P.S. Sudheer
Advocate On Record

21st September, 2016

To

The Nodal Officer
Justice (Retd) R.M. Lodha Committee
Hotel Ashok
New Delhi.

Reg: Objection being filed on behalf of the Objector with regard to the Expression of Interest dated 27.08.2016 being invited for sale of property being R. No . 5180-15, S. Deed No. AGR 8961/09 and R.No.5181-15, S. Deed No. AGR 8962/09.

Sir,

The Objector has filed the objection on 14th September, 2016. It is requested that the Objector be given a personal hearing at the earliest.

Thanking you,

Yours faithfully,

(P.S. SUDHER)
Advocate for the Objector

Chamber : 11, Old Lawyers Chamber, R. K. Garg Block, Supreme Court of India, New Delhi-110001
Mobile: +91-98733 34102, 98 681 69424, Phone : 91-11-2338 9533, E-mail : pssudheer1@gmail.com
Office : G-24, Lower Ground Floor, Jangpura Extension, New Delhi-110014
Phone : DIR : 011-43755306, 4352 6775, Telefax : 011-4356 2524

IN THE

Suit /Appeal No. /CWP _____ JURISDICTION of 2016

In re:

PACL Ltd. _____ Plaintiff /Appellants /Petitioner/ Complainant

VERSUS

SEBI & other _____ Defendant/Respondent /Accused

KNOW ALL to whom these present shall come that I/We _____

_____ the above named _____ do hereby appoint

P.S. SUDHEER
ADVOCATE
11, LAWYERS CHAMBER
SUPREME COURT COMPOUND
NEW DELHI-110001
MOBILE-9873334102
ENROLMENT NO.D/1519/1995

ADVOCATES WELFARE FUND DELHI 10/- Rs.10/- TEN RUPEES

KNOW ALL to whom these presents shall come that,
I/We....Mr. SHOBHAN THAKORLAL PARIKH P.S. SUDHEER

(herein after called the advocate/s) to be my/our Advocate in the above noted case authorized him :-
To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.

To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this _____ day of _____2016.

Accepted & Identified subject to the terms of fees.

(P.S.SUDHEER)
Advocate

Client **Client**

BEFORE THE HON'BLE COMMITTEE

COMPRISING OF

HON'BLE MR. JUSTICE R.M. LODHA (RETD.), MR. S. RAMAN

AND MR. AMIT PRADHAN

***In the matter of*:**

PACL Ltd. Vs. SEBI & Other connected matters

OBJECTION BEING FILED BY:

Mr. Shobhan Thakorlal Parikh,
Aged 63 years, Occupation Service,
Permanently residing at:
Flat no. 1803/1804, Samarth Aangan no. 1,
'A' Wing, Off K.L. Walawalkar Marg,
Oshiwara, Andheri (West),
Mumbai 400 053
Contact no.: (+91) 9833998481
E-mail address: stpp28@gmail.com

OBJECTIONS BEING FILED ON BEHALF OF THE OBJECTOR WITH REGARD TO THE EXPRESSION OF INTEREST DATED 27.08.2016 BEING INVITED FOR SALE OF PROPERTY BEING R. NO. 5180-15, S. DEED NO. AGR 8961/09 AND R. NO. 5181-15, S. DEED NO. AGR 8962/09

The Objector above named most humbly and respectfully sheweth that:

Kasturi Karkera GREATER BOMBAY NOTARY

1. The Objector herein is permanently residing at the address mentioned hereinabove along with his wife Dipti Parikh. The Objector herein is a Chartered Accountant by profession and had been working for Hindustan Lever Ltd. and Unilever from 1979 to 2008 holding various positions across the globe. That in 2009 the

STParikh

[illegible]

Objector joined as a Vice President-Strategic procurement in VVF Ltd. and on attaining the age of retirement, the Objector retired from the said company in the year, 2013. That thereafter, the Objector has been working as President with HBI Trade Services Pvt. Ltd., Mumbai. That the Objector is an expert having international experience in buying oils and fats and oleo chemicals.

2. The present Objector herein has approached this Hon'ble Committee with a view to object any Expression of Interest being invited qua Flat no. 1803 and 1804, adm. 542 sq.ft. carpet area equivalent to 836 sq.ft. super built up area and 432 sq.ft. carpet area equivalent to 666 sq.ft. super built up area respectively, situated on 18th floor, Building no. 21 located in the compound of 'Samartha Aangan-I' of Shree Swami Samartha Prasanna Oshiwara East Unit no.1 Co-operative Housing Society Ltd. (hereinafter referred to as ***'the society'*** for the sake of brevity and convenience) situated off Link Road, Oshiwara, Andheri (West), Mumbai 400 053 (hereinafter referred to as ***'the said properties'*** for the sake of brevity and convenience).

Kasturi G. Karkera GREATER BOMBAY NOTARY

3. By way of Notice dated 27.08.2016, notice inviting Expression of Interest for sale of properties in 192 districts all across the country has been issued inviting public at large to submit their interest within a period of 21 days from the issuance of the notice. The Objector herein became aware with regard to the said notice only on 03.09.2016 and was shocked and surprised to find the said

STPaul

properties belonging and owned by him, listed in the list of properties uploaded on the website www.auctionpacl.com. The Objector herein is concerned, for the Flat no. 1803 and 1804 which he along with his wife has purchased in the year, 2011 and since then the right, title and interest in the said properties has duly been transferred in favour of the Objector and his wife.

4. The said properties were developed and constructed by Samartha Development Corporation, a partnership firm, duly registered and incorporated under the provisions of the Indian Partnership Act, 1932 (hereinafter referred to as ***'the Developer'*** for the sake of brevity and convenience). The developer herein after obtaining necessary permissions from Brihanmumbai Mahanagarpalika, Municipal Corporation for Greater Mumbai and other authorities had carried out construction of the buildings on which the said properties are located.

5. The Developer thereafter by a registered Sale Deeds dated 25.08.2009 duly registered on 29.09.2009 duly sold the said properties vide Registration no. 8961 and 8962 respectively duly registered with the office of the Jt. Sub-Registrar Andheri no. 4, Mumbai Suburban, Dist. Bandra in favour of M/s. PGF Ltd. (hereinafter referred to as ***'PGF'*** for the sake of brevity and convenience). That the Developer by registered sale deed no. 8961 had sold Flat no. 1803 in favour of PGF for the consideration price of Rs. 96,14,000/- whereas the developer by registered sale deed no.

NOTARY GREATER BOMBAY Kasturi G. Karkera

8962 had sold Flat no. 1804 in favour of PGF for the consideration price of Rs. 76,59,000/-. Annexed hereto and marked as **ANNEXURE A (Colly)** are the copy of the registered sale deeds duly entered into and executed by the Developer in favour of the PGF vide registration no. 8961 and 8962

96,14,000
76,59,000
142,73,000

6. The society had also been pleased to issue Share Certificate no. 71 dated 15.07.2012, by the said certificate PGF became the registered holder of five fully paid up shares of Rs. 50/- each numbered from 351 to 355 in the society subject to the bye-laws of the society. That the society had also been pleased to issue Share Certificate no. 72 dated 15.07.2012, by the said certificate PGF became the registered holder of five fully paid up shares of Rs. 50/- each numbered from 356 to 360 in the society subject to the bye-laws of the society. Annexed hereto and marked as **ANNEXURE B (Colly)** are the Share Certificates nos. 71 and 72 issued by the society in favour of PGF.

NOTARY GREATER BOMBAY Kasturi Chakravarkera

7. The Developer by its Allotment Letter dated 21.10.2009 in favour of PGF had allotted a covered car parking space no. 36 in Samarth Aangan Complex against the Flat no. 1803 purchased by PGF on the terms and conditions as stipulated in the said allotment letter. The Developer by its Allotment Letter dated 21.10.2009 in favour of PGF had allotted a basement car parking space no. 80 in the basement of the Samarth Aangan Complex against the Flat no. 1804 purchased by PGF on the terms and conditions as stipulated in the

STPaul

said allotment letter. Annexed hereto and marked as **ANNEXURE C (Colly)** are the car parking Allotment Letters dated 21.10.2009 issued by the Developer in favour of PGF.

8. The objector and his wife herein after verifying the title of the said properties by a registered Sale Deeds dated 15.12.2011 duly registered with the office of the Jt. Sub-Registrar Andheri no. 4, Mumbai Suburban, Dist. Bandra vide registration no. 11041 and 11042 purchased Flat no. 1803 and 1804 respectively from PGF after paying full and final consideration price. The objector and his wife have paid full and final consideration of Rs. 1,12,86,000/- vide P.O. no. 003882 dated 13.12.2011 issued by HDFC Bank, JP Road, Mumbai in favour of PGF for purchase of Flat no. 1803. The objector and his wife have paid full and final consideration of Rs. 89,91,000/- vide P.O. no. 003881 dated 13.12.2011 for an amount of Rs. 34,91,000/-, P.O. no. 003883 dated 13.12.2011 for an amount of Rs. 50,00,000/-, P.O. no. 099719 dated 09.10.2011 for an amount of Rs. 5,00,000/-, all P.O's were issued by HDFC Bank, JP Road, Mumbai in favour of PGF for purchase of Flat no. 1804. Annexed hereto and marked as **ANNEXURE D (Colly)** are the copies of the registered Sale Deeds entered into and executed by PGF in favour of objector and his wife dated 15.12.2011.

9. On 15.12.2011, PGF also entered into and executed two separate Agreements in favour of the Objector and his wife for transfer of allotment of parking i.e. for covered car parking space no. 36 in

S.T. Paul

Samarth Aangan Complex against the Flat no. 1803 and for basement car parking space no. 80 in the basement of the Samarth Aangan Complex against the Flat no. 1804. Annexed hereto and marked as **ANNEXURE E (Colly)** are the copies of the Agreements for transfer of allotment of parking entered into and executed by PGF in favour of Objector and his wife dated 15.12.2011.

10. PGF after receiving full and final consideration price for the said properties duly issued a Transfer Form, transferring its shares in the society in favour of the Objector and his wife. The society on 08.04.2012 has duly been pleased to transfer the Share Certificate nos. 71 and 72 which were held by PGF in favour of the Objector and his wife. Annexed hereto and marked as **ANNEXURE F (Colly)** are the copies of the Share Certificates duly showing transfer in favour of the Objector and his wife.

Kasturi G Kakera GREATER BOMBAY NOTARY

11. The above documents along with the records maintained by the society clearly reflects to the fact that it is only the Objector and his wife who have right, title and interest in the said properties after the said properties have been purchased by them in the year, 2011 from PGF. It is the Objector and his wife who are in possession of the said properties and are residing in the said properties. It is the Objector and his wife who have regularly been maintaining the said properties by paying Maintenance Charges to the Society as well as have been paying Electricity bills, property taxes and other bills qua

S T Paul

the said properties are concerned. The electricity bill as well as maintenance receipts are also coming in the name of the Objector and his wife and the said charges are also being paid by them and the said documents can be produced at any time for the perusal of this Hon'ble Committee.

12. In view of the above facts, it is clear that the properties of the Objector and his wife have wrongly been uploaded on the website www.auctionpacl.com for sale of property being R. no. 5180-15, S. Deed no. AGR 8961/09 and R. no. 5181-15, S. Deed no. AGR 8962/09. From the documents which have been uploaded on the website, it is very clear that PACL India Ltd. (hereinafter referred to as ***'PACL'*** for the sake of brevity and convenience) is neither the owner of the said properties nor has any right, title or interest in respect to the said properties. As far as the documents based upon which the said properties have been put to an auction on the website, is an unregistered Agreement to Sell dated 06.09.2010 entered into and executed between PGF and PACL, which does not create any right, title and interest in favour of PACL under the Transfer of Property Act and furthermore the said transaction is barred under the provisions of the Registration Act. That neither the said Agreements to Sell are registered nor the said agreement to sell stipulates has to how any money, if any, is paid by PACL in favour of PGF for purchase of the said properties. The said Agreement to Sell and the transaction, if any, is completely sham and bogus. It seems bogus documents have been created for the reasons best

Kasturi & Kaykeya GREATER BOMBAY NOTARY

St Paul

known to PACL, the said documents has no value in the eyes of law and thereby basing upon the said documents no right can be sought to have been created in respect of the said properties.

13. Over and above the facts stated hereinabove, all the original documents including the documents entered into and executed by the Developer in favour of PGF are in possession of the present Objector and his wife and the same can be produced as and when directed /summoned by this Hon'ble Committee, to verify the same.

14. The Objector and his wife do not have any nexus nor any connection directly or indirectly with PACL or PGF. The only connection between the Objector and his wife with PGF is the said properties were purchased from PGF by them after paying full and final consideration price for the same. That the said properties have been bought by the Objector and his wife from their own funds and for the same also if documents are required to be produced then they Objector has Account Statements to show that he had sufficient money lying in his accounts since long from which he has purchased the said properties

15. The objector and his wife are the sole owners of the properties in question and in actual and physical possession of the said properties. The auction, if any, conducted in respect of the said properties, as the properties belonging to PACL would harm and injure the

Kasturi G. Kalkera NOTARY GREATER BOMBAY

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interest of the Objector and his wife and the said auction would not be in the interest of justice.

16. The Objector herein has a strong prima facie case in its favour and balance of convenience also tilts in favour of the objector and thereby also reliefs as prayed for deserves to be granted in favour of the Objector. If the reliefs as prayed for is not granted in favour of the Objector, irreparable loss would be caused to the Objector and on the contrary if reliefs as prayed for is granted, no loss is likely to be caused to any other party.

17. The Objector craves leave of this Hon'ble Committee to add, amend, alter, rescind and/or modify any of the foregoing para as and when found necessary.

Kasturi G Kalkera NOTARY GREATER BOMBAY

18. In view of the above facts, the Objector most humbly prays that:

A. This Hon'ble Committee be pleased to pass necessary orders removing the name of the said properties i.e. being R. no. 5180-15, S. Deed no. AGR 8961/09 and R. no. 5181-15, S. Deed no. AGR 8962/09 from the auction list as issued vide Notice dated 27.08.2016.

B. This Hon'ble Committee be pleased to pass necessary orders granting a right of hearing to the Objector so that true and correct facts as well as the genuine documents can be placed for consideration of this Hon'ble Committee.

S T Paul

C. Pending hearing and final disposal of the present objections, this Hon'ble Committee be pleased to stay the notice of auction qua the properties of the present Objector and his wife.

D. Pass any such and further order as your Honour may deem, fit, just and proper in the interest of justice

Date:

Place: Mumbai

VERIFICATION

I, undersigned the Objector, hereby verify that whatsoever mentioned herein above is true and correct to the best of my knowledge and belief.

Date :

Place : Mumbai

AFFIDAVIT

I, Shobhan T. Parikh, Aged 63 Years, Occupation Service, Permanently Residing at Mumbai, do hereby solemnly affirm and state on oath as under:

1. That I am the Objector in the present Objection and thereby, I am very well conversant with the facts of the present case and thereby, competent to swear this affidavit.

2. That I am fully competent and conversant with the facts of the case. I state that what is stated herein above in para 1 to 18 are true to the best of my personal knowledge and what is stated in the rest of the paragraphs are true to the best of my knowledge, information and belief. I believe the same to be the true and correct. Para 18 is the prayer clause.

3. I state that all the annexure produced herewith are true copies of their original documents.

Solemnly affirmed at Mumbai on this 11th day of September, 2016.

STPaul

Copy to:

1. Securities and Exchange Board of India (SEBI)
   Plot No.C4-A,'G' Block,
   Bandra Kurla Complex,
   Bandra (East), Mumbai 400051
   E-mail: sebi@sebi.gov.in
2. Securities and Exchange Board of India (SEBI)
   The Regional Manager,
   5th Floor, Bank of Baroda Building,
   16, Sansad Marg,
   New Delhi - 110 001
   E-mail : sebinro@sebi.gov.in

Kasturi G. Karkera NOTARY GREATER BOMBAY

Before me

11/9/2016

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regd.No.549
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

Reg. No. 2742 P.No. 46.

NOTARIAL NOTARIAL NOTARIAL NOTARIAL

P. S. SUDHEER
Advocate
11, Lawyer's Chamber
R. K. Garg Building
Supreme Court Comp
New Delhi-1100
(M) 987338410
Code-1603

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1803 (230)
Annexure A
(Colly)

Kasum G Kaikera ★ GREATER BOMBAY ★ NOTARY

SALE DEED

BETWEEN

SAMARTHA DEVELOPMENT CORPORATION

AND

P. G. F. LTD.

Flat No. _____,
Samartha Aangan, Building No. _____,
Oshiwara, Andheri (W), Mumbai - 400 053.

SUFI ESTATE CONSULTANTS & DEVELOPERS
SHAHNAWAZ S. SHAIKH - 98210 45039

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Tuesday, September 29, 2009

1:31:51 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

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पावती क्र. : 8983

गावाचे नाव ओशिवरा

दिनांक 29/09/2009

दस्तऐवजाचा अनुक्रमांक वदर15 - 08961 - 2009

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव: पी जी एफ लिमिटेड चे आथोरिसिनेटरी तुलसीराम मनजित ठाकूर

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (55)	:-	1100.00
एकूण	रु.	31100.00

आपणास हा दस्त अंदाजे 1:46PM ह्या वेळेस मिळेल

दुय्यम निंबधक
सह दु.नि.का-अंधेरी 4

बाजार मुल्य: 6665802 रु. मोबदला: 9614000रु.
भरलेले मुद्रांक शुल्क: 463300 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: एच डी एफ सी बँक ;
डीडी/धनाकर्ष क्रमांक: 003557; रक्कम: 30000 रू.; दिनांक: 12/08/2009

Kasturi G Karkera
GREATER BOMBAY
NOTARY

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 3/10/09

(228)

21/1803

14

THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP
Estd.1906

Customer Copy

Branch Vile Parle Date : 17/8/09 681947 463300

Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	Rs.	463300/-
Service Charges	Rs.	10/-
Total	Rs.	463300/-

Name & Address of Stamp duty paying party
PGF LIMITED

Tel. No.: / Mobile No.:
Purpose of Transaction
in cash for Franking Documents

Rs. 463300/-
COSMOS BANK
VILE-PARLE (E)
(For Bank's Use only)

Tran ID 1025031
17 AUG 2009
Franking Sr. No. 183168
FOR FRANKING
CHEQUE RECEIVED
Service Tax Reg. No. AAAAT0742KST003

For the Cosmos Co-op. Bank Ltd.
Authorised Signatory

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

HDFC Bank
P.O. ND - 490567

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2008

This Agreement is made at Mumbai this 25th day of August 2009 **Between Samartha Development Corporation**, a partnership firm, duly registered under the Indian Partnership Act, 1932 and having its Registered Office at 11-A, Suyash, Gokhale Road (North), Dadar, Mumbai - 400 028, hereinafter referred to as **"the Developer"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners and their respective heirs, executors and administrators and assigns) of the **One Part and** PGF LIMITED, having their office at 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi - 110 063, hereinafter referred to as **"the Allottee"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **Other Part.**

Rs. Four Lakh Sixty three thousand three hundred only

The Cosmos Co-Operative Bank Ltd., Vile Parle Branch, Saraswati Niwas, Plot No-45, TPS-1 CTS No 607 A, Hanuman Road, Vile Parle (E), Mumbai-400 057.
D-SISTPV/C.R.1004/06/2004-1762-640

भारत 25031 Special Adhesive महाराष्ट्र
183168 AUG 17 2009
ZERO RUPEE SIX THREE THREE ZERO ZERO 17:30
INDIA R 0463300/-PB5114
STAMP DUTY MAHARASHTRA
For The Cosmos Co-op. Bank Ltd.
Authorised Signatory
Sanjay A. O...

TRUE COPY

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

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WHEREAS:

i) Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Limited. is the Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 (hereinafter callled the "said Act") under registration No. BOM/W-K/W/HSG/TC/8874/95-96 dated 9th May 1995 (hereinafter referred to as **"the Society")**. The Society has come into existence pursuant to the sub-division of Shree Swami Samartha Prasanna Oshiwara East Co-operative Housing Society Limited, registered under BOM/KW/HSG/(T.C.)/1563/1984-85 (hereinafter called **"the Mother Society")**. By virtue of a scheme under provision of Section 17 (1)(c) of the said Act vide Order dated 9th May 1995 bearing No. BOM/KW/HSG/SSSPOE/Partition/924-1995 passed by the Deputy Registrar, Co-operative Societies (K-West Ward) Mumbai, the Mother Society has been split in 14 new Societies, one of them being the Society herein.

ii) The Mother Society, prior to being split-up, was owner of larger piece of land admeasuring 1,04,348.864 square metres, equivalent to 1,24,801. 241 Square yards (subsequently on survey found to admeasure 1,02,230.6 square metres equivalent to 1,22,267.8 square yards) bearing C.T.S. No.1 (part) and Survey No. 41 (part) at Village Oshiwara, Taluka Andheri more particularly described in the First Schedule hereunder written (hereinafter referred to as **"the Larger Property).**

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iii) The Mother Society had got sanctioned from Brihanmumbai Municipal Corporation lay out vide order dated 20th May 1994 bearing No. CE/1450/BSII/LOKWN in respect of the Larger Property whereby provision is made for gardens, internal roads and buildings which has been amended from time to time.

Kasturi G Karkera GREATER BOMBAY NOTARY

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iv) By virtue of the scheme sanctioned vide order dated 9th May 1995, a portion of the Larger Property came to be vested in the Society however, the scheme whereby the portion originally alloted to the Society has been amended.

v) The amendment of the scheme has been effected by a letter bearing No. BOM/K-W/B-2/Transfer/Section 17 (1) (b)/683 dated 4th May 2000 issued by the Deputy Registrar Co-operative Societies, K-West Ward under Section 17(1) (b) of the said Act whereby approval has been accorded for exchanging two portions of land each admeasuring 3094.451 square metres (one belonging to Shree Swami Samartha Prasanna Oshiwara East Unit No. 11 Co-operative Housing Society Limited and the other to Shree Swami Samartha Prasanna Oshiwara East Unit No. 12 Co-operative Housing Society Limited) for the Portions of the lands which were alloted to the Society.

vi) By a letter bearing No.Mumbai/K-West/Permission/1557/ Swami Samartha Hou/04 dated 17.08.2004 from Deputy Registrar Co-operative Societies, K-West Ward, Mumbai an approval has been granted to the mutually agreed arrangement of transfer of certain portion out of the property belonging to Shree Swami Samartha Prasanna Oshiwara East Unit No.1 Co-operative Housing Society LTd., unto Shree Swami Samartha Prasanna Oshiwara East Unit No.12 Co-operative Housing Society Ltd.,

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BARODA.

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vii) Thus the Society is now entitled to interalia a portion of larger property bearing plot No.1B admeasuring 21,926.111 square metres more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said property**").

viii) The Brihanmumbai Municipal Corporation has sanctioned the plans and issued IOD under No. CE/6922/WS/AK dated 3-7-1999 and the Commencement Certificate issued on 27-9-1999 in respect of the Building No. 21 constructed on the said

GREATER BOMBAY NOTARY

property. Hereto annexed and marked as **Annexure 'A'** collectively are the copies of the said I.O.D. and Commencement Certificate. The Plans of the said Building have been amended from time to time and got finally sanctioned from BMC under even number dated 17.5.2007 for stilts and twenty five upper floors.

ix) By an Agreement dated 29-6-2000 (hereinafter referred to as **"the Development Agreement"** made between the Society of the One Part and the Developer herein of the Other Part, the Society has appointed the said Developer for construction of interalia Building No. 21 on the said property and for allotment of flats of saleable area of 6484 square feet (as defined therein) as well as the parking spaces for vehicles under the stilts, in the basement as well as in the open space covered or uncovered, surrounding the said Building No. 21 (hereinafter referred to as **"the Project"**) in respect of the said building being constructed on the said property. Under the said Development Agreement, the society has also authorised the Developer, if it so desires, and subject to the sanction by the Brihanmumbai Municipal Corporation, to construct additional floors on the said building No.21 by taking any additional FSI under T.D.R. and in that event, the society shall have no right, claim or interest in such additional floors constructed if any by the Developer and that the Developer shall be free to deal with dispose off all the flats/premises constructed on such additional floors in any manner as the Developer may think fit or desire.

x) The Copy of the Property Register Card covering inter alia the area of the said property is annexed hereto and marked as **Annexure'B'.**

xi) In these circumstances, the Society has got constructed a building No.21 on the said property and obtained from B.M.C. the Occupancy Certificate bearing No.CE/6922/WS/AK dated 26th March 2008. A Copy of the said Occupancy Certificate is annexed hereto and marked as Annexure **"A-1".** The Developer is entitled to

allot, on ownership basis, flats of saleable area of 6484 sq. ft. (as defined in the Development Agreement) and the parking spaces for vehicles under the stilts, in the basement as well as in the open space covered or uncovered being the Project in respect of the said Building No. 21 known as "Samartha Aangan -I" constructed on the said property, as also all the flats/premises constructed on additional floors on the said building No.21 by taking additional F.S.I. under T.D.R. as mentioned in clause (VIII) above, and such flat allottees shall, in terms of Development Agreement, be admitted as members of the Society.

xii) Mahimtura and Company, Advocates & Solicitors, have investigated the title of the Society in respect of the said property and the authority of the Developer to allot the premises being the Project, in respect of the said building constructed thereon. The said Advocates & Solictiors, by their title cetificate dated 22.3.2005 opined that the title of the Society to the said property is free from all encumbrances and marketable and the Society is authorised to develop the said property and further, that the Developer is entitled to sell and dispose off the flats of saleable area of 6,484 sq. ft. as well as the parking lots for vehicles under the stilts, in the basement and in the open space covered or uncovered of the said building No. 21 being the Project thereat, as also all the flats / premises constructed on additional floors on the said building No. 21 by taking additional F.S.I. under T.D.R. as mentioned in clause (VIII) above. The Copy of the said title certificate is also annexed hereto and marked as **Annexure "C".**

xiii) The present layout and building plans, got sanctioned, may be required to be amended from time to time by the Society. The Allottee has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out on the larger property may take a very long time. Therefore the layout and building plans may be required

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to be amended, from time to time, and the Allottee has no objection to making such amendments.

xiv) The Developer has confirmed that the Allottee shall, in accordance with this Agreement, be allotted flat No.1803 admeasuring 542 sq. ft. Carpet area (Super built-up 836 sq. ft.) on the 18th floor in the said Building No.21 known as "Samartha Aangan -I" constructed on the said property.

xv) The Allottee has demanded from the Developer and the Developer has given inspection to the Allottee of all documents of title and other deeds, documents and writings relating to the said property including the plans, designs and specifications prepared by the Society's Architects, the Certificate of title, revenue records and such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act,1963 (hereinafter referred to as the "**said M.O.F. Act**") and the rules made thereunder.

xvi) Under Section 4 of the said M.O.F. Act, the parties are required to execute a written agreement for allotment of the said flat with the flat Allottee, being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.

THE OFFICE OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

xvii) The Allottee is aware that the development of the said property and the infrastructural development of the Larger Property shall be carried out over a long period of time and that although the building, in which, the flat hereby is agreed to be allotted, may be completed and the Allottee may be permitted to occupy the flat, the Society shall admit the Allottee as member only on completion of the entire work of development of the larger property, and upon confirmation being issued by the Developer. This Agreement is entered into by the Allottee on a specific understanding that the Allottee shall not insist upon being admitted as member of the Society, until the development of the entire larger property including

the said property is completed and that such admission as a member shall be only upon permission being issued by the said Developer herein.

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

1. The Society, through the said Developer, has constructed the Building No. 21 on the said property which is more particularly described in the **Second Schedule** hereunder written, in accordance with plans, designs, specifications, approved by the concerned local authorities and which have been verified and approved by the Allottee with such variations and modifications as the society may make from time to time. The name of the said building shall be "Samartha Aangan -I".

2. The Society has assured unto the Developer that in course of construction, it has observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any, which have been imposed by the concerned local authorities at the time of sanction of the said plans or thereafter.

3. Pursuant to the Development Agreement, the Developer hereby agrees to allot to the Allottee and the Allottee agrees to acquire and /or accept the allotment of flat No. 1803 admeasuring 542 sq. ft. Carpet area (Super built up 836 sq. ft.) on the 18th floor in the Building No. 21 i.e. "Samartha Aangan - I" constructed on the said property (hereinafter referred to as **"the premises"**) for the price of Rs. 96,14,000/- (Rupees Ninety Six Lacs Fourteen Thousand Only) to be paid to the Developer which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said premises (the nature, extent and description of the common areas and facilities are described in the **Third Schedule** hereunder written).

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4. The said sum of Rs. 96,14,000/- (Rupees Ninety Six Lacs Fourteen Thousand Only) has been paid by the Allottee to the Developer (the payment and receipt of which the Allottee and the Developer do and each of them doth hereby admit and acknowledge).

5. In addition to the abovementioned consideration money, the Allottee has paid to the Developer an additional amount as per details given below. The said amount shall carry no interest whatsoever.

i) Rs. 100.00 towards membership fee of the Society.

ii) Rs. 250.00 towards the share-money of the Society.

iii) Rs. 1,500.00 towards society formation and registration charges.

iv) Rs. 7,000.00 towards charges for meeting electric, water and gas meters etc. and also towards security deposit to be paid to BMC for permanent water connection to the Building.

v) Rs. 10,000.00 towards legal charges. (non-refundable)

vi) Rs.1,00,320.00 being the Deposit amount computed at the rate of Rs.5/- per sq. ft. of the super built-up area as indicated hereinabove, per month for 24 months for adjusting thereagainst municipal taxes; as well as other maintenance charges such as water charges, common electricity charges, lift maintenance, security charges, swimming pool & Health Club maintenance etc. payable from the date of occupancy certificate or from the date of taking keys of the premises or in terms of any other clause as may be provided hereinbelow, as the case may be, till the property is handed over to the Society.

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It is agreed that, in the event of the amount indicated from Sr. No. (i) to (vi) above, so deposited by the Allottee falls short of the expenses, or in the event of the additional Deposits being demanded by the Municipal corporation of Greater Mumbai or by the Electric Supply Company or by any other Authority/Agency, the Allottee shall forthwith, on demand by the Developer, pay and deposit with it such further amounts as may be so demanded by the Developer. Such further amounts also shall not carry any interest whatsoever.

6. It is agreed that, if at any time after the execution of this Agreement, any fresh or new taxes, charges, levies or any other amounts by whatever names they may be called or categoried, are imposed or any existing taxes etc. are restructured by the Central Government or the State Government or the B.M.C. or by any other Authority, which are eventually or, primarily to be paid by or recovered from or shared by the Allottee herein, then the Allottee shall from the appointed date i.e. the date from which such taxes etc. are payable as per the orders of the respective Governments or any other Authorities, whether retrospectively or prospectively, pay his/her/their share of such taxes etc. as may be payable by him/her/them, to the Developer/Society etc. as the case may be, immediately on receipt of an intimation or demand to that effect from the Developer/Society etc.

7. The Allottee hereby expressly consents to the Society to re-designing the building or the recreation area or internal roads and passages, swimming pools, gardens and such other area or areas, which the Society may desire to realign and re-design and the Allottee confirms that the Society shall be fully entitled to develop the said property described in the second Schedule hereunder written by exploiting and /or utilising all the F.S.I, which may become available on the said property or any part thereof or any adjoining property or properties as the case may be, until the entire F.S.I. available on the larger property including the said property is duly utilised by the Society and /or the other societies in the said lay out under the present

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Bombay Municipal Corporation Act, Development Control Rules; and their future amendment or amendments or re-enactments and also any additional, further or other F. S.I. which may become available by T. D. R. or by virtue of any new legislation or changes in the present statute, Act or rules, by virtue of any new scheme, directive or policy being decided, announced, adopted or introduced, either by the Brihanmumbai Municipal Corporation, Government of Maharashtra, Central Government or other body or authority at any time hereafter. The Allottee hereby irrevocably consents not to object to any amended building proposals and/or plans which may be submitted or got sanctioned by the Society, and/or the Developer in respect of putting up additiona l floors for the purpose of utilising F.S.I. or additional further F.S.I. which may become available on the said land as mentioned above; and this consent shall be deemed to be the consent granted under Section 7 (ii) of the Maharashtra Ownership Flats Act. The Society shall not, till then, be bound and shall not be called upon or be required to admit the Allottee as member of the Society till the said Developer gives its written permission to admit the Allottee as member and till the entire work of Development of the said property is complete. The Allottee agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

8. It is expressly agreed that the right of the Allottee under this Agreement is only restricted to the flat agreed to be allotted by the Developer and agreed to be acquired by the Allottee and all the other premises and portion or portions of the said property and the larger property and its adjoining pieces of land shall be the sole property of the Society and / or the said other Societies and, the Society and / or the said other Societies shall be entitled to develop the same in the manner deemed fit by them and the Developer shall be entitled to sell and / or deal with or dispose off the premises as mentioned in the Development Agreement without any reference or recourse or consent or concurrence from the Allottee in any manner whatsoever. The Allottee hereby confirms and

consents to the irrevocable right of the Society to construct the said Building "Samartha Aangan -I" on the said property in the manner deemed fit by the Society as also consents to the irrevocable right of the Developer to allot or dispose off the premises on the said property as mentioned hereinabove without any further or other consent or concurrence of the Allottee in future.

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9. The Allottee has made enquiries and is satisfied that the title of the Society to the said property described in the Second Schedule hereunder written is marketable and free from all encumbrances. The Allottee has inspected the original title certificate issued by Mahimtura and Company., Advocates & Solicitors. The Allottee hereby undertakes not to raise any objection to the title of the Society in respect of the said property and the Authority of Developer to allot the premises thereat as well as to allot the car parking spaces either under the stilts or in the basement of the said building or in the open space covered or uncovered around the said building.

10. It is expressly agreed that the said Building No. 21 in "Samartha Aangan -I" is (save and except garage, car parking space, area covering stilts) of R.C.C. structure with brick and / or cement block walls finished with cement plaster and the said premises contain specifications, fixtures, fittings and amenities as set out in the **Fourth Schedule** hereunder written and the Allottee hereby confirms that the Society and / or the Developer shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises.

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11. The Allottee shall be permitted to occupy the said premises as Licensee subject always to the provisions of clause No.12 herein below.

12. The Allottee shall occupy the said premises, immediately after making all the payments and dues payable by him/her/them under this Agreement in respsect of the said premises.

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13. Upon the occupation of the said Premises being delivered, the Allottee shall be entitled to use the said Premises for residdential/ or any other purpose as may be determined by the Municipal Corporation and other Authorities. The Allottee hereby agrees not to object to the user of other Premises in the said building for any purpose as may be permitted by the Municipal Corporation and other Authorities. Upon the allottee taking the occupation of the said Premises, he/she shall have no claim against the Developer or the Society in respect of any item of work not having been carried out, completed or otherwise.

14. The Allottee shall not use the Premises or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Premises in the building.

15. The Allottee shall not use or permit to be used the said Premises for any immoral activity or for any other purpose not permitted by the Municipal Corporation of Greater Mumbai and/or the society and/or by any Government order.

16. The Allottee shall, as and when permitted by the said Developer, be admitted as member of the Society and in this connection, the Allottee agrees, from time to time, to sign and execute the application for membership and other papers and documents necessary for becoming a member. No objection shall be taken by the Allottee, if any changes or modifications are made in the bye-laws of the Society.

17. On admission of the Allottee as a member of the Society, the Allottee shall be bound by the Regulations and Bye-Laws of the Society as in force from time to time.

18. Notwithstanding anything contained in this Agreement, the Allottee hereby agrees to contribute and pay his proportionate share towards the costs, charges, expenses, municipal taxes and

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outgoings in respect of the items specified in clause No. 5 hereto. Such share to be determined by the Society and / or the Developer having regard to the area of each flat premises/garage and/or in the manner as may be determined by the Municipal Corporation of Greater Mumbai and / or any other Authority. The Allottee will not be entitled to ask for adjustment of other deposit amounts mentioned herein, against the expenses, Municipal Taxe, and outgoings.

19. So long as each flat/premises / garage in the said Building No. 21 i.e. "Samartha Aangan - I' shall not be separately assessed for Municipal taxes, water taxes and all other outgoings, the Allottee shall pay to the Developer the Proportionate share of the Municipal tax, water tax and all other outgoings assessed on the whole building, such proportion to be determined by the Society and / or the Developer on the basis of the area of each premises / garage in the said building. The Allottee, along with the other Allottees will not require the Society/Developer, to contribute a proportionate share of the maintenance charges of the Premises / garage etc; which are not sold and disposed off by the Society/ Developer.

20. In the event of the Allottee not taking occupation of the said premises within the period granted to him/her/them to make balance payment of the cost of the said premises vide clause 4 hereinabove the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Saleable area of the said premises) of outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said Property and the said building from the date that falls immediately after the expiry of the said period. The Allottee also herely agrees and binds himself/ herself to pay regularly every month on or before the 5th day of each month,

his/her proportionate share in respect of the said outgoings as may be determined by the Developer and / or the Society.

21. The Allottee shall bear and pay the stamp duty and registration charges and all other charges payable, if any, in respect of the said flat, and the Developer shall not be liable or responsible for the same.

22. The Allottee, by himself / hereself / themselves, with intention to bring all persons into whose hands the said premises may hereinafter come, hereby covenant with the Society and / or the Developer as follows:

a) To maintain the said premises at the Allottee's own cost in good tenantable repair and condition from the date on which he takes occupation of the said flat and not to do or suffered to be done anything in or to the building in which the said premises is situated or to the staircase or any passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or not to change/ alter or make addition/s in or to the building in which the said premises is situated or the premises itself or any part thereof.

b) Not to store in the said premises, any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situtated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said premises is situated and in case any damage is caused to the building in which the premises is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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c) Not to carry out any additions, alterations inside or outside the said premises with or without the permission of the society/ developer and/or Municipal Authorities, which may cause any leakages and/ or damages whatsoever to the adjoining flats and / or the flats on the lower and /or upper floor, and in the event of the Allottee committing any act in contravention of this provision, the Allottee shall, at his/her/their own cost, repair any such leakages and /or damages in the adjoining, lower, upper flats, as the case may be, to the entire satisfaction of such flat purchasers.

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d) To carry out, at his/her own costs, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the society / developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the said premises is situated or in the said premises itself which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

e) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said flat or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said premises is situated is affected without the prior written permission of the Society/ Developer and shall keep the sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so, as to support, shelter and protect the other parts of the building in which the said premises is situated, and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the said premises.

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f) Not to do or permit to be done any act or thing, which may render void or voidable, any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said property and the building in which the said premises is situated.

h) Pay to the Society / Developer within 10 days of demand by the Society / Developer, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the building in which the said premises is situated.

i) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, as are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Allottee viz. user for any purpose other than for residential purpose.

j) The Allottee shall not sell, transfer, let, sublet or otherwise dispose off the said premises or any part thereof or part with his/her interest under this Agreement or part with possession of the said premises or any part thereof until all the dues payable by the Allottee to the Developer have been paid and provided, the Allottee shall have obtained prior written consent of the Developer and/or the Society as the case may be. In the event of the Allottee committing any default of this provision, it shall be at the option of the Developer and/or the Society as the case may be, to terminate this Agreement or the allotment of the said premises to the Allottee and to resume possession thereof.

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k) The Allottee shall, upon being admitted as member of the Society, observe and perform all the rules and regulations of the Society for the time being in force and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authority and/or of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Developer regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of the Agreement.

l) To permit the Society / Developer their surveyors and agents, with or without workmen and others, with or without instruments, at all reasonable times, to enter into and upon the said land and building or any part thereof, including the said premises, for the purpose of repairing any part of the Building and for laying cables, gas pipes, water pipes, sewers, gutters, covers, wires, partly structures and other conveniences belonging to or used for the Building in which the said premises is located and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the said premises or any other premises of the building in respect whereof the Allottee or occupier thereof shall have committed default in paying proportionate share of maintenance charges and / or water charges and / or electric charges, and also for inspecting the additions, alterations, repairs etc. if any, carried out inside or outside the said premises by the Allottee with or without permission of the Society, Developer and/or the Municipal and other authorities.

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23. IT IS HEREBY EXPRESSLY AGREED that on the Allottee being admitted as a member of the Society, he/she shall hold and /or occupy said premises as a member of the Society. 31

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof. The Allottee shall have no claim, save and except in respect of the said premises hereby agreed to be allotted to him and the Allottee shall have no claim except for going to and coming from the said premises allotted to him/her, in respect of open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces etc. which will remain the property of the Society.

25. Any delay tolerated or indulgence shown by the Society / Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Society/ Developer shall not be construed as a waiver on the part of the Society / Developer of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Society / Developers, as stipulated in this Agreement , or otherwise.

26. The Allottee, shall present this Agreement, as well as any other document which is required to be registered at the proper registration office for registration and inform the Developer about it immediately thereafter by furnishing them with a zerox copy of the enlodgement receipt, to enable the Developer to admit the execution of the document before the Registrar within the time limit prescribed by the Indian Registration Act, 1908, as amended from time to time.

27. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee Under Certificate of Posting and /or by Courier and/or by Registered Post at his/her address mentioned hereinabove.

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28. All costs, charges and expenses in connection with any document required to be executed by the Developer or by the Allottee, stamp duty and registration charges in respect of such document, as also the Municipal Taxes levied and payable during the period of construction, shall be borne by the Society or proportionately by the Allottees/members of such Society. The Developer shall not contribute anything towards such expenses. These charges will be payable by the Allottee as and when the respective charges are required to be paid.

29. It is also understood and agreed by and between the parties hereto that the terrace space, if any, in front of or adjacent to the terrace flats in the said building, shall belong exclusively to the respective Allottees of such terrace flats, only if and when such terrace space is specifically allotted, in writing, to such Allottees and not otherwise. The use of such terrace by such Allottees shall however be subject to such terms and conditions as are specified in Clause No. 31 below.

30. It is also understood and agreed by and between the parties hereto that the terrace space, if any, attached or adjacent to any flat in the said building, which is specified as fire refuge area, shall not be used at any time and in any manner by their Allottees of such flats or by the Allottees of any other flats in the said building and that the said fire refuge area shall, at all times, be kept free from any encumbrances.

31. It is also understood and agreed by and between the parties hereto that the terrace space other than the fire refuge area mentioned above in clause 30, if allotted to the Allottee, shall be subject to the below mentioned terms and conditions, which, the Allottee concerned shall follow scrupulously at all times:

i) The said terrace shall not be enclosed in any manner by the Allottee.

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ii) No addition/alterations of any type/kind shall be carried out to the said terrace.

iii) The said terrace shall not be used by the Allottee for preparing any garden or such other things as would spoil the existing character of the said terrace.

iv) The said terrace shall not be used by the Allottee for such purpose as would cause nuisance to the adjoining premises holders and/or to the premises holders on the lower and upper floors.

32. The Society shall always have a right to get the benefit of additional F.S.I. for construction from the Brihan-mumbai Municipal Corporation and also to make additions, alterations, raise stories or put up additional structures as may be permitted by the Municipal Corporation of Greater Mumbai and other competent authorities. Such additional structures and storeys will be the sole property of the Society alone who will be entitled to permit the Developer to sell and / or dispose off the same in the manner Developer deems fit in pursuance of the said Development Agreement mentioned hereinabove.

33. Similarly, the Society shall also have right and / or be entitled to purchase and / or acquire Transfer of Development rights (TDR) from the open market and consume the same on the said property and to make additions, alterations, raise storeys or put up additional structures. All such additions, alterations, raising storeys or additional structures, shall be the sole property of the Society, who shall be entitled to authorise the Developer in terms of the said Development Agreement to allot and / or otherwise deal with the same in the manner Developer deems fit.

34. The Allottee hereby expressly agrees and covenants with the Developer / Society that in the event of all the wings of the said proposed building on the said property and / or all the Buildings on the said property being not ready for occupation simultaneously and

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in the event of the Developer / Society offering licence to enter upon the said flat to the Allottee earlier than completion of all the wings and / or all the buildings on the said property it will be without any interference or objection by the Allottee. The Allottee further confirms that he / she / they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Developer/Society on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer / Society shall be entitled to either transfer or through any nominees, to construct and complete the said wing or wings or building or buildings on the said property as they may desire, in their absolute discretion without any interference or objection or dispute by the Allottee. The Allottee hereby consents to the same.

35. The Allottee shall observe, perform or comply with all the terms, conditions, covenants of this Agreement including payment of monthly outgoings, taxes etc. If the Allottee fails or is otherwise unable to observe, perform and / or comply with any of the terms, conditions and covenants of this Agreement, the Developer shall, without prejudice to any right that it may have against the Allottee be entitled to terminate this Agreement. On such termination the Allottee shall cease to have any right, title or interest in the said premises or any part thereof and the Developer shall be entitled to deal with or dispose off the said premises in such manner as it deems fit.

36. It is agreed that the Society shall be entitled, without affecting the rights of the Allottee, to the said property including the rights to revise the building plans in respect of the said building and to utilise the total F.S.I. and the development rights available in respect of the said property as the Society may desire and the Allottee hereby irrevocably consents to the right of the Society to revise and modify the building plans from time to time as agreed herein.

37. The Developer shall be entitled to construct in, over or around or above the terrace of the said Building or on ground or

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first floor, a Restaurant, Hotel, Guest House, Bar and conference Rooms, Public Galleries, Party Rooms, a Shopping Arcade, Marriage Hall, Recording Studio or other Studio, Receptions and / or premises to be used for Non-Residential purpose etc. (hereafter referred to as "**The said additional areas**") for themselves or dispose off the same or parts thereof to any person or persons, body or bodies Corporate, and the Buyers of such additional areas shall be admitted as Members of the said Society. The Developer or such Buyers or Transferees will have the unconditional and absolute rights to let out or grant a licence or run the said additional area or part thereof on royalty or monthly basis and on such terms and conditions as the Developer or such Buyers or Transferees, as the case may be, decide. Such contracts for letting, lease or licence or royalty or other basis shall be binding on all the allottees of flats/premises in the said building. The Developer and/or their aforesaid Buyers and Transferees and/or their assigns and/or their sucessors in title and/or their legal representatives and all persons patronising and visiting such premises shall, at all times, have the unobstructed, unconditional and absolute right and licence without any fee, premium or consideration or compensation to use and take advantage of and/or avail of all the access, staircase, lift, elevators, etc. leading to such premises and other said additional areas. The Developer or their Buyer and/or their successor - in - title shall, in respect of such said additional area, however, be liable to pay the Municipal taxes as may be assessed and/or leviable to them by the Municipal Corporation of Greater Mumbai and other outgoings in respect of the Building in the proportion to the area and use of their premises as compared to the total area in Building.

38. If any dispute or difference whatsoever arises between the parties hereto or their respective representatives or between one of the parties hereto and the representatives of the other or others of them touching this Agreement or any matter or things contained or the construction thereof or as to

Kasturi G Kakera GREATER BOMBAY NOTARY

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any matter in any way connected therewith or arising therefrom or the operation thereof or the rights and liabilities of either parties, then in any such case, the matter in difference and/or in dispute shall be referred to arbitration and such arbitration shall be governed and be subject to the provisions of the Arbitration & conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

39. This Agreement is subject to courts in Mumbai. All the disputes and differences between the parties hereto shall be resolved by and be adjudicated in the Courts in Mumbai and Courts in Mumbai alone have exclusive jurisdiction.

40. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Act 1963 and the rules made thereunder.

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

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

THE FIRST SEHEDULE ABOVE REFERRED TO

ALL THAT Piece or parcel of land or ground bearing Final Plot No.1, admeasuring about 1,02,230.6 sq. mts. or 1,22,267.8 sq. yds. or thereabouts (i.e. balance area after handing over western side 40ft. wide D. P. Road, F.S.I. to B.M.C.) situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub District of Mumbai City and suburban and forming part of Survey No. 41 and also forming part of CTS No.1 which piece of land is Subject matter of a scheme of lay out sanctioned by Brihanmumbai Municipal Corporation vide order dated 20th May 1994 bearing No. CE/1450/BSII/LOKWN and amended from time to time and bounded as follows that is to say :

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On or towards the North	:	By 90 ft. wide Development Plan Road
On or towards the East	:	By 44 ft. wide D.P. Road
On or towards the South	:	By 40 ft. wide D.P.Road and beyond that by land belonging to Apna Ghar Co-op. Housing Society Ltd. and
On or towards the West	:	By 40 ft. wide D. P. Road

SECOND SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land or ground bearing Plot No. 1-B admeasuring 21,926.111 square metres or thereabouts situate lying being at village Oshiwara, Taluka Andheri, Mumbai suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, K-West ward, part 12 and bearing C.T.S. No. 1/215 (part) Survey No. 41 (Part) and being the part of the layout scheme sanctioned in respect of the larger property referred to in the First Schedule hereinabove and bounded as follows :

On or towards the North	:	By lands belonging to Society unit No.s 3, 4 & 5
On or towards the South	:	By land belonging to Society Unit No. 13
On or towards the East	:	By land belonging to Society Unit No. 7 & 12 and 44 ft. wide D.P. Road.
On or towards the West	:	By lands belonging to Society Unit No. 8,9, 10 & 11 and 40 ft.wide D. P. Road.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

Kasturi G Kankera GREATER BOMBAY NOTARY

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THE THIRD SCHEDULE ABOVE REFERRED TO :

Common areas and facilities appurtenant to the flat are

1) Staircase

2) Staircase Landing

3) Entrance Hall

4) Common Passages

THE FOURTH SCHEDULE ABOVE REFERRED TO :

List of Amenities, Fixtures Etc.

1. The Building is of R.C.C. frame structure having 'A' Class elevation.

2. The main entrance to the building, staircase and lift is beautifully designed and decorated with flower beds, decorative lamps, marble / granite flooring etc.

3. There are two lifts for each wing with electronic digital display board.

4. The building has a combination of snowcem and texture colour on the external side and flats shall have oil bound distemper on POP finish from inside.

5. Night latch, magic eye, safety chain and necessary brass fittings are fitted on the main door.

6. All doors are flush doors are provided with necessary fittings of superior quality.

7. Aluminium sliding windows of heavy section with ball bearings are be provided for all windows except toilet windows where glass louvers with aluminium frame are provided.

8. Each flat has a concealed telephone wiring point and central cable point for TV with concealed wiring.

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9. All doors and windows are provided with brass fittings of superior quality.

10. Each toilet has full height dado of coloured tiles and a wash-basin matching the tiles.

11. Plumbing is concealed and conform to modern living requirements.

12. Boiler as well as Hot and Cold water mixer are provided in each bathroom.

13. Each flat has three phase concealed copper wiring and good quality switches.

14. Flooring in the Living Room is of either Italian Marble or Granamite, whereas in all other rooms it is of Granamite.

15. Kitchen platform of black Granite stone has provided. Full height Dado of decorative coloured tiles, above Kitchen platform as well as one exhaust fan and a water purifier has been provided in the kitchen.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA

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२००१	

Kasturi G Kulkarni GREATER BOMBAY NOTARY

TRUE COPY (202)

40

SIGNED, SEALED AND DELIVERED by the withinnamed "DEVELOPER" MESSRS SAMARTHA DEVELOPMENT CORPORATION, in the presence of....

FOR SAMARTHA DEVELOPMENT CORPORATION

PARTNER

SIGNED, SEALED AND DELIVERED by the withinnamed "ALLOTTEE" PGF LIMITED, in the presence of.....

Authorised Signatory, Authorised Signatory

P G F LIMITED ANDHERI MUMBAI

RECEIVED on or before the day and the year first hereinabove written from the ALLOTTEE a sum of Rs.96,14,000/- (Rupees Ninety Six Lacs Fourteen Thousand Only) payable by them to us as withinmentioned as per particulars given below.

Rs. 96,14,000/- paid by Ch. No.423919 dated 20.7.2009 on HDFC Bank Ltd., Rajouri Garden, New Delhi under Clause No.4.

Rs. 96,14,000/-

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI CO. 4 MUMBAI SUBURBAN DIST., BANDRA

We say Received

FOR SAMARTHA DEVELOPMENT CORPORATION

PARTNER

Witness :

12/9/2016.

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regn.No.548
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 03/06/2017

बदर - १५
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२०१

Reg. No. 2746 P.No. 47

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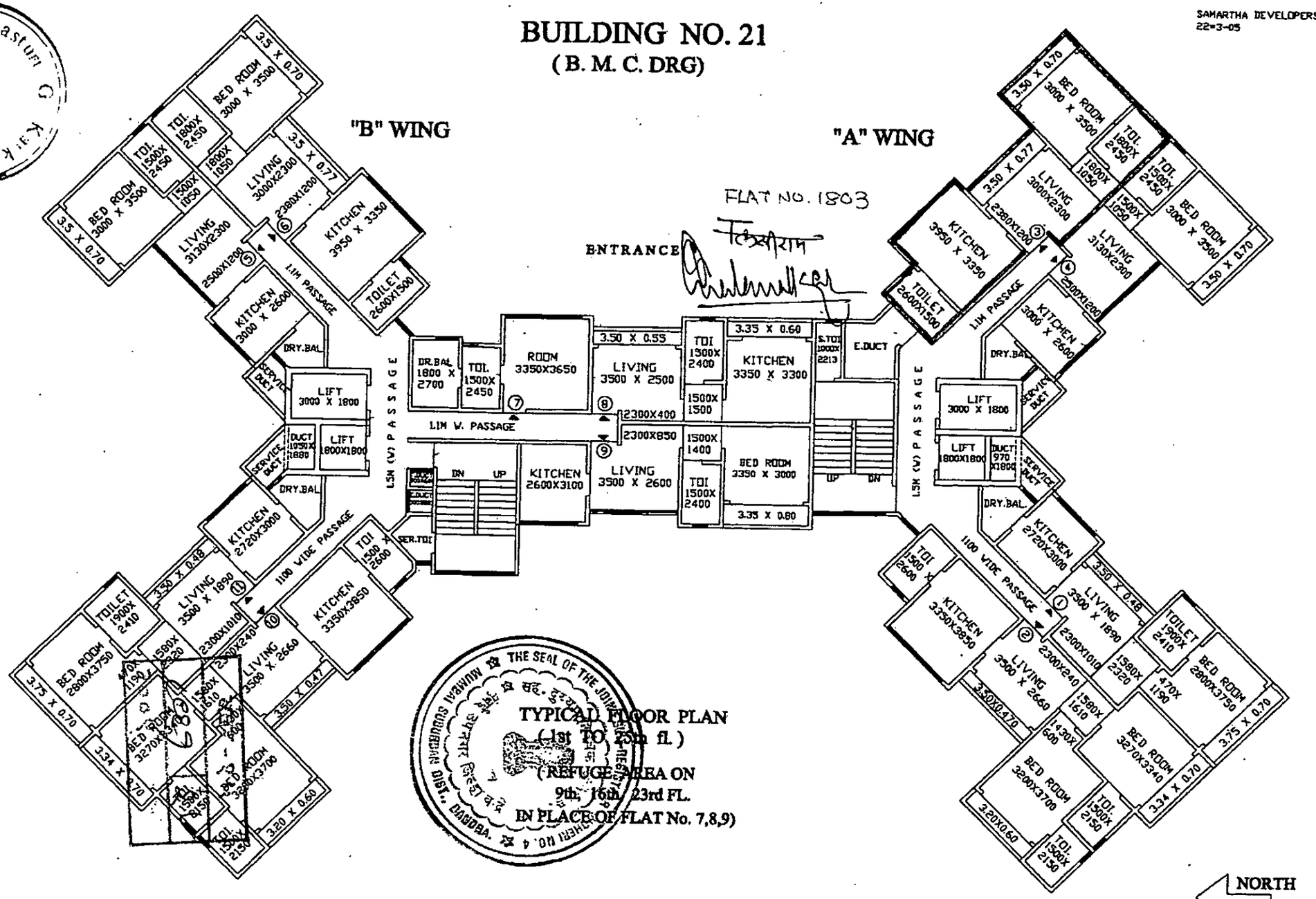
Kasturi G Karkera GREATER BOMBAY NOTARY

SAMARTHA DEVELOPERS
22-3-05

BUILDING NO. 21
(B. M. C. DRG)



TYPICAL FLOOR PLAN
(1st TO 25th fl.)
(REFUGE AREA ON
9th, 16th, 23rd FL.
IN PLACE OF FLAT No. 7,8,9)

TRUE COPY

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(201)

This I.O.D./C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1976

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(200)

BMPR—939-97-15,000 Forms.

EC/48 42

Form 346 / 88

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

Ex. Engineer Bldg. Proposal (W.S.)
H. and - K Wards.
Municipal Office, R. K. Patkar Marg
Bandra (West), Mumbai—400 050

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

No. EE.B./CE/ 6922 /WS/KK/BSA of of 199 -199

MEMORANDUM

03 JUL 1999 Municipal Office,

Mumbai 199

Shree Swami Samartha Prasanna Oshiwara Co.Op.Hsg.Soc. Ltd.

With reference to your Notice, letter No. 337 dated 20/5/1999 and delivered on .....199.... and the plans, Sections Specifications and Description and further particulars and details of your building, at Bldg.No.21, C.T.S.No.1/215, Village Oshiwara, Andheri(West), Mumbai. furnished to me under your letter, dated .....199.... I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corpoation Act as amended upto-date, my disapproval by thereof reasons :—

A) Conditions to be complied with before starting the work/before plinth C.C.

1. That the C.C. under section 44/69(1)(a) of the M.R. and T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides ofthe plot clear of the road widening line withfoundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession ofholding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. andwill not be levelled, rolled consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.(R.C.)/E.E.(S.W.D.) of W.S. before submitting B.C.C.
5. That the structural Engineer will not be appointed supervision memo as per Appendix XV (Regulation 5(3)(ix) will not be submitted by him.
6. That the structural Engineer designand calculations for the proposed work and for existing blg. showing adequacy thereof to take upst. additional load will not be submitted before C.C.
7. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T.&C.)/E.E.(D.P.)/D.I.L.R. before applying for C.C.
8. That the sanitary arrangement shall not be carried out as per Municipal Specifications and drainage layout will not be submitted before C.C.
9. That the R.U.T. and additional copy of the plan shall not be submitted for agreeing to handover the setback land free of compensation and that the setback handing over cft. will not be obtained from W.O. that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the I.B. indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work will not be submitted before C.C./starting the work.
11. That the requirements of N.O.C. of (i) B.S.E.S. (ii) A.A. & C.K/West, (iii) B.S.D.P. (iv) P.C.O.K/West (v) A.E.W.W.K/West. (vi) M.T.N.L. (vii) H.E. will not be obtained and the requisitions, if any, will not be complied with before occupation Cft./B.C.C.
12. That the qualified/registered site supervisor throughArchitect/Structural Engineer will not be appointed before applying for C.C.

....3.

Kasturi G. Kakera GREATER BOMBAY NOTARY

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requiements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the...2nd.....day of..July 2000.199 , but not so as to contravane any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

Executive Engineer, Building Proposals.
Zone, Wards.

SPECIAL INSTRUCTIONS.

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

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

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

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

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

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

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

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

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (*aa*) of the Bombay Municipal Corporation Act.

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval

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Kasturi G Kera GREATER BOMBAY NOTARY

8MPP-3170-95-10,00,000

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Gen.--162

44 (198)

बृहन्मुंबई महानगरपालिका

BRIHANMUMBAI MAHANAGARPALIKA

No.CE/6922/WS/AK of - 3 JUL 1999

13. That ~~xxxxxfied~~ extra water ~~xx~~and sewerage charges will not be paid to A.E.W.W.K/West Ward before C.C.
14. That the true copy of the sanctioned layout/sub-division/amalgamation approved under the T.&C. thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
15. That the development charges as per M.R.and T.P.(Amendment)Act, 1992 will notbe paid.
16. That the R.U.T. in presribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I.shall not be submitted before asking for C.C.
17. That the N.O.C.from Society along with extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
18. That the requisitepremium as intimated will not be paid before applying for C.C.
19. That the R.U.T.shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.

B) Conditions to be complied with before further C.C.

20. That the Notice in the form of Appendix XVII of D.C.Regn.shall not be submitted on completion of plinth.
21. That N.O.C.from Civil Aviation Deptt. will not be obtained for the proposed height of the Bldg.

C) General conditions to be complied before Occupation

22. That the conditions of Govt.order under No. _____ dated _____ shall not be complied with and that the Cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
23. That the some of drains will not be ~~xx~~ laid internally with C.I. pipes.
24. That the dust bin will not be provided as per C.E.'s Circular No.CE/9297/II of 26-6-1978.
25. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as pr his remarks and a completion Cft. will not be obtained and submitted before applying for Occupation Cft./B.C.C.
26. That 10'-0" wide paved pthway upto staircase ~~will not be~~ provided.
27. That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the Bldg.

...4.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI SUBURBAN DIST., BANDRA

Kasturi G Kukera GREATER BOMBAY NOTARY

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27) contd...
or submitting the B.C.C.whichever is earlier.

28. That the name plate/board showing plot No.Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.

29. That carriage entrance shall not be provided before starting the work.

30. That the parking spaces shall not be provided as per D.C. Regulation No.36.

31. That B.C.C.will not be obtained and I.O.D.and debries deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.

32. That the infrastructural works such as construction of hard holes/pan holes, ducts for under ground cables, concealed wiring inside the flats/rooms,rooms/spaces for telecom installations, etc. required for providing telecom services shall not be provided.

33. That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

34. That the letter box for all the flats at ground floor shall not be provided.

D) Conditions to be complied with before B.C.C.

35. That Cft.under section 270-A of B.M.C.Act will not be obtained from H.E.'s deptt. regarding adequacy of water supply.

Ask/25.6.99.

THE SEAL OF THE JOINT SUB-REGISTRAR VERSOVA MUMBAI SUBURBAN DIST. BORIVALI

Executive Engineer Building Proposal (W.S.)
K/East Wards

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Kastur G Kankera
GREATER BOMBAY
NOTARY

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No. EB/CE/6922 - 1885 . N/K - 3 JUL 1999 46 (196)

NOTES

(1) The work should not be started unless objections 1-9 are complied with.

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

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

(4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site for workers, before starting the work.

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

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

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

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

(9) No work should be started unless the structural design is apporved.

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

(11) The application for sewer street connections, if necesary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an foothpath.

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

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

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

(15) The aces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submition of the Building Completion Certificate.

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

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

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

(19) No work should be started unless the existing structures proposed to be demolished are demolished.

THE SUB REGISTRAR OF THE JOINT SUB REGISTRAR AND EX-OFFICIO NOTARY MUMBAI SUBURBAN DIST., BANDRA.

Kasturi G. Kalkera
GREATER BOMBAY
NOTARY

 TRUE COPY 47 (195)

(20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certifiate from the Housing Commissioner under Section 13(*b*) (II) of the Rent Act and in the event of your proceeding with the work either without an inimation about commencing the work under Section 347 (1) (*aa*) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.

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

(*i*) Specific plans in respect of eviciting or rehousing the existing tenants on your stating their number and the area in occupation of each.

(*ii*) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.

(*iii*) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

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

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

(24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1. metre.

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

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

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

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

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

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

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

(32) (*a*) Louvres should be provided as required by Bye-law No. 5 (*b*).
(*b*) Lintels or Arches should be provided over Door and Window opening.
(*c*) The drains should be laid as require under Section 234-1 (*a*).
(*d*) The inspection chamber should be plastered inside and outside.

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

Copy to Owner

Executive Engineer, Building Proposals

Zones.....K/W.....*Wards.*

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Kasturi G Kukera
GREATER BOMBAY
NOTARY

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

TRUE COPY 48 (199)

No.CE/6922/BSD/WS/AM/AK of 27 SEP 1999

COMMENCEMENT CERTIFICATE

"This I.O.D./C.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act. 1976

To,
Shree Swami Samarth prasanna
Oshivara East Co-op-Hsg.
Soc. Ltd. Mumbai

Sir,

With reference to your application No. 9446 dated 20-5-99 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Bldg. No. 21 CTS No. 1/215, at premises at Street — village Oshivara Plot No. S. No 41(Pt) situated at Andheri (West) Ward K/west.

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you.

5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-

(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri A.K. Kulkarni Asstt. ~~Executive~~ Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26 SEP 2000

This Commencement certificate is for carrying out the work upto/~~For~~ Stilt lt. i.e. 8'.6" only.
as per approved Plan dt. 3-7-99.

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

बदर - १५
CEE 39

~~Executive Eng.~~/Assistant Eng. Building Proposals
(Western Subs.) '~~H.&~~ K/West' ~~K/East & P~~' Wards'
FOR
MUNICIPAL CORPORATION FOR GREATER MUMBAI

CERTIFIED TRUE COPY
AJIT C. GUPTE

Kastur G Karkera
GREATER BOMBAY
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TRUE COPY
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(193)

Valid up to 26/9/2005

CB/6922 /DEP/WS/AK of
Further C.C. is now extended 1 DEC 2004
upto 69.45 m height + STILT + 11 T as per amended approved plan dt. 19/4/04

ASST. (WS) E/W

Valid up to 26/9/2007

CB/6922 /DEP/WS/AK of 4 JUN 2007
Further C.C. is now extended upto top of 25th floor + UMRATHI.
upto 80.20 m height as per A.A.P. dtd. 17/5/2007.

ASST. (WS) E/W & P.

CERTIFIED TRUE COPY

AJIT C. GUPTE
(ARCHITECT)

THE SEAL OF THE JOINT SUB-REGISTRAR MAZGAON NO. 4 MUMBAI SUBURBAN DIST.

बदर - १५
८८९ | ३२

Kasturi G Kukera
GREATER BOMBAY
NOTARY

TRUE COPY

TRUE COPY

(192)

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Ex. Engineer Bldg. Proposal (W.S.)
H and K - Wards
Municipal Office, R. K. Patkar Marg,
Bandra (W), Mumbai-400 050.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CE/6922/WS/AK

26 MAR 2008

FULL OCCUPATION CERTIFICATE

To
M/s. Shree Swami Samartha Prasasana Oshiwara (East) Co.Op.Hsg.Soc.Ltd.,
11-A, Suyash Near Amar Hind Mandal,
Gokhale Road (North),
Dadar,
Mumbai - 400021.

Sir,

The full development work of residential building No. 21 comprising of Stilt + 25 upper floors on plot bearing C.T.S.No. 1/215, S.No.41 (Pt.) of Village Oshiwara, situated at Shree Swmi Samartha Nagar, Andheri (West), Mumbai completed under the supervision of Shri. Ajit Gupte Licensed Architect, Licence No. CA/76/2994 may be occupied on the following condition :-

1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified completion plan is attached herewith.

Yours faithfully,

26/3/08

Executive Engineer
(Bldg. Proposals) W.S. [K/West & P

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 2 MUMBAI SUBURBAN DIST., BANDRA.

बदर - १५
ccg ku
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Kasturi G Kalera
GREATER BOMBAY
NOTARY

ANNEXURE 'B'

191

मालमत्तेच्या रजिस्टर कार्डातील उतारी

मालमत्ता आणि, जिल्हा [illegible] उपनगर, मुंबई

गाव क्र.

मोठी गावे: ओशिवरा

मिळकत नंबर	क्षेत्रफळ मीटरमध्ये	[illegible] प्रकार	[illegible]
1/245	७९६४७-८ + २७४१-८ हद्दपुनर्रचनी [illegible] ४५९४४-६ + २८०३-९ [illegible] १/२१६ चे [illegible] + ९२२२-५ [illegible] १/२१७ चे [illegible] ६७९५०-२	[illegible] ९	

[illegible] हक्क

[illegible] १९ [illegible]

[illegible]

[illegible]

[illegible]

तारीख १	परवहरि २	फाल्युन नंबर ३	नविन धारण करणाऱ्याचा (५), [illegible] (६) ४	सहीशिक्का ५
23/9/९९	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील क्र. [illegible] / का. ७ / पो. वि. / एस्. आर्. १९३६ दि. १२/१२/९६ चा आदेश व दि. [illegible]/१२/९५ चे पत्र, झकडील [illegible] र. नं. २५५/९४ दि. ३०/८/९४ चा [illegible] जाणारा [illegible] दि. ३०/१२/९५ चा [illegible] व झकडील आदेश क्र. जा. मि. / ओशिवरा / म. भू. क्र. ६ पै. / पो. वि. / ३५ दि. २३/१/९९ [illegible] जमीन [illegible]	स्वाधीन	(धा) [illegible] ओशिवरा पूर्व को. [illegible] सो. लि.	

[illegible]

(क्र. गा. पाया)

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GREATER BOMBAY
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१०/९५ मा. मंत्रमुख्य मंत्री (महा.) यांचे वाढीव आदेश क्रमांक सी. टी. एस. १९९६/३२२/म. मं. ८००८/ए-१ दि. ३०/१०/९६ व शासन निर्णय क्र. ज. भू. भा. १९९६/३२२/८००३/ए-१ दि. २२/५/९० अन्वये व अधीक्षक आदेश क्रमांक ज.भू. ओशिवरा / ज.भू. १ / ९५ दि. ३/१०/९५ ह्यी पुढ़ती मुळे येणारे वाढीव क्षेत्र २७४-८ चौ. मि. ची नोंद घेऊन एकुण क्षेत्र ९९३२४-६ चौ. मि. अशी नोंद केली.

सही/- ९/१०/९

ज.भू.अ.क्र.४

९/९८ मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे वाढीव क्र. सी. / बाधी ३ क्र / एकत्रिकरण / एस. आर. ओ-११५ दिनांक ५/८/१९९८ चे आदेश पारित झाल्याने व मा. ज. भू. अ. यांचे वाढीव आदेश क्र. ज. भू. ओशिवरा / ज.भू.क्र. १/२१५, १/२१६ व १/२१७ चा गिरफणीचे एकत्रिकरणाने ज.भू.क्र. १/२१५ कायम ठेवून ज.भू.क्र. १/२१६ चे क्षेत्र २८०३-१ चौ. मि. व ज.भू.क्र. १/२१७ चे क्षेत्र ९२२२-५ चौ. मि. ज.भू.क्र. १/२१५ चे एकुण क्षेत्र ६१९५०-२ चौ. मि. कायम केले व ज.भू.क्र. १/२१६ व १/२१७ च्या चोन्ही गिरफणा पत्रिका रद्द केल्या.

सही/- १६/९

ज.भू.अ. अंधेरी

अ.क्र. १७२
२३/९/९८ पोच. ५
१०-००
२३/९/९८
८/१०/९८
५०
१०-५०

THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI SUBURBAN DIST.

६१९५०/२३
पन्नास हजार फक्त पहाणा प्रतिक्र
दोन दस्तांना लागू.
८/१०/९८

नंबर - १५
९९९ | १८

TRUE COPY

Kastur G Kakera
GREATER BOMBAY
NOTARY

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Mahimtura & Co.

Advocates & Solicitors

S. C. Mahimtura
S. V. Dhond
B. J. Shah

V. S. Bandiwdekar
A. V. Tikekar
N. N. Toted

D. B. Mehta

Ref. No.

101/104, Banaji House,
361, D. N. Road, Fort,
Mumbai - 400 001. India
Tel. :2204 7859 / 2285 0827
Fax :91-022-2285 1927
E-mail:lex@mahimtura-law.com

TITLE CERTIFICATE

Re: **An immovable property being Building No.21 known as "Samartha Aangan – I" on a piece of land admeasuring 21926.111 square metres at Village Oshiwara, Taluka Andheri, District Bombay Suburban, bearing C.T.S. No. 1 / 215 (part), Survey No. 41 (part) and Plot No.1B.**

1. We have investigated the title of Shree Swami Samartha Prasanna Oshiwara (East) Unit No. 1 Co-operative Housing Society Ltd. society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Reg. No. BOM/W-KW/HSG/TC/8874/95-96 (hereinafter referred to as "**the Society**") in respect of an immovable property being a piece of land situated at Village Oshiwara, Taluka Andheri, District Bombay Suburban, bearing C.T.S. No. 1/215 (part), Survey No. 41 (part) being Plot No.1B admeasuring 21,926.111 square metres and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said property**").

2. The Society has come about as a sub-division of Shree Swami Samartha Prasanna Oshiwara (East) Co-operative Housing Society Ltd. registered under BOM/KW/HSG/(T.C)/1563/1984-85 (hereinafter referred to as " **the Mother Society**"). By virtue of a scheme under provision of Section 17 (1) (C) of the Maharashtra Co-operative Societies Act, 1960 (hereinafter called "**the said Act**") vide Order dated 9th May, 1995 bearing No. BOM/KW/HSG/SSSPOE/ Partition/924-1995 passed by the Deputy Registrar, Co-operative Societies (K-West Ward) Mumbai, the Mother Society has been split in 14 new Societies, one of them being the Society herein.

3. The Mother Society, prior to it being split-up was owner of larger piece of land admeasuring 1,04,348.864 sq. mtrs. equivalent to 1,24,801.241 sq. yards (subsequently

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GREATER BOMBAY
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on Survey found to admeasure 1,02,230.6 square meters, equivalent to 1,22,267.8 sq. yds.) bearing C.T.S. No. 1 (part) and Survey No. 41 (part) at Village Oshiwara, Taluka Andheri more particularly described in the First Schedule hereunder written (hereinafter referred to as the "**Larger Property**").

4. The Mother Society had got sanctioned from Brihanmumbai Municipal Corporation lay out vide order dated 20th May, 1994 bearing No.CE/1450/BSII/LOKWN in respect of the larger Property whereby provision is made for gardens, internal roads and buildings. The said layout plan has been amended from time to time.

5. By virtue of the scheme sanctioned vide order dated 9th May, 1995 of the Deputy Registrar Co-operative Societies, inter alia a portion bearing Plot No. 1-B admeasuring 23803.459 Sq. metres then belonged to the Society.

6. By a letter bearing No.BOM/K-W/B-2/ Transfer/Section 17 (1) (b)/683 dated 4 May 2000 issued by the Deputy Registrar Co-operative Societies, K-West-Ward under Section 17 (1) (b) of the Maharashtra Co-operative Societies Act, 1960, the approval has been granted to the transfer of two portions admeasuring 2582.50 square metres and 3118.25 square metres then inter alia belonging to the Society herein in favour of Shree Swami Samartha Prasanna Oshiwara (East) Unit No.11 Co-operative Housing Society Ltd. and Shree Swami Samartha Prasanna Oshiwara (East) Unit No.12 Co-operative Housing Society Ltd. respectively who in turn have transferred their respective portion of their properties to the Society. After these transfers, the Society was then entitled to the area of 24291.611 square meters. Subsequently, the Society has transferred an area of 2365.50 square meters, out of the said area of 24,291.611 square meters, to Shree Swami Samartha Prasanna, Oshiwara East Unit No. 12 Co-operative Housing Society Limited to which the approval has been granted by the Deputy Registrar, Co-operative Societies, K-West Ward, under his letter bearing No. Mumbai/K-West/permission/Swami

Kasturi G. Kakera GREATER BOMBAY NOTARY

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Samartha Hou/04/1157 dated 17 August 2004. Thus the Society is now entitled to the said property.

7. The Brihanmumbai Municipal Corporation has sanctioned the plans and issued I. O. D under No. CE/6922/WS/AK dated 3rd July 1999 and Commencement Certificate of even number dated 27th September 1999 in respect of the building No. 21 to be constructed inter alia on the said property. The plans for the building No.21 have been amended and duly sanctioned by the B.M.C. under even number dated 19th November 2004 for stilts and twenty-three upper floors.

8. By an Agreement dated 29th June 2000 (hereinafter referred to as "**the Development Agreement**") made between the Society of the One Part and Samartha Development Corporation of the Other Part, the Society has appointed the said Samartha Development Corporation as its Developer for construction of the said building on the said property in accordance with the said sanctioned plans.

9. Under the said Development Agreement the said Developer has been authorised for allotments of flats of saleable area of 6484 square feet (as defined therein) out of the area of 7933 square feet then sanctioned in respect of building No.21 being constructed on the said property as well as the parking spaces under the stilts and open ones thereat. Under the said Development Agreement it has also been agreed that in case any additional flats/premises are constructed over and above the said building No.21 by the Developer from the T.D.R. FSI arranged by the Developer entirely at the risk of the Developer as to cost and consequences, the Society shall not have any objection to the same and the Developer shall be free to dispose off the said flats/premises as it deems fit.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 SUBURBAN DIST., BOMBAY

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10. As per the declaration of the Society dated 22nd March 2005 it is inter alia represented that the said property is not encumbered and/or mortgaged.

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11. In these circumstances, we are of the opinion that the title of the Society to the said property is clear, marketable and free from all encumbrances. We are of the further opinion that subject to the terms of the Development Agreement dated 29th June 2000, the Developer is entitled to allot the flats of salable area of 6484 square feet in respect of the building No.21 being constructed on the said property as well as the parking spaces under the stilts and open parking spaces on the said property and enter into Agreements for allotment of the said flats/premises/parking spaces. We are of the further opinion that under the said Development Agreement, the Developer is also entitled to dispose off the flats/premises constructed over and above the said building No.21 from the T.D.R. FSI arranged by the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground sub final Plot No.1, admeasuring about 1,02,230.6 square metres or 1,22,267.8 square yards or thereabouts, (i.e. balance area after handing over certain D. P. Road F.S.I. to B. M. C.) situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub District of Bombay City and Suburban and forming part of Survey No. 41 above and also forming part of CTS No. 1 for which piece of land a lay out was sanctioned by Bombay Municipal Corporation vide order bearing No. CE/1450/BS II/LOKWN and bounded as follows that is to say:

On or towards the North	:	By 90 ft. wide D. P. Road.
On or towards the East	:	By 44 ft. wide D. P. Road.
On or towards the South	:	By 40 ft. wide D. P. Road and beyond that by land belonging to Apna Ghar Co-operative Housing Society Ltd; and
On or towards the West	:	By 40 ft. wide D. P. Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO :

Piece of land at Village Oshiwara, Taluka Andheri, District Bombay Suburban within the Registration District and Sub-district of Bombay City and Bombay Suburban bearing City Survey No. 1/215 (part) and Survey No. 41 (Part) being the part of the lay out scheme sanctioned in respect of the larger property referred to in the First Schedule hereinabove and bearing Plot No. 1B admeasuring 21,926.111 square metres and bounded as follows:-

On or towards the North	:	By the land belonging to Society Unit Nos.3,4 & 5
On or towards the South	:	By the property belonging to Unit No.13
On or towards the East	:	By the property belonging to Unit No.7 & 12 as also 44 ft. wide D. P. Road,
On or towards the West	:	By 40 ft. wide D. P. Road and also lands belonging to Society Unit Nos.8,9,10 & 11.

Dated this 22nd day of March, 2005

For Mahimtura and Company,

Partner

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 0 SUBURBAN DIST., BANDRA

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Kasturi G Kalkera
GREATER BOMBAY
NOTARY

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स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AABFS7753D

नाम /NAME

SAMARTHA DEVELOPMENT CORPORATION

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

01-08-1978

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BASEDA.

Kasturi G Kukera
ADVOCATE
BOMBAY
NOTARY

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pearls PGF LIMITED

EXTRACTS OF THE MEETING OF BOARD OF DIRECTORS OF PGF LIMITED HELD ON THURSDAY, 2ND JULY 2009 AT 10.30 A.M. AT 2ND FLOOR, VAISHALI BUILDING, PASCHIM VIHAR, NEW DELHI -110063

"RESOLVED THAT consent of the Board be and is hereby accorded for the purchase of three bed room residential flat admeasuring 1502 Sq.ft. situated at Flat No.1803/1804, 18th Floor, Building No. 21- I, 'A' Wing, Samartha Angan, Lokhandwala Complex, Andheri (West), Mumbai- 400 053, on the lines of the draft comprising all detailed terms & conditions duly considered and approved by the Board as well as initialed by the Chairman for the purpose of identification and for this purpose the authority of the Board be and is hereby conferred upon Mr. Tulsi Ram Manjeet Thakur, Aged 42 years, R/o Alsana House, Road No. 5, JVPD Scheme, Andheri West, Mumbai, Maharashtra, to sign/ execute the Sale Deed including registration thereof and to sign all documents, agreements, affidavits, indemnity, papers and other transfer documents whatsoever be deemed necessary and expedient for the said purpose and also to purchase stamp papers and to get the property endorsed in the favour of the Company and to appoint advocates, consultants, experts and to perform all such acts incidental thereto on behalf of the Board.

FURTHER RESOLVED THAT a copy of the said resolution duly certified by GM (Finance & Accounts) & Company Secretary of the Company be furnished to the concerned authorities for their reference and records."

Certified to be true copy
For PGF **LIMITED**

(PREM SETH)
GM (FINANCE & ACCOUNTS) & COMPANY SECRETARY

PGF LIMITED
2nd Floor Vaishali Building
Community Centre, Paschim Vihar,
New Delhi-110063

(Tulsi Ram Manjeet Thakur)

Signatures Attested:

(PREM SETH)
GM (FINANCE & ACCOUNTS) & COMPANY SECRETARY

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THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST.

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.:0172-2704992-4 Telefax: 2712024
H.O.:2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063. Ph.: 011-45545000 Fax:011-45545045

Kasturi G Kalkera
GREATER BOMBAY
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घोषणापत्र

मी सुरेंद्र जे. मालवणकर याद्वारे घोषित करतो की, दुय्यम निबंधक अंधेरी ४ यांचे कार्यालयात अधिकारपत्र या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. विकास मालवणकर व इ. यांनी दि. 6/5/2008 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :- 10/09/2009

कुलमुखत्यारपत्रधारक

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

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Kasturi G Kalkera
GREATER BOMBAY
NOTARY

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POWER OF ATTORNEY TO PRESENT DOCUMENTS FOR REGISTRATION

TO ALL MEN TO WHOM THESE PRESENTS SHALL COME, I Vikas Kamlakar Walawalkar residing at 19-B, Suyash, Gokhale Road (North), Dadar, Mumbai 400 028 and carrying on business in partnership in the name and style of (1) M/s. SAMARTHA DEVELOPMENT CORPORATION (2) M/S. VENUS HOUSING ENTERPRISE and (3) SHREE SWAMI SAMARTHA DEVELOPERS having registered office at 11-A, 'Suyash', Gokhale Road (North), Dadar, Mumbai - 400 028 SEND GREETINGS :

W H E R E A S:

1. The said firms of M/s Samartha Development Corporation (2) M/s. Venus Housing Enterprise and (3) Shree Swami Samartha Developers have been carrying on business as Builders, Building Contractors, Civil Engineers etc. for the last several years in Greater Mumbai.

2. In the course of the business of the said firms, as managing partner of the said firms have to execute several documents, for and on behalf of the said firms, either in respect of properties purchased by these firms or in favour of the flat purchasers, their societies and others in connection with sale of premises etc. which need registration at the offices of the Sub Registrar of Assurances in Mumbai City and Mumbai Suburban District.

3. Due to exigencies of work, I am not in a position to attend before the said Sub-Registrars of Assurances in Mumbai City and in Mumbai Suburban District personally every time and hence I am desirous of appointing some fit and proper person as my Attorney to present the documents signed by me for registration and to admit execution of all documents signed by me including receipt of consideration mentioned in the said documents and for the other incidental purposes hereinafter set forth.

...2

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

62

(180)

NOW KNOW ALL MEN BY THESE PRESENTS THAT I Vikas Kamlakar Walawalkar do hereby nominate, constitute and appoint Shri Surendra J. Malvankar residing at 10/A-304, Nalanda, Apna Ghar Unit No.2 Co-operative Housing Society Ltd., Shree Swami Samartha Nagar, Andheri (West), Mumbai - 400 053 to be my true attorney in my name and on my behalf to do and execute all or any of the acts, deeds and things hereinafter mentioned in connection with the documents executed by me viz.

1. To appear for and represent me before the Sub-Registrar of Assurances at Mumbai and Bandra or at any other place at all times as may be necessary and to present before them for registration all or any documents, deeds, conveyances mortgages or any other documents whatsoever including agreements for sale of flats or any premises made with the respective parties by the firm of M/s. Samartha Development Corporation or M/s. Venus Housing Enterprise or M/s. Shree Swami Samartha Developers and signed and executed by me personally as a partner thereof, to admit my signature and execution of the said various documents and to admit the receipt of consideration mentioned therein if necessary.

2. To do any act, deed or thing as may be necessary to complete the registration of the documents signed and executed by me in the manner required by law and when the documents are returned to the said firms after being duly registered give proper receipt and discharge for the same.

3. AND I, the said Vikas Kamlakar Walawalkar do hereby agree and declare that all acts, deeds and things done, executed or performed lawfully, by the said Shri Surendra J. Malvankar as my attorney pursuant to this power of attorney shall be valid and binding on me to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required.

.....3

Kasturi G Kakera
GREATER BOMBAY
NOTARY

TRUE COPY

TRUE COPY (79)

63

IN WITNESS WHEREOF I, the said Vikas Kamlakar Walawalkar have hereunto set my hand this 30th day of April 2008.

SIGNED SEALED AND DELIVERED)
By the withinnamed Shri Vikas)
Kamlakar Walawalkar in the)
presence of ... ...)

I accept

Shri Surendra J. Malvankar

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

बुदर - ९५
1669 40
२००९

Kasturi G Kakera
GREATER BOMBAY
NOTARY

TRUE COPY

(178)

64

१) मे. समर्थ डेव्हलपर्स कॉर्पोरेशन मे. बिझनेस हौसिंग प्रायव्हेट लि. व श्री स्वामी समर्थ डेव्हलपर्स चे भागीदार विकास कमलाकर पाध्यावलकर.

रा. ११-A लुथरा गोखले रोड दादर मुं २८

मुखत्यारनामा अधिप्रमाणन क्र. ९७०/

सदर मुखत्यारनामा आज तारीख 6/5/08 रोजी

श्री वरीलप्रमाणे

नी माझ्या समक्ष साक्षांकित करून दिला व त्याच्या

लिखीविषयी १) श्री रमाकांत परवळ

१) ३४४ /१० सिद्धीकृपा कोकर नं.३ चारकोप कांदीवली

२) लुभाष सोळंखी - रा. मु-पो-मोडावे, महाड

जि. रायगड

यांनी माझी खात्री पटविली

अधिप्रमाणन फी रु. 25/- दिनांक 6/5/08

सदर मुखत्यारपत्रात कोणतीही खाडाखोड किंवा दुरूस्ती केलेली नाही.

06 MAY 2008

सह दुय्यम निबंधक
मुंबई शहर क्र. १

बदर - १५
८९९ / ५७
२००९

Kasturi G Karkera
GREATER BOMBAY

TRUE COPY

(177)

65

Election Commission of India
भारत निवडणूक आयोग
IDENTITY CARD
ओळखपत्र

MH/03 /012/076245

Elector's Name मतदाराचे नांव	Salve Subhash साळवे सुभाष
Father's / Mother's/ Husband's Name वडील/आई/पतीचे नांव	Yashwant यशवंत
Sex / लिंग	M / पु
Age as on 1.1.98 1.1.98 रोजी वय	33

Address / पत्ता
246 At. Po. Mandale, Tal. Mahad, Dist. Raigad

248 मु. पो. मांडले, ता. महाड, जि. रायगड

Electoral Registration Officer
मतदार नोंदणी अधिकारी
For 012-MAHAD Assembly Constituency
012-महाड विधानसभा मतदारसंघाकरिता

Place : MAHAD
स्थळ : महाड

Date / दिनांक : 05/01/2000

This card may be used as an identity card under different Government schemes
हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून उपयोगात आणता येईल

SEAL OF THE SUB-REGISTRAR BOMBAY

OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 KURLA SUBURBAN DIST., BANDRA.

अदर - १५
८९९ | ५२
२००२

Kastur G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY (176)

66

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAMAKANT S THARWAL

SHASHIKANT MADHUKAR THARWAL

15/04/1983

Permanent Account Number

AGJPT2529C

Signature

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:
आयकर पैन सेवा इकाई, एन एस डी एल
पहली मंजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग,
लोअर परेल, मुंबई–400 013.

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S.B.Marg, Lower Parel, Mumbai - 400 013.
Tel: 91-22-2499 4600, Fax: 91-22-2495 0664
email: tinfo@nsdl.co.in

बदर - १५
1289 | 43

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

(175)

67

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAZPS3175R

नाम /NAME

SHANAWAZ SULMAN SHAIKH

पिता का नाम /FATHER'S NAME

SULMAN SHAIKH

जन्म तिथि /DATE OF BIRTH

09-07-1964

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

TRUE COPY

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST., BANDRA.

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

DAYANAND S KESARKAR

SHYAMSUNDAR NARAYAN KESARKAR

09/09/1987

Permanent Account Number

ARQPK3413J

Signature

29072006

नोंदणी - २५

1229/48

२००९

Kasturi G Karkera

GREATER BOMBAY

NOTARY

दस्त गोषवारा भाग - 2

बदर15
दस्त क्रमांक (8961/2009)

173

69

दस्त क्र. [बदर15-8961-2009] चा गोषवारा
बाजार मुल्य :6665802 मोबदला 9614000 भरलेले मुद्रांक शुल्क : 483300

दस्त हजर केल्याचा दिनांक :29/09/2009 01:28 PM
निष्पादनाचा दिनांक : 25/08/2009
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) अभिहस्तातंरणपत्र
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 29/09/2009 01:28 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 29/09/2009 01:31 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 29/09/2009 01:32 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 29/09/2009 01:32 PM

दस्त नोंद केल्याचा दिनांक : 29/09/2009 01:32 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.
1) दयानंद केसरकर- - ,घर/फ़्लॅट नं: ओ/20, हाफकिन, परेल, मुं 12
गल्ली/रस्ता: -
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गावः-
तालुका: -
पिन: -
2) शहानवाझ शेख - - ,घर/फ़्लॅट नं: ओशिवरा गार्डन व्यू सोसा. 1/28, अंधेरी 53
गल्ली/रस्ता: -
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गावः-
तालुका: -
पिन: -

पावती क्र.:8983 दिनांक:29/09/2009
पावतीचे वर्णन
नांव: पी जी एफ लिमिटेड चे ऑथो सिग्नेटरी तुलसीराम गनजित ठाकूर
- -

30000 :नोंदणी फी
1100 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

31100: एकूण

दु. निबंधकाची सही, सह दु.नि.का-अंधेरी 4

बदर - १५
८९९ | ५९
२००९

दु. निबंधकाची सही
सह दु.नि.का-अंधेरी 4

प्रमाणेत करणेत येते की, या दस्तामध्ये एकूण ५९ पाने आहेत.

सह. दुय्यम निबंधक अंधेरी क्र.४
मुंबई उपनगर जिल्हा

बदर - १५/ ८९९ /२००९
पुस्तक क्रमांक १ क्रमांक ८९९ वर
नोंदला :
दिनांक : २९/९/०९

सहदुय्यम निबंधक, अंधेरी क्र. ४,
मुंबई उपनगर जिल्हा

DSUMRY:044333SR401 Prepared on: 29/09/2009 13:32:54

1 of 1

TRUE COPY

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

1804 (171)

71

Annexure A

SALE DEED

BETWEEN

SAMARTHA DEVELOPMENT CORPORATION

AND

P. G. F. LTD.

Flat No. _____,
Samartha Aangan, Building No. _____,
Oshiwara, Andheri (W), Mumbai - 400 053.

SUFI ESTATE CONSULTANTS & DEVELOPERS
SHAHNAWAZ S. SHAIKH - 98210 45039

Kasturi G. Kakera
GREATER BOMBAY
NOTARY

दुय्यम निबंधक: सह दु.नि.का-अंधेरी 4

(170)

दस्तक्रमांक व वर्ष: 8962/2009

Tuesday, October 06, 2009
5:11:02 PM

सूची क्र. दोन INDEX NO. II

72

नोंदणी 63 म.
Regn. 63 m.e.

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) अभिहस्तातंरणपत्र
*(25-ड) निवासि जागा (सहकारी संस्था/मालकी (ओनरशीप) फ्लॅटस) संबंधी असेल तर
मोबदला रू. 7,659,000.00
बा.भा. रू. 5,310,162.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1 वर्णनः विभागाचे नाव - ओशिवरे (अंधेरी), उपविभागाचे नाव - 50/240 - भुमाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड. सदर मिळकत सि.टी.एस. नंबर - 1 मध्दे आहे. ---------- सदनिका क्र 1804, 18 वा मजला, समर्थ आंगण-1, बिल्डिंग नं 21, के एल वालावलकर मार्ग, स्वामी समर्थ नगर, अंधेरी प मुं 53-

(3)क्षेत्रफळ (1)बांधीव मिळकतीचे क्षेत्रफळ 61.89 चौ.मी. आहे.

(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 (1) मे. समर्थ डेव्हलपर्स्न्ट कार्पोरेशन चे भागीदार विकास के वालावलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 11 अे, सुयश गोखले रोड, दादर प मु 28; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: पॅन नंबर: AABFS7753D

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) पी.जी एफ लिमिटेड चे ऑथो.सिग्नेटरी तुलसीराम मनजित ठाकूर -; घर/फ्लॅट नं: दुसरा मजला, वैशाली बिल्डिंग, पश्चिम विहार, न्यू दिल्ली, आज मुंबईत; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नंबर: AABCP2805N

(7) दिनांक करून दिल्याचा 25/08/2009

(8) नोंदणीचा 29/09/2009

(9) अनुक्रमांक, खंड व पृष्ठ 8962 /2009

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 365550.00

(11) बाजारभावाप्रमाणे नोंदणी रू 30000.00

(12) शेरा

नक्कल केली,
नक्कल वाचली,
सुजाण केली.

श्री. रोहन मठकर यांना त्यांचे
वा. 8/10/2009 च्या अर्ज क्र. 693/09
नुसार नक्कल दिली. पान 827/09
दिनांक : 8/10/2009

सही/- ज.पो.पाळणे
सह. दुय्यम निबंधक अंधेरी-४,
मुंबई उपनगर जिल्हा.

खरी प्रत

सह. दुय्यम निबंधक, अंधेरी क्र. ४,
मुंबई उपनगर जिल्हा.

Kasturi G Kalkera GREATER BOMBAY NOTARY

TRUE COPY

TRUE COPY

73 (169)

Tuesday, September 29, 2009

1:39:12 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8984

गावाचे नाव ओशिवरा

दिनांक 29/09/2009

दस्तऐवजाचा अनुक्रमांक वदर15 08962 2009

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र (25-ड) निवासि जागा (सहकारी संस्था/मालकी (ओनरशीप) फ्लॅटस) संबंधी असेल तर

सादर करणाराचे नाव: पी जी एफ लिमिटेड चे-आर्थी सिग्नेटरी तुलसीराम मनजित ठाकूर

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (56)	:-	1120.00
एकूण	रु.	31120.00

आपणास हा दस्त अंदाजे 1:53PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.का-अंधेरी 4

बाजार मुल्य: 5310162 रु. मोबदला: 7659000रु.

भरलेले मुद्रांक शुल्क: 365600 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एच डी एफ सी बँक;

डीडी/धनाकर्ष क्रमांक: 003561; रक्कम: 30000 रू.; दिनांक: 12/08/2009

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON 3/10/09

Kaushik G. Kotra
ADVOCATE
BOMBAY
NOTARY

TRUE COPY

21/18 ५ (168)

74

THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP
Estd.1906

Customer Copy 680948

Branch: Vile Parle-e Date: 17/8/09

Rs. 3,65,600/-

Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	Rs.	365600/-
Service Charges	Rs.	10/-
Total	Rs.	365600/-

Name & Address of Stamp duty paying party
PGF LIMITED

Tel. No.: / Mobile No.:
Purpose of Transaction
in cash for Franking Documents
Rs. 365600/-

HDFC Bank
P.O. No. 490384

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

COSMOS (Bot Bank's Use only)
VILE-PARLE (E)
Tran ID 1025024
Franking Sr. No. 146162
17 AUG 2009
FOR FRANKING CHEQUE RECEIVED
Service Tax Reg. No. AAATC0742KST003

For The Cosmos Co-op. Bank Ltd.
Authorised Signatory

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This Agreement is made at Mumbai this 25th day of August 2009 **Between Samartha Development Corporation,** a partnership firm, duly registered under the Indian Partnership Act, 1932 and having its Registered Office at 11-A, Suyash, Gokhale Road (North), Dadar, Mumbai - 400 028, hereinafter referred to as **"the Developer"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners and their respective heirs, executors and administrators and assigns) of the **One Part and** PGF LIMITED, having their office at 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi - 110 063, hereinafter referred to as **"the Allottee"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **Other Part.**

Rs. Three lakh sixty five Thousand six Hundred only

The Cosmos Co-Operative Bank Ltd. Vile Parle Branch, Saraswati Niwas, Plot No-45, TPS-1 CTS No 50/A, Hanuman Road, Vile Parle (E), Mumbai-400 057.
D-5/STP/VHC.R.1004/06/2004-1762-640 4

भारत 25024 146162 Special Adhesive महाराष्ट्र AUG 17 2009
ZERO THREE SIX FIVE SIX ZERO ZERO 17:30
NDA STAMP DUTY MAHARASHTRA Rs 0365600/-PB5114
For The Cosmos Co-op. Bank Ltd.
Authorised Signatory
Sanjay A. Oak

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WHEREAS:

i) Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Limited. is the Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 (hereinafter callled the "said Act") under registration No. BOM/W-K/W/HSG/TC/8874/95-96 dated 9th May 1995 (hereinafter referred to as **"the Society")**. The Society has come into existence pursuant to the sub-division of Shree Swami Samartha Prasanna Oshiwara East Co-operative Housing Society Limited, registered under BOM/KW/HSG/(T.C.)/1563/1984-85 (hereinafter called **"the Mother Society")**. By virtue of a scheme under provision of Section 17 (1)(c) of the said Act vide Order dated 9th May 1995 bearing No. BOM/KW/HSG/SSSPOE/Partition/924-1995 passed by the Deputy Registrar, Co-operative Societies (K-West Ward) Mumbai, the Mother Society has been split in 14 new Societies, one of them being the Society herein.

ii) The Mother Society, prior to being split-up, was owner of larger piece of land admeasuring 1,04,348.864 square metres, equivalent to 1,24,801. 241 Square yards (subsequently on survey found to admeasure 1,02,230.6 square metres equivalent to 1,22,267.8 square yards) bearing C.T.S. No.1 (part) and Survey No. 41 (part) at Village Oshiwara, Taluka Andheri more particularly described in the First Schedule hereunder written (hereinafter referred to as **"the Larger Property)**.

iii) The Mother Society had got sanctioned from Brihanmumbai Municipal Corporation lay out vide order dated 20th May 1994 bearing No. CE/1450/BSII/LOKWN in respect of the Larger Property whereby provision is made for gardens, internal roads and buildings which has been amended from time to time.

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iv) By virtue of the scheme sanctioned vide order dated 9th May 1995, a portion of the Larger Property came to be vested in the Society however, the scheme whereby the portion originally alloted to the Society has been amended.

v) The amendment of the scheme has been effected by a letter bearing No. BOM/K-W/B-2/Transfer/Section 17 (1) (b)/683 dated 4th May 2000 issued by the Deputy Registrar Co-operative Societies, K-West Ward under Section 17(1) (b) of the said Act whereby approval has been accorded for exchanging two portions of land each admeasuring 3094.451 square metres (one belonging to Shree Swami Samartha Prasanna Oshiwara East Unit No. 11 Co-operative Housing Society Limited and the other to Shree Swami Samartha Prasanna Oshiwara East Unit No. 12 Co-operative Housing Society Limited) for the Portions of the lands which were alloted to the Society.

vi) By a letter bearing No.Mumbai/K-West/Permission/1557/ Swami Samartha Hou/04 dated 17.08.2004 from Deputy Registrar, Co-operative Societies, K-West Ward, Mumbai an approval has been granted to the mutually agreed arrangement of transfer of certain portion out of the property belonging to Shree Swami Samartha Prasanna Oshiwara East Unit No.1 Co-operative Housing Society LTd., unto Shree Swami Samartha Prasanna Oshiwara East Unit No.12 Co-operative Housing Society Ltd.,

vii) Thus the Society is now entitled to interalia a portion of larger property bearing plot No.1B admeasuring 21,926.11 square metres more particularly described in the second Schedule hereunder written (hereinafter referred to as **"the said property"**)

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viii) The Brihanmumbai Municipal Corporation has sanctioned the plans and issued IOD under No. CE/6922/WS/AK dated 3-7-1999 and the Commencement Certificate issued on 27-9-1999 in respect of the Building No. 21 constructed on the said

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property. Hereto annexed and marked as **Annexure 'A'** collectively are the copies of the said I.O.D. and Commencement Certificate. The Plans of the said Building have been amended from time to time and got finally sanctioned from BMC under even number dated 17.5.2007 for stilts and twenty five upper floors.

ix) By an Agreement dated 29-6-2000 (hereinafter referred to as **"the Development Agreement"** made between the Society of the One Part and the Developer herein of the Other Part, the Society has appointed the said Developer for construction of interalia Building No. 21 on the said property and for allotment of flats of saleable area of 6484 square feet (as defined therein) as well as the parking spaces for vehicles under the stilts, in the basement as well as in the open space covered or uncovered, surrounding the said Building No. 21 (hereinafter referred to as **"the Project"**) in respect of the said building being constructed on the said property. Under the said Development Agreement, the society has also authorised the Developer, if it so desires, and subject to the sanction by the Brihanmumbai Municipal Corporation, to construct additional floors on the said building No.21 by taking any additional F.S.I. under T.D.R. and in that event, the society shall have no right, claim or interest in such additional floors constructed if any, by the Developer and that the Developer shall be free to deal with/dispose off all the flats/premises constructed on such additional floors in any manner as the Developer may think fit or desire.

x) The Copy of the Property Register Card covering inter alia the area of the said property is annexed hereto and marked as **Annexure'B'.**

xi) In these circumstances, the Society has got constructed a building No.21 on the said property and obtained from B.M.C. the Occupancy Certificate bearing No.CE/6922/WS/AK dated 26th March 2008. A Copy of the said Occupancy Certificate is annexed hereto and marked as Annexure **"A-1".** The Developer is entitled to

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allot, on ownership basis, flats of saleable area of 6484 sq. ft. (as defined in the Development Agreement) and the parking spaces for vehicles under the stilts, in the basement as well as in the open space covered or uncovered being the Project in respect of the said Building No. 21 known as "Samartha Aangan -I" constructed on the said property, as also all the flats/premises constructed on additional floors on the said building No.21 by taking additional F.S.I. under T.D.R. as mentioned in clause (VIII) above, and such flat allottees shall, in terms of Development Agreement, be admitted as members of the Society.

xii) Mahimtura and Company, Advocates & Solicitors, have investigated the title of the Society in respect of the said property and the authority of the Developer to allot the premises being the Project, in respect of the said building constructed thereon. The said Advocates & Solictiors, by their title cetificate dated 22.3.2005 opined that the title of the Society to the said property is free from all encumbrances and marketable and the Society is authorised to develop the said property and further, that the Developer is entitled to sell and dispose off the flats of saleable area of 6,484 sq. ft. as well as the parking lots for vehicles under the stilts, in the basement and in the open space covered or uncovered of the said building No. 21 being the Project thereat, as also all the flats / premises constructed on additional floors on the said building No. 21 by taking additional F.S.I. under T.D.R. as mentioned in clause (VIII) above. The Copy of the said title certificate is also annexed hereto and marked as **Annexure "C".**

xiii) The present layout and building plans, got sanctioned, may be required to be amended from time to time by the Society. The Allottee has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out on the larger property may take a very long time. Therefore the layout and building plans may be required

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to be amended, from time to time, and the Allottee has no objection to making such amendments.

xiv) The Developer has confirmed that the Allottee shall, in accordance with this Agreement, be allotted flat No.1804 admeasuring 432 sq. ft. Carpet area (Super built-up 666 sq. ft.) on the 18th floor in the said Building No.21 known as "Samartha Aangan -I" constructed on the said property.

xv) The Allottee has demanded from the Developer and the Developer has given inspection to the Allottee of all documents of title and other deeds, documents and writings relating to the said property including the plans, designs and specifications prepared by the Society's Architects, the Certificate of title, revenue records and such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act,1963 (hereinafter referred to as the **"said M.O.F. Act"**) and the rules made thereunder;

xvi) Under Section 4 of the said M.O.F. Act, the parties are required to execute a written agreement for allotment of the said flat with the flat Allottee, being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.

xvii) The Allottee is aware that the development of the said property and the infrastructural development of the Larger Property shall be carried out over a long period of time and that although the building, in which, the flat hereby is agreed to be allotted, may be completed and the Allottee may be permitted to occupy the flat, the Society shall admit the Allottee as member only on completion of the entire work of development of the larger property, and upon confirmation being issued by the Developer. This Agreement is entered into by the Allottee on a specific understanding that the Allottee shall not insist upon being admitted as member of the Society, until the development of the entire larger property including

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the said property is completed and that such admission as a member shall be only upon permission being issued by the said Developer herein.

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

1. The Society, through the said Developer, has constructed the Building No. 21 on the said property which is more particularly described in the **Second Schedule** hereunder written, in accordance with plans, designs, specifications, approved by the concerned local authorities and which have been verified and approved by the Allottee with such variations and modifications as the society may make from time to time. The name of the said building shall be "Samartha Aangan -I".

2. The Society has assured unto the Developer that in course of construction, it has observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any, which have been imposed by the concerned local authorities at the time of sanction of the said plans or thereafter.

3. Pursuant to the Development Agreement, the Developer, hereby agrees to allot to the Allottee and the Allottee agrees to acquire and /or accept the allotment of flat No. 1804 admeasuring 432 sq. ft. Carpet area (Super built up 666 sq. ft.) on the 18th floor in the Building No. 21 i.e. "Samartha Aangan - I" constructed on the said property (hereinafter referred to as **"the premises"**) for the price of Rs. 76,59,000/- (Rupees Seventy Six Lacs Fifty Nine Thousand Only) to be paid to the Developer which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said premises (the nature, extent and description of the common areas and facilities are described in the **Third Schedule** hereunder written).

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4. The said sum of Rs. 76,59,000/- (Rupees Seventy Six Lacs Fifty Nine Thousand Only) has been paid by the Allottee to the Developer (the payment and receipt of which the Allottee and the Developer do and each of them doth hereby admit and acknowledge).

5. In addition to the abovementioned consideration money, the Allottee has paid to the Developer an additional amount as per details given below. The said amount shall carry no interest whatsoever.

i) Rs. 100.00 towards membership fee of the Society.

ii) Rs. 250.00 towards the share-money of the Society.

iii) Rs. 1,500.00 towards society formation and registration charges.

iv) Rs. 7,000.00 towards charges for meeting electric, water and gas meters etc. and also towards security deposit to be paid to BMC for permanent water connection to the Building.

v) Rs. 10,000.00 towards legal charges. (non-refundable)

vi) Rs. 79,920.00 being the Deposit amount computed at the rate of Rs.5/- per sq. ft. of the super built-up area as indicated hereinabove, per month for 24 months for adjusting thereagainst municipal taxes; as well as other maintenance charges such as water charges, common electricity charges, lift maintenance, security charges, swimming pool & Health Club maintenance etc. payable from the date of occupancy certificate or from the date of taking keys of the premises or in terms of any other clause as may be provided hereinbelow, as the case may be, till the property is handed over to the Society.

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It is agreed that, in the event of the amount indicated from Sr. No. (i) to (vi) above, so deposited by the Allottee falls short of the expenses, or in the event of the additional Deposits being demanded by the Municipal corporation of Greater Mumbai or by the Electric Supply Company or by any other Authority/Agency, the Allottee shall forthwith, on demand by the Developer, pay and deposit with it such further amounts as may be so demanded by the Developer. Such further amounts also shall not carry any interest whatsoever.

6. It is agreed that, if at any time after the execution of this Agreement, any fresh or new taxes, charges, levies or any other amounts by whatever names they may be called or categoried, are imposed or any existing taxes etc. are restructured by the Central Government or the State Government or the B.M.C. or by any other Authority, which are eventually or, primarily to be paid by or recovered from or shared by the Allottee herein, then the Allottee shall from the appointed date i.e. the date from which such taxes etc. are payable as per the orders of the respective Governments or any other Authorities, whether retrospectively or prospectively, pay his/her/their share of such taxes etc. as may be payable by him/her/them, to the Developer/Society etc. as the case may be, immediately on receipt of an intimation or demand to that effect from the Developer/Society etc.

7. The Allottee hereby expressly consents to the Society to re-designing the building or the recreation area or internal roads and passages, swimming pools, gardens and such other area or areas, which the Society may desire to realign and re-design and the Allottee confirms that the Society shall be fully entitled to develop the said property described in the second Schedule hereunder written by exploiting and /or utilising all the F.S.I, which may become available on the said property or any part thereof or any adjoining property or properties as the case may be, until the entire F.S.I. available on the larger property including the said property is duly utilised by the Society and /or the other societies in the said lay out under the present

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Bombay Municipal Corporation Act, Development Control Rules; and their future amendment or amendments or re-enactments and also any additional, further or other F. S.I. which may become available by T. D. R. or by virtue of any new legislation or changes in the present statute, Act or rules, by virtue of any new scheme, directive or policy being decided, announced, adopted or introduced, either by the Brihanmumbai Municipal Corporation, Government of Maharashtra, Central Government or other body or authority at any time hereafter. The Allottee hereby irrevocably consents not to object to any amended building proposals and/or plans which may be submitted or got sanctioned by the Society, and/or the Developer in respect of putting up additiona l floors for the purpose of utilising F.S.I. or additional further F.S.I. which may become available on the said land as mentioned above; and this consent shall be deemed to be the consent granted under Section 7 (ii) of the Maharashtra Ownership Flats Act. The Society shall not, till then, be bound and shall not be called upon or be required to admit the Allottee as member of the Society till the said Developer gives its written permission to admit the Allottee as member and till the entire work of Development of the said property is complete. The Allottee agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

8. It is expressly agreed that the right of the Allottee under this Agreement is only restricted to the flat agreed to be allotted by the Developer and agreed to be acquired by the Allottee and all the other premises and portion or portions of the said property and the larger property and its adjoining pieces of land shall be the sole property of the Society and / or the said other Societies and, the Society and / or the said other Societies shall be entitled to develop the same in the manner deemed fit by them and the Developer shall be entitled to sell and / or deal with or dispose off the premises as mentioned in the Development Agreement without any reference or recourse or consent or concurrence from the Allottee in any manner whatsoever. The Allottee hereby confirms and

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consents to the irrevocable right of the Society to construct the said Building "Samartha Aangan -I" on the said property in the manner deemed fit by the Society as also consents to the irrevocable right of the Developer to allot or dispose off the premises on the said property as mentioned hereinabove without any further or other consent or concurrence of the Allottee in future.

9. The Allottee has made enquiries and is satisfied that the title of the Society to the said property described in the Second Schedule hereunder written is marketable and free from all encumbrances. The Allottee has inspected the original title certificate issued by Mahimtura and Company., Advocates & Solicitors. The Allottee hereby undertakes not to raise any objection to the title of the Society in respect of the said property and the Authority of Developer to allot the premises thereat as well as to allot the car parking spaces either under the stilts or in the basement of the said building or in the open space covered or uncovered around the said building.

10. It is expressly agreed that the said Building No. 21 i.e. "Samartha Aangan -I" is (save and except garage, car parking space, area covering stilts) of R.C.C. structure with brick and / or cement block walls finished with cement plaster and the said premises contain specifications, fixtures, fittings and amenities as set out in the **Fourth Schedule** hereunder written and the Allottee hereby confirms that the Society and / or the Developer shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises.

11.. The Allottee shall be permitted to occupy the said premises as Licensee subject always to the provisions of clause No. 12 herein below.

12. The Allottee shall occupy the said premises, immediately after making all the payments and dues payable by him/her/them under this Agreement in respsect of the said premises.

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13. Upon the occupation of the said Premises being delivered, the Allottee shall be entitled to use the said Premises for residdential/ or any other purpose as may be determined by the Municipal Corporation and other Authorities. The Allottee hereby agrees not to object to the user of other Premises in the said building for any purpose as may be permitted by the Municipal Corporation and other Authorities. Upon the allottee taking the occupation of the said Premises, he/she shall have no claim against the Developer or the Society in respect of any item of work not having been carried out, completed or otherwise.

14. The Allottee shall not use the Premises or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Premises in the building.

15. The Allottee shall not use or permit to be used the said Premises for any immoral activity or for any other purpose not permitted by the Municipal Corporation of Greater Mumbai and/or the society and/or by any Government order.

16. The Allottee shall, as and when permitted by the said Developer, be admitted as member of the Society and in this connection, the Allottee agrees, from time to time, to sign and execute the application for membership and other papers and documents necessary for becoming a member. No objection shall be taken by the Allottee, if any changes or modifications are made in the bye-laws of the Society.

17. On admission of the Allottee as a member of the Society the Allottee shall be bound by the Regulations and Bye-laws of the Society as in force from time to time.

18. Notwithstanding anything contained in this Agreement, the Allottee hereby agrees to contribute and pay his proportionate share towards the costs, charges, expenses, municipal taxes and

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outgoings in respect of the items specified in clause No. 5 hereto. Such share to be determined by the Society and / or the Developer having regard to the area of each flat premises/garage and/or in the manner as may be determined by the Municipal Corporation of Greater Mumbai and / or any other Authority. The Allottee will not be entitled to ask for adjustment of other deposit amounts mentioned herein, against the expenses, Municipal Taxe, and outgoings.

19. So long as each flat/premises / garage in the said Building No. 21 i.e. "Samartha Aangan - I' shall not be separately assessed for Municipal taxes, water taxes and all other outgoings, the Allottee shall pay to the Developer the Proportionate share of the Municipal tax, water tax and all other outgoings assessed on the whole building, such proportion to be determined by the Society and / or the Developer on the basis of the area of each premises / garage in the said building. The Allottee, along with the other Allottees will not require the Society/Developer, to contribute a proportionate share of the maintenance charges of the Premises / garage etc; which are not sold and disposed off by the society/ Developer.

20. In the event of the Allottee not taking occupation of the said premises within the period granted to him/her/them to make balance payment of the cost of the said premises vide clause 4 hereinabove the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Saleable area of the said premises) of outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said Property and the said building from the date that falls immediately after the expiry of the said period. The Allottee also herely agrees and binds himself/ herself to pay regularly every month on or before the 5th day of each month,

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his/her proportionate share in respect of the said outgoings as may be determined by the Developer and / or the Society.

21. The Allottee shall bear and pay the stamp duty and registration charges and all other charges payable, if any, in respect of the said flat, and the Developer shall not be liable or responsible for the same.

22. The Allottee, by himself / hereself / themselves, with intention to bring all persons into whose hands the said premises may hereinafter come, hereby covenant with the Society and / or the Developer as follows:

a) To maintain the said premises at the Allottee's own cost in good tenantable repair and condition from the date on which he takes occupation of the said flat and not to do or suffered to be done anything in or to the building in which the said premises is situated or to the staircase or any passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or not to change/ alter or make addition/s in or to the building in which the said premises is situated or the premises itself or any part thereof.

b) Not to store in the said premises, any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situtated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said premises is situated and in case any damage is caused to the building in which the premises is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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c) Not to carry out any additions, alterations inside or outside the said premises with or without the permission of the society/ developer and/or Municipal Authorities, which may cause any leakages and/ or damages whatsoever to the adjoining flats and / or the flats on the lower and /or upper floor, and in the event of the Allottee committing any act in contravention of this provision, the Allottee shall, at his/her/their own cost, repair any such leakages and /or damages in the adjoining, lower, upper flats, as the case may be, to the entire satisfaction of such flat purchasers.

d) To carry out, at his/her own costs, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the society / developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the said premises is situated or in the said premises itself which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

e) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said flat or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said premises is situated is affected without the prior written permission of the Society/ Developer and shall keep the sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so, as to support, shelter and protect the other parts of the building in which the said premises is situated, and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the said premises.

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f) Not to do or permit to be done any act or thing, which may render void or voidable, any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said property and the building in which the said premises is situated.

h) Pay to the Society / Developer within 10 days of demand by the Society / Developer, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the building in which the said premises is situated.

i) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, as are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Allottee viz. user for any purpose other than for residential purpose.

j) The Allottee shall not sell, transfer, let, sublet or otherwise dispose off the said premises or any part thereof or part with his/her interest under this Agreement or part with possession of the said premises or any part thereof until all the dues payable by the Allottee to the Developer have been paid and provided, the Allottee shall have obtained prior written consent of the Developer and/or the Society as the case may be. In the event of the Allottee committing any default of this provision, it shall be at the option of the Developer and/or the Society as the case may be, to terminate this Agreement or the allotment of the said premises to the Allottee and to resume possession thereof.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

Kasam G Kikera GREATER BOMBAY NOTARY

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k) The Allottee shall, upon being admitted as member of the Society, observe and perform all the rules and regulations of the Society for the time being in force and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authority and/or of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Developer regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of the Agreement.

l) To permit the Society / Developer their surveyors and agents, with or without workmen and others, with or without instruments, at all reasonable times, to enter into and upon the said land and building or any part thereof, including the said premises, for the purpose of repairing any part of the Building and for laying cables, gas pipes, water pipes, sewers, gutters, covers, wires, partly structures and other conveniences belonging to or used for the Building, in which the said premises is located and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the said premises or any other premises of the building in respect whereof the Allottee or occupier thereof shall have committed default in paying proportionate share of maintenance charges and / or water charges and / or electric charges, and also for inspecting the additions, alterations, repairs etc. if any, carried out inside or outside the said premises by the Allottee with or without permission of the Society, Developer and/or the Municipal and other authorities.

THE JOINT SUB-REGISTRAR ANDHERI NO. 4 SUBURBAN DIST., BANDRA.

Kasturi G Kukara GREATER BOMBAY NOTARY

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23. IT IS HEREBY EXPRESSLY AGREED that on the Allottee being admitted as a member of the Society, he/she shall hold and /or occupy said premises as a member of the Society.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof. The Allottee shall have no claim, save and except in respect of the said premises hereby agreed to be allotted to him and the Allottee shall have no claim except for going to and coming from the said premises allotted to him/her, in respect of open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces etc. which will remain the property of the Society.

25. Any delay tolerated or indulgence shown by the Society / Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Society/ Developer shall not be construed as a waiver on the part of the Society / Developer of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Society / Developers, as stipulated in this Agreement, or otherwise.

26. The Allottee, shall present this Agreement, as well as any other document which is required to be registered at the proper registration office for registration and inform the Developer about it immediately thereafter by furnishing them with a zerox copy of the enlodgement receipt, to enable the Developer to admit the execution of the document before the Registrar within the time limit prescribed by the Indian Registration Act, 1908, as amended from time to time.

27. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee Under Certificate of Posting and /or by Courier and/or by Registered Post at his/her address mentioned hereinabove.

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28. All costs, charges and expenses in connection with any document required to be executed by the Developer or by the Allottee, stamp duty and registration charges in respect of such document, as also the Municipal Taxes levied and payable during the period of construction, shall be borne by the Society or proportionately by the Allottees/members of such Society. The Developer shall not contribute anything towards such expenses. These charges will be payable by the Allottee as and when the respective charges are required to be paid.

29. It is also understood and agreed by and between the parties hereto that the terrace space, if any, in front of or adjacent to the terrace flats in the said building, shall belong exclusively to the respective Allottees of such terrace flats, only if and when such terrace space is specifically allotted, in writing, to such Allottees and not otherwise. The use of such terrace by such Allottees shall however be subject to such terms and conditions as are specified in Clause No. 31 below.

30. It is also understood and agreed by and between the parties hereto that the terrace space, if any, attached or adjacent to any flat in the said building, which is specified as fire refuge area, shall not be used at any time and in any manner by the Allottees of such flats or by the Allottees of any other flats in the said building and that the said fire refuge area shall, at all times, be kept free from any encumbrances.

31. It is also understood and agreed by and between the parties hereto that the terrace space other than the fire refuge area mentioned above in clause 30, if allotted to the Allottee, shall be subject to the below mentioned terms and conditions, which, the Allottee concerned shall follow scrupulously at all times:

i) The said terrace shall not be enclosed in any manner by the Allottee.

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ii) No addition/alterations of any type/kind shall be carried out to the said terrace.

iii) The said terrace shall not be used by the Allottee for preparing any garden or such other things as would spoil the existing character of the said terrace.

iv) The said terrace shall not be used by the Allottee for such purpose as would cause nuisance to the adjoining premises holders and/or to the premises holders on the lower and upper floors.

32. The Society shall always have a right to get the benefit of additional F.S.I. for construction from the Brihan-mumbai Municipal Corporation and also to make additions, alterations, raise stories or put up additional structures as may be permitted by the Municipal Corporation of Greater Mumbai and other competent authorities. Such additional structures and storeys will be the sole property of the Society alone who will be entitled to permit the Developer to sell and / or dispose off the same in the manner Developer deems fit in pursuance of the said Development Agreement mentioned hereinabove.

33. Similarly, the Society shall also have right and / or be entitled to purchase and / or acquire Transfer of Development rights (TDR) from the open market and consume the same on the said property and to make additions, alterations, raise storeys or put up additional structures. All such additions, alterations, raising storeys or additional structures, shall be the sole property of the Society who shall be entitled to authorise the Developer in terms of the said Development Agreement to allot and / or otherwise deal with the same in the manner Developer deems fit.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

34. The Allottee hereby expressly agrees and covenants with the Developer / Society that in the event of all the wings of the said proposed building on the said property and / or all the Buildings on the said property being not ready for occupation simultaneously and

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GREATER BOMBAY
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in the event of the Developer / Society offering licence to enter upon the said flat to the Allottee earlier than completion of all the wings and / or all the buildings on the said property it will be without any interference or objection by the Allottee. The Allottee further confirms that he / she / they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Developer/Society on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer / Society shall be entitled to either transfer or through any nominees, to construct and complete the said wing or wings or building or buildings on the said property as they may desire, in their absolute discretion without any interference or objection or dispute by the Allottee. The Allottee hereby consents to the same.

35. The Allottee shall observe, perform or comply with all the terms, conditions, covenants of this Agreement including payment of monthly outgoings, taxes etc. If the Allottee fails or is otherwise unable to observe, perform and / or comply with any of the terms, conditions and covenants of this Agreement, the Developer shall, without prejudice to any right that it may have against the Allottee, be entitled to terminate this Agreement. On such termination, the Allottee shall cease to have any right, title or interest in the said premises or any part thereof and the Developer shall be entitled to deal with or dispose off the said premises in such manner as it deems fit.

36. It is agreed that the Society shall be entitled, without affecting the rights of the Allottee, to the said property including the rights to revise the building plans in respect of the said building and to utilise the total F.S.I. and the development rights available in respect of the said property as the Society may desire and the Allottee hereby irrevocably consents to the right of the Society to revise and modify the building plans from time to time as agreed herein.

37. The Developer shall be entitled to construct in, over or around or above the terrace of the said Building or on ground or

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Kasturi G. Kikera
GREATER BOMBAY
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first floor, a Restaurant, Hotel, Guest House, Bar and conference Rooms, Public Galleries, Party Rooms, a Shopping Arcade, Marriage Hall, Recording Studio or other Studio, Receptions and / or premises to be used for Non-Residential purpose etc. (hereafter referred to as "**The said additional areas**") for themselves or dispose off the same or parts thereof to any person or persons, body or bodies Corporate, and the Buyers of such additional areas shall be admitted as Members of the said Society. The Developer or such Buyers or Transferees will have the unconditional and absolute rights to let out or grant a licence or run the said additional area or part thereof on royalty or monthly basis and on such terms and conditions as the Developer or such Buyers or Transferees, as the case may be, decide. Such contracts for letting, lease or licence or royalty or other basis shall be binding on all the allottees of flats/premises in the said building. The Developer and/or their aforesaid Buyers and Transferees and/or their assigns and/or their sucessors in title and/or their legal representatives and all persons patronising and visiting such premises shall, at all times, have the unobstructed, unconditional and absolute right and licence without any fee, premium or consideration or compensation to use and take advantage of and/or avail of all the access, staircase, lift, elevators, etc. leading to such premises and other said additional areas. The Developer or their Buyer and/or their successor - in - title shall, in respect of such said additional area, however, be liable to pay the Municipal taxes as may be assessed and/or leviable to them by the Municipal Corporation of Greater Mumbai and other outgoings in respect of the Building in the proportion to the area and use of their premises as compared to the total area in Building.

38. If any dispute or difference whatsoever arises between the parties hereto or their respective representatives or between one of the parties hereto and the representatives of the other or others of them touching this Agreement or any matter or things contained or the construction thereof or as to

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any matter in any way connected therewith or arising therefrom or the operation thereof or the rights and liabilities of either parties, then in any such case, the matter in difference and/or in dispute shall be referred to arbitration and such arbitration shall be governed and be subject to the provisions of the Arbitration & conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

39. This Agreement is subject to courts in Mumbai. All the disputes and differences between the parties hereto shall be resolved by and be adjudicated in the Courts in Mumbai and Courts in Mumbai alone have exclusive jurisdiction.

40. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Act 1963 and the rules made thereunder.

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

THE FIRST SEHEDULE ABOVE REFERRED TO :

ALL THAT Piece or parcel of land or ground bearing sub final Plot No.1, admeasuring about 1,02,230.6 sq. mts. or 1,22,267.8 sq. yds. or thereabouts (i.e. balance area after handing over western side 40ft. wide D. P. Road F.S.I. to B.M.C.) situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub District of Mumbai City and suburban and forming part of S. No. 41 and also forming part of CTS No.1 which piece of land is Subject matter of a scheme of lay out sanctioned by Brihanmumbai Municipal Corporation vide order dated 20th May 1994 bearing No. CE/1450/BSII/LOKWN and amended from time to time and bounded as follows that is to say :

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On or towards the North	:	By 90 ft. wide Development Plan Road
On or towards the East	:	By 44 ft. wide D.P. Road
On or towards the South	:	By 40 ft. wide D.P.Road and beyond that by land belonging to Apna Ghar Co-op. Housing Society Ltd. and
On or towards the West	:	By 40 ft. wide D. P. Road

SECOND SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land or ground bearing Plot No. 1-B admeasuring 21,926.111 square metres or thereabouts situate lying being at village Oshiwara, Taluka Andheri, Mumbai suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, K-West ward, part 12 and bearing C.T.S. No. 1/215 (part) Survey No. 41 (Part) and being the part of the layout scheme sanctioned in respect of the larger property referred to in the First Schedule hereinabove and bounded as follows :

On or towards the North	:	By lands belonging to Society unit No.s 3, 4 & 5
On or towards the South	:	By land belonging to Society Unit No. 13
On or towards the East	:	By land belonging to Society Unit No. 7 & 12 and 44 ft. wide D.P. Road.
On or towards the West	:	By lands belonging to Society Unit No. 8,9, 10 & 11 and 40 ft.wide D. P. Road.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

Kartum G Kukera GREATER BOMBAY NOTARY

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THE THIRD SCHEDULE ABOVE REFERRED TO :

Common areas and facilities appurtenant to the flat are

1) Staircase

2) Staircase Landing

3) Entrance Hall

4) Common Passages

THE FOURTH SCHEDULE ABOVE REFERRED TO :

List of Amenities, Fixtures Etc.

1. The Building is of R.C.C. frame structure having 'A' Class elevation.

2. The main entrance to the building, staircase and lift is beautifully designed and decorated with flower beds, decorative lamps, marble / granite flooring etc.

3. There are two lifts for each wing with electronic digital display board.

4. The building has a combination of snowcem and tex colour on the external side and flats shall have oil bound distemper on POP finish from inside.

5. Night latch, magic eye, safety chain and necessary brass fittings are fitted on the main door.

6. All doors are flush doors are provided with necessary fittings of superior quality.

7. Aluminium sliding windows of heavy section with ball bearings are be provided for all windows except toilet windows where glass louvers with aluminium frame are provided.

8. Each flat has a concealed telephone wiring point and central cable point for TV with concealed wiring.

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9. All doors and windows are provided with brass fittings of superior quality.

10. Each toilet has full height dado of coloured tiles and a wash-basin matching the tiles.

11. Plumbing is concealed and conform to modern living requirements.

12. Boiler as well as Hot and Cold water mixer are provided in each bathroom.

13. Each flat has three phase concealed copper wiring and good quality switches.

14. Flooring in the Living Room is of either Italian Marble or Granamite, whereas in all other rooms it is of Granamite.

15. Kitchen platform of black Granite stone has provided. Full height Dado of decorative coloured tiles, above Kitchen platform as well as one exhaust fan and a water purifier has been provided in the kitchen.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 1 MUMBAI SUBURBAN DIST., BANDRA

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Kasam G. K. Khera GREATER BOMBAY NOTARY

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SIGNED, SEALED AND DELIVERED by the withinnamed "DEVELOPER" MESSRS SAMARTHA DEVELOPMENT CORPORATION, in the presence of....

FOR SAMARTHA DEVELOPMENT CORPORATION

PARTNER

SIGNED, SEALED AND DELIVERED by the withinnamed "ALLOTTEE" PGF LIMITED, in the presence of.....

For P G F LIMITED

Authorised Signatory/Authorised Signatory

RECEIVED on or before the day and the year first hereinabove written from the ALLOTTEE a sum of Rs.76,59,000/- (Rupees Seventy Six Lacs Fifty Nine Thousand Only) payable by them to us as withinmentioned as per particulars given below.

Rs. 76,59,000/-

Rs. 76,59,000/- paid by Ch.No.423915 dated 20.7.2009 on HDFC Bank Ltd., Rajouri Garden, New Delhi under Clause No.4.

Kasturi G. Karkera NOTARY

We say Received

FOR SAMARTHA DEVELOPMENT CORPORATION

PARTNER

THE SE-I OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA

Witness :

12/9/2016

MRS. KASTURI G. KARKERA
ADVOCATE / NOTARY PUBLIC GR. BOMBAY Regn.No.546
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

Reg. No. 2747 P.No. 47

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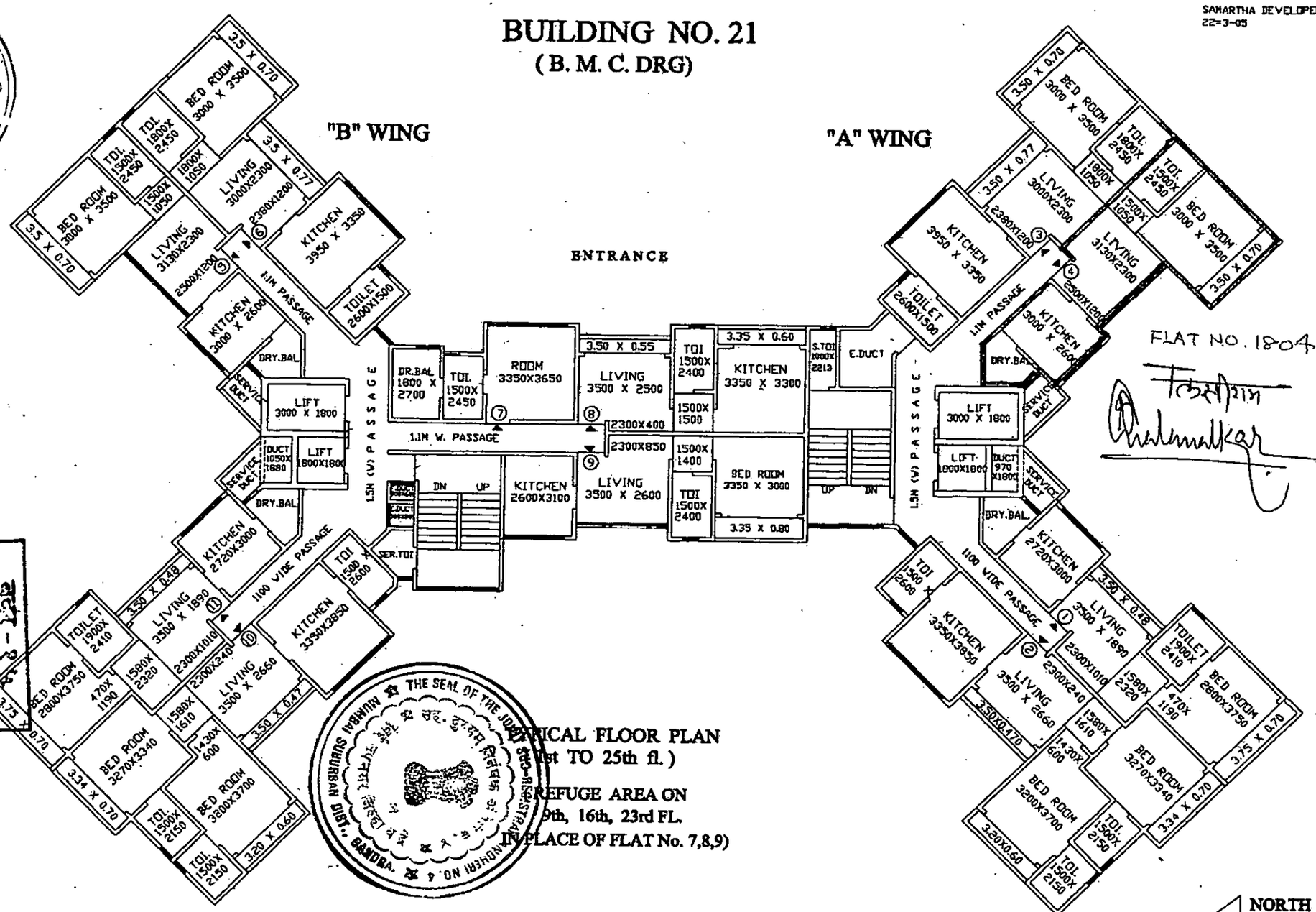
SAMARTHA DEVELOPERS
22-3-05

BUILDING NO. 21
(B. M. C. DRG)



TYPICAL FLOOR PLAN
(1st TO 25th fl.)
REFUGE AREA ON
9th, 16th, 23rd FL.
IN PLACE OF FLAT No. 7,8,9)

FLAT NO. 1804

This I.O.D./C.C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1976

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BMPR—939-97-15,000 Forms.

EC/48 102

Form 346 / 88

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

Ex. Engineer Bldg. Proposal (W. S.)
H. and - K Wards.
Municipal Office, R. K. Patkar Marg
Bandra (West), Mumbai—400 050

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

No. EXE./CE/ 6922 /WS/HK/A of of 199 -199

MEMORANDUM

03 JUL 1999

Municipal Office,

Mumbai 199-

Shree Swami Samartha Prasanna Oshiwara Co.Op.Hsg.Soc. Ltd.

With reference to your Notice, letter No. 337 dated 20/5/ 1999 and delivered on .....199.... and the plans, Sections Specifications and Description and further particulars and details of your building, at Bldg.No.21, C.T.S.No.1/215, Village Oshiwara, Andheri(West), Mumbai furnished to me under your letter, dated .....199.... I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corpoation Act as amended upto-date, my disapproval by thereof reasons :—

A) Conditions to be complied with before starting the work/before plinth C.C.

1. That the C.C. under section 44/69(1)(a) of the M.R. and T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides ofthe plot clear of the road widening line withfoundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession ofholding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. andwill not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.P./or access roads/development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.(R.C.)/E.E.(S.W.D.) of W.S. before submitting B.C.C.
5. That the structural Engineer will not be appointed supervision memo as per Appendix XI (Regulation 5(3)(ix) will not be submitted by him.
6. That the structural Engineer designand calculations for the proposed work and for existing blg. showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C.)/E.E.(D.P.)/D.I.L.R. before applying for C.C.
8. That the sanitary arrangement shall not be carried out as per Municipal Specifications and drainage layout will not be submitted before C.C.
9. That the R.U.T. and additional copy of the plan shall not be submitted for agreeing to handover the setback land free of compensation and that the setback handing over cft. will not be obtained from W.O. that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the I.B. indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work will not be submitted before C.C./starting the work.
11. That the requirements of N.O.C. of (i) B.S.E.S. (ii) A.A.&.C.K/West, (iii) B.S.D.P. (iv) P.C.O.K/West (v) A.E.W.W.K/West. (vi) M.T.N.L. (vii) H.E. will not be obtained and the requisitions, if any, will not be complied with before occupation Cft./B.C.C.
12. That the qualified/registered site supervisor through architect/Structural Engineer will not be appointed before applying for C.C.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requiements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the...2nd.....day of..July 2000.199 , but not so as to contravane any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

Executive Engineer, Building Proposals.
Zone, Wards.

SPECIAL INSTRUCTIONS.

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

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

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

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

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

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

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

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

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

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (*aa*) of the Bombay Municipal Corporation Act.

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval

THE SUB-REGISTRAR OF ASSURANCES MUMBAI SUBURBAN DIST. BANDRA

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BRIHANMUMBAI MAHANAGARPALIKA

No.CE/6922/WS/AK of - 3 JUL 1999

13. That ~~xxxxxxxxxx~~ extra water ~~xx~~and sewerage charges will not be paid to A.E.W.W.K/West Ward before C.C.
14. That the true copy of the sanctioned layout/sub-division/amalgamation approved under the T.&C. thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
15. That the development charges as per M.R.and T.P.(Amendment)Act, 1992 will notbe paid.
16. That the R.U.T. in presribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I.shall not be submitted before asking for C.C.
17. That the N.O.C.from Society along with extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
18. That the requisitepremium as intimated will not be paid before applying for C.C.
19. That the R.U.T.shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.

B) Conditions to be complied with before further C.C.

20. That the Notice in the form of Appendix XVII of D.C.Regn.shall not be submitted on completion of plinth.
21. That N.O.C.from Civil Aviation Deptt. will not be obtained for the proposed height of the Bldg.

C) General conditions to be complied before Occupation

22. That the conditions of Govt.order under No. _____ dated _____ shall not be complied with and that the Cft. regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
23. That the some of drains will not be ~~xx~~ laid internally with C.I. pipes.
24. That the dust bin will not be provided as per E.E. Circular No.CE/9297/II of 26-6-1978.
25. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as pr his remarks and a completion Cft. will not be obtained and submitted before applying for Occupation Cft./B.C.C.
26. That 10'-0" wide paved pthway upto staircase will not be provided.
27. That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the Bldg.

...4.

TRUE COPY 105 (137)

27) contd...
or submitting the B.C.C. whichever is earlier.

28. That the name plate/board showing plot No. Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.

29. That carriage entrance shall not be provided before starting the work.

30. That the parking spaces shall not be provided as per D.C. Regulation No.36.

31. That B.C.C. will not be obtained and I.O.D. and debries deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.

32. That the infrastructural works such as construction of hand holes/pan holes, ducts for under ground cables, concealed wiring inside the flats/rooms, rooms/spaces for telecom installations, etc. required for providing telecom services shall not be provided.

33. That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

34. That the letter box for all the flats at ground floor shall not be provided.

D) <u>Conditions to be complied with before B.C.C.</u>

35. That Cft. under section 270-A of B.M.C. Act will not be obtained from H.E.'s deptt. regarding adequacy of water supply.

Ask/25.6.99.

Executive Engineer Building Proposal (W.S.)
E/East Ward

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST. BANDRA

बदर - १५
CEE2 132
२००९

Kasturi G Kirkera
GREATER BOMBAY
NOTARY

TRUE COPY

No. EB/CE/6922 ~~1895~~ N/K - 3 JUL 1999 106 (136)

NOTES

(1) The work should not be started unless objections 1-15 are complied with.

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

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

(4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site for workers, before starting the work.

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

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

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

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

(9) No work should be started unless the structural design is apporved.

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

(11) The application for sewer street connections, if necesary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an foothpath.

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

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

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

(15) The aces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submition of the Building Completion Certificate.

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

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

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

(19) No work should be started unless the existing structures proposed to be demolished are demolished.

TRUE COPY

107 (135)

(20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certifiate from the Housing Commissioner under Section 13(*h*) (II) of the Rent Act and in the event of your proceeding with the work either without an inimation about commencing the work under Section 347 (1) (*aa*) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.

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

(*i*) Specific plans in respect of eviciting or rehousing the existing tenants on your stating their number and the area in occupation of each.

(*ii*) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.

(*iii*) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

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

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

(24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.

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

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

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

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

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

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

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

(32) (*a*) Louvres should be provided as required by Bye-law No. 5 (*b*).
(*b*) Lintels or Arches should be provided over Door and Window opening.
(*c*) The drains should be laid as require under Section 234-1 (*a*).
(*d*) The inspection chamber should be plastered inside and outside.

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

Copy to Owner

Executive Engineer, Building Proposals

Zones.....K/W..... *Wards*.

बंदर - १५
CEE2 | 38
२००१

Kasturi G. Kirkera
GREATER BOMBAY
NOTARY

THE JOINT SUB-REGISTRAR ANDHERI NO. 4
MUMBAI SUBURBAN DIST., BANDRA.

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

TRUE COPY 108 (134)

No.CE/6922/BSII/WS/AK of 27 SEP 1999

COMMENCEMENT CERTIFICATE

"This I.O.D./G.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act. 1976

To, Shree Swami Samarth prasanna
Oshivara East Co-op-Hsg.
Soc. Ltd. Mumbai

Sir,

With reference to your application No. 9446 dated 20-5-99 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Bldg. No. 21 TS No. 1/215, at premises at Street — village Oshivara Plot No. S. No 41(P) situated at Andheri (West) Ward K/west.

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you.

5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
   (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
   (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
   (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri A.K. Kulkarni Asstt. ~~Executive~~ Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26 SEP 2000

बदर - १५	
CCE2	34
२००१	

This Commencement certificate is for carrying out the work upto/~~For~~ Stilt ht. i.e. 8'.6" only.
as per approved Plan dt. 3-7-99

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

27/9

~~Executive Eng.~~/Assistant Eng. Building Proposals
(Western Subs.) '~~H&~~ K/West' ~~'K/East & P'~~ Wards'
FOR
MUNICIPAL CORPORATION FOR GREATER MUMBAI

CERTIFIED TRUE COPY
AJIT C. GUPTE

Kasturi G Karkera
GREATER

TRUE COPY
109 (133)

Valid up to 26/9/2005

CE/6922 /DRT/WS/AK of
Further C.C. is now extended 1 DEC 2004
for upto 69.45 mt height + STR + OHT as per amended approved plan dt. 19/4/04

ADRT (WS) 1/12/04

Valid up to 26/9/2007

CE/6922 /DRT/WS/AK of 4 JUN 2007
Further C.C. is now extended upto top of 25th floor + LMR + OHT i.e.
for upto 80.35 mt height as per R.A.P. dtd. 17/5/2007.

ADRT (WS) E.E. (P) & P.

CERTIFIED TRUE COPY

AJIT C. GUPTE
(ARCHITECT)

THE SEAL OF THE JOINT SUB-REGISTRAR INDHERI NO. 1 MUMBAI SUBURBAN DIST., BANDRA.

बदर - १५
८९६२ | ३६
२००२

Kasturi G. Kukera
GREATER BOMBAY
NOTARY

TRUE COPY

110 (132)

Ex. Engineer Bldg. Proposal (W.S.)
H and K - Wards
Municipal Office, R. K. Patkar Marg,
Bandra, Mumbai-400 050.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CE/6922/WS/AK 26 MAR 2008

FULL OCCUPATION CERTIFICATE

To
M/s. Shree Swami Samartha Prasasana Oshiwara (East) Co.Op.Hsg.Soc.Ltd.,
11-A, Suyash Near Amar Hind Mandal,
Gokhale Road (North),
Dadar,
Mumbai - 400021.

Sir,

The full development work of residential building No. 21 comprising of Stilt + 25 upper floors on plot bearing C.T.S.No. 1/215, S.No.41 (Pt.) of Village Oshiwara, situated at Shree Swmi Samartha Nagar, Andheri (West), Mumbai completed under the supervision of Shri. Ajit Gupte Licensed Architect, Licence No. CA/76/2994 may be occupied on the following condition :-

1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified completion plan is attached herewith.

Yours faithfully,

26/3/08

Executive Engineer
(Bldg. Proposals) W.S. [K/West & P Ward]

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA

बदर - १५
CEE2 30
२००९

Kasturi G. A. GREATER BOMBAY NOTARY

ANNEXURE 'B'

(131)

मालमत्तेच्या रजिस्टर कार्डातील उतारा

तालुका अंधेरी, जिल्हा मुंबई उपनगर, मुंबई

गाव क्र. 44

मिळकत पत्रक : ओशिवरा

सिटी सर्वे नंबर	मिळकतीचे वर्णन	बाबीचा प्रकार	सरकारला परतीच्या बाबतीत अथवा खंडाच्या संबंधात प. सी. कोल्हा यांच्यासमोरील
9/245	१९६४९-८ + २७४१-८ हद्द वृद्धीकरणी गुणे ४५९४४-६ + २८०३-९ न.भू.क्र. १/२४६ चे पोटी + ९२२२-५ न.भू.क्र. १/२४७ चे पोटी ६२९५०-२	सामील ९	

हिस्सेदारीचा हक्क

कलम ११ मध्ये धारण करणाऱ्याचा मालकी हक्क कसा प्राप्त झाला ? जी मालमत्ता सरकारी सोडती मालमत्ता असेल तर :

आर

तर मोजो

तर शेरे

तारीख १	व्यवहार २	व्हाल्युम नंबर ३	नवीन धारण करणाऱ्याचा (५) व्यवहार प्रकार मोजा व्यवहाराचा (६) ४	सहीसिक्का ५
23/9/९९	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे वकील क्र. लि./का. ७/पो.वि./एस्.आर्.१९३९ दि. १२/१२/९९ चा आदेश व दि. २/१२/९५ चे पत्र, त्यातील जो.र.णे. २०९/९४ दि. ३०/८/९४ चा गोराणी जाफाझा, बिल्डर यांना दि. ३०/१२/९५ चा जाबाबा व त्यातील आदेश क्र. जा.मि./ओशिवरा/न.भू.क्र. ६ पै./पो.वि./३५ दि. २३/१/९६ आदेशे जमीन मिळकत परिवा उतारली.	स्वाधा.	(धा.) श्री. स्वामी स्वामी प्रसन्ना ओशिवरा पूर्व जो.र.णे. सो. लि.	सही/- २०/१/९ ना.भू.अ.अंधेरी

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST. MANDSA.

बंदर - १५

८९६२ BL

२००९

(का. गा. पाया.)

Kasturi G Kalkera GREATER BOMBAY NOTARY

TRUE COPY

112

(130)

१०/९७ मा. मंत्रमुख्य मंत्री (महा.) यांचे वाढीव आदेश क्रमांक सी. टी. एस. ५९८९/३२२/अ. नि. १८००अ/ए-१ दि. ३०/१०/९९ व शासन निर्णय क्र. ना भू भा ५९८९/३२२/१८००अ/ए-१ दि. २२/५/९० अन्वये व अधीक्षक आदेश क्रमांक ना.भू. ओशिवरा/ना.भू.१/९७ दि. ३/१०/९७ ह्यांनी पुनर्मंजूरी मुळे येणारे वाढीव क्षेत्र २७४-६ चौ.मि. ची नोंद घेऊन एकूण क्षेत्र १६३२४-६ चौ.मि. अशी नोंद केली. सही/- ९/१०/९ ना.भू.अ.क.४

९/९८ मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे वाढीव क्र. सी./वाधी ३ क्र/एकत्रीकरण/एस.आर.ओ-११५ दिनांक ५/८/१९९८ चे आदेश पारित झाल्याने व मा. ना. भू. अ. यांचे वाढीव आदेश क्र. ना.भू. ओशिवरा/ना.भू.क्र. १/२१५, १/२१६ व १/२१७ या मिळकतीचे एकत्रीकरणाने ना.भू.क्र. १/२१५ कायम ठेवून ना.भू.क्र. १/२१६ चे क्षेत्र २८०३.१ चौ.मि. व ना.भू.क्र. १/२१७ चे क्षेत्र ९२२२-५ चौ.मि. ना.भू.क्र. १/२१५ चे एकूण क्षेत्र ९१९५०.२ चौ.मि. कायम ठेवले व ना.भू.क्र. १/२१६ व १/२१७ च्या वेगळी मिळकत पत्रिका रद्द केल्या. सही/- १६/९ ना.भू.अ. अंधेरी

अधिक्र. १७२
२१/९/९८ नोंदी ५...
१०-००
२३/९/९८ ...
८/१०/९८ ...५०
...
१०-५०

सत्य प्रमाण प्रत
सहाय्यक निबंधक
अंधेरी

THE SEAL OF THE JOINT SUB-REGISTRAR INDHERI NO. 6 MUMBAI SUBURBAN DIST.

९१९५०.२ चौ.मि.
एकसष्ट हजार नऊशे पन्नास चौरस मीटर
चौरस मीटर

८/१०/९८

बदर - १५	
८९६२	३९
२००९	

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

TRUE COPY TRUE COPY

113 (129)

Mahimtura & Co.

Advocates & Solicitors

S. C. Mahimtura
S. V. Dhond
B. J. Shah

V. S. Bandiwdekar
A. V. Tikekar
N. N. Toted

D. B. Mehta

101/104, Bonaji House,
361, D. N. Road, Fort,
Mumbai - 400.001. India
Tel. :2204 7859 / 2285 0827
Fax :91-022-2285 1927
E-mail:lex@mahimtura-law.com

Ref. No.

TITLE CERTIFICATE

Re: **An immovable property being Building No.21 known as "Samartha Aangan – I" on a piece of land admeasuring 21926.111 square metres at Village Oshiwara, Taluka Andheri, District Bombay Suburban, bearing C.T.S. No. 1 / 215 (part), Survey No. 41 (part) and Plot No.1B.**

1. We have investigated the title of Shree Swami Samartha Prasanna Oshiwara (East) Unit No. 1 Co-operative Housing Society Ltd. society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Reg. No. BOM/W-KW/HSG/TC/8874/95-96 (hereinafter referred to as "**the Society**") in respect of an immovable property being a piece of land situated at Village Oshiwara, Taluka Andheri, District Bombay Suburban, bearing C.T.S. No. 1/215 (part), Survey No. 41 (part), being Plot No.1B admeasuring 21,926.111 square metres and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said property**").

2. The Society has come about as a sub-division of Shree Swami Samartha Prasanna Oshiwara (East) Co-operative Housing Society Ltd. registered under BOM/KW/HSG/(T.C)/1563/1984-85 (hereinafter referred to as " **the Mother Society**"). By virtue of a scheme under provision of Section 17 (1) (C) of the Maharashtra Co-operative Societies Act, 1960 (hereinafter called "**the said Act**") vide Order dated 9th May, 1995 bearing No. BOM/KW/HSG/SSSPOE/ Partition/924-1995 passed by the Deputy Registrar, Co-operative Societies (K-West Ward) Mumbai, the Mother Society has been split in 14 new Societies, one of them being the Society herein.

3. The Mother Society, prior to it being split-up was owner of larger piece of land admeasuring 1,04,348.864 sq. mtrs. equivalent to 1,24,801.241 sq. yards (subsequently

THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST. BANDRA

नंबर - १५
१६६२ / ८०
२००८

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

on Survey found to admeasure 1,02,230.6 square meters, equivalent to 1,22,267.8 sq. yds.) bearing C.T.S. No. 1 (part) and Survey No. 41 (part) at Village Oshiwara, Taluka Andheri more particularly described in the First Schedule hereunder written (hereinafter referred to as the "**Larger Property**").

4. The Mother Society had got sanctioned from Brihanmumbai Municipal Corporation lay out vide order dated 20th May, 1994 bearing No.CE/1450/BSII/LOKWN in respect of the larger Property whereby provision is made for gardens, internal roads and buildings. The said layout plan has been amended from time to time.

5. By virtue of the scheme sanctioned vide order dated 9th May, 1995 of the Deputy Registrar Co-operative Societies, inter alia a portion bearing Plot No. 1-B admeasuring 23803.459 Sq. metres then belonged to the Society.

6. By a letter bearing No.BOM/K-W/B-2/ Transfer/Section 17 (1) (b)/683 dated 4 May 2000 issued by the Deputy Registrar Co-operative Societies, K-West-Ward under Section 17 (1) (b) of the Maharashtra Co-operative Societies Act, 1960, the approval has been granted to the transfer of two portions admeasuring 2582.50 square metres and 3118.25 square metres then inter alia belonging to the Society herein in favour of Shree Swami Samartha Prasanna Oshiwara (East) Unit No.11 Co-operative Housing Society Ltd. and Shree Swami Samartha Prasanna Oshiwara (East) Unit No.12 Co-operative Housing Society Ltd. respectively who in turn have transferred their respective portion of their properties to the Society. After these transfers, the Society was then entitled to the area of 24291.611 square meters. Subsequently, the Society has transferred an area of 2365.50 square meters, out of the said area of 24,291.611 square meters, to Shree Swami Samartha Prasanna, Oshiwara East Unit No. 12 Co-operative Housing Society Limited to which the approval has been granted by the Deputy Registrar, Co-operative Societies, K-West Ward, under his letter bearing No. Mumbai/K-West/permission/Swami

SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DISTRICT

Kasturi G Kukera GREATER BOMBAY NOTARY

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२००२

TRUE COPY

115 (127)

Samartha Hou/04/1157 dated 17 August 2004. Thus the Society is now entitled to the said property.

7. The Brihanmumbai Municipal Corporation has sanctioned the plans and issued I. O. D under No. CE/6922/WS/AK dated 3rd July 1999 and Commencement Certificate of even number dated 27th September 1999 in respect of the building No. 21 to be constructed inter alia on the said property. The plans for the building No.21 have been amended and duly sanctioned by the B.M.C. under even number dated 19th November 2004 for stilts and twenty-three upper floors.

8. By an Agreement dated 29th June 2000 (hereinafter referred to as "**the Development Agreement**") made between the Society of the One Part and Samartha Development Corporation of the Other Part, the Society has appointed the said Samartha Development Corporation as its Developer for construction of the said building on the said property in accordance with the said sanctioned plans.

9. Under the said Development Agreement the said Developer has been authorised for allotments of flats of saleable area of 6484 square feet (as defined therein) out of the area of 7933 square feet then sanctioned in respect of building No.21 being constructed on the said property as well as the parking spaces under the stilts and open areas thereat. Under the said Development Agreement it has also been agreed that in case additional flats/premises are constructed over and above the said building No.21 by the Developer from the T.D.R. FSI arranged by the Developer entirely at the risk of the Developer as to cost and consequences, the Society shall not have any objection to the same and the Developer shall be free to dispose off the said flats/premises as it deems fit.

10. As per the declaration of the Society dated 22nd March 2005 it is inter alia represented that the said property is not encumbered and/or mortgaged.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., MAHARASHTRA

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२००९.

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY
116 (126)

11. In these circumstances, we are of the opinion that the title of the Society to the said property is clear, marketable and free from all encumbrances. We are of the further opinion that subject to the terms of the Development Agreement dated 29th June 2000, the Developer is entitled to allot the flats of salable area of 6484 square feet in respect of the building No.21 being constructed on the said property as well as the parking spaces under the stilts and open parking spaces on the said property and enter into Agreements for allotment of the said flats/premises/parking spaces. We are of the further opinion that under the said Development Agreement, the Developer is also entitled to dispose off the flats/premises constructed over and above the said building No.21 from the T.D.R. FSI arranged by the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground sub final Plot No.1, admeasuring about 1,02,230.6 square metres or 1,22,267.8 square yards or thereabouts, (i.e. balance area after handing over certain D. P. Road F.S.I. to B. M. C.) situate, lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub District of Bombay City and Suburban and forming part of Survey No. 41 above and also forming part of CTS No. 1 for which piece of land a lay out was sanctioned by Bombay Municipal Corporation vide order bearing No. CE/1450/BS II/LOKWN and bounded as follows that is to say:

On or towards the North	:	By 90 ft. wide D. P. Road.
On or towards the East	:	By 44 ft. wide D. P. Road.
On or towards the South	:	By 40 ft. wide D. P. Road and beyond that by land belonging to Apna Ghar Co-operative Housing Society Ltd; and
On or towards the West	:	By 40 ft. wide D. P. Road.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST.

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२००९

Kasturi G. Karkera GREATER BOMBAY ARY

TRUE COPY

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(125)

THE SECOND SCHEDULE ABOVE REFERRED TO :

Piece of land at Village Oshiwara, Taluka Andheri, District Bombay Suburban within the Registration District and Sub-district of Bombay City and Bombay Suburban bearing City Survey No. 1/215 (part) and Survey No. 41 (Part) being the part of the lay out scheme sanctioned in respect of the larger property referred to in the First Schedule hereinabove and bearing Plot No. 1B admeasuring 21,926.111 square metres and bounded as follows:-

On or towards the North	:	By the land belonging to Society Unit Nos.3,4 & 5
On or towards the South	:	By the property belonging to Unit No.13
On or towards the East	:	By the property belonging to Unit No.7 & 12 as also 44 ft. wide D. P. Road.
On or towards the West	:	By 40 ft. wide D. P. Road and also lands belonging to Society Unit Nos.8,9,10 & 11.

Dated this 22nd day of March, 2005

For Mahimtura and Company.

Partner

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

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२००९

Kasturi G. Karkera GREATER BOMBAY NOTARY

TRUE COPY

118 (124)

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AABFS7753D

नाम /NAME

SAMARTHA DEVELOPMENT CORPORATION

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

01-08-1978

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

THE SEAL OF THE JOINT SUB-REGISTRAR INDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

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२००९	

Kasturi G. Kalkera
GREATER BOMBAY
NOTARY

pearls PGF LIMITED

TRUE COPY
119
(123)

EXTRACTS OF THE MEETING OF BOARD OF DIRECTORS OF PGF LIMITED HELD ON THURSDAY, 2ND JULY 2009 AT 10.30 A.M. AT 2ND FLOOR, VAISHALI BUILDING, PASCHIM VIHAR, NEW DELHI -110063

"RESOLVED THAT consent of the Board be and is hereby accorded for the purchase of three bed room residential flat admeasuring 1502 Sq.ft. situated at Flat No.1803/1804, 18th Floor, Building No. 21- I, 'A' Wing, Samartha Angan, Lokhandwala Complex, Andheri (West), Mumbai- 400 053, on the lines of the draft comprising all detailed terms & conditions duly considered and approved by the Board as well as initialed by the Chairman for the purpose of identification and for this purpose the authority of the Board be and is hereby conferred upon Mr. Tulsi Ram Manjeet Thakur, Aged 42 years, R/o Alsana House, Road No. 5, JVPD Scheme, Andheri West, Mumbai, Maharashtra, to sign/ execute the Sale Deed including registration thereof and to sign all documents, agreements, affidavits, indemnity, papers and other transfer documents whatsoever be deemed necessary and expedient for the said purpose and also to purchase stamp papers and to get the property endorsed in the favour of the Company and to appoint advocates, consultants, experts and to perform all such acts incidental thereto on behalf of the Board.

FURTHER RESOLVED THAT a copy of the said resolution duly certified by GM (Finance & Accounts) & Company Secretary of the Company be furnished to the concerned authorities for their reference and records."

Certified to be true copy
For PGF LIMITED

(PREM SETH)
GM (FINANCE & ACCOUNTS) & COMPANY SECRETARY

PGF LIMITED
2nd Floor, Vaishali Building
Community Centre, Paschim Vihar,
New Delhi-110063

(Tulsi Ram Manjeet Thakur)

Signatures Attested

(PREM SETH)
GM (FINANCE & ACCOUNTS) & COMPANY SECRETARY

THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., MUMBAI

अदर - १५
८९९२ | ४९
२००१

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.:0172-2704992-4 Telefax: 2712024
H.O.:2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063. Ph.: 011-45545000 Fax:011-45545045

Kasturi G. Kalera
GREATER BOMBAY
NOTARY

TRUE COPY
120
(122)

घोषणापत्र

मी ...सुरेंद्र जे. मालवणकर... याद्वारे घोषित करतो की, दुय्यम निबंधक ...अंधेरी ४... यांचे कार्यालयात ...अधिकमालवण... या शिक्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. विकास मालवणकर व इ. यांनी दि. 6/5/2008 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :- 1/09/2009

कुलमुखत्यारपत्रधारकाचे नाव व सही

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

जदर - १५
८९६२ | ४७
२००९

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

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(121)

POWER OF ATTORNEY TO PRESENT DOCUMENTS FOR REGISTRATION

TO ALL MEN TO WHOM THESE PRESENTS SHALL COME, I Vikas Kamlakar Walawalkar residing at 19-B, Suyash, Gokhale Road (North), Dadar, Mumbai 400 028 and carrying on business in partnership in the name and style of (1) M/s. SAMARTHA DEVELOPMENT CORPORATION (2) M/S. VENUS HOUSING ENTERPRISE and (3) SHREE SWAMI SAMARTHA DEVELOPERS having registered office at 11-A, `Suyash', Gokhale Road (North), Dadar, Mumbai - 400 028 SEND GREETINGS :

W H E R E A S:

1. The said firms of M/s Samartha Development Corporation (2) M/s. Venus Housing Enterprise and (3) Shree Swami Samartha Developers have been carrying on business as Builders, Building Contractors, Civil Engineers etc. for the last several years in Greater Mumbai.

2. In the course of the business of the said firms, as managing partner of the said firms have to execute several documents, for and on behalf of the said firms, either in respect of properties purchased by these firms or in favour of the flat purchasers, their societies and others in connection with sale of premises etc. which need registration at the offices of the Sub-Registrar of Assurances in Mumbai City and Mumbai Suburban District.

3. Due to exigencies of work, I am not in a position to attend before the said Sub-Registrars of Assurances in Mumbai City and in Mumbai Suburban District personally every time and hence I am desirous of appointing some fit and proper person as my Attorney to present the documents signed by me for registration and to admit execution of all documents signed by me including receipt of consideration mentioned in the said documents and for the other incidental purposes hereinafter set forth.

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२००९

Kasturi G Kukera
GREATER BOMBAY
NOTARY

TRUE COPY

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(120)

NOW KNOW ALL MEN BY THESE PRESENTS THAT I Vikas Kamlakar Walawalkar do hereby nominate, constitute and appoint Shri Surendra J. Malvankar residing at 10/A-304, Nalanda, Apna Ghar Unit No.2 Co-operative Housing Society Ltd., Shree Swami Samartha Nagar, Andheri (West), Mumbai - 400 053 to be my true attorney in my name and on my behalf to do and execute all or any of the acts, deeds and things hereinafter mentioned in connection with the documents executed by me viz.

1. To appear for and represent me before the Sub-Registrar of Assurances at Mumbai and Bandra or at any other place at all times as may be necessary and to present before them for registration all or any documents, deeds, conveyances mortgages or any other documents whatsoever including agreements for sale of flats or any premises made with the respective parties by the firm of M/s. Samartha Development Corporation or M/s. Venus Housing Enterprise or M/s. Shree Swami Samartha Developers and signed and executed by me personally as a partner thereof, to admit my signature and execution of the said various documents and to admit the receipt of consideration mentioned therein if necessary.

2. To do any act, deed or thing as may be necessary to complete the registration of the documents signed and executed by me in the manner required by law and when the documents are returned to the said firms after being duly registered to give proper receipt and discharge for the same.

3. AND I, the said Vikas Kamlakar Walawalkar do hereby agree and declare that all acts, deeds and things done, executed or performed lawfully, by the said Shri Surendra J. Malvankar as my attorney pursuant to this power of attorney, shall be valid and binding on me to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required.

.....3

बदर - १५

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२००१	

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY

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(119)

IN WITNESS WHEREOF I, the said Vikas Kamlakar Walawalkar have hereunto set my hand this 30th day of April 2008.

SIGNED SEALED AND DELIVERED)
By the withinnamed Shri Vikas)
Kamlakar Walawalkar in the)
presence of ... ...)

I accept

Shri Surendra J. Malvankar

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

बदर - १५
CEE2 ५०
२००९

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

124

(118)

१) मे. समर्थ डेव्हलपर्स कॉर्पोरेशन मे. विनस हौसिंग कन्स्ट्रक्शनस व श्री स्वामी समर्थ डेव्हलपर्स चे भागीदार विकास कमलाकर पाध्यावलकर.

रा. ११-ए. लुयश, गोखले रोड दादर मुं २८

मुखत्यारनामा अधिप्रमाणन क्र. ९७०/

६/५/०८

सदर मुखत्यारनामा आज तारीख ____ रोजी

श्री वरीलप्रमाणे

नी माझ्या समक्ष साक्षांकित करून दिला व त्याच्या

खालीलविषयी १) श्री रमाकांत परब,

रा. ३४५ /१० सिद्धिरूपा क्लोकर, नवा चारकोप कांदिवली

२) सुभाष सावंत - रा. मु-पो-मांडवे, महाड

जि. रायगड

यांनी माझी खात्री पटविली

अधिप्रमाणन फी रु २५/- रिसपावती

दिनांक ६/५/०८

सदर मुखत्यारपत्रात कोणतीही खाडाखोड किंवा दुरूस्ती केलेली नाही.

06 MAY

सह दुय्यम निबंधक
मुंबई शहर क्र. १

सदर - १५

८९६२/५५

२००९

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY

125 (117)

Election Commission of India
भारत निवडणूक आयोग
IDENTITY CARD
ओळखपत्र

MT/03 /012/076245

Elector's Name मतदाराचे नांव	Salve Subhash साळवे सुभाष
Father's / Mother's/ Husband's Name वडील/आई/पतीचे नांव	Yashwant यशवंत
Sex / लिंग	M / पु
Age as on 1.1.98 1.1.98 रोजी वय	33

Address / पत्ता
246 At. Po. Mandale, Tal. Mahad, Dist. Raigad

246 मु. पो. मांडले, ता. महाड, जि. रायगड

Electoral Registration Officer
मतदार नोंदणी अधिकारी
For 012-MAHAD Assembly Constituency
012-महाड विधानसभा मतदारसंघा करिता

Place : MAHAD
स्थळ : महाड

Date / दिनांक : 05/01/2000

This card may be used as an identity card under different Government schemes
हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून उपयोगात आणता येईल.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

बदर - १५
८९६२ MT
२००९

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

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(116)

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAMAKANT S THARWAL

SHASHIKANT MADHUKAR THARWAL

15/04/1983

Permanent Account Number

AGJPT2529C

Signature

15122007

OF THE SUB-REGISTRAR BOMBAY

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA.

If this card is lost / someone's lost card is found, please inform / return to :

Income Tax PAN Services Unit NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S.B.Marg, Lower Parel (W), Mumbai - 400 013.
tel: 91-22-2497 4930, Fax: 91-22-2495 0664
email: tinfo@nsdl.co.in

बदर - १५

८९९२/४३

२००९

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY

127 (115)

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAZPS3175R

नाम /NAME

SHANAWAZ SULMAN SHAIKH

पिता का नाम /FATHER'S NAME

SULMAN SHAIKH

जन्म तिथि /DATE OF BIRTH

09-07-1964

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

DAYANAND S KESARKAR

SHYAMSUNDAR NARAYAN KESARKAR

09/09/1987

Permanent Account Number

ARQPK3413J

Signature

29/12/2008

दस्त - २५

८९६२ | ५४

२००९

Kasturi G Kukara

GREATER BOMBAY

NOTARY

29/09/2009 दुय्यम निबंधकः
1:40:01 pm सह दु.नि.का-अंधेरी 4

दस्त गोषवारा भाग-1

वदर15
दस्त क्र 8962/2009
128
(115)

दस्त क्रमांक : 8962/2009
दस्ताचा प्रकार : अभिहस्तातंरणपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः पी जी एफ लिमिटेड चे ऑथो सिग्नेटरी तुलसीराम मनजित ठाकूर - - पत्ता: घर/फ्लॅट नं: दुसरा मजला, वैशाली बिल्डिंग, पश्चिम विहार, न्यू दिल्ली, आज मुंबईत गल्ली/रस्ता: - ईमारतीचे नावः - ईम	लिहून घेणार वय 43 सही		
2	नावः मे/-समर्थ डेव्हलपमेन्ट कार्पोरेशन चे भागीदार विकास के यालायलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नावः 11 अे, सुयश गोखले रो	लिहून देणार वय 41 सही		

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA

बदर - १५
LEE2 | ५५
२००९

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

दस्त गोषवारा भाग - 2

वदर15
दस्त क्रमांक (8962/2009)
129

(113)

दस्त क्र. [वदर15-8962-2009] चा गोषवारा
बाजार मुल्य :5310162 मोबदला 7659000 भरलेले मुद्रांक शुल्क : 465500

दस्त हजर केल्याचा दिनांक :29/09/2009 01:35 PM
निष्पादनाचा दिनांक : 25/08/2009
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) अभिहस्तांतरणपत्र
दस्त अनुच्छेद प्रकार: *(25-ड) निवासि जागा (सहकारी संस्था/मालकी (अ)नरशीप) फ्लॅटस) संबंधी असेल तर

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 29/09/2009 01:35 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 29/09/2009 01:39 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 29/09/2009 01:39 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 29/09/2009 01:39 PM

दस्त नोंद केल्याचा दिनांक : 29/09/2009 01:39 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात.
1) दयानंद केसरकर- - ,घर/फ्लॅट नं: अ/20, हाफकिन, परेल, मु
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
2) शहानवाझ शेख - - ,घर/फ्लॅट नं: ओशिवरा गार्डन, व्ह्यू सोसा. 93/26, अंधेरी प
53
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

पावती क्र.:8984 दिनांक:29/09/2009
पावतीचे वर्णन
नांव: पी जी एफ लिमिटेड चे ऑथो सिग्नेटरी तुलसीराम मनजित ठाकूर
- -

30000 :नोंदणी फी
1120 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

31120: एकूण

दु. निबंधकाची सही, सह दु.नि.का.अंधेरी 4

बदर १५
LEE2 | ५६
२००९

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण ५६ पाने आहेत.

सह. दुय्यम निबंधक अंधेरी क्र.४
मुंबई उपनगर जिल्हा

दु. निबंधकाची सही
सह दु.नि.का-अंधेरी 4

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4 MUMBAI SUBURBAN DIST., BANDRA

बदर - १५/ LEE2 /२००९
पुस्तक क्रमांक १ क्रमांक LEE2 वर
नोंदला :
दिनांक : २९/९/०९

सहदुय्यम निबंधक, अंधेरी क्र. ४,
मुंबई उपनगर जिल्हा

DSUMRY-04[illegible]SR404 Prepared on: 29/09/2009 13:40:02

1 of 1

Kanjan G Kiri
BOMBAY
NOTARY

TRUE COPY

TRUE COPY

DATED THIS 25TH DAY OF AUGUST 2009

130 (112)

BETWEEN

M/S. SAMARTHA DEVELOPMENT CORPORATION

.... Developer

AND

PGF LIMITED

...ALLOTTEE

AGREEMENT FOR ALLOTMENT

Flat No.1804 on 18th Floor

in

Building No. 21

SAMARTHA AANGAN-I

MAHIMTURA & CO.

Advocates & Solicitors

101/104, BANAJI HOUSE, HUTATMA CHOWK,
DR. D. N. ROAD, FORT, MUMBAI - 400 001.

Kasturi G. Kirkire
GREATER BOMBAY
NOTARY

Annexure B (Colly)

21/1803

131

(111)

SAMARTHA AANGAN

SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP. HSG SOC LTD.
"Samartha Aangan Complex, Off K.L Walawalkar Marg, Oshiwara,Andheri(W), Mumbai-400053.
Registered Under The Maharashtra State Co-operative Act 1960
(Reg.No.BOM/W-K/W/HSG/TC/8874/95-96)

TRUE COPY

Share Certificate No.....71.....Members Reg.No.....71..... No of Shares 5

Share Certificate

THIS IS TO CERTIFY that ~~Shri/Smt/Ms~~ M/S PGF Limited .....is the Registered Holder of Five Fully Paid Up Shares of Rupees FIFTY each.Numbered from....351.....to.....355..... both inclusive,in SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP.HSG SOC LTD.(Samartha Aangan),subject to the bye-laws of the society.

Given under the common seal of the said society on this ...15th.....day of ....July.....2012

AUTHORISED M C MEMBER | HON.SECRETARY | CHAIRMAN

Kasturi G Karkera GREATER BOMBAY NOTARY

12/9/16

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regn.No.545
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Reg. No. 2748 P.No. 47

Annexure B (110)

211304

132

SAMARTHA AANGAN

SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP. HSG SOC LTD.
"Samartha Aangan Complex, Off K.L Walawalkar Marg, Oshiwara, Andheri(W), Mumbai-400053.
Registered Under The Maharashtra State Co-operative Act 1960
(Reg.No.BOM/W-K/W/HSG/TC/8874/95-96)

TRUE COPY

Share Certificate No.....72.....Members Reg.No.....72..... No of Shares 5

Share Certificate

THIS IS TO CERTIFY that ~~Shri/Smt/Ms~~ M/s. PGF Limited .....is the Registered Holder of Five Fully Paid Up Shares of Rupees FIFTY each.Numbered from...356....to....360..... both inclusive,in SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP.HSG SOC LTD.(Samartha Aangan),subject to the bye-laws of the society.

Given under the common seal of the said society on this ...15th.....day of .....July.....2012

AUTHORISED M C MEMBER

HON.SECRETARY

CHAIRMAN

Kasturi G. Karkera GREATER BOMBAY NOTARY

12/9/16

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regn.No.5845
Shop No.11, Mona Shopping Centre
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Reg. No. 2749 P.No. 47

Annexure C TRUE COPY (109)
(colly) 133

Samartha Development Corporation

REGD. OFFICE : 11/A, SUYASH, GOKHALE ROAD (N), DADAR, MUMBAI - 400 028. TEL.: 2430 2517, 2422 6833 • FAX: 2437 0150
ADMIN. OFFICE : PARIJAT, GOKHALE ROAD (N), DADAR, MUMBAI 400 028. E-mail : samartha@bom8.vsnl.net.in

No.SDC/ID-III/21-SAI/1803/2009/1035 21st October 2009

To,
M/s. PGF Limited,
Flat No.1803, "SAMARTHA AANGAN-I";
Indra Darshan Sector - III,
Off K.L. Walawalkar Marg,
Oshiwara, Andheri (West),
Mumbai – 400 053.

Sub: Allotment of a Covered Car Parking Space No.36 above the basement of the buildings in **SAMARTHA AANGAN Complex** constructed on Sub-Plot No.1-B, Survey No.41 (Part), C.T.S.No.1/215 (part), Village Oshiwara, Shree Swami Samartha Nagar, Andheri (West), Mumbai – 400053.

Sirs,

By an Agreement For Allotment dated 25.08.2009 executed between and amongst ourselves, you were allotted Flat No.1803 admeasuring 542 sq.ft. Carpet (646 sq. ft. super built up), on the 18th floor in the building SAMARTHA AANGAN-I, situated on Sub Plot No.1-B, S.No.41 (Part), C.T.S. No.1/215 (Part), Oshiwara Village, Shree Swami Samartha Nagar, Andheri (West), Mumbai 400 053. By virtue thereof, you have requested us for allotment of one covered car parking space above the basement of the buildings in "SAMARTHA AANGAN Complex" against the said flat, so as to enable you to park your vehicle therein.

2. In response to your said request, we, in terms of the Agreement dated 29.06.2000 made between Shree Swami Samartha Prasanna Oshiwara East Unit No.1 Co-op. Hsg. Society Ltd. and ourselves as Developer, are pleased to allot to you, a covered car parking space bearing No.36 above the basement of the buildings in SAMARTHA AANGAN Complex (as indicated by red colour boundary line in the plan attached herewith), against your flat No.1803 situated in the said building SAMARTHA AANGAN-I as indicated hereinabove on the terms and conditions stipulated hereinbelow:-

Kasturi G Kalera
Greater Bombay
NOTARY

...2

TRUE COPY
134

(108)

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

(i) that the said parking space shall be utilised only for parking your light motor vehicle. You shall be entitled to park your car in the said parking space and to have an uninterrupted access thereto and therefrom;

(ii) that you shall abide by the rules and regulations of the Society, and/or the B.M.C., and/or any other Authorities concerned, in respect of the use of the said parking space;

(iii) that you shall pay regularly to the Developer and/or to the Society, the monthly assessment and other Municipal Charges as also the Society Charges if any;

(iv) that the said parking space has been allotted to you on the basis that you have acquired the premises in the aforesaid building and that the said allotment would continue, as long as you hold the said or any other premises in the said building. Once you cease to hold or occupy such premises, you shall transfer the said parking space to any other holder or occupant of any other premises in the said building and not to any outsider.

(v) that you shall indemnify and keep always indemnified the Developer and/or the Society against any costs, charges, damages incurred by us and/or the Society on account of default or breach of any of the terms and conditions, subject to which this allotment is made to you;

Thanking you,

Yours faithfully
FOR SAMARTHA DEVELOPMENT CORPORATION

PARTNER

Copy to Andheri Site office.

12/9/2016

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regn.No.5[illegible]
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

Reg. No. 2750 P.NO. 47

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

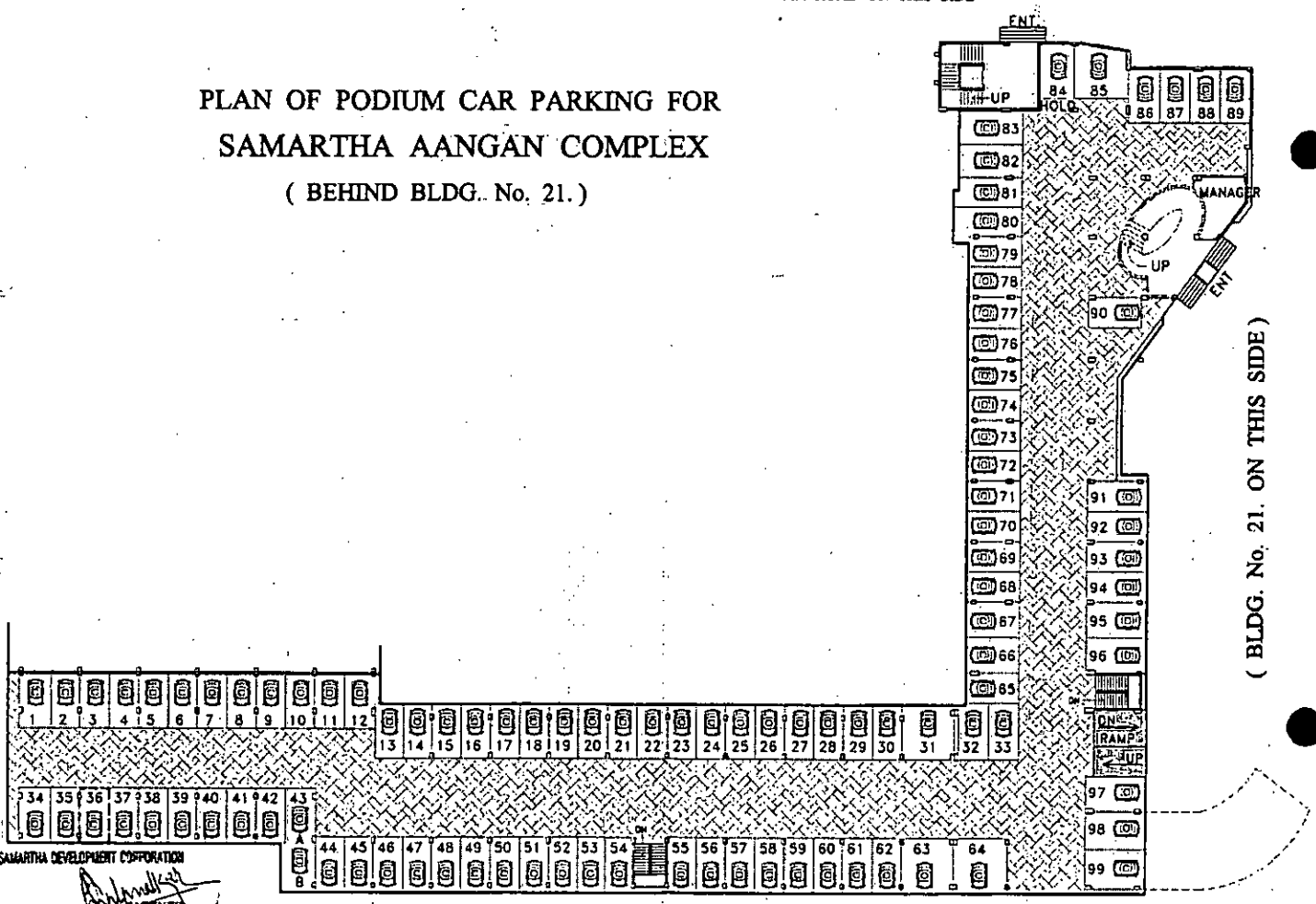
MHADA ON THIS SIDE

44' WIDE D.P. ROAD ON THIS SIDE

N

PLAN OF PODIUM CAR PARKING FOR SAMARTHA AANGAN COMPLEX

(BEHIND BLDG. No. 21.)



for SAMARTHA DEVELOPMENT CORPORATION

PARTNER

TRUE COPY

(106)

Annexure C
136

Samartha Development Corporation

REGD. OFFICE : 11/A, SUYASH, GOKHALE ROAD (N), DADAR, MUMBAI - 400 028. TEL.: 2430 2517, 2422 6833• FAX: 2437 0150
ADMIN. OFFICE : PARIJAT, GOKHALE ROAD (N), DADAR, MUMBAI 400 028. E-mail : samartha@bom8.vsnl.net.in

No.SDC/ID-III/21-SAI/1804/2009/1017

21st October 2009

To,
M/s. PGF Limited,
Flat No.1804, "SAMARTHA AANGAN-I",
Indra Darshan Sector III,
Off K.L. Walawalkar Marg,
Oshiwara, Andheri (West),
Mumbai – 400 053.

Sub : Allotment of a Basement Car Parking Space No.80 in the basement of the buildings in **SAMARTHA AANGAN Complex** constructed on Sub-Plot No.1-B, Survey No.41 (Part), C.T.S.No.1/215 (part), Village Oshiwara, Shree Swami Samartha Nagar, Andheri (West), Mumbai – 400053.

Sirs,

By an Agreement For Allotment dated 25.08.2009 executed between and amongst ourselves, you were allotted Flat No.1804, admeasuring 432 sq.ft. Carpet (666 sq.ft. super built up), on the 18th floor in the building SAMARTHA AANGAN-I, situated on Sub Plot No.1-B, S.No.41 (Part), C.T.S. No.1/215 (Part), Oshiwara Village, Shree Swami Samartha Nagar, Andheri (West), Mumbai 400053. By virtue thereof, you have requested us for allotment of one basement car parking space in the basement of the buildings in "SAMARTHA AANGAN Complex" against the said flat, so as to enable you to park your vehicle therein.

2. In response to your said request, we, in terms of the Agreement dated 29.06.2000 made between Shree Swami Samartha Prasanna Oshiwara East Unit No.1 Co-op. Hsg. Society Ltd. and ourselves as Developer, are pleased to allot to you, a basement car parking space bearing No.80 in the basement of the buildings in SAMARTHA AANGAN Complex, (as indicated by red colour boundary line in the plan attached herewith), against your Flat No.1804 situated in the said building SAMARTHA AANGAN-I as indicated hereinabove on the terms and conditions stipulated hereinbelow:-

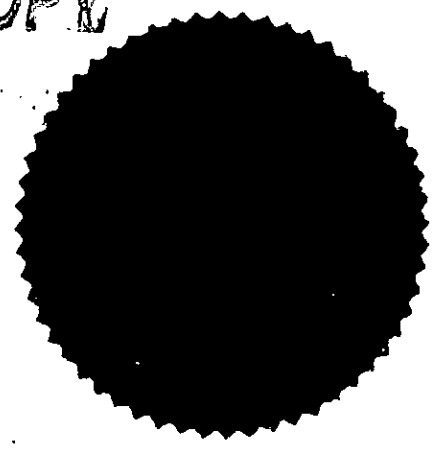
Kasturi G Kalkera
GREATER BOMBAY
NOTARY

.....2

TRUE COPY

(105)

137



(i) that the said parking space shall be utilised only for parking your light motor vehicle. You shall be entitled to park your car in the said parking space and to have an uninterrupted access thereto and therefrom;

(ii) that you shall abide by the rules and regulations of the Society, and/or the B.M.C., and/or any other Authorities concerned, in respect of the use of the said parking space;

(iii) that you shall pay regularly to the Developer and/or to the Society, the monthly assessment and other Municipal Charges as also the Society Charges if any;

(iv) that the said parking space has been allotted to you on the basis that you have acquired the premises in the aforesaid building and that the said allotment would continue, as long as you hold the said or any other premises in the said building. Once you cease to hold or occupy such premises, you shall transfer the said parking space to any other holder or occupant of any other premises in the said building and not to any outsider.

(v) that you shall indemnify and keep always indemnified the Developer and/or the Society against any costs, charges, damages incurred by us and/or the Society on account of default or breach of any of the terms and conditions, subject to which this allotment is made to you;

Thanking you,

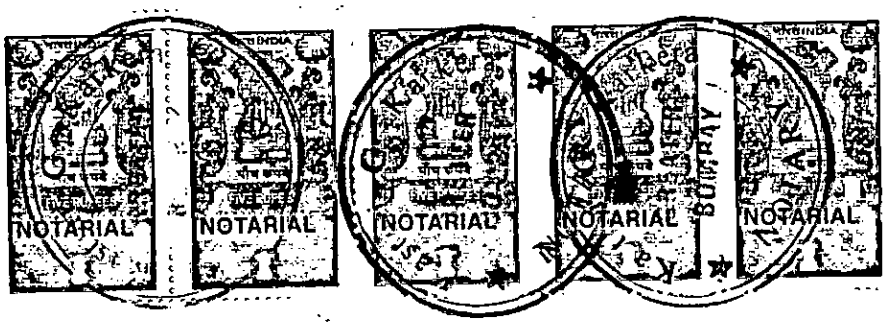
Yours faithfully
FOR SAMARTHA DEVELOPMENT CORPORATION

PARTNER

Copy to Andheri Site office.

12/9/16

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regn.No.546
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

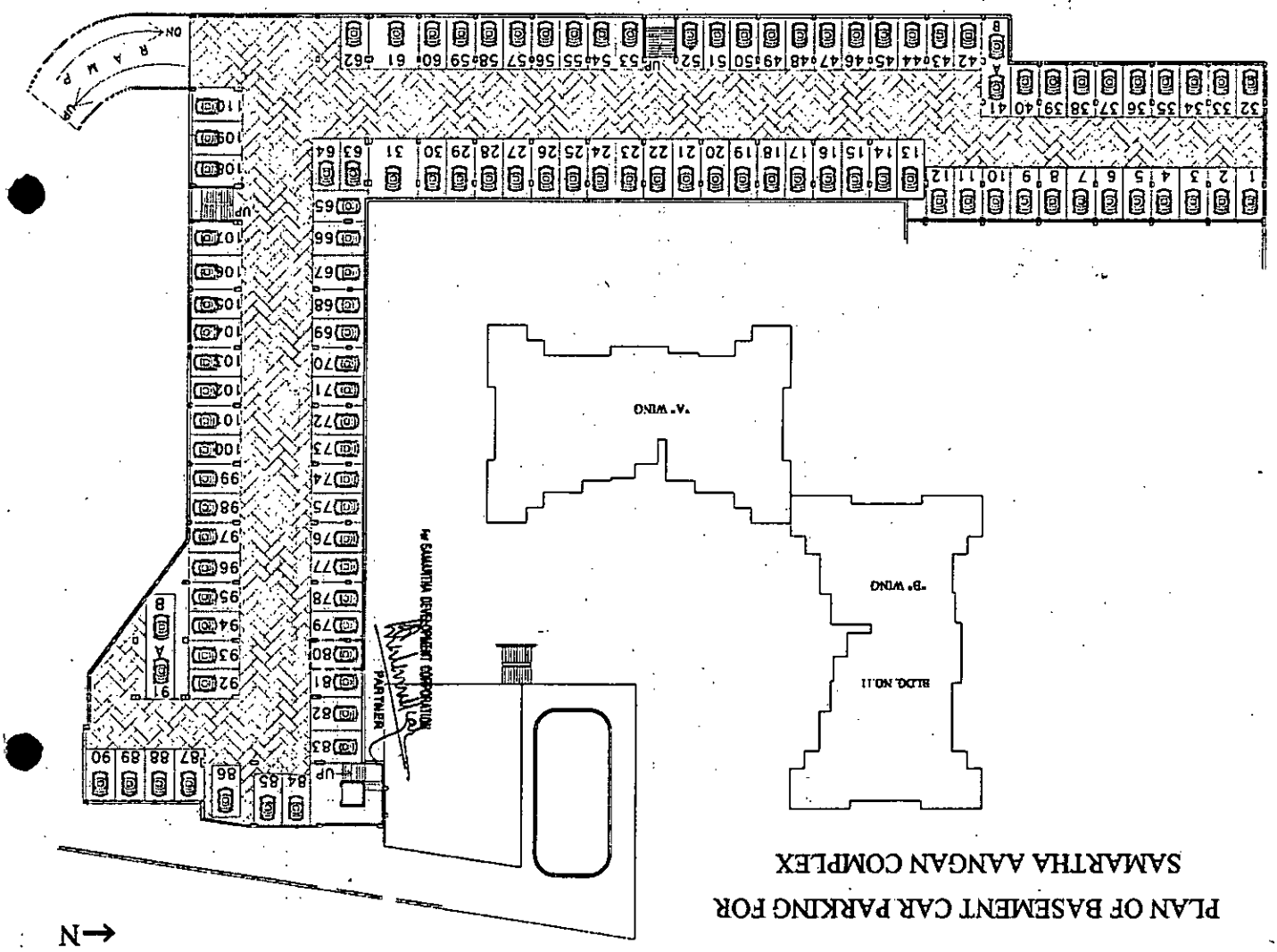


Reg. No. 2250 P. No. 47

(104)

TRUE COPY

138



Kasturi G Kalkera
GREATER BOMBAY
NOTARY

(103)

TRUE COPY

1803

ANNEXURE D
(Colly)

139

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

ANNEXURE-D

TRUE COPY

(102)

140

Thursday, December 15, 2011

5:54:51 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 11105

गावाचे नाव ओशिवरा

दिनांक 15/12/2011

दस्तऐवजाचा अनुक्रमांक वदर4 -11041 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: शोभन टी पारीख

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40) :- 800.00

एकूण रु. 30800.00

आपणास हा दस्त अंदाजे 6:09PM ह्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 2 (अंधेरी)

बाजार मुल्य: 9386900 रु. मोबदला: 11286000रु.

भरलेले मुद्रांक शुल्क: 547000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एच डी एफ सी मु ;

डीडी/धनाकर्ष क्रमांक: 3860; रक्कम: 30000 रु.; दिनांक: 08/12/2011

ST Pari

17/12/11

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

(101)

मूल्यांकन प

पावती 99009/2011

141

मुल्यांकन	2011	दिनांक	15/12/2011
जिल्हा	मुंबई(उपनगर)		
प्रमुख मुल्य विभाग	- 50-ओशिवरे (अंधेरी)		
उपमुल्य विभाग	- 50/240-भुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड.		
मिळकतीचा क्रमांक	सि.टी.एस. नंबर -- 1		
नागरी क्षेत्राचे नांव	मुंबई(उपनगर)		
मिळकतीचे वर्ग	बांधीव		

बाजार मूल्यदर तक्त्यानुसार प्रति चौ. मीटर मूल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक
64,000	106,500	113,400	163,800	106,500

मिळकतीचे क्षेत्र	77.69	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उद्वाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	18

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = घसारा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * घसारा टक्केवारी (Rule 5 or 8)

= 106,500.00 * 100.00 /100

= 106,500.00

A) मुख्य मिळकतीचे मुल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * मिळकतीचे क्षेत्र * मजला निहाय घट/वाढ (Rule 19 or 20)

= 106,500.00 * 77.69 * 110.00 /100

= 9,101,383.50

D) खुल्या जमिनीवरील वाहन तळाचे क्षेत्र = 11.15 चौरस मीटर (Rule 17(2))

खुल्या जमिनीवरील वाहन तळाचे मूल्य = 11.15 * (40.00 / 100) * 64,000.00

= 285,440.00

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मुल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 9,101,383.50 + 0.00 + 0.00 + 285,440.00 + 0.00 + 0.00 + 0.00 + 0.00

mv = 9,386,824.00

Av = 11286000/- High

दस्त-१/ 99009 / 2011

Kasturi G Karkera GREATER BOMBAY NOTARY

TRUE COPY

142

THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP
Estd.1906
Customer Copy
Branch : ____ No. : 942194
Date: 12/12/2011
Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	₹	5,47,000/-
Service Charges	₹	—
Total	₹	5,47,000/-

Pan No. :-
Name & Address of Stamp duty paying party
Shobhan T. Parikh & Dipti S. Parikh, 401, Shree Kripa, J.P. Road, Andheri
Tel. No. / Mobile No.: 9820200068
Name of the counter party: PGF Ltd
Purpose of Transaction: Sale Deed
For Franking Documents
₹ 5,47,000/-
DD/PayOrder/Cheque No. 003862
Bank Name: HDFC
Branch: Andheri
Purchaser's Signature (Paying Party)
For Bank Use Only
Franking Sr. No. 61698
Tran ID
For The Cosmos Co-op. Bank Ltd.
Authorised Signatory
Service Tax Reg. No. AAAAT0742KST001

SALE DEED

This AGREEMENT FOR SALE made and entered into at Mumbai this 15 day of DECEMBER' 2011 between **M/s. PGF LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having registered office at 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi - 110 063 having Pan No. AABCP2805N, and owner of Flat No. 1803, 18th Floor, Building No. 1, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, Off Link Road, Oshiwara, Andheri (W), Mumbai - 400 053., by **Mr. RAJU AGGARWAL** (Company secretary) and through their constituted Attorney namely **Mr. TULSI RAM MANJEET THAKUR** herein after called the **"The Transferor"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, legal successors, executors and administrators and assigns for the time being in force) of the First Part;

AND

MR. SHOBHAN T. PARIKH, PAN No. AAEPP2031R & **MRS. DIPTI S. PARIKH** PAN No. AAEPP1645E both adults, Indian Inhabitants, and residing at Flat No. 401, New Shree Kripa CHS Ltd., J.P.Road, Near Andheri Sports Complex,Andheri (W),Mumbai-400053, hereinafter called the **"The Transferees"** (which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors and administrators and assigns) of the Second Part.

For The Cosmos Co-op. Bank Ltd.
Authorised Signatory
Sanjay Y. Oak
D-5/STP/VIC.R.1004/06/2604-1752-6410
The Cosmos Co-Operative Bank Ltd. Vile Parle Branch, Saraswati Niwas, Plot No-45, TPS-1 CTS No 507 A, Hanuman Road, Vile Parle (E), Mumbai-400 057.
Five Lac Four Seven Thousand only
भारत 91678
190162
Special Adhesive
DEC 12 2011
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SAMADUTY MAHARASHTRA
R 054700 01-PB5114
PGF LIMITED NEW DELHI

Kasturi G. Kalkera GREATER BOMBAY NOTARY 2

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Whereas THE TRANSFEROR is seized and possessed of on Ownership basis, the Flat No. 1803, 18th Floor, Building No. 21, Samartha Aangan-I, admeasuring 542 Sq. Ft. Carpet Area equivalent to 836 Sq. Ft. Super Built Up Area in the building known as "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053, along with One Alloted Covered car parking space No 36 located in the Compound in the said Building of the said society (herein after referred to as the "**Said Flat**") more particularly described in the schedule hereunder written. The Society monthly Outgoing bills are also being issued in the name of the THE TRANSFEROR and that they have been paying them from time to time and nothing is due and payable by them to any respective authorities on that account.

AND WHEREAS THE TRANSFEROR has not done or omitted to do any acts, deeds or things whereby their rights to sell, transfer, convey and assign the Said Flat, membership and interests in the capital of the said Society are adversely affected except as stated hereinabove and that all their rights for selling, transferring, conveying and assigning the Said Flat and the said membership of the society are subsisting solely with THE TRANSFEROR herein.

AND WHEREAS by and under an agreement dated 25th August, 2009, executed by and between M/s. Samartha Development Corporation, a Partnership Firm duly registered under the Indian Partnership Act, 1932 and then having its office at 11-A, Suyash, Gokhale Road (North), Dadar (W), Mumbai - 400 028., and M/s. PGF LIMITED (therein referred to as "the Flat owner"), the Developers sold the Flat to the Flat Owner and Flat Owner agreed the purchase of Flat No. 1803, 18th Floor, Building No. 21, Samartha Aangan-I, admeasuring 542 Sq. Ft. Carpet Area equivalent to 836 Sq. Ft. Super Built Up Area in the building known as "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053, along with One Alloted Covered car parking space No 36 located in the Compound in the said Building of the said society (hereinafter referred to as the Said Parking Space vide parking allotment letter dated 21st October, 2009) (hereinafter collectively referred to as the Said Flat) at the price and on the terms and conditions therein contained.

PGF LIMITED NEW DELHI

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AND WHEREAS the said Agreement was duly registered with Sub-registered of Assurance at Bandra after payment of appropriate stamp duty and registration fee bearing No. BDR15-08961-2009 Dated 29-09-2009.

AND WHEREAS "The Transferor" herein having being paid the full and entire consideration payable under the above referred Agreement are well and sufficiently entitled to and are the owner and in use and occupation on ownership basis of the said Flat.

AND WHEREAS The various Flat owners in the said 'Samartha Aangan' Building formed Co-operative Housing Society under the Maharashtra Co-operative Societies Acts, 1960 in the name and style as Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., registered with DY. Registrar of Co-operative Societies at Mumbai, under Registration No. BOM/W-K/W/HSG/TC 8874/95-96 Dated 9-5-1995, (hereinafter referred to as the 'SAID SOCIETY').

AND WHEREAS The "The Transferor" herein have been admitted as the member of the said society and the "The Transferor" are the member of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., and by virtue of being the member of the said society, they have been holding the above said flat on what is known as 'Ownership basis'.

AND WHEREAS The "The Transferor" have represented to the "The Transferees" that they have been holding the abovesaid flat along with membership rights and as the Society is just being formed the **Share Certificate have not been issued by the Society**, and they are desirous of disposing off their right, title and interest in the said flat and the membership of the said society and the "The Transferees" herein have agreed to acquire all the right, title and interest of the "The Transferor" in the said flat and the membership of the said society.

AND WHEREAS the "The Transferor" have agreed with the "The Transferees" to sell, convey and transfer to the "The Transferees" and the "The Transferees" has agreed to purchase from the "The Transferor" the said Flat along with all beneficial rights, title and interest of the "The Transferor" at or for the total price of Rs. 1,12,86,000/- (Rupees One Crore Twelve Lacs Eighty Six Thousand only) free from all encumbrances and reasonable doubts upon the terms and conditions hereinafter contained.

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AND WHEREAS the "The Transferor" being a Limited Company M/s. PGF LIMITED, by **Mr. RAJU AGGARWAL** (Company secretary) have passed the necessary writings/resolutions/ Specific Power of Attorney in favour of **Mr. TULSI RAM MANJEET THAKUR,** thereby giving him the right to deal with the said Flat, to execute the Agreement for Sale and to present, lodge, sign, admit execution and do all necessary things for registration and register the said Agreement and to receive the valuable consideration in the name of the "The Transferor" Company of such sale for and on behalf of the aforesaid company.

AND WHEREAS Pursuant to an application made by the "The Transferor" to the said Society of their intention to sell and transfer the said flat etc. to "The Transferees" as required under the bye-laws of the said society to transfer the interest in the property of the said Society, the said Society has conveyed in principle its no objection thereto to the "The Transferor" vide its letter dated 06 December 2011 subject to compliance of the Society's requirements. The parties have also signed and filed the requisite Forms 20(1) and 20(2) with the said Society vide its letter dated 02 November, 2011. The "The Transferor" undertakes to pursue and obtain the necessary permission from the said Society and other concerned authorities, if any for the transfer of the said flat in favour of "The Transferees".

AND WHEREAS The "The Transferor" has agreed and undertaken to the "The Transferees" that the "The Transferor" shall against the completion of the transaction as hereinafter provided and clearing of all the monies and hand over to the "The Transferees" quiet, vacant and peaceful possession of the said flat and also hand over all the original documents of title in respect of the said premises

AND WHEREAS relying upon the statements and representations made by the Transferor, The Transferee has agreed to purchase and acquire from THE TRANSFEROR the said premises i.e. the said flat and all their right, title and interest therein along with the said shares and interests in the capital of the said Society, free from all encumbrances and reasonable doubts of whatsoever nature, to which THE TRANSFEROR has agreed upon the terms and conditions recorded hereinafter;

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

NEW DELHI PGF LIMITED

Kasturi G. Karkera
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1. The "The Transferor" doth hereby agree to sell, transfer and assign to the "The Transferees" and the "The Transferees" doth hereby agrees to take over and acquire from the "The Transferor" all and singular benefits, rights, title, interest, claim, property and demand of the "The Transferor" as the absolute owner of the said Flat bearing Flat No. 1803, 18th Floor, admeasuring 542 Sq. Ft. Carpet Area equivalent to 836 Sq. Ft. Super Built Up Area, Building No. 21, Samartha Aangan-I, along with One Alloted Covered car parking space No 36 located in the Compound in the said Building of the said society viz. Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053., for the total consideration of Rs. 1,12,86,000/- (Rupees One Crore Twelve Lacs Eighty Six Thousand only) together with all the right to hold, use, occupy possess and enjoy the said flat and the membership of the said society and also together with the benefits of and under all amounts and deposits lying to the credit of the "The Transferor" in the books and records of the said Society including interalia deposits, sinking funds, dividends and other amounts to which the "The Transferor" is entitled by virtue of being member of the said Society and all rights of membership of the said Society and also all rights benefits and advantages of and incidental and pertaining and attached thereto including interalia the benefits and advantages of and under the documents of title thereof and also the sole, exclusive and absolute right to hold, use, occupy, possess, enjoy, enter upon, remain in the said flat.

2. "The Transferee" have paid to "The Transferors" the sum of **Rs. 1,12,86,000/- (Rupees One Crore Twelve Lacs Eighty Six Thousand only)** (as per receipt) on or before the execution of These Presents being the full and final payment / consideration in respect of the sale of "said premises" (the payment and receipt whereof "The Transferors" hereby doth admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge "The Transferee" forever).

3. "The Transferors" hereby covenants with "The Transferee" that notwithstanding any act, deed, matter or thing whatsoever by "The Transferors" or any person or persons lawfully or equitably claiming by, from, through, under or in trust for "The Transferors" made, done, committed, omitted or knowingly suffered to the contrary, "The Transferors" has in themself good right, full power and absolute authority to sell, transfer and convey the "said premises" in favour of "The

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Transferee" and that their ownership thereof is valid and subsisting in law for all purposes and in all respects and that "The Transferors" has not done, committed or omitted to do any act, deed, matter or thing whereby the ownership of the "said premises" may be rendered void or voidable for any reasons or on any count.

4. "The Transferors" hereby declares that :

a) There are no winding up proceedings pending or contemplated against "The Transferors";

b) That the said Flat is free from all claims, encumbrances, liabilities etc of any nature whatsoever and the same is not attached either before or after judgments or at the instance of any taxation authority or any other authorities and THE TRANSFEROR has not given any undertakings to the taxation authorities or any authorities so as not to deal with or dispose of the right, title and interest in the said flat and that THE TRANSFEROR has full and absolute power and authority to deal with the same.

c) That the rights, title, interest in the membership of the said society and the ownership of the said flat absolutely belongs to the Transferor and that no one else has any right, title or interest by the way of sale, mortgage, gift, tenancy, trust, inheritance, bequeathal, possession, hypothecation, charge, lien, easement or otherwise howsoever.

d) That notwithstanding any act, deed, matter or thing whatsoever done by the Transferor or any person or persons, lawfully or equitably claiming by from under or in trust for them, the Transferor has in their selves, good right, full power and absolute authority to sell and transfer their rights, title and interests of their membership of the said Society including the said Flat and the said Shares hereby sold and transferred and that they have not nor any one on their behalf has done or committed or omitted to do any act, deed, matter or thing whereby the ownership of the said Flat and holding of the said Shares may be rendered illegal or unauthorized for any reason or on any account.

e) That there is no litigation in respect of the right, title and interest in the ownership of the Transferor of the said Flat and their membership with the said Society in any court in India and that there is no Lispendens notice in respect thereof.

f) THE TRANSFEROR doth herein assures unto THE TRANSFEREE that THE TRANSFEROR has not been restrained either under the

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PGF LIMITED NEW DELHI

Kasturi G. Kalkera GREATER BOMBAY NOTARY

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provisions of the Income-tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under the Maharashtra Land and Revenue Code, Urban Ceiling Act or any other statute from disposing of the said flat by the way of sale to the Transferee.

g) THE TRANSFEROR further assures and undertakes to give all co-operation or witness at the request of THE TRANSFEREE herein and shall execute all documents and such further deeds, writings for better and more properly assuring, transferring and conveying their right, title, interest and benefits in the said Flat to the name of THE TRANSFEREE and/or their assign/s after receiving the full and final consideration of the said Flat mentioned above.

h) THE TRANSFEROR shall facilitate THE TRANSFEREE to get the electric meter to the name of THE TRANSFEREE including the amount of security deposit paid, if any.

i) THE TRANSFEROR shall facilitate THE TRANSFEREE to get the Mahanagar Gas Ltd. to the name of THE TRANSFEREE including the amount of security deposit paid, if any.

j) All deposits, sinking funds, etc. if any outstanding in the name of THE TRANSFEROR with the said society, will be transferred in the name of THE TRANSFEREE.

Relying upon the aforesaid declarations and representations of "The Transferors" and believing the same to be true and correct "The Transferee" have purchased and acquired the "said premises".

5. "The Transferors" hereby agrees and undertakes to indemnify and keep "The Transferee" indemnified, saved defended and harmless against all claims, demands, actions, proceedings, costs, charges and expenses that "The Transferee" may suffer or incur on account of any claim or demand made or raised by any person or persons claiming by, through or in trust for "The Transferors" in respect of the "said premises" in relation to the period prior to the execution hereof. "The Transferors" shall at their own cost and expenses get such claim, if any, released to the satisfaction of "The Transferee".

6. "The Transferors" has simultaneously on execution hereof handed over to "The Transferee" the quiet, vacant and peaceful possession of the "said premises" and "The Transferee" shall quietly occupy and possess the "said premises" without any interruption, claim or demand whatsoever

PGF LIMITED NEW DELHI

from "The Transferors" or any person or persons lawfully or equitably claiming by, from, under or in trust for "The Transferors".

7. "The Transferors" hereby declare that all municipal taxes, maintenance charges, water charges, electricity charges and other outgoings in respect of the "said premises" (whether demanded or not) as also all moneys due and payable to the "said society" has been paid by "The Transferors" upto the execution of These Presents and "The Transferors" has performed and observed all the rules, regulations and bye-laws of the "said society". "The Transferors" hereby indemnifies and keeps indemnified "The Transferee" against all such payments by "The Transferors" in respect of the "said premises" due till the date of These Presents.

8. THE TRANSFEROR assures THE TRANSFEREE that if any person/s or any competent authority/ies claim/s any amount/s which refers to any period up to the date of execution of this agreement from THE TRANSFEREE in respect of the above said premises, then THE TRANSFEROR herein shall solely clear the same, without in any manner holding THE TRANSFEREE responsible for the same. Further THE TRANSFEROR do hereby agree to keep THE TRANSFEREE, freely and absolutely acquitted, exonerated and forever discharged otherwise by THE TRANSFEROR, well and sufficiently saved, defended and keep harmless and indemnified of, from and against all former encumbrances whatsoever made, executed, occasioned or suffered by THE TRANSFEROR or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them before transfer of the said premise.

10. THE TRANSFEROR has given notice of their intention to transfer the shares and interest in the capital of the said society together with the said Flat i.e. the said premises, to the office bearers of the said society and they had obtained their consent (No Objection Certificate) for the same.

11. "The Transferee" hereby agrees as follows:

(a) To become member of the "said society" and to abide by and observe all the rules and bye-laws of the "said society" on admission as the member and ;

(b) To pay all the outgoings regularly including the municipal taxes, water charges, electricity charges etc. in respect of the "said premises" that may become due and payable from the date of These Presents;

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Kasturi G. Karkera GREATER BOMBAY NOTARY

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12. "The Transferors" has handed over to "The Transferee" necessary forms/transfer forms duly signed as required by the "said society" under the M.C.S. Act, 1961 along with Sale Deed dated _____ and all other original Agreement pertaining to the "said premises".

13. "The Transferors" hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the "said premises" has been made and/or created by "The Transferors" and/or any one claiming through them prior to the execution day in favour of any person or persons other than "The Transferee", the same after the execution of THESE PRESENTS shall be deemed to be null and void, inoperative, cancelled and deemed to be withdrawn and not binding upon "The Transferee" and/or the "said society". It is further agreed that this Sale Deed is binding on both the parties hereto and all other Agreements and understandings, if any, whether oral or in writing agreed or entered by and between the parties prior to the date of these presents stands cancelled.

14. The Transfer fees or any other amount by whatever name called payable to the "said society" shall be borne and paid by the parties hereto (viz. "The Transferors" on one part and "The Transferee" on the other part) in equal proportion i.e. 50:50. However the transfer/Donation fees will be paid by "The Transferors" to the Society in full proportion and 50% share will be reimbursed by "The Transferee" to "The Transferors". However, the Service Tax (if applicable) and Stamp Duty payable on these presents and the expenses for registration of the property that may be payable in connection with the transfer of the said Flat in the name of "The Transferee" shall be borne by "The Transferee" alone.

15. The Stamp Duty and registration charges, on These Presents shall be borne and paid by "The Transferee".

16. "The Transferors" indemnifies "The Transferee" for any claims for stamp duty, registration charges, penalty, etc., payable on previous transfer Agreement prior to this execution pertaining to the "said premises".

17. The aforesaid recitals form integral part of this Agreement.

18. This agreement shall always be subject to provisions of the Maharashtra Ownerships of Flats Act, 1963 and the rules made thereunder.

PGF LIMITED NEW DELHI

Kasturi G Karkera GREATER BOMBAY NOTARY

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19. That each of the parties herein doth hereby declare that all the above terms and covenants are individually read by them and understood by them prior to the signing of this agreement.

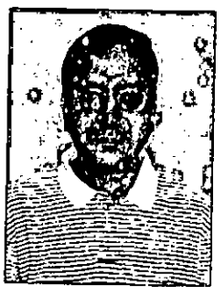
SCHEDULE OF PROPERTY REFERRED ABOVE TO :

Flat No. 1803, 18th Floor, Building No. 21, admeasuring 542 Sq. Ft. Carpet Area equivalent to 836 Sq. Ft. Super Built Up Area along with One Alloted Covered car parking space No 36 located in the Compound in the said Building of the said society in "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated on Link Road, Oshiwara, Andheri (W), Mumbai - 400 053. The Building consists of Stilt + 25 floors and Year of construction is 2008. The building is situated at C.T.S. No. 1/215 of Village Oshiwara, Taluka Andheri.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED BY THE)
WITHINNAMED "TRANSFEROR")
M/s. PGF LIMITED)
Mr. RAJU AGGARWAL (Company secretary))
and through their constituted Attorney)
Mr. **TULSI RAM MANJEET THAKUR**)
IN THE PRESENCE OF.....)
.....)
(Nalin. H. Bhaghan)

For PGF LIMITED
Authorised Signatory



SIGNED AND DELIVERED BY THE)
WITHINNAMED "TRANSFEREES")
MR. SHOBHAN T. PARIKH &)
MRS. DIPTI S. PARIKH)
IN THE PRESENCE OF.....)
.....)
GULESH MOTWANI

Reg. No. 2752 P. NO. 48

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12/9/16.

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

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Kasturi G. Karkera GREATER BOMBAY NOTARY

RECEIPT

RECEIVED FROM THE WITHIN NAMED "TRANSFEREE" NAMELY **MR. SHOBHAN T. PARIKH & MRS. DIPTI S. PARIKH**, a sum of **Rs. 1,12,86,000/- (Rupees One Crore Twelve Lacs Eighty Six Thousand only)** (the details given herein under) being full and final payment paid to us towards Sale of our "said premises" being Flat No. 1803, 18th Floor, Building No. 21, admeasuring 542 Sq. Ft. Carpet Area equivalent to 836 Sq. Ft. Super Built Up Area along with One Alloted Covered car parking space No. 36 located in the Compound in the said Building of the said society in "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, having S. No. 41, C.T.S. No. 1/215, of Village Oshiwara, Taluka Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, K-West Ward of the Municipal Corporation of Greater Mumbai, Situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053 under these presents:

P.O. No.	Date	Bank	Amount
1) 003882	13/12/2011	HDFC Bank. J.P. Road, M-58	Rs 1,12,86,000/-

Total Amount : **Rs. 1,12,86,000/- (Rupees One Crore Twelve Lacs Eighty Six Thousand only)**

WITNESSES :

1.

2. GULESH MOTWANI.

We SAY RECEIVED

For P G F LIMITED

Authorised Signatory

M/s. PGF LIMITED
(Mr. RAJU AGGARWAL (Company secretary)
and through their constituted Attorney)
Mr. TULSI RAM MANJEET THAKUR)

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DIPTI SHOBHAN PARIKH

DEVENDRA DHIRAJLAL DIWAN

15/12/1953

Permanent Account Number
AAEPP1645E

Signature

24032010

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHOBHAN THAKORLAL PARIKH

THAKORLAL VITHALDAS PARIKH

28/12/1953

Permanent Account Number
AAEPP2034R

Signature

03/2010

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-: नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक : बी ओ एम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी- सन ८४/९५-९६

या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट को ऑपरेटिव्ह हौसिंग सोसायटी लि. (हौसिंग सोसायटी) युनिट क्रमांक ६, ओशिवरा, अंधेरी (पश्चिम) मुंबई ४०००५३

ही संस्था महाराष्ट्र सहकारी संस्थाचे अधिनियम (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदण्यांत आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थेचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण गृहनिर्माण संस्था असून उपवर्गीकरण भाडेकरू सहभाडेदारी संस्था आहे.

कार्यालयीन मोहोर :- OFFICE OF THE DEPUTY REGISTRAR C.S. (K-W WARD) सहकारी संस्था (के. व. वार्ड) मुंबई BOMBAY

सही (जे. एस. पानपट्टे)
उपनिबंधक,
सहकारी संस्था (के. व. वार्ड)

हुद्दा

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मुंबई
दिनांक ९ / ५ / १९९५

Kasturi G Karkera
GREATER BOMBAY
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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PGF LIMITED

19/01/1983

Permanent Account Number

AABCP2805N

PGF LIMITED
NEW DELHI

For PGF LIMITED

(PREM SETH)
GM (Finance & Accounts) & Company Secretary

Kasturi G Karkera
GREATER BOMBAY
NOTARY

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SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO: 1 CO-OP. HSG. SOC. LTD.,

REG. NO: BOM/WK/W/HSG/TC/8874/95-96

"Samartha Aangan Complex, Off K.L. Walawalkar Marg, Oshiwara, Andheri (W)
Mumbai-400 053.

Date :6-12-2011

TO WHOM SO EVER IT MAY CONCERN

Reg: NOC for sale of flat no: 1803 in bldg. no: I-A on 18th floor of our society.
Ref: Notice of intention for transfer of shares under form no: 20 (1) & 20 (2).

With reference to the above, we hereby certify that M/s. PGF Ltd., is a bona fide member of our society wherein the share certificates is still to be issued to them. As per the request of the said member vide notice dated 2-11-2011, the society has no objection for the sale/transfer of their aforesaid flat to the intending purchaser Mr. Shobhan T Parikh & Mrs. Dipti S Parikh Subject to the compliance/ fulfillment of all requirements as laid down under the provisions of the bye laws of the society and various Acts/ Rules in existence for the transfer of the shares and/ or interest in the said flat as also the payments of all dues of the society and completion of the transfer formalities. The other details as required for compliance of the authority is as under:

Area of the Flat:	836 sq ft super built up.
Year of Construction:	2008
C T S No:	1/125
Village:	Oshiwara.
No: of floors:	Stilt + 25 floors.
Municipal Ward:	K/W Ward
Assessment Bill no:	00126424

99009 90
2022

Further we declare that the present NOC, on request of the said member is issued as per the requirement of the Sub-Registrar of Assurances, Andheri West for registration purposes only.

For Shree Swami Samartha Prasanna Oshiwara
East Unit No:1 Co-op. Hsg. Soc. Ltd.,

Hon.Secretary.

Regd. No.
BOM/W-K/W/HSG.
TC/8874/95-96

Kasturi G Karkera
GREATER BOMBAY
NOTARY

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pearls PGF LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF M/S PGF LIMITED HELD ON TUESDAY, SEPTEMBER 27, 2011 AT 11:00 A.M. AT S.C.O. 1042-43, SECTOR 22B, CHANDIGARH - 160022

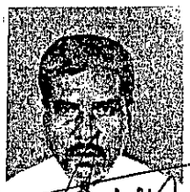
"RESOLVED THAT the consent of the Board be and is hereby accorded for the sale of flats being flats no. 1803 & 1804, 18th Floor, Building No. 21, Samartha Aangan-I, Oshiwara, Lokhandwala Complex, Andheri (W), Mumbai - 400 053, to Mr. Shobhan T. Parikh & Mrs. Dipti S. Parikh, r/o, Flat No. 401, New Shri Kripa C.H.S. Ltd, Near Sports Complex, Opp. Swadesh Restaurant, Andheri (W), Mumbai - 400 053, on the lines of the draft comprising all detailed terms and conditions duly considered and approved by the Board. For this purpose, the authority of the Board be and is hereby conferred upon Mr. Tulsi Ram Manjeet Thakur, R/o Alsana house, Road No.5, JVPD Scheme, Andheri West, Mumbai, Maharashtra, to sign and execute Transfer Deed/Sale Deed and Agreement to Sale to present the said documents before concerned Sub-Registrar or any other authority as desired for registration of the said property, to receive sale consideration on behalf of the Company from the purchaser and acknowledge the receipt of the same, to handover the possession of the said property to the purchaser and to sign and execute all documents pertaining to aforesaid property and to do all such acts necessary and expedient for said purpose and incidental thereto on behalf of the Company".

"RESOLVED FURTHER THAT a certified to be true copy of the Resolution be forwarded to the concerned authorities as and when required duly certified by the Company Secretary of the Company".

-- Certified True Copy--

For PGF Limited

RAJU AGGARWAL
(Company Secretary)



For P G F LIMITED

Authorised Signatory

बुक-6
११००७ १८
२०११

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.: 0172-2704992-4 Telefax : 2712024
H.O.: 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063, Ph.: 011-45545000 Fax:011-45545045

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(84)

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GREATER BOMBAY
NOTARY

Ex. Engineer Bldg. Proposal (W.S
H and K – Wards
Municipal Office, R. K. Patkar Marg,
Bandra (W), Mumbai–400 050.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CE/6922/WS/AK 26 MAR 2008

FULL OCCUPATION CERTIFICATE

To
M/s. Shree Swami Samartha Prasasana Oshiwara (East) Co.Op.Hsg.Soc.Ltd
H-A, Suyash Near Amar Hind Mandal,
Gokhale Road (North),
Dadar,
Mumbai - 400021.

Sir,

The full development work of residential building No. 21 comprising of Stilt + [illegible] upper floors on plot bearing C.T.S.No. 1/215, S.No.41 (Pt.) of Village Oshiwara situated at Shree Swmi Samartha Nagar, Andheri (West), Mumbai completed under the supervision of Shri. Ajit Gupte Licensed Architect, Licence No. CA/76/2994 may be occupied on the following condition :-

1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified completion plan is attached herewith.

बदर-४/
१०८९/२९
२०११

Yours faithfully,

sd/-
Executive Engineer
(Bldg. Proposals) W.S. [K/West & P Ward]

26 MAR 2008

Copy to : 1) Architect, Shri. Ajit Gupte
2) E.E.D.P.
3) E.E.[V]W.S.
4) Dy.A.& C.(S)
5) Sup. [K/West] Ward.
6) A.E.W.W.[K/West] Ward,
7) Asstt.Commissioner [illegible]

For information please.

26/3/10
E.E.B.P.(W.S.) K/West & P Ward.

CERTIFIED TRUE COPY

AJIT C. GUPTE
(ARCHITECT)

बदर-४/
९९०८९/९८
२०११

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ANNEXURE 'B'

मूळ - मत्तेच्या रजिस्टर कार्डातील उतारा

मालमत्ता : अंधेरी, जिल्हा : मुंबई उपनगर, मुंबई

मिळकत क्र.

सिटी सर्वे नंबर	क्षेत्रफळ (मीटर)	[illegible] प्रकार	[illegible]
9/245	९९६८९-८ + २७४८-८ हद्द [illegible] ४४६४४-६ + २८०७-५ [illegible] 1/2 [illegible] + ६२२२-५ [illegible] 1/2 [illegible] ६५९५०-२	[illegible]	

[illegible] हक्क

[illegible] १९ [illegible] हक्क [illegible] प्राप्त [illegible] [illegible] [illegible]

[illegible]

[illegible]

तारीख	[illegible]	[illegible] नंबर	[illegible] (५) [illegible] (६)	[illegible]
५	२	३	४	५
23/9/99	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील क्र. जि./का.७/पो.वि./एस.आर.१९३६ दि.१२/१२/९९ चा आदेश व दि.२१/१२/९५ चे पत्र, त्यातील जो.र.नं. २०५/९४ दि.३०/८/९४ चा मोजणी जाबाबा, [illegible] दि.३०/१२/९५ चा जाबाबा व त्यातील आदेश क्र. [illegible]/ओशिवरा/म.[illegible] ६ पै./पो.वि./३५ दि.२३/१/९९ आदेशाचे अधीन जिल्हाधिकारी [illegible] उतारा.	स्वाधी	(५) श्री. स्वामी [illegible] ओशिवरा भूमि [illegible] सो. लि.	

बदर-१५
९०९६ | ३८
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बदर-४/
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२०११

(क्र. गा. पाया)

Kasturi G Kalra
GREATER BOMBAY
NOTARY

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१० / ९८ मा. मदतमूल्य मंत्री (महा.) यांचे वादीत आदेश क्रमांक सी. टी. एस. २९९९/३२२/अ/१८००अ/एन-१ दि. ३०/१०/९९ व त्यानंतर निर्णय क्र. ना.भू.आ. २९९९/३२२/१८००अ/एन-१ दि. २२/५/९० अन्वये व त्यापूर्वीच आदेश क्रमांक ना.भू. ओशिवरा/ना.भू.१/९७ दि. ३/१०/९७ रद्दी पुरवणी मुळे रोगारे वादीत क्षेत्र २७४-९ चौ.मि. ची नोंद घेऊन एकूण क्षेत्र १६३२४-६ चौ.मि. अशी नोंद करावी.

सही/- ६/१०/९८ ना.भू.अ.क्र.४

९/९८ मा. जिल्हाधिकारी मुंबई उपनगर, जिल्हा यांचे वादीत क्र. सी./बाधी ३ क्र/एकत्रीकरण/एस.आर.ओ-१९९३ दिनांक ५/८/१९९८ चे आदेश पारित झाल्याने व मा. ना.भू. अ. यांचे वादीत आदेश क्र. ना.भू. ओशिवरा/ना.भू.क्र. १/२१५/१/२१ व १/२१७ चा मिळकतीचे एकत्रीकरणाने ना.भू.क्र. १/२१५ कायम ठेवून ना.भू.क्र. [illegible] २८०३-१ चौ.मि. व ना.भू.क्र. १/२१७ चे [illegible] चौ.मि. ना.भू.क्र. १/२१५ चे एकूण [illegible] ९७५०-२ चौ.मि. कायम ठेवले व ना.भू.क्र. १/२१६ व [illegible] च्या [illegible] मिळकत पत्रिका रद्द ठेवल्या.

सही/- १६/९ ना.भू.अ. अंधेरी

अर्जदार १७२

शासनाकडे जमा 90-00

[illegible] ५०

१९०-५०

खरी नकल

बदर-४/ १०८९/२६ २०११

९७९५०/२६

बदर-१५ ९७९ | ३९ २००९

बदर-४/ ११०४१/२१ २०११

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घोषणापत्र

मी तुलसीराम जग जाखर द्वारे घोषित करतो की, दुय्यम निबंधक अंधेरी-२ यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. पी पी एम डी के कंपनी लिमिटेड व इ. यांनी राजू अग्रवाल दि. 23/11/11 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र चालू आहे व वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

तुलसीराम

दिनांक : 15/12/11

कुलमुखत्यारपत्रधारकाचे नाव व सही

बदर-४/
११००१ / 22
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Page

पावती क्र.

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक बबई/ ७५५/२०११

दिनांक २३/११/११ सन २०

दस्तऐवजाचा प्रकार– मुखत्यारनामा (अधिप्रमाणित)

सादर करणाराचे नाव– मे. पी जी एफ लिमिटेड चे कंपनी सेक्रेटरी राजू अग्रवाल

खालीलप्रमाणे फी मिळाली:–

	रु.	पै.
नोंदणी फी		
नक्कल फी (फोलिओ)		
पृष्ठांकनाची नक्कल फी	१००	–
टपालखर्च		
नकला किंवा ज्ञापने (कलम ६४ ते ६७)		
शोध किंवा निरीक्षण		
दंड–कलम २५ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकला (कलम ५४) (फोलिओ)		
इतर फी (मागील पानावरील) बाब क्र.		
" "		
" "		
" "		
" "		
एकूण ..	१००	–

SUB REGISTRAR ASSURANCES-5 बिल्डिंग, मुंबई उपनगर (मुंबई) MUMBAI SUBURBAN DISTRICT, (MAHARASHTRA)

८०-१००/-

दस्तऐवज परत/नकला रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल. या कार्यालयात देण्यात येईल.

दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा हवाली करावा.

दुय्यम निबंधक, सह दुय्यम निबंधक मुंबई उपनगर

अदर–४/
११०११/२३
२०११

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SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012
Tel : 022-61778151
E-mail :

Mode of Receipt

Account Id	mhshcil01	Receipt Id	RECIN-MHMHSHCIL01050079904074 12J
Account Name	SHCIL-MAHARASHTRA	Receipt Date	23-NOV-2011

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

99079 | 20
2011

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INDIA NON JUDICIAL

Government of Maharashtra

सत्यमेव जयते

e-Stamp

Issued by
Stock Holding Corporation of India Ltd.
Location : SHCIL BANDRA
Signature
Details can be verified at www.shcilestamp.com

Certificate No.	:	IN-MH05244082197643J
Certificate Issued Date	:	23-Nov-2011 11:24 AM
Account Reference	:	SHCIL (FI)/ mhshcil01/ BKC/ MH-MSU
Unique Doc. Reference	:	SUBIN-MHMHSHCIL0105650447443358J
Purchased by	:	MS PGF Limited
Description of Document	:	Article 48 Power of Attorney
Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MS PGF Limited
Second Party	:	Tulsiram M Thakur
Stamp Duty Paid By	:	MS PGF Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SUB REGISTRAR AMBERNATH

बदर-४/
१९०४९ | २५
२०११

Please write or type below this line

बदर-४/
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Statutory Alert:

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

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Kasturi G Kalkera
GREATER BOMBAY
NOTARY

SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I Mr. **RAJU AGGARWAL (Company secretary)** of **M/s PGF Limited**, a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 2nd floor, Vaishali Building, Paschim Vihar, New Delhi 110063 and having its Mumbai address at Flat No 1903/4, Samartha Aangan-I, Oshiwara, Andheri (West), Mumbai 400 053., do hereby SEND GREETINGS to say:

AND WHEREAS **M/s PGF Limited** is the Owner of various Flats in the building **"SAMARTHA AANGAN- I** (building No 21)" & **"SAMARTHA AANGAN III** (building No 23)" of Shree.Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., bearing Plot No 1B, lying, being and situated at C.T.S. No 1/215 (Part), Survey No 41 (Part), Village Oshiwara, Andheri (W), Mumbai - 400 053, within Registration District and Sub-District of Mumbai City and Mumbai Suburban District (hereinafter referred to as the said Property). The said Flats are more particularly described in the Second Schedule hereunder written. The land on which the said building is constructed is more particularly described in the First Schedule hereunder written.

AND WHEREAS **M/s PGF Limited** is desirous of selling said Flats/ allot Parkings etc. in the said building on the said property and as I am the Company secretary of the said Company I am unable to attend to matters relating to the above property hence I am desirous of appointing some fit and proper person to represent me for the propose herein set forth.

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Kasturi G. Kikera GREATER BOMBAY NOTARY

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I am therefore desirous of appointing **Mr. TULSI RAM MANJEET THAKUR** residing at **R/o Alsana House**, Road No 5, J. V. P. D Scheme, Juhu, Vile parle (West), Mumbai aged 45 years as my true and lawful Attorneys for me/us and on my/our behalf to do the following acts, deeds, matters and things as herein appearing.

NOW KNOW YE AND THESE PRESENT WITNESSETH THAT I **Mr RAJU AGGARWAL (Company secretary)** of **M/s PGF Limited**, do hereby nominate constitute and appoint **Mr. TULSI RAM MANJEET THAKUR** residing at R/o Alsana House, Road No 5, J. V. P. D Scheme, Andheri (West), Mumbai 400 053 aged 45 years, (hereinafter also referred to as "THE SAID ATTORNEY") as my/our true and lawful Attorney for me/us, and on my/our behalf to do all or any of the following mentioned acts, deeds, matters and things mentioned hereunder in respect of the SAID PROPERTY.

1. To dispose/sell all or any part of Flats as mentioned in Second Schedule hereunder written in **"SAMARTHA AANGAN I** (building No 21)" & **"SAMARTHA AANGAN III** (building No 23)", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd bearing Plot No. 121, C.T.S. No. 1/38/3A, lying in the village Oshiwara Taluka Andheri, situated at Lokhandwala Back Road, Lokhandwala Complex, Andheri (West), Mumbai – 400 053.
2. To Dispose/Sell/execute and Present the said Sale Deed, Deed of Transfer/Confirmation/rectification, Agreement For Sale, and any other writings as also assurances for Registration and admit execution thereof before the Sub-Registrars or Registrar of Assurances of Mumbai or in any district or sub-district for the purpose of admitting execution of any instruments of documents for Registration thereof under the provisions of Indian Registration acts XVI of 1908.
3. To Dispose/Sell or transfer the said flat to any other name and receive the moneys from him/them in company name. To collect/receive payment in respect of sale of the said property in company name and deposit it in company account and issue valid receipt for the payment received. All receipts, acknowledgements and confirmations given by our said attorney shall be final and binding on us.
4. To Make sign, execute, register, agreements, conveyance, re-conveyance, deed of Transfer, Agreement for sale, Deed of Assignment, Deed of Confirmation, Deed of Rectification, Transfer Forms, ULC Declarations, Resignation Letters, to the Society/Competent body and other Writings,

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affidavits, declarations, applications, bonds including indemnity bonds, and all other writing assurances in respect of the said premises and to do all necessary acts, things and execute all documents, writings etc. as effectively aforesaid to transfer the said premises in the name of the prospective Purchaser/s in record of all concerned authorities/local body and to effectively complete the sale transaction in terms of the draft approved in favour of the prospective purchaser/s or in his/her/their nominee/s in respect of the said premises, or otherwise perfect or cause to be signed, executed registered and perfected any agreement, and other assurances where in the opinion of the said Attorney may be expedient or necessary for any of the foregoing purposes. To sign all applications, forms and other relevant papers, documents, possession letter etc. in respect of the sale of the said property as may be required by the authorities concerned.

5. To sign all the necessary papers, documents, affidavits, and other documents in respect of the said premises in my/our name/company name and on my/our/company behalf

6. To apply, appear and represent me before the Municipal Authorities, city survey Offices, SLR offices, Revenue Records, offices of government, semi government, state government and local authority for signing and executing the necessary transfer forms for transferring the said premises in the name of the prospective purchaser/s.

7. To hand over physical possession of the property on my behalf after receiving full consideration.

8. In general to do all other acts, deeds, matters and things whatsoever in or about the handling and Registration of the SAID PROPERTY herein either particularly or generally described as amply and effectually to all intents and purpose that we could do in our own proper person AND for more effectually removing any doubts which may arise as to the true meaning of these presents or as to the construction or application of the powers, hereby granted I do hereby declare that the powers, authorities and discretions hereby granted shall not in any case be deemed to revoke and the same shall in always extend to any other matters or transactions not herein precisely mentioned or defined which in course of dealing in respect of the said premises is required to be preformed.

9. And I hereby for myself on company behalf agree to ratify and confirm all and whatever said Attorney shall do or purport to do or cause to be done by

Kasturi G Kalera GREATER BOMBAY NOTARY

TRUE COPY

(74)

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virtue of these presents shall be binding on us as if the same were done by us personally.

AND ESPECIALLY to all such acts, deeds, things, matters, as my/our said constituted Attorney shall deem fit, necessary and expedient.

AND LASTLY I HEREBY AGREE AND UNDERTAKE TO RATIFY AND CONFIRM all such acts, deeds, things, matters as my/our said constituted attorney shall do or cause to be done by virtue of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground bearing Plot No. 1-B admeasuring 21,926.111 square metres or thereabouts situate lying being at village Oshiwara, Taluka Andheri, Mumbai suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, K-West Ward, part 12 and bearing C.T.S. No. 1/215 (part) Survey No. 41 (Part).

THE SECOND SCHEDULE ABOVE REFERRED TO:

LIST OF OWNERSHIP FLATS/PARKINGS IN SAMARTHA AANGAN-I

(Bldg No 21)

Sr No.	Flat Nos	Parking Nos. Open	Covered podium	Basement
1.	1803/1804		36	80
2.	1903/1904		37	82
3.	2003/2004		38/39	
4.	1707/1708/1709	119		73
5.	1907/1908/1909	118		83

LIST OF OWNERSHIP FLATS/PARKINGS IN SAMARTHA AANGAN-II

(Bldg No 23)

1.	1607/1608/1609		161/167

बुक-४/
९७०८९ : २०
२०११

बुक-४/
७५७१६
२०११

TRUE COPY

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(73)

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

In witness whereof I have hereto set and subscribed my hands and seals at this 23 day of November 2011.

सह. दुय्यम निबंधक श्रेणी-२
मुंबई उपनगर जिल्हा.

SIGNED SEALED AND DELIVERED)
By the withinnamed Executant)
M/s PGF Limited)
Through its **Company secretary**.....)
RAJU AGGARWAL)
In the presence of Munawar Shah)

Executant

सह. दुय्यम निबंधक
मुंबई उपनगर जि.

I confirm and/or consent to act as
Power of Attorney Holder

Before me:

(Mr. TULSI RAM MANJEET THAKUR)
Signature of Attorney

बंदर-४/
११००७ / ४०
२०११

बंदर-४/
१५५ / ७
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TRUE COPY

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Kasturi G Karkera GREATER BOMBAY NOTARY

pearls PGF LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF M/S PGF LIMITED HELD ON MONDAY, NOVEMBER 21, 2011 AT 11:00 A.M. AT AT 2nd FLOOR, VAISHALI BUILDING, PASCHIM VIHAR, NEW DELHI 110063

"RESOLVED THAT the consent of the Board of Directors is and is hereby accorded for the sale of the following flats:

IN SAMARTHA AANGAN-I (Bldg No. 21)

Sr No.	Flat Nos.	Parking Nos.		
		Open	Covered podium	Basement
1.	1803/1804		36	80
2.	1903/1904		37	82
3.	2003/2004		38/39	
4.	1707/1708/1709	119		79
	1907/1908/1909	118		83

IN SAMARTHA AANGAN-III (Bldg No. 23)

	1607/1608/1609		161/167	

of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., bearing Plot No 1B, lying, being and situated at C.T.S. No 1/215 (Part), Survey No 41 (Part), Village Oshiwara, Andheri (W), Mumbai - 400 033," in the registration district and sub- district of Mumbai City and for the said purpose the consent of the Board be and is hereby accorded for execution of Special Power of Attorney in favour of Mr. TULSI RAM MANJEET THAKUR residing at R/o Alsana House, Road No 5, J. V. P. D Scheme, Juhu Vile Parle (West) on the lines of draft duly considered and approved by the Board including to execute the Sale Deed, Deed of Transfer/Agreement for Sale/Confirmation/Rectification on behalf of the company including registration thereof and to receive sale consideration and to appear before the office of Sub - Registrar/ Revenue Authority/other concerned authorities and to sign all documents, transfer forms, agreements, affidavits, indemnity, papers and other documents whatsoever be deemed necessary and expedient for the said purpose and to appoint advocates, consultants, experts and to perform all such acts incidental thereto like appointment of advocates, experts etc in this regard on behalf of the Board."

For PGF LIMITED

C. B. DHILLON
Director

For PGF LIMITED

PREM SETH
Director

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.: 0172-2704992-4 Telefax : 2712024
H.O.: 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063. Ph.: 011-45545000 Fax:011-45545045

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY

171 (71)

pearls PGF LIMITED

"RESOLVED FURTHER THAT power of the Board be and is hereby conferred upon Mr. Raju Aggarwal (Company Secretary) to sign & execute the aforesaid Special Power of Attorney in favour of Mr. TULSI RAM MANJEET THAKUR and also to perform all such acts incidental thereto on behalf of the Board."

"RESOLVED FURTHER THAT a copy of the said resolution duly certified by the Company Secretary be furnished to the concerned authorities for their reference and records."

-- Certified True Copy--

For PGF Limited

RAJU AGGARWAL
(Company Secretary)

For PGF LIMITED

PREM SETHI
Director

For PGF LIMITED

C. B. DHILLON
Director

For P G F LIMITED

बहर-४/
99009 82
२०११

बहर-४/
6446 e
२०११

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.: 0172-2704992-4 Telefax : 2712024
H.O.: 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063. Ph.: 011-45545000 Fax:011-45545045

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

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(70)

दुय्यम निबंधक: सह दु.नि.का-अंधेरी 4

दस्तक्रमांक व वर्ष: 8968/2009

Wednesday, November 23, 2011
1:02:54 PM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) अभिहस्तांतरणपत्र
मोबदला रू. 9,614,000.00
बा.भा. रू. 6,665,802.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1 वर्णनः विभागाचे नाव - ओशियरे (अंधेरी), उपविभागाचे नाव - 50/240 - भुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड. सदर मिळकत सि.टी.एस. नंबर - 1 मध्दे आहे. ---------- सदनिका क्र 1903, 19 वा मजला, समर्थ आंगण-1, बिल्डिंग नं 21, के एल वालावलकर मार्ग, स्वामी समर्थ नगर, अंधेरी प भुं 53-

(3) क्षेत्रफळ (1) बांधीव मिळकतीचे क्षेत्रफळ 77.69 चौ.मी. आहे.

(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 (1) मे. समर्थ डेव्हलपमेन्ट कार्पोरेशन चे भागीदार विकास कें वालावलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - -; घर/फ्लॅट नं: 11 अे, सुयश गोखले रोड , दादर प मु 28, गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AABFS7753D

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) पी जी एफ लिमिटेड चे ऑथो सिग्नेटरी तुलसीराम मनजित ठाकूर AABCP2805N - -; घर/फ्लॅट नं: दुसरा मजला, वैशाली बिल्डिंग, पश्चिम विहार, न्यू दिल्ली आणि मुंबई; गल्ली/रस्ता: -; इमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AABCP2805N.

(7) दिनांक करून दिल्याचा 25/08/2009

(8) नोंदणीचा 29/09/2009

(9) अनुक्रमांक, खंड व पृष्ठ 8968/2009

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 463300.00

(11) बाजारभावाप्रमाणे नोंदणी रू 30000.00

(12) शेरा

बदर-४/
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बदर-४/
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२०११

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

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दुय्यम निबंधक: सह दु.नि.का-अंधेरी 4

दस्तक्रमांक व वर्ष: 8969/2009

Wednesday, November 23, 2011
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सूची क्र. दोन INDEX NO. II

63 म.
Re m.e.

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) — अभिहस्तांतरणपत्र
मोबदला रू. 7,659,000.00
बा.भा. रू. 5,310,162.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) — (1) सिटिएस क्र.: 1 वर्णनः विभागाचे नाव - ओशिवरे (अंधेरी), उपविभागाचे नाव - 50/240 - भुभाग; उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड. सदर मिळकत सि.टी.एस. नंबर - 1 मध्दे आहे. ---------- सदनिका क्र 1904, 19 वा मजला, समर्थ आंगण-1, बिल्डिंग नं 21, के एल वालावलकर मार्ग, स्वामी समर्थ नगर; अंधेरी प मुं 53-

(3)क्षेत्रफळ — (1)बांधीव मिळकतीचे क्षेत्रफळ 61.89 चौ.मी. आहे.

(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 — (1) नाव:-समर्थ डेव्हलपमेन्ट कार्पोरेशन;चे भागीदार विकास के वालावलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - -; घर/फ्लॅट नं: 11 अे, सुयश गोखले रोड , दादर प मु 28; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नंबर: AABFS- 7753D

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता — (1) पी.जी एफ लिमिटेड चे ऑथो.सिग्नेटरी तुलसीराम मनजित ठाकूर - -; घर/फ्लॅट नं: दुसरा मजला,ईशाली बिल्डिंग,पश्चिम विहार, न्यू दिल्ली, आज मुंबई; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नंबर: AABCP2805N

(7) दिनांक — करून दिल्याचा दिनांक 25/08/2009

(8) — नोंदणीचा दिनांक 29/09/2009

(9) अनुक्रमांक, खंड व पृष्ठ — 8969/2009

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क — रू 765550.00

(11) बाजारभावाप्रमाणे नोंदणी — रू 30000.00

(12) शेरा

बदर--४/
११००१ / ३४
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बदर--४/
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Kasturi G Kalera
GREATER BOMBAY
NOTARY

TRUE COPY

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आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT
RAJU AGGARWAL
DEVKINANDAN AGGRAWAL
01/08/1981
Permanent Account Number
AGQPA5108F

भारत सरकार

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT
THAKUR TULSI PAT NAUT
MAHESH CHANDRA
15/03/1965
Permanent Account Number
AEWPT5815N

बदर-४/
११०८१ | ८५
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बदर-४/
७५७ | ७२
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TRUE COPY

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Kasturi G. Karkera
GREATER BOMBAY
NOTARY

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
SAMIR MATHAKAR
R M RADHAKRISHNAN
20/06/1979
Permanent Account Number
AKWPM3097R
Signature

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
SHANAWAZ SULMAN SHAIKH
SULMAN SHAIKH
09/07/1964
Permanent Account Number
AAZPS3175R
Signature

नंबर-१/
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नंबर-१/
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(66)

दुय्यम निबंधक: सह दु.नि.का-अंधेरी 4

दस्तक्रमांक व वर्ष: 8961/2009

नोंदणी 63 म.

Thursday, December 15, 2011
2:35:30 PM

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे)	अभिहस्तांतरणपत्र मोबदला रू. 9,614,000.00 बा.भा. रू. 6,665,802.00
(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	(1) सिटिएस क्र.: 1 वर्णनः विभागाचे नाव - ओशिवरे (अंधेरी), उपविभागाचे नाव - 50/240 - भुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड. सदर मिळकत सि.टी.एस. नंबर - 1 मध्दे आहे. --------- सदनिका क्र 1803, 18 वा मजला, समर्थ आंगण-1, बिल्डिंग नं 21, के एल बालावलकर मार्ग, स्वामी समर्थ नगर, अंधेरी प मुं 53-
(3)क्षेत्रफळ	(1)बांधीव मिळकतीचे क्षेत्रफळ 77.69 चौ.मी. आहे.
(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	(1) मे/ समर्थ डेव्हलपमेन्ट कार्पोरेशन तर्फे भागीदार विकास के बालावलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - -; घर/फ्लॅट नं: 11 अे, सुयश गोखले रोड , दादर प मु 28, गल्ली/रस्ता: -, इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नंबर: AABFS7753D
(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता	(1) पी जी एफ लिमिटेड चे ऑथोरिसिनेटरी तुलसीराम मनजित ठाकूर - -; घर/फ्लॅट नं: दुसरा मजला, वैशाली बिल्डिंग, पश्चिम विहार, न्यू दिल्ली, आज मुंबईत; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नंबर: AABCP2805N
(7) दिनांक	25/08/2009
(8) नोंदणीचा	29/09/2009
(9) अनुक्रमांक, खंड व पृष्ठ	8961/2009
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क	रू 463300.00
(11) बाजारभावाप्रमाणे नोंदणी	रू 30000.00
(12) शेरा	

बदर-४/
११००१ | ३७
२०११

Kaku Kikera
GREATER BOMBAY
NOTARY

TRUE COPY

177

(65)

दिनांक :-- 23/11/2011

बदर ४/ ५५७ /२०११

मुखत्यारनामा लिहुन देणा-याची सही, फोटो व अंगठा

सह. दुय्यम निबंधक अंधेरी-२, मुंबई उपनगर जिल्हा.

मुखत्यारनामा लिहुन घेणा-याची सही, फोटो व अंगठा

सह. दुय्यम निबंधक अंधेरी-२, मुंबई उपनगर जिल्हा.

बदर मुखत्यारनामाची सही, फोटो व अंगठा

सह. दुय्यम निबंधक अंधेरी २ मुंबई उपनगर जिल्हा.

बदर--४/ ११०७ | ३८ | २०११

२) Samir

सह. दुय्यम निबंधक अंधेरी-२, मुंबई उपनगर जिल्हा.

बदर--४/ ८५५ | ९२ | २०११

बदर मुखत्यारनामामध्ये एकुण १४ पाने असुन पान क्र. — व — वर खाडाखोडी महत्त / नाहीत.

सह. दुय्यम निबंधक अंधेरी-२ मुंबई उपनगर जिल्हा.

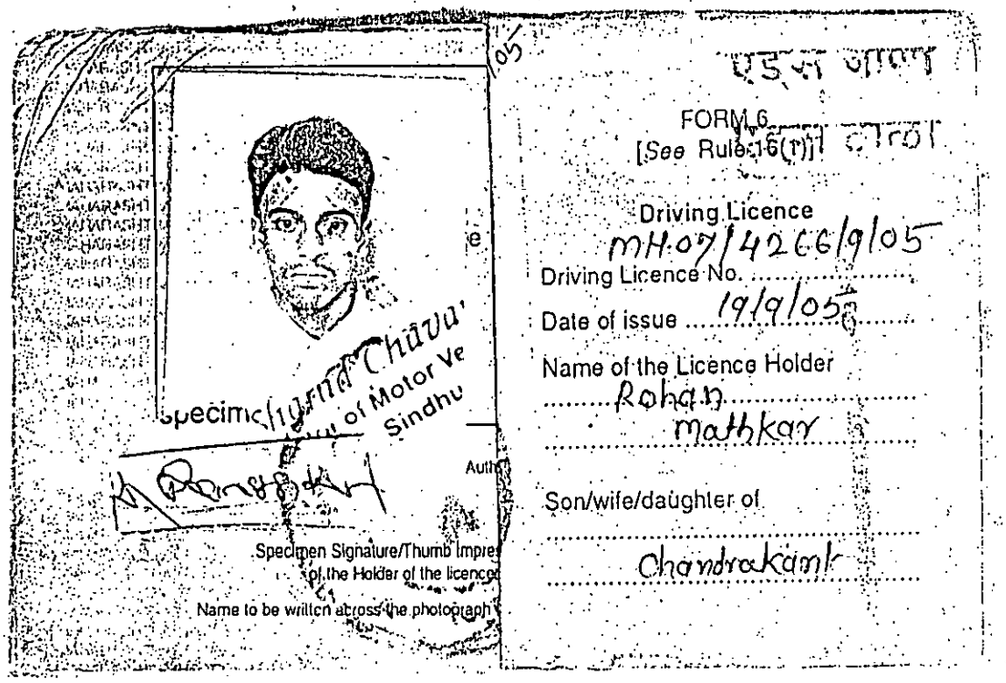
सह. दुय्यम निबंधक अंधेरी क्र. 2

Kasturi G Karkera GREATER BOMBAY NOTARY

TRUE COPY

178

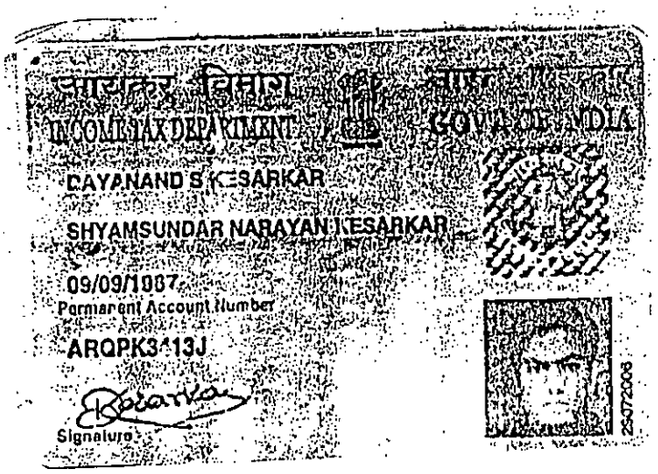
(64)



FORM 6
[See Rule 16(1)]

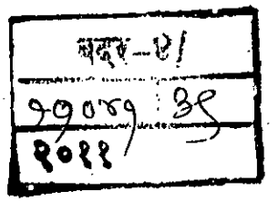
Driving Licence
Driving Licence No. MH07/4266/9/05
Date of issue 19/9/05
Name of the Licence Holder
Rohan
Mathkar
Son/wife/daughter of
Chandrakant

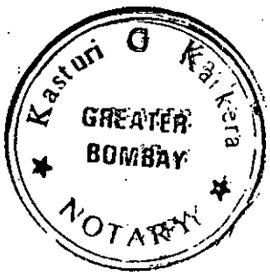
Specimen Signature/Thumb Impre
of the Holder of the licence
Name to be written across the photograph



आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
DAYANAND S KESARKAR
SHYAMSUNDAR NARAYAN KESARKAR
09/09/1967
Permanent Account Number
ARQPK3113J
Signature

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
SAMIR MATHAKAR
R M RADHAKRISHNA
20/06/1979
Permanent Account Number
AKWPM3097R
Signature





TRUE COPY

(63)

179

वदर4
दस्त क्र 11041/2011
२७/१२

15/12/2011 दुय्यम निबंधकः

5:56:16 pm अंधेरी 2 (अंधेरी)

दस्त गोषवारा भाग-1

दस्त क्रमांक : 11041/2011

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः शोभन टी पारीख - - पत्ताः घर/फ्लॅट नं: 401, न्यु श्री क्रिपा सो अंधेरी मु , AAEPP2034R गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय - सही		
2	नावः दिप्ती एस पारीख -* - पत्ताः घर/फ्लॅट नं: AAEPP 1645E गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय - सही		
3	नावः मे/- पी जी एफ लि चे कंपनी सेक्रेटरी राजु अग्रवाल तर्फे मुखत्यार तुलशीराम मनजीत ठाकुर - - - पत्ताः घर/फ्लॅट नं: सदनिका क्र 1803, 18 वा मजला , बि नं 21 , समर्थ आंगण -1, श्री स्वामी समर्थ प्र	लिहून देणार वय - सही		

दस्तऐवज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

Kasturi G Kapadia GREATER BOMBAY NOTARY

TRUE COPY

180

(62)

दस्त गोषवारा भाग - 2

वदर4
दस्त क्रमांक (11041/2011)

दस्त क्र. [वदर4-11041-2011] चा गोषवारा
बाजार मुल्य :9386900 मोबदला 11286000 भरलेले मुद्रांक शुल्क : 547000

दस्त हजर केल्याचा दिनांक :15/12/2011 05:49 PM
निष्पादनाचा दिनांक : 15/12/2011
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 15/12/2011 05:49 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 15/12/2011 05:55 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 15/12/2011 05:56 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 15/12/2011 05:56 PM

दस्त नोंद केल्याचा दिनांक : 15/12/2011 05:56 PM

पावती क्र.:11103 दिनांक:15/12/2011
पावतीचे वर्णन
नांव: शोभन टी पारीख - -

30000 :नोदणी फी
800 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फ़ी

30800: एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.
1) समीर मटकर -- - ,घर/फ़्लॅट नं: 768 आदर्श नगर, मु -
गल्ली/रस्ता: -
ईमारतीचे नावः -
ईमारत नं: --
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
2) रोहन मटकर -- - ,घर/फ़्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण ...09... पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

वदर-४/ ११०८१ /२०११
पुस्तक क्रमांक .....
दि. 15/12/2011

सह दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा.

DSUMRY:102083SR323 Prepared on: 15/12/2011 17:56:17

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

(61)

181

दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

दस्तक्रमांक व वर्ष: 11041/2011

Thursday, December 15, 2011
5:56:27 PM

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा
मोबदला रू. 11,286,000.00
बा.भा. रू. 9,386,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1/215 वर्णनः सदनिका क्र 1803, 18 वा मजला , बि नं 21 , समर्थ आंगण -1, श्री स्वामी समर्थ प्रसन्ना ओशिवरा ईस्ट युनिट नं 1 को ऑ हौ सो लि , लिंक रोड ओशिवरा अंधेरी प मु 53 , - ऑलॉटेड कव्हर्ड कारपार्किंग नं 36

(3)क्षेत्रफळ (1)77.69 चौ मी बांधीव

(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 (1) मे/- पी जी एफ लि चे कंपनी सेक्रेटरी राजु अग्रवाल तर्फे मुखत्यार तुलशीराम मनजीत ठाकुर घर/फ्लॅट नं: सदनिका क्र 1803, 18 वा मजला , बि नं 21 , समर्थ आंगण -1, श्री स्वामी समर्थ प्रसन्ना ओशिवरा ईस्ट युनिट नं 1 को ऑ हौ सो लि , लिंक रोड ओशिवरा अंधेरी प मु 53 , ---- AABCP 2805N ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) शोभना टी पारीख घर/फ्लॅट नं: 401 चु श्री क्रिपा सो अंधेरी मु , AAEPP2034R; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; गेट/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -
(2) दिप्ती एस पारीख घर/फ्लॅट नं: AAEPP 1645E; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.

(7) दिनांक 15/12/2011

(8) नोंदणीचा 15/12/2011

(9) अनुक्रमांक, खंड व पृष्ठ 11041 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 546900.00

(11) बाजारभावाप्रमाणे नोंदणी रू 30000.00

(12) शेरा

Kasturi C Thakare
NOTARY

TRUE COPY

Kasturi G. Karkera
GREATER
BOMBAY
NOTARY

TRUE COPY

(60)

182

TRUE COPY

1804.

(59)

TRUE COPY

Kasturi G. Kalkera
GREATER BOMBAY
NOTARY

Annexure D

183

TRUE COPY

Annexure D

TRUE COPY

(58)

184

Thursday, December 15, 2011

6:01:12 PM

पावती

Original
नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 11106

गावाचे नाव ओशिवरा

दिनांक 15/12/2011

दस्तऐवजाचा अनुक्रमांक वदर4 - 11042 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:- शोभन टीकमारीख

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), उजवात (अ. 12) व छायाचित्रण (अ. 13) व संकलित फी (42)	:-	840.00
एकूण	रु.	30840.00

आपणास हा दस्त अंदाजे 6:15PM ह्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 2 (अंधेरी)

बाजार मुल्य: 7547500 रु. मोबदला: 8991000रु.

भरलेले मुद्रांक शुल्क: 432200 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: एच डी एफ सी मु ;
डीडी/धनाकर्ष क्रमांक: 3859; रक्कम: 30000 रु.; दिनांक: 08/12/2011

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 17/12/11

Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY

(57)

मूल्यांकन प

१८५ दिनांक 15/12/2011

मुल्यांकन	2011
जिल्हा	मुंबई(उपनगर)
प्रमुख मुल्य विभाग	- 50-ओशिवरे (अंधेरी)
उपमुल्य विभाग	- 50/240-भुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड.
मिळकतीचा क्रमांक	सि.टी.एस. नंबर -- 1
नागरी क्षेत्राचे नांव	मुंबई(उपनगर)
मिळकतीचे वर्ग	बांधीव

बाजार मूल्य दर तक्त्यानुसार प्रति चौ. मीटर मूल्यदर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक
64,000	106,500	113,400	163,800	106,500

मिळकतीचे क्षेत्र	61.89	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका		उद्वाहन सविधा	आहे
मिळकतीचे वय	0 TO 2	(Rule 5)	मजला	18

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * घसारा टक्केवारी (Rule 5 or 8)

= 106,500.00 * 100.00 /100

= 106,500.00

A) मुख्य मिळकतीचे मुल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * मिळकतीचे क्षेत्र * मजलेनुसार घट/वाढ (Rule 19 or 20)

= 106,500.00 * 61.89 * 100.00 /100

= 7,250,413.50

E) बंदिस्त वाहन तळाचे क्षेत्र = 11.15 चौरस मीट (Rule 17(1))

बंदिस्त वाहन तळाचे मुल्य = 11.15 * (25.00 / 100) * 106,500.00

= 296,868.75

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मुल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 7,250,413.50 + 0.00 + 0.00 + 0.00 + 296,868.75 + 0.00 + 0.00 + 0.00

MV = 7,547,282.00

AV = 8991000 /- High

पदर-४/ १२०४२१ २०११

Kasturi G Karkera GREATER BOMBAY NOTARY

TRUE COPY

(56)

200/-

186

THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP
Estd. 1906
Customer Copy
Branch: _____ No.: 942193
Date: 12/12/2011
Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	₹ 4,32,200/-
Service Charges	₹ -
Total	₹ 4,32,200/-

Pan No.:-

Name & Address of Stamp duty paying party: Shobhan T. Parikh & Dipti S. Parikh, 401, Shree Kripa, J.P. Road, Andheri (W)
Tel. No.: / Mobile No.: 98200000000
Name of the counter party: M/s. P.G.F. Ltd.
Purpose of Transaction: Sale Deed
For Franking Documents
₹ 4,32,200/-
Cash/DD/PayOrder/Cheque No. 00386
Bank Name: HDFC
Purchaser's Signature (Paying Party)
(For Bank's Use only)
Franking Sr. No. 91679
Tran. ID 118162
For The Cosmos Co-op. Bank Ltd.
Authorised Signatory
Service Tax Reg. No. AAAAT0042KST001

DSParikh.

SALE DEED

This AGREEMENT FOR SALE made and entered into at Mumbai this 15 day of DECEMBER 2011 between **M/s. PGF LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having registered office at 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi - 110 063 having Pan No. AABCP2805N, and owner of Flat No. 1804, 18th Floor, Building No. 21, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, Off Link Road, Oshiwara, Andheri (W), Mumbai-400 053., by **Mr. RAJU AGGARWAL** (Company secretary) and through their constituted Attorney namely **Mr. TULSI RAM MANJEET THAKUR** herein after called the **"The Transferor"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, legal successors, executors and administrators and assigns ~~for the time being in~~ force) of the First Part ;

AND

MR. SHOBHAN T. PARIKH, PAN No. AAEPP2034R & **MRS. DIPTI S. PARIKH** PAN No. AAEPP1645E both adults, Indian Inhabitants, and residing at Flat No. 401, New Shree Kripa CHS Ltd., J.P.Road, Near Andheri Sports Complex, Andheri (W), Mumbai-400053, hereinafter called the **"The Transferees"** (which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors and administrators and assigns) of the Second Part.

For The Cosmos Co-op. Bank Ltd.
The Cosmos Co-Operative Bank Ltd., Vile Parle Branch, Saraswati Niwas, Plot No-45, TPS-1 CTS No 807 A, Hanuman Road, Vile Parle (E), Mumbai-400 057.
Authorised Signatory
Janay Tr. 05/12/2004 1762-640

बदर-४/
१२००२/२
२०११

भारत 91679 118162
Special Adhesive DEC 12 2011
महाराष्ट्र
Two thousand Two Hundred Rs 4,32,200/-
11:35
PB5114
INDIA
MAHARASHTRA

PGF LIMITED NEW DELHI

DSParikh.

Kasturi G. Kalkera GREATER BOMBAY NOTARY

TRUE COPY

55

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Whereas THE TRANSFEROR is seized and possessed of on Ownership basis, the Flat No. 1804, 18th Floor, Building No. 21, Samartha Aangan-I, admeasuring 432 Sq. Ft. Carpet Area equivalent to 666 Sq. Ft. Super Built Up Area in the building known as "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053, along with one Allotted Basement car parking space No 80 located in the Compound in the said Building of the said society (herein after referred to as the "**Said Flat**") more particularly described in the schedule hereunder written. The Society monthly Outgoing bills are also being issued in the name of the THE TRANSFEROR and that they have been paying them from time to time and nothing is due and payable by them to any respective authorities on that account.

AND WHEREAS THE TRANSFEROR has not done or omitted to do any acts, deeds or things whereby their rights to sell, transfer, convey and assign the Said Flat membership and interests in the capital of the said Society are adversely affected except as stated hereinabove and that all their rights for transferring, conveying and assigning the Said Flat and the said membership of the society are subsisting solely with THE TRANSFEROR herein.

AND WHEREAS by and under an agreement dated 25th August 2009, executed by and between M/s. Samartha Development Corporation, a Partnership Firm duly registered under the Indian Partnership Act, 1932 and then having its office at 11-A, Suyash, Gokhale Road (North), Dadar (W), Mumbai - 400 028., and M/s. PGF LIMITED (therein referred to as "the Flat owner"), the Developers sold the Flat to the Flat Owner and Flat Owner agreed the purchase of Flat No. 1804, 18th Floor, Building No. 21, Samartha Aangan-i, admeasuring 432 Sq. Ft. Carpet Area equivalent to 666 Sq. Ft. Super Built Up Area in the building known as "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053, along with one Allotted Basement car parking space No 80 located in the Compound in the said Building of the said society (hereinafter referred to as the Said Parking Space vide parking allotment letter dated 21st October, 2009) (hereinafter collectively referred to as the Said Flat) at the price and on the terms and conditions therein contained.

PGF LIMITED NEW DELHI

D S Parikh

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AND WHEREAS the said Agreement was duly registered with Sub-registered of Assurance at Bandra after payment of appropriate stamp duty and registration fee bearing No. BDR15-08962-2009 Dated 29-09-2009.

AND WHEREAS "The Transferor" herein having being paid the full and entire consideration payable under the above referred Agreement are well and sufficiently entitled to and are the owner and in use and occupation on ownership basis of the said Flat.

AND WHEREAS The various Flat owners in the said 'Samartha Aangan' Building formed Co-operative Housing Society under the Maharashtra Co-operative Societies Acts, 1960 in the name and style as Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., registered with DY. Registrar of Co-operative Societies at Mumbai, under Registration No. BOM/W-K/W/HSG/TC 8874/95-96 Dated 9-5-1995, (hereinafter referred to as the 'SAID SOCIETY').

AND WHEREAS The "The Transferor" herein have been admitted as the member of the said society and the "The Transferor" are the member of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., and by virtue of being the member of the said society, they have been holding the above said flat on what is known as 'Ownership basis'.

AND WHEREAS The "The Transferor" have represented to the "The Transferees" that they have been holding the above said flat along with membership rights and as the Society is just being formed the **Share Certificate have not been issued by the Society**, and they are desirous of disposing off their right, title and interest in the said flat and the membership of the said society and the "The Transferees" herein have agreed to acquire all the right, title and interest of the "The Transferor" in the said flat and the membership of the said society.

AND WHEREAS the "The Transferor" have agreed with the "The Transferees" to sell, convey and transfer to the "The Transferees" and the "The Transferees" has agreed to purchase from the "The Transferor" the said Flat along with all beneficial rights, title and interest of the "The Transferor" at or for the total price of Rs. 89,91,000/- (Rupees Eighty nine Lacs Ninty One Thousand only) free from all encumbrances and reasonable doubts upon the terms and conditions hereinafter contained.

PGF LIMITED NEW DELHI

Kasturi G Karkera GREATER BOMBAY NOTARY

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AND WHEREAS the "The Transferor" being a Limited Company M/s. PGF LIMITED, by **Mr. RAJU AGGARWAL** (Company secretary) have passed the necessary writings/resolutions/ Specific Power of Attorney in favour of **Mr. TULSI RAM MANJEET THAKUR,** thereby giving him the right to deal with the said Flat, to execute the Agreement for Sale and to present, lodge, sign, admit execution and do all necessary things for registration and register the said Agreement and to receive the valuable consideration in the name of the "The Transferor" Company of such sale for and on behalf of the aforesaid company.

AND WHEREAS Pursuant to an application made by the "The Transferor" to the said Society of their intention to sell and transfer the said flat etc. to "The Transferees" as required under the bye-laws of the said society to transfer the interest in the property of the said Society, the said Society has conveyed in principle its no objection thereto to the "The Transferor" vide its letter dated 06 December 2011 subject to compliance of the Society's requirements. The parties have also signed and filed the requisite Forms 20(1) and 20(2) with the said Society vide its letter dated 02 November, 2011. The "The Transferor" undertakes to pursue and obtain the necessary permission from the said Society and other concerned authorities, if any for the transfer of the said flat in favour of "The Transferees".

AND WHEREAS The "The Transferor" has agreed and undertaken to the "The Transferees" that the "The Transferor" shall against the completion of the transaction as hereinafter provided and clearing of all the monies and hand over to the "The Transferees" quiet, vacant and peaceful possession of the said flat and also hand over all the original documents of title in respect of the said premises

AND WHEREAS relying upon the statements and representations made by the Transferor, The Transferee has agreed to purchase and acquire from THE TRANSFEROR the said premises i.e. the said flat and all their right, title and interest therein along with the said shares and interests in the capital of the said Society, free from all encumbrances and reasonable doubts of whatsoever nature, to which THE TRANSFEROR has agreed upon the terms and conditions recorded hereinafter;

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

PGF LIMITED NEW DELHI

Kasturi G Karkera GREATER BOMBAY NOTARY

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1. The "The Transferor" doth hereby agree to sell, transfer and assign to the "The Transferees" and the "The Transferees" doth hereby agrees to take over and acquire from the "The Transferor" all and singular benefits, rights, title, interest, claim, property and demand of the "The Transferor" as the absolute owner of the said Flat bearing Flat No. 1804, 18th Floor, admeasuring 432 Sq. Ft. Carpet Area equivalent to 666 Sq. Ft. Super Built Up Area, Building No. 21, Samartha Aangan-I, along with one Allotted Basement car parking space No 80 located in the Compound in the said Building of the said society viz. Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053., for the total consideration of Rs. 89,91,000/- (Rupees Eighty Nine Lacs Ninety One Thousand only) together with all the right to hold, use, occupy possess and enjoy the said flat and the membership of the said society and also together with the benefits of and under all amounts and deposits lying to the credit of the "The Transferor" in the books and records of the said Society including interalia deposits, sinking funds, dividends and other amounts to which the "The Transferor" is entitled by virtue of being member of the said Society and all rights of membership of the said Society and also all rights benefits and advantages of and incidental and pertaining and attached thereto including interalia the benefits and advantages of and under the documents of title thereof and also the sole exclusive and absolute right to hold, use, occupy, possess, enjoy, enter upon, remain in the said flat.
2. "The Transferee" have paid to "The Transferors" the sum of Rs. **89,91,000/- (Rupees Eighty Nine Lacs Ninety One Thousand only)** (as per receipt) on or before the execution of These Presents being the full and final payment / consideration in respect of the sale of "said premises" (the payment and receipt whereof "The Transferors" hereby doth admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge "The Transferee" forever).
3. "The Transferors" hereby covenants with "The Transferee" that notwithstanding any act, deed, matter or thing whatsoever by "The Transferors" or any person or persons lawfully or equitably claiming by, from, through, under or in trust for "The Transferors" made, done, committed, omitted or knowingly suffered to the contrary, "The Transferors" has in themself good right, full power and absolute authority to sell, transfer and convey the "said premises" in favour of "The Transferee" and that their ownership thereof is valid and subsisting in law

PGF LIMITED

Kasturi G. Karkera GREATER BOMBAY NOTARY

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for all purposes and in all respects and that "The Transferors" has not done, committed or omitted to do any act, deed, matter or thing whereby the ownership of the "said premises" may be rendered void or voidable for any reasons or on any count.

4. "The Transferors" hereby declares that :

a) There are no winding up proceedings pending or contemplated against "The Transferors";

b) That the said Flat is free from all claims, encumbrances, liabilities etc of any nature whatsoever and the same is not attached either before or after judgments or at the instance of any taxation authority or any other authorities and THE TRANSFEROR has not given any undertakings to the taxation authorities or any authorities so as not to deal with or dispose of the right, title and interest in the said flat and that THE TRANSFEROR has full and absolute power and authority to deal with the same.

c) That the rights, title, interest in the membership of the said society and the ownership of the said flat absolutely belongs to the Transferor and that no one else has any right, title or interest by the way of sale, mortgage, gift, tenancy, trust, inheritance, bequeathal, possession, hypothecation, charge, lien, easement or otherwise howsoever.

d) That notwithstanding any act, deed, matter or thing whatsoever done by the Transferor or any person or persons, lawfully or equitably claiming by from under or in trust for them, the Transferor has in their selves, good right, full power and absolute authority to sell and transfer their rights, title and interests of their membership with the Society including the said Flat and the said Shares hereby sold and transferred and that they have not nor any one on their behalf has done or committed or omitted to do any act, deed, matter or thing whereby the ownership of the said Flat and holding of the said Shares may be rendered illegal or unauthorized for any reason or on any account.

e) That there is no litigation in respect of the right, title and interest in the ownership of the Transferor of the said Flat and their membership with the said Society in any court in India and that there is no Lispendens notice in respect thereof.

f) THE TRANSFEROR doth herein assures unto THE TRANSFEREE that THE TRANSFEROR has not been restrained either under the provisions of the Income-tax Act, Gift Tax Act, Wealth Tax Act, Estate

PGF LIMITED MUMBAI

Kasturi G Kalkera GREATER BOMBAY NOTARY

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Duty Act or under the Maharashtra Land and Revenue Code, Urban Ceiling Act or any other statute from disposing of the said flat by the way of sale to the Transferee.

g) THE TRANSFEROR further assures and undertakes to give all co-operation or witness at the request of THE TRANSFEREE herein and shall execute all documents and such further deeds, writings for better and more properly assuring, transferring and conveying their right, title, interest and benefits in the said Flat to the name of THE TRANSFEREE and/or their assign/s after receiving the full and final consideration of the said Flat mentioned above.

h) THE TRANSFEROR shall facilitate THE TRANSFEREE to get the electric meter to the name of THE TRANSFEREE including the amount of security deposit paid, if any.

i) THE TRANSFEROR shall facilitate THE TRANSFEREE to get the Mahanagar Gas Ltd. to the name of THE TRANSFEREE including the amount of security deposit paid, if any.

j) All deposits, sinking funds, etc. if any outstanding in the name of THE TRANSFEROR with the said society, will be transferred in the name of THE TRANSFEREE.

Relying upon the aforesaid declarations and representations of "The Transferors" and believing the same to be true and correct, "The Transferee" have purchased and acquired the "said premises".

5. "The Transferors" hereby agrees and undertakes to indemnify and keep "The Transferee" indemnified, saved defended and harmless against all claims, demands, actions, proceedings, costs, charges and expenses that "The Transferee" may suffer or incur on account of any claim or demand made or raised by any person or persons claiming by, through or in trust for "The Transferors" in respect of the "said premises" in relation to the period prior to the execution hereof. "The Transferors" shall at their own cost and expenses get such claim, if any, released to the satisfaction of "The Transferee".

39082-e

6. "The Transferors" has simultaneously on execution hereof handed over to "The Transferee" the quiet, vacant and peaceful possession of the "said premises" and "The Transferee" shall quietly occupy and possess the "said premises" without any interruption, claim or demand whatsoever

PGF LIMITED NEW DELHI

Kasturi G. Karkera GREATER BOMBAY NOTARY

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from "The Transferors" or any person or persons lawfully or equitably claiming by, from, under or in trust for "The Transferors".

7. "The Transferors" hereby declare that all municipal taxes, maintenance charges, water charges, electricity charges and other outgoings in respect of the "said premises" (whether demanded or not) as also all moneys due and payable to the "said society" has been paid by "The Transferors" upto the execution of These Presents and "The Transferors" has performed and observed all the rules, regulations and bye-laws of the "said society". "The Transferors" hereby indemnifies and keeps indemnified "The Transferee" against all such payments by "The Transferors" in respect of the "said premises" due till the date of These Presents.

8. THE TRANSFEROR assures THE TRANSFEREE that if any person/s or any competent authority/ies claim/s any amount/s which refers to any period up to the date of execution of this agreement from THE TRANSFEREE in respect of the above said premises, then THE TRANSFEROR herein shall solely clear the same, without in any manner holding THE TRANSFEREE responsible for the same. Further THE TRANSFEROR do hereby agree to keep THE TRANSFEREE, freely and absolutely acquitted, exonerated and forever discharged or otherwise by THE TRANSFEROR, well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former encumbrances whatsoever made, executed, occasioned or suffered by THE TRANSFEROR or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them before transfer of the said premise.

10. THE TRANSFEROR has given notice of their intention to transfer the shares and interest in the capital of the said society together with the said Flat i.e. the said premises, to the office bearers of the said society and they had obtained their consent (No Objection Certificate) for the same.

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11. "The Transferee" hereby agrees as follows:

(a) To become member of the "said society" and to abide by and observe all the rules and bye-laws of the "said society" on admission as the member and ;

(b) To pay all the outgoings regularly including the municipal taxes, water charges, electricity charges etc. in respect of the "said premises" that may become due and payable from the date of These Presents;

D S Parikh.

S T Parikh

Kasturi G. Karkera GREATER BOMBAY NOTARY

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12. "The Transferors" has handed over to "The Transferee" necessary forms/transfer forms duly signed as required by the "said society" under the M.C.S. Act, 1961 along with Sale Deed dated _____ and all other original Agreement pertaining to the "said premises".

13. "The Transferors" hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the "said premises" has been made and/or created by "The Transferors" and/or any one claiming through them prior to the execution day in favour of any person or persons other than "The Transferee", the same after the execution of THESE PRESENTS shall be deemed to be null and void, inoperative, cancelled and deemed to be withdrawn and not binding upon "The Transferee" and/or the "said society". It is further agreed that this Sale Deed is binding on both the parties hereto and all other Agreements and understandings, if any, whether oral or in writing agreed or entered by and between the parties prior to the date of these presents stands cancelled.

14. The Transfer fees or any other amount by whatever name called payable to the "said society" shall be borne and paid by the parties hereto (viz "The Transferors" on one part and "The Transferee" on the other part) in equal proportion i.e. 50:50. However the transfer/Donation fees will be paid by "The Transferors" to the Society in full proportion and 50% share will be reimbursed by "The Transferee" to "The Transferors". However, the Service Tax (if applicable) and Stamp Duty payable on these presents and the expenses for registration of the property that may be payable in connection with the transfer of the said Flat in the name of "The Transferee" shall be borne by "The Transferee" alone.

15. The Stamp Duty and registration charges, on These Presents shall be borne and paid by "The Transferee".

16. "The Transferors" indemnifies "The Transferee" for any claims for stamp duty, registration charges, penalty, etc., payable on previous transfer Agreement prior to this execution pertaining to the "said premises".

17. The aforesaid recitals form integral part of this Agreement.

18. This agreement shall always be subject to provisions of the Maharashtra Ownerships of Flats Act, 1963 and the rules made thereunder.

PGF LIMITED NEW DELHI

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Kasturi G. Karkera GREATER BOMBAY NOTARY

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19. That each of the parties herein doth hereby declare that all the above terms and covenants are individually read by them and understood by them prior to the signing of this agreement.

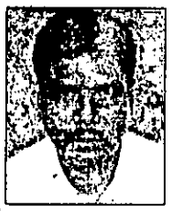
SCHEDULE OF PROPERTY REFERRED ABOVE TO :

Flat No. 1804, 18th Floor, Building No. 21, admeasuring 432 Sq. Ft. Carpet Area equivalent to 666 Sq. Ft. Super Built Up Area along with one Allotted Basement car parking space No 80 located in the Compound in the said Building of the said society in "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated on Link Road, Oshiwara, Andheri (W), Mumbai - 400 053. The Building consists of Stilt plus floors and Year of construction is 2008. The building is situated at C.T.S. No. 1/215 of Village Oshiwara, Taluka Andheri.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED BY THE)
WITHINNAMED "TRANSFEROR")
M/s. PGF LIMITED)
Mr. RAJU AGGARWAL (Company secretary)
and through their constituted Attorney)
Mr. **TULSI RAM MANJEET THAKUR**)
IN THE PRESENCE OF.....)
.....)
(Nalin M. Thakkar)

For P G F LIMITED
Authorised Signatory



SIGNED AND DELIVERED BY THE)
WITHINNAMED "TRANSFEREES")
MR. SHOBHAN T. PARIKH &)
MRS. DIPTI S. PARIKH)
IN THE PRESENCE OF.....)
.....)
GULESH MOTWANI

बदर--४/
९७०८२-१९२
२०११

12/9/16
MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regn.No.549
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/08/2017

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Reg. No. 2753 P.N 0.43

TRUE COPY

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RECEIPT

RECEIVED FROM THE WITHIN NAMED "TRANSFEREE" NAMELY **MR. SHOBHAN T. PARIKH & MRS. DIPTI S. PARIKH**, a sum of **Rs. 89,91,000/- (Rupees Eighty Nine Lacs Ninety One Thousand only)** (the details given herein under) being full and final payment paid to us towards Sale of our "said premises" being Flat No. 1804, 18th Floor, Building No. 21, admeasuring 432 Sq. Ft. Carpet Area equivalent to 666 Sq. Ft. Super Built Up Area along with one Allotted Basement car parking space No. 80 located in the Compound in the said Building of the said society in "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, having S. No. 41, C.T.S. No. 1/215, of Village Oshiwara, Taluka Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, K-West Ward of the Municipal Corporation of Greater Mumbai, Situated at Link Road, Oshiwara, Andheri (W), Mumbai - 400 053 under these presents:

	P.O. No.	Date	Bank	Amount
1)	003881	13/12/2011	HDFC Bank	Rs 34,91,000/-
2)	003883	13/12/2011	HDFC Bank	Rs 50,00,000/-
3)	099719	9/10/2011	HDFC Bank J.P. Road, Andheri (w)	Rs 5,00,000/-
				Rs 89,91,000/-

Total Amount : **Rs. 89,91,000/- (Rupees Eighty Nine Lacs Ninety One Thousand only)**

WITNESSES :

1.

2. GULESH NOTWANI

We SAY RECEIVED

For P G F LIMITED

Authorised Signatory

M/s. PGF LIMITED
(Mr. RAJU AGGARWAL (Company secretary)
and through their constituted Attorney)
Mr. TULSI RAM MANJEET THAKUR)

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९९०८२/२३
२०११

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

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-: नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक : बी ओ एम/डब्ल्यू-के/डब्ल्यू/एचएसजी/टीसी- सन ८७४/९५-९६

या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

श्री स्वामी समर्थ प्रसन्न ओशिवरा ईस्ट युनिट नं. १ को ऑपरेटिव्ह हौसिंग सोसायटी लि. सर्व्हे क्रमांक (पार्ट) युनिट क्रमांक १, ओशिवरा, अंधेरी (पश्चिम) मुंबई ४०००५३

ही संस्था महाराष्ट्र सहकारी संस्थाचे अधिनियम मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदण्यांत आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थेचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण गृहनिर्माण संस्था असून उपवर्गीकरण भाडेकरू सहभागीदारी संस्था आहे.

कार्यालयीन मोहोर :-

OFFICE OF THE DEPUTY REGISTRAR C.S. (K-W WARD) BOMBAY

सही (जे. एस. चालकुडे)

उपनिबंधक

सहकारी संस्था

हुद्दा

मुंबई

दिनांक ९ । ५ । १९९५

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

198

(44)

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PGF LIMITED

19/01/1983
Permanent Account Number

AABCP2805N

[redacted]

PGF LIMITED NEW DELHI

बहर-४/
२७ ०८/१५
२०११

For PGF LIMITED

(PREM SETH)
GM (Finance & Accounts) & Company Secretary

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

199 (43)

आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

PGF LIMITED

19/01/1983

Permanent Account Number

AABCP2805N

बंडल-४/
११०४२/२६
२०११

For PGF LIMITED

(PREM SETH)

GM (Finance & Accounts) & Company Secretary

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

200 (92)

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

DIPTI SHOBHAN PARIKH

DEVENDRA DHIRAJLAL DIWAN

15/12/1953
Permanent Account Number
AAEPP1645E

Signature

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

SHOBHAN THAKORLAL PARIKH

THAKORLAL VITHALDAS PARIKH

28/12/1953
Permanent Account Number
AAEPP9044R

Signature

नंबर-४/
२२०८२-९७
२०११

Kasturi G. Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY

201 (91)

SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO: 1 CO-OP. HSG. SOC. LTD.,

REG. NO: BOM/WK/W/HSG/TC/8874/95-96

"Samartha Aangan Complex, Off K.L. Walawalkar Marg, Oshiwara, Andheri (W)
Mumbai-400 053.

Date :6-12-2011

TO WHOM SO EVER IT MAY CONCERN

Reg: NOC for sale of flat no: 1804 in bldg. no: I-A on 18th floor of our society.
Ref: Notice of intention for transfer of shares under form no: 20 (1) & 20 (2).

With reference to the above, we hereby certify that M/s. PGF Ltd., is a bona fide member of our society wherein the share certificates is still to be issued to them. As per the request of the said member vide notice dated 2-11-2011, the society has no objection for the sale/transfer of their aforesaid flat to the intending purchaser Mr. Shobhan T Parikh & Mrs. Dipti S Parikh Subject to the compliance/ fulfillment of all requirements as laid down under the provisions of the bye laws of the society and various Acts/ Rules in existence for the transfer of the shares and/ or interest in the said flat as also the payments of all dues of the society and completion of the transfer formalities. The other details as required for compliance of the authority is as under:

Area of the Flat:	666 sq ft super built up.
Year of Construction:	2008
C T S No:	1/125
Village:	Oshiwara.
No: of floors:	Stilt + 25 floors.
Municipal Ward:	K/W Ward
Assessment Bill no:	00126424

बंधन-१/
२२०८२/२८
२०१२

Further we declare that the present NOC, on request of the said member is issued as per the requirement of the Sub-Registrar of Assurances, Andheri West for registration purposes only.

For Shree Swami Samartha Prasanna Oshiwara
East Unit No:1 Co-op. Hsg. Soc. Ltd.,

Hon.Secretary.

SHREE SWAMI SAMARTHA PRASANA OSHIWARA EAST UNIT NO 1 CO-OP. HSG. SOC. LTD. * Regd. No. BOM/W-K/W/HSG/ TC/8874/95-96

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

202 (40)

दुय्यम निबंधक: सह दु.नि.का-अंधेरी 4

दस्तक्रमांक व वर्ष: 8962/2009

नोंदणी 63 म.

Thursday, December 15, 2011
2:34:08 PM

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) अभिहस्तांतरणपत्र
*(25-ड) निवासि जागा (सहकारी संस्था/मालकी (ओनरशीप) फ्लॅटस) संबंधी अरोल तर
मोबदला रू. 7,659,000.00
बा.भा. रू. 5,310,162.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1 वर्णनः विभागाचे नाव - ओशिवरे (अंधेरी), उपविभागाचे नाव - 50/240 - भुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड. सदर मिळकत सि.टी.एस. नंबर - 1 मध्ये आहे. ---------- सदनिका क्र 1804, 18 वा मजला, समर्थ आंगण-1, बिल्डिंग नं 21, के एल वालावलकर मार्ग, स्वामी समर्थ नगर, अंधेरी प मुं 53-

(3)क्षेत्रफळ (1)वांधीव मिळकतीचे क्षेत्रफळ 61.89 चौ.मी. आहे.

(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 (1) मे/-समर्थ डेव्हलपमेन्ट कॉर्पोरेशन चे भागीदार विकास के वालावलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 11 अे, सुयश गोखले रोड, दादर प मु. 28; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: पॅन नंबर: AABFS7753D

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) पी.पी एफ लिमिटेड चे ऑथोरिसिनेटरी तुलसीराम मनजित ठाकूर - -; घर/फ्लॅट नं: दुसरा मजला, विशाली बिल्डिंग, पश्चिम विहार, न्यू दिल्ली, आज मुंबईत; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नंबर: AABCP2805N

(7) दिनांक 25/08/2009

(8) नोंदणीचा 29/09/2009

(9) अनुक्रमांक, खंड व पृष्ठ 8962/2009

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 365550.00

(11) बाजारभावाप्रमाणे नोंदणी रू 30000.00

(12) शेरा

बदर-४/
१९०२-१९
२०११

Kasturi G Kalkhanda GREATER BOMBAY NOTARY

TRUE COPY

203 (39)

pearls PGF LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF M/S PGF LIMITED HELD ON TUESDAY, SEPTEMBER 27, 2011 AT 11:00 A.M. AT S.C.O. 1042-43, SECTOR 22B, CHANDIGARH - 160022

"RESOLVED THAT the consent of the Board be and is hereby accorded for the sale of flats being flats no. 1803 & 1804, 18th Floor, Building No. 21, Samartha Aangan-I, Oshiwara, Lokhandwala Complex, Andheri (W), Mumbai - 400 053, to Mr. Shobhan T. Parikh & Mrs. Dipti S. Parikh, r/o, Flat No. 401, New Shri Kripa C.H.S. ltd, Near Sports Complex, Opp. Swadesh Restaurant, Andheri (W), Mumbai - 400 053, on the lines of the draft comprising all detailed terms and conditions duly considered and approved by the Board. For this purpose, the authority of the Board be and is hereby conferred upon Mr. Tulsi Ram Manjeet Thakur, R/o Alsana house, Road No.5, JVPD Scheme, Andheri West, Mumbai, Maharashtra, to sign and execute Transfer Deed/Sale Deed and Agreement to Sell, to present the said documents before concerned Sub-Registrar or any other authority as desired for registration of the said property, to receive sale consideration on behalf of the Company from the purchaser and acknowledge the receipt of the same, to handover the possession of the said property to the purchaser and to sign and execute all documents pertaining to aforesaid property and to do all such acts necessary and expedient for the said purpose and incidental thereto on behalf of the Company".

"RESOLVED FURTHER THAT a certified to be true copy of the Resolution be forwarded to the concerned authorities as and when required duly certified by the Company Secretary of the Company".

-- Certified True Copy--

For PGF Limited

RAJU AGGARWAL
(Company Secretary)

For P G F LIMITED

Authorised Signatory

वहन-शुल्क
29082 20
2011

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.: 0172-2704992-4 Telefax : 2712024
H.O.: 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063. Ph.: 011-45545000 Fax:011-45545045

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

(38)

204

Ex. Engineer Bldg. Proposal (W.S.)
H and K – Wards
Municipal Office, R. K. Patkar Marg,
Bandra (W), Mumbai–400 050.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CE/6922/WS/AK 26 MAR 2008

FULL OCCUPATION CERTIFICATE

To
M/s. Shree Swami Samartha Prasasana Oshiwara (East) Co.Op.Hsg.Soc.Ltd.,
H-A, Suyash Near Amar Hind Mandal,
Gokhale Road (North),
Dadar,
Mumbai - 400021.

Sir,

The full development work of residential building No. 21 comprising G+1+ 25 upper floors on plot bearing C.T.S.No. 1/215, S.No.41 (Pt.) of Village Oshiwara, situated at *Shree Swmi Samartha Nagar, Andheri (West), Mumbai* completed under the supervision of Shri. Ajit Gupte Licensed Architect, Licence No. CA/76/2994 may be occupied on the following condition :-

1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified completion plan is attached herewith.

बदर-४/
१०१८१ | २९
२०११

Yours faithfully,

sd/-
Executive Engineer
(Bldg. Proposals) W.S. [K/West & P Ward]

26 MAR 2008

Copy to : 1) Architect, Shri. Ajit Gupte
2) E.E.D.P.
3) E.E.(V)W.S.
4) Dy.A.& C.(S)
5) Sup. [K/West] Ward
6) A.E.W.W.[K/West] Ward
7) Asstt.Commissioner (H/West) Ward

For information please.

बदर-४/
१०१०२ | २९
२०११

26/3/08
E.E.P.P (W.S.) K/West & P Ward.

CERTIFIED TRUE COPY

AJIT C. GUPTE
(ARCHITECT)

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

205

(37)

ANNEXURE 'B'

मालमत्तेच्या रजिस्टर कार्डातील उतारा

मालमत्ता गावाचे, जिल्हा मुंबई उपनगर, मुंबई

गाव क्र.

मिळकत धारक: ओशिवरा

मिळकत धारकाचे नंबर	मोजमाप (क्षेत्रफळ)	धारणा प्रकार	सरकारला परतफेडीचा बोजा असल्यास त्याचा तपशील व ती कोठून घेतलीआहे
9/245	४९६४९-८ + २७४८-८ हद्द सुधारणेनुसार ४९९३४-६ + २८०७-५ भा.क्र.१/२४६ चे पोट + ९२२२-५ भा.क्र.१/२४५ चे पोट ६७९५०-२	साळिंदा ९	

मिळकतीचा हक्क

मा. ११ मध्ये धारण करणाऱ्याचे नाव स्पष्ट करा. धारण प्रकार ? जर भाडे पट्टा असला तो

वार	बदर-४/
	१०५९४ 22
तर बोजा	२०११
तर शेरा	

तारीख १	फेरफार २	हस्तांतरण नंबर ३	नोंदी धारण करणाऱ्याचा (४) आणि कुलार बोजा उतरणारा (५) ४	सहीसिक्का ५
23/9/99	मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील क्र. जि./का.७/बो.चि./एस्.आर.१९३६ दि.१२/१२/९९ चा आदेश व दि.२५/१२/९५ चे पत्र, कलम ३ (१) (ब) ने. २५३/९४ दि. ३०/८/९४ चा गोराणी जगमोहन, जिंदर यांचा दि. ३०/१२/९५ चा फाळणीचा व कलम ३ (१) (ब) ने. जि./ओशिवरा/ग.भ.क्र. ६ पै./बो.चि./३५ दि. २३/१/९६ आदेशाने जमीन शिल्लक राहिला उतारा.	स्वाधीन	(४ ब) श्री स्वामी [illegible] ओशिवरा पुर्व बो. [illegible] सो. लि.	सही/- २०/१/९९ ग.भ.क्र.[illegible]

बदर-१५
९०१९ 3L
२००९

बदर-४/
११०७२ 22
२०११

(क्र. गा. पाटा)

Kasturi G. Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY.

206 (36)

१० / ९८ भा. मदतमूल्य मंत्री (महा.) यांचे वरील आदेश क्रमांक सी. टी. एस. २९९/३२२/अ/८००१/८-१ दि. ३०/१०/९९ व त्यानंतर निर्णय क्र. मं. भू. भा. २९९/३२२/८००अ/८-१ दि. २२/५/९० अन्वये व अपडेटेड आदेश क्रमांक ना.भू. ओशिवरा / ना.भू.१/८४ दि. ३/१०/८७ ची छाननी मुळे रोणारे वाढीव क्षेत्र २४४-८ चौ.मि. ची नोंद घेऊन एकूण क्षेत्र ८९३२४-६ चौ.मि. अशी नोंद केली.

सही/- ९/१०/९ ना.भू.अ.क्र.४

२ भा. जिल्हाधिकारी मुंबई उपनगर, जिल्हा यांचे कार्यालय क्र. सी./आर्थि ३ क्र/एकत्रिकरण/एस.आर.ओ. ९५ दिनांक ५/८/१९९८ चे आदेश पारित झाल्याने ना.भू.अ. यांचे कार्यालय आदेश क्र. ना.भू. ओशिवरा/ना.भू. १/२१५/१/२१६ व १/२१७ चा निकालाचे अनुषंगाने ना.भू.क्र. १/२१५ कायम ठेवून ना.भू.क्र. १/१ ची २८०२.१ चौ.मि. व ना.भू.क्र. १/१ ची ९२२२ चौ.मि. ना.भू.क्र. १/२१५ चे एकूण क्षेत्र ९७९५०.२ चौ.मि. कायम ठेवले व ना.भू.क्र. १/२१६ व १/२१७ च्या वरील निष्कर्ष पत्रिका रद्द केल्या.

सही/- १६/९ ना.भू.अ. बोरीवली

अतिरिक्त १७२

२७/९/९८	फी ५
	९०-००
२७/९/९८	.....
	५०
	९०-५०

THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI SUBURBAN DIST., BANDRA

बदर-४/ १०८९८/२४ २०११

९७९५०.२ चौ.मि. एकूण क्षेत्र

बदर-१५ ९०१६/३९ २००९

बदर-४/ १९०८२/२३ २०११

Kasturi G Kalkera GREATER BOMBAY NOTARY

TRUE COPY

(35)

207

घोषणापत्र

मी तुलसीराम यम ठाकूर द्वारे घोषित करतो की, दुय्यम निबंधक अंधेरी-2 यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. पी जी एफ एल के कंपनी सेक्रेटरी व इ. यांनी राजू अग्रवाल दि. 23/11/11 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणाही मयत झालेली नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

तुलसीराम

कुलमुखत्यारपत्रधारकाचे नाव व सही

दिनांक : 15/12/11

बहुर-४१
१९०४२-४४
२०११

Kasturi G Karkera
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NOTARY

TRUE COPY

(34)

208

पावती क्र.

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक बदर/ ७५५/२०११

दिनांक २०/११/११ सन २०

दस्तऐवजाचा प्रकार- मुखत्यारनामा (अधिप्रमाणित)

सादर करणाराचे नाव- मे. पी जी एफ लिमिटेड चे कंपनी सेक्रेटरी राजू अगरवाल

खालीलप्रमाणे फी मिळाली:-

	रु.	पै.
नोंदणी फी		
नक्कल फी (फोलिओ)		
पृष्ठांकनाची नक्कल फी	१००	-
टपालखर्च		
नकला किंवा ज्ञापने (कलम ६४ ते ६७)		
शोध किंवा निरीक्षण		
दंड—कलम २५ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकला (कलम ५७) (फोलिओ)		
इतर फी (मागील पानावरील) बाब क्र.		
" "		
" "	८०+५००	-
" "		
" "		
एकूण ..	१००	-

दस्तऐवज / नकला रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल. / या कार्यालयात देण्यात येईल.

दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा / हवाली करावा.

दुय्यम निबंधक, कुर्ला क्र. ४ मुंबई उपनगर जिल्हा.

बदर-४/
११०८२/२४
२०११

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SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012
Tel : 022-61778151
E-mail :

Mode of Receipt

Account Id mhshcil01
Account Name SHCIL-MAHARASHTRA

Receipt Id RECIN-MHMHSHCIL0105007990407412J
Receipt Date 23-NOV-2011

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

नोंदणी-४१
९५०८२/२९
२०११

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(32)

210

INDIA NON JUDICIAL

Government of Maharashtra

सत्यमेव जयते

e-Stamp

Issued by Stock Holding Corporation of India Ltd.
Location : SHCIL BANDRA
Signature :
Details can be verified at www.shcilestamp.com

Certificate No.	:	IN-MH05244082197643J
Certificate Issued Date	:	23-Nov-2011 11:24 AM
Account Reference	:	SHCIL (FI)/ mhshcil01/ BKC/ MH-MSU1
Unique Doc. Reference	:	SUBIN-MHMHSHCIL0105650447443358J
Purchased by	:	MS PGF Limited
Description of Document	:	Article 48 Power of Attorney
Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MS PGF Limited
Second Party	:	Tulsiram M Thakur
Stamp Duty Paid By	:	MS PGF Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

बदर-४/
११०८२/२०
२०११

बदर-४/
७५८ २
२०११

Statutory Alert:

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

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SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I Mr **RAJU AGGARWAL (Company secretary)** of **M/s PGF Limited**, a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 2nd floor, Vaishali Building, Paschim Vihar, New Delhi 110 063 and having its Mumbai address at Flat No 1903/4, Samartha Aangan-I, Oshiwara, Andheri (West), Mumbai 400 053., do hereby SEND GREETINGS to say:

AND WHEREAS **M/s PGF Limited** is the Owner of various Flats in the building **"SAMARTHA AANGAN I** (building No 21)" **& "SAMARTHA AANGAN III** (building No 23)" of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., bearing Plot No 1B, lying being and situated at C.T.S. No 1/215 (Part), Survey No 41 (Part), Village Oshiwara, Andheri (W), Mumbai - 400 053, within Registration District and Sub District of Mumbai City and Mumbai Suburban District (hereinafter referred to as the said Property). The said Flats are more particularly described in the Second Schedule hereunder written. The land on which the said building is constructed is more particularly described in the First Schedule hereunder written.

AND WHEREAS **M/s PGF Limited** is desirous of selling said Flats/ allot Parkings etc. in the said building on the said property and as I am the Company secretary of the said Company I am unable to attend to matters relating to the above property hence I am desirous of appointing some fit and proper person to represent me for the propose herein set forth.

Kasturi G Karkera
GREATER BOMBAY
NOTARY

I am therefore desirous of appointing **Mr. TULSI RAM MANJEET THAKUR** residing at **R/o Alsana House**, Road No 5, J. V. P. D Scheme, Juhu, Vile parle (West), Mumbai aged 45 years as my true and lawful Attorneys for me/us and on my/our behalf to do the following acts, deeds, matters and things as herein appearing.

NOW KNOW YE AND THESE PRESENT WITNESSETH THAT I **Mr RAJU AGGARWAL (Company secretary)** of **M/s PGF Limited**, do hereby nominate constitute and appoint **Mr. TULSI RAM MANJEET THAKUR** residing at R/o Alsana House, Road No 5, J. V. P. D Scheme, Andheri (West), Mumbai 400 053 aged 45 years, (hereinafter also referred to as "THE SAID ATTORNEY") as my/our true and lawful Attorney for me/us, and on my/our behalf to do all or any of the following mentioned acts, deeds, matters and things mentioned hereunder in respect of the SAID PROPERTY.

1. To dispose/sell all or any part of Flats as mentioned in Second Schedule hereunder written in **"SAMARTHA AANGAN I** (building No 21)" & **"SAMARTHA AANGAN III** (building No 23)", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd. bearing Plot No. 121, C.T.S. No. 1/38/3A, lying in the village Oshiwara, Taluka Andheri, situated at Lokhandwala Back Road, Lokhandwala Complex, Andheri (West), Mumbai – 400 053.
2. To Dispose/Sell/execute and Present the said Sale Deed, Deed of Transfer/Confirmation/rectification, Agreement For Sale, and other writings as also assurances for Registration and admit execution thereof before the Sub-Registrars or Registrar of Assurances of Mumbai or in any district or sub-district for the purpose of admitting execution of any instruments of documents for Registration thereof under the provisions of Indian Registration acts XVI of 1908.
3. To Dispose/Sell or transfer the said flat to any other name and receive the moneys from him/them in company name. To collect/receive payment in respect of sale of the said property in company name and deposit it in company account and issue valid receipt for the payment received. All receipts, acknowledgements and confirmations given by our said attorney shall be final and binding on us.
4. To Make sign, execute, register, agreements, conveyance, re-conveyance, deed of Transfer, Agreement for sale, Deed of Assignment, Deed of Confirmation, Deed of Rectification, Transfer Forms, ULC Declarations, Resignation Letters, to the Society/Competent body and other Writings,

Kasturi G. Kalkera GREATER BOMBAY NOTARY

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affidavits, declarations, applications, bonds including indemnity bonds, and all other writing assurances in respect of the said premises and to do all necessary acts, things and execute all documents, writings etc. as effectively aforesaid to transfer the said premises in the name of the prospective Purchaser/s in record of all concerned authorities/local body and to effectively complete the sale transaction in terms of the draft approved in favour of the prospective purchaser/s or in his/her/their nominee/s in respect of the said premises, or otherwise perfect or cause to be signed, executed registered and perfected any agreement, and other assurances where in the opinion of the said Attorney may be expedient or necessary for any of the foregoing purposes. To sign all applications, forms and other relevant papers, documents, possession letter etc. in respect of the sale of the said property as may be required by the authorities concerned.

5. To sign all the necessary papers, documents, affidavits, and other documents in respect of the said premises in my/our name/company name and on my/our/company behalf

6. To apply, appear and represent me before the Municipal Authorities, city survey Offices, SLR offices, Revenue Records, offices of government, semi-government, state government and local authority for signing and executing the necessary transfer forms for transferring the said premises in the name of the prospective purchaser/s.

7. To hand over physical possession of the property on my behalf after receiving full consideration.

8. In general to do all other acts, deeds, matters and things whatsoever in or about the handling and Registration of the SAID PROPERTY herein either particularly or generally described as amply and effectually to all intents and purpose that we could do in our own proper person AND for more effectually removing any doubts which may arise as to the true meaning of these presents or as to the construction or application of the powers, hereby granted I do hereby declare that the powers, authorities and discretions hereby granted shall not in any case be deemed to revoke and the same shall in always extend to any other matters or transactions not herein precisely mentioned or defined which in course of dealing in respect of the said premises is required to be preformed.

9. And I hereby for myself on company behalf agree to ratify and confirm all and whatever said Attorney shall do or purport to do or cause to be done by

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

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TRUE COPY

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virtue of these presents shall be binding on us as if the same were done by us personally.

AND ESPECIALLY to all such acts, deeds, things, matters, as my/our said constituted Attorney shall deem fit, necessary and expedient.

AND LASTLY I HEREBY AGREE AND UNDERTAKE TO RATIFY AND CONFIRM all such acts, deeds, things, matters as my/our said constituted attorney shall do or cause to be done by virtue of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground bearing Plot No. 1-B admeasuring 21,926.111 square metres or thereabouts situate lying being at village Oshiwara, Taluka Andheri, Mumbai suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, K-West Ward, part 12 and bearing C.T.S. No. 1/215 (part) Survey No. 41 (Part).

THE SECOND SCHEDULE ABOVE REFERRED TO:

LIST OF OWNERSHIP FLATS/PARKINGS IN SAMARTHA AANGAN-I

(Bldg No 21)

Sr No.	Flat Nos	Parking Nos. Open	Covered podium
1.	1803/1804	36	80
2.	1903/1904	37	82
3.	2003/2004	38/39	
4.	1707/1708/1709	119	79
5.	1907/1908/1909	118	83

LIST OF OWNERSHIP FLATS/PARKINGS IN SAMARTHA AANGAN-III

(Bldg No 23)

1.	1607/1608/1609	161/167

बंदर-४/
९९०८२/३१
२०११

बंदर-४/
७५८/६
२०११

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

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In witness whereof I have hereto set and subscribed my hands and seals at this 23 day of November 2011.

सह. दुय्यम निबंधक श्रेणी-२,
मुंबई उपनगर जिल्हा.

SIGNED SEALED AND DELIVERED)
By the withinnamed Executant)
M/s PGF Limited)
Through its **Company secretary**.....)
RAJU AGGARWAL)
In the presence of Sunawar Shah)

Executant

सह. दुय्यम निबंधक
मुंबई उपनगर जि.

I confirm and/or consent to act as
Power of Attorney Holder

Before me:

(Mr. TULSI RAM MANJEET THAKUR)
Signature of Attorney

बंदर-४/
११०८२/८२
२०११

बंदर-४/
९५५/७
२०११

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY 216 (26)

pearls PGF LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF M/S PGF LIMITED HELD ON MONDAY, NOVEMBER 21, 2011 AT 11:00 A.M. AT AT 2nd FLOOR, VAISHALI BUILDING, PASCHIM VIHAR, NEW DELHI - 110063

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded for the sale of the following flats:

IN SAMARTHA AANGAN-I (Bldg No. 21)

Sr No.	Flat Nos.	Parking Nos.		
		Open	Covered podium	Basement
1.	1803/1804		36	80
2.	1903/1904		37	82
3.	2003/2004		38/39	
4.	1707/1708/1709	119		79
	1907/1908/1909	118		83

IN SAMARTHA AANGAN-III (Bldg No. 23)

	1607/1608/1609			161/

of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd., bearing Plot No 1B, lying, being and situated at C.T.S. No 1/215 (Part), Survey No 41 (Part), Village Oshiwara, Andheri (W), Mumbai - 400 053," in the registration district and sub- district of Mumbai City and for the said purpose the consent of the Board be and is hereby accorded for execution of Special Power of Attorney in favour of **Mr. TULSI RAM MANJEET THAKUR** residing at **R/o Alsana House**, Road No 5, J. V. P. D Scheme, Juhu Vile Parle (West) on the lines of draft duly considered and approved by the Board including to execute the Sale Deed. Deed of Transfer/Agreement for Sale/Confirmation/Rectification on behalf of the company including registration thereof, and to receive sale consideration and to appear before the office of Sub - Registrar/ Revenue Authority/other concerned authorities and to sign all documents, transfer forms, agreements, affidavits, indemnity, papers and other documents whatsoever be deemed necessary and expedient for the said purpose and to appoint advocates, consultants, experts and to perform all such acts incidental thereto like appointment of advocates, experts etc in this regard on behalf of the Board.

For PGF LIMITED
C. B. DHILLON
Director

For PGF LIMITED
PREM SETH
Director

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.: 0172-2704992-4 Telefax : 2712024
H.O.: 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063. Ph.: 011-45545000 Fax:011-45545045

Kasturi G Kakera
GREATER BOMBAY
NOTARY

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217 (25)

pearls PGF LIMITED

"RESOLVED FURTHER THAT power of the Board be and is hereby conferred upon Mr. Raju Aggarwal (Company Secretary) to sign & execute the aforesaid Special Power of Attorney in favour of **Mr. TULSI RAM MANJEET THAKUR** and also to perform all such acts incidental thereto on behalf of the Board."

"RESOLVED FURTHER THAT a copy of the said resolution duly certified by the Company Secretary be furnished to the concerned authorities for their reference and records."

-- Certified True Copy--

For PGF Limited

RAJU AGGARWAL
(Company Secretary)

For PGF LIMITED
PREM SETH
Director

For PGF LIMITED
C. B. DHILLON
Director

For P G F LIMITED

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२०११

बदर-४/
6446 e
२०११

R.O.: S.C.O. 1042-43, Sector-22-B, Chandigarh-160022 Phones.: 0172-2704992-4 Telefax : 2712024
H.O.: 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi-110063. Ph.: 011-45545000 Fax:011-45545045

Kasturi G Karkera
GREATER BOMBAY
NOTARY

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दस्तक्रमांक व वर्ष: 8968/2009

Wednesday, November 23, 2011
1:02:54 PM

मुख्य निबंधक: सह दु.नि.का-अंधेरी 4

(24)

नोंदणी 63 म.
Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) — अभिहस्तांतरणपत्र
मोबदला रू. 9,614,000.00
बा.भा. रू. 6,665,802.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) — (1) सिटिएस क्र.: 1 वर्णनः विभागाचे नाव - ओशिवरे (अंधेरी), उपविभागाचे नाव - 50/240 - मुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पूर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड. सदर मिळकत सि.टी.एस. नंबर - 1 मध्ये आहे. ---------- सदनिका क्र 1903, 19 वा मजला, समर्थ आंगण-1, बिल्डिंग नं 21, के एल वालावलकर मार्ग, स्वामी समर्थ नगर, अंधेरी प मुं 53-

(3) क्षेत्रफळ — (1)वांशीव मिळकतीचे क्षेत्रफळ .77.69 चौ.मी. आहे.

(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 — (1) मे. समर्थ डेव्हलपमेन्ट कार्पोरेशन चे भागीदार विकास के वालावलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - -; घर/फ्लॅट नं: 11 अे, सुयश गोखले रोड , दादर प मु 28; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नंबर: AABFS7753D

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता — (1) पी.जी एफ लिमिटेड चे ऑथो सिग्नेटरी तुलसीराम मनजित ठाकूर AABCP2805N - -; घर/फ्लॅट नं: दुसरा मजला, वैशाली बिल्डिंग, पश्चिम विहार, न्यू दिल्ली, आजू-गुबईत; गल्ली/रस्ता: -; इमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AABCP2805N

(7) दिनांक — करून दिल्याचा 25/08/2009

(8) नोंदणीचा — 29/09/2009

(9) अनुक्रमांक, खंड व पृष्ठ — 8968/2009

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क — रू 463300.00

(11) बाजारभावाप्रमाणे नोंदणी — रू 30000.00

(12) शेरा

बदर-४/
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२०११

बदर-४/
७५५ १०
२०११

Designed & developed by C-DAC, Pune.

SARITA REPORTS VERSION 5.2.19

मुंबई उपनगर जिल्हा.

Kasturi G. Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY

(23) 219

दुय्यम निबंधक: सह दु.नि.का-अंधेरी 4

दस्तक्रमांक व वर्ष: 8969/2009

नोंदणी 63 म.

Wednesday, November 23, 2011
1:03:06 PM

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) — अभिहस्तांतरणपत्र

मोबदला रू. 7,659,000.00

बा.भा. रू. 5,310,162.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) — (1) सिटिएस क्र.: 1 वर्णनः विभागाचे नाव - ओशिवरे (अंधेरी), उपविभागाचे नाव - 50/240 - भुभाग: उत्तरेस 36.60 मी. रुंद वि.यो. रस्ता, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस लिंक रोड. सदर मिळकत सि.टी.एस. नंबर - 1 मध्दे आहे. ---------- सदनिका क्र 1904, 19 वा मजला, समर्थ आंगण-1, बिल्डिंग नं 21, के एल बालावलकर मार्ग, स्वामी समर्थ नगर, अंधेरी प मुं 53-

(3)क्षेत्रफळ — (1)बांधीव मिळकतीचे क्षेत्रफळ 61.89 चो.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा — (1)-

(5) दस्तऐवज करून देणा-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता — (1) मे/ समर्थ डेव्हलपमेन्ट कार्पोरेशन चे भागीदार विकास के बालावलकर यांच्या तर्फे मुखत्यार सुरेंद्र मालवणकर - -; घर/फ्लॅट नं: 11 अे, सुयश गोखले रोड , दादर प मु 28; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नंबर: AABFS7753D

(6) दस्तऐवज करून घेणा-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता — (1) पी.जी एफ लिमिटेड चे ऑथो.सिग्नेटरी तुलसीराम मनजित ठाकूर - -; घर/फ्लॅट नं: दुसरा मजला, विशाली बिल्डिंग, पश्चिम विहार, न्यू दिल्ली, आज मुंबईत; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नंबर: AABCP2805N

(7) दिनांक — करून दिल्याचा 25/08/2009

(8) नोंदणीचा — 29/09/2009

(9) अनुक्रमांक, खंड व पृष्ठ — 8969/2009

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क — रू 365550.00

(11) बाजारभावाप्रमाणे नोंदणी — रू 30000.00

(12) शेरा

बदर-४/
७१०८२/३६
२०११

बदर-४/
८५५६/११
२०११

Kasturi G Karkera
GREATER BOMBAY
NOTARY

TRUE COPY

220 (22)

आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT OF INDIA
RAJU AGGARWAL
DEVKINANDAN AGGARWAL
AGQPA5378P

THE BOMBAY BAR ASSOCIATION

आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT OF INDIA
THAKUR TULSI BAHUMANI
AEWPT5855N

बदर-४/
११०८२-४८
२०११

बदर-४/
६५८-१२
२०११

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

(21)

TRUE COPY

221

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
SAMIR MATHAKAR
R M RADHAKRISHNA
20/06/1979
Permanent Account Number
AKWPM3097R
Signature

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
SHANAWAZ SULMAN SHAIKH
SULMAN SHAIKH
09/07/1964
Permanent Account Number
AAZPS3175R
Signature

वदर-४/
99082/3C
२०११

वदर-४/
644/93
२०११

मुंबई उपनगर जिल्हा.

Kasturi G Karkera
GREATER BOMBAY
NOTARY

(19)

TRUE COPY

222

दिनांक :-- 23/11/2011

बदर ४/ ५५५ /२०११

मुखत्यारनामा लिहुन देणा-याची सही,
फोटो व अंगठा

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

मुखत्यारनामा लिहुन घेणा-याची सही,
फोटो व अंगठा

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

बदर मुखत्यारनामा श्री. मे. पी.जी.एफ. लिमिटेड चे
कंपनी सेक्रेटरी राजू भाटकर
रा. फ्लॅट नं. ९०३/४, समर्थ सोसायटी, अंधेरी (प)
यांनी माझ्या समक्ष आज दि. 23/11/2011 रोजी मुंबई 400053.
निष्पादीत केला आहे. व त्यांच्या अ.खी.किसी
१) आदित्य [illegible] रा. समर्थ को.हौ.सो. अंधेरी (प)
२) समीर भाटकर [illegible] फ्लॅट नं. 503
यांनी माझी खात्री पटविली आहे. अधिप्रमाणन
फ. रु. 100/- मिळाली.
सदर मुखत्यारनामा नमुना "आय" मधील
नोंदवहीत अनुक्रमांक बदर ४/ ५५५/२०११ वर आज
दि. 23/11/2011 रोजी अधिप्रमाणित/साक्षांकित केला.

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

बदर-४/
११००२/४९
२०११

बदर-४/
५५५/९२
२०११

मुखत्यारदारांची सही, फोटो व अंगठा

सह. दुय्यम निबंधक अंधेरी २
मुंबई उपनगर जिल्हा.

२) Samir

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

सदर मुखत्यारनामामध्ये एकुण 98 पाने असुन पान क्र. — व — वर खाडाखोडी
आहे / नाहीत.

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

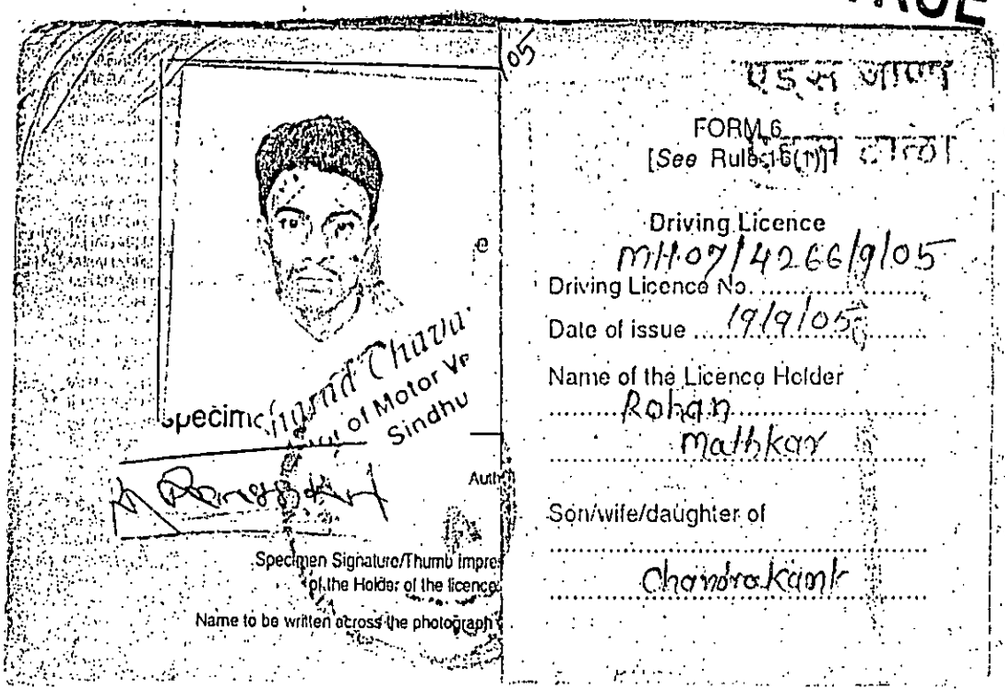
सह. दुय्यम निबंधक अंधेरी क्र. 2

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

(18)

TRUE COPY

223



FORM 6
[See Rule 6(1)]

Driving Licence

Driving Licence No. MH07/4266/9/05

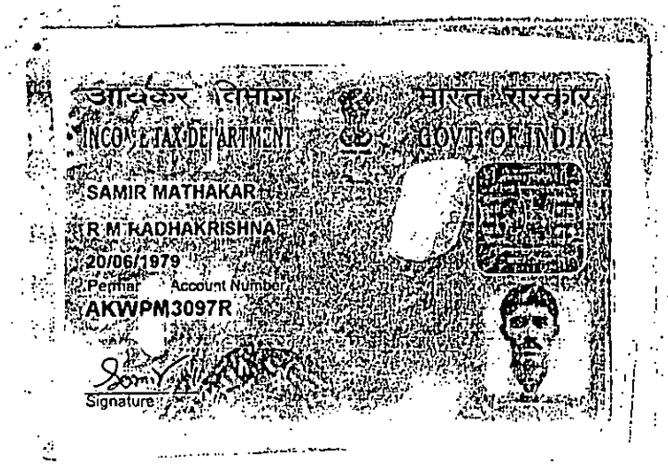
Date of issue 19/9/05

Name of the Licence Holder
Rohan
Mathkar

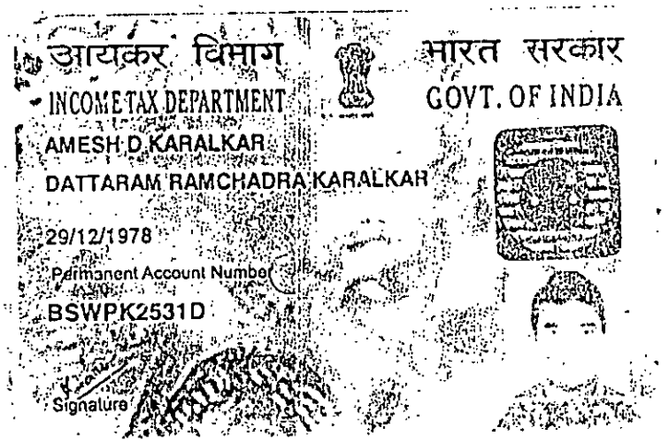
Son/wife/daughter of
Chandrakant

Specimen Signature/Thumb impression of the Holder of the licence

Name to be written across the photograph



आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
SAMIR MATHAKAR
R M RADHAKRISHNA
20/06/1979
Permanent Account Number
AKWPM3097R
Signature



आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
AMESH D KARALKAR
DATTARAM RAMCHADRA KARALKAR
29/12/1978
Permanent Account Number
BSWPK2531D
Signature

नंबर-४/
११०८२/२०
२०११

Kasturi G Karkera
GREATER BOMBAY
NOTARY

(17)

TRUE COPY

वदर4
दस्त क्र 11042/2011
224

15/12/2011 दुय्यम निबंधकः
6:01:57 pm अंधेरी 2 (अंधेरी)

दस्त गोषवारा भाग-1

दस्त क्रमांक : 11042/2011
दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः - शोभन टी पारीख - - पत्ताः घर/फ्लॅट नं: 401, न्यु श्री क्रिपा सो अंधेरी मु , AAEPP2034R गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहतः -- शहर/गावः- तालुकाः - पिनः - पॅन नम्बरः -	लिहून घेणार वय - सही		
2	नावः दिप्ती एस पारीख AAEPP 1645E - - पत्ताः घर/फ्लॅट नं: - गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहतः - शहर/गावः- तालुकाः - पिनः - पॅन नम्बरः -	लिहून घेणार वय - सही		
3	नावः मे/- पी जी एफ लि चे कंपनी सेक्रेटरी राजु अग्रवाल तर्फे मुखत्यार तुलशीराम मनजीत ठाकुर - - - पत्ताः घर/फ्लॅट नं: सदनिका क्र 1804, 18 वा मजला , बि नं 21 , समर्थ आंगण -1, श्री स्वामी समर्थ	लिहून देणार वय - सही		

दस्तऐवज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

(16)

225

दस्त गोषवारा भाग - 2

वदर4
दस्त क्रमांक (11042/2011)
02/02

दस्त क्र. [यदर4-11042-2011] चा गोषवारा
बाजार मुल्य :7547500 मोबदला 8991000 भरलेले मुद्रांक शुल्क : 432200

दस्त हजर केल्याचा दिनांक :15/12/2011 05:57 PM
निष्पादनाचा दिनांक : 15/12/2011
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 15/12/2011 05:57 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 15/12/2011 06:01 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 15/12/2011 06:01 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 15/12/2011 06:01 PM

दस्त नोंद केल्याचा दिनांक : 15/12/2011 06:02 PM

पावती क्र.:11106 दिनांक:15/12/2011
पावतीचे वर्णन
नांव: - शोभन टी पारीख - -

30000 :नोंदणी फी
840 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

30840: एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.
1) समीर मटकर -- - ,घर/फ़्लॅट नं: 768 आदर्श नगर , अंधेरी -
गल्ली/रस्ता: -
ईमारतीचे नाव:
ईमारत नं:
पेठ/वसाहत:
शहर/गाव:-
तालुका: -
पिन: -
2) रोहन मटकर -- - ,घर/फ़्लॅट नं: 768 आदर्श नगर , अंधेरी प मु 53 --
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: --
शहर/गाव:-
तालुका: -
पिन: -

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण 02 पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी क्र. २,
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

THE SEAL OF TEHSILDAR REGISTRAR ANDHERI

वदर-४/ ११०४२ /२०११
पुस्तक क्रमांक ... नंबर
नोंदणी दिनांक 15/12/2011

सह दुय्यम निबंधक, अंधेरी क्र. २,
मुंबई उपनगर जिल्हा.

(15)

TRUE COPY

दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

दस्तक्रमांक व वर्ष: 11042/2011

Thursday, December 15, 2011
6:03:14 PM

सूची क्र. दोन INDEX NO. II

226

नोंदणी 63 म.
Regn. 63 m.e.

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा
मोबदला रु. 8,991,000.00
बा.भा. रु. 7,547,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1/215 वर्णनः सदनिका क्र 1804, 18 या मजला , बि नं 21 , समर्थ आंगण -1, श्री स्वामी समर्थ प्रसन्ना ओशिवरा ईस्ट युनिट नं 1 को ऑ हौ सो लि , लिंक रोड ओशिवरा अंधेरी प मु 53 , ---- AABCP 2805N , ऑलॉटेड बेसमेन्ट कारपार्किंग नं 80 .

(3)क्षेत्रफळ (1)61.89 चौ मी बांधीव

(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 (1) मे/ पी जी एफ लि चे कंपनी सेक्रेटरी राजु अग्रवाल तर्फे मुखत्यार तुलशीराम मनजीत ठाकुर - -; घर/फ्लॅट नं: सदनिका क्र 1804, 18 वा मजला , बि नं 21 , समर्थ आंगण -1, श्री स्वामी समर्थ प्रसन्ना ओशिवरा ईस्ट युनिट नं 1 को ऑ हौ सो लि , लिंक रोड ओशिवरा अंधेरी प मु 53 , ---- AABCP 2805N , ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) शोभन टी पारीख - -; घर/फ्लॅट नं: 401, न्यु श्री क्रिपा सो अंधेरी मु , AAEPP2034R; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: --; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: (2) दिप्ती एस पारीख AAEPP1645E - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.

(7) दिनांक करून दिल्याचा 15/12/2011

(8) नोंदणीचा 15/12/2011

(9) अनुक्रमांक, खंड व पृष्ठ 11042 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 432150.00

(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00

(12) शेरा

Kasturi G Kirkera
GREATER BOMBAY
NOTARY

(14)

TRUE COPY

227

Annexure E
(Contd)

Page 36
1803

SHCIL E-Stamping **Receipt** *(To be filled in by the client)*

Stamp Duty Purchased By		Stamp Duty Paid by	☐ 1st Party ☑ 2nd Party
Stamp Duty Amount	Rs. 100/-	Type of Payment	☑ Cash ☐ Cheque ☐ DD ☐ Pay-Order ☐ NEFT ☐ RTGS ☐ Account to Account Transfer
Cheque/ DD/ PO/ UTR/ REF/Account No.			Date: / /20
Bank Name		Branch Name	STOCK HOLDING CORPORATION OF INDIA LTD. SHOP No.4, PARISIAN APT., V.P.RD OPP. S.V. ROAD, ANDHERI (W) MUMBAI- 400 058.
Counter Signature with Seal			

SHOP ANDHERI 14/12/11

26230909 /10/12.

Kasturi G. K. GREATER BOMBAY NOTARY

(73)

TRUE COPY

228

Kasturi G Karkera
GREATER BOMBAY
NOTARY

INDIA NON JUDICIAL

Government of Maharashtra

सत्यमेव जयते

e-Stamp

Issued by : Neha Sumanna
Stock Holding Corporation of India Ltd.
Location : SHCIL Andheri
Signature :
Details can be verified at www.shcilestamp.com

Certificate No.	:	IN-MH05614929812055J
Certificate Issued Date	:	14-Dec-2011 05:26 PM
Account Reference	:	SHCIL (E) / mhshc101 ANDHERI/ MH-MSU
Unique Doc. Reference	:	SUBIN-MHMHSHCIL0106053625585590J
Purchased by	:	Mr Shobhan T Parikh and Dipti S Parikh
Description of Document	:	Article 5(excepted) Agreement
Description	:	Covered Car Parking No 36, Flat No 1803,18th Flr,Bldg No 21,Samartha Aangan-I Andheri (W) Mum-53
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Messers PGP Ltd Thru CA Tulsi Ram Manjeet Thakur
Second Party	:	Mr Shobhan T Parikh and Mrs Dipti S Parikh
Stamp Duty Paid By	:	Mr Shobhan T Parikh and Mrs Dipti S Parikh
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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ORIGINAL ORIGINAL ORIGINAL ORIGINAL

Please write or type below this line

S T Parikh

D S Parikh

Statutory Alert:

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

TRUE COPY

(12)

229

SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012
Tel : 022-61778151
E-mail :

Mode of Receipt

Account Id mhshcil01
Account Name SHCIL-MAHARASHTRA

Receipt Id RECIN-MHMHSHCIL0105361718889164J
Receipt Date 14-DEC-2011

Received From Mr Shobhan T Parikh and Mrs Dipti S Parikh	Pay To
Instrument Type CASH	Instrument Date
Instrument Number	Instrument Amount 100 (One Hundred only)
Drawn Bank Details	
Bank Name	Branch Name
Out of Pocket Expenses 0.0 ( )	

SHCIL ANDHERI 14/12/11

STParikh

DSParikh.

Kasturi G Karera GREATER BOMBAY NOTARY

TRUE COPY

(11)

230

TRANSFER OF ALLOTMENT OF PARKING

This instrument is made and entered into at Mumbai this 15th day of December' 2011 between **M/s. PGF LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having registered office at 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi - 110 063., and owner of Flat No. 1803, 18th Floor, Building No. 21, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, Off Link Road, Oshiwara, Andheri (W), Mumbai - 400 053., by **Mr. RAJU AGGARWAL** (Company secretary) and through their constituted Attorney namely **Mr. TULSI RAM MANJEET THAKUR** herein after called the "Vendor" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, legal successors, executors and administrators and assigns for the time being in force) of the First Part;

AND

MR. SHOBHAN T. PARIKH & MRS. DIPTI S. PARIKH both adults, Indian Inhabitants, having address at Flat No. 401, New Shree Kripa CHS Ltd., J.P.Road, Near Andheri Sports Complex, Andheri (W), Mumbai-400053, hereinafter called the "Purchasers" (which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors and administrators and assigns) of the Second Part.

Kasturi G K
GREATER BOMBAY
NOTARY

TRUE COPY

(10)

231

The Vendors alongwith the Flat No. 1803, 18th Floor, Building No. 21, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, C.T.S. No. 1/215, situated at Off Link Road, Oshiwara, Andheri (W), Mumbai - 400 053, herein after referred to as "the said Flat", have transferred their rights to the Purchaser in respect of the with one Covered car parking space No 36 located in the Compound in the said Building of the said society alongwith the Flat No 1803, 18th Floor, in "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated on Link Road, Oshiwara, Andheri (W), Mumbai - 400 053., The above one Covered car parking space No 36 was allotted to us by M/s. Samartha Development Corporation vide parking allotment letter dated 21st October, 2009.

The Vendors hereby agrees that they have no more rights, title, claim and interest of any nature whatsoever in the abovesaid one Covered car parking space No 36 and have no objection of any nature whatsoever in Society transferring the abovesaid one Covered car parking space No 36 of Flat No. 1803, 18th Floor, Building No. 21, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, C.T.S. No. 1/215, situated at Off Link Road, Oshiwara, Andheri (W), Mumbai - 400 053 in the name of the Purchasers in all its records.

In witness whereof the parties hereto have hereunto set their respective hands the day and year first hereinabove written

SIGNED AND DELIVERED)
By the withinnamed Vendor)
M/s. PGF LIMITED)
Mr. RAJU AGGARWAL (Company secretary)
and through their constituted Attorney)
Mr. **TULSI RAM MANJEET THAKUR**)
in the presence of:)

Kasturi G. Karkera
GREATER BOMBAY
NOTARY

SIGNED AND DELIVERED)
By the withinnamed Purchaser)
MR. SHOBHAN T. PARIKH &)
MRS. DIPTI S. PARIKH)
in the presence)

12/9/16
MRS. KASTURI G. KARKERA
ADVOCATE / NOTARY PUBLIC FOR BOMBAY R. No. 546
Shop No.11, Mona Shopping Centre
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Reg. No. 2754 PNO 48

TRUE COPY

(9)

Annexure-E

232

Parking
80.
1804

SHCIL E-Stamping **Receipt**

(To be filled in by the client)

Stamp Duty Purchased By		Stamp Duty Paid by	☐ 1st Party ☑ 2nd Party
Stamp Duty Amount	Rs. 100/-	Type of Payment	☑ Cash ☐ Cheque ☐ DD ☐ Pay-Order ☐ NEFT ☐ RTGS ☐ Account to Account Transfer
Cheque/ DD/ PO/ UTR/ REF/Account No.			Date: / /20
Bank Name		Branch Name	STOCK HOLDING CORPORATION OF INDIA LTD.
Counter Signature with Seal			SHOP No.4, PARISIAN APT., V.P.RD CPP S.V. ROAD, ANDHERI (W) MUMBAI- 400 058.

SHCIL ANDHERI 14/12/11

26230909 /10/12

Kasturi G Kakera
GREATER BOMBAY
NOTARY

TRUE COPY

Annexure-E

TRUE COPY

(8)

233

INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by : Neha Suvarna
Stock Holding Corporation of India Ltd.
Location : SHCIL Andheri
Signature :
Details can be verified at www.shcilestamp.com

Certificate No.	:	IN-MH05613727089456J
Certificate Issued Date	:	14-Dec-2011 05:03 PM
Account Reference	:	SHCIL ELY mnshcil01 / ANDHERI/ MH-MSU
Unique Doc. Reference	:	SUBIN-MHMNSHCIL0106052839693780J
Purchased by	:	Mr Shobhan T Parikh and Mrs Dipti S Parikh
Description of Document	:	Article 5 (Except (g)) Agreement
Description	:	Basement Car Parking No 80,Flat 1804 18th Flr,Bldg-21,Samartha Aangan 1,Andheri (W) Mum-53
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Messers PGP Ltd Thru C A Tulsi Ram Manjeet Thakur
Second Party	:	Mr Shobhan T Parikh and Mrs Dipti S Parikh
Stamp Duty Paid By	:	Mr Shobhan T Parikh and Mrs Dipti S Parikh
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL

Please write or type below this line

S T Parikh

S T Parikh

Statutory Alert:

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

Kasturi G Kalkera
GREATER BOMBAY
NOTARY

TRUE COPY (7)

234

SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012
Tel : 022-61778151
E-mail :

Mode of Receipt

Account Id	mhshcil01	Receipt Id	RECIN-MHMHSHCIL01053611167037133
Account Name	SHCIL-MAHARASHTRA	Receipt Date	14-DEC-2011

Received From: Mr Shobhan T Parikh and Mrs Dipti S Parikh	Pay To
Instrument Type CASH	Instrument Date
Instrument Number	Instrument Amount 100 (One Hundred only)
Drawn Bank Details	
Bank Name	Branch Name
Out of Pocket Expenses 0.0 ( )	

SHCIL ANDHERI 14/12/11

S T Parikh

D Parikh

Kasturi G Kakera GREATER BOMBAY NOTARY

TRUE COPY

235

TRANSFER OF ALLOTMENT OF PARKING

This instrument is made and entered into at Mumbai this 15th day of December 2011 between **M/s. PGF LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having registered office at 2nd Floor, Vaishali Building, Paschim Vihar, New Delhi - 110 063., and owner of Flat No. 1804, 18thFloor, Building No. 21, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, Off Link Road, Oshiwara, Andheri (W), Mumbai - 400 053., by **Mr. RAJU AGGARWAL** (Company secretary) and through their constituted Attorney namely **Mr. TULSI RAM MANJEET THAKUR** herein after called the "Vendor" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, legal successors, executors and administrators and assigns for the time being in force) of the First Part;

AND

MR. SHOBHAN T. PARIKH & MRS. DIPTI S. PARIKH both adults, Indian Inhabitants, having address at Flat No. 401, New Shree Kripa CHS Ltd., J.P.Road, Near Andheri Sports Complex, Andheri (W),Mumbai-400053, hereinafter called the "Purchasers" (which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors and administrators and assigns) of the Second Part.

Kasturi G Kukera GREATER BOMBAY NOTARY

TRUE COPY

236

The Vendors alongwith the Flat No. 1804, 18thFloor, Building No. 21, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, C.T.S. No. 1/215, situated at Off Link Road, Oshiwara, Andheri (W), Mumbai - 400 053, herein after referred to as "the said Flat", have transferred their rights to the Purchaser in respect of the with one Basement car parking space No 80 located in the Compound in the said Building of the said society alongwith the Flat No 1804, 18th Floor, in "Samartha Aangan-I", of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd situated on Link Road, Oshiwara, Andheri (W), Mumbai - 400 053., The above one Basement car parking space No 80 was allotted to us by M/s. Samartha Development Corporation vide parking allotment letter dated 21st October, 2009.

The Vendors hereby agrees that they have no more rights, title, claim and interest of any nature whatsoever in the abovesaid one Basement car parking space No 80 and have no objection of any nature whatsoever in Society transferring the abovesaid one Basement car parking space No 80 of Flat No. 1804, 18thFloor, Building No. 21, Samartha Aangan-I, of Shree Swami Samartha Prasanna Oshiwara East Unit No. 1 Co-operative Housing Society Ltd, C.T.S. No. 1/215, situated at Off Link Road, Oshiwara, Andheri (W), Mumbai - 400 053 in the name of the Purchasers in all its records.

In witness whereof tha parties hereto have hereunto set their respective hands the day and year first hereinabove written

SIGNED AND DELIVERED)
By the withinnamed Vendor)
M/s. PGF LIMITED)
Mr. RAJU AGGARWAL (Company secretary)
and through their constituted Attorney)
Mr. **TULSI RAM MANJEET THAKUR**)
in the presence of:)

Kasturi G Karkera GREATER BOMBAY NOTARY

SIGNED AND DELIVERED)
By the withinnamed Purchaser)
MR. SHOBHAN T. PARIKH &)
MRS. DIPTI S. PARIKH)
in the presence)

12/9/16

MRS. KASTURI G. KARKERA
ADVOCATE / NOTARY PUBLIC GR. BOMBAY Regn.No.546
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Reg. No. 2755 P. No. 48

Annexure F (Colly)

TRUE COPY

(4)

237

SAMARTHA AANGAN

SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP. HSG SOC LTD.
"Samartha Aangan Complex, Off K.L Walawalkar Marg, Oshiwara,Andheri(W), Mumbai-400053.
Registered Under The Maharashtra State Co-operative Act 1960
(Reg.No.BOM/W-K/W/HSG/TC/8874/95-96)

Share Certificate No.....71.....Members Reg.No.....71..... No of Shares 5

Share Certificate

THIS IS TO CERTIFY that ~~Shri/Smt/Ms~~ M/S PGF Limited .....is the Registered Holder of Five Fully Paid Up Shares of Rupees FIFTY each.Numbered from...351.....to....355..... both inclusive,in SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP.HSG SOC LTD.(Samartha Aangan),subject to the bye-laws of the society.

Given under the common seal of the said society on this ...15th.....day of ....July.....2012

AUTHORISED M C MEMBER | HON.SECRETARY | CHAIRMAN

Kasturi G Karkera GREATER BOMBAY NOTARY

12/9/16

MRS. KASTURI G. KARKERA
ADVOCATE & NOTARY PUBLIC GR. BOMBAY Regn.No.5449
Shop No.11, Mona Shopping Centre,
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

Reg. No. 2754 P NO. 48

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

(3)

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES 238

Date of Transfer	Transfer No.	Register No of Transferor	To Whom Transferred	Register No. of Transferee	Signature of Chairman	Signature of Secretary	Signature of M.C. Member
8/4/12 SP 9/9	Resol. 11	71	MR. SHOBHAN T. PARIKH & MRS. DIPTI S. PARIKH	886 180			

TRUE COPY

NOTARY
GREATER BOMBAY
Kasturi G. K...

TRUE COPY

Annexure F

239

211804

SAMARTHA AANGAN

SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP. HSG SOC LTD.
"Samartha Aangan Complex, Off K.L Walawalkar Marg, Oshiwara,Andheri(W), Mumbai-400053.
Registered Under The Maharashtra State Co-operative Act 1960
(Reg.No.BOM/W-K/W/HSG/TC/8874/95-96)

Share Certificate No.....72...Members Reg.No.....72..... No of Shares 5

Share Certificate

THIS IS TO CERTIFY that ~~Shri/Smt/Ms~~ M/s. P.G.F Limited .....is the Registered Holder of Five Fully Paid Up Shares of Rupees FIFTY each.Numbered from...356....to....360..... both inclusive,in SHREE SWAMI SAMARTHA PRASANNA OSHIWARA EAST UNIT NO.1 CO-OP.HSG SOC LTD.(Samartha Aangan),subject to the bye-laws of the society.

Given under the common seal of the said society on this ...15th.....day of .....July.....2012

AUTHORISED M C MEMBER | HON.SECRETARY | CHAIRMAN

Kasturi G Ka. GREATER BOMBAY NOTARY

12/9/16.

MRS. KASTURI G. KARKERA
ADVOCATE /NOTARY PUBLIC GR. BOMBAY Regn.No.548
Shop No.11, Mona Shopping Centre.
Near Navrang Cinema, Andheri (W)
Mumbai-400 058. Expiry Date 08/06/2017

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Reg. No. 2757 P.No. 48

240

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

Date of Transfer	Transfer No.	Register No of Transferor	To Whom Transferred	Register No. of Transferee	Signature of Chairman	Signature of Secretary	Signature of M.C. Member
8/4/12 SP. Sa	Restrd. 11	72	Mr. Shobhan T Parikh Mrs. Dipti S Parikh	87 40			

Kasturi G Kalkera GREATER BOMBAY NOTARY

TRUE COPY