

Hot Payment Successful Your Payment Confirmation Number is 680004195



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CHALLAN			
MTR Form Number - 6			
QRN NUMBER	MH007544844201316R	BARCODE	Form ID: 24-02-2016
Department	IGR	Payee Details	
Receipt Type	RIE	Dept. ID (If Any)	
Office Name	IGR135-VSIB VASAI NO 3 JOINT SUB REGISTRAR Location	PAN No. (If Applicable)	PAN-AETPN1543E
Year	Period: From : 24/02/2016 To : 31/03/2009	Full Name	EMELIA NORONHA
Object	Amount in Rs.	Flat/Shop/Plot/Other	AREAS GLOBAL
0030046401-75	139500.00	Prepaid Bldg	AREAS GLOBAL
0050063301-70	23250.00	Room/Store	WARI TALUKON
	0.00	Area/Quality	CHANDANHAR
	0.00	Town/District	PIN 401008
	0.00	Remarks	AT Once
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	162750.00	Amount words	Rupees One Lakh Sixty Two Thousand Seven Hundred Fifty Only
Payment Details: IDBI Net Banking Payment ID : 83582010		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332016022450152	
Cheque- DD No.		Date 24-02-2016	
Name of Bank IDBI BANK		Bank-Branch	
Name of Branch		Scroff No.	

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महाराष्ट्र शासन - नौदली व मुद्रांक विभाग
मुद्रांकन अधिनियम, १९६८

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उत्तर क्र. २२८३ / २०१६
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१. पत्राचार प्रकार : हस्ताक्षरित अनुक्रम क्रमांक : २५६२१९३२
२. उपाययोजनाचे नाव : आर्थिक निवेदन
३. शालुका : वसई ४. पाषाण नोंद : ५५.५५.५५
५. नगरपालिका क्रमांक / पत्रे क्र. / अंतिम मुखद क्रमांक : २५.५५.५५
६. मूल्य दरविनाम (होन) : २५.५५.५५ उपविभाग : ३९०००१
७. शिक्षणीय प्रकार :- प्राथमिक / निवृत्ती / कार्यालय / पुस्तक / खोदपाणि /
८. प्रत्यक्ष नमूने केसल्या शिक्षणीय क्षेत्रफल : २५.५५.५५ कार्यालय / निवृत्ती / पुस्तक / खोदपाणि /
९. कार्यालय : गवळी पोस्टाळा : २५.५५.५५
१०. पत्राचार क्रमांक : २५.५५.५५ उपवाहन क्रमांक : २५.५५.५५
११. बंदकाल वर्ष : २५.५५.५५ घनता : २५.५५.५५
१२. नोंदकालाचा प्रकार :- आवृत्ती / इतर पत्रे / अर्थ पत्रे / बंधन
१३. बांधासमूह ठरपावरील मार्गदर्शक सुचना क्र. : २५.५५.५५ व्याख्या विनंती नं. / पाठ
१४. निष्पत्ती केसले बांधासमूह : २५.५५.५५
१५. बंदकालाचे परीक्षित मोबदला : २५.५५.५५
१६. देय मुद्रांक मुल्य : २५.५५.५५ १७. घटनेचे मुल्य : २५.५५.५५
१७. देय नौदली क्र. : २५.५५.५५

निधीक

प्रतिष्ठा / घोषणापत्र

गो / बंधनी

१) श्री / श्रीमती

२) श्री / श्रीमती

३) श्री / श्रीमती

सर्व प्रतिवेदन करणे को. सचिवमंडळी विभागाला दिवसाला ही यापुढी खरेदी वेळापत्राने कोठेही विक्री महान, पुढील, जीव, मूल्यवार, पोटरी या हवर बंधन ठरविले जाईल. जवळपासच्या नोंदविनेली नवी, घाटी नौदली कागदा - २५.५५.५५. १६. बंधनाचा मोब (Security) यापुढीमुळे घाटी करणे ठरविले जाई. एकेक सदर विभागाला ही खरेदी वेळार यांच्या घटनेची जाई. घटनेचा मुल्य, केसलेचा पाहून घटने घटनेची जाई. या निवृत्तीमधून कोठी घटने घटनेचा त्याची संपत्ती जवळपास जाई / बंधनाचा घटनेचा जाई. या निवृत्ती मधील घटने.

खरेदी वेळार (Purchaser)

१. C. Narayan

२. Amrta

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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made entered and executed at
 Mumbai on this 24 day of FEB in the Christian Year Two
 Thousand 16 BETWEEN DUPL GLOBAL
INFRASTRUCTURE PRIVATE LIMITED a company incorporated under
 the provisions of the Companies Act, 1956 (No. 45202 MH
 2008 ETC 180487/2007-2008) and Shri. Dharmu P. Nigam Office at
UNICORN HOUSE, Shreeji Vihar Society, Opp. N.T. Road, Andheri (West)
Mumbai-400067 inter alia carrying on business as Real Estate
 Developers and 1. Mr. DHARMU P. NIGAM and 2. Mr. C. P. NIGAM hereinafter
 after referred to as "THE PROMOTERS" (which expression shall unless it
 be repugnant to the context or meaning thereof be shall be deemed to
 mean and include its successors and assigns) of the FIRST PART
 AND

SHRI/SMT. RUMI S. EMEEL NIGAM
MR. AGASTINHO ANTHONY NIGAM

of Mumbai Indian inhabitants residing at/having his/ her/its office
 address at New Flat, Phase 5, Kurla Industrial Area
Thane, Dist. Thane, Mumbai-60 hereinafter
 referred to as "THE FLAT PURCHASER/S" (which expression shall unless
 it be repugnant to the context or meaning thereof be deemed to mean
 and include in the case of individual or individuals, such individual
 and/or individuals and his/her/their respective heirs, executors and
 administrators; in the case of a firm, the partners or partner for the time
 being thereof, the survivors or survivor of them and the heirs, executors
 and administrators of the last of such survivors or survivor and in the
 case of the company, its successors and permitted assigns) of THE
 SECOND PART:

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(d) The PROMOTERS have ~~done~~ converted the said ~~large~~ property for the purpose of Non-agricultural use under the provisions of the Section 44 of the Maharashtra Land Revenue Code, 1966. The said N. A. Permission issued by the Collector of Thane vide their Order No: Mahaul/1/T-9/K.A.P./S.R.-103/2009 dated 6-9-2009 and vide Order No: Mahaul/1/T-9/K.A.P./S.R.-101/2009 dated 07-10-2009.

(c) The said PROMOTERS are developing and constructing building Schemes known as JOY and BLISS, this scheme consists of three buildings with several wings and the current development is as mentioned herein below and which is more particularly shown in ANNEXURE- B and part of the land over which the under mentioned buildings coming up is clearly mentioned in the SECOND SCHEDULE shown below written.

Building Scheme	Building No	Sub Plan	Plot Plan
JOY	2	Q	NE-F
BLISS	3	A B	A B
BLISS	4	E F	B A

The proposed construction will be of buildings consisting of ground / tilt and 7/14 upper floors (hereinafter the said development is referred to as the said building/s)

(f) Details of devolution of title with respect to the said property are as set out in the Title Certificate issued by Mr. W. A. Fernandes, Advocate having his office address at Flat No. G/2, Rupa Apartment, Near Pali Hospital, S.T. Stand, Nallasopara (W) Taluk Vasai, Dist Thane.

(g) Further buildings/wings shall be constructed on the rest of the said entire property by utilizing available /extra/incentive F.S.I. and/or any FSI generated by developing any beneficial scheme (formulated as per the applicable/ new G.R. of the Government of Maharashtra in respect of rest of the said large property and/or any entire increase, additional, extra in F.S.I. which may be available in respect of the said property in the near future or any

W. A. Fernandes



part thereof or by utilizing FSI available in the market/adjoining/ nearby area, entire property or otherwise as also by utilizing T.D.R. as may be permitted in law for construction on the rest of the said larger property or any part thereof on the entire property, which shall be always shall absolutely and exclusively belong to and be available to the said PROMOTERS only and the said Flat Purchaser/s herein shall not have to claim any rights, benefits or interest in a whole or part thereof. The said flat purchasers hereby consent to the above and the consent contemplated hereunder shall for all purposes be considered as the flat purchaser/s consent under the provisions of the section 7 (1), (2) & (3) and 7A and also other applicable rules and regulations prescribed by the said MOFA 1963.

(ii) The proposed building/s only a part of a larger construction scheme of the PROMOTERS who propose not only to construct the said building/s but also to develop the said entire property in various phases and/or improve them in due course of time as per the market demand.

(iii) The PROMOTERS have appointed an Architectural firm M/s. **AJAY WADE & ASSOCIATES** having their office address at A/6, First Floor, Sai Tower, Amboli Road, Vashi Road (West) East Thane and who has been registered with the Council of Architecture and have also appointed a Structural Engineers for the preparation of Layout Plan, Building Plan, Building drawings, Elevations, Sections, Specifications and structural designs, detailing and drawings of the said building/s according to the bye laws of the Development Control Regulations of Vashi-Visar Sub-Region and the PROMOTERS have accept the professional supervision of the Architects and Structural Engineers till the completion of the said building/s.

(iv) The PROMOTERS also have subject to the terms and conditions of the agreements and writings referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or sell with the flats/shops/offices or any other premises to be constructed by the PROMOTERS on the said property and to enter into any agreement/s with the Purchaser/s of the flats, shops/offices, hoarding, signage rights or

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otherwise and to receive the sale proceeds in respect thereof and appropriate the same into their account, execute and register the requisite deeds of documents for the said transactions. The said PROMOTERS being a corporate entity vide their Special Board Resolution dated 21.1.13 has duly authorized Mr. Jyotsna P. Jadhav or any other persons authorized from time to time inter alia to enter, sign and execute agreement for sale under the provisions of the section 4 of the said MOFA Act 1963 with the prospective flat purchasers and register the same with the Sub-Registrar Office having competent jurisdiction and also thereby to do all acts, deeds, things and materials which may be required for the effective completion of the said Agreements for sale so executed for the said purposes and the copy of the said resolution has been annexed herewith as ANNEXURE-1.

19 CIDCO being a special town planning authority for the scrutiny and verification of the plans according to the DCR of Vashi-Visar Sub-Region under the provisions of the Maharashtra Town and Country Planning Act, 1963 the said PROMOTERS had submitted through their Architect the development plan, building plans, drawings, elevations, floor plans and specifications etc for getting necessary sanctions and approvals from the said authority. The said CIDCO authority after elaborate scrutiny and perusal of the plans and other supportive documents submitted by the said PROMOTERS has sanctioned the Development Permission under section 43 of the Maharashtra Regional Town and Country Planning Act, 1963 vide Commencement certificate No: CIDCO/VVSR/CC/EP-4622/E/730 dated 02.7.2010. And for the better and proper implementation of the said group housing scheme PROMOTERS have revised the said Development Plan and the same has been approved and sanctioned by the CIDCO authority by issuing revised commencement certificate for the said revised Development Plan vide CIDCO/VVSR/RDP/EP-4622/E/007 dated 01.6.2011 under the provisions of the section 43 of the MRTP Act, 1965 which has been annexed herewith as ANNEXURE C and D respectively and a specimen copy of floor plan of the Flat agreed to be purchased by the Flat Purchaser/s and a copy of specifications have been annexed hereto respectively as ANNEXURE E and ANNEXURE F.

(ii)

The Flat Purchaser/s have demanded from the PROMOTERS and the PROMOTERS have given inspection to the Flat Purchaser/s all the documents of title relating to the said property including Certificate of Title issued by their Advocate Mr. W. A. FERNANDES and the true copy of the plans, designs and specifications prepared by the Promoters Architects M/s. AJAY WADE & ASSOCIATES, VASAI and of such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963, hereinafter referred to as "the said MOFA Act 1963" and the rules made thereunder and the Flat Purchaser/s confirmed having seen, perused, verified and understood the said documents, writing etc., fully and accepted that these are the full and true disclosures about the project, all details of the project, and the disclosures and their respective approvals and sanctions given by the competent authorities and their further future developments contemplated by said PROMOTERS as stipulated in various sections of the said MOFA Act and after being fully satisfied with all the aforesaid disclosures have agreed to enter into this Agreement with the full knowledge (hereof realising) that this Agreement is subject to the terms and conditions contained in the above mentioned documents.

(iii)

The copy of the Certificate of Title issued by the Advocate Mr. W. A. Fernandes Advocate, having his office address at Flat No. G/2, Rupa Apartment, Near Pardi Hospital, S. T. Stand, Nallasopara (W) Taluka Vasai, Dist. Thane and copies of Revenue Records No. 7112 extracts showing the nature of title of the PROMOTERS to the larger property on which the flats are to be constructed is annexed herewith as ANNEXURE-G and ANNEXURE-H respectively.

(iv)

While sanctioning the said plans, the concerned local authority/ planning authority and/or Government/concerned authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the said larger property and constructing the said buildings and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the

Signature
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said buildings shall be granted by the concerned local authority/planning authority.

(a) The PROMOTERS have accordingly commenced construction of the said buildings in accordance with the respective sanctioned plans approved and sanctioned by the said CIDCO authorities.

(b) The Flat Purchaser/s have applied to the PROMOTERS for allotment of the Flat No. 145 on the 3rd floor, measuring about 750 Sq. ft carpet area in Wing E in the building No. 71 to be constructed and to be known as "TITUS" and to be constructed on the Second Schedule mentioned property and more particularly described in the Third Schedule hereunder written and the said PROMOTERS have accepted such offer made by the said Flat Purchaser/s and thereby confirmed the allotment of the flat in the name of the Flat Purchaser/s and the allotment of said flat herein after referred to as the said flat in this agreement for sale.

(c) The said PROMOTERS have agreed to sell the said flat purchaser/s have agreed to purchase the said flat for a lump sum price of Rs. 2,25,000/- (Two Lakhs and Twenty Five Thousand only) and as per the terms and conditions mentioned by and between the parties herein in this agreement for sale.

(d) Prior to the execution of these presents, the Flat Purchaser/s has/have paid to the PROMOTERS a sum of Rs. 1,62,50/- (Rupees One Lakh Sixty Two Thousand Five Hundred only) being part payment of the sale price of the said flat/presents agreed to be sold by the PROMOTERS to the Flat Purchaser/s as and the same shall be construed as earnest money (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Flat Purchaser/s has/have agreed to pay to the PROMOTERS the balance of the sale price as per the payment schedule agreed by him/her/themselves and subject to other terms and conditions mentioned in this agreement.

(e) Under section 4 of the said MOFA Act, the PROMOTERS are required to execute a written Agreement for Sale of the said flat to the Flat Purchaser/s being in fact, these presents and it is also

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required that the said agreement be registered under the provisions of the Registration Act and which the Flat Purchaser/s have agreed to lodge for registration with the jurisdictional registering authority and inform the PROMOTERS to enable them to admit the execution within statutory period mentioned under section 23 and 25 of the Registration Act, 1908.

- (i) The said PROMOTERS in future proposed to develop the said building/s with G+14 structures for that they have prepared layout/building design, structural designs, pile foundations, piling structures, R.C.C. columns and beams etc, fire safety provisions, refuge area, lift and staircase passages etc to withstand such G+14 structures.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, CONFIRMED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:

1. The said PROMOTERS are as aforesaid developing/constructing building scheme known as SC/15 as Building No. 1 with 15 floors (CIDICO plan 15) partly in the Survey numbers 11, 12, 13, 14, 15 of Village Tivra, Taluka Vasai, District Thane, in the Registration District and Sub-District of Thane - Bassein and within the jurisdiction of Sub-Registrar Office of Vasai and which is more particularly described in the **SECOND SCHEDULE** herein below written and shall construct the said building/s consisting of ground and 7/14 floors on the said larger property in accordance with the plans, designs, specifications etc. approved by the special planning authority and/or will be approved and amended by the said special planning authority which have been seen and approved by the Flat Purchaser/s. However it is agreed that the said PROMOTERS shall be entitled to make such variations, additions, alterations and/or modifications as the PROMOTERS may consider necessary or as may be required by the concerned special planning authority or the Government using such present/future Floor Space Index (FSI) that may be available to the said PROMOTERS from the said concerned authority/ies and/or such other global floor space index (FSI) that may be available to the said PROMOTERS at any time in future till the completion of last project in the said entire

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property. It is being clearly agreed and understood by the Flat Purchaser/s that any benefit either present or future available by way of addition/increase/incentive or by way of global FSI or otherwise shall be only for the use and utilization or for sale of the said PROMOTERS only and the Flat Purchaser/s shall have no right and or claim in respect of the same whether during the time of commencement of the construction or during construction or after construction having been completed.

2. The Flat Purchaser/s hereby agree that all necessary facilities, assistance and co-operation shall be rendered by the said Flat Purchaser/s to the said PROMOTERS to enable the said PROMOTERS to make additions, alteration and or modification and/or to raise additional floor/floors or structures in accordance with the amended and or modified by the said special planning authority or any other concerned authority/ies.

The said Flat Purchaser/s hereby agree and undertakes that after the society registration of the said property as the case may be hereinafter referred to as the said society or association as hereinafter stated is registered, the Flat Purchaser/s as a member of the said organization shall agree and give their consent to such organization thereby granting and giving to the said organization the irrevocable right, facility, assistance and co-operation to enable the said PROMOTERS to enter upon the said property and said buildings to construct additional floor or floors above the said buildings or any part or portion thereof and for the aforesaid purpose to shift the water tanks and other structures etc. on upper floors or floor as constructed.

The said Flat Purchaser/s hereby gives their irrevocable consent to the said PROMOTERS to construct and develop additional floors/structures in the said buildings or any of its wings so as to avail off the full FSI permissible at present or in future including for stair case, lift and by way of TDR or by purchase and loading of floating FSI on the said property (hereinafter referred to as the additional constructions). The said Flat Purchaser/s further permits and empowers the said PROMOTERS to sell additional constructions to any person/s for such considerations and on such terms and conditions as the said PROMOTERS deem fit and

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proper from time to time in their absolute discretion and appropriate themselves the entire sale proceeds thereof without the said Flat Purchaser/s or anybody claiming under the said Flat Purchaser/s in the said buildings and or their organization having any claim thereto or to part thereof.

3. The Flat Purchaser/s hereby expressly consent to the said PROMOTERS for relocating, re-designing 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 re-align and redesign so as to exploit full residential and commercial potential of the said scheme. Provided that the PROMOTERS shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of such variations or modifications which may adversely affect the flat of the Flat Purchaser/s. And this agreement is only concerned with the said flat/premises only and nothing more than that.

4. If the buildings in which the Flat Purchaser/s have agreed to acquire the premises, are completed earlier than other buildings on the said larger property, the Flat Purchaser/s confirms that the Promoters then will be entitled to utilize any T.D.R. whether T.D.R. or otherwise, which may be available/excess/incentive available on the said property on the other extended areas or any part thereof or any adjoining/nearby property, entire property or properties as the case may be. Till the construction of the building scheme "JOY and BLOSS" is completed and the P.S.I. and/or T.D.R. available on the said larger property is fully utilized by the Promoters and the amount or amounts receivable by the PROMOTERS and all the obligations required to be carried out by the Flat Purchaser/s herein and the other purchasers of premises from the said PROMOTERS are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company as the case may be. The Flat Purchaser/s agrees and irrevocably consents not to raise any demand or dispute or objection in that behalf.

5. The Flat Purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves/itself about the title of the PROMOTERS to the said property and he/she/they/it

shall not be entitled, to further investigation of the title of the PROMOTERS and no requisitions or objection shall be raised on any matter relating to the title by the Flat Purchaser/s on execution of this agreement knowing that the PROMOTERS have disclosed true and full disclosure of title of the said property.

6. The Flat Purchaser/s hereby agree/agree to purchase from the PROMOTERS and the PROMOTERS hereby agree to sell to the Flat Purchaser/s on ownership basis flat No. 105 at 18 floor of Wing E in the building No. 4, measuring 650 Sq.ft of carpet area and for the purpose of calculation of stamp duty according to the provisions of the Bombay Stamp Act, 1958 the built up area of the said flat shall be 945 and from the building Scheme known as JOY and BLISS which is forming part of various survey numbers which is more particularly described in the SECOND SCHEDULE hereunder specifically written, and the flat has been delineated in the boundary line on the floor plan thereof hereto annexed and marked as FLAT - E (hereinafter referred to as "the flat") the price and the lump sum price of Rs. 11,62,500/- (Rupees ONE LAKH ONE THOUSAND TWO HUNDRED FIFTY only) with all common areas, amenities and facilities appurtenant to the said flat, the extent and description of such common/limited areas and facilities are shown on the plan annexed hereto.

7. The Flat Purchaser/s has paid to the PROMOTERS on or before the execution of this agreement a sum of Rs. 1,16,250/- (Rupees ONE LAKH ONE THOUSAND TWO HUNDRED FIFTY only) as and by way of earnest money and hereby agrees to pay to the PROMOTERS the balance amount of Rs. 10,46,250/- (Rupees TEN LAKH FOUR THOUSAND TWO HUNDRED FIFTY only) in the following manner:

- Rs. 2,16,250/- (Rupees TWO LAKH ONE THOUSAND TWO HUNDRED FIFTY only) On completion of plinth.
- Rs. 5,81,250/- (Rupees FIVE LAKH EIGHT THOUSAND TWO HUNDRED FIFTY only) On casting of 1st slab.
- Rs. 5,81,250/- (Rupees FIVE LAKH EIGHT THOUSAND TWO HUNDRED FIFTY only) On casting of 2nd slab.
- Rs. 5,81,250/- (Rupees FIVE LAKH EIGHT THOUSAND TWO HUNDRED FIFTY only) On casting of 3rd slab.

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On casting of 3rd slab.

(e) Rs. 5312/- Rupees FIFTY THREE THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 4th slab.

(f) Rs. 5375/- Rupees FIFTY THREE THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 5th slab.

(g) Rs. 5438/- Rupees FIFTY FOUR THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 6th slab.

(h) Rs. 5501/- Rupees FIFTY FIVE THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 7th slab.

(i) Rs. 5564/- Rupees FIFTY SIX THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 8th slab.

(j) Rs. 5627/- Rupees FIFTY SEVEN THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 9th slab.

(k) Rs. 5690/- Rupees FIFTY EIGHT THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 10th slab.

(l) Rs. 5753/- Rupees FIFTY NINE THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 11th slab.

(m) Rs. 5816/- Rupees SIXTY THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 12th slab.

(n) Rs. 5879/- Rupees SIXTY ONE THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 13th slab.

(o) Rs. 5942/- Rupees SIXTY TWO THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 14th slab.

(p) Rs. 6005/- Rupees SIXTY THREE THOUSAND only)
ONE HUNDRED TWENTY FIVE
On casting of 15th slab.

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- (i) Rs. 16,430/- Rupees SIX THOUSAND FOUR HUNDRED THIRTY ONLY
On completion of internal flooring.
- (ii) Rs. 15,450/- Rupees FIFTEEN THOUSAND FOUR HUNDRED FIFTY ONLY
On completion of plumbing and windows.
- (iii) Rs. 12,300/- Rupees TWELVE THOUSAND THREE HUNDRED ONLY
On completion of interior finishing and painting.
- (iv) Balance amount (Rupees 1,10,000/- ONE LAKH THOUSAND ONLY)
ON POSSESSION.

Provided that for the Flat Purchaser/s who are purchasing flat upto seventh floor, the provisions of (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z) shall be applicable. And the Flat Purchaser/s who are purchasing flat above seventh floor, the provisions of (a) to (z) shall be applicable without any change in the said payment schedule.

8. The said Flat/Premises as stated in clause 6 above, admeasures about 2.60 sq ft. (carpet area) which carpet area includes the area of the balcony. The Flat Purchaser/s has been specifically informed that apart from the said Carpet Area, the said Premises enjoys certain further areas such as flower beds and dry areas which is the elevation of the said building.

9. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration mentioned in the payment schedule and other amounts as may be demanded shall be the essence of the contract. And said payment of consideration and other payments as may be demanded by the said PROMOTERS shall be paid by the said Flat Purchaser/s on the agreed payment schedule strictly TIME IS THE ESSENCE OF THE CONTRACT. All the above respective payments shall be made by him/her/them/it within stipulated time of demand notice sent by the Promoters to make payment of the same. The PROMOTERS will send such notice under certificate of posting at the address or through email provided by the flat

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purchaser/s and such posting/email will be sufficient discharge to the Promoters served demand notice on the flat purchaser/s.

10. Without prejudice any other rights available to the PROMOTERS, under this agreement and/or in law, the PROMOTERS shall be entitled to claim and the Flat Purchaser/s shall be liable to pay to the PROMOTERS interest at the rate of 21 % per annum which may become due and payable by the Flat Purchaser/s under the terms of this agreement and remains unpaid for seven days or more after becoming due.

11. On the Flat Purchaser/s committing default in payment on the date of any amount due and payable by the Flat Purchaser/s to the Promoters under this agreement including his/her proportionate share of taxes levied by the concerned local authority and other charges etc) and/or on the Flat Purchaser/s committing breach of the terms and conditions herein contained, the Promoters shall be entitled at Promoters' own option to terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the PROMOTERS shall have given to the Flat Purchaser/s fifteen days prior notice in writing of the Promoters' intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate the agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice (reasonable time is agreed by the Promoters and the Flat Purchaser/s as fifteen days from the day of issue of notice.)

Provided that if the PROMOTERS does not receive any such reply or response from the flat Purchaser/s to comply with the terms mentioned in this clause within 15 days time period it shall deemed to be considered that the flat Purchaser/s have constructive notice of the same and he/she/they is/are not interested in purchasing the said flat and in that case the agreement entered by the flat Purchaser/s will be terminated or determined and it shall have no force of law. And on such

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termination the said PROMOTERS are entitled to execute unilateral cancellation deed and register the same with the jurisdictional Sub-Registrar Office for cancelling this agreement for sale and to make notice to the concerned parties that the said transaction has been come to end. Such registration of unilateral cancellation deed shall become constructive notice according to section 3 of the Transfer of Property Act, 1982 to all the concerned party/parties and concerned authorities.

Provided further that upon termination of this agreement as aforesaid, the PROMOTERS shall after forfeiting a sum equivalent to 20% of the total consideration money already paid by the said flat purchaser/s as a predetermined liquidated damages and after deduction of proportionate amount of tax/levies applicable the balance money paid by the Flat Purchaser/s to the PROMOTERS will refund to the said flat purchaser/s, but the PROMOTERS shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded. Upon termination or determination of this agreement and refund of the said amount by the Promoters by Bank draft/Pay order at the address given herein, under postal certificate or by Registered post A.D. as the Promoters may deem fit, the PROMOTERS shall be at liberty to dispose off and sell the said flat to such person and at such price as the PROMOTERS may in their absolute discretion think fit and the Flat Purchaser does not have any right, claim or any interest in the said flat.

12. The fixtures, fittings and amenities to be provided by the PROMOTERS in the said building/s and in the said flat are those as described in the Annexure-P hereunder written. The Flat Purchaser/s shall check all the fixtures and fittings in the said flat before taking possession of the same. Thereafter, the Flat Purchaser/s shall have no claim against the PROMOTERS in respect of any item or work in the said flat or in the said building or buildings, which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications, and/or this agreement and/or otherwise in relations thereto. And also the said PROMOTERS shall not be liable for any loss, damage and or theft of the said fixtures and

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Before the handing over the possession of the said flat to the Flat Purchaser/s

13. Commencing a week after notice in writing is given by the said PROMOTERS to the Flat Purchaser/s that the said flat is ready for use and occupation, irrespective of whether the possession of the premises is taken or not in accordance with the provisions of clause 10 of this agreement, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoing in respect of the said property and building/s namely local taxes, betterment charges or such other levies by the concerned local planning authority and/or Government, water charges, insurance, common lights, repairs, and salaries of watchmen, collectors, chowkidars, sweepers, security guards and other expenses necessary and incidental to the management and maintenance of the said property and building/s and common areas within seven days of such demand made by the said PROMOTERS. Until the said society/limited company or federation of societies is formed and the said property and buildings are transferred to it, the Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined from time to time. The Flat Purchaser/s further agree/s and undertake/s that till the Flat Purchaser/s share is so determined the Flat Purchaser/s shall pay to the Promoters monthly contribution of Rs. 450/- (Rupees FOUR HUNDRED FIFTY only) per month towards the outgoings. The amounts so paid by the Flat Purchaser/s to the PROMOTERS shall not carry any interest and after the payment towards the said maintenance any balance amount left and the same will remain with the Promoters till the necessary transfer deed is executed in favour of the society or a limited company or the federation of societies so formed, subject to provision 6 of the said MOPA Act, on such transfer deed being executed. The aforesaid deposit less deductions provided for under this agreement shall be paid over by the Promoters to the society or limited company as the case may be. The Flat Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further

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sum of Rs. 9,500/-
NINE THOUSAND only equivalent to

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maintenance charges shall be deposited by the Flat Purchaser/s with the Promoters before taking possession of the said Flat.

14. The Flat Purchaser/s shall on or before execution of this agreement for sale shall deposit with the PROMOTERS following sum of money in addition to any other amounts mentioned in this agreement for:

(i) Rs. 5000/- (Rupees FIVE THOUSAND only) for meeting all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the PROMOTERS in connection with the cost of preparing and engrossing this agreement.

(ii) Rs. 500/- (Rupees Five Hundred only) for share money of 5 shares of Rs. 50/- each and towards entrance fee of the proposed co-operative housing society or limited company as the case may be.

(iii) Rs. 5000/- (Rupees FIVE THOUSAND only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society or limited company as the case may be.

(iv) Rs. 5000/- (Rupees FIVE THOUSAND only) as security deposit which will include the deposits payable to the concerned special planning authority as a fee or premium etc. or government for giving water, electricity or any other service connection to the said building in which the said flat is situated. The balance of such deposits, if any will be transferred to the society or limited company in the account of the Flat Purchaser/s and if this deposit amount is found short, the Flat Purchaser/s agrees to pay such further amount as may be required by the Promoters/Society or the limited company as the case may be.

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And any other amount which may be in deficit and payable to the statutory authorities/municipal authorities shall be intimated at appropriate time. The same shall be paid by the Flat Purchaser/s without any hesitation or objection in this regard.

15. The PROMOTERS shall utilise the sum of Rs 762.17/- (Rupees THREE HUNDRED ONLY only) as mentioned in Clause 14 paid by Flat Purchaser/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoters in connection with formation of the said society or limited company as the case may be and preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement, and the conveyance or deed of assignment of lease.

16. The PROMOTERS shall maintain a separate account in respect of sums received by the PROMOTERS from the Flat Purchaser/s as deposit, sums received on account of the share capital, for the formation of the co-operative society or limited company or towards the outgoings, legal charges and shall utilise the amounts for said purpose and for any other incidental expenses related with the said objectives.

17. The Flat Purchaser/s agrees and undertakes to pay all amounts payable under this agreement as and when called upon by the PROMOTERS and the PROMOTERS are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non payments of any amount/s on the due dates. The Flat Purchaser/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the PROMOTERS indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Flat Purchaser/s under this agreement.

18. The PROMOTERS shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flat/shop/office/parking space. The PROMOTERS will

only bear the local body assessment, if any, payable
also till all such unsold flats etc. are sold.

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19. Any present as well as future increase/addition/incentive in floor space index available in respect of the said larger property, the PROMOTERS alone shall be entitled to such changes additional, increases/incentive in future in the FSI index and utilize such additional floor space index by constructing additional floor/s with unamended plans in the said building as may be approved by the CIDCO or MMRDA or MHADA or Government of Maharashtra or other competent authority even after the possession of the said flat handed over to the Flat Purchaser/s. Any residual or extra or additional/incentive FSI accrued thereon with respect to the said schedule mentioned property shall always be the property of the said PROMOTERS even after the formation of a society or limited company or federation of societies. The Promoter/s shall be entitled to utilize the same by constructing on the said larger property by any additional floors even after the completion of the said property and building to the ultimate body of purchaser/s.

20. In view of the development of Vasai-Virar Region, it is possible for the PROMOTERS to join hands with Government of Maharashtra or MMRDA or MHADA or any other competent or continued authority to promote special housing schemes announced or implemented from time to time and or promote RENTAL HOUSING SCHEME/PUBLIC PRIVATE PARTNERSHIP PROJECTS in association with MMRDA/MHADA with necessary amended plans from the CIDCO to make additional construction on the said property by utilising such development Rights. Such additional, structures or floors shall be the property of the Promoters and the PROMOTERS will be entitled to dispose off the same in any manner as PROMOTERS may deem fit without adversely affecting the flat of the Flat Purchaser/s. This disclosure informed to the flat purchaser/s will be deemed to be all the full and true disclosures about sanctioned plan and further potential development of the said project under section 7 and 7A of the said MOP&A Act.

21. If any portion of the said larger property is acquired or notified or declared by the Government of Maharashtra or being developed

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from time to time in association with Government of Maharashtra or MMKDA or MHADA or concerned planning authority or by any other public body or authority the PROMOTERS shall be entitled to receive all the benefits in respect thereof and/or the compensatory/incentive F.S.I. or T.D.R. and all other benefits which may be permitted in time. Thereafter all the federation of the societies is formed. In the same time respective society or limited company will be formed and registered, only plinth level conveyance of the said property will be conveyed to the respective society or limited company as the case may be. The PROMOTERS shall be entitled to use any additional F.S.I. or T.D.R. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. /T.D.R. or otherwise in respect of any adjoining property. Such additional structures and storeys shall be the sole property of the Promoters who will be entitled to dispose of the same in any way the Promoters choose and the said Purchaser/s hereby irrevocably consent to the same. The said Purchaser/s shall not be entitled to raise any objection or claim for refundment or discount in price of the flat agreed to be acquired by him/her/them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

22. It is agreed by and between the parties that if the permitted floor space index or density though available but not sanctioned at the time the society or the limited company is formed or registered and the said property along with the building property is transferred, then also the Promoters will have the absolute rights to put up additional construction and storeys and/or consume such balance and/or available floor space index of the said property by constructing further on the said property even after the registration of the society or company and transfer of the property.

23. Till the time of completion of the project in the said entire property the PROMOTERS are entitled to have right over consumption of balance FSI available to them according to prevailing town planning laws or any increase or modification/incentive in FSI announced or declared by the concerned planning authorities or

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a time to time
between the 23/12/12

25. The Flat Plate
rebate/compensation
his/her/their flat
additional floor/
and/or the other
building on the
advertisement
Antenna/Satellite
property and/or to

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26. The PROMOTERS hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority/planning authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said flat to the Flat Purchaser/s, obtain from the concerned local planning authority, occupation and/or completion certificate in respect of the said building/s.
27. The PROMOTERS hereby agree that they shall, before handing over possession of the said flat to the Flat Purchaser/s and in any event before execution of a conveyance/assignment of lease/lease of the said property in favour of a body to be formed by the Purchaser/s for shops/garages in the said building/s to be constructed in the said property make full and true disclosure of the nature of his title to the said property as well as encumbrances, if any, affecting any right, title, interest or claim of any party to or in the said property, and shall as far as practicable, ensure that the said property is free from all encumbrances, and that the Promoters have absolute, clear and marketable title to the said property so as to enable them to convey said Society/Limited Company such absolute, clear and marketable title on the execution of a conveyance of the said property in favour of the said Society/Limited Company or as the case may be.
28. The PROMOTERS shall be entitled to enter into agreements with other Flat Purchaser/s on such terms and conditions of the agreements as the PROMOTERS may deem fit without affecting or prejudicing the rights of the Flat Purchaser/s in the flat/premises under this agreement.
29. The name of the building shall forever be "BLIS".
30. The name of the Integrated Township shall be "GLOBAL ARENA". Even after the completion of the individual building/s, the PROMOTERS shall alone have right to assign name of the individual building/s. This name should be continued even after formation of the co-operative housing society or limited company.

or as the case may be. The PURCHASER shall not have any right to assign any name or symbol to the building/s.

31. It is hereby expressly agreed that the PROMOTERS shall notwithstanding anything contained in this agreement be entitled to sell the FSI, TDR, flats/promises, shops etc., in the said building/s and other structures on the said property for residential use or for any other permissible use in that behalf in such manner and on such terms and conditions as the Promoters may deem fit without affecting or prejudicing the rights of the Flat Purchaser/s in the said flat under this agreement.

32. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Flat Purchaser/s in respect of the said flat/promises, the PROMOTERS shall be at liberty to sell, assign, ~~or otherwise deal with~~ or dispose off Promoters' share in the said building and/or in the said property any part thereof or open land surrounding the said building and give open space or in any other manner the Promoters may deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Flat Purchaser/s and the ultimate society or limited company as the case may be.

33. The Flat Purchaser/s and the persons to whom premises is let, sub-let, transferred, assigned or given possession of (after obtaining prior written permission of the Promoters) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the PROMOTERS and/or the society may require for safeguarding the interest of the Promoters and/or the other flat/shop/promises etc., holders in the said building/s.

34. In the event of the Flat Purchaser/s attempting to and/or disposing of the said flat or any part thereof to any persons or party without obtaining the prior written no objection certificate from the said PROMOTERS by paying requisite transfer fee as may be decided from time to time, this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the Promoters shall have a right

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to forfeit the Earnest Money as mentioned in the clause 11 of this agreement from the amount already paid by the Flat Purchaser/s and the remaining balance amount will be refunded to the Flat Purchaser/s by the PROMOTERS without any interest and the flat purchaser/s shall hand over vacant and peaceful possession of the said flat to the PROMOTERS forthwith. And such second purchaser/s shall not be admitted to the proposed society or limited company as the case may be as a member. He will be declared as a tank trespasser in the schedule property. The said PROMOTERS are entitled to evict such person/s from the said premises and the said PROMOTERS have rights to initiate civil and criminal proceedings against such second purchaser/s.

33. The Flat Purchaser/s or his/her permitted transferee and/or transferees and/or nominees shall not change the user of any of the premises for the aforesaid purposes at any time in future. The Flat Purchaser/s agrees to bear and pay increase in local taxes, water charges, insurance, fine and such other levies if any, which are imposed by the concerned local planning authority and/or Government and/or other public authority, on account of unauthorized change of user of the premises by the Flat Purchaser/s. The Flat Purchaser/s shall indemnify the loss or damage suffered or sustained by the said Flat Purchaser/s for such violation of town planning laws.

35. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Flat Purchaser/s of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the said terrace flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters or the Society, or the limited company as the case may be. However the ownership rights over the common terrace, parapets above the buildings shall vests with the Promoters. The Promoters shall have a right to use, lease or let out for any purposes including multi functional activities such as for marriage, reception, roof garden, restaurant, putting and display of boardings and signboards, mobile communication towers etc or any other purpose as may be

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decided by the PROMOTERS from time to time after the formation of the society or limited company as the case may be.

37. The PROMOTERS shall have the right to give lease, let or sale or otherwise for the purpose of advertising, putting up satellite dishes etc. open spaces in the said property including on the terrace either by putting up support and/or using compound walls for the said purpose on such terms and conditions as the Promoters may desire. The PROMOTERS shall also be entitled to give open space on lease or on other terms for the purpose of having satellite transmitting centre or any other commercial purposes. The said right shall continue to subsist even after the said property is conveyed to the society or limited company and the same shall be incorporated in the proposed conveyance. The PROMOTERS shall pay a sum of Rs. 10/- per year to the society or limited company to be formed after the said property is conveyed to the society or limited company, such provided that if any Municipal rates, taxes, cesses, etc. are imposed on the owners of the said property or on the society in respect of any advertisement/hoarding put up on the open space terrace or any other portion of the said property, the same shall be borne and paid wholly by the PROMOTERS or his nominee. The PROMOTERS or his nominee shall be entitled to the income that may be derived by display of such advertisement or putting up of Satellite etc. at any time thereafter. The Flat Purchaser/s herein shall not be entitled to any abatement in price of the said premises/flat or to object to the same for any reason and shall allow the Promoters, his agents, servants, etc., to enter into the said property including the terraces and other open spaces in the said building for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings and/or satellites/disk. The PROMOTERS shall be entitled to transfer or assign such right to any person or persons whom the Promoters deem fit and the Flat Purchaser/s or the society or limited company shall not raise any objection thereto and shall not charge any fees or amount therefore. For the said purposes the said PROMOTERS can fix and utilize the electricity connections/meter boxes, water connections/meter boxes along with the existing provisions available in the said building and the Flat Purchaser/s or any

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the competent authority who, will act as an Arbitrator. Till the amount and interest thereon is refunded by the PROMOTERS to the Flat Purchaser/s. There shall, subject to prior arrangements, if any, be a charge of the Flat Purchaser on the said flat.

Provided that the PROMOTERS shall be entitled to reasonable extension of time for giving delivery of the said flat on the aforesaid date, if the completion of the building in which the premises is to be situated is delayed on account of:

- (i) non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, Civil Commotion or act of God;
- (iii) Any order, rule, notification of the Government and/or other public or competent authority or due to any orders, writs or sanction issued by the court of competent jurisdiction;
- (iv) Change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (v) delay in grant of any NOC/ permission/ licence/ connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority;

45. It is the honest endeavor of the PROMOTERS to complete the flat/premises/building mentioned in this agreement and to deliver the possession of the same to the purchaser/s on or before the time period mentioned in the above clause after obtaining Occupation Certificate and Completion Certificate from the concerned local/planning authorities subject to force majeure.

46. The Flat Purchaser/s shall take possession of the said flat within seven days of the PROMOTERS giving written notice to the Flat Purchaser/s intimating that the said flat is ready for use and occupation. The Flat Purchaser/s shall be liable to pay all

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outgoings on the expiry of 7 days from PROMOTERS giving notice irrespective of whether the Flat Purchaser/s takes possession or not.

48. The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into whosever hands the said flat may come, doth hereby covenant with the Promoters as follows:

(a) To maintain the said flat at Flat Purchaser/s' own cost in good tenable repair and condition from the date of possession of the said flat and shall not do or suffered to be done anything in or to the said building in which the said flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said building in which the said flat is situated and the premises, ~~and~~ any part thereof. And shall not make and ~~alteration~~ or alteration, change and or modification to the existing structure. And shall not club two existing units into a single unit.

(b) Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the building in which the said flat is situated or storing of goods which is objected to/by the concerned local or other authority and shall not carry or caused to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said flat is situated, including entrances of the building in which the said flat is situated and in case any damage is caused to the building in which the said flat is situated or the said flat on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be solely and absolutely liable for the consequences of the breach.

(c) To carry at his/her/their/its own cost all internal repairs to the said flat and maintain the said flat in the same

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conditions, state and order in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or permit to be done anything in or to the said building in which the premises is situated or which may be against the rules and regulations and bye-laws of the concerned local planning authority or other public authority and in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be solely responsible and liable for the consequences thereof to the concerned local planning authority and/or other public authority.

- (d) Not to demolish or cause to be demolished the said flat or any part thereof, nor at any time make or cause to be made any alteration or alteration of whatever nature in or to the said flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said flat is situated and shall keep the portion, sewer, drain pipes in the said flat and appurtenances thereto in good, reasonable repair and condition, and in particular as to support shelter and to protect the other parts of the building in which the said flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Parls or other structural members in the premises without the prior written permission of the Promoters and/or the Society or the Limited Company or as the case may be.
- (e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property and the said building in which the said flat is situated or any part thereof or whereby any increase in 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 flat in the compound or any portion of the said property and the said building in which the said flat is situated.
- (g) Pay to the Promoters within 7 days of demand by the Promoters, Flat Purchaser's/s' share of security deposit

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demanded by concerned local planning authority, Municipality or Government for giving water, electricity or any other service connection to the building in which the said flat is situated.

- (ii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local planning authority and/or Government and/or other public authority, in amount of change of use of the said flat by the Flat Purchaser/s vis-à-vis for any purposes other than for residential purpose in case of flat and business purpose in case of office/shop and parking purpose in case of garage/parking space.
- (iii) The Flat Purchaser/s shall not without the prior consent in writing having been obtained first from the Promoters sell, sub-let, transfer, assign or otherwise dispose of his Flat Purchaser's interest or benefit under this agreement or part with the possession of the said flat until the amount payable by the Flat Purchaser/s to the Promoters under this agreement are fully paid up and fully if the Flat 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 Flat Purchaser/s has intimated in writing to the Promoters.
- (iv) The Flat Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and By-laws for the time being of the concerned local planning authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.

[Handwritten signatures]

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(k) Till a conveyance/lease of the building in which the said flat is situated is executed, the Flat Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and conditions thereof.

(l) In the event any development charges or betterment charge or premium or tax or any other levy becomes payable by the Promoters, the Flat Purchaser/s hereby agree to reimburse the same to the Promoters in proportion to the area of Flat/ Parking space / Garage etc. agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoters shall be conclusive and binding on the Flat Purchaser/s.



The Flat Purchaser/s shall insure and keep insured the said flat against loss or damage by fire or any other calamities for the full value thereof.

(n) The Flat Purchaser/s agrees that his/her/their/its interest in the said property and the said building is unpartitionable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.

(o) In case M.S.E.B or any other authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Flat Purchaser/s in proportion to the area of their respective flats/premises agreed to be acquired by them.

(p) Until the said property together with the said building is handed over for management and maintenance to federation of societies as aforesaid, the Promoters will have the control over the management of the said buildings, realisation of outgoings and the disbursements of the payments to be made. The Flat Purchaser/s alongwith other flats/shops/offices/garages/parking spaces Purchaser/s

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and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoters.

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49. The said PROMOTERS as aforesaid will be constructing more buildings in the said entire property. After completion and sale of the each individual building and after formation of the society or limited company as the case may be initially the said PROMOTERS will give PLINTH area conveyance to that particular building/s and after completion of all the buildings in the said entire property as contemplated herein a governing body or federation of societies will be formed, the said PROMOTERS will execute proper deed of conveyance to the remaining portion of the land with all appurtenant to the said project land for giving common access and enjoyment to the said garden and other civic amenities in the name of the proposed governing body or federation of societies or as the case may be. The said body will be responsible for the supervision, management, repair, up keep and entitled to maintain all the common infrastructure amenities and facilities provided in the building scheme. All the cost, expenses and charges incurred for the preparation of such conveyance deeds and requisite stamp duty registration charges and other incidental charges shall be borne by the all the societies in the building scheme collectively.

50. Notwithstanding any other provisions of this Agreement the Promoters shall be entitled to, at the Promoters sole and absolute discretion:

- (a) have an exclusive, unfettered and unimpeachable right to sell flats and any other premises and can enter into any agreement with any persons as may decided by them from time to time.
- (b) have a right to terminate this agreement for sale if the flat Purchaser/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoters for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the

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project/scheme or anything done or caused to be done for any unlawful activities, gains or having any relation, connection or association with the organisations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and or propagating any message or information or material things which may adversely affect the interest of the Promoters and/or persons associated with the Promoters till the final conveyance given by the Promoters to the society and/or limited company or federation of societies as may be formed or incorporated as contemplated herein.

- (c) to cause to be conveyed and/or leased and/or transferred the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land and any auxiliary open space required under law in favour of said society and/or limited company or in the name of federation of societies or as the case may be.
- (d) to decide and determine how and in what manner the infrastructure including the common utility areas, gardens and other recreational facilities to be used by various flat purchaser/s, societies or otherwise may be transferred and/or conveyed/assigned/leased.
- (e) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
- (f) to decide from time to time how much land area to be transferred to the said society or limited company as the case may be and mode of transfer should be executed in whole favour of society or limited company or in the name of the federation of societies or as the case may be.

51 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or parking and/or of the said property and/or building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the premises/flats hereby agreed to be sold to

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him and all open spaces, staircases, lobbies, unallotted parking spaces, common terrace, garden, recreation spaces, etc., will remain the property of the Promoters until the said property and/or any part thereof and the said building is transferred to the proposed co-operative society or the limited company or as the case may be as mentioned herein but subject to the rights of the Promoters under this agreement.

52. Without prejudice to any rights of the Flat Purchaser/s, the PROMOTERS shall have a right to raise project loan, term loan with the any financial institutions, banks, private equity funds, mutual funds managers and or any other institution/s and for that purpose can create equitable mortgage of the schedule land/buildings provided before the formation of the Society or limited company or as the case may be the PROMOTERS will clear the loan and encumbrance from such financial institutions. The Flat Purchaser/s hereby understand and accept the rights of the PROMOTERS for raising such project loan. For the said purpose, the Flat Purchaser/s jointly and severally hereby provides his/her/their irrevocable consent for raising such project loan without prejudice to his rights contemplated herein in this agreement.

53. The Flat Purchaser/s along with other Purchaser/s of premises/flat in the said building/s shall join in forming and registering the society or a limited company or federation of societies to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member as also including the bye-laws of the proposed society/federation of societies and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Flat Purchaser/s so as to enable the Promoters to register the organization of the Flat Purchaser/s under section 10 of the said act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale management and transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of

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54. The PROMOTERS shall if necessary, become a member of the society in respect of the Promoters' rights and benefits conferred herein or otherwise. If the Promoters transfer, assign, and/or dispose off such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s thereof shall become the members of the society in respect of the said rights and benefits. The Flat Purchaser/s herein and the society will not have any objection to admit such assignee or transferee as the member of the society and shall not charge any fees or other amounts therefor.

55. It is agreed by and between the PROMOTERS and the Flat Purchaser/s that the Promoters shall, within the prescribed period for the formation and registration of the society or limited company as aforesaid and on receipt of the occupation/completion certificate of all buildings and after completing sale of all flats, etc., cause to be transferred to the society or limited company, all the rights, title and interest in the said property together with the building subject to the sale and/or allotment of other premises etc. by executing and/or by causing the execution of the necessary plinth area conveyance of the said property to the extent as may be permitted in favour of such society or limited company or as the case may be and such conveyance shall be in keeping with the terms and provisions of this agreement.

56. The power and authority of the society or limited company or the Flat Purchaser/s herein and other Flat Purchaser/s shall be subject to the overall power, control and authority of the Promoters in any of the matters concerning the said building and other construction on the said entire property and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold flats, etc. and the disposal thereof.

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57. If within a period of one year from the date of handing over the said flat to the Flat Purchaser/s, the Flat Purchaser/s brings to the notice of the Promoters any defect in the said flat or the said building in which the said flat is situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser shall be entitled to receive from the Promoters reasonable compensation for such defect or change. The said PROMOTERS shall not be held responsible for normal wear and tear and cracks, leakage and seepage which may happen due to the salty nature of the atmosphere and sub-soil of the Vashi-Vihar Sub-region.

58. The PROMOTERS shall have a first charge on the said flat in respect of any amount payable by the Flat Purchaser/s under the terms and conditions of the agreement.

59. At the time of lease/conveyance of the said property and the said building, if any permission is required to be obtained or any compliance is to be effected of the Urban Land (Ceiling and Regulation) Act, 1976 and/or of the Land Acquisition Act and/or any Central or State legislation and/or any rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called, the same shall be complied with by the Flat Purchaser/s and/or the body of Flat Purchaser/s and/or the society and/or limited company in consultation and co-operation with the Promoters and all costs, charges and expenses, if any that may have to be incurred in connection therewith shall be borne and paid by the Flat Purchaser/s and/or the society and/or the limited company, as the case may be.

60. The Advocates and Solicitors of the Promoters shall prepare and/or approve as the case may be any deed, and/or documents to be executed in pursuance of this agreement and other documents concerned with this agreement.

61. The Flat Purchaser/s shall sign all papers and documents and do all other acts, deeds and things that the Promoters may require him/they to do and execute from time to time for more effectively enforcing this agreement and/or for safeguarding the interest of all persons acquiring the remaining premises/flats in the said building or on the said larger property.

62. In the event of the Flat Purchaser/s failing to sign any papers required by the Promoters as herein before provided this agreement shall stand automatically terminated and the Flat Purchaser/s shall have no claim in the said flat/premises or against the Promoters whatsoever except for refund or repayment of the amount paid so far by the Flat Purchaser/s to the Promoters subject to the other terms and conditions mentioned in this agreement.

63. Any delay or indulgence shown by Promoters in enforcing the terms of this agreement or any forbearance or giving of time to Flat Purchaser/s 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 Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

64. All notices to be served on the Flat Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s under certificate of posting/email to his/her/their/its address given below:

NAME: SHANTANU CHANDRA SHANU
 ADDRESS: 10/10, NEWTON ROAD, CHENNAI - 600086

65. The PROMOTERS shall not be responsible and/or liable for the consequences arising out of any change in law or changes in municipal, town planning and other laws, rules, regulations etc.

66. This agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties. Provided that where the PROMOTERS agree to modify or amend the

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agreement, such modification or amendment shall be carried out only with the mutual consent of both the parties.

67. This agreement constitutes the whole agreement between the parties hereto and supercedes or extinguishes all prior understandings, representation and warranties and arrangements of any nature, whether in writing or oral relating to the subject matter hereof.
68. Each Party shall indemnify and agree to defend and to keep the other indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of
- (i) the non-performance and non-observance of any of the terms and conditions of this Agreement for sale by the indemnifying Party;
 - (ii) acts of negligence or intentional misconduct by the indemnifying Party;
 - (iii) breach of the provisions of this Agreement for sale by the indemnifying Party;
 - (iv) any representation and warranty, express or implied, by the indemnifying Party found to be misleading or untrue and untenable;
 - (v) failure by the indemnifying Party to fulfill its obligations under any applicable law.
69. If any article, clause or paragraph or part thereof or any sentence or word of this Agreement or document appended hereto or made a part hereof is ruled/held void, invalid, illegal, unreasonable or unenforceable by any court of competent jurisdiction, then it is the intention of the Parties that the remainder of this Agreement or document appended hereto or made a part hereof, shall remain valid and enforceable to the fullest extent permitted by laws for the time being in force.

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The Stamp duty and Registration charges and incidental expenses incurred for preparing, executing and registering this agreement and all other documents to be executed in pursuance of this agreement including conveyance and/or transfer deed shall be borne and paid by the purchasers alone and the purchaser alone will be liable to pay all interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this agreement is found to be insufficiently or improperly stamped or otherwise. The PROMOTERS will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or any other instruments or agreements touching this agreement or otherwise.

71. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act 1963 and the rules made thereunder to the extent for the clauses which are mandatory under the said MOFA Act and for the rest of the provisions in this agreement the intention of the parties shall prevail over the provisions of the said Act.

72. The Flat purchaser/s and/or the Promoters shall present this agreement for registration at the conveyance/lease at the proper registration office for registration within the time limit prescribed by the Registration Act and/or the Flat purchaser/s and the Promoters will attend such office and admit execution hereof.

73. The flat purchaser is aware of the provisions wherein Service Tax/VAT has been levied on construction services. The flat purchaser/s shall be bound and liable to pay such taxes. The flat purchaser/s hereby agrees and undertakes to pay the same when the same becomes payable as per the provisions of respective laws.

74. Any disputes and/or differences arising out of or in relation or touching with this agreement for sale shall be first amicably settled by and between parties herein by mutual consultations/negotiations/ alternative dispute resolution method. Any such disputes and/or differences which cannot be resolved by ADR method shall be referred to sole Arbitrator. Such

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Arbitrator shall be appointed by the said PROMOTERS. The arbitration proceedings shall be conducted at Mumbai only.

75. The Courts at Thane and Mumbai shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
76. The Flat Purchaser/s hereby declares that he/she/they has gone through the Agreement and all the documents related to the said flat purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Flat Purchaser/s after being fully satisfied with the contents has entered into this agreement.

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S. Narula



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THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey numbers (1) Old Survey No. 229 Hissa No. 12, corresponding to New Survey No. 44 Hissa No. 12 (2) Old Survey No. 229 Hissa No. 13, corresponding to New Survey No. 44 Hissa No. 13 (3) Old Survey No. 229 Hissa No. 15, corresponding to New Survey No. 44 Hissa No. 15 (4) Old Survey No. 234, Hissa 4 corresponding to New Survey No. 45, Hissa 4 (5) Old Survey No. 234, Hissa 5 corresponding to New Survey No. 45, Hissa 5 (6) Old Survey number 235, Hissa 8 corresponding New Survey No. 46, Hissa 8 admeasuring about 018-228-97 or 12,290 Sq.mtrs or thereabouts of Village Tyche, Tal. Thane, District Thane, in the Registration District and Sub-District Thane, Thane and within the jurisdiction of Sub-Registration Office, Thane, which properties are bounded by:

- EAST : Survey numbers 43/4C, 44/14 and 57/1.
- WEST : Survey numbers 46/7, 47/9 and 10.
- NORTH : Survey numbers 44/11, 45/3B and 46/7.
- SOUTH : Survey numbers 44/14, 45/6 and 57/1.



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१९३२

THE SECOND SCHEDULE ABOVE REFERRED TO

BUILDING No: 2

All that piece and parcel of land which is form part of Survey numbers (1) Old Survey No. 229 Hissa No. 12, corresponding to New Survey No. 44 Hissa No. 12 (2) Old Survey No. 229 Hissa No. 13, corresponding to New Survey No. 44 Hissa No. 13 and (3) Old Survey No. 234, Hissa 4 corresponding to New Survey No. 45, Hissa 4 of Village Tivri, Taluka Vasai, District Thane, in the Registration District and Sub-District of Thane - Bassein and within the jurisdiction of Sub-Registrar of Vasai.

BUILDING No: 3

All that piece and parcel of land which is form part of Survey numbers (1) Old Survey No. 229 Hissa No. 12, corresponding to New Survey No. 44 Hissa No. 12 (2) Old Survey No. 229 Hissa No. 13, corresponding to New Survey No. 44 Hissa No. 13 and (3) Old Survey No. 234, Hissa 4 corresponding to New Survey No. 45, Hissa 4 of Village Tivri, Taluka Vasai, District Thane, in the Registration District and Sub-District of Thane - Bassein and within the jurisdiction of Sub-Registrar of Vasai.

BUILDING NO: 4

All that piece and parcel of land which is form part of survey numbers (1) Old Survey No. 234, Hissa 4 corresponding to New Survey No. 45, Hissa 4 (2) Old Survey No. 234, Hissa 5 corresponding to New Survey No. 45, Hissa 5 and (3) Old Survey number 235, Hissa 8 corresponding to New Survey No. 46, Hissa 8 of Village Tivri, Taluka Vasai, District Thane, in the Registration District and Sub-District of Thane - Bassein and within the jurisdiction of Sub-Registrar of Vasai.

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THIRD SCHEDULE ABOVE REFERRED TO

Flat No. 1045 in Wing E of Building No. 4 admeasuring 250
Square feet carpet area which is delineated in RED colour boundary line
on the FLOOR PLAN thereof hereto annexed and marked as ANNEXURE -
E.

E. Noronha



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दिनांक १३/०३/२०१६	

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and affixed their signatures and the date and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

by the withinnamed PROMOTERS.

M/s. DOP GLOBAL INFRASTRUCTURE
PRIVATE LIMITED, represented by its
Directors

THE PROMOTERS

Mr. Divyanshu P. Singh and)

Mr. C. P. KHANDELWAL

in the presence of:

1. *[Signature]*

2. *[Signature]*

SIGNED, SEALED AND DELIVERED

BY withinnamed PURCHASER/S OR FLAT PURCHASER/S

SRI/SMT/KH/M/

1. *[Signature]*

2. *[Signature]*

In presence of

1. *[Signature]*

2. *[Signature]*



[Signature]



[Signature]



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ACKNOWLEDGEMENT OF RECEIPT

RECEIVED on the day and year first hereinabove
 written of and from the withinnamed Purchaser/s
 the sum of Rs. 109.50 /- (Rupees One Hundred
and Nine only)
 by Cheque no. 227438 dated 14-12-16
 drawn on State of Mysore Branch, Mysore
 as and by way of earnest money as mentioned
 hereinabove to be paid by him/her/them to us.

Rs. 109.50 /-

WE SAY RECEIVED
 For M/s. DDPL GLOBAL INFRASTRUCTURE
 PRIVATE LIMITED,



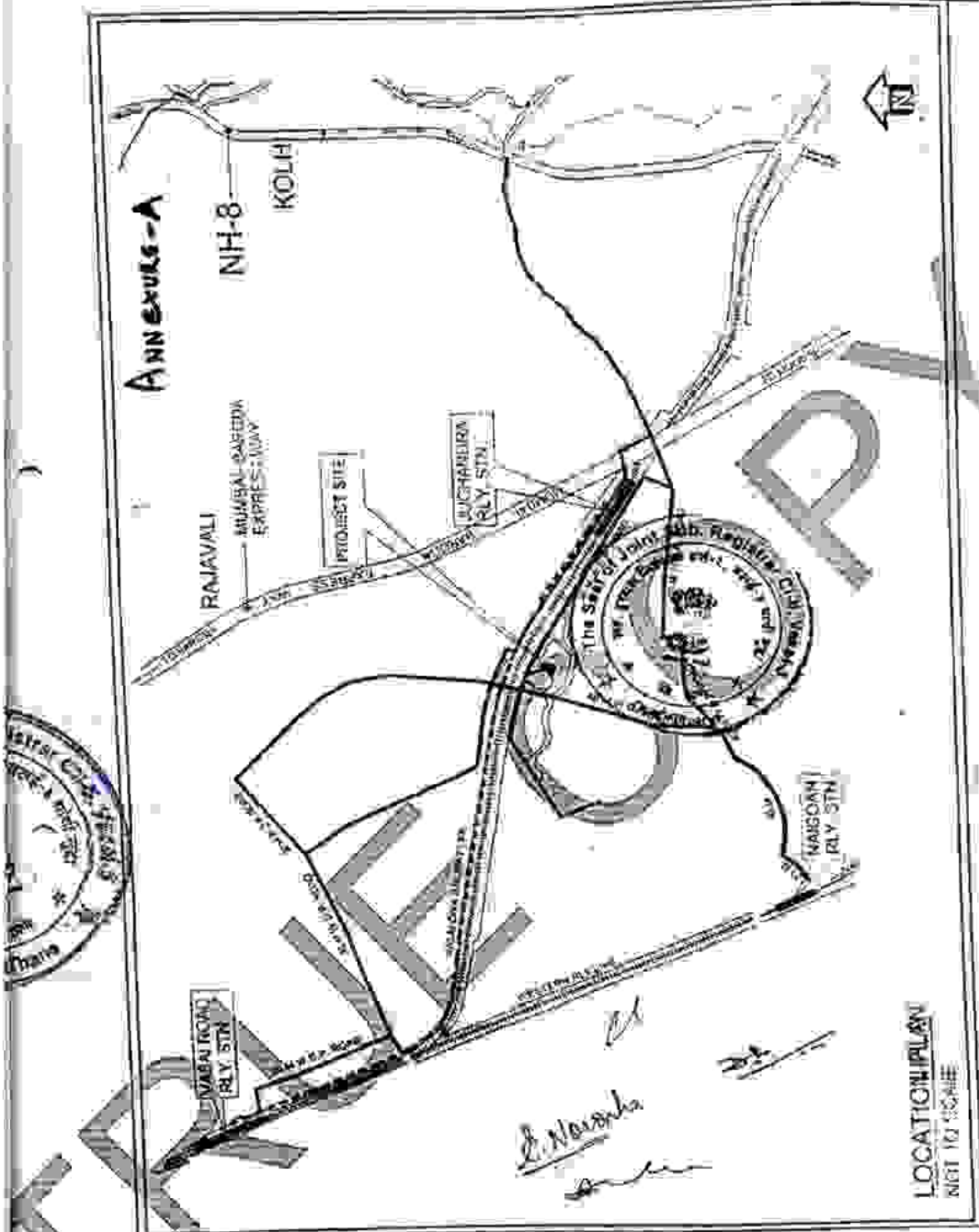
DIRECTOR (AUTHORISED SIGNATORY
 (PROMOTERS))

WITNESS

1. [Signature]
2. KS

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Page 10 of 10

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Ref: 1) Location clearance letter No. MM/RD/1915-16 dated 10/01/2019 from Metropolitan Commissioner of MMRDA
2) NOC for N.A. Permission letter No. C/CC/2019/001 dated 02/02/2019 from MMRDA
3) NOC-25/1913 dated 19/02/2019
4) N.A. Order No RE/10-19/2019 dated 25/02/2019 from Collector, Thane
5) Your letter regarding fulfillment of MCEEF & MCECA conditions dated 13/04/2019
6) Assurance letter from MMRDA vide letter D.O. No MG/MMRDA/Rental Housing/250 dated 30/03/2019
7) NOC from Group Company Shriyashri Rayawadi dated 11/03/2019 for registration
8) EE(VV/DP) Report dated 10/01/2019
9) Your licensed Surveyor's letter dated 29/04/2019

Slip Incident

Development Permission & Amendment is hereby granted for the proposed layout of Borey Housing Scheme under Sec. 46 of Maharashtra Regional and Town Planning Act, 1947.

It is conditions mentioned in the letter No. CIDCO/VSR/CCAP-4622/IV-72 required 2/10/2001.
The serial of this layout is given below:

Locality: East of Presumpsey
 Cross Road Area (As per 712 entries)
 Two (2) (As per 712 with Singapore)
 931730 00 No. to.

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शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अधिकाऱ्यांच्या कार्यालय, इमारत क्र. ३४, (१०१) वि. ३४
 वसई (व. ३) - ४०१३०३, २०१६/१७, वसई (व. ३) - ४०१३०३, २०१६/१७

दस्तावेज क्र. CIOCO/V/SR/DC/BR/4822/E/१३-०

दिनांक: ०२/०७/२०१७

The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 48 of IAR & TP Act, 1968 and Clause 2.42 & 2.53 of Sanctioned D.C. Regulations-2001)

You have to fix a board of public notice regarding unauthorized covering of marginal open spaces before applying for occupancy certificate of the building as per the format finalized by CIOCO. You shall construct subroad if any, as per sanctioned D.C. Regulations.

You shall abide by the conditions as mentioned by E.E(VV)'s in Engineering Report. You shall obtain NOC for construction & access roads from Vasai Virar City Municipal Corporation prior to plan completion certificate.

You shall submit LSO(VV)'s Report, Title Clearance & Search Report from Advocate prior to plan completion certificate.

You shall submit final sector-wise directives from AOT in the form of Advocate's Report prior to plan completion certificate.

You shall construct / developed the roads to the satisfaction of Special Planning Authority before commencement of work of each building with a submission of progress photographs.

You shall obtain clearance from MOEP/MPCB prior to occupancy certificate.

You shall submit NOC from Chief Fire Officer, CIOCO before obtaining this office for plan completion certificate.

Yours faithfully,

ASSOCIATE PLANNER (IATPO (V))

Enc. 1/1

- 1) Mr. Ajay Wade & Associates,
A/B, 3rd Floor,
Ambadi Road, Vasai (W),
Tal. Vasai (DIST. THANE)
- 2) The Collector,
Office of the Collector, Thane
- 3) The Tahsildar,
Office of the Tahsildar, Vasai
- 4) Dy. Commissioner,
Vasai Virar City Municipal Corporation, Virar
- 5) CUC (V)

संपर्क: कार्यालय, इमारत क्र. ३४, (१०१) वि. ३४, वसई (व. ३) - ४०१३०३, २०१६/१७, वसई (व. ३) - ४०१३०३, २०१६/१७
 फोन: २२८३/२०१६, २२८३/२०१६, २२८३/२०१६, २२८३/२०१६, २२८३/२०१६, २२८३/२०१६, २२८३/२०१६, २२८३/२०१६

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CIDCO
OF MARRA (INDIA)
RASHTRA LIMITED

CITY AND INDUSTRIAL DEVELOPMENT
REGD. OFFICE:
"NIDANAL", 2nd Floor, Narayana Puri,
Mumbai - 400 021
INCHG (Reception) +91-22-6680 0902 / 6680 0903
+91-22-2502 2507 / 6680 0903
FAX:

HEAD OFFICE
C/O C/O BROWN, C/O BROWN
New Market - 800-578
PHONE : 49-22-6791/8100
FAX : 49-22-6791/8100

Date: 7 JUN 2018

Final Note

CIDCO/WSR/RDP/BR-4622/E 007 = 4

Dr. Himant A. Patel, Director of
DDPI Global Infrastructure Pvt. Ltd.,
Bldg No. A/4, Saddiche,
Rokada Lane, Off : S.V.P. Road,
Botivli (West),
Mumbai-400 052

Subj: Revised Developmental Commission for Proposed Residential Residences with 5000sqm Building for Rental Housing Project on land bearing S.No.2 H.No.3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 8

Rel 1) Commencement Certificate No. CIDCO/VVSR/CC/BP-4822/E/730 dated 02/07/2010.
2) Your Licensed Surveyor's application/request dated 13.05.2011
3) Fire NOD No. VVCMO/FIRE/2011-12 dated 15.04.2011 from the Chief Officer, Vasaal Vihar City Municipal Corporation.
4) This Office's Refusal No. CIDCO/ACP/NMF/2011/708 dated 08.01.2011
5) Appeal Order under section 47 of the MR&TP Act, 1988, No. 1211/21317/OD-12 dated 22.02.2011
6) Assurance letter from MMROA regarding water supply and cluster infrastructure No. MM/MRDA/Rental Housing/2009 dated 30.03.2009
7) Location Clearance from MMROA regarding Rental Housing project was letter No. MM/MRDA/RHS-1009200 dated 14.11.2008



By virtue of Appstl Order No. TP-12172/11/UD-12 dated 22.02.2015, passed by PS(UD-1) under section 47 of the MR&TP Act, 1908 and with reference to the

Conto... 2

2
applicant requested above at No. 2 from your Licensed Surveyor, J.L.B. to inform you that the Revised Development Permission is hereby granted for the proposed layout of Residential/ Residential with Shopping Buildings under Sec. 48 of Maharashtra Regional and Town Planning Act, 1965 (Mah. XXVII of 1965) to Mr. Sanjiv A. Patil, Director, DDP, Global Infrastructure Pvt. Ltd.,

Please find enclosed herewith approved Revised development Permission for proposed Residential Building/Residential with Shopping Buildings of Village: Thil, Taluka: Vasai, Dist: Thane, as per the following details:-

Sr. No.	Predominant Use	Plot No.	No. Of Bldg.	No. of Floors	No. of Flats	No. of Shops	Total B.U.A. (M ²)
1	Residential (Amended)	1	2	(Silt + 14)	328	Nil	8183.12
2	Residential (Amended)	1	3 (Wing A&C)	(Silt + 14)	164	Nil	4081.88
3	Residential (Amended)	1	4	(Silt + 14)	220	Nil	5489.08
4	Residential (Newly Proposed)	1	12	(Silt + 14)	408	Nil	10172.12
5	Residential with Shopping Buildings	1	1, 5, 6, 7	Deleted from Plot No. 1.			
6	Residential with Shopping Buildings	2	5, 6, 7, 17 (Wing C) & 18	Deleted from Plot No. 2.			

This order is to be read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year from the date of issue. The Revised Development Permission duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide this office letter No. CIDCONVSR/CC/IBP-4822/E/728 dated 02/07/2016 remain applicable to this approval of amended plans along with the following conditions:

- 1) This amended plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revocation shall be obtained as per section 48 of MRTP Act, distinctively for each building.
- 2) The construction work of the building above 24 meter height shall be commenced only after submission/approval of the executed agreement with MMRDA for rental housing.

CC/IBP-4822/E-728



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५५/१९३२

- 3) Notwithstanding anything contained in the commencement certificate condition, it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM + 1.33 CUM capacity for every 50 tenements or part thereof for non-bio-degradable & bio-degradable waste respectively.
- 5) Cupboards, if any, to be constructed as per Development Control Regulations provisions.
- 6) You have to get the height clearance from Civil Aviation department, as per the conditions of rental housing regulations.
- 7) The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
- 8) Size of the tenement should not be more than 25 sq. M. in SRZ.
- 9) FSI applicable as per rental housing shall be considered only after submission of the agreement with MPRDA.
- 10) The development permission granted to you vide our letter No. CIDSO/ASR/CC/BP-4029/2010 dated 02/07/2010 is hereby re-validated on your behalf upto 02/07/2016.



Yours faithfully,
 Addl. Town Planning Officer (BP)
 VVSR



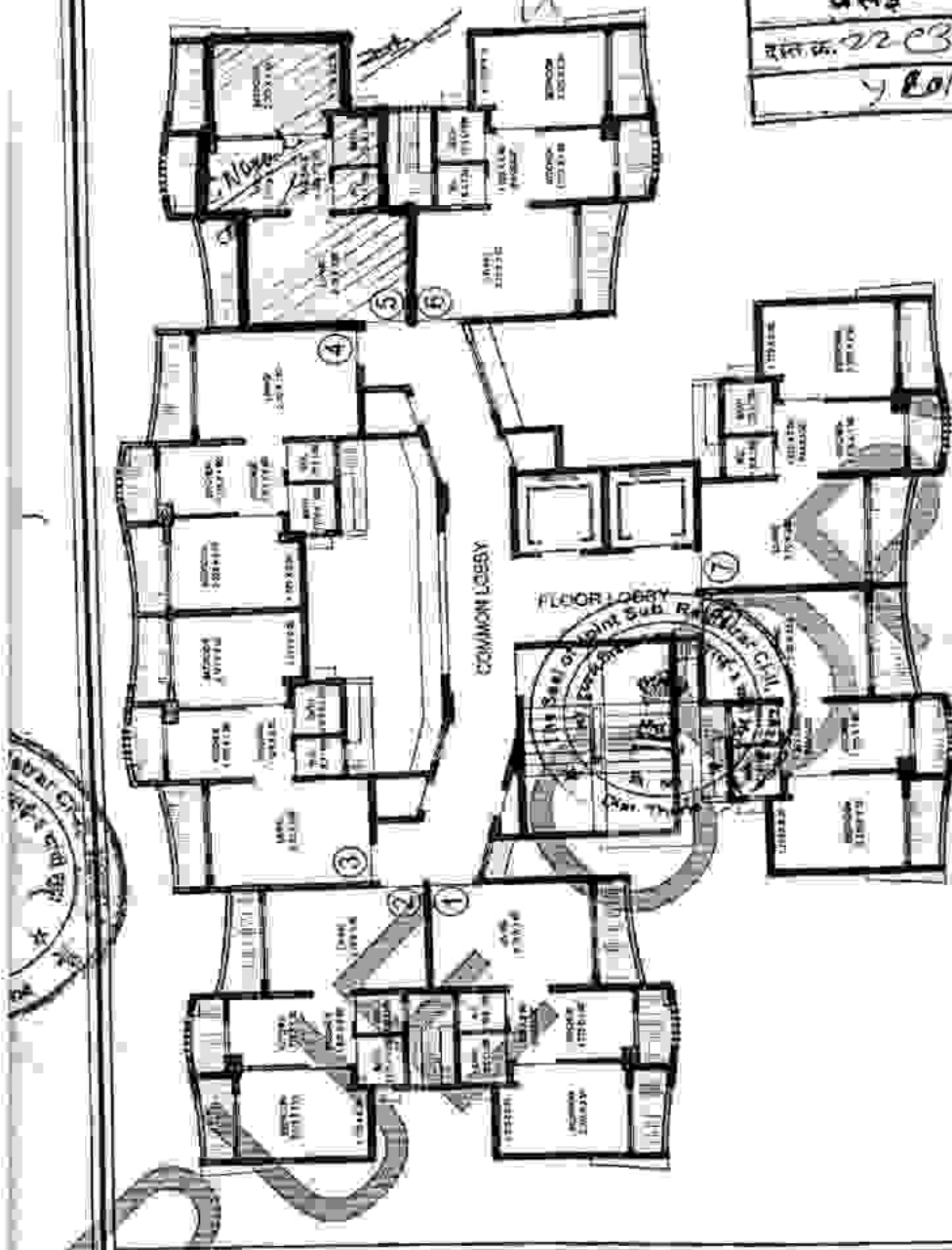
C.C. to:

- 1) M/s. Ajay Wade & Associates
A/6, Sai Tower, 1st Floor
Ambadi Road, Vihar (W), Taluka: Vasai, DIST: THANE.
- 2) The Collector,
The Office of the Collector, Thane.
- 3) The Tahsildar,
Office of the Tahsildar, Vasai.
- 4) Admin./CUC (VV) for information please.
- 5) Commissioner, VVMO
Vihar, District Thane.

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ANNEXURE E

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BUILDING NAME :- TILIS	FLOOR PLAN :- 1st	FLAT NO. 105
WING :- E		

Annexure - F

SPECIFICATIONS

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1. R.C.C. Framed structure
2. R.C.C. loft on bath/ W.C.
3. Raised platform in kitchen, with granite stone on top of the platform, and 18" Dado with glazed tile above the top of the platform.
4. Doors and Windows :
 - A. Main entrance door will be flush door outside polished inside oil-painted, with one peep-hole and necessary fittings.
 - B. Inside doors will be oil-painted.
 - C. Bath and W.C. doors will be water resistant wooden doors/ fibre / pvc /sintex oil-painted woods panel doors.
 - D. All fittings will be aluminium.
5. Sanitary Work and Plumbing :
 - A. Good quality Plumbing and sanitary work will be done.
 - B. E.W.C. with flushing tank.
 - C. Good quality fittings in bath room and W.C.
 - D. Drainage and septic tank will be as per plan.
 - E. Wash basin.
6. Floorings :-
 - A. Vitrified/ceramic tiles in all the rooms.
 - B. Bath room ceramic flooring.
7. Electrical Fittings:-
 - A. Concealed copper/aluminium wiring with good quality switches and fittings.
 - B. Necessary light points and fan points.
 - C. Separate meter for each flat.
10. Painting:-

Good quality paint

E. Narankar
11

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Annexure - G.

Mrs. G.W. Fernandes
ADVOCATE

Om Flat No. 0/2, Rupee Apartments,
Near Patel Hospital, Behind Gaxari Jewellers, S.T. Stand,
Nallasopara (W), Tal. Vasai, Dist. Thane - 401 203

W.A. Fernandes
ADVOCATE

Email : williamfernandes@vsnl.com

TO WHOMSOEVER IT MAY BE CONCERN

1. This is to certify that, we have for the purpose of investigating the title of one, **MR. BHIMANT ANANT PATIL**, having his office at Bungalow No. 1, Shreeji Vihar, Opp. MTN Colony Road, Kharavali (W), Mumbai-400067, to the property bearing Old Survey No. 229 Hissa No. 8A, corresponding to New Survey No. 44 Hissa No. 8A, admeasuring OH-09R-1P of theabouts; Old Survey No. 229 Hissa No. 9, corresponding to New Survey No. 44 Hissa No. 10, admeasuring OH-09R-3P of theabouts; Old Survey No. 229 Hissa No. 12, corresponding to New Survey No. 44 Hissa No. 12, admeasuring OH-28R-3P of theabouts; Old Survey No. 229 Hissa No. 14, corresponding to New Survey No. 44 Hissa No. 14, admeasuring OH-01R-5P of theabouts and Old Survey No. 229 Hissa No. 15, corresponding to New Survey No. 44 Hissa No. 15, admeasuring OH-01R-3P of theabouts of Village Thirwe, Taluka Vasai, District Thane in the Registration District and Sub-District of Thane-Bassein (hereinafter jointly referred to as "THE SAID PROPERTY") relied on the search taken by search clerk, N.D. Rane at Vasai Sub-Registrar Office for the year from 1980 to 1991 and at Mira Sub-Registrar Office for the year from 1991 to 2008 and at Nallasopara Sub-Registrar Office for the year from 2009 to 2010. A copy of the Search Report is annexed hereto and marked as **ANNEXURE "A"**.

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2. We have perused the Revenue Records namely the 7/12 extract issued on 2nd April 2010 concerning the said property which stands in the name of MITHEMANI ANANT PATIL owner. The 7/12 copies reflect the Mutation Entries No. 1, 20, 27, 70, 180, 215, 277, 446, 494, 1756, 1941 and the right column of the 7/12 reflects the Mutation Entry No. 494. The Mutation Entry Nos. 27 and 70 are not available and are thus not perused by us. Copies of 7/12 extract issued on 2nd April 2010 is annexed hereto and marked as ANNEXURE - "B".

The same show the following Mutation Entries

Old Survey No.	New Survey No.	Mutation Entry
229/8A	44/8A	1, 20, 27, 70, 180, 215, 277, 446 494, 1756, 1941

Although the Mutation Entries No. 27 and 70 are reflected in the 7/12 extract in respect of the property bearing New Survey No. 44/8A, the same do not relate to the property bearing New Survey No. 229/10. Mutation Entry No. 70 is not available.

Old Survey No.	New Survey No.	Mutation Entry
229/10	44/10	1, 20, 27, 70, 180, 215, 277, 446 494, 1941

(Signature)



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Although the Mutation Entry No. 27 and 70 are collected in the 7/12 extract in respect of the property bearing New Survey No. 44/5A the same do not tally in the property bearing New Survey No. 44/8A. Mutation Entry No. 70 is not available.

Old Survey No.	New Survey No.	Mutation Entry
228/12	44/12	1, 20, 180, 215, 277, 446 494, 1941

Old Survey No.	New Survey No.	Mutation Entry
228/14	44/14	1, 20, 27, 70, 180, 215, 277, 446 494, 1941

Old Survey No.	New Survey No.	Mutation Entry
228/15	44/15	1, 20, 27, 70, 180, 215, 277, 446 494, 1941

3. We have relied on a public notice given by the Hon'ble collector there claims in respect of said property in Mumukshu which appeared in the issue of 3rd January 2009. As mentioned by Hon'ble collector Thane. In non Agricultural use order Dated 8th Sep 2009 they have not received any claims in respect of the said property pursuant to the said public notice.

19/11/14

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4. We have not raised any requisitions on title. We have, however, relied on the Declaration on title dated 27th April 2011 of MR HEMANT ANANT PATIL with respect to the said property.

5. We have taken the year 1950 as the root of the title and proceeded on the basis that Walji Manaji Patil, Karta and Manager of HUF was the Owner of the said property since 1950.

6. The facts as appear from the documents available with us including the Mutation Entries are as under:

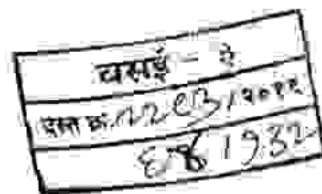
a. Originally prior to 1950 Walji Manaji Patil being the Karta and Manager of HUF was the owner of the said property and his name has been entered as the Karta and Manager of HUF into the records of the said property.

b. By an order of Bombay Sub. Registrar (Mumbai State) bearing No.5869/457 dated 17/6/1950 properties in Vasai Taluka were divided into Tukdas in accordance with their type. The same is reflected in Mutation Entry No.42 dated 17/6/1951.

c. By an Order No. 1336/294-77 of Special Land Acquisition Officer, Diva-Vasai Road Rail/Link Project No 2, Thane, along with Taluka Order No. B.S.V./W.S./12032/Vasai dated 6-5-78 the land bearing Survey No. 228/8A part some measuring H-R-P = 0-00-2 was acquired for Diva-Vasai Railway Line by Central Railway. The same is reflected in Mutation Entry No.1758 dated 8/6/1978.

[Handwritten signature]





d. The name of Walji Manohar Bhoir was changed in the records to Walji Manohar Bhoir pursuant to an application made by Walji Manohar Bhoir by an affidavit, dated 13th December, 1976 and a Success Certificate submitted by him. The same is reflected in Mutation Entry No. 1941 dated 2.5.1987.

e. By order of Supt. Land Records, Thane bearing No. Survey No. 1 New Village/Aekar Band/ S.R. - 281/1994 dated 30/8/1994 Village Rajavi of Taluka Vasai was divided into two new revenue villages namely Village Rajavi and Village Twree. Accordingly all Survey Nos. of old village Rajavi got new Survey No. and the said property bearing Old Survey No. 229 of Village Rajavi was allotted New Survey No. 3441 Village Twree. The same is reflected in Mutation Entry No. 1 dated 3.1.1998.

f. Khatodani Sub-Register Office, Khatodani, Khatodani and Manager of RUP died on or about 12/5/85 leaving behind him surviving legal heirs viz. (1) son Yashwantrao Bhoir, (2) son Yeshwantrao Bhoir, (3) son Yashwantrao Bhoir, and (4) son Ganesh Walji Bhoir, hence their names have been added accordingly into the records of the said property and the same is noted as per new register entry No. 446. The same is reflected in Mutation Entry No. 20 dated 2/12/1998. However the name of Ganesh Walji Bhoir who is one of the legal heirs of Walji Manohar Bhoir has not been stated in the Mutation Entry No. 20.

g. Pandurang Manohar Bhoir died on or about 12/12/2003 leaving behind his widow Tarabai Pandurang Bhoir as his only legal heir. The same is reflected in Mutation Entry No. 180 dated 2/2/2008.

h. By an Agreement for Sale dated 5/4/2008 duly registered with the Sub-Registrar of Assurances at Vasai under No. BSN/3/3808/2008, (1) Tarabai Pandurang Bhoir (2) Yeshwantrao Walji Bhoir (3) Hema Yashwantrao Bhoir (4) Kiran Yashwantrao Bhoir (5) Krotika Kiran Bhoir (6) Devash Kiran Bhoir (a minor) (7) Jayash Yashwantrao Bhoir (8) Mijaya

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Gyaneshwar Malvi (8) Nalin Yeshwant Bhoir (10) Jaywant Valli Bhoir (11) Nandini Jaywant Bhoir (12) Nisha Jaywant Bhoir (13) Ganesh Valli Bhoir (14) Jayshree Ganesh Bhoir (15) Kavita Ganesh Bhoir (herein referred to as the "Vendors") of the First Part did thereby agree to sell the said property to one Naran Devji Bhutak (herein referred to as the "Purchaser") of the Second Part for a consideration and on the terms and conditions mentioned therein

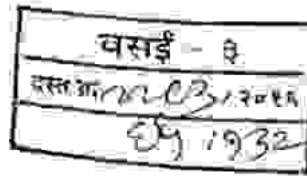
By a Power of Attorney dated 3/4/2008 duly registered with the Sub Registrar of Assurances at Vasal under No. 63M/3/3888/2008, (1) Tarabai Pandurang Bhoir (2) Yeshwan Valli Bhoir (3) Hemla Yeshwant Bhoir (4) Kiran Yeshwant Bhoir (5) Kavita Kiran Bhoir (6) Devash Kiran Bhoir (6 minor) (7) Jayash Yeshwant Bhoir (8) Vijaya Gyaneshwar Malvi (9) Nalin Yeshwant Bhoir (10) Jaywant Valli Bhoir (11) Nandini Jaywant Bhoir (12) Nisha Jaywant Bhoir (13) Ganesh Valli Bhoir (14) Jayshree Ganesh Bhoir (15) Kavita Ganesh Bhoir (herein referred to as the "Vendors") did thereby nominate, constitute and appoint Naran Devji Bhutak (herein referred to as the "Party of the Other Part") as their true and lawful attorney, to do shall, mimic and/or severally the acts, deeds and things for them, in their name and on their behalf with respect to the said property, in pursuance of the Agreement for Sale dated 3/4/2008 entered into by

By a Deed of Conveyance dated 3/4/2008 duly registered with the Sub Registrar of Assurances at Vasal under No. 63M/3/3888/2008 (1) Tarabai Pandurang Bhoir (2) Yeshwan Valli Bhoir (3) Hemla Yeshwant Bhoir (4) Kiran Yeshwant Bhoir (5) Kavita Kiran Bhoir (6) Devash Kiran Bhoir (6 minor) (7) Jayash Yeshwant Bhoir (8) Vijaya Gyaneshwar Malvi (9) Nalin Yeshwant Bhoir (10) Jaywant Valli Bhoir (11) Nandini Jaywant Bhoir (12) Nisha Jaywant Bhoir (13) Ganesh Valli Bhoir (14) Jayshree Ganesh Bhoir (15) Kavita Ganesh Bhoir (herein referred to as the "Vendors") Vendor No. 5 and 6 are represented by their guardian namely Vendor No. 2 mentioned therein (Naran Devji Bhutak as the Constituted Attorney for Vendor No. 4, 7, 8, 9 mentioned therein) did thereby grant, sell, transfer, and assure the said property unto Hemant Anant Patil (herein referred to as the "Purchaser") with the consenting confirmation of Naran Devji Bhutak (herein referred to as the "Confirming Party") for a consideration of Rs. 62,60,000/-



TR

for my



{Rupees Eighty Two Lacs and Eighty Two Thousand only) and for the terms and conditions mentioned therein.

(ii) Mutation Entry No.215 dated 15/11/2008 reflects the aforesaid Deed of Conveyance dated 18/10/2008.

(iv) By an Order dated 6th September, 2009 bearing Revenue Division of 1/Tabla-9/NAP/SR-163/09, the Collector of Thane has inter alia granted permission for Non-agricultural use of various properties including the said property, subject to the terms and conditions as set out therein. A copy of the said Order is annexed hereto as Annexure C hereto.

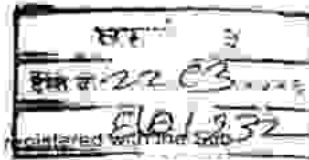


Under the circumstances, MR. ANANT PATIL became the absolute owner of and otherwise well and sufficiently entitled to the said property.

6. As far as the search report is concerned the same shows that the following documents in respect of the said property have been registered for the period of search:

1. Agreement for Sale dated 3/4/2008 duly registered with the Sub-Registrar of Assurances at Vasai under No. BSN/3/3808/2008 executed by and between Tarabai Pandurang Bhoir & Others of the one part and Naras Devji Bhutak of the other part in respect to the said property.

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II. Deed of Conveyance dated 18/10/2008 registered with the Sub-Registrar of Assurances under Sl. No. BSN/3/10533/2008 executed by and between Tarabai Pandurang Bhoir & Others of the one part and Harigan Anant Patil of the other part in respect to the said property.

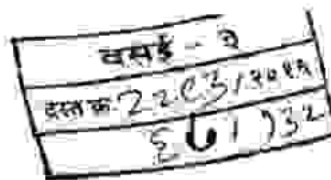
9. We have perused photocopies of the following documents:

(i) Agreement for Sale dated 3/4/2008 duly registered with the Sub-Registrar of Assurances at Vasai under No. BSN/3/3808/2008, executed by and between (1) Tarabai Pandurang Bhoir (2) Yeshwant Valli Bhoir (3) Hema Yeshwant Bhoir (4) Kiran Yeshwant Bhoir (5) Krutika Kiran Bhoir (6) Devesh Kiran Bhoir (a minor) (7) Jayash Yeshwant Bhoir (8) Vijaya Gyaneshwar Malvi (9) Nisha Yeshwant Bhoir (10) Jaywant Valli Bhoir (11) Nandini Jaywant Bhoir (12) Nisha Jaywant Bhoir (13) Ganesh Valli Bhoir (14) Jayshree Ganesh Bhoir (15) Kavita Ganesh Bhoir (herein referred to as the "Vendor") of the one part and Narao Davji Bhutak (herein referred to as the "Purchaser") of the Second Part, and thereby agreed to convey said property for a consideration and on the terms and conditions mentioned therein.

(ii) Power of Attorney dated 3/4/2008 duly registered with the Sub-Registrar of Assurances at Vasai under No. BSN/3/3808/2008, (1) Tarabai Pandurang Bhoir (2) Yeshwant Valli Bhoir (3) Hema Yeshwant Bhoir (4) Kiran Yeshwant Bhoir (5) Krutika Kiran Bhoir (6) Devesh Kiran Bhoir (a minor) (7) Jayash Yeshwant Bhoir (8) Vijaya Gyaneshwar Malvi (9) Nisha Yeshwant Bhoir (10) Jaywant Valli Bhoir (11) Nandini Jaywant Bhoir (12) Nisha Jaywant Bhoir (13) Ganesh Valli Bhoir (14) Jayshree Ganesh Bhoir (15) Kavita



14/12/08



Ganesh Bhoir (herein referred to as the "Vendors") did hereby nominate, constitute and appoint Naran Davji Bhutak (herein referred to as the "Party of the Other Part") as their true and lawful attorney, to do either jointly and/or severally the acts, deeds and things for them, in their name and on their behalf with respect to the said property, in furtherance of the Agreement for Sale dated 3/4/2008 entered into by them.

(iii) Deed of Conveyance dated 18/10/2008 registered with the Sub-Registrar of Assurances under Sr. No. BSN/3/10533/2008 (11) Tarabai Pandurang Bhoir (2) Yashwant Valli Bhoir (3) Hemra Yashwant Bhoir (4) Kiran Yashwant Bhoir (5) Krutika Kiran Bhoir (a minor) (6) Ravesh Kiran Bhoir (a minor) (7) Jayesh Yashwant Bhoir (8) Vijaya Gyaneshwar Malvi (9) Nitin Yashwant Bhoir (10) Nandini Valli Bhoir (11) Nandini Jaywant Bhoir (12) Nandini Jaywant Bhoir (13) Ganesh Valli Bhoir (14) Jayshree Ganesh Bhoir (15) Hemant Ganesh Bhoir (herein referred to as the "Vendors") Vendors No. 5 and 6 are represented by their guardian natural Vendor No. 4 mentioned therein (Naran Davji Bhutak as the Constituted Attorney for Vendor No. 4, 7, 8, 9, 10, 11, 12, 13, 14, 15) mentioned therein, hereby grant, sell, transfer, and assure the said property unto one Hemant Anand Rati (herein referred to as the "Purchaser") with the consent and confirmation of Naran Davji Bhutak therein referred to as the "Confirming Party".

10. The D. P. Remark's dated 15 December, 2008 bearing No. CIDCO/MV/SR/2008/351-3/2008/1125 in respect of the entire layout which includes various properties including the said property, show that the said property is partly in Special Residential Zone and partly in Road. A copy of D. P. Remark is annexed as Annexure D hereto.

11. The City and Industrial Development Corporation Maharashtra Ltd. (CIDCO) being the Special Planning Authority in respect of properties at Vashi Vihar Sub-Region has issued Commencement Certificate dated 2nd July 2011 in respect of the title in suit in 2011 of the said Commencement Certificate attached as Annexure E hereto.

12. In these circumstances, subject to (i) what is stated in O.P. Remark and Commencement Certificate and (ii) relying on the search report and declaration on the title dated 5th July 2010 & 27th April 2011 with respect to the said property, in our opinion, the title of MR. HEMANT ANANT PATIL as Owner to the said property appears to be free from encumbrances, reasonable doubts and is marketable.

Dated this 23rd day of April, 2011.



+ File No. 10

बसई - ३
दस्तावेज नं. २२८३/१०८६
१००१३३२

Annexure - 6

Mrs. G.W. Fernandes

ADVOCATE
 Old Flat No. 0/2, Surya Apartments
 Near Paldi Hospital, Behind Gaveri Jewellers
 S.T. Stand, Nallaappara (W),
 Tal. Vasal, Dist. Thane - 401 203

W.A. Fernandes

ADVOCATE
 Email: wafarnandes@gmail.com

TO WHOMSOEVER IT MAY BE CONCERN

1. This is to certify that, we have, for the purpose of investigating the title of one DOPL GLOBAL INFRASTRUCTURE PVT. LTD, a private limited company, having its administered office at Bunglow No. 1, Shreeji Vihar, Opp. MTNL, S.V. Road, Kandivall (W), Mumbai-400087, to the aforesaid Old Survey No. 228 Hissa No. 13, corresponding to New Survey No. 44 Hissa No. 13 of Village Thirree, Taluka Bassein, District Thane for the Registration District and Sub-District of Bassein, Bassein, measuring about 1210 square meters or thereabouts (hereinafter the aforesaid property is referred to as "THE SAID PROPERTY") and for the purpose relied on the search taken by search clerk, N.D. Rane for the period of 20 years from 1980 to 2009 with the Sub-Registrar's Office at Bassein. A copy of the Search Report is annexed hereto and marked as ANNEXURE "A".

2. We have perused the Revenue Records namely the 7/12 extract issued by the concerned authority with respect to this said property which shows that the said property stands in the name of DOPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Mr. Hemant Anant Patil as the Owner. Copy of 7/12 extract issued on 27th April, 2010 is annexed hereto and marked as ANNEXURE "B". The same shows Mutation Entries Nos. 1, 19, 36, 294, 296, 399, 494, 1315, 1647, 2248. It shows Mutation Entries No. 494, 1315 and 1647 in the other right column. We have not perused Mutation Entries No. 19.

WAF

Mrs. G.W. Fernandes

ADVOCATE

Off. Flat No. 0/4, Rupa Apartment,
Near Patel Hospital, Behind Gavali Jewellers,
S.T. Stand, Nallasopara (W),
Tel. Vashi, Dist. Thane - 401 203

ससई - ३
ससई नं. २२८३/२०१६
७९/१९३२
W.A. Fernandes
ADVOCATE
Email: williamfernandes@yahoo.com

3. We have relied on a public notice given by the hon'ble collector Thane inviting claims in respect of said property in Maharashtra-Jamrudia which appeared in their issue of 25th Aug 2009. As mentioned by Hon'ble collector Thane in the non Agricultural user order Dated 7th Oct 2009 they have not received any claims in respect to the said property pursuant to the said public notice.

4. We have not raised any objections on title. We have however, relied on the Declaration filed dated 17th April 2011 of DDPL GLOBAL INFRASTRUCTURE PVT LTD through its Director Mr. Hemant Anand in respect of the said Property.

5. We have taken the year 1984 as the root of the title and proceeded on the basis that in 1984 Dwarakanath Laxman Raut was the Owner of the said property.

6. The facts as appear from the documents available with us including the Mutation Entries are as under:

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रस्त. क्र. २४३/२०४६
७२/१३२

Mrs. G.W. Fernandes
ADVOCATE
 Off. Flat No. 2, Rupa Apartments,
 Near Peth Hospital, Sahlad Gaveri Jewellers,
 S.T. Stand, Malabar Road (W),
 Tel. Vasai, Dist. Thane - 401 203

W.A. Fernandes
ADVOCATE
 Email: williamfernandes@yahoo.co.uk

(i) Originally one Dwarkanath Laxman Raut was the owner of various properties including the said property.

(ii) Thereafter one Shri Rameshwar Bistur Bhoir (being the tenant therein) purchased various properties including the said property of village Rajavali, Taluka Vasai, District Thane, for the sum of Rs. 592.65 and interest thereon on or about 1-1-1962. According to the land lord Shri Dwarkanath Laxman Raut under section 32/G of Hon'ble Agricultural Land Tribunal and Additional Mamaladar of Vasai, under section 32/G, the same is noted accordingly into 7/12 extra. The same is recorded in Mutation Entry No. 1315 dated 3-12-64, Dist. Thane.

(iii) The tenant Shri Rameshwar Bistur Bhoir purchased various properties including the said property of village Rajavali Taluka Vasai, District Thane, for the sum of Rs. 799.80, from the land lord Shri Dwarkanath Laxman Raut under section 32/G and paid the purchase price. The sale was recorded by Order No. 21/4-46 of Hon'ble Agricultural Land Tribunal and Additional Mamaladar of Vasai, under section 32/M. The same is reflected in Mutation Entry No. 1947 dated 18-4-67.

(iv) Shri Rameshwar Bistur Bhoir died on or about 7-11-1990, leaving behind him his heirs and legal representatives
 1. Maribai Rameshwar Bhoir, wife, aged 58 years,

TRUE

3

(Signature)

Mrs. G.W. Fernandes

ADVOCATE

Old Flat No. 0/2, Ruja Apartment,
Near Patti Hospital, Behind Gavya Junction,
S.T. Stand, Malleswara (W),
Tal. Yashvi, Dist. Thane - 401 203.

W.A. Fernandes

ADVOCATE

वसई - ३
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2. Mohan Rameshwar Bhoir, son, aged 42 years.
3. Laxmi Bhanudas Patil, daughter, aged 38 years.
4. Bhaskar Rameshwar Bhoir, son, aged 25 years.

Accordingly the names of heirs as per heirs register for various properties including the said property was brought on record. The same is reflected in Mutation Entry No. 2245 dated 8-2-21.

(v) Mutation Entry No. 1 dated 5/1/1996 By order of Supplementary Land Records, Thane bearing No. Survey No./ New Village/ Aakar Band/ S.R. 281/1994 date 30/8/1994 Village Rajavi of Tal. Yashvi was divided into two new revenue villages namely Village Rajavi and Village Teewri. Accordingly all Survey No. 229 of old Village Rajavi got new Survey No. and the said property bearing old Survey No. 229 of Village Rajavi was allotted New Survey No. 44 of Village Teewri.

(vi) Shri Bhaskar Rameshwar Bhoir died on or about 20-8-1999, unmarried, leaving behind him heirs and legal representatives:

- i) Manibai Rameshwar Bhoir, mother, aged 67 years
- ii) Mohan Rameshwar Bhoir, brother, aged 48 years
- iii) Laxmi Bhanudas Patil, sister, aged 44 years

Handwritten signature

वसई - ३
दस्तावेज क्र. १२३/२०१६
२०१९

Mrs. G.W. Fernandes

ADVOCATE
Off. Flat No. 0/3, Bhye Apartment,
Near Paul Hospital, Solind Gaveri Jewellers,
S.T. Stand, Malheopara (W),
Tal. Vasai, Dist. Thane - 401 203

W.A.fernandes
ADVOCATE

Email: wafarnandes@yahoo.com

Hence the name of Bhaskar Rameshwar Bhoir was removed from the records and the names of said heirs were brought on record for various properties including the said property. The same is reflected in Mutation Entry No. 36 dated 5-8-1999.

- (vii) Matibai Rameshwar Bhoir died on or about 5-9-2003, leaving behind her heirs and legal representatives, viz. 1. Mohan Rameshwar Bhoir, son and 2. Laxmi Bhanudas Patil, daughter. Hence noted accordingly for various properties including the said. The same is reflected from Mutation Entry No. 12 dated 5-12-2003.
- (viii) By an Agreement dated 27/4/2009 duly registered with the Sub-Registrar of Assurances under No. BSN-3/673/2009 made and executed by and between (1) Shri. Mohan Rameshwar Bhoir, (2) Smt. Ranjana Mohan Bhoir, (3) Shri. Mangesh Mohan Bhoir, (4) Smt. Nisha Nagesh Bhoir, (5) Smt. Laxmi Bhanudas Patil, (6) Smt. Kasturi Atamaram Mhatre alias Thakur, (7) Smt. Vaibhav Mohan Bhoir (therein referred to as the Vendors) of the one part DDPL Global Infrastructure Pvt. Ltd. (therein referred to as the Purchasers) of the other part, the vendors did thereby agree to sell the said property to the Purchasers therein for the consideration and on terms and conditions as set out therein.

19/11/19

Mrs. G.W. Fernandes,
ADVOCATE

Off: Flat No. G/2, Tunga Apartments,
Near Padi Hospital, Behind Govt. Jewellers,
S.T. Stand, Nallasopara (W),
Tal. Vasai, Dist. Thane - 401 203

W.A. Fernandes
ADVOCATE

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(ix) By a Power of Attorney dated 27/1/2009 duly registered with the Sub Registrar of Assurances under No. BSN-3/684/2009 (1) Shri. Mohan Rameshwar Bhoir, (2) Smt. Ranjana Mohan Bhoir, (3) Shri. Mangesh Mohan Bhoir, (4) Smt. Nisha Nagesh Bhoir, (5) Smt. Laxmi Bhanugaa Patil, (6) Smt. Kasturi Atamaram Motre alias Thakur and thereby nominate, constitute and appoint DOPIL GLOBAL INFRASTRUCTURE PVT LTD through its Director Hemant Anant Patil (being the deponent herein) as their true and lawful attorney, to do either the acts, deeds and things for them, in their name and on their behalf with respect to the said property in furtherance of Agreement for Sale dated 27/1/2009.

(x) Mutation Entry No. 784 dated 28/1/2010 made in the N.A. Permission has been obtained from various officers including Hemant Anant Patil through D.O.P.L. Global Infrastructure Pvt. Ltd. through its director Shri Hemant Anant Patil in respect of the said properties including the said property all admeasuring area 71210 Sq meters vide Order dated 12/8/2009 of Respected Collector Sahab, Thane along with Order No. T-9/N.A.P/S.R.-101/2009 dated 7/10/2009.

(xi) By a Deed of Conveyance dated 18/2/2010 duly registered with the Sub Registrar of Assurances under No. BSE-3/2629/2010 made and executed by and between (1) Shri. Mohan Rameshwar Bhoir, (2) Smt. Ranjana Mohan Bhoir (3) Smt.



TRUCK

Handwritten signature/initials.

पसई - ३
पसई नं. १२०३/२०१६
१०६/१३२

Mrs. G.W. Fernandes

ADVOCATE
 Off: Flat No. 2/2, Rupa Apartments,
 Near Patti Hospital, Sion, G. Ward, Jewellers,
 S.T. Stand, Pallaupare (W),
 Tnl. Vandi, Dist. Thane - 401 202

W.A.fernandes
ADVOCATE

Email: w.fernandes@vsnl.com

Mangesh Mohan Bhoir, (4) Smt. Nisha Nagesh Bhoir, (5) Smt. Laxmi Bhanudas Patil, (6) Smt. Kasturi Atamaram Mhalie alias Thakur, (7) Shri. Valabhav Mohan Bhoir (therein referred to as the vendors) of the one part and DDPL Global Infrastructure Pvt. Ltd. (therein referred to as the Purchasers) of the other part. The purchasers therein did thereby purchase the said land including the said property for the sum of Rs. 1,50,00,000/- on or about 18-2-2010. The same has been registered with the Sub-Registrar, Thane, under No. 298 dated 7-4-2010.

(xii) Under the circumstances DDPL Global Infrastructure Pvt. Ltd., became the absolute owner of and otherwise well and sufficiently entitled to the said property.

7. As far as the search report is concerned the same shows that no documents have been registered for the period of search.

8. We have perused the following documents:-

1) Agreement for Sale dated 27/11/2009 duly registered with the Sub-Registrar of Assurances under No. BSN-0873/2009 made and executed by and between (1) Shri. Mohan Ramabhar Bhoir, (2) Smt. Ranjana Mohan Bhoir, (3) Shri. Mangesh Mohan Bhoir, (4) Smt. Nisha Nagesh Bhoir, (5) Smt. Laxmi Bhanudas Patil, (6) Smt. Kasturi

W.A.

TRUE COPY

Mrs. G.W. Fernandes

ADVOCATE

Off. Flat No. 0/2, Rupe Apartments,
Near Paul Hospital, Sakind Gavari, Tructera,
S.T. Stand, Nallasopara (W),
Tal. Vasar, Dist. Thane - 401 203

W.A.fernandes

ADVOCATE

वसई - ३
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10/01/2022

Atamaram Mhatre alias Thakur, (7) Shri Vaibhav Manan Bhole (therein referred to as the Vendors) of the one part DDPL Global Infrastructure Pvt. Ltd. (therein referred to as the Purchasers) of the other part, the vendors did thereby agree to sell the said property to the Purchasers therein for the consideration and on terms and conditions as set out therein.

i) Power of Attorney dated 27/1/2009 duly registered with the Sub Registrar of Assurances under No. BSN-3/653/2009 (1) Shri. Mohan Rameshwar Bhole, (2) Smt. Ranjana Mohan Bhole, (3) Shri. Mangesh Manan Bhole, (4) Smt. Nisha Nagesh Bhole, (5) Smt. Kasturi Bhanudas Patil, (6) Smt. Kasturi Atamaram Mhatre alias Thakur, who thereby nominate, constitute and appoint DDPL Global Infrastructure Pvt. Ltd. through its Director, Manan Aram Patil (being the person named in their bye-laws) as its attorney, to do all the acts and deeds for them, in their name and on their behalf with respect to the said property in furtherance of Agreement for Sale dated 27/1/2009

ii) Deed of Conveyance dated 18/2/2010 duly registered with the Sub Registrar of Assurances under No. BSN-3/2629/2010 made and executed by and between (1) Shri. Mohan Rameshwar Bhole, (2) Smt. Ranjana Mohan Bhole, (3) Shri. Mangesh Manan Bhole, (4) Smt. Nisha Nagesh Bhole, (5) Smt. Kasturi Bhanudas Patil, (6) Smt. Kasturi Atamaram Mhatre alias Thakur, (7) Shri. Vaibhav Manan

चसई - १
दस्तावेज नं. १३०१९
३६/१३२

Mrs. G.W. Fernandes
ADVOCATE
 Office: Flat No. 0/2, Rupee Apartment,
 Near Paldi Hospital, Behind Ganesha Chowk,
 S.T. Stand, Nallasopara (W),
 Tal. Vazal, Dist. Thane - 401 201

W.A.fernandes
ADVOCATE
 Email: wafarnandes@yahoo.com

Bhoir (herein referred to as the Vendors) of the one part
 and DPPL Global Infrastructure Pvt. Ltd. (herein referred
 to as the Purchasers) of the other part. The purchasers
 therein did thereby purchased various N.A. land including
 therein did thereby purchased property for the sum of Rs. 43,00,000/- on or
 about 10.10.2010. The same is reflected in Mutation Entry



9. The Collector of Thane has by his Order dated 7th October
 2009 having recorded Division of 1/Tablo-6/NAP/SR-181/02 has
 inter alia granted permission for Non-agricultural use of various
 properties including the said property subject to the terms and
 conditions as set out therein. A copy of the said Order is annexed
 hereto as Annexure C hereto.

10. The D. P. Remark dated 12 December 2008 stating that
 CIDCOM/DP/205/3514/2008/125 in respect of the entire layout
 which includes various properties including the said property and
 that the said property is partly in Special Residential Zone and partly
 in road. A copy of D. P. Remark is annexed as Annexure D hereto.



TRUE

10/12/10

Mrs. G.W. Fernandes

ADVOCATE
Old Plot No. 5/2, Rupee Apartments,
Near Patti Hospital, Behind Chinnai Junction,
R.T. Station, Nallasopara (W),
Tal. Vandal, Dist. Thiruvallur - 601 203

W.A. Fernandes

ADVOCATE
Email: wamfernandes@rediffmail.com

वसई - ३
दस्तावेज क्र. 2/NE3/2018
LC 1932

11. In these circumstances, subject to (i) what is stated in O. P. Remark, and (ii) relying on the search report and registration on the title dated 5th July 2010 & 27th April 2011 with respect to the said Property, in our opinion, the title of DDPI Global Infrastructures Pvt. Ltd. through its Director Mr. Hemant Anant Patil as Owners to the said property appears to be free from encumbrances, reasonable doubts and is marketable;

Dated this 25th July

The Seal of Jyoti Soc. Regd. 04/2011
W. A. FERNANDES
(ADVOCATE)
2, Chinnai, Nallasopara,
Near Patti Hospital, B.T. Depo Road,
Nallasopara (W), Tal. Vandal, Dist. Thiruvallur

चलई - २
संख्या १२८३/२०१९
८० १९३२

Annexure - G.

Mrs. G.W. Fernandes
ADVOCATE

Dist. Flat No. 6/2, Rupa Apartment,
Near Padi Hospital, Behind Gauri Jewellers, P.T. Road,
Haldwani (W), Tal. Vazeir, Dist. Thane - 401 303

W.A. Fernandes
ADVOCATE

Email: williamfernandes@yahoo.com

TO WHOMSOEVER IT MAY BE CONCERN

1. This is to certify that we have, for the purpose of investigating the title of **DOPL GLOBAL INFRASTRUCTURE PVT. LTD.** a private limited company, having its administrative office at Bunglow No. 1, Sheikh Vihar, G.S. MIDC S.V. Road, Malwa (W), Mumbai-400067, to the property bearing O.R. Survey No. 122, Hess No. 4 corresponding to Kuv Survey No. 122, Hissa No. 4, village Tarned, Taluka Vazeir, District Thane, Maharashtra, 5400 square meters or thereabouts (hereinafter the fore-said property is referred to as **"THE SAID PROPERTY"**) and for the purpose noted on the search taken by search class N D Bona for the period of 25 years from 1980 to 2000 with the Sub-Registrar's Office at Baramati. A copy of the Search Report is annexed hereto and marked as **ANNEXURE "A"**.
2. We have perused the Revenue Record namely the 7/12 extract issued by the concerned authority with respect to the said property which shows that the said property stands in the name of **DOPL GLOBAL INFRASTRUCTURE PVT. LTD.** through its Director Mr. Hemant Arjun Pote as the Owner. Copy of 7/12 extract dated on 27th April, 2010 is annexed hereto and marked as **ANNEXURE "B"**. The same shows Mutation Entries Nos. 259, 304, 354 and 574, 1007, 2170, 2256, 2264 and 2285 in favour of Mutation Entries No. 2170, 2256, 2284 in the owner firm **DOPL**.

W.A.

TRUE

3. We have relied on a public notice given by the Hon'ble collector Thane involving claims in respect of said property in Mumbai-ml/m which appeared in their issue of 3rd January 2008. As mentioned by Hon'ble collector Thane in the said Agricultural user order dated 3rd Jan 2008 they have not received any claims in respect of ~~the said property~~ pursuant to the said public notice.

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4. We have not raised any requisitions on title. We have however, relied on the Declaration of title dated 27th April 2011 of ODPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Mr. Hemant Anant Pali in respect of the said Property.

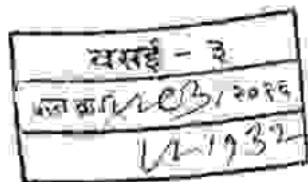
5. We have taken the year 1993 as the root of the title and proceeded on the basis that in 1993 (1) Smt. Dwarakabai Huralji Pali, (2) Smt. Mali Keshav Pali, (3) Smt. Mohini Laxman Raut, (4) Smt. Prakash Laxman Raut were the absolute owners of the said property.

6. The facts as appear from the title documents including the Mutation Entries are as under:

- (i) Originally in 1993 (1) Smt. Dwarakabai Huralji Pali, (2) Smt. Mali Keshav Pali, (3) Smt. Mohini Laxman Raut, (4) Smt. Prakash Laxman Raut were the absolute owners of various properties including the said property.

- (ii) Pursuant to Order under Section 520 of Bombay Tenancy & Agricultural Act, 1948 Dwarakabai Huralji Pali and Ors. became the absolute owners of various properties including the said property. The same is reflected in Mutation Entry no 2285 dated 4-8-93.

RAM



(iii) Mutation Entry No. 1 dated 5/1/1995 by order of Supplementary Property Records, Thane bearing No. Survey No. / New Village/ Aakar Band/ S.R.- 281/1994 date 30/5/1994 Village Rajavli of Taluka Vashi was divided into two new revenue villages namely "Village Rajavli" and "Village Threes". Accordingly all Survey Nos. of old village Rajavli got New Survey Nos and the said property bearing Old Survey No. 234 of Village Rajavli was allotted New Survey No. 45 of Village Threes.

(iv) The said (1) Smt. Dwarkabai Hujaji Pali, (2) Smt. Mali Keshav Pali, (3) Smt. Mohna Laxman Raut, (4) Shri. Prakash Laxman Raut purchased various properties including the said property from the owner Shri. Balkrishna Padman Bhole, since the encumbrance was removed by 32/3 of Tenancy Act and Certificate under Section 37A of the said Act Order dated 31.3.83 No. SR/83 vide mutation entry no. 22857. The names were entered as Kablekar. The same is reflected in Mutation Entry no 2284 dated 4/5/1993.

(v) By an Agreement for Sale dated 19th November 2006 duly registered with the Registrar of Assurances under No. BSN/10975/2006 made and executed by and between (1) Smt. Dwarkabai Hujaji Pali, (2) Smt. Mali Keshav Pali, (3) Smt. Mohna Laxman Raut, (4) Shri. Prakash Laxman Raut (herein referred to as the Vendors) of the one part, through their Power of Attorney holder Mr. Anthony John Pereira and as confirming party Mr. Anthony John Pereira and Mrs. Shalunda Anthony Pereira of the one part, OGP Global Infrastructure Pvt. Ltd. (herein referred to as the Purchasers) of the other part the vendors did thereby agree to sell the said property to the Purchasers therein for the consideration and on terms and conditions as set out therein.

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दस्तावेज 2203/2015
3.1932

(vi) By a Power of Attorney dated 10th Nov 2010 duly registered with the Sub Registrar of Assurances under No. BSN-3/10876/2010 (1) Smt. Dwarkabai Hujaji Patil, (2) Smt. Malli Keshav Patil, (3) Smt. Mohan Lakshman Raut, (4) Shri. Prakash Lakshman Raut through their Power of Attorney holder Mr. Anthony John Pereira, (5) Mr. Anthony John Pereira for himself, (6) Mrs. Shakunda Anthony Pereira for herself, did hereby nominate, constitute and appoint DDPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Hemant Anant Patil as their true and lawful attorney, to do either the acts, deeds and things for them, in their name and on their behalf with respect to the said property in furtherance of Agreement for Sale dated 10th Nov.2008.

(vii) By Deed of Conveyance dated 7/4/2010 duly registered with the Sub-Registrar of Assurances under No. BSN-3/00035/2010 made and executed by and between (1) Smt. Dwarkabai Hujaji Patil, (2) Smt. Malli Keshav Patil, (3) Smt. Mohan Lakshman Raut, (4) Shri. Prakash Lakshman Raut (herein referred to as the Vendors) of the one part through their Power of Attorney holder Mr. Anthony John Pereira through his Power of Attorney holder Mr. Hemant Anant Patil and as confirming party Mr. Anthony John Pereira and Mrs. Shakunda Anthony Pereira through their Power of Attorney holder Mr. Hemant Anant Patil and DDPL GLOBAL INFRASTRUCTURE PVT. LTD. through its Director Mr. Hemant Anant Patil (herein referred to as the Purchasers) of the other part, the Purchasers therein did thereby purchased various N.A. land including the said property for the sum of Rupees One Crore and Two Lakhs. The same is reflected in Mutation Entry No. 304 dated 7/4/2010.

(viii) Under the circumstances DDPL Global Infrastructure Pvt. Ltd., becomes the absolute owner of and otherwise well and sufficiently entitled to the said property.



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जिल्हा नंबर 5/2098
68 1932

7. We have perused the following documents:

i) Agreement for Sale dated 10th Nov 2008 duly registered with the Sub Registrar of Assurances under No. 10975/2008 made and executed by and between (1) Smt. Dwarkabai Hulaaji Raut (2) Smt. Mahi Keshav Patil, (3) Smt. Mohna Laxman Raut, (4) Shri. Prakash Laxman Raut (herein referred to as the Vendors) of the one part through their Power of Attorney holder Mr. Anthony John Pereira and as confirming party Mr. Anthony John Pereira and Mrs. Shakunda Anthony Pereira of the one part, DDPL Global Infrastructure Pvt. Ltd. (herein referred to as the Purchasers) of the other part, the vendors do hereby agree to sell the said property to the Purchasers for the consideration and on terms and conditions set out herein.

ii) By a Power of Attorney dated 10th Nov 2008 duly registered with the Sub Registrar of Assurances under No. BSN-3/10976/2008 (1) Smt. Dwarkabai Hulaaji Raut, (2) Smt. Mahi Keshav Patil, (3) Smt. Mohna Laxman Raut, (4) Shri. Prakash Laxman Raut through their Power of Attorney holder Mr. Anthony John Pereira (5) Mr. Anthony John Pereira for himself, (6) Mrs. SHAKUNDA Anthony Pereira for herself, did hereby nominate, constitute and appoint DDPL GLOBAL INFRASTRUCTURE PVT LTD through its Director Hemant Anant Patil as their true and lawful attorney, to do either the acts, deeds and things for them in their name and on their behalf with respect to the said property in furtherance of Agreement for Sale dated 10th Nov 2008.

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3) Deed of Conveyance dated 7/3/2010 duly registered with the Sub-Registrar of Assurances under No BSN-3/35/2010 made and executed by and between (1) Smt. Dwarikaben Huleji Pajji, (2) Smt. Mohi Keshav Pajji, (3) Smt. Mohan Laxman Pajji, (4) Smt. Prakash Laxman Pajji of the one part through their Power of Attorney holder Mr. Anthony John Pereira through his Power of Attorney holder Mr. Hemant Anant Pajji and as confirming party Mr. Anthony John Pereira and Mrs. Shakunda Anthony Pereira through their Power of Attorney holder Mr. Hemant Anant Pajji and DDPL GLOBAL INFRASTRUCTURE PVT. LTD. through its Director Mr. Hemant Anant Pajji of the other part purchased various N.A. land including the said land for the sum of Rs. 1,02,00,000/- (Rupees One Crore and Two Lakhs). The same is reflected in Mutation Entry No. 204 dated 7/4/2010.

4. The Collector of Thane has by his Order dated 20/03/2008 bearing Revenue Division of 1/Tako-SINAR/20/03/08 granted permission for Non-agricultural use of various properties including the said property subject to the terms and conditions as set out therein. A copy of this said Order is annexed herewith.

5. The D. P. Remarks dated 16 December 2008 bearing No. CIDCO/VDP/205/3514/2008/1125 inspect of the entire layout which includes various properties including the said property show that the said property is partly in Special Residential Zone and partly in road. A copy of D. P. Remarks is annexed as Annexure D hereto.



TRUE COPY

वसई - ३
सं. २२८३/२०११
१६ १९३२

10. In these circumstances, subject to (i) what is stated in D. R. Remark, and (ii) relying on the search report and declaration on the title dated 17th July 2010 & 27 April 2011 with respect to the said Property, in our opinion, the title of DDPL Global Infrastructures Pvt. Ltd. through its Director Mr. Hemant Anant Pali as Owners to the said property appears to be free from encumbrances, reasonable doubts and is marketable.

Dated this 27th day of April 2011.



[Signature]
Advocate

W. A. HERNANDEZ
(ADVOCATE)
2, 1st Floor, 2nd Ave,
Near Palm Tree, 10, C.V. I.,
Nallasopara, Dist. Thane, Maharashtra



TRUE

Annexure - G.

234/45

वसई - ३

22/03/2008
W.A. Fernandes 932

Mrs. G.W. Fernandes

ADVOCATE

Old File No. 523: Bura Agri. Comm.
Near Palla Hospital, Behind District Thane,
S.T. Bhand, Maharashtra INDIA. Tel. 022-2500
Dist. Thane - 401 203

Subscribed and sworn to before me this 22nd day of March 2008.

TO WHOMSOEVER IT MAY BE CONCERN

1. This is to certify that we have, for the purpose of investigating the title of one DGR GLOBAL INFRASTRUCTURE PVT. LTD., a private limited company, having its administrative office at Bunglow No.1, Shreeji Vihar Opp. MTNL S.V. Road, Kandivali (W) Mumbai 400087, to the property bearing Old Survey No. 234 Hissa No. 2 corresponding to New Survey No. 45 Hissa No. 2 of Village, Thane Taluka Vasai, District Thane in the Registration District and Sub-District of Thane Bassein encompassing about 530 square meters of thereabouts (hereinafter the aforesaid plot is referred to as "THE SAID PROPERTY") and for the purpose of the Survey taken by Survey Clerk, N.D. Rane for the period of 10 years from 1st April 2000 with the Sub-Registrar's Office at Bassein. A copy of the Survey Report is annexed hereto and marked as ANNEXURE - A.

2. We have perused the Revenue Record showing the 7/12 extract issued by the concerned authority with reference to the said property which shows that the said property stands in the name of DGR GLOBAL INFRASTRUCTURE PVT. LTD. through its Director Mr. Mahant Anand P. at the Owner. Copy of 7/12 extract issued on 27th April, 2010 is annexed hereto and marked as ANNEXURE - B. The 7/12 shows the following Mutation Entries Nos. 1, 55, 294, 294, 494, 501, 502, 599, 699. It shows Mutation Entries No. 494 and 599 in the other than column. We have not perused Mutation Entry No. 599.

3. We have relied on a public notice given by the Hon'ble collector Thane inviting claims in respect of said property in Matanashita-jamda which appeared in their issue of 25th Aug 2000. As mentioned by Hon'ble collector Thane in the non-Agricultural user order Dated 7th Oct 2000 they have not received any claims in respect to the said property pursuant to the said public notice.

W.A. Fernandes



FILED

वर्क - 3
सतक मंडी 2015
66 B32

Mrs. C.W. Fernandes

ADVOCATE
Off: Plot No. 0/3, Hips Apartment,
Near Padi Hospital, Sakinaka District,
P.T. Road, Malabar Road (M. Tal. Yash)
Dist: Thane-401 202

W.A.fernandes

ADVOCATE
Email: waf@fernandesadvocate.com

4. We have not raised any requisitions on title. We have however, relied on the Declaration of title dated: 27th April 2014 of DDPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Mr. Hemant Arant Patil in respect of the said Property.

5. We have taken the year 1931 as the root of the title and proceeded on the basis that in 1931 Shri. Ramchandra Hari Bhat was the absolute owner of the said property.

6. The title is supported by the documents available with us including the following documents and records:

(i) Original title Shri. Ramchandra Hari Bhat was the owner of various properties including the said property.

(ii) The said Shri. Ramchandra Hari Bhat created a charge on various properties including the said property for the sum of Rs. 400/- by way of Tagar. The same is reflected in Mutation Entry No. 890 dated 18-7-52.

(iii) Mutation Entry No. 1 dated 31/1/1925 by order of Supplemental Land Records, Thane bearing No. Survey No. New Village Area Band S.R.-29 (1954) date 30/1/54 Village Rajani of Taluka Vasa was divided into two new revenue villages namely Village Rajani and Village Twree. Accordingly an Survey Nos. 41-42 Village Rajani got new Survey No. and the said property bearing Old Survey No. 221 of Village Rajani was allotted New Survey No. 43 of Village Twree.

Handwritten signature

TRUE COPY

Mrs. G.W. Fernandes

ADVOCATE

Old Flat No. 3/2, Road Karmachari,
Near Peta Hospital, Behind Green Jewellers,
S.T. Road, Haldia Road (W), Tel. Vardh
Dist. Thane - 401 303

W.A. Fernandes

ADVOCATE

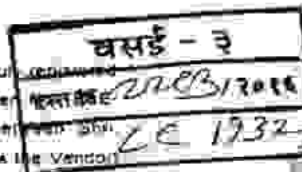
Email: waf@fernandesadvocates.com

(iv) By an Agreement for Sale dated 30/1/2009 duly registered with the Sub-Registrar of Assurances under No. BSE-3/615/2009 made and executed by and between Shri. Ramchandra Han Bhal (herein referred to as the Vendor) of the one part and DDPL GLOBAL INFRASTRUCTURE PVT. LTD (herein referred to as the Purchaser) of the other part the vendor did thereby agree to sell the said property to DDPL GLOBAL INFRASTRUCTURE PVT. LTD for the consideration and on terms and conditions as set out therein.

(v) By a Power of Attorney dated 30/1/2009 duly registered with the Sub-Registrar of Assurances under No. BSN-3/616/2009 Shri. Ramchandra Han Bhal, the Vendor, nominate, constitute and appoint Shri. Anant Pali as their true and lawful attorney to do, execute, sign, seal and deliver in his name and on behalf with respect to the said property the said Agreement for Sale dated 30/1/2009.

(vi) Mutation Entry No. 294 dated 25th March, 2010 states that that H.A. Permission has been granted to various owners including Hemant Anant Pali Through their O.A. M/s. D.D.P.L. Global Infrastructure Pvt. Ltd. Through its director Shri Hemant Anant Pali in respect of various properties including the said property all admeasuring area 71210 Sq. meters vide Order dated 12-8-2009 of Respected Collector, Saneb. Thane along with Order No. T-31NA.F/5.R-101/2009 dated 7-10-2009.

(vii) By a Deed of Conveyance dated 23/2/2010 duly registered with the Sub-Registrar of Assurances under No. BSE-3/2655/2010 made by and between one DDPL Global Infrastructures Pvt. Ltd. Through its director Hemant Anant



Handwritten signature

बसंई - ७
 दाखल नं. २२८३/२०११
 ८० १९३२

Mrs. G.W. Fernandes

ADVOCATE

Off: Plot No. 9/3, Rajat Apartment,
 Near Pail Hospital, Behind Oshwar Jewellers,
 K.T. Road, Indhane (W), Tal. Vashi,
 Dist. Thane - 401 303

W.A.fernandes

ADVOCATE

Email: waf@wafadvocate.com

Pail (herein referred to as the Purchasers) of the one part and Shri Ramchandra Hari Bhor (herein referred to as the Vendor) of the other part, the purchasers therein did hereby purchased various properties including the said property bearing Or Survey No. 234, administrative area Or BSR - 2P plus pos Khairab Or - OR - 7P aggregating to Or - BSR - 8P for the sum of Rs. 1,00,000/- on or about 23-2-2010 for the terms and conditions as set out therein. The same is reflected from Mutation Entry No 290 dated 7-4-2010.



7. As far as the search report is concerned, the same shows that no documents have been registered for the period of search.

8. We have perused the photocopy of the following documents.

- * Agreement for Sale dated 30/1/2008 duly registered with the Sub Registrar of Assurances under No. BSE-1018/2008 made and executed by and between Shri Ramchandra Hari Bhor of the one part and DDPI GLOBAL INFRASTRUCTURE PVT. LTD of the other part for the terms and conditions as set out therein.

copy

TRUE

Mrs. G.W. Fernandes

ADVOCATE

Office No. 54/2, Kupa Apartment,
Near Park Hospital, Behind Cavers Jewellers,
S.T. Stand, Malabar Road, Tal. Vashi
Dist. Thane - 401 502

W.A. Fernandes

ADVOCATE

Enrollment No. 114/1999

वसई - ३

दस्तावेज क्र. 2203/2018

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8. Power of Attorney dated 30/1/2009 duly registered with the Sub Registrar of Assurances under No. BSE-3/819/2009-Shri. Ramchandra Hari Bros. did thereby nominate, constitute and appoint DDPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Hemant Anant Paul as his true and lawful attorney to do either the acts, deeds and things for him in his name and on his behalf with respect to the said property in furtherance of Agreement for Sale dated 30/1/2009.

9. Deed of Conveyance dated 23/2/2010 duly registered with the Sub Registrar of Assurances under No. BSE-3/2856/2010 made by and between one DDPL Global Infrastructure Pvt. Ltd. through its director Hemant Anant Paul of the one part and Shri. Ramchandra Hari Bros. of the other part purchased the land comprising the land bearing Off Survey No. 15/10/109 and 15/10/109-58R-2P plus 201 bearing 15/10/109-2P adjacent to 15/10/109-58R-2P for the sum of Rs. 1,00,00,000/- on about 23-2-2010 for the uses and purposes set out therein.

10. The Collector of Thane has by his Order dated 20 October, 2009 bearing Revenue Division of 17table-3/NAR/5N-10/09 has therein granted permission for Non-agricultural use of various properties including the said property subject to the terms and conditions set out therein. A copy of the said Order is annexed hereto as Annexure C hereto.

11. The D.P. Remarks dated 15 December 2008 bearing No. 10000/1000/2008/142008/1125 in respect of the entire layout which includes various properties including the said property show that the



TRUST

[Handwritten signature]

Page No.	123/2011
Date	12/03/2011
By	W.A. Fernandes

W.A. Fernandes
 ADVOCATE
 Of P.O. Box 123, Tugu Apartment,
 Near P.O. Box 123, Tugu Apartment,
 S.Y. Road, Nallasopara (W), Tal. Vashi,
 Dist. Thane - 401 202

W.A. Fernandes
 ADVOCATE
 Email: waf@fernandesadvocate.com

said property is partly in Special Residential Zone and partly in road. A copy of D.P. Remark is annexed as Annexure D hereto.

11. The City and Industrial Development Corporation Maharashtra Ltd. (CIDCO) being the Special Planning Authority, in respect of properties at Vashi Vihar Sub-Region has issued commencement certificate dated 2nd July, 2010 bearing No.VVVR/CC/DPH622/E/730. In respect of the entire layout a copy said commencement certificate is annexed as Annexure E hereto.

12. In these circumstances, subject to (i) what is stated in D.P. Remark, and (ii) relying on the search report and declaration on the file dated 10th July, 2010, 19th April 2011 with respect to the said property, in our opinion, the title of DCP, District Infrastructures Pvt. Ltd. through its Director, Mr. Hemant Anant Patil as Owners to the said property appears to be free from encumbrances, reasonable doubts and is marketable.

Dated this 5th day of March, 2011.

[Signature]
 Advocate

W. A. FERNANDES
 (ADVOCATE)
 Of P.O. Box 123, Tugu Apt.,
 Near P.O. Box 123, Tugu Road,
 Nallasopara (W), Tal. Vashi, Dist. Thane.

TRUE

P.A. No. 42

Annexure - G

Mrs. G.W. Fernandes
ADVOCATE

Old Flat No. G/2, Rupa Apartments,
Near Patti Hospital, Behind Ganga Jewellers, 5th Street,
Bhamburda (W), Tal. Vashi, Dist. Thane - 401 303.

ससई - ३
वस नं. २२८३/१०१६
W.A. Fernandes 932
ADVOCATE

TO WHOMSOEVER IT MAY BE CONCERN

1. This is to certify that, we have, for the purpose of investigating the title of one ODPL GLOBAL INFRASTRUCTURE PVT. LTD., a private limited company, having its administrative office at Bunglow No.1, Shreeji Vihar, V. Road, Kandivall (W), Mumbai-400067, to the property bearing Old Survey No. 238 Hissa No. 5, corresponding to New Survey No. 45 Hissa No. 5, admeasuring about 1160 square meters of thereabouts; Old Survey No. 235 Hissa No. 1 corresponding to New Survey No. 46 Hissa No. 8, admeasuring about 1120 square meters of thereabouts; of Village Thirve, Taluka Vashi, District Thane in the Registration District and Sub-District of Thane. Bassein (hereinafter jointly referred to as "THE SAID PROPERTY") relied on the search taken by search clerk, N.D. Rane for the period of 29 years from 1980 to 2009 with the Sub-Registrar's Office at Bassein. A copy of the Search Report is annexed hereto and marked as ANNEXURE "A".

वसई - ३
दस्तावेज नं. २८३/२०१५
EX 1237

We have perused the Revenue Records namely the 7/12 extract issued by the concerned authority with respect to the said property which shows that the said property stands in the name of DDPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Mr. Hemant Anant Patil as the Owner. A copy of 7/12 extract issued on 27th April, 2010 is annexed hereto and marked as **ANNEXURE - "B"**. The 7/12 shows the following Mutation Entries Nos. 1, 288, 294, 298, 494 and 1374. It shows Mutation Entries No.494 in the other right column.

3. We have relied on a public notice given by the hon'ble collector there inviting claims in respect of said property in Maharashtra Sahamudra which appeared in their issue of 25th April 2009. As mentioned by Hon'ble collector there in the top Agricultural Record Dated 7th Oct 2009 they have not received any claims in respect to the said property pursuant to the said public notice.
4. We have not raised any requisitions on title. We have however, relied on the Declaration of title dated 27th April 2010 of DDPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Mr. Hemant Anant Patil in respect of the said Property.



Copy

TRUE

5. We have taken the year 1966 as the root of the title and proceeded on the basis that in 1966 Smt. Kashibai Tukaram Patil was the absolute owner of the said property.

6. The facts as appear from the documents available with us including the Mutation Entries are as under

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- i) Originally prior to 1964 one Smt. Kashibai Tukaram Patil was the owner of various properties including the said property.
- ii) She died on or around 1965 leaving behind her, her only heir and legal representative entitled to her estate viz Mrs. Godibai Ramchandra Mhatre (daughter), hence her daughter's name was recorded in the records of right for various properties including the said property. The same is reflected in Mutation Entry No. 1273 dated 2nd January, 1966.
- iii) Mutation Entry No. 1273 dated 2nd January, 1966 in order of Supplementary Land Records, Thane bearing No. Survey No. 7 New Village Rajavli Taluka Borivli Dist. 281/1994 date 30/8/1994 Village Rajavli At Taluka Vasai was divided into two new revenue villages namely Village Rajavli and Village Teewri. Accordingly all Survey Nos. of old Village Rajavli got new Survey No and the said property bearing Old Survey No. 235 of Village Rajavli was allotted New Survey No. 46 of Village Teewri.



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क्रमांक - १
दिनांक १२/०३/२००९
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iv) Mrs. Godibai Ramchandra Mhatre died on or about 11-11-2006, leaving behind her, her only heir and legal representative entitled to her estate viz. Mallibai Shantaram Patil (daughter), hence her daughters name was recorded in the records of right for various properties including the said property. The same is reflected in Mutation Entry No. 268 dated 1-8-2009.

v) By an Agreement for Sale dated 2nd March, 2009 duly registered with the Sub-Registrar of Assurance under serial No. BSN-3/1827/2009 made and executed by and between (1) Mrs. Mallibai Shantaram Patil (2) Vaishali Umesh Patil (3) Bhavna Dheraj Mahtera (therein referred to as the "Vendors") of the one part and DDPL Global Infrastructure Pvt. Ltd. (therein referred to as the "Purchasers") of the other part. The said Mrs. Malli Shantaram Patil and Mrs. agreed to sell various properties including the said property for the consideration and on terms and conditions as set out therein.

vi) By a Power of Attorney dated 2/3/2009 duly registered with the Sub Registrar of Assurances under No. BSN-3/1828/2009 (1) Smt. Malli Shantaram Patil (2) Vaishali Umesh Patil (3) Bhavna Dheraj did thereby nominate, constitute and appoint DDPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Hemant Anant Patil (being the deponent herein) as their true and lawful attorney, to do either the acts, deeds and things for them, in their name and on

their behalf with respect to the said property (hereinafter referred to as the said property)
Agreement) for Sale dated 2nd March, 2009

वसई - ३
दात क्र. ७२८३/२०१६
८६ १७३२

vii) By a Deed of Conveyance 1-1-2010 duly registered with the Sub-Registrar of Assurance under No.BSN-3/00012/2010, made and executed by and between (1) Mrs. Malli Shantaram Patil (2) Vaishali Umesh Patil (3) Bhavna Dikora) Mathega (herein referred to as the Vendors) of the one part and DDPL Global Infrastructure Pvt. Ltd. (herein referred to as the Purchasers) of the other part. The purchasers did thereby purchased various N.A. land including the said property for the sum of Rs. 30,80,000/-. The same is reflected in Mutation Entry No. 298 dated 7-4-10.

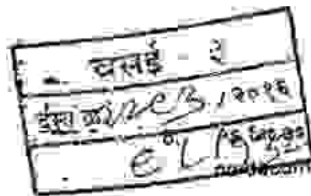
viii) Mutation Entry No. 294 dated 25th March, 2010 states that that N.A. Permission has been granted to various owners including Hemant Anant Patil through their C.A. Mrs. D.D.P.L. Global Infrastructure Pvt. Ltd. through its director Shri Hemant Anant Patil in respect of various properties including the said property with adjoining area 71210 Sq. meters vide Order No. 12-P-2009 of Respected Collector Sanab, Thane along with Order No. T-9/N.A.P./S.R.-101/2009 dated 7-10-2009.

7. Under the circumstances DDPL Global Infrastructure Pvt. Ltd., became the absolute owner of and otherwise well and sufficiently entitled to the said property.

(Signature)



TRUE



the search report is concerned the same shows that no documents have been registered for the period of search.

9. We have perused the following documents:

- i) Agreement for Sale dated 2nd March, 2009 duly registered with the Sub-Registrar of Assurance under serial No. BSE-3 1827 of 2009 made and executed by and between (1) Mrs. Mallikar Shantaram Pali (2) Vaishali Umesh Pali (3) Bhavna Dheraj Mahera (herein referred to as the "Vendors") of the one part and DDPL Global Infrastructure Pvt. Ltd. (herein referred to as the "Purchasers") of the other part. The said Mrs. Mallikar Shantaram Pali and Ors. agreed to sell various properties including the said property for the consideration and on the terms and conditions as set out there.
- ii) Power of Attorney dated 2/3/2009 and duly registered with the Sub-Registrar of Assurance under No. BSE-3/1828/2009 (1) Smt. Mallikar Shantaram Pali (2) Vaishali Umesh Pali (3) Bhavna Dheraj did thereby nominate, constitute and appoint DDPL GLOBAL INFRASTRUCTURE PVT. LTD through its Director Hemant Arant Pali (being the deponent herein) as their true and lawful attorney to execute the acts, deeds and things for them in their name and on their behalf with respect to the said property in furtherance of Agreement for Sale dated 2nd March, 2009.

वसई - ३
दस्तावेज २२८३/२०१६
८८ १७३२

III) Deed of Conveyance 1-1-2010 duly registered with the Sub-Registrar of Assurance under No.85E-3/12/2010, made and executed by and between (1) M/s. Mall Shantaram Patil (2) Vatsali Umesh Patil (3) Bhayna Dhega Manera (herein referred to as the Vendors) of the one part and ODPL Global Infrastructure Pvt Ltd. (herein referred to as the Purchasers) of the other part. The purchasers did thereby purchased various N.A. land including the said property for the sum of Rs. 30,80,000/-.

10. The Collector of Thane has by his Order dated 7th October 2009 bearing Revenue Division of 1/7able-SHAP/524/09 has interalia granted permission for Non-agricultural use of various properties including the said property subject to the terms and conditions as set out therein. A copy of the said Order is annexed hereto as Annexure C hereto.

11. The D. P. Remarks dated 13-08-2009 bearing No. CIDCONVDP/ZCS/3514/2009 in respect of the entire layout which includes various properties including the said property show that the said property is partly in Special Residential Zone and partly in road area. A copy of D. P. Remark is annexed as Annexure D hereto.



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॥ ॐ नमो भगवते वासुदेवाय ॥

Fig. 2a

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$$\begin{array}{r} 299 \\ \times 299 \\ \hline \end{array}$$

आचार्य बाबूदास कृष्णदास १९८० अख
 भाषा: १७१३२१२

7.41.432

NEW 7/12. **Annexure-H** File No: 44/13

अथ नमूना वार (पिपती गीतगो.)
 (नक्षत्राष्टकानि च मन्त्र आदिनाः विहितेभ्यः कृतेषु च यद्वैद्यस्य अथवा ज्ञानेन कृतं भवति तत् प्रमाणं) विष्णु, १९७१ यात्रीन लिखितम् २५)

[illegible]

(संस्कृत भाषा में)

19/12/57

— 479 —

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तहसील : बसतु

[illegible]

कि. ठाणे

सिद्धान्त कविता सङ्ग्रह, सविता साहित्यिक आचार्य संस्थान, (११) अक्षांश, पुणे-४१, महाराष्ट्र, १९८१, पृष्ठ १८

महाराष्ट्र, पञ्चमसूत्र, पञ्चमसूत्र, पञ्चमसूत्र, पञ्चमसूत्र
पञ्चमसूत्र, पञ्चमसूत्र, पञ्चमसूत्र, पञ्चमसूत्र, पञ्चमसूत्र

बलराम साहू, पौली
पा. बलराम, वि. - ४४
७६७६४७

Annexure - H

[illegible]

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सुप्रसन्न मनः सुखं प्रीतिम्, ११११ ॥
सुखं प्रीतिम् सुखं प्रीतिम् ॥

Book number 52

11, Varghese

706 1932

Wiederholung

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वसति - ३३
वसति/२८३/२०१६
९७०७३३



DDPL
GLOBAL INFRASTRUCTURE
PVT. LTD.

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED AT THEIR MEETING HELD ON 8TH JULY, 2013

REGISTRATION OF FLAT SALE AGREEMENTS

"RESOLVED THAT in modification/correction/amendment to the resolution passed by the Board of Directors of the Company at their meeting held on 28th November, 2012, it is unanimously decided that any two of the following Directors of the Company comprising of one Director each from Group A and Group B, be and are hereby authorized, jointly, in the manner prescribed hereinafter, to sign, execute and deliver the FLAT SALE AGREEMENTS and all other documents related thereto including but not limited to Deed of Confirmation and other related applications, Correction Deed, Rectification Deed, Cancellation Deed and such other forms, declarations, undertakings, deeds and documents as may be required in this regard from time to time, with the purchasers, at the Company's Project at Tiro Village, Taluka Vasai, District Thane pursuant to Section 40A and 40B of Maharashtra Registration of Regulation of the promotion of Construction, Sale, Mortgage and Transfer of Flats Act, 1963.

Group A:

1. Mr. Dharmesh
2. Mr. Herman Paul

Group B:

3. Mr. Tushar Sarda
4. Mr. C. P. Khandelwal

"RESOLVED FURTHER THAT, the Board of Directors of the Company, hereby accept and affirm that the Power of Attorney dated 30th December, 2012 executed by the aforesaid four Directors and registered as a document under Serial No. Vasai 4-53-2012 on 6th December, 2012 with the Office of the Sub-Registrar of Assurances, Vasai, Thane District, created in favour of Mr. ASHISH NEERATHE and/or Mr. DEEPAK KHOCHARE shall be valid, subsisting and having full force of law for registration of the aforesaid documents with the said Sub-Registrar of Assurances, Vasai and/or in any other office having concurrent and/or co-ordinate jurisdiction for registration of the above referred instruments, deeds and documents and for taking delivery of the said documents from the said office after completion of the registration process."

Unless House (S-80) Vihar, Opp. MINA, S.V. Road, Khandival (W), Mumbai - 400 067.
Tel: 022-22-6777699 (100 Lines), Fax: 022-22-67778083 Email: info@ddplglobal.com
Website: www.ddplglobal.com

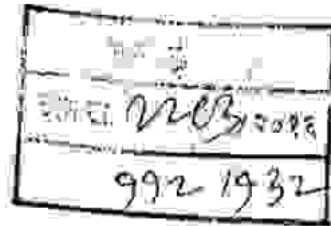
"RESOLVED FURTHER THAT in accordance with the provisions of Articles of Association of the Company, the Common Seal of the Company be affixed to such documents as may be required from time to time in connection with the above, in the presence of any one of the Directors of the company who shall also countersign the same in token thereof."

"RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by a Director of the Company be furnished to all such authorities, agencies and parties as may be required from time to time in connection with the above resolutions."

Certified to be true,
For DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED

DIRECTOR





533/53 पावती Original/Duplicate
 Thursday, December 06, 2012 नोंदणी क्र. 20
 7:03 PM Regn: 39M

पावती क्र. 53 दिनांक 06/12/2012

गावाचे नाव: टिबरी
 दस्तऐवजाचा अनुक्रमांक: वसई-4-53-2012

दस्तऐवजाचा प्रकार: कृषिमुख्यत्वारपत्र

समई: संपन्न-पावे नात: विहिमिलस गोल्याक दस्तऐवजकर पा. वि. तर्फे संकलित केला



नोंदणी क्र.
 दस्तऐवजाच्या क्र.
 इतर पत्रे
 पत्रांची संख्या: 14



एकूण: ₹ 400.00

आपणास हा दस्तऐवज अद्य 7:23 PM रोजी बँकेस मिळेल मुजि सांगते घेऊन
 घेतून CD घ्यावी.

सह दुसऱ्या मालिकेचे कार्य

वसई क्र. 4

बिलाई मूल्या: ₹ 0/-

जोबदला: ₹ 0/-

मरलेले मुद्रांक शुल्क: ₹ 500/-

1) देयताचा प्रकार: By Cash रक्कम: ₹ 100/-

2) देयताचा प्रकार: By Cash रक्कम: ₹ 300/-

Handwritten signature

मुद्रांक शुल्क देऊन घ्यावा किंवा मिळेल
 सह घेतून द्यावा.

सह दुसऱ्या मालिकेचे कार्य
 सह घेतून द्यावा.

3. Power of Attorney	
1. Name of the Attorney	2. Name of the Principal
3. Nature of the Power	4. Date of the Power
5. Name of the Attorney	6. Name of the Principal
7. Name of the Attorney	8. Name of the Principal
9. Name of the Attorney	10. Name of the Principal
11. Name of the Attorney	12. Name of the Principal
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81. Name of the Attorney	82. Name of the Principal
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91. Name of the Attorney	92. Name of the Principal
93. Name of the Attorney	94. Name of the Principal
95. Name of the Attorney	96. Name of the Principal
97. Name of the Attorney	98. Name of the Principal
99. Name of the Attorney	100. Name of the Principal

Authorized Signatory

**SPECIFIC POWER OF ATTORNEY
TO ADMIT THE EXECUTION OF THE AGREEMENTS FOR SALE AND
OTHER DOCUMENTS ONLY AND NOT FOR SALE**

THIS POWER OF ATTORNEY IS MADE AND EXECUTED AT MUMBAI ON THIS
THE 6th DAY OF Dec 2012.

We 1. Mr. DHARMESH P. SHAH aged about 42 years, 2. Mr. HEMANT ANANT PATIL aged about 32 years, 3. Mr. C.P. KHANDEKAR aged about 53 years, 4. Mr. TUSHAR SARDA aged about 49 years, the Directors and
of Mr. PRATEEK KUMAR (herein after referred to as the said PRINCIPALS) of
the M/s DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED, a private limited
company having its principal place of business at PEARLS GLOBAL
ARENA, Tivri Village, P.O. Rajawadi, Taluka Vasal, Dist: Thane Pin-401208.
SEND GREETINGS:

WHEREAS

A. M/s. DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED is a
company of promotion, development, construction and marketing of
an integrated Township Project at Tivri Village, Near Naigaon,
Taluka Vasal, Dist. Thane. Currently the said company is
executing construction activities consisting of flat development
on non-agricultural land which is forming part of (1). Old Survey
No: 229 Hissa No: T2, corresponding to New Survey No: 44 Hissa No:

43 Hissa No: 12 (2) Old Survey No: 229 Hissa No: 13 corresponding
 New Survey No: 44 Hissa No: 13 (3) Old Survey No: 229 Hissa No:
 corresponding to New Survey No: 44 Hissa No: 15 (4). Old
 Survey No: 234, Hissa No: 4 corresponding to New Survey No: 45,
 Hissa No: 4, (5) Old Survey No: 234, Hissa No: 5 corresponding to
 New Survey No: 45, Hissa No: 5 and (6). Old Survey number 225,
 Hissa No: 8 corresponding New Survey No: 46, Hissa No: 8
 comprising about 01 H-228-97 or 12,290 Sq.mtrs or thereabouts
 of Village Tivri, Taluka Vasal, District Thane, in the Registration
 District and Sub-District of Thane - Bassari and within the
 jurisdiction of Sub-Registrar Assurances of Vasal and since
 properties are more particularly described in the SCHEDULE
 hereunder written and hereinafter referred to as the "the said
 property".

43 Hissa No: 12 (2) Old Survey No: 229 Hissa No: 13 corresponding
 New Survey No: 44 Hissa No: 13 (3) Old Survey No: 229 Hissa No:
 corresponding to New Survey No: 44 Hissa No: 15 (4). Old
 Survey No: 234, Hissa No: 4 corresponding to New Survey No: 45,
 Hissa No: 4, (5) Old Survey No: 234, Hissa No: 5 corresponding to
 New Survey No: 45, Hissa No: 5 and (6). Old Survey number 225,
 Hissa No: 8 corresponding New Survey No: 46, Hissa No: 8
 comprising about 01 H-228-97 or 12,290 Sq.mtrs or thereabouts
 of Village Tivri, Taluka Vasal, District Thane, in the Registration
 District and Sub-District of Thane - Bassari and within the
 jurisdiction of Sub-Registrar Assurances of Vasal and since
 properties are more particularly described in the SCHEDULE
 hereunder written and hereinafter referred to as the "the said
 property".

B. The said COMPANY for the said purposes and intents has by
 Board of Resolution dated 28/11/2012 have authorized Mr.
 ARMESTER P. SHARMA, Mr. HEMANT ANANT RATIL, Mr. C. P.
 SANDILWALK, Mr. NUSHA SARDAR and Mr. PRATEEK SARDAR
 (through his representative Mr. Kamlesh Joshi) the Director of the
 Company inter alia to enter, execute and to complete the
 registration formalities of various FLAT SALE AGREEMENTS with the
 PURCHASERS (collectively the purchasers) who have proposed
 and shall purchase flats/units being developed by the aforesaid
 Company on the aforesaid scheduled mentioned property. A
 copy of the said resolution has been annexed with these presents
 as a part and parcel of this instrument.

C. Based on the aforesaid Resolution by the COMPANY to the
 aforesaid Director/Representative, we have entered and
 executed various agreements for Sale with the Flat Purchaser(s)
 and shall also enter into and execute hereinafter various
 agreements for Sale, which shall have to be registered as mandated
 under the provisions of the Section 4 (1) of the Maharashtra
 Ownership of Flats (Regulation of the promotion of Construction

दस्तावेज क्र. 43/2032
9/9/2018

Sub. Management & Transfer Act 1963 and Section 5 of the
Registration Act, 1908.

पं. 22-23/2018
9/9/2018

D. Due to our hectic schedule with routine
unable to personally attend the Office of the Sub-Registrar of
Assurances, Vasai Dist. Thane and any other office having
concurrent and/or co-ordinate jurisdiction for admitting
execution of the above mentioned Agreement/s for Sale and any
other deeds and documents entered and executed by us with
the flats/units purchased for the purpose of its registration. So we
are desirous of appointing some fit and proper person/s to
personally attend the Office of the Sub-Registrar of Assurances,
Vasai Dist. Thane and any other office having concurrent and/or
co-ordinate jurisdiction on our behalf and admit execution of the
Agreement/s for Sale and such other documents, which we have
executed and which we shall execute hereinafter for the purpose
of its registration and therefore, we the above said
Directors/Representative of the Sub-Registrar hereby **NOMINATE,**
CONSTITUTE and APPOINT 1. **ASHISH MARATHE** S/o. Vishwanath
Marathe aged 39 years AND 2. **DEEPAK KHACHARE** S/o.
Dhondl Khachare aged 35 years both residing at Nalkasopara,
Vasai Taluka, Dist. Thane. (hereinafter called as the "said
ATTORNEY/S") as our lawful attorneys for the under mentioned
purposes only.

TO ALL WHOM THESE PRESENTS SHALL COME, for the above said
purposes and intents only, We do hereby **NOMINATE, CONSTITUTE**
and APPOINT 1. **Mr. ASHISH MARATHE** S/o. Shri. Vishwanath Marathe,
aged about 27 years AND 2. **Mr. DEEPAK KHACHARE** S/o. Dhondl
Khachare as our lawful attorneys for us and on our behalf us to do
singly and/or jointly any of the following acts, deeds,
matters and things regarding the said property:

ADMIT EXECUTION

a). To lodge and present one or more Agreement/s for Sale, Deed
of Correction, Deed of Rectification, Deed of Cancellation, Deed
of Confirmation and any other instruments, deeds and documents

8.12

दस्तावेज 43/13-97
8/1/97

चलाना - 3
दस्तावेज 7203/2016
395/23

executed by us with the flats/units purchaser/s and/or admin-
istration of same before the Office of the Joint Sub Registrar of
Assurances, Vasai, Dist Thane and any other office which is having
concurrent and/or co-ordinate jurisdiction for registration of the
aforesaid documents and to declare, affirm, sign and file
necessary application forms, papers, affidavits, declarations,
indemnities and undertakings under relevant Acts of the Office of
the Joint Sub Registrar of Assurances, Vasai, Dist Thane and of any
other office as aforesaid and take delivery of the said documents
after the completion of the registration process with the said
authority/ies and to apply for and obtain Index II of any such
instruments, Deeds and documents registered from the said Office
of Sub Registrar of Assurances, Vasai, Dist Thane and any other
office/s and for the purpose aforesaid to do such other acts,
deeds, matters and things that may be necessary.

b). And to appeal for and on behalf of us to the District Registrar
or any other competent authorities on refusal or rejection of the
registration of any instruments, deeds and documents from the
Sub Registrar of Assurances, Vasai and any other authority/ies and
The Registrar, Vasai, Dist Thane, 1908.

a). To pay requisite stamp duty applicable for the respective
Agreement for Sale and/or any other related instruments, deed
and documents and take receipt for the same.

b). To file any applications for adjudication, declarations and
undertakings to the Adjudication Officer, Stamp duty Collector
and/or any other authority concerned in collection of the stamp
duty and to sign Demand Notice, decisions and/or orders
such as may be required under the provisions of the Bombay Stamp Act,
1958 and/or any other Acts, Statutes as may be applicable.

TRUST

बस - ४
 बस नं. ५३/२०९२
 ५/१९९२

and/or any other authorities concerned in collection of the Stamp Duty and to pay adequate Stamp Duty and if necessary to file claims petitions against Demand Notice, decisions and/or orders such concerned under the provisions of the Bombay Stamp Act, 1958 and/or under any other Acts, Statutes which may be applicable.

बस - ५
 बस नं. २२८३/२०९६
 ११/१०/२०२२

POWER OF ATTORNEY NOT FOR SALE

This Power of Attorney is not intended to be a POWER OF ATTORNEY authorizing to sell an immovable property as contemplated by Article 48(i) of Schedule I to the Bombay Stamp Act, 1958 and it has been issued only for the purposes and intents as narrated herein above.

REVOCATION

We reserve the right to revoke this Power of Attorney at any time in future, for any reasons whatsoever as we deem fit and proper.

RATIFICATION

IN GENERAL to do further acts, deeds, matters and things which are incidental to the above said purposes and intents we hereby agree to ratify and confirm all and whatever our said Attorney/s shall lawfully do or cause to be done for and on behalf of us by virtue of these presents as we could have done if these presents had not been made.



संख्या - ३
पत्र क्र. २२०३ २०११
२९८ १९३३

पत्र क्र. ४३ १९८२
२९८

SCHEDULE TO THE PROPERTY

All that piece and parcel of non-agricultural land which is forming part of (1). Old Survey No: 229 Hissa No: 12, corresponding to New Survey No: 44 Hissa No: 12 (2) Old Survey No: 229 Hissa No: 13, corresponding to New Survey No: 44 Hissa No: 13, (3) Old Survey No: 229 Hissa No: 18, corresponding to New Survey No: 44 Hissa No: 15, (4). Old Survey No: 234, Hissa No: 4 corresponding to New Survey No: 45, Hissa No: A, (5) Old Survey No: 234, Hissa No: 5 corresponding to New Survey No: 45, Hissa No: 5 and (6). Old Survey number 235, Hissa No: 8 corresponding to New Survey No: 46, Hissa No: 8 admeasuring about 01 H-228-37 or 12,290 Sq.mts or thereabouts of Village Tivli, Taluka Vasai, District Thane in the Registration District and Sub-District of Thane - Sassen and within the jurisdiction of the Registrar Assurances of Vasai and which properties are bounded by

EAST: Survey numbers 44/14 and 57/1 -

WEST: Survey numbers 46/7, 47/9 and 10.

NORTH: Survey numbers 44/11, 45/38 and 46/7.

SOUTH: Survey numbers 44/14, 45/6 and 57/1.



TRUE COPY

दस्तावेज - ४
दस्तावेज नं. ५३/२०१२
०१/१२

IN WITNESS WHEREOF, we the PRINCIPALS hereto have hereunto set
and subscribed our respective hands on this 5th Day of
Dec 2012.

२२/३/२०१२
११/१२

SIGNED SEALED AND DELIVERED
By the within named

Mr. DHARMESH P. SHAH

Mr. HEMANT ANANT PATIL

Mr. C.P. KHANDELWAL

Mr. YUSHAR SARDA

We Accept

1. Mr. ASHISH MARATHE

2. Mr. DEEPAK KHOCHARE

Acceptance of the said attorney/s

IDENTIFIED BY

AUTHENTICATED BY



वर्ग २ - C
१२-04-2020

[illegible]

- [illegible]

RESOLVED FURTHER THAT inasmuch as Mr. Vincent Kinnel is II Mr. Vincent Kinnel is unable to represent himself personally due to earlier proceedings, Mr. Kenneth J. Smith (PAC#A1612232) and I or any one of them personally or by proxy as being determined by me, Mr. Vincent Kinnel, shall act as his authorized attorney-in-fact and shall execute and deliver the foregoing the documents specified above on behalf of Mr. Vincent Kinnel.

[illegible]

"RESOLVED FURTHER THAT in accordance with the provisions of Article III of Association Agreement, the Company shall be required to make documents as may be required from time to time in conformity with the above; in the presence of any one of the Officers of the Company who shall be sworn not to give the same to any third person."

MISUSE/FEE FURTHER INFORMATION: A copy of the privacy policy may be obtained from the Director of the Company or furnished to all such profession, officers and parties who may be required from time to time in connection with the above conditions.

Called True Copy

MILITARY-GRANT, FREDERICKS



File size: 270,000 bytes (263,000 bytes compressed)
File type: application/pdf

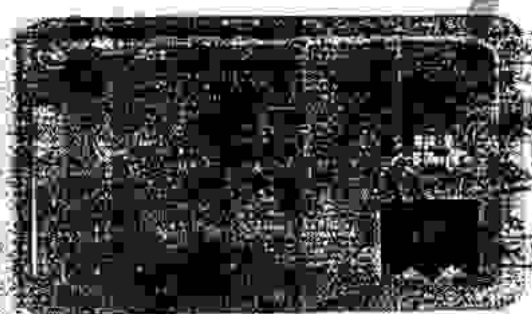
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10/3/11	12130.00

वसई - ४
 वसई नं. ५५ १२०७२
 १९५१ ७२

आयकर विभाग
 INCOME TAX DEPARTMENT
 SACRED ANTI-TRUST ACT
 DATE 19/07/1932
 10/10/1932
 ALDPR41947

भारत सरकार
 GOVT OF INDIA

वसई - ३
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गुरुवार, 06 दिसंबर 2012 7:04
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५२२५ गोपबन्धन आश्रमः ।

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बाजार: मुम्बई रु ००५-

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डि. नि. सह. ५ नि. अरुंधती जति काशीकरान

Sl. No. 53 दि. 06-12-2012

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पृष्ठ 53

‘सकल’-विनाश

06/12/2012

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सहस्रसंख्या विधिवत्पुनः-२

बसने ८:४५

दशमः पक्षः सुप्रसन्नः

मूत्राणि शुक्लाः ३ ज्वरा सा घनिकलाभाः पेश्यात् आगताः ज्वरतुल्यं त्वामासि क्लेशातीही त्वाम्बु मासनासि
दिकण्यायां घनिकलाभं भिन्नं अस्ति तेवम्

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Journal of Management Education 32(1)

मिडल वेल्ड.

गरीम दायित्वगत कर्म देणार लाभकारी कृषकसंस्थानेक वा दशराह वसंत महिन्यांमे मजुरां वागवत
शिकता क.प्र. ३३ वे.३०० / १२ / २०१२ ०७ : ०६ : ३६ PM

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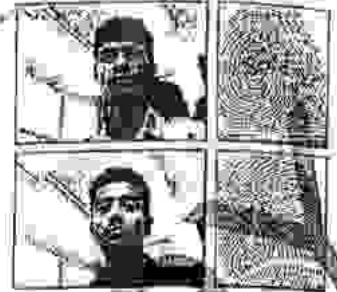
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रायपुर
मुक्तानिवाह
पिन- 492 012

- बल - 5
 इलाफ: 2203/2095
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2. साक्षरता निदेश पत्राचार - ३
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સુવર્ણકાંડ ચરિત્ર ૫૪૩

५. **संविधान** - १९५०



Series VII (2)

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THE PAN CARD IS PERMANENT ACCOUNT NUMBER
ACDPN5004R

MR. JAGAT
AGOSTINO ANTHONY NORONHA

THE PAN CARD HOLDER'S NAME
ANTHONY ANTHONY NORONHA

DATE OF BIRTH (DD/MM/YY)
08-12-1932

Signature

Signature

वर्ग - 2
सं. 22C3/18011
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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

EMILIA NORONHA
EMILIO NORONHA
17/08/1971
100111-001 (100111-001)
AETPN1843E



E. Noronha



आयकर विभाग
INCOME TAX DEPARTMENT
DR. ALEXANDRE BERNARDOS
JOSEPH JOSEPH BERNARDOS
18/07/1970
100111-001 (100111-001)
AETPN1843E

Signature

आयकर विभाग
INCOME TAX DEPARTMENT
RANDESH VISHNU SALUNKHE
VISHNU RANDESH SALUNKHE

भारत सरकार
GOVT. OF INDIA

Signature

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other persons claiming through the said Flat Purchaser/s or society or limited company as the case may be shall not have any right to raise any objection in this regard.

38. It is expressly agreed and confirmed by the Flat Purchaser/s hereto that all the proposed society or limited company is formed and the said property is transferred in the said society or limited company or federation of societies, the Flat Purchaser/s shall have no right in the said larger property. Flat Purchaser/s has concern only with the said flat and nothing more than that.

39. The PROMOTERS will always have the exclusive ownership of the club house including swimming pool if any and the land beneath and appurtenant land which does not form a part of the schedule mentioned property and they shall have a discretionary right to admit any person/s including persons who do not residing in the township as members to the said club by charging membership fee or other charges including deposits and upon such terms and conditions as the Promoters may deem fit. Usage charges will be levied by the PROMOTERS according to the prevailing conditions during the operation of the said club house at the sole discretion of the PROMOTERS.

40. The PROMOTERS have planned to carryout and complete the entire township in a phased manner according to the market demand.

41. The PROMOTERS and its Architects, Structural Engineers, Project engineers, surveyors, employees, contractors, employees of the contractors and any other authorized or licensed person/s shall have a right to enter and/ or occupy any area including common areas to carry out the developmental work till the completion of the entire project contemplated herein.

42. The Flat Purchaser/s or any other person/s claiming through the Flat Purchaser/s and/or members of the society or limited company or the Federation of societies shall have no right to object to or obstruct or stop the vertical development of the said building and the movement of the men and materials to be carried over in the said project land or buildings, lobbies, staircases, common passages and on the way leading to terrace

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space at any time even after the handing over the possession of the said flat and even after the formation of the society or limited company or as the case may be.

43. The Flat Purchaser/s shall have no claim save and except in respect of the said flat for which he has entered into an Agreement for Sale. This condition is essential part of this agreement. All the common area, staircase, lobby etc. will remain the property of the PROMOTERS till the final conveyance executed by the PROMOTERS in the name of the proposed Society or limited company as the case may be subject to the right of promoters whatever nature as stated in the above clause.

44. Subject to what is stated herein, possession of the said flat shall be delivered to the Flat Purchaser/s after the said building is ready for use and occupation and the Flat Purchaser/s has complied with and/or having observed and performed all the terms and conditions of this agreement and the Flat Purchaser/s have paid all the payments due to be paid by him/her/their/it to the PROMOTERS from time to time without committing any default in payment thereof and on execution of conveyance.

45. The PROMOTERS planned to give the possession of the said flat to the Flat Purchaser/s on or before 36 months from the date of this agreement and Flat Purchaser/s hereby agreed and given his/her/their irrevocable consent to a grace period of six more months over the above said period. If the PROMOTERS are unable to deliver possession of the said flat to the Flat Purchaser/s on account of reasons beyond the control of the Promoters and of its agents as per the provisions of section 5 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 5 of the said act then, the Flat Purchaser/s shall have an option to exercise his/her/their/its right of the monies paid to the Promoters till then and the PROMOTERS shall be liable to refund to the Flat Purchaser/s the amounts already received by the PROMOTERS in respect of the said flat with simple interest at nine per cent per annum from the date the PROMOTERS having received the sum till the date of the refund of the amounts and interest thereon to be paid, provided that by mutual consent it is agreed that the dispute, whether stipulations specified in section 5 have been satisfied or not, will be referred to