



Saturday, April 30, 2011  
4:39:09 PM

पावती

Original  
नोटणी 39 म.  
Regn. 39 M

पावती क्र. : 3315

गावाचे नाव मुतुंड

दिनांक 30/04/2011

दस्तावेजाचा अनुक्रमांक

वदर 7 - 03255 - 2011

दस्तावेजाचा प्रकार

करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

सादर करणाऱ्याचे नाव: श्रीजी रिअल्टर्स प्रा लि तर्फे संयालक सजय संपतकुमार जैन . -

नॉटणी फी	-	30000.00
नक्कल (अ. 11(1)), प्लॅटानाची नक्कल (अ. 11(2)),	-	740.00
ऊजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (37)	-	195000.00
दंड कलम 25	-	

एकूण रु. 225740.00

आपणस हा दस्त अंदाजे 4:53PM हा वेळेस मिळाला

DELIVERED

संपादक

दुय्यम निबंधक

कुर्ली 2 (विक्रीची)

बाजार मूल्य: 67257000 रु. मोबदला: 0 रु.  
भरलेले मुद्रांक शुल्क: 3363000 रु.

सह दुय्यम निबंधक कुर्ली - २  
मुंबई उपनगर जिल्हा

देयकाचा प्रकार : जीडी/धनाकर्षाद्वारे;  
बँकेचे नाव व पत्ता: आंध्रा बँक मुंबई;  
जीडी/धनाकर्ष क्रमांक: 865350/868229; रक्कम: 225000 रु.; दिनांक: 29/04/2011

संपादकधनाच्या अधिन राहू

मल परिपत्रक क्रमांक: ३०००/१४/प्र.क्र. २५/ म-९, दि. २४/३/२०००.  
म. नि. व. मु. नि., मु. नि. क्र. का-३/ संप्रत्यक/ मुद्रांक पावली दुसऱ्या/०६/३९६, दि. ४/१०/२००६.

1 of 1

**GENERAL STAMP OFFICE**  
TOWN HALL, FORT, MUMBAI - 400 001. **E 178686**

RECEIPT FOR PAYMENT TO GOVERNMENT

**DELIVERED**

NOT TRANSFERABLE

Receipt No. : 44026

Receipt Date : 01-FEB-11

Received From : SHREETI REALTIES P LTD

Account of : INSUFFICIENT STAMP DUTY

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBL-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs)
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PO	866649	31-JAN-11	ANDHERA BANK (ANB)	0	2,092,500.00
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**DELIVERED**

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3२५५
9
२०११

Case No. : SDE/NEW/23/10.

Lot No. :

Lot Date :

Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
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**DELIVERED**



Total: 2,092,500.00

Sr. No. 2092500 Rupees Twenty Lakh Ninety Two Thousand Five Hundred only

Under the Seal of Registration, please produce the original before the Sub-Registrar. C. M. SALUNKE



मल परिपत्रक क्रमांक. २०००/९४/म.क्र. २९/ म-९, दि. २४/३/२०००.  
म.नि.व.सु.वि., पुणे क्र.का-३/ संज्ञापक/ शुद्धांक पावती दुसऱ्या/०६/३९६, दि. ४/९/२००६.

**GENERAL STAMP OFFICE**  
TOWN HALL, FORT, MUMBAI - 400 001. **E** 178687

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 44028

Receipt Date : 01-FEB-11

Received From : **SURESH REALITIES P LTD**

Account of : **INSUFFICIENT STAMP DUTY**

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs)
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PO	865351	25-NOV-10	ANDHERA BANK (ANB)	0	1,270,000.00
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DELIVERED	
बंद-९	3244
2011	2

Use No. : **SDE/NEW23/10**

Lot No. :

Lot Date :

Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
1270000	Rupees Twelve Lakh Seven Thousand only			1,270,000.00
Total				1,270,000.00



At the time of Registration, please produce the original receipt before the Sub-Registrar.

C. M. SALUNKE

Signature / Designation

पत्रक क्रमांक-२०००/१४/प्र.क्र. २५/म-९, दि.२४/३/२०००.  
वि. गुणे क.का-३/ संलग्नक/ सुदांक पावती दुसऱ्या/०६/३९६, दि.४/१०/२००६.

1

# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001.

E 178688

RECEIPT FOR PAYMENT TO GOVERNMENT TRANSFERABLE

Receipt No.: 44029

Receipt Date : 01-FEB-11

Received From : SHREETI REALTIES P LTD

Account of : FINES AND PENALTY

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs)
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000	866650	31-JAN-11	ANDHRA BANK (AMB)	0	269,028.00
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3244	3
2083	

Use No.: SDE/NEW/23/10..

Lot No.: Lot Date :

Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
269028	Rupess Two Lakh sixty Nine Thousand Twenty Eight only			269,028.00

Under the Government of Registration, please produce the original receipt to the Sub-Registrar.





L. S. V. No. 840  
महाराष्ट्र MAHARASHTRA

28 JUL 2010

पुरा L. S. BAMBHE



DEVELOPMENT AGREEMENT

UNFOUNDED  
Under Section 33  
BSA, 1958.

Collector of Stamp  
Enforcement-11

THIS ARTICLE OF AGREEMENT is made at Mumbai this 15<sup>th</sup> day of October the Christian Year Two Thousand Ten BETWEEN VENUS TILES AND MARBLES MANUFACTURING <sup>COMPANY</sup> PRIVATE LIMITED, a Company registered under the provisions of Indian Companies Act 1956, having its Registered Office at PLP Compound, Bal Rajeshwar Road, Mulund (West), Mumbai - 400 080, hereinafter referred to as "the OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors) of the ONE PART, AND SHREEJI REALTIES PRIVATE LIMITED, a Company registered under the provisions of Indian Companies Act

Blue



Certificate u/s. 41 of the Bombay

Stamp Act, 1958

No. Adi. SDS/IN/50/23/19

Office of the Collector of Stamps

Dated 4.12.2001

Received from Shri Shreeji Real Hies P. Ltd.

resident of ..... Real Hies P. Ltd. three lakhs sixty two thousand  
insufficient Stamp duty of Rs. (336500/-) Three lakhs sixty two thousand two  
hundred only. vide challan No 44026/27 dated 1.12.11.  
chargeable under article 5.19-a) of schedule I of Bombay Stamp Act, 1958

Certified under Section 41 of the Bombay Stamp Act, 1958 that the proper duty of Three lakhs sixty two thousand two  
Rs. (336500/-) Three lakhs sixty two thousand two hundred two hundred only  
and penalty Rs. (269028/-) Two lakhs sixty nine thousand two hundred two  
under article 5.19-a) of schedule I have been paid in respect of this instrument.

This certificate is subject to the provisions of section 53-A of the Bombay Stamp

Act, 1958.

Place B.M.R.T.

Date 4.12.11

Collector of Stamps

Suburban-II



बेट-19	
3294	9
2033	



1956, having its Office at 1<sup>st</sup> Saurabh, Chakala, Andheri Kurla Road, Andheri (E), Mumbai – 400 093, hereinafter referred to as “**the DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**.

WHEREAS prior to 1<sup>st</sup> August 1972 one Anant Pandurang absolutely seized and possessed off and/or well and sufficiently entitled to and the Owner of property being all that piece and parcel of land or ground bearing Survey Nos. 250, 251/1A and 251/1B admeasuring in all 86515 sq.yards i.e. 72337.60 sq.mtrs. or thereabout situate lying and being at Revenue Village Mulund, Taluka Kurla (for brevity's sake hereinafter referred to as “the said larger property”).

AND WHEREAS by and under a Lease dated 1<sup>st</sup> August, 1972 the said Anant Pandurang Pandit therein called the Lessor, Harishchandra Anant Pandit and 9 Others therein called the First Confirming Party, Gajanan Appaji Bhatte therein called the Second Confirming Party and L.S. Agarwal and 3 Others therein called the Lessees and duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. S-4153-54/55 of 1972, the said Anant Pandurang Pandit with the confirmation of the Confirming Parties therein demised unto and in favour of the said L.S. Agarwal and 3 Others the said larger property for a period of 98 years commencing from 11<sup>th</sup> March, 1972 at and for the lessees and subject to the terms, conditions and covenants contained therein on the part of the said Lessees with a right of renewal thereof for further period of 98 years.

AND WHEREAS by a Deed of Partition dated 2<sup>nd</sup> July, 1973 duly registered with the Sub-Registrar of Assurances at Bombay under Serial No.S-1279-80 of 1973 the said L.S. Agarwal and two Other therein called the Party of the One Part and the Santokh Singh Uppal therein called the Party of the Other Part, in consideration of the said Santokh Singh Uppal having assigned and released in favour of the said L.S. Agarwal and two Others all his right, title and interest in respect of portion of the said larger property admeasuring 51435.10 sq.mtrs., the said L.S. Agarwal and two Others thereby assigned and released unto and in favour of the said Santokh Singh Uppal for ever for his absolute use, enjoyment, benefit of 3/4<sup>th</sup> undivided share, right, title and interest in the remaining portion of the said larger property admeasuring about 25000 sq. yards i.e. 20902.50 sq. mtrs. or thereabout subject to payment of proportionate amount of lease rent and on the terms and conditions recorded therein.

AND WHEREAS by an Agreement for Sale dated 8<sup>th</sup> October, 1975 the said Santokh Singh Uppal had agreed to sell to Puran Ratilal Mehta and the Owner herein jointly portion of the property admeasuring about 15000 sq. yards equivalent to 12541.91 sq. mtrs. or



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thereabout forming part of the property came to the share of the said Santokh Singh Uppal under the Deed of Partition dated 2<sup>nd</sup> July, 1973 at or for the consideration and on the terms and conditions recorded therein.

AND WHEREAS by an Agreement dated 25<sup>th</sup> October, 1978 executed between the said Puran Ratilal Mehta and the Owners herein, the parties there to had, inter alia, agreed that out of the total area agreed to be acquired under the said Agreement dated 8<sup>th</sup> October, 1975, a portion admeasuring about 4000 sq.yards equivalent to 3344.52 sq.mtrs. shall be purchased/taken over by the Owners herein for its use while the remaining portion shall be taken over by the said Puran Ratilal Mehta and accordingly both the parties would take necessary steps to have separate assignment from the said Santokh Singh Uppal in respect of their respective area of the property and that the Owners herein have agreed to provide to the said Puran Ratilal Mehta a right of passage or means of access over a strip of land from and out of the property taken over/ acquired/retained by the Owners herein as above.

AND WHEREAS on the necessary application/statement being filed the Concerned Competent Authority appointed under the provisions of ULC Act, 1976 granted necessary permission/exemption under Section 20 and 26 of the said Act for transfer of portion of the said land by the said Santokh Singh Uppal in favour of the Owners herein and the said Puran Ratilal Mehta and accordingly by an Order dated 17<sup>th</sup> December 1979 requisite permission/order came to be granted/passed by the Concerned Competent Authority.

AND WHEREAS by and under an Indenture dated 29<sup>th</sup> April, 1980 duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1094/80 dated 2<sup>nd</sup> March, 1987 executed between Santokh Singh Uppal therein called the Assignor, Puran Ratilal Mehta Sole Proprietor of M/s. Power Line Products Company therein called the Confirming Party and the Owners herein therein called the Assignees the said Santokh Singh Uppal for the consideration mentioned therein, with the confirmation of the Confirming Party therein granted, transferred and assigned unto and in favour of the Owners herein all that leasehold piece and parcel of land or ground/plot admeasuring about 4000 sq. yards equivalent to 3344.50 sq.mtrs. or thereabout forming part of Survey No. 250 of Revenue Village Mulund, Taluka Kurla, in the Registration District of Mumbai Suburban District and more particularly described in the Third Schedule thereunder written which is the same as Schedule herunder written for the residue unexpired period under the said Indenture of Lease dated 1<sup>st</sup> August, 1972 together with the benefit of renewal of the terms for another 98 years as therein provided subject to payment of proportionate amount of rent due in respect thereof and subject to the performance of the covenants, terms, conditions and stipulations contained in

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the said Indenture of Lease dated 1<sup>st</sup> August 1972 on the part of the Owners herein in respect of the property described in the Schedule hereunder written.

AND WHEREAS on necessary application being made by the Owners herein, the said Puran Ratilal Mehta and the said Santokh Singh Uppal, the Concerned Revenue/City Survey Authorities by an Order dated 24<sup>th</sup> April, 1990 divided/sub-divided the said larger property and thereby divided the C.T.S. No. 18 into three parts and earmarked/identified the property of the Owners herein admeasuring about 3344.4 sq.mtrs. which came to be rectified as area of 3236.6 sq.mtrs. and given separate C.T.S. No. 18 C and separate P.R. Card came to be issued in respect of C.T.S. No. 18 C in favour of the Owners herein.

AND WHEREAS the property being CTS No. 18C admeasuring about 3236.6 sq.mts. situate lying and being at Revenue Village Mulund, Taluka Kurla, hereinafter referred to as "the said property".

AND WHEREAS the Owners herein after having obtained requisite permissions, orders, approvals, sanctions including Commencement Certificate dated 11<sup>th</sup> January, 1990 from MCGM, constructed a factory building on the said property for the purpose of carrying on its manufacturing activities therefrom.

AND WHEREAS after having constructed the structure/building/ factory building on the said property, the Owners have not carried on any of its business activities from the structures constructed on the said property.

AND WHEREAS certain disputes and differences arose between the Directors of the Owners' Company which resulted into filing of Suit being B.C.C.C. S.C. No. 1216 of 2007 by Girish N. Ved against the Owners and the others, however, the same came to be disposed off by an Order dated 13<sup>th</sup> August 2007.

AND WHEREAS by virtue of the aforesaid facts and documents the Owners herein became entitled to the said leasehold property described in the Schedule hereunder written and subject to the terms, conditions, covenants and obligations contained under the said Deed of Lease dated 1<sup>st</sup> August 1972 and the Indenture dated 29<sup>th</sup> April, 1980, the Owners have full right, absolute authority and entitled to deal with and/or carry out development/re-development of the said property in the manner it deems fit and proper.

AND WHEREAS as evident from the P R. Card, the said property came to be wrongly declared as "Forest Land" by the Concerned Authorities of Government of Maharashtra however, the Owners have seriously disputed and objected to such declaration.



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AND WHEREAS the Owners herein being desirous of carrying out re-development of the said property by demolishing the existing structure/factory building and constructing building for such purpose residential and/or commercial as may be permitted by the Concerned Authorities including Development Authorities of MCGM have joined hands with the Developers for the development of structure jointly by forming a Development Agreement to carry out the construction and development after demolition of the existing structure which will be entirely at the behalf of and solely in the account of the Developers.

AND WHEREAS each parties agree that filing of separate Income Tax Returns for their respective obligations.

AND WHEREAS it is agreed by and between the parties that it shall be the obligation of the Owner to offer and pay the Capital Gain Tax after required valuation upon handing over the peaceful possession of land space to the Developers to the extent of 54% which would amount to conferment of right over the impugned land and consequently the share of construed area as attributable and agreed would be treated as stock-in-trade of the Owners.



AND WHEREAS pursuant to mutual negotiation ensued between them, the parties hereto have mutually agreed to jointly carry out re-development of the said property on the terms and conditions mutually agreed upon between them and as hereinafter appearing.

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



1. The Owners hereby declare and confirm that what is recited hereinabove with regard to its right, title and interest in respect of the property described in the Schedule hereunder written shall be treated as declarations/representations on its part as if the same are set out herein in verbatim and forming an integral part of this clause.
2. The Owners hereby grant unto and in favour of the Developers and the Developers hereby take possession of the said land space from the Owners, the development right in respect of the said property being all that leasehold piece and parcel of land or ground/plot admeasuring about 4000 sq. yards equivalent to 3344.50 sq.mtrs. or thereabout bearing C.T.S. No. 18C forming part of Survey No. 250 of Revenue Village Mulund, Taluka Kurla, in the Registration District of Mumbai Suburban District together with the structure/factory building standing thereon and more particularly described in the Schedule hereunder written (for brevity's sake hereinafter referred to as "the said property") and shown on the plan annexed hereto and surrounded by red coloured boundary line; free from all encumbrances, claims

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and demands, at or for the consideration and on the terms and conditions as recorded hereinafter;

- 3.a. As and by way of total agreed consideration for grant of development rights in respect of the said property in favour of the Developers under these presents, by use of the entire development potentiality in respect of the said property as "Baseland" and by use, utilization and consumption of the additional development potentiality in the form of TDR/FSI by whatever name called and in all forms as may be permitted by the concerned authority including of MCGM, the Developers shall construct at their own cost the entire project, however, the expenses towards conversion of Forest Land shall initially be borne by the Developer which will be apportioned from, or in the manner of appropriating the sale process of the built up area, to be effected by the Developer subject to the maximum limit fixed at Rs. 1.25 per. Of actual whichever is lower. The expenses may pertain for removal of declaration of Forest and obtaining requisite NOC and confirmation from the concerned authority and for change of user from "Industrial" to "Residential" handed over to the Owner 46% of the remaining constructed area in the form of premises/units/garages/parking lots/podium/open area etc., that shall be sanctioned by the Concerned Development Authorities in the building/s to be constructed by the Developers on the said property (for short "the said Owners Area"). The balance 54 % of the remaining constructed area in the form of premises/units/garages/parking lots/podium/open area etc., that shall be sanctioned by the Concerned Authorities shall be available for the benefit of and coming to the share of the Developers alone with full right and absolute authority to freely sell, allot, cancel, re-allot on what is popularly known as Ownership basis, give on lease, retain, dispose off or otherwise deal with the said share of constructed area and to retain with themselves the entire sales consideration that shall be received from disposing off their said 54 % of the constructed area by utilizing full of the FSI as may be permitted by the Concerned development Authority (for short "the said Developers' Area"). The total constructed area with car parking space including basement, podium and/or still/ open shall be divided and distributed between the parties hereto in proportion to their respective shares i.e. 46 % to Owners and 54% for Developers. On sanction of plan and obtaining Commencement Certificate upto the proposed 2<sup>nd</sup> slabs, the parties hereto shall identify and earmark the said car parking space on basement, podium, still/open, flats, pent house or any other built up area and confirm the same in writing so as to enable each of the parties hereto to deal with and/or allot the same to their respective prospective Purchasers of premises in the proposed building.



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3b.

The parties hereto agree, declare and confirm that on obtaining the sanction of the plans and other permissions in respect of the building/s <sup>3244</sup> <sup>99</sup> to be constructed upon the said property, the parties hereto shall earmark their respective constructed area by allocating the premises. The said identification of their respective constructed areas/premises shall be confirmed by the parties hereto, in writing.

4.a.

The Owners hereby represent that the area of the said property is 4000 sq.yards. i.e. 3344.40 sq.mtrs. As per P.R. Card the area of the said property is 3236.6 sq.mtrs. The structure/factory building presently existing on the said property is admeasuring about \_\_\_\_ sq.mtrs. The Owners hereby represent that the said property has been wrongly declared as "Forest Land" by the Concerned Authorities <sup>3244</sup> <sup>99</sup> howe so, as the same has been reflected in the said P.R. Card in respect of C.T.S. No. 18C. Upon execution of these presents at the request of the Owners, the Developers shall represent the Owners and take necessary steps including to make sign and submit representations, applications, appeals, revisions, objections, etc. before the Concerned Authorities including Conservative Officer appointed under the Forest Act so as to get released the said property from declaration of "Forest Land".

4c.

The Developers shall also take necessary steps for obtaining permission, sanction, etc. for change of user of the said property from "Industrial" to "Residential". For the said purpose the Developers shall be entitled to make, sign and submit representations, applications, appeals, revisions, objections, etc. before the Concerned Authorities. Entire expenses thereto shall be borne by the Developers.

4d.

For the aforesaid purposes, initially all costs, charges and expenses shall be borne and paid by the Developers, however, the same shall not increase beyond Rs. 1,25,00,000/- or actually incurred whichever is lower. As agreed and confirmed by the parties hereto, that to get released, the said property from declaration of "Forest" and the change of user of the said property are the obligations of and at the costs of the Owners; however, the Developers for and on behalf and at the request of the Owners, have agreed to take necessary steps and undertaken in order to get released from declaration of "Forest" and change of user of the property, the amount required for the purpose would be raised by the Developers by disposing off the required portion of the constructed area as could be appropriate to realize the value of Rs. 1,25,00,000/- or actual cost whichever is lower and the balance constructed area remaining thereafter would be appropriated between the Developers and the Owner in the ratio of 54:46.

5.

The Owners hereby agree, declare and confirm that the development/re-development of the said property described in the Schedule hereunder written shall be carried out by the Developers by use, utilization and exploitation/consumption of the entire



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development potentiality as Baseland and permissible FSI and by use of the benefit of additional development potentiality in the form of TDR by whatever name called and in all forms to the extent permissible to be acquired and purchased from open market for construction of building/s residential and/or residential-cum-commercial or any other kind of structures and necessary infrastructures, amenities and facilities thereto, in accordance with the plans, permissions, approvals, sanctions, certificates to be applied for and obtain from all the Concerned Authorities including MCGM.

6. Upon execution of these presents, the Owners shall authorize the Developers to do and perform various acts, deeds, things and matters, and to sign and submit applications, forms, plans, schemes, etc. to the concerned authorities including MCGM, MHADA, BMRDA Land Revenue Authority, City Survey Authorities etc. so as to apply for and obtain requisite permissions, orders, approvals, sanctions, certificates, N.O.C. etc. for the purpose of demolition of the existing structure and for development of the said property. The Owners shall execute necessary Power of Attorney in favour of the Developers, however, all costs, charges and expenses shall be borne and paid by the Developers alone with the understanding that the Developers from time to time ensure to keep informed with the progress and the important happenings concerning the development unto the Owners or its authorized representative.



7. Upon execution of these presents, the Developers are handed over possession and granted permission to enter upon and remain over the said property so as to carry out survey etc. in respect of the said property as also to enable the Developers to demolish the existing structure and carry out construction/development activity on the said property. Upon execution of these presents, the Owners have removed themselves alongwith all their machineries, articles, furniture, fixture, etc. from the existing structure so as to enable the Developers to demolish the same.

8. Upon execution of these presents, the Developers shall be entitled to make sign and submit schemes, plans, proposals, applications, etc. to the concerned Development authorities including MCGM so as to apply for and obtain requisite approvals, permissions, I.O.D. Certificates etc. from all the concerned authorities including of MCGM for the purpose of development of the said property in respect of which all the costs and expenses incurred would be on their account.

9. It is expressly agreed by and between the parties that upon handing over the possession of plot with structure, the Developer shall not create any third party right / charge / mortgage / lien over the impugned property without the prior written consent of the Owners.

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10. It is expressly agreed that to the extent of receipt of 46% of the construed area, the Owners would be following Project Completion Method upon the land area which would, after the payment of Capital Gains Tax, be converted into stock-in-trade. And the tax would be offered at the end of the project being completed.

11. It is expressly agreed and understood that the Owners and the Developers shall be proportionately entitled to use, utilize, consume and exploit the benefit of TDR in all forms including garden, D.P. Road, slum, etc. so as to carry out additional development on the said property as a receiving plot. The consideration fixed under these presents has been determined and agreed upon on the basis that the Owners and the Developers are proportionately entitled to use the benefit of TDR in all forms minimum to the extent of the area of the property i.e. 46.54 or more than that for additional construction on the said property as receiving plot. The Owners and/or Developers will agree not to claim or demand any extra or additional consideration in any form whatsoever from each other. All further, additional and extra benefit whatsoever nature available on the said plot in future shall also belong to the Owners and the Developers proportionately to the extent of respective shares.



12. a. Upon acquiring the benefit of TDR, the Developers shall be entitled to submit the same alongwith all other requisite documents/ agreement etc. to the concerned Development Authority including MCGM alongwith utilization forms, to be signed and executed by them as also to make sign and submit all such documents, writings, applications, forms, for modifications, amendments etc. in the sanctioned plan so to obtain all such permissions, orders, approvals, sanctions, amendments, modification etc. for the purpose of use and utilization of such benefit of TDR for additional construction on the said property as the Developers may deem fit and proper.

12b. In the event of benefit of such TDR acquired by the Developers is in excess or extra than what is permitted to be used on the said property, the Developers shall be entitled to deal with to dispose off, transfer or assign such benefit of excess or additional/extra TDR in favour of any other person or persons on such terms and conditions as they may desire and enter into such agreement or agreements for transfer thereof in favour of the Intending Purchaser and ask for, demand, claim and appropriate to themselves the entire sale proceeds thereof. This is subject to and within the knowledge of the Owners whose consent is required to be obtained.

13. a. The Owners hereby represent that the said property is leasehold as recited and they are entitled to the unexpired residue period under the Indenture of Lease dated 1<sup>st</sup> August, 1972 and undertake that Developers and Owners jointly shall negotiate with the Anant Pandurang Pandit and all other persons claiming by, through, from or under trust for them so as to either acquire and purchase the reversionary right in

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respect of the said property by causing them to sign and execute and get registered Deed of Conveyance, Power of Attorney etc. so as to acquire reversionary ownership right or to obtain necessary confirmations, if need be, for the development of the said property and shall obtain other writings/Power of Attorney for renewal of the lease for a further period of 98 years and to confirm the right of the Developers to use, utilize, exploit and consume all the development potentiality and permissible FSI available in the said property by use of the Base Land FSI and the benefit of TDR by whatever name called and in all forms as may be permissible by the Concerned Authorities as per the present and future policy for such development. All costs, charges and expenses for the aforesaid purposes shall be borne and paid by the Developers and Owners in ratio of 50:50. The Developers shall comply with the above obligations within a reasonable period.

14.

The Owners hereby represent to the Developers that

- a) by virtue of and under an Indenture dated 29<sup>th</sup> April, 1980 they are absolutely seized and possessed of and/or well and sufficiently entitled to the said property together with the structure standing thereon;
- b) save and except the proceedings being B.C.C.C. S.C. No. 1216 of 2007 by Girish N. Ved against the Owners and the Others, which has already been disposed off by an Order dated 13<sup>th</sup> August 2007, there are no proceedings pending in any court of law or before any authority or authorities in respect of the said property and their right in respect thereof;
- c) they have not entered into any agreement or arrangement with any other person or persons nor executed any agreement, documents, writings or otherwise whereby or by reason whereof they have been prevented from dealing with their right in the said property under these presents;
- d) subject to what is stated hereinabove the said property is free from all encumbrances, claims and demands including claims by way of sale, transfer, mortgage, lease, tenancy, easement, possession, gift, exchange Joint Venture, Development or otherwise;
- e) they have not been served with any notice, order, writ of summons, decree, order of attachment before or after Judgment, whereby or by reason whereof they have been prevented or prohibited from entering into transaction with Purchaser in respect of the said property and/or premises under these presents;
- f) they have not received any notice, winding notice, order etc. from any authorities of Income-tax authorities of Government Semi-Government Public or local bodies including Municipal Corporation of Greater Mumbai, City Survey and Land Revenue Authorities, with regard to arrears and payment of



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any outgoing, taxes, charges, penalties etc. in respect of the said property.  
All statutory liability, Income Tax, Sales Tax etc. have been duly cleared.

- g) they have not received or served upon them any notice, order, circular or otherwise from the concerned authorities including Development Authorities, Municipal Corporation of Greater Mumbai with regard to any reservation or requisition of the said property or any part or portion thereof;
- h) there are no claim, demand or proceeding pending by or against ex. Employees, workers, staff, creditors or authority of Govt. Semi-Govt. Public or local bodies. There is no winding up proceeding pending against them.
- i) the said property is not subject matter of any reservation, acquisition or requisition including as regard to D.P. Road, Garden or otherwise;
- j) there are no other impediments on them and/or their right, title and interest in respect of the said property to sell, assign and transfer in favour of the said Developers;

15. a. The Owners hereby represent that they are not carrying out any manufacturing or other business activities from the existing factory premises since last many years and have discontinued the services of all their employees, workers, etc. There are no proceedings pending by any workers or employees before any authorities including labour authorities or Court of Law.

- 15b. The Owners shall take necessary steps including to make sign and submit applications, representations, etc. before the Concerned Authorities including Labour Commissioner, Concerned Department of Ministry of Government of Maharashtra and apply for and obtain all requisite permissions, approvals, NOC for closure of the factory and for development of the said property. The Owners shall apply for and obtain such permission within a reasonable period from the date of execution of these presents. All costs, charges and expenses shall be borne and paid by the Developers. To get all clearances, the Owners shall authorize the Developers to do all the needful.

16. Upon execution of these presents the Owners shall hand over to M/s. Pramod Kumar & Co., the Advocates for the Developers, all the Original Title Deeds and other documents in respect of the said property and the structure/building standing thereon with a copy to the M/s. PKP Legal Solutions, the legal firm represented by the Owners, to be kept in escrow till completion of the transaction and to enable them to investigate the title of the Owners to the said property in the presence of Owners or its representative. The Advocates M/s. Pramod Kumar & Co., are authorized to offer inspection to both the parties hereto and produce the same before the Concerned Authorities as may be required. This exercise could be taken as joint exercise by lawyers of both the parties.



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17. a. The Owners hereby authorize the Developers to investigate their title to the said property through their Advocate by causing public notices issued in the newspaper of their choice and taking searches from the Office of the Concerned Authorities which will be at the Developer's cost.
- 17b. In the event of any claim being received from or lodged by any person are being found, the Owners shall at their costs, charges and expenses remove the same and rectify the same and rectify such defects to the satisfaction of the Developers within a reasonable period on receipt of such claim. All costs, charges and expenses including of public notices and searches shall be borne and paid by the Owners.
18. The Owners hereby represent that they have borne, paid and discharged all the outgoing, taxes, maintenance charges, electricity charges, property tax, N.A. charges and other statutory levies payable in respect of the said property and the structure existing thereon and hereby agree and undertake to bear, pay and discharge the same till demolition of the existing structure.
19. The Owners hereby represent that they have borne, paid and discharged all the tax liabilities including Income-Tax Liabilities, service tax, TDS, Labour liabilities, etc. and there are no proceedings pending against them for recovery of any such dues or tax. The Owners shall bear, pay and discharge all such liabilities, if any, being found and payable in respect of the said property and the structure standing thereon or in respect of their business activities. Neither Development Agreement nor the Developers shall be liable to bear or pay the same.
20. The Developers shall be entitled to enter upon the said property so as to carry out and complete the work survey of the said property and obtain necessary Survey Report and other records from the Concerned City Survey and other authorities.
21. The Developers shall be entitled to appoint and engage in its own capacity the services of Architect, R.C.C. Consultant, Advocate, Solicitors in respect of various affairs of the Project including to apply for and obtain various permissions, orders, approvals, sanctions, certificates, etc. The Developers shall be entitled to sign and execute letter of authorities, appointment and fix their remuneration and other charges.
22. Upon obtaining requisite permissions, orders, approvals, sanctions, etc. from the Concerned Authorities of MCGM. The Developers shall through their Contractor or Contractors with or without material carry out and complete the development of the property by construction of buildings and other facilities, amenities, etc.
23. Upon completion of the project, after disposal of the premises and other benefits therein by the parties and coming to their respective share the parties hereto shall jointly take necessary steps for formation and registration of organization,



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association, society as may be permissible in law of the purchasers of premises. The Owners shall sign and execute all necessary vesting Assignment/transfer documents in favour of such organization or association within the time stipulated under the Concerned Statutes including MOFA with the understanding that the Owners will have access to these documents as per their needs from time to time.

24. All documents, agreements, letter of allotment, etc. for sale of premises to be executed by the parties hereto in respect of the premises coming to their respective shares as stated above, in favour of their respective intending purchasers, in respect of all the premises/units in the building/s, shall be prepared in consultation with and shall be approved by the Advocates/Solicitors of both the parties hereto and the same shall be separately signed and executed by the parties hereto in respect of their respective premises and parties the other benefits coming to their respective shares. If for any reason, any of parties hereto require authority of the other part, for sale or allotment of the premises parking space etc. coming to its share, the other party shall sign and execute the same or execute Power of Attorney to do so. The parties hereto shall be absolutely entitled to the entire consideration amount received/receivable by them under the said documents, agreements, etc., in respect of their respective constructed area, parking space, benefits etc.



25. The Developers hereby represent that one Mr. Nalekar, who is a mediator between the parties hereto for the transaction under these presents shall be allotted (1) one BHK Flat admeasuring approx 600 sq.ft. salable area free of costs in the building to be constructed on the said property by the Developers. The Developers shall provide the same from and out of the constructed area/premises coming to their share.
26. Each party shall be receiving their respective shares of the constructed area in the ratio of 46:54 between the Owners and Developers and consequently taxes to be borne by them as per the method of accounting followed respectively and profits earned by them will not be the subject matter of any appropriation.
27. As expressly agreed upon the Owners shall not, without written consent of the Developers, deal with, assign or transfer their right, title and interest under these presents in favour of any other person or persons which will be on the same footing will apply to the Developers as well.
28. The Developers shall be entitled to use or caused to be used and allowed outsider to use any portion of the wall, boundaries and other places of the property for the purpose of putting advertisement, the wired boardings, signboards, etc. The Developers shall be entitled to sign and execute all such further and other writings, documents, Contract Agreement, etc. This is subject to the written consent of the



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Owners and the net income after deducting all respective expenses if any, arising therefrom will be distributed between the parties in the respective 16:54 ratios.

29. The parties hereto have mutually agreed and understood that the Developers shall have a Site Office on the property and the Developers shall be entitled to depute their authorized representatives, Directors, to attend the said Office and look after the affairs of the development. As agreed upon, the Developers alone shall be entitled to engage and appoint the Clerk, administrative, marketing, accounting staff including Supervisor, security persons, accountants, managers, etc. on such terms and conditions and for such salary, compensation, etc. as they may desire which will be within the knowledge of the Owners. The Owners shall not interfere with day-to-day management, marketing and such other affairs of the Project provided and saved and except in the circumstances where the acts breaches the basic norms of mutual understanding. It may however be noted that the Owners will also have its site office made by the Developers at the said premises.
30. The Developers will be free to obtain finance from anywhere at their own instance to execute the project but it is expressly agreed that this particular land area as transferred by the Owners will not be subject to any lien / charge / mortgage / hypothecate in any form whatsoever while obtaining the said finance facility.
31. The Owners hereby confirms that the intending purchasers of premises in the building to be constructed on the said property shall be entitled to avail housing finance from their respective bankers or financial institutions and offer their right to acquire such premises by way of security for repayment of such finance and execute necessary documents, no consent in writing is required to be obtained from the Owners.
32. The Developers shall not be entitled to assign and transfer their right, title and interest or create a sub-right in favour of third party or their nominee or nominees under these presents and enter into such transaction including by way of Joint Venture, sub-development, assignment or otherwise on such terms and conditions as he may desire, subject however, to the terms of these presents though he is entitled to have the services of contractors or sub-contractors for the execution of its project.
33. In the event any of the parties hereto committing any willful or otherwise breach in respect of their respective obligations under these presents, the aggrieved party shall be entitled to seek specific performance of such obligations against the party having committed such breach. However, neither party shall be entitled to terminate or cancel the transaction under these presents till completion of the project and execution of vesting/transfer documents by the Owners in favour of the



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Organization/Association as may be formed and registered by the Purchaser of premises.

34. Subject to the Owners timely complying with their part of the obligation contained under these presents, the Developers will complete the construction of the building within a period of 36 months **with a further grace period of 6 months** from the date of completion of construction of plinth of the proposed building, Unless otherwise prevented, prohibited or obstructed by

a) any force majeure;

b) any order of injunction, prohibition or restrained by any Authority or court of

Law not attributed to the cause of Developers;

c) due to change in policy of Development Authorities;

d) due to any natural disaster like flood, epidemic disease fire etc.;

e) due to any act of omission or commission on the part of Owners or any person claiming by through form or under trust for them

35. In the event the Developers have willfully committed breach and/or negligence and not completed the substantial work of construction of the building then in such event

the Owners shall be entitled to claim liquidated damages of Rs. 10,00,000/- (Rupees Ten Lakhs Only) per month from the date of such claim being made in writing till the initial first year and after onwards Rs. 15,00,000 (fifteen lakh only) per month till virtual completion of the building.

36. It is however clarified that if the building is completed and Occupation Certificate is applied in respect of such building, the period during such application and grant of Occupation Certificate will not be considered as willful breach or intentional failure on the part of the Developers. It is further clarified that construction work of substantial nature means construction of slabs of the building less the top floor and the work of brick wall, flooring, internal & external plaster etc. being carried out on the lower floors upto twenty floor of the proposed building.

37. By their Resolutions passed in the respective meeting of Board of Directors each of the parties hereto have approved the draft of these presents and other documents and authorize the signatories hereto to sign and execute the documents. Photocopy of such Resolutions are annexed hereto are marked as ANNEXURES “\_\_\_” and “\_\_\_” respectively.

38. Each party shall bear and pay fees of their respective Advocates and other consultants.

39. In the event of any dispute or differences between the parties hereto or any other person claiming by through from or under trust for them as regards implementation, interpretation, construction or meaning of any of the clauses under these presents,



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and/or as regards performance, fulfillment, compliance and non fulfillment of any of the obligations, covenants, undertakings, terms and conditions contained under these presents and/or as regards right, title and interest claim or demand of any of the parties under these presents or that nominee or nominees, during the subsistence or validity of these presents or even thereafter, the same shall be referred to the Arbitration of Two Arbitrators to be named by each of the parties hereto or their nominee or nominees with an authority to appoint Third Arbitrator or umpire as may be required under the concerned Statutes and the decision/award of such arbitrators shall be final and binding. The Arbitrators shall have full power, absolute authority and entitled to decide such disputes summarily without taking evidence. Such Arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The venue of such Arbitration shall be at Mumbai.

40. The Permanent Account Number of the parties hereto are as follows:

Owners.

Venus Tiles and Marbles Manufacturing Pvt. Ltd.

Developers.

Shreeji Realities Pvt. Ltd.

AAGCS 3762E

IN WITNESS WHEREOF, the parties hereto hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.



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30889  
THE SCHEDULE ABOVE REFERRED TO:

ALL THAT leasehold piece and parcel of land or ground/plot admeasuring about 4000 sq. yards equivalent to 3344.50 sq.mtrs. or thereabout forming part of Survey No. 250, C.T.S. No. 18C of Revenue Village Mulund, Taluka Kurla, in the Registration District of Mumbai Suburban District.

THE COMMON SEAL of the )  
within named "OWNERS" )  
VENUS TILES AND MARBLES )  
MANUFACTURING PVT. LTD. )  
Co. )  
has been affixed hereto pursuant to a )  
Resolution passed in the meeting of its )  
Board of Directors held on \_\_\_\_\_ )  
in the presence of one of its Directors )  
SHRI. Kishor Vishwans Bachani )  
who has appended his hands hereunto )  
in the presence of ... )



Director

For Venus Tiles & Marbles Mfg. Co. Pvt. Ltd.  
*U. Venables*

THE COMMON SEAL of the )  
within named "DEVELOPERS" )  
SHREEJI REALTIES PVT. LTD. )  
has been affixed hereto pursuant to a )  
Resolution passed in the meeting of its )  
Board of Directors held on \_\_\_\_\_ )  
in the presence of one of its Directors )  
SHRI. SANJAY SAMPATKUMAR JAIN )  
who has appended his hands hereunto )  
in the presence of ... )



For SHREEJI REALTIES PVT. LTD.  
*Sampatkumar*  
DIRECTOR



*U. Ven*



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Original sent to Kistorella  
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सलाही.

03 T-2844(7) S N

## मालमत्ता पत्रक

मुलुंड (पश्चिम)	तालुका/न.भु.मा.का. -- न.भु.अ. मुलुंड	जिल्हा -- मुंबई उपनगर जिल्हा
जट नंबर	प्लॉट नंबर	क्षेत्र
		चौ.मी.
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बि.शे.सारा रु. ७४/-  
प्रत्येक १०० चौ.मी. ला!  
औद्योगिक कारणास्तव  
दि. १७.८१ ते ३१.७.९१ अखेर.

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स्व.सु.  
आदेश क्र. मो.र.नं.  
६६८, ६६९/९०  
मुलुंड (प) दि. २१.७.९०  
दि. २१.७.९०

स्व.सु.  
आदेश क्र. मो.र.नं.  
६६८, ६६९/९०  
मुलुंड (प) दि. २१.७.९०  
७.२२ प्रमाणे  
असर्गमेट डीड  
प्रमाणे

व्यवहार

खंड क्रमांक

नविन धारक (धा)  
पट्टेदार (प) किंवा माझे (मा)

मा. अप्पर जिल्हाधिकारी मुं.उ.  
जिल्हा यांचेकडील आदेश क्र. सा.  
कार्या ७/ एकत्रीकरण/ पो.वि.एस.  
आर. -२१४ दि. २४.४.१९९०  
अन्वये नविन स्वतंत्र मिळकत  
पत्रिका उघडून न.भु.क्र. १८क  
आणि क्षेत्र ३३४४.४ चौ.मी. दाखल  
केले.

मा. उपविभागीय अधिकारी मुं.उ.  
जिल्हा यांचेकडील आदेश क्र.  
डी.एल.एन/ एल.एन.डी/ बी -  
५१६२ दि. ३०.३.१९८२ अन्वये  
विनशेती साऱ्याची नोंद घेउन  
सत्ता प्रकार सी दाखल केला आणि  
खालील प्रमाणे नावे दाखल केली.  
(H)  
श्री. अनंत पांडुरंग पंडीत.  
(L)  
मेसर्स वेणुज टाईल्स अँड मार्बल  
मॅन्युफेक्चरींग कंपनी प्रा.लि.

महाराष्ट्र शासन महसूल व वनविभागा परिपत्रक क्र.एफ.  
एल.डी. /१०० /सी.आर.२४३ /फ-३ दि.१६/२२/०४ व  
गम-३०/२००४/प्र.क्र.२००/न-६ दि. १४/७/०५ नुसार  
महाराष्ट्र खाजगी वने अधिनियमाचे तरतुदीस अधिन  
राहुन इतर हक्कात नोंद केली.  
इतर हक्क  
महाराष्ट्र खाजगी वने  
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न.भु.अ.  
मुलुंडफेरफार क्र.७७३ प्रमाणे  
सही -  
२५/०५/२००६  
न.भु.अ.मुलुंड



## मालमत्ता पत्रक

विभाग/मोजे -- मुलुंड (पश्चिम)

तालुका/न.भू.मा.का. -- न.भू.अ. मुलुंड

जिल्हा -- मुंबई उपनगर जिल्हा

गाव भूभाग जगट नंबर प्लॉट नंबर

क्षेत्र चौ.मी.

धारणाधिकार

शामनाला इल्ल्या आकारणाचा किना भाडूक तपशील आणि त्याच्या फेर तपसणीची नियत

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दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्करण
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<p>२०१४ मी. जलतीधिकारी मुंबई उपनगर जिल्हा यांचेकडील क्षेत्र आर. - २१५७ दि. १२/१२/०५ नुसार सरदर मिळवलीचे ३३४४.४ चौ.मी. क्षेत्र कमी करून तुलसीचे ३२३६.६ चौ.मी. क्षेत्र दाखल करून क्षेत्र तुलसी केली.</p>				

लपारमणी करपात

खोले नक्कल -

न.भू.अ. मुलुंड  
मुंबई उपनगर जिल्हा



अर्ज क्रमांक २३५४  
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नक्कल तयार दिनांक २४/१०  
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नक्कल तयार दिनांक २४/१०  
नक्कल दिनांक २०/१/१२  
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## वृहन्मुंबई महानगरपालिका

कर निर्धारण व कर संग्रहण खाती  
मालमत्ता कराचे देयक तथा पावती  
अविधान केल्यावर ही पावती मिळेल

अधिनमाचा दिनांक	वर्षाचा विभागाने भरले	नोटीस शुल्क	जखी खर्च
7 JUN 2003			
106474			

लेखा क्रमांक	मालमत्ता करवर्ष	कालखंड	तारीख	या तारखेला पूर्वीची थकवा	धोबी दंडाची रक्कम	चांगु वर्षाचा दंड
T -04-1359-02-1	2003-2004	200310	01/04/2003	31/03/2003	म.न.पा.	0
				2626	राज्य शासन	0

मालमत्ता क्रमांक

मार्ग क्रमांक, मार्गाचे नाव, मालमत्तेचे वर्णन

करदात्याची नावे

T-2844(7) S NO 250PT PLOT NO 4PT BALRAJESHWARI ROAD MU LUND W C T S NO  
18PT PLOT OF LAND  
RBLE MFG CO PVT LTD

SHRI SANTOKSINGH UPPAL OCCU M/S VENUS TILES & MA

दिनांक पासून पर्यंत	एकूण करपात्र मूल्य	करपाती दिलेले मूल्य	निवासी करपात्र मूल्य	अ-निवासी करपात्र मूल्य
01/04/2003-30/09/2003	3925	0	0	3925

महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर	महानगर पालिकेचे कर
सर्व साधारण कर दर / रक्कम रु. 30.00% 589	पाणी पट्टी दर / रक्कम रु. 0	जल लाभ कर दर / रक्कम रु. 0	मलनिःसारण कर दर / रक्कम रु. 0	मलनिःसारण लाभ कर दर / रक्कम रु. 0	म.न.पा. शिक्षण उपकर दर / रक्कम रु. 12.00% 236	राज्य शिक्षण उपकर दर / रक्कम रु. 0	राज्य शासनाचे कर दर / रक्कम रु. 3% 59	वृक्ष उपकर दर / रक्कम रु. 0.50% 10	पथ कर दर / रक्कम रु. 15% 294
		25%NR 491		15.00%NR 294		12%NR 236			

\* थकवाकागध्ये चुक-भूल असल्यास त्या बाबत संबंधित विभागीय सहाय्यक करनिर्धारक व कर संकलकांना लिहावे, करग्या व दंडाच्या थकवाकीचा तपशील करनिर्धारण खात्याच्या संबंधित विभाग कार्यालयात उपलब्ध आहे.

प्रथम करनिर्धारण दिनांक	एकूण रक्कम रु.	या कालखंडासाठी भरलेली रक्कम	देयक रक्कम
01/04/1980	2209		2209

अ. सवलती मुळे ७/१० आकारणी, व. सवलतीमुळे ८/१० आकारणी, क. करप्रतिग्राहामुळे ४/५ आकारणी याच कालखंडासाठी पूर्वीची देयके रद्द समजण्यात यावीत. सूचनेसाठी कृपया मागे पडावे.

न निवासी करपात्र मूल्यावर NR अनिवारी करपात्र मूल्यावर या पावतीत थकवाकी अंतर्भूत नाही. थकवाकीसाठी वेगळी पावती घ्यावी.



## वृहन्मुंबई महानगरपालिका

मालमत्ता कराचे देयक

T 041359021 01/04/2003-30/09/2003 T-2844(7) S N  
(शालिवाहना वंश)

VENUS TILES AND MARBLE  
NEAR GANESH  
NEAR GANESH FLOUR MILLS  
BALRAJESHWARI RD  
MULUND (W)  
MUMBAI 400080

अधिनमाचा दिनांक	विभागाने भरले
PR	

देयक क्रमांक	देयकाची रक्कम
T -04-1359-02-1	200310
106474	2209

T WARD, LALA DEVIDAYAL RD  
MULUND(W) MUMBAI 400080.

TRUE COPY  
F.A. Patel  
MRS. FALGUNI ABHAY PATEL  
M.COM. LL.B.  
ADVOCATE  
The Bar Council of Gujarat,  
Enrolment No. G/723/2008  
Office No. G/723/2008  
Office No. 3, Ground Floor,  
Sumangal Apartment, "A" Wing,  
Vindavan Chawl, Vailabhai Road,  
Vile Parle (W), Mumbai-400 056.

3299	24
------	----



ग्रहन्मुंबई महानगरपालिका  
का निर्धारण व कर संकलन खाते  
पालमत्ता कराचे देयक तथा पावती  
अधिकार कंत्राटकार ही पावती मिळेल

अधिकारनामा दिनांक	कोणत्या विभागात भरले	नॉटिस शुल्क	जप्ती राब
27 JUN 2003	X	0	

देयक क्रमांक  
106478

ग्रहन्मुंबई महानगरपालिका  
पालमत्ता कराचे देयक

लेखा क्रमांक	पालमत्ता कायदा	कालखंड	तारीख	या तारखेला पूर्वी थकवाकी	म.न.पा.	नियुक्ती ठरली रकम	चालू वर्षाचा रकम
T -04-1359-08-0	2003-2004	200310	01/04/2003	31/03/2003	9023	0	0

पालमत्ता कराचा मार्ग कंत्राट, पाणीचे नाव, पालमत्ताचे वपन  
करदात्याची नावे  
T 2844 (7A) S NO 250 PT PLOT NO 48T BAL RAJESHWARR ROAD MULUND WEST LU  
C SHRI SANTOKSINGH UPPAL OCCU M/S VENUS TILES AND  
MARBLEMFG CO PVT LTD

T 041359080 01/04/2003-30/09/2003 T 2844 (7A) S  
(2पाल शहरला वेळ)

M/S VENUS TILES AND MARBLE  
MFG CO PVT LTD  
BAL RAJESHWARR ROAD  
MULUND (WEST) MUMBAI 80

दिनांक पासून पर्यंत	एकूण करपात्र मूल्य	कपाती दिलेले मूल्य	निवासी करपात्र मूल्य	अ-निवासी करपात्र मूल्य
01/04/2003-30/09/2003	9100	0	0	9100

महानगर पालिकेचे कर					राज्य शासनाचे कर		महानगर पालिकेचे कर		
सर्व साधारण कर	पाणी पट्टी	जल लाभ कर	मलनिःसारण कर	मलनिःसारण लाभ	म.न.पा. शिक्षण उपकर	राज्य शिक्षण उपकर	गेज्यार हमी उपकर	धुश उपकर	पथ कर
रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.	रु. / रकम रु.
30.00%	0	0	0	0	12.00%	0	3%	0.50%	15%
1365	0	0	0	0	546	0	137	23	683
	0	25%NR	78%NR	15.00%NR		12%NR			
		1138	3549	683		546			

\* थकवाकीमध्ये चुक-भूल असल्यास त्या वाबत संबंधित विभागीय सहाय्यक करनिर्धारक व कर संकलनाला लिहावे, कराच्या व दंडाच्या थकवाकीचा तपशील करनिर्धारण खात्याच्या संबंधित विभाग कार्यालयात उपलब्ध आहे.

प्रथम करनिर्धारण दिनांक	एकूण रकम रु.	या कालखंडासाठी धरलेली रकम	देयक रकम
01/01/1994	8670		8670

अ. सवलती मुळे ७/१० आकारणी, व. सवलतीमुळे ८/१० आकारणी, क. करप्रतिगहामुळे ४/१० आकारणी याच कालखंडाची पूर्वीची देयके रद्द समजण्यात यावीत. सूचनेसाठी कृपया मागे पहावे. { R निवासी करपात्र मूल्यावर NR अनिवारी करपात्र मूल्यावर या पावतीत थकवाकी अंतर्भूत नाही. थकवाकीसाठी वेगळी पावती घ्यावी }



अधिकारनामा दिनांक	विभागात भरले
PR	

देयक क्रमांक	थकवाकी रकम
106478	8670

T WARD, LALA DEVIDAYAL ROAD  
MULUND(W) MUMBAI 400080.

TRUE COPY  
F A Patel  
MRS. FALGUNI ABHAY PATEL  
M.COM, LL.B.  
ADVOCATE  
The Bar Council of Gujarat,  
Enrollment No. 0/23/2008  
Office No. 3 Ground Floor,  
Sumanagar Apartment, "A" Wing,  
Vandavan Chawl, Vallabhghai Road,  
Vile Parle (W), Mumbai-400 056.

3299	23
------	----

# Venus Tiles and Marbles Manufacturing Co. Pvt. Ltd.

PLP Compound, Balrajeshwar Road, Next to Ganesh Flour Mills,  
Mulund (W), Mumbai 400080

बर्कर-१९	
3244	26
२०३३	

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF VENUS TILES AND MARBLES MANUFACTURING CO. PVT. LTD., HELD ON 28<sup>th</sup> APRIL, 2011 AT 3.00 P.M. AT ITS REGISTERED OFFICE 2A, ELPHINSTON HOUSE, MARZBAN ROAD, MUMBAI, FORT 400001 WHICH HAS BEEN DULY RECORDED IN THE MINUTE BOOK OF THE SAID COMPANY.

**RESOLVED** that **Mr. Kishore Vishindas Bachani** one of director of Company is **authorized** to sign, execute & registered the Development Agreement, Power of Attorney and other relevant documents pertaining to property bearing Survey No. 250, C.T.S. No. 18 C of Revenue Village mulund, Tahuka Kurla, in the Registration district of Mumbai suburban district.

**"CERTIFIED TRUE COPY"**



**For VENUS TILES AND MARBLES MANUFACTURING CO. PVT. LTD.**

For Venus Tiles & Marbles Mfg. Co. Pvt. Ltd.

*[Signature]*  
Director

**DIRECTOR**



# Shreeji Realities Pvt. Ltd.

बदल-७

३२५५

२८

Saurabh, Chakala, Andheri Kurla Road, Andheri (E), Mumbai - 400 093.  
6698 2671/72/73, Fax : 6698 2673, E-mail : shreeji\_12@rediffmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING  
OF BOARD OF DIRECTORS OF SHREEJI REALITIES PVT. LTD., HELD ON  
28<sup>th</sup> APRIL, 2011 AT 3.00 P.M. AT ITS REGISTERED OFFICE 1<sup>ST</sup> SAURABH  
BUILDING, ANDHERI KURLA ROAD, ANDHERI (EAST), MUMBAI 400093  
WHICH HAS BEEN DULY RECORDED IN THE MINUTE BOOK OF THE SAID  
COMPANY.

RESOLVED that Mr. Sanjay Sampatkumar Jain one of director of Company is  
authorized to sign, execute & registered the Development Agreement, Power of Attorney  
and other relevant documents pertaining to property bearing Survey No. 250, C.T.S. No.  
18 C of Revenue Village mulund, Taluka Kurla, in the Registration district of Mumbai  
suburban district.

“CERTIFIED TRUE COPY”

For SHREEJI REALITIES PVT. LTD.

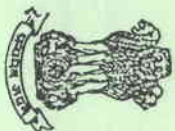
For SHREEJI REALITIES PVT. LTD.

DIRECTOR

DIRECTOR



बदर-१७	११
३२५५	२९
२०३३	



Form 1, N.



No: 13639 OF 1966-67

## Certificate of Incorporation

I hereby certify that Venus Tiles and Marble Manufacturing Company Private Limited is this day incorporated under the companies Act. 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at BOMBAY this FOUR-TEENTH day of DECEMBER ONE THOUSAND NINE HUNDRED and SIXTY SIX (24th AGRAH-AYANA 1888-Saka)



Sd/ S. M. Yousuf  
( S. M. Yousuf )  
Registrar of Companies  
Maharashtra, Bombay.



स्थायी कर का संख्या / PERMANENT ACCOUNT NUMBER  
AAGCS3762E



कंपनी का नाम / NAME  
SHREEJI REALITIES PRIVATE LIMITED

गठन/बनने की तिथि / DATE OF INCORPORATION/FORMATION  
23-10-2000

आयकर अधिकारी (कमप्यूटर, बंदरा)  
Commissioner of Income-tax (Computer, Bandra)

बंदर-19	
2254	30
2088	



आयकर देणेसाठी / दिले जावे या कृपया जाणी करावे वारले  
संस्थेच्या को संपादन / वापस करावे  
आयकर अधिकारी (कमप्यूटर, बंदरा),  
टी-22, इन्व्हेस्टा प्रवाह,  
कंप्यूटर वापरतेस,  
मुंबई - 400 051.  
बंदर-19, कृपया, kindly inform/return to  
the income authority :  
Commissioner of Income-tax (Computer) Operations,  
T-22, Investor's Hub, Computer, Bandra,  
Mumbai - 400 051.

## FORM NO.60

(See third Proviso to rule 114 B)

Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of

transaction specified in Clauses (a) to (h) of rule 114 B

वर्ष-19	
3294	39

1 Full Name and address of the declarant/s

VENUS TILES AND MARBLES  
MFG. CO. PVT. LTD  
PLP Compound, Bal Rajeshwar  
Road, Malund (West), New-80

2 Particulars of transaction

3 Amount of transaction

4 Are you assessed to tax?

Yes/No

5 If yes,

i) Details of ward/Circle/Range where the last return of Income was filed.

ii) Reasons for not having permanent account number /General Index Register Number?

6 Details of the document being produced in support of address in column(1)



## VERIFICATION

I We

do hereby declare that what is stated is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Signature of the declarant

Place : Bhivandli Thane/Mumbai

Date : 30th Apr/2004.



उपकर विमान



भारत सरकार  
GOVT. OF INDIA

बखर-७	
३२५५	३२
२०१३	

उपकर विमान  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

KISHOR BACHANI  
VISHINDAS BACHANI  
06/01/1947  
Permanent Account Number:  
AAAPB9975F



Signature

*Vishindas Bachani*



*In case this card is lost / found, kindly inform / return to:*  
Income Tax PAN Services Unit, UTISL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/सौंपें :  
भारतका रक सेवा यूनिट, UTISL  
प्लॉट नं. ३, सेक्टर ११, सी.बी.डी. बेलपुर,  
नवी मुंबई-४०० ६१४.


उपकर विभाग  
METRIC DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

बदर-७	
३२५५	३३
२०११	

282933



Signature of Thumb-impression

For use in

FORM 6  
Regional Transport Office  
Main Office

Driving Licence No. 282933

Date of issue 08-07-66

Name of the Licence Holder  
Kishore V. Bachmani

Son/wife/daughter of  
Nishure

*Kishore V. Bachmani*





जायकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

SALARY SAMPATKUMAR JAIN  
SMPAT KUMAR JAIN

1967  
Account Number:  
ACLPJ0039D



*Sampat*

बंदर-७	
3294	38
३०३३	



*In case this card is lost / found, kindly inform / return to :*  
Tax PAN Services Unit, UTITSL,  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.  
या कार्ड के खोने/पाने पर कृपया सूचित करें/सौंपें :  
जानकर देन सेवा एजेंसी, यू टी एस लि.,  
प्लॉट नं. ३, सेक्टर ११, सीडी बी बेलपुर,  
नवी मुंबई - ४०० ६१४

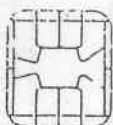


THE UNION OF INDIA  
MAHARASHTRA STATE MOTOR DRIVING LICENCE  
DL NO. MH02 20100119816  
Valid till : 09-06-2013 (TR)

DOI : 10-06-2010

AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA

COV DOI  
LMV-TR 10-06-2010



DOB : 10-12-1959 BG :

Name JITENDRA  
S/O of HARJIVAN PATEL  
Add. SUMANGAL APTS, FLAT NO-3/A, GR FLR,  
VALLABHAI RD, VILE PARLE (W), MUMBAI,  
MUMBAI  
PIN : 40005  
Signature & ID of  
Issuing Authority: MH02 20100311

Signature/Thumb  
Impression of Holder



FORM 7  
RULE 16 (4)

बंदर-19	
3299	39
2011	

आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVT. OF INDIA

KALPESH DAGDU GOLE

DAGDU HARI GOLE

23/07/1985

Permanent Account Number  
AKYPG1990K

Signature



12032010

आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVT. OF INDIA

RAJKUMAR RADHESHYAM TIWARI

RADHESHYAM GAYAPRASAD TIWARI

05/06/1982

Permanent Account Number  
AJDPT1521B

Signature



18072009



REGISTRATION NO. 70001 21 2011 11000



दस्त गोषवारा भाग-1

वदर7

दस्त क्र 3255/2011

341

दुय्यम निबंधकः  
कुर्ला 2 (विकोली)

क्रमांक : 3255/2011

प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

पक्षकाराच्या प्रकार

छायाचित्र

अंगठ्याचा ठसा

पक्षकाराचे नाव व पत्ता

लिहून घेणार

वय 44

सही

पक्षकाराचे नाव व पत्ता



*Signature*

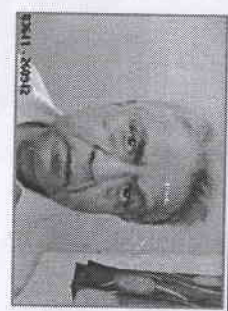
पक्षकाराचे नाव व पत्ता

लिहून देणार

वय 64

सही

पक्षकाराचे नाव व पत्ता



*Signature*



दस्त गोषवारा भाग - 2

वदर7
दस्त क्रमांक (3255/2011)
30130

दस्त क्र. [वदर7-3255-2011] चा गोषवारा  
बाजार मुल्य :67257000 मोबदला 0 भरलेले मुद्रांक शुल्क : 3363000

पावती क्र.:3315 दिनांक:30/04/2011  
पावतीचे वर्णन  
नांव: श्रीजी रिअल्टर्स प्रा लि तर्फे संचालक संजय  
संपतकुमार जैन . -

दस्त हजार केल्याचा दिनांक :30/04/2011 04:32 PM  
निष्पादनाचा दिनांक : 15/10/2010  
दस्त हजार करणा-याची सही :

30000 :नोंदणी फी  
740 :नक्कल (अ. 11(1)), पुष्टांकनाची नक्कल  
(आ. 11(2)),  
रजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी  
195000 :दंड कलम 25

दस्तावा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख  
शिवका क्र. 1 ची वेळ : (सादरीकरण) 30/04/2011 04:32 PM  
शिवका क्र. 2 ची वेळ : (फी) 30/04/2011 04:39 PM  
शिवका क्र. 3 ची वेळ : (कबुली) 30/04/2011 04:39 PM  
शिवका क्र. 4 ची वेळ : (ओळख) 30/04/2011 04:39 PM

225740: एकूण  
सं. श्री. देशमुख  
दु. निबंधकाची सही, कुर्ला 2 (विक्रोळी)

ओळख :  
खातील इसम असे निवेदीत करतात की, ते दस्तावेज करून देण-याना व्यक्तीस: ओळखतात,  
व त्यांची ओळख पटवितात.

1) जितेंद्र हर्जीवन पटेल - , घर/प्लॉट नं. -  
गल्ली/रस्ता: 3 ए, सुभांगल अपार्ट, व्ही पी रोड, विलेपार्ले प मुं56

ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -

शहर/गाव:-  
तालुका:-  
पिन: -

2) कल्पेश दगडु गोळे - , घर/प्लॉट नं: -  
गल्ली/रस्ता: वरीलप्रमाणे

ईमारतीचे नाव:

ईमारत नं: -  
पेट/वसाहत: -

शहर/गाव:-  
तालुका:-  
पिन: -



सं. श्री. देशमुख  
दु. निबंधकाची सही  
कुर्ला 2 (विक्रोळी)



प्रमाणित करण्यात येते की या दस्तावेज्ये  
एकूण:संक्षेपितस/उपयाने आहेत  
वदर-७/ 3255 / 2011  
पुस्तक क्रमांक 3 क्रमांकवार  
नोंदला 30/04/2011  
दिनांक  
सं. श्री. देशमुख  
सह दुय्यम निबंधक कुर्ला - 2  
मुंबई उपनगर निलका





दस्ताक्रमांक व वर्ष: 3255/2011

Saturday, April 30, 2011

5:00:11 PM

दुय्यम निबंधक: कुर्ला 2 (विक्रोळी)

नोरणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : मुलुंड

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 0.00  
बा.भा. रु. 67,257,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सर्वे क्र.: 250 सिएएस क्र.: 18/क वर्णन: मौजे मुलुंड प जमिन व बांधकाम, क्षेत्र 4000 चौ. गज स्तूपजेच 3344.50 चौ मी सर्वे नं 250, सि टीएस नं 18 क, SDE/NEW/23/10 दि 04/02/11 मु शु रु 3362500/- दंड रु 269028/-  
(1)3344.50 चौ मी

(3)क्षेत्रकळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या

पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून घेण्या-या

पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(7) दिनांक

करून दिल्याचा 15/10/2010

(8)

नोंदणीचा 30/04/2011

(9) अनुक्रमांक, खंड व पृष्ठ

3255 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु 3362850.00

(11) बाजारभावाप्रमाणे नोंदणी

रु 300000.00

(12) शेरा



सह दुय्यम निबंधक कुर्ला - 2  
शुंभई उपनगर जिल्हा

\*\*\*\*\*  
DATED THIS 15 DAY OF October 2010  
\*\*\*\*\*

VENUS TILES AND MARBLES  
MANUFACTURING <sup>Co.</sup> PVT. LTD. ..OWNERS  
AND  
SHREET REALITIES PVT. LTD.  
..DEVELOPERS.

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