

9/10/09



Tuesday, October 27, 2009
3:18:09 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 9526

गावाचे नाव मरेशी

दिनांक 27/10/2009

दस्तऐवजाचा अनुक्रमांक वदर12 - 09520 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: संतोष ओमकार जाशी

नोंदणी फी	: -	23500.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (49)	: -	980.00
एकुण रु.		24480.00

आपणास हा दस्त अंदाजे 3:32PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.का-बोरीवली 6

बाजार मुल्य: 2239802 रु. मोबदला: 1500000रु.

भरलेले मुद्रांक शुल्क: 117300 रु.

सह दुय्यम निबंधक बोरीवली क्र. ६,
मुंबई उपनगर जिल्हा.

देयकाचा प्रकार डीडी/घनाकर्षणपत्रे:

वेंकेचे नाव व पत्ता: युनियन बँक :

डीडी/घनाकर्षण क्रमांक: 0024321 रक्कम: 23500 रु. दिनांक: 10/10/2009

6147

Union Bank of India - 002430

THE COSMOS CO-OPERATIVE BANK LTD.
 FRANKING DEPOSIT SLIP
 Estd 1906

Customer Copy

Branch: Vile Pate Date: 26/10/09
 Pay to: **THE COSMOS CO-OPERATIVE BANK LTD.**

Franking Value	Rs.	1,17,300/-
Service Charges	Rs.	—
Total	Rs.	1,17,300/-

Name & Address of Stamp duty paying party

SANTOSH OMKAR JOSHI

Sri Swami Samarth Nagar, 23/A-301, Aditi Appa Chaw

Tel. No.: / Mobile No. (Andhra Pradesh) /

Purpose of Transaction

in cash for Franking Documents

Rs. 1,17,300/-

CHEQUE FRANKING
 (For Banks Use only) EIVED

Tran ID

Franking Sr. No. 1052310

For The Cosmos Co-op. Bank Ltd.

Service Tax Reg. No. AAAT0742KST003
 Authorised Signatory



22-10-09
 2009

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 27th day of October in the Christian Year Two Thousand and Nine BY AND BETWEEN

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

AND

MR./MRS./M/S. SANTOSH OMKAR JOSHI having his /her /their address Sri Swami Samarth Nagar, 23/A-301, Aditi Appa Chaw hereinafter referred to as the "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.

For The Cosmos Co-op. Bank Ltd. B. One Lakh Seven Thousand Five Hundred
 The Cosmos Co-Operative Bank Ltd.
 Vile Pate Branch, Saradai Jhads
 Plot No-45, P.S-1 CTS No 807 A
 Hinglaj Road, Vile Pate (E)
 Santosh A. Joshi
 D-5/STP(V), C.R. 1004/06-2004 1762-64/0
 57330
 190164
 117301-PE5114
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 MAHARASHTRA

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 Plan for Greater Bombay and consequently (a) Construction of structures on the said larger property or any part thereof is regulated as provided under Regulation 60 of the Development Control Regulation, 1991 and (b) No Sub-division of the said larger land is permissible and the said larger property is to vest in one owner as stipulated in the Government of Maharashtra guidelines for development under such zones by their letter Nos. DCR/2218/UD11 dated 10th October 1994;
- E) Under the aforesaid regulation 60 of the Development Control Regulation as modified by a notification dated 17th February 2000 issued by the Government of Maharashtra, Development of Information Technology Establishment (pertaining to software only) with residential development is allowed, subject to certain conditions set out in the said notification dated 17th February 2000 and as such the Owners are desirous of developing a part of the said larger property for construction of



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Shopping Centre in the form of a building to be known as “**ORCHARD ROAD MALL**” 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 being Plot No. 81 to 88 (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**” is intended to be constructed as per building builtup area and is more particularly described in the Second Schedule hereunder written and is shown in red coloured boundary on the plan thereof annexed hereto and marked Annexure “A” and the said portion is hereinafter referred to as “the said Property”

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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 6th 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, Patil Estate, 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 shops /parking spaces under stilts/car parking spaces/basement in the said building to be constructed by the Owners on the said property and to enter into agreements with the 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 and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale Management and Transfer) Act, 1963, (hereinafter referred to as the said Act) and the Rules made 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;
- Q) At the request of the Purchaser the Owners had by a letter of allotment dated 11/10/09 allotted/agreed to sell him/her/them Shop No. 318 on 2nd floor admeasuring 22.37 sq. mtrs. Carpet Area (approx. 240.79 sq. ft.) together with a loft admeasuring 7.43 sq. mtrs. Carpet Area (approx. 80 sq. ft.) (Which is inclusive of Area of Balconies) in building to be known as



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"ORCHARD ROAD MALL" to be constructed on the said property (hereinafter referred to as "the said premises");

- R) Considering the request and declaration, the Owners have agreed to sell to the Purchaser/s the said shop for the consideration of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only. only) and on the terms and conditions hereinafter appearing;
- S) The copy of Certificate of Report on title in respect of the said property dated 21/10/2009 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. 15,00,000/- Rupees Fifteen Lakhs Only. 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:-

1. 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 make such

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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 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 Shop No. 318 on 2nd Floor, admeasuring 22.37 sq. mtrs. Carpet Area (approx. 240.79 sq. ft.) together with a loft admeasuring 7.43 sq. mtrs. Carpet Area (approx. 80 sq. ft.) (Which is inclusive of Area of Balconies) as shown in the floor plan thereof hereby annexed and marked Annexure "C" in the buildings to be constructed on the said property and to be known as "ORCHARD ROAD MALL" for the consideration of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) only) which includes the proportionate price for proportionate common areas and facilities appurtenant to the said 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>15,00,000</u> /- (Rupees <u>Fifteen Lakhs</u> Only)	(a) on or before the date of execution hereof, the payment and receipt whereof the owners do hereby admit and acknowledge.
Rs _____ /- (Rupees _____ Only)	on or before completion of the foundation
Rs _____ /- (Rupees _____ Only)	on or before commencement of R.C.C. Structure.
Rs _____ /- (Rupees _____ Only)	on or before commencement of Brick Work
Rs _____ /- (Rupees _____ Only)	on or before possession of the said shop



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

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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

and sell the 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 proposed to be constructed by the Owners on the said property. The Purchaser/s hereby further agrees and covenants with the Owners to sign and execute all papers and documents in favour of the Owners or otherwise as may be necessary for the purpose of enabling the Owners to develop the said property and construct the said building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned and as the Owners may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of M.C.G.M. and/or any other appropriate authorities in that behalf as well as for the construction of such building in the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said premises agreed to be purchased by the Purchaser/s is not in any manner adversely affected. The Purchaser/s agree that the said consent is irrevocable.

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.



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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 shop 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 30th day of Nov, 2009 provided that the Purchaser/s has/have paid to the Owners the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the Owners under this agreement. If the Owners fail or neglect to give possession / occupation of the said premises as aforesaid on account of reasons beyond their control or control of their agents as per the provisions of section 8 of the said Maharashtra Ownership 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 simple interest at the rate of 9% per annum from the date of Owners received the same till the date the amounts and interest thereon are repaid provided that by mutual consent it is agreed that the dispute whether the stipulations specified in



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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 shop 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 to be constructed thereon, it being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said property and building is 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 shops in the said building to be 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.

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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 shops 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 executing 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 units /shops shall continue to have a right to dispose of the remaining units/shops 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 shop 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.



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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 shops 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 executing 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 units /shops shall continue to have a right to dispose of the remaining units/shops 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 shop 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.



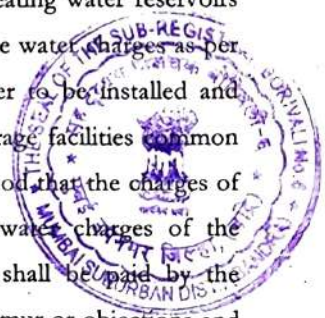
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23. The Shop Purchaser is aware that the Owners have appointed property managers Alfa Properties & Investment Private Limited. for the purpose of maintenance of the building and the area appurtenant thereto. Alfa Properties & Investment Private Limited shall maintain the unit @ Rs. 3.15 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 in 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 shop purchasers shall contain a covenant in terms of this clause.

24. The Shop Purchaser is aware that the Owners have appointed a firm Royal Palms Property Private Limited for the purpose of promotion of the "ORCHARD ROAD MALL" building and every shop purchaser/s shall contribute @ 2/- per sq. ft. of built up area per month towards the Promotional Cost. The Shop purchaser and the said Society shall continue the services appointed by the Owner and the Shop Purchaser shall be paying the said company his share of their fees and costs as per their bill in that behalf supported by Invoices & actual payments towards the expenses of the promotion of the said "ORCHARD ROAD MALL". It is clarified that the Deed of Lease and /or the declaration Deed of Apartments between the Owners and the Co-operative society of unit purchasers shall contain a covenant in terms of this clause.

25. 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.



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

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- (i) Rs. 29,520/- (Rupees Twenty Nine Thousand Five only) ^{Twenty} advance towards Maintenance fees and other outgoings for a period of 12 months, excluding taxes as per actuals.
- (ii) Rs.5,000/- (Rupees Five Thousand Only) share money Society formation charges, legal charges.
- (iii) Rs.5,000/- (Rupees Five Thousand Only) Proportionate Deposit towards Electric meter and water meter.

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.

27. 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.

28. 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 ~~self assign~~ otherwise deal with or dispose of all the said land hereditaments and premises and the building on which the shops are constructed thereon or hereafter be constructed.

29. The Purchaser/s shall at no time demand partition of his/her/their interest in the said property or said building to be constructed thereon, it being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said property and 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 the said premises in favour of the Purchaser/s.

30. 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:-



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(a) To maintain the said premises at the Purchaser/s Own cost in good tenantable 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 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.



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(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 in 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, drains, pipes in the said premises and appurtenances thereto in good tenantatable 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.

- (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 Shop Purchaser is / are aware that 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 Shop Purchaser and the said Society shall continue to services of such contractors appointed by the owner and the shop 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 shop purchaser shall contain a covenant in terms of this clause.



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(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 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.

31. 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.

32. Any delay tolerated 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



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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.

33. The facilities to be provided in the Shop /Apartment agreed to be purchased by the Purchaser in the said building will be as mentioned in this Agreement and the schedules to this Agreement.

34. 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 Shop / Apartment.

35. 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.

36. 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 for registration office for registration within the time limit prescribed (4 months) by the Indian Registration Act 1908 and the Owners will attend such office on being informed by the Purchaser/s about the same and admit execution thereof. The entire liability of all costs, charges, expenses including the stamp duty, deficit duty, penalty if any and registration charges payable on this agreement and or any other agreement or document or lease or conveyance in pursuance of this Agreement shall be exclusively that of the Purchaser/s.

37. All notice to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered A./D. Post/under Certificate of posting at his/her/their address specified below. :

Shri Swami Samarth Nagar, 23/A-3
Aditi Apha Ghar, Unit No. 5
Andheri (W) Mumbai :- 400053



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

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THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Larger Property)

ALL THOSE pieces and parcels of agricultural land falling in No. Development Zone situate, lying and being at village Marol Maroshi, Taluka Andheri in the Registration District and Sub-District of 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 to be 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 underground water tank and the overhead water tanks with all pipe fittings including Pump Room, Pumps and Switches and water meters.
4. Electrical installations, including the wiring of the electric cables and the meters of the Shop Buyers.
5. 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.



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(B) Limited Common Areas and Facilities:-

1. Landing in front of the stairs on the floor on which the said shop /flat /unit is located and the space of corridor in front of the entrance to the lift as a means of access to the said shop /flat /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 resident of the said flat /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 shop /flat /units to the exclusion of the other shops /flats /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.

Syaware
Amir



SIGNED SEALED AND DELIVERED)

By the withinnamed Purchaser/s)

Mr./Mrs./M/s. Santosh Omkar Joshi)

in the presence of)

1.

2.

Syaware
Amir

Santosh



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R E C E I P T

RECEIVED the sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only.)
from the withinnamed Purchasers Shri/Smt./M/s.
Mr. Santosh Dinkar Joshi
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.



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ANNEXURE "A"



MASTER PLAN



ROYAL PALME

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**UNIVERSAL LEGAL
ADVOCATES**

5th Floor, Kimatrai Building, 77779, 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 Marol Maroshi, Taluka, Andheri in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No.169(part), City Survey No.1627 (part) 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 21st day of October, 2009.

For Universal Legal

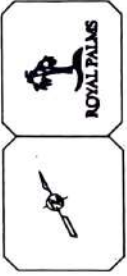
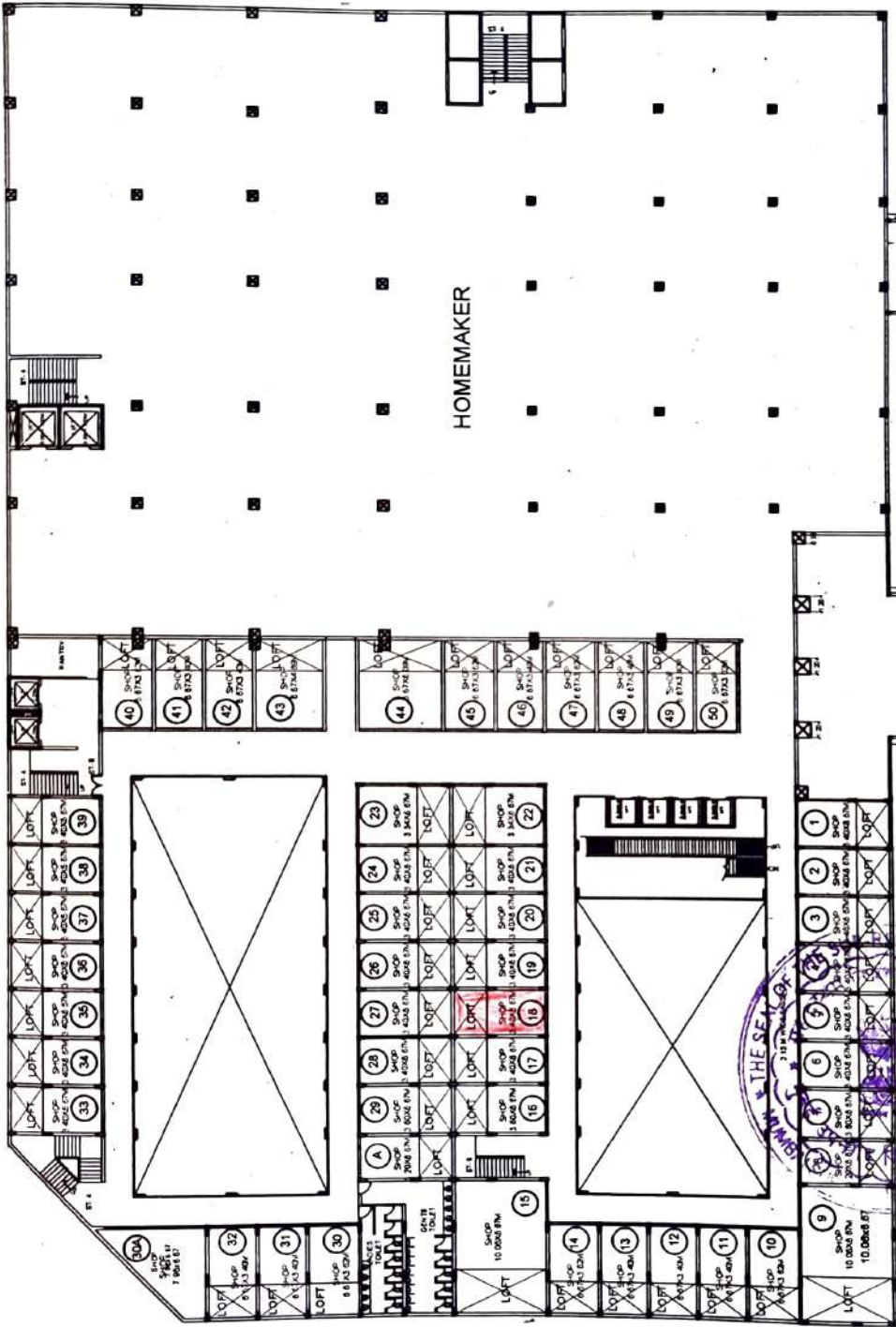
Apurva Agarwal

Partner



4/2009

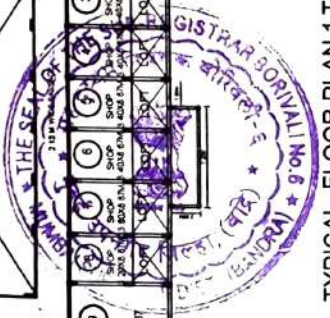
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TYPICAL FLOOR PLAN 1 TO 3 FLOOR OF ORCHARD ROAD MALL.

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ANNEXURE - 5

REGULATED CARD

NO. 101980

(29634406)

(20142-3)

116042-1

27000-6

27000-6

(13/11/11)

ना. जिल्हाधिकारी, रा. उपनगर, जि. ब. याचे कार्यालयात देण्यात येणाऱ्या अन्वये मि. वरदार वर असलेले 9706642 पो. नि. क्षेत्र रा. करून ते 27034406 अन्वये वरदार वर देणे.

THE SEAL OF THE MUNICIPAL CORPORATION OF BANGUR, MUMBAI SUBURBAN DIST. (BANGUR)

Signature

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जिला न्यायाधीश को न्यायाधीशों के नामों की सूची
 आदेश नं. 203/1971 दिनांक 27.12.71 ए. अन्वये नगर सभापति
 श्री ए. न. शर्मा द्वारा मित्रकृती ने भेजा पूर्वी दरवाजे
 के संख्या 203/1971 नं. में. देवजी जाता 400/1971
 अर्थात् दायात के सं. दि. 20/11/71 थी मोद रद. के सं.
 जमानत वारी क्र. अ. अ. 9/1971 पी. की अर्जाद्वारा चार्ज
 प्रत्यक्ष ताब्यात महगारे क्षेत्र 293/6/1971
 नं. में. अर्जन 903/6/1971 नं. में. क्षेत्र दे
 दादातीक छोटे पुरख अदरचे बादातीक क्षेत्र
 में क्षेत्र अर्जन ताब्यात मा. जिल्हाधिकारी
 नं. 203/1971 दि. 22/11/71 अन्वये अदरचे
 दादातीक क्षेत्र नं. 903/6/1971 नं. में. देवजी 200/1971
 नं. में. क्षेत्र आदे. ताब्यात अदरचे क्षेत्र महराष्ट्र
 जमीन गणना अधिनियम 1956 के कारम 732
 78 दि. अर्जात नौकरीचे कारम चालू आहे.

गणना 20/11/71
 अ. अ. 9/71
 अ. अ. 9/71

नं. 203/1971 दि. 22/11/71 अन्वये अदरचे
 दादातीक क्षेत्र नं. 903/6/1971 नं. में. देवजी 200/1971
 नं. में. क्षेत्र आदे. ताब्यात अदरचे क्षेत्र महराष्ट्र
 जमीन गणना अधिनियम 1956 के कारम 732
 78 दि. अर्जात नौकरीचे कारम चालू आहे.

नं. 203/1971 दि. 22/11/71 अन्वये अदरचे
 दादातीक क्षेत्र नं. 903/6/1971 नं. में. देवजी 200/1971
 नं. में. क्षेत्र आदे. ताब्यात अदरचे क्षेत्र महराष्ट्र
 जमीन गणना अधिनियम 1956 के कारम 732
 78 दि. अर्जात नौकरीचे कारम चालू आहे.

नं. 203/1971 दि. 22/11/71 अन्वये अदरचे
 दादातीक क्षेत्र नं. 903/6/1971 नं. में. देवजी 200/1971
 नं. में. क्षेत्र आदे. ताब्यात अदरचे क्षेत्र महराष्ट्र
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 78 दि. अर्जात नौकरीचे कारम चालू आहे.



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मा. अवर अग्रभूत कोंकण विभाग मुंबई
अधीन उच्च-पदा यन्त्रि-६६/२००० दि २०।५।२०००
अन्वये मा. सिव्हा पिपारी मुम्बई पणगर. जिष्ठा गोपे
दि. २१।१।६६ चे आदेशान्वये १।५।२००० अर्थात् मा. पि-
-उत्तरमा. उन्नीस आदेशान्वये जिष्ठा स्वामिनी पार सं. ३
उत्तरिष्ठांत- प्रेत प्रसून आधुन्य अधिष्ठापन अन्वये
आदेशान्वये अर्थात् अर्थात् तर्ही परिस्थीति उन्नीस
मा. अन्वये आदेशान्वये नोंद रोतली

म. अ. न. थिडेपाठे

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मा. अवर अग्रभूत कोंकण विभाग मुंबई
अधीन उच्च-पदा यन्त्रि-६६/२००० दि २०।५।२०००
अन्वये मा. सिव्हा पिपारी मुम्बई पणगर. जिष्ठा गोपे
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उत्तरिष्ठांत- प्रेत प्रसून आधुन्य अधिष्ठापन अन्वये
आदेशान्वये अर्थात् अर्थात् तर्ही परिस्थीति उन्नीस
मा. अन्वये आदेशान्वये नोंद रोतली

म. अ. न. थिडेपाठे

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मा. अवर अग्रभूत कोंकण विभाग मुंबई
अधीन उच्च-पदा यन्त्रि-६६/२००० दि २०।५।२०००
अन्वये मा. सिव्हा पिपारी मुम्बई पणगर. जिष्ठा गोपे
दि. २१।१।६६ चे आदेशान्वये १।५।२००० अर्थात् मा. पि-
उत्तरमा. उन्नीस आदेशान्वये जिष्ठा स्वामिनी पार सं. ३
उत्तरिष्ठांत- प्रेत प्रसून आधुन्य अधिष्ठापन अन्वये
आदेशान्वये अर्थात् अर्थात् तर्ही परिस्थीति उन्नीस
मा. अन्वये आदेशान्वये नोंद रोतली

म. अ. न. थिडेपाठे

वै-वर्षिक - २२५६

१) १३।३।२००० नोंद रोतली महार १६५०००
२) १३।३।२००० नोंद रोतली महार १६५०००
३) १३।३।२००० नोंद रोतली महार १६५०००
४) १३।३।२००० नोंद रोतली महार १६५०००
५) १३।३।२००० नोंद रोतली महार १६५०००

सत्य-प्रति लिपि



[Handwritten signature]

बंदर-१२/
२४२०
२००९

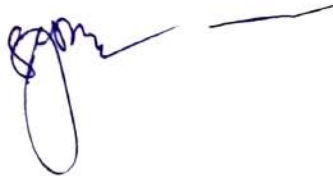
ANNEXURE - " E "

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.





बदर-१२/	
२३/२	२६
२००९	

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

NO. CHE/ 8640 /BPWS/AP/AY/ 21 APR 2006

COMMENCEMENT CERTIFICATE

To AMIR PARKS & AMUSEMENT (P) LTD.

OWNER.

OFFICE OF THE EX. ENGR. BLDG. PROJ. (T.S.) 7, 2nd FLOOR, DR. DABASHEE AMBEDKAR MARKET BLDG. KANDIVALWEST, MUMBAI-400 027.

Sir,

With reference to your application No. 11698 dated 26.05.2003 for Development Permission and grant of Commencement Certificate under Section 45 & 46 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 345 of the Borivli Municipal Corporation 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 Plot No. Village Marol-Maroshi 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 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 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 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, admorsors and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri P.S. Bhatnagar Assistant Engineer to exercise the 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.



बदर-६/१
 २००६
 बदर-६/१
 २००६

For and on behalf of Local Authority
Mumbai Mahanagarpalika

Building Proposal (W.C. S.A.)

बदर-१२/१
 २००६

WHE 8640 B.P. (W.B.) AP

OFFICE OF THE
EX. ENGR. BLDG. PROPL. (W.S.) R & P. WARD
DR. RAJASAMJI AMBEDKAR MARKET BLDG.
CANDIVALI/WEST, MUMBAI-400 042.

→ This c.c. is now re-enclosed for the work up to
Plinth level only as per approved amended plan
dt: 1/6/2006

12 1 JUL 2006

[Signature]
EEBP(WIS) PG K/W

→ This c.c. is now further extended for entire work
i.e. Ground + 4 - upper floors as per approved plan
dt: 1/6/2006

11 0 NOV 2005

[Signature]
EEBP(WIS) PG K/W



वदर-५/
६०६
२००७

वदर-५/
७५००
२००८

वदर-१२/
६५२० : ३०
२००९



Thursday, March 27, 2008

12:37:34 PM

Original

नोटणी 39 म.

Regn 39 M

पावती

पावती क्र. : 2762

गांधाचे नाव मतीजी

दिनांक 27/03/2008

दस्ताऐवजाचा अनुक्रमांक गदर5 - 02759 - 2008

दस्ताऐवजाचा प्रकार मृत्पत्रकारनाचा

सादर करणाराचे नाव: मे/ रीमल पावला (द) या दि. कॉर्नेली मोन अँड अमि- कार्मो
अप्टाअयुअट प्रा लि घ गणालक दिस्तावर नेन्सी

मौदणी फी	-	100.00
मक्याल (अ. 11(1)), पृष्ठाकनादी मक्याल (अ. 11(2)),	-	120.00
राजवात (अ. 12) व छायाविक्रय (अ. 13) -> एकत्रित फी (6)	-	220.00
एकूण रु.		220.00

आपणाल हा दस्त अदाजे 1:12PM हा वेळेस मिळेल

4

धाजार मुल्य: 1 रु.

मौबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 100 रु.

सह इय्यम विबंधक मतीवली-२,
मुंबई उपनगर जिल्हा.



बदर-२०/	
२५२०	3/
२००९	

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL 21 FEB 2008

राजन शिंदे परवाना धारक

अला पुरातन पाठक रु. 4 एत. की रोड

मालाड (प), नैरागु मीरु मार्ग, प्लॉट-2

पंजाब रोड

सदर/श्रीगती

पंजाब रु. न्यायतर मुद्रांक

पंजाब विकला.

☎ : 28807359

परवाना धारक मुद्रांक विक्रेता

ROYAL PALMS (INDIA) PVT. LTD.

AZ 686150

Stamp Office, Mumbai

MAHARASHTRA

4 FEB 2008

Officer

S. V. Tembulkar

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I MR. RAJAN SHINDE Joint Managing Director of ROYAL PALMS (INDIA) PVT. LTD. formerly known as M/s. AMIR PARKS & AMUSEMENT PVT. LTD. Survey No. 169 (pt), Aarey Milk Colony Road, Near Unit No. 26, Goregaon (East), Mumbai (hereinafter referred to as "the Company") SEND GREETINGS TO ALL.

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

(3) To declare the value of the properties before the sub-registrar for purposes of registration of the aforesaid documents.



बदर-5/11
2008

बदर-22/
2008
32

AND WHEREAS in the circumstances aforesaid it is necessary and also expedient for me to appoint an attorney who looks after affairs relating to the registration and admit execution of Agreement to sell /Deed of Conveyance /Agreement to Lease /Lease /Rectification /Leave & License /Cancellation Agreement 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 19/03/2008 I hereby authorized to appoint one or more attorneys to act or and on my 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 MR. DILAWAR A. 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 of 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 documents.



(2) To give and/or submit the statements /declaration /affirmations /undertakings in respect of the above said properties duly registered and/or affirmed as the case may be to the competent authority including BMC.



2008	2
2006	

(3) To declare the value of the properties before the Sub-Registrar for purposes of registration of the aforesaid documents.

3/-	2008	33
-----	------	----

- (4) To appoint any substitute or substitutes in place of the said attorney and to delegate to such substitute or substitutes as the power hereunder delegated by me to the said attorney.

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

IN WITNESS WHEREOF, I have executed this Power of Attorney
 This 27th day of March, 2008

वदर-५/IV	
2008	3
2008	

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 Borivali the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No. 169 (pt), City Survey No. 1627 (pt) and admeasuring about 240 acres equivalent to 975272.50 sq. mts. Or thereabouts.

SIGNED SEALED AND DELIVERED)

By withinnamed)

Mr. DILAWAR A. NENSEY)

in the presence of)



D. Dilip Upleskar



- Qinod*
- Bandekar*




Identified by me.

MR. DILIP UPLESKAR
(Accepted)

BEFORE ME

वदर-२२/	
2008	38
2008	

GOVERNMENT OF INDIA
 PRAMOD YASWANATH WADKAR
 Y M KHANDEKAR
 23/01/1989
 ANTPK8629D

ROYAL PALMS INDIA PVT. LTD.

 Name: VINOD BHARADWAJ
 Emp Code: 200483
 DOJ: 01.03.2004



बदर-२२/	
२४२०	३५
२००९	



बदर-५/IV	
२०५१०	४
२००८	





27/03/2008
12:58:24 pm

दुय्यम निबंधकः
बोरीवली 2 (फादियली)

दस्त गोषवारा भाग-1

वदर5
दस्त क्र 2759/2008

दस्त क्रमांक : 2759/2008
दस्ताया प्रकार : मुखत्यारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा टसा
1	<p>नाम: म/- रायल पाल्म (इ) प्रा लि कामली नान अन्न अभिर पावर्ल ऑनडअव्युप्रमेट प्रा लि चे रंघालक दिलावर मेम्बरी - - - - -</p> <p>पत्ता: घर/फ्लॅट नं: - - - - - गल्ली/रस्ता: युनिट नं 26 रायल पाल्म आरे कॉलनी गोरेगाव</p>	<p>लिहून घेणार वय 32 सही</p>		
2	<p>नाम: दिली. गोविंद उपळेकर - - - - - पत्ता: घर/फ्लॅट नं: - - - - - गल्ली/रस्ता: युनिट नं 26, आरे वसाहत रायल पाल्म गोरेगाव पु ईमारतीचे नाव: - - - - - ईमारत नं: - - - - - पेट/वसाहत: - - - - - शहर/गाव:- - - - - तालुका: - - - - -</p>	<p>लिहून घेणार वय 49 सही</p>		



द.दर-4/17
2049/17
2008



वदर-१२/
२५२० ३६
२००९

दस्त गोषवारा भाग - 2

वदर5

दस्त क्रमांक (2759/2008)

दस्त क्र. [वदर5-2759-2008] घा गोषवारा
वाजार मुल्य : 1 मोबदला 0 भरतेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक : 27/03/2008 12:55 PM
निष्पादनाचा दिनांक : 27/03/2008
दस्त हजर करणा-याची सही :

पावती क्र.: 27E2 दिनांक: 27/03/2008
पावतीचे वर्णन
नाम: मे/- रॉयल पाल्म (इ) प्रा लि कॉर्पोरली नांम
अॅप्र अमिर पार्लस अॅण्डअम्युनॅमेंट प्रा लि से
संचालक दिलावर नेन्ती

100 : नोंदणी फी
120 : नकासल (अ. 11(1)), पृष्ठाकनामी नवकरत
(आ. 11(2)).
रुजयात (अ. 12) व छायाचित्रण (अ. 3) ->
एकत्रित फी

220: एकूण

द. निबंधकाची सही, बोरीवली 2 (कादिवली)

दस्ताचा प्रकार : 48) मुखस्थारनामा
शिक्षका क्र. 1 ची वेळ : (सादरीकरण) 27/03/2008 12:55 PM
शिक्षका क्र. 2 ची वेळ : (फी) 27/03/2008 12:57 PM
शिक्षका क्र. 3 ची वेळ : (कडुली) 27/03/2008 12:58 PM
शिक्षका क्र. 4 ची वेळ : (ओळख) 27/03/2008 12:58 PM

दस्त नोंद केल्याचा दिनांक : 27/03/2008 12:58 PM

आळख :
खालील इतराम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीराः ओळखतात,
व त्यांची ओळख पटवितात.

1) प्रमोद खांडेकर - - घर/प्लॅट नं: -
गल्ली/बरता: इंदिराकृपा विजय नगर वांद्रा
ईमारतीचे नाव: -
ईमारत नं: -
पेट/बराहारा: -
शहर/गाव:-
तालुका: -
पिन: -



वदर-५/३४
204E | E
२००८



2) विनोद भारद्वाज - - घर/प्लॅट नं: -
गल्ली/बरता: रीगल पाल्मस गोरेगाव
ईमारतीचे नाव: -
ईमारत नं: -
पेट/बराहारा: -
शहर/गाव:-
तालुका: -
पिन: -

Handwritten signature for the second entry.



प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण ... नोंद आरिष

सह दुय्यम नियंत्रक बोरोवली क्र २
मुंबई उपनगर जिल्हा
वदर-५/२०५ए/२००८
पुस्तक क्रमांक १, क्रमांक ... वर
नोंदला: 2010312008
दिनांक: 2010312008



सह दुय्यम नियंत्रक, बोरोवली क्र २,
मुंबई उपनगर जिल्हा.

द. निबंधकाची सही
बोरीवली 2 (कादिवली)



वदर-२२७
२४१० | ३०
२००९

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

VINODKUMAR G BHARDWAJ

GIRDHARILAL BHARDWAJ

03/10/1976

Permanent Account Number

AORPB1572P

Vinod

Signature



CGP221603

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KIRAN DAMU GANGAVANE

DAMU GANGAVANE

15/03/1985

Permanent Account Number

AORPG5736Q

Kiran Damu

Signature



बदर-१२/	
४२०	३९
२-९	



वदर12

दस्त क्र 9520/2009

27/10/2009

दुय्यम निबंधक:

दस्त गोषवारा भाग-1




3:19:14 pm

सह दु.नि.का-बोरीवली 6

दस्त क्रमांक : 9520/2009

दस्ताचा प्रकार : करारनामा

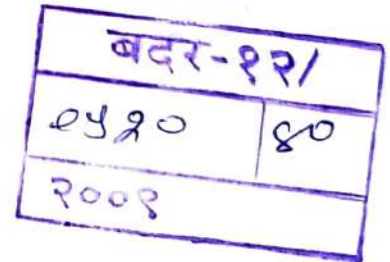
अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
----------	------------------------	-------------------	-----------	---------------

1	<p>नाय: संतोष ओमकार जोशी - -</p> <p>पत्ता: घर/फ्लॅट नं: - 23अ/301, अदिती बिल्डींग, श्री स्वामी समर्थ नगर, अंधेरी प मुं 53</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाय: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पि</p>	<p>लिहून घेणार</p> <p>वय 38</p> <p>सही</p> 		
---	---	--	--	---

खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव

2 मे. रॉयल पाल्म (इंडिया) प्रा.लि. फॉर्मली नोन अँड अमिर पार्क्स अँड्युझमेंट चे संचालक दिलावर नेन्सी तर्फे मुखत्यार दिलीप गोविंद उपळेकर - -




दस्त क्र. [वदर12-9520-2009] चा गोषवारा
वाजारा मुल्य : 2239802 मोबदला 1500000 भरलेले मुद्रांक शुल्क : 117300

दस्त हजर केल्याचा दिनांक : 27/10/2009 03:12 PM

निष्पादनाचा दिनांक : 27/10/2009

दस्त हजर करणा-याची सही :



दस्ताचा प्रकार : 25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 27/10/2009 03:12 PM

शिकका क्र. 2 ची वेळ : (फी) 27/10/2009 03:18 PM

पावती क्र.: 9526 दिनांक: 27/10/2009

पावतीचे वर्णन

नांव: संतोष आमकार जोशी

23500 : नोंदणी फी

980 : नक्कल (अ. 11(1)), पुराव्यावली (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 12) एकत्रित फी

24480: एकूण



दु. निबंधकाची सही. सह दु. नि. का. बोरीवली

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

1) किरण गंगावणे - - , घर/फ्लॅट नं: रुद्राक्ष सोसा, चारकोप कांदीवली

गल्ली/रस्ता: -

इमारतीचे नाव: -

इमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

2) विनोद भारद्वाज - - , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

इमारतीचे नाव: -

इमारत नं: -

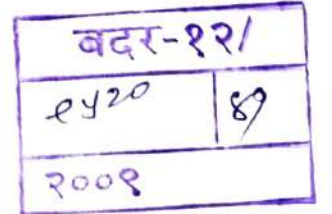
पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -





दु. निबंधकाची सही
सह दु. नि. का. बोरीवली 6



वदर12
दस्त क्र 9520/2009

दस्त गोषवारा भाग-1

29/10/2009 1:16:15 pm
दुय्यम निबंधक: सह दु.नि.का-बोरीवली 6

दस्त क्रमांक : 9520/2009
दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा दस्त

2 नाव: मे. रॉयल पाल्म (इंडिया) प्रा.लि. फॉर्मली नोन
अॅझ अमिर पार्क्स अॅम्बुझमेंट चे संचालक दिलावर नेन्सी
तर्फे मुखत्यार दिलीप गोविंद उपळेकर - -
पत्ता: घर/फ्लॅट नं: रॉयल पाल्म आरे गॉलनी, गोरेग

लिहून देणार
वय 52
सही
D-G.upt



बदर-१२/१
९५२० १२
२००९

दस्त गोषवारा भाग - 2

वदर12

दस्त क्रमांक (9520/2009)

दस्त क्र. [वदर12-9520-2009] चा गोषवारा
बाजार मुल्य : 2239802 मोबदला 1500000 भरलेले मुद्रांक शुल्क : 117300

पावती क्र.:9526 दिनांक:27/10/2009
पावतीचे वर्णन
नांव: संतोष ओमकार जोशी

दस्त हजर केल्याचा दिनांक :27/10/2009 03:12 PM
निष्पादनाचा दिनांक : 27/10/2009
दस्त हजर करणा-याची सही :

23500 :नोंदणी फी
980 :नक्कल (अ. 11(1)), गुणवत्ताची नक्कल
(आ. 11(2)).
रुजवात (अ. 12) व छायाचित्रण (अ. 13) व
एकत्रित फी

24480: एकूण

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 27/10/2009 03:12 PM
शिकका क्र. 2 ची वेळ : (फी) 27/10/2009 03:18 PM(कार्यवाही पूर्ण)
शिकका क्र. 3 ची वेळ : (कबुली) 29/10/2009 01:15 PM
शिकका क्र. 4 ची वेळ : (ओळख) 29/10/2009 01:16 PM

दस्त नोंद केल्याचा दिनांक : 29/10/2009 01:16 PM

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

1) किरण गंगावणे - - ,घर/फ्लॅट नं: रुद्राक्ष सोसा, चारकाप कादीवली

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) विनोद भारद्वाज - - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

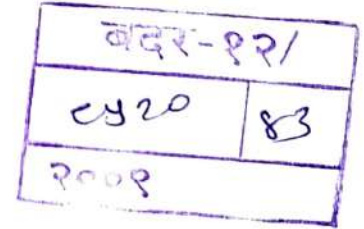
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



प्रमाणित करण्यात येते की, या
दस्तामज्ये एकूण ४३ पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क्र. ६
मुंबई उपनगर जिल्हा,

वदर-१२/ ९५२० /२००९

पुस्तक क्रमांक १, क्रमांक.....वर

नोंदला.

दिनांक : 29 OCT 2009

सह दुय्यम निबंधक, बोरीवली क्र. ६.
मुंबई उपनगर जिल्हा.

६. निबंधकाची सही
सह दु.नि.का-बोरीवली 6

