b) The said **Mr. PANDURANG NARAYAN PATIL** expired on 3rd November, 1978 intestate leaving behind him his wife **Smt. KASHIBAI PANDURANG PATIL**, his sons **(1) Mr. TULSIRAM PANDURANG PATIL** and **(2) MR. SHANTARAM PANDURANG PATIL** and a daughter **(3) SMT. JAYASHREE RAVINDRA BHOIR** as his only heirs and legal representatives.

c) The said **Smt. KASHIBAI PANDURANG PATIL** expired intestate leaving behind her the said sons **(1) MR. TULSIRAM PANDURANG PATIL AND (2) MR. SHANTARAM PANDURANG PATIL** and said daughter **(3) SMT. JAYASHREE RAVINDRA BHOIR i.e. VENDOR No. (3)** herein as her only heirs and legal representatives.

d) The said **MR. TULSIRAM PANDURANG PATIL** expired intestate leaving behind him his first wife **SMT. BHARATI TULSIRAM PATIL and a son from the said first wife MR. MANOJ TULSIRAM PATIL (hereinafter referred to as the Co-owners No. (1) and (2)** and his second wife **MRS. INDUMATI TULSIRAM PATIL, VENDOR No. (1)** herein and a son from the second wife **MR. HEMPRAKASH TULSIRAM PATIL, VENDOR No. (2)** herein as his only heirs and legal representatives.

e) The said **MR. SHANTARAM PANDURANG PATIL** has expired intestate leaving behind him his wife **SMT. KALPANA SHANTARAM PATIL, VENDOR No.(4)** herein as his only heir and legal representatives.

f) The said **MR. JANARDHAN NARAYAN PATIL** also expired on 21st January, 1979 intestate leaving behind him **(1) SMT. KUNTIBAI JANARDAN PATIL (2) MR. BHANUDAS JANARDAN PATIL (3) SMT. MANDABAI SITARAM PATIL (4) SMT. CHANDRA GANPAT RAUT (5) SMT. KAMINI RAVINDRA KELUSKAR (6) SMT. VIMLA ARUN PATIL and (7) SMT. BHARTI RAMAKANT GHARAT, VENDOR No.5, 6, 7, 8, 9, 10 and 11** respectively herein as his only heirs and legal representatives.

g) In the circumstances, now the Vendors herein along with the said Co-Owner No. 1 and 2 are seized and possessed as Occupiers 183 tenants occupying the said land admeasuring 5[illegible] square meters or thereabouts bearing **Survey No.151, Hissa No.2, corresponding to CTS No.3615 of Village Dahisar, Taluka : Borivali District Mumbai Suburban.** The list of the tenants is annexed hereto as Annexure

The VENDORS herein are entitled to the undivided **3/4th** share in the said land more particularly described in the Second Schedule hereunder written (hereinafter refer to as **the said undivided 3/4th share** in the said land) and the Co-owners No.1 & 2 are entitled to the balance undivided **1/4th** share in the said land.

SUB REGISTRAR BORIVALI-4 ... (BANDRA) ... THE SEAL OF THE SUB REGISTRAR BORIVALI ... MUMBAI SUBURBAN DIST. ... 1022 3 2000

i) The said land is occupied by various tenanted structures, the list of the said occupants are annexed to this deed.

j) The said land is situated in R-Ward of MCGM and is affected by Public Housing / High Density Housing and by D. P. Road and is situated in Residential Zone.

k) By an Agreement for Sale dated 20th December, 2007 made and executed between the VENDORS herein, therein also called the VENDORS of the One Part and the Confirming Parties herein, therein call the PURCHASERS of the Other Part, the VENDOR's herein have inter-alia agreed to sell, transfer and assign all their undivided share, right, title interest in the said land on "as is where is basis" and the Confirming Parties herein who in turn have agreed to sell assign and transfer their rights under the said agreement dated 20 Dec.2007 to and in favour of the Purchasers herein, who have agreed to purchase and acquire the same from the VENDORS at or for the consideration therein mentioned and on other terms and conditions memioned in the said Agreement for Sale. The parties hereto hereby confirm and declare that pursuant to the said Agreement for Sale the consideration due and payable by the Confirming Parties to the VENDORS calculated at the rate of Rs.100/- per sq.ft. (Rupees One Hundred per square feet only) which works out to **Rs.42,86,945.25 (Rs. Forty Two Lacs Eighty Six Thousand Nine Hundred Forty Five and Twenty Five Paise Only)** of the entire plot. It is explicitly made clear by the Vendors as well as First Confirming Parties that they shall execute all writings, deeds, and documents with regard to conveying the title of the said property to and in favour of the Purchasers and that the Party of the Third Part who having received the full consideration / sale price of the said property, shall in turn, settle the due at the agreed rate of Rs.100/- per sq.ft. to the Party of the First Part, and at the rate of Rs.151/-per sq.ft. to the Party of the Second Part, of course, against the total admeasuring area of **57,159** equivalent to **5312.2** sq.metres which works out to **Rs. 64,73,287.3[illegible] (Rupees Sixty Four Lacs Seventy Three Thousand Two Hundred Eight[illegible]ven and Thirty Two Paise Only)** and [illegible] the Party of the Third Part undertakes full responsibility of payment of consideration as agreed hereunder to the Parties of the First and Second Part.

The VENDORS and the Confirming Parties have at the request of the PURCHASERS agreed to transfer assign and sell their right, title, claim and interest of **undivided 3/4th share** in the said land and the PURCHASERS have agreed to acquire and procure the same free from all encumbrances but subject to the rights of the Co-owners No.1 and 2 and the existing tenants occupying the said property at or for the total consideration of **Rs 3,21,94,958.82 (Rs. Three Corers Twenety One Lacs Ninety Four Thousand Nine Hundred Fifty Eight**

and Eighty two paise Only) lacs and on the terms and conditions hereinafter appearing.

m) The Party of the Fourth Part i.e. the Purchaser is willing and interested to re-develop the abovesaid property as per the provision rules and regulations of loval planning authority and accordingly Party of the First Part, Second Part and Third Part have agreed to extend their full support and co-operation for redevelopment of the said property as and when required from time to time and at all times hereafter.

n) Simultaneously on the execution of these presents the VENDORS have executed separate irrecoverable Power of Attorney in favour of the PURCHASERS or its nominee or nominees or partner or partners authorizing to the PURCHASERS to represent before the State of Maharashtra Competent Authority, appointed under the ULC, MCGM, Town Planning, MMRDA, CTS Office, Talathi Office, Tahsildar Office, and all other public or private body or authority in respect of "the said land" more particularly described in the First Schedule of the property written hereunder.

o) The VENDORS have applied and have submitted Indemnity Bond to the office of the Collector for Mumbai Suburban for bringing the name on record as owner of "said land".

p) The VENDORS herein are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to all that piece or parcel of non agricultural land or ground hereditaments and premises together with 183 tenanted structures standing thereon situate, lying and being **Revenue Village : Dahisar, Taluka : Borivali** at in the Registration District and Sub-District of **Mumbai admeasuring 5312.2 square meters or thereabouts bearing Survey No.151, Hissa No.2 corresponding** (hereinafter referred to as the "said **land** ").

The Revenue Record namely the 7/12 Extract and the Mutation Entries duly certified by the Revenue Authorities for the relevant time and period in the name of "**VENDORS**" of "the said land" showing them as Kabjedar, is annexed hereto and marked as "Annexure "B" collectively" are the Xerox copies of the 7/12 extract and mutation entries for the relevant time and period.

q) The extract of the Property Card / Ruled Card in respect of "the said land" shows the tenure of "the said land" as the "Agricultural Land" and copy whereof is annexed hereto and marked as "Annexure "C".

The party of the **SECOND PART** have negotiated and published the Public Notice in the leading Newspapers i.e. 17/01/2008 dated ..... and **Navshakti** dated ..... for inviting any objection for sale, transfer, and assign and convey the above said land by Party of the **FIRST PART** to and in favour of the party of

the FOURTH PART but till the execution of this conveyance no objection has been received by the advocate for party of the FOURTH PART it has been agreed that on the VENDOR'S representation that **their / his** title as set out herein above is clear and marketable, free of all encumbrances, the VENDORS have agreed to sell, transfer, assign and convey **"the said land"** and the PURCHASERS have agreed to acquire and purchase the same on **"AS IS WHERE IS BASIS".**

t) **"The said land"** is the free-hold property and the name of the said deceased appears in the Revenue property records in respect of **"the said Land".**

u) That "the said land" is not affected by any reservation as per the Development Plan.

v) The title of the VENDORS in respect of **"the said land"** is clear and marketable. **"The said land"** is not affected by any attachment either before or after judgment or any statutory reservation / confiscation, acquisition, requisition or any decree, order, judgment, injunction or other order / direction of any courts of law / tribunals / forum / authorities and / or officers functioning and / or constituted under any laws for time being in force or otherwise **"the said Land"**

w) That the VENDORS herein **have / has** as on date of these presents (Good and subsisting right-title at law, equity or otherwise) with full power and absolute authority to sell, transfer and convey **"the said land"** in favour of the PURCHASERS without being debarred restrained or otherwise disqualified or rendered dis-entitled by any events or any act, deed, matter of thing whatsoever or any decree / order / judgment / notice / notification or award either of the nature of any statutory reservation / confiscation / forfeiture, acquisition / requisition by any Governments / courts of law / public tribunals / forum / authorities / and / or officers functioning and /or constituted under any laws which had been in force or in force whereby the VENDORS are prevented from selling and conferring "the said land" to the PURCHASERS in the manner contemplated by these presents:-

x) That the VENDORS [illegible] with **him/them** good right, full power and absolute authority to sell, transfer and convey "the said land" to the PURCHASERS without there being any pre-existing [illegible] including any notice / order / award / notifications etc.

That in the manner aforesaid the Party of the First Part, Second Part and Third Part **has/have** duly, fairly, truly, faithfully and completely disclosed all the material information and all acts, deeds, matters and things pertaining to **"the said land"** and every part thereof and that neither **he has / they have** concealed from and / or mis-represented anything to the PURCHASERS. But if any litigation would arise after the execution of these presents in that event, the Party of the Third Part herein shall be liable to settle all kinds of litigation at their own

cost within the period of four weeks from the date of the knowing / knowledge about the litigation and kind of objection of any person/s.

The Party of the Third Part i.e. M/s. BKC Homes Private Limited hereby confirms and declares that they have received the entire consideration amount of **Rs.3,21,94,958.82 (Rs. Three Corers Twenty One Lacs Ninety Four Thousand Nine Hundred Fifty Eight and Eighty Two paise Only)**@ Rs.750/- per square feet of the total area of the land admeasuring about **57,159.27**.Sq. Ft. out of which they shall be liable to pay to the Vendors herein i.e. The Party of the First Part an amount of **Rs.42,86,945.25- (Rs. Forty Two Lacs Eighty Six Thousand Nine Hundred Forty Five and Twenty Five Paise Only)** clalculated @ Rs.100/- square feet against their relinquishing their 3/4th share of the said land i.e. land admeasuring **67500** sq.ft. equivalent to **5312.2** sq.metres and likewise the Confirming Parties i.e. The Party of the Third Part shall be paid an amount calculated at @ Rs.131/- per square feet being an amount of **Rs. 64,73,287.32 (Rs. Sixty Four Lacs Seventy Three Thousand Two Hundred Eighty Seven and Thirty Two paise Only.)** paid on or before execution of this present deed of Conveyance to and in favour of Party of the Fourth Part. Accordingly remaining amount of **Rs.2,14,34,726.25 (Two Croroes Furteen Lacs Thirty Four Thousand Seven Hundred Twenty Six and Twenty Five paise Only)** ACS comes into the account of the The Second Confirming Party i.e. the Party of the Third Part calculated at the rate of Rs.500/- per square feet of the entire area of the plot. The Purchasers i.e. Party of the Fourth Part shall pay the entire consideration amount to and in favour of the Party of the Third Part only and Party of the Third Part shall be liable to settle the entire transaction with Party of the First Part and Second Part.

बदर-११/
2022
2009

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the amount of Rs.3,21,94,958.82 **(Rs. Three Corers Twenty One Lacs Ninety Four Thousand Nine Hundred Fifty Eight and Eighty Two paise Only)** being the full consideration due and payable to the VENDORS and the First & Second Confirming Parties herein i.e. the Parties of the First, Second and Third Part respectively as agreed to and more particularly mentioned hereinabove, the Party of the First Part hereby confirms having received a sum of **Rs.42,86,945.25 (Rs. Forty Two Lacs Eighty Six Thousand Nine Hundred Forty Five and Twenty Five Paise Only)** towards relinquishing the 3/4th undivided share of the said property and likewise, the Party of the Second Part has received a sum of **Rs. 64,73,287.32 (Rupees Sixty Four Lacs Seventy Three Thousand Two Hundred Eighty Seven and Thirty Two Paise Only)**

towards relinquishing their right title and interest in the said property to and in favour of the Parties of the Third/ Forth Part, and the Party of the Third Part i.e. Second Confirming Party hereby confirms having received a sum of Rs. 2,14,34,726.25 **(Rupees Two Crores Fourteen Lacs Thirty Four Thousand Seven Hundred Twenty Six and Twenty Five Paise Only.)** towards relinquishing their respective right title and interest in the said property) to and in favour of the Party of the Third and Fourth Parts, and on payment of the balance amounts received by the parties of the First, Second Part, on execution of these presents, the payment and receipt whereof the VENDORS do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do hereby forever acquit, release and discharge the CONFIRMING PARTIES and the PURCHASERS, they the VENDORS at the request of the CONFIRMING PARTIES do and each of them doth hereby sell, convey, transfer, assign, release and assure unto the PURCHASERS "the said undivided 3/4th share in the said tenanted piece or parcel of land or ground admeasuring about 5312.2 square meters or thereabouts bearing Survey No.151, Hissa No.2, CTS No.2615 of Village : Dahisar, Taluka : Borivali, Mumbai Suburban District in the registration District and sub-district of Mumbai City and Mumbai Suburban" more particularly described in the Second Schedule hereunder and shown on the Plan hereto annexed and thereon shown surrounded by red colour boundary line and in total consideration of a sum of RS **Rs 3,21,94,958.82 (Rs. Three Corers Twenty One Lacs Ninety Four Thousand Nine Hundred Fifty Eight and Eighty two paise Only)** being the full purchase price payable to the CONFIRMING PARTIES **i.e. Party of the Third Part (M/s. BKC Homes Private Limited)** by the PURCHASERS and paid to the CONFIRMING PARTIES **i.e. Party of the Third Part (M/s. BKC Homes Private Limited)** by the PURCHASERS (the payment and receipt of said sum of Rs.....(Rupees.....) of CONFIRMING PARTIES do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do hereby forever acquit, release and discharge the PURCHASERS), they THE CONFIRMING PARTIES do and each of them doth hereby sell, convey, transfer, assign, release and assure unto the PURCHASERS **"the said undivided 3/4th share in that piece or parcel of land" hereunder written** with the sitting tenants / occupants as per the list thereof hereto annexed with all their right, title, interest, claim and estate with possession of "the said Land" pursuant to the said Agreement for Sale dated 20th December, 2007 made and entered into between the VENDORS and the CONFIRMING PARTIES or otherwise TOGETHER WITH all the singular the court, yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, commons, gullies, wells, waters, water-courses, lights, liberties, privileges,

बदर-११/ 2022 2808

easements, profits, advantages, rights, members and appurtenances whatsoever to **"the said ½ th share in the said pieces or parcel Land or ground or hereditaments and premises"** or every part and portion thereof in any way belonging or anywise appertaining to or with the same and every part thereof now or at or any time heretofore usually held used, occupied, possessed or enjoyed or reputed or known as parts or member thereof and to belong to or be appurtenant thereto AND ALSO TOGETHER WITH all the evidences of title relating to the said pieces or parcels of land or ground hereditaments or any part thereof and all the right, title, interest, use, inheritance, claim, estate, property, possession, benefit, claim and demand whatsoever both at law and in equity or otherwise of the VENDORS in, to or upon **"the undivided 3/4th share right title and interest into out of or upon the said pieces or parcels of said Land or ground or hereditaments"** and every part thereof and TO HAVE AND TO HOLD the said pieces or parcels of land or ground or hereditaments and all and singular and other the said **"the said undivided 3/4th share of right, title and interest in the said land "** and every part or portion thereof, hereby granted, sold, conveyed, transferred, assigned, released and assured or intended so to be within their and every of their rights, members and appurtenances (which all are included in the term **"the said undivided 3/4th share right title and interest into out of or upon the said pieces or parcels of said Land or ground or hereditaments)** unto and to the use and benefit of the PURCHASERS forever SUBJECT TO the payment of proportionate share of all future taxes, rates, revenues, assessments, dues, duties, cess, costs, charges and expenses and / or outgoings now chargeable upon or hereafter to become payable to the Government, local or public bodies authorities, collector, his sub-ordinates, municipal corporation, Talati or otherwise etc. by whatever name or nomenclature are now chargeable upon the same or hereafter to become payable or chargeable in respect of **"the said undivided 3/4th share right title and interest into out of or upon the said pieces or parcels of said Land or ground or hereditaments Land"**. But VENDORS shall be liable to pay all taxes, rates, revenues, assessments, dues, duties, cess, costs, charges and expenses and or outgoings to the Government, local or public bodies authorities, collector, his sub-ordinates, municipal corporation, Talati or otherwise etc till the execution of this present deed.

And the VENDORS AND THE CONFIRMING PARTIES do and each of them doth hereby for himself / themselves, their respective heirs, executors, administrators and assigns and any other person claiming as heir of the said deceased covenant respectively with the PURCHASERS that:

Notwithstanding any act, deed, matter or thing whatsoever by the owner and the CONFIRMING PARTIES or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for him or them or any of them

made, done, committed, omitted or knowingly or willingly suffered to the contrary they the VENDORS and the CONFIRMING PARTIES respectively now has /have in himself /themselves good, valid and subsisting right, full power and absolute authority to grant, sell, convey, transfer, assign, release and assure **"the undivided 3/4th share right title and interest into out of or upon the said pieces or parcels of said Land or ground or hereditaments"** hereby so granted, conveyed, transferred and assured or intended so to be unto and to the use of the PURCHASERS in the manner aforesaid.

B) That it shall be lawful for the PURCHASERS from time to time and at all times hereafter to peaceably and quietly to hold, enter upon, use, occupy possess and enjoy along with but without prejudice to the similar rights of Co-owners No.1 and 2 "the said Land" hereby so conveyed, transferred and assured with their and every of their rights, members, appurtenances and to receive the proportionate share in the rents, issues and profits thereof and of every part thereof to and for PURCHASERS' own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the VENDORS and / or the CONFIRMING PARTIES or their/ his heirs, executors and administrators or any person claiming as heir of the said deceased or any person or persons lawfully or equitably claiming.

C) And the VENDORS and / or the CONFIRMING PARTIES do and each of them hereby agree, undertake and covenant to keep the PURCHASERS well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other rights, title, interest, estates, charges and encumbrances whatsoever either had, made, executed, occasioned or suffered by the VENDORS AND / OR THE CONFIRMING PARTIES or by any other person/s lawfully or equitably claiming or to claim by, from, under or in trust for him/ them or any of them and keep the PU[illegible] free, clear and absolutely released, discharged, acquitted [illegible] behalf.

बदर-११/ 1022/90

D) And further that the VENDORS AND THE CONFIRMING PARTIES and all persons having (lawfully or equitably) claiming any right, title, interest, claim, demand, estate, property and possession whatsoever at law, equity or otherwise in **"the said undivided 3/4th share right, title and interest in the said land"** hereby so granted, conveyed, transferred and assured and every part thereof, under or in trust for them and /or their heirs, executors and administrators, shall and will from time to time and at all times hereafter at the request and cost of the PURCHASERS do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters things, conveyances and assurances, whatsoever for the better, further, more perfectly and absolutely granting and / or for assuring unto the PURCHASERS **"the said undivided 3/4th share right, title and interest in the said land"** and

every part thereof, hereby so conveyed, transferred and assured unto and to the use of the PURCHASERS in the manner aforesaid, as shall or may be reasonably required by the PURCHASERS or their heirs, executors, administrators and assigns or their counsel-in-law, in the manner aforesaid.

(E) The VENDORS AND THE CONFIRMING PARTIES doth hereby covenant with the PURCHASERS that he / they has / have in his / their turn, not done any act of commission or omission whereby the PURCHASERS may be prejudicially affected in right, title, interest, claim, demand, estate, property and possession whatsoever at law, equity or otherwise.

(F) On execution of this conveyance, the Purchaser will be sole owner of "the said property" they will have full right, title or interest over "the said land". From now they are only authorized to do act in whatsoever nature as he / they may think deem fit such as to sell, transfer or convey to whomsoever he / they may think deem fit.

The Stamp Duty and Registration Charges on this Conveyance Deed shall be borne and paid by the **PURCHASERS**

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece and parcel of Fully Tenanted land or ground admeasuring about 5312.2 square meters bearing Survey No.151, Hissa No.2 corresponding to CTS No.2615 of Village : Dahisar, Taluka Borivali, District Mumbai Suburban in the Registration District and sub-district of Mumbai City and Mumbai Suburban and delineated on the plan thereof hereto annexed and thereon shown surrounded by red colour boundary lines whereof as per the present 7/12 extract are bounded as follows:

On or towards North	:	By Property bearing CTS No.2770
On or towards South	:	By Properties bearing CTS No.2614, 2617 2622 (part)
On or towards East	:	By Property bearing CTS No.2613 and partly by 13.4 meter D P Road
On or towards West	:	By properties bearing CTS NO.2622 (part), 2767 and 2769.

THE SEAL OF THE SUB-REGISTRAR BORIVALI No.5 MUMBAI SUBURBAN DIST.
1022/09
2009

THE SECOND SCHEDULE ABOVE REFERRED TO

Undivided 3/4th share of the right, title, interest and claim in ALL that piece and parcel of Fully Tenanted land or ground admeasuring about 5312.2 square meters bearing Survey No.151, Hissa No.2 corresponding to CTS No.2615 of Village : Dahisar, Taluka Borivali, District Mumbai Suburban in the Registration District and sub-district of Mumbai City and Mumbai Suburban and delineated on the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary lines whereof as per the present 7/12 extract of and bounded as follows:-

On or towards North	:	By Property bearing CTS No.2770
On or towards South	:	By properties bearing CTS No.2614, 2617 and 2622 (part)
On or towards East	:	By Properties bearing CTS No.2613 and partly by 13.4 meter D P Road
On or towards West	:	By properties bearing CTS NO.2622 (part), 2767 and 2769.

बदर-११/
1022/92
२००९

ANNEXURE-A

(A Copy of the Tenant list oc... property as described in the above)

ANNEXURE-B [Colly]

(The Xerox Copies of the 7/1... Extract and the Mutation entries as duly certified by the Revenue Authorities for the relevant time period as recited above)

ANNEXURE-C [Colly]:

(A Copy of the Extract of the Property Registered Card / Ruled Card in respect of "the said property" as described in the SCHEDULE as described in the above SCHEDULE)

ANNEXURE-D:

(A Copy of half yearly bill issued by the Assessment & Collection Department of MCGM)

SIGNED AND DELIVERED BY the withinnamed VENDORS

1. MRS. INDUMATI TULSIRAM PATIL इंदुमती तुळशीराम पाटील

2. SHRI HEMPRAKASH TULSIRAM PATIL Hpatil

3. MRS. JAYASHREE RAVINDRA BHOIR जयश्री रविंद्र भोईर

4. MRS. KALPANA SHANTARAM PATIL कल्पना शांताराम पाटील

5. MRS. KUNTIBAI JANARDHAN PATIL → L.H.T. MRS KONTI BAI. J. PATIL

6. SHRI BHANUDAS JANARDHAN PATIL BPatil

7. MRS. MANDABAI SITARAM PATIL मंदाबाई सिताराम पाटील.

8. MRS. CHANDRA GANPAT RAUT चंद्रकला गणपत राऊत.

9. MRS. KAMINI RAVINDRA KELUSKAR कामिनी रविंद्र केळुसकर

10. MRS. VIMALA ARUN PATIL and विमला अरुण पाटील

11. MRS. BHARATI RAMKANTH GHARAT

In the presence of

.....

SIGNED AND DELIVERED BY the within-named
FIRST CONFIRMING PARTY
1. SHRI SUHSA SITARAM JAMBLE सुहास सि-जांभळे

बदर-११/
८०२२/२३
२००९

2. SHRI ACHYUT HARI MHATRE

In the presence of

.....

THE COMMON SEAL of the within named SECOND CONFIRMING PARTY – M/S. BKC HOMES PVT. LTD. Hereunto affixed pursuant to resolution of the Board of Directors dated 10/8/2... . In the presence of .....
MR. KHIRISH GOVINDJI DHARAMSI Director of the company who have subscribed his signature
In the presence of .....

For BKC HOMES PVT. LTD
Khirish G Dharamssi
Director / A. S

THE COMMON SEAL of the within named PURCHASER – M/s. P & S NIRMAN PRIATE

For P & S NIRMAN PVT. LTD.

Director

LIMITED Hereunto affixed pursuant to a resolution of the Board of Directors dated ....21/8/09.....

In the presence of .....

MR. PARESH C. SHAH. Director of the company who have subscribed his signature

In the presence of .....

RECEIPT

RECEIVED on the day and year first hereinabove mentioned of and from the withinnamed THE PURCHASERS **M/S. P & S NIRMAN PVT LIMITED** the sum **Rs 42,86,945.25 (Rs. Forty Two Lacs Eighty Six Thousand Nine Hundred Forty Five and Twenty Five Paise Only)** which together with the already received from the CONFIRMING PARTIES hereinbefore as earnest money as aforesaid making in the aggregate **Rs 42,86,945.25 (Rs. Forty Two Lacs Eighty Six Thousand Nine Hundred Forty Five and Twenty Five Paise Only)** Being the full consideration to be paid by us.

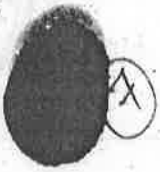
बृहन्मुंबई	
20/22/98	
२००९	

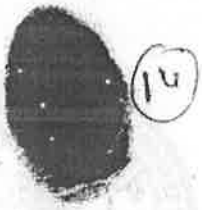
WE SAY RECEIVED

1. MRS. INDUMATI TULSIRAM PATIL इंदुमती तुळशीराम पाटील
2. SHRI HEMPRAKASH TULSIRAM PATIL Hadir
3. MRS. JAYASHAREE RAVINDRA BHOIR जयश्री रविंद्र भोईर
4. MRS. K[illegible]AM PATIL कल्पना रामाराम पाटील
5. MRS. [illegible]TIBAI NARDE PATIL L.H.T.
6. SHRI BHANUDAS JANARDHAN PATIL
7. MRS. MANDABAI [illegible]RAM PATIL मंदा शिवराम पाटील
8. MRS. CHANDRA GANPAT RAUT चंद्रकला गणपत राउत
9. MRS. KAMINI RAVINDRA KELUSKAR कामिनी रविंद्र केळुस्कर
10. MRS. VIMALA ARUN PATIL and विमला अरुण पाटील
11. MRS. BHARATI RAMKANTH GHARAT

MRS. BHARTI R. GHARAT Through CA To MR. BHANUDAS J. PATIL

VENDORS / PARTY OF THE FIRST PART





VALI NO:5

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO.5

बहर-११/
1022 | 94
२००९

As narrated above we have received our full consideration paid to each of us and we hereby acknowledge the receipt for full payment of the same.

1. Mrs. Indumati Tulsiram Patil.

2. Mr. Hemprakash Tulsiram Patil.

3. Mrs. Jayashree Ravindra Bhoir.

4. Mrs. Kalpana Shantaram Patil ,

5. Smt. Kuntibai Janardhan Patil,

6. Mr. Bhanuda Janardhan Patil,

7. Smt. Mandabai Sitaram Patil,

8. Mrs. Chandra Ganpat Raut,

9. Mrs. Kamini Ravindra Keluskar,

10. Smt. Vimla Arun Patil,

11. Mrs. Bharati Ramakant Gharat,

THE SEAL OF THE SUB-REGISTRAR BORIVALI No.5 MUMBAI SUBURBAN DIST. (RANGE)

बदर-११/
L022 | १६
२००९

THE SUB- MUMBAI SUBUR

RECEIPT

Date :

We, **M/s BKC Homes Pvt Ltd** have acquired rights from all the co owners and the confirming parties (1. Mr. Suhas Sitaram Jamble and Shri. Achyut Hari Mhatre) for the property bearing CTS No. 2615 and CTS No. 2976, Village Dahisar, Taluka Borivali. MSD Situated at Rawal Pada , Dahisar, East Mumbai admeasuring 5312.2 and 994.5 Sq meters respectively.

We have agreed to surrender and transfer all our rights in both the above properties for collective Lump Sum cost receivable of Rs. 3,93,00,000.00 (Rupees Three Crores Ninety Three Lakhs Only) to M/s. P & S Nirman Pvt Ltd. The Said Cost is inclusive of the payment of Rs 53,51,000.00 made by us to the various Co Owners (Rs. 35,00,000.00) and the Confirming parties (Rs.18,51,000.00). Vide agreement we have received the payment as below from M/s P&S Nirman Pvt. Ltd.

BKC Homes Pvt Ltd				
Sr No	Cheque /PO No.	Cheque/ PO Date	Amount (Rs.)	Name
1	658870	9/4/2009	3000000	BKC Homes Pvt Ltd
	658871	9/4/2009	2000000	BKC Homes Pvt Ltd
	658872	13-04-2009	5000000	BKC Homes Pvt Ltd
	658873	15-04-2009	500000	BKC Homes Pvt Ltd
	658874	22-04-2009	5000000	BKC Homes Pvt Ltd
	658876	7/5/2009	5000000	BKC Homes Pvt Ltd
	658882	8/5/2009	5000000	BKC Homes Pvt Ltd
	658884	11/5/2009	5000000	BKC Homes Pvt Ltd
	658883	11/5/2009	5000000	BKC Homes Pvt Ltd
		27-08-2009	3800000	BKC Homes Pvt Ltd
			39300000	

As narrated above we have received our full consideration paid to each of us and we hereby acknowledge the receipt for full payment of the same.

For BKC HOMES PVT. LTD

Hirish G Dharamsi

Director / A. S

For, M/s. BKC Homes Pvt Ltd.

THE SEAL OF THE SUB-REGISTRAR BORIVALI No.5 MUMBAI SUBURBAN DIST. (BANDRA)

बदर-११/
2022 90
२००९

P & S NIRMAN PVT. LTD.

Sakina Manzil No. 2, 4th Floor, Raja Ram Mohan Roy Road, New Charni Road, Mumbai - 400 004.
Tel.: 022 23676337 Fax : 022 23685646

TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 21st Aug. 2009. AT THE REGISTERD OFFICE OF THE COMPANY AT 2 P.M.

It Resolved that **Mr. Paresh C. Shah** Director shall appear and execute deed of conveyance in favour of company for the property bearing **CTS No. 2615** of village : Dahisar, Taluka : Borivali, Distric Mumbai Surburban land for 3/4th share wide approved draft of the company.

Chairman

P & S NIRMAN PVT. LTD. MUMBAI

THE SEAL OF THE SUB-REGISTRAR BORIVALI No 5 MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE S MUMBAI SU

बदर-११/
1022 | 9L
२००९

BKC Homes Pvt.Ltd

C-701, Sukhada, Sir Pochkhanwala Marg, Worli Seaface, Mumbai-400025.
Tel.: 022-4932759, Fax. 022-24932757

Certified True Copy of the Resolution passed at the Meeting of the Board of Directors of the Company held on 10.08.2009 at 7A, Ami Ramkrishna Bldg, 11- Happy Home Society, Nehru Road, Vile Parle (East), Mumbai – 400 057.

1. **RESOLVED THAT** the Board of Directors have decided to relinquish / Transfer its rights acquired in the plot bearing CTS 2796 & 2615 of village: Dahisar, Tal: Borivali situated at Ravalpada, Dahisar–East, Mumbai; in favour of M/s. P & S Nirman Pvt. Ltd.

2. **FURTHER RESOLVED THAT** Mr. Khirish G. Dharamsi is authorized by the Company to sign and execute all the relevant documents/ Deed of Conveyance and to appear before the Sub-Registrar, Borivali -1, MSD for execution of the said Deed of Conveyance in favor of M/s. P & S Nirman Pvt. Ltd.

For, BKC HOMES Pvt. Ltd.

BKC HOMES PVT. LTD. MUMBAI

Director.

THE SEAL OF THE SUB-REGISTRAR BORIVALI No.5 MUMBAI SUBURBAN DIST.

REGISTRAR BORIVALI No.5 BAN DIST., (BANDRA)

बोरि-२२/ 1022 | 9C / २००९

मालमत्ता पत्रक

विभाग/मौजे -- वहिसर तालुका/उ.पु.मा.का. -- न.भू.अ.बोरीवली जिल्हा -- मुंबई उपनगर जिल्हा

कार भुमापन क्रमांक/पा. प्लॉ. नं.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या अकरारांचा किंवा भाडयाचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
२६१५		२६१५			
			५३१२.२		

सुविधाधिकार

हक्काचा मुळ धारक शेत
वर्ष १९६८

पट्टेदार

दिनांक	व्यवहार	गाव नमुना	नवीन धारक (धा) पट्टेदार (प) किंवा भार (भा)	शेरा

तयार केले ठिकाण - सक्षम प्रतिनिधी
कार भुमापन अधिकारी
बोरीवली

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

अर्ज क्र. २८०
मालमत्ता अर्ज दाखल केल्याचा दिनांक ३०/०८/२०
मालमत्ता तयार केल्याचा दिनांक ३०/०८/२०
मालमत्ता [illegible]
तपासणी [illegible]
तपासले [illegible]

अदर-११/
८०२२/२०
२००९

THE SEAL OF THE SUB-REGISTRAR BORIVALI

मालमत्ता पत्रक

ग्रामपंचायत -- दहिसर तालुका/नं.भू.मा.का. -- न.भू.अ.बोरीवली जिल्हा -- मुंबई उपनगर जिल्हा

सर्व्हे नंबर / फा. नं. व.	हिस्सा नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या अकारभाचा रुपया भाडेपट्टा (लागोल अणि त्याच्या फेर तपासणीची नियत वेळ)
२७१६	२७१६		१०६१.५ -५५.० न.भू.क्र.२७१७ मध्ये समिल ---------- ११४.५		

सुविधाधिकार

जमिनीचा मुळ धारक वर्ष १९६८ पोतीकडे

पट्टेदार

इतर भार

इतर शेरे

दिनांक	व प्रकार	खंड क्रमांक	नवीन धारक (भा) पट्टेदार (प्र) जिल्हा भार (भा)	साक्षांकन
०२/०६/१९७६	न.भू.का.२७७१ पहा	S.I.F	चौकशीचे वेळी क्षेत्र कादून दाखल केलेले नसलेने ते आता कादून दाखल केले.	वर्ष - १९७६-०६-०१ ००:००:०० न.भू.अ. बोरीवली
१०/०३/२००६	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील कमांक सी/पर्या २ क/फ्लम १३५ एस.आर २५० दिनांक २६/१२/०५ चे आदेशान्वये न.भू.क्र. २७१६ मधील ७५.० चौ.मि. क्षेत्र कमी कहन ११४.५ चौ.मि. क्षेत्र कायम केले.	-	-	पत्र क्र.४५३ प्रमाणे दि. - १०/०३/२००६ न. भू. अ. बोरीवली

प्रमाणित करणार -

सत्य प्रतिलिपी
सह भूमापन अधिकारी
बोरीवली

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

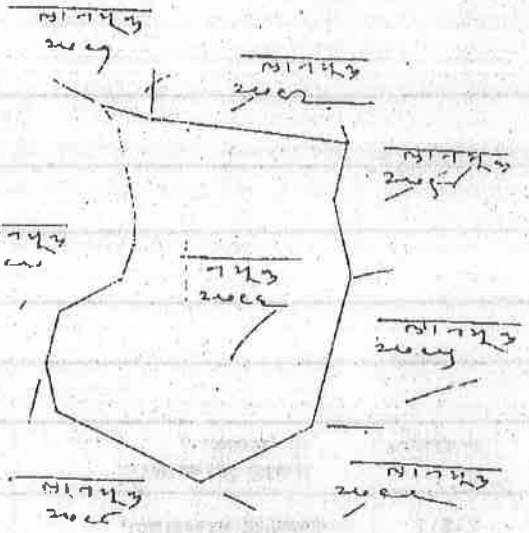
अर्ज क्र. - २८०
नकाल अर्ज दाखल [illegible] ... 3
नकाल तयार [illegible] ... 3
सही [illegible] ... 3
शेरा [illegible] ... 3
नकाल तपा [illegible] ... 3

बदर-११/
८०२२ | २१
२००९

SUB-REGISTRAR BORIVALI NO.5
दुय्यम निबंधक बोरिवली-५
BANDRA

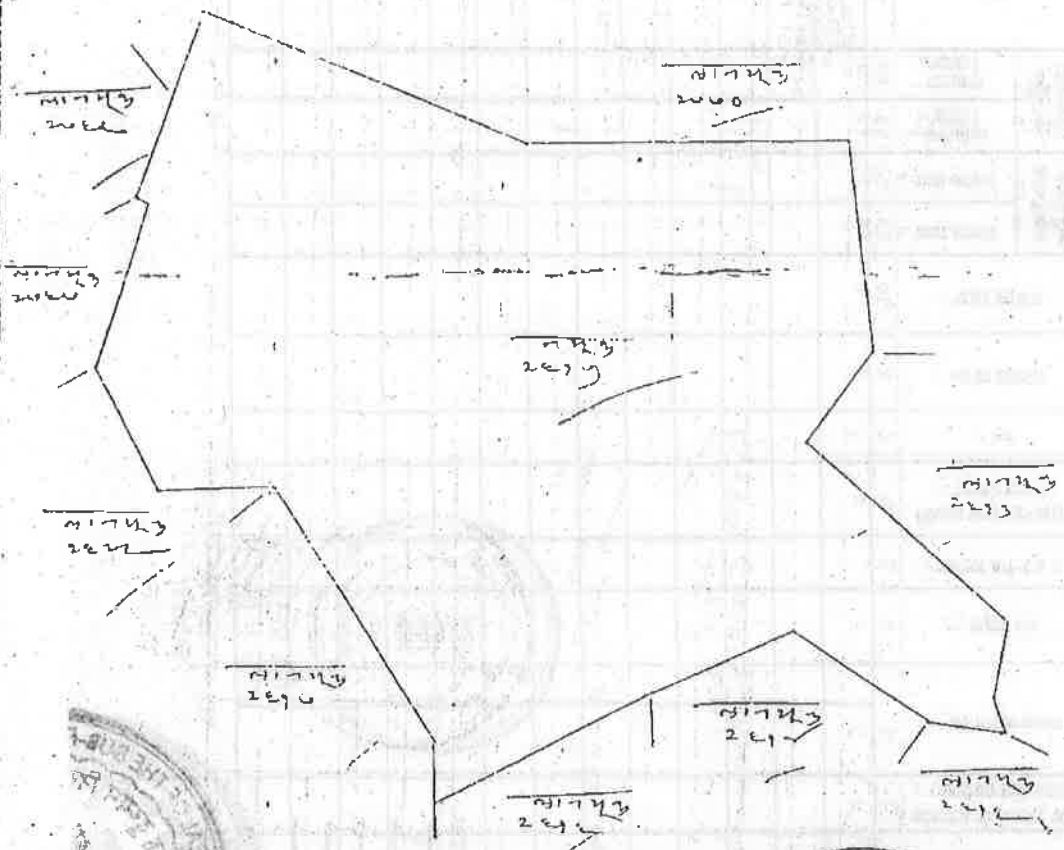
THE SEAL OF THE SUB-REGISTRAR BORIVALI NO.5
दुय्यम निबंधक बोरिवली-५

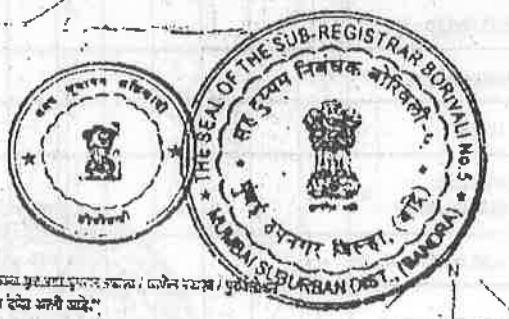
(पान नं.-- 1)



सत्य प्रतिलिपी
नगर भूमापन अधिकारी
बोरीवली

वदर-११/
1022 | 22
२००९





सत्य प्रतिलिपी
नगर भूमापन अधिकारी
बोरीवली

बदर-११/	
1022	23
२००९	

नमुना (ब)

तालुका - बोरीवली

जिल्हा - मुंबई उपनगर

भूमापन क्रमांक	हिस्सा क्रमांक	मोजलेला पोट अगर पाळलेली क्षेत्राकृतीची शेरा	जमिनीचा प्रकार	एकूण क्षेत्र	खराब वगैरे क्षेत्र	निव्वळ लागवडी योग्य जमीन क्षेत्र	आकार	भूमापन क्रमांक	हिस्सा क्रमांक	मोजलेला पोट अगर पाळलेली क्षेत्राकृतीची शेरा	जमिनीचा प्रकार	एकूण क्षेत्र	खराब वगैरे क्षेत्र	निव्वळ लागवडी योग्य जमीन क्षेत्र	आकार	पोट हिस्सा क्रमांक	पोट हिस्सा क्षेत्र	पोट हिस्सा आकार	दुसरी पुनर्तपासणी अंती क्षेत्र	पोट हिस्सा क्षेत्र	पोट हिस्सा आकार	एकूण आकार	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४
७			ब																				
२			ख																				

चवर-११/

1022	28
२००९	

SEAL OF THE SUB-REGISTRAR OF ASSURANCES MUMBAI SUBURBAN
HAVELI
SEAL OF THE SUB-REGISTRAR OF ASSURANCES MUMBAI SUBURBAN

स. नं. 949 हि. नं. 2

	ए	गुं.
क्षेत्र लावणी लायक	9	65
पोट खराबा		60
एकूण	9	65

	रुपये	पैसे
आकार	2 -	47
जुडी अथवा,.....	-	
ज्यादा आकार ...	-	
पाणी.....	-	

गा. न. नं. ७, ७-अ व १२

कबजेदार (ज) 2000
तुकाराम पांडुरंग पाटील
व।।3
कुलवाडी जमीन पायेटे
व।।५ 1980
1982

गांव प्रहिसर
तालुका बोरीवली
इतर.

वर्ष	कूळ व खंड	क्षेत्र	रीत	पिके व लागवड	क्षेत्र	शेरा
47	2011	965	1	45	965	S
48						

1961 onwards 4 years 3112/

तयार तारीख 7/5/2002
असल बरहुकूम नक्कल रुजू असे.

तलाठी सजा प्रहिसर
तालुका- बोरीवली

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 5 * सह दुय्यम निबंधक बोरिवली-५ * मुंबई उपनगर जिल्हा (बोरे) * MUMBAI SUBURBAN DIST. (BANDRA)

वर्ष-११/
1022 | 24
२००९

स. नं. १४३ हि. नं. २

गा. न. नं. ७, ७-अ व १२

गाव दहिसर

तालुका बोरीवली

फवजेदार

	ए.	गुं.
क्षेत्र लावणी लायक	—	६९०।।।
पोट खराबा	—	—
एकूण	—	६९०।।।

इतर · सुकुशीराम पंडुरंग पाटील ७।१५

मुंबई सबर्बन जनार्दन पाटील ७।१५

	रुपये	पैसे
आकार	२	८१
जुडी अथवा,.....		
ज्यादा आकार ...		
पाणी.....		

वर्ष	पीक व खंड	क्षेत्र	रीत	पिके व लागवड	क्षेत्र	शेरा
८१ ८२	[illegible]	६९०।।।	९	भात	६९०।।।	S
	दिप २ आखणी	५।१७		३।१२		

तयार तारीख 9/4/2001

आस्सल वरहुकुम चावकल मजू अो.

बदर-११/

१०२२ | २६

२००१

हक्काचे पत्रक (गो. त. नं. ६)

मौजे :- दहिसर
तालुका :- बोरीवली

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले स.नं. हि.नं.	तपासणी अंमलदारांची सही किंवा शेरा
60	१०/१९३२ - ओलाव्हर फोड पाक्के मे. डे ई ओर्ड्रे यांचे कडुक हक्काचा सन १९४५-४६ चा नारायण शंकुर १४३-२ ख० ११. २-१३-० नारायण शंकुर १४१-२ ४६ २-१३-० हिस्सा वारसान यांचा आहे	६८-४ २१२- २१४ -	वारसदे २८/१०/३२ Sd/- Ext Sd/- 2017 Certified Copy Recommendation as Correct upto 31-3-1972 Sd/- Collector B.S.D Sd/- 28/7/32

अस्सल वरहुकूम खरी नक्कल आहे असे.
तयार तारीख १४/८/२००९

तलाठी दहिसर
तालुका- बोरीवली

वदर-११/
1022 | २०
२००९

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO.5
सह दुय्यम निबंधक बोरिवली-५
BORIVALI NO.5 (WEST)

हक्काचे पत्रक (मो. न. नं. ६)

मौजे -: दहिसर
तालुका -: बोरीवली

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले स.नं. हिं.नं.	तपासणी अंमलदाराची सही किंवा शेरा
2060	नाशिक दि-१-८-८९ तारीखमध्ये खालीलप्रमाणे नोंद करण्यात येत आहे १) पांडुरंग जानराव २) जनाबाई जानराव यांनी आपले वडिल जानराव कुकुर यांचे नांवे असलेले जमीन जाय असल्या बाबत वडील वारसी दिसते तरी प्रमाणे त्यांचे वारसे म्हणून खालील (नोंद) वारसी व वहिवाटी प्रमाणे नंबर हिस्सा क्षेत्रफळ १२२-८ १/३५ १५-८-० आर चौ मी १३-२ ६१०० १-१२-० १५१-२ १/६५ २-१३-०	१२२/८ १३१/२ १५१/२	वारसी बोजे कमी मंजूर १३११ मामलेदार बोरीवली

अस्सल वहिवाट सारी नक्कल रजू असे.
तपास तारीख १२/१/२००९

तलाठी साजा दहिसर
तालुका- बोरीवली

बदर-११/
८०२२/२८
२००९

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO.5 सह दुय्यम निबंधक बोरिवली क्र. ५ मुंबई उपनगर जिल्हा (बांद्रा) MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE SU... सह दुय्यम... MUMBAI SU...

हक्काचे पत्रक (गो. म. नं. ६)

मौजे :- दहिसर
तालुका :- बोरीवली

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले स.नं. हिं.नं.	तपासणी अमलदारांची सही किंवा शेरा
६५४८	दिनांक जाप्ताहत्तर वारसाने खातेदार स्वर्गीय पांडुरंग नारायण पाईक व दिनांक 3/9/08 रोजी मयत खातेदार यांचा खालील प्रमाणे वारस आहेत. १) श्री. तुकाराम पांडुरंग पाईक वय २५ मुलगा २) श्री. शांताराम पांडुरंग पाईक वय २३ मुलगा ३) श्रीमती जयश्री रविंद्र मोरे वय २० मुलगी अशी एकुण संपत्ती तिघे जण वारस आहेत जवाब व सोबतचे सर्व कागदपत्र पुर्तता प्रतिज्ञा पत्र प्रमाणे जोड.	१४२-८ १४३-२ १५१-२ एकूण ०१ गाव	प्रतिज्ञा पत्र व मृत्यु दाखला चौकशीसाठी मुळ आणि छायांकित प्रत सोबत मंडळ बोरीवली ३१/५/०९

असल वरहुकूम खरी नकल रजू असे.
तयार तारीख ३१/५/२००९

तलाठी सजा दहिसर
तालुका- बोरीवली

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 5
दुय्यम निबंधक बोरीवली-५
MUMBAI SUBURBAN DIST. (MAHARASHTRA)

चदर-११/
1022 | २८
२००९

REGISTRAR BORIVALI No. 5
दुय्यम निबंधक बोरीवली-५
MUMBAI SUBURBAN DIST. (MAHARASHTRA)

हक्काचे पत्रक (गो. न. नं. ६)

गाव :- दहिसर
तालुका :- बोरीवली

नोंदणीचा अनुक्रम नंबर	हक्काचा प्रकार	फेरफार झालेले स.नं. हि.नं.	तपासणी अंमलदाराची सही किंवा शेरा
६५४८	दिनांक ७/१२/२००९ वारसदार श्री. मुकुंद जनार्दन चारणकर यांनी दिनांक २१/१२/२००१ रोजी मयत असे मयत इसमाचा खालील प्रमाणे वारस. १) श्रीमती कुसुम मुकुंद जनार्दन चारणकर वय ५२ पत्नी २) चि. मयूर मुकुंद चारणकर वय २४ मुलगा ३) कु. मयुरेश मुकुंद जनार्दन चारणकर वय १२ मुलगा ४) कु. मयुरी मुकुंद जनार्दन चारणकर वय ८ मुलगी करीता मंजूर करण्यात यावा अशी विनंती केली आहे. सदर मयत इसमाचे नावे असलेल्या मिळकतीचा खालील प्रमाणे तपशील	४२/८ ४०३/२ ९५१/२	प्रतिज्ञापत्र क्र. ६५५ दाखल केले असे. सही मुद्रांक व्यापारी यांची मंजूर. ७/१२/०९ सह दुय्यम निबंधक बोरीवली ३०/१२/०९

अस्सल दस्तुकप खरी नक्कल रजू असे.
तयार तारीख 9/12/2009

तलाठी सजा दहिसर
तालुका- बोरीवली

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 3 * सह दुय्यम निबंधक बोरिवली क्र. ३ * MUMBAI SUBURBAN DIST. (MAH.)

वदर-११/	
1022	30
२००९	

THE SUB-RI
सह दुय्यम नि
MUMBAI SUBUR