Wednesday, September 07, 2011

12:24:46 PM

पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र. : 12370

गावाचे नाव भोकरपाडा

दिनांक 07/09/2011

दस्तऐवजाचा अनुक्रमांक

पवल1 - 11506 - 2011

दस्ता ऐवजाचा प्रकार

करारनामा करारनामा

सादर करणाराचे नाव:वेंकट नारायणन आणि नैत्रा मुरली क्रिष्णन तर्फे अख. सुब्रमण्यम नारायणन - -

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (98)

1960.00

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31960.00

आपणास हा दस्त अंदाजे 12:38PM ह्या वेळेस मिळेल

दुय्यम निवधक . पनवेल 1

बाजार मुल्य: 2220000 रु.

मोबदला: 6076200रु.

भरलेले मुद्रांक शुल्क: 348000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: -

डीडी/धनाकर्ष क्रमांक: -; रक्कम: 30000 रू.; दिनांक: 08/08/2011

मूळ दस्त परत मिळाला

पक्षकाराची सही

मळ दस्ती परत हिल

लिपिक, दुग्यम निबंधक, पनवेल-१ दस्तक्रमांक व वर्ष: 11506/2011

नोंदणी 63 म.

Wednesday, September 07, 2011

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

2:58:01 PM

गावाचे नाव: भोकरपाडा

(1) विलेखाचा प्रकार, मोबदत्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या करारनामा बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद कराये) मोबदला रू. 6,076,200.00 बा.मा. रू. 2,220,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णनः विभाग नं.7, दर रु 17600/- प्रती चौ.मी. \*\*सदिनका क्र.1703, 17 वा मजला, हेलीयस, स.नं. 30/2 (पार्ट),30/1बी (पार्ट), 24/1अ, 25/3 (पार्ट), 29/4 (पार्ट),28/3, 28/2, 28/1

61/1 (पार्ट),62 (पार्ट),68 (पार्ट),69 (पार्ट),74/4 बी(पार्ट),59/1 ,57/1,57/2 ,57/3बी, 58 /1ए, 58/1बी, 58/2, 54/2ओ (पार्ट), 57/4 ,भोकरपाडा, ता.पनयेल, जि. रायगड

(3)क्षेत्रफळ

(1) 983 चौ.फुट कारपेट+कार पार्किंग स्पेस पोडीयम

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1

(5) दस्तऐवज करून देण्या-या (1 पक्षकाराचे व संपूर्ण पत्ता नाव किंवा सा दिवाणी न्यायालयाचा हुकुमनामा ईम किंवा आदेश असत्यास, प्रतिवादीचे इ. नाव व संपूर्ण पत्ता

(1) सनी व्हीस्ता रियल्टर्स प्रा.लि.तर्फे ॲथो सिग्नेटरी निलेश वक्षी तर्फे कु.मु.म्हणून प्रकाश साळवी - -; घर/फ़्लॅट नं: नरीमन पॉईट, मुंबई ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएकेसीएस 1269 इ.

(6) दस्तऐवजं करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) वेंकट नारायणन आणि नैत्रा मुरली क्रिष्णन तर्फे अख. सुब्रमण्यम नारायणन - -; घर/फ़लॅट नं: एलटी- 19/23, विजय नगर, अंधेरी (पु),मुंबई; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: --; तालुका: -;पिन: -; पंन नम्बर: --.

(7) दिनांक

करून दिल्याचा 07/09/2011

(8)

नोदणीचा

07/09/2011

(९) अनुक्रमांक, खंड व पृष्ठ

11506 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 347187.00

(11) बाजारभावाप्रमाणे नोंदणी

₹ 30000.00

(12) शेरा

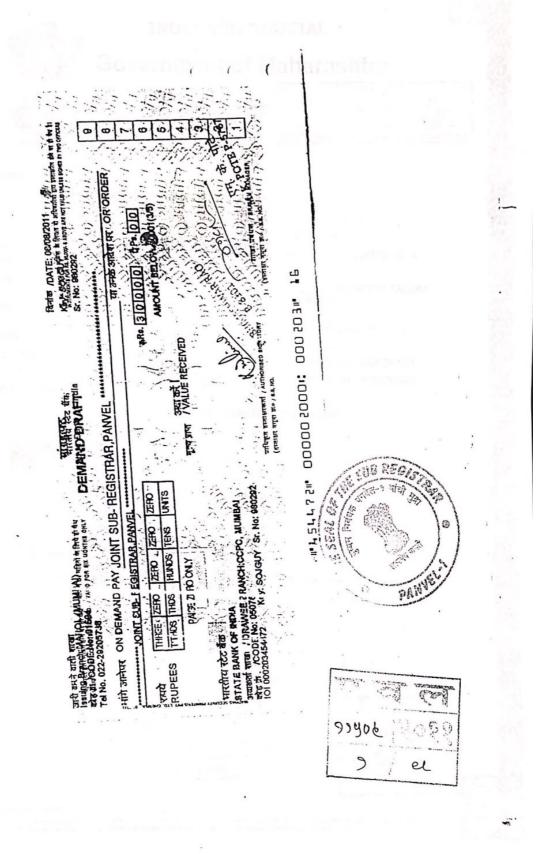
सह दुख्या ग्लब्धवा, वर्ग-२ (पनवेल १)



Designed & developed by C-DAC, Pune

Page 1 of 1

SARITA REPORTS VERSION 5.2.8

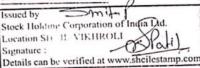




# INDIA NON JUDICIAL

# Government of Maharashtra

# e-Stamp





Certificate No.

Certificate Issued Date Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH03883092202857J

: 10-Aug-2011 03:05 PM

SHCIL (FI)/ mhshcil01/ VIKHROLI/ MH-MSU

: SUBIN-MHMHSHCIL0104160997239075J

: VENKAT NARAYAN AND NAITRA MURALYKRISHNAN

: Article 25(b)to(d) Conveyance

: FLAT HELIOS-1703,30 VILLAGE BHOKARPADA, TALUKA

PANVEL, DIST RAIGAD, MAHA-410206

(Sixty Lakh Seventy Six Thousand Two Hundred only)

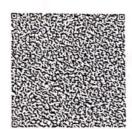
: SUNNY VISTA REALTORS PVT LTD

: VENKAT NARAYAN AND NAITRA MURALYKRISHNAN

: VENKAT NARAYAN AND NAITRA MURALYKRISHNAN

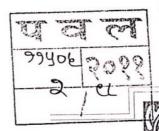
: 3,48,000

(Three Lakh Forty Eight Thousand only)



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The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs) The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

# SHCIL-MAHARASHTRĀ

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel: 022-61778151 E-mail:

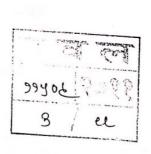
Mode of Receipt

RECIN-MHMHSHCIL0103703955391138J Receipt Date: 10-AUG-2011 Receipt Id:

> Account Name: SHCIL-MAHARASHTRA mhshcil01 Account Id:

Deceived From :	VENKAT NARAYAN AND NAITRA MURALYKRISHNAN	Рау То :
· our trousing		Instrument Date: 08-AUG-2011
Instrument Type :		
Instrument Number:	454470	instrument Airiodire : Stocker ( )
Bank Details		
Diami Dank		MIMBAT
Bank Name: STATE BANK OF INDIA	BANK OF INDIA	Stanch Name . Proposition .
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https://www.shcilestamp.com/estamp/submission/SubmissionServlet?rDoAction=PRINTRECEIPT



# **AGREEMENT**

THIS AGREEMENT made at Panye this of day of Sept

SUNNY VISTA REALTORS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at No.514, Dalamal Towers, 211, Free Press Journal Marg, Nariman Point, Mumbai 400 021, hereinafter referred to as "the Developer", (which expression shall unless repugnant to the context or meaning thereof, mean and include its successor or successors in business and assigns) of the ONE PART,

Moranta

	, hereinafter referred as "the
	shall unless it be repugnant to the context or meaning
	and include his/her heirs, executors, legal representatives,
dministrators and assigns) of	STATE OF THE STAT
0 ,	
	OR
Ar./Ms. Venkad Na	
Mr./Ms. Naitra M	unaly krishnan and
Ar./Ms	and N
Mr./Ms	
esiding	
and the second s	Marpshi Mara Vitan Na 4 //
Mumbai - 400059 1	Maroshi Mang, Vijay Nagar, Andherices Whaharashter, India
renugnant to the sentent or	red as "the Allottee", (which expression shall unless it be
	r meaning thereof, be deemed to mean and include their
	legal representatives, administrators and assigns) of the
OTHER PART (applicable in ca	ase of Joint Allottees)
	OR
Mr	residing at
	, in his capacity as Karta of the Hindu
Undivided Family (HUF) here	einafter referred as "the Allottee"; (which expression shall)
unless it be repugnant to t	he context or meaning thereof be deemed to mean and
	co-parcinors, constituting the HUF from time to time, their
	esentatives, executors, administrators, and assigns) of the
OTHER PART (applicable in c	ase where purchase is on behalf of HUF)
	STAVEL-1
	OR
	ON .
14/-	, a registered partnership firm,
M/s	- D - t 11
constituted under the India	an Partnership Act, 1932 and having its principal office of
constituted under the India	17 17 17 17 17 17 17 17 17 17 17 17 17 1
constituted under the India business at hereinafter referred as "the	Allottee", (which expression shall unless it be repugnant to
constituted under the India business at hereinafter referred as "the	17 17 17 17 17 17 17 17 17 17 17 17 17 1

	administrators of the surviving partner, acting through
	Mr./ Ms, its partner duly authorised under the
	resolution dated passed by the partners of the firm) of
	the OTHER PART (applicable in case where purchase is in the name of firm through the
	partners)
	OR
È	Limited, a company
à	incorporated under the provisions of the Companies Act, 1956 and having its registered office at
	hereinafter referred as "the Allottee", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors in business and permitted assigns, acting through Mr. / Ms.
	duly authorised under the resolution of the Board of Directors, passed at the meeting of the Board of Directors held on) of the OTHER PART. (applicable in case where purchase is by the limited company)
	The Developer and the Allottee are hereinafter collectively referred to as "the Parties" and individually as "the Party".
	WHEREAS
	On application made by the Developer to purchase agricultural land for setting up Sector Specific Special Economic Zone for Service Sector, the Development Commissioner (Industries), Government of Maharashtra, under Section 53-14 of the Bombay Tenancy & Agricultural Lands Act, 1948 (BTAL Act), granted permission dated 17 October 2006, vide Ref. No. DI/ Land/ Permission/330/2006/A-31947 to the Developer for purchasing agricultural land in Villages Bhokarpada, comprising Survey Numbers and area mentioned in the list thereto annexed for setting up Sector specific Special Economic Zone for Services Sector ("Multi-Services SEZ").
	By an application dated 16 June 2007, the Developer applied to the Government of India, Ministry of Commerce & Industry, Department of Commerce SEZ Section), to set up Sector Specific Special Economic Zone for Services Sector Internalia in Village Bhokarpada.

- (3) The Government of India vide its Order No. F2/284/2006-SEZ dated 15 October 2007 granted approval to the Developer to set up Sector Specific Special Economic Zone for Services Sector at Panvel, District Raigad, and by its Notification No. 514(A) dated 19 February 2009 notified aggregate area admeasuring 139.83 Hectares as mentioned in the Table to the said Notification in Villages, inter alia, Village Bhokarpada as Special Economic Zone, which is currently valid and subsisting.
- (4) The Government of Maharashtra, Urban Development Department, in exercise of its powers under Section 40 (1B) of the Maharashtra Regional Town Planning Act, 1966 (MRTP Act) appointed Maharashtra Industrial Development Corporation (MIDC) as the Special Planning Authority for setting up Sector Specific Special Economic Zone at Villages, inter alia, Village Bhokarpada, Taluka Panvel, as notified by the Government of India.
- (5) Pursuant to the permission dated 17 October 2006 granted by the Government of Maharashtra, under Section 63-1-A of the Bombay Tenancy & Agricultural Lands Act, 1948 (BTAL Act) as above, the Developer has purchased pieces and parcels of land in Village Bhokarpada and is seized and possessed of and/or otherwise well and sufficiently entitled thereto (hereinafter referred as "Bhokarpada Land").
- (6) The Developer has envisaged development of Special Economic Zone for use as Processing area by construction of buildings for Services Sector, inter alia, including for IT & ITES purposes and Non Processing area comprising construction of multi-storied residential buildings/towers and other necessary infrastructure facilities, in Phases interalia on Bhokarpada Lang.
- On application made by the Developer, the Government of India SEEPZ Special Economic Zone, Andheri (East), Mumbai 400 096 approved the proposal of the Developer and granted its permission dated May 11, 2009 for demarcation of land for use thereof as Processing Area comprising Survey Nos.5/1(part), 53/1, 52, 51, 35, 37 etc. as indicated in Annexure-A attached thereto, admeasuring 69.92 Hectares, and Non Processing Area comprising Survey Nos.5/1(part), 54/1(part), 46/1, 48/18, 47/5 etc. as indicated in Annexure-A attached thereto, admeasuring 69.91 Hectares, thus aggregating 139.83 Hectares, interval accomprised in Village Bhokarpada.
- (8) Out of the area sanctioned for the development of the processing and nonprocessing zones as above, the Developer is developing under Phase I processing

area admeasuring 14.58 Hectares and non-processing area admeasuring 14.58 Hectares. Under the non-processing area, the Developer is constructing 11 multistoried buildings/towers under Phase I on land admeasuring 14.58 Hectares earmarked for the non-processing area forming part of the Bhokarpada Land as more particularly described in the First Schedule hereunder written and is hereinafter referred to as "the said land."

- (9) The Developer has also obtained environmental clearance granted by MOEF, Government of India; vide letter No. 21-942/2007-1A.III dated 8 October 2008.
- (10)The Maharashtra Pollution Control Board by its letter dated 20 June 2009 granted permission for construction of Multi Services SEZ & residential Township project, inter alia, on the said land, including utilities of Multi Services SEZ and residential Township project, subject to the conditions mentioned therein under Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, and HW (M&H) & Amendment Rules 2003.
- (11)The Director of Town Planning, Government of Maharashtra, by its Notification dated 22 June 2010 accorded its sanction to the planning proposals for development of processing and non-processing area under Phase I.
- Pursuant to the above, the Developer has submitted a building plan for the (12)construction of the residential buildings under Phase I as above, with permissible FSI in terms of the Development Control Regulations of MIDC and the building plans have been duly approved by MIDC on 13 October 2010.
- Pursuant to the approval of the Building Plans, the Diveloper (13)construct 11 multi storied buildings/towers and ofter/infrastructure facility consisting of residential flats/units, basement, upper storeys and podium Phase I on the portion of the said land at Village Bhokarpada (the land with buildings thereon being constructed by the Develope collectively referred to as "the property"), and is entitled and authorise;
  - to allot residential flats with permanent exclusive beneficial right to use, occupy and possess the premises/flats in different buildings to the intending allottee/allottees; and
  - to promote and register one/more Co-op (ii) Company/Body Corporate, amongst the The Developer will grant permanent lease

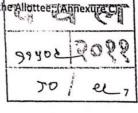
together with one/more building/s to such one/more Sc-operative Housing Society / Limited Company / Body Corporate and admit Allottees as members thereof, who shall enjoy permanent exclusive beneficial right to use, occupy and possess the residential flats/units/car parking spaces.

(14)	As per approved Building Plans, the Developer is constructing inter alia a building
	for residential purposes, bearing Name <u>Helios</u> more
	particularly described in the Second Schedule (hereinafter called "the said
	building") on portion of land bearing Survey No(s). 59, 57/1, 57/2, 57/3B, 58/1A,
	58/1B, 58/2 at Village Bhakarpada.
(15)	(a) At the request of the Allottee, the Developer hereby agrees to allot Flat
	No. 1703 admeasuring 983 sq. ft. carpet area on the 17th floor of the
	said Building for the consideration mentioned hereinafter,
	the consideration mentioned hereinafter,
	(b) Right to use open car parking
	(b) Right to use open car parking spaces in the compound without consideration.
	(The Flat No. 1702 Access
	(The Flat No. 1703 together with right to use car parking space(s) in the basement/podium/stiff (sixt).
	the basement/podium/stiff /right to useopen car parking space(s) in the
	compound of the said building, more particularly described in the Third Schedule
	hereunder written, are, hereinafter collectively referred to as "the said premises").
	,
(16)	The Developer hereby represents and warrants to the Allottee that :-
	(i) The Developer is the legal and beneficial owner, inter alia, of the said
	land, more particularly described in First Schedule hereunder written and
	has good and marketable title thereto.
	The Developer has created mortgage/charge in fayour of consortium of
	Banks and financial institutions, lead by Punjab National Bank and has
	procured necessary permission from such Banks
	(ii) All original documents of title relating to the said land, all permissions
	and Building plans sanctioned by MIDC for development of the Special
	Economic Zone Project and all permissions relating to the construction of
	the buildings for residential purpose and the permissions issued by the
	Regulatory Authorities in connection therewith, are in possession of the
	Developer;
	(iii) There are no notices of acquisition or requisition issued by State
	Government or Central Government or any concerned authorities
	authorised in that behalf, in respect of the said land or any-portion
	thereof;
	Calcourt 97408
	Mary

- (iv) The Developer is in peaceful and vacant possession of the said land;
- (v) The Developer is not in arrears of any taxes, cesses, duties or any other dues payable to any statutory or government, quasi-government, body, authority or agency in respect of the said land or the said premises;
- (vi) The Developer has not entered into any agreement or arrangement in respect of the said premises in favour of any other party, nor granted any rights therein by way of lease/license, tenancy or any other rights whatsoever in favour of any third party;
- (vii) Title in respect of the property shall always remain vested in the Developer in keeping with the requirements of SEZ Act, and the leasehold rights in respect of the property shall be transferred to the Society/Limited Company/Body Corporate as hereinafter provided in this Agreement.
- (17) The Developer has entered into an agreement with Hafeez Contractor, Architect, registered with the Council of Architects in the form as prescribed by the Council of the Architects for the development of Non Processing Area under Phase I.
- (18) The Developer has also appointed M/s. Y.S. Sane Associates, as the structural engineers for the construction of the residential buildings in Non Processing Area under Phase I on the said land, for preparation of structural design and drawings of the buildings.
- (19) The Developer has given inspection of all the documents/permissions/approved building plans as listed hereunder, as annexures, for construction under Phase I, including the said building, and the Allottee has taken full and complete inspection thereof and has satisfied himself/herself/ itself/themselves-of-the contents thereof and also the right of the Developer to develop the said-land, by constructing buildings and to allot the flats therein in the Non-Brocessing Area under Phase I as mentioned hereunder.

ii) Title Certificate dated May 5, 2011 issued by M V Kini & Co., Advocates and Solicitors, Mumbai, certifying the title of the Developer to the said land as clear and marketable; (Annexure B)

iii) Floor Plan of the flat agreed to be allotted to the Allottee (Annexuge



- Property Card in respect of the land owned by the Developer Property

  Card in respect of the land owned by the Developer (7/12 extract).

  (Annexure D)
- (20) The Parties are desirous to record the terms and conditions hereinafter appearing.

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

1.	(2) 71.
	(a) The Developer hereby agrees to allot residential Flat No. 1703 with
	admeasuring 985 sq. ft. (carpet area) on the 17th floor, more particularly w
	described in the Third Schedule hereunder written and delineated on the floor
	plan thereof, hereto anneved and an international delineated on the floor
	Name Helios ("the said to use Annexure - C of Building
	the Second Schedule hereunder written being
	the Second Schedule hereunder written, being constructed on a portion of the
	land bearing Survey No(s) 59, 57/1, 57/2, 57/3B, 58/1A, 58/1B, 58/2 situated at Village Bhokarpada, together with right to use
	Village Bhokarpada, together with right to use common areas and facilities (common areas and facilities are more partial).
	(common areas and facilities are more particularly described in the Fourth
	Schedule hereunder written for the consideration of Rs. 6076200 /-
	(Rupees Sixty Lakh Seventy Six Thousand Two Hundred
	only).
	The second of th
	(b) Right to use car parking
	(b) Right to use car parking space/s in the basement/ podium/ spift of
	(The Flat No. 1702)
	and AL-
	basement/podium/stilt of the said building are hereinaften to lie to as "the said premises").
	premises).
	The consideration as aforesaid in the
	and facilities pertaining to the said promise.
	and facilities pertaining to the said premises and the said building and to
	separate consideration is payable in that regard by the Allottee to the Developer.
	(c) The specifications, fixtures fitting
-	(c) The specifications, fixtures, fittings and amenities to be provided by the
i	Developer in the said building and pertaining to the said premises are specified  in Fifth Schedule hereunder written. The All the said premises are specified
5	in Fifth Schedule hereunder written. The Allottee of the said premises has satisfied himself/herself/itself about the first said premises has
	satisfied himself/herself/itself about the fixtures fittings emenites and
	Marat 91406 22

specifications agreed to be provided by the Developer and shall not raise any objection in respect thereof, hereafter.

(d)	Out	of	the	aforesaid	aggregate	considerat	ion of
Rs	6,07	6,20	20	/-			(Rupees
Six	ty lat	chs	event	Six Thou	sand Tw	o tund	red.
only)	, ;	a	sum	of Rs	1,110,97	-6/-	(Rupees
Ele	nen				d Nive tu		rentonly)
the A	Allottee	has pai	d to the	Developer on o	or before exec	ution of this A	greement
and Fo Th	the rtif N	balan ine l	ce sur <u>akh.</u> only) sh	m of Rs. Sixはご行い all be paid b	4,965,2 ME Thouse the Allottee in Sixth Scheen	ind Two f	(Rupees
It is	agreed	betwe	en Deve	loper and the	Allottee that	the Allottee r	mav make
payı	ments at	t any ti	me prior	to the due d	ate set out in	the sixth sche	dule It is
here	by furth	ner agre	ed betw	een the Partie	s hereto that t	ime for the n	nument of
eaci	of the	instalm	ents as	set out in sixth	schedule her	eunder writte	en shall be
the	essence	of the	contract.				

(e) In the event the Allottee shall commit default in payment of any of the installments of the consideration on due date, the Developer may, at its own option, accept the payment of the defaulted installment on the Allottee paying to the Developer interest on the defaulted installment @ 18% p.a. for the period for which the payment has been defaulted, subject, however, that such default shall not extend beyond the period of 60 days.

(f) If the Allottee still fails to pay any installment upon expiry of the period of 60 days as above, then the Developer without prejudice to other rights and remedies shall be entitled to terminate this Agreement by written—notice addressed to the Allottee and in that event an amount equivalent to 17.50,% of the consideration or amount paid till then by the Allottee to the Developer shall stand forfeited to the Developer and the balance amount shall be refunded by the Developer to the Allottee without any interest, compensation or claim for any damage or cause, charges and expenses within a period of 30 days from receipt of notice of termination and the Developer will be entitled immediately thereafter to allot the said premises to any other intending Allottees.

2. (a) The Developer shall construct the said building on the said land in accordance with the sanctioned plans, designs, specifications approved by the concerned Authority and shall, after obtaining Occupation Certificate, give possession of 9900

- Non-availability of steel, cement, other building materials or labour;
- ii) Non-availability/shortage of water or electric supply;
- War, civil commotion, strikes of workmen, labourers or other persons, transport strike or act of God, irresistible forces or reasons beyond control of, or circumstances unforeseen by the Developer;
- Any legislation, notice, order, rule, circular, notification of the Central/State Governments or any local body or authority or any court order or injunction of stay of prohibitory orders of the court or any directions issued by any court, tribunal of authority;
- v) Delay on the part of the concerned authorities in issuing Occupation Certificate;
- Force majeure or any other reasons beyond control of the Developer, which may prevent, restrict or interfere or delay the construction of the buildings; and
- vii) Any other forces or reasons beyond control of the Developer.
- (b) The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement, if such performance is prevented, delayed or hindered by any act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability or procure or general shortage of energy, labour, equipment, facilities, materials, or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) or any litigation concerning the said land or any portion thereof, not within the reasonable control of the Developer.
- On completion of building the Developer may get insured the said Building for one or more perils like fire, flood, earthquake, riots and civil commotion, militant action etc. on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the Developer but contents inside each flat shall be insured by the Allottee(s) at his/bet/lits-own cost. The cost of insuring the building structure shall be recovered from the Allottee(s) as a part of total Maintenance Charges and the Allottee(s) hereby

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agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any flat or any part of the Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

As soon as the said Building is notified by the Developer as complete and the Developer has obtained Occupation Certificate and offered possession of the said Premises to the Allottees, the Allottee of the premises in the said Building (including the Allottee herein) shall pay to the Developer the respective balance consideration and all of the amounts payable under this Agreement within 15 days on receipt of such notice served individually. If any of the Allottees fail to pay the balance consideration or the amount payable as demanded by the Developer, the Developer will be entitled to cancel the allotment and terminate this Agreement, and upon such termination, an amount equivalent to 17.50 % of the consideration or amount paid till then by the Allottee to the Developer shall stand forfeited to the Developer and the balance amount shall be refunded by the Developer to the Allottee, but without any interest, compensation, damage or cost, within 15 days of such termination, and upon such termination the right of the Allottee shall cease to exist and the Developer shall be entitled to allot the premises to any other intending allottees.

5. On handing over actual, vacant and peaceful possession of the said Premises by the Developer to the Allottee/s, the Allottees shall have permanent exclusive beneficial right to use, occupy and possess the said premises / flat in the manner they may deem fit and proper without any recourse to the Developer However, the same is subject to the provisions of this agreement and subject to value of the said Co-operative Housing Society / Limited Company Body Corporate

6. The Allottee is aware that the allotment of the said Premises is subject to Special Economic Zone Act 2005 and the rules made thereunder and the modifications thereto from time to time. It is further agreed by the Allottee that if the SEZ Authority cancels or withdraws the approval for construction of the said building or any of the buildings under Phase I of the development or otherwise modifies the plan substantially to which the Allottee is not agreeable, then in that event, this Agreement shall stand terminated and the respective parties shall beautheir costs, charges and expenses incurred by them respectively, and thereupon the

Developer shall be bound to refund the entire consideration without interest and also any other sum or sums of money paid by the Allottee to the Developer under this Agreement within 120 days of the intimation in writing of the termination of the Agreement, and if same is not paid within the stipulated time, then the Developer shall be liable to pay interest thereon @ 9% per annum from the date of default till payment.

- The Allottee hereby confirms that the Allottee shall enjoy beneficial right to use, 7. occupy and possess the said premises in the manner mentioned hereinabove and that the ownership of the property, shall always belong to the Developer, subject to the leasehold interest to be created therein by the Developer under the Lease Deed proposed to be executed as above, in favour of the Society/Limited Company/Body Corporate and the Allottee and alongwith other Allottees shall not claim any right as a lessee under the Lease Deed, except that such right shall be exercised and claimed only by the Society/Limited Company/Body Corporate. Reversionary right in respect of the said land shall always vest in the Developer. The Allottee shall not be entitled to claim any right in the area demarcated for the Non-Processing Area, including all the structures standing thereon and shall have no right of access thereto. The rights of the Allottee under this Agreement shall be restricted to the said premises together with right to use the common areas and facilities pertaining to the said building jointly along with other Allottees of the premises in the said building.
- The Developer, if and only when required by the concerned authorities or 8. compelled by occurrence of any event or circumstance, from time to time shall be entitled, subject to the approval of the concerned authorities vary and/or alter the Building plan in respect of the construction under Phase I for the buildings on the said land and also building plans in respect of construction of one or more additional building to be constructed on the said land save and except building plans sanctioned for the building. As a variation, amendining and/or alteration in the layout plan, the Developer may construct additions wings, additional floors and/or any additional construction in the building or buildings now under construction, or to be constructed hereafter, and the Developer may also construct additional structures on the said land, as may be permitted by the concerned Authorities, without in any way adversely affecting the said premises agreed to be allotted to the Allottee. The Allottee hereby irrevocably agrees and gives his/her/its/their consent to the Developer for carrying out such amendments, alterations, modifications and/or variation to layout plan or the building plan for construction of additional struct additional floors or additional buildings on the said land as

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Allottee hereby also gives his/her/its/their irrevocable consent to the Developer for developing the said land in such phased manner as may be determined by the Developer even after the Developer has given possession of the said premises to the Allottee for such modification to the plans, construction of additional floors, construction of additional buildings, subject to the sanction by the concerned authorities. The Allottee shall not claim any damages from the Developer for any noise due to the additional construction in the phased manner on the said land or any other inconvenience suffered by the Allottee due to such development/construction. The Allottee shall extend all assistance that the Developer may require from time to time after the Developer has delivered possession of the said premises, but at the cost and expenses of the Developer, so as to enable the Developer to complete the development of the said land in phased manner, as may be determined by the Developer. The Allottee hereby expressly consents to such changes in the common areas and facilities and hereby expressly authorises the Developer to increase or decrease the share therein.

9. The Allottee hereby agrees to pay to the Developer the following amounts within a period of 21 days from the date of notice, and in any event, before taking possession of the said premises:

i)	Rs
ii)	Rs. 10 mo /- towards expenses for permission and registration of
	the Society/Limited Company/Body Corporate amongst the Allottees of
	the premises in the said building;
iii)	Rs
iv)	Rs. 75,000 /- towards expenses for installation of the electrical
	meter/water meter and electric connection/water connection charges a
	any other charges levied by the local body or authority.
v)	Rs
vi)	Rs. 92,730 /- towards advance maintenance for proportionate
	share of taxes and other outgoings;
vii)	Rs
viii)	Rs. 70,250 /- towards infrastructure charges @ Rs. 50 /- per
	sq. ft. in respect of premises;
ix)	Rs
x)	Rs
	Developer for the maintenance of the building, until the maintenance
	and management of the said building is handed over to the
	Society/Limited Company/Body Corporate;
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- xi) Rs. 75 100 /- towards Club Membership; and
- xii) VAT and Service Tax (if any, levied) shall be payable by the Allottee to the Developer under the provisions of the applicable law.
- 10. (a) The Developer shall within six months from completion of any one or more buildings and/or obtaining Occupation Certificate in respect of any Building that will be completed, form a Co-operative Society/Societies / Association or Company/Companies under the Companies Act, 1956 or any other body corporate and grant lease of the property to such Society or Company/Companies/Body Corporate and execute lease of the property in favour of the Society or the Limited Company/Body Corporate;

(b) After completion of the entire development work under Phase I in its entirety and exhaustion and utilisation of the entire development potentialities and receipt and realization of all dues from the Allottees of the premises in the building constructed under Phase I, the Developer shall take steps to execute the lease deed and register the same and thereby demise the said land and the said building along with one or more building/buildings constructed under Phase I in favour of the Society/Limited Company/Body Corporate. Ownership and title to the said land shall always remain with the Developer. The Society/Limited Company/Body Corporate shall be the lessee and shall have only leasehold interest in the entire property in case one Society/Limited Company/Body Corporate is promoted, or a portion thereof, in case more than one Society/Limited Company/Body Corporate are promoted as may be decided by the Developer. The lease shall be for a period of 99 years without any premium for transfer by way of perpetual lease, subject to enewal of the lease further period of 99 years. All future FSI and development rights in tespects land demised in favour of the Society/Limited Company/Body, Corporate shall always vest with the Developer as the owner of the said land together with the Building/s and the Developer shall be entitled to consume the additional PSI whatsoever that may be permitted under the Development control Rules at present and in future by constructing additional floors to the said building or any other buildings constructed on the said land and shall be entitled to allot to the future allottees and admit such allottees as members of the Society/Limited Company/Body Corporate.

(c) The Deed(s) of Lease to be executed in terms of clause 9(b) above shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Developer in its sole, absolute and unfettered discretion, and

also to enable Developer to unrestricted and unobstructed completion of the Project, including the following:

- (i) Covenants which shall run with the land/buildings and which shall be binding upon the Allottee(s) and Allottee(s)'s heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Society/Limited Company/Body Corporate;
- (ii) Covenants for right of way/access, if any, given and granted or to be given and granted to and in favour of the owner/s and/or occupiers of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the land earmarked for Non-processing Area or any part thereof and/or to any other building/structure within land earmarked for Non-processing Area or any part thereof; and
- (iii) Specific and/or general indemnities in favour of the Developer.
- (d) The Allottee hereby covenants with the Developer to sign, execute the application for formation and registration of the Society/Limited Company/Body Corporate, including the bye-laws, rules, regulations for the proposed Society/Limited Company/Body Corporate within 10 days of the date of receipt of intimation by the Developer. The Allottee shall be bound to sign all the papers, documents, forms, writings, deeds, etc. as may be required by the Developer, from time to time.
- The Developer hereby reserves its right to allow Telecommunication Companies 11. to use the open spaces, or top terrace or any other portion of the building and/or the said land, in such manner, as it may deem fit and proper ind installation of its machinery, etc. The said right shall contique to subsist after execution of lease or assignment of the said land in facour of the Society/Limited Company/Body Corporate. If any municipal rates, taxes cesses, assessments are imposed on the said land due to such installations of machinery by telecommunication company put up on the open spaces or terraces or any other portion of the said land, the same shall be borne and paid wholly by Developer and/or the holders of such rights. The Developer and/or the holders of such rights shall be exclusively entitled to the income and profits that may be derived by way of consideration, rent/ compensation or in any other form received from telecommunication company or from any one on account of installation of any machinery as aforesaid at any time hereafter. The Allottee will not object to the same for any reason whatsoever and shall allow the Developer, its nominees, agents, servants, contractors, etc., o enter into the for the purpose of putting and/or preserving. and/or maintaining ar

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removing the machinery installed, the advertisement and/or hoardings installed. The Developer shall be entitled to transfer or assign or license such right to any person/s whom it may deem fit (hereinafter referred to as "the holder of such rights") and the Allottee or the Society/Limited Company/Body Corporate shall not raise any objection thereto.

(a) The Developer will, at all times, be entitled to install the logs and/or name boards and/or put advertisements boards/hoarding etc. of the Developer and/or its Group Companies (hereinafter referred to as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the building therein including, on open space/s, the terraces of the building and/or any parts of the building, it so desires at its own costs and expenses. The Developer and/or its Group Companies will not be liable to make any payment of any nature to the Society/Limited Company/Body Corporate in respect of the said displays.

(b) The Developer and the occupant/s of the various flats in the building and the Society/Limited Company/Body Corporate, as the case may be, shall not change or remove the displays and /or communication equipment so installed under any circumstances and shall give to the Developer and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain, repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of the said building for ingress or egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction of hindrance is caused in the operation thereof. The Deed of Lease of any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Allottee expressly consents to the same.

(c) The Developer has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said land or the building being constructed thereon or any part thereof and to receive and appropriate for its own use and benefit the fees, compensation or charges in respect thereof. The Allottee shall not obstruct or interfere with the said rights of the Developer in any manner whatsoever

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- 13. The Allottees and their transferees and assignees as permitted by the Developer, into whose hands the said premises may come, doth hereby covenant with the Developer as follows:
  - a) To use the said premises for residential purpose only and shall not use for commercial or any other purpose strictly in conformity with the bye-laws' of the Society/Limited Company/Body Corporate and the provisions contained under SEZ Act and the rules made thereunder and all other applicable laws;
  - b) To maintain the said premises at the Allottees' cost, in good and tenantable condition from the date on which possession of the said premises is handed over by the Developer, and not to do or suffer to be done anything in or to the said premises are situated and also to the staircase, common passages and other common areas and facilities, which may be against the rules, regulations or bye-laws of the local body or authority or change or alter or make addition in or to the said premises;
  - c) Not to store in the said premises any goods, which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the said building, or storage of which is objectionable under the law and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure in the said building, including entrance, and in case damage is caused to the said building or the said premises on account of negligence or default on the part of Allottee in this regard, the Allottee shall be liable for consequences of such breach;
  - d) Not to demolish or cause to be demolished the said premises or any part, thereof, nor at any time to make or cause to be made any addition or structural alteration in the said premises or in the elevation of the said building, and to keep sewers / drains pipes in the said premises appurtances thereto in good and tenantable condition and the Allottee shall not chisel, or in any manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the said premises;
  - Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said land from the said building;

f) To bear and pay proportionately all future increase in the local taxes, water charges, insurance premium and other levies, if any, which are

imposed by the concerned local authorities and/or government and/or the public authority from time to time;

- Until the formation and registration of the Society/Limited g) Company/Body Corporate amongst the Allottees of the said building alongwith other buildings as the case may be the Allottee shall not let, sub-let, transfer, transfer, assign or part with interest or the benefit of this Agreement, or part with possession of the said premises without prior written permission of the Developer. Such permission will be given by the Developer only if all the amounts payable by the Allottee to the Developer under this Agreement are fully paid and only if the Allottee has not been guilty of breach of, or for non-observance of any terms and conditions of this Agreement. The Developer shall not charge any premium on the first transfer of allotment by the Allottee for granting such permission. All subsequent transfers of allotment until the formation and registration of the Society/Limited Company/Body Corporate shall be subject to the premium payable to the Developer at such rate as may be determined by the Developer;
- h) To allow the Developer and its surveyors, agents, representatives with or without workmen and others at all reasonable times to enter upon the said premises or any part thereof for the purpose of repairing any part of the said building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or used for the said building and other services in the said building;
- Not to do or permit to be done any act or any deeds which may render void and voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said building;
- Not to alter or affix grills from outside of any windows or at any place which affects the structure, façade and/or elevation of the said building in any manner whatsoever;
- Not to affix air conditioners at any other place other than those earmarked for fixing such units as not to affect the structure, façade and/or elevation of the said building;
- Not to make any structural alteration in the said premises or shift or alter the position of either the kitchen, bathrooms or plumbing system, the piped gas system or the toilets which would affect the drainage system of the said building in any manner whatsoever;
- m) Not to enclose any deck and balcony of the said premises:

- Not to change, alter or modify the lift landings and lift lobbies outside the said premises;
- o) Not to change, alter or modify the main doors of the said premises;
- p) To obtain statutory approvals from the concerned authorities and submit statutory approvals and approved plans to the Developer for any interior works/renovation to be undertaken in the said premises without which the Developer shall not grant its permission;
- q) To insure the said premises from any loss, theft, damage caused due to human intervention and due to any act of God including earthquake, floods, riots or any other natural calamity, act of enemy, war or other causes beyond control of the Developer during the course of interior works for which the Developer shall not be responsible;
- To ensure safety of the workers carrying out the interior works in the said premises from any accident, loss or damage;
- Not to use the passenger lifts in the said building for carrying any heavy or bulky packages to and from the premises and not to cause any damage to the lifts, staircases, common passages, refuge areas or any other part of the said premises or the said building;
- To observe and perform all the rules, regulations and bye-laws of the Society/Limited Company/Body Corporate and the amendments and alterations thereto made from time to time for protection and maintenance of the said building and the said premises. The Allottee shall observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Body Corporate for use and occupation of the said premises and shall pay and contribute regularly and punctually all proportionate payments towards taxes, expenses and other outgoings in accordance with the terms of this Agreement and in accordance with the rules and bye-laws of the Society/Limited Company/Body Corporate up To observe and perform all terms, conditions and covenants to be
- observed and performed by the Allottee as set out in this Agreement

  To pay all balance consideration in installments as and when the

installments become due and payable as more particularly specified in Sixth Schedule hereunder written;

14. Notwithstanding the restriction on transfer of the said premises contained in clause 12 g) above until the Society/Limited Company/Body Corporate is formed, the Allottee shall have right to mortgage the said premises in favour of any Bank or Financial Institution against the security of the said Premises to raise finance for payment of the consideration for the said Premises to the Developer, with prior written consent of the Developer, which consent shall not be unceasonably

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withheld by the Developer. The Developer shall execute such undertakings as may be necessary in favour of the Bank/Financial Institution for accepting the Security of the said Premises.

- 15. It is clarified that the Developer shall not be required to give notice to the Allottee for making payments to the Developer on installments due, and want of notice give notice shall not be pleaded as an excuse for non-payment of any amount or amounts due on the respective due dates or events, save and except in cases, where notices are required to be given by the Developer under this Agreement;
- Till the Society/Limited Company/Body Corporate is formed the Allottee shall pay to the Developer adhoc monthly contribution as may be decided by the Developer for the period of 24 months in advance @ approximately Rs.2.75/- per sq. ft. per month after the date on which the said premises is offered for possession by the Developer. Thereafter, the Allottee shall regularly pay to the Developer such adhoc monthly contribution as may be determined by the Developer from time to time on or before 5<sup>th</sup> day of each month and every month towards his/her/its provisional proportionate share of monthly outgoings and expenses in respect of the said premises. The Allottee shall pay such amounts to be collected in advance by the Developer being the adhoc amount payable for a period of 24 months and shall continue to pay such amounts till the Society/Limited Company/Body Corporate is formed within 21 days of the receipt of the notice issued by the Developer in that behalf.

The Allottee shall pay such amounts, deposits and outgoings fixed provisionally by the Developer and the Allottee shall be bound to pay the same After execution of the lease in favour of the Society/Limited Company/Body Corporate, such amount shall be payable as may be fixed by such Society/Limited Company/Body Corporate. The surplus amount lying with the Developer collected from the Allottees of the premises in the said building, if any, to meet the above expenses, shall be handed over to the Society/Limited Company/Body Corporate. If the amount of the adhoc monthly contribution fixed by the Developer is found to be short, the Allottee shall pay to the Developer, on demand such amount remaining due and payable. All monies paid by the Allottee are adhoc and no account of the same shall be given by the Developer to the Allottee;

17. In the event the Allottee fails to make payment of the outgoings, including the taxes, maintenance charges as mentioned herein, the Developer shall be entitled

to levy interest @ 18% per annum on the defaulted payment for realisation, provided however, that such default shall not continue for more than 60 days. If the default continues for more than 60 days, the Developer without prejudice to other rights and remedies shall be entitled to cancel the allotment and terminate this Agreement by written notice addressed to the Allottee and in that event an amount equivalent to 17.50 % of the consideration or amount paid till then by the Allottee to the Developer shall stand forfeited to the Developer and balance amount paid by the Allottee to the Developer shall be refunded by the Developer to the Allottee without any interest, compensation or claim for any damage or cause, charges and expenses within a period of 30 days from receipt thereof and the Developer will be entitled immediately thereafter to allot and/or allot the said premises to any other intending allottee.

- 18. The Deed of Lease in favour of the Society/Limited Company/Body Corporate and other documents necessary shall be prepared by the Advocates/Solicitors of the Developer and the same will be in conformity with the covenants and conditions, and the right retained or reserved by the Developer as contained in this Agreement.
- 19. The Developer has informed the Allottee and the Allottee is aware of and has agreed without prejudice to the right of the Allottee in relation to the said premises, the following rights of the Developer relating to FSI and/or TDR:
  - (a) The Developer for all times in future as Owner of the land, shall be entitled to use and/or consume FSI and/or TDR as the case may be or other benefits and/or advantages of any nature whatsoever on the said land or any other part of the said larger land and similarly, shall be entitled to use and consume FSI and/or TDR or other benefits and/or advantages of any nature whatsoever, of the said land, or any other properties, in such manner, and in such duration, as the Developer, in its absolute discretion shall think fit and proper. The Allottee shall not take any objection for the aforesaid and/or has given his irrevocable consent in writing to the Developer;
  - (b) The Developer shall be entitled to consume such FSI as may be available in respect of the said land or any part thereof at present and for all times in future, including TDR generated from outside and also including on account of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the FSI on account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Developer-free of

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all costs, charges and payments and the Developer shall always be entitled to utilise, construct and dispose of in their own right, any balance FSI or any additional or increased FSI and the rights of the Allottee shall always be subject to the paramount rights of the Developer mentioned herein;

- (c) The Developer shall be entitled to consume additional and/or balance FSI now available or which may hereafter become available, at any point of time under D.C. rules or by reasons of any special concession being granted by the MIDC or any other authorities including FSI or TDR available in lieu of any acquisition or requisition or reservation or D.P. Road set back, reservations slum, heritage, etc. and shall also be entitled to receive any benefit including monetary benefit or compensation as may be payable by the authorities or any other person in such respects;
- (d) In the event that any additional FSI or TDR or floating FSI or similar right (whatever be its nomenclature) shall become available in respect of the said land at any point of time in the future, the same shall continue to belong absolutely to the Developer, who shall be entitled to take advantage and/or benefit of such FSI or TDR and use or apply or consume the same on or in respect of any other property, on the said land or otherwise and the Allottee herein shall not claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (e) The Allottee by himself/herself/itself/themselves and/or as a member of the Society/Limited Company/Body Corporate shall not raise any claim, demand, objection or hindrance to the use and consumption and disposal of the said FSI and/or TDR or any such building/s constructed by utilizing such FSI and/or TDR at any time hereafter in any manner whatsoever;

(f) The said FSI and/or TDR shall be utilised by the Developer without and consent of the Allottee;

(g) The Developer shall be entitled to make the said FSI and/or TDR available to any party or person, for such use as the Developer may, in its absolute discretion, deem fit and proper;

(h) The Developer shall be entitled to transfer and/or assign the benefit of such FSI and/or TDR or any other rights of the said land to any person or persons of its choice and to him or them to use and/or consume the same on the said land and shall be entitled to all the rights mentioned hereinabove.

20. The Allottee (s) also agrees to the following conditions:

(i) If, after the date on which Allottee(s) has taken possession of the Flat, any damage due to wear and tear (except the defects in construction, which shall

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be corrected by the Develop at its cost as provided in clause 20 hereinbelow) of whatsoever nature is caused to the Flat, neither Developer nor its contractor will be held responsible for the cost of reinstating or repairing the same and that Allottee (s) alone will be responsible for the same.

- (ii) The Allottee shall have right to carry out renovation/interior works to the said Premises.
- (a) Before carrying out the interior works in the said Premises the Allottee(s) should give Developer in writing, the details of the nature of interior works to be carried out and take Developer's written permission for the same.
- (b) Developer will have a right to inspect and satisfy about the nature of interior works during the course of execution of the said works and thereafter. If after such inspection Developer find that the nature of such works will be harmful to the building or to the owners of other flats, then Developer will have the right to stop such interior works.
- (c) The Allottee(s) shall ensure that no portion of his/her/their floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Premises whereby any floor below or above develops cracks or leaks.
- (d) Allottee(s) will ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by Developer or its Contractor for the same and the same will be cleared by the Allottee(s), on a daily basis and this should at no cost cause any nuisance or annoyance to the other owners of flats. All cost and consequences in this regard will be to the account of Allottee(s).
- (e) Developer shall not be responsible for any leakage, breakage or any additions or alterations or any repairs to building carried out by Allottee(s) after obtaining possession of said Premises by Allottee(s).
- (f) Allottee(s) will ensure that the contractors and workers engaged by Allottee(s) during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, waste water line or soil line, which may block the free flow of down take waste water, thus resulting in perennial choking and leakage.
- (g) All material brought to the Flat/site for carrying out such interior works will be at the sole cost, safety, security and consequence of the Allottee(s) and that Developer will not be held responsible for the same.
- (h) If during carrying out of such interior works any workmen sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by the Allottee(s) by providing at his own cost, including proper medical care and attention and that Developer will not be held responsible.

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for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee(s) alone.

- (i) If during carrying out of such interior works, if any of Allottee(s)'s workmen misbehave or is found to be in a drunken state then the said workmen will be removed from the site forthwith and will not be allowed to re-enter the site again.
- (j) The Allottee(s) must extend full cooperation to Developer and contractors of Developer and ensure good governance of such works.
- (k) The Allottee(s) must ensure that common passages/walkways are not obstructed or damaged during the course of carrying out such works or thereafter forever.
- (I) No external or elevation changes/modifications of whatsoever nature will be permitted to be carried on by Allottee(s).
- (m) The Allottee(s) will abide by all regulations and requirements of Developer and contractors of Developer in this regard, which are all of for common good and in no way cause any nuisance value to the owners of other flats.
- (n) The Allottee(s) will not change or alter the design of the grills provided by Developer at any point of time.
- (o) The Allottee(s) shall not make any structural alterations in the Flat (including without limitation to chisel of pillars, columns or beams or change in the floor or the ceiling of the Flat) which would affect the safety and stability of the said Building.
- (p) The Allottee (s) shall not extend its windows or increase any floor space by enclosing any balconies or overhanging legers above windows: challast or make any installations or additions to the said Premises. which projects or extends beyond the said Premises or make any change to the said Premises, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Developer or defract from the uniformity and aesthetics of the said Building, which exists at the time at which the Developer hands over possession of the Flat to the Allottee(s).
- (q) The Allottee shall abide by all other instructions issued by the Developer relating to the maintenance of the décor/façade of the building and also guidelines that may be issued by the concerned authorities relating to the use of Non-Processing Area.
- 21. The said building shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement, and if any defect in the said premises/said building or material used, structural defect or if

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any unauthorized change in the construction is brought to the notice of the Developer within a period of three years from the date of handing over possession, it shall wherever possible be rectified by the Developer at its own cost.

The Developer, if so desires, shall be entitled to create security on property by 22. availing of the loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the said premises allotted hereunder. The Developer shall be entitled and be at liberty to sign Mortgage Deeds, Loan Agreements and other documentations whether legal or in English form or by way of deposit of title deeds, save and except the said premises, provided that the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amounts with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Developer to raise such financial facilities against security of the said building/buildings and other structures constructed/ construction/proposed to be constructed and mortgage the same with the banks/financial institutions as aforesaid. The consent granted hereunder is on express understanding that any such loan liability shall be cleared by the Developer at its own expenses before the property is leased to the Society/Limited Company/Body Corporate.

As Owner of said land, the Developer reserves in its favour and in favour of all others authorised by the Developer, unfettered right for full, free and complete right of way and means of access over, along and under all the accesses and the common right of way to the property at all times by day and night for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles, horses and other animals and also to lay and connect drains, pipes, cables and other amenities in the property and in such manner as the Developer may deem fit and necessary for the full and proper use and enjoyment of the said land and the said building and also the right to use the common with the Developer of the flats and other spaces in the said building, any recreational amenities and/or recreational areas which may be provided by the Developer in respect of the said building, whether before or after the transfer by way of lease in favour of the Society/Limited Company/Body Corporate.

24. Failure of either party to perform any provisions of this Agreement shall not affect such part's right to full performance thereof at any time the callet, and

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any waiver by either party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.

- 25. Each party shall bear their own Advocates & Solicitors costs and charges. Stamp duty and Registration charges on this Agreement shall be borne by the Allottee/s alone and the Developers shall not be liable to bear, pay or contribute any amounts for the same or for any other purposes other than as specified herein.
- 26. All notices/intimations to be given in writing by the parties hereto shall be by courier or by fax or by email. The respective addresses/fax nos. and email ID of the parties are as follows:-

In case of Developer:

M/s. Sunny Vista Realtors Pvt. Ltd.,

Address:

Sigma, 6<sup>th</sup> Floor, Hiranandani Gardens, Powai,

Mumbai 400076

Attn:

In case of Allottee

Address: (As shown in title)

- 27. Such notices/intimations by one party shall be deemed to have been received by the other party if sent by hand delivery when copy thereof is acknowledged by the recipient and in case of same being sent by fax or email, on transmission thereof by the party.
- 28. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Developer or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the remedies of the Developer
- 29. The Developer shall lodge this Agreement for registration soon after execution thereof. The Developer or its representative/s and the Allottee will attend the office of the Sub-Registrar and admit execution thereof.
- 30. All costs, charges and expenses in connection with the preparation, engrossing, stamping and registering this Agreement and any other documents required to be executed by the Developer or by the Allottee including stamp duty and registration charges on lease deed for lease of the property in favour of the Society/Limited Company/Body Corporate as well as the entire professional

costs of the Advocates of the Developer in preparing and/or approving all such documents shall be borne and paid by the Society/Limited Company/Body Corporate or proportionately by the members of such Society/Limited Company/Body Corporate. The Allottee shall, on demand, pay to the Developer his proportionate share in regard to the said costs, charges and expenses.

- 31. This Agreement is executed in two parts. All stamp duty and registration charges on this Agreement shall be borne and paid by the Allottee. The original stamped Agreement will be retained by the Allottee and duplicate thereof shall be retained by the Developer.
- 32. It is agreed by and between the parties hereto that this Agreement shall supersede all other prior communication (oral or written) between the parties hereto prior to the date written herein.

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# THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of land admeasuring 14.58 Hectares earmarked for development of Non-Processing Area to be used for development by construction of residential buildings under Phase I)

All that piece and parcels of land bearing Survey Nos. 30/2(Part), 30/1B (Part), 24/1A, 25/3 (Part), 29/4 (Part), 28/3, 28/2, 28/1, 61/1 (Part), 62 (Part), 68(Part), 69 (Part), 74/4B (Part), 59/1, 57/1, 57/2, 57/3B, 58/1A, 58/1B, 58/2, 54/2A (Part) and 57/4 situated in village Bhokarpada, Taluka Panvel, District Raigad.

# THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Building)

being constructed on some portion of land Building Name \_ Helias bearing Survey No(s) 59/1, 57/1, 57/2, 57/3B, 58/1A, 58/1B, 58/2 in village Bhokarpada, Taluka Panvel, District Raigad.



# THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the premises and car parking spaces)

BHK Apartment No. 1703 on floor 17th of the building admeasuring 983 sq. ft of carpet area being constructed on some portion of land bearing Survey No(s) 59/1, 57/1, 57/2, 57/3B, 58/1A, 58/1B, 58/2 in village Bhokarpada, Taluka Panvel, District Raigad

Car Parking Space(s) earmarked in the basement/podium/still by the Developer

# THE FOURTH SCHEDULE ABOVE REFERRI

(List of common areas and facilities)

- 1. Aesthetically designed swimming pool (Part of Club House in Township)subject to the regulation of Statutory Authorities
- Landscaped Garden
- 3. Gymnasium (Part of Club House in Township).
- 4. Indoor games area with Pool Table, Table Tennis, Caroms and Chess (Part of Club House in Township).
- 5. Children's play area.
- 6. Common rest room and toilet for the servants/ maid-servants.
- 7. Servants' Toilets.
- 8. Power back up for lifts, water pump and selective common area lights t
- 9. Separate mail-box for each apartment at a suitable place.

# THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specifications and Amenities to be provided in the Building and the Premises)

- A. SPECIFICATIONS OF AMENITIES/ FACILITIES THAT ARE COMMON TO THE BUILDING/BLOCK:
  - 1 The setback areas (open space around the BUILDING/BLOCK) will be suitably paved according to the Architect's advice,
  - 2 A security booth will be located at an appropriate place.
  - 3 Staircase and corridor area flooring will be provided as per the Architect's
  - 4 Handrails of staircase and corridor will be as per the Architect's design.
  - 5 Lighting will be provided in the common open area and in car park area.
  - 6 Few 5 amps socket in some select places in the car park to use vacuum
  - 7 Underground sump will also be provided as additional source for water storage.
  - 8 This BUILDING/BLOCK is situated in a non-sewered area, hence the disposal of sewer and waste water will be by Sewer Treatment Plant located in the township.
  - 9 Potable water as per CPHEEO / WHO standards will be supplied to the building / block.
  - 10 Name boards bearing the name of the BUILDING/BLOCK, and the Developer will be fixed in a suitable place.

## **B. SPECIFICATIONS OF CUSTOMER'S APARTMENT**

Structure	RCC frame structure with brick/block masonry will be provided.
Roof	All roofs will be waterproof
Main Doors	Polished 45 mm thick flush door shutters with veneer on both sides will be provided.
Toilet Doors	There would be a 30mm thick flush door.
Other Internal Doors	A wooden frame with 30 mm thick frame door:
Windows	Powder coated aluminum windows with clear glass/ tinted glass.(Sliding/Swing Type)
Flooring	Compressed Marble in Living and Dining and Vitrified tiles in all other rooms. The toilets and kitchen will be provided with Vitrified tiles or a better option.  vitrified tiles will be provided in the Balcony/Deck Areas ( if applicable)
Kitchen	Granite Kitchen platform top sandwiched platform of 2 ft. will be provided.  Stainless Steel sink will be provided.2 ft. high vitrified tile dado will be provided.  Provision for geyser and water purifier (electrical and Plumbing connections.)
Bathrooms	There would be glazed tiles on the walls up to a height of Tollets and the door top (approx. 7ft).  Branded European style WCs and washbasins will be provided branded CP fittings.  Provision for hot and cold water in the shower area. water heaters will be provided. All toilets will have concealed plumbing.

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Electrical	Concealed copper wiring with modular switches ELCB and MCB. Power supply would be 3 phase.
Elevator	Each core will have four lift's in 30 storied towers and two lifts in 11 storey.
Painting	All internal walls will have a GVP plaster finish with a double coat of acrylic distemper.
Meters	electricity meters (as applicable) will be provided to each residential unit and the cost of each will be recovered separately.
TV & Telephone	DTH TV & Telephone points will be provided in the living/dining areas and in all the bedrooms.
Flooring	Flooring for all common areas & staircases will be of Kota stone or equivalent.  The main entrance lobby would be a combination of marble and Kota.
Intercom	All residential units will be provided with an intercom system.



# THE SIXTH SCHEDULE ABOVE REFERRED TO

(Schedule of payments)

Stages when amount due	Amount Payable (in Rs. )
On Earnest	1,110,970)-
On Plinth	1,159,5101-
30 Installments of  Rs. 104 064 /- each and	3,121,920/
Installment of Rs	7
towards Payment for Slabs beginning Slab 1.	
On Possession	68,800/-
Consideration ( A)	पनवेल- 9 6,076,200
Other Charges Payable on Possession	
101	Wells and
Expenses for permission and registration of the Society/Limited Company/Body Corporate amongst the Allottees of the premises in the said building	10,000 -
Entrance Fees	-
Expenses for installation of the electric meter/water meter and electric connection/water connection charges, any other charges levied by the local body or authority	75,000/_
Development charges	4-4
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Advance maintenance for proportionate share of taxes and other outgoings	92,730  -
Corpus fund	
Towards infrastructure charges @ Rs.50/- per sq. ft. in respect of premises	70,250 -
For the common service amenities	-
Towards payment of the service charges to the  Developer for the maintenance of the building,  until the maintenance and management of the	dr. New rea
said building is handed over to the Society/Limited Company/Body Corporate	
Club Membership Charges	75,000 H
Other Charges (B)	322,980
Total (A+ B)	6,399,180/

IN WITNESS WHEREOF the parties hereto have executed this Agreement and duplicate thereof by the hand of their authorised signatories the day and year first hereinabove written.

Developer  SUNNY VISTA REALTORS PRIVATE LIMITED  by the hand of its Authorized Signatory  wilesh Baksh  duly authorised to under the Resolution of the Board of Directors passed at its meeting
held on 2 <sup>nd</sup> day of May, 2011 in the presence ) of
2.
SIGNED AND DELIVERED by the withinnamed ) Allottee Wehlat Harayan and Natra)  mural which has through PDA  warrangen Subramany and
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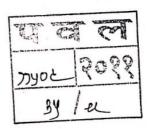
#### **Annexures**

- Title Certificate dated May 5, 2011 issued by M/s M. V Kini & Co. Advocates and Solicitors, Mumbai, certifying the title of the Developer to the said land as clear and marketable; (Annexure B)
- iii) Floor Plan of the flat agreed to be purchased by the Allottee; (Annexure C);
- iv) Property Card in respect of the land owned by the Developer (7/12 extract).

  (Annexure D)

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#### TO WHOMSOEVER IT MAY CONCERN

Ref: Legal Scrutiny Report in respect of piece and parcel of lands mentioned in ANNEXURE -"I" belonging to Sunny Vista Realtors Pvt. Ltd., having their Registered Office at 514, Dalamal Tower, Free Press Journal Marg, Nariman Point, Mumbai - 400 021.

We have gone through all the documents submitted before us and also the search taken by Mr. Badanand Karnik - Advocate, from the available and readable records in the concerned Sub-Registrars' Office in respect of the lands mentioned in ANNEXURE "I" hereto annexed. We have not noticed any irregularity in purchase of Agricultural lands by Sunny Vista Realtors Pvt. Ltd.

Sunny Vista Realtors Pvt. Ltd have also produced to us NA Permission issued by the Collector of Raigad under Reference No. REV/LN A-1(B) /SR-111/2009 dated 11<sup>th</sup> October, 2010 in respect of the lands mentioned in ANNEXURE —"I" confirming that the aforesaid lands are now available for Non-Agricultural use.

in view of the flow of Title in respect of the lands mentioned in ANNEXURE -"I", we are of the opinion that the title of Sunny Vista Realtors Pvt. Ltd. in respect of the lands mentioned in ANNEXURE -"I" hereto annexed is clear, good, marketable and free from all reasonable doubts.

We accordingly, certify that Sunny Vista Realtors Pvt. Ltd., who have purchased the lands mentioned in ANNEXURE -"I" hereto annexed, have a valid, clear and marketable title to the aforesaid lands.

Dated this 5th May, 2011

For M. V. Kini & Co.

(Anam Chaphekar - Sr. Solicitor)
ADVOCATES & SOLICITORS

End : As above

7)40F 3088

D N ROAD MARTON NEW DELHI ALLAHABAD BANGALORE CHANDIGARH HYDERABAD KOLKATA LUCKHOW PUNE



M. V. KINI & CO.

#### ANNEXURE -"I"

## SUNNY VISTA REALTORS PVT. LTD.

## SCHEDULE OF THE PROPERTY

All that piece and parcel of lands situated in Village Bhokarpada, Taluka Panvel, District Raigad, bearing following land details:-

Sr. No.	Survey No.	Survey No. Hissa No.			
	24	1A.	59.4		
1.	25	3	67.5		
2.	28	1	28.0		
3.	28	2	146.8		
5.	28	3	26.0		
6.	29	4	46.2		
7.	30	1B	235.0		
8.	30	2	198.5		
9.	54 .	2A	41.2		
10.	57	1	108.3		
11.	57	2	77.0		
12.	57	3B	51,0		
13.	57	4	36.05		
14.	58	- 1A	178:0		
15.	58	1B /	82.0 %		
16.	58	2 /	16.0m		
17.	59	. 1	219.0		
18.	61	1	A 1 103.4		
19.	62	0	113.6		
20.	68	0	241.5		
21.	69	0	57:4		
22.	74	4B	113.4		

Total <u>2275.2</u> Acres <u>56.88</u>

(Anant Chaphekar - Sr. Solicitor)

ADVOCATES & SOLICITORS

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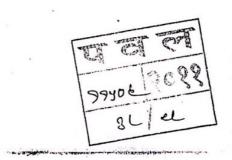
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(बांठिया ऑफसेट, पनवेल.)

# गांवचा नमुना सात (अधिकार अभिलेख पत्रक)

(महाराष्ट्र जमीन मॐसूल अधिकार अभिलेख व	नोंदवसा (तयार कराते व समितिक नेक्ले) िक्ल ०००००
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(बांठिया ऑफसेट, पनवेत.) गांवचा नमुना सात (अधिकार अभिलेख पत्रक) (महाराष्ट्र जमीन महसूत अधिकार अभितेख व नोदवहा। (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३. ५. ६. ७) गांव करपाउ भूमापन भूमापन भोगवटादाराचे नांव खाते क्रमांक ४८ भूधारणा क्रमांक/ क्रमांकाचा पद्धती (BCR) (A0B) गट क्र. उपविभाग 829) YV 2 **रियल** हरी कुळाचे नांव शेतीचे स्थानिक प्राः विः तर्मे संन्यालफ सागवडी योग्य ए. गु. हे/आर/प्रति 0-L2-e एकूण 0-12-6 (CO) एतर अधिकार - ५०८) पोटखराबा (तागवडी योग्य (878). (00) नसतेते) वर्ग (अ) वर्ग (व) एकूण 0-24-8 आकारणी सीमा आणि मुमापेत चिन्हे जुडी किंवा विशेष आकारणी 99908

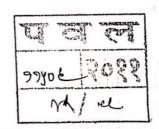
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(बांठिया ऑफरोट, पनवेल )

## गांवचा नमुना सात

(अधिकार अभिलेख पत्रक)

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख व नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३, ५, ६, ७) 👡 भोकरपाउ। तालुका पढावेल भूमापन भोगवटादाराचे नांव खाते क्रमांक ८० क्रमांक/ भूधारणा क्रमांकाचा पद्धती गट क उपविभाग (9908) (FE) 40 2 2 यर्नयालक शेतीचे स्थानिक कुळाचे नांव नांव राजेश यामचंद्र उल्हे तागवडी योग्य ए. गु. हे/आर/प्रति (200) 0-88-0 269 पक्ता ०-४९-० पोटखरादा इतर अधिकार -(लागवडी योग्य 205 नसलेले) 0-124-0 वर्ग (अ) वर्ग (व) एकूण 0-26-0 रूपये आकारणी जुडी किंवा विशेष आकारणी



## वांत्रचा नमुना नारा

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(बांठिया ऑफसेट, पनवेल.) गांवचा नमुना सात (अधिकार अभिलेख पत्रक) (महाराष्ट्र जमीन मरुसूत अधिकार अभितेख व नॉववज्ञा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३. ५. ६. ७) 77/an 24131 तालुका भूमापन भूमापन भोगवटादाराचे नांव क्रमांक/ गूधारणा क्रमांकाचा खाते क्रमांक गट क्र. पद्यती उपविभागं (CO) (CL8) (Geo) UE 30 9 शेतीचे स्थानिक व्हीस्ता रिञ्चलरस कुळाचे पीव नांव खंड तागवडी योग्य ए. गुः हे/आर/प्रति છ રહે एकूण पोटखरावा इतर अधिकार (लागवडी योग्य नसतेले) 669 99 HO वर्ग (अ) वर्ग (ब) एकूण 0-99-0 आकारणी । जुडी किंवा विशेष आकारणी

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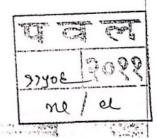
## गांवचा जमुना सात (अधिकार अभिलेख पत्रक)

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## गांवचा नमुना सात

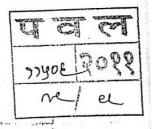
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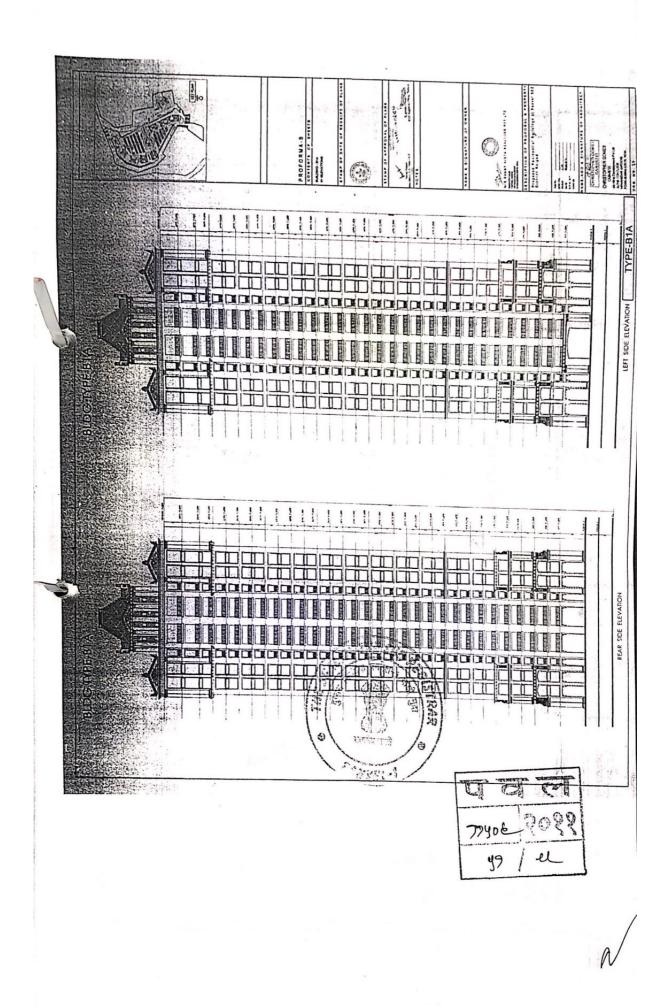


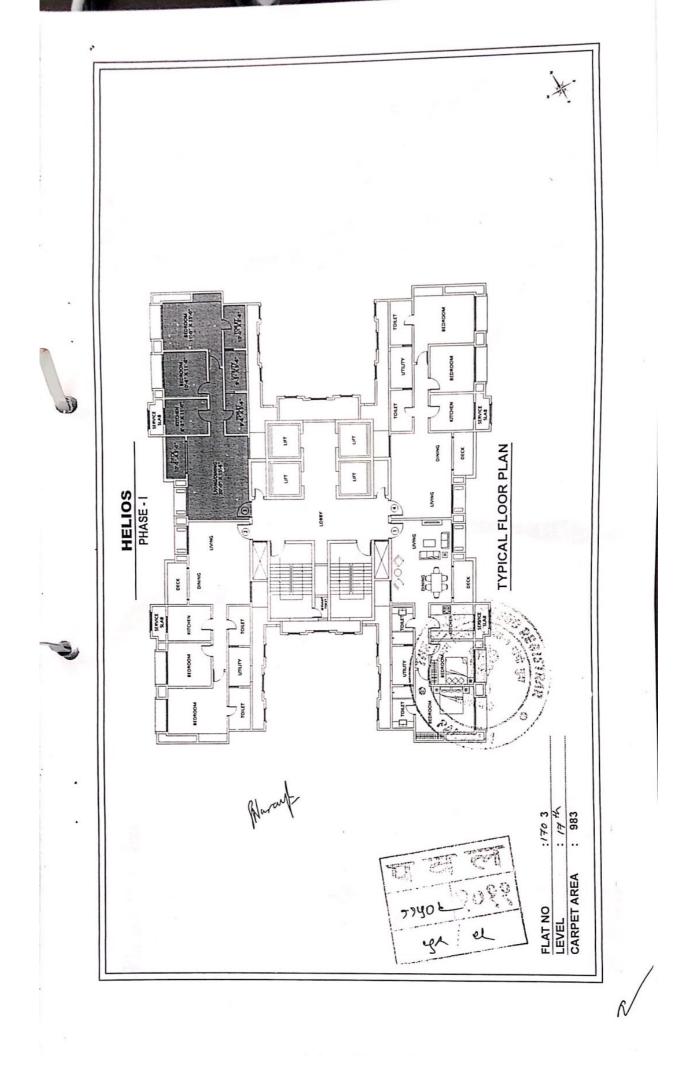
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#### SUNNY VISTA REALTORS PRIVATE LIMITED

11th March, 2011

The Regional Officer (I), MIDC, Thane Region (II), 1st Floor, Office Complex Bldg Wagle Estate, Near Check Naka, Thane-400 604.

Subject

: Approval of Residential Building Plans (Bldg. No. -A, B1, B1A, B2, C1 & C2) in Non-

Processing Zone of SEZ at Villages Talegaon, Panshil (Taluka- Khalapur) & Village

Bhokarpada (Taluka - Panyel) for Raigad District.

Reference

: Your Approval Letter No. MIDC/ROT-1/4079/2010 dated 13th October 2010

Dear Sir,

In furtherance to your above mentioned approval order, we would like to inform you that management of our company has taken a decision to change the names of the buildings approved by your good office, as mentioned in the following table:

Sr.	Building No./Type	Building Name as per Approval Order	Proposed Building Name
1	B1	Eaton-I	Aurora
2 .	B1	Eaton-II	Minerva
3 :	B1	' Addington	Atlas Silve
4	B2	Claremont	Aura
5	C1	! Granville-I	रिक्त स्टिल्ट प्राम्स्य । कि कि
6 i	C1	Granville-II	A CHO COSO
7	A	Adam-l'	Apollo (a)
		Adam-II	Athena
8 !	B1A	Brighton	Mellona
9 !	81A	: Brook	Helios सत्वयम् वास्त्र
10	C2 ·	Cambridge	Hermes

一。如果你们 It is pertinent to note here that we intend to change only the names of the approved buildings and their will not be any change in the building plans. Requesting you to please take note of change in building names. This is for your record and kind information.

Yours Sincerely,

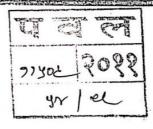
For Sunny Vista Realtors Pvt. Ltd.

Authorized Signatory

RECEIVED

Page 1 of 1

sbai 400 076 • India • Tel +91 2571 9000 • Fax +91 2571 9300





### MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION (A Government of Maharashtra Undertaking)

No.MIDC/R.O.T-1/-4079 /2010

Regional Office, Thane-1 MIDC, Thane Region (II), Office Complex Bldg, 1<sup>st</sup> floor, Near Wayle Estate Octrol Check Naka, Thane-400 604, Date: - 1 3 OCT 2010

To, M/s. Sunny Vista Realtors Pvt.Ltd Sigma, 6<sup>th</sup> Floor, Central Avenue. Hiranandani Garden. Powui, Munbai: 400 076.



Sub: Approval of Building plans of Bldg. No. A,B1, B1A, B2, C1, C2 in Non-Processing Zone of Sector Specific SEZ for Services at Villages Talegaon, Panshil(Taluka-Khalapur) & Village-Bhokarpada (Taluka-Panvel) for Raigad District)

Ref: Your application received on 25.08,2010 & revised plans received by this office on 27.09,2010.

Dear Sir.

With reference to your above stated application for Building Plan Approval, the Building Plans of 10 residential buildings bearing number/name as A. B1, B1A.B2, C1, C2 in Non-Processing Zone of for Sector Specific SEZ for Services at Villages Talegaon. Panshil(Taluka- Khalapur) & Village-Bhokarpada (Taluka-Panvel) for Raigad District), are approved subject to the following conditions.

- 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.
- The commencement certificate! building permit shall remain valid for a period of one year commencing from the date of its issue.
- This permission does not entitle you to develop the land which doesn't vest in you.
- Minimum two trees in plots of 200 Sq.m and such number of trees at the rate of one tree
  per 100 Sq.m for plot more than 200 Sq.m in area shall be planted ind protected.
- 5. You have submitted building plans for 35829.78 Sq.m ground coverage over 7. plot area of 76908.82 Sq.m and 1,20,123.81 Sq.m of total building area on all floors. As the floor height of Entrance Lobby is more than maximum permissible limit as appulated from DCR, the area under lobbies is included in built-up area and additional 50% of the lobby area is counted into BUA. Therefore, total BUA is 1,21,090,395 sqm. asper the enclosed annexure. A
- All Necessary respective approvals/ NOC's Shall be obtained from following authorities:
  - a) Civil Aviation Department,
  - b) MPCB
  - c) N.A. Permission from Collector, Raigad.
  - d) Dir. of Industries, and any other authority as may be applicable.

You should submit the certified copies of the letter of approval in triplicate from the above authorities before any work is started. All terms & conditions laid down therein shall be followed scrupulously.

97406 3088 Yy 'el For the sanitary block over head water storage tank shall be provided for at least 900
 Lirs per WC and 180 Lirs. Per urinal, in additional to other such requirements.

During the period of construction, stacking of the materials shall be done only in the area of plot, in no case materials be stacked along the public roads, open space without prior written approval from Special Planning Authority & Regional Officer, Thane-1. The boundary marks demarcating the boundary of plot shall be properly preserved & kept in good conditions & shall be shown to the Departmental staff as & when required.

 Developer / Co- developer shall be responsible for providing water supply and no separate borings will be pennitted for any use in any processing area.

 The building plans for any future additions, ulterations and extension will have to be got approved from this office.

 The present approval does not pertain to the approval to the structural designs and, RCC members, foundations, etc. It is only locational approval to the structures with reference to the plot.

12. In case any power lines are passing through the plot, the developer should approach to the MSEDCL or concerned authority and obtain a letter specifying the vertical and Horizontal elearances to be left & should plan the proposed structures accordingly.

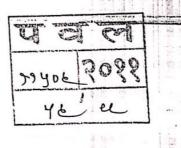
13. Where-ever a compound wall or fencing & gate is constructed the gate should open inside the plot. If the plot is facing on two sides of the road then the gate shall be located, as least 15 mtr from the corner of junction of roads or as specified in D.C. rules. Please ensure that there shall not be obstruction to visibility from the road at corners due to compound wall.

The waste effluent from the treatment work, should be souked in a pit if sewerage lines are not available in the area. In case if sewage system is functioning, effluent should be connected to drainage man-hole. Storm water flow from rain water pipe is not to be connected to a sowerage system. Further any waste effluent to be let out in sowerage system shall be pretreated to confirm to standards laid by Maharashtra Pollution Control Board after obtaining their consent relevant Act.

15. Developer should make his own arrangements for 24 hours storage of water of constructing underground water storage tank of required capacity and submit sugar undertaking regarding the same at the time of making application for getting occupance

16. If water streams are flowing though the plot, the developer should ensure that the maximum quantity of rain water that flow at the point of entry of stream sciallowed to flow of the original stream. The detailed plans, sections and design for allowing minimum expected discharge of rain water through the plot has to be furnished to this office for approval and shall not start work of filing of plot and no diversions of nallas should be undertaken until obtain specific approval to the same from this office.

17. Permission stands cancelled if no construction work is started within 12 months from the date of issue of this letter. The date of starting construction work and date of completion should be informed to the Regional Officer. Thane-1.



2

18. The Breach of any of these stipulations shall tender the developer liable for action as provided in MID Act 1962 and Regulations made there under and schedule of penalties prescribed for by the MIDC for that purpose.

 MIDC has got powers to add, amend or alter any provision of D.C. regulations from time to time as it may deem tit and developer shall be abide by such changes made in those regulations and SEZ rules.

20.

As soon as the building work is completed the developer should approach the Special Planning Authority i.e. Regional Officer, Thane-1 and get the work verified and building should not be occupied unless building completion certificate is obtained from this office.

21. On completion upto plinth level, the developer should invariably approach the Special Planning Authority i.e. Regional Officer, Thane-1 to check and to issue plinth completion certificate. Any construction proceeded without obtaining plinth completion certificate from MIDC will be treated as illegal and will have to be removed by the developer at his cost & risk.

22. The provision of Rain Water Harvesting Scheme shall be made as per directives of Government of Maharashtra under section 154 of MR & TP Act, 1966 and shall have one or more Rain Water Harvesting Structures having adequate capacity considering the plot area shall be designed and constructed Owner shall ensure that the Rain Water Harvesting Structure is maintained in a good condition for storage of water for a non potable purposes or recharge of ground water at all times. SPA may impose a levy not exceeding Rs. 1000/- per annum for every 100 sq.m built up area for non providing or not maintaining Rain Water Harvesting Structure as required under these bye laws. Treated waste water shall be reused for landscaping, flushing, fire fighting and air conditioning requirement.

23. No vehicles of employees and visitors shall be parked outside of the plot premises.

24. The existing trees on the plot shall not be destroyed or removed. If there are existing trees within proposed development, the same shall be uprooted and replanted within plot after obtaining approval of competent authorities.

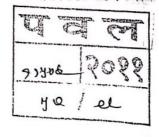
Still basement floor proposed shall be used for parking and storing of non hazardous
material or as mentioned in the D.C. regulations. No other activities are permitted.

The layout of electrical installation shall be got approved from the concerned Electrical Inspector before installation & once the work is completely the concerned authority shall be informed accordingly before commissioning. Certified copy of approval shall be submitted to this office after completion and commissioning. All they provisions under Energy Conservation Act, 2001 shall be followed.

Passenger and goods lifts (service lifts) shall be got approved from the concerned lift inspector /clectrical inspector and copy of the approval shall be submitted to this office. It is advisable to plan smaller capacity lifts, adjacent to large capacity passenger lifts, which can be operated in non peak hours so that power consumption can be reduced and electrical energy could be saved.

 Neither the grant of Commencement Certificate nor the approval of the drawing and specifications nor inspections made by MIDC during the carrying out of development

3



shall in any way relieve the applicant of his responsibility for carrying out the development in accordance with the requirements of MIDC revised DC regulations.

29. In case, if any discrepancy or variation is observed in this approval, in regards to the various provisions of the relevant rules, the same shall be got clarified from the undersigned and then only construction/ development work shall be conunenced otherwise the responsibility of the same shall be with the owner.

30. You shall obtain consents from MPCB, if you propose to construct sewage treatment plant, subsequently, if applicable as per rules. It is necessary to recycle / reuse the treated water for gardening & flushing. Since you shall be constructing and operating sewage treatment plant, necessary provision for separate storage and lines for treated water shall be proposed, so that it is reused / recycled.

 You are advised to complete the formalities of insurance of the building under reference from Insurance company of Govt. of Maharushtra or other reputed insurance companies.

32. You shall submit valid application for obtaining occupancy certificate / building completion certificate at least 1 month prior to proposed date of occupation along with all the documents including final fire N.O.C. from MIDC's Fire Department, to this office, which shall be exclusively noted.

 Street lightning, water heating, direction signage, traffic lights, Blinkers should be powered by the solar energy as per Energy conservation Act 2001.

 100% of organic waste generated within SEZ should be vermi composted or used for in – situ power generation like Bio mass / Bio gas.

 50% of net roof area should be covered with vegetated roof of high solar reflective index material.

 You shall provide common storage area for recyclable waste such as paper, glass, metal, cardboard, plastics and organic waste. Garbage segregation shall be as per Solid Waste Rules of 2000.

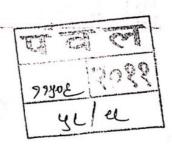
 Owner shall obtain & produce 'Green -- certificate' from IGBC,TERI or other national or international at the design stage.

Regio

You are, hereby requested to take necessary action accordingly. Please acknowledge the receipt of this letter.

Enclosed: one set of drawings

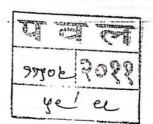
Copy submitted to The D.C. (SEEPZ), SEZ.



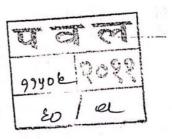
#### Annexure -- A

Approval of Building plans of Bldg, No. A .B1, B1A,B2,C1,C2 in Non-Processing Zone of Sector Specific SEZ for Services at Villages Talegaon, Panshil (Taluka-Khalapur) & Village-Bhokarpada (Taluka-Panvel) for Raigad District).

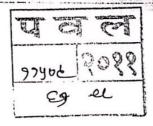
Built Up Area	Dotails		
Building No.B1		(sq.mt.)	<b>\</b>
1)Gr Floor Area 2) 1st fl. Area (Podium 1 floor)		(sq.mt.)	
3)2nd fl. Area (Podium 2 floor)		(sq.ml.)	
4)3rd Fl. Area (1st residential floor)	367.62	(sq.mt.)	
5)4th Fl. Area (2nd residential floor)	367.62	(sq.mt.)	
6)5th Fl. Area (3rd residential floor)	367.62	(sq.mt.)	
7)6th Fl. Area (4th residential floor)	367.62	(sq.mt.)	
8)7th FI. Area (5thresidential floor)	367.62	(sq.mt.)	
1 8)7(h FI. Area (Sthresidential floor)	367.62	(sq.mt.)	,
9)8th Fl. Area (6th residential floor)	367.62	(sq.mt.)	,
10)9 th Fl. Area (7th residential floor)	367.62	(sq.mt.)	
11)10th Fl. Area (8th residential floor)	367.52	(sq.mt.)	1
12)11th Fl. Area (9th residential floor)	367.62		1
13)12th Fl. Area (10thresidential floor)	367.62	(sq.ml.)	1
14)13th Fl. Area (11th residential floor)		(sg.mt.)	-
15)14th Fl. Area (12th residential floor)	367.62	(sq.mt.)	-
16)15th Fl. Area (13th residential floor)	367.62	(sq.mt.)	-
17)16th Fl. Area (14th residential floor)	367.62	(sq.mt.)	-
18)17th Fl. Area (15th residential floor)	367.62	(sq.mt.)	1
19)18th Fl. Area (16th residential floor)	367.62	(sq.mt.)	-
20)19th Fl. Area (17th residential floor)	367.62	(sq.mt.)	_
21)20th Fl. Area (18th residential floor)	367.62	(sq.mt.)	
22)21st Fl. Area (19th residential floor)	367.62	(sq.mt.)	
	367.62	(sq.mt.)	
23)22nd Fl. Area (20th residential floor)	367.62	(sq.ml.)	
24)23rd Fl. Area (21th residential floor)	367.62	(sq.mt.)	500 200
25)24th Fl. Area (22th residential floor)	367.62	(sn mt )	A COLUMN TO STATE OF THE PARTY
26)25th Fl. Area (23th residential floor)	367.62	(sq.mt.)	368 0
27)26th FI. Area (24 th residential floor)	367.62	(sq.mt,)	2000
28)27th Fl. Area (25 th residential floor)	367.62	(sq.njt.)	1 60
29)28th Fl. Area (26th residential floor)	367.62	(sq.mt)	16/8 eas
30)29th FI. Area (27th residential floor)	367.62	(sqimt.)	120
31)30th FI. Area (28th residential floor)	367.62	(sqlmle) (vi)	
32)31st Fl. Area (29th residential floor)	367.62	11:1	the said
33)32nd Fl. Area (30 th residential floor)	11028.60	(sq.mt.)	THE PART /0/
total:-	33085.80	(sq.mt.).	
not total(total x 3)	33000.05	104	HAMELY.
To (Classical)			TO TO THE WAR
Building No.B2 (Claremont)	<del></del>	(sq.mt.)	
1)Gr Floor Area	-	(sq.mt.)	
2) 1st fl. Area (Podium 1 floor)	<del></del>	(sq.mt.)	
3)2nd fl. Area (Podium 2 floor)	440.10	(sq.mt.)	
4)3rd Fl. Area (1st residential floor)	440.10	(sq.mt.)	
5)4th FI. Area (2nd residential floor)	440.10	(sq.mt.)	7
6)5th Fl. Area (3rd residential floor)	440.10	(sq.mt.)	
7)6th FI. Area (4th residential floor)	440.10	(sq.mt.)	
8)7th Fl. Area (5thresidential floor)	440.10		
9)8th Fl. Area (6th residential floor)		(sq.mt.)	J



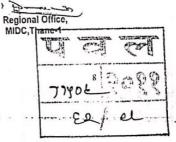
	440.10	(sq.mt.)	
10)9 th Fl. Area (7th residential floor)	440.10	(sq mt.)	
11110th El Area (8th residential floor)	440.10	(sq.mt.)	
And the El Area (Oth residential liber)	440.10	(sq mt)	
13)12th Fl Area (10thresidontial noor)	440.10	(sq.mt.)	
AMA 3th El Area (11th residential fibor L. T	440.10	(Jm.pa)	
ARMAIN EL Arma (12th 1001000011111110017	440.10	(sq.mt.)	
18115th Fl. Area (13th rosidontial floor) +	440.10	(sq.mt.)	
17116th Fl. Area (14th residential floor)	440 10	(sq mt.)	**
18117th Fl. Area (15th residential floor).	440 10	(sq mt.)	
10118th Fl. Aren (16th residential floor)	440.10	(sq mt.)	
20119th Fl. Area (17th residential floor)	440.10	(sq.mt.)	
21)20th Fl Area (18th residential floor)	440 10	(sq.mt.)	
22121st Fl. Area (19th residential floor) _  -	440.10	(sq mt )	
23)22nd Fl. Area (20th residential floor)	440 10	(sq.mt.)	
24)23rd Fl. Area (21th residential floor)	440.10	(sq.ml.)	
25)24th Fl. Area (22th residential floor)	440.10	(sq.mt.)	
26)25th Fl. Area (23th rosidential floor)	440.10	(sq.mt.)	
27)26th Fl. Area (24 th rusidential floor)	440.10	(eg.mt.)	
28)27th Fl. Area (25 th residential floor)	440.10		
29)28th Fl. Area (26th residential floor)		(sq.mt.)	
30)29th Fl. Area (27th residential floor)	440.10	(sq.mt.)	
31)30th FI. Area (28th residential floor)	440.10	(sq.ml.)	
32)31st Fl. Area (29th residential floor)	440.10	(sq.mt.)	
33)32nd Fl. Area (30 th residential floor)	440.10	(sq.mt.)	
	13203	(sq.mt.)	
total:-			l
Building No.C1 (Granville I & II)			1
		(sq.mt.)	
1)Gr Floor Area 2) 1st fl. Area (Podium 1 floor)		(sq.mt.)	1
2) 1st II. Area (Podium 2 floor)		(sq.mt.)	ļ
3)2nd fl. Area (Podium 2 floor)	443.17	(sq.mt.)	1
4)3rd Fl. Area (1st residential floor)	443.17	(sq.mt.)	1
5)4th FI. Area (2nd residential floor)	443.17	(sq.mt.)	SO STANKE
6)5th Fl. Area (3rd residential floor)	443.17	(sq.mt.)	SUD OF
7)6th Fl. Area (4th residential floor)	443.17	(sq.mt.)	The state of the s
8)7th Fl. Area (5thresidential floor)	443.17	(sg.mt) The	
9)8th Fl. Area (6th residential floor)	443.17	(sqimi)	3 3 1
10)9 th FI Area (7th residential floor)	443,17	Isa.milt	4 4 5
11)10th Fl. Area (8th residential floor)	443.17	Sant S Th	199
12)11th Fl. Area (9th residential floor)	443.17	(ski.mt.)	
13)12th Fl. Area (10thresidential floor)	443.17		चित्रपति /0 /
14)13th Fl. Area (11th residential floor)	443.17	(sq.mir)	
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16)15th Fl. Area (13th residential floor)	443.17		到96%
17)16th Fl. Area (14th residential floor)	443.17		
18)17th Fl. Area (15th residential floor)	443.17		
19)18th Fl. Area (16th residential floor)	443.17		7
20)19th Fl. Area (17th residential floor)	443.17		
21)20th Fl. Area (18th residential floor)	443.1		7
22)21st Fl. Area (19th residential floor)	+443.1		
23)22nd Fl. Area (20th residential floor)	+ 443.1		
24)23rd Fl. Area (21th residential floor)	443.1		
25)24th Fl. Area (22th residential floor)	443.1		-
26)25th Fl. Area (23th residential floor)			
27)26th Fl. Area (24 th residential floor)	J	7 (sq.mt.)	



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28)27th Fl. Area (25 th rosidential floor)	443.17 (sq.ml.)	
29)28th Fl. Area (26th residential floor)	443.17 (sq.ml.)	
30)29th Fl. Area (27th residential floor)	443.17 (sq.mt.)	
31)30th Fl. Area (28th residential floor)	443.17 (sq.mt.)	
32)31st Fl. Area (29th residential floor)	443.17 (sq.mt.)	
33)32nd Fl. Area (30 th residential floor)	443.17 (sq.mt.)	
totali-	13206,10 (2q.ml.)	
net total(total x2)	26590,20 (sq.mt.)	
Building No.A (Adam I & II)	(sq.ml,)	
1)Gr Floor Area /STILT FLOOR	666.44 (sq.mt.)	
2)1ST Fl. Area	666.44 (sq.mt.)	
3)2ND Fl. Area	666.44 (sq.mt.)	
4)3RD Fl. Area	666 44 (sq.mt.)	
5)4th Fl. Area	66G.44 (sq.mt.)	
6)5th Fl. Area	666.44 (sq.mt)	
7)6th Fl. Area	666.44 (sq.mt.)	
6)7 th Fl. Area	666.44 (sq.mt.)	
9)8th Fl. Aroa	880.44 (eg.mt.)	
10)9th Ft. Area	066 44 (sq.mt.)	
11)10lh Fl. Area	666.44 (sq.ml.)	
12)11th Fl. Area	7230.51 (sq.mt.)	
total:-	7230.81 (Sq.111.)	
Building No.B1A (Brighton & Brook)	(sq.mt.)	
1)Gr Floor Area		
2) 1st fl. Area (Podium 1 floor)	(sq.mt.)	
3)2nd fl. Area (Podium 2 floor)	(sq.mt.)	
4)3rd Fl. Area (1st residential floor)	374.91 (sq.mt.)	
5)4th FI. Area (2nd residential floor)	(39,116.)	
6)5th Fl. Area (3rd residential floor)	374.91 (sq.mt.)	Water Street
7)6th Fl. Area (4th residential floor)	374.01 (eq mil) 3000 5	S. Com
8)7th FI. Area (5thresidential floor)	374.91 (sq.mt) (calei-9	1.6124
9)8th Fl. Area (6th residential floor)	374.91 (sg:mt.)	1 300
10)9 th Fl. Area (7th residential floor)	374.91 (sq.mt.)	圖圖
11)10th Fl. Area (8th residential floor)	374.91 (sq.mt.)	1
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13)12th Fl. Area (10thresidential floor)	374.91 ( sq.mt.)	/e/
14)13th Fl. Area (11th residential floor)	374.91 (sq.mt.) रहायुव राया	11
15)14th Fl. Area (12th residential floor)	374.91 (sq.mt.)	13/
16)15th Fl. Area (13th residential floor)	374.91 (sq.mt.)	Server .
17)16th Fl. Area (14th residential floor)	374.91 (sq.ml.)	
18)17th Fl. Area (15th residential floor)	374.91 (sq.mt.)	
19)18th Fl. Area (16th residential floor)	374.91 (sq.mt.)	]
20)19th Fl. Area (17th residential floor)	374.91 (sq.mt.)	]
21)20th Fl. Area (18th residential floor)	374.91 (sq.mt.)	
22)21st Fl. Area (19th residential floor)	374.91 (sq.ml.)	
23)22nd Fl. Area (20th residential floor)	374.91 (sq.mt.)	
24)23rd Fl. Area (21th residential floor)	374.91 (sq.mt.)	
24)23rd Ft. Area (21th residential floor)	374.91 (sq.mt.)	1
25)24th Fl. Area (22th residential floor)	374.91 (sq.mt.)	1
26)25th Fl. Area (23th residential floor)	374.91 (sq.mt.)	1
27)26th Fl. Area (24 th residential floor)	374.91 (sq.mt.)	1
28)27th Fl. Area (25 th residential floor)		1.31
29)28th Fl. Area (26th residential floor)	3/4.91 (sq.mt.)	_



1	374.91	(en mt)	1. 1.
30)29th FI Area (27th residential floor)	374.91	(sq.mt.)	
31)30th Fl Area (28th residential floor)	374.91	(sq.mt.)	
32)31st Fl. Area (29th residential floor)	374.91	(sq.mt.)	
33)32nd Fl. Area (30 th residential floor)	11247.30	(sq.mt.)	
Total:-		(sq mt.)	
net total(total x2)	22494.60	Jed III.	
Building No.C2 (Cambridgo)		(sq.mt.)	
1)Gr Floor Area		(sq.mt.)	
2) 1st fl. Area (Podium 1 floor)		(sq.mt.)	
3)2nd fl. Area (Podium 2 floor)	583.99	(sq.mt.)	1
4)3rd Fl. Area (1st residential floor)	583.99	(sq.mt.)	
5)4th FI. Area (2nd residential floor)	583.99	(sq.mt.)	
6)5th Fl. Area (3rd residential floor)	583.99	(sq.mt.)	
7)6th Fl. Area (4th residential floor)	583.99	(sq.mt.)	]
8)7th FI. Area (5thresidential floor)	583.99	(sq.mt.)	1
9)8th Fl. Area (6th residential floor)	583.99	(sq.mt.)	1
10)9 th Fl. Area (7th residential floor)	583.99		1
11)10th Fl. Area (8th residential floor)	583.99	(eqim).)	1
12)11th Fl. Area (9th residential floor)	583.99	(eq.ml.)	1
13)12th Fl. Area (10thresidential floor)		(sq.mt.)	-
14)13th Fl. Area (11th residential floor)	583.99	(sq.mt.)	-
15)14th Fl. Area (12th residential floor)	583.99	(sq.mt.)	4
16)15th Fl. Area (13th residential floor)	583.99	(sq.mt.)	
17)16th Fl. Area (14th residential floor)	583.99	(sq.mt.)	
18)17th Fl. Area (15th residential floor)	583.99	(sq.mt.)	
19)18th Fl. Area (16th residential floor)	583.99	(sq.mt.)	-
20)19th Fl. Area (17th residential floor)	583.99	(sq.mt.)	_
21)20th Fl. Area (18th residential floor)	583.99	(sq.mt.)	_i
22)21st FI Area (19th residential floor)	583.99	(sq.mt.)	COLOR DE
23)22nd Fl. Area (20th residential floor)	583.99	(sq.ml.)	503 Res
24)23rd Fl. Area (21th residential floor)	583.99	(sq.ml) (sq.ml)	dag-
25)24th Fl. Area (22th residential floor)	583.99	(sq.mtage / 2000	The state of
26)25th Fl. Area (23th residential floor)	583.99	(sq.hgth)	
27)26th Ft. Area (24 th residential floor)	583.99	(sq.mi.)   F	可謂 "一"
28)27th Fl. Area (25 th residential floor)	583.99	(इव मिर्म) (उर्ग	
29)28th Fl. Area (26th residential floor)	583.99	(sq.nt.)	101
30)29th Fl. Area (27th residential floor)	583.99		
31)30th Fl. Area (28th residential floor)	583.99	(sq.mt)	1 1
32)31st Fl. Area (29th residential floor)	583.99	(sq.mt.)	24 346 18
33)32nd Fl. Area (30 th residential floor)	583.99	(sq.mt.)	
Total:	17519.70		_
Total Ground Floor Area	35829.78	(sq.mt.) Ground Coverage = 0.12	3
Total Area (sq.mt.)	1,20,123.81	(sq.mt.)	
Total Area of Lift Lobby	644.39 sq-+	.mt	
Additional 50% for Extra-floor height	1		
of Lobby for Area 644.15 sq.mt.	322.195 sq		-
Total BUA	1,21,090.39	so sq.mt.	-
F.S.I. Proposed to be consumed	0.415	1 8	
		100	50





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### भारतीय गैर न्यांयिक भारत INDIA

रु. 500



FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAMARASHTRA

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#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS :

WHEREAS SUNNY VISTA REALTORS PRIVATE LIMITED

- Company incorporated in India under the dompanics Act, 1956 and
- having its registered office at 514, Datamal Tower, 211, FPJ Marge,
- Nuriman Point, Mumbai 400001 (hereinaster called the Company)

01



and represented by its Authorised Signatory MR. NILESH BAKSHI.

R, o. D 503. Mahaveer Classik. Opp. L & T Gate No.5. Soci schar

Road. Marol. Andheri (E). Mumbai 72, aged — years has also been
authorised to sign and execute on behalf of the Company, various
agreements/ deeds and documents including development
agreements, agreements for sale, sale deeds, assignment deeds,
contemation deeds, transfer deeds, recinquishment deeds,
contirmation deeds, transfer deeds, rectification deeds, mortgage
deeds. Lease Deeds, leave and License Agreements, declarations,
affidavits, attestations, no objection certificates, consents, writings,
applications, representations, clarifications, verifications and such
other incidental deeds and documents etc. (hereinafter referred to
as the said "deeds and documents") in respect of its:

Land situate at Village Bhokarpada, Taluka Panvel, District Raigad more particularly described in the Schedule appended herewith.

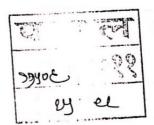
Buildings being constructed on some portion of this land.

Apartments being constructed in these buildings/

And also has been authorised to appoint a person or persons as the.

Authorized Signatory may think fit as his attorney do and perform all or any of the acts, deeds or things mentioned herein under:

AND WHEREAS the said Authorized Signatory of the Company is resident of and located at Mumbai and it is not possible for him to travel to the Sub-Registrar's Office at Panyel and Personally attend the said office for a gain adon of the said local and documents.



AND WHEREAS the said Authorized signatory is therefore desirous of appointing 1)MR. PRAKASH SALVI & 2)MR. RAJESH MENON (jointly or severally) as his lawfully Constituted Attorney (hereinafter referred to as his "Constituted Attorney") to do all acts, deeds and things mentioned herein under.

NOW BY THIS POWER OF ATTORNEY I. MR. NILESH BAKSHI, do hereby NOMINATE, CONSTITUTE AND APPOINT 1)MR. PRAKASH SALVI, Son of Pandurang Salvi, residing at F-13,

Room No.11. Cosmos Society, Sector 7, New Panvel, aged about 44 Years, Indian Inhabitant, and 2]MR. RAJESH MENON, residing at A-504, Wood Rose, Lokhandwala Complex, Andheri (Wi, Mumbai 400053, aged about \_\_\_\_ Years, Indian Inhabitant, as the true and lawful ATTORNEY pointly or severally) for and on behalf of the Company and to do the following acts, deeds and things in the Rame and on behalf of the Company.

To appear before the Sub-Registrar of Assurance and Palayer of serry other Government Authority prescribed for the registration of the said Deed and documents and to present and follow any of the establishment and documents for registration and to admit the execution thereof and also to make applications, such and submit any such other forms and statements necessary for registration of such documents and to do all that is necessary and incidental for the purpose of registration of such deeds and documents as the case may be.

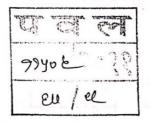
2. To pay applicable stamp duty and registration charges either on behalf of Customer or otherwise, in respect of the said deeds and documents to the appropriate authorities and for that purpose, to have the said deeds and documents adjudicated it necessary and to sign and file any applications as may be applicable for the said purpose as the said attorney may think appropriate.



- 4 AND GENERALLY to de all acts, deeds and things which are incidental to and necessary, to exercise or give effect to the above.
- 5 The Attorneys (as agent) are accountable to the Company (Principal) and shall maintain proper accounts. No consideration has been received for executing this power.
- 6. I hereby ratify and agree to ratify all acts, deeds, this and whatever the said atterney shall do, execute and perform in the premises stated above as if done and acted by me and I shall be bound by the same.

THE SCHEDULE ABOVE REFERRED TO
Idescription of land admeasuring 14.58 Heridical community of Non-processing Area to be used for development of Construction of residential buildings under Present

All that piece and parcels of land bearing Survey Nos. 30/2 (Part), 30/1B (Part), 24/1A, 25/3 (Part), 29/4 (Part), 28/3, 28/2, 28/1, 61/1 (Part), 62 (Part), 68 (Part), 69 (Part), 74/4B (Part), 59/1, 57/1, 57/2, 57/3B, 58/1A, 58/1B, 58/2, 54/2A (Part) and 57/4 situated in Village Bhokarpada, Taluka Panvel, District Panvel.



IN WITNESS WHEREOF I MR. NILESH BAKSHI, base bere'by set day of Jun 2011. my hands to this Power of Attorney on this FOR SUNNY VISTA REALTORS PRIVATE LIMITED MR. NILESH BAKSHI (Authorized Signatory) WE ACCEPT 1)MR. PRAKASH SALVI 2)MR. RAJESH MENON CONSTITUTED ATTORNEY WITNESSES:



#### SUNNY VISTA REALTORS PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE SOARD OF DIRECTORS OF THE COMPANY AT THE BOARD MEETING HELD C  $^{\circ}$  17TH DAY OF MAY 2011 AT 3.00 P.M.

"RESOLVED THAT Mr. Samir Shroff and/or Mr. Shyamsunder Dhanuka and/or Mr. Nilesh Baxi, be and are hereby authorized, jointly and severally, to sign and execute on behalf of the Company, agreements, destarations, affidavits, atte rations, no objection certificates, consents, writings, applications, representations, carifications, verifications and such other incidental deeds and documents etc., ir. respect of Anachments in the Non Processing Area of the SEZ, and to register or such to be regionally with the authorities and / or to represent or issue Power of Attorney, for the same,"

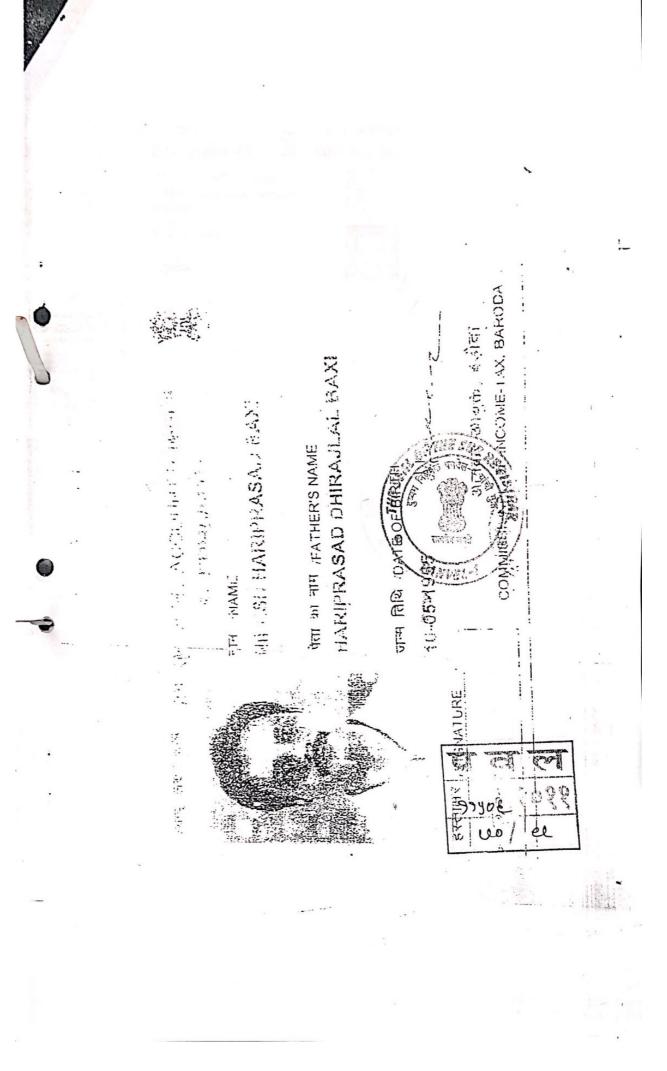
FOR SPNNY VISTA REALTORS PRIVATE LIMITED

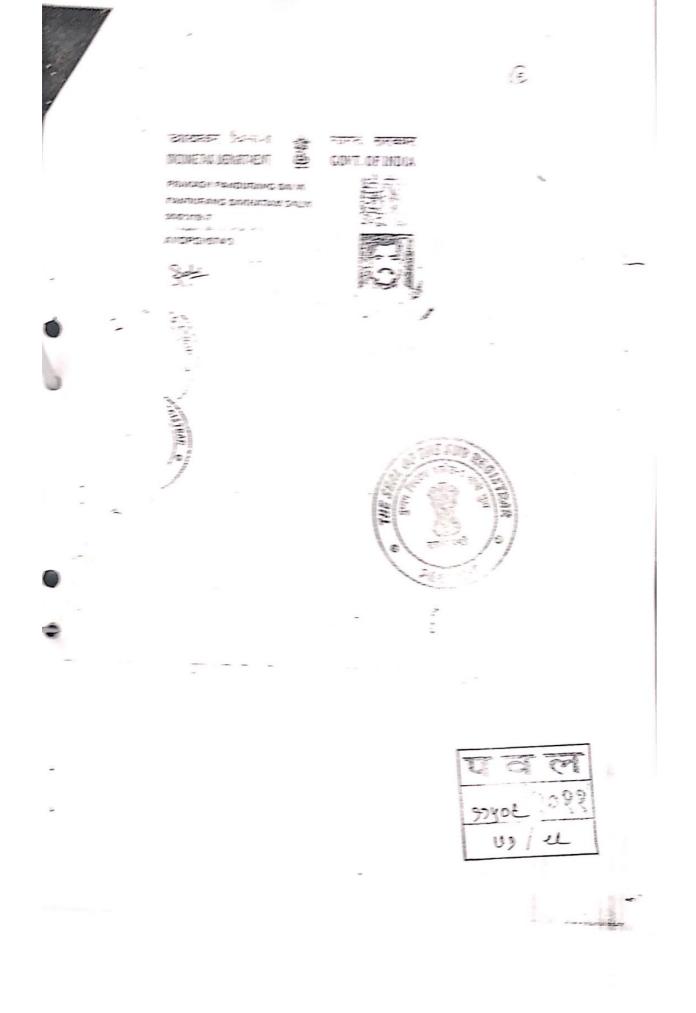
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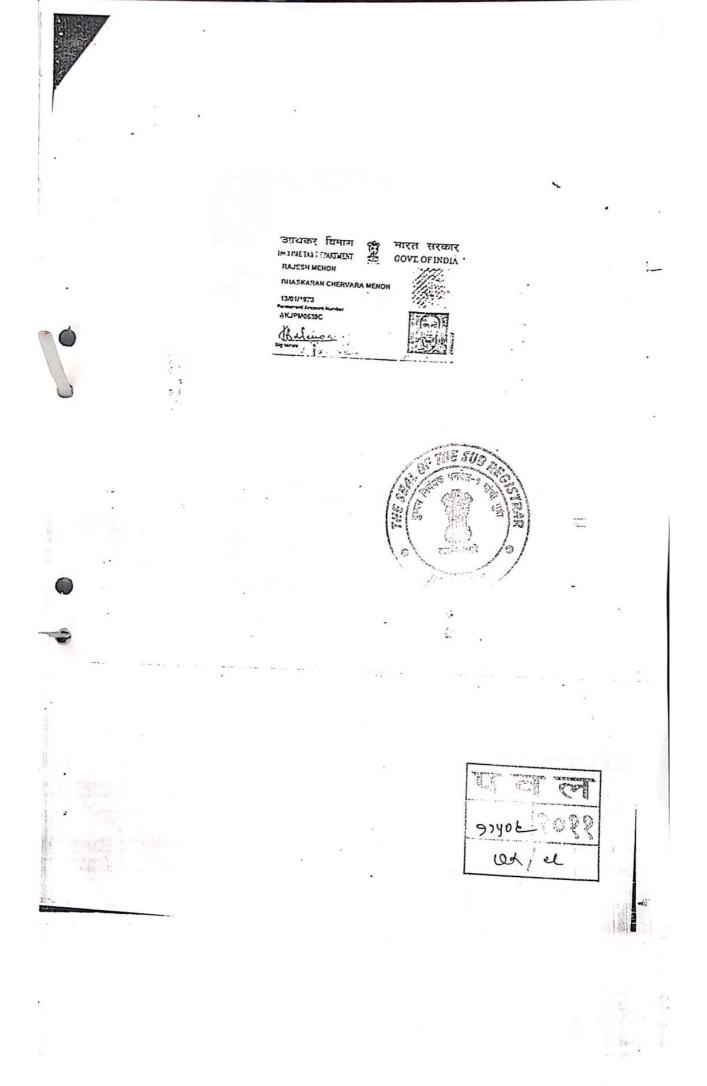
**AUTHORISED SIGNATORY** 

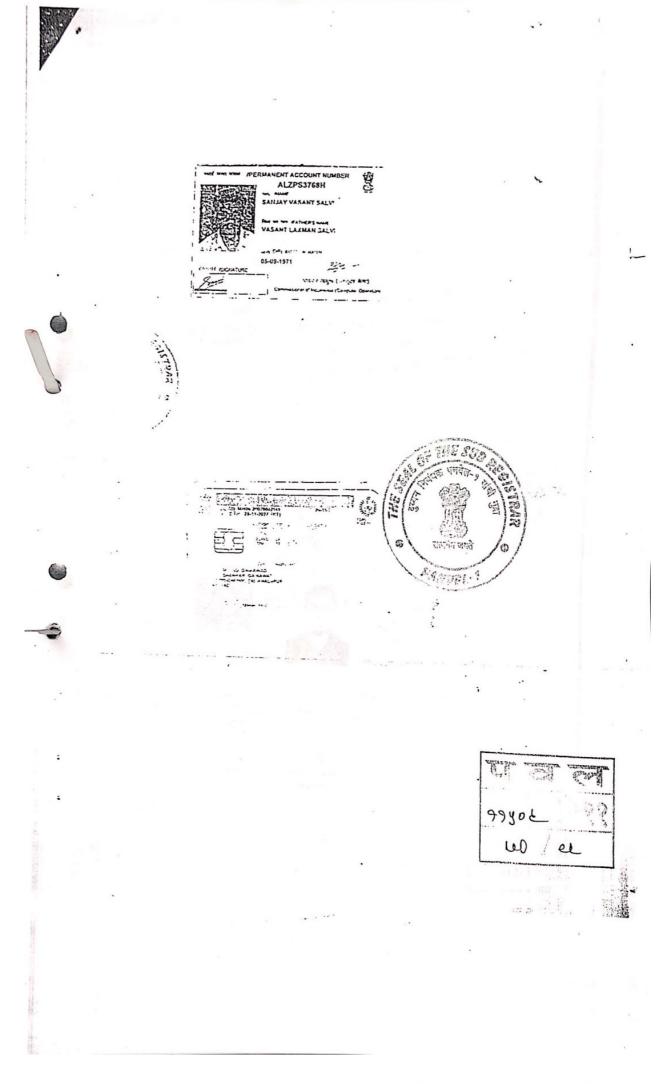


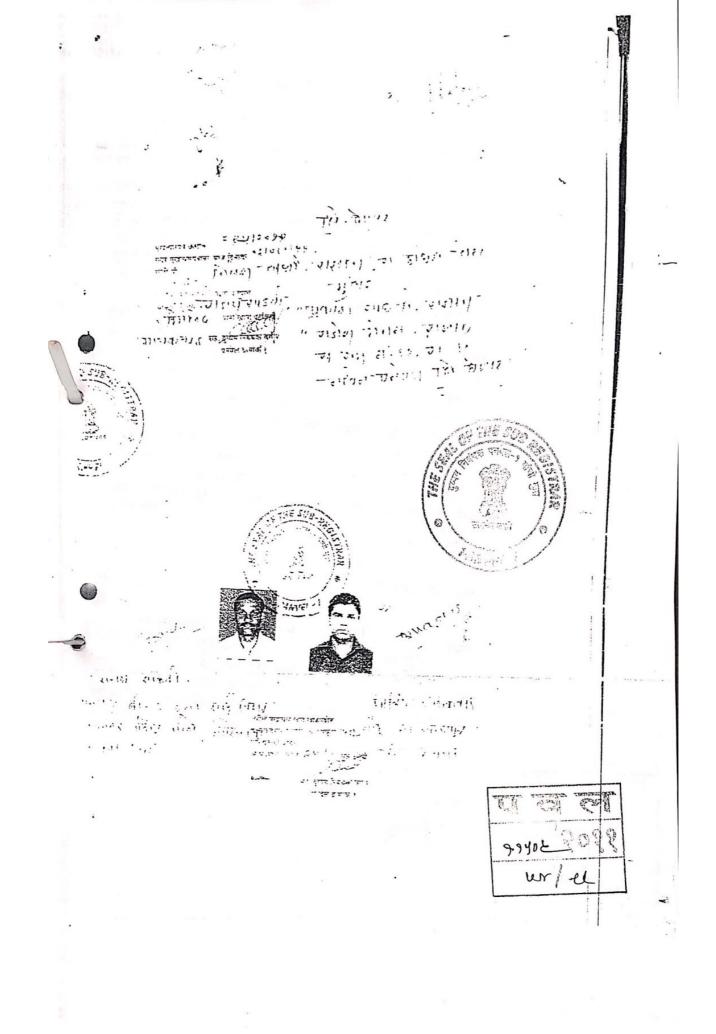
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#### घोषणापत्र

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	वर्षा			
	व इतर यांनी दिनांक १६/०७/८०११ रोजी दिलेल्या कुलगुबन्यारपत्राच्या आघारे मुखत्यारपत्रात नमुद केलेली ८ व केलेल्या कुलगुबन्यारपत्राच्या			
	आधारे मुखत्यारपत्रात नमुद केतेती / न केतेत्या खातीत नमुद मालमत्तेचे मुखत्यारपत्र अन्वये खातीत मिळकतीचे वार्षि राज्ये			
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نـ	कारपेट/बिल्टअप/ जिम्हिनी क्रिक्ट अप			
	चित्र को जिल्ला नवर			į
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	पेकर काली ज्ञार ६			
	मण्डन कंबुली जवाद दिला आहे. सदर कुल्युक्तत्यारपत्र लिहून देणा-याने रदद केरोले नाही अथवा देणा-या व्यक्तीपैकी कुणीरी मयत असंती नाही किंवा अन्यूर्व अपना उपरोक्त करियानुळे रदद बातल ठरलेले नाही सदर स्वरूपारपत्र प्रार्थिक			
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#### सत्यमेय जयते

#### INDIA NON JUDICIAL

## Government of Maharashtra

#### e-Stamp

Issued by:
Sauck Floiding Corporation of India Ltd.
Location: PANIVEL Route
Signature:
Details can be verified at the Parity of India Ltd.

Certificate No.

Certificate Issued Date Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH04179927612562

07-Sep 2011 11 20:AM

SHOIL (EI) mhshollon, PANVEL MH-RAI

NARAYANAN SUBRAMANYAM

Anicle 48 Power of Attorne

AS REPIDOUME

(Zero)

VENICAT, NARAYAN AND NAITRA MURALYKRISHNAN

NABAYANAN SUBRAMANYAM

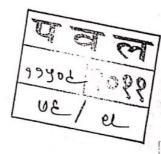
NARAYANAN SUBRAMANYAN

500

(Five Hundred only)



Please write or type below this line





1 The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SRC 2. The Contact Details of ACCs SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"



SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel: 022-61778151 E-mall:

Mode of Receipt

Account Name: SHCIL-MAHARASHTRA mhshci101 Account Id:

RECIN-MHMHSHCIL0103991318298103J Receipt Date: 07-SEP-2011 Receipt Id:

Received From:	NARAYANAN SUBRAMANYAM	Pay To:
Instrument Type : CASH	CASH	Instrument Date :
Instrument Number :		Instrument Amount: 500 ( Five Hundred only )
Drawn Bank Details		
Bank Name :		Branch Name :
Out of Pocket Expenses: 0.0 ( )		



