

Bharti Upendra patnis

⑨

64601581751

" ORCHARD ROAD MALL WING B"

BRL-1/3695/13

26.86  
-----  
2181681



ROYAL PALMS

E S T A T E

ROYAL PALMS (INDIA) PVT.LTD.

UNIT NO.26, SURVEY NO.169,

AARMY MILK COLONY, GOREGAON (E),

MUMBAI - 400 002

AGREEMENT FOR SALE

BETWEEN

ROYAL PALMS (INDIA) PVT LTD

AND

---

UNIVERSAL LEGAL

5<sup>TH</sup> FLOOR KIMATRAI BUILDING  
77/79 MAHARISHI KARVE ROAD  
MUMBAI- 400 002

Tel: +91 22 2203 4293-95

Fax: +91 22 2203 9845

E-mail: [contactus@universallegal.firm.in](mailto:contactus@universallegal.firm.in)



पावती

Original/Duplicate

Saturday, April 20, 2013

नोंदणी क्रं. :39म

11:04 AM

Regn.:39M

पावती क्रं.: 4184 दिनांक: 20/04/2013

गावाचे नाव: मरोशी

दस्तऐवजाचा अनुक्रमांक: बरल-१ -3695-2013

दस्तऐवजाचा प्रकार : अभिहस्तांतरणपत्र

सादर करणाऱ्याचे नाव: भारती उपेंद्र पोतनीस

नोंदणी फी रु. 21850.00

दस्त हाताळणी फी रु. 920.00

पृष्ठांची संख्या: 46

एकूण: रु. 22770.00

आपणास मूळ दस्त ,थंबनेल प्रिंट व सीडी अंदाजे 11:30 AM ह्या वेळेस मिळेल.

दु.निबधक बोरीवली 1

बाजार मूल्य: रु.2182000 /-

मोबदला: रु.1950500/-

भरलेले मुद्रांक शुल्क : रु. 109100/-

सह दुय्यम निबंधक बोरीवली - १,  
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.21850/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 046751 दिनांक: 16/04/2013

बँकेचे नाव व पत्ता: Bank of India

2) देयकाचा प्रकार: By Cash रक्कम: रु 920/-

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON ..... 20-4-13

B. U. Potnis



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन 2013

1. दरताचा प्रकार :- करारनामा अनुच्छेद क्रमांक 25(b)
2. सादरकर्त्याचे नाव :- आरती पोतनिस
3. तालुका :- मुंबई / अंधेरी / चोरीवली / कुर्ला
4. गावाचे नाव :- अशेशी
5. नगरभुनापन क्रमांक/सर्व्हे क्र./अंतिम भूखंड क्रमांक :- 9820/31
6. मूल्य दरविभाग (झोन) :- 48/248 उपविभाग
7. गिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ. मी. दर :- ₹ 19200/-
8. दस्तात नमुद केलेल्या गिळकतीचे क्षेत्रफळ :- 28.00 कार्पेट / विल्ट अप चौ. मीटर / फूट
9. कारपार्किंग :- — गच्ची :- — पोटमाळा :- — पॉ. श्री. बाधीन
10. मजला क्रमांक :- 3 उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- 2011 घसारा :- —
12. बांधकामांचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सूचना क्र. :- — ज्यान्वये दिलेली घट / वाढ
14. भाडेकरू व्याप्त गिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :-  
2. नवीन इमारतीत दिलेले क्षेत्र :-  
3. भाड्याची रक्कम :-
15. लिख अॅन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-  
निवासी/अनिवासी 2. अनामंत रक्कम / आगावू भाडे :-  
3. कालावधी :-
16. निर्धारित केलेले बाजारमूल्य :- 27.62,000/-
17. दरनामध्ये दर्शविलेली मोवदला :- ₹ 29,40,000/-
18. देय मुद्रांक शुल्क :- ₹ 102,500/- भरलेले मुद्रांक शुल्क :- ₹ 102,500/-
19. देय नोंदणी फी :- 29,450/-



बरल - १/	
3884	9
२०१३	

—  
लिपिक

—  
सह दुय्यम निबंधक



5809

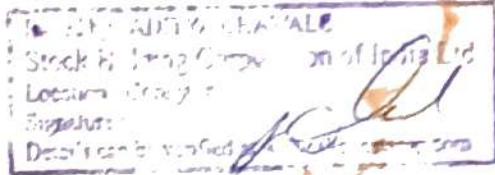
बरल - १/	
३६६५	५
२०१३	



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Maharashtra

## e-Stamp



Certificate No. : IN-MH18267349053397L  
 Certificate Issued Date : 17-Apr-2013 10:48 AM  
 Account Reference : SHCIL (FI)/ mhshcil01/ GOREGAON/ MH-MSU  
 Unique Doc. Reference : SUBIN-MHMHSHCIL0119219158250997L  
 Purchased by : BHARTI UPENDRA POTNIS  
 Description of Document : Article 25(b)to(d) Conveyance  
 Property Description : OFFICE-453,3RD FLR,ORCHARD RD,MALL,WING B,SURVEY-169(PT),AAREY COLONY,GOREGAON-E,MUM-65.  
 Consideration Price (Rs.) : 19,50,500  
 (Nineteen Lakh Fifty Thousand Five Hundred only)  
 First Party : MS ROYAL PALMS I PVT LTD  
 Second Party : BHARTI UPENDRA POTNIS  
 Stamp Duty Paid By : BHARTI UPENDRA POTNIS  
 Stamp Duty Amount(Rs.) : 1,09,100  
 (One Lakh Nine Thousand One Hundred only)



Please write or type below this line.....

Agreement for sale Date - 17/4/13

B.O. Potnis

बरल - १/	
३६९५	३
२०१३	

ZK 0002333501

### Statutory Alert:

- The authenticity of the Stamp Certificate can be verified at Authorized Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
- The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

## Warning

"The contents of this certificate can be verified and authenticated by any members of the public at [www.shcilestamp.com](http://www.shcilestamp.com) or at any National collection centre displayed at [www.shcilestamp.com](http://www.shcilestamp.com) free of charge.

"Any alteration or tampering with the security features of this certificate renders it invalid. Use of any other security features could constitute a criminal offence.

"This document contains security features like coloured paper, Lacey Geometric patterns and Subtle Logo images, ornamental design borders, Anti-copy text, the appearance of artificial watermarks and other Overt and Covert features.



बरल १/	
३६६५	४
२०१३	



SHCIL E-Stamping		Receipt		(To be filled in by the client)	
Stamp Duty Purchased By	BHARTI POTNIS	Stamp Duty Paid By	2nd Party		
Stamp Duty Amount	₹ 109100/-	Type of Payment	<input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> CASH ON BANK <input type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT <input type="checkbox"/> RTGS <input type="checkbox"/> Account to Account Transfer		
Cheque/ DD/ PO/ UTR/ REF/Account No.	04675	Date:	16/04/2013		
Bank Name	BANK OF INDIA	Branch Name			
Counter Signature with Seal					

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 17<sup>th</sup> day of April in the Christian Year Two Thousand and Thirteen 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 successors or successors) of the One Part

बरल - १/	
3004	4
२०१३	

AND

MR./MRS./M/S Bharti Upendra Potnis having his/her/their address B-36, Wing B, 202, Gokuldham, Goregaon (E) Mumbai - 400063 hereinafter referred to as "Purchaser/s" (which expression shall unless it be repugnant, to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators and permitted assigns) of the Other Part.

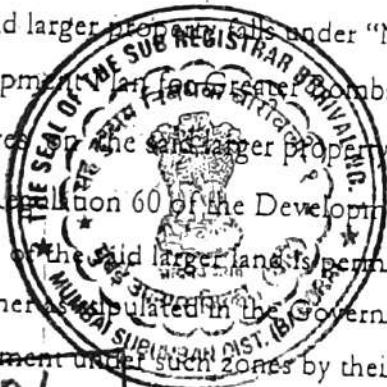
B.V. Potnis



RECITAL

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; 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 Control Regulation, 1961, 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 regulated in the Government of Maharashtra guidelines for development under such zones by their letter Nos. DCR/2218/UD11 dated 10<sup>th</sup> October 1994;
- E) Under the aforesaid regulation 60 of the Development Control Regulation as modified by a notification dated 17<sup>th</sup> February 2000 issued by the Government of Maharashtra, Development of Information Technology Establishment (pertaining to software only) with residential development is allowed, subject to certain conditions set out in the said notification dated 17<sup>th</sup> February 2000 and as such the Owners are desirous of developing a part of the said larger property for construction of



बल - १/	
October 1994	
3884	2

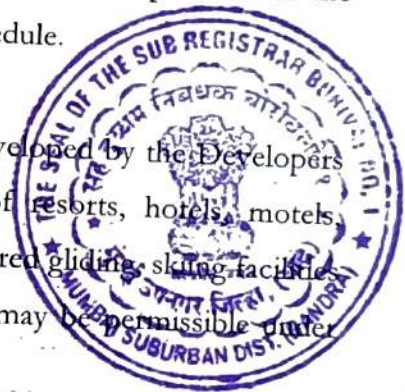
B. V. Patni

*[Handwritten signature]*

*[Handwritten signature]*

I.T.E. Offices in the form of a building to be known as "ORCHARD ROAD MALL WING- B" by utilization of F.S.I. available for such development under the aforesaid Development Control Regulation, 1991;

- F) Various parties filed various Suits in the High Court of Judicature at Bombay against the Owners being Suit Numbers 1186 of 2007; 1194 of 2007; 1199 of 2007; 1258 of 2007; 1259 of 2007; 1267 of 2007; 1268 of 2007; 1269 of 2007; 1314 of 2007; 1316 of 2007; 1317 of 2007; 1318 of 2007; 1637 of 2007; 1638 of 2007; 1686 of 2007; 1688 of 2007; 1724 of 2007; 1725 of 2007; 1740 of 2007 & 1741 of 2007 (hereinafter referred to as the "said suits"). Under a common order dated January 13, 2009 in the said suits disposing of various appeals and notice of motions, the Hon'ble Bombay High Court, through His Lordship Justice D.K. Deshmukh and Justice AA Sayed stated that there will be no ad - interim order in relation to the said larger property where construction is already started, however, the construction on the said larger property shall be subject to the result of the suit. There is no restraining order on the construction on the said larger property and the Owners can construct on the said larger property. The abovementioned order is only applicable on the portion of land of Proposed I.T.E. Offices (hereinafter referred to as the "said suits property") which is a part of the said larger property and inclusive of the said property referred to in the Second Schedule however is not applicable on the other portions of the said larger property mentioned hereunder in the First Schedule.
- G) Other parts of the said larger property are likely to be developed by the Developers 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;
- H) Part of the said larger property on which the said building known as "ORCHARD ROAD MALL WING-B" is 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"
- I) 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 / 8640 / BP (WS) / AP Dated 6<sup>th</sup> September 2005 and its Commencement Certificate dated 21-04-2006;
- J) The Owners being desirous of the Development of the said property have appointed M/s. Mistri Associates as their Architect having their office at 278, Tardeo Road,



बरल - १/	
384	0
Bearing No.	
२०१३	

B.V. Patnis

Paul state, Opp Bhatia Hospital, Mumbai - 400 007 for the necessary building plan approvals and completions required for the development of the said property;

- K) The Owners are entitled to sell the Office/Shop units /parking spaces under subts. car parking spaces/basement in the said building is constructed by the Owners on the said property and to enter into agreements with the Purchaser/s in respect of the said premises and to receive the sale price in respect thereof from time to time;
- L) 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;
- M) 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;
- N) 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;
- O) 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 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 there under.
- P) 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;

बरल - १/
Q) 3824 14 June 2010
रफ़्तारी अदमेासुरिंग 22.39 sqmts. Carpet Area (approx. 241 sq. ft)

At the request of the Purchaser the Owners had by a letter of allotment dated 14 June 2010 allotted/agreed to sell him/her/them Office/Shop No. 653 on 3<sup>rd</sup> floor measuring 22.39 sqmts. Carpet Area (approx. 241 sq. ft) in building to be known as "ORCHARD ROAD MALL WING -B" is to be constructed on the said property (hereinafter referred to as "the said premises");

B. V. Patnis

- R) Considering the request and declaration, the Owners have agreed to sell to the Purchaser/s the said Office/Shop for the consideration of Rs. 19,50,500/- (Rupees Nineteen Lakh Fifty Thousand only) and on the terms and conditions hereinafter appearing: Five Hundred only
- S) The copy of Certificate of Report on title in respect of the said property dated 21<sup>st</sup> October, 2009 issued by the Advocates and Solicitors of the Owners, M/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;
- T) Prior to the execution of these presents the Purchaser/s has paid to the Owners a sum of Rs. 19,50,500/- Rupees Nineteen Lakh Fifty Thousand Five Hundred 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 pay to the Owners the balance of the sale price in the manner set out hereinafter in this agreement;
- U) The Owners are, as required, executing this agreement for sale of the said premises, being these presents.



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

- The Owners shall construct a building consisting of ground and Four 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 them or any of them which the Purchaser/s hereby irrevocably and expressly authorise/s the Owners to take such changes/modification however such change / modification shall not adversely affect the said premises of such Purchaser/s PROVIDED THAT the Owners shall have to obtain prior consent in writing of the Purchaser/s of the said premises in respect

बुरल - १/	
3227	e
2023	

B.V. Patil

of such variations or modifications which may adversely affect the said premises of the Purchaser/s.

2 The Purchaser/s hereby agree/s to purchase from the Owners and the Owners hereby agree to sell to the Purchaser/s Office/Shop No 453 on 3<sup>rd</sup> Floor, admeasuring 22-39 sq. mts. Carpet Area (approx. 241 sq.ft.) in building to be known as "ORCHARD ROAD MALL WING-B" for the consideration of Rs. 19,50,500/-  
(Rupees Nineteen Lakh Fifty Thousand Five Hundred only only) which includes the proportionate price for proportionate common areas and facilities appurtenant to the said Office/Shop. 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>19,50,500/-</u> /- (Rupees <u>Nineteen Lakh Fifty Thousand and five Hundred Only</u> )	(a) on or before the date of execution hereof, the payment and receipt whereof the owners do hereby admit and acknowledge.
Rs <u>/</u> /- (Rupees <u>Only</u> )	on or before completion of the foundation
Rs <u>/</u> /- (Rupees <u>Only</u> )	on or before commencement of RCC Structure.
Rs <u>/</u> /- (Rupees <u>Only</u> )	on or before commencement of Brick Work
Rs <u>/</u> /- (Rupees <u>Only</u> )	on or before possession of the said Office/Shop unit.



बरत - १/  
3324 20  
2023

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. 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

*B. V. Patil*

and sell the Office/Shop on the said property and have accepted the same and shall not be entitled to any further investigation thereof.

5. 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 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.

6. 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.

7. 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.

8. It is confirmed that the Owners have made full and true disclosure of the nature of the Owner's title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable 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.



बरल - १/
3504/29
2013

B. V. Patnis

9. The Purchaser/s agree/s to pay to the Owners interest at 9% 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.
10. 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 be entitled at their option, to terminate this agreement PROVIDED ALWAYS that the Power of termination hereinbefore contained shall not be exercised by the Owners unless and until the Owners shall have given 15 (fifteen) days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and defaults shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving such notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid the Owners shall refund the Purchaser/s the 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 and refund of the aforesaid amount by the Owners, the Owners shall be at liberty to dispose and sell the said premises to such person and at such price as the Owners may in their absolute discretion think fit.

11. The standard fixtures, fittings and amenities to be provided by the Owners in the said building and the said Office/Shop premises are those that are set out in Annexure "E" hereto.

12. The Owners shall handover possession / occupation of the said premises to the Purchaser/s on or before 15th day of Immediately provided that the Purchaser/s shall 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

बराबर	provisions/
3224/22	of section 8 of the said Maharashtra Ownership Flat 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
रिप्ले	simple interest at the rate of 9% per annum from the date of Owners received the

B.D. Patil

X

*[Handwritten signature]*

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 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 said premises 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 .

13. The Purchaser/s shall take possession of the said Office/Shop premises 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 6 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.

14. The Purchaser/s agree/s and undertake/s to use the said premises in consonance with Municipal Rules and Regulations and for no other purpose whatsoever.

15. The Purchaser/s shall at no time demand partition of his/her/their interest in the said property or building is constructed thereon, ~~being hereby agreed~~ and declared by the Purchaser/s that his/her/their interest in the said property and building is impartible 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.



16. 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 Society of all the Purchasers of Office/Shop unit in the said building is constructed on the said property and shall submit the said property in their own discretion either in the scheme laid down under the Maharashtra Ownership Flats Act or the Maharashtra Apartment Ownership Act, as the case may be.

बरल - १/	
३८५	२३
२०१३	

9  
 Petrus  
 M



17. 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 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 and/or Maharashtra Apartment Ownership Act.
18. After completion of the said building on the said property and receipt of consideration from all the unit 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 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 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 Society and/ or the condominium purchasing Office/Shop unit in the said building.
19. In the event of the Society and/or Incorporated body or condominium 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 unsold units and balance F.S.I. and its disposal thereof.
20. Even after the Owners execute a Deed of Lease or Conveyance 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 Office/Shop units shall continue to have a right to dispose of the remaining Office/Shop units premises 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 Society or Incorporated Body. The Office/Shop unit 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.



बरत - १/
3824 28
2013

B. V. Patni

R

21 Under a writing dated 3<sup>rd</sup> 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 Masol 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.

22. Commencing a week after the notice in writing is given by the Owners to the Purchaser/s that the said Office/Shop unit 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 Owners an amount of Rs 1 (Rupees One only) per sq. ft. of the built up area of their said premises (with 5% escalation every year) towards cost of expenses for the maintenance of the common amenities and facilities like security, lighting, roads, drainage sweepers charges for the larger property and other charges of the said property charges for approach road through land belonging to Aarey Milk Colony 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 the said purpose. It is agreed that the payment of the said maintenance charges does not extend the rights of the Office/Shop unit purchasers in such other areas of larger property. On formation of the Society or condominium such maintenance shall be payable to the society and/or condominium and a document of lease to be executed in their favour shall contain a clause to that effect. Regular payment of these maintenance charges shall also be the essential and fundamental condition of this contract and breach of the same shall entitle the Owners to terminate this Agreement.



बाल - 2/11
3504/94
3023

B.V. Patil

*[Handwritten signature]*

23. The Office Purchaser is aware that the Owners have appointed property manager Alfa Properties & Investment Private Limited for the purpose of maintenance of the building and the area appurtenant thereto Alfa Properties & Investment Private Limited shall maintain the unit @ Rs. 315 per sq. ft. of built up area per month (with 5% escalation per year). The Unit purchaser and the said Society shall continue the services of such contractors appointed by the Owner and the premises Purchaser shall be paying the said contractor his share of their fees and costs as per their bill on that behalf. It is clarified that the Deed of Lease and /or the declaration Deed of Apartments between the Owners and the Premises Co-operative society of Office/Shop unit purchasers shall contain a covenant in terms of this clause.

24. The Purchasers are aware that the Municipal Corporation is not going to provide water connection to the land as it is under no development zone and in view thereof the Owners have made provisions for supply of water by creating water reservoirs and shall be providing water. The Purchasers 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 would be slightly higher than normal water charges of the Municipal Corporation of Greater Bombay. Such charges shall be paid by the Purchasers 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. These charge will be payable by the society or condominium after its formation and execution of lease of the said property in their favour of the Deed of Lease to be executed by the Owners in favour of such society or condominium shall contain a covenant to this effect.

25. The Purchaser/s shall on or before delivery of possession of the said premises, keep deposited with the Owners the following amounts.

(i) Rs. 43,357/- (Rupees Forty Three Thousand Three Hundred Fifty Seven only) advance towards Maintenance fees and other outgoings for a period of 15 months, excluding taxes and arrears.

(ii) Rs. 10,000/- (Rupees Ten Thousand only) share money Society formation charges, legal charges.

बरल - १/	
(iii) 3884	Rs. 15,000/- (Rupees <u>Fifteen Thousand</u> Only) Proportionate Deposit towards Electric meter, water meter and Laisoning charges..
२०१३	



*[Handwritten signature]*

*B. V. Petnis*

*[Handwritten mark]*

(iv) Rs 10,000/- (Rupees Ten Thousand Only) towards Legal Charges for drafting of the agreement

The Owners shall maintain a separate account in respect of sums received by the Owners from the Purchaser/s advance or deposit sums received on account of share capital, society entrance fee for the formation of Co-operative Society or a Company or towards the outgoings, legal charges etc. and shall utilise the amounts only for the purpose for which they have been received.

26. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said property and the said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces, lobbies, passages, staircase, terraces, recreation space, etc. will remain the property of the Owners until the said property and the said building is transferred to the co-operative society/limited company or association of person or persons or condominium as the case may be hereinbefore mentioned.

27. Provided the Owners do not in any way affect or prejudice the rights hereby granted in favour of the Purchasers, the Developers shall be at liberty to sell, assign or otherwise deal with or dispose of all the said land hereditaments and premises and the building on which the Office/Shop units are constructed thereon or hereafter to be constructed.

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

29. The Purchaser/s or himself/herself/ themselves with intention to bind all persons into whosoever hands the said premises may come doth hereby covenant with the Owners as follows:-

(a) To maintain the said premises at the Purchaser/s Own cost in good tenable repair condition from the date of possession of the said premises is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passage, which the said premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws of M.C.G.M., and/or concerned local or any



बरल - १/
३२९/१०
२०१३

B. V. Petnis

14.13

other authority or change/alter to make addition in or to the said building in which the said premises is situated and the said premises itself or any part thereof.

(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or so heavy so as to damage the structure and/or construction of the said building in which the said premises is situated or storing of which goods are objected to by M.C.G.M. or the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage the structure and/or construction of the said building in which the said premises is situated and in case any damage is caused to the said building in which the said premises is situated or the said premises itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

(c) To carry out at his/her/their own cost, all internal repairs of the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Owners to the Purchaser/s and shall not do or suffer to be done anything in or to the said building in which the said premises is situated or do any act contrary to the rules and regulation and bye-laws of the M.C.G.M. and/or concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to M.C.G.M. and/or the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said premises or any part thereof or at any time make or cause to be made any addition or alteration of whatever nature or to the said premises or any part thereof nor any alteration in the elevation and outside colour Scheme of the said building in which the said premises is situated and shall keep the said premises, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the said building in which the said premises is situated and shall not chisel or in any other manner do damage to columns, beams, wall, slabs or RCC Partis or other structural members in the said premises and/or carry out any structural charges or renovation of the premises without the prior written permission of the Owners and/or the Society or limited Company.

बरल - १/	beam,
३६६५	premises and/or
२०१३	Society or limited Company.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance on the said land and the said building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the said building in which the said premises is situate.
- (g) To bear and pay increase in Non-Agricultural Taxes, Municipal Property, Assessment and such other local taxes, water charges, electricity charges insurance and such other levies if any which are imposed by M.C.G.M. and/or the concerned local authority and/or Government and/or other Public Authority or authorities.
- (h) The Purchasers shall regularly pay to the Owners or to the agency appointed by them proportionate costs, charges and expenses for the maintenance of the common amenities, facilities, security charges, maintenance of landscaping charges and rent for grant of access road from the main public road by the concerned authority in proportionate to the area of the said property and FSI allocation including the costs of maintenance of the internal approach road.
- (i) The Office/Shop unit Purchaser is <sup>to be aware that</sup> the owners are desirous of appointing a renowned firm of Property Managers for the purpose of maintenance of the building and the area appurtenant thereto. The Office/Shop unit Purchaser and the said Society shall continue to services of such contractors appointed by the owner and the Office/Shop unit purchaser shall be paying the said contractor his share of their fees and costs as per their bill in that behalf. It is clarified that the Deed of Lease between the Owners and the Co-operative Society of Office/Shop unit purchaser shall contain a covenant in terms of this clause.
- (j) The Purchasers shall not object to development of the remaining part of the said larger property by the Owners and/or cause any annoyance or nuisance or obstruction or interruption for such use.
- (k) The Purchaser/s shall not let, sub-let transfer, assign or part with Purchaser/s interest or benefit of this Agreement or part with possession of the said premises until all the dues payable by the Purchaser/s to the Owners under this Agreement including the monthly outgoings are fully paid up and



बल - १/
30/04/20
२०१३

B. V. Patnis

only if the Purchaser/s had not been guilty of breach of non observances of any of the terms and conditions of this agreement and until the said premises Purchaser/s has/have intimated in writing to the Owners and obtained the No Objection of the Owners in writing.

(l) The Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society of company or condominium may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and the performance of the building rules, regulations and bye-laws for the time being of the M.C.G.M. and/or concerned local authority and of Government and other public authority. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the various taxes, expenses and/or other outgoings in accordance with the terms of this agreement.

(m) The Purchaser/s shall insure and keep insured the said premises against any loss or damages caused by fire or any other calamities for the full value thereof.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said land and the said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces, lobbies, passages, staircase, terraces, recreation space, etc. will remain the property of the Developers until the said building is transferred to the Society separate society or limited Company as hereinbefore mentioned.

31. Any delay, toleration or indulgence shown by the Owners in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Owners shall not be construed as a waiver on the part of the Owners or any breach of non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice to the rights of the Owners.

बरल - १/	
32.	The facilities to be provided in the Office/Shop unit agreed to be purchased by the Purchaser in the said building will be as mentioned in this Agreement and the Schedules to this Agreement.
३०१३	

B. V. Patil

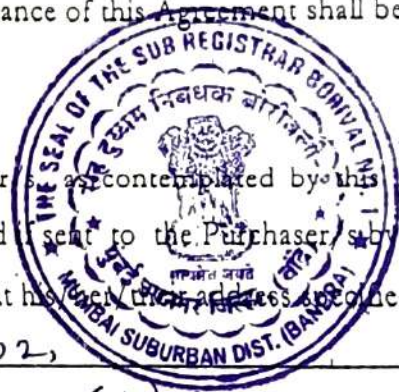
33. The Purchaser confirms that he has visited and has physically seen the site (and the said building) and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning Royal Palms Estate or the said building or the said Office/Shop unit.

34. This agreement supersedes all previous representations, understandings or agreements, oral or written between the parties with respect to the subject matter hereof, and this agreement together with the Schedules hereto (and the agreements and documents contemplated hereby) contains the entire understanding of the parties as to the subject matter hereof.

35. The Purchaser/s agree/s to present this Agreement in favour of the Co-operative Society or company as aforesaid to the proper registration Office/Shop 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.

36. 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 address as recorded below.:

B-36, Wing B, 202,  
Gokuldhams, Borivli (E)  
Mumbai - 400 063.



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

बरल - १/	
384	२९
२०१३	

B. V. Patil



(Description of the Larger Property)

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

A portion of a piece of land is constructed as per building builtup 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 hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

In respect of Common Areas, Limited Common Areas and Facilities:-

(A) Common areas and Facilities, unless otherwise provided in the Declaration of lawful amendments thereto means;

1. The foundation, columns, beams, supports, ducts, chajjas, corridors, walls, staircases, entrance, lobbies, canopies and exists of the said building.
2. The elevator/s of the building including the lift wells, the lift machine rooms, stairs leading to the lift machine rooms and entrances to the lift cabin.
3. The water supply and water tank and the overhead water tanks with all GI pipe fittings including Pump Room, Pumps and Switches and water meters. Electrical installations, including the wiring of the electric cabins meter and the meters of the Office/Shop unit Buyers. All other parts of the said property necessary or convenient to its existence maintenance and safety or normally in common use except the open car parking spaces allotted by the Owners.



बरल - १/	
३६५	१२
२०१३	

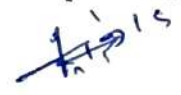
*[Handwritten signature]*

(B) Limited Common Areas and Facilities:-

1. Landing in front of the stairs on the floor on which the said Office/Shop unit is located and the space of corridor in front of the entrance to the lift as a means of access to the said Office/Shop unit but not for the purpose of storing or as a recreation area or for residence or for sleeping.
2. This landing is limited for the use of the purchaser of the said Office/Shop unit located on that particular floor and for visitors the visitors thereto, but is subject to means of access for reaching to the other floors available to its residents and visitors.
3. Those common areas and facilities or terraces reserved for use of certain Office/Shop unit to the exclusion of the other Office/Shop units.

SIGNED SEALED AND DELIVERED  
By the withinnamed Owners  
ROYAL PALMS (INDIA) PVT. LTD. formerly  
known as AMIR PARKS AND AMUSEMENT  
PRIVATE LIMITED

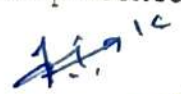
in the presence of.....

1. 
2. Asawant



SIGNED SEALED AND DELIVERED  
By the withinnamed Purchaser/s  
Mr./Mrs./M/s. Bharti Upendra Patnis

in the presence of.....

1. 
2. Asawant

B.U. Patnis



बरल - १/	
३६५	२३
२०१३	



B.U. Patnis



R E C E I P T

RECEIVED the sum of Rs. 19,50,500/- (Rupees  
Nineteen Lakh Fifty Thousand Five Hundred only)  
from the withinnamed Purchasers Shri/Smt./M/s  
Bharti Upendra Patnis  
by Cheque/Pay Slip/Demand Draft No. \_\_\_\_\_  
dated \_\_\_\_\_ drawn on \_\_\_\_\_ as earnest  
money/Deposit in terms of clause (2) of this Agreement pertaining to payment schedule.  
(This Agreement will come into force and will be valid only after the proceeds of the  
cheques/pay slip/ Demand Draft are credited to our account.

ROYAL PALMS (INDIA) PVT. LTD.

 (DIRECTOR)

WITNESSES:

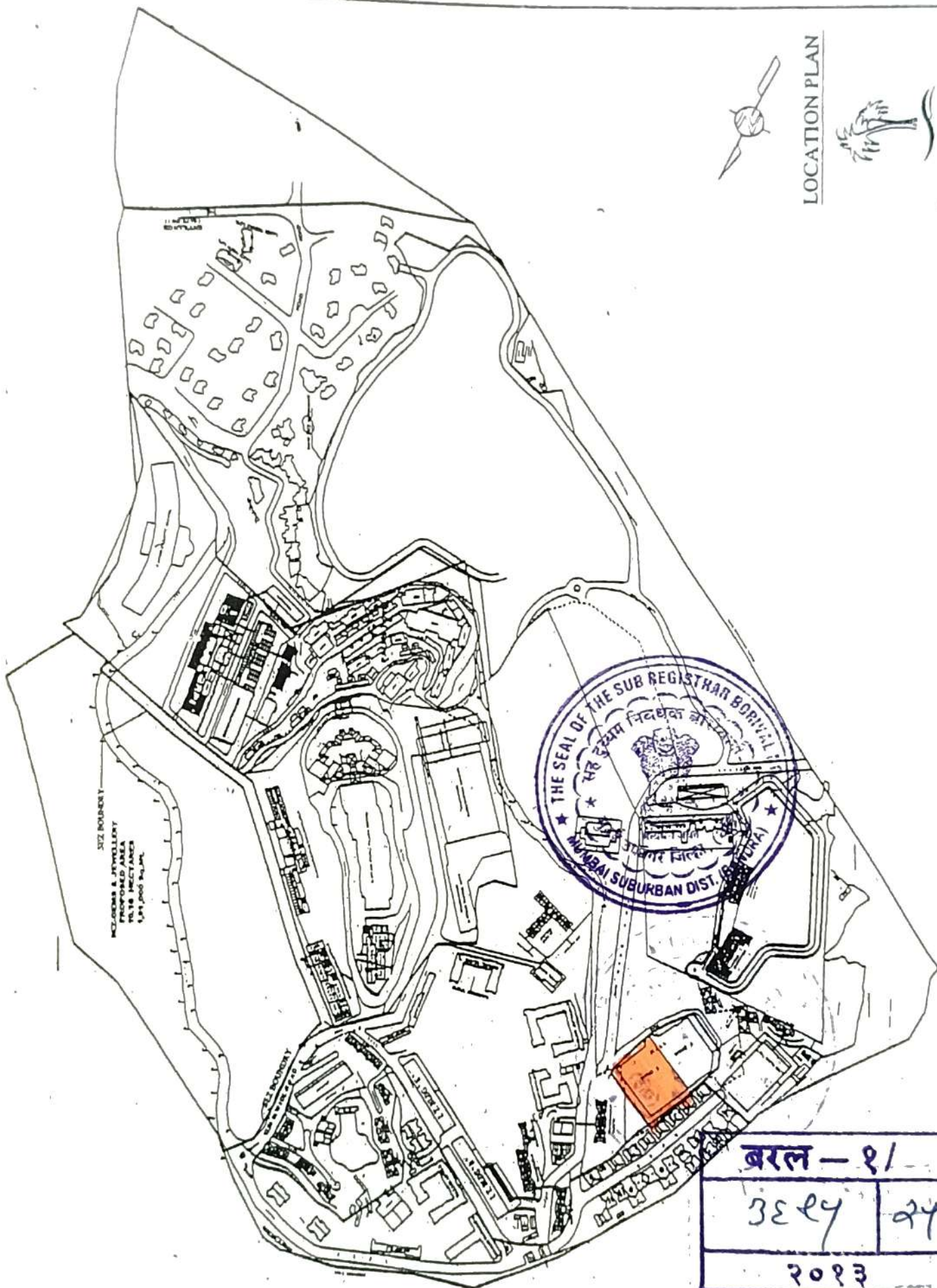
1. 
2. 



बरल - १/	
०६०५	०४
२०१३	

B. U. Patnis

ANNEXURE - A



LOCATION PLAN



ROYAL ENGINEERS

B.O. Patil

R

M



बाल - १/	
3884	25
२०१३	

ANNEXURE "B"



UNIVERSAL LEGAL  
ADVOCATES

5th Floor, Kimatrai Building, 77/79, Maharshi Karve Road, Mumbai 400 002.  
Board : +91 22 2203 4293 - 95 Fax : +91 22 2203 9845  
E-mail : contactus@universallegal.firm.in

TO WHOMSOEVER IT MAY CONCERN

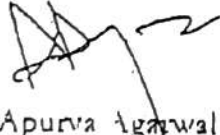
Upon the request and representations made by Royal Palms India Pvt Ltd, and based on the various documents shown and perused by us, we certify that the title of the property being all that piece or parcel of land, lying and being at Village Mazul Maroshi, Taluka, Andheri in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No.169(part), City Survey No.1627 (part) at Survey No 169 (Pt) and admeasuring about 240 Acres equivalent to 975272.50 sq. mtrs. or thereabouts ("said property") is in the name of 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 (Pt), CTS No. 1627, Aarey Milk Colony, Goregaon (E), Mumbai-400065.

The title of the said property is clear, marketable and free from all encumbrances. The said property is not a forest land.



Dated this 21<sup>st</sup> day of October, 2009.

For Universal Legal

  
Apurva Agarwal  
Partner



बरल - १/	
३८९	२५
२०१३	

B.U. Patnis  


UNIVERSAL LEGAL  
ADVOCATES

5th Floor, Kimatrai Building, 77/79, Maharshi Karve Road, Mumbai 400 002  
Board : +91 22 2203 4293 - 95 Fax : +91 22 2203 8845  
E-mail : contactus@universallegal.firm.in

TO WHOMSOEVER IT MAY CONCERN

Upon the request and representations made by Royal Palms (India) Pvt Ltd, and on the various documents shown and perused by us, we certify that the title of the property being all that piece or parcel of land, lying and being at Village Marol Matoshi, Andheri in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No.169(part), City Survey No.1627 (part) at Survey No 169 (part) and measuring about 240 Acres equivalent to 975272.50 sq. mttrs. or thereabouts (property") is in the name of 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. (Pt), CTS No. 1627, Aurey Milk Colony, Goregaon (E), Mumbai-400065.

The project being Crystal Isle I; Crystal Isle II; Crystal Isle III; Diamond Isle; Diamond Isle II; Diamond Isle III; Diamond Isle IV; Master Mind V; ORM; ORM B W; Palm Island I; Palm Island II; Palm Island III; Palm Island IV; Palm Island V; Palm Island VI; Palm island VII; Palm island VIII and Ruby Isle are situated in the said property and are not subject to any dispute whatsoever.

The title of the said property upon which the project is constructed is clear, marketable free from all encumbrances.

Dated this 28<sup>th</sup> day of June, 2010  
For Universal Legal

Apurva Agarwal  
Partner



बदल - १/	
३६६५	५८
२०१३	

B.V. Patil

O. R. M.



GROUND TO 4th FLOOR PLAN ORCHARD ROAD MALL\_WING\_B

बरल - १ / ३६५९ २६ २०१३



B.U Patnis



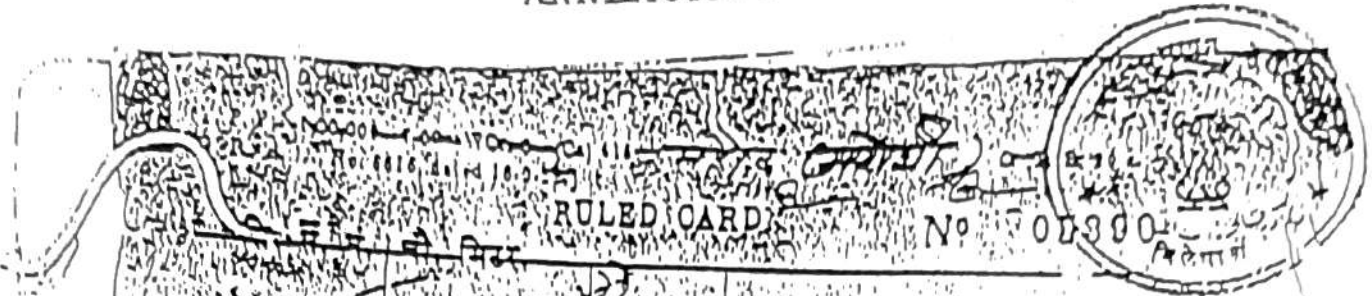




बरल - १/	
३२२५	३०
२०१३	

ANNEXURE "D"

2/10



RULED CARD No 07300

<p>१९७३५५०००</p> <p>(२०५५२-३)</p> <p>६०६९१-६</p> <p>२५०६०-०</p> <p>२५०३५-०</p>	<p>१९७३</p> <p>१९७३</p> <p>१९७३</p> <p>१९७३</p> <p>१९७३</p>
--	---



५।५।६५ मा. जिल्हाधिकारी, गुं. उ.  
 याचे कडील आदेश क्र. सी. १०००/६५  
 तसे शिल्लक वसूली १५०५६३२६: १५५। १।६५  
 आन्वये मि. प. र. दाखल अतः लेख १७०६६५२  
 पो. मि. र. र. करुणा तो १७७३५५००-००-००-००  
 अतो दाखल केचे

बरल - १।  
 ३६६५ ३)  
 २०१३

B. V. Patil



नगर अध्यापक - मरेठ, ता. १५/११/२०१३

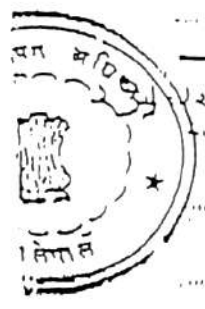
दे. न. पु. - २५,००० - १ - ८५ - हा. न. ५५ - (सीए) २०१  
 पा. ति. म. वि. क. ८११६ दि. ११-१-२६  
 मा. प. प. व. प. वि. क. २५१२२१५ दि. ५-१-१६.]

प. व. मा. ३ म. ३५५५५  
 C. T. S. 2 म.

**कोरी पत्रिका**

२८१११९९ मा. जिल्हाधिकारी, कुर्नाळ उपनगर, गिण्टा, म.  
 श्री. प. व. वि. क. ८११६ दि. ११-१-२६  
 / कलम १३८ / वस. आ. २१ / ८८ दि. ११-१-२६  
 २८१११९९ नुसार मोजे मरेठ (मरेठ रोड)  
 नं. १०० - १६५५ मानर परतेकेळे वारन ल हे  
 २५७, ५६० - ७ जे. सी. व्हे क्जी - ८२५७३९-२  
 जे. सी. (२२ एकर. २० गुंठे) वारन ल  
 के. के. न. नं. १०० - १६५५ चे तह तुरासत  
 के. के.

जे. सी. व्हे क्जी  
 नं. १०० - १६५५  
 नं. १०० - १६५५



२००० मा. उपनगरपालिका मोकणा वे।  
 इतरकः पातः पना ठे - ६६/२००० दि. ११/११/२०१३  
 विद्यार्थि मरेठ उपनगर जिल्हा मरेठ रोड  
 आप. - २ क / कलम १३८ / वस. आ. २१ / ८८ दि. ११-१-२६  
 अख्ये मा. जिल्हाधिकारी, कुर्नाळ उपनगर जिल्हा मरेठ रोड  
 दि. ११/११/२०१३ चे आदेशानुसार मानर अध्यापक मरेठ रोड  
 मरेठ रोड मरेठ रोड मरेठ रोड मरेठ रोड - मरेठ रोड  
 मरेठ रोड मरेठ रोड मरेठ रोड मरेठ रोड

मरेठ रोड  
 मरेठ रोड

(कुर्नाळ)

वरल - १/	
३६९५	३३
२०१३	

B.U. Patnis

१८।८।२०००

मा. अणुअभूत कौषण विभाग (चान्को कडी) च  
 च. अणुअभूत - पत्र फाडी - ६६/२००० दि २०।५।२०००  
 आन्धे मा. जिला थिकारी मुम्बई उपनगर जिल्हा गोष्टी  
 दि २०।११।६६ चे उगदेवा ११।११।२००० बाबते तसाली.  
 उगदेवा उगदीस अगदेवा १।१।११ दिनेनी संमगिते केर सं. ३  
 उठविषयंत - हेत असून उगपे अणुअभूत संमगिते  
 आदेवा ११।११।६६ चे तसाली परित्कीनी ठेकयंत  
 तसाली आगे उगदेवा बाबते तसाली बाबतले तसाली.  
 त. थ. न. थिकरी

१८।८।२०००

मा. अणुअभूत कौषण विभाग मुम्बई  
 चान्कोनीक क. अणुअभूत / पत्र फाडी / ६६ /  
 २००० दि २०।८।२००० आन्धे मा. जिला थिकारी  
 मुम्बई उपनगर जिल्हा चान्को दि २०।११।६६ चे केर सं. ३  
 उगदेवा २६ केले बाबतले बाबतले तसाली.  
 त. थ. न. थिकरी

०८।८।२०००

मा. अणुअभूत कौषण विभाग मुम्बई  
 चान्कोनीक मुम्बई चान्कोनीक बाबते क. अणुअभूत -  
 २६००/१०३०/सं. २५१/६६ दि १।११।२०००  
 आन्धे मा. अणुअभूत कौषण विभाग चान्को  
 दि ११।११।२००० चे निर्माण संमगिते देण्यांत केर सं. ३  
 उगदेवा २६ केले बाबतले बाबतले तसाली.  
 त. थ. न. थिकरी

१३/३/२००१ मारुती गाडी नं. १६००  
 १३/३/२००१ मारुती गाडी नं. १६००  
 १३/३/२००१ मारुती गाडी नं. १६००  
 १३/३/२००१ मारुती गाडी नं. १६००



सत्य-प्रमाणित

रजर सुभाषण अधिकारी, कलकत्ता

बतल - १/	
३६२५	३४
२०१३	

B.U. Petnis

ANNEXURE - " E "

LIST OF AMENITIES

- Granamite Tile with 6" skirting
- Ceramic tile on the Mezzanine floor.
- Grill-type rolling shutter on the front (no windows).
- Electric points.
- P. O. P. finishing with paint on the wall.
- Individual Electric meter.

COMMON AMENITIES

- Ceramic tiles in the passage.
- Common Ladies & Gents toilets
- Lifts.



बसल - १/	
३६६५	३५
२००३	

B. O. Patnis

## Annexure "F"

List of Activities registered as IT Services and IT Services and IT Enabled services amended As follows.

- Data Conversion , Date mining, digitisation, data entry, data processing, data warehousing.
- Digitisation of spoken material(e.g. legal and medical transcription)
- Computerized call centre.
- Geographic information system mapping/ services.
- Web designing / Web content development services.
- Computer added design / CAD/ CAM Services
- E- Mail , data, internet fax services provider.
- ISP Service (Communication Channels like V- Sat, optical fiber not included)
- Computerized Desk Top Publishing.
- Web Service providers including web hosting and web site management
- USDN service providers.
- Computer system AMC holders.
- Multimedia development unit (Including , e.g. animation and special effects, Video and photo degitisation)
- IT solution providers / implements (Such as and including server, data banks, Application Service provider, internet/ Web-based e-commerce, service provider, smart-Card customization service providers, system Integration service providers)
- Cyber café / Cyber kiosks/ Cyber parlours and video conferencing centers parlours.
- Back office operations relating to computerized data.

बरल - १/	
३२९	३९
२०१३	



B.V. Patil  
/

**BRIHANMUMBAI MAHANAGARPALIKA**  
**MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')**  
 NO. ORB/ 8640 /BPTWB/AP/ARY 2 1 APR 2006

**COMMENCEMENT CERTIFICATE**

To  
AMIR PARKS & AMUSEMENT (P) LTD.  
OWNER.

OFFICE OF THE  
 EX. ENGR. BLDG. PROPL. (W & S) WARD  
 DE. SUBURBAN AMERINDIA MARKET BLDG  
 CAROLVALE WEST, MUMBAI-400 040

Sir,

With reference to your application No. 11698 dated 25.05.2003 for Development Permission and grant of Commencement Certificate under Sector 45 & 50 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 Proposed Shopping Centre C.T.S. No. 1627 (pt), S.NO. 169 (pt)

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 and 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.



3824/30  
 2003

The Municipal Commissioner has appointed Shri P.S. Tamhane Assistant 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 Plinth Level only.

For and on behalf of Local Authority  
 Brihanmumbai Mahanagar Palika

*B.U. Patil*

*Sanyal*  
 Asst. Engineer, Building Proposal (West Sub)  
 P & X Wards  
 FOR  
 MUNICIPAL COMMISSIONER FOR GREATER MUMBAI



UHEJ 8640 /B.P. (W.S.) 1/8

EX. 1042 BLDG. PROPL. (W.S.)  
GT. BAKASHEE AMBEDKAR MARKET BLDG.  
KANDIVALI WEST, MUMBAI - 400 042.

9) This c.c. is now re-endorsement for the work upto  
Plinth level only as per approved amended plan  
dt. 1/6/2006

12 1 JUL 2006

*[Signature]*  
EEBP (W.S.) P & K/m - west

9) This c.c. is now further extended for entire work  
1<sup>st</sup> and 2<sup>nd</sup> lower level ground floor  
i.e. Ground + 4 - upper floor as per approved plan  
dt. - 1/6/2006

11 0 NOV 2006

*[Signature]*  
EEBP (W.S.) P & K/m

10) This c.c. is now valid and re-endorsement for entire  
work i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> lower level ground floor + cover  
+ 1<sup>st</sup> to 4<sup>th</sup> - upper floor as per approved amended plan  
dt. - 1/8/2007

11 1 AUG 2007

*[Signature]*  
EEBP; (W.S.) P & K/West

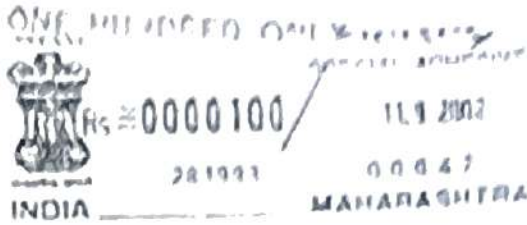


बदल - १/	
३६६	३८
२०१३	

B. U. Petrus

*[Signature]*

GENERAL STAMP OFFICE  
EXTENSION OFFICE  
MUMBAI 400 065  
MAHARASHTRA



*[Signature]*  
OFFICE OF STAMPS,  
BANDRA.

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I Sarvashi. MOHAMMED A. NENSEY, Managing Director of Royal Palms ( India ) Pvt. Ltd. Formerly Known as AMIR PARKS & AMUSEMENT PVT. LTD. Survey No.169(pt), Aarey Milk Colony Road, Near Plot No.26, Goregaon (East) Mumbai 400 065 (hereinafter referred to as "the Company") SEND GREETINGS:

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

बरल - १/  
3887 BE  
2013

*[Signature]*

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

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

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

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

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



my  
7

बल - १/
३६९ ४०
२०१३

IN WITNESS WHEREOF, I have executed this Power of Attorney

This 11<sup>th</sup> day of September 2002

THE SCHEDULE "A" ABOVE REFERRED TO :

(Description of the larger property)

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

SIGNED SEALED AND DELIVERED )

By whinnamed )

Shri. Mohammed Amir Nensey )

In the presence of ..... )

- 1. Shri. Shakti - *Shri. Shakti*
- 2. Syed Ayub - *Syed Ayub*

BEFORE ME.



बरल - १/	
3004	89
२०१३	



*D. G. Patel*

महाराष्ट्र

9433/2



General Power of Attorney has been Executed  
 By (1) Mr./Mrs. Mohammad Amir Nensey  
 Aged 29 Years  
 Occupation Business Residing at Managing Director of  
mpc Royal Palace (Gand)

do my presence I Their identity is Proved by Pvt Ltd  
 (1) Mr Shaksh Shakil Flat Servey No 157 (14)  
 (2) Mr Mahesh Aline Aarey Milk Colony  
 To my satisfaction Near Unit No 26  
Goregaon (E)  
Mumbai 65

Authentication Fee of Rs. 5/- Received  
 The Sub-Registrar  
 District, Mumbai Sub-Dist.  
 Note - Page No 3 are correction  
 there is no correction in this General Power of Attorney

16/9/2

The Sub-Registrar  
 District, Mumbai Sub-Dist.  
 Adlan

With 1) Robodi No 1  
 Thane (e)  
 Dist Thane  
 2) A-10/40,  
 Joginagar,  
 Borivali (e)  
 Mumbai 91

Handwritten signature or mark.

Handwritten signature or mark.



बरल - १/	
३६६५	४२
२०१३	

## घोषणापत्र

मी ~~हिलीय गेव्हिह उपेकर~~ याद्वारे घोषित करतो की,

दुय्यम निबंधक ~~बे शिखरि-१~~ यांचे कार्यालयात ~~करा २०११~~

या शिर्षकांचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. ~~मे/२०१२ पराबद्ध~~

~~टि/प्रा.लि.चे संचालक~~ इतर यांनी दि. ~~१६/०८/२००२~~ रोजी मला

दिलेल्या ~~सोहमरुह लेन्सही~~ कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे

/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी

कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी

कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र

रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र ~~पूर्णपणे वैध असून~~ उपरोक्त कृती

करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन ~~बुकीचे आढळून~~ आल्यास, नोंदणी

अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षण ~~मी पात्र राहीन~~ याची मला जाणीव

आहे.



दिनांक : २०/४/१३

*[Handwritten Signature]*

कुलमुखत्यारपत्रधारकाचे नावे

बरल - वसही
३६९७ ४
२०१३

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

BHARTI UPENDRA POTNIS

PRABHAKAR SHIVRAM KULKARNI

22/11/1970  
Permanent Account Number

AYZPP6379G

*B.U. Potnis*  
Signature



18112008

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

PRAMOD YASHIWANT KHANDEKAR  
Y.M. KHANDEKAR

29/01/1980  
Permanent Account Number

ANTPK8629D

*Pranav*  
Signature



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SANJAY Y. KHANDEKAR  
Y.M. KHANDEKAR

31/05/1974  
Permanent Account Number

APPPK4505G

*[Signature]*  
Signature




आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

AJAY SAWANT  
KHASHABA SAWANT

14/06/1975  
Permanent Account Number  
BWKPS3263G

*Ajay*  
Signature



20052008

बरल - १/	
3884	88
२०१३	



*Potnis*

Summary I (GoshwaraBhag-1)

शुक्रवार, 20 एप्रिल 2013 11:04 म पू

दस्त गोश्वारा भाग-1

बरल-1

दस्त क्रमांक 3695/2013

दस्त क्रमांक: बरल-1 /3695/2013

बाजार मूल्य: रु. 21,82,000/- मोबदला: रु. 19,50,500/-

भरलेने मुद्रांक शुल्क: रु. 1,09,100/-

दु. नि. मह. दु. नि. बरल-1 यांचे कार्यालयात

पावती: 4184

पावती दिनांक 20/04/2013

अ. क्र. 3695 वर दि. 20-04-2013

मादककरणाराने नाव: भागती उपेंद्र पोतनीम

रोजी 11:03 म.पू. वा. हजर केला.

नोंदणी फी

रु. 21850.00

दस्त हाताळणी फी

रु. 920.00

पृष्ठांची मंख्या: 46

*B.V. Potnis*

दस्त हजर करणाऱ्याची सही:

एकुण: 22770.00

*रु. 21,82,000/-*  
दु. निबंधक बोरीवली - 1,  
मुंबई उपनगर जिल्हा.

*रु. 19,50,500/-*  
दु. निबंधक बोरीवली 1,  
मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: अभिहस्तांतरणपत्र

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्र. 1 20 / 04 / 2013 11 : 09 : 42 AM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 20 / 04 / 2013 11 : 10 : 30 AM ची वेळ: (फी)

बरल - 1/  
3695 84  
2013



प्रतिज्ञापत्र

\* सदर दस्ताऐवज हा नोंदणी कायदा 1906 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. \* दस्तातील संपूर्ण भजकूर, निष्पादक व्यक्ती, साक्षीदार सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, दस्ता कायदेशीर बाबीसाठी दस्त निष्पादक व कनुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे :

*B.V. Potnis*  
लिहून देणारे



Summary-2( दस्त गोपवारा भाग - २ )

20/04/2013 11 06:24 AM

दस्त गोपवारा भाग-2

बरल-१

दस्त क्रमांक:3695/2013

दस्त क्रमांक :बरल-१ /3695/2013

दस्ताचा प्रकार :-अभिहस्तांतरणपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:भारती उपेंद्र पोतनीस पत्ता:बी-36, -, 202 गोकुलधम , गोरेगांव (पूर्व) , -, गोरेगांव पूर्व , Maharashtra, Mumbai, Non-Government. पॅन नंबर:AYZPP6379G	लिहून घेणार वय :-42 स्वाक्षरी:- <i>B.U.Potnis</i>		
2	नाव:मेसेर्स रॉयल पाल्म्स (इं) प्रा ली तर्फे संचालक मुहम्मद नेन्सी तर्फे मुखत्यार दिलिप उपळेकर -- पत्ता:प्लॉट नं: सर्वे क्र 169 (पार्ट), माळा नं: तळमजला, इमारतीचे नाव: रॉयल पाम्स वसाहत, ब्लॉक नं: आरे कॉलनी , रोड नं: आरे रोड , महाराष्ट्र, मुम्बई. पॅन नंबर:AABCR9424R	लिहून देणार वय :-58 स्वाक्षरी:- <i>D-4</i>		

वरील दस्तऐवज करून देणार तथाकथीत अभिहस्तांतरणपत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:20 / 04 / 2013 11 : 11 : 37 AM

बरल - १ /

3695

२६

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटविते. १३

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अजय यशवंत खांडेकर वय:38 पत्ता: ३३५ मास्टरमाईड-IV रॉयल पाल्म्स वसाहत आरे कॉलोनी गोरेगांव(पूर्व) मुंबई ४०००६५ पिन कोड:400065	स्वाक्षरी <i>Ajankar</i>		
2	नाव:अजय केशव वय:37 पत्ता: ३३५ मास्टरमाईड-IV रॉयल पाल्म्स वसाहत आरे कॉलोनी गोरेगांव(पूर्व) मुंबई ४०००६५ पिन कोड:400065	प्रमाणित करणेत येते, की या दस्तामध्ये एकूण <i>०६</i> पाने आहेत. स्वाक्षरी <i>Ajankar</i>		

सह दुय्यम निबंधक, बोरिवली क्र.१ / मुंबई उपनगर जिल्हा

शिक्का क्र.4 ची वेळ:20 / 04 / 2013 11 : 12 : 19 AM

बरल-१/3695/२०१३

पुस्तक क्रमांक: १, क्रमांक.....

शिक्का क्र.5 ची वेळ:20 / 04 / 2013 11 : 12 : 26 AM नोंदणी पुस्तक 1

नोंदणी दिनांक: २०१३

सह दुय्यम निबंधक, बोरिवली - १, मुंबई उपनगर जिल्हा.

सह दुय्यम निबंधक, बोरिवली क्र. १, 3695 /2013 मुंबई उपनगर जिल्हा