट व  
सि.डी. प्राप्त झाली  
REGISTERED ORIGINAL DOCUMENT  
DELIVERD ON 20/11/14

महाराष्ट्र शासन  
 GOVERNMENT OF MAHARASHTRA  
 ई-सुरक्षित बैंक व कोषागार पावली  
 SECURED BANK & TREASURY RECEIPT (e-SBTR)

14023704288902

Bank/Branch: PNB/KHAR (6629)  
 Txn id : 081114M306141  
 DtTime : 08-11-2014@11:46:12  
 CallanIdNo: 03031322014110750428  
 District : 7101/MUMBAI

Stationery No: 14023704288902  
 Print DtTime: 08-11-2014@12:53:17  
 GRAS GRN : MH003744664201415S  
 Office Name : IGR190/BRL1\_JT SUB REGIST

Duty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS  
 Duty Amt : R 4,28,400/- (Rs Four, Two Eight, Four Zero Zero only)

Deface Schm: 0030063301-70/Ordinary Collections IGR  
 Deface Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Title : B25/Agreement to sale/Transfer/Assignment  
 Property Mvblty: Immovable  
 Property Descr : FLAT NO. 406, FOURTH FLOOR, BUILDING B, PALM SPRINGLINK ROAD MALAD WEST  
 MUM SUB DIST, Maharashtra  
 Consideration: R 85,64,000/-

Buyer Payer: (PAN-AFBPG4052Q) MR RAJESH JAGDISH GOENKA AND OTHER  
 Seller Party: (PAN-AAAFCF0693B) PALM COURT DEV DIV OF FERANI H P L AND N N WADIA

Bank Official Name & Signature  
 Ranjan Singh  
 (GBPA - 28726)

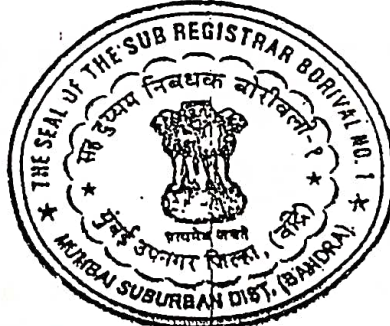


Bank Official 2 Name & Signature  
 (foram)

Space for customer/office use - - - Please write below this line - - -

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Deface No 000239253520/14/15  
 Date :- 19/11/14  
 सह दुय्याम निबंधक बोरीवली क-१

बरत-१  
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e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.



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THIS AGREEMENT made at Mumbai, this 10<sup>th</sup> day of November, Two Thousand Fourteen Between Palm Court Developers (a division of Ferani Hotels Private Limited, a Company governed under the Companies Act, 1956 and having its registered office at Construction House "B", 2nd Floor, 623, Linking Road, Opp. Khar Telephone Exchange, Khar (West), Mumbai - 400 052), hereinafter referred to as "the Builders" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the First Part, Mr. Nusli Neville Wadia, an Indian Citizen of Mumbai, Indian Inhabitant (In his capacity as the sole Administrator, appointed by the Bombay High Court, of the estate and effects of the late Eduljee Framroze Dinshaw), having his office at 412, Churchgate Chambers, 5, Sir Vithaldas Thakersey Marg, Mumbai-400 020, hereinafter referred to as "the Owner" (which expression shall, unless it be repugnant to the context or meaning thereof bind and include his successors and the administrator/s and/or person/s for the time being and from time to time representing the estate and effects of the late Eduljee Framroze Dinshaw) of the Second Part and Mr. Rajesh Jagdish Goenka and Mrs. Deepa Rajesh Goenka, both of Mumbai, Indian Inhabitants, having address at B-1203, Ivy Tower, Vasant Valley, Malad (East), Mumbai-400 097, hereinafter referred to as "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators and permitted assigns) of the Third Part:

**WHEREAS:**

- a) At all times material the Owner as the administrator of the estate of the late Eduljee Framroze Dinshaw has been the Owner in respect of large tracts of land including the land situate at Linking Road, Malad (West), Brihanmumbai bearing CTS No. 1406A/3/8 and CTS Nos. 1406A/3/5 to 7 of Malad (South) out of Survey No. 504 of Village Malad, Taluka Borivili, Mumbai Suburban District. The said land bearing CTS No. 1406A/3/8 and CTS Nos. 1406A/3/5 to 7 are hereinafter referred to as "the said larger property".
- b) The development rights in respect of the said CTS Nos. 1406A/3/5 to 7 (shown bounded blue on the Plan Annexure 'A' hereto and hereinafter referred to as "the said property") and 1406A/3/8 are held by the Builders (Ferani Hotels Pvt. Ltd.) as the Project Co-Ordinator for carrying out development thereof by construction of buildings thereon under the powers granted to it by the Owner under an Agreement dated 2<sup>nd</sup> January, 1995 and in terms thereof.
- c) The Builders are in possession of and are developing the land shown bounded red on the Plan Annexure 'A' hereto annexed which has been demarcated out of the said property and is designated as and hereinafter referred to as "segment-1" and is more particularly described in the First Schedule hereunder written. The said segment-1 shall have full and free access along and through the access road falling within CTS No. 1406A/3/8 and shown shaded burnt sienna on the Plan Annexure 'A' hereto annexed and hereinafter referred to as "the said access road"

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11m Spring Bldg B.F406 agr.

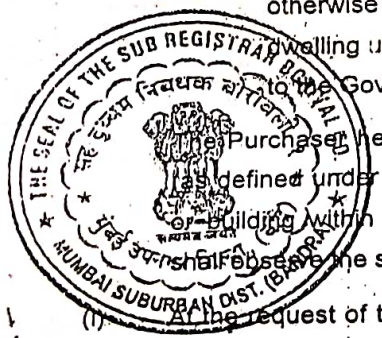
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- (d) The Builders have prepared a layout in respect of segment-1. Provision is made for access roads in segment-1.
- (e) The layout in respect of segment-1 is approved by the Brihanmumbai Municipal Corporation (BMC). The Builders have constructed multistoried buildings on the said segment-1 known as Palm Spring Buildings comprising of Building 'A', Building 'B', Building 'C', Building 'D', Building 'E' and Building 'F' (hereinafter referred to as "the said Palm Spring Buildings") by which the Builders have obtained the Floor Space Index (FSI) of the said property as also FSI of other properties obtained by Transfer of Development Rights [such FSI is hereinafter referred to as "TDR FSI"].
- (f) Each of the said Palm Spring Buildings is an independent structure with its own foundation having a separate entrance, separate staircase and separate lifts etc., to the said buildings; however, one or two faces/sides of some of the said Palm Spring Buildings are connected to a common slab to the face/ side of the adjoining building/s as shown in the said Plan Annexure 'A'. A Nalla passes through a portion of the said property shown on the Plan Annexure 'A' hereto attached. The shape of the Nalla on the northern side of the said property is shown on the Plan Annexure 'A' hereto annexed and the same is subject to change. The access road for the maintenance of the Nalla is shown hatched grey, on the Plan Annexure 'A' hereto annexed.
- (g) The Building Complex in segment-1 is known as "PALM SPRING" and the said name may be changed at any time by the Purchaser, Co-operative Society, Limited Company or any other Organisation etc. without the prior written consent of the Builders.
- (h) The Additional Collector & C.A. (ULC) Inter-alia provides the following in respect of the development of the said property that :

- (a) only one dwelling unit shall be allotted to one family; (the definition of family as defined under the ULC Act).
- (b) The dwelling units sold or otherwise transferred shall not be permitted to be sold or otherwise transferred for a period of two years from the date of completion of the said dwelling unit or from the date of agreement for sale. This period however is subject to the approval of the Government nominee for 10 years.



The Purchaser hereby declares that neither the Purchaser nor any member of his/her family as defined under the Urban Land (Ceiling & Regulation) Act, 1976 owns a tenement or a building within the limits of Brihanmumbai Urban Agglomeration and that the Purchaser shall observe the said conditions;

At the request of the Purchaser, the Builders have agreed to sell to the Purchaser on ownership basis a constructed flat being Flat No. 406 on the 4<sup>th</sup> floor of Building B (hereinafter referred to as "the said Premises") and the Purchaser has agreed to

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and acquire the said Premises from the Builders for the consideration and subject to the conditions herein contained. The rights of the Purchaser under this Agreement are (otherwise stated) restricted to the said Premises. Occupation Certificate and Completion Certificate in respect of the said Building B are obtained by the Builders.

- (i) The Purchaser has demanded from the Builders and the Builders have given inspection to the Purchaser of the plans and specifications in respect of Building B, documents of title in respect of the said larger property and of such other documents as are specified under the Maharashtra

*[Handwritten signatures and initials]*

Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder (hereinafter referred to as "the said Act").

Copies of the floor plan of the said Premises agreed to be purchased by the Purchaser, the Property Register Card/s in respect of the said property bearing CTS No. 1406A/3/5 to 7 of which segment-1 forms a part and the Certificate of Title dated 21<sup>st</sup> October 2014 issued by the Advocate for the Builders in respect of the said property are hereto annexed and marked as ANNEXURES B, C and D respectively.

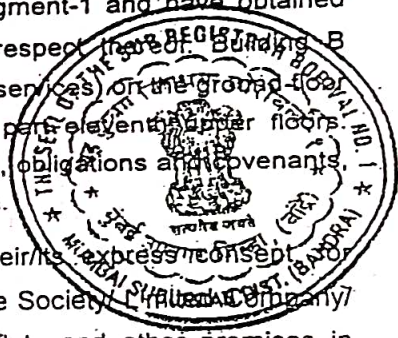
The said Premises are being agreed to be purchased by the Purchaser on the terms and conditions set out in these presents with full notice of the said Agreement dated 2<sup>nd</sup> January, 1995 between the Owner and the Builders.

This Agreement is being executed by the Owner and the Builders on principal to principal basis as independent contracting parties and the Owner agrees to implement the obligations of the Owner contained in this Agreement in respect of the interest of the Owner interalia in segment-1.

The Builders (as the owner of the Building B) and the Owner (as the owner of the land designated as segment-1 herein) will be entering into separate agreements with several other persons and parties for allotment, sale and/or giving of rights in respect of flats, units, portions, areas, parking spaces, terraces and/or other premises and/or spaces interalia in the said Palm Spring Buildings and segment-1.

IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES ETO AS FOLLOWS:

The Builders have constructed Building B as shown shaded red on the Plan Annexure 'A' hereto on a portion of segment-1 as a part of the layout of segment-1 and have obtained Occupation Certificate and Building Completion Certificate in respect thereof. Building B comprises of stilt (partly meant for parking and partly for common services) on the ground floor and residential flats from the first floor onwards to tenth and part eleventh floor. Segment-1 is to have the benefits and be subject to certain rights, obligations and covenants, details whereof are set out in the Third Schedule hereunder written.



The Purchaser hereby irrevocably agrees and gives his/her/their/its express consent himself/herself/themselves/itself and on behalf of the Co-operative Society/ Organisation/ Association to be formed of the purchasers of flats and other premises in Building B (hereinafter referred to as "the said Organisation") and/or the Co-operative Societies/ Limited Companies/ Organizations/ Associations to be formed of the purchasers of flats and other premises in Building B, the said Palm Spring Buildings, segment-1 and/or the purchasers of flats, units and other premises of the other buildings and structures in the said larger property (hereinafter referred to as "the Organisations") and/or Federation known as "Palm Complex Co-operative Housing Societies Federation Limited" formed of the

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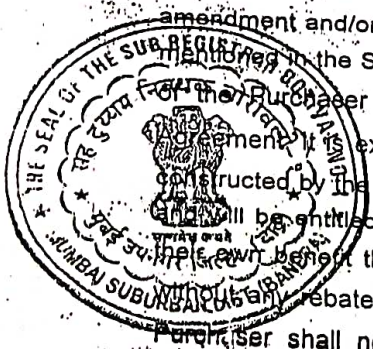
Organisations of some of the Buildings in segment-1 and the said larger property (hereinafter referred to as "the Federation"), that irrespective of (i) the Builders handing over possession of Building B to the purchasers and/or (ii) the formation of the aforesaid Organisation/s and the Federation and/or (iii) execution of Conveyance/ transfer of title of the said segment-1, the said property, and the said larger property, as mentioned herein, the Builders shall have irrevocable right to and will be entitled to such additional construction by way of (i) additional flats in and/or additional floors on Building B and/or the said Palm Spring Buildings and/or (ii)

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construction of flats at the ground/stilt floor level of Building B and/or the said Palm Spring Buildings instead of open area of stilts and/or (iii) additional wing/s to Building B and/or Palm Spring Buildings and/or (iv) additional buildings in segment-1 and/or (v) parking and garages on segment-1, according to the plans permissible by BMC, on account of space index/ floor area ratio (FSI) and/or TDR FSI, fungible compensatory FSI in the locality in which segment-1 is located is increased and/or on account of any FSI originally available in segment-1 and/or on account of portions thereof being under D P Road/ set back and/or on account of any change and/or alteration in the method of computation of FSI and/or due to any FSI and/or TDR FSI, fungible compensatory FSI potential remaining unutilized on segment-1 and any additional FSI and/or other benefits arising out of segment-1 as per the Development Control Rules (as amended from time to time) and/or on account of variation/ amendment in the building plans of any of the said Palm Spring Buildings and/or the existing buildings in segment-1. The Builders will therefore be entitled and shall carry out amendments, alterations, modifications and/or variations in the building plans of Building B and the said Palm Spring Buildings and/or in the elevation of Building/s and/or design including any change in location (i.e. to relocate), dimensions and extent of the open spaces, common areas, utilities, recreation areas, garden spaces, the Buildings, structures to be built on segment-1 and/or the internal/ access roads/ access to any such Buildings, structures and/or the gates, as the exigencies of the situation and the circumstances may require and take such steps as may be necessary for the same and carry out construction work as contemplated in the aforesaid. The aforesaid rights of the Builders is an integral part of this Agreement for the sale of the said Premises to the Purchaser and the Purchaser shall not in any manner interfere with the said rights of the Builders and this consent shall be considered as the Purchaser's consent contemplated by Section 7(1)(i), (ii) of the said Act without any other consent or concurrence in future and this consent and confirmation shall be an irrevocable no objection (NOC) consent/ permission given by the Purchaser. However, in any event the total area of the said Premises shall not be reduced due to such amendments and/or alteration and the specifications, amenities, fixtures and fittings mentioned in the Second Schedule hereunder written shall not be down graded and the area of the said Premises to be sold to the Purchaser will be limited to the said Premises, unless otherwise stated in the Agreement. It is expressly agreed by the parties that the additional construction to be constructed by the Builders shall be the sole property of the Builders and that the Builders shall be entitled to allot and/or sell and transfer on ownership basis or otherwise in their own benefit the additional construction that may be constructed by them as per the Agreement. The Purchaser shall not claim any rebate or any other advantage from the Builders for the purposes aforesaid. The Purchaser hereby irrevocably confirms that the Builders may require from time to time, both prior to and after the possession of the said Premises has been given to the Purchaser and/or Conveyance/ transfer of title of segment-1, the said larger property so as to enable the Builders to complete the development of the said segment-1 smoothly and in the manner determined by the Builders. The Builders shall always be entitled to and are hereby authorised to sign declarations, undertakings, indemnities on behalf of the Purchaser as required by the State, Central Government or any Authority under them and/or Competent Authorities under any law concerning construction of Buildings and/or development of segment-1.



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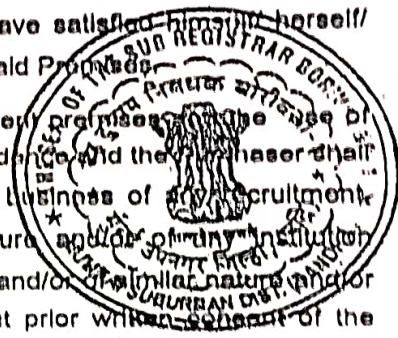
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The Builders have informed the Purchaser and the Purchaser is aware and hereby expressly agrees that the Builders propose and are entitled to develop segment-1 as a part of the said layout land by carrying out construction thereon of the said Palm Spring Buildings as at present envisaged as also all further and additional buildings in segment-1 in a phased manner to be determined by the Builders in their absolute discretion from time to time. The Purchaser hereby irrevocably agrees that the Purchaser shall not raise any objection or cause any hindrance in the said development and construction by the Builders whether on grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Premises or any other part of Building B or segment-1 is adversely affected or likely to be affected by such construction and shall not directly or indirectly do any thing to prevent the Builders to carry out construction activities on segment-1.

The Purchaser is aware that the Owner has filed a Suit in the Bombay High Court Inter-alia in respect of the said larger property against the Builders and the Attorneys referred to in the said Agreement dated 2<sup>nd</sup> January, 1995 which is pending. The Purchaser is also aware that a petition with regard to the administrator of the Estate of the Late Mr. Eduljee Framroze Dinshaw is pending in the High Court. The Purchaser declares that it has decided/ agreed for purchase of the said Premises after satisfying itself about the title of the said segment-1 and development thereof after due consideration of the issues aforesaid and knowing fully the implications thereof and shall not raise any requisitions on title hereafter. The Purchaser shall not be entitled to further investigate the title of the Owner and/or the said rights of the Builders and no requisitions or objections shall be raised by the Purchaser upon any matter relating thereto.

The flats in Building B shall contain fixtures, fittings and amenities as per particulars given in the Second Schedule hereunder written. The Purchaser has/have satisfied him/herself/ themselves/ itself about the specifications and amenities in the said Premises.

The Purchaser is aware that the said Premises is an independent premises and the use of the said Premises shall only be for the purpose of a private residence and the Purchaser shall not conduct and/or permit any other person/s to conduct the business of recruitment, placement services and/or real estate and/or of similar nature and/or of imparting any kind of training whether educational or otherwise and/or of a similar nature and/or nursing home, clinic etc. from or in the said Premises without prior written consent of the Builders. The Purchaser hereby agrees, confirms and covenants with the Builders that the Purchaser shall not change the user of the said Premises and/or make any additions and alterations (including structural alterations) and/or construct any additional structures, mezzanine floors whether temporary or permanent in the said Premises. Failure to comply with the provisions of this clause will render this Agreement liable to be terminated by the Builders.



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The Builders shall sell to the Purchaser and the Purchaser shall acquire from the Builders, the said Premises viz, a constructed flat being Flat No.406 on the 4<sup>th</sup> floor of Building B as shown hatched red on the floor plan thereof hereto annexed and marked Annexure 'B' and having a carpet area of 410 square feet (38.65 square metres) inclusive of the area of the balconies therein for the price and on the terms and conditions contained herein.

The common areas and facilities and the limited common areas and facilities for Building B/ the said Premises, the percentage of the undivided interest of the said Premises in the common areas and facilities of Building B and the percentage of the undivided interest of the

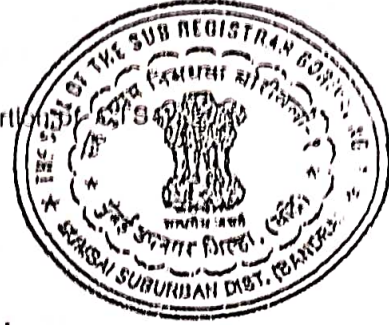
making any payment due and payable under this Agreement and/or to refrain from complying with his/her/their/its obligations under this Agreement. It is within the contemplation of the parties hereto that there can be more than one arbitration proceeding under the provisions of this clause. The Arbitration/Conciliation shall be held at Mumbai and shall be subject to the sole jurisdiction of civil courts at Mumbai.

This Agreement is the sole repository of the terms and conditions governing the sale of the said Premises to the Purchaser and overrides, supersedes, cancels all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Builders in any documents, brochures, hoardings, newspapers, periodicals, etc. and/or through any other medium hereinbefore agreed upon between the Builders and the Purchaser which may in any manner be inconsistent with what is stated herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL that piece or parcel of the said land admeasuring approximate 8000 square metres or thereabouts designated as segment-1 being a portion of the said larger property bearing GTS No. 1406A/3/5 to 7 of Malad (South), Village Malad, Taluka Borivli, in the Registration Sub-district and District of Mumbai Suburban, within Brihan Mumbai and bounded as follows: that is to say on or towards:

- NORTH : By remaining portion of GTS NO. 1406A/3/5
- SOUTH : Partly by GTS No. 1406A/3/5 and partly by remaining portion of GTS No. 1406A/3/5 to 7
- EAST : By remaining portion of GTS No. 1406A/3/5 to 7
- WEST : By remaining portion of GTS No. 1406A/3/5 to 7



**THE SECOND SCHEDULE ABOVE REFERRED TO:**

1. Decorative entrance hall.
2. Ceramic/Granamite tiles flooring for hall, bedroom, kitchen and passage with 4" high skirting.
3. Ceramic Tile flooring in toilet.
4. Door height ceramic tiled dado in toilet.
5. Raised platform finished in granite with stainless steel sink in kitchen.
6. Concealed electrification with copper wiring.
7. Telephone and T.V. point in hall and one bedroom.
8. Concealed plumbing in Toilet with hot and cold water arrangement in tap and shower.
9. Aluminium windows.
10. OBD paint from inside of flat and cement paint to exterior.
11. Brass oxidized fittings to doors.
12. Two elevators.

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as the owner of the said premises; (c) this facility/amenity will be considered to be married to the ownership of the said premises to the end and intent that: (i) as and when the said premises are sold this facility/amenity shall be transferred to the purchaser/s, (ii) the Purchaser shall not be entitled to separate or segregate or retain for himself/herself/themselves/itself membership of the Club House & Swimming Pool and decline to transfer such amenity/facility along with the sale and transfer of the said premises;

12. The Purchaser shall not alter and/or enclose and/or change the user of the flower beds and planters on any ground whatsoever.

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

SIGNED AND DELIVERED )  
by the withinnamed Builders : )  
Palm Court Developers )  
a division of Ferani Hotels Private Limited )  
in the presence of G. P. L. AHOTA )  
AA )  
Permanent Account Number AAACF0693B )

for Palm Court Developers  
(A Division of Ferani Hotels Pvt. Ltd.)

Sandeep G. Raheja  
Director

SIGNED AND DELIVERED )  
by the withinnamed Owner : )  
Mr. Nusli Neville Wadia )  
through his Constituted Attorney )  
in the presence of Seema Ullhas Rane )  
S. U. Rane. )  
Permanent Account Number AAEPD8394A )

C. A. To Nusli Neville Wadia  
(as Administrator / Owner)

Sandeep G. Raheja  
Sandeep G. Raheja

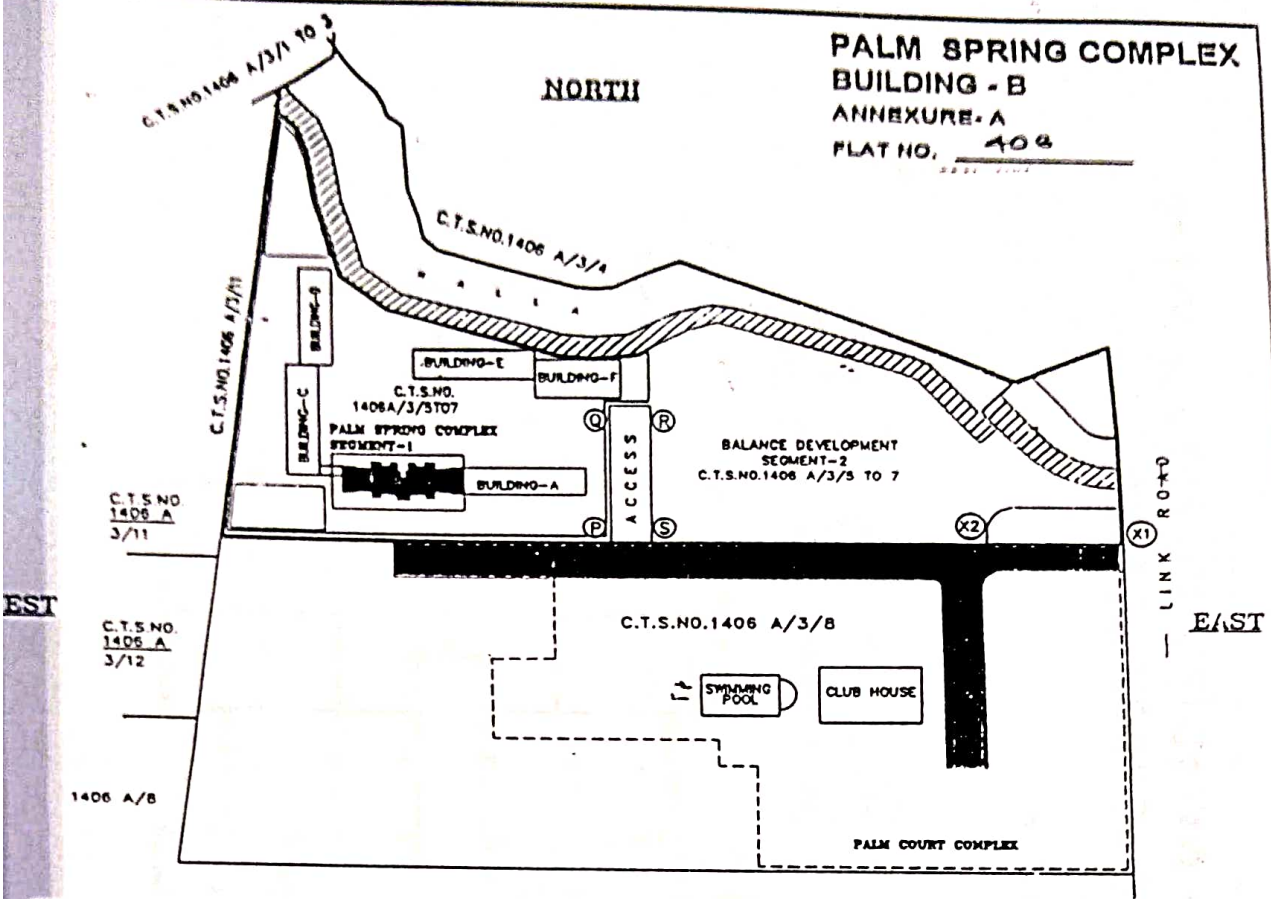
SIGNED AND DELIVERED )  
by the withinnamed Purchaser : )  
Mr. Rajesh Jagdish Goenka )  
Permanent Account Number AFBPG4052Q )  
Mrs. Deepa Rajesh Goenka )  
Permanent Account Number AFQPG7399H )  
in the presence of Mahesh Bhandarkar. )  
Mahesh )

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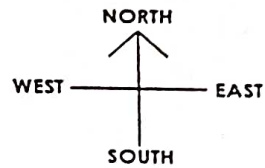
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**PALM SPRING COMPLEX  
BUILDING - B  
ANNEXURE - A  
FLAT NO. 404**



**BLOCK PLAN**

**SOUTH**



**NOTES:**

- BOUNDARY OF PLOT BEARING C.T.S.NO. 1406 A/3/5 TO 7 & C.T.S.NO. 1406 A/3/8 AT MALAD SHOWN VERGED BLACK.
- BOUNDARY OF PLOT BEARING C.T.S.NO. 1406 A/3/5 TO 7 AT MALAD SHOWN VERGED BLUE.

SEGMENT-1 BEING A PORTION OF LAND BEARING C.T.S.NO.1406 A/3/5 TO 7 OF MALAD ADMEASURES ABOUT 8000 SQ.MTS. VERGED RED KNOWN AS 'PALM SPRING COMPLEX'.

PORTION SHOWN VERGED DOTTED MADE KNOWN AS 'PALM COURT COMPLEX' DEVELOPED BY FERANI DEVELOPERS.

ACCESS ROAD (SUBJECT TO VARIATION) SHOWN BURNED SIENNA. THE SAID ACCESS ROAD WILL BE COMMON TO AND SERVE SUCH BUILDING SEGMENT-1/PROPERTY BEARING C.T.S.NO.1406 A/3/8 & C.T.S.NO.1406 A/3/5 TO 7 / ADJOINING LANDS.

BUILDING-B SHOWN SHADED RED.

ACCESS ROAD FOR MAINTENANCE SHOWN HATCHED GRAY.

ANCILLARY STRUCTURES ARE NOT SHOWN.

LOCATION OF SWIMMING POOL & CLUB HOUSE AS SHOWN ON THE PLAN DEVELOPED BY FERANI DEVELOPERS.

LOCATIONS OF RECREATIONAL SPACES SHOWN VERGED GREEN IN SEGMENT-1

THE LAYOUT OF SEGMENT-1 IS SUBJECT TO CHANGE AS MAY BE REQUIRED BY THE BUILDERS.

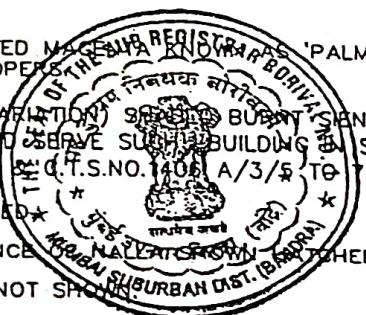
THERE WILL BE NO COMPOUND WALL BETWEEN POINTS (X1) & (X2)

ACCESS MARKED P,Q,R,S IS TO SERVE ALL BUILDINGS IN SEGMENT-1

**BUILDINGS A,B,C,D,E&F IN SEGMENT-1  
BEING PORTION OF LAND BEARING C.T.S.NO.  
1406 A/3/5 TO 7 OF MALAD (SOUTH), VILLAGE MALAD.**

**for Palm Court Developers  
(A Division of Ferani Hotels Pvt. Ltd.)**

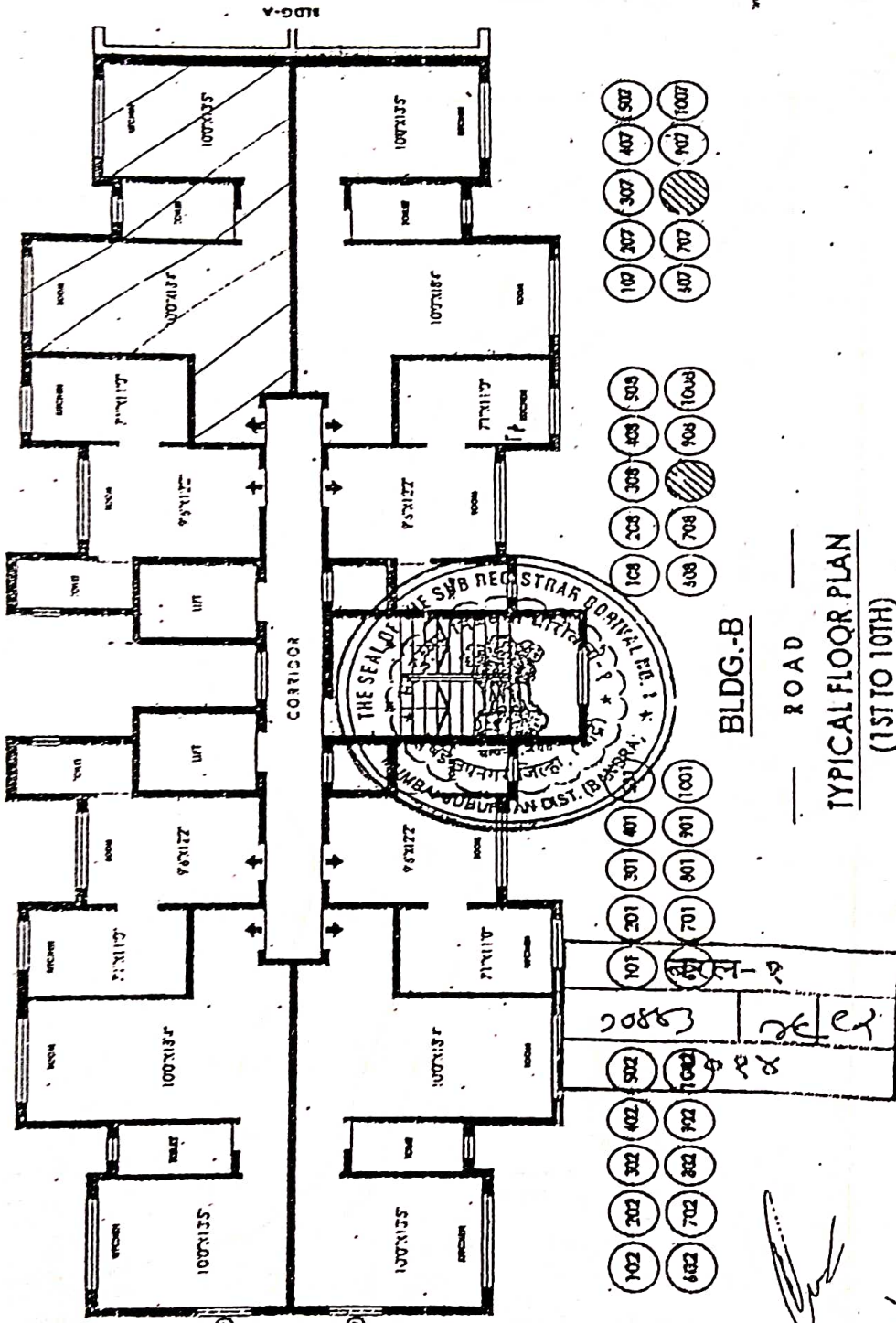
*A. S. Raheja*  
Director



बदल-२  
१९५३  
२००४  
C.A. To Nusli Neville Wadia  
(as Administrator / Owner)

*A. S. Raheja*  
Sandeep G. Raheja

- (403)
- (703)
- (803)
- (903)
- (1003)
- (404)
- (704)
- (804)
- (904)
- (1004)
- (405)
- (705)
- (905)
- (1005)
- (406)
- (706)
- (906)
- (1006)



C. A. To Nusli Neville Wadia  
(as Administrator (Owner))

*Sandeep G. Raheja*  
Sandeep G. Raheja

for Palm Court Developers  
(A Division of Ferani Hotels Pvt. Ltd.)

*Amal...*  
Director

**BUILDING-B IN SEGMENT-1 BEING PORTION OF LAND  
BEARING C.T.S.NO.1406 A/3/5 TO 7 OF MALAD (SOUTH), VILLAGE MALAD.**

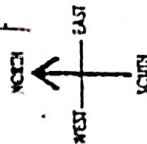
WEST

for Palm Court Developers  
(A division of Ferani Hotels Pvt. Ltd.)

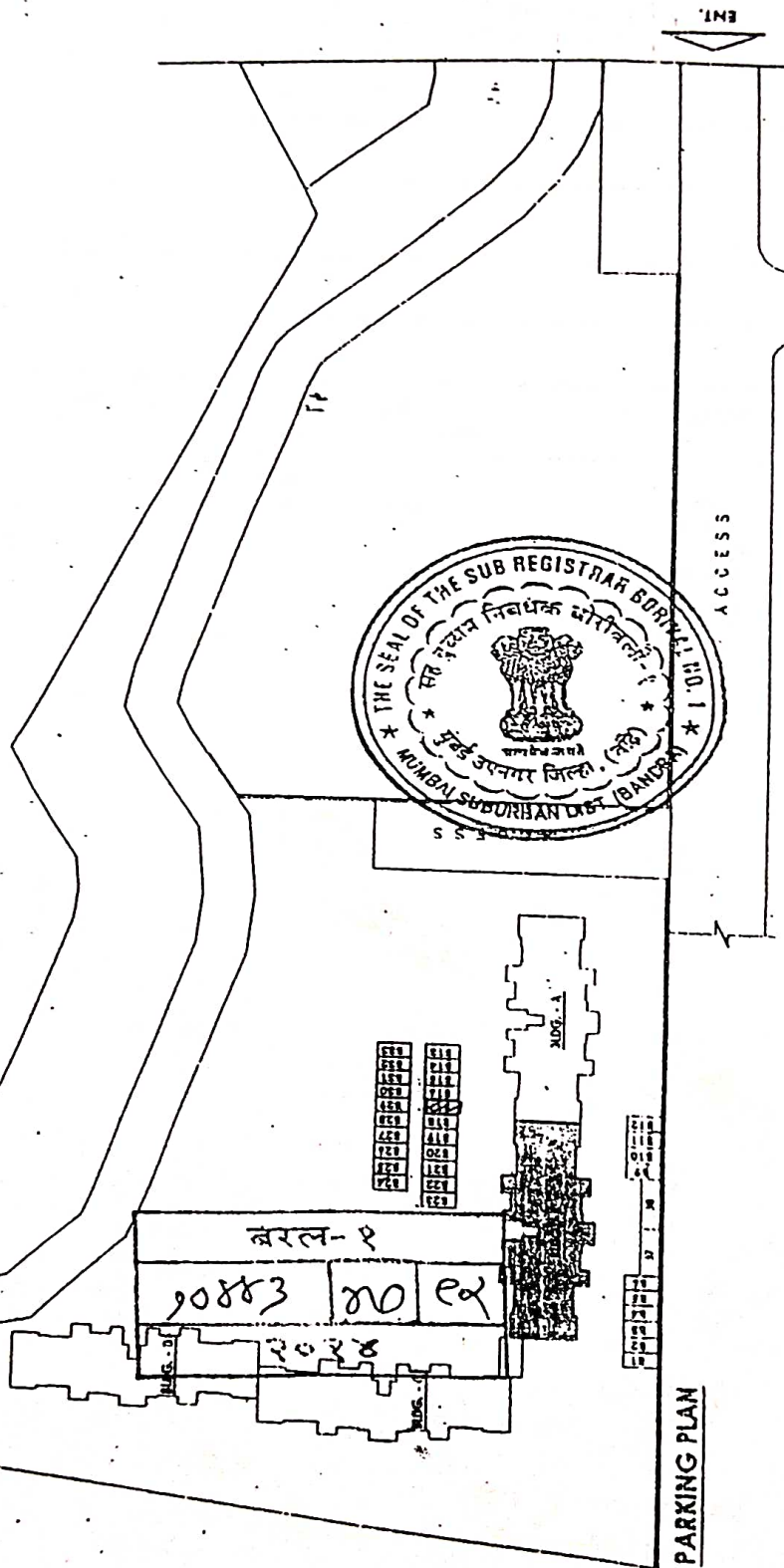
C. A. To Nusli Neville Wadia  
(as Administrator/Owner)

*Sandeep O. Raheja*  
Director

*Sandeep O. Raheja*  
Sandeep O. Raheja



ROAD LINK



LAY-OUT SHOWING AREAS FOR PARKING FOR BUILDING-B IN SEGMENT-1 BEING PORTION  
OF LAND BEARING C.T.S.NO.1406 A/3/5 TO 7 OF MALAD (SOUTH), VILLAGE MALAD.

Ex. Eng. Bldg. Prop. (W.S.) P & R. Wards  
 Or. Babasaheb Ambedkar Market Bldg.  
 BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1960 (FORM "A")  
 NO. CHE/7491 /BP (WS) /AP /AR

**COMMENCEMENT CERTIFICATE**

17 MAR 1998

To, M/S. ECHANT HOTELS LTD.  
 OWNER

Sir,

With reference to your application No. \_\_\_\_\_ dated \_\_\_\_\_ for Development Permission and grant of Commencement Certificate under section 45 & 80 of the Maharashtra Regional and Town Planning Act 1960, 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 Bldg. No. 2 (Residential)

C.T.S. No. 1405 A / 3/4 to 7 G. No. 504 (Ft)  
 at premises at Street Off Relief Road  
 Village NALAD Plot No. \_\_\_\_\_  
 situated at NALAD (W) Ward P/N

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 & Town Planning Act, 1960.

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 the said Act is not carried out or the use thereof is not accordance with the sanctioned plan.
  - b) Any of the conditions subject to which the same is granted or imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
7. The Municipal Commissioner of Greater Mumbai is satisfied that the same has been obtained by the applicant through fraud or misrepresentation and the application and the same has been granted through or under him in such an event shall be deemed to have been granted in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1960.

The condition 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.

This Municipal Commissioner has appointed Shri. S. N. Mujumdar Assistant Engineer to exercise his powers and functions under section 45 of the said Act.

This C.C. is restricted for work upto Stilt slab level

बल-२	
of the Planning	५६६
२०१४	

For and on behalf of Local Authority  
 Brihanmumbai Mahanagarpalika

*[Signature]*  
 18/3/98  
 Asst. Engineer, Building Proposal (West. Sub.)  
 P & R Wards  
 FOR

MUNICIPAL COMMISSIONER FOR-GREATER MUMBAI

8) This c.c. is further issued for entire work for wing A. still + 15. of wing B. still + 15 floors as per approved plan dt. 02.03.98

17 JUN 1998

*[Signature]*  
A.E.B.P.P.

9) This c.c. is now re-endorsed for the entire work i.e. wing 'A' & 'B' - still + 15 as per approved amended plan dt. 1/11/00

18 DEC 2001

*[Signature]*  
A.E.B.P.P.

10) This c.c. is now further re-endorsed for the entire work i.e. wing 'A' & 'B' - still + 12, wing 'C' & wing 'D' - still + 1 upper floors as per approved amended plan dated 16/04/2002

29 JUN 2002

*[Signature]*  
A.E.B.P.P.

11) This c.c. is now further re-endorsed for the entire work i.e. for wing - 'A' & 'B' comprising of upper floors and wing - 'C' & 'D' comprising of 2 upper floors and still + 1 upper floors as per the approved amended plans dated 16/09/2003

23 JUL 2003

*[Signature]*  
A.E.B.P.P.

This c.c. is now further re-endorsed for entire work i.e. for wing 'A' & wing 'B' comprising of still + 1 upper floor each and for wing 'C' & wing 'D' comprising of still + 15 upper floors each as per approved amended plans dated 16/09/2003

19 SEP 2003



2008	3	40	09
2008			

13) This c.c. is now valid and further re-endorsed for the entire work i.e. Building A & B - Stilt + one upper floor each and Building C & D - Stilt + Fifteen upper floors each as per approved amended plans dated 18/01/2005

11 9 JAN 2005

*[Signature]*  
AEBP (P)

14) This c.c. is now valid and further extended for the entire work i.e. Building A - Stilt + two upper floors and buildings B, C & D - Stilt + Fifteen upper floors each as per approved amended plans dated 21/06/2005

23 JUN 2005

*[Signature]*  
AEBP (P)

15) This c.c. is now valid and further extended for the entire work i.e. buildings A, C & D - Stilt + Fifteen upper floors each and building 'B' - Stilt + two upper floors as per approved amended plans dated 13/07/2005

11 5 JUL 2005



16) This c.c. is now further for entire work i.e. Bldgs A, upper floors and Bldg B - Stilt + 7<sup>th</sup> + 8<sup>th</sup> (PT) upper floors as per approved amended plans dated 05/01/2006

5 JAN 2006

बजट-२		
AEBP (P)	0883	4C ER
२००४		

17) This c.c. is now further extended & re-endorsed for entire work for building 'B' i.e. Stilt + 10 + 11 (PT) upper floors as per approved amended plans dated 21-3-2007.

23 MAR 2007

*[Signature]*  
Executive Engineer,  
Bldg. Proposal (W.S.) P & K/W Ward.

गावाचे नाव : मालाड

- (1) विलेखाचा प्रकार
- (2) मोबदला
- (3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते तमुद करावे)
- (4) मू-मापन, गोटहिन्मा व परक्रमांक (अमल्यास)
- (5) क्षेत्रफळ
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

काररनामा  
 रु.8,564,000/-  
 रु.5,858,000/-

1408A/3/5 to 7, पालिकेचे गाव: मुंबई श.न.पा. इतर वर्णन : सवतिका नं: 408, माळा नं: 4, इमार्तीचे गाव: भीखीग-बी, पाम विंग, ब्लॉक नं: मालाड पश्चीम, रीड नं: सिका रीड, इतर श.हिती: सीमात कार पार्किंग-पी0017, सवणीचे क्षेत्रफळ 38.85 चौ.मी. कारपेट, 38.85 चौ.मीटर

दस्तावेज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता.

1) नाव:- पाम कोर्ट डेवेलपर्स डिविजन ऑफ फेरामी हीटेक प्राईवेट लीमिटेड तर्फे संकालक श्री संदीप जी. रंहेजा तर्फे श्री गोपाळ ए. पूर्णवंशी ; वय: 48;  
 पत्ता :- प्लॉट नं: -, माळा नं: 5, इमार्तीचे गाव: मंग्रुवराज हाऊस-बी, ब्लॉक नं: 023, वार पश्चीम, रीड नं: सीपीग 1- महाराष्ट्र, मुंबई,  
 पिन कोड:- 400052  
 पॅन नंबर: AAACF0893B

2) नाव:- मिसस रंहेजा जगदीश आशिमी तर्फे श्री संदीप जी. रंहेजा तर्फे मुक्तिपार श्री गोपाळ ए. पूर्णवंशी ; वय: 48;  
 पत्ता :- प्लॉट नं: -, माळा नं: 5, इमार्तीचे गाव: मंग्रुवराज हाऊस-बी, ब्लॉक नं: 023, वार पश्चीम, रीड नं: सीपीग 1- महाराष्ट्र, मुंबई,  
 पिन कोड:- 400052  
 पॅन नंबर: AAEPD8394A

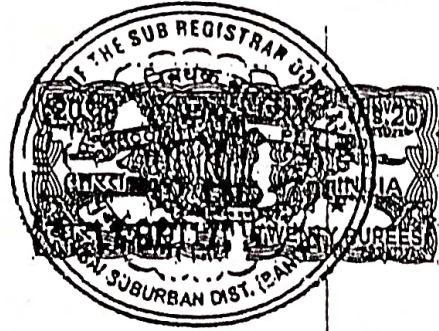
दस्तावेज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता

1) नाव:- श्री राजेश जगदीश गोयन्का ; वय: 48;  
 पत्ता:- पी-1203, आहूबी टावर, वसंत वेंती, मालाड पूर्व, -, मालाड ईस्ट, MAHARASHTRA, MUMBAI, Non-Government.  
 पिन कोड:- 400097;  
 पॅन नं:- AFBPG4052Q;

2) नाव:- मिसस दीपा राजेश गोयन्का ; वय: 44;  
 पत्ता:- प्लॉट नं: बी-1203, माळा नं: -, इमार्तीचे गाव: आहूबी टावर, ब्लॉक नं: वसंत वेंती, मालाड पूर्व, रीड नं: -, मुंबई;  
 पिन कोड:- 400097;  
 पॅन नं:- AFQPG7399H;

- दस्तावेज करून दिल्याचा दिनांक  
 दस्त नोंदणी केल्याचा दिनांक  
 अनुक्रमांक, खंड व पृष्ठ  
 बाजारभावाप्रमाणे मुद्रांक शुल्क  
 बाजारभावाप्रमाणे नोंदणी शुल्क  
 शेर

10/11/2014  
 19/11/2014  
 10443/2014  
 रु.428,400/-  
 रु.30,000/-



खरी प्रत  
 नोंदणी  
 सह. मुख्य निबंधक, वारावली-६  
 पत्र - पत्रावर जवहा.

कामाची विचारात घेतलेला तपशील:-

शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.