



Monday, April 05, 2010

5:16:41 PM

r/Aom

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2863

गावाचे नाव मरोशी

दिनांक 05/04/2010

दस्तऐवजाचा अनुक्रमांक

वदर5 - 02865 - 2010

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: ब्राईट आऊटडोअर मिडीया प्रा लि चे चेअरमन अॅन्ड मॅनेजिंग डायरेक्टर
योगेश लाखानी -

नोंदणी फी	:--	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (47)	:--	940.00
एकूण	रु.	30940.00

आपणास हा दस्त अंदाजे 5:31PM ह्या वेळेस मिळेल

दुय्यम निबंधक
बोरीवली 2 (कांदिवली)

बाजार मुल्य: 9524500 रु. मोबदला: 6500000रु.

भरलेले मुद्रांक शुल्क: 458850 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि कपोल बँक ;

डीडी/धनाकर्ष क्रमांक: 076462; रक्कम: 30000 रु.; दिनांक: 06/02/2010

शह दुय्यम निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.



मूल्यांकनाचे वर्ष 2010 टिनांक 4/5/2010
 जिल्हा मुंबई(उपनगर)
 प्रमुख मूल्य विभाग - 125-मरोशी
 उपमूल्य विभाग - 54/254/अ-भूभाग :रॉयल पाम वसाहत सि.स.क्रं.1627

मिळकतीचा क्रमांक सि.टी.एस. नंबर -- 1627
 नागरी क्षेत्राचे नांव मुंबई(उपनगर)
 मिळकतीचे वर्गीकरण बांधीव

बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मूल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
31,700	58,800	61,000	88,800	58,800

मिळकतीचे क्षेत्र	154.26	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उद्वाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	6

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * घसा टक्केवारी
 = 58,800.00 * 100.00 /100
 = 58,800.00

(Rule 5 or

(Rule 19 or 20)

A) मुख्य मिळकतीचे मूल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * मिळकतीचे क्षेत्र + मजला निहाय घट/वाढ
 = 58,800.00 * 154.26 * 105.00 /100
 = 9,524,012.40

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +
 बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य
 = A + B + C + D + E + F + G + H
 = 9,524,012.40 + 0.00 + 0.00 + 0.00 + 0.00
 + 0.00 + 0.00 + 0.00 +
 = 9,524,012.00



बंदर - ५/
2865/10
२०१०

महानगरपालिका निवासी विभाग, बोरीवली-२,
 मुंबई उपनगर, जिल्हा.

address 0 1007, Mescent tower, opp VIP Plaza,
 Near, Infinity Mall, Andheri (west), Mumbai-400053 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.

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP

Branch : BORIVALI Date : 6/2/10

Pay to : Acct. Stamp Duty **230384**

Franking Value	Rs. <u>458850.</u>
Service Charges	Rs. <u>458850.</u>
TOTAL	Rs. <u>458850.</u>

Name of the person for whom stamp duty is impressed

Name & Address of the Stamp duty paying party

Bright Outdoor Media Pvt Ltd
8th Floor, Crescent Tower, opp VIP Plaza,
Near, Infinity Mall, Andheri (west), Mumbai-400053

Tel. / Mobile No. _____

DD / Cheque No. _____

Drawn on Bank _____

(For Bank's Use only)

Tran ID A254 Rs. _____

PL-546 Rs. _____

Franking Sr. No. _____

Cashier _____ Officer _____

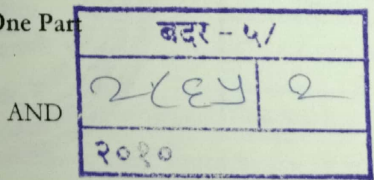
DELIVERED



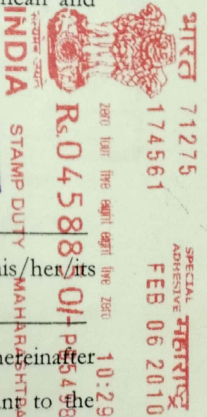
FOR THE KAPOL CO-OP. BANK LTD.
 Authorised Signatory
 The Kapol Co-operative Bank Ltd.,
 Borivali Branch, Bhandarkar Bhavan,
 S.V. Road, Borivali(W),
 Mumbai-400 092.
 D-SSTP(V)/C.F. 106/109/05/2005-2008

AGREEMENT FOR SALE entered into at Mumbai this 5th day of April in the Christian Year Two Thousand ten by and between.

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



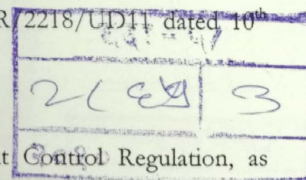
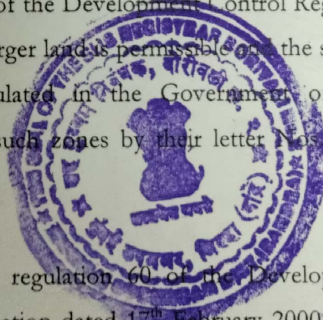
MR./MRS/M/S. BRIGHT OUTDOOR MEDIA PVT. LTD. having his/her/its address 8th Floor, Crescent Tower, opp VIP Plaza, Near, Infinity Mall, Andheri (west), Mumbai-400053 hereinafter referred to as the "Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators and permitted assigns) of the Other Part.



RECITALS

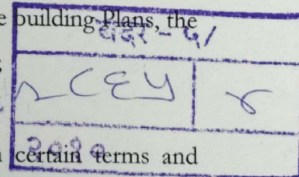
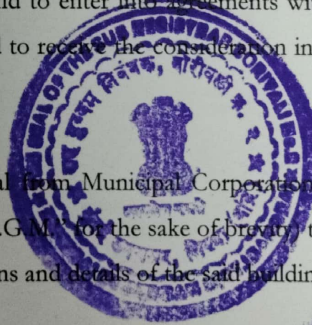
WHEREAS

- A. Prior to June 1990, the Trustees of A. H. Wadia Charity Trust, (hereinafter referred to as "the said Trust") were absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of agricultural land or ground situate, lying and being at Village Marol Maroshi, Taluka, Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing Survey No.169(part), City Survey No.1627(part) and admeasuring about 240 acres equivalent to 975272.50sq.mts or thereabouts and more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said larger property";
- B. By and under a consent decree dated 14th June 1990 as common decree in Suit No.1745 of 1983 and Suit No.1657 of 1987 passed by the Hon'ble Court of Mumbai, the said Trust sold, transferred and conveyed the said larger property to the Owners herein; and the said Consent Decree dated 14th June, 1990 which is to operate as a Conveyance of the said larger property in favour of the Owners is registered on 10th July, 1995 under Sr. No.403/95 in the office of the sub-Registrar of Assurances at Mumbai;
- C. In the premises aforesaid, the owners herein are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said larger property as owners thereof;
- D. The said larger property falls under "No Development Zone" under the Sanctioned Development Plan for Greater Bombay and consequently (a) Construction of structures on the said larger property or any part thereof is regulated as provided under Regulation 60 of the Development Control Regulation, 1991 and (b) No Sub-division of the said larger land is permissible and the said larger property is to vest in one owner as stipulated in the Government of Maharashtra guidelines for development under such zones by their letter No. DCR 2218/UD11 dated 10th October 1994;
- E. Under the aforesaid regulation 60 of the Development Control Regulation, as modified by a notification dated 17th February 2000, issued by the Government of Maharashtra, development of such property for residential purpose conjointly with other uses is allowed, subject to certain conditions set out in the said notification dated 17th February 2000 and as such the Owners are desirous of developing a part of the said larger property interalia for construction of Service Apartments in a building to be known as "PALM ISLAND - IV" by utilization of F.S.I. available for such development under the aforesaid Development Control Regulation, 1991 and the permission granted under the Support Services for the Information



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

- F. Other parts of the said larger property are likely to be developed by the Owners at their own discretion for activities like setting up of resorts, hotels, motels, restaurants, health farms, clubs, golf courses, gliding, powered gliding, skiing facilities and swimming pools, and/or other users or activities as may be permissible under the Development Control Regulations;
- G. Part of the said larger property on which the said building "PALMS ISLAND - IV" is intended to be constructed as per building builtup area and is more particularly described in the Second Schedule hereunder written and is shown in Red coloured boundary on the plan thereof annexed hereto and marked Annexure "A" and the said portion is hereinafter referred to as "the said Property";
- H. Pursuant to the application of the said Owners, the Municipal Corporation of Greater Mumbai has granted its Intimation of Disapproval (IOD) on bearing No CHE / 9820 / BP (WS) / AP Dated 10/08/2009 and its Commencement Certificate dated 22/01/2010.
- I. The Owners being desirous of the Development of the said property have appointed M/s Mistri Associates as their Architect having their registered office at 278, Tardeo Road, Patil Estate, Opp. Bhatia Hospital, Mumbai - 400 007 for the necessary building plan approvals and completions required for the development of the said property ;
- J. The Owners are entitled to sell the Service Apartments/parking spaces 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 property and to receive the consideration in respect thereof from time to time;
- K. The Owners have got approval from Municipal Corporation of Greater Mumbai (hereinafter referred to as "M.C.G.M." for the sake of brevity) the building Plans, the specifications, elevations, sections and details of the said building;
- L. While sanctioning the plans and M. C. G. M. has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Owners while developing the said property and upon due observance and performance of which only the Occupation and/or Completion Certificates in respect of the said building shall be granted by the concerned local authority;



M. The Owners are in the process of commencing the construction of the said building in accordance with the building plans sanctioned by the Municipal Corporation of Greater Mumbai;

N. The Purchaser/s demanded from the Owners and the Owners have given to the Purchaser/s inspection of all documents to title relating to the said property Intimation of Disapproval and the plans and specification prepared by the Architects of the Owners and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as the said Act) and the Rules made thereunder;

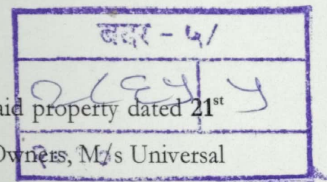
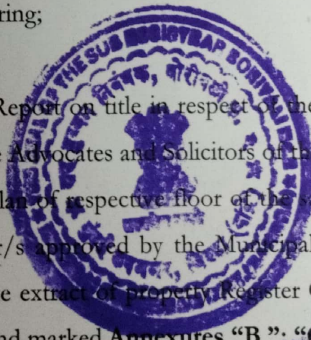
O. The Purchaser/s has/have also taken physical inspection of the said land and has/have satisfied himself/herself/themselves about the same and about the title of the said Owners to the said property;

P. At the request of the Purchaser the Owners had by a letter of allotment dated _____ allotted/agreed to sell him/her/them Service Apartment No. 602 on 6th floor in "P" Building admeasuring 128.55 sq. mtrs. Carpet Area (approx. 1383.28 sq. fts.) (which is inclusive of area of the balconies) i.e. 1659.93 sq.ft. Buildup area, building to be known as 'PALMS ISLAND - IV' to be constructed on the said property (hereinafter referred to as "the said premises");

Q. Considering the request and declaration, the Owners have agreed to sell to the Purchaser/s the said Service Apartment for the consideration of Rs. 65,00,000/- (Rupees Sixty Five Lakhs only) Only) and on the terms and conditions hereinafter appearing;

R. The copy of Certificate of Report on title in respect of the said property dated 21st **October, 2009** issued by the Advocates and Solicitors of the 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;

S. Prior to the execution of these presents the Purchaser/s has paid to the Owners a sum of Rs. 65,00,000/Rupees Sixty Five 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;

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

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

1. The Owners are well and sufficiently entitled to and have absolute beneficial interest in the said larger property and shall construct a building consisting of stilt and Seven 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 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 agrees/s to purchase/s from the Owners and the Owners hereby agree to sell to the Purchaser/s Service Apartment No. 602 on 6th Floor in "P" Building admeasuring 128.55 sq. mtrs. Carpet Area (approx. 1383.28 sq. fts.) (which is inclusive of area of the balconies) i.e. 1659.93 sq.ft. Buildup area as shown in the floor plan thereof hereby annexed and marked **Annexure "C"** in the building to

be constructed on the said property and to be known as "PALMS ISLAND - IV" E

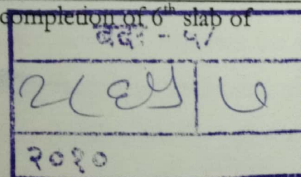
for the consideration 2050 of

Rs. 65,00,000/= / (Rupees Sixty five lakhs only)

Only) which includes the

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

Rs. <u>65,00,000/-</u> (Rupees) <u>sixty five lakhs only</u> _____ _____ _____) Only)	On or before the date of execution hereof, the payment and receipt whereof the owners do hereby admit and acknowledge.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of foundation.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of 1 st slab of the building.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of 2 nd slab of the building.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of 3 rd slab of the building.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of 4 th slab of the building.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of 5 th slab of the building.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of 6 th slab of the building.
Rs. _____/- (Rupees) _____ _____ _____) Only)	At the time of completion of 7 th slab of the building.



prejudice to any other right to claim interest or damages, be entitled at their option, to terminate this agreement PROVIDED FURTHER that upon termination of this Agreement as aforesaid the Owners shall be entitled to forfeit the first installment of the consideration payable hereunder and refund the Purchaser/s the balance amount of sale price of the said premises which may till then have been paid by the Purchaser/s to the Owners but the Owners shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination of this agreement, the Owners shall be at liberty to deal with or dispose of and sell the said premises to such person and at such price as the Owners may in their absolute discretion think fit and the Purchasers shall have no right, title or interest, claim or demand of any nature whatsoever against the Owners or in respect of the said premises.

15. The Owners have agreed to sell and Purchaser has agreed to purchase only a shell service apartment under this agreement with only minimum amenities. The standard fixtures, fittings and amenities to be provided by the Owners in the said building and the service apartment are those that are set out in Annexure "E" hereto.

16. The Owners shall handover possession / occupation of the said premises to the Purchaser/s on or before 31st day of Dec 2010 provided that the Purchaser/s has/have paid to the Owners the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the Owners under this agreement. If the Owners fail or neglect to give possession / occupation of the said premises as aforesaid on account of reasons beyond their control or control of their agents as per the provisions of section 8 of the said Maharashtra Ownership Service apartment Act, then in such event the Owners shall be liable on demand to refund to the Purchaser/s the amounts already

received by the Owners in respect of the said premises. The interest at the rate of 9% per annum from the date of Owner's default shall be payable by the date the amounts and interest thereon are repaid provided that by mutual consent it is agreed that the dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as a mediator. Till the entire amount of interest thereon is repaid by the Purchaser/s, the Purchaser / s there shall subject to prior encumbrances, if any, be liable to pay for the said property as well as on construction of building in which the service apartment are situated or were to be situated PROVIDED THAT the Owners shall be entitled to reasonable extension of time for giving delivery of the said premises if it is delayed on account of:

- (i) Non availability of Cement, Steel, other building material, water or electric supply.
- (ii) War, Civil commotion. strikes or act of God or any other force majeure conditions.



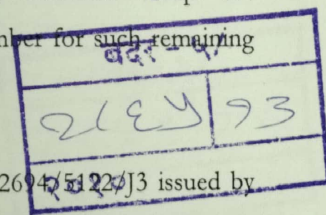
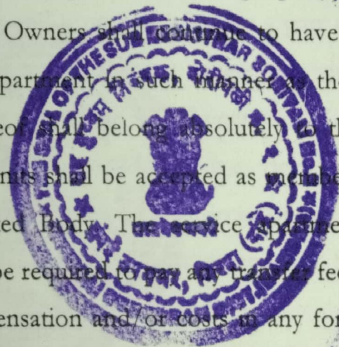
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22. After completion of development of the said property by construction of all the building/s on the said property and after sale of all the service apartment and premises in the said building/s and receipt of consideration from all the service apartment Purchaser/s therein, the Owners shall execute a Deed of Lease for nine hundred and ninety nine years for an annual rent of Rupees One Hundred only in respect of the said property together with a Deed of Transfer of the structures put up by them on the said property to the said Co-operative Housing Society and / or Limited Company and/or a Condominium. All such documents of lease and/or transfer shall be prepared by the Advocates for the Owners and all the costs, charges and expenses in connection with the formation and registration of such a Co-operative Housing Society or a Limited Company or a Condominium as well as costs of preparing, stamping and registering of the required Deeds of documents of declarations required to be executed by the Owners as well as the Advocates fees therefore shall be borne and paid exclusively by the Purchasers and/or members of such Co-operative Housing Society and/ or the condominium purchasing service apartment in the said building.

23. In the event of the Society and/or Incorporated body 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.

24. Even after the Owners executing a Deed of Lease in respect of the said property in favour of the Society or Incorporated body, the Owners shall continue to have a right to dispose of the remaining units/service apartment in such manner as they think fit and proper and the sale proceeds thereof shall belong absolutely to the Owners and the Purchaser/s of such remaining units shall be accepted as members of Co-operative Housing Society or Incorporated Body. The service apartment purchasers and/or Owners in such case shall not be required to pay any transfer fees, charges or premium or donation and / or compensation and / or costs in any form whatsoever to the Society or to the incorporated body save and except the membership fees , share money and entrance fees per member for such remaining unsold units.

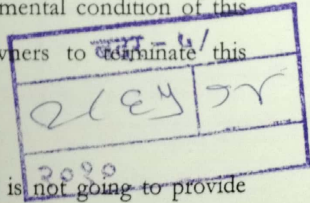
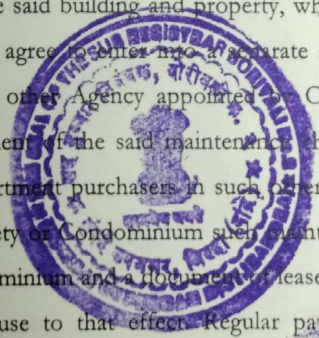
25. Under a writing dated 3rd March 1997 bearing No. LEN-2694/5122/3 issued by the Revenue & forest Department, the Owners have been sanctioned right of way to the said larger property from main public road over 11088.4 sq. mts. of land belonging to the Aarey Milk Colony and bearing Survey No.169, Mouje Marol and in pursuance of the said writing, a duly registered Deed of Grant of Right of Way in



favour of the Owners will be obtained by the Owners before completion of the building/s on the said property. The Purchasers and the said Co-operative Society of the Purchasers in the said building shall be allowed the use of the said right of way as common access along with other users being nominees of the Owners. Furthermore the Purchasers and the said society shall also be entitled to use the internal road being part of the said larger property and shown on the Plan in colour burnt sienna annexed hereto as an approach road to the said property as a common road with other users and occupiers of the said larger property. It is agreed that the Owners shall at their discretion and for convenience be entitled to re-align or change the position of the said approach road. It is also agreed that the use of approach road shall be subject to payment of proportionate amount of rent payable to Aarey Milk Colony for the said approach road and payment of maintenance charges to the Owners for maintaining the said approach road. If required by the Owners, society shall enter into a separate agreement for the said right of way with the Owners.

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

27. 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 will be making 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 charges would be much higher and 100% above the 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.

28. So long as each service apartment/garage/other premises in the said new building is not being separately assessed for municipal taxes, the Purchaser shall pay to the Owners a proportionate share of the Municipal tax assessed on the whole said new building, such proportion to be determined by the Owners on the basis of the area of the said service apartment agreed to be allotted by the Owners, however for the purpose of determining such proportion, the area of the unsold service apartment will not be taken into account.

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

(i) Rs. 1,05,078 /- (Rupees One Lakh Five Thousand Seventy Eight only - only) advance towards proportionate share of taxes and other outgoings on estimated basis for a period of Fifteen months.

(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.

(iv) Rs. 5,000/- (Rupees Five Thousand Only) 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 deposits sums received in account of share capital, society entrance fee for the formation of the society or a Company or towards the outgoings, legal charges etc. and shall utilise the ~~amounts~~ amounts only for the purpose for which they have been received.



30. Nothing contained in this Agreement is intended to be nor shall it be construed 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/then 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 by way of a

228992

8th Floor, Crescent Towers,
Opp VIP Plaza, Near Infinity Mall,
Andheri (West),
Mumbai - 400053

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE LARGER PROPERTY)

ALL THOSE pieces and parcels of agricultural land falling in 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 buildup area and demarcated in red coloured boundary line as shown on the sanctioned layout plan thereof annexed hereto as Annexure "A" and being part of the larger property more particularly described in the First Schedule herein above.

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, chimneys, corridors, walls, staircases, entrance, lobby, and any other part which 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 GI pipe fittings including Pump Room, Pumps and Switches and water meters.
 4. Electrical installations, including the wiring of the electric cabins meter and the meters of the Service apartment Purchasers.



Declaration of Lawful	
2635	02

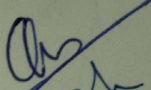
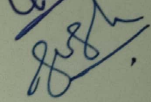
5. All other parts of the said property necessary or convenient to its existence maintenance and safety or normally in common use except the open car parking spaces allotted by the Owners.

(B) Limited Common Areas and Facilities :-

1. Landing in from of the stairs on the floor on which the said service apartment/premises is located and the space of corridor in front of the entrance to the lift as a means of access to the said service apartment 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 service apartment 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 shops to the exclusion of the other shops.

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

in the presence of.....

1. 
2. 

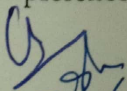
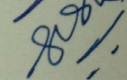


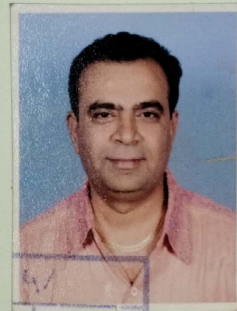
SIGNED SEALED AND DELIVERED)

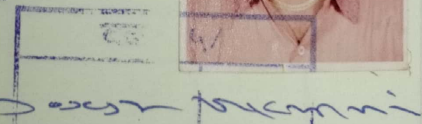
By the within named Purchaser/s)

Mr./Mrs./M/s. Bright Outdoor Media Pvt.)
Ltd. Chairman and Managing Director)

in the presence of

1. 
2. 




Mr. Yogesh Lakshmi

बदर - 4/	
2164	23
2020	

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@universalllegal.firm.in

TO WHOMSOEVER IT MAY CONCERN

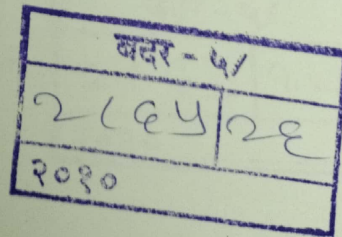
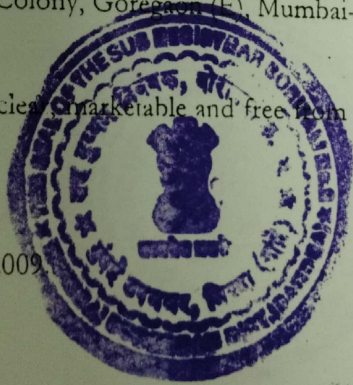
Upon the request and representations made by Royal Palms India Pvt Ltd, and based on the various documents shown and perused by us, we certify that the title of the property being all that piece or parcel of land, lying and being at Village Marol Maroshi, Taluka, Andheri in the Registration District 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.

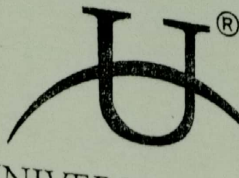
The title of the said property is clear, marketable and free from all encumbrances. The said property is not a forest land.

Dated this 21st day of October, 2009.

For Universal Legal

Apurva Agarwal
Partner





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

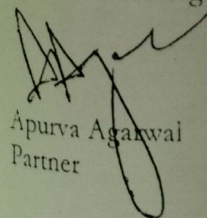
TO WHOMSOEVER IT MAY CONCERN

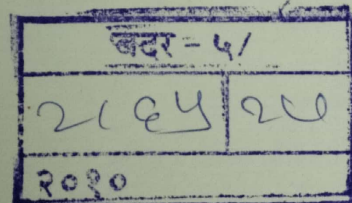
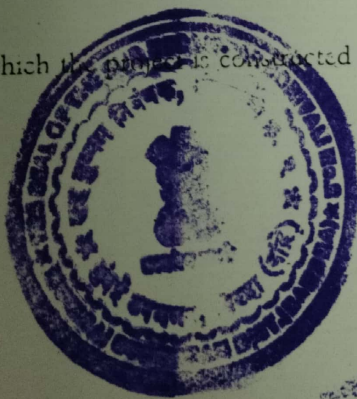
Upon the request and representations made by Royal Palms (India) Pvt Ltd, and based on the various documents shown and perused by us, we certify that the title of the property being all that piece or parcel of land, lying and being at Village Marol Maroshi, Taluka, Andheri in the Registration District 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 project being **Crystal Isle; Diamond Isle; Diamond Isle II; Garden View; Lake View II; Moroccan; Palm Island I; Palm Island II; Palm Island III; Palm Island IV; Palm Island V; Palm island VI; Palm island VII; Palm island VIII; Ruby Isle and Summit** 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 and free from all encumbrances.

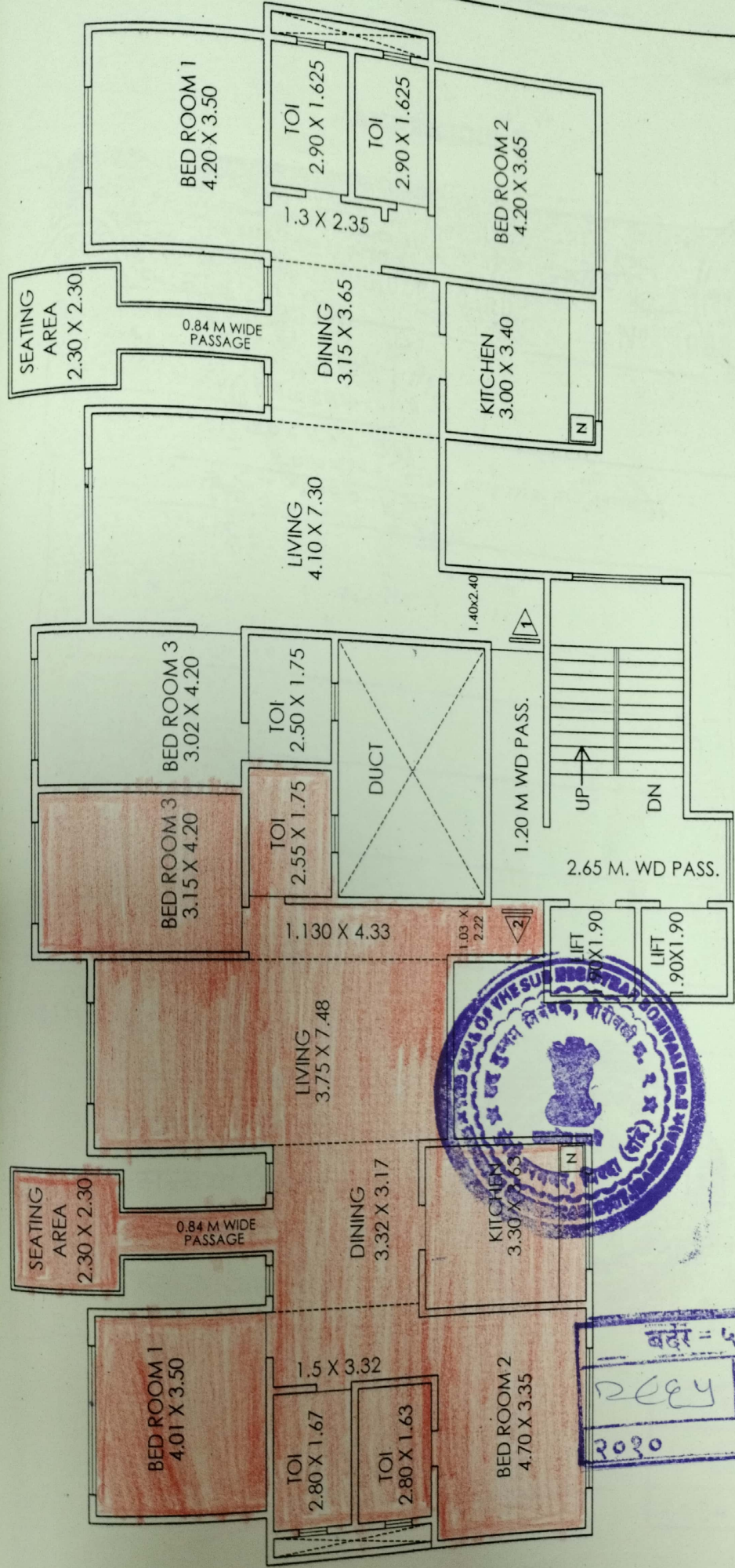
Dated this 21st day of October, 2009
For Universal Legal


Apurva Agarwal
Partner



ANNEXURE "C"

WAVE POOL SIDE VIEW



2020
2024
2025



PALMS ISLAND "IV"
TYPICAL STILT+7 FLOORS PLAN

To, Amir Parks & Amusement Pvt. Ltd.
Owner

Sir,

With reference to your application No. 287 dated 07.08.69 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed building 'P' (Bldg.No.I-17) on plot bearing C.T.S.No. 1627/A.S.No.169(Pt.)

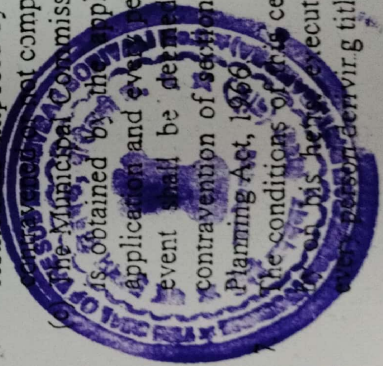
at premises at Street - Plot No. -
Village Marol-Maroshi Ward P/South
situated at Goregaon (E), Mumbai

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

1. The land vacated in consequence of the endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-

(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is not complied with.



Rishi R.V. Nautiyal

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

This C.C. is restricted for work up to Top of Stillt slab level.

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika

TRUE COPY

VINAYAK TOMATE
(ARCHITECT)
CA / 94 / 14356

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

FOR
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.



05/04/2010

दुय्यम निबंधक:
बोरीवली 2 (काठिवली)

दस्ता गोषवारा भाग-1

5:17:51 pm

वदर5
दस्ता क्र 2865/2010

दस्ता क्रमांक : 2865/2010

दस्ताया प्रकार : करारनामा

दस्ताया प्रकार : करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगाच्याचा टसा

नु क्र. पक्षकाराचे नाव व पत्ता

नावा: ब्राइट आकटडोजर मिडीया प्रा लि चे चेअरमन

1 अन्ध मॅनेजिंग डायरेक्टर योगेश लाखानी - -

लिहून घेणार

पत्ता: घर/फ्लॉट नं: ऑफिस आठवा मजला, क्रिसेंट टॉवर,

वय 46

इंजीकीटी मॉल च्या समोर, अंधेरी प मुं 53

मल्ती/र

सही



खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

पक्षकाराचे नाव

अनु क्र.

1 सो. रायल पाल्म (इं) प्रा लि फॉर्मली नोन अँड अपिरे पार्क्स अँडअम्बुझसेंट प्रा लि चे संचालक

2 श्री दिलावर नेन्सी तर्फे मुखत्यार श्री दिलीप गीर्विंद उपलेकर - -



वदर - ५/
२८६५
२०१०



दस्त गोषवारा भाग - 2

वदर5

दस्त क्रमांक (2865/2010)

दस्त क्र. [वदर5-2865-2010] चा गोषवारा
बाजार मुल्य :9524500 मोबदला 6500000 भरलेले मुद्रांक शुल्क : 458850

पावती क्र.:2863 दिनांक:05/04/2010
पावतीचे वर्णन
नांव: ब्राईट आऊटडोअर मिडीया प्रा लि चे
चेअरमन अँड मॅनेजिंग डायरेक्टर योगेश लाखानी

दस्त हजर केल्याचा दिनांक :05/04/2010 05:09 PM
निष्पादनाचा दिनांक : 05/04/2010
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी
940 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 12) ->
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 05/04/2010 05:09 PM

30940: एकूण

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

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

1) किरण गंगावणे - ,घर/प्लॉट नं: सी/5, रुद्राक्ष सोसा. कांदिवली पु

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

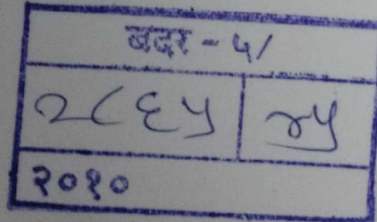
2) सुशांत जाधव - ,घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

[Handwritten signature]



दु. निबंधकाची सही
बोरीवली 2 (कांदिवली)



दस्त गोषवारा भाग - 2

वदर5

दस्त क्रमांक (2865/2010)

दस्त क्र. [वदर5-2865-2010] चा गोषवारा
बाजार मुल्य :9524500 मोबदला 6500000 भरलेले मुद्रांक शुल्क : 458850

दस्त हजर केल्याचा दिनांक :05/04/2010 05:09 PM
निष्पादनाचा दिनांक : 05/04/2010
दस्त हजर करणा-याची सही :

पावती क्र.:2863 दिनांक:05/04/2010
पावतीचे वर्णन
नांव: ब्राईट आऊटडोर मिडीया प्रा लि चे
चैअरमन जॅन्ड मॅनेजिंग डायरेक्टर योगेश लाखानी
--

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 05/04/2010 05:09 PM(कार्यवाही पूर्ण)
शिक्का क्र. 2 ची वेळ : (फी) 08/04/2010 02:26 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 08/04/2010 02:26 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 08/04/2010 02:26 PM

30000 :नोंदणी फी
940 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फ्री

30940: एकूण

दस्त नोंद केल्याचा दिनांक : 08/04/2010 02:26 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: सी/5, रुद्राक्ष सोसा, कांदिवली पू

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) सुशांत जाधव- - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

दु. निबंधकाची सही
बोरीवली 2 (कांदिवली)



प्रमाणित करणेत येते की, या

दस्तामध्ये एकाच पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क्र. २,

मुंबई उपनगर जिल्हा

वदर-५/ 2010/2010

पुस्तक क्रमांक १ क्रमांक.....वर

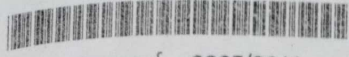
नोंदला: 08/04/2010

दिनांक: 08/04/2010

सह दुय्यम निबंधक, बोरीवली क्र. २,

मुंबई उपनगर जिल्हा

वदर - ५/	
2010	20
२०१०	



दस्तक्रमांक व वर्ष: 2865/2010

Thursday, April 08, 2010

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दुय्यम निबंधक: बोरीवली 2 (कांदिवली)

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : मरोशी

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) करारनामा
मोबदला रु. 6,500,000.00
बा.भा. रु. 9,524,500.00
- (2) भू-सापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1627 वर्णन: सदनिका क्र 602, सहावा मजला, पी बिल्डिंग, पाल्म्स आयलॅंड IV, गोरेगाव पु मुं 65
- (3) क्षेत्रफळ (1) 154.26 चौ मी बिल्टअप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/- रॉयल पाल्म (इं) प्रा लि फॉर्मली नोन अँड अमिर पार्क्स अँड अम्युझमेंट प्रा लि चे संचालक श्री दिलावर नेन्सी तर्फे मुखत्यार श्री दिलीप गोविंद उपळेकर - -; घर/फ्लॅट नं: युनिट नं 26 रॉयल पाल्म आरे कॉलनी गोरेगाव प मुं 65; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AABCR9424R.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) ब्राईट आऊटडोअर मिडीया प्रा लि चे चेअरमन अँड मॅनेजिंग डायरेक्टर योगेश लाखानी - -; घर/फ्लॅट नं: ऑफिस आठवा मजला, क्रिसेंट टॉवर, इनफिनीटी मॉल च्या समोर, अंधेरी प मुं 53; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AACCB9325Q.
- (7) दिनांक करून दिल्याचा 05/04/2010
- (8) नोंदणीचा 08/04/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 2865 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 458825.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा

