

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

No. CHE/ 9923 /BPAWS/ AP / ~~XXX~~ F- 6 JAN 2010

**COMMENCEMENT CERTIFICATE**

To, M/s. Amr Parks & Amusement Pvt. Ltd. Owner  
उपप्रमुख अभियंता इमारत (प्रस्ताव) प.  
महापालिका इमारत, सी. विंग,  
सर्व्हो कॉम्प्लेक्स, १० फुट डी.पी. रोड,  
सेंट वॉरेन्ट गार्डेनजवळ, कांदिवली (पूर्व).  
मुंबई-४०० १०१.

Sir,

With reference to your application No. 102 dated 11.12.09 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed building (Bldg. No. 132 & I-27) on plot bearing C.T.S.No. 1627/A, S.No. 169 (Pt.)

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

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

1. The land vacated in consequence of the endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

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

This C.C. is restricted for work up to top of stilt slab level.

OFFICE-38571

**mistri associates** For and on behalf of Local Authority

ARCHITECT S.V. MISHRA, 2/1 TA

Brihanmumbai Mahanagar Palika

8) This C.C. is now valid & further extended  
for works of Ground + Upper Floors of wing A  
and still + 2 upper floors of wing B as per  
approved plan Dtd. 19-12-2009.

*[Signature]* 11/11/10  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) P.WARD

11 OCT 2010

OFFICE-3885

*[Signature]*

**mistri associates**

ARCHITECTS, INTERIOR DESIGNER, ENGINEERS,  
B.V. MISTRI, 27B T-44  
PATIL ESTATE, OPP. BHICHI HOSPITAL,  
BOMBAY-400 007.

THIS TO D /C.C. IS ISSUED SUBJECT  
TO THE PROVISIONS OF URBAN LAND  
CEILING AND REGULATIONS ACT 1970

TRUE COPY

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

VINAYAK LOMATE  
(ARCHITECT)  
CA / 91 / 14356

CNE/9923/DP(15)/AP  
No. E.B./CE/ BS/A

of 200 - 200

19 DEC 2009

MEMORANDUM

Municipal Office,  
Mumbai .....200

Owner. M/s. Amir Parks & Amusement Pvt. Ltd.

With reference to your Notice, letter No. 5359 dated 11/12/09 200 and delivered on  
..... 200 and the plans, Sections Specifications and Description and further particulars and  
details of your buildings at Proposed bldg. (Bldg. no. 132 & 1127) on plot bearing  
CIS no. 1627/A.S. No. 169(pt), village Marol Maroshi, Goregaon (East), Mumbai.  
to me under your letter, dated ..... 200 I have to inform you that I cannot approval of the building  
or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of  
the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING  
THE WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27).
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.

That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the tree on the public street

That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of ..... 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,  
Zone, P Wards.

19 DEC 2009

### SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :--

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

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of building.

"(c) Not less than 92 ft. ( ) meters above Town Hall Datum."

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

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 111(a) of the Bombay Municipal Corporation Act.

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

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

That the provision from Reliance Energy Ltd (M.S. 100) shall not be made.

That the P.C.C. Charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall not be made as and when required by Insecticide officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.

- 18 That the Janata Insurance Policy shall not be submitted before C.C.
- 19 That the true copy of the sanctioned layout/subdivision/amalgamation approved under No. CR/1005 LOP, dated 27.07.2007 along with the Terms and Conditions thereof will not be submitted before requesting for C.C. and compliances thereof will not be done before submission of O.C.C.
- 20 That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 1 That the regd. U/T shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
- 2 That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
- 3 That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 4 That the N.O.C. from A.E (Environment) for debris shall be submitted before C.C.
- 5 That the N.O.C. from Additional Collector for royalty of excavated earth will not be submitted.
- 6 That the PAN Card with the photo of the applicant as per prescribed proforma shall not be submitted.

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That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.

5 That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.

6 That the sanitary arrangement for workers shall not be carried as per Mund Specifications and drainage layout will not be submitted before C.C.

7 That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C. /starting the work.

8 That the requirements of N.O.C. of E.E. (S.W.D.)/E.E. (T&C)/E.E. (R.C.)/E.E. (SEW) will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.

9 That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.

10 That the N.O.C. from A.A. & C. (P/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.

11 That the N.O.C. from H.E. shall not be submitted before requesting for C.C.

12 That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.

13 That the regd u/t from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.

14 That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.

15 That the C.T.S Plan and P.R Card area written in words through S.L.R shall not be submitted before C.C.

That the bore well shall not be constructed in consultation with H.E before requesting for C.C

#### H- CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

- 1 That the plinth/stilt height shall not be got checked by this office staff
- 2 That the water connection for construction purposes will not be taken before C.C
- 3 That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C

#### C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- 1 That the dust bin will not be provided as per C.E's Circular No CE/9297/II of 26.6.1978.
- 2 That 3.05 mt wide paved pathway upto staircase will not be provided.
- 3 That the surrounding open spaces, parking spaces and terrace will not be kept open.
- 4 That the name plate/board showing Plot No., Name of the Bldg. etc will not be displayed at a prominent place before O.C.C./B.C.C
- 5 That carriage entrance shall not be provided before starting the work.
- 6 That B.C.C will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
- 7 That the non-agricultural permission/revised N.A. shall not be submitted before occupation.
- 8 That terraces, sanitary blocks, naharis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
- 9 That final NOC from H.E (Deptt)/ E.E. (S.W.D) / E.E. (R.C.) / E.E (T & C) shall not be submitted before occupation

12 That final N.O.C from A.A. & C.P. South shall not be submitted before occupation.

That Structural Engineers laminated final Stability Certificate along with upto date licence copy and R.C.C. design canvas plan shall not be submitted.

12 That the debris shall not be removed before submitting B.C.C.

13 That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec 353A of M.M.C. Act for work completed on site.

14 That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.

That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.

16 That some of the drains shall not be laid internally with C.I. Pipes.

17 That the Vermiculture bins for disposal of Wet Waste as per the design and specifications of organisations/individuals specialised in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M., shall not be provided to the satisfaction of Municipal Commissioner.

#### D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1 That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

N.O.C IS ISSUED SUBJECT  
DIVISIONS OF URBAN LAND  
& REGULATIONS ACT 1976

19 DEC 2009

fg

19/11/09  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) P.WARD

111-7

**OFFICE OF THE  
COLLECTOR, MUMBAI SUBURBAN DISTRICT**

10th floor Administrative Building, Government Colony, Bandra(E.), Mumbai-400 051

No.C/Desk-III-C/LND/NAP/SRB 9012

Date :- 23 /09 /2010

**Read :-**

- 1) Application dt. 27/1/2010 from Shri Muhamed Nensey (M.D.) M/s. Amir Parks & Amusements Pvt.Ltd..
- 2) I.O.D. No. CHE/9923/BPWS/AP dt. 19/12/2009 & plan approved by Ex. Engineer, Building Proposals, (W.S.)
- 3) Order No.C/ULC/D.III/Sec-20/NDZ/Misc dt 18/1/1995 issued by Addl.Collector & C.A. (ULC) Greater Mumbai.
- 4) Indemnity Bond dt 3/7/2010

**ORDER :-**

Land bearing CTS No.1627 A S.No.169pt of Village-Maroshi Taluka Borivali at Mumbai Suburban District, belongs to the following owners

**M/s.Amir Parks & Amusement Pvt.Ltd.**

Shri Muhamed Nensey, M.D. has applied for grant of Non-Agricultural Permission in respect of the above lands for Residential Cum Commercial purposes.

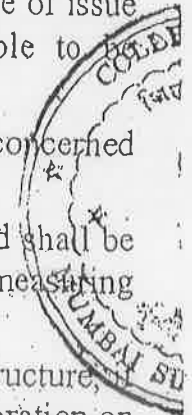
The buildings plans have been approved by the Greater Mumbai Municipal Corporation vide their I.O.D. No. CHE/9923/BPWS/AP dt. 19/12/2009

The above lands are presently held for Non agricultural purpose.

In exercise of the powers delegated under Section 44(i) of the M.L.R.Code. 1966, I the Collector, M.S.D. do hereby regularized N.A.Use/ grant the Non-Agricultural Permission to **M/s. Amir Park & Amusement Pvt. Ltd.** to use the land specified in the schedule appended hereto, as per the plans approved by the Greater Mumbai Municipal Corporation subject to the following conditions :-

1. that the grant of Permission shall be subject to the provisions of the Code & Rules made there under.
2. that the grantee shall use the land together with the building or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building thereon for any other purpose without obtaining the previous written permission to that effect from this office.
3. the grantee shall construct the building according to the plans approved by the Greater Mumbai Municipal Corporation.

4. that the grantee shall not sub-divide the plot or subplot, if any, approved in this order, without getting the sub-division previously approved by the collector, Mumbai Suburban District
5. that the grantee shall pay the N.A. assessment in respect of the above land as Rs.430/- per 100 / sq mtrs. p.a. for Residential purpose and @ Rs.1290/ per 100 sq.mtrs. per annum for Commercial purpose. The N.A. assessment for the year 2009-2010 comes to Rs. 6,752/.
6. that the present N.A. rates mentioned in condition No.5 above is guaranteed unto 31<sup>st</sup> July 2011 and will be revised thereafter for further guarantee period.
7. As mentioned in condition No.6 above the grantee shall be liable to pay the amount of difference due to revision and fixation of rates of N.A. assessment.
8. that the grantee shall pay the conversion tax as per the schedule, which is equal to five times of N.A. assessment within 30 days from the date of issue of this order, failing which the N.A. permission shall be liable to be cancelled.
9. that the grantee shall pay the measurement fees, to the concerned C.T.S. Officer, immediately.
10. that the area and it's assessment mentioned in this order and sanad shall be liable to be altered in accordance with the actual area found, on measuring the land by the concerned C.T.S. Officer.
11. that the grantee shall construct substantial building and/or other structure, any, as per the approved plan of Greater Mumbai Municipal Corporation on the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by this office in discretion on payment by the grantee such fine/premium as may be imposed as per the Government orders in force from time to time.
12. that the grantee shall be bound to execute a sanad in form as provided in Schedule VI appended to Maharashtra Land Revenue (Conversion of use of land & N.A. Assessment) Rules, 1969 embodying therein all conditions of this order, when called upon to do so.
13. that if the grantee contravene any of the foregoing conditions mentioned in this order and those to be incorporated in the sanad, the Collector may, without prejudice to any other penalty to which he may be liable under the provisions of the Code, continue the said land/plot in the occupation of the grantee on payment of such fine and assessment as the Collector may direct.
14. that notwithstanding anything contained in condition 13 above, it shall be lawful for the Collector, Mumbai Suburban District, to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by him and no such removal or alteration not being carried out within the specified



time, he may cause the same to be carried out and recover the cost of carrying out the same from the grantee, as an arrears of land Revenue.

15. that the grant of this permission is subject to the provisions of any other laws and Rules for the time being in force and that may be applicable to the relevant other facts of the case i.e. the Urban Land (Ceiling and Regulation) Act-1976, Coastal Regulation Zone Development Control Rules, 1991, etc.

16. that the grantee shall plant 7 trees, before the completion of the building on this land and he shall take adequate care of their proper and healthy growth.

17. that the set back & proposed D.P. Road area and it's N.A. Assessment, if any, will be reduced after handing over the same to the Greater Mumbai Municipal Corporation and also on receiving an intimation from Corporation to that effect.

18. that the grantee shall obtain the prior permission, for excavation & shall pay royalty to the Government as per Rules.

19. This permission is granted at the risk of applicant/Power of Attorney Holder/Occupant regarding Title of the land.

20. This permission is granted presuming that the papers submitted by the applicant are genuine and for any dispute arising out of document submitted the applicant/Power of Attorney Holder will be held responsible.

21. This order of N.A.A. is only for fiscal purposes of realisation of N.A. assessment as land has been put to Non-Agricultural use.

22. This order is issued subject to protection of rights, dispute or Court matter pending if any.



### SCHEDULE

Name of the Holder :M/s. Amir Parks & Amusement Pvt.Ltd.

Village : Maroshi Taluka : Borivali District : M.S.D.

CTS No. 1627 Apt S.No.169pt.

- i) Area in Sq.Mtrs 445.00 purpose Commercial.
- ii) Area in Sq. Mtrs. 235.00 purpose Residential.
- iii) Amount of annual <sup>7011 680</sup> N.A. Assessment Rs. 6,752/-
- iv) Period from Revenue Year 2009-2010
- v) Conversion tax of Rs 33,760/- to be paid.

2/- the grantee shall pay the Conversion tax amount of Rs.33,760/- in the office of the Tahasildar Borivali immediately.

3/- the grantee shall pay the N.A. Assessment and fine (if any) amounting to Rs.6,752/- In the office of the Greater Mumbai Municipal Corporation.

Sd/-  
Collector,  
Mumbai Suburban District.

To,  
Shri Muhammed Nansey  
M/s.Amir Parks & Amusement Pvt.Ltd  
Bungalow No.1 Plot No.25, Aarey Milk Colony  
Goregaon (E) Mumbai 400065

1. Copy with a copy of approved plan, forwarded for information and necessary action to the Tahasildar, Borivali (in duplicate.)

2/- He is direct to take necessary an entry in Taluka Form II and to recover the Conversion tax immediately.

2. Copy with a copy of approved plan forwarded to the Assistant Collector & Assessor Western Suburban for information and necessary action.

2/- He should include the N.A. Assessment in property Tsx bill and recover the N.A. Assessment and fine regularly and deposit the same as per Govt. Resolution, R & F Department No. NAP-1006/CR-270/L-5 dt. 5/2/2009.

3. Copy to the Municipal Commissioner, Greater Mumbai.

4. Copy to the A.D.D.C. M.S.D. for information & necessary action.


5. Copy with a copy of approved plan forwarded to the C.T.S.Officer, Vileparle.

2/- He should recover the measurement fees from the applicanct & carry out the actual measurement and report any difference of area in the actual holding as compared to the area for which N.A. Assessment is levied, so that suitable corrigendum can be issued. He may also make entry in P.R.Card of all the holders, as shown in the schedule above, if it is not so done earlier.

6. Account Officer, (I.A.W.) M.S.D. for information & necessary action.

7. Master File.

Off signed by Collector M.S.D.

  
For Collector,  
Mumbai Suburban District.



## NOTES

1. The work should not be started unless objections are complied with.

2. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.

3. Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.

Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.

Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.

The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.

The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.

The work should not be started unless the manner in obviating all the objection is approved by this department.

No work should be started unless the structural design is approved.

The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.

The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.

All the terms and conditions of the approved layout/sub-division under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.

No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.

Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.

The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.

Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.

The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.

The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (11) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- (i) Specific plans in respect of eviciting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or Arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 234-1 (a).
- (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

# गा. न. नं. ७, ७ - अव १२

नं. १६६ हिस्सा नं. ५

कम जेदा २०३ ४५७ ६९२

गांव - मोरोशी  
तालुका - बेरिगल

क्षेत्र लायकी लायक	ए.	ग.
पेट खण्डा	२३६	२९
लायकी	२३६	२९
आकार .....	२००६	९२
बुद्धी मयवा ...		
जव आकार ...		
पाणी .....		

मे. अमीर पार्कस ऑड  
अम्बुसमेंट पानलि.  
(९२) (६)

इतर हक्क -  
(९) (५) (६)

वर्ष	लागवड करणाराचे नाव	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा
१९८०	अम्बुसमेंट पानलि.					

असल मरहूम खरी नक्कल असे तयार ता. १८/१/२००८

२१/१/२००८  
१८/१/२००८

तलाठी सहा-गोरेगाम  
तहसिल-मोरोवली

तलाठी.



परीळ

महाराष्ट्र न.पू.अ. का. -- न.पू.अ.विलेपार्ले

जिल्हा -- मुंबई उपनगर जिल्हा

पत्रांक

पत्रांक

क्षेत्र

भारणीधिकार

शासनाला दिलेल्या आकारणीचा किंमत भार  
तपशील अणि त्याच्या फेर तपशीलांविषयीचे

[[११०६६५२.२]]

Agra

[[९.१७,३५५.००]]

[[९०८५४२.३]]

- ६०,७८१.६ गोजे - साई

----- गांवामध्ये वर्ग

८,४७,७६०.७ झाल्यामुळे

[[९,२४,७३९.५]]

- ४६६८६० पोटविभाजनामुळे

----- न.पू.क्र.

१६२७५ कडे वर्ग

८,०९,०७४.७

विभाजित

व्यवहार

खंड क्रमांक

नविन धारक (भा)

पट्टेदार (प) किंवा भार (भा)

साक्षात्कृत

मा. जिल्हाधिकारी, मु. उपनगर जिल्हा यांचेकडील आदेश क्र. सी/काया-  
२क/सिटीएस/वशी/८८७/९३ दि. १५-४-९५ अन्वये नि.प.वर दाखल असलेले  
११,०६,६५२.२ चौ.मि. क्षेत्र रह करून ते ११,७३,५५.०० चौ.मि. असं दाखल  
केले.

सही -  
१९९५-०५-०५  
नि. नि. भू. अ.  
तथा न.पू.अ. ९९

मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश पत्र क्र. सी  
काया-२क/सिटीएस/वशी ८८७/९३ दिनांक १८-११-९५ अन्वये नगरभूमापन  
भरोळ न.पू.क्र. १६२७ या भिळकतीचे क्षेत्र पूर्वी दाखल केलेले  
९,१७,३५५.०० चौ.मि. एवजी आता ९,०८,५४२.३ असे दाखल केले व दि. ५-५-९५  
चौ नोंद रह केली त्याच बरोबर न.पू.क्र. १६२७ पैक अर्जदार यांचे  
प्रत्यक्ष ताब्यात आसणारे क्षेत्र ८,१३,७७९.०० चौ.मि. असून १,०३,५७६.००  
चौ.मि. क्षेत्र हे वादातील आहे परंतु सदरचे वादातील क्षेत्र चूकीचे  
असून त्याबाबत मा. जिल्हाधिकारी यांचेकडील शुध्दीपत्र क्र. सी/काया-  
२क/सिटीएस/वशी. ८८७/९५ दि. २२-११-९५ अन्वये सदरचे वादातील क्षेत्र  
१०,३५,७६.०० चौ.मि. एवजी ९,४७,६३.३ चौ.मि. क्षेत्र आहे त्याबाबत सदरचे  
क्षेत्र महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १३६, १३८ अंतर्गत  
चांक्शीचे काम चालू आहे.

सही -  
१९९५-११-२२  
न.पू.अ.  
क्र. १५५६ Cm

पत्रांक/प्रमाण	मरोळ	नाम/न.पु.पा.का. - न.भू.अ.विलेपार	जिल्हा - मुंबई उपनगर जिल्हा
न.भू.अ.पत्र	शिट नंबर	प्लॉट नंबर	क्षेत्र
न.भू.अ.पत्र	शिट नंबर	प्लॉट नंबर	क्षेत्र
न.भू.अ.पत्र	शिट नंबर	प्लॉट नंबर	क्षेत्र

२६२७/३	१६२७		
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निका	व्यवहार	खंड क्रमांक	निका धारक (पा)	साक्षात्करण
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२९/०८/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील अपील/म.ज.म.अ.१९६६ चे कलम १३६,व १३८ अन्वये आदेश क्र.सी./कार्या-२क/सी.टी.एस./ वशि ८८७/९३ दि.२१-८-९७ प्रमाणे मरोळ (मरोशी) ता.अंधेरी येथील न.भू.क्र.१६२७ या मळाला पत्रिकेवर दाखल असलेल्या ९०८५४२.३ चौ.मि. क्षेत्रातून ६०७८१.६ चौ.मि.क्षेत्र साई गांवचे न.भू.क्र.१ मध्ये असलेले न.भू.क्र.मरोळ न.भू.क्र.१६२७ मधून तेवढे क्षेत्र कमी करू ८४७७६०.७ चौ.मि.क्षेत्र कायम केले व मि.प.वर दाखल असलेली दिनांक २२-११-९५ ची नोंद रद्द केली. S.I.			सही - १९९७-०८-२९ न.भू.अ. क.१मुंबई Cm
२९/११/१९९७	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश क्र.सी./ कार्या-३क/कलम-१३५/एस.आर.२१/९९ दिनांक २९-११-९९ नुसार मोंगे-मरोळ (मरोशी) न.भू.क्र.१६२७ यावर असलेले दाखल क्षेत्र ८४७७६०.७ चौ.मि. एवजी ९२४७३९.५ चौ.मि.(२२८ एकर -२० गुंडे) दाखल केले व न.भू.क्र. १६२७ ची हद्द दुरुस्त केली.			फे.२फार क्र. १ प्रमाणे सही - १९९९-११-२९ न.भू.अ. जिल्हापाल
२५/०५/२०००	मा.अपर आयुक्त कोकण विभाग मुंबई यांचेकडील अपील डेस्क एल.एन.डी.६६/२००० दि.९-५-२००० नुसार व मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील पत्र क्र.सी.कार्या-२क/ कलम १३५/एस.आर.२१/९९ दि.१९-५-२००० अन्वये मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील दि.२९-११-९९ चे आदेशास मा.अपर आयुक्त कोकण विभाग मुंबई यांचेकडील अपीलाच्या अंतीम निर्णयापर्यंत स्थगिती दिल्याची नोंद घेतली.			सही - २०००-०५-२५ न.भू.अ. जिल्हापाल
२८/०३/२०००	मा.अपर आयुक्त कोकण विभाग मुंबई यांचेकडील क अपील डेस्क एल.एन.डी.६६/२००० दि.२०-५-२००० अन्वये मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे दि.२९-११-९९ चे आदेशास दि.९-५-२००० अन्वये अपीलाच्या अंतीम आदेशापर्यंत दिलेली स्थगिती उच्चविण्यात येत असून यापुढे अपीलाच्या अंतीम आदेशापर्यंत जशी आहे तशी स्थिती ठेवण्यात यावी असे आदेश झालेची नोंद घेतली.	-२००० BQ m		सही - २०००-०९-२८ न.भू.अ. जिल्हापाल
२१/०५/२०००	मा.अपर आयुक्त कोकण विभाग मुंबई यांचेकडील क अपील डेस्क एल.एन.डी.६६/२००० दि.४-९-२००० अन्वये मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे दि.२९-११-९९ चे आदेश रद्द केले जावतची नोंद घेतली.	rd		सही - २०००-०९-२९ न.भू.अ. जिल्हापाल
२१/०५/२०००	मा.अपर सचीव महसूल व वनविभाग मंत्रालय मुंबई यांचेकडील कडील आदेश क्र.भूमापन २६००/१७३०/प्र.क्र.२५९/ल-१ दि.७-९-२००० अन्वये मा.अपर आयुक्त कोकण विभाग यांचे दि.४-९-२००० चे निर्णयास स्थगिती देण्यात आली आहे त्या बाबतची नोंद घेतली.			सही - २०००-०९-२९ न.भू.अ. जिल्हापाल

मरौळ

न.भू.अ.विलेपार्ले

मुंबई उपनगर जिल्हा

मह. नंबर

प्लॉट नंबर

क्षेत्र

धारणाधिकार

शासनात्मक मालकीचा अधिकार

चौ मी

मालकीचा अधिकार

१६३७

क्रमांक

व्यवहार

खंड क्रमांक

महिन घातक (11)

सामग्री

पट्टेदार (प) किंवा शर (पा)

प. रफार क्र. ३४१  
मो. ३००८/२००३  
रफार XXX न.भू.अ.विलेपार्ले

मा.अपर सचिव (महसुल व वन विभाग) मंत्रालय मुंबई  
यांचेकडील पत्र क्र.भुमापन २६००/१७३०/प्र.क्र./२५९/ल-४/  
दि.३१जुलै २००३ अन्वये मा.मंत्री महसुल यांचेकडील अपील  
निर्णय क्र.भुमापन २६००/१७३० प.क्र.२५९/ल-१/दि.३१जुलै०३  
अन्वये मा.जिल्हाधिकारी मुंबई उपनगर यांचेकडील दि.२१/११/९९  
चे आदेश रद्द करून अपर आयुक्त कोकण, विभाग मुंबई यांचे  
कडील दि.४/९/२००० चे आदेश कायम केल्यामुळे त्या प्रमाणे  
मिळकत पत्रिकेवरील क्षेत्र कायम केले त्याबाबतची नोंद घेतली.

मा.जिल्हाधिकारी, मु.उ.मु.जिल्हा यांचे आदेश मंजूर अभिन्यास क्र.सी/कार्या-७अ/एकत्रि/पोवि/एस आर-४०९५ दिनांक  
१५/०५/२००७ य इकेडील पो.वि. नो.२.नं.१७०/२००७ दि.१८/०५/०७ व न.भू.अ.विलेपार्ले यांचे आदेश  
क्र.न.भू.अ.विलेपार्ले 'न.भू.मरौळ मरौशी' पो.वि.न.भू.क्र.१६२७/२००७ दिनांक १८/०७/२००७ अन्वये न.भू.क्र.१६२७ चे  
क्षेत्र ८.४७.७६०.७ चौ.मी. मधुन पोटविभाजनाकडे वार्ग होणारे क्षेत्र ४६६८६.० चौ.मी. वजा करून शिल्लक क्षेत्र  
८.०१.०७४.७ चौ.मी. कायम केले व न.भू.क्र.१६२७ ला १६२७ असा शेज दिला व पोटविभाजनाची १६२७व अशी स्वतंत्र  
मिळकत पत्रिका उघडली.

प. रफार क्र. ३४१  
मो. ३००८/२००७  
न.भू.अ.विलेपार्ले

न.भू.अ.विलेपार्ले

खरी नक्का

न.भू.अ.विलेपार्ले

मुंबई उपनगर जिल्हा

२२३७

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१६३७

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सत्य-प्रतिलिपी

नया भूमापन अधिकारी, विलेपार्ले



(23)

BDR-5  
013/19/2010

mr:-325,00,000/-  
Area: 682 m<sup>2</sup> (652)

Certificate u/s. 41 of the Bombay

Stamp Act, 1958.

No. 802/W.P. 13.8/10.

Office of the Collector of Stamps

Dated 08/02/2010

Received from Apex Encon Projects Pvt Ltd.  
residence of 1625000/-  
Insufficient for 4218740  
vide sanction No. 08102/10  
chargeable under 2540  
of schedule 1, 1958  
Collector of Stamps  
Bombay  
Stamp Act, 1958  
Rs. 1625000/-  
and 65000/-  
in 2540. of 1958. I have  
been satisfied that the

Transaction is in conformity with the provisions  
of Section 41 of the Bombay Stamp  
Act, 1958.  
Place Mumbai  
Date 08/02/2010

Collector of Stamps  
Enforcement-II

IMPOUNDED  
Under Section 33  
ESA. 1958.  
Collector of Stamps  
Enforcement-I



Signature

THIS INDENTURE OF LEASE made at Mumbai this 16<sup>th</sup> day of December in the  
Christian Year Two Thousand and Nine BY AND BETWEEN

ROYAL PALMS (INDIA) PVT. LTD. (formerly known as AMIR PARKS &  
AMUSEMENT PVT. LTD) a Company incorporated under the provisions of the  
Companies Act, 1956 and having its Registered office at Survey No.169, CTS No.  
1627, Aarey Milk Colony, Goregaon (E) 400065, hereinafter referred to as "the  
Lessors" (which expression shall unless it be repugnant to the context or meaning thereof be  
deemed to mean and include its successor or successors and assigns) of the One Part.

AND

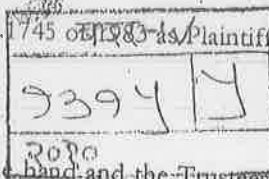
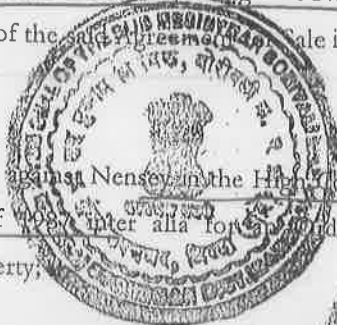
APEX ENCON PROJECTS PVT. LTD. having its office at Door No. 1-54-  
11, Plot No.HIG-51,-51,Sec.-1, MVP Colony, Vishakhapatnam, hereinafter referred to as "the  
Lessee/s" (which expression shall unless it be repugnant to the context or meaning thereof,  
be deemed to mean and include their respective heirs, executors, administrators or its  
successor or successors and assigns) of the Other Part.

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WHEREAS:

- (a) Prior to June 1990, the Trustees of A.H. Wadia Charity Trust, (hereinafter referred to as "the said Trust") were absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of agricultural land or ground situate, lying and being at Village Marol Maroshi, Taluka Borivali in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No. 169 (part), City Survey No.1627 (part) and admeasuring about 240 Acres equivalent to 975272.50 sq. mtrs. or thereabouts and more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said larger property";
- (b) One Amir Ahmed Nensey (hereinafter referred to as "Nensey") offered to purchase the said larger property from the said Trust and the Trustees of the said Trust by their letter dated 5th November, 1981 accepted the said offer for the purchase of the said larger property by Nensey;
- (c) The Trustees of the said Trust by their letter dated 8th November, 1981 addressed to Nensey recorded that the Trustees have handed over to him possession of the said larger property for the purpose of protecting the same from encroachment and/or otherwise;
- (d) The Charity Commissioner, Maharashtra State, Bombay by his Order dated 11th January, 1982 bearing No. J/4/50-8/5201 sanctioned the sale of the said larger property under Section 36 of the Bombay Public Trusts Act, 1950;
- (e) Thereafter disputes and differences arose between Nensey and the trustees of the said Trust consequent to which Nensey filed a Suit against the Trustees of the said Trust in the High Court of Judicature at Bombay being Suit No.1745 of 1983 inter alia for the specific performance of the said agreement of sale in respect of the said larger property;
- (f) The Trustees, in turn, filed a Suit against Nensey in the High Court of Judicature at Bombay being Suit No.1657 of 1983 inter alia for an Order and Decree for possession of the said larger property;
- (g) The Lessors herein were joined as party to the said Suit No. 1745 of 1983 as Plaintiff No.2;
- (h) The disputes between Amir Nensey and the Lessors on one hand and the Trustees of the said Trust on the other hand were duly settled. The parties to the said Suit



thereafter filed common Consent Terms dated 14th June 1990 in the said Suit No.1745 of 1983 and in the said Suit No.1657 of 1987 and decree was passed in terms thereof on 14th June 1990, which inter alia provided that the said Decree is to operate as a Conveyance of the said larger property in favour of the Lessors upon the Lessors making payment of the consideration mentioned therein to the said Trust in the manner and on or before the dates stated in the said Consent Terms;

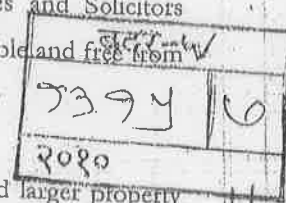
- (i) The Appropriate Authority appointed under Chapter XX-C of the Income Tax Act by its Order dated 14th August 1990 granted permission and No Objection under Section 269-UL (3) for the sale of the said larger property to the Lessors;
- (j) Thereafter by way of Consent Order passed by the Hon'ble High Court of Bombay on 5th March, 1993 time for making payment of balance consideration was extended and all the defaults on the part of the Lessors herein in complying with, observing and performing the provisions of the said Consent Decree dated 14th June 1990 were condoned and accordingly the Lessors have made payment of the entire consideration to the Trustees of the said Trust on or before 7th April 1993 and thus on the said payment being made the Lessors became the absolute owner of the said larger property in terms of the said Consent Decree dated 14th June 1990 read with the said Consent Order dated 5th March 1993;

The said Consent Decree dated 14th June 1990 which is to operate as a Conveyance of the said larger property in favour of the said Lessors was registered on 10th July 1995 under Serial No. 403/95 in the Office of the Sub- Registrar of Assurances at Bombay;

- l) In the premises aforesaid, the Lessors are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said larger property as Owners thereof;
- m) The said larger property falls under "No Development Zone" under the Sanctioned Development Plan for Greater Bombay and consequently (a) Construction of structures on the said larger property or any part thereof is regulated as provided under Regulation 60 of the Development Control Regulation, 1991 and (b) no Sub-division of the said larger land is permissible and the said larger property is to vest in one owner as stipulated in the Government of Maharashtra guidelines for development under such zones by their letter Nos.DCR/2218/UE/10th dated 10th October 1994.
- (n) Under the writing dated 3rd March 1997 bearing No.LEN 2694/No.1522/J3 issued by the Revenue & Forest Department the Lessors have been sanctioned right of way

to the said larger property over 11088.4sq.mtrs of land belonging to the Aarey Milk Colony. Subsequently, under a Writing dated 8th July, 1998 bearing No. 3D/KV-318/98 issued by the Collector, Mumbai, the Lessors have been sanctioned right of way to the said larger property over 17,690.2 sq. mtrs. of land belonging to Aarey Milk Colony and bearing Survey No.169, Mouje, Marol, for a yearly rent of Rs.15,95,317/- and a duly registered Deed of Grant of Right of Way in favour of the Lessors will be obtained by the Lessors at their own costs and expenses.

- (o) Parts of the said larger property are likely to be developed by the Lessors at their own discretion for activities like setting up of resorts, hotels, motels, restaurants, health farms, clubs, golf courses, gliding, powered-gliding, skiing facilities and swimming pools, Information Technology Establishment, etc. and the Lessor shall be developing a part of the said larger property for the activities as may be permissible under the Development Control Regulations.
- (q) A part of the said larger property is affected by slums and the Lessors have submitted a Scheme for Slum Re-Development (SRD) in respect of the portion of the said property as contemplated by Rule 33(10) of Development Control Regulations and the said Scheme has been approved by the Municipal Corporation of Greater Mumbai under their LOI No.DY/CE/SI/SRD/0163 to 0169 dated 27.3.96.
- (r) A Plan of the said larger property inter alia showing the present proposed Scheme of the said larger property where the Lessor proposes to set up the Country club and allied facilities and hotels and area covered by slums and intended to be developed under Slum Re-development Scheme and portions for putting up cottages is shown on the Plan which is hereto attached and marked as "Plan A";
- (s) The Lessors will obtain the N. A. Permission from the concerned authorities for the proposed development on the said property.
- (t) The Lessors have caused their title to the said property investigated by their Advocates and Solicitors M/s. Constable and handed over to the Lessee/s the title certificate dated 22<sup>nd</sup> August, 2003 of their said Advocates and Solicitors certifying the Lessors' title to the said property as clear and marketable and free from all encumbrances and reasonable doubts;
- (u) The Lessors have agreed to lease and demise a portion of the said larger property admeasuring 652 sq.mts. equivalent to 7015.52 sq. feets and bearing Plot No.63

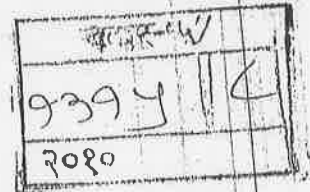


  
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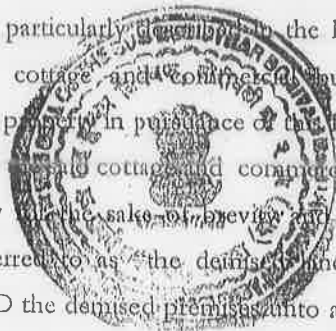
of internal layout plan and shown with proposed Cottage No. — and delineated in red coloured boundary line on the layout plan sanctioned by Municipal Corporation of Greater Mumbai annexed hereto and described in the **Second Schedule** hereunder written and the structures to be constructed thereon by the Lessee/s on certain terms and conditions appearing in these presents.

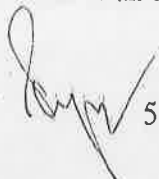
- (V) The Lessees have paid to the Lessors a sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs only) as token on 27<sup>th</sup> July 2009 and Rs. 25,00,000/- (Rupees Twenty Five Lacs only) paid within a week from date of token payment, Rs.1,00,00,000/- (Rs. One Crore at the time of signing the agreement to be paid and on receiving IOD and CC the balance amount of Rs. 1,75,00,000/- (Rs. One Crore and Seventy Five Lacks Only)

**NOW THIS DEED WITNESSETH AS FOLLOWS:**



1. In pursuance of the herein before recited Agreement and in consideration of a sum of Rs. 3,25,00,000/- (Rupees Three Crore Twenty Five Lacks Only) paid by the Lessee/s to the Lessors as premium and in addition to the said premium the annual rent hereby reserved and the terms and conditions and covenants herein contained and on the part of the Lessee/s to be performed and observed, the Lessors doth hereby demise unto the Lessee/s as and by way lease the said portion of land more particularly described in the Second Schedule hereunder written and shown in red coloured boundary line on the plan thereof annexed hereto and marked Annexure "A" and being part of the said larger property lying, being and situate at Village Moral Maroshi Taluka Borivali, Registration Sub-District and District of Bombay City and Bombay Suburban and more particularly described in the First Schedule hereunder written together with the cottage and commercial building to be constructed by the Lessee/s on the said property in pursuance of the Deed of Lease and which portion of land together with the said cottage and commercial building to be constructed thereon are collectively for the sake of brevity and wherever the context so admits are hereinafter referred to as "the demised and or demised premises" TO HAVE AND TO HOLD the demised premises unto and to the use occupation and possession of the Lessee and his/her/their heirs, executors, administrators, successor and successors and assigns for a term of 999 years commencing from the date hereof subject to the date hereof subject to the earlier determination of the said demised premises as hereinafter provided and yielding and paying therefore during the said term annual rent of Rs. 100/- (Rupees One Hundred Only) free and clear of all deductions and payable strictly in advance on



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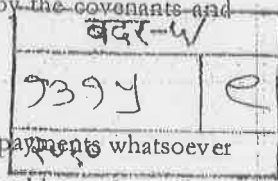
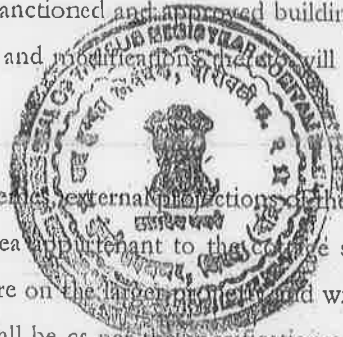
or before the 5th day of each and every calendar year, the first of such an annual rent shall be paid on or before execution hereof and the subsequent rent on or before the 5th day of each succeeding calendar year, if demanded.

2. In addition to the premium to be paid by the Lessee/s to the Lessors, as and by way of adequate security, the Lessee/s shall also keep deposited with the Lessors a sum of Rs. 60,000/- being the estimated outgoings on a prorata basis including maintenance charges, electricity and water charges and rent levied for grant of access from the main road for one year payable by the Lessee/s in respect of the said demised land and the said cottage proposed to be constructed thereupon.
3. The Lessee/s hereby for its successor and assign and to the intent that the obligations herein contained shall continue throughout the term hereby created, covenants with the Lessors as follows :

- (a) That the Lessee/s shall at this own expenses construct and complete within a period of two years from the date of these presents upon the demised land a new cottage (hereinafter referred to as "the said cottage") for residential purpose using 2000 sq.ft as Principal and 1000 sq.ft as Ancillary. The lessee shall also construct one Commercial Building(hereinafter referred to as "the said commercial building") having separate structure from the residential building ,having total build up area 2400 sq.ft. having R.C.C. structure with all the requisites and proper sewers, drains electrical connection and other conveniences thereto with new materials in a proper workmanship manner and subject to and in conformity with the prevailing rules and regulations of the Municipal Corporation of Greater Mumbai and other statutory authorities and in terms of the sanctioned and approved building plans. The building plans and amendments and modifications thereof will require prior approval of the Lessors;

- (b) The entire elevations, colour schemes, external projections of the said cottage including the garden and the area appurtenant to the cottage should blend harmoniously with other structure on the larger plot and will have to be approved by the Lessors and shall be as per the specifications provided by the Lessors from time to time and shall be governed by the covenants and the terms contained herein in detail;

- (c) The Lessee/s shall pay all fines and penalties and other payments whatsoever during the progress of the work that may become payable or demand by statutory in respect of the said construction work or anything done under the



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authority contained herein and shall generally and from time to time discharge and pay all the claims, assessments, outgoings, deposits, rents, taxes, cess and all the dues or duties chargeable against the Lessors by the Government or Municipal Authorities or otherwise with Second Schedule hereunder written and with regard to the construction put up thereon by the Lessee as and when such amounts fall due and shall keep the Lessors indemnified from and against the payment therefore;

- (d) The Lessee/s can construct only one cottage for residential and one commercial building on the demised land with a **maximum height of 9.75 metres** from ground level and for that purpose the Lessee can consume **2400 sq.ft.** FSI for Commercial purpose and for Residential purpose the Lessee can consume 2000 sq. ft. of FSI constructed area for principal activity and area not exceeding 1000 sq. ft. for basement, porch, garage and other users on the lines as shown in the building plan, a copy of which is annexed hereto as Annexure "B". It is agreed that save as aforesaid no additional structure will be allowed to be constructed on the demised land and there will be no utilisation of further FSI (Floor Space Index) than what is stipulated in this clause at any time in future. Any change or amendments for the said cottage and said commercial building or construction on the said property shall not be allowed without prior consent or written approval of the Lessors and shall always be subject to the height restrictions and FSI allocated in this clause. Such consent or unreasonably withheld and if the Lessors do not reply or raise any objections within 30 days of the Lessee's intimation and/or request. The Lessors' consent or approval shall be deemed to have been granted. It is further agreed that the Lessees shall not use any Transfer Development Rights for making any construction on the demised portion. The Lessees covenants to putting construction of the area as mentioned hereinabove by using the FSI permitted to be used by the Lessee on the said plot of land under this indenture of Lease.

- (e) Changes or amendments in the Plans of the said cottage and said commercial building shall be allowed only with the prior written approval of the Lessors and subject to the FSI allocated in the clause immediately preceding this clause;

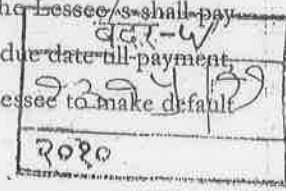
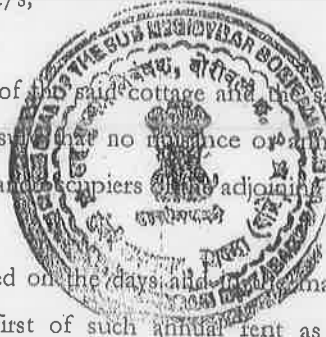
- (f) The Lessee/s shall be entitled to demolish and reconstruct/rebuild the said cottage and said commercial building to the height restrictions and FSI

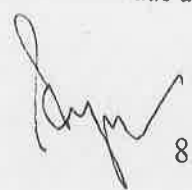


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allocated in sub-clause (d) hereinabove and other covenants and restrictions this Deed of Lease;

- (g) The Lessors have already given to the Lessee copies of the sanctioned building plans in respect of the said cottages and the said commercial building and agreed to be constructed by the Lessee/s on the demised land. The Lessee/s shall carry on the construction as per the sanctioned plans only;
- (h) The Lessee/s shall on completion of the construction of the said cottage and the said commercial building obtain and produce for the Lessors' inspection the Completion Certificate in respect of the said cottage and commercial building issued by the Municipal Corporation of Greater Bombay and the Lessee's shall not occupy the said cottage and the said commercial building unless building occupation certificate is obtained from Municipal Corporation of Greater Bombay;
- (i) The Lessee/s shall be liable to pay all the people engaged in the said construction work including the Architects, RCC Consultants, construction workers and suppliers of construction material. The Lessee/s shall indemnify and keep indemnified the Lessors against all the claims, demands, losses and costs and charges that the Lessors, may incur or that may arise due to any claims from persons regarding the construction or due to any accident or breach of any rules and regulation of Municipal Corporation of Greater Bombay or the Governments of Maharashtra or any breach of contract with the Architects or RCC Consultants or workers or suppliers of building materials engaged by the Lessee/s;
- (j) During the construction work of the said cottage and the said commercial building, the Lessee/s shall ensure that no nuisance or annoyance will be caused to the adjoining owners and occupiers of the adjoining property;
- (k) To pay the rent hereby reserved on the days and in the manner aforesaid clear of all deductions. The first of such annual rent as herein before provided shall be paid on the 5th day of every succeeding year hereafter regularly and if the rent is not paid on the due dates the Lessee/s shall pay interest thereon at the rate of 15% per annum from the due date till payment though the payment of interest shall not be entitle the Lessee to make default in payment of the rent on due dates;





- (l) To bear, pay and discharges all and whatsoever existing and future rates, taxes and assessments, outgoings and burdens whatsoever which may at any time or from time to time hereinafter during the term hereby created be imposed or charged upon the demised land and the structure erected thereon and/or for the time being standing on the demised premises and payable either by the Owners, occupiers or tenants thereof and to keep the Lessors and his estate and effects indemnified against all such payment. If the taxes, cess and assessments duties and/or other outgoings are charged on the entire larger property which includes the demised premises, then in that case the Lessee/s shall be liable to pay the proportionate part thereof based on the area of the demised premises and area of the demised premises and area of construction (if any) standing thereon;

- (m) The Lessee/s shall subject to other provisions of this Deed of lease be entitled to use the demised land for the purpose one residence only construction of a cottage and commercial building as approved by the Bombay Municipal Corporation under No. CHE/9923/BCWS/AP dated 19-12-2009 as set out in rule 60 (xiii) of Development Control Rules, 1991 only and for no other purpose;

Cottage or construction put up or to be put up on the demised land shall be used purely for commercial purposes and residential activity will be allowed to be carried out therefrom;

- (o) Landscape design and Garden around the cottage and commercial building will be as per planting plan approved by the Lessors and shall be maintained by Lessee/s and that portion will be upon to sky. Cottage and commercial building will be constructed as per Municipal Corporation from the edge of the land occupied by the Lessee/s as per Municipal Corporation.
- (p) Compound wall around the area and when allowed will be as per Bombay Municipal Corporation specification and designs approved by Lessors and in conformity with the compound walls of any other building in the area.
- (q) The plan prepared by the Lessors and submitted to the Municipal Corporation of Greater Bombay for its approval provides for a motorable access to the said demised land from the boundary as shown on plan thereof attached hereto in colour burnt sienna. The Lessee/s will be required to use the said access road jointly with other persons, who may be claiming as the

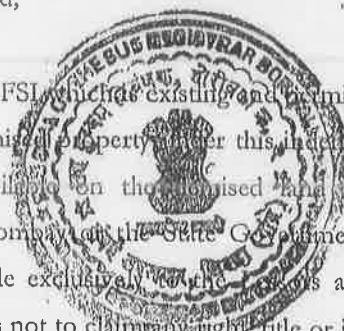
same Lessee/s or otherwise from the Lessors in respect of the remaining part of the said larger property;

- (r) The Lessee/s shall regularly pay to the Lessors or to Royal Palms Property Pvt. Ltd. (Formerly known as New town Management Pvt. Ltd.) as agency appointed by Lessor or any other agency appointed by the Lessors proportionate cost, charges and expenses for the maintenance of the common amenities, facilities, security charges, maintenance of landscaping charges, rent levied for grant of access from main road by the concerned Authorities in proportion to the area of the said demised land and FSI allocation including the cost of maintenance of the drainage plant to be installed by the Lessors on the said larger property. These amenities and services shall be maintained by the Lessors by themselves or through their contractors appointed on professional basis, for the maintenance of the aforesaid and the Lessee/s shall pay to the Lessors or the Agency appointed by Lessors the proportionate charges every month on the bill being submitted to him/her/them without any objection or complaint regarding the quantum of charges and such maintenance charges shall be a first charge on the demand land. The Lessee/s shall if and when required by the Lessors enter into a separate maintenance agreement with the Lessors or Agency or Contractors appointed by the Lessors for the said purpose;

- (s) The Lessees are aware that the Municipal Corporation is not likely to provide water connection to the land as it is under no development zone and in view thereof the Lessors have made provisions for supply of water by creating water reservoirs and shall be providing water. The Lessee/s shall also pay the water charges as per the actual consumption as shown in the private water meter to be installed and which water is to be supplied from the reservoir and the storage facilities common to all the occupants of the said larger property. It is understood that the charges of such water supply charges would be much higher than the normal water charges of the Municipal Corporation of Greater Bombay and estimated to be approximately Rs.36/- per 1000 liters. Such charges shall be paid by the Lessee/s to the Lessors or their contractors on the bill submitted in that behalf without any demand or objections and such charges shall also be a first charge on the demised land;

- (t) The Lessee/s shall not object to the Lessors carrying on any other activities on the remaining portion of the said larger property of the said larger property including Golf Club, Hotels, residential Housing and any other activities;

- (u) The Lessee/s shall pay all security deposits, scrutiny fees, meter deposits and other charges with regard to the said demised land and payable to the Municipal Corporation of Greater Bombay and other statutory authorities including B.S.E.S. Ltd. or M.S.E.B for the purpose;
- (v) The Lessee/s agrees that he/she/they will not demand sub-division of the demised land from the larger property and shall not make any application for its sub-division from the remaining part of the said larger property or any further sub-division of the said demised land at any time in future even if such sub-division is allowed.
- (w) All deposits for water/electricity for the future construction (if any) that the Lessee/s may hereinafter intend to put up on the said demised land will be paid by the Lessee/s. The Development charges or any other charges including betterment charges payable to the Municipal Corporation of Greater Bombay for the demised land will also be paid by the Lessee/s;
- (x) The Lessee/s shall not construct overhead tank in the open area. Similarly Lessee will not dig any well or bore-well on the demised land;
- (y) The Lessee/s will install proper fire fighting equipments. The Lessee/s shall also be responsible for providing for drainage system for the said plot and the construction put up on the said plot of land and shall connect the drainage into the Mains on the Road. The Lessee/s shall not Construct Septic tanks or Pits on the demised land;
- (z) If any further FSI over and above the FSI which is existing and permitted to be utilized by the Lessors on the demised property under this indenture of lease, is sanctioned or become available on the demised land by the Municipal Corporation of Greater Bombay or the State Government, the same shall belong to and be available exclusively to the Lessors and the Lessee/s hereby agrees and undertakes not to claim any right, title or interest therein and the Lessors alone shall be entitled to use such additional to use such additional or further FSI anywhere on the said larger property, save and except on the demised land;
- (aa) At any time hereafter, the Lessee/s shall not object to or cause any obstruction or interruption in the Lessors right to carry out development or other activities in the said larger property;



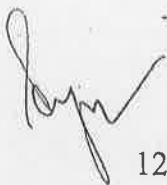
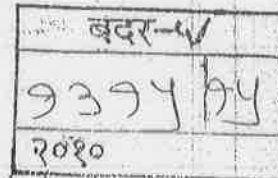
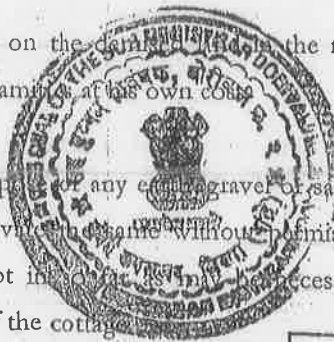
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- (bb) The Lessee/s shall not carry out any activity which is considered illegal or immoral activity or cause any nuisance to the neighbours;
- (cc) The Lessee/s shall not object to the Golf Course and shall allow the agency (if any) appointed by the Lessors to retrieve the Golf Balls from the demised land;
- (dd) The Lessee/s shall not have any right or interest in respect of common roads or amenities save and except for approaching the demised land from main road and Lessee's rights shall extend to the use of the demised land only. Provided however that the Lessee's right of access to the said demised land or demised premises from the main road within the layout shall be unfettered and shall not be withdrawn or terminated by the Lessors at any time in future for any reason whatsoever.
- (ee) Lessee/s shall take care of the water lines and drainage pipes passing through the demised land. Lessee/s shall allow the maintenance/repair or water lines/drainage line (as and when necessary) passing through the demised land;
- (ff) Lessee/s shall not object to construction or maintenance or replacement or addition of the water lines or pumping stations or the drainage lines or storm water drains on the demised land and the Lessee/s shall contribute proportionately to the replacement cost of such water line or Pumping Station or drainage line or storm water drains;
- (gg) Lessee/s shall insure the cottage on the demised land in the name of the Lessee/s against fire and other calamities at his own cost.
- (hh) The Lessee/s shall not sell or dispose of any equipment or sand from the demised land and shall not excavate the same without permission of the concerned Authorities and except in cases in which it is necessary for the execution of construction work of the cottage.

4. The Lessee/s shall be entitled, from time to time:

- (a) To carry out the work of renovation and re-decoration of the interior of the said cottage and the said commercial building;

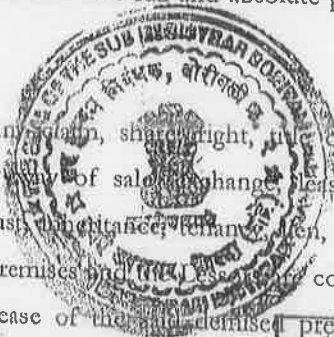
- (b) To install air-conditioners in the said cottage and commercial building, and to carry out the work for that purpose, as also gas connection and all other amenities as may be reasonably required and for that purpose to fix the necessary pipes, fittings and fixture in the said demised premises as may be necessary, without causing obstruction to the other Lessee/s or occupiers/owners of the said larger property;
- (c) To make such addition and alteration in the said cottage and commercial building as may be required by the Lessee/s for the more beneficial enjoyment of the said demised premises and the said cottage and commercial building and as the Lessee/s in their absolute discretion may consider fit and proper subject however to compliance by the Lessee/s of all the covenants, conditions and stipulations herein contained, the rules and regulations and bye-laws of the regulation and bye-laws of the Municipal Corporation of Greater Bombay and other concerned bodies and authorities;

These sub-clauses (a), (b) and (c) will be treated by the parties as the Lessors consent.

5.

The Lessors hereby declare and confirm that :

- (a) The said demised land hereby agreed to be leased are free from encumbrances of any nature whatsoever and the said larger property and demised premises are not attached either before or after judgment or at the instances of taxation authority or any other authorities and the Lessors have not given any undertaking to the taxation authorities so as not to deal with or dispose of their right, title and interest in the said larger property and/or the demises premises and that the Lessors have full and absolute power to deal with the same;
- (b) No other person had or has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, (equitable or otherwise), gift, trust, inheritance, tenancy, or otherwise howsoever in the said demised premises and the Lessors are competent and entitled to demise and grant lease of the said demised premises in the manner provided in these presents;
- (c) There is no attachment or prohibitory order issued by the Competent Authority or court prohibiting the Lessors from dealing with or granting lease of the said larger property and/or any part thereof including the said demised premises as contemplated under these presents;



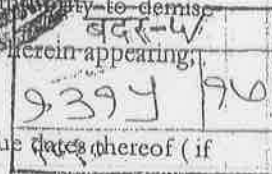
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- (d) No notice has been issued for acquisition or requisition of the said larger property or any part thereof and further that there is no outstanding notice requiring any other thing to be complied with under the Municipal or any statute;
- (e) The said demised premises has a proper internal access from the main road as per the layout of the said larger property;
- (f) The Lessors have not entered into any agreement or arrangement with any other person or persons for sale, transfer, lease or assignment of the said demised land and that they have not accepted any token deposit, earnest money, premium or any consideration from any person in respect thereof. The Lessors hereby agrees to indemnify the Lessee/s against any third party claims of whatsoever nature;
- (g) As far as the Lessors are aware there are no other circumstances or factors which prevent the Lessors from granting lease of the said demised premises to the Lessee/s or which prevent the Lessee/s from acquiring the same or getting the same transferred to or vested in them;
- (h) The Lessors are duly empowered and authorised to enter into and implement this Agreement / Deed;
- (i) The Lessors are aware of the fact that the Lessee/s have agreed to acquire to acquire the said demised land and pay premium, rent and other monies and deposits hereunder relying on the correctness of the several statements as set forth above and confirm and repeat the correct

6. The Lessors doth hereby covenant with the Lessee that:

- (a) the Lessors now has (subject to what is stated in this indenture and in its recitals) in himself good right full power and authority to demise unto the Lessee/s the demised land thereof in the manner herein appearing;
- (b) that on the Lessee/s paying the said annual rent on the due dates thereof (if demanded) and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and in his part to be observed and performed shall and may peaceably and quietly hold, possess and enjoy the demised premises together with the buildings and



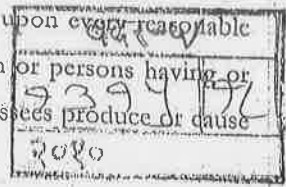
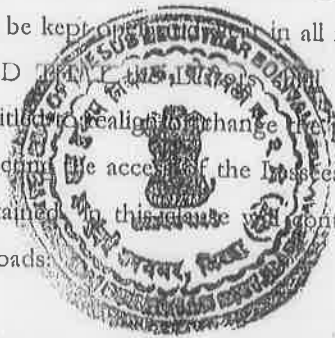
*[Signature]*  
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structures to be constructed thereon during the term hereby created without any eviction interruption disturbance claim and demand whatsoever by the Lessors or any person or persons lawfully or equitably claiming by from under in trust from them;

(c) During the subsistence of this lease the Lessee/s shall have a right to use in common with the Lessors and other Lessee/s of other portions of the larger property or other person or persons claiming through Lessors, the common amenities and facilities including internal access road more particularly internal described in the Third Schedule hereunder written and this covenant along with other covenants shall run with the land.

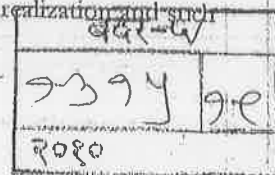
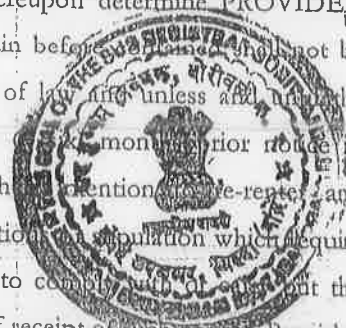
(d) During the subsistence of this Lease, the Lessors doth hereby covenant with the Lessees and grant unto and to the Lessees and their visitors, agents and servants the right and authority at all times and from time to time by night and day to pass and repass over and across the access availed of by the Lessors from the land belonging to Aarey milk colony from Municipal road upto the boundary or larger property as also the road shown on the plan being Annexure B hereto of the demised premises by colour burnt sienna and running across the land described in the First Schedule hereunder written for beneficial use and approach of the demised premises described in the Second Schedule hereunder written as also the Club house and other facilities by foot or by vehicles and it is agreed that a said Right of Way shall be appurtenant and running with the demised premises and shall be used by the Lessees and occupiers and users of the said larger property more particularly described in the First Schedule hereunder written and this covenant shall run with the said lot of land AND IT IS FURTHER AGREED THAT the Lessors shall maintain the said internal road in repairs and working order and the same shall be kept open and clear in all respects AND IT IS FURTHER PROVIDED that the Lessors shall at their discretion and for convenience be entitled to realign or change the position of the said internal roads without affecting the access of the Lessees to the demised premises and the rights contained in this clause will continue in respect of such changed or re aligned roads:

(e) The Lessors shall and will from the execution hereof, unless prevented by fire or some other inevitable or unavoidable accident, from time to time and at all times hereafter during the subsistence of Lease upon every reasonable request and at the costs of the Lessees or any person or persons having or lawfully claiming through, under or in trust for the Lessees produce or cause



to be produced to them or their agents or lawyers or at any legal hearing, commission or examination or otherwise as occasion shall require, all or any of the original deeds and writings relating to the demised premises and will permit the same to be examined, inspected or give and will at the like request and the costs of the Lessees or any such other person or persons as aforesaid deliver or cause to be delivered to them or him such attested or other copies or abstracts or extracts from the said deeds and writing or any of them as they or he may require provided always and it is hereby declared and agreed that in case during the subsistence of the Lease, the Lessors or their successors and assigns sell their rights in respect of the larger property to any other person who will be entitled to the custody of original deeds and writing relating to the demised premises, then the Lessors or their successors and assigns as the case may be at their costs procure from such person or purchaser, a similar covenant in all respects in favour of the Lessees herein or the survivor or survivors and their respective heirs, executors, administrators and assigns.

- (f) It is hereby agreed and declared that if the monthly rent or outgoings including the maintenance charges, electricity or water charges or rent payable if any for grant of access from main road to concerned authorities payable either to the Lessors or to the Agency appointed by them or to other Authorities and payable in the manner herein before mentioned shall be in arrears for 6 (six) months or if the Lessee/s shall omit to perform or observe the covenants or conditions on the part of the Lessee/s to be observed and performed then and in such event it shall be lawful for the Lessors at any time hereafter to re-enter upon the said demised premises or any part or parts thereof and these presents shall thereupon determine PROVIDED ALWAYS that the power of re-entry herein before mentioned shall not be exercised without following due process of law and unless and until the Lessors shall have given to the Lessee/s one month prior notice in writing addressed to the Lessee/s of the intention to re-enter and specifying therein the covenants and conditions or stipulation which require to be complied with or carried out failed to comply with or carry out the same within 6 (six) months from the date of receipt of such notice. Provided further that in case of non-payment of any of the aforesaid charges, rent or outgoings, etc. the Lessors shall be entitled to an interest on such arrears at the rate of 16% p.a. with monthly rests till payment and realization and such arrears shall be a charge on the demised premises.



*[Handwritten signature]*

8. The Lessee further covenant with the Lessors and it is agreed by and between the parties that:-

- (a) That the Lessee/s shall not be entitled to apply for partition or sub-division of the said plot of land from the larger property even if such sub-division is allowed by the concerned authorities in future;
- (b) The Lessee/s agrees and undertakes not to use any further FSI or Transferable Development Rights (TDR) on the said plot of land over and above what is expressly allowed to be utilized by construction of the Cottage and commercial building as mentioned in this document and shall not exceed the height restrictions as set out in this document. The Lessee/s is/are aware that the remaining FSI existing and/or future or other rights in respect of the said plot shall continue to be with the Lessors.

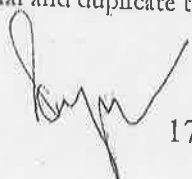
AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS :

(a) On execution hereof the vacant and peaceful possession of the demised premises has been handed them by the Lessors to the Lessee and the Lessee confirms having received such possession. On the expiration of the term hereby created or earlier determination under the provisions hereof all the buildings and structures standing on the demised land shall belong to the Lessors;

(b) The Lessee shall be entitled to transfer and assign the benefits of this lease provided that such assignment is of the entire demised premises and PROVIDED THAT the Lessee/s shall have prior to the assignment of lease constructed the cottage and commercial building in pursuance of this document complete and shall have obtained occupation certificate in respect thereof. PROVIDED FURTHER THAT the Lessee/s procures from his Assignee an undertaking containing his name address and his willingness to abide by the terms and conditions of the terms and conditions of this lease and PROVIDED FURTHER THAT the Lessee/s shall have no right to create charge or mortgage, in respect of the said premises and/or any part thereof;

(c) The stamp duty and Registration Charges of this Deed of Lease are to be paid and paid by the Lessee alone.

IN WITNESS WHEREOF the Lessors and the Lessee have set and subscribed their respective hands on the original and duplicate thereof the day and year first herein written.



**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the larger property)

All those pieces and parcels of agricultural land falling in No Development Zone situate, lying and being at Village Marol Maroshi, Taluka Borivali in the Registration District and Sub-District of Bombay City and Bombay Suburban and bearing Survey No.169 (part) City Survey No.1627 (part) and admeasuring about 240 Acres equivalent to 975272.50 sq. mtrs. or thereabouts.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

A portion of a piece of land admeasuring 652 sq.mtrs. equivalent to 7015.52 sq. fts. or thereabouts and Plot No. 63 of internal layout plan together with 2400 sq.ft. FSI for Commercial purpose and for Residential purpose the Lessee can consume 2000 sq. ft. of FSI constructed area for principal activity and area not exceeding 1000 sq. ft. for basement, porch, garage and other users and demarcated in red coloured boundary line with proposed cottage No. — as shown on the sanctioned layout Plan thereof annexed hereto as Annexure "B" and being part of the larger property more particularly described in the First Schedule here above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

List of Common Amenities:

- 1) Internal approach road from main approach road and other internal roads for approaching the Club House and other facilities within the larger property.
- 2) Approach road from main Municipal Road.
- 3) Sewerage system plant.
- 4) Water pipes and connections from main reservoir of water to the demised land and pumping station.
- 5) Electrical lines and connection from mains upto the demised land.
- 6) Common fences if any and if permitted.



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SIGNED AND DELIVERED by the  
withinnamed LESSORS

ROYAL PALMS (INDIA)  
PRIVATE LIMITED

in the presence of .....

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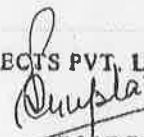
SIGNED AND DELIVERED by the  
withinnamed LESSEES

For APEX ENCON PROJECTS PVT. LTD.

APEX ENCON PROJECTS PVT. LTD THROUGH IT'S  
DIRECTOR MR. S. C. GUPTA

in the presence of .....

1. 
2. 

  
DIRECTOR



RECEIVED from the withinnamed  
Lessee/s an amount of Rs. 50,00,000/-  
(Rupees Fifty Lakhs Only

vide Cheque No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_

being the premium under this Indenture of Lease )

WE SAY RECEIVED  
For ROYAL PALMS (INDIA) PVT. LTD.



Director:

Witness:

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