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Wednesday, April 09, 2014  
6:00 PM

पावनी

Original/Duplicate  
नोंदणी क्र. 39म  
Regn 33M

पावनी क्र. 3464 दिनांक 09/04/2014

साधारण नाव: भादुप  
दस्तावेजाचा क्रमांक: क्रमांक-3067-2014  
दस्तावेजाचा प्रकार: कारनामा  
साधारण नाव: भादुप विद्युत उकाटे

नोंदणी फी ₹. 30000.00  
दस्तऐवजाची फी ₹. 2020.00  
पृष्ठांची संख्या: 101

**DELIVERED**

₹. 32020.00

कारनामा मूळ दस्तऐवज, संवदेस प्रिंट व मॉडी अंदाजे 6:20 PM ह्या वेळेस मिळेल.

वाटप मूल्य: ₹. 13985515/-

मोबदला: ₹. 13125000/-

कारनामा मूळ मूल्य: ₹. 689300/-

सह दुय्यम निर्बंधक कुर्ला - ६  
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

सीटी/अनादेश/ऑर्डर क्रमांक: MH002014287201314M दिनांक: 09/04/2014

देयकाचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: ₹. 2020/-

जांबी बुकॉस

**DELIVERED**



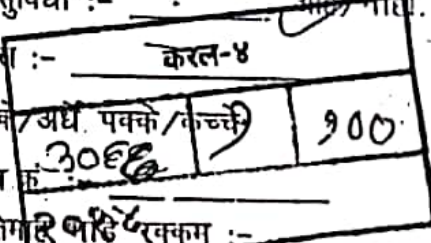
# महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१४

A-1.) महानगर पालिका

मुंबई

१. दस्ताचा प्रकार :- अनुरोध अनुच्छेद क्रमांक :- २५(ब)
२. सादरकर्त्याचे नाव :- आनंदेव वि. उकाडे
३. तालुका :- पुणे
४. गावाचे नाव :- अहमदनगर
५. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भूखंड क्रमांक :- ३३८
६. मूल्य दरविभाग (झोन) :- १११ उपविभाग :- १११
७. मिळकतीचा प्रकार :- सुलीजमीन निवासी कार्यालय दुकान आंदोषागत  
प्रति चौ. मी. दर १०३१००/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- कन्स्ट्रक्ट/ब्रिस्टलजम/चौ. मीटर १३५.६५
९. कारपाकिंग :- गच्ची :- पोटमाळा :-
१०. मजला क्रमांक :- ०१ उदवाहन सुविधा :- नाही
११. घसावा :- केरल-४
१२. आरसीसी/इतर पक्के/अर्धे पक्के/कच्चे १००
१३. बाजारमुद्रांक तक्त्यातील मार्गदर्शन सुचना क्र. ३०६६
१४. लिफ्ट अन् लायफ्टस दस्त १ :- प्रतिगट्टे रक्कम :-  
२ :- अनामत रक्कम/ आगावू भाडे :-  
३ :- कालावधी :-
१५. निर्धारित केलेले बाजारमुल्य :- १,३९,८५,५१५/-
१६. दस्तामध्ये दर्शविलेले मोबदला :- १,३१,२५,०००/-
१७. देय मुद्रांक शुल्क :- ६,९९,३००/- भरलेले मुद्रांक शुल्क
१८. देय नोंदणी फी :- ३०,०००/-



लिपीक

सह दय्यम निबंधक  
सह दय्यम निबंधक कुला-४





**CHALLAN**  
MTR Form Number-6

GRN	MH002014162201314M	BARCODE	Date 14/03/2014-16:19:51		Form ID 252
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Non-Judicial Customer-Direct Payment		TAX ID (If Any)		
	Sale of Non Judicial Stamps SoS Mumbai only		PAN No. (If Applicable)	AAAPU3661R	
Office Name	KRL2_JT SUB REGISTRAR KURLA NO 2		Full Name	S. S. KARDE AND OTHERS	
Location	MUMBAI		Flat/Block No.		
Year	2013-2014 One Time		Premises/Buil In		
Account Head Details		Amount In Rs.	Road/Street	135.65 Sqmtr. Bldg 101/C lower ASHFORD	
0030045501 Sale of NonJudicial Stamp		699300.00	Area/Locality	Nahur W. Mumbai	
			Town/City/District		
			PIN	4 0 0 0 7 8	
			Remarks (If Any)	PAN2=AAGCA4387B-PIN=AsMord mptech Pvt Ltd कलः 5000 30000 2 900 2014	
			Amount	Sixty Nine Thousand Three Hundred Rupees	
Total		699300.00	Words	Only	
Payment Details		BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	REF No.	02300042014031533457 153938311	
Cheque/DD No		Date	15/03/2014-11:05:37		
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		



**DEFACED**  
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Mobile No. : Not Available





**CHALLAN**  
MTR Form Number-6

GRN	MH002014287201314M	BARCODE	[Barcode]		Date	14/03/2014-16:24:20	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fees			TAX ID (If Any)				
	[Stamp: Director of Registration, Maharashtra]			PAN No. (If Applicable)				
Office Name	KURLA JT SUB REGISTRATION KURLA NO 2			Full Name	DNYANDEO V UKARDE AND OTHERS			
Location	MUMBAI			Flat/Block No.	338			
Year	2013-2014			Premises/Building				
Account No.	0030063301			Road/Street	135.65 Sq mtr B.up 101/C lower Ashford			
Amount In Rs.	30000.00			Area/Locality	Nahur W Mumbai			
				Town/City/District				
				PIN	4	0	0	0 7 8
				Remarks (If Any)	PAN2--PN=Ashford Infotech Pvt Ltd-C A=13125000			
				Amount In Words	Thirty Thousand Rupees Only			
Total	30000.00							
Payment Details	BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK				
Cheque/DD No	[Stamp: DEFACED]			Bank City	REF No.	02300042014031533487	153941337	
Name of Bank	[Signature]			Date	15/03/2014-11:10:42			
Name of Branch	सह दुय्यम निगमक कुर्ला-४ मुंबई उपनगर जिल्हा			Bank-Branch	BANK OF MAHARASHTRA			
Mobile No. /	Not Available			Scroll No. , Date	Not Verified with Scroll			

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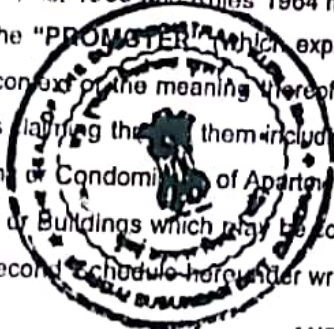


कार्य-४		
७५६०	४	२००
२०१४		

ARTICLES OF AGREEMENT made at Mumbai this 7<sup>th</sup> day  
of April In the Christian Year  
Two Thousand and Fourteen

BETWEEN  
**M/S. ASHFORD INFOTECH PRIVATE LIMITED, PAN No. AAGCA4387 B**

a Company incorporated under the provisions of the Companies Act, 1956,  
having its registered Office at 10, Ashford Centre, Shankarrao Naram Path,  
Opp Peninsula Corporate Park, Lower Parel, Mumbai - 400 013 being  
Promoter as defined under Section 2 (c) of the Maharashtra Ownership  
Flats (Regulation of the Promotion of Construction, Sale, Management and  
Transfer) Act 1963 and Rules 1964 made thereunder hereinafter referred  
to as the "PROMOTER" which expression shall unless it be repugnant  
to the context or the meaning thereof mean and include the Promoter or  
persons claiming through them including any Co-operative Society, Limited  
Company or Condominium of Apartments of Purchasers of premises in the  
Building or Buildings which may be constructed in the property described  
in the Second Schedule hereunder written) of the **ONE PART**



AND

MR./MRS./MISS. Dnyandee V. Hhal Ukarde &

Ms Santosh Dnyandee Ukarde

PAN No. AAAPU 3661R / AAOPU 7181Q of Mumbai

Indian Inhabitant/s residing at/having address at Universal Engg &  
Fabricators, 15/0, Shanti Industrial Estate, S.N. Road  
Thambe Nagar, Mulund (West) - 400080.

hereinafter called  
the "PURCHASER/S" (which expression shall unless it be repugnant to  
the context or the meaning thereof mean and include his/her/their heirs,  
executors and administrators) of the **OTHER PART.**

OR

\_\_\_\_\_, PAN No. \_\_\_\_\_  
 Company incorporated under the provision of the Companies Act, 1956  
 having its registered office at \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, 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 its successor) of the OTHER PART

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OR

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932  
 having its Registered Office at \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ hereinafter referred to  
 "THE PURCHASER/S" (which expression shall, unless it be repugnant  
 to the context or meaning thereof be deemed to mean and include its  
 partners for the time being, their successors and the last surviving partner)  
 of the OTHER PART

27/11/20



WHEREAS CEAT LIMITED (formerly known as Ceat Tyres of India Ltd) (hereinafter referred to as "Original Owner") is the Original Owner of those lease hold and free hold pieces or parcels of lands or ground together with the Buildings and structures standing thereon situate and being at Village Bhandup, Taluka Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and admeasuring 1,21,948.60 square meters or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "The Said Larger Property").

AND WHEREAS the said Larger Property is held by the Original Owner with Tenure "C" under the Property Register Card and

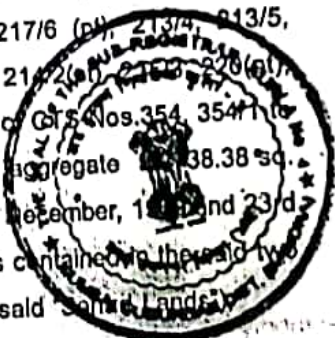


AND WHEREAS the Original Owner has constructed a Factory on the said Larger Property for the manufacture of automotive tyres and tubes comprising of various structures standing thereon including Factory Buildings, Administrative Building, Conference Centre, Research & Development Building, Canteen, Warehouses, etc

AND WHEREAS the Original Owner has represented to the Promoter that Original Owner has acquired the said Larger Property in the following manner:-

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(i) Under the provisions of the Land Acquisition Act, 1954 (1 of 1954) the Original Owner has acquired, part of lands bearing Old Survey Nos. 82/1, 82/2, 83/1 (pt), 83/2, 83/3, 83/4, 83/5, 84/1, 84/2, 84/3, 84/4, 84/5, 84/6, 84/7, 84/8, 85/1, 85/2, 85/3, 85/4, 85/5, 85/6, 85/7, 85/8, 85/9, 85/10, 85/11, 86/1, 86/2, 86/3, 86/4, 86/5, 86/7, 86/8, 86/9, 86/9, 89, 86/7 (New Survey Nos. 219, 218/1(pt), 220(pt), 217/9, 217/4(pt), 217/11, 218/6, 217/6 (pt), 217/6 (pt), 217/8, 218/1 (pt), 217/10, 217/12(pt), 217/12(pt), 218/2 (pt), 214/ 2 (pt), 216(pt), 214/3, 216 (pt), 217/2, 217/3, 217/1(pt), 217/6(pt), 217/5(pt), 217/7, 217/6 (pt), 213/4, 213/5, 213/6, 213/7, 213/8, 215/1(pt), 214/1, 214/2 (pt), 215/1 to 215/10 (pt), 215/1 respectively) (now forming a part of CTS Nos. 354, 354/1 to 12, 356, 357 & 338), admeasuring in aggregate 38.38 sq. mtrs. by way of two Sanads dated 29th September, 1975 and 23rd June, 1975 on the terms and conditions contained therein and two Sanads. (hereinafter referred to as the said Lands)



(ii) By and under a registered Conveyance dated 16th October 1970 (registered under Sr. No. BOM/R/4525/1970) made between Shri Kisan Jeevan Mhatre (therein referred to as the Vendor and hereinafter referred to as the said Kisan Mhatre) of the One Part and the Original Owner (therein referred to as the Purchaser) of the Other Part, the said Kisan Mhatre granted, released, conveyed, secured and transferred unto the Original Owner the land bearing Survey No. 213, Hissa No. 9 (part) (now forming a part of CTS No. 338) admeasuring about 607 sq. mtrs. or thereabouts on actual measurement 712.77 sq. mtrs. more particularly described in the Schedule hereunder written and shown delineated by red boundary marked at the consideration and the terms

(iii) By and under a registered Conveyance dated 16th October 1970 (registered under Sr. No.BOM/R/4521/1970) made between one Namdeo Manglya Vaity and seven others (therein referred to as the Vendor and hereinafter referred to as the said Namdeo Vaity and seven others) of the One Part and the Original Owner (therein referred to as the Purchaser) of the Other Part, the said Namdeo Vaity and seven others granted, released, conveyed, assured and transferred unto the Original Owner herein the land bearing Survey No.216 (part), (now forming a part of CTS No.338) admeasuring about 9384 sq. mtrs or thereabouts more particularly described in the Schedule thereunder written and shown delineated by red boundary line on the plan thereof thereto attached, at the consideration and on the terms and conditions contained therein (The Acquired Land B").

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AND WHEREAS by virtue of diverse purchases and acquisitions (Other Acquired Land") and upon resurvey the aggregate area of the Larger Property is 121,040.60 square meters as mentioned above are hereinafter Collectively referred to as "The Said Larger Property".

AND WHEREAS pursuant to the Application dated 12th August 1976 made by the Original Owner to the Joint Director of Industries and Ex- Officio Deputy Secretary to the Government General Administration Department by its Order dated 8th November 1977 under No.ULC/C-54/IC/GAD/1993 has granted exemption to the Original Owner under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 to hold the said Larger Property subject to the terms and conditions therein contained.

AND WHEREAS by Order dated 28th November 2007 under section 8(iv) of the Urban Land (Ceiling & Regulation) Act, 1976 bearing No.ULC/C/B-111054/SR-1/707 the Additional Collector & Competent Authority of Greater Mumbai has interalia held that the Original Owner does not hold any Surplus Vacant land in the said Larger Property and the Statement filed by the Original Owner under Section 6(i) of the said Act is consigned to the record.

AND WHEREAS In pursuance of an application made by the Original Owner vide its letter dated 28th December 2006 and 15th February 2007 by its Order dated 22nd January 2008, the Commissioner of Labour has granted NOC for the development / sale of the said Property.



AND WHEREAS by Agreement for Development dated 10th March 2008 and registered with the Sub Registrar of Assurances at Bandra under Serial No. 1714 of 2008 and made between the Original Owner herein therein also called the Original Owner of the One Part and the Promoter herein therein called the Developer of the Other Part, the Original Owner has agreed to grant to the Developer the development rights in respect of portion of the said Larger Property bearing C.T.S. No.338 (part) admeasuring 26,010.43 square meters or thereabouts together with the four structures standing thereon including right to utilize Floor Space Index ("F.S.I.") and Transferable Development Right ("T.D.R.") as may be permissible now and in future on the said portion more particularly described in the Second Schedule hereunder written being the same as described in the Second Schedule hereunder written (hereinafter referred to as "The Said Property") for the consideration and on the terms and conditions therein contained (hereinafter referred to as "The Said Agreement For Development").

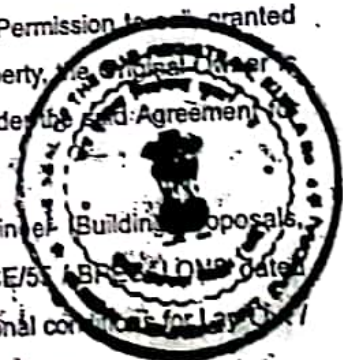
AND WHEREAS the Government of Maharashtra granted Permission to sell the said property to the Original Owner by its Order bearing No. LTH-07/2009/PRA.KRA 88-A-2 in the Revenue & Forest Department dated 18th September 2010 to the Original Owner on the terms and conditions therein contained.

AND WHEREAS pursuant to the said Permission granted by the Government in respect of the said property, the Original Owner is entitled to sell the said property as agreed under the said Agreement for Development with the Promoter.

AND WHEREAS the Executive Engineer (Building Proposals, Eastern Suburbs) by his Order bearing No. CE/51/BPES/10M dated 30th September 2008 stipulated further additional conditions for Layout Sub Division of the said Larger Property.

AND WHEREAS the Promoter has got the Building Plans sanctioned for the construction of the proposed multi storey Building on the said property of ground, first and second Podiums, stilt and further upper floors by Executive Engineer (Building Proposals, Eastern Suburbs) under No. CE/1228/BPES/AS dated 23rd April 2010 and I.O.D. is issued to the Promoter and Works Commencement Certificate dated 1st September 2010 is issued upto Plinth by the Executive Engineer, (Building Proposals, Eastern Suburbs) under No. CE/1228/BPES/AS dated 23rd April 2010 and

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referred to as "The Said Agreement For Development")			

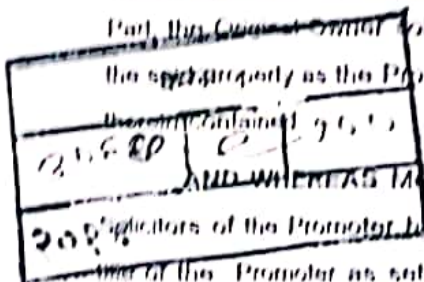




copies of E.C.D. and Commencement Certificate are annexed as Annexure "A" (collectively)

AND WHEREAS by Indenture of Mortgage dated 17th June 2011 and registered with the Sub Registrar of Assurances at Bandra under Serial No. 6665 of 2011 and made between the Promoter as the Borrower of the First Part, Original Owner as Grantor of the Second Part and State Bank of India as the Mortgagee of the Third Part, the Promoter have executed First Charge / Mortgage on the said property on the terms and conditions therein contained

AND WHEREAS by Deed of Conveyance dated 25th July 2011 and registered with the Sub Registrar of Assurances at Bandra under Serial No. 8108 of 2011 and made between the Original Owner as the Owner of the One Part and the Promoter as the Promoter/Purchaser of the Other Part, the Grantor of said deed, conveyed and assured unto the Promoter the said property as the Promoter/Purchaser on the terms and conditions therein contained



AND WHEREAS Messrs. Pannal K. Shroff & Co., Advocates & Solicitors of the Promoter have given their Report on Title certifying the title of the Promoter as set out in the said Report on Title dated 17th August 2011 and the Purchaser/s have accepted the said report on Title issued by Messrs. Pannal K. Shroff & Co., Advocates & Solicitors dated 17th August 2011 copy of which is annexed as Annexure "B" and the Purchaser/s shall not raise any objection or disputes regards the title of Promoter of the said Property



AND the said Larger Property stands in the Property Register Card in the name of the Original Owner and copy of the Property Register Card in the name of the Original Owner is annexed as Annexure

AND WHEREAS the Promoter is constructing proposed Building of ground floor and second podium, still and 46 upper floors and comprising of four (4) Towers on the podium utilizing the Floor Space Index available in respect of the said property and Transferable Development Rights T.D.R. F.S.I and F.S.I which may become available in lieu of providing Parking under D. C Regulation 33(24) of Development Control Regulations 1991 and all further and other F.S.I. which may become available on the said property and capable of being utilized on the said property from time to time

AND WHEREAS the Promoter has informed the Purchaser and the Purchaser is aware that the Building Plans for the construction of the said four (4) Towers to be known as "ASHFORD ROYALE" are duly sanctioned by the Municipal Corporation of Greater Mumbai, as per the Typical Floor Plan annexed as Annexure "D".

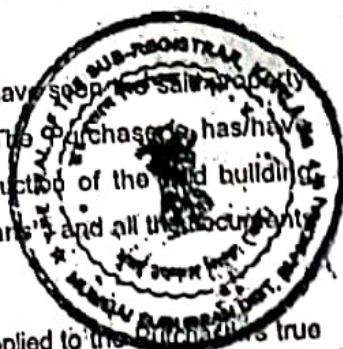
AND WHEREAS the Promoters have informed the Purchaser/s and the Purchaser/s is / are aware and agreed and confirm that Promoters are obtaining requisite permission and sanction for providing Parking Facility under D. C. Regulation 33 (24) of Development Control Regulations 1991 and obtaining F.S.I. in lieu thereof to be utilized in the said proposed Building "ASHFORD ROYALE" and obtain sanction of further other floors and which the Promoters intend to further increase as per T.D.R. or F.S.I. which may be and/or become available in future and Purchaser agrees and confirms that he / she / they has / have no objection with regards to the same

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AND WHEREAS the Promoter has agreed to sell and the Purchaser/s has / have agreed to purchase Flat No. 101 on the 1<sup>st</sup> Floor of Tower C of the proposed Building to be known as "ASHFORD ROYALE" to be constructed on the said Property on Ownership Basis for the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser/s has/have prior to the execution of this Agreement. The Purchaser/s has/have also taken inspection of the plans for construction of the building (hereinafter referred to as the "Sanctioned Plans" and all the documents referred to in the above recitals.



AND WHEREAS the Promoter has supplied to the Purchaser/s true copies of all such documents required to be handed over by the Promoter to the Purchaser/s under the provisions of Maharashtra Ownership Flats Act, 1963 prior hereto (hereinafter referred to as "MOFA") and Rule 4 of the Maharashtra Ownership Flats Rules, 1964 (hereinafter referred to as "The Said MOFA Rules") as desired by the Purchaser/s.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

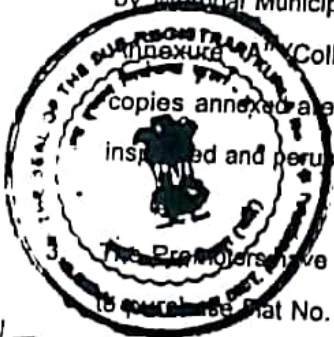
AND WHEREAS under Section 4 of MOFA Act, the promoters are



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

1 The Promoters are developing all that lease hold and free hold piece or parcel of land or ground hereditaments and premises together with the four structures standing thereon situate lying and being at Village Bhandup, Taluka Kurla in the registration District and Sub District of Mumbai City and Mumbai Suburban bearing Survey No.213, Hissa No.4, Survey No.213, Hissa No.5, Survey No.213, Hissa No.6, Survey No. 213, Hissa No.7, Survey No.213, Hissa No.8, Survey No.213, Hissa No.9, Survey No.214, Hissa No.1 (Part), Survey No. 214, Hissa No.2 (Part), Survey No.215, Hissa No.1 (Part), Survey No. 215, Hissa No.2, Survey No. 215, Hissa No.3 (Part), Survey No.216 (Part) and Survey No.220 (Part) and bearing City Survey No.338 (Part) admeasuring aggregate 28,010.43 sq. mtrs. or thereabouts and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "The Said Property").

30EAD 99 900  
2 The Promoters are constructing the proposed Building/s known as "ASHFORD ROYALE" as per the approved / sanctioned Plans in respect of which Works Commencement Certificate has been issued by Mumbai Municipal Corporation, copies whereof are annexed as Annexure "A" (Collectively) and the Purchaser/s confirm/s that the copies annexed are the copies of the said Plans and the same are inspected and perused/approved by the Purchaser/s.



The Promoters have agreed to sell and the Purchaser/s have agreed to purchase Flat No. 101 on the 1st Floor of Tower C admeasuring 113.04 Square Feet / Meters (Carpet Area) shown on the typical floor. Plan annexed as Annexure "D" of the proposed Building to be known as "ASHFORD ROYALE" to be constructed on the said Property on Ownership Basis as more particularly described in the Second Schedule hereunder written for the price of Rs. 1,31,25,000/- (Rupees One Crore Thirty one lacs Twenty Five thousand only) which shall be paid by the Purchaser to the Promoters.

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(a) A sum of Rs. 46,18,750 /- (Rupees Forty Six lacs Eighteen Thousand Seven hundred Fifty) only) as earnest or deposit on the execution of these presents (the payment and receipt whereof the Promoters do hereby admit and acknowledge and acquit, release and discharge the Purchasers from the payment and receipt thereof and every part thereof.)

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(b) A sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only) on commencement of excavation work.

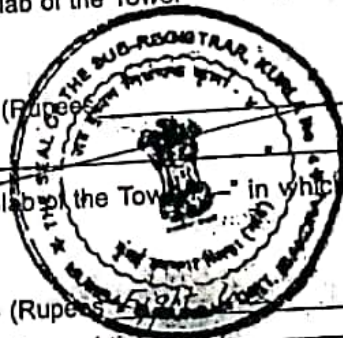
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(c) A sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only) on completion of construction of pumph of the Tower "\_\_\_\_" in which the said Flat is located.

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(d) A sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only) on the construction of 4th Slab of the Tower "\_\_\_\_" in which the said Flat is located.

(e) A sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only) on the casting of the 8th Slab of the Tower "\_\_\_\_" in which the said Flat is located.



(f) A sum of Rs. 8,89,600 /- (Rupees Eighty Nine thousand Six hundred) only) on the casting of the 12th Slab of the Tower "\_\_\_\_" in which the said Flat is located.

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(g) A sum of Rs. 8,89,600 /- (Rupees Eight lacs Eighty Nine Thousand Six hundred) only) on the casting of the 16th Slab of the Tower "C" in which the said Flat is located.

(h) A sum of Rs. 8,89,600 /- (Rupees Eight lacs Eighty Nine Thousand Six hundred) only) on the casting of the 20th Slab of the Tower "C" in which the said Flat is located.

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(i) A sum of Rs. 8,89,600 /- (Rupees Eight lacs  
Eighty nine Thousand Six hundred  
only) on the casting of the 24th Slab of the Tower "C" in which  
the said Flat is located.

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(j) A sum of Rs. 8,89,600 /- (Rupees Eight lacs  
Eighty Nine thousand  
only) on the casting of the 28th Slab of the Tower "C" in which  
the said Flat is located.

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(k) A sum of Rs. 8,89,600 /- (Rupees Eight lacs  
Eighty Nine Thousand Six hundred  
only) on the casting of the 32nd Slab of the Tower "C" in which  
the said Flat is located.

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(l) A sum of Rs. 8,89,600 /- (Rupees Eight lacs  
Eighty nine Thousand Six hundred  
only) on the casting of the 36th Slab of the Tower "C" in which  
the said Flat is located.

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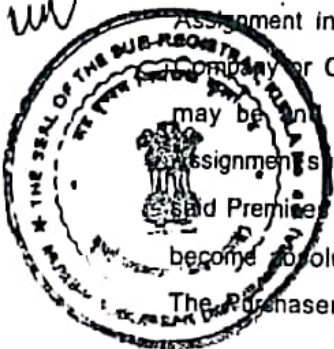
(m) A sum of Rs. 8,89,600 /- (Rupees Eight lacs  
Eighty Nine Thousand Six hundred  
only) on the casting of the 40th Slab of the Tower "C" in which  
the said Flat is located.

(n) A sum of Rs. 8,89,600 /- (Rupees Eight lacs  
Eighty nine Thousand Six hundred  
only) on the casting of the 44th Slab of the Tower "C" in which  
the said Flat is located.

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(o) A sum of Rs. 4,79,850 /- (Rupees Four lacs  
Ninety Nine Thousand Eight hundred Fifty  
only) on the Promoters offering possession of the said Flat  
as licensee pending execution of Deed of Conveyance and/or

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Assignment in favour of any Co-operative Society or Limited  
Company or Condominium of Apartment Owners as the case  
may be upon execution of such Conveyance and/or  
Assignment such personal licensee to enter upon and enjoy the  
said Premises in favour of the Purchaser/s shall automatically  
become absolute owner in possession of the said premises.  
The Purchaser/s shall pay the amounts as aforesaid on the

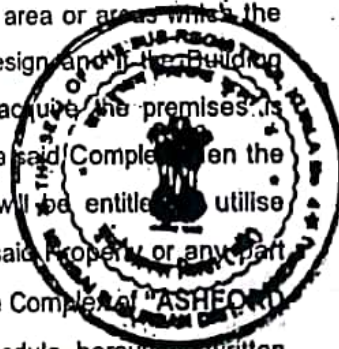
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due date without fail and without any delay or default or demur as time in respect of the said payments is of the essence of the Agreement. The Promoters will forward to the Purchasers intimation of the Promoters having carried out the aforesaid work at the address given by the Purchasers under this Agreement and the Purchasers will be bound to pay the amount of installments within eight days of Promoters dispatching such intimation Under Certificate of Posting at the address of the Purchasers

4. The Promoters have informed the Purchasers and the Purchasers are aware that the said Property more particularly described in the Second Schedule hereunder written belonging to the Promoters and the Promoters have got sanctioned Building Plans for the construction of the proposed Building thereon to be known as 'ASHFORD ROYALE'. The Purchaser further confirm and irrevocably consent to the Promoters amalgamating or sub-dividing or allowing the said Property to be developed in part or parts to the nominee or nominees or assignee or assignees of the Promoters and to give on lease, sub-lease or under lease of the said Property or any part thereof including converting the tenure of the said Property from free hold to lease hold as the Promoters may desire and the Purchasers hereby unconditionally and irrevocably consent to the same.

5. The Purchaser/s hereby expressly consent to the Promoters redesigning any building or buildings or the recreation area or internal road and passages and such other area or areas which the Promoters may desire to realign and re-design and if the Building in which the Purchaser/s has agreed to acquire the premises is completed earlier than other Buildings in the said Complex the Purchaser/s confirms that the Promoters will be entitled to utilise any F.S.I. which may be available on the said Property or any part thereof as the case may be and till the entire Complex of "ASHFORD ROYALE" as set out in the Second Schedule hereunder written is completed and the F.S.I. available on the said Property is duly utilised by the Promoters and the amount or amounts receivable by the Promoters is/are duly received by the Promoters and all the obligations required to be carried out by the Purchaser/s herein and the Purchaser/s of premises from the said Promoters are fulfilled by

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agrees and irrevocably consent not to have any demand or dispute or objection in that behalf

6. Notwithstanding what is contained herein to the contrary it is expressly agreed between the Promoters and the Purchaser that:-

(i) The Purchaser/s is fully aware that the Promoters are developing the said property more particularly described in the Second Schedule hereunder written

(ii) The Purchaser is fully aware that the Promoter is constructing proposed Building of ground first and Second Podium, stilt and 46 upper floors and comprising of Four (4) Towers on the Podium utilizing the Floor Space Index available in respect of the said property and Transferable Development Rights T.D.R. F.S.I and F.S.I. which may become available in lieu of providing Parking under D. C. Regulation 33(24) of Development Control Regulations 1991 and all further and other F.S.I. which may become available on the said property and capable of being utilized on the said property from time to time.

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(iii) The Promoter will utilize the F.S.I. available on the said property anywhere on the said property by making necessary changes or amendments in the Building Plans as the Promoters may desire or deem fit

(iv) The Building Plans for construction of the said proposed Building to be known as "ASHFORD ROYALE" are duly sanctioned by the Municipal Corporation of Greater Mumbai and I.O.D. is received, as per the Typical Floor Plan annexed as Annexure



Purchaser/s hereby give/s his/her/their express and irrevocable consent under Section 77A of Maharashtra Ownership Flats Act, 1963 (MOFA 63) as follows:-

(a) To change, revise or modify the Building Plans of proposed Building to be known as "ASHFORD ROYALE".

(b) To get further sanctions as per Typical Plan annexed as Annexure "D" on Building Complex to be known as "ASHFORD ROYALE".

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(c) To amalgamate or subdivide the said property from time to time.

(d) To change, amend or modify the Building Plans of Building Complex to be known as "ASHFORD ROYALE" for construction of further floors utilizing any FSI of the property or TDR FSI capable of being utilized on the said property or any further or other F.S.I. allowed, sanctioned or introduced by the State of Maharashtra or by Mumbai Municipal Corporation by change in law or Regulations as per Typical Floor Plan annexed as Annexure "D" as further floor or floors on the said Building Complex to be known as "ASHFORD ROYALE" as the Promoters may desire or deem fit.

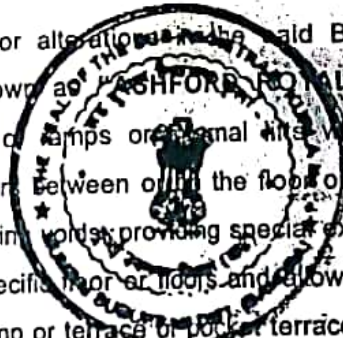
(e) The Promoters are fully authorized to relocate or revise the location of open spaces, recreation area, building line, ramp and all other areas of the said property and in balance portion of the said property as the Promoters may desire or deem fit from time to time.

(f) To change user of any premises in the said Building Complex to be known as "ASHFORD ROYALE" and to allow and permit such user or users in the said Building Complex to be known as "ASHFORD ROYALE" and the Building on the adjoining portion of the said property as the Promoters may desire or deem fit from time to time.

(g) To make additions or alterations in the said Building Complex to be known as "ASHFORD ROYALE" by installing any ramp or ramps or internal lifts within or between floor or floors, between or in the floor or floors, making voids, enclosing voids, providing special exclusive lift or lifts for any specific floor or floors and allowing use of any Podium or ramp or terrace or porch or terrace or the terrace of any specific floor or floors or terrace on the top floor as the Promoters may desire or deem fit from time to time.

(h) All the changes, amendments and modifications to the Building Plans which the Promoters may do or caused to be done from time to time before receipt of the Occupation

The Promoters may desire or करल-४		
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to relocate or revise the		
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Certificate or part Occupation Certificate or thereafter and before receipt of Building Completion Certificate or thereafter are hereby irrevocably approved, accepted and confirmed by the Purchaser and the Purchaser/s shall not take any objection or dispute the same in any manner whatsoever at any time hereafter.

- (i) The Purchaser/s hereby confirms and gives his/her/their express and irrevocable consent for the Promoter to develop Public Parking under D.C. Regulation (24) of Development Control Regulations 1991 and hand over the same to Municipal Corporation of Greater Mumbai and/or any other Public Body or Authority and grant title to such Authority to the said Public Parking Area with exclusive entry and exit and such area will not form part of any Co-operative Society, Limited Company or Condominium of Apartments of the prospective Purchasers of premises in the said Building "ASHFORD ROYALE" and Promoters shall be entitled to obtain and appropriate all the benefits in lieu of such Public Parking Space including but not limited to any additional F.S.I. or development rights and utilize the said F.S.I. and/or development rights on the said property more particularly described in the Second Schedule hereunder written or anywhere else as the Promoters may desire or deem fit without any further or other consent or concurrence of the Purchaser/s.

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- (vi) The Purchaser/s hereby expressly and irrevocably agree and confirm with the Promoters that he/she/they is/are fully aware of the permission granted by the Government of Maharashtra including District Collector, Mumbai Suburban District dated 4th March 2011 and all the conditions stipulated by the Government of Maharashtra including by the said permission granted by the District Collector dated 4th March 2011 and some of the said conditions are reproduced in Annexure "E" annexed hereto are binding upon the Purchaser/s and Purchaser/s shall observe and perform the same at their own costs.

7. Notwithstanding what is contained herein to the contrary it is expressly agreed between the parties that the Promoters will at their

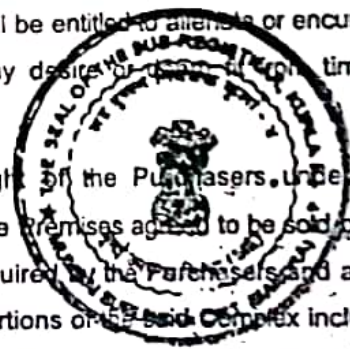




sole option be entitled to transfer the said property or any part or parts thereof in one lot or as many lot or lots as the Promoters may desire by way of lease for a period of 99 years with right of renewal and with rent of Re.1/- in favour of either any Co-operative Society or Limited Company or Condominium of Apartments to be formed under Maharashtra Apartment Ownership Act, 1970. It is clarified that the title of the said property and/or part thereof will be leasehold title and Promoters at their option will make Statutory Declaration under the Maharashtra Apartment Ownership Act, 1970 declaring that the said property will be held subject to provision of Maharashtra Apartment Ownership Act, 1970 and retaining unto the Promoters all the rights including right to utilize FSI TDR, further and other FSI and TDR and FSI which may become available due to change in Development Control Regulations or due to any change in law or Regulation introduced by State of Maharashtra or Mumbai Municipal Corporation or Local Body or Planning Authority as the Promoters may desire or deem fit. It is understood that the Promoters will be entitled to hold, develop and transfer the said property as unsub-divided portion of Lay Out Property and hold, develop, enjoy and transfer the said property as unsub-divided portion of Lay Out Property on leasehold basis under Maharashtra Apartment Ownership Act, 1970. It is further agreed and confirmed that the Promoters shall always have the reversionary rights in respect of the said property and the Lay Out property i.e. larger property and which rights will be transferable and alienable rights and Promoters will be entitled to alienate or encumber the same as the Promoters may desire for the time to time.

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- It is expressly agreed that right of the Purchasers under this Agreement is only restricted to the premises agreed to be sold by the Promoters and agreed to be acquired by the Purchasers and all the other premises and portion or portions of the said Complex including the Lay Out area including roads, recreation ground etc. shall be the sole property of the Promoters and the Promoters shall be entitled to develop the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchasers in any manner whatsoever. The Purchasers do hereby confirm and consent to the irrevocable right of the Promoters to develop the said Complex known as "ASHFORD ROYALE" on the said Property more



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more particularly described in the Second Schedule hereunder written in the manner deemed fit by the Promoters without any further or other consent or concurrence in future of the Purchasers and/or the Co-operative Society/ Limited Company/ Condominium of various Flat Purchasers

9. The Promoters have informed the Purchasers and Purchasers are aware that the said Property stands in the name of the Original Owners in the Property Register Card and the copy of the said Property Register Card is annexed as Annexure "C".

10. In the event of Promoters permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of Purchasers Building wise, Wing-wise, Zone-wise or Phase-wise in the said Complex more particularly described in the Second Schedule hereunder written as the Promoters may desire in their sole discretion

and such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company or Condominium of Apartments and shall not take charge or demand administration of the said building or buildings of the said "ASHFORD ROYALE" Complex more

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particularly described in the Second Schedule hereunder written till all the Buildings are duly completed by the Promoters and sub-developer appointed by Promoters and till entire F.S.I. available in respect of the said Property more particularly described in the Second Schedule hereunder written is duly utilised by the Promoters and



any further or other F.S.I. which may become available in respect of the said Property for development is fully utilised by the Promoters and their sub-developers all the Purchaser/s of the said Premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the said Premises with the Promoters as contained herein without any delay or default or demur. The Promoters further confirm that any such proposed Society, Limited Company or Condominium of Apartment Owners or Adhoc Committee shall be subject to overall paramount rights of the Promoters and control and management by the Promoters alone.

11. Notwithstanding what is contained herein to the contrary the Promoters shall be entitled to convey or demise the said Property or any part thereof or portion or portions thereof either Building-wise, or

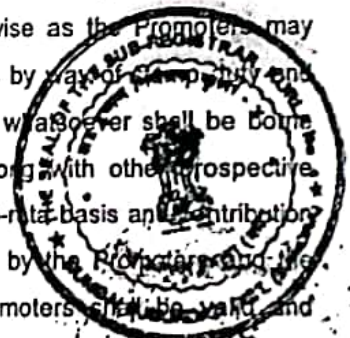


Wing-wise to independent Society, Limited Company or Condominium of Apartments Owners or Body of persons or associations of persons as the case may be and the option to be selected and exercised by the Promoters shall be the sole option of the Promoters and the Purchaser/s confirm that neither the Purchaser/s herein nor any body of prospective Purchaser/s will be entitled to call upon or compel the Promoters to select any specific option as the case may be.

12. It is expressly agreed that it will be the sole option of the Promoters to convey or demise such land appurtenant and such portion of the recreation area and internal access road area with common or exclusive right to use as the Promoters may desire to any Society, Limited Company or Condominium of Apartments Owners as the case may be and neither the Purchaser herein nor the Body of prospective purchasers shall be entitled to dispute or to object or to oppose the decision of the Promoters in that behalf.

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13. Subject to terms of this Agreement being fulfilled and subject to provisions of this Agreement the Promoters shall themselves execute conveyance or conveyances in respect of the said Property or any part thereof or execute lease or sub-lease or under-lease or Assignment in respect of the said Property or any part thereof either portion wise or wing-wise or building-wise as the Promoters may desire and all costs, charges, expenses by way of stamp duty and registration fee and all other expenses whatsoever shall be borne and paid by the Purchaser/s alone along with other prospective Purchaser/s of the said premises on pro-rata basis and contribution of the Purchaser/s shall be determined by the Promoters and the Contribution as demanded by the Promoters shall be valid and binding upon the Purchaser/s and the Purchaser/s shall not object to or oppose or dispute the same in any manner whatsoever. Simultaneously along with conveyance and/or lease and/or Assignment in respect of the said Property or any part thereof being executed the Promoters shall also hand over or cause to be handed over possession of the said Premises to the Purchaser/s herein along with all other prospective Purchaser/s as the case may be.



14. Notwithstanding what is contained herein to the contrary it is expressly agreed between the parties that the Purchaser/s have agreed to purchase the said Premises knowing fully well that non-



statement of the amount or amounts in respect of maintenance and  
 and/or payments in respect of the said premises regularly will result into  
 not only inconvenience and prejudice to the Purchaser/s but shall  
 cause inconvenience and prejudice to all occupants of the complex  
 to be known as "ASHFORD ROYALE" and therefore nonpayment  
 of the aforesaid charges as set out in Clause (13) hereof the same  
 will result into fundamental breach of contract and the Promoters or  
 persons claiming through the Promoters including other occupiers  
 of the Tower "A" "B" "C" and "D" in the Complex to be known as  
 "ASHFORD ROYALE" shall be entitled to terminate this Agreement  
 and refund the amount or amounts paid by the Purchasers to the  
 Promoters without any costs, charges or expenses and whereupon  
 the Purchaser/s will be liable to quit, vacate and deliver quiet, vacant  
 and peaceful possession of the said Premises to the Promoters or  
 the persons claiming through them without encumbrances and the

Purchaser/s agree not to raise any dispute differences or objection  
 in that behalf  
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 It is expressly agreed that the Purchaser/s shall be entitled to use and  
 enjoy of the common areas and facilities along with the said Premises  
 and the nature, extent and description of such common areas and  
 facilities and percentage of undivided interest which the Purchasers  
 will enjoy in the common areas and facilities appurtenant to the  
 said Premises agreed to be sold is set out in the Third Schedule  
 hereunder written

16 It is expressly agreed that the Purchasers shall be entitled to the  
 limited common areas and facilities along with the said Premises  
 and the nature and description of such limited common  
 areas and facilities and the percentage of undivided interest which  
 the Purchaser/s will enjoy  
 in the limited common areas and facilities appurtenant to the said  
 Premises agreed to be sold is set out in the Fourth Schedule  
 hereunder written.



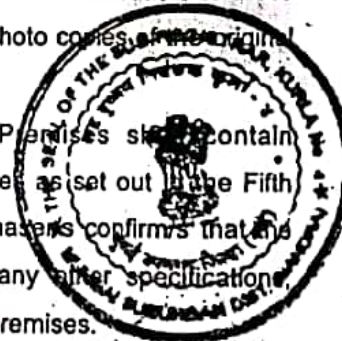
17 It is expressly agreed between the Promoters and the Purchaser/s  
 that the said Premises shall be utilised for residential purposes and  
 for no other purpose or purposes whatsoever. The Purchaser/s  
 agree/s not to change use of the said Premises without prior consent  
 in writing of the Promoters which the Promoters will be entitled to  
 refuse if they so desire and any unauthorised change of user by

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the Purchaser/s shall render this Agreement void/voidable and the Purchaser/s in that event shall not be entitled to any such right arising out of this Agreement.

18. The Promoters have obtained a Report on title from M/s. Parimal K. Shroff & Co., Advocates and Solicitors of the Promoters to the Property more particularly described in the Second Schedule hereunder written. The copy of the Certificate is annexed as Annexure "B". The Purchaser/s confirm/s having inspected the original Report on title and the Purchaser/s further confirms that the copy annexed hereto is the copy of the original Report on title inspected by the Purchaser/s. The Purchaser/s accepts the said Report on Title of the Advocates and Solicitors of the Promoters and the Purchaser/s agree/s not to raise any further or other requisitions or objections to the title issued by the Advocates & Solicitors of the Promoters to the said Property.
19. The Property Register Card in respect of the said Larger Property stands in the name of the Original Owner and copies of the said Property Register Card are annexed as Annexure "C" and the Purchaser/s confirm/s that the inspection of the original records has been taken by the Purchaser/s prior to the execution of these presents and the copies annexed are the photo copies of the original records inspected by the Purchaser/s.
20. It is expressly agreed that the said Premises shall contain specifications, fixtures, fittings and amenities as set out in the Fifth Schedule hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.
21. The Promoters confirm that they are developing the said Property in accordance with the sanctioned plans and that the Floor Space Index available on the said Property is not utilised by the Promoters elsewhere.
22. The Purchaser/s confirm/s that the Promoters have given full free and complete inspection of documents of title in respect of the said Property including the said Agreement for Development referred to in the Report on Title given by M/s. Parimal K. Shroff & Co., Advocates & Solicitors annexed as Annexure "B" and the Purchaser/s confirm/s

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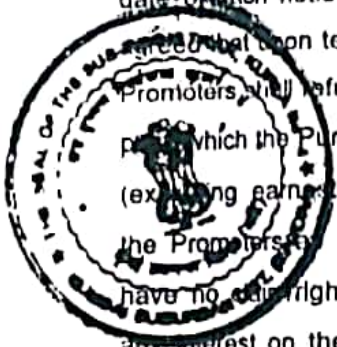




23. The Purchaser/s confirm/s that the installments payable by the Purchaser/s under these presents shall be on the due dates without any delay or default at any time in respect of payment of each of the installments and in respect of all amounts payable under these presents by the Purchaser/s to the Promoters is of the essence of the contract. If the Purchaser/s makes delay or default in making payment of any of the installments or amounts, the Promoter shall be entitled to claim liquidated damages by way of interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoters which shall be without prejudice to their other rights and remedies in law and under these presents. It is further agreed that on the Purchaser/s committing

default in payment of		
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amounts under these presents on the due date (including his/her		
proportional share of taxes, rates, cesses, other charges, betterment		
charges and all other outgoings), the Promoters shall be entitled at		
their option to terminate this Agreement. PROVIDED AND ALWAYS		

that the power to terminate herein contained shall be exercised by the Promoters after giving the Purchaser/s 7 (seven) days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Purchaser/s continues the default in remedying such breach or breaches within the stipulated period of 7 (seven) days from the date of such notice from the Promoters, in that event it is further agreed that upon termination of this Agreement as stated herein, the Promoters shall refund to the Purchaser/s the installments of the sale price which the Purchaser/s may have till then paid to the Promoters (excluding earnest money deposit, which will be appropriate by the Promoters) liquidated damages, on which Purchaser/s shall have no claim (right) but the Promoters shall not be liable to pay any interest on the amount so refunded. Upon termination of this Agreement and refund of the aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said Premises, to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Purchasers shall have no right in that behalf.



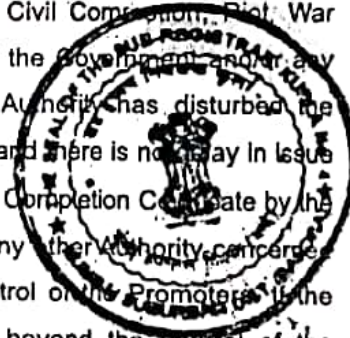
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24. The Promoter will sell all premises intended to be constructed on the said Property with a view that ultimately the Purchaser/s of all the premises in the said buildings shall be admitted to such Co-Operative Housing Society, Limited Company or Condominium of Apartments Owners of all such prospective Purchaser/s of premises (hereinafter referred to as "The Said Organisation") and upon the Purchasers of all the premises in such building/buildings paying in full their respective dues payable by them to the Promoters and complying with the terms and conditions of their respective Agreement with the Promoters, the Promoters shall convey and transfer the said Property in favour of the said Organisation of various purchases of Premises.

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25. It is expressly agreed that the possession of the said Premises will be handed over by the Promoters to the Purchasers by 30<sup>th</sup> day of December 2016 provided the Promoters have received the full purchase price of the said Premises and other amounts payable by the Purchasers to the Promoters under these presents and provided the construction by the Promoters is not delayed on account of non-availability of steel, cement and other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, order, rule notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Promoters and there is no delay in issue of Occupation Certificate and/or Building Completion Certificate by the Mumbai Municipal Corporation and/or any other Authority concerned and for circumstances beyond the control of the Promoters. If the Promoters for the aforesaid reasons beyond the control of the Promoters are unable to give possession of the said Premises by the date stipulated hereinabove then the Promoters agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said Premises with simple interest at the rate of 9% per annum from the date the Promoters received the sum till the dates the amounts and interest thereon is re-paid by the Promoters to the Purchaser/s. Till the entire amount and interest as stated is refunded by the Promoters to the Purchaser/s they shall subject to prior encumbrances if any, be a charge on the said Property as well as the Premises in question. It is agreed that upon refund of the said amount together with interest as



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... demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or against the said Property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose off the said Premises to any person or party as the Promoters may desire at their absolute discretion.

26. Upon the purchasers taking possession of the said Premises, he/she/they shall have no claim against the Promoters as regard the quality of the building material used for construction of the Premises or the nature of the construction of the said Premises or otherwise howsoever provided however that if within a period of three years from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any defect in the said Premises or the building in which the said Premises are situated or the material used therein or any unauthorised change in the construction of the said Premises, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorised changes then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defects or changes

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27. The Purchaser/s hereby agrees that in the event of any amount by way of premium of security deposit is payable to the Mumbai Municipal Corporation or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature becoming payable by the Promoters the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the said Premises to the total area of the project determining such amount at the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of Internal Roads, and access to the said property, drainage, lay out and all other facilities including providing for any transport facilities to the purchaser/s



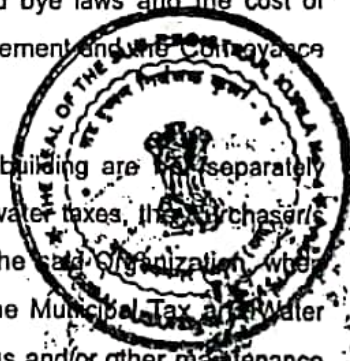
of premises in the said Building and maintenance, insurance and replacement time to time till the charge of the said property is handed over to such Society or Limited Company or Condominium of Apartment Owners as the case may be.

28. The Purchaser/s shall at the time of handing over possession of the said premises pay to the Promoters a sum of Rs. NIL <sup>L</sup> ML towards Share Money, Legal, Cost, Balcony Cover Charges, Development Charges, Deposits of Electric and Water Meters, Mahanagar Gas Ltd connection and all such deposits, charges, premium in proportion to the area of the premises as mentioned in clause 3 above. The above mentioned amount shall be free of interest and determined by the Promoters and the discretion of the Promoters shall be final and binding upon the Purchaser/s. The Promoters shall not be liable to give any account and ~~and~~ the above mentioned amount and the same shall not be demanded by the Purchaser/s.

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(A) The Promoters shall utilise the part of the amount paid under clause 27 hereinabove for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with formation of the said Organization preparing its rules, regulations and bye laws and the cost of preparing and engrossing the Agreement and the Conveyance or Conveyances or Assignment.

(B) So long as each flat in the said building are ~~is~~ separately assessed for Municipal taxes and water taxes, the Purchaser/s shall pay to the Promoters, or to the said Organization, when formed, a proportionate share of the Municipal Tax and Water Tax assessed on the whole Buildings and/or other maintenance charges as may be decided by the Promoters and/or such organization as the case may be on the basis of the area of each flat etc. including those which are not sold and disposed, off by the Promoters in advance for a minimum period of 36 months by way of Deposit from time to time. However the municipal property taxes in respect of the unsold premises shall be borne and paid by the Promoters. The Promoters will also be





21. The Purchaser/s hereby agrees and undertake/s that simultaneously with the last installment the Purchaser/s shall deposit with the Promoters a sum of Rs. 50,00,000/- (Rupees 50 Lakhs only) as contribution towards the corpus fund. The Promoters shall invest the said contribution from all the Purchasers in fixed deposit or mutual funds or such other investments as the Promoters may decide at their discretion from time to time and the interest accrued thereon shall be utilized to defray the expenses for maintenance, repairs, renovation, upkeep and improvement of the said building or any part or parts thereof. The aforesaid corpus will be in addition to the other amount or amounts payable by the Purchaser/s to the Promoters under this Agreement. However, the Purchaser/s shall not be entitled to claim any interest on the said amount or adjustment towards any amount due and payable by him/

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her/them under this Agreement. The said corpus will be finally handed over and given by the Promoters to the Co-operative Company or Condominium of Apartment Owners as the case may be.

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Notwithstanding anything contained in this Agreement the Purchaser/s hereby agree to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the Sixth Schedule hereto. Such share to be determined by the Promoters having regard to the area of each of the said premises. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses of municipal taxes and outgoings.



30. In respect of premises in the said Building shall not be separately assessed for municipal taxes and water taxes, the Purchaser/s shall pay to the Promoters or to the said organisation when formed a proportionate share of the municipal tax and water tax assessed on the whole Building, such proportion to be determined by the Promoters on the basis of the area of each of the said premises in the said Building. The Purchaser/s along with the other premises holders will not require the Promoters to contribute a proportionate share of the maintenance charges of the premises which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of the municipal taxes on account of the vacancy of the said Premises.

31. The Purchaser/s shall from and after the date of receipt by him/ her/ them of the notice from the Promoters to take possession of the said Premises regularly pay every month irrespective of possession being taken or not towards taxes, salary of the persons appointed by the Promoters, to manage and look after the building, the Chowkidars, liftmen, sweepers, insurance premium etc. and other outgoings and expenses including the outgoings mentioned in the Sixth Schedule hereto.

32. The Purchaser/s shall not use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said Building ~~or for any illegal or immoral purpose or unauthorised purpose~~

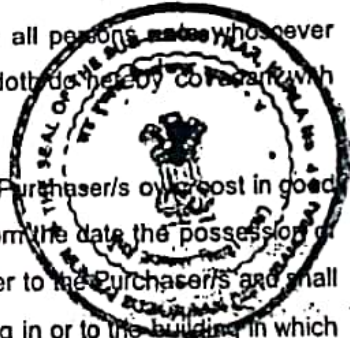
33. If the Promoters are not able to give possession of the said premises to the Purchaser/s on account of any reasonable cause of circumstances beyond their control ~~the Purchaser/s shall not be entitled to any damages whatsoever but he/she/they shall be entitled to remedies available under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale, management and transfer) Act, 1963.~~

34. The Purchasers with intention to bring all persons ~~who~~ who never hands the said Premises may come, doth do hereby covenant with the Promoters as follows:-

(a) To maintain the said premises, at Purchaser/s own cost in good tenantable repair and condition from the date the possession of the premises has been handed over to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any of the authority or change/s or make addition in or to the 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 are so heavy as to damage the construction or structure of the Building in which the said Premises is situated or storing of goods which are objected to by the concerned local or other authority and

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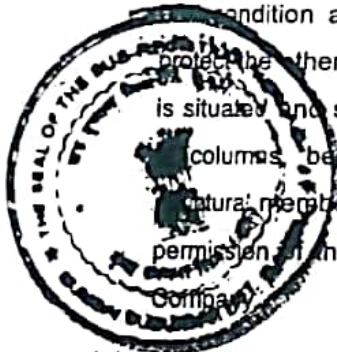


floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchaser/s shall be liable for the consequences of the breach.

- (c) To carry at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffering to be done anything in or to the building in which the said Premises is situated or the said Premises which may be against the rules, regulations and bye-laws of the 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 the concerned 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, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repair condition and in particular, so as to support shelter and protect the other parts of the Building in which the said Premises is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., parda or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society or the Limited Company.



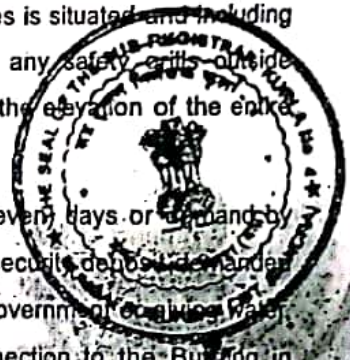
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and Building in which the said Premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound

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or any portion of the said land and the Building in which the said Premises is situated.

- (g) That no portion of the Common areas shall be damaged due to carrying of goods and/or material while carrying out interior work in the said premises. In case of such damage has been caused for whatsoever reasons, the purchaser to repair the same and/or restore the said damaged portion to common areas at his/her/their costs, charges and expenses. The Purchaser will not claim any amount towards the said repairs and/or restoration work from the Promoters. If the Purchaser/s fail/s to restore and/or repair the said portion and if the Promoters are required to carry out repairs and/or restoration thereof, the purchaser shall be liable to reimburse the expenses and/or costs, charges and expenses thereof to the Promoter.
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- (h) The Purchaser will not extend windows (aluminum sliding windows and doors) and/or change the original size of the window which will damage the said premises or any part thereof, or at any time make any addition or alteration thereof which will cause damage to the said building and outside colour scheme of the building in which the said premises is situated and including that the Purchaser shall not install any safety grills outside the window and other areas so that the elevation of the entire building is maintained.
- (i) To pay to the Promoters within 7 (seven) days or demand by the Promoters his/her/their share or security deposits demanded by the concerned local authority or Government of charges for electricity or any other service connection to the Building in which the said Premises is situated.
- (j) To bear and pay increase in local taxes, water charges, Insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s, viz. user for any purposes other than for residential purpose.
- (k) The Purchaser/s shall not be entitled from the date hereof to sell or transfer the said premises or his/her/their rights under this Agreement till completion of period of two years from the date

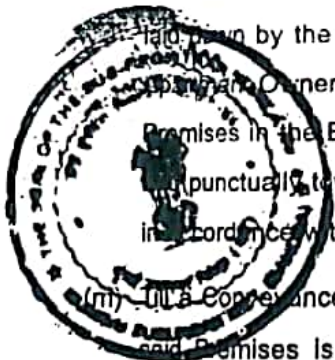


of receipt of Occupation Certificate and the Purchaser shall not be entitled to let, sub-let transfer assign or part with the said Premises interest or benefit of this Agreement or part with the possession of the said Premises within a period of 2 years from the date of receipt of Occupation Certificate and until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has applied in writing to the Promoters for permission and only if Purchaser/s have paid Rs.500/- (Rupees Five Hundred only) per Sq. Ft. to the Promoters in advance and have obtained permission in writing from the Promoters in advance in that behalf.

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(i) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Condominium of Apartment Owners 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 performance of the Building Rules, regulations and bye-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company or Condominium of Apartment Owners regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

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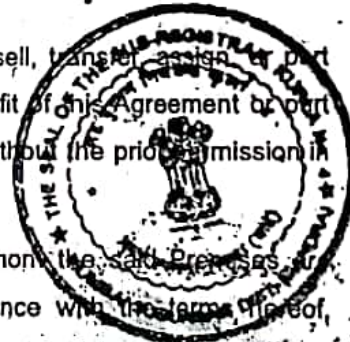
(ii) In a Conveyance and/or Assignment of Building in which the said Premises is situated is executed, the Purchaser/s shall permit the Promoters and his/their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part or whole of the Premises to view and examine the state and conditions thereof.

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35. At the time of registration of the said Premises, the Purchaser/s shall pay to the Promoters the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company or Condominium of Apartments on the Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company or Condominium of Apartment Owners.
36. The Purchaser/s shall from the date of his/her taking possession maintain the said Premises at his/her/their cost in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said building or the said Premises, staircase, lift, stilt portion and common passages which may be against the rules and bye laws of the Mumbai Municipal Corporation or any other authority and nor shall Purchaser/s change alter or make additions to or to the said Building or any part thereof. The Purchaser/s shall be responsible for any breach of this provision.
37. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said Premises the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Property more particularly described in the Second Schedule hereunder written.
38. The Purchaser/s shall not let, sub-let, sell, transfer or assign part with his/her/their interest under or benefit of this Agreement or part with possession of the said Premises without the prior permission in writing of the Promoters.
39. The Purchaser/s and the person to whom the said Premises are permitted to be transferred in accordance with the terms thereof, shall from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoters or the Co-operative Society and/or the Limited Company and/or Condominium of Apartment Owners (as the case may be) and may require for safeguarding the interest of the Promoters and/or the Purchaser/s and other Purchaser/s in the said Property more particularly described in the Second Schedule hereunder written.
40. The Purchaser/s and the person to whom the said Premises is permitted to be transferred with the expressed written consent of the Promoters and shall observe and perform all the provisions of

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the byelaws and/or the rules and regulations of the Co-operative Society or Limited Company or Condominium of Apartments/ Original Owners as and when required and/or all the provisions of the Memorandum and Articles of Association of the Limited Company, when incorporated and/or the Condominium of Apartments and the addition alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye-Laws for the time being of Mumbai Municipal Corporation and other local and/or public bodies. The Purchasers and persons to whom the said Premises are allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Limited Company or Condominium of Apartments as the case may be regarding the occupation and use of the said Premises and the said Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other

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the Promoters and the Purchaser/s that commencing a week after the notice in writing is made by the Promoters to the Purchasers that the Premises is ready for use and occupation the Purchasers shall be liable to take and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) all outgoings in respect of the said Property and the proposed Building including local taxes, cesses, rates and other charges, betterment charges and all other rules by the local authority, government, water charges Insurance charges, common lights, repairs, salaries of clerks Bill Collector's charges, Chowkidar and Sweepers charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building and until the Property is transferred to any Co-operative Society, Limited Company or Condominium of Apartment Owners as the case may be the Purchaser/s shall pay to the Promoters the proportionate share of outgoings as may be determined by the Promoters. The Purchasers further agrees that till the Purchasers share is so determined the Purchasers shall pay to the Promoter, the provisional monthly contribution of Rs. 12,000/- per month in advance for 36 months towards such outgoings and taxes the amount so paid by the Purchaser/s to the Promoters shall not carry any interest and remain



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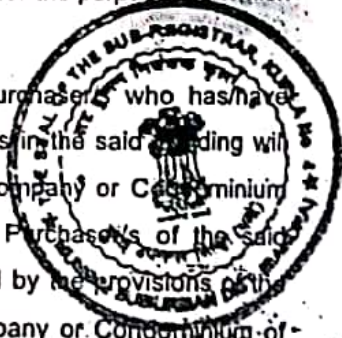
with the Promoter till the Conveyance and/or Assignment is executed in favour of any Society or Limited Company or Condominium of Apartments as the case may be subject however to the provisions of Section 6 of the Maharashtra Ownership Flats Act, 1963. On such Conveyance and/or Assignment being executed the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Society or Limited Company or Condominium of Apartment Owners as the case may be. After the expiry of 36 months as mentioned above and during which time the Society or Limited Company or Condominium of Apartment Owners is not formed, the Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings and charges, regularly on the 5th day of each month in advance and shall not withhold the same for any reason whatsoever.

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42 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Limited Company or Condominium of Apartment Owners or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

43 The Purchaser/s along with the other Purchaser/s who has/have taken or who may take the other Premises in the said building will form a Co-operative Society or Limited Company or Condominium of Apartment Owners. The rights of the Purchaser/s of the said Premises will be recognized and regulated by the provisions of the said Cooperative Society or Limited Company or Condominium of Apartment Owners and the rules and regulations framed by them there under.

44 On receipt by the Promoters the full payment of the amounts due and receivable by them, from the Purchaser/s of ALL the premises but not earlier than 31st day of March 2019 the Purchaser/s shall co-operate with the Promoters in forming and registering or incorporating a Co-operative Society or Limited Company or Condominium of Apartment Owners as the case may be subject to the rights of the Promoters under this Agreement and the Conveyance and/or Assignment to be executed in pursuance hereof





when the Co-operative Society or Limited Company or Condominium of Apartment Owners is registered or incorporated or formed as the case may be and all the amounts due and payable to the Promoters by ALL premises Purchaser/s are paid in full, as aforesaid, the Promoters shall execute Conveyance and/or Assignment in favour of any such Co-operative Society or Limited Company or Condominium of Apartment Owners as the case may be.

45. The Purchaser/s along with the other Purchaser/s of premises in the said Building shall join in forming and registering a Co-operative Housing Society, Limited Company or Condominium of Apartment Owners as the case may be and for that purpose also from time to time sign and execute applications for registration and papers and other connected documents necessary for formation of such Society, Limited Company or Condominium of Apartment Owners and to become member, and sign and return all the documents including bye laws within 7 (seven) days of receipt thereof time being of the essence so as to enable the Promoters to register the Organization of the Purchasers under Section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats Act (Regulation of the Promotion, Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies, Registrar of Companies and in the Condominium of Apartment Owners as the case may be by any other Authority Competent in that behalf.

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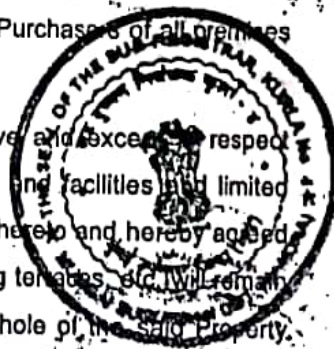
46. M/S. Arimal K. Shroff & Co., Advocates & Solicitors of the Promoters shall prepare Conveyance and/or Assignment and all other documents to be executed in pursuance of these presents as also the bye laws and the Memorandum and Articles of Association in connection with the Co-operative Society or the Limited Company or the Condominium of Apartment Owners as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and/ or Assignment and other documents and the formation or registration or incorporation of the Co-operative Society or Limited Company or Condominium of



Apartment Owners as the case may be shall be borne and paid by all the Purchasers of the said Premises in the said Property in proportion to the respective area of the respective Premises.

47. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser/s alone. Purchaser shall immediately after execution of this Agreement, lodge this Agreement for Registration and inform the Promoters with the details including Registration No. of the document to enable the Promoters to attend the office of the Sub-Registrar to admit execution of this Agreement.
48. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser under certificate of posting at the address mentioned hereinbefore.
49. Nothing contained in these presents shall be construed to confer upon the Purchasers any right title or interest or ~~any kind whatsoever~~ into or over the said Property and the Premises or any part thereof such conferences to take place only upon the execution of the conveyance and/or Assignment in favour of a Limited Company or a Co-operative housing/ premises/ Society or Condominium of Apartment Owners or an incorporated body to be formed of the Purchaser/s of all premises in the building as herein stated.
50. The Purchasers shall have no claim save and except in respect of the particular Premises, common area and facilities and limited common areas and facilities appurtenant thereto and hereby agreed to be acquired, i.e. all other areas including terraces, etc. will remain the Property of the Promoters until the whole of the said Property is transferred to the Co-operative Society or Limited Company or Condominium of Apartment Owners as herein provided subject to the rights of the Promoters as contained in this Agreement.
51. The Purchaser/s shall at no time demand partition of his/her/their interest in the said Building and/or Property. It is being hereby agreed and declared by the Purchaser/s that his/her/their such interest in the said Premises is impart-able.
52. The Promoter/s shall always have a right to get the benefit of additional F.S.I. for construction activities concerned and also to make the addition, alterations, raise storeys or put up additional structures

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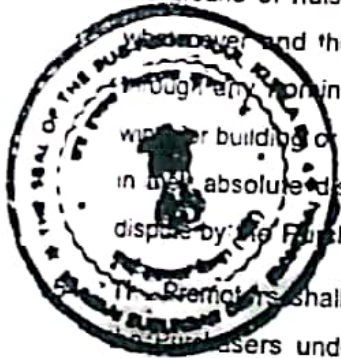


competent authorities such additions structures and storeys will be the sole property of the Promoters alone who will be entitled to use the terrace including the parapet wall for any purpose including display of advertisements and sign boards. Terrace Garden, open air restaurant and the Purchasers shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by his/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoters.

53. The Purchaser/s hereby expressly agree/s and covenants with the Promoters that in the event of all the Wings of the said proposed buildings on the said Property and/or all the Buildings on the said property being not ready for occupation simultaneously and in the event of the Promoters offering license to enter upon the said Premises to the Purchasers or handing over possession of the said

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Premises simultaneously on the execution of Conveyance and/or assignment in respect of the said Property earlier than completing all the Wings and all the buildings on the said Property then and in that event the Purchasers shall have no objection to the Promoters completing the construction of the balance wings or buildings on the said Property without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Promoters or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either transfer or assign or let or license to construct and complete the said wing or wings or buildings or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s



The Promoters shall in respect of any amount remaining unpaid by the Purchasers under the terms and conditions of this agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchasers

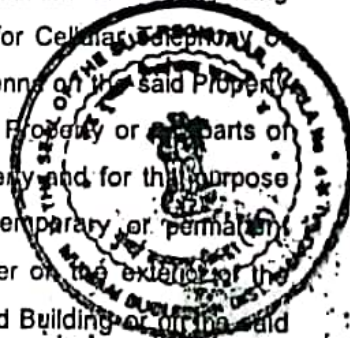
55. The Purchaser/s hereby covenants to keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as



to support shelter and protect the parts of the Building other than the said Premises. The Purchaser/s further covenants not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. Partition or walls or other structural members without the prior written permission of the Promoters. The breach of this conditions shall cause this Agreement to ipso facto to come to an end and the earnest money and all other amounts paid by the Purchaser/s to the Promoters shall stand forfeited and the Promoters shall be entitled to deduct from the balance payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Promoters in that regard shall be final and binding upon the Purchaser/s who shall not dispute the decision of the Promoters in this regard.

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56. The Purchaser/s shall not do or cause to be done any act or thing which may render void or voidable any insurance of any of the said Building or cause any increased premium to be payable in respect thereof.
57. It is expressly agreed that the Promoter shall be entitled to put up a hoardings ( the said hoardings may be illuminated or comprising of neon sign) and Communication Tower for Cellular Telephone or Satellite T.V. or Communication or Disc Antenna on the said Property or on the Building or Buildings on the said Property or any parts of the Building or Buildings on the said Property and for this purpose Promoters are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Building or on the Terrace/s of the said Building or on the said Property as the case may be and the Purchaser/s agree not to object or dispute the same. It is agreed that all such hoardings and Towers shall be exclusive and independent property of the Promoters.
58. It is agreed that the Promoters shall be entitled without affecting the rights of the Purchaser/s to the said Premises including the area thereof to revise the building plans in respect of the said Building and to utilise the total F.S.I. and the development rights available in respect of the said Property as the Promoters may desire and the





to revise and modify the building plans in respect of the said property  
time to time

59. It is expressly agreed between the Promoters and the Purchaser/s and the Purchaser/s confirms that he/she they are aware that the Promoters are likely to receive additional F.S.I. and/or development rights are likely to be received by the Promoters on the said Property from the adjoining property and in such event of Promoters receiving additional F.S.I. and/or development rights the Promoters shall be entitled to construct either additional floor or floors on the said Building or any part thereof or construct any additional structure on the said Property in the open compound as may be permissible either as Annex Structure or as an independent structure as the Promoters may desire and in the aforesaid event the Promoters shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Promoters may

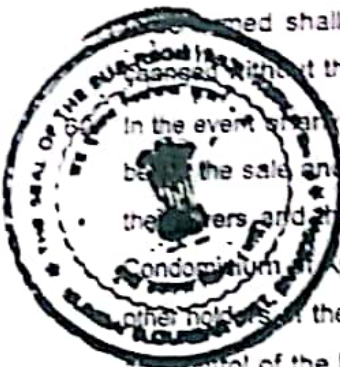
Desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s agrees not to dispute the same.  
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60. The Purchaser/s shall not decorate the exterior of the said Premises otherwise than in any manner agreed to with the Promoters under this Agreement.

61. That the Society shall always be known as "ASHFORD ROYALE" Co-operative Housing Society Limited and the name of the Co-operative Society or Limited Company or Condominium of Apartments

formed shall bear the said name and this name shall not be changed without the written permission of the Promoters

62. In the event that a Co-operative Society being formed and registered before the sale and disposal by the Promoters of all the premises and the members and the authority of the Society or Limited Company or Condominium of Apartment Owners so formed or the Purchaser and other holders of the premises shall be subject to the over all authority and control of the Promoters in respect of all the matters concerning the said Building and in particular the Promoters shall have absolute authority and control as regards the unsold premises and the same and disposal thereof **PROVIDED AND ALWAYS** the Purchaser/s hereby agree/s and confirm/s that in the event of the said Co-operative Society being formed earlier the said Co-operative Society

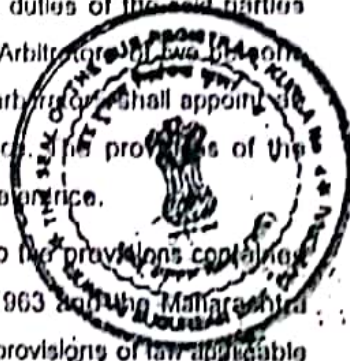


and/or Limited Company or Condominium of Apartment Owners earlier than the Promoters deal with or dispose of the said Building on the said Property then and in that event any allottee or purchaser of premises from the Promoters shall be admitted to such Co-operative Society, Limited Company or Condominium of Apartment Owners on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- as entrance fee and such allottee purchaser or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment Owners as the case may be.

63. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall be same in any manner prejudice the rights of the Promoters.

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64. **PROVIDED AND ALWAYS** that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of the Premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitration by two arbitrators one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.



65. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules 1964 and any other provisions of law applicable thereto.

66. The Purchaser/s agree/s to pay all necessary statutory taxes as levied by the Government such as service tax, etc and also undertakes to pay any further taxes which may become applicable as and when proposed by the Government. The Purchaser/s undertake/s not to claim his/her/their right for possession upon the building being ready till all his/her/their payments and taxes are not paid in full to the promoters.

Attor



IN WITNESS WHEREOF Common Seal of the Promoters has hereunto affixed and the Purchaser has set and subscribed his hand and seals on the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**Description of the Larger Property**

All those pieces or parcels of lands or ground bearing CTS Nos.338, 354, 354/1 to 12, 356 & 357, [bearing Old Survey Nos. 82/2, 83/1& 2, 4 and 6, 84/1 to 8, 85/1 to 3, 5 to 11, 86/1-9 & 89, (new Survey Nos. 213/3, 213/4, 213/5, 213/6, 213/7, 213/8, 213/9, 214/3 215/1, 214/1, 215/2, 214/2, 215/3 216, 220(pt), 212/3, 218/6/2, 218/2, 217/1/2, 217, 217/1 to 12, 218/1/2, 218/4, 218/6, 223/6/2, 223/8, 218/1, 218/1/2, 218/6/1, 219, 218/1/8, 224, 217/12, 217/11, 217/10, 217/9, 217/8, 217/7, 217/6, 217/5, 217/4, 217/3, 217/2, 217/1/2, 217 respectively) admeasuring about 1,21,948.60 sq mtrs as per the Property Card Extract, a part or portion whereof admeasuring about [28216.19 sq mtrs] or thereabout is freehold acquired by diverse conveyances and the remaining part admeasuring about 93,731.70 sq mtrs or thereabout is acquired under two Sanads dated 29th December 1969 and 23rd June 1975 granted by the Government of Maharashtra, together with the Buildings and structures standing thereon situate lying and being at Village Bhandup, Taluka Kurla in the Registration District and Sub District of Mumbai Suburban and bounded as follows:-

On or towards the North by private Road maintained by the Municipal Corporation

On or towards the South by CTS No.357 and 358

On or towards the West by Municipal Road

On or towards the East by CTS Nos. 339 A/1, A/2, A/3, CTS No.346, 347,



**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**Description of the Property**

ALL THAT piece or parcel of land or ground hereditaments and premises together with the four structures standing thereon situate lying and being at Village Bhandup, Taluka Kurla in the registration District and Sub District of Mumbai City and Mumbai Suburban bearing Survey No.213, Hissa No.4, Survey No.213, Hissa No.5, Survey No.213, Hissa No.6, Survey No.213, Hissa No.7, Survey No.213, Hissa No.8, Survey No.213, Hissa No.9, Survey No.214, Hissa No.1 (Part), Survey No. 214, Hissa No.2 (Part).

Survey No 215, Hissa No.1 (Part), Survey No 215, Hissa No.2, Survey No. 215, Hissa No.3 (Part), Survey No 216 (Part) and Survey No.220 (Part) and bearing City Survey No.338 (Part) admeasuring aggregate 28,010.43 sq. mtrs. or thereabouts and bounded as follows:-

On or towards the North by BMC Road

On or towards the South by Larger Property of Ceat Limited being CTS No.338 (Part)

On or towards the West by Village Road

On or towards the East by balance Property of Ceat Limited bearing C.T.S. Nos.339 A/1 & 220 (Part)

**THIRD SCHEDULE ABOVE REFERRED TO:**

Common Areas and Facilities, Half of Immediate Internal corridor area abutting the main door of the said premises within the Building.

**FOURTH SCHEDULE ABOVE REFERRED TO**

Prorata right along with all Purchasers of premises in the said property in limited common areas and facilities i.e. to say:

- (1) Staircase
- (2) Staircase landing
- (3) Entrance Hall

**FIFTH SCHEDULE ABOVE REFERRED TO:**

List of specifications, fixtures, fittings and amenities.

**General:**

1. Superior quality marble / tiles / wooden flooring in the Living, Dining, Bedrooms, Kitchen and Toilets.
2. Walls with Plaster of Paris / Putti.
3. Anodized Aluminum / UPVC / Suitable alternate Sliding Windows.
4. Stainless Steel Railing with toughened glass outside living and dining area.
5. Provision / Cut-outs for Split A/C, Telephones, Internet, Lights, Fans and TV points with adequate extra plug points.
6. Provision for Intercom facility through EPBAX and Video Door Phone.





**Kitchen:**

1. Granite Kitchen Platform.
2. Stainless Steel Sink.
3. Premium quality CP Fittings.
4. Ceramic Tiles Dado above platform.
5. Provision for Piped Gas connection if possible.

**Toilets:**

1. Ceramic Tiles Dado in Toilets.
2. Mirror above the Wash Basin.
3. Storage Water Geyser.
4. Superior quality Sanitary Wares and C.P. Fitting.

**SIXTH SCHEDULE ABOVE REFERRED TO:**

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lift and staircases of the building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces, etc.
2. The cost of cleaning and lighting the passages, water pump, landings, staircases, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.

The cost of the salaries of clerks, bill collectors, lift-man, chowkidars, pump man, sweepers etc.

4. The cost of working and maintenance of common light, water pump, lift and other service charges.
- Deposits for Building, water-meter, electric-meter, sewer line etc.

**LIST OF ANNEXURES HEREINBEFORE REFERRED TO**

- Annexure-A: I.O.D. and Commencement Certificate (Collectively)
- Annexure-B: Title Certificate by M/s. Parimal K. Shroff & Co. Advocates & Solicitors.
- Annexure-C: Property Register Card
- Annexure-D: Typical floor plan of the premises being sold by the Promoter and purchased by the Purchaser

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SIGNED SEALED & DELIVERED )  
 by the within named "PROMOTER" )  
 M/s Ashford Infotech Pvt Ltd. )  
 through its Authorized Signatory )  
 Mr. John Gopi in the presence of... )  
 1. Shetty )  
 2. Deepak )

Ashford Infotech Pvt Ltd.

[Signature]

(Director)

Promoters



SIGNED SEALED AND DELIVERED )  
 by the within named "PURCHASER/S" )  
 Mr./Mrs./Ms. Ejandee V. Hhad Ukarde )  
 & Mr. Santosh A Ukarde )  
 in the presence of... )  
 1. Shetty )  
 2. Deepak )



RECEIVED of and from the )  
 Within named Purchaser/s )  
 Mr./Mrs./Ms. Ejandee V. Hhad Ukarde )  
 & Mr. Santosh A. Ukarde )



Ashford Infotech Pvt Ltd.

a sum of Rs. ₹68,55,104 (Rupees Sixty Eight  
lacs Fifty five thousand One hundred  
four  
 only) being the amount within mentioned to have )

[Signature]

(Director)

Promoters



been paid by him/her/them to us: )

- vide cheque no. 196003 drawn on Bank of Maharashtra dated 28/2/12 for Rs. 1,00,000
- vide cheque no. 196004 drawn on Bank of Maharashtra dated 28/2/12 for Rs. 10,00,000
- vide cheque no. 094021 drawn on Bank of Maharashtra dated 16/1/12 for Rs. 8,25,000
- vide cheque no. SI-2712 drawn on Punjab National Bank dated 10/1/12 for Rs. 7,50,000
- vide cheque no. 050423 drawn on Bank of Maharashtra dated 7/5/12 for Rs. 38,80,104

Shetty

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[Signature]





ON 1228 REPERIAS 02 MAY 2011

c.c. up to 15th upper floor for wing 'b' & 'c' and plinth  
c.c. for wing 'A' & 'D' as per approved plans dt. 5-2-2011

*(Signature)*  
Executive Engineer Building Proposal  
(Eastern Suburb) 5/2

CENTRAL REPERIAS 20 MAR 2013

c.c. upto 19th upper floor for wing B, cc upto  
18th floor, for wing C and plinth etc. for wing A & D  
as per approved plans dt. 25/02/2011

*(Signature)*  
20-03-2013  
Executive Engineer Building Proposal  
(Eastern Suburb) 7

ON 1228 REPERIAS 10 4 JAN 2011

c.c. upto 34th floors for wing 'b' & 'c' and c.c. upto plinth  
i.e. podium slab for wing 'A' & 'D' as per approved plans

dated: 25/02/2011

*(Signature)*  
04/01/11  
Executive Engineer Building Proposal  
(Eastern Suburb) 8/1-8

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ANNEXURE A (Collectively)



MUNICIPAL CORPORATION OF GREATER MUMBAI

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. CHE/ES/03315/T0337/NEW

CEJ 1228/BPEE/AS 23 APR 2010

MEMORANDUM

Municipal Office

To

Mumbai

M/s ASHFORD INFOTECH PVT. LTD. CA. TO OWNER

3-B COURT CHAMBERS 35, NEWMARINELINES, MUMBAI

With reference to your notice, letter no. 211 dated 18.2.2010 and delivered on, and the plans, Sections Specifications and general and particular details of your buildings at proposed residential plot, plot bearing G.T.S. NO. 2375(1) of village Bhandup (West)

I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof:-

CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK BEFORE

PLINTH E.C.

Handwritten notes in a box: 3680, 207%

1. Commencement of work under Section 346(1)(a) of the M.P. & T.P. Act shall not be permitted before the proposed work

That the ground shall be filled up to reduced level of atleast 92 T.M.D or 5' above adjoining road level whichever is higher with minimum earth, 500mm, etc. and will not be leveled, rolled, consolidated and slope towards road side before starting the work

That the foundation wall shall not be constructed on all sides of the plot near of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.G. Regulation No 38/27.

4. That the specification for layout of P for access roads development of setback and shall not be submitted to Executive Engineer (Road Construction) before starting the construction work and shall not be developed accordingly including providing street lights and shall not be obtained from Executive Engineer (Road Construction) before submitting building completion certificate

That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix 50/27 will not be submitted by him

6. That the structural design and calculations for the proposed work considering seismic forces as per Code Nos. IS 456, 1920-1993, 4326 and 1993-2002 as per circular No. CE/PE/03 dated 22.2.2005 for existing building showing adequacy thereof to take up additional load shall be submitted by him

That the registered proposed lines and reservations will not be got demarcated at site before starting the work by E (T&C)/E (D.P.)/L.R. before applying for CC

8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.

9. That the Indemnity Bond indemnifying the Corporation for any action pending on existing



Signature of Executive Engineer (Building Proposal) (Eastern Suburbs.) dated 23/4/10

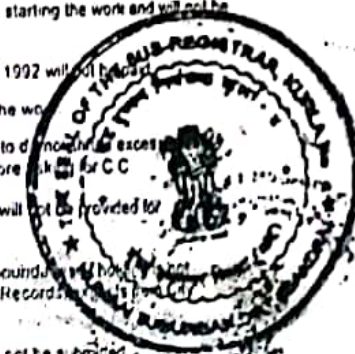
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structure, any legal dispute of plot ownership, accident, damage risks, no nuisance to neighbourhood and occupants etc will not be submitted.

- 10. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
- 11. That the N.O.C. from concerned electric power supply company will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
- 12. That the conditions mentioned in release letter of Executive Engineer (D.P.) under no CHE/1254/DPE S dt. 02.01.2010 will not be complied with.
- 13. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. duly revalidated will not be submitted.
- 14. That the no dues pending certificate will not be submitted from the concerned Asst Engineer, Water Works department before C.C.
- 15. That the true copy of sanctioned layout sub-division/amalgamation approved under No CE/55/BPES/LONS dt. 30.09.2008 alongwith the terms and conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 16. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
- 17. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remains from S.G. shall not be submitted.
- 18. That the notice under Sec 347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work.
- 19. That this office will not be intimated in prescribed proforma for checking the open spaces and building dimensions as soon as the work upto plinth is completed.
- 20. That the clearance certificate from assessment Department regarding Municipal taxes etc will not be submitted.
- 21. That the requirement of bye law 4(c) will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried out as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.
- 22. That the copy of Intimation of Disapproval conditions & other layout sub-division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
- 23. That the T.A. permission from the Collector of Bombay shall not be submitted.
- 24. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
- 25. That the development charges as per M.R.T.P (amendment) Act 1992 will not be paid.
- 26. That the carriage entrance shall not be provided before starting the work.
- 27. That the registered undertaking in prescribed proforma agreeing to do nothing in excess of what is permitted for C.C. shall not be submitted before starting the work.
- 28. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
- 29. That the documentary evidence regarding ownership, area and boundaries will not be produced by way of abstracts from the District Inspector of Land Records, Survey Record and conveyance deed etc.
- 30. That separate F.R. Cards for each sub-divided plots, road etc. will not be submitted.
- 31. That the deposits will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
- 32. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
- 33. That the registered undertaking agreeing to form Co-op. Housing society will not be submitted before starting the work.
- 34. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.

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23 APR 2010

- 35 That the proposal for amended layout / sub-division shall not be submitted and get approved before starting the work and terms and conditions thereof will not complied with
- 36 That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act
- 37 That the remarks from Asst Engineer, Water Works regarding location, size, capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with
- 38 That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate
- 39 That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme
- 40 That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted
- 41 That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
- 42 That the board mentioning the name of Architect/Owner shall not be displayed on site.
- 43 That the debris management plan shall not be submitted to S.W.M. Department.
- 44 That the requirements as per circular no. CE/PD/12387 of 17.3.2005 shall not be complied with during the execution of work
- 45 That the necessary remarks for banning of mulla construction of S.W.D. will not be obtained from Dy Ch E (S.W.D.) City & Central cell, before plan C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building
- 45 That the NOC from Director of Industries shall not be submitted
- 47 That the registered Right of Way document shall not be submitted

**B : CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**

- 1 That the I.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building

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**GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.**

- 1 That some of the drains will not be laid internally with C.I pipes
- 2 That the down pipe will not be provided as per C.E.'s circular No CE/9296/11 of 26.6.1978.
- 3 That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate
- 4 That 10 ft wide paved pathway upto staircase will not be provided
- 5 That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C whichever is earlier
- 6 That the name plate/board showing plot No name of the building etc will not be displayed at a prominent place before O.C.C./B.C.C
- 7 That the parking spaces shall not be provided as per O.C Regulation No 36
- 8 That the C.C. will not be obtained and I.O.D and debris deposit etc will not be claimed for refund a period of 6 years from the date of its payment
- 9 That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation
- 10 That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terminals, fixtures, joints in drainage pipes etc and that the workmanship is found very satisfactory shall not be submitted
- 11 That one set of plans mounted on canvas will not be submitted

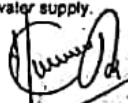


*[Signature]*  
Executive Engineer Building Proposal  
(Eastern Suburbs.)

- 12. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted
- 13. That the federation of flat owners of the sub-division/layout for construction and maintenance of the infrastructure will not be formed
- 14. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt
- 15. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc
- 16. That the final NOC from S.G. shall not be submitted
- 17. That the infrastructural works such as, construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
- 18. That the requisitions of clause No 45 & 46 of D.C.R.91 shall not be complied with.
- 19. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
- 20. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM shall not be provided to the satisfaction of Municipal Commissioner

**D : CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.**

- 1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.

  
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 Executive Engineer Building Proposal  
 (Eastern Suburbs)

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- ( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
  - ( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force. Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Sd/-  
Executive Engineer, Building Proposals,  
Zone, ES-II Wards, S

**SPECIAL INSTRUCTIONS**

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 345 of the said Act.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be—

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer then existing or thereafter to be laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building
- c) Not less than 92 ft. (28.05 m) above Town Hall Datum.

4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

Your attention is drawn to the notes Accompanying this Intimation of Disapproval.

Executive Engineer Building Proposal  
(Eastern Suburbs.)




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NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depos of building materials shall be constructed before starting any work even though no materials may be expected to be stable in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating a the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding the mass of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 143 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water bound mat adant

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 Executive Engineer Building Proposal  
 (Eastern Suburbs.)

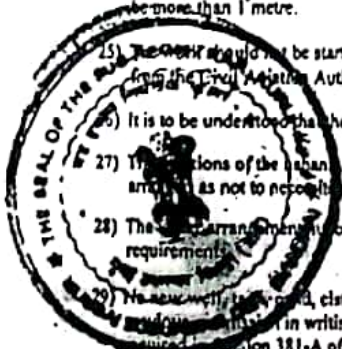


commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting, lighting and drainage before submission of the Building Completion Certificate.

- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1956. (12 of the Town Planning Act), will be withdrawn.
- 21) If it is proposed to demolish the existing structures by negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
  - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
  - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
  - iii. Plans showing the phased programme of constructions has to be duly approved by the City Engineer before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

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- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The foundations of the basins and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The arrangements to be carried out in strict accordance with the Municipal requirements.
- 29) The new wells, cistern or fountain shall be dug or constructed without the sanction in writing of the Municipal Commissioner for Greater Mumbai, as required under Section 381-A of the Municipal Corporation Act.



*[Signature]*  
 23/04/10  
 Executive Engineer Building Proposal  
 (Eastern Suburbs.)

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- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbit pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by ByeLaw No. 5 (b)  
b Lintels or Arches should be provided over Door and Windows opening  
c The drains should be laid as require under Section 234-1(a)  
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

  
23/04/10  
Executive Engineer, Building Proposals  
Zones ...E.S.S.II..... wards, c

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Advocates, Solicitors & Notary  
Caird House, B/10, Tamarind Lane,  
Fort Mumbai - 400 023  
Tel: 2202 3317 / 3397 / 3411  
6554 6233 / 6554 6134  
Fax: (+91-22) 2202 4051

ANNEXURE "B"

PARIMAL  
K. SHROFF  
& CO.

REPORT ON TITLE

(This Report on Title is for the benefit of M/s. Ashford Infotech Private Ltd. Only)

To

M/s. Ashford Infotech Private Ltd.,

10, Ashford Centre

Shankarrao Naram Path

Opp. Peninsula Corporate Park

Lower Parel

Mumbai - 400 013

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Re: In the matter of Agreement for Development in respect of all those pieces or parcels of lands of ground hereditaments and premises together with the structures standing thereon being un-subdivided portion of larger property situate lying and being at Village Bhandup, Taluka Kurla in the registration District and Sub District of Mumbai City and Mumbai Suburban bearing Survey No.213, Hissa No.4, Survey No. 213, Hissa No. 5, Survey No 213, Hissa No.6, Survey No. 213, Hissa No.7, Survey No. 213, Hissa No.8, Survey No. 213, Hissa No.9, Survey No. 214, Hissa No.1 (Part), Survey No. 214, Hissa No.2 (Part), Survey No. 215, Hissa No.1 (Part), Survey No. 215, Hissa No. 2, Survey No. 215, Hissa No. 3 (Part), Survey No. 216 (Part) and Survey No. 220 (Part) and bearing City Survey No. 338 (Part) admeasuring together 28,010.43 Sq.Mt. or thereabouts together with the structures standing thereon.



CEAT LIMITED (Formerly known as  
"CEAT TYRES OF INDIA LIMITED).

.... Original Owner

AND

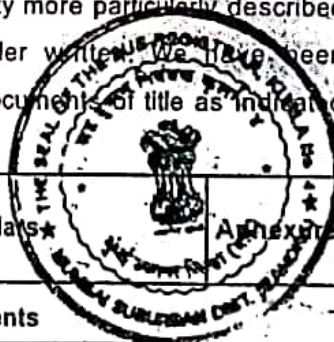
ASHFORD INFOTECH PVT. LTD..

... Present Owner

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- At the request of Ashford Infotech Private Ltd. ("Ashford") we have investigated the title of Ashford to the above property more particularly described in the Second Schedule hereunder written and we have to state as under:-
- At the relevant time Ceat Limited (formerly known as "Ceat Tyres of India Limited") (hereinafter referred to as "the Original Owner") was the Owner of the above property more particularly described in the Second Schedule hereunder written. We have been furnished copies of the following documents of title as indicated herein below:-

Sr. No.	Date	Particulars
A. Documents		
1(a)	15.10.1958	Copy of the Agreement between CEAT LTD (then known as CEAT TYRES OF INDIA LTD) (the Company)/ ("Original Owners") and the Governor of Bombay in respect of lands to be acquired under the Land Acquisition Act 1894 at village Bhandup bearing Survey Nos.82 (pt), 83, 84, 85, 86 & 89 admeasuring in aggregate 25 acres





1(b)	20.11.1958	Notification under section 6 of the Land Acquisition Act	
1(c)	09.10.1969	Statement containing details of 8 Awards declared by the Special Land Acquisition Officer (4) B&B.S. District Bombay which were forwarded by the said Officer to the Company/ Original Owners vide his letter dated 09.10.1969 along with copies of the said 9 Awards inter alia in respect of the lands acquired under Sanad No.1.	
1(d)	29.01.1965	Area statement showing the lands in possession of the Company/ Original Owners and the land not in possession of the Company/ Original Owner though the lands were handed over by the Special Land Acquisition Officer (4) at village Bhandup.	
1(e)	29.12.1969	SANAD issued by the Additional Collector in respect of concerned lands bearing Survey Nos. 213/4, 213/5, 213/6, 213/7, 213/8, 214/1 & 214/2 (pt) and other Survey nos. admeasuring in aggregate 90,064.70 sq mtrs in favour of the Company/ Original Owners.	
2(a)	27.12.1968	Agreement for Sale between Kisan Jeevan Mhatre & Co. in respect of land bearing Survey No. 213/9 (pt) originally admeasuring in aggregate 607 sq mtrs	
2(b)	16.10.1970	Declaration by Kisan Jeevan Mhatre	

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2(d)	16.10.1970	Conveyance executed by Kisan Jeevan Mhatre in favour of the Company/ Original Owners in respect of land bearing Survey No.213/9pt originally admeasuring in aggregate 607 sq mtrs.
3(a)	24.12.1968	Agreement for Sale between Namdeo Manglya Vaity and the Company/ Original Owners in respect of land bearing Survey No.216 pt originally admeasuring in aggregate 9,384 sq mtrs.
3(b)	06.10.1970	Declaration by Namdeo Manglya Vaity.
3(c)	16.10.1970	Indemnity by Namdeo Manglya Vaity.
3(d)	16.10.1970	Conveyance executed by Namdeo Manglya Vaitas Karta and Manager of the Joint and Undivid Hindu Family in favour of the Company/ Original Owners in respect of land bearing Survey No.216pt originally admeasuring in aggregate 9,384 sq mtrs.
4(a)	17.01.1969	Copy of the Agreement between the Company/Original Owner and the Governor of Bombay in respect of lands to be acquired under the Land Acquisition Act 1894 at village Bhandup bearing New Survey No.213, Hissa No.9, Survey No.215, Hissa No.1 (pt), Survey No.216(pt), Survey No.217 Hissa Nos.4(pt)& 5(pt)& Survey No.218, Hissa No.6(pt), admeasuring in aggregate 5 acres and 19 gunthas(equivalent to 22,159sq

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4(b)	17.01.1969	Notification under section 6 of the Land Acquisition Act.
4(c)	09.10.1969	Copy of the Award in respect of the land acquired under Sanad No.2.
4(d)	23.06.1975	SANAD issued by the Additional Collector in respect of Land bearing Survey No.215/1 admeasuring in aggregate 3,667 sq mtrs in favour of the Company/Original Owner.
5.	16.03.1998	NOC from the Office of the Revenue & Forest Department permitting the Company/Original Owner to utilize the Sanad Land acquired for Factory Labour purposes for constructions appurtenant to the use of Factory.

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**D. Revenue Records / NA Permisslons / Tax Bills / Receipts**

6(a)	29.12.1964 14.09.1968 13.08.1974 27.02.1986 01.12.2006	7/12 Extracts of Land bearing Survey No.213/4 together with Mutation Entry No.847 as per 6/12 Extract.
	29.12.1964 28.04.1966 14.09.1968 13.08.1974 27.02.1986 01.12.2006	7/12 Extracts of Land bearing Survey No. 213/5 together with Mutation Entry No.847 as per 6/12 Extract.
6(c)	29.12.1964 28.04.1966 14.09.1968 13.08.1974 27.02.1986 01.12.2006	7/12 Extracts of Land bearing Survey No.213/6 together with Mutation Entry No.847 as per 6/12 Extract.



6(d)	29.12.1964 28.04.1966 14.09.1968 13.08.1974 27.02.1986 01.12.2006	7/12 Extracts of Land bearing Survey No.213/7 together with corresponding 6/12 Extract.	
6(e)	29.12.1964 14.09.1968 13.08.1974 27.02.1986 01.12.2006	7/12 Extracts of Land bearing Survey No. 213/8 together with Mutation Entry No. 847 as per 6/12 Extract.	
6(f)	29.12.1964 28.04.1966 14.09.1968 14.08.1969 13.08.1974 27.02.1986 01.12.2006	7/12 Extracts of Land bearing Survey No. 213/9 together with Mutation Entry No. 847 as per 6/12 Extract	
6(g)	29.12.1964 28.04.1966 14.09.1968 13.08.1974 27.02.1986 01.12.2006	7/12 Extracts of Land bearing Survey No. 214/1 together with Mutation Entry No. 847 as per 6/12 Extract.	
6(h)	28.04.1966 27.02.1986 05.02.2007	7/12 Extracts of Land bearing Survey No.214/2.	
6(i)	14.09.1968 27.02.1986 05.02.2007	7/12 Extracts of Land bearing Survey No.215/1.	
6(j)	29.12.1964 28.04.1966 14.09.1968 14.08.1969 13.08.1974 27.02.1986	7/12 Extract of Land bearing Survey No.215/2	

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6(k)	14.09.1968 27.02.1986 05.02.2007	7/12 Extract of Land bearing Survey No.215/3.	
6(l)	14.09.1968 14.08.1969 27.02.1986 01.12.2005	7/12 Extracts of Land bearing Survey No.216 together with Mutation Entry No.847 as per 6/12 Extract.	
6(m)	14.09.1968 13.08.1974 05.02.2007	7/12 Extracts of Land bearing Survey No.220	
6(n)	29.01.2008	Property Card in respect of CTS No.338.	
6(o)	04.01.2008	Order of the Collector for area correction in Marathi together with English translation.	
7(a)	14.02.1984	NA Order passed by the Additional District Dy. Collector Bombay Suburban District along with copies of the orders referred therein.	
7(b)	19.10.2007	NA Receipt for the period 2007-2008	
		Latest BMC bills & receipts as on 28.07.2007.	
<b>B. Applications &amp; Orders</b>			
8(a)	12.08.1976	Application u/s 6 of ULCA filed by the Company/Original Owner.	
8(b)	12.08.1976	Application u/s 20 of ULCA filed by the Company/Original Owner	
	30.09.1976	Circular letter issued by the Competent Authority ULCA seeking further information.	
8(d)	13.10.1976	Further information furnished by the Company/Original Owner.	
	07.11.08.1977	Order of Exemption u/s 20 of ULCA for Industrial use.	
8(f)	26.05.2007	Application by the Company/Original Owner to the Competent Authority, ULCA for transfer / sale of land proposed to be sold.	

Handwritten notes and stamps:

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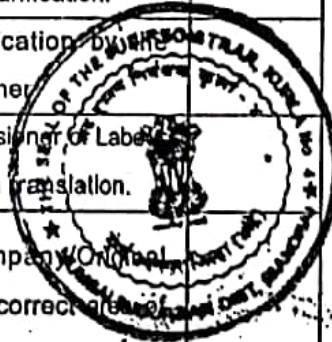
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8(g)	28.11.2007	Order u/s 8(4) of ULC issued from the Office of Additional Collector.	
9(a)	28.12.2006	First Application by the Company/ Original Owner to the Commissioner of Labour for its NOC for sale / development of land proposed to be transferred.	
9(b)	15.02.2007	Fresh Application by the Company/ Original Owner to the Commissioner of Labour for its NOC for sale / development of land proposed to be transferred.	
9(c)	30.07.2007	Letter from the Labour Commissioner.	कल-४ 30E80 900
9(d)	08.08.2007	Clarification by the Company/ Original Owner.	२०९४
9(e)	21.09.2007	Letter addressed by the Labour Commissioner in Marathi seeking further information / clarification.	
9(f)	21.09.2007	Confirmation / clarification by the Company/Original Owner.	
9(g)	24.09.2007	Letter from the Commissioner of Labour in Marathi with English translation.	
9(h)	27.09.2007	Letter from the Company/Original Owner intimating the correct area of the land proposed to be sold.	
9(i)	10.01.2008	Letter addressed by State Government (Maharashtra) to the Office of Labour Commissioner in Marathi together with English Translation.	
9(j)	11.01.2008	Letter addressed by the Office of Labour Commissioner to the	

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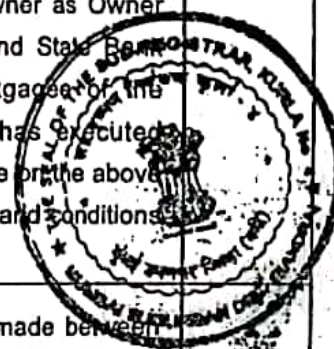
9(k)	22.01.2008	Letter by the Company/Original Owner for correction of the Order dated 11.01.2008.	
9(l)	22.01.2008	Fresh Order / NOC issued by the Commissioner of Labour.	
<b>D Documents relating to charges in favour of Banks / financial institutions</b>			
10(a)	19.09.2007	Memorandum of Entry recorded in the Register of Mortgages of UCO Bank alongwith list of Original Document in the custody of the Bank.	
10(b)		Permissions given by the Collector from time to time for Mortgage of Sanad lands.	
10(c)		Extract of ROC recording detailing Charges	
10(d)		Form 17 of Existing / Cleared Charges alongwith copies of NOC's obtained from various Banks for sale of Bhandup Land.	
10(e)	21.12.2007	Certificate issued by Parikh & Associates, Company Secretaries, certifying the Outstanding Charges in respect of the Property of the Company as on 12th December 2008.	
10(f)	22.11.2007	No dues Certificates issued by ICICI Bank	
<b>E. Misc. Documents</b>			
		Intimation by the Company/Original Owner to BSE & NSE	
12		Statement of portions of Sanad Lands and freehold lands proposed to be transferred	

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Further Documents		
13.	10.3.2008	Agreement for Development executed between Original Owner of the One Part and Ashford Infotech Private Ltd. of the Other Part, whereby the Original Owner granted development rights in respect of the above property to Ashford for the consideration and on the terms mentioned therein.
14.	18.9.2010	The Government of Maharashtra by Government Memorandum bearing No. LTH-07 / 2009 / PRA-KRA88-A-2 in the Revenue & Forest Department dated 18th September, 2010 granted permission to sell the said property to the Original Owner on the condition that the Original Owner to pay unearned income of 50% after deduction the award amount and development expenses incurred by the Original Owner on the terms and conditions therein contained.
15.	17.6.2011	Indenture of Mortgage made between the Ashford as the Borrower of the First Part, Original Owner as Owner of the Second Part and State Bank of India as the Mortgagee of the Third Part, Ashford has executed First Charge / Mortgage on the above property on the terms and conditions therein contained.
16.	25.7.2011	Deed of Conveyance made between the Original Owner as the Owner of the One Part and Ashford as the Promoter / Purchaser of the Other Part, the Original Owner sold, conveyed and assured unto Ashford

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17.	17.8.2011	Declaration-cum-Indemnity of Mr Ketan Gogri (Director) of Ashford Infotech Private Ltd. for self and on behalf of Ashford.	
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3. We inserted Public Notices in "The Times of India" dated 5th February, 2008 and "Mumbai Samachar" dated 5th February, 2008 inviting claims and objections from the members of the public against the above property.
4. We raised General Requisitions and Special Requisitions on Title of the Original Owner to the above property.
5. We engaged the services of Search Clerk and got Search Report prepared of the Searches taken at the Office of the Sub Registrar of Assurances at Mumbai and Sub Registrar of Assurances at Mumbai Suburban District Bandra. The said Search Report is dated 20th February, 2008.

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On the perusal of the documents referred in Para 2 of this Report on Title, Search Report and based on the replies to the Requisitions on Title by the Original Owner and Declaration-Cum-Indemnity dated 10th March 2008 of the Original Owner we state as follows:-

(i) The Original Owner is owner of all those pieces or parcels of lands or ground together with the Buildings and structures standing thereon situate lying and being at Village Bhandup, Taluka Kurla in the Registration District and Sub District of Mumbai City and Mumbai Suburban and admeasuring 1,21,948.60 sq. mtrs. or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Larger Property").



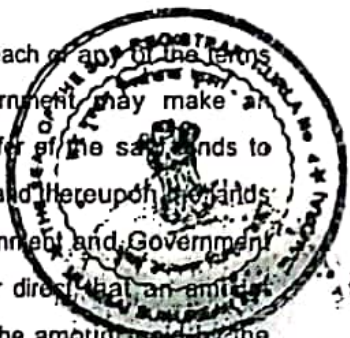
- (ii) The said Larger Property is held by the Original Owner with Charge "C" under the Property Register Card and the permitted user thereof is Industrial ("I-3").
- (iii) The Original Owner has constructed a Factory on the said Larger Property for the manufacture of automotive tyres and tubes comprising of various structures standing thereon including Factory Buildings, Administrative Building, Conference Centre,

(iv) The Original Owner has represented that the Original Owner has acquired the said Larger Property in the following manner:-

(a) Under the provisions of the Land Acquisition Act, 1894 (I of 1984) the Original Owner has acquired parcels of lands bearing Old Survey Nos. 82/1, 82/2, 83/1 (pt), 83/2, 83/3, 83/4, 83/6, 84/1, 84/2, 84/3, 84/4, 84/5, 84/6, 84/7, 84/8, 85/1, 85/2, 85/3, 85/4, 85/5, 85/6, 85/7, 85/8, 85/9, 85/10, 85/11, 86/1, 86/2, 86/3, 86/4, 86/5, 86/7, 86/8, 86/9, 86/9, 89, 86/7 (New Survey Nos. 219, 218/1(pt), 220(pt), 217/9, 217/4(pt), 217/11, 218/6, 217/6 (pt), 217/6 (pt), 217/8, 218/1 (pt), 217/10, 217/12(pt), 217/12(pt), 218/2 (pt), 214/2 (pt), 216(pt), 214/3, 216 (pt), 217/2, 217/3, 217/1(pt), 217/6(pt), 217/5(pt), 217/7, 217/6 (pt), 213/4, 213/5, 213/6, 213/7, 213/8, 215/1(pt), 214/1, 214/2(pt), 215/3, 220(pt), 215/1 respectively) (now forming a part of CTS Nos 354/1 to 12, 356, 357 & 338), admeasuring in aggregate 93,738.38 sq. mtrs. by way of two Sanads dated 29th December, 1969 and 23rd June, 1988 on the terms and conditions contained in the said two Sanads. (hereinafter referred to as the said "Sanad Lands"); The Said Lands particularly had following restrictions on the Original Owner:-

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3. If the Company commits a breach of any of the terms and conditions hereof Government may make an order declaring that the transfer of the said lands to the Company is null and void and hereupon the lands shall revert back to the Government and Government may by the said order further direct that an amount not exceeding one fourth of the amount paid by the Company to Government as the cost of acquisition of the said lands shall be forfeited to the Government as damages and the balance shall be refunded to the Company. The order so made shall be final and binding on the Company. PROVIDED THAT no such order as aforesaid shall be made unless notice of the





4 If the Company utilizes only a portion of the said lands for the purpose for which they have been acquired and the Government is satisfied that the Company can continue to utilize the portion of the said lands used by it even if the unutilized part thereof is resumed, Government may, make an order declaring the transfer of the said lands with respect to the unutilized portion thereof as null and void and thereupon such unutilized portion shall revert back to Government and Government may by the said order further direct that an amount not exceeding one-fourth of the amount paid by the Company as cost of acquisition under Sub-Section (1) of Section 41 of the said Act as is relatable to the unutilized portion shall be forfeited to Government as damages and the balance of that amount shall be refunded to the Company. The order so made shall be final and binding on the Company.

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Provided further that the order referred to in this condition shall not be made unless the Company has been given an opportunity of being heard in the matter and that where there is any dispute with regard to the amount relatable to the unutilized portion of the said lands such dispute shall be referred to the Court within whose jurisdiction that said land or any part thereof is situated and the decision of that court thereon shall be final.



The Company shall not in anyway alienate the said lands or any portion thereof by way of sale, mortgage, gift, lease, exchange or otherwise howsoever except with the previous permission in writing of the Government."

(b) BY 2011 under a registered Conveyance dated 16th October 1970 (registered under Sr. No. BOM/R/4525/1970) made between Shri Kisan Jeevan Mhatre (therein referred to as the Vendor and hereinafter referred to as the said Kisan Mhatre) of the One Part and the Original Owner (therein referred to as the Purchaser) of the Other Part, the said Kisan Mhatre granted

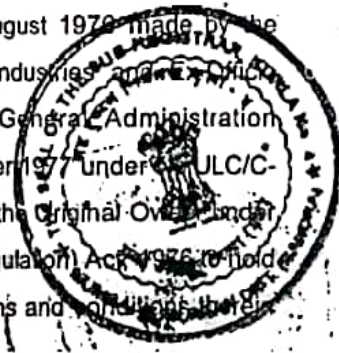
released, conveyed, assured and transferred unto the Original Owner the land bearing Survey No.213, Hissa No.9 (part) (now forming a part of CTS No.338) admeasuring about 607 sq. mtrs or thereabouts on actual measurement 712.77 sq. mtrs. for the consideration and on the terms and conditions contained therein ("the Acquired Land A");

(c) By and under a registered Conveyance dated 16th October 1970 (registered under Sr. No.BOM/R/4521/1970) made between one Namdeo Manglya Vaity and seven others (therein referred to as the Vendor and hereinafter referred to as the said Namdeo Vaity and seven others) of the One Part and the Original Owner (therein referred to as the Purchaser) of the Other Part, the said Namdeo Vaity and seven others granted, released, conveyed, assured and transferred unto the Original Owner the land bearing Survey No.216 (part), (now forming a part of CTS No.338) admeasuring about 9384 sq. mtrs or thereabouts for the consideration and on the terms and conditions contained therein (the Acquired Land B").

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(v) By virtue of diverse purchase and acquisitions (the "Other Acquired Land") and upon resurvey the aggregate area of the Larger Property is 1,21,948.60 as mentioned above. (Collectively referred to as "the said Larger Property").

(vi) Pursuant to the Application dated 12th August 1970 made by the Original Owner to the Joint Director of Industries and Exports, Deputy Secretary to the Government General Administration Department by its Order dated 8th November 1977 under JLC/C-54/IC/GAD/4993 has granted exemption to the Original Owner under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 to hold the said Larger Property subject to the terms and conditions therein contained.



(vii) By Order dated 28th November 2007 under section 8(iv) of the Urban Land (Ceiling & Regulation) Act, 1976 bearing No.C/ULC/D-III/06(1)/SR-IV/707 the Additional Collector & Competent Authority (ULC) Greater Mumbai has inter alia held that the Original Owner does not hold any Surplus Vacant land in the said Larger Property and the Statement filed by the Original Owner under section 6(i) of the said

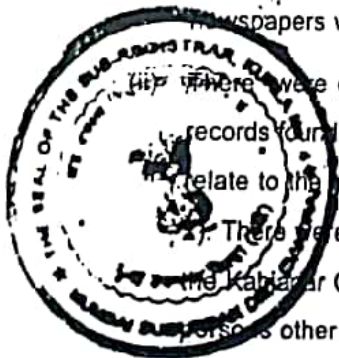
7 By Agreement for Development dated 10th day of March, 2008 and made between the Original Owner of the One Part and Ashford of the Other Part, the Original Owner granted development rights in respect of the above property to Ashford for the consideration of Rs.130,00,00,000/- (Rupees Hundred and Thirty Crores Only) and on the terms and conditions therein contained. (hereinafter referred to as "the said Agreement for Development")

8 By Supplemental Agreement dated 10th day of March, 2008 and made between the Original Owner of the One Part and Ashford of the Other Part the Original Owner has agreed to settle and/or get withdrawn certain claims and/or objections received in response to the Public Notices given by their Attorneys and Attorneys for Ashford and get rectified certain Revenue Records as separately recorded at the cost of the Original Owner as set out therein. ("Supplemental Agreement"). In the Supplemental Agreement the Original Owner have interalia represented and assured to Ashford that certain claims/objections received in response to Public Notices published by the Attorneys and certain Revenue Records do not relate to the above property and the said representations of the Original Owner are accepted by Ashford in that behalf. The Original Owner has by the said contemporaneous Agreement agreed as follows:-

(i) The Original Owner has placed on record that there were claims/objections received by their Attorneys and by the Attorneys of Ashford in response to the Public Notices given by them respectively and further claims or objections which may be received in response to the Public Notices published by the Attorneys of Ashford in the newspapers within a period of 45 days from the date thereof.

There were certain claims/objections received and certain revenue records found which the Original Owner has informed Ashford do not relate to the above property under development by Ashford (Cat. B-1). There were certain entries found in the revenue records stating in the Khatidar Column or in the Other Rights Column name/s of some persons other than Ceat Ltd. (Cat. B-1).

(iii) In respect of the aforesaid claims/objections (Cat. B-1 and B-3) and in respect of the aforesaid entries in the revenue records, it was agreed between the Original Owner and Ashford that the Original Owner shall at their cost within a period of 6 months from





the date thereof obtain withdrawal of certain claims/objections and rectification of revenue records and delete names of other persons and enter name of Ceat Ltd. and obtain in respect of certain claims, Certificate of M/s. Malvi Ranchoddas & Co., Advocates that certain claims/objections are legally not tenable and therefore invalid and in any event before the payment of balance consideration of Rs.10 Crores by Ashford to the Original Owner under Clause 2(b) of the said Agreement for Development.

(iv) The Original Owner has categorized the said claims/ objections and the revenue records as follows:

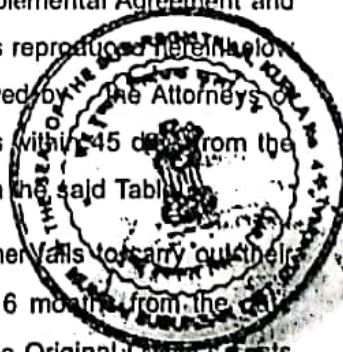
(i) Claims/Objections and the revenue records which are not relating to the above Property under development by Ashford and Original Owner have assured Ashford in that behalf and shall give declaration and indemnity in that behalf.

(ii) The revenue records which are to be got rectified by deletion of names of such persons and obtain the revenue records only in the name of Ceat Limited.

(iii) Claims/Objections in respect of which either the Original Owner obtaining Certificate of M/s. Malvi Ranchoddas & Co., Advocates that said claims/ objections are legally not tenable and therefore not valid or the Original Owner getting them withdrawn or settled at their costs the particulars of the aforesaid Claims are set out in the Table annexed to the said Supplemental Agreement and marked with letter "A" being same as reproduced hereinafter, and further claims/objections if received by the Attorneys of Ashford in response to Public Notices within 45 days from the date thereof will also stand included in the said Table.

(v) It is further agreed that if the Original Owner fails to carry out their obligations as set out hereinabove within 6 months from the date thereof, then Ashford will have option at the Original Owner's costs to carry out their obligations and amount/s spent by Ashford will stand adjusted and/or set off against Rs.10 Crores payable by Ashford to the Original Owner. If Ashford have deposited the said amount of Rs.10 Crores with M/s. Malvi Ranchoddas & Co., Advocates of the Original Owner, then Ashford will be entitled to refund of such

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(vi) Original Owner lastly confirmed that the aforesaid further Agreement forms part and parcel of the said Agreement for Development and shall be read accordingly. In the event of there being any conflict between the terms of the said Supplement Agreement and the said Agreement for Development, the terms contained in the Supplemental Agreement shall prevail.

TABLE "A"

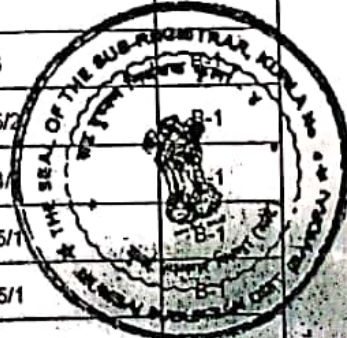
Sr No	Party	Date of Letter	Survey No.	Category
1	Smt. Meena Parashuram Vaity	8.1.2008 MR&CO	216 DIRECT PURCHASE	B-3
2	Mr. Vishwas Bajrang Bhoir	9.1.2008 MR&CO	223/8 (CTS: 347) DIRECT PURCHASE	B-2
3	Talati & Bill Collector, Bhandup	7.1.2008 MR&CO	220 pt. SANAD	B-3
4	Mr. Rohidas Pandanath Vatandar	8.1.2008 MR&CO	217/1* Old Survey No.85 & 84 SANAD & DIRECT PURCHASE	B-2
5	Kamlakar Ganpat Bhoir & Ors.	5.1.2008 MR&CO	223/8; 218/7; 218* SANAD	B-2
6	Mr. Bhandup Estate Agency	7.1.2008 MR&CO	220 pt. SANAD	B-2
7	Jaynath Mahadev Bhoir Aburam Mahadev Bhoir	11.01.2008 MR&CO	220 pt. 217/4pt 216 217/2 SANAD	B-3
8	Vinod Shantaram Pawar	10.01.2008	213/5	B-3

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9	Janabai Kisan Mhatre w/o kisan Jivan Mhatre	07 01 2008 MR&CO	215/3 213/7 & 9 SANAD	B-3
10	Bhau Ram Taloskar Damodar Bhau Taloskar Pasha B Taloskar Bhau Krishan Vaity Gopal Pandu Mhatre Shankar B Mhatre Balram Manglya Vaity Kashinath M Mhatre Vasant G Mhatre Ramesh R Bhoir Japrakash S Keny Shantaram N Pawar Narayan Y Keny Rama Y Keny Shantaram Manik Bhoir Ganesh K Bhoir Manoj B Mhatre Devram S Patil Ramesh D Patil	09 01.2008 MR&CO	213/4-9,214/1-2-3, 215/1-2-3-4-5, 216p,217/1-12, 218/1p,218/2p, 219,220/p SANAD DIRECT PURCHASE	B-3
11.	Mr. Ramesh Kisan Mhatre	12.1.2008 MR&CO	213/4; 213/7; 213/9	B-3
12	Mr. Kailash Sudam Bhoir	12.1.2008 MR&CO	213/4	B-3
13.	Mr. Waman Mahadu Bhoir	R/R	216	
14.	Mr. Gopal Pandu Mhatre	R/R	215/2	B-1
15	Khol Bhandup Estate	R/R	214/	B-1
16A.	Mr. Shankar Bhau Mhatre	R/R	215/1	B-1
16B.	Ms. Jaminl Halya Bhagat	R/R	215/1	B-1
17.	Central Railway Arterial Rail Siding	R/R	220 B (P1)	B-2
18.	Mr. Ratansey Karsondas & Ors.	R/R	220 A	B-2
19.	Mr. J.H. Bhalekar Prop. of Janprabha (Shankar Bhau Mhatre)	11-02-2008 PKS&CO	215/1	B-1
20.	Bhandup Estate	15-02-2008	220 (P1)	B-3

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## DEFINITION OF EACH CATEGORY AND ABBREVIATIONS

Cat B-1 Relating to Revenue Record Entry which CEAT Limited will get rectified and delete the names of parties appearing in Revenue Record and in stead get name of CEAT Limited inserted at their cost.

Cat B-2 : Not relating to Property under Sale and CEAT Limited assures Ashford Infotech Pvt. Ltd. that the Property under Development/Sale has no liability regards such claim or Revenue Record.

Cat B-3 CEAT Limited will obtain Certificate from MR&CO certifying that claim/entry is untenable and invalid in law

MR&CO M/s Malvi Ranchoddas & Co.

PKS&CO M/s Parimal K. Shroff & Co.,

R/R Revenue Records

9. By Declaration cum-Indemnity dated 10th March, 2008 and registered with the Sub Registrar of Assurances at Bandra under Serial No. 30E 100 of 2008 of the Original Owner, the Original Owner has further interalia represented as follows:-

(i) The Original Owner has agreed to grant to Ashford the development rights in respect of portion of the said Larger Property bearing C.T.S. No.338 (part) admeasuring 28,010.43 sq. mts or thereabouts together with the three structures standing thereon including right to utilize Floor Space Index ("F.S.I.") and Transferable Development Right as may be permissible ("T.D.R.") now and in future on the said portion being the above property



(ii) The Original Owner is entitled to now balance 93,938.16 Sq. Mts. Balance area with Factory and other structures standing thereon more particularly described in the Third Schedule to the said Development Agreement (therein referred to as "the said Retained Property").

(iii) The transfer of the above Property will not impact the operations of the Original Owner from the Retained Property.

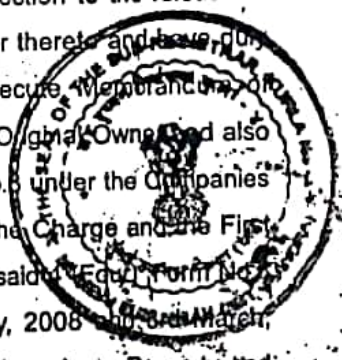
(iv) In pursuance of an application made by the Original Owner vide its letter dated 28th December 2008

2007 by its Order dated 22nd January 2008, the Commissioner of Labour has granted NOC for the development / sale of the above Property.

(v) There existed charges created (by way of Mortgage by Deposit of Title Deeds by Constructive Delivery) by the Original Owner over or in respect of the Larger Property in favour of certain Banks / Financial Institutions by way of First Charge / Second Charge (hereinafter referred to as "the said Charge"). The Second Charge holders are represented by Bank of India, Mumbai Large Corporate Branch, M G Road, Mumbai as duly authorized lead banker. The original documents of title in respect of the said Larger Property are lying in the custody of UCO Bank, D.N. Road, Fort Branch, Mumbai as security agent for the First and Second Charge Holders in pursuance of the original Memorandum of Entry dated 29th November 1980 and further deposited by constructive delivery from time to time and lastly by Memorandum of Entry dated 19th September 2007. (The said First and Second Charge Holders are now collectively described as "Charge Holders" and the said Bank of India, Mumbai Large Corporate Branch being the duly authorized lead banker of the Second Charge Holders is described as "Lead Banker".)

(vi) The Charge Holders gave their No Objection to the release of the Charge on the above Property prior thereto and have duly authorized the said UCO Bank to execute Memorandum of Entry between UCO Bank Ltd. and the Original Owner and also authorized Lead Banker to sign Form No. 8 under the Companies Act, 1956 modifying and/or amending the Charge and the First Charge holders have also executed the said Form No. 8 on 28th February, 2008, 29th February, 2008 and 4th March, 2008 thereby releasing the Charge on the above Property and return certain documents of title exclusively pertaining to the above Property and more particularly described in the Fourth Schedule to the Agreement for Development simultaneously on the execution thereof as set out hereinafter and accordingly Memorandum of Entry is executed by UCO Bank with the Owners on 27th-February, 2008 and 4 (Four) Form No.8

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of Companies there are no charges / mortgages outstanding against the above Property .

(vii) Consequent and subsequent to the said Memorandum of Entry and Form No.8, the charges now remain on the Retained Property and the Nasik Immoveable Properties of the Original Owner,

(viii) The Original Owners have agreed to cause production of the Original Title Deeds by the said UCO Bank and to provide the certified copies thereof at the request of Ashford time to time in pursuance of the said Memorandum of Entry referred hereinabove.

(ix) The Original Owner has further represented to Ashford that:-

(a) The said Sanads dated 29th December, 1969 and 23rd June, 1975 are valid and subsisting and no notice for any breach or non-compliance is received by the Original Owner and no proceedings are pending in that behalf.

(b) The above Property is free from encumbrances and there is no mortgage, charge, claim or encumbrance outstanding against the above Property either of the said charge holders or any other Bank or financial institution/s or any person or party and there are no tax, dues, outstanding or payable by the Original Owner and there is no notice of demand or notice of attachment or any proceedings pending against the above Property either under Income Tax Act or any other statute or Law.

The Original Owner has produced Certificate under Section 281(1)(ii) of the Income Tax Act, 1961 permitting Original Owner to sell development rights or outright sale of the above property on 25th February, 2008.

There is no decree, order, attachment or restraint order passed by any Court or authority or any Statutory Body having jurisdiction in India, which restrains the Original Owner from dealing with or disposing off the above Property or any part thereof including for any statutory dues or otherwise. There is no litigation pending against the above property.

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(e) The Original Owner is in exclusive quiet, vacant and peaceful possession of the above Property and every part thereof and there are no tenants, sub-tenants, lessees, licensees or occupant in possession of the above Property or any part thereof.

(f) There is no agreement, arrangement, contract or commitment either for sale or lease or license to develop or to enter into any Joint Venture for development or to introduce the above Property in any partnership or otherwise alienate the above Property and the Original Owner has full right, absolute authority and good power and the Original Owner is fully entitled to grant the development rights in respect of the above Property to Ashford

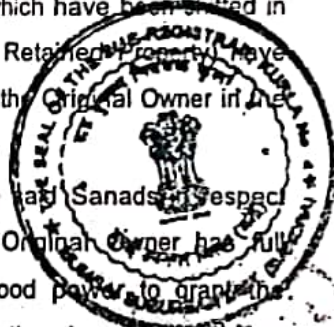
(g) The above Property does not constitute the whole or substantially the whole of any "undertaking" of the Original Owner within the meaning of that expression under section 293(1)(a) of the Companies Act, 1956 and no consent in general meeting of the Original Owner is necessary for any transfer of the above Property by the Original Owner.

(h) The workmen employed in the departments previously located in the above Property (which have been shifted in the balance portion of the said Retained Property) have been relocated in the Factory of the Original Owner in the Retained Property.

(i) Subject to the provisions of the said Sanads in respect of the said Sanad Lands the Original Owner has full right, absolute authority and good power to grant the development rights in respect of the above Property free from encumbrances.

(j) The Original Owner is desirous of granting the development rights and relying upon the representations and assurances of the Original Owner subject to the provisions of the said Sanads in respect of the said Sanad Lands Ashford is desirous of acquiring the above Property by way of purchase of development rights on the terms and conditions and on "as is-where is basis" however title free from encumbrances and vacant possession of the above

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10 The Original Owner has on 10th March, 2008 interalia executed following Irrevocable Power of Attorneys in favour of Ashford:

- (i) Power of Attorney for Development (registered with the Sub-Registrar Kurla under Serial No.1715 of 2008).
- (ii) Power of Attorney for executing Conveyance or Conveyances in respect of 1067 Sq. Mt. area of the portion of Acquired Land. (registered with the Sub-Registrar Kurla under Serial No.1716 of 2008)
- (iii) Power of Attorney for execution of Conveyance or Conveyances in respect of the said 26,943 Sq. Mts. Area of Sanad Lands. (registered with the Sub-Registrar Kurla under Serial No.1717 of 2008)

The Power of Attorneys described as items (ii) and (iii) hereinabove are deposited with M/s. Malvi Ranchhoddas & Co., Advocates and Solicitors pursuant to and subject to the terms of the said Agreement for Development

11 Under the said Agreement for Development the Original Owner further covenanted with Ashford that:-

(i) The Original Owner will not create any mortgage or charge or encumbrance on the basis of the documents deposited by the Original Owner with the Charge Holders and at present held by UCO Bank on behalf of Consortium of Bankers and all the Charge Holders and after the same are released by the said UCO Bank and/or Consortium of Bankers and/or Charge Holders at any time hereafter in any manner whatsoever on the above

(ii) Upon and in the event of the said original documents of title which are common in respect of the above Property and the Retained Property being released by the said Consortium of Bankers and/or Charge Holders and/or the said UCO Bank on behalf of the Charge Holders, the Original Owner shall not hand over the said original documents of title to any Purchaser or Transferee without first obtaining registered covenant for production of title deeds in favour of Ashford and persons claiming through them and obtaining registered declaration and covenant not to create any mortgage or charge on the above





Property at any time on the basis of the said documents of title.

(iii) Upon and in the event of the said original documents of title which are common in respect of the above Property and the balance Retained Portion of the larger Property being received from the Consortium of Bankers and/or Charge Holders and/or the said UCO Bank and the same being deposited or re-deposited with any Bank or Financial Institution by the Original Owner for securing any mortgage or charge then the Owner will ensure that the said mortgage or charge shall not affect or prejudice the rights of Ashford and persons claiming through them to the above Property and the Original Owners will also obtain from such Bank or Financial Institution covenant and Covenant to produce the said original documents of title and furnish certified copies thereof to Ashford or person claiming through them in like terms as and contained in the said MOE.

(iv) The Original Owner shall not utilize any E.S.I. in respect of the above Property and utilize any T.D.R. on the basis of area of the above Property at any time hereafter in any manner whatsoever.

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(v) On the expiration of the period of six months from the date of the execution of the said Agreement for Development there being no claims, demands or disputes by any workmen or the Union of the workmen of the Original Owner in respect of the grant of development rights by the Original Owner in respect of the above Property or upon all such claims, demands or disputes (if any) shall be got settled and/or withdrawn by the Original Owner at their own costs, whichever is less, it is however agreed that if any such claims, demands or disputes are made by any Workmen or Union of the Workmen of the Original Owner in respect of development of the above Property after payment of the balance consideration by Ashford to the Original Owner, then the Original Owner shall get such claims, demands or disputes settled and/or withdrawn at their own costs expeditiously.



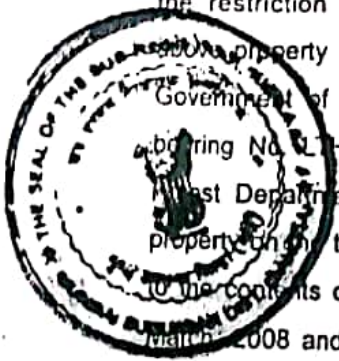


PRA-KRA88-A-2 in the Revenue & Forest Department dated 18th September, 2010 to the Original Owner on the terms and conditions therein contained.

13. By Indenture of Mortgage dated 17th June, 2011 and made between Ashford as the Borrower of the First Part, Original Owner as Owner of the Second Part and State Bank of India as the Mortgagee of the Third Part, Ashford has executed First Charge / Mortgage on the said property on the terms and conditions therein contained.
14. By Deed of Conveyance dated 25th July, 2011 and made between the Original Owner as the Owner of the One Part and Ashford as the Promoter/Purchaser of the Other Part, the Original Owner sold, conveyed and assured unto Ashford the above property on the terms and conditions therein contained.
15. Mr Ketan Gogri, Director of M/s. Ashford Infotech Private Limited by Declaration-cum-Indemnity dated 17th August, 2011 for self and on behalf of Ashford has declared and confirmed that save and except the said Mortgage dated 17th June, 2011 in favour of State Bank of India Ashford has not created any other Mortgage, Charge or encumbrance on the above property and Ashford has clear and marketable title free from encumbrances to the above property and every part thereof.

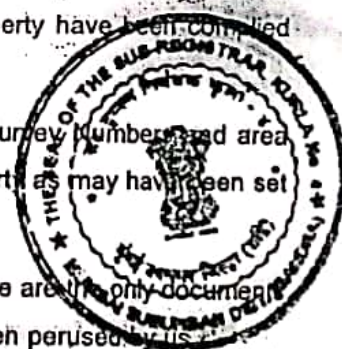
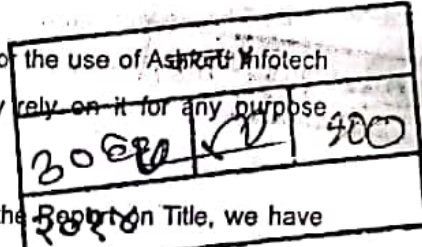
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16. Subject to what is stated above on the basis of the documents submitted to us and subject to the restrictions in the said Sanads dated 29th December, 1969 and 23rd June 1975 and particularly the restriction against change of User and alienation of the said property and subject to the said Permission granted by the Government of Maharashtra to the Original Owner by its Order bearing No. L.H-07 / 2009 / PRA-KRA88-A-2 in the Revenue & Forest Department dated 18th September, 2010 to sell the said property on the terms and conditions therein contained and subject to the contents of the said Declaration-cum- Indemnity dated 10th March, 2008 and registered with the Sub Registrar of Assurances at Bandra under Serial No. 1718 of 2008 and subject to the said Supplemental Agreement dated 10th March, 2008 and obligations undertaken by the Original Owner and subject to the sub-division of the above property from the said Larger Property and subject to the said Indenture of Mortgage dated 17th June, 2011 registered with the Sub Registrar of Assurances at Bandra.



2011 in favour of State Bank of India and subject to the said Deed of Conveyance dated 25th July, 2011 registered with the Sub Registrar of Assurances at Bandra under Serial No. 8108 of 2011 and subject to and relying upon the contents of the Declaration - cum- Indemnity of Mr. Ketan S. Gogri for self and as Director of Ashford Infotech Private Ltd. dated 17th August, 2011, we are of the opinion that title of the Original Owner to the above property is clear and marketable and free from encumbrances. There is no litigation pending against the above property.

17. This Report on Title is prepared solely for the use of Ashford Infotech Private Ltd. and no other person may rely on it for any purpose whatsoever.
18. Unless specifically stated otherwise in the Report on Title, we have not verified whether the formalities which have a direct bearing on the enforceability of the contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us have been complied with or not;
19. We have assumed that all the terms and conditions set out in Orders permitted Original Owner to hold the property have been complied with by Original Owner.
20. There may be inconsistencies in certain Survey Numbers and area of the land comprised in the Second Property as may have been set out hereinabove.
21. The documents set out in this Report on Title are the only documents of which originals where available have been perused by us.
22. This Report on Title shall not be relied upon, referred to and/or annexed to any document(s) / writing (s) and particularly in to the Agreement for Sale under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or under any other statute.
23. This Report on Title is based on Public Notices published on 5th February, 2008 and Search Report dated 20th February, 2008. The accuracy of this Report on Title necessarily depends on the documents furnished to us and the information provided to us during





information arising out of the documents, responses and other information furnished to us.

24. We accept no responsibility or legal liability to any person other than you in relation to the contents of this Report on Title.
25. The Report on Title has been prepared in accordance with and are subject to the Laws of India.
26. We have assumed that all the permissions/ orders / notification / sanctions issued or granted or passed by the relevant authorities as mentioned herein have been passed by / issued or granted by such relevant Authorities by following due process of law and we have assumed that all such relevant authorities have exercised their powers in accordance with the applicable laws.

27. We have assumed that all the documents as referred to in the Report on Title are valid and subsisting.

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308 909 THE FIRST SCHEDULE ABOVE REFERRED TO:

Description of the Larger Property

ALL THOSE pieces or parcels of lands or ground bearing CTS

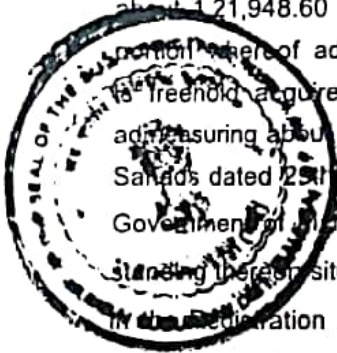
Nos. 338, 354, 354/1 to 12, 356 & 357, [bearing Old Survey Nos. 82/2, 83/1 & 2, 4 and 6, 84/1 to 8, 85/1 to 3, 5 to 11, 86/1-9 & 89, (new Survey Nos. 213/3, 213/4, 213/5, 213/6, 213/7, 213/8, 213/9, 214/3, 215/1, 214/1 & 215/2, 214/2 & 215/3, 216, and 220(pt) 212/3, 218/6/2, 218/2, 217/1/2, 217, 217/1 to 12, 218/1/2, 218/4, 218/6, 223/8/2, 223/8, 218/1, 218/1/2, 218/6/1, 219, 218/1/8, 224, 217/12, 217/11, 217/10, 217/9, 217/8, 217/7, 217/6, 217/5, 217/4, 217/3, 217/2, 217/1/2, 219 respectively) admeasuring about 1,21,948.60 sq mtrs as per the Property Card Extract, a part or portion thereof admeasuring about [28216.19 sq mtrs] or thereabout is freehold acquired by diverse conveyances and the remaining part admeasuring about 93,731.70 sq mtrs or thereabout is acquired under two Sarkats dated 25th December 1969 and 23rd June 1975 granted by the Government of Maharashtra, together with the Buildings and structures standing thereon situate lying and being at Village Bhandup, Taluka Kurla in the Mediation District and Sub District of Mumbai Suburban, and bounded as follows:-

On or towards the North by private Road maintained by the Municipal Corporation

On or towards the South by CTS No.357 and 358

On or towards the West by Municipal Road

On or towards the East by CTS Nos. 339 A/1, A/2, A/3, CTS No.346, 347, 357/3, 352





**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**Description of the Property**

ALL THAT piece or parcel of land or ground hereditaments and premises together with the four structures standing thereon situate lying and being at Village Bhandup, Taluka Kurla in the registration District and Sub District of Mumbai City and Mumbai Surburban bearing Survey No.213, Hissa No.4, Survey No.213, Hissa No.5, Survey No.213, Hissa No.6, Survey No. 213, Hissa No.7, Survey No.213, Hissa No.8, Survey No.213, Hissa No.9, Survey No.214, Hissa No.1 (Part), Survey No. 214, Hissa No.2 (Part), Survey No.215, Hissa No.1 (Part), Survey No. 215, Hissa No.2, Survey No. 215, Hissa No.3 (Part), Survey No.216 (Part) and Survey No.220 (Part) and bearing City Survey No.336 (Part) admeasuring aggregate 28,010.43 sq. mtrs. or thereabouts and bounded as follows:

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On or towards the North by BMC Road

On or towards the South by Larger Property of Ceat Limited being CTS No.338 (Part)

On or towards the West by Village Road

On or towards the East by balance Property of Ceat Limited bearing C.T.S. Nos.339 A/1 & 220 (Part)

DATED THIS DAY OF AUGUST 2017

DATED THIS 17<sup>th</sup> DAY OF AUGUST 2017

FOR M/S. PARIMAL K. SHROFF & CO.,



(PROPRIETOR)

ADVOCATES & SOLICITORS

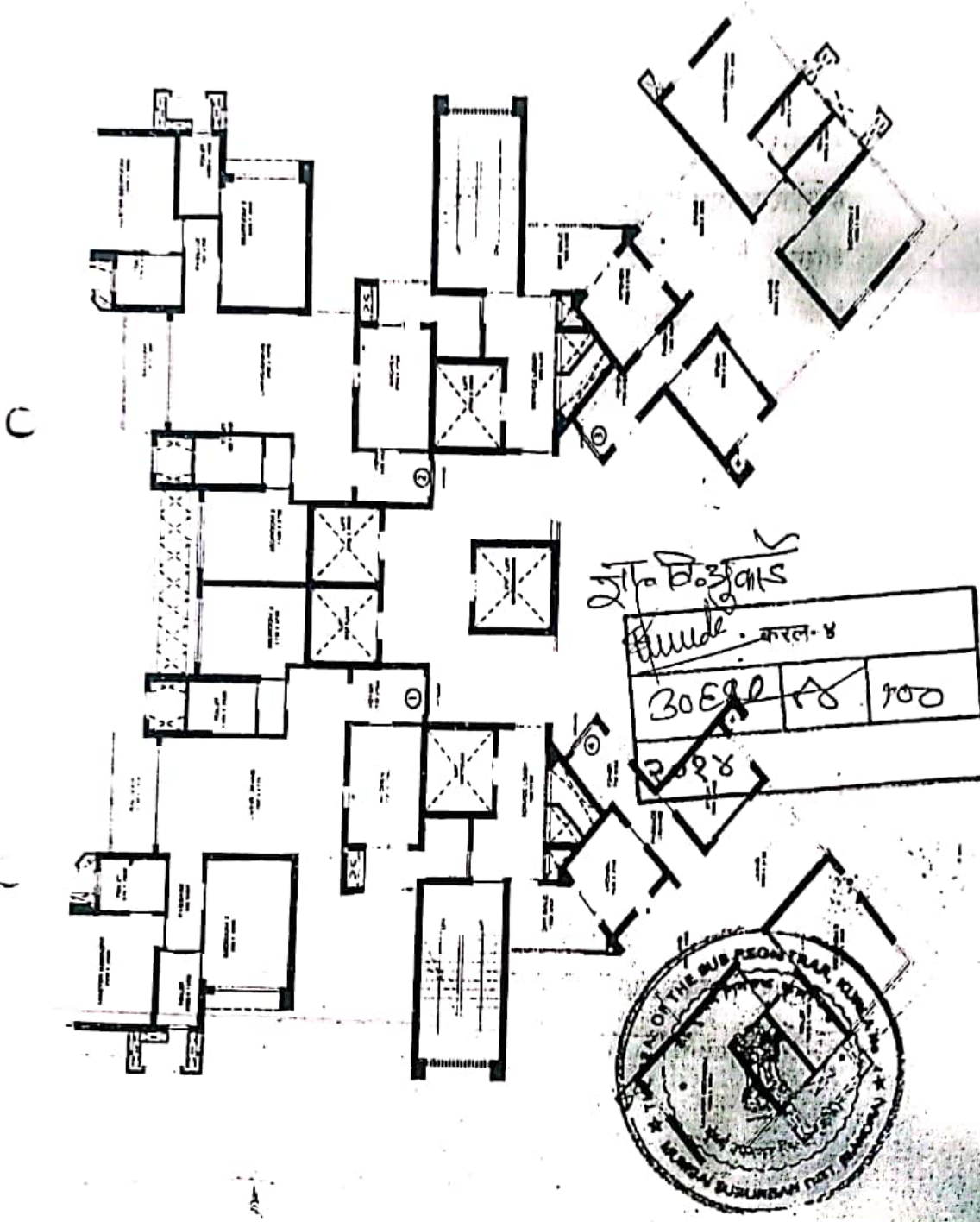
FOR M/S. PARIMAL K. SHROFF & CO.,

(PROPRIETOR)  
ADVOCATES & SOLICITORS



*[Signature]*  
Director

ANNEXURE D



27th August 2024  
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NO 101

FLOOR NO 1ST

TOWER NO. C



## APPENDIX-E

Pursuant to the Permission Granted by the District Collector by its order bearing No. C / Executive-2 / 2A / Land / Kavi-77 / 2011 dated 4th March, 2011 (hereinafter referred to as "the said Order"), the District Collector imposed the following conditions which shall be binding upon the Promoters as well as the Owners.

१. सदनिका धारकांची सहकारी गृहनिर्माण संस्था स्थापन करून नोंदणी करावी. त्यानंतर सदय संस्थेस शासन निर्णय दि. २५/०५/२००७ मधील तरतूदी बंधनकारक राहतील. जे लोक सदनिका खरेदी करतील त्यांनी भविष्यात सदनिकेचे हस्तांतरण अथवा विक्री केल्यास दि. २५/०५/२००७ च्या गामन निर्णयानुसार हस्तांतर मूल्य भरावे लागेल व याची स्पष्ट कल्पना कराराद्वारे सदस्यांना देण्यात यावी.

करत. ५

त्याचप्रमाणे भारतीय नोंदणी अधिनियम १९०८ च्या कलम २२अ नुसार जिल्हाधिकार्यांची पूर्व परवानगी घेणे बंधनकारक राहिल.

२. सदनिका धारकांना सदनिका तारण ठेवण्यापूर्वी शासनाची पूर्वपरवानगी घेणे आवश्यक राहिल व त्यावेळी ठरलेली प्रचलित दराने तारणशुल्क शासनास अदा करणे आवश्यक राहिल.

जमिनीचा वापर करताना संस्था वित्तीय संस्था / बँका यांच्याकडून किती कर्ज उभारणार आहे व किती क्षेत्र गलान्ण होणार आहे याची आगाऊ माहिती सादर करून व कर्जाच्या रकमेवर प्रचलित दराने तारण शुल्क आगाऊ भरणा केल्यानंतर नियमानुसार परवानगी देण्यात येईल.



# PROFARMA - B

## CONTENTS OF SHEET

DRAWING FOR THE 1ST FLOOR LEVEL PLAN  
 AND THE 2ND, 3RD, 4TH, 5TH FLOOR LEVELS  
 TYPICAL FLOOR AREA PROGRAM & AREA CALCULATIONS

16 FEB 2011

STAMP OF DATE OF RECEIPT OF PLAN

STAMP OF APPROVAL OF PLAN

1295...  
 Date 23/4/2011

conditions mentioned  
 12.2-F /BPESA  
 Prop. (E/B)

131

करल-म

3080	2	100
DINCE (S. NO. 38(PART) OF 100)		
2088		

## DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED RESIDENTIAL BUILDING ON PLOT PROPERTY BE VILLAGE BHANDUP AT VILLAGE ROAD, BOUNDAL, WAMBI

## NAME OF OWNER

ASHFORD INFOTECH PRIVATE LIMITED

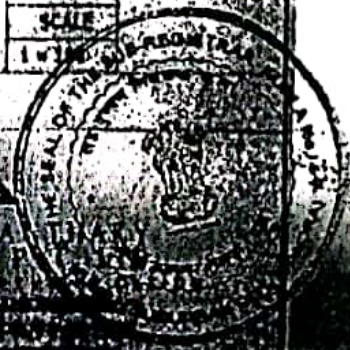
MS. ASHFORD INFOTECH PRIVATE LIMITED

JOB NO.	DRG. NO.	CHK. BY	DES. BY	DRN. BY	DATE	Director
SCALE						
1:100						

North Line

Architect

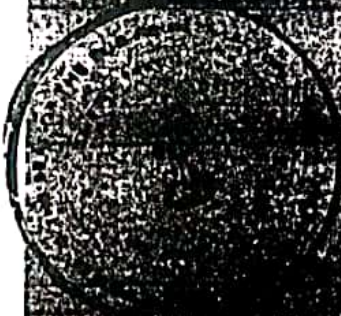
TALA  
 ASSOCIATED  
 ARCHITECTS  
 PVT. LTD.



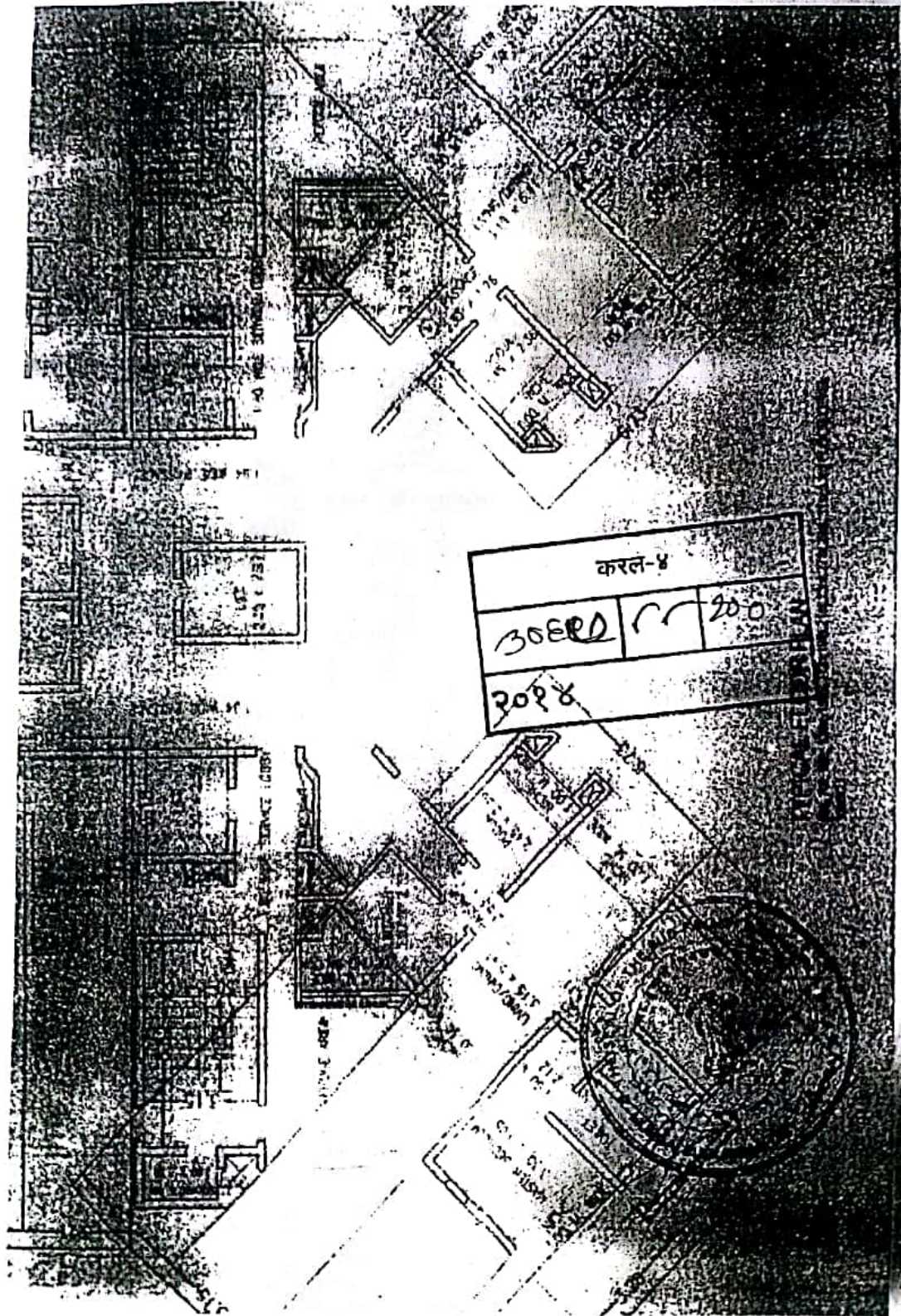


फॉर्म-४		
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10 FEB 2018

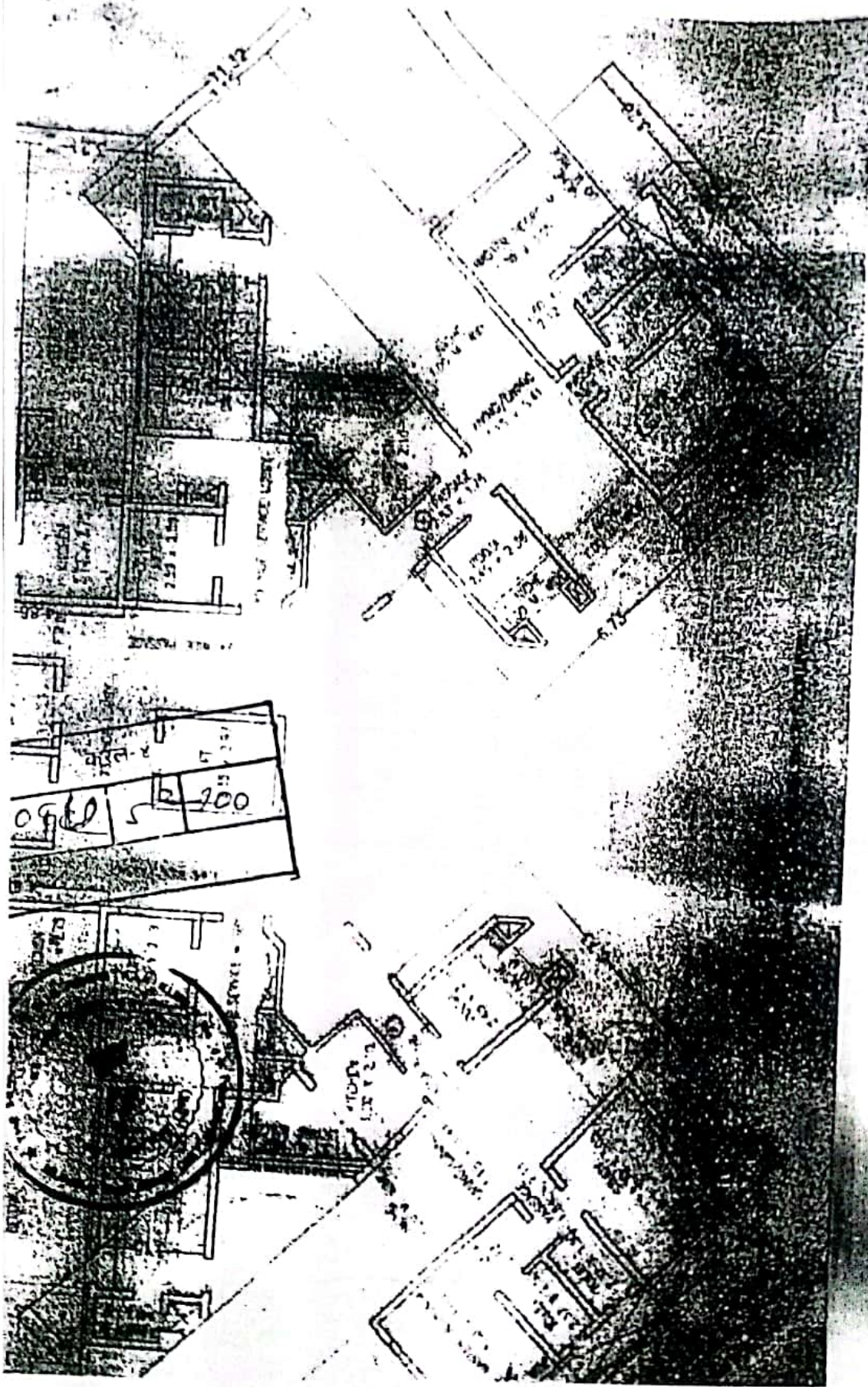






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बदर-3	
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**SPECIFIC POWER OF ATTORNEY**

TO ALL WHOM THESE PRESENTS SHALL COME: I Shri. **AN SHAM**  
**GOGRI** Director of **Ms. ASHFORD INFOTECH PRIVATE LIMITED**  
 Registered Office at 3-B, Court Chambers, 35-New **Marine Lines**  
 Mumbai - 400 020, SEND GREETINGS:

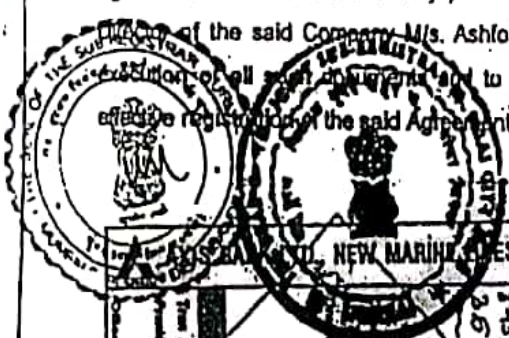


WHEREAS, I am one of the Director of **Ms. ASHFORD INFOTECH PRIVATE LIMITED**, having business as Builders & Developers in Bombay. During the course of business, we are required to register various documents in the name of the Firm namely **Ms. ASHFORD INFOTECH PRIVATE LIMITED**.

AND WHEREAS, I am desirous of appointing Mr. **PRASANNAKUMAR C. N.**, Indian Inhabitant, as our true and lawful attorney for the purpose of admit execution of documents at the office of Sub-Registrar of Assurances, Mumbai, or other offices or authorities having jurisdiction in that behalf and present and lodge before them for registration, all such documents, undertaking, agreements, declaration papers that are and/or may be hereafter executed by me on time to time including but not restricted to Development Agreement, Deed of Transfer Agreement for Sale of Flat in my personal capacity and in my capacity as a Director of the said Company **Ms. Ashford Infotech Pvt Ltd.**, and to admit

बबई-२
३०६०
२०१०

to do all acts and things necessary for the registration of the said Agreement, deeds and documents.



**NEW MARINE LINES BANKING DEPOSIT SLIP**

30680 20 900

INDIA

JUN 02

CASH RECEIVED

RECORDED

Stamp: JUN 02 2010



बदर-३	
५८	३
२०१०	



- 1) To appear before the Sub-Registrar of Assurances, Municipal Corporation of Greater Mumbai (M.C.G.M.) and / or Additional collector-Competent Authority (U.L.C.) in the name of **Ms. ASHFORD INFOTECH PVT. LTD.** and for us and on our behalf to admit execution of such documents executed by us.
- 2) For us and on our behalf to present for Registration any documents herebefore registered by us in the name of **Ms. ASHFORD INFOTECH PVT. LTD.**,

बदर-३	
१	१

- 3) To do all acts, deeds and things for us and on our behalf, to cause the attendance of any registering parties to any documents before the concerned Sub-Registrar of Assurances and to make application or submission in writing for the purpose of effectively registering any documents as the said Attorney may deem fit and proper.

करल-४	३०६१०९	१००
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०१४ AND we, for ourselves agree to ratify and confirm all and whatsoever our Attorneys shall purpose to do or cause to be done by virtue of these

uu



बदर-३	
३७७०	२
२००९	



बदर-१

३६३	७६
२०१०	

IN WITNESS, whereof I Director of ASHFORD-INFOTECH PVT. LTD. have hereunto set and subscribed our hand at Bombay this 2<sup>nd</sup> day of June, 2009.

Solemnly affirmed at Mumbai this 2<sup>nd</sup> day of June, 2009



**ASHFORD INFOTECH PVT. LTD.**

C

*Handwritten signature*



करले-४

३०६९९	१००
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**KETAN SHAMJI GOGRI**  
(DIRECTOR)



बदर-३

६६६	६
२०१०	

*Handwritten signature*

(PRASANNAKUMAR C. R.)

C

Witness 1: Shiraji S. Jadhav  
2:



बवई

७७७०	३
२००९	





2090 Commission of India  
 भारत सरकार के अधीन  
 IDENTITY CARD

MT/20/11/2009/591



Elector's Name  
 पिता/पति/सहोदर का  
 Father's/Mother's/  
 Husband's Name  
 पति/सहोदर का  
 Sex M  
 Age as on 1.1.95  
 11.95 ha as

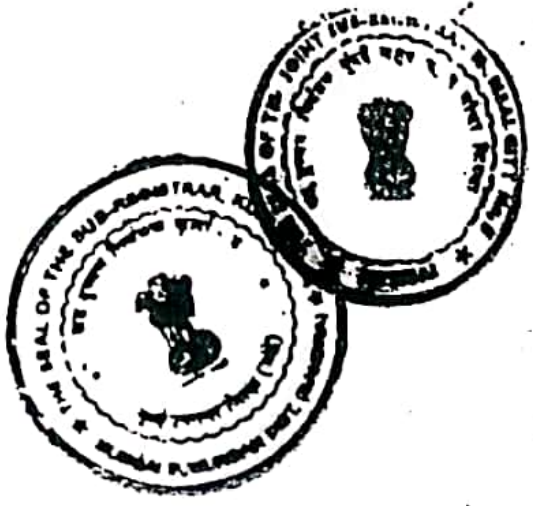
Shinde Vikas  
 Bk Ram  
 Jagannath  
 M



बवई-३  
 २०१०

२६६० ०३ १००

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 SHIVAJI RAJRAO JADHAV  
 RAJRAO YASHWANT JADHAV  
 22/09/1976  
 Permanent Account Number  
 AADP3381H  
 भारत सरकार  
 GOVT OF INDIA



बवई-२  
 ३७७० / ४  
 २००९







दस्तावेज क्रमांक (3770/2009)  
दिनांक 05/06/2009  
समय 11:58 AM

बदर-3  
2090

दस्तावेज क्रमांक (3770/2009)  
दिनांक 05/06/2009  
समय 11:58 AM

दिनांक 05/06/2009 11:58 AM  
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दिनांक 05/06/2009 12:01 PM  
दिनांक 05/06/2009 12:01 PM



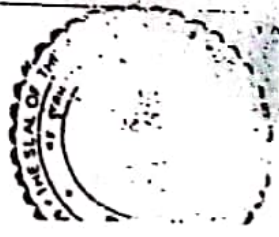
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2090

दिनांक 05/06/2009 12:01 PM  
दिनांक 05/06/2009 12:01 PM



प्रमाणित करणेत येते की  
दस्तावेज एकूण 2 पाने आहेत  
पुस्तकक्रमांक बदर-3/2010/2009  
नोंदला  
दिनांक 05/06/2009

सर. पुण्या निबंधक मुंबई शहर-2  
अपीलाची सुनावणी करण्या खेरीज  
निबंधकाचे सर्व अधिकार असलेला



CSUMRY 071016SR318 Prepared on 05/06/2009 12:01:57

करल-४		
३०६९०	६६	५००
२०१४		

घोषणापत्र

मी प्रशन्न कुमार सी. इन.

याद्वारे धारित करतं जो कुळ निवडका कुळ

याचे कार्यालयात करारनाम

चा रिप्लिकाचा दस्त नोंद घेतला आहे

सादर करण्यात आला आहे जो केतन बोगरी

या दिनाची दिनांक २/०६/२००९

मला दिलेल्या कुळमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंद घेतला आहे. निष्कार्दांत करून कमुली करत दिली आहे. सादर कुळमुखत्यारपत्राच्या आधारे मला कुळमुखत्यारपत्र रद्द केलेले नाही किंवा कुळमुखत्यारपत्र रद्द केलेले नाही. कोणीही मजत झालेले नाही किंवा अन्य कोणत्याही कारणाने मला कुळमुखत्यारपत्र रद्दबादल झालेले नाही. सादरचे कुळमुखत्यारपत्र पूर्णपणे अंमलबजावणी करायला मी पूर्णतः सक्षम आहे. सादरचे कथान बुकीचे आढावा घेऊन अधिनियम १९०६ च्या कलम ८३ अन्वये शिल्लेय मी पात्र राहिले नाही मला जाणवते आहे.



दिनांक १/४/१३

(Signature)

कुळमुखत्यारपत्रधारकाचे नाव व राहणी



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ASHFORD INFOTECH PRIVATE LIMITED



02/08/2007

Permanent Account Number

AAGCA4387B

PERMANENT ACCOUNT NUMBER

AAGCA4387B

MAHADEO VITHAL UKARDE

MAHADEO VITHAL UKARDE

DATE OF BIRTH  
23-08-1948

Signature

*Relish*

MAHADEO VITHAL UKARDE

DIRECTOR OF INCOME TAX (EVT) BANG

करल-४

3088



THE UNION OF INDIA  
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No. MH03 20070009128  
Valid Till: 11-08-2027 (NT)

DOB: 23-08-2007  
12-01-2014 (TR)  
AED 21-01-2011

AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA

COV DOV  
MCWG 12-08-2007  
LMV-TR 12-01-2011

FORM 1  
RULE 18 (7)

DOB 23-08-1948 BO

Name: SUNIL KHARAT  
S/O of ASHOK KHARAT  
Add: W.R.C-7, BIDHARATH COLONY,  
CHEMBUR, MUMBAI

PIN: 400071  
Signature & ID of  
Issuing Authority: MH03 2011309

Signature/Thumb  
Impression of Holder

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

JYOTI S UKARDE

MAHADEO RAJARAM VIDHATE

23/03/1978

Permanent Account Number  
AAWPU9512D

Signature



Summary I (GoshwaraBhag-1)

ISSUED

बुधवार, 09 एप्रिल 2014 6:00 म.न.

दस्त भावदार भाग-1

करण 4

दस्त क्रमांक: 3067/2014

ext 50

दस्त क्रमांक करण 4 /3067/2014

बाजार मूल्य ₹ 1,39,85,515/- मोबदला ₹ 1,31,25,000/-

भरणाक मुद्राक शुल्क ₹ 6,99,300/-

दु. नि. मद्र. दु. नि. करण 4 यांचे कार्यालय

अ. क्र. 3067 वर दि. 09-04-2014

गोरी 5.59 म.न. वा. हजर केला.

पावती.3464

पावती दिनांक: 09/04/2014

सादरकरणाचे नाव: ज्ञानदेव विठ्ठल उकारे

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2020.00

पृथांची संख्या: 101

एकुण: 32020.00

ज्ञानदेव विठ्ठल उकारे

दस्त हात करणाऱ्याची मही

ज्ञानदेव विठ्ठल उकारे

सह दुष्पत्र निबंधक कुर्ली-४

मुंबई उपनगर जिल्हा

ज्ञानदेव विठ्ठल उकारे  
सह दुष्पत्र निबंधक कुर्ली-४  
मुंबई उपनगर जिल्हा

दस्ताचा प्रकार: करणनामा

मुद्राक शुल्क: (एक) कोणत्याही महातगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उग-खड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिष्टा क्र. 1 09 / 04 / 2014 05 : 59 : 34 PM ची वेळ: (सादरीकरण)

शिष्टा क्र. 2 09 / 04 / 2014 06 : 00 : 06 PM ची वेळ: (फी)







09/04/2014 6 04 26 PM

दस्त गोपकारी भाग-2

कमल4

दस्त क्रमांक 3067/2014

*ec/90*

दस्त क्रमांक कमल4/3067/2014

दस्ताचा प्रकार - कारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वयाचित्र	अंगठ्याचा ठसा
1	नाम अशोकेंद्र एन्ट्रीव्ह प्रायव्हेट लिमिटेड तर्फे सनातन कृष्ण गोपाळ पाळकरावर्तले व सु. प्रह्लाद प्रसन्न कुमार वी. पा. पत्ता पत्राई नं. 10, माळा नं. - इमारतीचे नाव: अशोकेंद्र मॅन्स, ब्लाक नं. एम एन रोड, गाँव नं. लोअर मुंबई. पिन नंबर AAGCA4387B	लिहून घेणार वय :-49 स्वाक्षरी -		
2	नाम जानदेव विठ्ठल उकाई पत्ता पत्राई नं. 15/ग, माळा नं. - इमारतीचे नाव: शानी इंडस्ट्रियल इस्टेट, ब्लाक नं: एम एन रोड, गाँव नगर, रोड नं. मुंबई वेस्ट मुंबई, ... पिन नंबर AAAPU3661R	लिहून घेणार वय :-68 स्वाक्षरी:-		
3	नाम मंगीप जानदेव उकाई पत्ता पत्राई नं. 15/ग, माळा नं: - इमारतीचे नाव: शानी इंडस्ट्रियल इस्टेट, ब्लाक नं: एम एन रोड, गाँव नगर, रोड नं. मुंबई वेस्ट मुंबई, ... पिन नंबर AAOPU7181Q	लिहून घेणार वय :-38 स्वाक्षरी:-		

*ccy*

*श्री. वि. उकाई*

*Kunde*

वरील दस्तापत्र करून देणाने संबंधीत कारनामा चा दस्त घेवज करून दिव्याचे कतुल करतात. शिक्का क्र.3 ची वेळ 09 / 04 / 2014 06 : 03 : 06 PM

ओळख:- खात्रील इमम अमे निवेदीत करतात की ते दस्तघेवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	द्वयाचित्र	अंगठ्याचा ठसा
1	नाम मुनिल - पुरान वय 28 पत्ता 15/ग, शानी इंडस्ट्रियल इस्टेट, एम एन रोड, गाँव नगर, मुंबई वेस्ट मुंबई पिन कोड:400080		
2	नाम शोनी एम उकाई वय 32 पत्ता 15/ग, शानी इंडस्ट्रियल इस्टेट, एम एन रोड, गाँव नगर, मुंबई वेस्ट मुंबई पिन कोड:400080		



शिक्का क्र.4 ची वेळ: 09 / 04 / 2014 06 : 03 : 53 PM  
शिक्का क्र.5 ची वेळ: 09 / 04 / 2014 06 : 04 : 43 PM

Summary-2 दस्तावेज नंबर - २

KR14

*Autograph*

EPayment Details.

Sl. No. EPayment Number  
1. M-000014287001314M  
2. M-000014182201314M

करल-४		
30६०	900	900
००१४		

Defacement Number  
0000080821201415  
0000080822201415

3087/2014

Know Your Rights as Registrants

- 1. Download document for costlessness through thumbnail (4 pages on a side) printout after scanning.
  - 2. Deposit and fee-00 of scanned document along with original document immediately after registration.
- For feedback please write to us at feedback@santa@gmail.com



प्रमाणित करण्यात येते की या दस्ताव्यात  
एकूण *३०६०/२०१४* (९००) पाने आहेत  
करल-२/ *३०६०/२०१४*  
पुस्तक क्रमांक १ क्रमांकावर नोंदला.  
दिनांक ... *२५/१२/२०१४*

*Autograph*  
कि. एम. कोतकर  
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