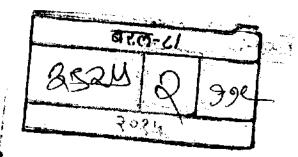
महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग मुल्यांकन अहवाल सन 2013

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Section 1

.

Data of ESBTR for GRN MH000895913201516S Bank - IDBI BANK

Bank/Branch

: IBKL - 6910711/KANDIVALI [EAST]

Pmt Txn id

: 63485766

Pmt DtTime

: 14/05/2015 19:05:21

ChallanidNo **District**

: 69103332015051451725

: 7101 / MUMBAI

Stationary No.

: 14038026845084

Print DtTime

: 15/05/2015 12:30:16

GRAS GRN

: MH000895913201516S

Office Name

: IGR190 / BRL1_JT SUB REGISTRAR BORIVALI 1

StDuty Schm

: 0030045501-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 12,50,000.00/- (Rs Twelve Lakh Fifty Thousand Rupees Only)

RgnFee Schm

RgnFee Amt

: Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)
: B25 Only for verification-not to be printed and used

Article

: Immovable

Consideration

: 2,50,00,000,00/-

Prop Mybity Prop Descr

: Flat No 1602on 16th FloorTHAKUR JEWEL , Thakur VillageKandivali EastMumbai

: Maharashtra

: 400101

Duty Payer

: PAN-ABXPP6999H Bharti Rajesh Parekh : PAN-AACCP6143Q Thakur Realty Pvt Ltd

Other Party

Bank Scroll No Bank Scroll Date : 15/05/2015

: 100

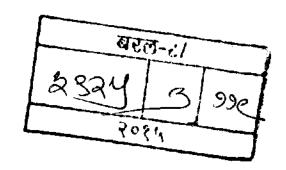
RBI Credit Date

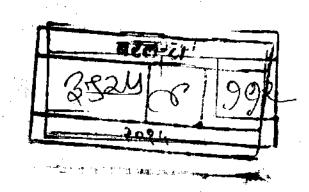
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Mobile Number

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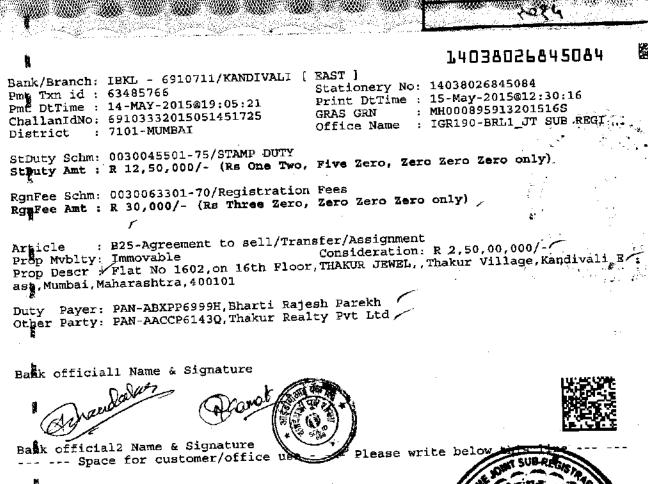








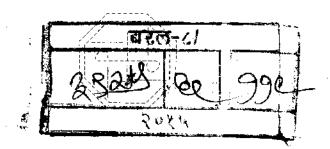
महाराष्ट्र शासन GOVERNMENT OF MAHARASHTRA ई-सुरक्षित बँक व कोषागर पावलील-ब्र ECURED BANK & TREASURY RECEINT (e-SBTA



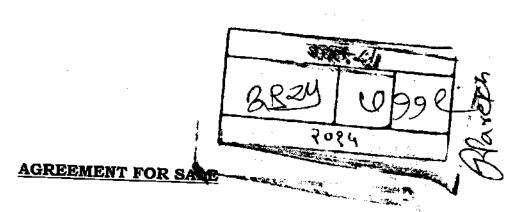
B.R. Parcich/ ..

Re. Poserch.

Harekh







THIS AGREEMENT is made and entered into at Mumbai this 15 day of May . 2015 BY AND BETWEEN M/S. THAKUR BROTHERS AGRICULTURAL FARM, a registered partnership firm under the provision of the Indian Partnership Act, 1932 having its office at Thakur House, Ashok Nagar, Kandivali (East), Mumbai - 400101, AND M/S. THAKUR REALTY PVT. LIMITED, a company incorporated under Indian Companies Act, 1956 and having its office at Thakur House, Ashok Nagar, Kandivali (East), Mumbai - 400101, hereinafter both referred to as "THE JOINT DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors, partners, directors and factors the ONE PART;

AND

Balwantrai Parekh, Jumang Carakh, Grankla Parekh, Grankla Samarpan, off.

W. Exp. Highway, Borivali (6), Mumbai 400066

Pan No. O ARXPP6999H, BARXPP7002R, GAGPP5128A, BAKPP37096 hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its successors and permitted assigns) of the OTHER PART.

WHEREAS :-

1) In and before the year 1951 Nanabhoy Byramjee Jeejeebhoy was seized and possessed of and/or otherwise well and sufficiently entitled to inter alia to all those several pieces and parcels of land or ground containing by admeasurements 370 Acres, at Village: Poisar

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2) By a registered Conveyance dated 24th July,1951 (registered with the Sub-Registrar of Assurances at Bombay under Registration No. 4212 of Volume No.1 on 17th November, 1951) and expressed to be made between the said Nanabhoy Jeejeebhoy as the Vendor of the One Part and Byramjee Jeejeebhoy Limited (subsequently known as Byramjee Jeejeebhoy Private Limited) a company governed under the provisions of the Companies Act, 1956 and Purchaser of the Other Part, the said Nanabhoy Byramjee Jeejeebhoy sold, granted, assured, conveyed and transferred to the said Byramjee Jeejeebhoy Private Limited inter alia all those several pieces and parcels of Jane or ground containing by admeasurements 370 Acres.

3) By an Agreement dated 29th June, 1982 and expressed to be made between the said Byramjee Jeejeebhoy Private Limited (hereinafter referred to as B.J.P.L.) as the owners of the One Part and the said Bombay Real Estate Description Company Pvt. Ltd., (hereinafter referred to as "BREDCO" and Receipt to as the Developer of the Other Part, BREDCO has acquired development rights inter alia in the said land on the terms and subject to the conditions more particularly stated in the said Agreement dated 20th Juge 1742.

Subsequents by virtue of the Consent Terms dated 21st December, 1988 in Company Petition No. 868/1988 in the High Court, Bombay, the said 370 Acres of land belonging to B.J.P.L. stood absolutely vested in M/s. Nanabhoy Jeejeebhoy Pvt. Ltd., hereinafter referred to as N.J.P.L, but subject to the aforesaid Agreement dated 29th June, 1982.

5) The said N.J.P.L. confirming the Agreement dated 29th June, 1982 entered into by and between B.J.P.L. and BREDCO, duly executed Irrevocable General Power of Attorney in favour of BREDCO being Power of Attorney dated 28th February, 1989. Thus BREDCO has paid full consideration money to the said Byramjee Jeejeebhoy Private Limited and obtained from Nanabhoy Jeejeebhoy Private Limited (who were successors in title to the said Byramjee Jeejeebhoy Private Limited as herein recited) an Irrevocable Power of Attorney dated 28th February, 1989, in their favour to fully deal with the properties mentioned therein including the said land described in the Schedule there under written.

6) In the premises BREDCO has become fully entitled to deal with various properties including the said land and dispose off the same on such terms and conditions as it may deem fit and proper.

- 7) By Memorandum of Understanding dated 6th day of October, 1986 and Supplementary M.O.U. dated 29th day of January, 1992, executed between BREDCO and Thakur Brothers Agricultural Farm it was agreed between the parties thereto to develop the various property mentioned therein which include the said land described in the Schedule thereun are in the ratio of 60% by BREDCO and 40% by Thakur Brothers Agricultural Farm.
- 8) A portion of the said property described in the Schedule is carmarked for Development/construction of the Building No. 5 (wing A & wing B) by consuming the F.S.I of 9138.69 sq. mtr. excluding benefit of F. S. I. for areas consumed in Staircase, Balcony and Lift and Common Area and further loading fungible F.S.I. to the extent of 3,194.33 squares thus total F.S.I admeasuring to 12333.02 sq. mtrs. The cabouter be constructed on the portion more particularly rescribed in the last Schedule hereunder written and is hereinafter referred to a line Smaller Property" A layout of the said portion of land has been said tioned by Bettern Mumbai Mahanagar Palika by the Deputy Chief Engine 15 days ding Proposals, Western Suburbs) Bombay Municipal Corporation vide his letter No. CHE/1645/LOR dated 01/02/2008.
- 9) Accordingly, for the purpose of development of the Said Smaller Property, the Joint Developers have agreed to jointly develop the said Smaller Property according to the arrangement recorded in the Joint Venture cum Development Agreement dated 18th January 2011 and Supplemental Deed to the Joint Venture -cum-Developmental Agreement dated 06th June,2013 wherein as per the second schedule of the said Supplemental Deed to Joint Venture - cum- Development, Joint Developers have decided to develop and is interalia presently constructing on the said smaller Property, one building being Building No. 5 having two wings namely (Wing "A" - "Thakur Wadi" and Wing "B"- "Thakur Jewel"), in accordance with the sanctioned plans and permissions and are entitled to sell on ownership basis premises, garages, open/stilt/podium car parking space and other premises therein. That Wing "A" in Building 5 i.e. Thakur Wadi shall exclusively belongs to "M/s. Thakur Brothers Agricultural Farm" and none of the premises in this Wing "A" of the Building No.5 constructed on the smaller property shall be sold by the Joint Developers and the Building No.5 wing "B" namely "Thakur Jewel", for the purpose of this Agreement shall be referred to as "the said Building" wherein Flats/ garages, open/stilt/podium car parking space and other premises therein have offered the Purchasers.

The Municipal Corporation of Greater Mumbai (hereinafter referred to as "The MCGM") has sanctioned plans for construction of the said Building to be constructed on the said Property and accordingly issued Intimation of Disapproval (I.O.D.) bearing No.CHE/A-3253/BP(WS)AR dated 17/11/2004 The said sanctioned plans have been amended/revised from and sanctioned. The MCGM has on 08/01/2008 issued Commenced and sanctioned. The MCGM has on 08/01/2008 issued Commenced and Sanctioned (C.C.) in respect of the said Building bearing No.CHE/A-3254/BP(WS)AR, copies of the I.O.D and the C.C. are annexed hereto.

The Joint Developers have entered into a prescribed Agreement with the Architect registered with the council of Architects and have also appointed Structural Engineers for preparing structural designs, drawings and specifications of the building to be constructed on the said smaller Property and the Purchaser accepts the professional supervision of the said Architect and the said Structural Engineer till completion of the said

12) Copy of the Property Register Cards in respect of the Said smaller property are annexed here o and marked as Exhibit "7".

At the instructions of the Joint Developers, Shukla & Associates, Advocates & Adviscous ssued their Title Certificate dated 10.06.2013. A copy of the set Theorem is annexed hereto as Exhibit "1".

The Purchaser has remanded inspection from the Joint Developers and the Joint Developers have given inspection to the Purchaser of all doublets of title rating to the said Smaller Property, including all the documents of title rating to the said Smaller Property, including all the documents and specifications prepared by the Joint Developer's Architects, the Title Certificate, Revenue records and all other documents as specified under the Maharashtra Ownership Flats (regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the Maharashtra Ownership Flats Act") and the rules made there under.

(b) The Purchaser acknowledging the facts that they have taken the inspection of the all the necessary documents permissions and duly sanctioned Plans to their own satisfaction and have satisfied his/her/themselves about the validity, legality and correctness vis-à-vis the factual position of Building No. 5 having two wings namely (Wing "A" – "Thakur Wadi" and Wing "B"- "Thakur Jewel") and the position of the flat in Wing "B" to be taken by the Purchaser and have also satisfied

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his/her/themselves about the representations made by the Joint Developers including taking inspections of all the documents and making independent enquiries about the same to their own satisfaction and he/she/them understood the fact that Wing "A" in Building 5 i.e. Thakur Wadi shall exclusively belongs to "M/s. Thakur Brothers Agricultural Farm" alongwith independent strip of land leading from the main road to the temple as well as forming the access exclusively meant for Wing "A" namely Thakur Wadi' and none of the premises in this Wing "A" of the Building No.5 constructed on the smaller property shall the Dock of the Joint Developers.

- no rights over the premises or property belongs to the Wing "A" of the Building No.5 and in future Purchaser alongwith other purchasers of Wing "B" i.e. "Thakur Jewel" shall not try to merge the same into the co-operative society or under the Company (if form) or create nuitable of the property and the distriction of the property of
- The Purchaser is made aware that the concerned local authorities and/or government may lay down certain terms, conditions, stipulations and restrictions and upon observance and performance of which the Occupation and the Completion Certificates in respect of the said Building may be granted by the concerned local authority;
- The Purchaser being desirous of acquiring a Flat in the said building being 16) constructed on the said smaller property and has approached the Joint Developers and requested them to allot to him/her/them Flat No. 1602 admeasuring about 127.50 sq.mtr. (carpet area) (approximately) ____ sq.mtr. (built up area) (approximately) on the equivalent to ____ IG the Floor in the Wing "B" of Building No. "5" known as "Thakur Jewel' as shown on the plan thereof hereto annexed and marked in Exhibit 11 together with 1 stack car parking/s at stilt/Podium/open (car parking no/s. to be allotted later) admeasuring about ____ sq.mtr. being constructed on the part of the smaller property (hereinafter referred to as "the said Flat" or "the said premises") and the said Car Parking Space" respectively. The description of the wing "A" in Building 5 "Thakur Wadi" and wing "B" in Building 5 "Thakur Jewel" are more particularly described in the Second Schedule and Third Schedule respectively. On the request of the Purchaser,

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the Joint Developers agree to allot to the Purchaser, and the Purchaser agrees to acquire from the Joint Developers the said Flat and the said Car Parking Space for the consideration and on the terms and conditions hereinafter appearing. Unless referred to individually for the purpose of this reference to the expression "the said Premises" shall present the purpose of the said Premises shall present the purpose of the said Premises.

The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Joint Developers and the Purchaser has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Joint Developers on the said Smaller Property may take a very long time, therefore the Joint Developers may require to amend, from time to time, the plans, layout, design,

c., as the Joint Developers may consider necessary or as may be Government, MCGM or any other local authority and the no objection to the Joint Developers making such

Developed to the said Maharashtra Ownership Flats Act, the Joint Developed are required to execute a written Agreement for Sale in respect of the said Premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents which shall be registered under the provisions of the Registration Act, 1908.

Title Certificate dated 10/06/2013

19) The List of Exhibits attached to this Agreement are stated hereinbelow:

Exhibit "1 A" Certificate from Architect & Consultant dated 03/06/13

Exhibit "2" Specifications

Exhibit "3" Copy of the ULC order dated 22/04/1994

Exhibit "4" Copy of the ULC order dated 04/05/2002

Exhibit "5" Copy of IOD dated 17/11/2004

Exhibit "6" Copy of C.C. dated 08/01/2008 updated till 31/01/2013

Exhibit "7" Copy of Property Register Cards.

Exhibit "8" Registered Undertaking regarding Fungible FSI.

Exhibit "9 Copy of Block Plan.

Exhibit "10" Sketch Plan of the Floor

Exhibit "11" Copy of the typical Plan

20. The Joint Developers are entering into similar separate agreements with the several other persons and parties for the sale of the premises in the Wing "B" of Building No.5 hereinafter referred as "Thakur Jewel".

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Exhibit "1"

& B. R. Parcelle

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REED BY AND

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGE BETWEEN THE PARTIES HERETO AS UNDER:

- The Joint Developers shall construct the said Building namely Thakur 1. Jewel' on the said Smaller Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority alongwith Wing "A" namely "Thakur Wadi" as per the understanding between the Joint Developers and which have been understood, seen and approved by the Purchaser with such variations and modifications as the Joint Developers may consider necessary or as may be required by the Government, MCGM or any other local mathematics to time. The Joint Developers reserves the right, plans from time to time, for which no consent will be required, unless it adversely affects the *i*nremisa purchased by the Purchaser.
- The Purchaser made aware of the fact that the Joint Developers have to 2. observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
- (A) Subject to the terms and conditions herein, the Joint Developers hereby 3. agree to allot/sell to the Purchaser and the Purchaser agrees to accept the allotment/sale from the Joint Developers of the said premises being;
 - (ii) The said Flat being Flat No. 1602 admeasuring about 127.50 sq.mtr. (carpet area) (approximately) equivalent to ____ sq.mtr. (built-up area) (approximately), on 16^{+h} Floor in the Wing "B", of the Building No. "5" known as Thakur Jewel as shown on the Plan and marked and annexed as Exhibit 11 hereto.
 - (ii) Together with 1 stack open/stilt/podium level car parking (car parking no./s to be allotted later) admeasuring about _____ sq.mtr.

(all the aforesaid said Flat and the said Car Parking Space are hereinafter collectively referred to as "the said premises").

At or for the price of Rs. 2,50,00,000 (Rupees Two Crares only), (hereinafter referred to as "the Sale Price").

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(xi)	Rs/- (Rupees		
	Only), being 3% to be paid	on completion of 9th 15 of the said	
	Wing of the said Building.	3824 94 Pge	.
(xii)	Rs/- (Rupees	7084	2.
• •		on completion of 10th slab of the said	3
	Wing of the said Building.		Perecu
(xiii)	Rs/- (Rupees		(1)
	Only), being 3% to be paid	on completion of 11th slab of the said	\sim
	Wing of the said Building.		Z
(xiv)	Rs/- (Rupees		المحج
•		on completion of 12th slab of the said	(,)
	Wing of the said Building.		
(xv)	Rs/- (Rupees	SUB-Return	
\. <i>,</i>	Only), being 3% to be paid		
	Wing of the said Building.		
(xvi)	Rs/- (Rupees		
	Only), being 3% to be paid	on completion of 14 slabs) the said	
	Wing of the said Building.	SUBURBAN OIST. B	
(: <u>:</u>)	Do / (Puposo		_
(xvii)	Rs/- (Rupees	on completion of 15th slab of the said	14.
	Wing of the said Building.	on completion of 10 day of the sala	3
	_		18
(xviii)	Rs/- (Rupees		. K
	Only), being 3% to be paid	on completion of 16th slab of the said	
	Wing of the said Building.	·	
(xix)	Rs. /- (Rupees		£
()		on completion of 17th slab of the said	
	Wing of the said Building.		
(xx)	Rs/- (Rupees		7 7
		on completion of 18th slab of the said	35
	Wing of the said Building.		R. Parckh
(xxi)	Rs/- (Rupees	<u> </u>	
	Only), being 3% to be paid	on completion of 19th slab of the said	Œ
	Wing of the said Building.		
^-		8	
م	1.2		
		9]	
	•		

		(xxii) Rs/- (Rupees
		Only), being 2% to be paid on completion of 20th slab of the said
	0	Wing of the said Building.
:	7	(xxiii) Rs/- (Rupees
	مر م	Only), being 2% to be paid on completion of 21st slab of the said
1 10	100	Wing of the said Building.
1	1	(KXIV) Rs. 1991 /- (Rupees
	382	200 (nly), being 2% to be paid on completion of 22nd slab of the said
Ę		Wing of the said Building.
<u>.</u> [13.	(xxv) Rs/- (Rupees
. (, C.	Only), being 2% to be paid on completion of 23rd slab of the said
		Wing of the said Building.
		(Paraga
	SUB.RS	vi)Rs/-(Rupees Only), significant for the completion of brick work.
	A 186 .	(xxviles/- (Rupees
(E)		Only), being 5% on completion of plastering work.
		/- (Rupees
1/4	A STATE	Only), being 5% of the balance sale Price
	Sugar Sugar	amount to be paid on or before receiving Possession.
		All the parties have agreed that possession shall be handed over to the
ecch		Purchaser/s at the last after obtaining the signature of both the Joint
28		developers. It is further agreed by and between the parties that before
pp. Aseach.		booking and/or registering the Agreement for sale the Purchaser shall pay the tax deduction at source at the rate of 1% or applicable rate in
		addition to above mentioned consideration to the joint developers. All
,		the procedure in respect of Section 194IA on Tax Deducted at Source of
Ċ	•	Immovable Property shall be an obligation of the Purchaser only.
	(C)	The Sale Price shall be exclusive of all taxes, levies, duties, cesses etc.
;; Z	(-)	All such taxes, levies, duties, cesses (whether applicable/payable now or
7		become applicable/payable in future) including Service Tax and/or Value
B.R. Parculul,		Added Tax (VAT) etc., shall be borne and paid by the Purchaser alone for
6		which he/she/they are indemnifying the Joint Developers and the Joint
Œ		Developers shall never be liable, responsible and/or required to bear
K		and/or pay the same or any part thereof.
	(D)	In addition to the Sale Price, the Purchaser shall pay all other amounts
		mentioned herein including the amounts mentioned in clause 29
		hereafter.
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The Purchaser shall pay the sale price and all other amounts to the Joint Developers prior to taking possession of the said premises.

to the Joint Developers through an account page caeque demand draft/pay order/ wire transfer/any other instrument death in favour of "Thakur Realty Pvt. Ltd". In case of any financing arrangement entered by the Purchaser with any financial institution with respect to the purchase of the said Premises, the Purchaser undertakes to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Joint Developers through an account page demand draft drawn in favour of "Thakur Realty Pvt. It is paying made in favour of any other account other than Arroburt New 1985062 100046196 of Punjab & National Bank in favour of "Thakur Realty Pvt. Ltd" shall not be treated as payment towards the said premise.

- 5. The Parties hereto confirm that this documents the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
- 6. (a) The Purchaser agrees and confirms that the payment of installments shall be made on the due dates, without any delay or default of any of the terms of this Agreement. The Purchaser agrees that the time for payment shall always be the essence of the contract. An intimation forwarded by the Joint Developers to the Purchaser that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed.
- (b) the Purchaser agrees to pay the Joint developers the aforesaid installments within 15 days from the date of intimation by the Joint developers. Beyond 15 days, the Purchaser shall pay to the Joint developer interest @24% per annum on the amount due and failing in arrears.
- (c) However, the Purchaser agrees that the Demanded installment shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Joint Developers shall have the absolute right to rescind this agreement.

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Agreement or otherwise;

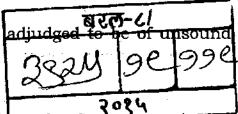
(ii) If the Purchaser commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other and/or the terms and conditions of layout, I.O.D., Commercement Certificate, U.L.C. permission, N.O.C. and other sanction permission, Undertakings and Affidavits etc.;

If the Joint Elevelopers is of the opinion and/or belief that any of the representation, declarations and/or warranties etc., made by the Purchasin in the Booking from Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser is untrue or false;

- (iv) If the Purchaser has been declared and/or adjudged to be insolvent, bankrupt etc., and/or ordered to be wound up;
- (v) If the Purchaser is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.
- (vi) If any of the assets and/or properties of the Purchaser is attached for any reason whatsoever under any law, rule, regulation, statute etc.
- (vii) If the Joint Developers is of the opinion and/or belief that the Purchaser is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and/or it is apprehended that he is likely to default in making payment of the amounts mentioned in this Agreement;

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- (viii) Any execution or other similar process is issued and/or levied against the Purchaser and/or any of his assets and properties;
- (ix) If the Purchaser has been declared and/or adjudge mind;



(x) If the Purchaser has received any notice from the Government in the India (either Central, State or Local) or foreign Government for the Purchaser's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;

(xi) If the Joint Developers are of the opinion and on belief that any of the aforesaid event has been suppressed by the purchases.

- 8. On the happening or occurring of any of the wear of Default han and in that event, the Joint Developers shall without provide to the rights that the Joint Developers may have against the Purchaser either under this Agreement, or in law or otherwise, be entitled to (i) terminate this Agreement and (ii) forfeit and appropriate the following amount from the Purchaser.
- (i) A minimum of 5% (five percent) of the Sale Price or all the losses and/or damages suffered in the sale of the said Premises to a new Purchaser, whichever is more.
- (ii) A minimum of 6% (six percent) of the Sale Price or all losses and/or damages suffered in the sale of the said Premises to a new Purchaser whichever is more, in case of any brokerage being paid with respect to the sale of the Said Premises.
- 9. (i) Upon the Joint Developers terminating this Agreement, the Purchaser shall cease to have any right, title, interest, claim, demand, etc., of any nature whatsoever against the said Premises or any part thereof and/or against the Joint Developers and the Joint Developers shall be entitled to deal with and dispose off the said Premises to any other person/s as it deem fit without any further act or consent of the Purchaser.
 - (ii) Upon the Joint Developers terminating this Agreement as aforesaid, the Joint Developers shall become liable to refund without interest, the balance (i.e. amount paid by Purchaser to the Joint

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Developers less the Amount which the Joint Developers are entitled to forfeit as aforestid) if any due to the Purchaser only after the said Prince has been received from the new Purchaser in respect of the said Premises. However any profit and all other advantages and benefits arising from the sale of the said premises to a new Purchaser shall be to the sole and exclusive credit of the Joint Developers and the Joint Developers shall be entitled to dispatch the said refund cheque to the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents irrespective of whether or not the precipal of the said refund to be the said recepts/encashes the cheque/s, it will amount to be the said

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Notwithstanding anything contained herein, in case of any delay or default in making payment of any of the amounts and/or installments of any amount ayable under this Agreement or otherwise, the Joint Perelopers shall without prejudice to any other right to terminate and forfeit all such amount from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser and the Purchaser shall pay to the Joint Developers interest on all outstanding payment at the rate of 2% (Two percent) per month from the due date till the date of actual payment. It has also been agreed that in case of every delay in the payment of any installments/amounts hereunder, the Purchaser shall be liable to pay an additional charge of Rs.5000/- (Rupees Five Thousand Only) as administrative fee for every installment/amounts delayed along with the interest payable as mentioned hereinabove. In any event of default of payment by the Purchaser this Agreement can be terminated by the Joint Purchasers at their sole discretion.

11. All the aforesaid rights and/or remedies of the Joint Developers are cumulative and without prejudice to one another.

12(A) It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the said Premises only. And such right will accrue to the Purchaser only on the Purchaser making payment of all the amounts including the Sale Price to the Joint Developers strictly in accordance with this Agreement and only on the Purchaser performing and complying all other terms, conditions, covenants, obligations, undertakings etc., hereof. All other unsold premises, car parking, portion or portions of the Said Building etc., shall always be the sole and absolute property of the Joint Developers even

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after formation of co-operative society under the Matters operative Societies Act, 1960 or to a condominium or Limited comprising or holders of the premises situated in the Suildir be referred to as the "the Said Organization") The Purchaser hereby confirm and consents to the irrevocable, absolute and unfettered right of the Joint Developers to develop, sub-developerate francisco its rights, give on lease, sub-lease, and/or deal with and dispose off the Said smaller Property and/or the Said Building and/or all other unsold premises and car parks and portion or portions of the Said Property delineated on the plan annexed hereto as par sue "A" namely Thakurwadi including common areas, such a open spaces, in the manner deemed fit by Coint Bevelopers any consent or concurrence of the Purchaser of any other person. The Purchaser is further aware that the Joint personal have retained its right to permit the Users/Occupiers of oth Building alongwith the Users/Occupiers of other premises/developments on the Larger Property to use the recreational facilities and confirms that the Joint Developers can exercise such right, for enabling enjoyment of the recreational facilities as may be required by the Joint Developers.

- (B) The common areas of the Building No.5 Wing "A" and Wing "B" are described in the Schedule hereunder written. It is agreed that:
 - (i) the Joint Developers shall always be the owner and will have all the rights, title, interest in respect of the said common areas, and will be entitled to deal with and dispose off the same in such manner as the Joint Developers may deem fit.
 - (ii) the Purchasers of the premises in Wing "B" shall not have any right, title, interest etc. in respect of the said common areas of the Wing "A".
 - (iii) The Purchaser of the premises in Wing "B" shall be permitted to use the said common areas of Wing "B" on such terms and conditions as the Joint Developers may deem fit.
 - 13(A) the Purchaser of premises in the building shall join in forming and registering an Association of Apartment Owners or a Society or a Limited Company (Sole Option being with Joint developers) as may be decided by the Joint developers to be known by such name as a Promoter may decide and which will be approved by the Registrar of Co-operative Housing Society or Registrar of Company as the case may be or Purchaser alongwith other Purchasers shall co-

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in forming any other organization and for this purpose बरल-८ time to time sign and execute the application for registration and/or membership and other papers and documents sary for the formation and registration of the said "Thakur 2081 wel Co-operative Housing Society" or other organization for the

Said Building Wing "B" and for becoming a members of and shall duly fill in, sign and return to the Joint Developers including the bye-laws of the proposed organization within fifteen days of the same being forwarded by the Joint Developers to the Purchaser, so as to enable the Joint Developers to register the organization of the

Purchaser. No objection shall be taken by the Purchaser if any or modifications are made in the draft bye-laws or the m and/or Article of Association, as may be required by Registrar of Co-operative Societies/registrar of companies, as the case had be, or any other Competent Authority.

The Burchasen need on the fact they share not raise any dispute on the steps of the Joint Developers to form any such said organization. In no event the concerned cooperative society or the Purchasers of premises in the Building/Wing for which such society have been formed shall be entitled to require subdivision of the said property so as to segregate the area to be conveyed to such society from the said property. The Joint Developer shall also be entitled instead of executing a Conveyance of the land in favour of such society, to execute in its favour a lease for a term of 999 years on a nominal annual rent of Rs.1/- of the plinth area of the said Building/Wing and the surrounding land as may be determined by the Joint Developers.

Such lease shall contain such terms and conditions as the Joint Developer shall determine having regard to the development of the said property as a layout area. It has been specifically agreed by the Purchaser that after registration of the Co-operative Housing Society or any other organization, the required conveyance as per MOFA shall only be restricted to the plinth area or the underneath area of the Building known as "Thakur Jewel" together with minimum compulsory open spaces as per D.C. Regulation and Purchaser shall never claim any right in whatsoever nature on the property, title, benefits and amenities of "Thakur Wadi" known as Wing "A" of Building No5 under any governing act or under the disguise of any other applicable law in India. Purchaser is hereby acknowledging the fact that he/she/they shall separately execute the Indemnity Deed/ Declaration Cum Indemnity Bond infavour

of Joint Developers to safeguard the rights of owner of Ming Building No.5 namely "Thakur Wadi". agreed to bear the cost, charges and expenses in preparing The Flat prehasers furthe and registering of the Conveyance, lease deed, Transfer Deed and an other document or documents and assurance required to be executed by the Joint Developers and/or Owners and Purchaser/s shall also bear the professional costs/fees of the Advocates and Solicitors of the Joint Developers for preparation and approval of such document and also stamp duty applicable at the time of conveyance or registering the lease deed (on the recommendation of the Joint Develop fees and charges shall be borne and paid protect Purchasers of the premises in the said building and that the admit Developers shall not be liable to contribute anothing towards expenses. The proportionate share of such cost charges and expenses. shall be payable by the Purchasers immediately of demand by the Joint Developers in that behalf. The Purchaser shall contribute to the Joint Developers on execution of this Agreement, the sum of Rs. 39, 60, 000/- (Rupees Thirty nine lacs sixty thousand) towards his/her/their share of such costs, charges and expenses.

The Joint Developers shall thereafter execute the lease or conveyance only after the Joint Developers have;

- (i) Utilized, consumed, loaded etc. entire Floor Space Index ("FSI"), potential, yields of the Said Property and/or Transferable Development Rights ("TDR");
- (ii) Completed the construction of the said Building and/or other building/construction on the said Smaller Property and sold all the premises in the said Building including garages, stilt, parking, open spaces and;
- (iii) Received all the amounts including the Sale Price from the Purchasers thereof; And till then, the Joint Developers shall not be bound, liable, required and/or called upon to form any such Said organization, and shall not be required to execute lease or conveyance or any other document in respect of the portion of the Said Property together with said Thakur Jewel standing thereon on the portion of the Smaller Property and the Purchaser agrees and grants irrevocable consents not to make any demand or raise dispute or objection in that behalf.
- (C) It is expressly and specifically clarified, agreed, understood and confirmed that considering the overall development of the Said smaller

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property, the Joint Developers shall at its discretion be entitled to form

archive number of Society's/Condominium/Company and/or its respective independent association/committee for the purpose of management and diffinistrative convenience as the Joint Developers may decide.

Representation and expenses incurred in connection with the formation of the said Organization as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Joint Developers and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Joint Developers ring and approving all such documents shall be borne and paid

haser and the Said Organization as aforesaid and/or rtionally by all the holders of the premises etc., in the Said ling paniely Thakur Jewel'. The Joint Developers shall not be liable

http://www.nything towards such expenses.

feed that one month prior to the execution of the conveyance/lease the Purchaser shall pay to the Joint Developers, the Purchaser's share of stamp duty and registration charges payable, if any, by the said Organization on the execution of the conveyance/lease or any document or instrument of transfer in respect of the Said Thakur Jewel The Purchaser alone will be responsible for of Building No.5. consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.

The Joint Developers shall sell/allot all premises, garages, car parking, open spaces, terraces etc. intended to be constructed on the Said Property with a view ultimately that the Purchasers/Allotters of all the premises, garages, car parking, open space etc. in Said Building shall be admitted to the Said Organization. It is agreed and clarified that the Joint Developers shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose off the premises, garages, car parking, open spaces, terraces etc., separately and independently and the Purchasers/Allotters of all the premises, garages, car parking, open space in the said Building shall be admitted to the Said Organization.

The Developers hereby specifically declares that as per clause 10(a) of the 17. Joint Venture-cum-Development Agreement dated 18/01/2011 and the other terms mentioned in Supplemental Deed to the Joint Venture -cum-Developmental Agreement dated/06th June,2013, the Developers shall

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have no right, title or interest and as such shall never clair any right, title or interest with respect to the Wing "A" of the said Building as well as with respect to the independent strip of land leading from the main road to the Temple as well as forming the access exclusively meant for Wing "A" nor with respect to the existing Temple which are more particularly shown by red colour line in the plan annexed to the said Joint Venture-cum-Development Agreement as Exhibit "A" thereto.

18. The Purchaser and the person to whom the Said Premises is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as relocation of the Said Organization may require for safeguarding affections of the Joint Developers and/or Purchaser and other Purchasers in the Said smaller Property.

19.(i) It is agreed that notwithstanding anything Cathined Her herein, the Joint Developers shall be entitled a significant teamend the existing layout and/or to construct additional building/structures on the said Property and/or additional floors on Said Building being constructed on the Smaller Property even after completion of Said Building and/or even after execution on conveyance/ lease in respect of the said Building in favour of the Said Organization. All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of the Joint Developers who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Joint Developers deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Larger Property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating right which may be available in respect of the Said Larger Property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I. or otherwise or on account of floating rights and all other benefits and right. The Joint Developers shall be entitled to utilize and consume such TDR, F.S.I. Fungible F.S.I or any other potential, other rights, benefits including floating rights etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser shall not be entitled to claim any rebate in price or any other advantage from the Joint Developers on the ground of the Joint Developers making additional construction or any other ground whatsoever. The Purchaser hereby confirm and consents to the irrevocable and unfettered right of the Joint Developers to amend the

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It is agreed between the Joint Developers and the Purchaser that the Joint Developers shall be entitled to develop the said Smaller Property in phase-wise manner and/or sector-wise manner as the Joint Developers

The Joint Developers are retaining unto itself full rights for of providing ingress or aggress to the Purchaser from the smaller property in the manner deemed fit by the Joint Developers the Purchaser unequivocally consents/agrees not to raise any spute regards the same now or anytime in the future.

If the detween the Joint Developers and the Purchaser that the Joint Developers shall be entitled time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the Said smaller Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit Plan or proposed as the Joint Developers may desire. It is further agreed that the Joint Developers in its absolute discretion shall be entitled to locate or provide in the Said Building on the Small Property any additional floors and use the same for such purpose or purposes as the Joint Developers may desire without reference or recourse to the Purchaser or the Said Organization at the discretion/option of the Joint Developers from time to time.

The Purchaser hereby expressly consents to the Joint Developers redesigning the buildings or increasing number of floors, adding more building or buildings or the recreation area or realigning any internal road, recreation area and passages and such other area or areas which the Joint Developers may desire to realign and re-design and in the Said Building in which the Purchaser has agreed to acquire the premises is completed earlier than other building/s structures, then the Purchaser confirms that the Joint Developers will be entitled to utilize any F.S.I., T.D.R. and all the benefit, potentials, yield, advantages etc., presently available and/or that may be available in the future for any reason including on account of changes in regulations/law/act etc., and till all

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the aforesaid is fully utilized by the Joint Developers, and all the premises etc. are sold, and the amount of amounts provide by the Joint Developers is/are duly received by the Joint Developers and all the obligations required to be carried out by the Purchaser have and the Purchaser/s of premises are fulfilled by them, the Joint Developers shall not be bound and shall not be called upon or required to form any such Said Organization as the case may be and the Purchaser agrees and irrevocably consent not to have any demand or dispute or objection in that behalf.

It is agreed, confirmed and covenant by the Purch (v) he Joint Developers shall have full right and absolute entitled to, at any time hereafter, changes, a fail and plans, designs, elevation, etc., of the said thirding and or the Said Property and/or get the said Smaller Property site divided in a mall portions or parts or amalgamate the same with ány properties and the Purchaser shall not have any objection in this regards. Further it is agreed between the parties hereto that the Purchaser shall not be entitled to nor shall he/she/they demand subdivision of the Said Property or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the Said Building and that the Purchaser and/or the said organization shall not be entitled to put up any further additional construction on the Said Building exceeding the FSI consumed therein at the time of conveyance/lease to be executed in their favour for any reason whatsoever.

20.(i) It is expressly agreed between the Joint Developers and the Purchaser/s, and the Purchaser/s confirms that he/she/they are aware that the Joint Developers are likely to receive additional F.S.I. and/or TDR and other rights and benefits on the Said smaller Property and in such event of Joint Developers receiving additional F.S.I. and/or TDR and other rights and benefits the Joint Developers shall be entitled to construct either additional floor or floors on the Said Building or any part thereof or construct either additional structure on the Said Property (in the open compound as may be permissible either as Annex structure or as an independent structure) as the Joint Developers may desire and the Joint Developers shall be entitled to deal with, dispose off, alienate, encumber or transfer such additional floor or floors or premises and buildings or structures for such consideration to such party as the Joint Developers may desire without reference or recourse or consent of the Purchaser/s

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object to the same.

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That the same of the said Wing "B" of Building No.5 shall always be known as makur Jewel and this name shall not be changed without the written permission of the Joint Developers.

In the event of the Said Organization being formed and registered before the sale/allotment and disposal by the Joint Developers of all the premises, garages, car parking's space, open spaces, terrace space etc., then the powers and the authority of the organization so formed and/or

rchaser and/or other holders of the premises, garages, car tc. shall be subject to the overall superintending/authority of the Joint Developers in respect of all the matters cerning he administration in respect of managing Compound or of the said Thakur Jewel and in particular the Joint shall have absolute authority and control as regards the not allotted premises etc. and the same and disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the Said Organization, being formed earlier than the sale/allotment and disposal of all the premises, garages, car parking spaces etc. by the Joint Developers than and in that event any allotted or purchase of premises from the Joint Developers shall be admitted to Society, Limited organization/Co-operative Condominium of Apartment/Owners on being called upon by the Developer without payment of any premium or any additional charges save and except for the membership money and entrance fee and such

allotted Purchaser or transferee thereof shall not be discriminated or

(iv) The Joint Developers shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the Said Organization for the sale/allotment or transfer of the unsold premises etc. in the Said Building or the Said smaller Property even after the conveyance/lease is executed in favour of the Said Organization with respect to the Thakur Jewel.

treated prejudicially by such organization.

The Purchaser is aware that the Joint Developers shall be constructing and developing on the remaining portion of the said Smaller Property the building/s for such use as the Joint Developers in its sole discretion deem fit for development and; the Purchaser hereby irrevocably consents to the same.

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22. The Purchaser has made inquires and is satisfied that the title of the Joint Developers to the Said smaller Property is marketable. The Purchaser hereby undertakes not to raise any objection and/or make requisitions to the title of the Joint Developers to the Said smaller Property.

23. It is agreed that the Said Premises shall be see Stricture with normal brick with cement plaster only. It is agreed that the Said Premises may contain specifications, fixtures afterings, and/or absentites as specified in the Exhibit-2 hereunder written.

- - (i) Non-availability of steel, cement, other building material, water or electricity supply;
 - (ii) War, Civil Commotion or act of God;
 - (iii) Any notice, order, rule, regulation, notification or directive of the Government and/or any local or public or private body or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - (iv) Economic downturn;
 - (v) Any other eventuality which is beyond the control of the Joint Developers including precarious financial condition of the Joint

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industry;

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Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Joint Developers or its including strikes or agitation by the workers or laborers of the Joint Developers or the Contractor or suppliers.

(vii) Any, notice, order, rule, notification of the Government, B.M.C. and/or other public or other Competent Authority or court.

The Purchaser shall make payment of the installments mentioned ereinabove along with all the other amounts including amounts tioned in this Agreement. The Purchaser shall occupy the Said premises within 7 days of the Joint Developers giving written notice to the Purchaser intimating that the said Premises is ready e, such written notice shall be given by the Joint Developers he Purchaser only three months after receipt of occupation certificate; provided the MCGM has given the water connection, the electrical company has given the connectivity and supply of Gas Authority company has given the Gas connectivity in kitchen.

- 26. The Purchaser shall use the Said Flat only for residential purpose or for the purpose it is allotted. The Purchaser shall use the car parking space/s, if allotted, only the purpose of keeping or parking of the Purchaser's own vehicle only.
- The Purchasers shall at the time of making payment of the 27. installments mentioned as agreed herein will also pay a sum as mentioned in Clause 29(viii) (X) which will be held by the Joint Developers as deposit without interest and the Joint Developers shall be entitled to utilize such deposits towards payment of taxes and other outgoings. In the event of the Purchaser making any default in payment thereof regularly of provisions monthly compensation as mentioned in Clause 29 and as agreed to herein by him/her/them, the Joint Developers will have rights to take legal action against the Purchaser for recovering the same and the Purchaser shall reimburse to the Joint Developers all such costs and expenses incurred by the Joint Developers in instituting such legal action against the Purchaser for the recovery of the amounts as mentioned above along with interest @24%. After the Society as aforesaid shall have been formed and the concerned building shall have been transferred and/or conveyed to the Society the Joint

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Developers shall handover the balance amount if any from the said-deposit to such Society.

28. It is agreed that no taxes or maintenance charges shall belowable by the Joint Developers in respect of unsold Premises including Flats/Shops/Parking Areas etc., until such Premises are sold and possession thereof given to the Purchasers.

29. As part of the transaction contemplated easing the rehaser shall, on the receipt of occupation certificate in the Developer pay to the Joint Developers inter alia the following amounts aggregating to Rs. 4, 52, 450/- (Ruppes Court above the safe Price as mentioned in clause 3 above and all other amounts able by the Purchaser under this Agreement or otherwise. The Joint Developers are entitled to retain and appropriate the same to its own account.

Particulars	Amount (Rs.)
(i) Membership Charges	1001-
(ii) Corpus Fund	60,000
(iii)Development Charges / any Premium	· · · · · · · · · · · · · · · · · · ·
Charges	3,00,000
(iv)Electric/Water meter charges	20,000 7
(v) Legal Charges	10,000
(vi) Mahanagar Gas connection	9,000
(vii) Formation and registration of Society or any other body	- 000,F
(viii) Proportionate share of Municipal taxes for the premises	1, 31, 550
(ix)Proportionate share of outgoings for the premises	
(x) Twelve Months Maintenance	2.00,000 -
Development Charges	
Share Charges	550
VAT & Service Tax Charges	61,800 -
Total	8,00,000

The Joint Developers shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the Said Premises and the Purchaser shall be liable, to pay electricity, gas and other bills for

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of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Joint Developers, such other charges or such other amounts under such charges as the Joint Developers may indicate. It is also further classified that the amount of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay the Joint Developers, such increased charges as the Joint Developers may indicate. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, the Purchaser shall forthwith on demand pay to and/or deposit the additional amounts with the Joint Developers.

nmencing a week after notice in writing is given by the Joint Person to the Purchaser/s, that the said Premises is ready for occupation and irrespective of the Purchaser/s taking the ession of the said Premises, the Purchaser/s shall be sponsible and liable to bear and pay the outgoings in respect to the said Premises along with the proportionate share of outgoings in respect of the said building, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Building. Until the said Common Organization is formed of all the purchaser/s in the said Thakur Jewel Building, the Purchaser/s shall pay to the Joint Developers such proportionate share of outgoings as may be determined at the discretion of the Joint Developers. The advance amounts so paid by the Purchaser/s to the Joint Developers shall not carry any interest and remain with the Joint Developers until the said handover of the operations of the said Thakur Jewel Building is executed in favour the said Common Organization. One Year Advance Payment of monthly outgoings as aforesaid shall not be deemed to be waiver of the Purchaser's liability to pay the monthly outgoings in respect of the said premises. It shall be the Purchaser's liability to bear and pay the monthly outgoings in respect of the premises, immediate from the Eight (8th) day of notice in writing is given by the Joint Developers to the Purchaser/s that the said Premises is ready for occupation, irrespective of the Purchaser taking the possession of the said

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Premises. The monthly outgoings payable in respect of the said premises shall be calculated @ Rs. __/- per sq. ft. on Area. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in adaptated shall not withhold the same for any reason whatsoever.

Any delay or indulgence by the Joint Developers in enforcing the terms of this Agreement or any forbearance of giving time the Purchaser/s shall not be considered as a waiver on the part of the Joint Developers of any breach or non compliance of any of the terms and conditions of the Agreement of the aser/s nor shall the same in any manner prejudor the remedies as he Joint Developers.

31. The Joint Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Thakur Jewel Building of which the aforesaid premises form part and the Purchaser/s shall have no right to object to the same.

- 32. The Purchaser/s himself/herself/themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Joint Developers as follows:
 - (a) To maintain the said Premises at Purchaser's/s costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the said Building in which the said premises is situated, and shall also not damage the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or the building in which the said premises is situated or to the said premises itself or any part thereof;
 - (b) Not to store in the said premises any goods which are of hazardous, combustible in nature and dangerous to the said Building or storing of goods which are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the stair-case, common passages or any other structure of the said Building and in

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archaser/s in this behalf, the Purchaser/s shall be liable

the consequences of the breach;

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To carry out at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Joint Developers to the Purchaser/s and shall not do or suffer to be done anything which may be forbidden by the rules and regulations and bye-laws of the concerned local uthority or other public authority. And in the event of the rchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and wable for the consequences thereof to the concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or carry out other structural changes in the said Premises. In case on account of any alterations being carried out by the Purchaser/s in the said Premises [Whether such alterations are permitted by the Concerned Authorities or not] and there is any damage to the adjoining Premises or to the Premises situated below or above the said Premises [inclusive of leakage of water and damage to the drains] the Purchaser/s shall at his/her/their own costs and expenses repair such damage [including recurrence of such damages].

Not to throw dirt, rubbish rags, garbage or other refuse or (e) permit the same to be thrown from the said Premises in the

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compound or any portion of the said property and the said Building.

(f) Pay to the Joint Developers within 7 (seven) flays on demand by the Joint Developers his/her/their share by security deposit demanded by the Gencerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building.

(g) To bear and pay increase in local taxes, water, charges, insurance and such other levies, which imposed by the Concerned local Authority and for Government and/or other Public Authority on account of changes of user of the said Premises by the Purchasery.

(h) The Purchaser/s shall not let, sub-strains, assign, or part with Purchaser's/s' interest or benefit factor of this

Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Joint Developers under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Joint Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developer/Condominium/Society.

(i) The Purchaser/s shall observe and perform all the rules and regulations which the condominium/society may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and condition laid down by the Condominium/Society regarding the occupation and use of

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the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes,

expense or other outgoings in accordance with the terms of

this Agreement.

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Not to install a window Air-conditioner within or outside the said Premises. If found that the Purchaser has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Purchaser shall, on each such occasion pay to the Developer a penalty of Rs.10,000/- (Rupees Ten Thousand Only).

The aforesaid penalty/ies shall be payable by the Purchaser addition to the cost of rectification for the default committed. In the event the Purchaser fails to pay the renalty and rectify the default of his/her/their obligation within 15 days from committing this default at his/her/their own cost then the Joint Developers through its agents, shall have a right to enter upon the said Premises and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.

- (l) Not to delay/default in payment of the amount to be paid to the Joint Developers in addition to the amount collected in clause 29 above and pay within 10 days of demand by the Joint Developers, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, or any electric supply company for giving electricity or any other service connection to the Said Building.
- (m) Not to delay/default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (n) The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Said

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Organization regarding the occupation and use of the Said Premises in the Said Building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the taxes of this Agreement.

- Shall never in any manner enclose any flower heds/pocks (o) terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the e and keep the same unenclosed at all time. s shall have the right to inspect the said! ie and also to demolish any such addition of cardlosing ent or concurrent of the of the open areas without any co Purchaser and also to recover demolition and reinstatement of the Said original state.
- (p) The Purchaser shall not display at any place in the Said Building any bills, posters, hoarding, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said building or common area therein or in any other place or on the window, doors and corridors of the said Building. If the Purchaser commits this default then the Purchaser shall immediately take remedial action and shall also be liable to pay a penalty of Rs. 10,000/- (Rupees Ten Thousand Only) on each occasion on which the Purchaser or any person on his/her behalf commits default of this clause.
- 33. It is expressly agreed by the Purchaser with the Joint Developers that besides the stamp duty and registration charges if Central/State Government levy any service tax/VAT in respect of this Agreement for sale of Flat by the Joint Developers in favour of Purchaser/s, the same shall be borne and paid by the Purchaser/s alone and the Joint Developers will be entitled to recover the same from the Purchaser/s at any time when demanded by the authorities.
- 34. The Flat Purchaser/s shall deposit with the Joint Developers a sum equivalent to ___% of the Value of the Agreement for sale towards the

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Se lors, each premises, garage, car parking etc. in the Said Thakur Jewel Building, the said Thakur Jewel Building are not being separately assessed for municipal taxes and water charges, the Purchaser shall pay the Join Developers a proportionate share of the Municipal tax and water of ges assessed by the MCGM.

- It is expressly agreed that the Joint Developers shall always be the owner interalia of the terrace of the said building known as Thakur Jewel and will have all the rights, title, interest etc, in respect thereof and to deal with the same in such manner as the Joint Developers may deem fit. It is further agreed that Joint Developers will have irrevocable, unconditional, unfettered, perpetual and absolute right and be entitled to construct, erect, install, maintain etc., in, over or above the said terrace of the said building and/or any similar facility/ies and the said facility/ies shall remain the sole property of the Joint Developers.
- 37. No forbearance, indulgence or relaxation of inaction by the Joint Developers at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of right and/or position other than as expressly stipulated in these presents.
- 38. Any delay tolerated or indulgence shown by the Joint Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Joint Developers shall not be construed as a waiver on the part of the Joint Developers of any breach or non-compliance of any of the terms and conditions of this Agreement nor

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shall the same in any manner prejudice the rights of the Joint Developers.

39. In the event of the Purchaser proposing to sell and/or otherwise transfer the said premises after the Scheduled Date the Purchaser shall not, without the prior written consent of the Joint Developers, sell; transfer, mortgage, create, charge etc., or otherwise deal with or dispose off the said premises or any part thereof. Such consent/refusal shall be at the sole discretion of the Joint Developers.

defended and harmless the developer against and occasional losses, damages, expenses, costs or other liabilities included of suffered by the Developer from or due to any breach by the Pinchaser of its covenants, representations and warranties under this Astrocking or due to any act, omission, default on the part of the purchaser of samplying of forming his/her/their obligations under this Agreement.

Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another clause.

- 41. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by registered Post A.D. / Under Certificate of Posting / Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.
- 42. A notice shall be deemed to have been served as follows:
 - (i) If personally delivered, at the time of delivery.
 - (ii) If sent by courier, Registered (Post) A.D. or by fax, E-mail at the time of delivery thereof the person receiving the same.
- 43. For the purpose of this transaction, the details of the PAN of the Joint Developers and the Purchaser are as follows:
 - (i) M/s. Thakur Brothers Agricultural FarmPAN AAAFT0124EAnd

M/s. Thakur Realty Pvt. Ltd. PAN AACCT6143Q

(ii) Purchaser's PAN <u>① ABXPP6999H. ② ABXPP4002R</u>, <u>③ AQGPP5128A</u>, <u>④ BAKPP3409E</u>

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4. The Purchaser shall bear and pay all the amounts payable towards stamp duty, registration charges and all out of pocket costs, charges and a coexpenses on all documents for sale and/or transfer of the said premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

45. All the Disputes between the parties shall be resolved and settled by the sole arbitrator to be appointed by the joint Developer only. Such arbitrator shall subject to the provisions of the Arbitration and subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the provision of the Arbitration and the subject in the subject in the provision of the Arbitration and the subject in the

Agreement and all the documents relating to the said smaller property and the said premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.

greentent shall be subject to the Jurisdiction of Court in Mumbai

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

FIRST SCHEDULE OF SAID SMALLER PROPERTY

All that piece and parcel of Land admeasuring 4063.70 sq.mtr bearing CTS No. 792/11/C and 818-A/2 to 818-A/10 of Village Poisar, Taluka Borivali, Thakur Village, Kandivali (East), on which the Building No.5 (wing A & B) is constructed by consuming F.S.I to the extent of 9138.69 sq.mt. (Nine thousand Eighty Four and Fifty sq.mtrs) (Ninety Seven Thousand Seven Hundred Eighty Five and Fifty Six sq.mtr. and fungible F.S.I. to the extent of 3194 sq.mtrs. thus totally admeasuring F.S.I to the extent of 12333.02 sq.mtrs.) situated at Thakur village Kandivali East, Mumbai 400101 Mumbai Suburban District and bounded as follows that is to say:

- On or toward North Building No.1 to 4
- On or towards south, Thakur College of Science and

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Commerce Thakur Educational Trus

37.00-6/ On or toward East, P.G. of Thakur Educational Trust

On or towards West, 120 feet D.P. Road

SECOND SCHEDULE OF Wing 'A' of Building No. 5, 'Thakur Wadi'

All that piece and parcel on the portion of Land admeasuring 4063.70 sq.mtr bearing CTS No. 792/11/C and 818-A/2 to 818-A/10 of Village Poisar, Taluka Borivali, Thakur Village, Kandivali (East), on which the Building No.5 (wing A) known as "Thakur Wadi" admeasuring 729 sq.mtr. built up area and fungible area 254.92 sq.mtr. built up area and fungible area 254.92 sq.mtr. 983.92 sq.mtr. situated at Thakur village / Anichivair 400101 Mumbai Suburban District and bounded as follows. say:

On or toward North : Building No.

• On or towards south :Thakur

Science-

Commerce

Degree College

On or toward East

:'B' Wing of Building No. '5' i.e.

Thakur Jewel

On or towards West

: 120 feet D.P. Road

THIRD SCHEDULE OF Wing 'B' of Building No. 5, 'Thakur Jewel'

All that piece and parcel on the portion of Land admeasuring 4063.70 sq.mtr bearing CTS No. 792/11/C and 818-A/2 to 818-A/10 of Village Poisar, Taluka Borivali, Thakur Village, Kandivali (East), on which the Building No.5 (wing B) known as "Thakur Jewel" admeasuring total built up area of 8409.69 sq.mtr. and fungible area admeasuring 2939.41 sq.mtr., thus totaling to 11349.10 sq.mtr. situated at Thakur village Kandivali East, Mumbai 400101 Mumbai Suburban District and bounded as follows that is to say:

On or toward North

: Building No. 1 to 4

On or towards south

:Thakur Science & Commerce

Degree College

On or toward East

:Thakur Engineering College

On or towards West

: 'A' Wing of Building No. '5' i.e.

Thakur Wadi

IN WITNESS WHEREOF, the Developers and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year.

SIGNED SEALED AND DELIVERED by the ithingened suding divelopers" M7S.THAKUR BROS. AGRICULTURAL FARM) Through its Constituted Attorney / Partner) for Thakur Pros. Agricultural Form Mr. Jitendra Singh In the presence of Partner S. THAKUR PEALTY PVT.LTD. Through its Directors Mr. Rajech Singh Sutherize through Hoard of resolution dated For ThayO\Realty Pvt. Ltd.) (income) In the presence of 18.78.85 Y 2. SIGNED SEALED AND DELIVERED by the withinnamed "PURCHASERS" Messers/Shri/Smt./Jointly O Mrs. Bharti Rajesh Marekh 2 Mr. Rajesh Balwantrai Parekh (1) Mr. Umang Rajesh Parekh (1) Mr. Jigar Rajesh Parekh In the presence of 1. 2. [36]

RECEIPT

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RECEIVED on or before the day and	
and from the withinnamed Purchaser	1/8 Mrs. Bharti Rajesh
Parekh the s	um of Rs. <u>3940,000</u> /- (Rupees
Thirty nine lacs sixty thousa	nd only) being the amount
withinnamed to have been paid by	
232613 dated 29 4 15 Dr	awn on
Bank.)	STORY STORY
@ Rajesh Balwantrai Parel	ch strange of the str
B Umang Rajesh Parekh B Jigar Rajesh Porekh	
A Jigar Rajesh Porekh	
WE SAY RECEIVED	The state of the s
	STREAM SISTER
On Behalf of Joint Developers For M/S. THAKUR BROTHERS	For M/S. THAKUR REALTY PVT. LTD.
AGRICULTURAL FARM	· .
For Thakur Posts & Alcolinical Form	For Thakur Realty Pvt. Ltd.
-hre-9)	1 mine
Mr Fartner	MrOirector(s)
(Constituted Attorney)	(Director)

Witness:

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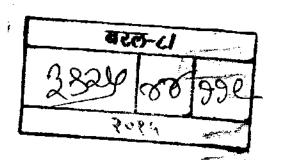


Exhibit "1"

Title Certificate dated 10/06/2013

Exhibit "1 A"

Architect Certificate dated 03/06/2013

Exhibit "2"

Specifications

Exhibit "3"

opy of the ULC order dated 22/04/1994

Exhibit "4"

Copy of the ULC order dated 04/05/2002

Exhibit "5"

Copy of IOD dated 17/11/2004

Exhibit "6"

Copy of C.C. dated 08/01/2008 updated till 31/01/2013

Exhibit "7"

Copy of Property Register Cards

Exhibit "8"

Registered Undertaking regarding Fungible FSI

Exhibit "9"

Copy of the Block Plan

Exhibit "10"

Sketch Plan of the Floor

Exhibit "11"

Copy of typical Plan

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Proxis

Plancks



B.A., LL.B. Advocate High Court

6, Shukla House, Duttaji Salvi Marg, Near Thakur Polytechnic, Thakur Complex, Kandivali (East), Mumbai - 400 101. Tel.: 022-28701728 / 022-28881038 Mob.: 9892993206

TO WHOMSOEVER IT MAY CONCERNATION

TITLE CERTIFICATE

Re: All that pieces and parcels of land bearing C. 19 No. 7924 admeasuring 4063.70 sq.mtrs. and C.T.S.No.8 () 2 to 10 of Village: Poisar, situated at Thakur Village, Kandival (East) Taluka: Borivali, Mumbai Suburban District, earmarked for development/construction of Wing 'A' and 'B' of Building No.5, totally admeasuring F.S.I. to the extent of 9138.69 sq.mtrs. (Nine thousand One Hundred Thirty Eight & Sixty Nine sq.mtrs.) and fungible F.S.I. to the extent of 3,194.33 sq.mtrs. thus totally admeasuring to 12333.02 sq.mtrs.

- (Wing "A" consisting of Basement + Ground + 4 Upper (1) Floors named Thakurwadi and admeasuring 729 sq.mtrs. built-up area and fungible area 254.92 sq.mtrs. thus totaling to 983.92 sq.mtrs.)
- (2) (Wing "B" consisting of Ground + Podium + 22 Upper Floors named Thakur Jewel admeasuring the total builtup area of 8409.69 sq.mtrs. and fungible area admeasuring 2939.41 sq.mtrs., thus totaling to 11349.10 sq.mtrs.
- (3) IOD and C.C. bearing No.CHE/A-3253/BP(WS)/AR.

At the instance of my client, M/s. Thakur Brothers Agricultural Farm, a registered partnership firm having its address at Thakur House, Ashok Nagar, Kandivali (East), Mumbai - 400 101, and M/s. Thakur Realty Pvt. Ltd., a Company incorporated under Indian Companies Act, 1956 and having its office at Thakur House, Ashok Nagar, Kandivali (East), Mumbai - 400 101, I have investigated the title of my clients in respect of the property mentioned hereinabove and more particularly described in the Schedule hereunder written and I have to state as under:-

Contd...2/-

B.R. Parekh ...

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: 2:

One Byramjee Jeejeebhoy Pvt. Ltd., a company incorporated under the Indian Companies Act VII of 1939, (deemed to have been registered under the Companies Act, 1956, hereinafter referred to as "B.J.P.L.") were seized and parcels of and sufficiently entitled to all those several pieces and parcels of and or ground containing by admeasurements 370 Acres, 22 Gurithas, oc. 17,97,553 sq.yards equivalent to 14,99,590 sq.mtrs. or thereabouts bearing Survey No.22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 42A(part), 47, 48, 49, 50, 51, 52, 53, 54 and an analysis and at Village Poisar, Kandivali, Taluka Borivali, Greater Mumbai.

- 2) By and under an Agreement dated 29/6/1982, the said B.J.P.L. granted development rights of the above referred property on "AS IS WHERE IS BASIS", to Bombay Real Estate Development Company Pvt. Ltd., a company incorporated and registered under the Companies Act, 1956 hereinafter referred to as "BREDCO", on the terms and conditions as contained in the said agreement.
- M/s. Thakur Brothers Agricultural Farm a registered Partnership Firm hereinafter referred to as "THAKUR" claimed to be entitled to 180 Acres of land out of the aforesaid land of 370 Acres of which the development rights in respect thereof was acquired by the said BREDCO, as described hereinabove.
- 4) By and under Memorandum of Understanding dated 6th October, 1986 read with Supplementary Memorandum of Understanding dated 29th January, 1992 BREDCO, agreed to make available to Thakur as and by way of settlement and free of cost, the use of 40 percent of the permissible F.S.I. in respect of the said 180 Acres of land for its utilization on the land being the larger property referred herein above.

RB-Poleuch.

8. R. Parekl/

- Subsequently, by virtue of consent terms dated 21st December, 1988 in Company Petition No.868/1988 in the High Court, Bombay the said 370 Acres of land belonging to B.J.P.L. stood absolutely vested in M/s. Nanabhoy Jeejeebhoy Pvt. Ltd., hereinafter references N.J.P.L.
- The said N.J.P.L. confirming the Agreement dated 29th June 1982 entered into by and between B.J.P.L. and BREDCO, duly executed an Irrevocable General Power of Attorney in favour of BREDCO being Power of Attorney dated 28th February, 1989.
- Pursuant to the arrangement with BREDCO under Memorandum of Understanding dated 6th October, 1986 read with Supplementary Memorandum of Understanding dated 29th January, 1992 Thakur became entitled to utilize 40% of the permissible FSI (in respect of the said 180 acres of land) on the larger property more particularly marked by Red Colour Boundary Line to the Plan annexed to the above referred MOU dated 6.10.1986.
- By order bearing No.C/ULC/D.III/22/4741-4742-4743-4744 dated 22/04/1994 and Corrigendum dated 4/5/2002, issued by the Additional Collector and Competent Authority, U.L.C., Greater Bombay, under section 22 of the ULC Act,1976, the property mentioned in the Schedule hereunder written is available for development on the terms and conditions as referred in the said order.
- The Mumbai Municipal Corporation has duly sanctioned the layout bearing No.CHE/1645/LOR dated 01/02/2008 of Village: Poisar, Kandivali East, Mumbai – 400 101, on which the building No.5 Wing "A" & Wing "B" is to constructed. Accordingly Mumbai Municipal Corporation has issued IOD bearing No.CHE/A-3253/BP(WS)/AR dated 17/11/2004 and C.C. bearing No.CHE/A-3253/BP(WS)/AR dated 8/1/2008.

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B. R. Parech /.

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: 4:

(0) In the circumstances stated herein before M/s. Thakur Brothers Agricultural Farm, are accordingly entitled to develop the above mentioned property. Accordingly M/s. Thakur Brothers Agricultural Farm are entitled

Ownership basis flats/stilt/open/podium parking spaces/adjoining the buildings to be constructed by M/s. Thakur Brothers

ericultarian mentioned property.

eafter. Ws. Thakur Brothers Agricultural Farm have executed a Joint Exam-Development Agreement dated 18th January, 2011 with M/s. Realty Pvt. Ltd., for jointly developing the above mentioned property by way of constructing Building No.5 (Wing "A" consisting of Basement + Ground + 4 Upper Floors named Thakurwadi and Wing "B" consisting of Ground + Podium + 22 Upper Floors named Thakur Jewel) admeasuring to the extent of 9138.69 sq. mtrs.(Nine thousand One Hundred Thirty Eight & Sixty Nine sq. mtrs.) and fungible F.S.I. to the extent of 3,194.33 sq.mtrs., thus totally admeasuring to 12333.02 sq.mtrs. on the terms and conditions mentioned therein. Accordingly it has been agreed in the said Joint Venture cum Development Agreement dated 18th January, 2011, by M/s. Thakur Brothers Agricultural Farm Thakur Realty Pvt. Ltd., that the constructed Wing "A" of Building No.5 shall exclusively belong to M/s. Thakur Brothers Agricultural Farm and none of the premises in Wing "A" of Building No.5 shall be sold by M/s. Thakur Realty Pvt. Ltd. It has also been agreed in the said Joint Venture cum Development Agreement dated 18th January, 2011, by M/s. Thakur Bros. Agricultural Farm and M/s. Thakur Realty Pvt. Ltd., that the existing Temple and also the strip of land through which there shall be independent access to Thakurwadi shall exclusively belong to M/s. Thakur Brothers Agricultural Farm and M/s. Thakur Brothers Agricultural Farm always be entitled to deal with Wing "A" Building No.5 and the Temple including the independent access at its sole discretion and M/s. Thakur Realty Pvt. Ltd., shall have no right, title and interest in the same.

RB-Pokench.

B. R. Parelch /

: 5:

Accordingly the Wing "A" of Building No.5 named Thakurwadi shall utilize 729 sq.mtrs. built-up area and fungible area 254.92 sq.mtrs. thus totaling to 983.92 sq.mtrs and the Wing "B" of Building No. 134.94 page 154.92 sq.mtrs. and utilize built-up area admeasuring 8409.69 sq.mtrs. and ungitate trea admeasuring 2939.41 sq.mtrs., thus totaling to 1134.940 sq.mtrs., according to the Joint Venture-cum-Development Agreement date 18th January, 2011 read with the Supplemental Deed date 15th June, 2013. Thus, M/s. Thakur Realty Pvt. Ltd., jointly with M/s. Thakur Brothers Agricultural Farm, is entitled to develop the above mentioned property and is further entitled jointly with M/s. Thakur Brothers Agricultural Farm, to sell on Ownership basis flats/stilt/open/podium parking spaces/adjoining terraces in the Wing "B" of Building No.5, to be constructed on the above mentioned property.

I have thus investigated the title of M/s. Thakur Brothers Agricultural Farm and M/s. Thakur Realty Pvt. Ltd., to the above mentioned property, as described hereinabove and I thus hereby certify that the title of M/s. Thakur Brothers Agricultural Farm and M/s. Thakur Realty Pvt. Ltd., to the above mentioned property is clear, marketable and free from all encumbrances and accordingly M/s. Thakur Brothers Agricultural Farm and M/s. Thakur Realty Pvt. Ltd., are entitled enter into Agreements for Sale with **Purchasers** flats/open/stilt/podium parking spaces/adjoining terraces under M.O.F.A. in the aforesaid Building No.5, Wing "A" and "B" proposed to be constructed on the above mentioned property more particularly described in the Schedule hereunder written.

<u>SCHEDULE</u>

All that pieces and parcels of land bearing C.T.S. No.792/11/C admeasuring 4063.70 sq.mtrs. and C.T.S.No.818-A/2 to 10 of Village: Poisar, situated at

Marc

Sector Sector

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B. R. Parekl,

3824 40 998-

Thakur Village, Kandivali (East), Taluka: Borivali, Mumbai Suburban District, earmarked for development/construction of Wing "A" and "B" of Building No.5, totally admeasuring F.S.I. to the extent of 9138.69 sq.mtrs. (Nine thousand One Hundled Britty Eight & Sixty Nine sq.mtrs.) and fungible F.S.I. to the extent of thus totally admeasuring to 12333.02 sq.mtrs.

(Viring "A" consisting of Basement + Ground + 4 Upper Floors named Thakurwait and admeasuring 729 sq.mtrs. built-up area and fungible area 254.92 sectors. thus totaling to 983.92 sq.mtrs.).

- (2) (Wing "B" consisting of Ground + Podium + 22 Upper Floors named Thakur Jewel admeasuring the total built-up area of 8409.69 sq.mtrs. and fungible area admeasuring 2939.41 sq.mtrs., thus totaling to 11349.10 sq.mtrs.
- (3) IOD and C.C. bearing No.CHE/A-3253/BP(WS)/AR.

Dated this 10th day of June, 2013.

(Om Prakash Shukla) Advocate High Court

As-Beech.

B. R. Parck/

Exhibit "1 A"

Himat

ARCHITECT & CONSULTING ENGINEER & GOVT. APPROVED VALUER

SONA THEATRE BUILDING, 1st FLOOR, TRIKAMDAS ROAD, KANDIVLI (WEST), MUMBAI - 400 067.

Ref. No.

Date:

B/1872/5

CERTIFICATE

This is to certify that the total built up area of plot 'A' bearing C.T.S. Nos. 792/11-C & 818-A/2 to 878-A/10 & of Village Poisar at Thakur Village, Kandivali East is 12,333.02 Sq. Mts. including fungible area of 3194.33 Sq. Mts. and the wing wise details are as under.

Wing	Built up area in Sq. Mts.	Fungible area in Sq. Mts.	Total area in Sq. Mts.	Named as
A	729.00	254.92	983.92	Thakur wadi
В	8409.69	2939.41	11349.10	Thakur Jewel
Total	9138.69	3194.33	12333.02	

Architect.

B. R. Parech J...

AB Poketch.

Thetes

Planets

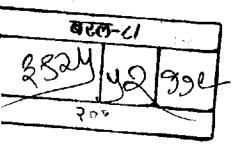


EXHIBIT - 2

SPECIFICATIONS

1. Building will be of RCC frame structure it will be provided with pile foundations.

2. Walls will be of "concrete block externally & "thick brick masonry walls internally.

Branch will be finished with smooth plaster internally and cement face or any or decorative plaster externally.

point and brass fixtures. Toilets will be provided with wooden panel

Visites will be of wooden or aluminum frame with glazed shutters and

- 6. Building will be painted with cement paint externally. Internally it will be painted with colour wash.
- Plumbing and sanitation will be carried out through Licensed Agency, as per rules and specifications of Bombay Municipal Corporation.
- 8. Electrical work will be executed through Licensed Agency as per rules and regulation of Reliance Energy Tata Power Supply.
- The building will be fenced along boundaries and open spaces will be paved as per requirements of Bombay Municipal Corporation.

B. R. Pareich ..

RB-Poreich.

Their Planeth **COMMON AREAS & FACILITIES**

Description of the common areas

- 1. Staircase and landing.
- 2. Corridors
- 3. Main Entrance Lobby
- 4. Lift, Lobby and Landings

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COMMON AREAS AND FACILITIES

1. The Land, on which the Building is pr

2. Foundations, Columns, Beams, Roofs/Slabs, Corridors, Lobbies, Sta and Exist of the Building.

3. Unless included in the Limited area and Yards, Garden, Swimming Pool, Health Club and open spaces.

4. The premises in which Generators (if any) are lodged.

- 5. The installations of Central services such as lift, electricity, water, common W.Cs., and Baths (excluding servants Toilets (if any).
- 6. Elevators (if any) Tanks, Pumps, Motors, Motor Fans, Ducts and in general all apparatus and all installations - fittings and fixtures which may be provided for common use.
- 7. All other parts of the property necessary or convenient to its existence, Maintenance and safety or normally in Common Use (unless included it Limited Common Areas and Facilities.)

LIST OF FIXTURES FITTINGS (Description of the Amenities)

- 1. R.C.C. Building
- 2. Concealed plumbing / Electrical Condenses.
- 3. Intercom system.
- 4. Vitrified flooring in living, dining, kitchen and bed rooms.
- Ceramic tiles in bathrooms and kitchen dado. 5.
- б. Aluminum sliding / open able windows.

· B. R. Pasekh/...
· AB. Breich.

aprores

Exhibit "3"

बरल-८। C/UC/D. MII/22/1741, 4742, 4743 pmd 44/4. 99 l 30811

Million Committee Competent Authority, (U. L. C.) Gr Bombay. New Administrative Building, Bombay 400 032. opp. Mantralaya,

Doted: 22 .4.94.

CORRIGENDUM: **

Sub:- Redevelopment paragraphen u/s.22 of the UIC Act, 1976.

for the property bolding CTS No.842 pt. 818 pt. 824pt. 809-A(pt) 836, 825tto 831.825/1&2, 828/1to 4.831/1to 7 and 832 pt.

orrigendum to letters of intents

Ref: B This office letters of intent of even numbers, dated 23.3.93.
Corrigendums of even numbers, dated 2.7.93.
This office letter dated 28.7.93.
Shri Shankar Singh's (Chief Promoter) letter
anted 8.3.1994

The coval of intent for redevelopment of above referred proper the issued by this office on 23.3.1993, u/s.22 of the Unit and 1976.
The coval endum to letters of intent was also issued by this office on 2.7. Necessary carving out plan showing SVL and NVL our of the intent was also issued by this office on 28.7.1993.

Now, Shri Shankar Singh wide his letter dated 8.3.94, has again requested to issue corrigondum to the arms of intent on the grounds that some reservations (i.e. P.G., MAP and SAS) are reallocated by the EMC vide their letter Ne, CHE/6491/DPWS, dated 26.10.931 As per reallocation plan, carving out plan issued by this office will have to be amended. Area under slum in CTS No.818 pt. is also considered more. Actually it is divided into two separate pieces. The D.P.Read is also realigned by the EMC and said D.P.Read area is also demarcated at site by EMC. Due to these facts, they have requested to issue corrigendum to letters of intent.

Considering all these facts, the total NVL is being changed as compared to earlier NVL. Due to change in NVL, it is necessary to issue corrigendum to orders of even number, dated 2.7.93.

As per the powers vested to the undersigned by the Government in HSAD vide their circular bearing No.ULC 1094/3953/D.XII , dated 26.3.91, the undersigned modifies orders of eyon numbers, dated 2.7.93.

1 Coso No.C /ULC/D.III/22/4742

Para-B line-6

" the land is non-vacant to the extent of 3742.64 square (Three thousand seven hundred forty two and point sixty four only) excluding D.P.Read adm.8354.45 sqms. P.G. real cons.2304.00 sqms. SAS res. cdm.2657.75 sqms. MAP res. adm.1049.36 sqms. area under existing rada adm.216 sqms. mala set-book adm.695.00 sqms. and SVI to the extent of N.I. sqms.

FCR+ Para-B line-6

"... the land is non-vacant to the extent of 8426.21 square excluding a rea number D.P.Read adm.8351.45 square area number nalla adm. 216 square nalla set-back adm.695.00 square and SVL to the extent of 5227.54 sgms

· B. R Pareich | .. PB. Poreich.

2. Case No.C/ULC/D. III/22/4743

READ.

the land is non-vecant to the extent of 3114347 sqms. (Thirty one thousand one hundred forty three and point seventeen only) excluding area under DP aim. 3798.89 sqms. parking lot adm. 46.87 sqms. area under nalla adm. 675 sqms. and nalla set-back adm. 1525.00 sqms. and SVL to the extent of 3600 sqms."

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Para-B Line-6. the land is non-vacant to the extent 143.12 Form ozclud-com 46.27 Figns from 1525) gens and ing area under D.P.Read adm. 3798.89 sqms. parking lot and a reaunder malla adm. 675 agms. and malla set back SVL to the extent of Mil sqms.

3. Casa No.C/ULC/D.III/22/4744

Para-B Sixth Tim "... the land is non-vacant to the extent of 22581.25 square (Twenty two thousand five hundred eighty one and point twenty five only) excluding --- upday D.P.Road adm. 28747.14 square P.G. res. adm. 14151.98 square Garden res. adm. 4.5 square High Tension line adm. 2119.75 square SAS res. adm. 6654.55 square nalla area adm. 1252./5 square nalla set-back adm. 2987 square and SVL to the extent of 3236.12 square.

Para-B 6th ling ... the land is non-vacant to the extent of 22581,25 squa. excluding area under D.P. road adm. 28506.01 sqms. P.G. res. adm. 15216.98 isqms. SAS res. adm. 7635.78 sqms. Garden res. adm. 4980 sqms. MAP res. adm. 1899 sqms. High Tension Line adm. 2228.75 sqms. malla adm. 1253.75 sqms. nalla set-back adm. 2490 squs."

These changes are applicable wherever necessary. All other terms and conditions of the cartier terms of intent dt. 23.3.93 shall remain unchanged. The cartier purpose showing NVL and SVL issued by this office on 28.7.93 my present the recated as cancelled.

(S.B.Dhermodhikari.) Topal Wollector & C.A. ULC. Gr. Bombay.

M/s Byranjee Jee Just Pyt. C/o.Shri Shankar S. W. Chie Kelipada Coop. Heg. So Behind Can Harry W.E. High way, Kandivli (E) Bemuay 42 2067

Copy f.w.cs.to :

15 The Dy.City Engineer (DP), BMC,

2. The R.E., B.P. (WS) P/R Ward, Kandivli (W), Bombay 67.

3. Copy to D.V. to file with 6(i) statement bearing No.C/ULC/6(i)/ SR.I/2455

B.R. Parcide/ AB. Pokerch

rehabilition scheme before granting completion certificate to other building in the redevelopment schemes.

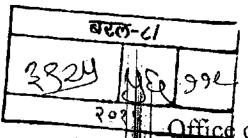


Exhibit "4"

Office of the Additional Collector & C.A.

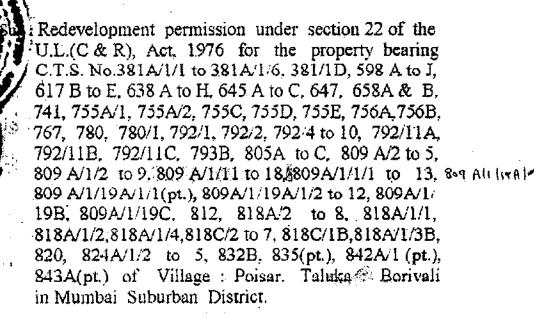
ULC. Brihanmumbai,

Administrative Building Mumbai Suly irban Dist. Govt. Colony. Bandra (East). Mumbai 400 051.

C/D.III/22/4018,4741,4742,4743,4744,2653

Date: /4/5/2002

CORRIGENDUM TO LETTER OF INTENT



Ref (1) This office Letter of Intent bearing N.C/UEC/D-III/22/ 4018 dated 20,10.89 read with corrigendums dated A Property of 16.7.93, 8.10.93, 11.11.94, 4.6.97, 20.5.98, 11.11.99, 26.4.2002.

(2) This office Letter of Intent bearing No.C/ULC/D-III/22/2653 dated 18:10.84 read with corrigendum dt.16.8.99, 26.4.2002.

(3) This office 4 Letters of Intent bearing numbers C/ULC/D-III/22/4741. 4742, 4743, 4744 dt. 20.3.93 read with corrigendums dt. 2.7.93, 22.4.94, 1.8.97, 17.12.97.

(4) Relocation letter from Executive Engineer (D.P.)P&R Ward, M.C.G.M. bearing No. CHE/901/DPWS/P&R dt. 20.10.99.

(5) Applicants letter dt.26.4.2002 & 8.5.2002.

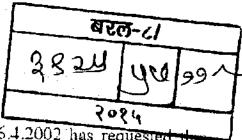
This office has issued Letters of Intents ws.22 with subsequent various corrigendums as referred at Sr.No.1 to 3 above for the inject property as mentioned above.

B. R. Pareich/+

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Now the applicant vide letter dt.26.4.2002 has requested the

office to issue corrigendum to the L.O.I. bearing No.C ULC D-III 4741.

4742, 4743, 4744 dt. 23.3.93 as some of the D.P. reservations are relocated

as per the relocation letter form Executive Engineer (D.P.) P&R Ward

bearing no.CHE-901 DPWS P&R dt.20.10.99 and

de das are issued due to the sub-division and amalganais

Applicant vide his letter dt.8.5.2002 his piso real due amaigamated corrigendum order w.r.t. to a offinership is same and land is contigious.

Since the ownership is same and land is confrigious applicants Also the land bearing CT.S.No.809A119A13 faquest is genuine. adm.2400 sq.mts, being in the possession of the Collector M.S.D., it is beessary to exclude the said area adm.2400 sq.mtrs, and to exclude corresponding P.A., L.A. and A.L.A. related with the said plot. Accordingly his office has worked out revised calculation. Thus it is necessary to issue ϕ hie amalgamated corrigendum to all the δ orders u.r.

In view of the facts stated above and as per the powers entrusted with me. I Shri S.R. Hajare. (A.C.&C.A.) ULC. Gr. Mumbai, modify the Letters of Intent dt.20.10.89, 18.10.84, 23.3.93 read with subsequent brrigendums as follow:

READ

Sa.No. Item No. READ of each L.O.I. with last corrigendum

Pamiculars

----- show that the land is non-vacant to the extent of 3,53,258,71 3 (Three lacs fifty three thousand two hundred fifty

3824 M = 398



eight and point seventy one sq.mirs.; EXCLUDING area under High tension tine and set back adm.12.326.65 m2. area under Nalla and Nalla adm.27.049.59 m. area under pipe line and pipe line setback 7367.34 m2 area under internal road adm.764.40 m2, the area under D.P. road adm. 163.814.65 m2. area under reservation of parking adm. 16,146,90 m², area under reservation? Garden adm. 33,545.80 m², area under reservation of R.G. adm.14,236.30 m² area under reservation of P.G. adm.82.354.10 m² area under reservation of Municipal Retail Marker and Retail Market adm. 11.329.95 m², area under Municipa! Primary School & Secondary School adm.31.430.20 m², area under reservation of Dispensary 1.101.30m², area under reservation of Maternity Home adm.5.839.00 m².area under reservation of Hospital adm. 17,999,00 m², area under reservation of Fire Brigade 10,600,90 m². area under reservation of Liberary -Dispensaryadm, 1,478,30m, areaunder reservation of Park adm. 32,213,10 m. reservation of College adm.19.612.36

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· B.R Pareich/

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m², area under reservation of Cameran adm. 25.00 m², area under reservation. No Development Zone adm. 2013.10 m² land exempted u.s. 20 adm. 70.685.71 m² and handed over to MHADA adm. 27.218.50 m², land adm. 2400 m² which is in possession with the Collector M.S.D. and balance A.L.A.

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FOR

Sr.No.

Item

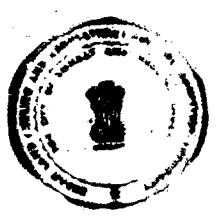
FileNo. 22.2653 c

·READ' of corrigendum

dt.26.4.2002

---- calculations show that the land is non-

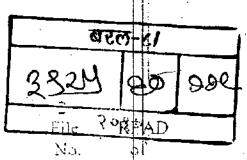
vacant to the extent of 28,995.18 m² excluding Road 13741.70 m², area area under D.P under reservation of Parking Lot 3360.90 m P.G. 6.784.10 m². 20.514.5 m². Garden 3001.50 m². Retail Market Municipal Retail Market 195.10 m². Municipal Primary School and Secondary School adm.8.349.80 m², land handed over to MHADA adm 27.218,50 m², area under nalla and nalla 12,127,34 m². under high arca setback tension line and setback 1791.75 m. area under internal road 314.40 m2, area under pipeline and setback adm.4.217.34 m2 and also excluding S.V.L. already exempted under



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B. R. Parcick/ PB- Photoh



722 4018 corrigendum dt.26.4.2002



3 'RI AD' Flie cl No corrigendum 22-4741 dt 7.12.97 section 20 adm,70.685.71 m² and balance non-vacant land adm, 1.373.32 m².

extent of 2.59.366.23 m² (Two lacs fifty nine thousand three hundred sixty six and point twenty three sq.mtrs.) excluding the total area under various D.P. reservations to the extent to 1.73.085.65 m² (one lakh seventy three thousand eighty five and point sixty five sq.mtrs.) area under D.P. Road adm. 92.995.75 m² (out of this an area of 18.778.20 m² is handed over to M.C.G.M.) area under Nalla and nalla setback adm.3874.00 m², area under high tension line and setback 8415.15 m², area under pipeline and setback 3150.00 m², area under internal road adm. 450 m² and balance non-vacant land adm. 14.826.99 m²

of 22,200,80 sq. mtrs. (twenty two thousand two thousand two hundred six point eighty sq.mtrs.) excluding area under D.P. road to the extent of 10,110,90 m², R.G. Reservation adm. 27,088,10 m² MAP reservation 2131,60 m², R.G. reservation adm. 1,556,90 m², College



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B. R. Pareich ..

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reservation adm. 1710.60 m2 and nalla adm.1,330.00 m2 and S.V.L. ni sq.mtrs.

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"REF.D" File No. corrigendum 22/4742 dt.1† [2.97

----- the land is non-vacant to the extent of 4067.00 sq.mtrs. (Four Thousand Sixty Seven

sq.mtrs.) excluding area under D.P. Road adm. 8491.20 m², P.G. adm. 2068.00

1420.75 m². SAS adm. 308 adm.258 m². adm.575.00m2 & SVL nil.

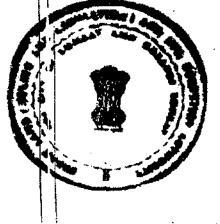
----- the land is non-vacar

"RF 4 File corrigendum 22.4743. dt.17.12.97

of 29.996.20 m² (Twenty Nine thousand nine hundred Ninety Six twenty sq.mtrs.) excluding area under D.P. road reservations adm. 4570,42 m², parking lot 229.70 m², existing nalla adm. 961.50 m², nalla setback 2105.00 m², S.V.L. nil sq.mtrs.

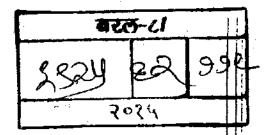
"READ" File corrigendum 22,4744 dt.17.12.97

---- the land is non-vacant to the extent of 25,418.73 m² (Twenty Five Thousand Four eighteen and point seventy three sq.mtrs.) excluding D.P. Road reservation 31,826.45 m², P.G. adm. 11,993.92 m², MAP adm. 2262.00 m². SAS adm.2678.00 m² Garden adm.5117.00 m², high tension line adm. 2119.75 m2, existing nalla adm.1227.25



B.R. Parekl

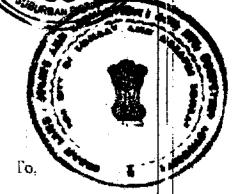
Mareka



7 =

m².nalla ser-back adm.2737.50 m². hospital 4727.75 m² and Maternity Home 52.25 m² & &.V.L. nil sq.mtrs.

These pances are applicable wherever necessary. All the terse patent read with this corrigendum are revalidated for further 5



(S.F. Hajare)
Additional Collector & Competent
Authority (U.L.C.),
Gr. Mumbai.

- 1) M.s. Byramiee Jeejeebhoy Pvt.Ltd., C/o. Nanabhoy Jeejeebhoy Pvt.Ltd., Thakur House. Ashok Nagar. Kandivali (E), Mumbai – 400101.
- 2) Copy to Ex. Engs. (B.P.) P&R Ward. Kandivali. Mumbai = 400 067.
- (3) Copy to File No 22/4018, 22/2653

B. R Pareich ..

ABPSEICH.

Gladu Glarech

Exhibit "5"

BMPP-1494-2004-15,000 Forms.

346 *Form 88

OFFICE OF THE EX. ENGR. BLDG. PROPL. (W.S.) R & P. WARB Dr. BABASAHEB AMBEDKAR MARKET BLDG KANDIVALUWEST, MUMBAI-400 067.

> in replying please quote No. and date of this letter.

बरल-८/ THIS TO'D ICE EC 48 1D TO THE PROVISIONS OF CHLING AND RECORDED ANT

Intimation of Disapproval under Section 346 of the Transaction Act asserted to the Transaction and Transaction

No. E.B./CE/

MEMORANDUM -

SHEET R.M. YARD, G.A. TO of Jaluaran Pri. 176.

2004

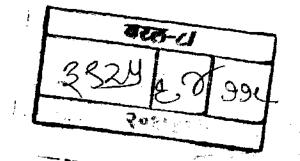
With reference to your Notice letter No. 73 dated 14/07/03 200 and delivered on 200 have to inform you that I cannot approve of the building details of your buildings at to me under your letter, dated or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

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

- That the C.C. under Sec. 44\69(1')(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- That the compound wall is not constructed on all sides of sot demarcated from City Survey Dept., with M.R. Plan the plot bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the wart - bottom of prove possession of holding clear of before starting the work as per D.C.Reg.No.38(27)
 - 3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not levelled, rolled, consolidated and sloped towards road side, before starting the work.
- 4. That the specification for layout/D.P.road/or access roads/development of setback land will not be obtained from E.E.Road Construction(W.S.) I-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.O. the completion certificate will not be obtained from E.E. (R.C.) /E.E. (S.W.D) of W:S:Z-IV- before submitting B.C.C.

B.R. Passidaj.

March Downers



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

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

vour so modifying your intention as to obviate the before mentioned objections and meet by requiretion to be at liberty to proceed with the said building or work at anytime before the company rule, regulations or bye-law made under that Act at the time In force.

You mention is a wn to the Special Instructions and Note accompanying this Intimation of Disapproval.

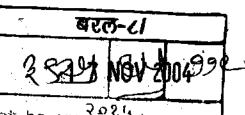
Executive Engineer, Building Proposals, Žone, Words.

SPECIAL INSTRUCTIONS

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioneer for Greater Mumbai has empowred the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
 - (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:--
- "Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--
- "(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be-laid in such street"
- "(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of such building.
 - "(c) Not less than 92 ft. () meters above Town Hall Datum."
- (4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrescreetive of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- (5) Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your permises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- (6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
 - (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

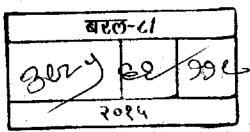
B.R. Perrejeh J. . P. Portech . Their . Pareth



- That the Structural Engineer will not be vision memo as per Appendix XI (Regulation 5(3)(ix) will submitted by him.
- 6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
- .That the sanitary arrangement for proved as per Munl. Specifications, and o WHO IS UP ALL not not
- be submitted before C.C.

 8. That the regular /sanctioned/proportion A.E. Mill not be got demarcated at site through A.E. Mill vey C.)/E.E.(D.P.)/D.I.L.R. before applying for the second and the second vations. E.(T &
- 9. That the letter of Intent from the harmonic Bank user on 1st floor shall not be submitted agreement of the bank shall not be submitted by for the C.C. and That the agreement with the existing tenant along with the plans will not be submitted before C.C.
- 10. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./start-
- That the existing structure proposed to be demolished and 11. shifted will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
- 12. That the requirements of N.O.C. of E.E.(S.W.D.) / E.E.(T&C) / E.E.(R.C.)/E.E.(SEW)/E.E.(W.W.)/C.F.D./Dir. of Industry will not be obtained and the requisition will not be complied with before occupation certificate / B.C.C.
- That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying
- That extra water and sewerage charges will not be paid to A.E.W.W.R/South Ward before C.C.
- That the N.O.C. from A.A.& C. (R/South) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
- That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
- That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
- 17. That the regd. u/t. from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.

Marekes



- That the development charges as per M.R.T.P.Act (Amendment) Act shall not be paid.
- written in words That the C.T.S. Plan and P.R.Card area through S.L.R. shall not be submitted before C.C.
- 20. That the provision from B.S.E.S./M.T.N.L.shall not be made:

the P.C.O. Charges shall not be paid to Insecticide

requesting for C.C.

That the parate P.R.C. for setback shall not be submitted example of the submitted of t

the proportionate sewerage line charges as worked out ing. (bew.Planning) shall not be paid in this office out" OVERENG (bow.Plann)
Corrections for C.C.

Janata Insurance Policy shall not be submitted

the samptioned of CODY true CE/1645/LOP, . the layout/subdivision/amalgamation approved under No. dated 07.06.2001 alongwith the Terms and Conditions thereof not be submitted before requesting for C.C. and compliances thereof will not be done before submission of 8.0.C.

- That the requisitions of clause 45 & 46 of DCR 91 shall be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
- That the regd. agreement with prospective bank agreeing occupy the bank portion shall not be submitted before requesting for C.C.
- 29. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design. the certificate to that effect shall not be submitted from Structural Engineer.
- 30. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for .C.C.
- That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before re-- 31 ... questing for C.C.

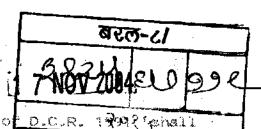
32. That the Regd. U/T. cum Indemnity bond shall not be submitted before approval of plan stating that the Owner/Developer is aware of the existing municipal dumping ground in close vicinity of their plot or the developer or his agent etc. shall not complain about the nuisance from the dumping ground by vitue or subsequent ogveropment on the plot and the developer shall declare this fact by way of a clause in agreement to the intended purchaser of the Residential/Organization/Violential development on the plot and the developer shall declare this Residential/Commercial/Industrial units in their property.

IS LO.D. IC G. IS ISSUED SUBJECT THE STATE OF 1978

Do W EXECUTIVE ENGINEER. Building Proposal (W.S.) R-Ward

. B. R. Pareich .. PB. Pokeich.

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That the requirement of clause 40 & 41 of D.C.R. 1997 phall 33. not be incorporated in proposed plan and requirements complied with before submitting B.C.C.

That the necessary arrangement for bore well water shall not made and necessary certificats from Ground Water Survey Department Authority (GSDA) before requesting for C.C.

35. That Provision of Rain Water Harvesting as prepared by approved consultants in the filed sys deison satisfaction of Municipal Commissioner while having area more than 1000 squatrs.

36. That the plot shall not be got demarch of the Dept./T.P.Dept. before requesting for plints (**)

That the details of quantity of debris davelopment_of proposed blogs/ additions/alter the. phase programme for removal of the said debris mitted & shall not followed scrupulously and u/t. shall not be submitted.

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

- That the plinth/stilt height shall not be got checked by this office staff.
- That the water connection for construction purposes will not be taken before C.C.
- That the plan for Architectural elevation and projection. beyond proposed building line will not be submitted and get approved before C.C.
- That the permission for constructing temporary structure of any nature shall not be obtained.
- That the Compound wall shall not be constructed before requesting further C.C.
- 6. That the requirement of N.O.C. from C.A.U.L.C. & R. Act will not be complied with before starting the work above plinth level.
- That the debris shall not be transported to the respective Municipal Dumping site and Challan to that efffect shall submitted to this office for record.

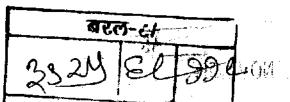
C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- That the dust bin will not be provided as per C.E. 's Circular No. CE/9297/II of 26.6.1978.
- That 3.05 mt. wide paved pathway upto staircase will not be provided.

1 & B. R. Pareide/

2 · RB. Porach.

Planers



That the surrounding open spaces, parking spaces and terrace

47 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before 0.0.0./8.0.0.

carriage entrance shall not be provided before starting

construction C. will not be obtained and 1.0.D. and geometric left. I not be claimed for refund within a period of 6 drs from the late of its payment.

That the non-agricultural permission/revised N.A. shall not be substitted before occupation.

That the aces, sanitary blocks, nahanis in kitchen will not be under the proof and same will not be provided by method of positions will not be leak proof and same will not be leak proof and same will not be leak proof and same will not be leak proof and smake test will not be done in presence of municipal staff.

- 9. That final N.O.C. from M.E. (Deptt.) / E.E. (S.W.D.) E.E.(R.C). / E.E.(T.&C.)/ E.E.(sew)/C.F.O./Dir. of Industry, C.A.U.L.C. shall not be submitted before occupation,
- That final N:O.C. from A.A.& C. R/South shall not be submitted before occupation.
- That the condition mentioned in the clearance under No. C/ULC/0-III/22/4018/4741,4742, 4743, 4744, 2653, dated 14.05.2003 obtained from Competent authority under U.L.C & R. Act 1976 shall not be complied with.
- 12. That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
- 13. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, 0.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affect. 045
- 14. B.C.C. That the debris shall not be removed before submitting
- That the Co.Op. Hsg. Society of the prospective purchaser shall not be formed and registered certificate to that effect shall not be submitted before B.C.C.
- That canvas mounted plans shall not be submitted along with Notice of Completion of work w/sec. 353A of M.M.C. Act for completed on site.
- That every part of the building constructed and more ticularly 0.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.

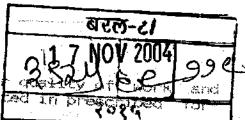
THIS TO DIECE IS ISSUED SUBJECT TO THE PROMESSION OF HIS OF LAND CEILING . . 1, 17 1, 1, 1974

PMOM BUILDO, E PROPOSAL (W.S.) R-Ward

B. R. Parenh . AB. Porcech.

· Glaser

18. That Site Supervisor certificate for ce completion of the work shall not be submitted mat.



19. That some of the drains shall not be laid internally with

20. That the Vermiculture bins for disposal of Wet Waste as per the design and specifications of organisation waste as per cialised in this field, as per the list fur the disposal of Waste Management Department of M.C.G.M., shall the further the satisfaction of Municipal Commissioner.

D - CONDITIONS TO BE COMPLIED WITH BEFORE

1. That certificate under Sec. 270A of the Confirm not be obtained from H. E. s Department regarding the water

THIS LO.D. IC C. IS STOUED SUBJECT TO THE PROVIDED FOR SUBJECT LAND CEILING AND ACT 1976.

C:\0\1\A-3253\3G

EXECUTIVE ENGINEER, THE BUILDING PROPERTY OF T

B. R Parekl

RB. Pokeich.

Trees

Pareth

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11 7 NOV 2004

NOTES

/BS

२०१५ The work should not be started unless objections

are complied with

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

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

inporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on sile workers, before starting the work.

ter connection for constructional purpose will not be given until the hoarding is constructed and application made to the ward Officer with the required deposite for the construction of carriage entrance, over the road

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

- The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debrics, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- The work should not be started unless the manner in obviating all the objection is approved by this department. .: (8)
 - No work should be started unless the structural design is approved. (9)
- The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned (10) and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submition of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

· B. R. Pareuch !

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(20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed the arrangements of obtaining No Objection Certificate from the Housing commissioner under S of the Rent Act and in the event of your proceeding with the work either without an inimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.

(21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, wider the second the work as per approved plans should not be taken up in hand unless the City following:-

choustaing their man Specific plans in respect of eviciting or rehousing the existing tenant area in occupation of each.

(ii) Specifically signed agreement between you and the existing ten that they me willing to a fill or the alternative accommodation in the proposed structure at standard re

proved by this office befor (iii) Plans showing the phased programme of construction has to be duly the work so as not to contravene at any stage of construction, the De SUPPLEMENT OF THE open spaces, light and ventilation of existing structure.

In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.

In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

(24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than I metre.

(25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.

(26) It is to be understood that the foundations must be excavated down to hard soil.

The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

The water arrangement must be carried out in strict accordance with the Municipal requirements. (28)

No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

All gully traps and open channel drains shall be provided with right fiting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms, above the top where they are to be fixed an its lower ends in cement concrete blocks.

(31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.

(a) Louvres should be provided as required by Bye-law No. 5 (b). (32)

(b) Lintels or Arches should be provided over Door and Window opening.

(c) The drains should be laid as require under Section 234-1 (a).

(d) The inspection chamber should be plastered inside and outside.

(33) If the proposed aditional is intended to be carried out on old foundations and structures, you will do so at your own risk.

7 NOV 2004

COPY TO LICENSED SURVEYOR/OWNER

EZECUTIVE ENGINEER

Executive Engineer, Building Proposals

बरल-८/

B.R Parent .. P.B. Poherch.

Exhibit "6"

	बरल-८।	Dr. Babben	IRIK MAHANAGA Marka Marka		
	MAHARASHT	RA REGIONALIS	erowitierietie	ACT,1966 [FOI	RM 'A')
352	4 62	No. CHE/. A-	3253. /BP(WS)	/# 18	JAN 2008
T.	2024	COMMENC	<u>EMENT CERTIFI</u>	CATE	The state of the s
Shri	K.E. Vaid		and the second of the second o	· . • · · · · · · · · · · · · · · · · ·	
C.A.	to Owner				
Sir,					
• .	With reference	to your applica	tion No. 1724	dated .14.	07. 0 3 for
Develo	pment Permiss	sion and grant of	Commencement	Certificate under	Section 45 &
100	and bu	ilding permissio	and Town Plant n under section	ing Act 1965. I 346 of the Bomb	a carry out
a Train	1	888 to erect	a building to	the developme	nt work of
8 8 5	No.	2 to 10 8 7	92/11/C.		
さ「地/城	es Bulls	reet Thakur	Villagev .		
situate	Poisar	112(E)	Plot No.	ard R/Sou	4 h
To the second					the following
With Contract of the contract	OHS!	ated in consecus			
A STATE OF THE PARTY OF THE PAR	Viet by in	e shall form part	of the public stree	ement of the setba	er Kar Polasia
	new	building or pa	rt thereof shall	be occupied or a	llowed to be
	permission ha	used or permitt as been granted.	ed to be used by	any person unt	il occupancy
3.	The Commen	cement Certificat	e/Development ne	ermission shall rec	nain valid for
4.	Oric Acar Com	mericuis from fu	cate of its issue.		
	you.	on does not ent	rne Aon to desero	p land which dee	s not vest in
5.	This Commer	cement Certifica	ate is renewable	every year but su	ch extended
	herrog attent f	e in no case exc	eed three years ni	ovided further the	at errob lanca
	AA OF FIRE IMME	arasnua kegiona	u and Town Plant	iing Act 1966	
6.	This Certifica Greater Mumi	te is liable to b	e revoked by the	Municipal Com	nissioner for
(a)	The developm	ent work in res	ect of which per	mission is grante	d under this
•	cer mireate ita it	ror cattled ont o	r the use thereof	is not in accorda	nce with the
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FOR MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

B. R. Parech/

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1) This c.c. is now valid & further re-endorsed for wing A-1 st slab Level & wing B-Towo Level podium + stilt slab Level as per approved amenaled plan and 9 6

1 7 OCT 2008

This C.C. is now valid & further extendition up to Basement + Gr + 1st to 3rd floor level & TOPE WS podium + stilt +1st to 14th upper floor as per approved amended plan of aldg NO 5 B 1419112.

26 SEP 2012, EXECUTIVE ENGINEER:

10] This c.C. is now valid & further extended for entire work i.e. wing 'A' up to Basement + Gr + 1st to 4th floor level and for wing B' podium + still +1st to 22nd upper floor as perapproved amended plan of 31/12/2012.

> B 1 JAN 2013 EXECUTIVE ENGINEER BUILDING PROPOSAL (W.S.)R-Ward

> > CERTIFIED TRUE COPY

H. A. MEHTA, B.E. (C), A.M.I.C.E Architects & Engineers

B. R. Pareich ...

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Protes

Planets

Exhibit "7"

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मालमत्ता पत्रक

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जिल्हा --मुंबई उपनगर जिल्हा

धारणाधिकार

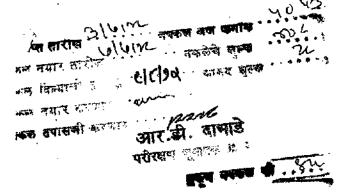
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न.भू.अ.गोरेगांव मुंबई उपनगर जिल्हा





B. R. Pareky.

AB. Assech.

Grants

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Exhibit "7"

मालमत्ता पत्रक

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Exhibit "8"

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इस्तऐवजाचा अनुक्रमांक: बरल9-127-2013

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भुटकांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

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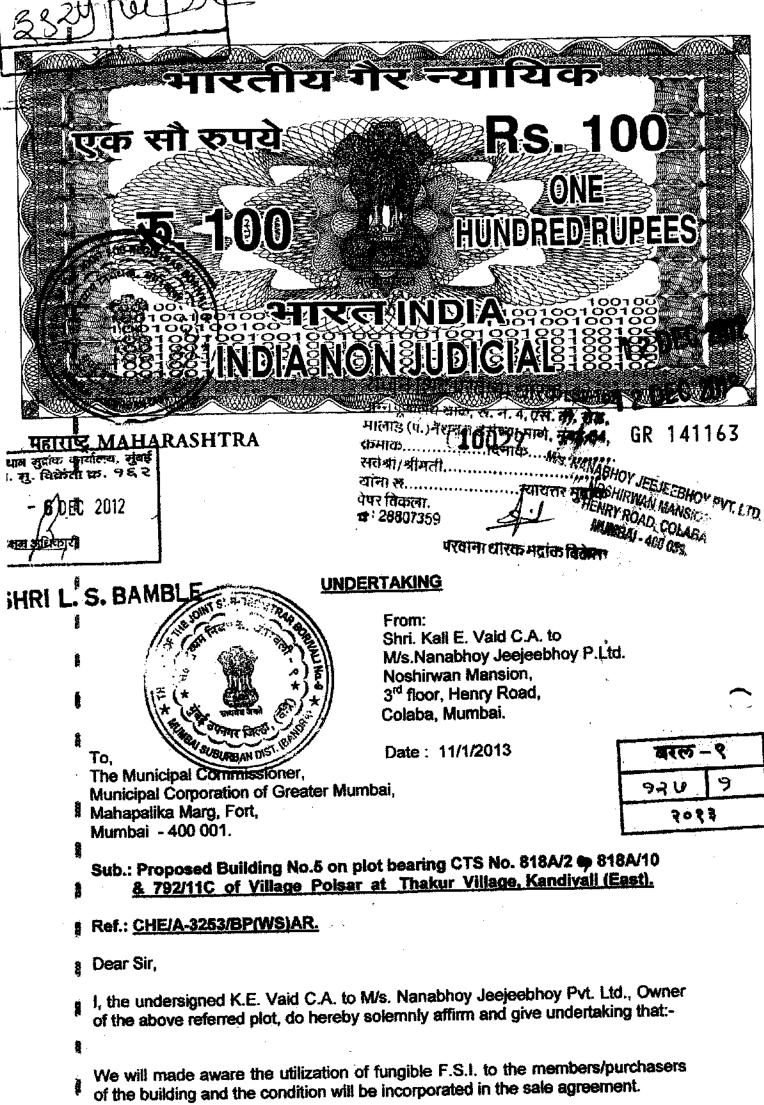
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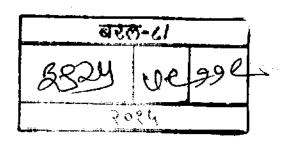
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This undertaking is biriding on me, our heirs, executors, representatives, administrators, assignees, housing societies or associations or parameters who will take over the said building from us under any right y

Thanking you,

Yours faithfully,

Kali E. Vaid

C.A. to M/s. Nanabhoy Jeejeebhoy Pvt. Ltd.



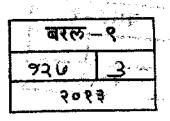


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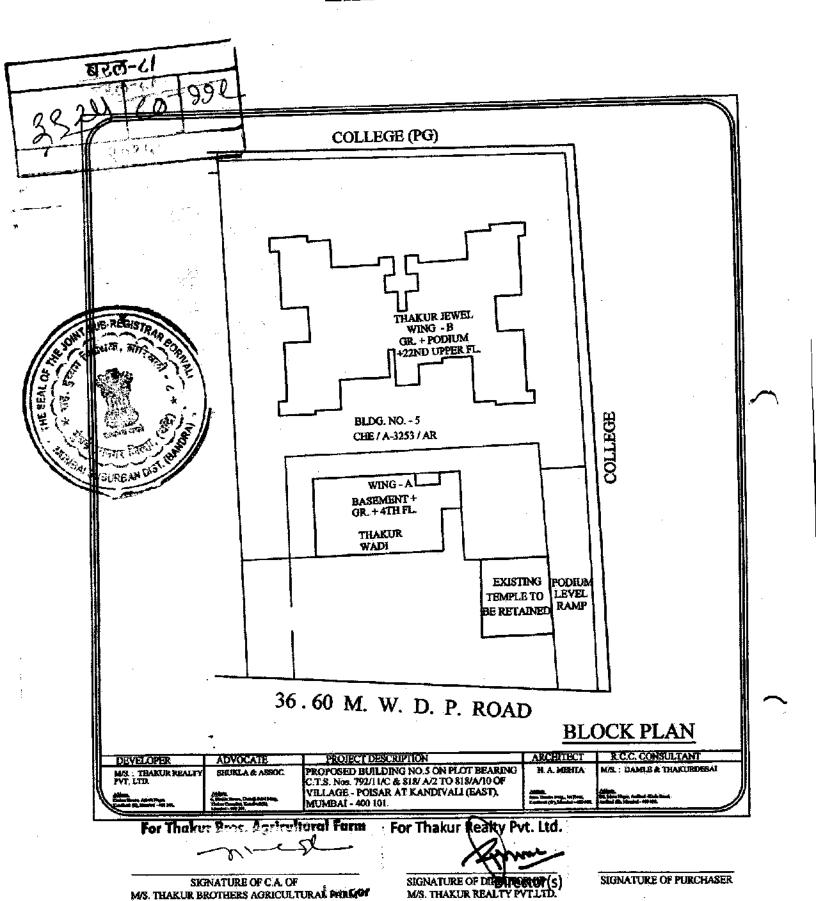
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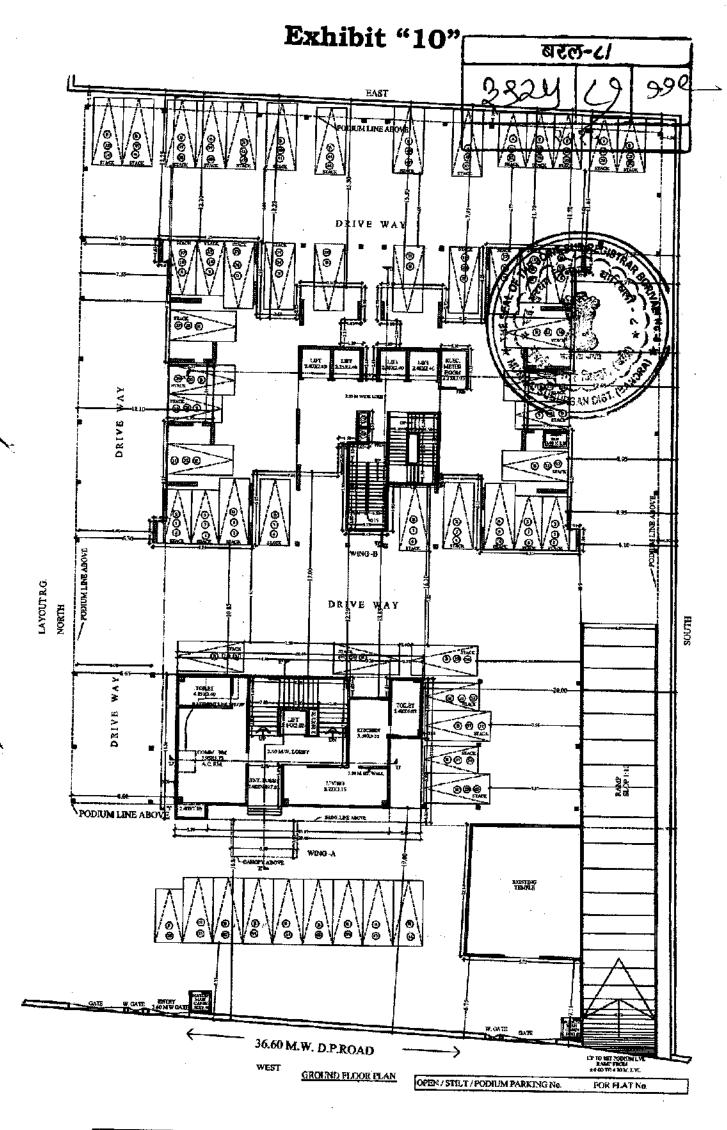


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SIGNATURE OF PURCHASER

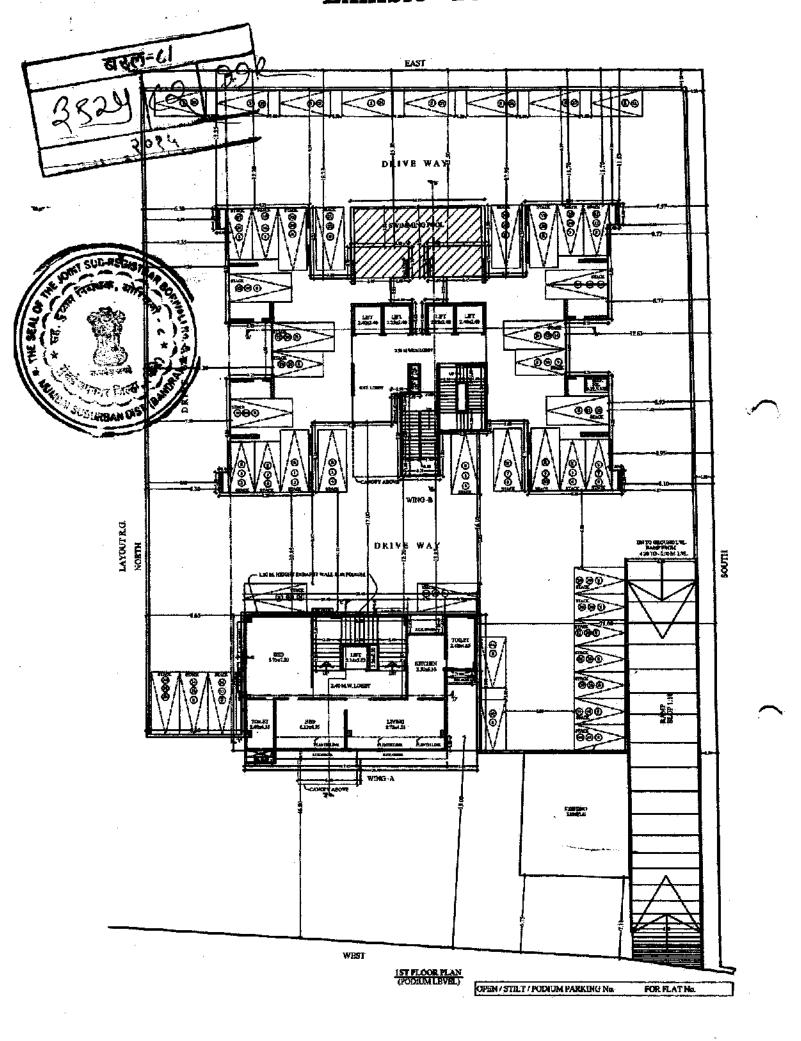
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SIGNATURE OF C.A. OF M/S. THAKUR BROTHERS AURKULTURAL FARM

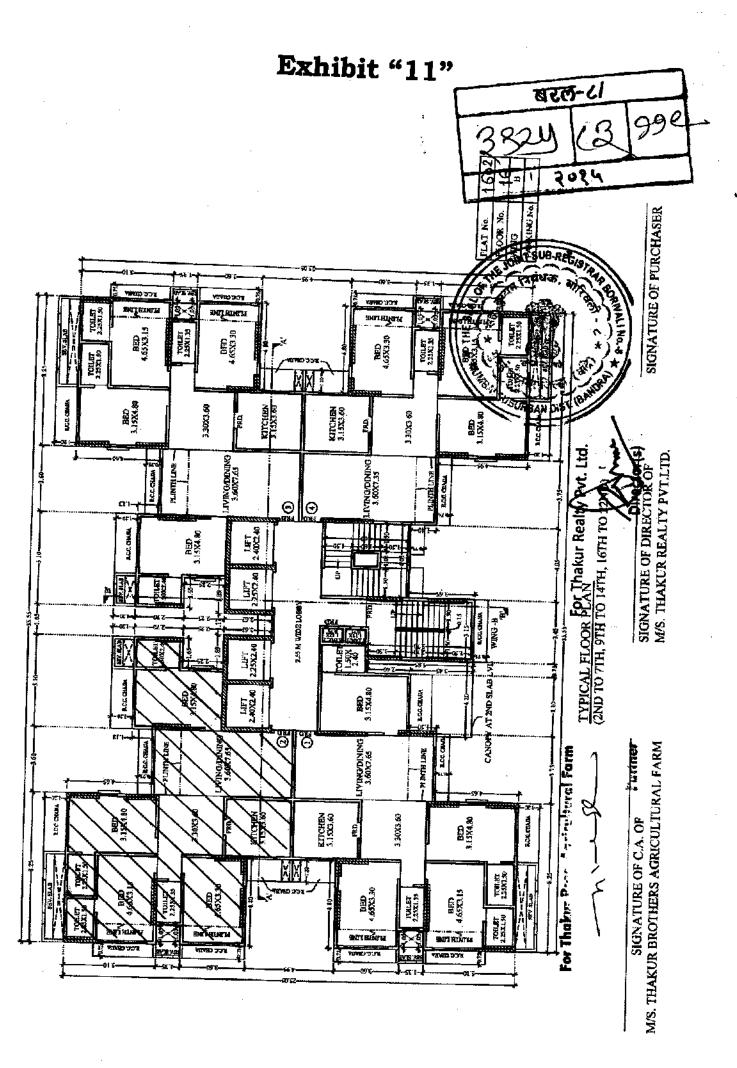
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SIGNATURE OF PURCHASER

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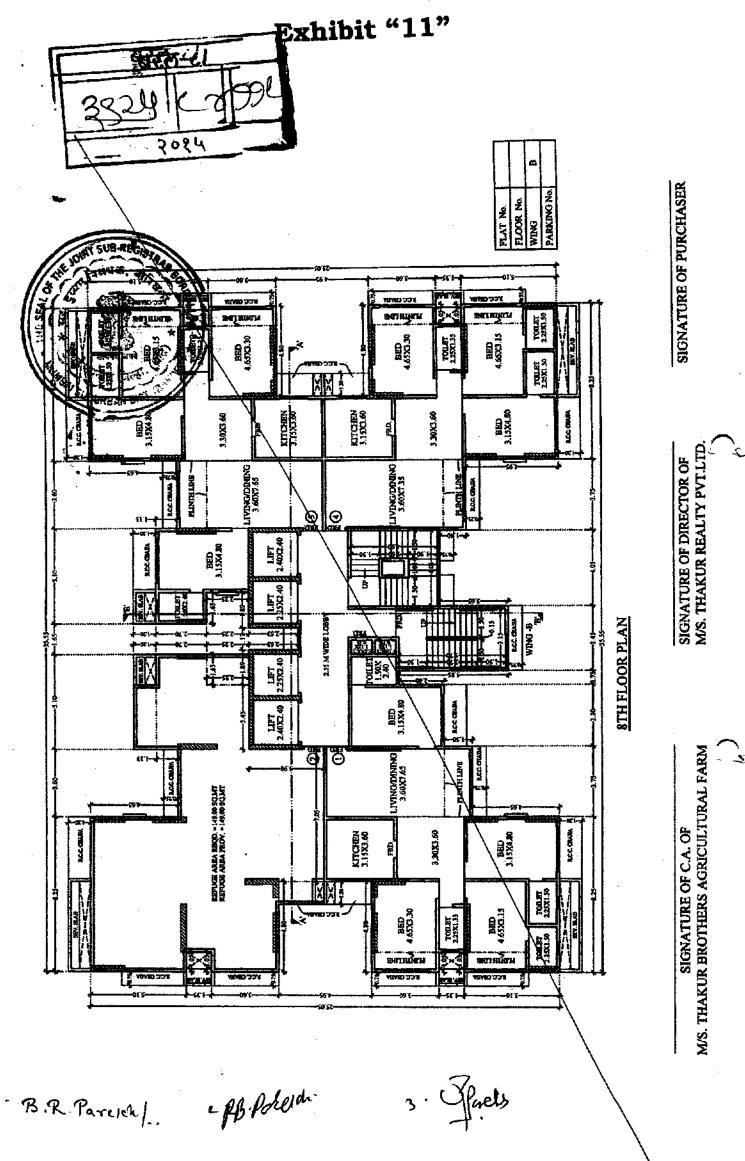


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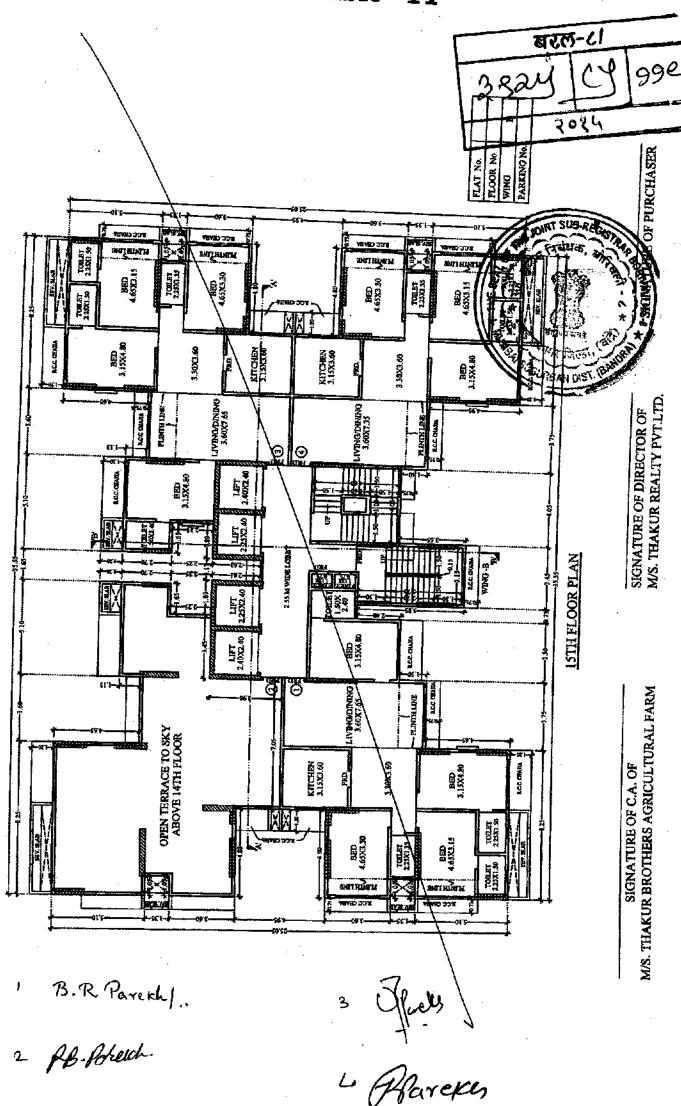
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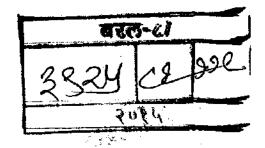
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MUNICIPAL CORPORATION OF GREATER MESSISSION

NO.CHE/A-3253/BP(WS)/AR of

FULL OCCUPATION CERTIFICATE

Shri K.E. Vaid. C.A. to M/s. Nanbhoy Jeejeebhoy Pvt. Ltd. बरल-८/

Sub: Permission to occupy the completed bldg. No. 5 of Wing 'B' on plot bearing CID. No. 518/A-2 to 818/A-10 & 792/X1/C of Village Poisar at Thakur Village Kandivali (East), Mumbai.

Ref: Your Architect's letter No.1872.

Gentleman,

The development work of Bldg. No.5 of Wing Hodenprising of one level podium + stilt + 1st to 22 upper floors on Hot bearing Crs 818/A-2 to 818/A-10 & 792/11/C of Village Pois at Thakun Y Kandivali (East), Mumbai, completed under the supervision of H.A. Mehta, Lic. Surveyor having Lic. No.M/53 Shri Abhay S. Damle, Lic. Structural Engineer having Lic. No. STR/D/99 and Lic. Site Supervisor, Shri Kamlesh V. Gurav, having Lic. No.G/203/SS-I, may be occupied on the following conditions:-

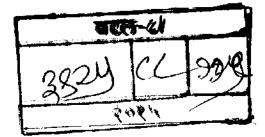
- 1) That the certificates under Section 270-A of M.M.C. Act shall be obtained from A.E.W.W. 'R/South' Ward and a certified copy of the same shall be submitted to this office.
- 2) That all the deposit shall be claimed within 6 years from the date of payment or within a year from the date of B.C.C. whichever is earlier, failing which the same shall be forfeited.

A set of certified completion plan is returned herewith.

Yours faithfully,

Ex. Eng.(Bldg.Prop.) W.S. 'R' Ward

D:\ANJALI N\OCC\A-3253 AR.doc





घोषणापत्र

विवंधक अपित करतों की, दुय्यम निवंधक अपित करतों की, दुय्यम निवंधक अपित करतों की, दुय्यम निवंधक अपित करण्यात आला आहे. अपित अपित करण्यात आला आहे अपित करण्यात आला आहे. अपित अपित करण्यात आला आहे अपित अपित करण्यात आला आहे अपित करण्यात अपित करण्यात अपित करण्यात करण्या

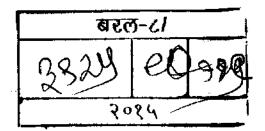
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कुलमुखत्यारपत्रधारकाच नाव

व सही



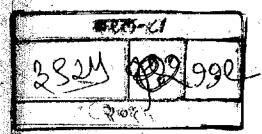
बरल-८/





Orginal/Duplicate CO-C पावतीः Friday, August 30, 2013 नोदणी के. :39म 12:34 PM Park39M) पावती कं.: 7264 2084 गावाचे नावः पोयसर दस्तऐवजाचा अनुक्रमांक: बरल-2-6473-2013 दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र सादर करणाऱ्याचे नाव: मे/ ठाकुर ब्रदर्स ॲग्रीकल्चरल फार्म तर्फे भागीदार जितेंद्र आर सिंग , क्रम्बनोंदणी फी_{करक} ক, 100,00 % र. 560.00 ·पृष्ठाची संख्याः 28 र. 660.00 आपणास मूळ दस्त ध्वनेल ग्रिटन सीडि अंदाजे 2:52 PM ह्या बेळेस मि सह दुर्जन-बारीवली2 बाजार मुल्य: रु 1 भरतेले मुद्रांक शुल्क र 500/ 1) देयकाचा प्रकार: By Cash रक्कमः रू 100/ है 2) देयकाचा प्रकार: By Cash रक्कमः रू 560/

CELEVERIED ON 31 813



44

Token No:

Document Type : REGISTERED Nature Of Document - Agreement

BOI SHAREHOLDING LIMITED - FRANKING DEPOSIT SLIP Shop No.374, Ramjharukha CHS, Shopping Building

S.V. Road ,Andheri(West),Mumbai-400 058

Telephone No ::022-26252960 :

no. : D-5/STP(V)/C.R.1002/02/05/1094 - 98

: 1035891 Date : 26/08/2013 BOI SHAREHOLDING LTD.

til No. of Documents: 1

500.00

Franking Value : Rs. ervide Om @ Rs.10 per Doc: Rs.

10.00

Intal : Rs.

510.00

the stamp duty paying party : S THAKUR BROTHERS AGRI CULTURE FARM

Payment Mode : Cash --

Cash: 510.00

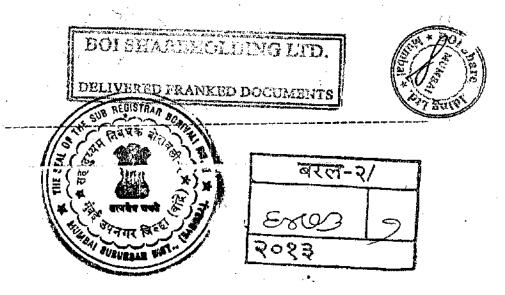
: (For Office Use Only)

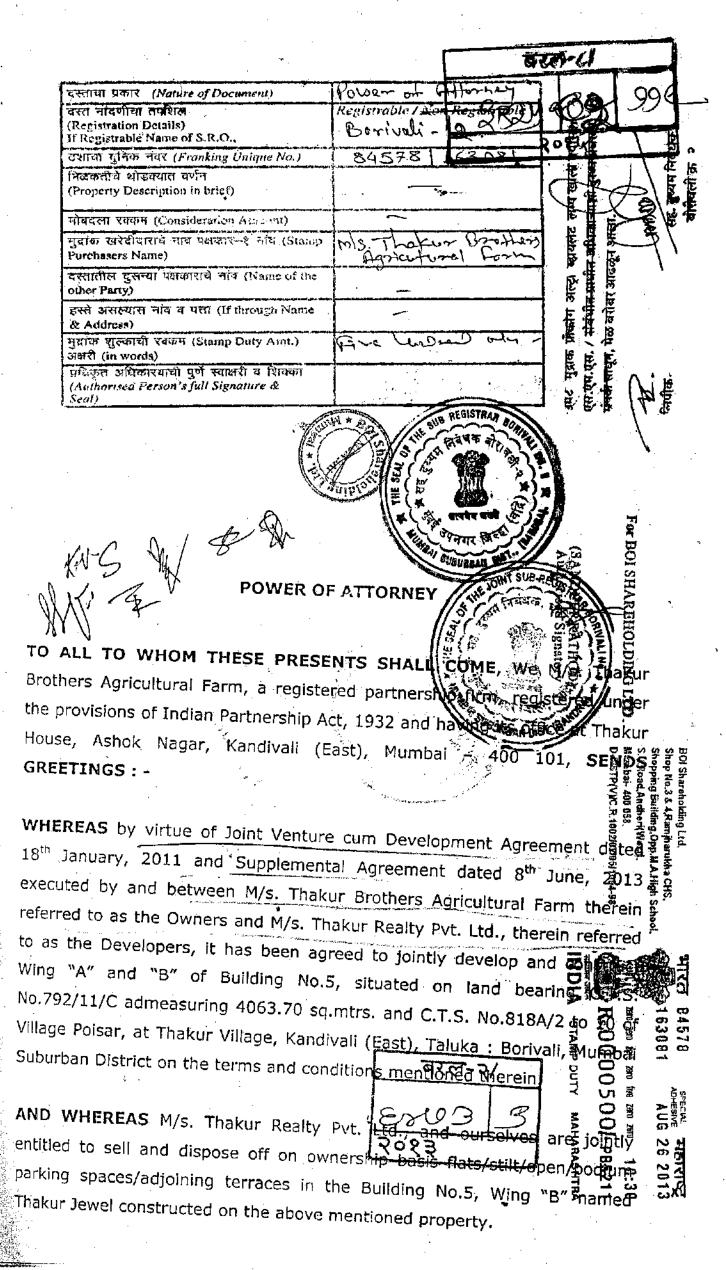
Tran Frankiz Sr. No.

(Stone ture)

(Franking Value x Number of Documents).

500 X 1 🗽





AND WHEREAS We are desirous of appointing some person/s to admit execution of the Agreement/s for Sale of flats/stilt/open/podium parking spaces/adjoining terraces executed by us in the above mentioned Building No.5, Wing "B" named Thakur Jewel situated, at Thakur Village, Kandivali (East), Mumbai – 400 101, (hereinafter referred to as "the said Building") and also to admit the execution and register the documents and Agreement/s for Sale executed with the prospective purchasers of such flats/stilt/open/podium parking spaces/adjoining terraces in the above mentioned Building before the Registrar of Assurances at Mumbai or any other titles and do any incidental act thereof as deemed necessary of the purpose more particularly recorded as

11-CI

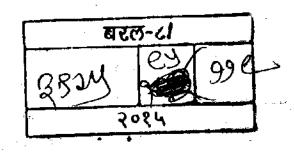
eunder::-

Agricultation arm through it's Partner Mr. Jitendra R. Singh do hereby appoint, constitute and nominate (1) Mr. Karan V. Singh, (2) Mr. Rajesh Singh, (3) Mr. Rakesh Singh, (4) Mr. Suraj Singh and (5) Mr. Sagar Singh, the Directors of M/s. Thakur Realty Pvt. Ltd., to be our true and lawful attorneys, for us, in our name and on our behalf to do the followings acts, deeds and things, jointly or individually:-

To admit execution on our behalf of documents executed by us regarding Agreement/s for Sale of still open/podium parking spaces/adjoining terral is in the said above mentioned Wing "B" of Building No.5 named Thakus is well.

(2) To admit execution of the agreement or Roe 3 of flats/stilt/open/podium parking specially terraces in the said Building and to lodge such Agreements for registration with the Sub-Registrar of Assurance, or at such other place and to admit execution thereof before such authorities and for the

AVS W



purpose aforesaid to execute or to sign such letters, applications, forms as may be necessary.

- Assurances of Bombay or any Authority to present for registration and admit execution of documents executed by us regarding Agreement/s for Rectification/Confirmation, Releases Redemnity of which is compulsory and generally to do all things, necessary or expedient for registering the said Agreements, deed, instruments and writings or any of them, as fully and effectually as me pursue as could do.
- (4) To do all other such acts and things that may be necessary or incidental to registration of the Agreement for Sale with regards to the Sale of flats/stilt/open/podium parking spaces/adjoining terraces in the said building.
- whatsoever the first hereby given and the same shall be binding of the angular belief force and effect.

हरिए । E SCHEDULE

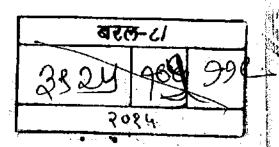
Flats/stilt/open/podium parking spaces/adjoining terraces in the above mentioned Building No.5, Wing "B" named Thakur Jewel, consisting of Ground + Podium + 22 Upper Floors, situated on land bearing C.T.S.No.792/11/C and 818A/2 to 10 of Village Poisar, at Thakur Village, Kandivali (East), Mumbai - 400 101.

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IN WITNESS WHEREOF M/s. Thakur Brothers Agricultural Farm have pereunto set our hands and seal on this 28th day of August 2013. CED AND DELIVERED For Thakur Bres. Agriculturai Farm M/S.THAKUR BROS. AGRICULTURAL FARM) Through its Partner Mr. Jitendra R. Singh P.A.N.... In the presence of: बरल-२/ SIGNED BY THE ATTORNEY M/s. Thakur Realty Pvt. Ltd., Through it's Director/s FOT THAKUR REALTY PVT. LTD. (1) Mr. Karan V. Singh षरल-८/८ (2) Mr. Rajesh Singh. P.A.N.



(4)	Mr.	Suraj Singh
-		P. 1	



For THAKUR REALTY PVI. LTD.



(5)	Mr.	Sagar	Singh
\ -,		5	

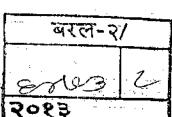
P.A.N.....

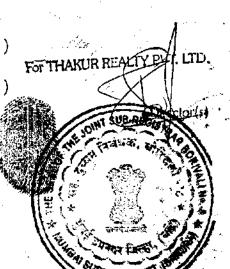
In the presence of:

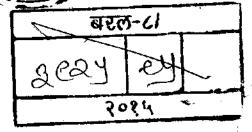
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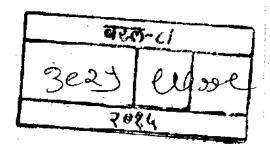
2. Keval













THAKUR REALTY PVT. LTD.

Regd. Off.: Thakur House, Ashok Nagar, Kandivali (E), Mumbai - 400 101.

Tel.: 28873257 / 28874057 / 58 / 59, 65708891 / 92 / 93 • Fax : 91-22-28878761

Email: email@thakurgroupofcos.com • Web; www.thakurgroupofcos.com

Certified true copy of resolution passed in the meeting of board of directors, as held on 22nd July, 2013 at 11.30 a.m. at the registered office of the company.

Resolved that all the Director/s is/are hereby authorized to accept the power to execute all kind of agreements, deeds, and documents with all the prospective purchaser/s and/or any purchaser for Building No.5 (Wing 'B') known as "Thakur Jewel" on plot bearing CTS No. 792/11/C and 818-A/2 of village – Poisar, Kandivali East, Mumbai 400101, Mumbai Suburban District on behalf of M/s. Thakur Brothers Agricultural Farm and all writing including registration of any documents of whatsoever nature, as may be necessary or expedient in order to give effect to this resolution.

It is Firther Resolved that either Shri Karan Singh or Shri Rakesh Singh or Shri Suraj Singh or Shri Sagar Singh or Shri Rajesh Singh (any one of them) are authorized to execute the Power of Attorney on behalf of all the directors with laken the ers Agricultural Farm and register the Agreement for Sale or any other related documents before the sub-registrar or registrar and they the further authorized to submit all the documents which are required to get the revisitation of any premises in "Thakur Jewel" on behalf of M/s. Thakur

Resolution passed unanimously,

For Thakur Realty Pvt. Ltd.

KV Ern

Director.

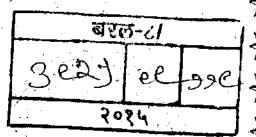
Date: 22.07.2013

Place: Mumbai.

बरल-२/ ७/४७३ <u>८</u> २०१३







Form 1

Certificate of Incorporation

Corporate Identity Number: U70200MH2007PTC1673

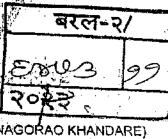
2006 - 200**7**

I hereby certify that THAKUR REALTY PRIVATE LANGED IS the ay incorporated under the Companies Act, 1956 (No. 1 of Jest) and the company is limited.

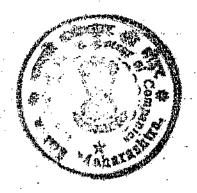
Given under my hand at Mumber the TH day of JANUARY

TWO THOUSAND SEVEN.





Registrar of Companies Maharashtra, Mumbai



VAIBHAV P. PANDYA

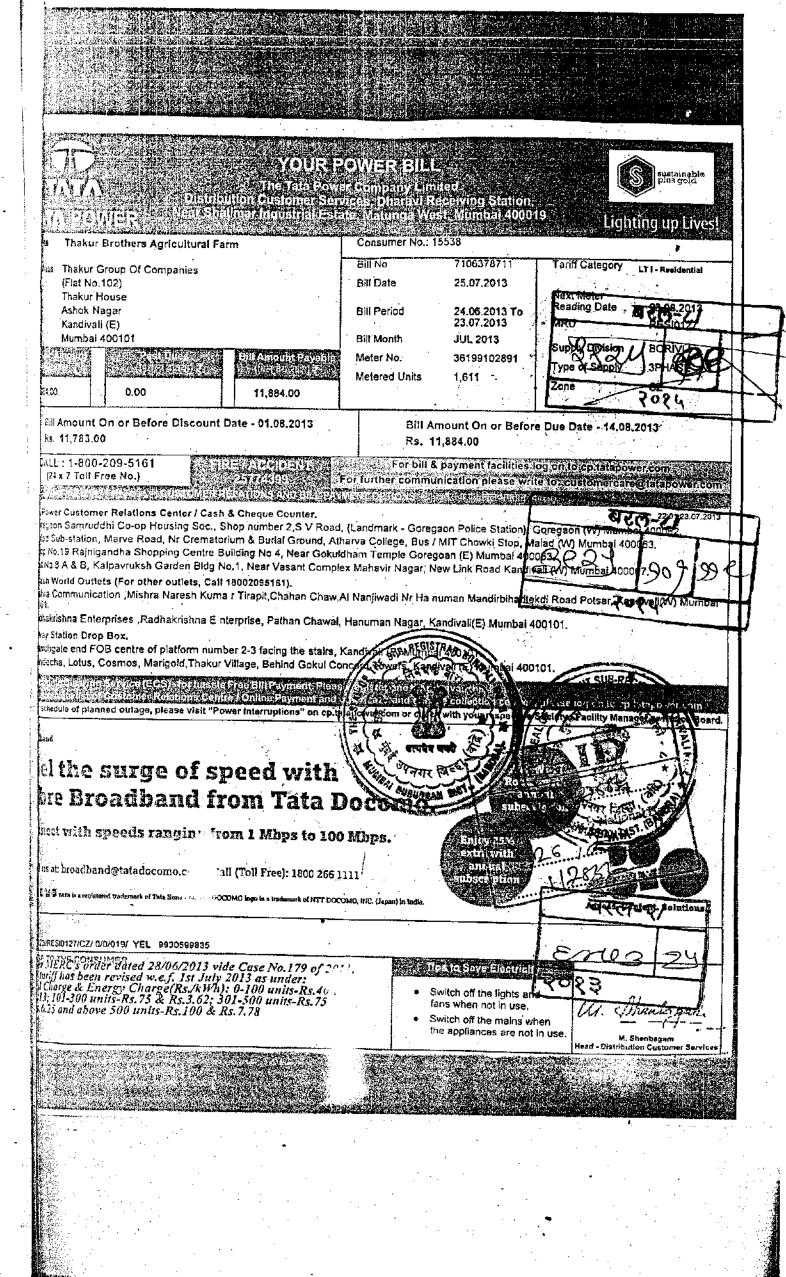
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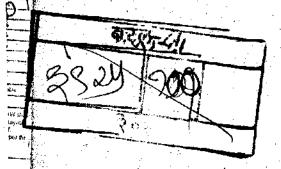
Pandys, About D.220, 2nd Floor, D.220, 2nd Floor, Baltarang Co-operative Hsg. Soc. Ltd.

Reliarang Co-operative Hsg. Soc. Ltd.

Cross Shiv Vallabh Road, Rawal Pada, Dahisar (E), Mumbai-400068

for updation,	supporting documents, correction requ			-
2824 1 3824 1	RoC-Mumbai Everest , 100 Mumbai Maharashtra- INDIA	, Marine Drive -400002		
Request"	physical documents should be superscri	bed as "Application for	Company/LLP Master Data Com	ection
		Master Data		
Subject	Company/LLP Details/Particu	ılars	Verification/Corrections,if an	у
ON CONTRACT	: 6053066412007PTC167378			
ompany Na h	THE PRIVATE LIMITED			
OC Code	ReC-Mumbal			
iegistration Bumber	167378			
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ompany Subcate of 190	7 **			
lass of Company	Private			
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aid up capital(in Rs)	:20,000,000.00			
umber of himbers(Applicable only	362) 100196			
case of company	3081			
Attention Share Capital ate of Incorporation	: 30/01/2007			
address of registered	-THAKUR HOUSE, ASHOK NAGAR,			
illice	KANDIMLI - EAST	RED STRAN D	<u>.</u>	
	MUMBAI Maharashtra-400101	SUB REMAINANT	Marie Control	
	INDIA .	18 (8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
imail id	: email@thakurgroupofcos.com		33.	
Whether listed or not	: Unlisted	E (#	運} #	
nate of Last AGM	: 25/09/2012	Mary Bar		
ale of Balance sheet	:31-03-2012	ST S		
Company Status(for	: Active		बरल-२/	
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of the company/LLP	son/daught	ter ofter for that I	have gone through the above de	_dn beha
correction suggested is tru	ue and correct to the best of my knowledge lired documents for the correction suggest	and belief.		
Jocument.				a io ine
\$ 64560 (650) (650)	the board of directors' resolution dated	to sign and s	submit mis application.	
Cate:	•			
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Place		.	/Sign	
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PERMANENT ACCOUNT NUMBER AAAFT0124E

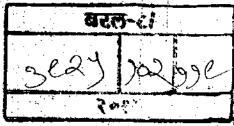


NAME

THAKUR BROTHERS AGRICULTURAL FARM

निगमन बनने की तिथि /DATE OF INCORPORATION/FORMATION

10-04-1975



निदेशक (पद्धति)

INCOMETAX DEPARTMENT

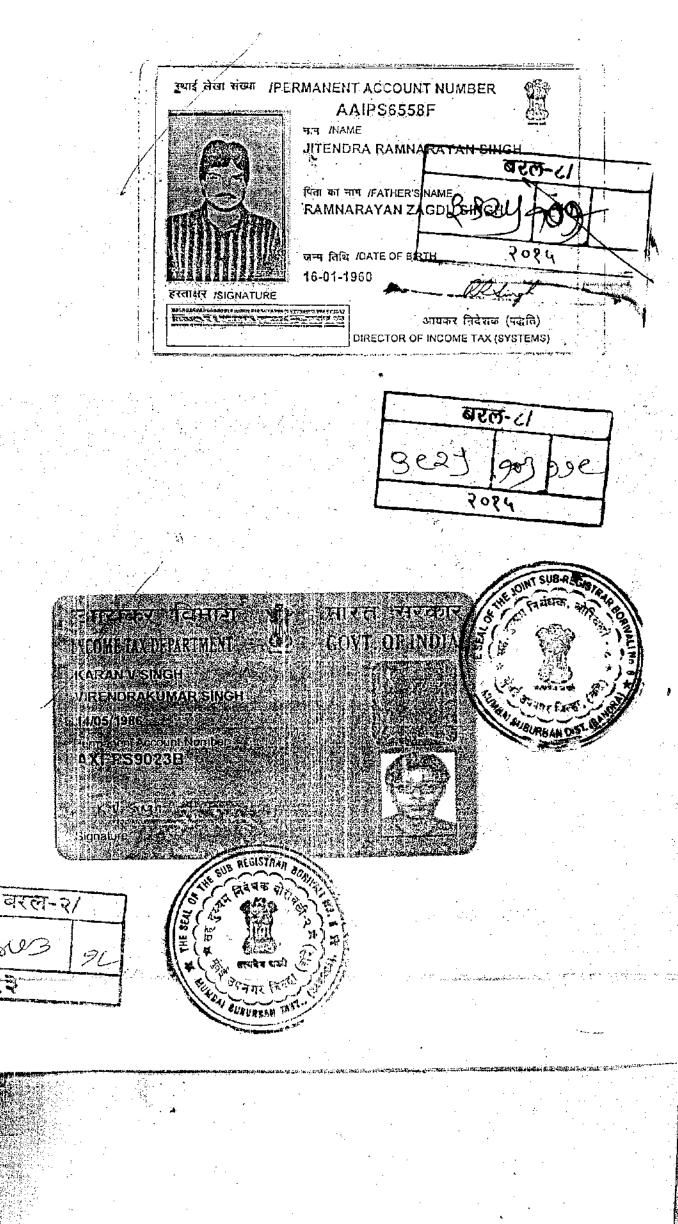
THAKUR REALITY PRIVATE

LIMITED

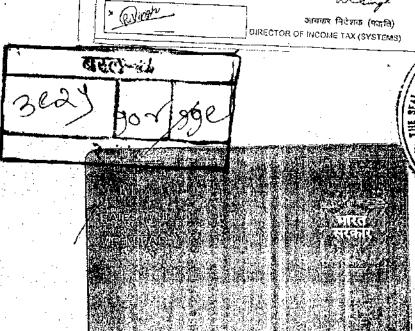
30/01/2007

Pantaneni Account Ni AACCT6143Q

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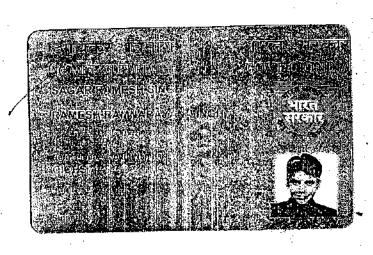


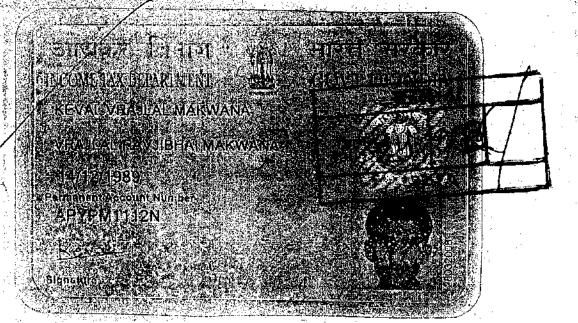


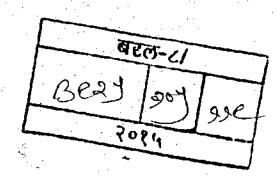




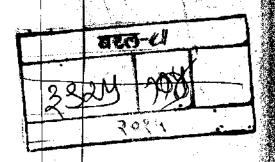
बरल-२/ ১८४७३ ७८ २०१३



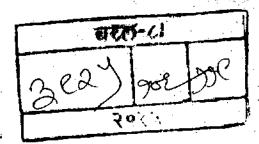
















बरल-२/ ८४७८ <u>२</u> २०१३

दस्त गोषवारा भाग-1 शुक्रवार,30 ऑगस्ट 2013 12:34 म.नं. त क्यांक: 6473/2013 दस्त क्रमांक; बरल-2 /6473/2013 मोबदला: रु. 00/-बाजार मुल्य: रु. 01/-भरलेले मुद्रांक शुल्क: रु.500/-ने ज १ ५ पावती दिनांक: 30/08/2013 दु. नि. सह. दु. नि. बरल-2 यांचे कार्यालयात पावती:7264 सादरकरणाराचे नाव: मे/ ठाकुर ब्रदर्स अँग्रीकल्चरल फार्म तर्फे अ. क्रं. 6473 वर दि.30-08-2013 भागीदार जितेंद्र आर सिंग रोजी 12:31 म.नं. वा. हजर केला. रु, 100.00 হ, 560.00 हजर⁄करिणाऱ्याची सहीः सह दु.नि.का-बोरीवली2 सह दु.नि.का-बोरीवली2 दस्ताचा प्रकार: कुलमुखत्यारपत्र मुद्रांक शुल्क: a जेव्हा तो प्रर्तिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्था<u>वर मालमत्ता विकण्याचा प्राधिकार</u> बरल-८/ मिळत असेल तेव्हा शिक्का क्रे. 1 30 / 08 / 2013 12 : 31 : 59 PM ची वेळ: (सादरीकरण) शिक्का के. 2 30 / 08 / 2013 12 : 32 : 57 PM ची वेळ: (फी) 3024 प्रतिद्वापश कार्यम हा नोंदारी कावरा १८९३ ८ अंदर्गरा असलेल्या,तरतुदीनुसारच नोंदणीस भेतेला आहे. * परवालील संदर्भ पशक्षार, निष्पादक ज्यवती, साक्षीयार व वेडसेरमा कामद्रभवंभी एउच्चरा समस्यती आहे. " दस्ताची सत्यता, बैधता ति बालीकाको एसत निज्यादका ल अब्बुक्ती आरक्त है संपूर्णको **जवाबदार राहतील.**

विदेषारे :

लिह्न घेणारे :

iSarita v1.3.0





30/08/2013 12 41:08 PM

दस्त गोषवारा भाग-2

बरल-2

दस्त क्रमांक:6473/2013

28

दस्त क्रमांक :<u>बरल-2/6</u>473/2013

र लब्द्याचा प्रकार :-कुलमुक्त्यारपत्र

HEAT

पक्षकाराचे नाव व पत्ता

जन्र रियल्टी प्रा लि चे संचालक करण व्ही

पताःप्लाट ने: -, माळा नं: -, इमारतीचे नाव: ठाकुर

हाऊस , ब्लॉक नं: कांदिवली पूर्व मुंबई 400101, रोड स्वाक्षरी:-नं: अशोक नगर , , . ACCT6143Q

पक्षकाराचा प्रकार

पॉवर ऑफ़ अटॉनी होल्डर वय :-28

पॉवर ऑफ़ अटॉर्नी होल्डर

वय:-41 स्वाक्षरी:-

)माळा [ा: -, इमारतीचे नाव: ठाकुर कि नं: कांदिवली पूर्व मुंबई 400101, रोड़

🖟 माळा नं: -, इमारतीचे नाव: ठाकुर

ा लि चे संचालक राजेश -

🔾 🐠 🍇 शोक नगर , , .

अगः अशोक ने क्र भून नंबर AAC T6143Q

र्ने: अशोक नगर , , . पॅन नंबर:AACCT6143Q

जितेंद्र आर सिंग

नं: अशोक नगरिः 🔆 📡 पॅन नंबर:AAAFT0124E

3 . नाव:मे/ ठाकुर रियल्टी प्रा लि चे संचालक राकेश -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ठाकुर हाऊस, ब्लॉक नं: कांदिवली पूर्व मुंबई 400101, रोड नः अशोक नगर . , . पैन नंबर:AACCT6143Q

मावः में किन्द्र यन्टी भा लि चे संचालक सागर -

किया :-, माळा नं:-, इमारतीचे नाव: ठाकुर केत. ब्लॉक नं: कांदिवली पूर्व मुंबई 400101, रोड़

पॉवर ऑफ़ **अटॉर्नी** होल्डर वय :-40 चाक्षरी}

हाकुर रियल्टी प्रा लि चे संचालक सुरज - सिंग पॉवर ऑफ़ अटॉर्नी वय :-25 ्रह्राऊसर् वेदिक तं: कांद्रिवली पूर्व मुंबई 400101, रोड स

पॉवर ऑफ़ अटॉर्नी होल्डर

वय:-23 ∻कार्धरी:-

नाव:मे/ ठाकुर ब्रदर्स अँग्रीकल्चरल फार्म तके भागीदार-कुलिभुर्खित्यार देणार वय:-53 पत्ता:प्लॉट नं: -, माळा नं: हु, इमारतीचे नाव: ठाकुर

REGISTRAN

स्वाक्षरी:-हाऊस , ब्लॉक नं: कांदिवली पूर्व मुंबई 400101, रोड

OUEVAIA!

छायाचित्र

अंगठ्याचा ठसा

























वरील दस्तऐदज करन देणार तथाकथीत कुलमुखत्यारपत्र शिक्का क्र.3 ची वेळ:30 / 08 / 2013 12 : 38 : 24 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवें कुरु

पक्षकाराचे नाव व पत्ता अनु

iSarita v1.3.0

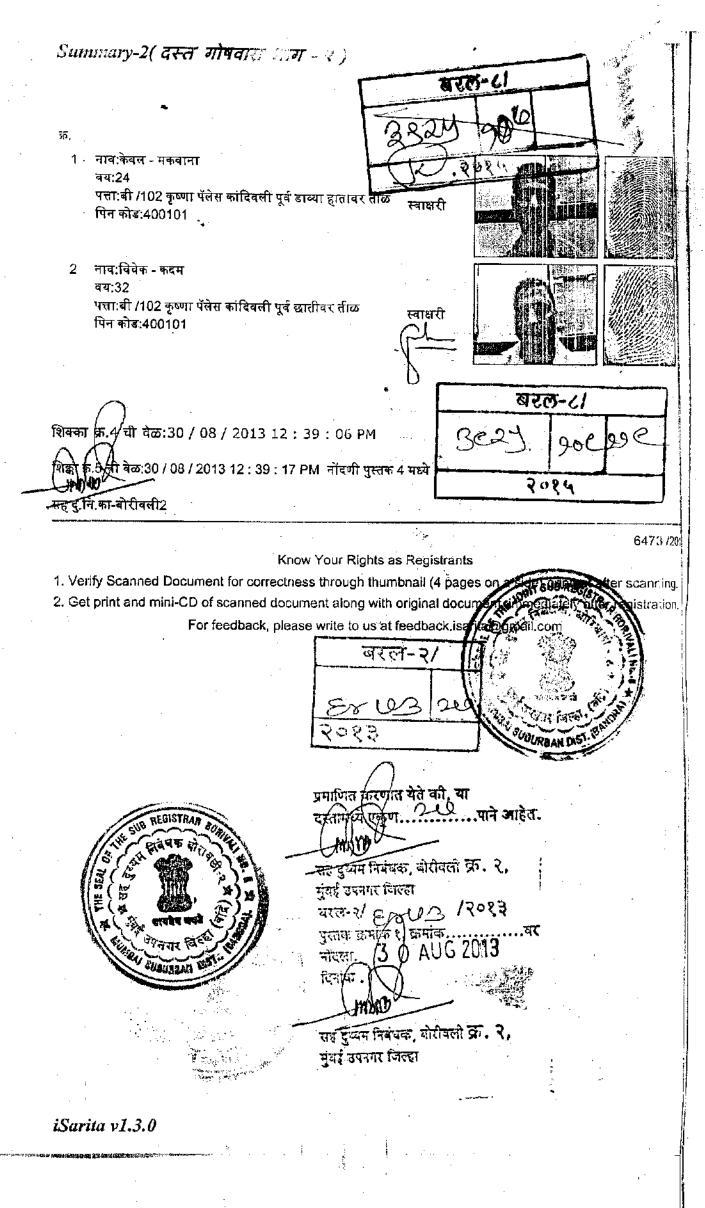
बूल करतात.

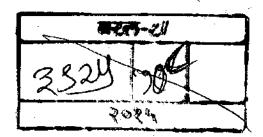
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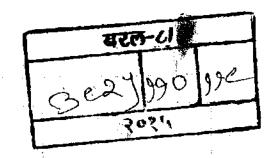
चिी ओळख पटवितात

छायाचित्र

अंगठ्याचा ठसा

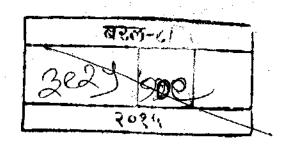


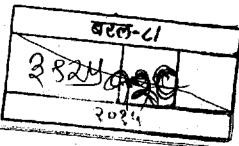






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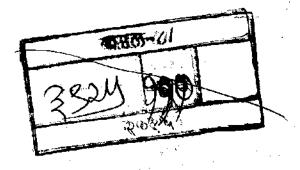
बरल-८/

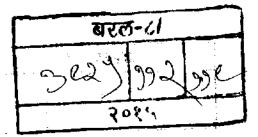


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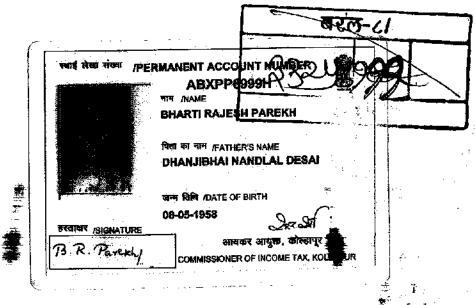
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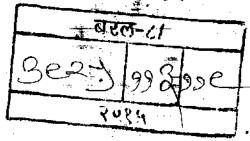








B. R. Parekh ..

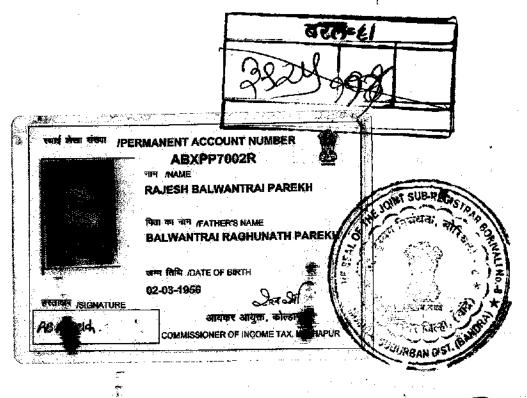




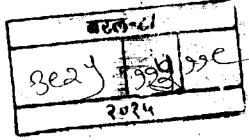




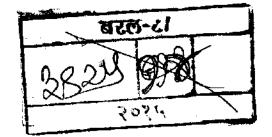


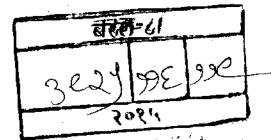


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दस्त क्रमांक: 3925/2015 बरल-८। 99 e

२०१५

दस्त क्रमांक: बरल8 /3925/2015

बाजार मुल्य: रु. 2,40,00,000/- मोबदला: रु. 2,50,00,000/-

भरलेले मुद्रांक शुल्क: रु.12,50,000/-

दु. नि. सह. दु. नि. बरल8 यांचे कार्यालयात

पावती:4131

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सादरकरणाराचे नाव: भारती राजेश पारेख

पावती दिनांक: 16/05/2015

अ. क्र. 3925 वर दि.16-05-2015

रोजी 10:59 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2380.00

पृष्टांची संख्या: 119

B. R. Pareich .. दस्त हजर करणाऱ्याची सही:

एकुण: 32380.00

हेर्ड देखें भारतिया है बोरिवली - ८ ्रमुंबई उपनगर जिल्हा.

दस्ताचा प्रक्रार; करारनामी

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालि उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्यार्ह

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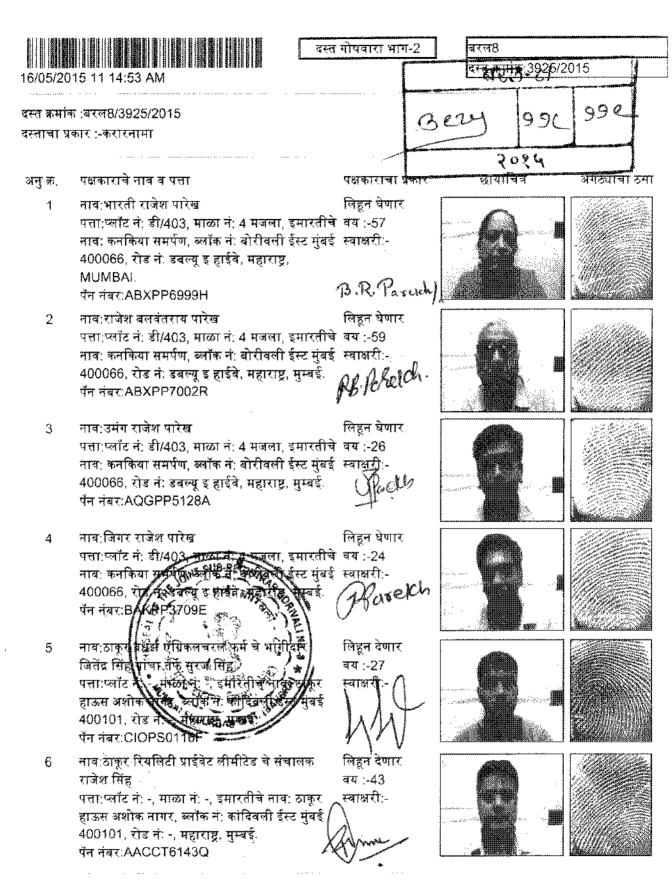
शिक्का क्रं. 2 16 / 05 / 2015 11 : 00 : 30 AM ची वेळ: (फी)

स्मिक् क्षितिका ब्रोरिवली - ८

कोणत्याही कटक क्षेत्राच्या हद्दीत किंदा

प्रतिज्ञापत्र

· सदर दस्तहिबन हा बीडमी कानदा १९०८ अंतर्पत अमलेल्या नरतुवीनुसारच नोंदणीसः **अस्त्र केलेला आहे, * द**स्तातील संपूर्ण महाकृत, निष्मादक व्यक्ती, साशीदार व हों बत्त जोडलेस्या बत्यदस्प्रांची सत्यतः हपायती आहे. "दस्ताबी सन्यामा, बैधता कायदेशीर भूगों माही दस्स निष्पादक व कावृत् धारक हे संपूर्णपणे जबाबदार राहतील.



वरील दस्तऐवज करुन देणार तथाकश्रीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:16 / 05 / 2015 11 : 06 : 19 AM

ओळख:-

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

अनु पक्षकाराचे नाव व पत्ता क क्र.

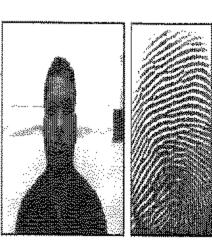
स्त्रायाचित्र

अंगठ्याचा ठसा

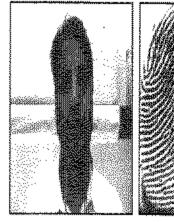
1 नाव:पंकज - राणे वय:32 पत्ता:शॉप नं 12 शिव सागर बील्डींग ठाकूर कॉमप्सेक्स कांदिवली ईस्ट मुंबई 400101 पिन कोड:400101

2 नाव:अनिल - सिंह वय:39 पत्ता:वरिल प्रमाने पिन कोड:400101





3-1िन स्वासरी





शिक्का क्र.4 ची वेळ:16 / 05 / 2015 11 : 06 : 53 AM

शिक्का क.5 ची वेळ:16 / 05 / 2015 11:07:06 AM नोंदणी पुस्तक 1 मध्ये

महान्या भोतिको क्षितिकारी - ४ गुर्ग जनगर हिन्दु। EPayment Details.

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3925 /2015

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