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Nodal Officer

FROM-: Mr. Rajiv Thakur, & Mrs. Arti Thakur

Contact: +91- 9819633364

Email: rajiv@rajivthakur.com

To !

Mr. Rakesh Kumar Singh (Nodal Officer cum Secretary)

Hon'ble Justice (Retd.) R M Lodha Committee

(In the Matter of PACL Ltd.)

The Ashok Annex Building, (Oudh Coridor)

50-B Chankyapuri, New Delhi -110001.

**SUBJECT:** Submitting documents in respect of my Flat No.604, situated at Goregaon west, Mumbai, 6th Floor, Sejal Tower, Near Goregaon bus depot, New link Road, Goregaon west, Mumbai-400104, having MR NO 32774-16

Dear Mr.

In continuation to our earlier letters, which you have duly received, we are submitting you documents in respect of our said Flat No.604, situated at Goregaon west, Mumbai, 6th Floor, Sejai Tower, Near Goregaon bus depot, New link Road, Goregaon west, Mumbai-400104,having MR no 32774-16, which has wrongly been put up on your web site <a href="www.auctionpacl.com">www.auctionpacl.com</a> for E-auction, despite the fact that we are the exclusive owner of the same.

Sin we have already apprised you through our earlier letters and in support of our said claim we are the sending you these documents, which are as under

- 1) Registerd document of rajiv thakur and arti thakur with PACL Limited
- 2) Registerd document of PACL Ltd with shree sejal construction pvt ltd
- 3) Pocession letter from shree sejal construction pvt ltd to PACL limited
- 4) Procession letter from PACL Ltd to Rajiv thakur and Arti thakur
- 5) Car parking allotment letter from shree sejal construction pvt ltd to Rajiv thakur and arti thakur
- 6) Car parking allotment letter from shree sejal construction pvt ltd to PACL Ltd
- 7) N.O.C letter for resale from shree sejal construction pvt ltd
- 8) Permision letter to mortgage from shree sejal construction pvt ltd
- 9) Disbursement letter of housing loan from ICICI Bank

Hope these documents will suffice the purpose. However for any other further queries, please feel free to contact us.

Thanks & warm regards,

Thanking you

Mr. Rajiv Thakur

Mrs. Arti Thakur

Email: rajiv@rajivthakur.com

Contact: +91- 9819633364

ay, March 14, 2012

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Original

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गंव : पी.एस.पहाडीगोरेगांव

जाचा अनुक्रमांक : वदर16 - 2091 - 2012

जाचा प्रकार

: चुकं दुरुस्ती पत्र

रणा-याचे नाव : राजीव ठाकुर

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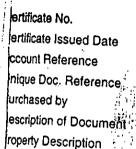
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RATIV THAKUR AND ARTI THAKUR

Article 25(b)to(d) Conveyance

RECTIFICATION-FLAT-604,6TH FLR,BUDG NO-4,SEJAL TOWERS, SEJAL PARK, LINK RD, GOREGAON-W, MUM-104.

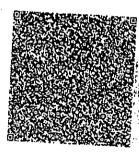
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PACL INDIA LIMITED ALSO KNOWN AS PACL LIMITED

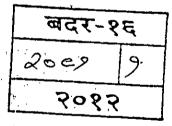
RAJIV THAKUR AND ARTI THAKUR BAJIV THAKUR AND ARTI THAKUR

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#### AND

Mr. RAJIV THAKUR & Mrs. ARTI THAKUR, also both adults, Indian Inhabitants, having address at Flat No. 204., Building No. 43, Parth CHS Ltd., Oshiwara, Andheri (W), Mumbai - 400 053, hereinafter referred to as the "Purchasers" (which expression unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the Other Part:

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WHEREAS the parties have entered into an Agreement for Sale dated 31st December' 2011, in respect of the Flat No. 604, 6th Floor, Building No. 4, in Sejal Towers, situated at Sejal Park, Link Road, Goregaon (W), Mumbai - 400 104., at land bearing C. T. S. No. 1073/A, at Village Pahadi Goregaon West, Taluka Borivali.

AND WHEREAS the said Agreement dated 31st December' 2011, is registered before the Sub-Registrar of Assurances under Serial No. BDR16-01033-2012 dated 04.02.2012, vide Receipt No. 1100. The serial serial states and obtained Index II from States and Agreement dated 31st December' 2011, is enclosed the few ith.

AND WHEREAS in the said Agreement above reference ANN and Purchaser has been erroneously written as PAN No.

PAN No. BKHPS 8354 P and also in the Authority Letter by the Vendor the Flat No. mentioned is Flat No. 504, 5<sup>th</sup> Floor, which has been erroneously mentioned, now we rectify the same and both the parties hereto confirm the same.

#### NOW THIS DEED WITNESSETH AS UNDER:

- 1. That in the Agreement dated 31st December' 2011, PAN No. of the Purchaser has been erroneously written as PAN No. AJYPT 8028 N and PAN No. BKHPS 8354 P and also in the Authority Letter by the Vendor the Flat No. mentioned is Flat No. 504, 5<sup>th</sup> Floor, has been erroneously mentioned and it should be rectified and should be read henceforth as PAN No. AJYPT 8028 N and also in the Authority Letter by the Vendor the Flat No. mentioned is Flat No. 604, 6<sup>th</sup> Floor,.
- 2. That in the said Agreement it is mentioned Flat No. 604, 6th Floor, Building No. 4, Sejal Towers, Sejal Park, Link Road, Goregaon (W), Mumbai 400 104., along with PAN No. of the Purchaser as PAN No. AJYPT 8028 N and

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PAN No. BKHPS 8354 P and also in the Authority Letter by the Vendor the Flat No. mentioned is Flat No. 504, 5<sup>th</sup> Floor, which should henceforth be read as only Flat No. 604, 6th Floor, Building No. 4, Sejal Towers, Sejal Park, Link Road, Goregaon (W), Mumbai - 400 104., and PAN No. of the Purchaser should be read as PAN No. AJYPT 8028 N and also in the Authority Letter by the Vendor the Flat No. mentioned is Flat No. 504, 5<sup>th</sup> Floor, which should henceforth be read as Flat No. 604, 6<sup>th</sup> Floor, Building No. 4.

3. That this Rectification Deed should read along with the Agreemen dated 31st December' 2011 pertaining to the Rat No. 30 Floor Building No. 4, Sejal Towers, Sejal Park Luk Ro. Forerage W) Mumbai - 400 104., along with all recipients in amendments made herein.

#### SCHEDULE OF THE PROPERTY MENTIONED FEBREINAROVE.

Flat No. 604, 6th Floor, Building No. 4, in Sejal Towers, situated at Sejal Park, Link Road, Goregaon (W), Mumbai - 400 104., at land bearing C. T. S. No. 1073/A, at Village Pahadi Goregaon West, Taluka Borivali.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this Deed on the day and year first mentioned hereinabove.

SIGNED AND DELIVERED )

By the withinnamed Vendor )

M/s. PACL (INDIA) LIMITED

also known as PACL LIMITED )

Through the hands of its Authorised Signatory

Mr. ANKUR TYAGI )

Byyagi

SIGNED AND DELIVERED by the

withinnamed Purchasers

Mr. RAJIV THAKUR

&

Mrs. ARTI THAKUR

in the presence of:

(Through his Constituted Attorney

Mr. RAJIV THAKUR)

in presence of \_

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## PACL LIMITED

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OFPACL LIMITED HELD ON WEDNESDAY, THE 3rd DAY OF NOVEMBER 2011 AT 11.30 A.M. AT CORPORATE OFFICE AT 7TH FLOOR, GOPAL DAS BHAWAN, BARAKHAMBA ROAD, NEW DELHI-110001

"RESOLVED THAT the consent of the board be and is hereby accorded for the sale of company's property situated at Flat No.604, 6th Floor Sejal Tower, Sejal Park CTS. No.1073/A of Village Pahadi, Goregaon at 120 wide linking road, Goregaon (West) Mumbai - 400 104, admeasuring 786.27 Sq. Ft and for the said purpose, power of the Board be and is hereby severally conferred upon Mr. Ankur Tyagi, S/o Sh. N.C. Tyagi R/o Victory Building, Plot No. 22, N S Road No.5, JVPD Scheme, Juhu, Mumbai - 400 056 as authorized signatories to deal with the prospective purchasers/ brokers on the terms and conditions duly considered and approved by the Board and to sign & execute the agreement to sell / sale deed and to receive the sale consideration in the name of the company and to sign all documents, deeds, written statements, affidavits, indemnity and other papers whatsoever be deemed necessary and expedient for the said purpose and to appear before the concerned Registrar/Sub-Registrar and to purchase stamp papers and 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 PACL LIMITED

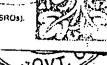
(ANURAG SHARMA) COMPANY SECRETARY



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Regd. Office: 22, 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur-302004 Ph.: 0141-3221282 Corporate Office: 7th Floor, Gopaldas Bhawan, 28 Barakhamba Road, New Delhi- 110001

Phone No.: 011-43650000, Fax No.: 011-43650028-29







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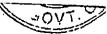




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The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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PERMANENT ACCOUNT NUMBER

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RAJIV THAKUR

RATHER'S NAME

SARWAN KUMAR

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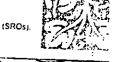
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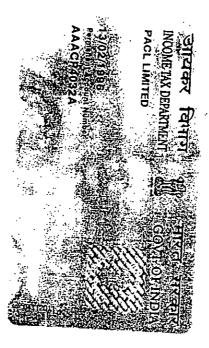
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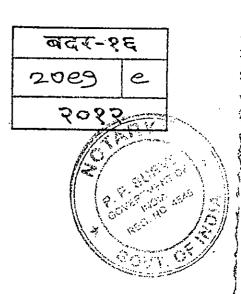
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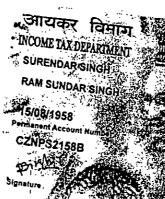




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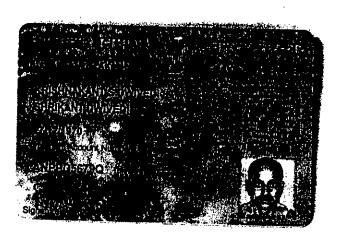


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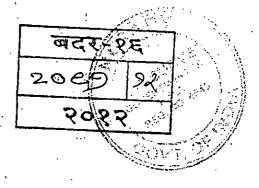
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मां 2150 ठाउँ यांच्या कार्यालयात स्टाइडिंग पा शिर्षकाचा इल् माटी सादर करण्यात आला आहे. उन्हें ते किया मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर इल् साहर केला आहे/निष्पादीत करून कवुलीजवाव दिला आहे. सदर कुलमुखत्यारपत्र लिहून वेलार उन्हें जन्यारपत्र १६ वेलेले नामी किया कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मयल झालेले नाही जिल्ल कोणत्याही अगरणानुके कुलमुखत्यारपत्र रहवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध उन्हें कर कुली काण्याह भी पूर्णतिक सहस्य आहे. सदरचे कथन चुकीचे आढळून अल्यास नींदणी अधिनियम १९०८ च

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# INDIA NON JUDICIAL Government of Maharashtra

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**ARTI THAKUR** 

Article 48 Power of Attorney

SPECIFIC POA-FLAT NO-604,6TH FLR,BLDG NO-4,SEJAL TOWERS,SEJAL-PARK,LINK ROAD,GOREGAON-W,MUM-104.

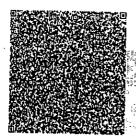
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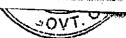
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## SPECIFIC POWER OF ATTORNEY

TO ALL WHOM THESE PRESENTS SHALL COME, I, Mrs. ARTI THAKUR, an adult, having address at Flat No. 204., Building No. 43, Parth CHS Ltd., Oshiwara, Andheri (W), Mumbai - 400 053., SEND GREETINGS: -

WHEREAS I am desire to the many on Co-Ownership Basis Flat No. 604, 6th Floor, Building No. 4, in September 194, thereinafter referred to as SAID PROPERTY).

AND WHEREAS are used to attend to the affairs relating to the Purchasing / acquiring the said property transferred to my joint name of the effore I have requested my Husband Mr. RAJIV THAKUR, having address at Flat No. 204., Building No. 43, Parth CHS Ltd., Oshiwara, Andheri (W), Mumbai - 400 953., (hereinafter called 'the Attorney') to act for me and manage and carry out all the procedures relating to the Said Property in my name.

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THEREFORE, KNOW YE ALL MEN BY THESE PRESENTS that I, Mrs. ARTI THAKUR, in my personal capacity, hereby nominate constitute and appoint my Husband Mr. RAJIV THAKUR, to be my true and lawful Attorney on my behalf to manage all the affairs relating to purchase, transfer and giving on Leave and License basis of the Said Property and to exercise all of any of the following acts and things viz.:

#### NOW THESE PRESENTS WITNESSETH AS UNDER:-

- 1. TO PURCHASE for my benefit the Said Property and to procure the Said Property and to act for me in such manner as my Attorney thinks shall deem most beneficial to me.
- 2. TO CONTRACT with the Seller/s for the purchase of the Said Property and for that purpose deliver and execute the Agreement for Sale and / or Sale Deed or any other lawful deed or instrument which shall be necessary for perfectly transferring the Said Property to my name.
- 3. To appear for and on my behalf before the Office Bearers of the Society and to procure necessary NOC and requisite permissions for purchase of the Said Property.
- 4. TO PAY or allow all taxes, rates, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or to become due and payable on account of purchase of the Said Property.
- 5. TO ENGAGE for all or any of the purposes aforesaid appropriate Professionals like Advocate, Solicitors, Chartered Accountants, etc..., to settle and pay fees of such professionals, to discharge the professionals so appointed and to appoint another or other in place and stead of the professionals thus discharged if my said Attorney thinks fit so to do.
- 6. TO ENTER into, make, sign, seal, execute, deliver, acknowledge, admit and perform any contract, agreement, deed of assurances, deed of declarations, deed of confirmations, deed of rectification, undertakings, with the opinion of the said Attorney in facessially proper to be entered into, made signed, sealed, exactly delivered, acknowledged or performed for effectuating the conservations and of the purposes of these plasaris to use my name.
- 7. TO APPEAR before the Suprementary or Registrar of Assurances to make, sign, each execute term, acknowledge, present and / or artimit execution. Behalf and in my name, to execute all documents in my behalf including any contract, agreement for sale, sale deed, deed of assurances, deed of declarations, deed of confirmations, deed of rectification, undertakings, writing or things in pursuance of all or any of the purposes of these presents in my name and as my act and deed as if I was personally present at the time and did the same.

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- 8. TO EXECUTE on my behalf all deeds, documents, affidavits, forms etc. for more perfectly transferring the above Flat in my name.
- 9. TO REPRESENT me before the Society and Office-bearers thereof in respect of the Said Property and to Sign and Execute on my behalf all agreements, correspondences, deeds, documents, affidavits, declarations, applications, forms etc.
- 10. To take physical possession of the Said Property from the Seller/s when the possession of the Said Property is ready and to correspond with the Seller/s for the same and to sign the documents necessary at the time of taking possession of the Said Property.
- 11. TO admit me as a member of the registered society formed under the provisions of Maharashtra Co-operative Societies Act, 1960, and to get / receive the share and the share certificate transferred in my name.
- 12. TO SIGN prescribed society shares transfer forms (where society has already been formed or which shall be formed in due course of time) and other necessary forms / letters or documents on my behalf for the transfer of the Said Property and for the allotment of the shares to my name.
- 13. To manage and take good care of the Said Property, to carry out repairs, maintenance and alterations if required with the consent of the Society, obtain NOC for the same and deposit refundable/non-refundable security deposit and to adhere to the rules and regulations of the Society while performing the alteration work and to complete the said work within the time limit specified, if any.
- 14. Also to negotiate with any person/s, company either private or public, either directly or through estate agent, to let out the Said Property on Leave and License basis to any intending Licensee/s of his choice, execute the requisite Leave and License Agreement, receive the Security monthly compensation as may be fixed by him.

15. To execute the Leave are cense Vorcement with the intending Licensee/s on lite(terms and conditions that has been agreed upon by my said Atturney also have rame and on my behalf.

16. To receive the Secretary repost and also the monthly compensation from such Licensee's and to pass on valid receipts thereof also in my name and on my behalf.

17. To intimate and obtain the requisite N. O. C. for letting out the Said Property on Leave and License basis if and when required in future as per the rules and regulations and bye-laws of the Society.

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- 18. To pay the requisite amount of Stamp Duty, Registration charges and to get the said Agreement Registered with the Sub Registrar of Assurances, as required under the Maharashtra Rent Control Act, 1999 as per applicable jurisdiction and to appear personally before the said authority and to sign, admit, lodge, present and execute the said Leave and License Agreement in my name and on my behalf as well as to receive back such duly registered Agreement from the said authority.
- 19. To attend all courts of law in Mumbai, Office of the Competent Authority appointed under the Maharashtra Rent Control Act, 1999, for any litigation arising out of letting out the abovesaid Property on Leave and License basis and otherwise in respect of the Said Property also in my name and on my behalf.
- 20. If the said Attorney may desire to serve Notice for termination of the said Leave and License Agreement as per the terms and conditions of the said Leave and License Agreement, he may do so as may be deemed necessary and to take the possession of the said Fiat on the expiry of the term of the Notice period.
- 21. To Refund the Security Deposit and to take the re-possession of the Said Property from the Licensee/s after the expiry or earlier determination of the Leave and License Agreement, whatever the case may be.
- 22. To accept and / or take delivery on my behalf all correspondence and communications addressed to me including registered letters, notices or Court Summons and also to correspond on my behalf with any person or persons.
- 23. TO APPEAR BEFORE the registrar of Co-operative Society, District Deputy Registrar of co-operative society, Co-operative Court, Co-operative Appellate Court or any other Court for any appeal or case filed/ to be filed in respect of the Said Property and also to sign the necessary of the same.

24. TO INSTITUTE (ATITUTE PRODUCTION Any cases in any court of law / authorities for image gistian and co-operative Society and also to defend any suits / complains or petitions on my behalf and to do all acts so takes the Sattle concerned.

Agreement for Sale Deed, or any Agreements, Deeds, Conveyance, Declarations, Confirmations, Rectifications, Re-Conveyance, Assignments, Leave and License Agreement and other Assurances and Instruments, as also application of membership of Co - Operative Society, which may in the opinion of my said Attorney be expedient or necessary for effectively completing any transaction entered into by my said Attorney in my

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name and on my behalf pursuant to the powers hereby conferred upon my said Attorney.

- 26. To adjust, settle, compromise or submit to arbitration any accounts, claims and / or the demands whatsoever which now are or which hereafter may be pending between me and any person or persons whatsoever in relation to any part of the estate or asset standing in my name or claimed to have been transferred to my name in such manner and on such terms and conditions as my said Attorney shall think fit.
- 27. To sign as also to declare and affirm for all or any of the aforesaid purpose all complaints, plaints, written statements, applications, petitions, affidavits, warrants, appearances, or any other documents which may be required to be signed on my behalf for the purpose of protecting and / or furthering my interest including preferring any appeal either before any Judicial, Quasi Judicial or even an Administrative Authority including Courts of Law and of Equity.
  - 28. TO REPRESENT me before the company supplying electricity, for having Electric Meter transferred of the Said Property in my name and for that purpose to execute any writing/s or document/s for effectually transferring the said electric meter.
  - 29. TO EXECUTE AND SIGN on my behalf all papers, documents, forms, applications, writings, agreements, declarations, confirmations, rectifications, indemnities, undertakings, as may be necessary and required or do any of the Acts in connection with the Said Property for it's purchase, transfer or maintenance.
  - Reliance Infrastructure Ltd., (earlier known as Reliance Energy Ltd.) or any company supplying electricity to get the meter transferred in my name including all deposit and credits, if any, standing in my name and / or receive the same and sign receipts, challans, documents, writings and applications as may be lawfully required. To and get installed Mahanagar Gas Ltd., connection and to do all acts, matters and things necessary for such to the later of the

31. Any amounts receivable in regards with the said Specific Power R. Attorney shall be received in my name and the said Specific Power of Attorney is without any consideration and value.

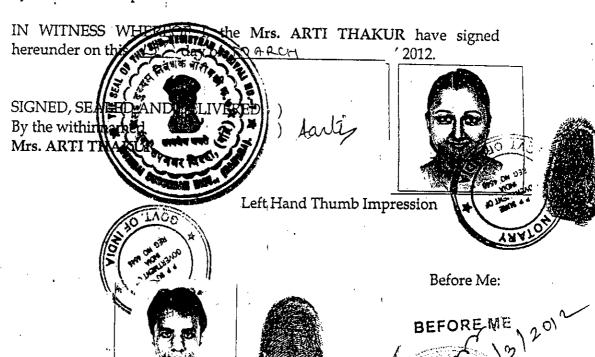
बदर-१६ 2009 १८ २०१२ Aarluk Jove Monto

32. All acts, deeds and things lawfully done by my said Attorney shall be construed as acts, deeds and things done by me as if I was personally present and all or whatever my said Attorney shall lawfully do in good faith, I, Mrs. ARTI THAKUR do hereby agree to ratify and confirm.

AND TO DO every thing whatsoever which may be deemed necessary, proper or expedient in respect of the Said Property to safe guard my rights, title interest and which I myself could have done if I was personally present.

AND TO do all things necessary for the aforesaid purposes or any of them with the specific object of having the Said Property transferred to my name.

AND GENERALLY, to do and cause to be done all acts, deeds, matters and things, as my Said Attorney shall think fit and proper for the purpose of purchase and transfer of the Said Property as amply and effectually as I could have personally done and I hereby agree and undertake to ratify and confirm all or any acts or deeds whatsoever my said Attorney shall lawfully do or cause to be done for the Said Property by virtue of these presents.



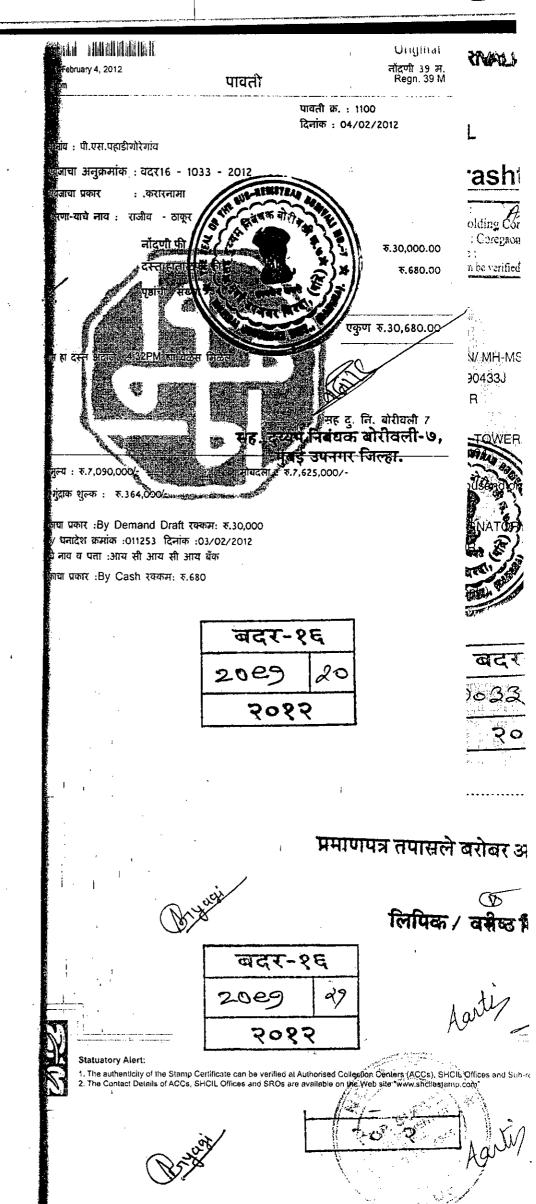
Left Hand Thumb Impression

Specimen Signature of the Attorney
Mr. RAJIV THAKUR

P. P. SURVE
ADVOCATE & NOTARY
45 D. W. Nagar (I), Deep Society.
P. Road, Andherid W. Mumhai-53

चदर-१६ 20e9 १८ २०१२

This document is noted at 3 1 3 1 m the Sr No. 2 Date 2 3 1 m the Notarial Register



### (LULLIZED BY BORNALLY)



certificate No.

Purchased by

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

Certificate Issued Date iccount Reference Inique Doc. Reference

Description of Documer Property Description

Consideration Price (Rs.)

## INDIA NON JUDICIAL

# Government of Maharashtra

e-Stamp

Issued by:
Stock Holding Corporation of India Ltd.
Location: Geregion Signature: Details can be verified at www.sheilesteanp.com

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19-Dec 2011.12:14 PMI SHCILL(EI)/ mashcilg 17 GOREGAON/MH, MSU SUBIN-MHMHSHCILG 1061230169904331 RAJIN THAKUR AND ARTI THAKUR

Ariiciè 25(b)to(d) Conveyance FLAT NO.604, 6TH FLOOR

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PACL INDIA LTD

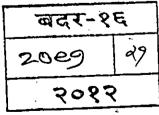
RAJIV THAKUR

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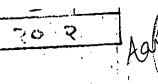


प्रमाणपत्र तपासले बरोबर आढळले

लिपिक / वर्रेष्ठ शिपीक



Statuatory Alert:





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# AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this 310 day of 2011, BETWEEN M/S. PACL (INDIA) LIMITED also known as PACL LIMITED, owner of Flat No. 604, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104, hereinafter called "Vendor" (which expression shall unless it be repugnant to the context or meaning thereof mean and include executors, administrators and assigns) of the ONE PART AND MR Rajiv Thakur & Arti Thakur adult, Indian Inhabitant, having address at Rajiv Thakur & No. 204,Bldg . No.43, Parth C.H.S. Ltd. Oshiwara, Andheri (W), Mumbai 400 053, hereinafter called "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the SECOND PART.

QL

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WHEREAS the Vendor herein is the sole and rightful Owner of Flat No.604, 6th floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104, having an area of 786.27 Sq.ft. Carpet area, (hereinafter referred to as "the said Flat") and are this day fully seized and possessed of and entitled in all manner to dispose of the said Flat under this Agreement.

Vide an agreement dt.04/12/2008 BDR10-09736-2008 between M/s. Shree Sejal Construction PVT. Ltd., a Company registered under the Companies Act 1 of 1956 and having its registered office at Office No 8-9, 6<sup>th</sup> floor, Phonix Bldg 457, SV Rd., Mumbai 400 004 hereinafter called the Developers, had originally allotted the above said Flat to Vendor for the valuable consideration and on the terms and conditions contained therein. The Society of the flat Purchaser of the said building is yet to be formed बदर-१६

and registered.

AND WHEREAS the Vendor has agreed to sell, transfer

rchaser have agreed to and convey unto the Purg purchase from the Vendo didental thereto, all the In the said Flat with the beneficial right, title and the right of use and consent of the society in N occupation of the Flat for a consideration of Rs.76,25,000/- Rupees Seventy Six Lakhs Twenty Five Thousand Only) on the terms and conditions contained herein;

a are desirous of AND WHEREAS terms and conditions

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

- The Vendor hereby agree to sell, transfer, assign and convent to the Purchaser and the Purchaser hereby agree to Purchase from the Vendor and accept the transfer of the said Flat.
- 2. The total consideration price of the said flat is Rs.76,25,000/- (Rupees Seventy Six Lakhs Twenty Five Thousand Only). The purchaser has paid the full consideration price of the said flat by various cheques as per the schedule herein under written.

a. Rs.35,00,000/- (Rupees Thirty Five Athe Only with aid on or before \_\_\_\_\_\_ by obtaining loan ways.

b. Rs.41,25,000/- (Rupees Forty One Lates Towk Fire Indusand Only)
on Signing / Registering the Agreement

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3. As incidental to transfer of the said Flat, the Vendor hereby transfer all their beneficial right, title and interests in and upon the said Flat No.604 "including the use and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right, title and occupation of transfer all their beneficial right.

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5. That the Vendor doth hereby declare and say as follows:-

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a). That the Vendor have sole and absolute right, title and interest in the said.

Flat and the right and power to dispose off the same and there is no

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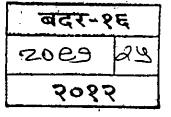
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impediment or prohibition against the said right power and authority of the Vendor to deal with and dispose off the same and the same are clear and marketable and free from encumbrances and that the Vendor have not done or allowed or permitted to be done any act's, deeds or things that might have resulted or tantamount to result in encumbering, charging, alienating or creating a lien over the said Flat and the premises in manner whatsoever.

- b). That notwithstanding any of the deeds, matters or things whatsoever by the Vendor or any other person or person's lawfully or equitably claiming by, from or through the Vendor committed or omitted or Knowingly or willingly suffered contrary, the Vendor have full power and absolute right and authority to transfer the said Flat as aforesaid, and that the Vendor has not, nor any one else on his behalf done any acts, deeds, or omission whereby the said Vendor might be proposed to transferring the said Flat premises and handing over the mean transferring the said peaceful possession of the said flat.
- them has not been the subject matter of any pending litigation, or any attachments, either before or after judgment, nor the same are subject to any attachment or prohibitory order issued by any department of the state or Central Government, other authorities, courts of law, Tribunal or Arbitrators whereby the Vendor is prefitted or sained from assigning or transferring all the rights of the same or said fact to the Purchaser as envisaged under this Agreement.

d). That the Purchaser shall and will at a pereafter peacefully and quietly be entitled to occupy, use and possess and enjoy the said Flat.





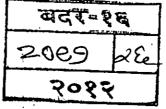
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with all the benefits and the occupancy rights in respect of the said Flat premises without any interruptions, claim or demand of whatsoever nature from the Vendor or from any other person or persons claiming by, from, under or in trust for the Vendor.

- e). The Vendor hereby agree and undertake to indemnify the Purchaser and keep the Purchaser fully indemnified against any claim, demand, liabilities, expenses, litigations, charges, lien, proceedings, damage or loss that may arise against the Purchaser consequent upon any claims being made by any person or person's in respect of or arising out of the transfer made under these presents by the Vendor including in respect of the said Flat.
- Purchaser all the Agreements, receipt Plat ethicates are documents of title to the said Flat premises, corresponding, but also so and deliver to the Purchaser, all necessary applications, substituting the said society or any authority or authorities, including BSES Ltd / Reliance Energy.
- g). The Vendor shall be responsible for clearing the outgoings i.e. maintenance, taxes, due, etc. in respect of the said Flat till the date of handing over the possession of the said Flat outchaser even if the bills are received at any later date.

Vendor and the Purchaser equally. The stamp duty and registration charge payable in respect of this agreement shall be borne entirely by the Purchaser.

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posting 15/3

- 7. The parties hereto Shall (on payment of the full and final consideration) sign and execute all further and necessary document, papers, forms and writings a may be necessary for completing the transfer and the sale and more perfectly assuring and effectually transferring the said Flat unto and to the use of the Purchaser.
- 8. The Vendor will come and co-operate to register this document in Registrars office whenever he will be called.
- 9. This agreement shall be engrossed in duplicate be kept by the Purchaser and the duplicate by the

10. The Maharashtra Ownership flats (Regulation

Construction, Sale Management of Transfer of 1963 the Promoter is required to execute a writter agreement or Sale of the said Flat to the Purchaser being in flat these presents as to register the said Agreement under said Agreement upper the said tion Act 1908.

### **SCHEDULE**

9023 (4) २०४२

All THAT Flat No.604, 6<sup>th</sup> floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104, CTS No.1073 & 1074 Survey No.161 (part), admeasuring 786.27 sq.ft. Carpet area.

Brytings (3)

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बदर-१६ 2009 २७ २०१२ IN THE WITNESS WHEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED SEALED AND DELIVERED

By the withinnamed Vendor

M/S. PACL (INDIA) LIMITED also known as PACL LIMITED

Authorized Signatory Mr. Ankur Tyagi

PAN No.AGDPT6479P

In the presence of



Dormai



SIGNED SEAL

SIGNED SEALED AND DELIVERED

By the withinnamed Purchaser

MR. Rajiv Thakur

PAN No.ABQPT8985L

&

Mrs. Arti Thakur

PAN No.AJYPT8028N

Pan No.BKHPS8354P

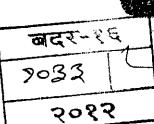
In the presence of













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### **RECEIPT**

Received with thanks from the Purchaser MR. Rajiv Thakur & Mrs. Arti Thakur a sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) being the Part Payment for the sale of Flat No.604, 6<sup>th</sup> floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104.

### **MODE OF PAYMENT**

Sr.	Cheque/DD/	Dated	Drawn on	Amount
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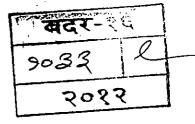
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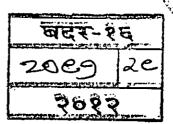
M/S. PACL (INDIA) LIMITED also as known PACL LIMITED
Authorized Signatory Mr. ANKUR TYAGI

WITNESSES

VENDOR







)

### RECEIPT

Received with thanks from the Purchaser MR. Rajiv Thakur & Mrs. Arti Thakur a sum of Rs.41,25,000/- (Rupees Forty One Lakhs Twenty Five Thousand Only) being the full and final Payment for the sale of Flat No.604, 6<sup>th</sup> floor, Bldg No.4, Sejal Towers, Sejal Park, Link Road., Goregaon (W), Mumbai 400104.

#### **MODE OF PAYMENT**

Sr. No.	Cheque/DD/ Payorder	Dated	Drawn on	Amount
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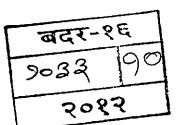
**Authorized Signatory Mr. ANKUR TYAGI** 

WITNESSES

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2.

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CHARLES OF THE LOCAL PROPERTY OF THE LOCAL P

MERCHANTER MUVBAL

No CHE!5854/BECWSYAP

310 OCT 2009

ło,

Ms. Shree Sejal Construction Pvt. Ltd. CA. farOwner.

Sub Remaission to occupy the completed building No. 4 on plot bearing E.T.S. No. 1073/A of Village Pahadi Goregaon at 120' wide Linking Road Goregaon (W). Building named as "Sejal Tower".

Ref: Your letter No. 667-4 date 20/07/2009.

Fir,

The full development work of residential building No. 4 comprising of Stilt + 1st Floor Stilt + Podium + 2nd to 28 maper floors on plot bearing C.T.S. No. 1073/A of Villag Pahadi Goregoon Mest and Lichten Road, Goregoon (West) completed under supervision and Lockes No. STR/S/76 and Lockes Supervisor State and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied on the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the Compression and Lockes No. 1445/SS-I; may be occupied to the

That the certificate u/s 270A of BIM.C. Act shall the channel from A.E.W.W. (P/S) and a certified copy of the same shall be subjusted to this office.

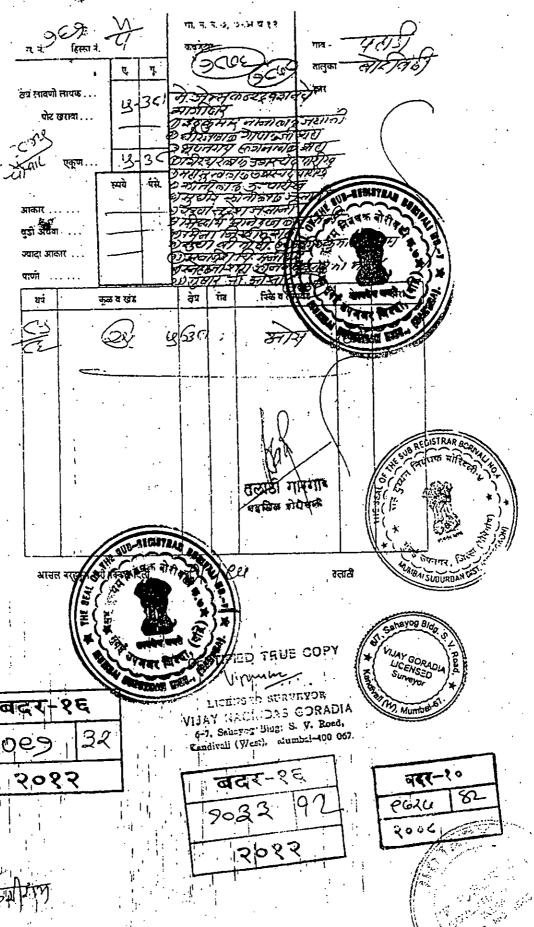
That the Co-op. Hsg. Soc. shall be formed and registered column the firm the date of issue hereof, or before B.C.C. which ever is earlier.

That all the conditions laid down in this letter of permission shall be complied with within one year so as to claim the deposits which otherwise will be foreseited.

बदर-१६ 2089 39 २०१२ Yours faithfully, 2083

Executive Engineer

Bide Prossils (WS) Prward

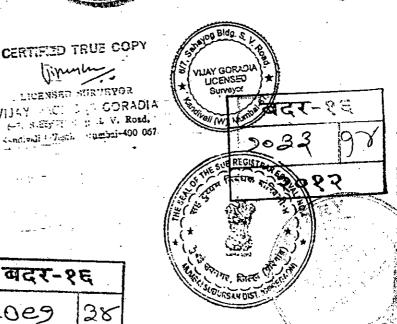


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(नमुना नं. ξ) हक्काचे पत्रक दणीचा फंस्कार झालेले हक्काचा प्रकार तपासणी अमलदाराची **ानुक्र**म राज़ी, .... हिः नं, सही किया शेराः बद्द-१० e6 7 10 87 ₹006 CERTIFIED TRUE COPY Timmen LICENSED SURVEYOR VIJAY ACT DE CORADIA

बदर-१६ 20e9 28 २०१२



(नमुना नं. ६) त्तालुका 🚉 हक्काचे पत्रक तपासणी अमलदाराधी शोचा फॅरफार झालेले हर्काचा प्रकार कुम सही किंवा शेरा, स.म. . . हैं.ज अस्सल परहुकूमं खरी नक्कल CERTIFIED TRUE COPY Milmini. LICEVERD SURVEYOR VIJAY SI 1943 GORADIA 6-7, Share Mag: S. V. Rose Kandiv li Westl. Vinmbel-400 0 १६ बदर 9033 बदर-१६ 2009 २०१२

(नमुना न. ६) हक्काचे ५त्रक ,\_\_\_\_ तपासणी अनसदाराची ोंदणी चा केरकार झालेले हक्काचा प्रकार सहीं किया शेरा. भनुक्रम रा म. े हि. प. नंपर अस्तल बरहुकूम बदर-१६ LICENSON SURVEYOR VIJAY NAGINDAS GORADIA 6-7, Salayed Claz, S. V. Road, 20es Candivali (West), Mumbai-400 067. बदर-१६ २०१२ 9023 वदर-१ e626 २००८

> "然为之情况"。 1980年

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वनपरि करता है 🗀 🗀 अं पूर्व रूप में दिनांक नरह फरवरी कुर्नोहार पिछाराई को उन्हरी अधिनियम, 1956 (1956 को 1954 अनगत मन्नर GURWANT AGROTECH LIMITED के रूप में निर्माण को सब रूप में सम्प्राप्त कारायात . 1985 की धारत प्राफ्त विकासमुख्या मिन्न के साथ के मार्गित करना स्वर विमोबेस रूप में यह रहें केल करके बंधि पूर्ण भागत १८ अनुमादन, कमानी क्रीयनिक्या, 1950 वर्षि द्वारा १४ जा एक, ८८१ र जाएर सर्वण्य कामणा क्रम विनाम, नई १४लना को कविसूचमा सामा का १८ १३७ को दिनाक २४ ६ १३८६ पूरा आप एन ८०२५७७२४७ व्हर्न १७७५ व्याप का दृश्य प्राप्त हो समा है. उस जनवरी का पान भागा परिशोध एप न संसक्ते PACL LIMITED हो गया है और यह प्रमाय-पन, क्विंस अधिनेयम हो भारा 23(१) या अनुसरण में जारी जिया जाना है। यह प्रमाण-पद्भ स्था हु र अवत विमान वारत छ ्या वा तलार ग्यानह वा स्थारी किया साला है। 2009 २०१२ GOVERNMENT OF INDIA - MINISTRY OF CORPOS Registrar of Companies, Rajasthay Fresh Certificate of Incorporation Consequent up Corporate Identity Number: U70101RJ1996PLC011577 In the matter of MVs PACL INDIA LIMITED <sup>क्षेप्</sup>नवर वि I hereby certify that PACL INDIA LIMITED which was originally incorporated of Nineteen Hundred Ninety Six under the Compenies Act having duly passed the necessary resolution in terp 1956) as GUR MITED the Central Government signified in writing hav Companies Act the approval of der Section 21 of the Companies Act. 1936, read with Government of India, Depart dated 24/06/1985 vide SRN B22303242 da PACL LIMITED and this Certificate is Issue d company is this day changed to id Act. Given at Jaipur this Tweifth day of October A STATE OF THE STA Registrar of Companies, Rajasthan कापनी संभिद्धाः, राजनसम् telet The corresponding form has been approved by KAILASH CHAND MEENA, Deputy Registrar of Companies and this certificate been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic and Authentication of Documents) Rules, 2006. digitally signed certificate can be verified at the Ministry website (www.mca.gov.in). ती रजिस्द्रार के कार्याक्षय अभिलेख में उपलब्ध पत्राच्य का पता : ing Address as per record available in Registrar of Companies office: बदर-१६ CL LIMITED IND FLOOR., AMBER TOWER, SAISAR CHANDRA ROAD.. than, INDIA では、100mmを対象とは、100mmである。

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बदर-१६ 20*e*9 3e २०१२

Certificate of Con

Pursuant to Section 149

Business

s Act. 1956.

which was incorporated under the Companies Act who can the six day of FEBRUARY, 1996 and which has the pay fill declaration in the prescribed form that the conditions of Section (d)/149 (2) (a) to (c) of the said Act, have been commence business.

Given under my hand at JAIPUR this 15th day of MARCH One thousand nine hundered and NINETY SIX.



9033 9C GDK. GUPTA)

Registrar of Companies Rajasthan, Jaipur

#### 

दुय्यम निवंधक: सह दू.नि.का-बोरीयली 4

सूची क्र. दोन INDEX NO.ै॥

मोदली हुउ व

गावाचे नाव :

पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार, मोबदत्याचे स्वरूप करारनामा व बाजारभा**र्व**(भाडेपटट्याच्या बाबतीत पटडांकार आकारणी देतो की पटटेदार ते नमूद करावे) मोयदला रू. 5,310,000.00

बा.भा. कं. 5,156,172.00

(2) भू-मापन, पोद्धहिस्सा व घरक्रमांक (असल्यास) .

(1) सिटिएस क.: 1073/अं दर्णनः विभागाचे नाम - पहाडी-गोरेगाय पश्चिम ( योरीयली ). उपविभागाचे नाव - 57/264 - भुमान : उत्तरेस गायाची हद, पुर्वेस लिंक रोड. दक्षिणेस गावाची सीमा व पंश्चिमेर: खाडी. सदर मिळकत सि टी.एस. नंगर - 1073 मध्दे आहं. ------सदिनका के 604, 6 या गजला, बिल्डींग न 4, 'सेजल टॉवर'.. (1)बाधीय मिळकतीचे क्षेत्रफळ 87.69 घो.मी. आहे.

(3)क्षेत्रफळ

(4) आकारणी किंया जुडी देण्यात असेल तेव्हा

(5) दस्तऐवज कस्तन देण्यां-या यक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यासलयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

- (1) मे/- श्री तेजल क न्स्ट्रक्शन ग्रा.लि.गं सचालक देवांग शाह तर्फे मुखत्यार निलंश शाह -; घर/फ़्लंट नं: -; गत्ली/रस्ता: 8/9,6 वा मजला, कानिक्स बिल्डींग, 457 एस वही पी रोड. मु 04; ईमारतीचे नायः -; ईमारत नः -; पेठ/वसाहतः -; शहर/गायः -, तालुकाः --: पिनः -: ऍन AAACS0688M .
- (6) दस्तऐवज करून घेण्या-याः पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यान्त्रलयाचा हुकुमनामा
- मे/- श्री सेजल कन्स्ट्रक्शन प्रा.लि.चे संचालक अनरचंद सी शाह तर्फ मुखत्यार महेंद्र गोराडीया 🕒 : घर/फ़लेंट नं: 🤫 गल्ली/एस्तः: बरीलप्रमाणे : ईमारतीघे नावः 🔆 ईमारत नं: 🦠 पेट/बसाहतः -: शहर/गायः -: तालुकाः -; पिनः -; पॅन, नम्यरः -.

किंवा आदेश असल्यास, वादीचे नाव AAACP4032A.-व संपूर्ण पत्ता

.(1) 'पी ए सी एत इंडिया ति. चे मॅनेजर तुतसीराम मनजीत ठाफुर - ः घर/गतंद नः -गल्ली/रस्ता: 2 रा मजला,बोनान्त्र आर्केड, आंबोली नाका ,57 एस व्ही रोड, अंधेरी प मुं 58; : तालुका: ःपिन: -: पॅन नम्यर -ईमारतीचे नागः -: ईमारत नः -; पेठ/यसाह्य UB-4181878

(7) दिनांक नोंदणीधा

करून दित्याचा '04/12/2008

(8)

26/12/2008

(9) अनुक्रमांक, खंड व पृष्ट

9727 /2008

(10) बाजारभाषाग्रमाणे मुद्रांक शुल्क

₹ 248100.00

(11) बुजारभावाप्रमाणे नोंदणी

ক 30000.00

(12) शैरा





बदर-१६ প্ত 20e9 २०१२

## Purchaser

हस्ताक्षर /SIGNATURE

स्थाई लेखा राख्या /PERMANENT ACCOUNT NUMBER

ABQPT8985L

TIT /NAME RAJIV THAKUR

पिता का नाम /FATHER'S NAME SARWAN KUMAR

जन्म तिथि /DATE OF BIRTH

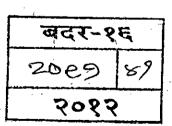
07-08-1976

आयकर आयुक्त, अमृतसर

COMMISSIONER OF INCOME-TAX, AMRITSAR

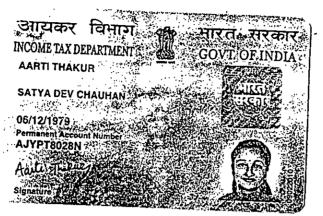




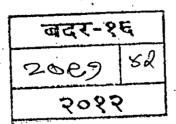


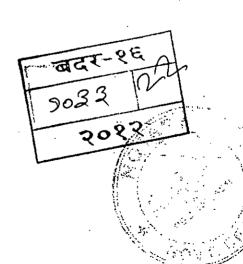


## Purchaser

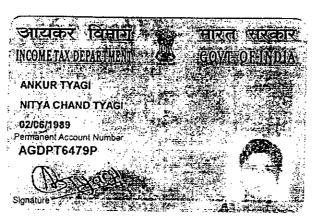




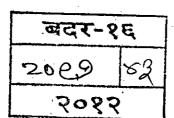




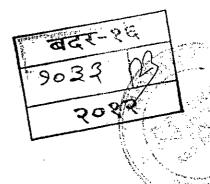












Witness

आयकर विभाग INCOME TAX DEPARTMENT

AMIT KUMAR TIWARI

KRISHNA TIWARI

19/07/1983 Permanent Account AJEPT2118F



भारत सरकार GOVT. OF INDIA





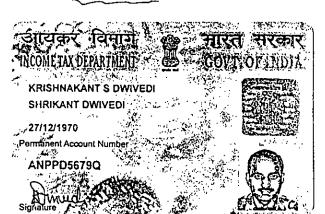






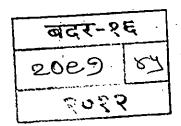


## Witness











वरील केलेली विद्याने सत्य व बरोबर आहेत .लिहून घेणार व लिहून दणार यांच्यावर बंधनकारक राहील.

ठिकाण -- बोरीवली

दिनांक: - 08/02/92

लिहुन देणार

Bryand

१ मे. जीएसीएल दाँडिया) छि. व

२ ऑक्रोराइन्ड सिक्तेटरी

अंकुर धाकी

><

लिहून घेणार

१ भाजीव शक्रर

२ आरती ठाक्टर

3 Harty

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बदर-१६ 2009 ४० २०१२ 9033 09 2082

### ROALWATEON PEPOPT

VPUAGE: PAHADI GOREGAON (OU)

CTS NO: 1073

ZONE: 57/264

RATE: 80/00

AREA: 87.69 Squatrs 13.0

### er AWATEON

mu for FLAT

- 83.69 × 86100

- 7023969 × 1/2

- 7375107

- mv ! 73755001

- AV ! 76250001

- SID ! 3638501 Paid! 3640001

- Rif !- 360001 FEEFFREE

- Rift !- 360001 FEEFF

2069 40

3023 MO

\* ' } .

दस्त गोषवारा भाग-2 यदर16 दस्त क्रमांक : 1033 / 2012 February 4, 2012 :- वदर16 / 1033 / 2012 बदर-१६ कार :- .करारनामा 9033 इ.3 चीं वेळ:(कबुली) Feb 4 2012 4:14H ਭ.4 ची वेळ:(ओळख) Feb 4 2012 4:14F २०१२ इ.5 ची वेळ:(नोंदणी) Feb 4 2012 4:14PM पक्षकाराचे नाव व पता छायाचित्र अंगठ्राचा ठसा Purchaser/Buyer/Executor2 नावःराजीव - ठाकूर पत्ताःसदनिका क्र 204 बि नं 43 पार्थ सोसा ओशिवरा वय :- 40 पॅन नंबर:ABQPT8985L सही नावःआरती - ठाकूर Purchaser/Buyer/Executor2 पताःसदनिका क्र 204 वि नं 43 पार्थ सोसा ओशिवरा अंधेरी प पॅन नंबर:AJYPT8028N पी एसी एत ति चे Saler/Executor नावःमे पी ए सी एल (इंडीया)लि उर्फी ऍथो सिग्नेटरी अंकुर - त्यागी पताःसदनिका क्र 604 , 6 वा मजलाहै सेजल पार्क गोरेगाव प. मुं-104 हदस्तऐवज करुन देणार तथाकथीत .करारनामा चा दस्त ऐवज करुन लदर-१६ ालील इसम असे निवेदीत करताल की ते दस्तरेयज करन देणा-यानां कीशः ओळखतात, व त्यांची ओळख पटवितात ओळखीचे नाव व पता लुक. नाव:अभितकुमार - तियारी वय:28 पताःबी एम सी कॉलनी ओशिवरा गोरेगाय प पिन कोड:400062 2 नावःकृष्णकांत - द्वीवेदी पता:बी एम सी कॉलनी ओशिवरा गोरेगाव प पिन कोड:400062

1033 / 2012

#### 

Saturday, February 4, 2012 4:12:35PM

#### दस्त गोषवारा भाग-1

वदर16

दस्त क्रमांक : 1033/2012

दस्त क्रमांक: वदर16/1033/ 2012

गजार मुल्य: रु.७,०९०,०००/-

मोबदला: रु.७,625,000/-

भरलेले मुद्रांक शुल्कः रु.३६४,०००/-

दु.नि.बोरीयली ७ (बोरीयली) यांचे कार्यालयात

अ.क्र.1033 वर दि.04/02/2012

रोजी 3:57:13:000PM वा. हजर केला.

पावती

सादर करणाराचे नावःराजीय - ठाकूर

नोंदणी की :

दुस्त हाताळणी फी :

हिन्ची संख्या : 32

₹.30,000.00

₹.680.00

एकुण

₹.30,680.00

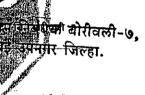
दस्त हजर करणा-याची सही :-

सह दू वि<u>चोरीयंत्री</u> र प्यम निबंधक बोरीवली-७,

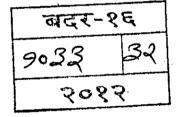
वुंबई उपनगर जिल्हा.

शिक्का क्र.1 Feb 4 2012 4:11PM ची वेळ: (साट

शिक्का क्र.2 Feb 4 2012 4:12PM ची वेळ:(फी)









2089 32

पुस्तक क्रान्तंक १, क्रमांक......

नोंदला.

नांक: - 4 FFB 2012

सह दुय्यम निमंबक, बोरीवली क्र. ७, मुंबई उपनगर जिल्हा

#### 

Saturday, February 4, 2012 4:15:04 pm

सूची क्र.2

दुय्यम निबंधक : बोरीयली ७ (बोरीयली)

दस्त क्रमांक : 1033/2012

नोदंणी 63 Regn. 63m

गावाचे नाव: पी.एस.पहाडीगोरेगांव

(1) विलेखाचा प्रकार

.करारनामा

(२) मोबदला

₹.7,625,000/-

🕠 बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतों की पटटेदार ते नमुद करावे)

₹.7,090,000/-

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(अंसल्यास)

. सि.टी.एस. नंबर-1703 पालिकेचे नावः मुंबई सबब इतर वर्णन : सदनिका क्र 604 , 6 वा मजला सेजल टॉवर बि नं 4 सेजल पार्क गोरेगाव प. मुं-104

(5) क्षेत्रफळ

87.69 घौ.मीटर

(6) आकारणी किया जुड़ी देण्यात असेल तेय्हा.

(7) दस्तऐयज करुन देणा-या पक्षकाराचे नाय किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पता.

1) नाय:- में पी ए सी एल (इंडीया)िल उर्फ पी ए सी एल लि चे ऍथी सिग्नेटरी अंकुर - त्यागी वय: 40:पता सेंजूत टोंवर वि नं 4 सेजल पार्क गोरेगाव प. मुं-104 पिन कोड:- 400104

(8) दस्तऐवज करून घेणा-या पक्षकाराचे य किंची दिवाणी न्यायालयाचा हुकुमनामा किंवा आदें असल्यास,प्रतिवादिचे नाव व पता

निकों क्र 204 बि नं 43 पार्थ सोसा ओशिवरा अंधेरी पःपिन -

204 बि नं 43 पार्थ सोसा ओशिवरा अंधेरी प;पिन

(9) दस्तऐयज करुन दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(11) अनुक्रमांक,खंड व पृष्ठ

(12) बाजार्भावाप्रमाणे मुद्रांक शुल्क

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

(14) शेरा

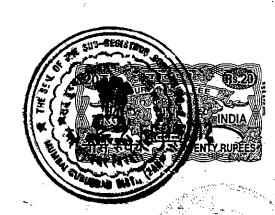
₹.364,000/-

₹.30,000/-



ब्दर-१६ 2009





**बंदर्ह** उपनगर ।अस्हा.

pday, March 14, 2012

**इ**मांक :- यदर16 / 2091 / 2012

ह प्रकार :- चुक दुरुस्ती पत्र

र क.3 ची येळ:(कबुली) Mar 14 2012 12:25PM र क.4 ची येळ:(ओळख) Mar 14 2012 12:26PM र क.5 ची येळ:(नॉदणी) Mar 14 2012 12:26PM

षकाराचे नाव व पता

नाय:राजीय ठाफुर पता:604-4. सेजल टॉयर्स, सेजलप पार्क, लिंक रोड. गोरेगांय प, मुं पैन नंगर:

सही

दस्त गोषवारा भाग-2



वय :- 35

Purchaser/Buyer/Executor2

यदरा6 दस्त क्रमांक : 2091 / 2012 व्यदर-१६ २०९२

**छायाचित्र** 

अंगठ्याचा ठसा





नावःआरती ठाकुर यांच्यातर्फ मुखत्यार राजीय ठाकुर Purcl पताः604-4, सेजल टॉयर्स, सेजलप पार्क, लिंक रोड, व्याप्ति गोरेगांव प, मु

नाय:पीएसीएल इं ति उर्फ पीएसिएल लिलिक ऐथा S

नायःपीएसीएल ई लि उर्फ पीएसिएल हैं सिग्नेटरी अंकुर त्यागी पताः604, 6 या मजला, बि न 4, सेट्रै पार्क, लिंक रोडं, गोरेगांव प, मुं Saler/Executors





ल दस्तरेवज करन देणार तथाकथीत चुक दुरुस्ती पत्र चा दस्त ऐवज करने दिल्याचे कथुल करतात.

ळख

गलील इसम असे निवेदीत करतात की ते दस्तऐयज करून देणा-यानां यकीशः ओळखतात, व त्याची ओळख पटचितात्

**मनु क्र.** ओळखीचे नाय य पता

ा नायःसुरेंद्र सिंग यय:54 पताःए-52, हिरापन्ना मॉल , ओशिवरा , अंधेरी प , मुं

पिन कोड:400052

Brym



2 नाय:कृष्णाकांत द्विवेदी

यय:42

पताःए-52, हिरापन्ना मॉल , ओशियरा , अंधेरी ए . मुं पिन कोड:400052

Duind





2091 / 2012

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Wednesday, March 14, 2012 12:24:07PM दस्त गोषवारा भाग-1

वदर16 दस्त क्रमांक : 2091/2012 /

दस्त क्रमांक: यदर16 /2091/ 2012

बजार मुल्य: रु.०/-

मोबदलाः रु.७/-

भरलेले मुद्रांक शुल्कः रु.200/-

दु.नि.बोरीवली ७ (वोरीवली) यांचे कार्यालयात अ.क.2091 वर दि:14/03/2012

ंरोजी 12:17:17:000PM वा. हजर केला.

<u>पावती</u>

सादर करणाराचे नावःराजीव ठाकुर

नोंदणी फी :

<sup>े</sup>दसूत हाताळणी फी :

₹.100.00 ₹.1,200.00

पृष्ठाची संख्या : 58

एकुण

₹.1,300.00

दस्त हजर करणा-याची सही :-

.सुम्बुमननिज्ञांसक त्वोरीवली-७, मुंबई उपनगर जिल्हा.

शिक्का क्र.। Mar 14 2012 12:23PM ची येळ:(सादरीकरण)

शिक्का क्र.2 Mar 14 2012 12:23PM ची वेळ:(फी)

सह*म्बुद्धम*्चितंत्रक त्वोरीवली-७, मुंबई उपनगर जिल्हा.

> बदर-१६ 20e) <u>५५</u> २०१२



प्रमाणित करणेत येते की, चा दस्तामध्ये एकूण.....पाने आहेत

बदर...१६/२० ९१ /२०१२

पुस्तक क्रमांक १, क्रमांक..... नोंदला. १ / १४०

दिनांक:

1 4 MAR 2012

सह हुय्यम निर्वयक, बोरीवली क्र . ७, र्नुबई ठपनगर निल्हा

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Wednesday, March 14, 2012 5:09:11 pm सूची क्र.2

दुय्यम निबंधक : बोरीवली 7 (बोरीवली)

दस्त क्रमांक : 2091/2012

नोदंणी 63 Regn. 63m

गावाचे नाव: पी.एस.पहाडीगोरेगांव

ा) विलेखाचा प्रकार

(१) गोवदल(

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की, पटटेदार ते नमुद करावे)

(4) श्रू-आपन,पोटहिस्सा य घरक्रमांक(असल्यास)

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चुक दुरुस्ती पत्र

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₹.0/-

₹.0/-

पालिकेचे नावः मुंबई सबब इतर यर्णन : दस्तात नमुद केल्याप्रमाणे.

(५) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असेल तेय्हा.

(7) दस्तऐयज करुन देणा-या पक्षकाराचे नाय किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाय य पता. 1) नाय:- पीएसीएल इं लि उर्फ पीएसिएल लि तर्फ ऐथो सिग्नेटरी अंकुर त्यागी ;यय: 23;पता :-604, 6 वा मजला, वि नाक्ष्मिजला-टोयसीयसेजलिन्सार्क, लिंक रोड , गोरेगांव प, मुं पिन कोड:- 400104 पैन नंबर:

- A

(8) दस्तऐवज करन घेणा-या पक्षकाराचे व कियी दिवाणी न्यायालयाचा हुकुमनामा किया आदेश असल्यास,प्रतियादिचे नाव व पता

असल्यास,प्रतियादिच नाय य पता

(9) दस्तऐयज करून दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(11) अनुक्रमांक,खंड व पृष्ठ

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

(13) बाजारभावापमाणे नोंदणी शुल्क

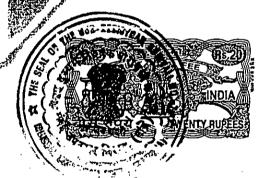
(14) शेरा

4/03/2012 # 4 4/

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₹.200/-

रु.100∕-



हैजल टॉयर्स, सेजलप पार्क, लिंक रोड, गोरेगांव प,

ठाकुर ; यय:35; पता:-604-4, सेजल टॉयर्स, सेजलप



सरी पत

**शह. दु**च्यम लिर्बेधक, योरीवजी क. **थ.** े द्वेषहे उपनगर जिल्हा.

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Original नोंदणी 39 म. Regn. 39 M

पावती

पावती क्र.: 9828

र्प'.एस.पहाडीगारंगांव गावाचे नाव

ं दिनांक 26/12/2008 <sup>\*</sup>

दस्तऐवजाचा अनुक्रमांक

वदर10 - 09727 -

दस्ता ऐवजाचा प्रकार

सादर करणानाचे नवः पी ए सी एल इंडिय लि ये मॅनेजर तुम्मीराम गर्म के

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आपणास हा दस्त अंदाजे 1:14PM ा वेळेस मिळेल

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बाजार मुल्यः 5156172 रू

मोबदानाः 5310000रः

भरलेले मुद्रांक शुल्कः २४८२०० ५.

सद्द ्रव्यम निर्वधक घोर वली-क 🧤

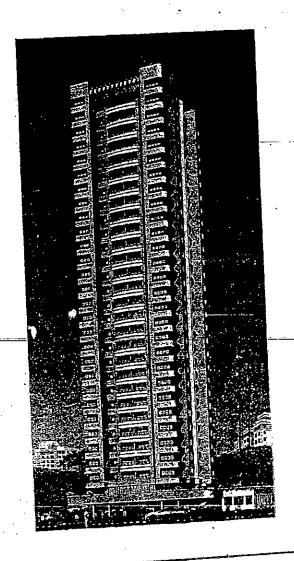
देयकाचा प्रकार :डीडी/घनाकर्षाद्वारे: वंकेरी नाव व पत्ताः भारतीय स्टेट मैक শ্ৰেমিখনফৰ্ষ क्रमांक: ५38269, रक्कम ওচেত কে: বিনাক: 21 10: '008

मुंबई एपनगर जिल्हा.

DELIVERED

Filmo 200 Agrno 9727/08 MAH

# AGREEMENT FOR SALE



Flat / Premises No. 604 on 6<sup>th</sup> Floor

# M/s. SHREE SEJAL CONSTRUCTION PRIVATE LIMITED

Office No. 8-9, 6th Floor, Phoenix Bldg., 457, S.V.P.Road, Mumbai-400 004

9729

KAPOL CO-OP. BANK LTD R

ARTICLES OF AGREEMENT made at Mumbai this December 2008 BETWEEN SHREE SEJAL CONSTRUCTION PRIVATE LIMITED, a Company registered under the Companies Act 1 of 1956 and having its registered office at Office No. 8-9, 6th Floor, Phoenix Bldg., 457, S.V.P.Road, Mumbai-400 004, herein referred to as "THE DEVELOPERS" of the ONE PART: D

India Limited PACE (INDIA) LIMITED lind Floor, Bonanza Arcade. Amboli Naka, 57, S. V. Road, Andbert (W), Mumbui-400 058:

herein referred to as "THE PURCHASER" (which expression shall in case of Individual include his/her/their heirs, executors and administrators and permitted assigns, in case of Partnership Firm, the present partners of firm and in case of limited company, its successors and of the OTHER PART:

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Rc02482001-P85499

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#### WHEREAS:

- (1) Shri. Dhirajlal Gopalji Shah (2) Shri Bhupatrai Chhaganlal Shah as the Karta and Manager of Bhupatrai C. Shah H.U.F. (3) Shri Girdharlal Ugarchand Parikh (4) Shri Mahasukhlal Ugarchand Parikh (5) Shri Kantilal Ugarchand Parikh (6) Shri SudhirKantilal Jasani (7) Smt. Rekha Suresh Jasani (8) Shri Siddharth Anandlal Jasani (9) Smt. 'Aeena Nikhil Shah (10) Shri Anilkumar Gopalji Shah (11) Smt. Sudha Buddhidhan Mody (12) Shri Avanish Chimanlal Maniar as the Karta and Manager of Chimanlal Maniar H.U.F. (13) Smt. Snehalata Hasmukhrai Shah (14) Shri Navnidhrai Popatlal Oza as the Karta and Manager of Navnidhrai Popatlal Oza H.U.F. and (15) Shri Tushar Kishorechandra Oza (herein referred to as "the Owners") have at all times material been the Co-Owners of an immoveable Property being a large piece of land admeasuring 23,780.60 square metres situate at Village Pahadi Goregaon at 120 Link Road, Goregaon (West), in Greater Mumbai in the Registration District and Sub-District of Mumbai City and Suburban bearing Survey No. 161 (part) and now bearing C.T.S.No. 1073 and 1074 (herein referred to as "the said Property") and more particular described in the Schedule hereunder written.
- The Owners had by way of private division divided the said property into different plots and each owner was allotted one such Plot.
- Agreement all dated 1st August, 1985 agreed to give development rights in respect of their respective Plots as aforesaid ( thich together form "the said Property") to the Developers.
- Accordingly the Developers are entitled to develop the said Property.

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- 6. The Developers have prepared a lay out in respect of the said Property laying out the same in different lay out Plots and providing for construction of 5 (Five) buildings thereon as shown on the said present lay out Plan (herein referred to as "the said lay out Plan and/or the said lay out area")
- 7. The said lay out Plan is hereto annexed as Plan No. 1.
- 8. The said lay out is approved by the Municipal Corporater of Greater Mumbai under No. CE/798/LOP dated 22-14/1990 and amended from time to time.
- 9. The said five Buildings are to be constructed under the supervisions of Licensed Surveyor MR. VIJAY GORADIA and Structural Engineers so appointed by the Developers from time to time.
- Buildings (herein referred to as "the said Buildings") on the said Property and the said Buildings are given identifying numbers serially viz., 1, 2, 3, and 5, presently known as () Value () Neeta Apartment, (2) Prabha Apartment, (3) Veena Apartment (5) Neeta Apartment respectively.

The Developers have handed over possession to the respective buyers of flats & premises in each of the said four buildings in the

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lay out and the construction of the fifth building which is referred to as Building No.4 now will be known as "Sejal Tower" is underway and the plans in respect of the said proposed building are approved by the Municipal Corporation of Greater Mumbai (BMC) vide IOD No. CHE/5854/BP (WS)/AP dated 01/03/1990 and the Commencement Certificate in respect of the said building now under construction is duly obtained vide Commencement Certificate No. CHE/5854/BP (WS)/AP dated 12/09/1990 and the Developers have commenced construction of the said "Sejal Tower" building. A presently amended plan of said building was approved on 15/12/2006. The Developers have proposed to construct stilt plus 28 (twenty eight) floors, which will be undertaken by the Developers in due course on obtaining necessary permissions from the concerned authorities.

- Plan of the said proposed building is hereto annexed and the location of the said "Sejal Tower" is shown on the said plan The said proposed building is constructed by utilising Balance TSI as available and by utilizing T.D.R. to the maximum extent as permissible under Development Control Regulations (191) and as amended from time to time.
- 12. The Developers have indicated to the Purchaser and the Purchaser is aware that the Developers have developed the said Property in a phased manner and as per the said lay out plan (with such modification thereto as the Developers may from time to time determine and as may be approved by the Concerned Authorities) and the present building is last of such phased development. However, in future the Developers may develop additional building if permitted by the Development Authority or use to change in reservation policy.

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- 13. The Developers are entitled to sell on owner-ship basis Flats/Parking Spaces and other premises in the said Building now under construction on the said Property.
- 14. The Developers intend to sell on ownership basis Flats, Car Parking Spaces, Garages and other premises in the said Building now under construction on the said Property.
- 15. The Purchaser has seen the lay-out plan of the said Property showing the locations of the said building as also the Building Plans in respect of the said building.
- 16. At the request of the Purchaser, the Developers have agreed to allot to the Purchaser on ownership basis, Flat/Parking Space/Garage/other premises No. 604 on the 6<sup>th</sup> Floor of the Building No. 4 now known as "Sejal Tower".
  - Developers have given inspection to the Purchaser of all the documents of title relating to the said Property, the Plans designs and specifications prepared by the Developers' License Surveyors and such other documents as are specified under the Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made there under. The Purchaser has satisfied himself about the title of the said property and now the Purchaser shall not be entitled to make any requisition or raise any objection as the title of the said property.
  - 18. Copies of Certificate of Title issued by M/s. Kirit N. Damania & Co., Advocates and Solicitors for the Developers, copies of Property Card in respect of the said Property and Specifications in respect of

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the said Building No. 4 are hereto annexed and marked ANNEXURES A, B and C respectively.

NOW THIS AGREEMENT FOR SALE WITHNESSTH AND IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

- Building Nos. 1, 2, 3 & 5 (herein referred to as "the said Buildings") on the Property bearing C.T.S, Nos. 1073 and 1074 (Survey No. 161 (part) situate at Village Pahadi Goregaon at 120' Link Road, Goregaon (West) in Greater Mumbai in the Registration District and Sub-District of Mumbai City and Suburban (herein referred to as "the said Property") and particularly described in the First Schedule hereunder written; and have handed over Possession to the respective flat Purchasers of their flats.
- The Developers have informed the Purchaser and the Purchaser is 2. aware that the Developers propose to develop the said Property by carrying out construction thereon of the fourth Buildings as per the lay out approved in respect thereof as amended now by the Municipal Corporation of Greater Mumbai. Pursuant to that, the Developers have commenced construction of the said But Giff HORD known as "Sejal Tower". The Developers may as profited by the Concerned Authorities and/or in their (i.e. Developers) ab discretion from time to time vary, amend and/or alter lay out or Building Plan in respect of the fourth Building how known as "Sejal Tower". Developers will construct the fourth Buildinguites. known as "Sejal Tower" comprise of Ground/Stilt and 28 upper floors as at present envisaged and containing residential flats, parking spaces, and other premises. The Purchaser hereby irrevocably agrees and gives his consent to the De

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out amendments, alterations, modifications, and/or variations to the lay out plan in respect of the said Property for constructing independent additional structures or of one or more Buildings to be constructed (even if not envisaged at present) and/or in respect of the Building new under construction on the said Property as aforesaid. It is however, agreed by the Developers that the Developers shall obtain prior consent in writing of the Purchaser in respect of any variation or modification in the Building Plan which may adversely affect the premises agreed to be purchased by the Purchaser as hereinafter stated. The Purchaser hereby also gives his irrevocable consent to the Developers developing the said Property in such phased manner as the Developers may determine even after the Developers shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchaser. The Developers shall accordingly be entitled to develop the said Property in a phased manner to be determined from time to time by Developers, including by making changes from time to time in the lay out plan and building plan in respect of the said Property and/or in the Building Plan of "Sejal Tower" Building now under construction as foresaid, including the buildings which at present are not envisaged by the Developers. The Purchaser hereby agrees to give all the facilities and assistance, the Developers may require from time to time after the Developers deliver the possession of the said premises in to be sold to the Purchaser but at the costs and expenses of the Developers so as to enable the Developers to complete development of the remaining portion of the said Property in t

3. The said Building shall be constructed by the Developers in accordance with the Building Plans prepared by the Licensed Surveyor MR. VIJAY GORADIA and sanctioned by the Concerned Authorities as aforesaid with such modifications thereto as the

manner that may be determined by the Developers.

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Developers may incorporate therein as aforesaid. The premises in the said Buildings shall contain amenities as per the particulars given in the Second Schedule hereunder written.

- 4. The sanctioned Building Plans from the Concerned Authorities in respect of the said Building will remain open for inspection on all working days during office hours at the building situated and also at register office of the Developers.
- 5. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Owners to the said Property described in the First Schedule here-under written and the Purchaser shall not be entitled to further investigate the title of the Owners and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by M/s. Kirit N. Damania & Co., Advocates and Solicitors is hereto annexed and marked ANNEXURE "A".

The Developers shall sell to the Purchaser and the Purchaser shall purchase from the Developers, Flat/Parking Space/other prediction on the No. Cou on the Floor of Building No. 4 Round on the Known as 'SEJAL TOWER' is being now under construction on the said Property (herein referred to as "the said premises". (The planting respect of the said premises is hereto annexed and marked ANNEXURE. "D". The Building No. 4 in which the said Building".

7. The carpet area of the said premises is 186.27 sq. meters inclusive of the balcony, Common areas and facilities for the said Buildings i.e. relative common areas and facilities for the said Buildings and relative common areas and facilities for the said premises, parcentage of undivided interest of the said Premises in the

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common areas and facilities of ,the said Building as also the percentage of undivided interest of the said Premises in the restricted common areas and other facilities provided on the floor on which the same are located are as per the particulars whereof are given in the Annexure hereto annexed and marked ANNEXURE "E". The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the lay-out and/or Building Plans.

8. The Developers are entering into similar separate agreements with the several other persons and parties for the sale of flats/shops/car parking spaces, etc. in the said building.

Rs. 5310 000/- as the lump sum purchase price in respect of the said premises. The purchase price of Rs. 5310 000/= is inclusive of Rs. Nil \_/- being the proportionate price of common areas and facilities of the said Building. The said purchase price shall be paid by the Purchaser to the Developers as per the installments as under: -

	(a) Rs. <u>25,00,000</u> /=	paid as the eathest money.
	(b) Rs. <u>25 00 000</u> /=	On execution of Agreement
No. A.	(c) Rs/=	On completion of 1st slab.
10000	(d) Rs/=	On completion of 3rd states REGISTRAR donne
	(e) Rs/=	On completion of 5 trains.
	(f) Rs/=	On completion of 1th slab.
	(g) Rs/=	On completion of 9th slab
<u>`</u>	(h) Rs/=	On completion of 11th slab
	(i) Rs/=	On completion of 13th slab.

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On completion of 15th slab.

On completion of 17th slab.

	(l) Rs/=	On completion of 19th slab.
Today	(m) Rs/=	On completion of 21st slab.
68)	(n) Rs/=	On completion of 23rd slab.
	(o) Rs/=	On completion of 25th slab.
	(p) Rs/=	On completion of 27th slab.
	(q) Rs/=	On completion of 29th slab.
	(r) Rs/=	On completion of External / Internal
	(s) Rs/=	On completion of Flooring Work of said premises
<b>%</b> /	(t) Rs. 100,000/=	On fixing of Doors & Winds Wedle the said premises
FORTH	(u) Rs <u>1,00,000</u> /=	On completion of Plumping work of said premises
0,	(v) Rs. 1,00,000 =	On completion of Painting Work of said
	(w) Rs <u>10,100</u> /=	On Intimation of Handing over of the

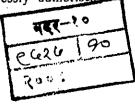
Rs. <u>53 10,000</u>/= Total

It is specifically agreed that the apportionment of Rs. NIL /-as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease, the intent of the parties being that the said premises are sold to and purchased by the purchaser with all the appurtenant rights for the lumpsum of Rs. 53 10,000/=.

10. It is expressly agreed and the Purchaser is aware that as a result of changes in the building plans of the said Building the share of the said premises in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorises the

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Developers to so increase or decrease the said share of the Premises in the said common areas and facilities of the said Building and/or the said Property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

- It is hereby expressly agreed that the time for payment of each of the 11. aforesaid installments of the purchase price of as set out in Clause 9 above shall be of the essence of the contract. In the event of the purchaser making any default in payment of any installment of the purchase rrice on its due date, the Developers will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Developers (but without any interest, compensation, damage or costs) Sixty days after the termination of this Agreement. Further, the DEVELOPERS shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, registration charges. etc. Upon the termination of this agreement, under this clause and the Developers will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any other party and the Purchaser herein will have no right to object to such sale/disposal of the said premises by the Developers.
  - under this Agreement and/or in law, the Developers may at their own option accept from the Purchaser the payment of the defaulted installment/s on the Purchaser paying to the Developers, interest on the defaulted installment/s at 'the rate of 21% per from the period for which the payment has been delayed.

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building materials and subject to strikes, civil commotion or any Act of God such as earth quake, flood or any other natural calamity and act or other, causes beyond the control of the Developers. If the Developers shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchaser to terminate this Agreement in which event the Developers shall forthwith on demand refund to the Purchaser all the monies paid by the Purchaser to the Developers herein together with simple interest at the rate of 12% per annum from the date of the receipt of the respective amounts by the Developers and until such amounts are refunded such amounts and interest shall be a charge on the said Property together with construction (if any) thereon to the extent of the amounts due to the Purchaser. The amount so paid by the Developers shall be accepted by the Purchaser in full satisfaction of all his/her/its claim against the Developers/against the said premises under this Agreement and the Developers will not be liable to pay to the Purchaser any other amount as damages, interest compensation or otherwise howsoever.

14. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Property or the said buildings or any part thereof including the premises. It is agreed by and between the part that such conferment shall take place on the execution of the conveyance in favour of a Federation of all the Co-operative Societies of their respective buildings as hereinafter mentioned.

15. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terrace and other premises will remain the property of the Developers until the said Building is transferred to the proposed Federation of all the Co-operative Societies of heir respective

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buildings as hereinafter mentioned, subject however, to the rights of the Developers as herein stated including assignment of rights of hoarding, Cable TV Antenna, Mobile Service Provider and such other communication service providers on the terrace of the said building.

16. It is hereby expressly agreed that the Developers shall be entitled to sell the premises in the said building for the purpose of using the same as residence, guest house, dispensaries, nursing homes, maternity homes, or commercial user, shops, consulting rooms, banks, community hall, stalls, or any non-residential user as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the Purchaser shall not object to the use of the other premises in the said Building for any one or more of the aforesaid purposes by the respective Purchasers thereof.

Building shall always belong to the Developers and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit. In the event of the Developers obtaining technistical from the Concerned Authorities for constructing one or more premises on the terrace then the Developers shall the entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such persons and a such material and the entitled in that event to allow use of such entire terrace to the Purchaser of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession (as owner) of the Purchaser of such premises proposed or constructed on the

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terrace. In the event of the Developers constructing more than one premises on the terrace, the Developers shall be entitled to dispose of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The society that may be formed by the Purchasers of premises as stated hereinafter shall admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank on the terrace with the exclusive right to storage tank for the said building and/or anything thereof being constructed or any other common facility being provided on the terrace then the Society shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace and the Society,

Until execution of the Conveyance as herein mentioned the 18. Developers shall have full right, if so permitted by the Concerned Authorities, to make additions to the said Building and such additions (additional construction) shall be the property of the Developer (as shall be determined by them inters) and the Purchaser will have no claim therein. The Developers (as may be determined by them inters) shall be entitled to dispose off such constructed area (including additional floors) in such manner as they may deem fit. It is expressly agreed and confirmed by the Purchaser that the right of the Developers to put up additional hoors on the said Building is an integral part of this contract for the sale of the said premises to the Purchaser and the Purchaser hereby expression that he/she/they will not in any manner object to the Developers carrying out any additional construction on the said Building The Purchaser hereby gives his/her/their irrevocable consent to the

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Developers carrying out construction of additional floors/areas on the said Building as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building plans as may be approved by the Concerned Authorities. It is the intention of the parties that this Agreement pertains only to the said premises and hence the Purchaser will have no right to raise any objection to the Developers (as may be determined by them inters) making any changes in the Building.

IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so 19. long as it does not in any way affect or prejudice the rights hereunder granted in favour of the purchaser in respect of the said premises the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in respect of their Development rights in the said Property. The Developers shall be free to construct additional structures like substation for electricity office Co-operative Societies Office, Cooperative Departmental stores, temple or place of worship, covered and enclosed garages in open compound, underground and overhead tanks, structures watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or lay out plan of the said Property. The Purchaser shall not interfere with the rights of Developers by raising any disputes or Court Injunction Section 7 of the Maharashtra Ownership Flat, Act, 1963 and/or under any other provision of any other applicable aw. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any amportunity of the State or Central Government or Competent Authorities und law concerning construction of buildings for implementation of their scheme for development of the said Property.

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20. As soon as the said Building is notified by the Developers as complete each of the Purchasers of the premises in the said Building (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said Building. If any of the Purchasers fails to pay the arrears in spite of the notice the Developers will be entitled to terminate the Agreement with such Purchaser and thereupon all the monies paid by such Purchaser to the Developers in respect of the premises agreed to be purchased by him shall within sixty days of such termination be refunded by the Developers to the Purchaser. The 10% of the monies as shall not be refunded to the Purchaser as aforesaid shall stand forfeited to the Developers.

The said building shall be constructed and completed in accordance 21. with the plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Dev lopers as herein above set out and if any defect in the said building or materials used or if any unauthorised change in the constructions in the said building is brought to the notice of the Developers within a period of 3 years from the date of handing over possession of the said premises by the Developers, it shall wherever possible be rectified by the Developers without further charge to the persons who have purchased premises in the said Buildings aftigates other cases the Purchasers of flats/ premises shall be enfitted to receive reasonable compensation for such defect or flinge from Developers. In case there shall be any dispute as regards any deter in the said Building or materials used or any unauthorised change in the construction thereof or as to whether it is reasonably postering for the Developers to rectify any such defect or change or as regards the amount of reasonable compensation payable in respect of such defects or changes which cannot be or are not rectified by the

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Developers the matter shall within a period of 3 years from the date of handing over possession be referred to the decision of the Authority specified in sub-section (2) of Section '7' of the Maharashtra Ownership Flats Act, 1963.

The said Building i.e. Sejal Tower and the buildings earlier 22. . constructed namely (1) Vallabh Apartment, (2) Prabha Apartment, (3) Veena Apartment & (5) Neeta Apartment (as shown on the Plan No. 1 hereto annexed in hedge lines) shall be conveyed to a Federation of all Co-operative Society of their respective buildings. The Developers have agreed to sell the said Premises to the Purchaser with a view to enroll the Purchaser as the member of the said Sejal Tower Society (to be formed for the said Building) at the time of the registration of the said Society. The said Society shall be registered only after the said Property shall have been fully developed and all the Flats, Shops and other Premises in the said building as also in the other structures that may be constructed thereon are sold and disposed of. The Purchaser shall become a member of the said Society (which is to be formed solely for the purpose of the said Building) and the Developers shall cause the Owners to execute the Conveyance in respect of the said Building and the surrounding land (as shown on the Plan No.1 hereto annexed in hedge lines) in favour of the said Co-operative Society. Until such Conveyance is executed the right of the Purchaser hereunder shall be confined only to the said Premises and the Purchase and the Society to be formed for the purpose of the said Building shall hay no right on any portion of the said Property. The conferment of right shall take place only in respect of the said Building and the cartier buildings as constructed on the said property in favour Federation of all the Co-operative Society of their respective buildings on the execution of the Conveyance in its favour as aforesaid i.e. the Conveyance shall be in respect of the said Building

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and such other buildings constructed earlier by the Developers. The Purchaser will not ask for the sub-division in respect of the portion of the land to be conveyed to the said Society from out of the said Property. The Conveyance to be executed in respect of the said Building shall contain such covenants conditions and stipulations, as the Developers shall determine for protecting and safeguarding their rights as regards the remaining portions of the said Property.

The Conveyance in respect of such Federation shall be executed 23. only after the entire Property shall have been fully developed as aforesaid. Even after the Co-operative Society for the said Building shall have been formed as aforesaid and/or the Conveyance in respect of the said Building and the buildings constructed earlier shall have been executed in favour of the said Federation as aforesaid, the Developers shall have full right and authority to develop the remaining portion of the said Property and the entire Floor Space Index (F.S.I) of the said Property (other than the F.S.I, utilised in the said Building) along with available additional FSI by way of T.D.R. and change of reservation policy at a later date shall continue to be under the Ownership and control of the Developers who shall be entitled to utilise the same for their benefit in development of the remaining portions of the said Property and the Purchaser and/or the said Society to be formed for the said Building as aforesaid shall have no right of any nature whatsoever in respect thereof. As regards the F.S.I, utilised and/or to be utilised in the sa building is concerned the same shall be also be under the Ownersh and control of the Developers who shall be entitled prutifise the same (subject to the other rights of the Developers under this are ment and under the law) in the construction of the said Building and for the disposal of premises therein on Ownership basis.

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So long as the various premises in the said building shall not be 24. separately assessed by Local Body for the purpose of property taxes, water charges and rates the Purchaser shall pay the proportionate share of such taxes, rates, and other outgoings mentioned in the Third Schedule assessed on the whole building. The Purchaser shall be liable to pay the proportionate share towards such expenses per month, whatever it may occur to the Developers for the above. The Purchaser agrees and accepts that from the date of the said premises being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the accommodation) of all outgoings in respect of the said property and buildings viz. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities and also the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land 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 all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the said Federation of the Societies is formed and the said property and building/s transferred to it, the Purchaser shall pay to Developers such proportionate share of outgoings determined. The Purchaser further agrees that Purchaser's share is so determined the Purchaser shaff(pay to the Developers provisional monthly contributions as 12 months advant as mentioned in Clause No. 42 towards the said outgoing amounts so paid by the Purchaser to the Developers shall not curry Developers with the interest and remain conveyance/assignment of lease is executed in favour of the

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Federation of the societies as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, to be formed by the flat/premises purchasers of the said building, as the case may be. Unless the Purchaser has deposited with the Developers the said amount by way of provisional deposit, for the initial period from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Developers shall not be bound to hand over the possession of the said premises to the Purchaser. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills for the purchaser's premises. The Purchaser shall be liable to pay electricity bill of individual meters separately. It is understood that the Developers shall themselves look after the maintenance of the said property and building/s thereof initially for some period from the date of completion of the building and apply the said deposit towards expenses on this account. If it is found by the Developers that the said deposit is not adequate or it is likely to be finished very soon, the Developers shall have the right to demand the payment of additional deposit from the purchaser, and the purchaser hereby agrees to meet such requisition immediately without protest.

25. The Developers shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold flats. In case the Conveyance/Lease is executed in favour of the Federation of all the Co-operative Societies of their respective buildings before the disposal of by the Developers of all the flats and other premises in the buildings then in such case, the Developers shall join in such co-operative Society and as and when such premises are sold, to the persons of the choice and at the discretion of the Developers, the Co-

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operative Society shall admit as members the Purchasers of such premises without charging any premium transfer fee or any other extra payment.

- 26. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society, shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
- 27. The Purchaser agrees to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable. Further the Developers are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates or events. The Purchaser shall use the premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose and shall use the parking space (if any) allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle and not for any other lawful purpose.

28. The Purchaser hereby covenants with the Developers to pay consideration amount liable to be paid by the Purchaser underships.

Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developers fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be

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observed by the Developers. The Purchaser also agrees and undertakes to give all the facilities to the Owners, the Developers and other Developers to carry out additional construction work on the said buildings now under construction and/or to construct additional Buildings and structures on the said Property.

The Purchaser along with other purchasers of premises in the 29. building shall join in forming and registering an Association of Apartment Owners or a society or a limited company (sole option being with the Developers herein) as may be decided by the Developers to be known by such name as the Developers may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time, the Purchaser agrees and undertakes to sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Developers within seven days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the organization of the Purchasers, under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promoting NECIS Construction, sale, Management and Transfer) Rules, 1984, No Objection shall be raised to the changes in the draft Byelaws as may be required by the Registrar, of Co-operative Societies and or other Concerned Authorities. The Purchaser shall be bound from the top time to sign all the papers and documents and all others deeds as grawous Developers may require him/her/them to do from time to time for safeguarding the interest of the Developers and the Purchasers of other premises in the said Buildings. Failure to comply

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provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Developers shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Owners as aforesaid to carry -out additional construction work on the said Buildings and structures on the said Property and also confirming the right of the Developers to sell on ownership basis other premises in the Buildings to be constructed on the said Property.

- 30. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or of any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property, and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developers in the proportion of the area of the said premises to the total area of all the premises on the said building.
- The Purchaser/s shall on demand, deposit with the Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Developers to the Local Authority or Body concerned and/or to any other Concerned Authority.
- The Purchaser shall at the time of making payment of the installments mentioned as agreed herein will also pay to the Developers a sum as mentioned in Clause 42 which will be held by the Developers as deposit without interest and the Developers shall be entitled to utilise such deposits towards payment of taxes and other outgoings. In the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him her upon the

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Developers will have right to take legal action against the Purchaser for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been transferred and/or conveyed to the Society the Developers shall handover the said deposit or the balance thereof to such Society.

- 33. The Co-operative Society for the said Building shall incorporate the name Sejal Tower in its name and that name will not be changed under any circumstances without obtaining permission of the Developers.
- Agents with or without workmen and other at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the premises of any other premises owners in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by the Purchasers.
- and disposal by the Developers of all the premises in the said.

  Building as also the completion of construction of additional structures and/or sale and disposal of premises in the said Building on the said Property and/or the additional structures, the powers and authority of the society and the purchasers of the premises therein shall be subject to the powers of the Developers in all the said.

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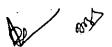
concerning development of the said Property as also construction of additional structures and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards any unsold premises and the sale thereof. As aforesaid the right of the said Society shall be confined only to the said Building and the surrounding land (as determined by the Developers and the Developers shall have a right to complete the said Building and to sell and dispose of for their benefits all unsold premises in the said Building.

done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser shall keep the said premises valls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said building other than his/her/their premises. The Purchaser shall not permit the closing of the chajjas or make any alternations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them and the Purchaser shall not shift window, construct temporary chajjas or put box grill or nitch box, etc in the said premises.

After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his/her/their own costs and the Developers shall nut be in any manner liable or responsible for the same.

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- 38. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is clarified that this does not cast any obligation upon the Developers to insure the building or premises agreed to be sold to the Purchaser.
- After the said Building and premises to be constructed by the 39. Developers on the said Property are complete and ready for occupation and after the society for the said Building as aforesaid is registered and only after all the premises in the said building shall have been sold and disposed off by the Developers and after the Developers shall have received all dues payable to them under the terms of the Agreement with the Purchasers of all the premises in the said Building the Developers shall execute and/or cause to be executed by the Owners in favour of the said Society, Conveyance in respect of the said Building and the land surrounding thereto (as determined by the Developers) as provided in Clause 22. Until the execution of the Conveyance, the possession of the said Property and the said Building and premises thereon shall be deemed to be of the Developers and the Purchaser who shall have been given possession of the premises agreed to be sold to him/her/them shall be morely
- Registrar of Assurance at Mumbai and the Developers will after the Purchaser's inform them of the number under which it is lodged for Registration by the Purchaser.

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licensee thereof.

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250 25 2006 41. All letters, circulars, receipts and/or notices issued by the Developers dispatched under Certificate of Posting to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge to Developers. For this purpose, the Purchaser has given following address:

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Δm	boli	Naka, 57, S. V. R	oad,
An	iberi	(W). Mumbai-400	058.

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42. The Purchaser shall at the time of making payment of the installments mentioned in Clause 9 deposit with the Vendors/Developers the following amounts:

(i) Rs.5,000/--

lump sum amount of legal charges for this agreement.

(ii) Rs.520/=

for share money, application and entrance fee of the Society.

(iii) Rs.3,000/=

for formation and registrate of the Society.

(iv) Rs.10,000/=

towards deposit of Meter & Water Meter.



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(v) Rs. <u>13209</u>/=

towards development charges

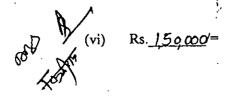
@Rs.14/= per sq.ft of built up

area.

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towards lump sum advance maintenance charges for 12 months.

In case there shall be deficit in this regard, the Purchaser shall forth with on demand pay to the Developers his proportionate share to make up such deficit.

- 43. Over and above the consideration value of the said premises as stated in clause no. 9 above, the Purchaser agrees to pay the Service Tax (if applicable) & any other taxes/charges (if any) as per prevailing rate at the time of taking possession of the said premises.
- of premium or security deposit or fire cess is paid to the corporation or to the State Government of betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Developers the same shall be reimbursed by the Purchaser to the Developers in proportion to the carpet area of the said premises agreed to be acquired by the Purchaser and in determing such amount, the decision of the Developers shall be constituted and the purchaser.
- the time of execution of conveyance in favour of the raid Pederation of all the Co-operative Housing Societies of their experiment buildings, the Purchasers and/or the said Society shall reimburse to the Developers IOD, deposits and other refundable deposits paid but the Developers in respect of the said Building.

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- 46. The Deed of Conveyance and other documents for transferring the title in favour of the said Federation of all the Co-operative Housing Societies of their respective buildings shall be prepared by M/s. Kirit N. Damania & Co., and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said Property.
- 47. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Developers.
- 48. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser shall have no right to object to the same.
- 49. The Purchaser himself with intention to bind all persons into whosoever hands the said premises may come, doth hereby so with the Vendors/Developers as follows:
  - tenantable repair and condition from the date the possession of there said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, and also in the stair-case or any passages which may be against the rules regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building ir which the

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said premises is situated and the said premises itself or any part thereof.

- (b) Not to store the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.
- premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Developers in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the congression local authority and/or other public authority.

or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colors wing and pipes in the said Building and shall keep the portion, se vers, trains and pipes in the said "4 premises and appurtenances thereto in good tenantable

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repair and condition and in particular so as to support shelter and protect the other part of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. F rdis or other structural members in the said premises without the prior written permission of the Developers and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of

(e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the said Building.

such damages).

(f) Pay to the Developers within 7 days of demand by the Developers his share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electric Concerned other service connection to the said Building.

(g) To bear and pay increase in local taxes water charges, insurance and such other levys, if any, which are inspect by the Concerned Local Authority, or Government and/or other Public Authority on account of change of user of the said premises by the Purchaser.

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with Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any

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of the terms and conditions no of this Agreement and until the Purchaser has obtained permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers.

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

all the other buildings and the land surrounding there (as shown on Plan No. 1 hereto annexed in hedge lines) is executed the Burchaser permit the Developers and his Surveyors and Agents without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part thereof to view and examine the state and condition thereof.

(k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement, (including in the recitals thereof). If the Purchaser neglects, omits or fails to pay for any reasons whatsoever to the Developers under the terms and conditions of this Agreement

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(whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developers shall be entitle to re-enter upon and resume possession of the said premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developers reentry on the premises as aforesaid all the right, title, and interest of and Purchaser in the said premises and under this Agreement shall cease and Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Purchaser (except the outgoings apportionable to the said premises till the date of such termination) shall after Sixty days of such termination be refunded by the Developers to the Purchaser.

All costs, charges and expenses in connection with preparation, engrossing, stamping and registering conveyance and any other documents required to be executed by the Owners, the Developers of by the Purchaser stamp and registration charges in respective documents transferring land and Buildings in respective buildings as well as the entire professional costs of the Advocates of the Developers in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society. The Developers shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Developers his proportionate share in regard to the above. The amount payable under this clause is in addition to the apparatus of the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the apparatus of the amount payable under this clause is in addition to the amount payable under this clause is in addition to the amount payable under this clause is in addition to the amount payable under this clause is in addition to the amount payable under this clause is in addition to the amount payable under this clause is in addition to the amount payable under this clause is in addition to the amount payable under the amount payable under the amount payable under t

51. All out of pocket costs, charges and expenses including the stamp

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duty, registration charges of and incidental to this agreement and service tax (if applicable) shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.

- 52. The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.
- premises is found to be less up to 2% for whatsoever the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and shall not complain or demand any compensation for such reduced area.

54. This agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act (Mah. Act No. XV of 1971) and the rules made there under.

# THE FIRST SCHEDULE ABOVE REFERRED TO

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ALL THAT piece or parcel of land or ground situate lying and being at Mouje Pahadi, Near Goregaon Taluka Borivali in the Registration District and Sub-District of Mumbai City and Suburban (now in Greater Mumbai), bearing Survey No. 161 (part) containing by admeasurements 4 Acres and 16 Gunthas or there about 21296 square yards or 17805.58 square metres. The said area of Survey is ascertained to be 28845 square yards (i.e. 24117 square metres) or thereabouts and bounded as follows that is to say> on or

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towards the East by a Road of Maharashtra Housing Board, on or towards the West partly by pumping station and partly by the land covered by green belt, on or towards the North partly by the Maharashtra Housing Board and on or towards the South by the Boundary of Village Goregaon and delineated on the plan hereto annexed and thereon surrounded by a red coloured boundary line. City Survey Number is not allotted to the Property.

IN WITNESS WHEREOF, the Developers and the Pyronasor's hereinto set and subscribed their hand and seal the day year hereinabove written.

withinnamed Purchaser the sum of Rs. )

Rs. 25,00,000/= (Rupees Twenty)

		SUGURBAN DIST (CO
SIGNED AND DELIVERED by the	)	
withinnamed "DEVELOPERS"	)	
SHREE SEJAL CONSTRUCTION	)	For Shree Sejal Construction Pvt. Ltd.
PRIVATE LIMITED	)	1 och 1. Deshah
In the presence of	)	Director
PAN No.: AAACS0688M		
SIGNED AND DELIVERED by the	)	
withinnamed "PURCHASER"	)	
Mr./Mrs./M/s.	) # <b>•</b>	FAGL INDIA LIMITED
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In the presence of	)	
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Live lurs — only) )
being the amount of earnest money or )
deposit to be paid by him/her to us by )
Cash/Cheque No. 929325 dated )
24-09-08 drawn on HDFC Bonk )
Ltd. Dahi Charch. Bank. )

FOR PAGE INDIA LIMITED

Authorised Signatory/Authorised Signatory

WE SAY RECEIVED
For SHREE SEJAL CONSTRUCTION PVT. LTD.

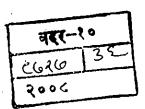
DIRECTOR.

**WITNESS:** 

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### THE SECOND SCHEDULE ABOVE REFERRED TO

#### LIST OF AMENITIES AND SPECIFICATIONS

- 1. R.C.C. frame structure as per I.S.I. Standard.
- Granamite flooring in living, bed-room and passage, lobby and Kitchen.
- 3. Elegant Gr.inite Kitchen platform with S.S. sink and full height dado above kitchen platform.
- 4. Designer Main Door & Brass Fittings.
- 5. Modern Designer Bathrooms / Toilets.
- 6. Instant Geyser & Exhaust Fan in all Bathrooms.
- 7. Large size Anodized / Power coated heavy duty Aluminum sliding windows with Tinted Glass.
- 8. Entrance door with flush shutters with safety chains, peep-eye, door stopper, aldrop and latch.
- 9. P.O.P. finished Luster Paint Walls.
- 10. Glass Louvered wooden window in Bath & W.C.
- 11. Common Intercom connected to security cabin.
- 12. Pest control & white ant treatment at foundation.

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#### THE THIRD SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing, re-decorating etc, of the main structure and in particular the roof, gutters and rain water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the other premises and the main entrance, passage, landings, stait as a finite other buildings as enjoyed by the Purchaser used by high them in common as aforesaid and the boundary walls of the buildings.

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compound terraces etc.



- 2. The costs of clearing and lighting the passage, landings, staircases and other parts of the buildings enjoyed or used by the Purchaser in common as aforesaid.
- 3. The cost of decorating the exterior of the building.
- 4. The cost of salaries of clerks, bill collectors, sweepers etc.
- 5. The costs of working and maintenance of water, pumps, lights and other service charges.
  - 6. Local Authority and other taxes and other assessments.
- 7. Insurance of the building
- 8. Cost of water or electric meters and/or any deposit for water or electricity.
- 9. Costs of making and maintaining water main, sewerage line, street lights, internal road, D.P. Roads, storm water drain etc.
- 10 Costs of installing laying and maintaining all the services infra structure and final services in the lay out area.
- 11. Such other expenses as are necessary or incommaintenance and up-keep of the building.

## ANNEXURE"E"

(A) Common areas and facilities of the said premises in relation to the said Building:-

(a) The portion of the said property on which the plinth of the said

Building shall be constructed, and the common service lines successful successful services, water, drainage, common recreation areas.

(B) The following facilities which will be located throughout the building;

- (1) Water tank located on Ground Floor of the Building;
- (2) Plumbing network throughout the Building;
- (3) Electric wiring network throughout the Building;
- (4) Necessary light, telephone and public water connections;

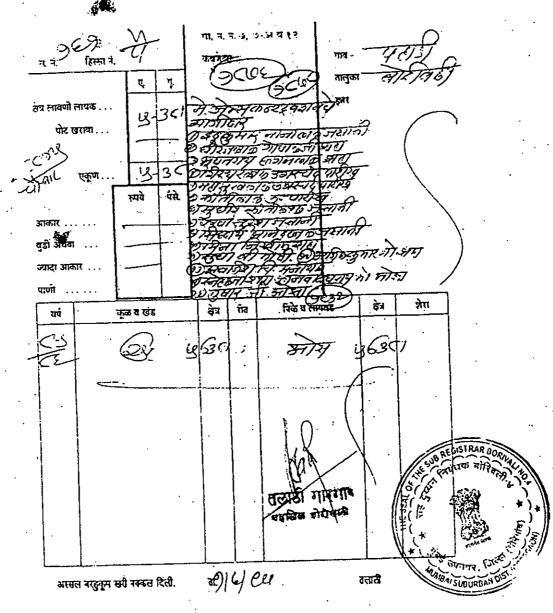
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- (5) The foundations and main walls, columns, girders, beams and roofs of the building; and
- (6) All apparatus and installation existing for common use.
- (C) The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor:-
  - (1) A lobby, which gives access to the stairway from the said premises.
  - (2) Refuge Area.
  - (3) Fire Passage.
- (D) Percentage of undivided share of the said premises
  - (i) Common areas and facilities relating to the said larger property %.
  - (ii) Common areas and facilities relating to the said building %.
  - (iii) Restricted common areas and facilities on particular floor of the said Building on which the said premises is located %
- N.B: The aforesaid statement is tentative and is liable, to change in the event of there being change in the layout of the larger property and/or in the building plans of the said Building.

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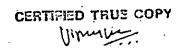


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## हक्काचे ५ त्रक

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LICENSED SURVEYOR
VIJAY NAGINDAS GORADIA
6-7, Sahayez Didg; S. V. Road,
Kandivali (West), Mumbai-400 067.



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# KIRIT N. DAMANIA & CO.

**ADVOCATES & SOLICITORS** 

. Kirlt N. Damania, L L.B. Solidtor

Resl.: Flat No. 113, 11th Floor, Rewa Apartments T G Pavillion Compound Bhulabhal Desal Road Mumbal - 400 026. Telephone : 2282 3317 Office : 2282 5965 2287 2908 (Fax)

Resi. ; 2351 0503 E-mail : kiritndamenla@vsnl.net

Office : Unit No 1113 11th Floor Raheja Centre Free Press Journal Road Nariman Point, Mumbal - 400 021.

#### TO WHOMSOEVER IT MAY CONCERN

Re:-

Property being land admeasuring 23,780.60 sq.mtrs. and bearing C.T.S. Nos. 1073 and 1074, Survey No. 161 (Part) of Village Pahadi, Goregaon (West) on 120 feet Link Road, in Greater Mumbai in the Registration District and Sub-District of Mumbai City and Suburban.

THIS IS TO CERTIFY THAT we have investigated the title to the above Property of the Owners thereof hereinafter mentioned.

The said Property has at all times material been of the Ownership of (1) SHRJ. 2. DHIRAJLAL GOPALJI SHAH (2) SHRI. BHUPATRAI CHHAGANLAL SHAH as the Karta and Manager of Bhupatrai C. Shah H.U.F. (3) SHRI. GIRDHARLAL UGARCHAND PARIKH (4) SHRI. MAHASUKHLAL UGARCHAND PARIKH (5) SHRI. KANTILAL UGARCHAND PARIKH (6) SHRI. SUDHIR KANTILAL JASANI (7) SMT. REKHA SURESH JASANI (8) SHRI. SIDDHARTH ANANDLAL JASANI (9) SMT. MEENA NIKHIL SHAH (10) SHRI. ANILKUMAR GOPALJI MODY (12) SHRI. AVANISH BUDDHIDHAN SHAH (11) SMT. SUDHA CHIMANLAL MANIAR as the Karta and Manager of CHIMANLAL MANIAR HASMUKHRAI SHAH (14) H. U. F. (13) SMT. SNEHALATA NAVANIDHARAI POPARTLAL OZA as the Karta and Manager of Navanidharai Popatlal Oza H. U. F. and (15) SHRI. TUSHAR KISHORECHANDRA OZA (herein referred to as 'the Original Owners').

· (4.2)

TAM



Kiril N. Damania & Co.

- 3. The Orig nal Owners have by different 15 development Agreements all executed in April 1985, entrusted development rights in respect of the respective portions held by them in the above Property to SHREE SEJAL CONSTRUCTION PVT. LTD.
- 4. Lay out in respect of the said Property prepared by SHREE SEJAL CONSTRUCTION PVT. LTD. is approved by the Municipal Corporation of Greater Bombay under No. CE/798/LOP dated 22-1-1990. SHREE SEJAL CONSTRUCTION PVT. LTD have accordingly been developing the said Property in phase manner as per the said lay out.
- 5. We certify that the title of the Original Owners to the above Property is clear and marketable and free from encumbrances.
- 6. We further certify that SHREE SEJAL CONSTRUCTION PVT. LTD. are entitled to develop the aforesaid Property and sell on ownership basis in their own rights, flats and premises in the Buildings to be constructed by thereon on the said Property.

Mumbai, Dated this 17th Day of July, 2006

For KIRIT N. DAMANIA & CO.

**PROPRIETOR** 

That Arm





## BRIHANMUMBAI MAHANAGARPALIKA

CHE/5854/BP (WS)/AP 1 5 DEC 2006

To, Shri. Vijay N. Goradia Licensed Surveyor.

Uppice of the ex. engr. blog. eropt. (W.S.) R & F. Ward Dr. Basasahes ambedkar market blog. Kandivaliweet, mumbai-400 067.

Sub: Proposed residential building No.4 on sub-divided plot-A bearing C.T.S. No.1073/A of village Pahadi Goregaon at 120' wide Linking Road, Goregaon (West).

Ref: Your letter No. VNG/667-4 dated 03-11-2006.

Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference and subject to the following conditions:-

- 1) That all the objections of this office I.O.D. under even No. dated 01/03/1990 shall be applicable and should be complied with.
- 2) That the changes proposed shall be shown on the canvas plan to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design & calculations shall be submitted before C.C.
- 4) That the revised drainage approval shall be got approved before C.C.
- 5) That all balance payment, shall be paid before C.C.
- 6) That the development charges shall be paid as per rules and regulation.
- 7) That the C.C. shall be re-endorsed before carrying out the work as per amended plans..
- 8) That the N.O.C. from E.E. (T. & C) for parking layout shall be submitted.

UB REGISTRAR 60

One set of plans is returned herewith in token of approval.

CERTIFIED TRUE CORY

LICENSUS GURVEN

VIJAY MASIADAS GORADIA 6-7, Sabigog Bidg; S. V. Road, Kandivali (West). Mumbai-400 067. Yours faithfully, ? o o c

Sumb 15/12/06

बद्र-१०

459

Executive Engineer (B.P.) (Western Suburbs) 'P & K/W' ward

Encl.: 1 set of approved plans.

- TEARIN

De Tet the separate locations of an and Micor plan showing pripased receptables for the bldg. Will hap by substitute before scientifing the remainments of all statements of be obtained before scientifing B.C.C.

OS- Test the bore well will not to provided in the plot with prior permission of " B. t. Denty

Tet tagd. undertaking in duplicate will not be submitted before undertaking B.C.U. the effect that the crui age work will be rectified if found defective or will be caused out a tiraly new to the satisfaction of concerned ward of most at the tire of giving street connection.

B2- Tat the Corm and in U.L.G. N.G. G. (re auding fant/mos) will not be obtained before occupation.

P2- That parking position shall not be marked with paint before O.C.O./B.C.C.

G2- That idequate care in elemning, designing and carrying out construction will not be important the proposed bldg. to provide for the consequence of settlement of the Thore plinth filling etc. H2- That the reservation of kinicipal Jacondary School will not be handed over to M.C.C.B. fire of cost and encomprences before C.C.

That C. C. for the prap, work should not be tagued unless NOTE: objections & to Y. HS and complied with.

> This L. C. D. f. Lay Cut is Based On P. R. C. Da

LODIC is issued Subject provisions of Urban L

En Eng. Bldg. Prop. Wattarn Subs (P& B)

CERTIFIED TRUE COPY

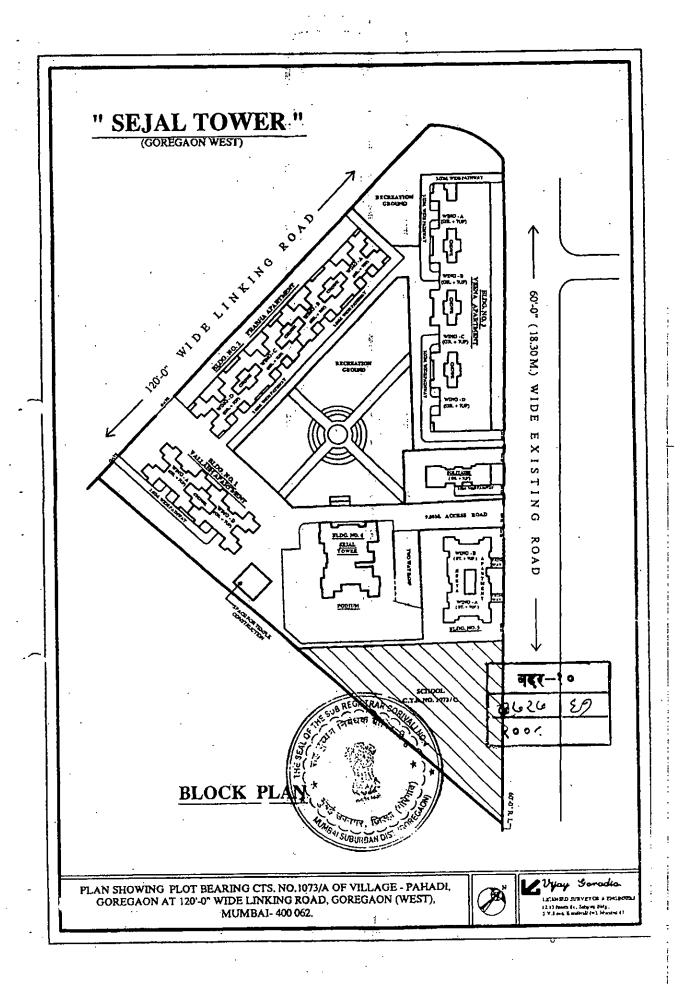
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VIJAY NAGINDAS SORADIA 6-7, Sahayog Ulcz, Soly, Rosti, Kandivall (West). Mumbal-400 067.

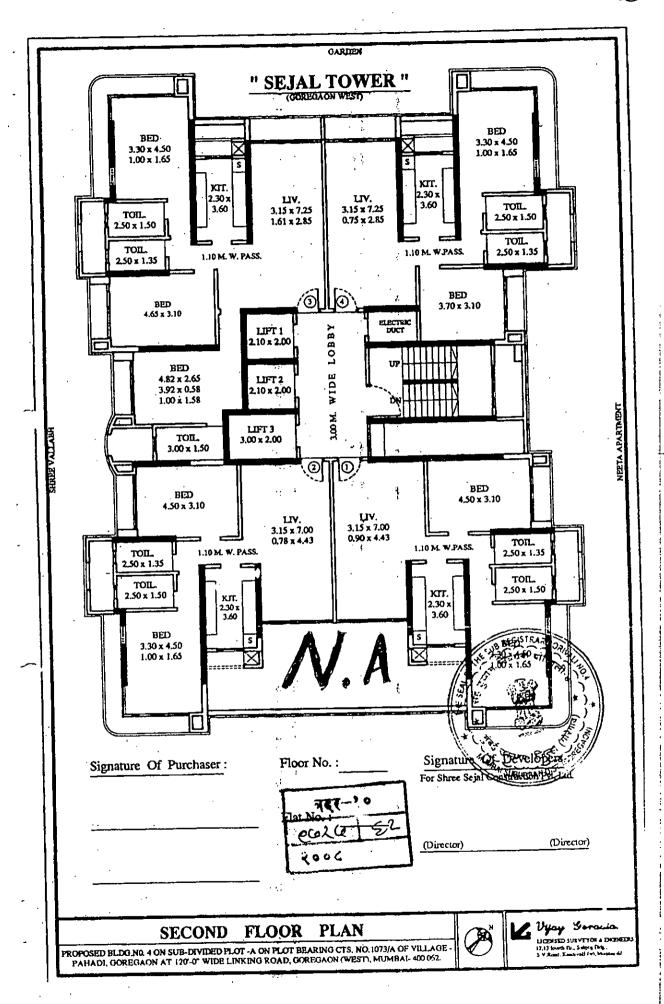




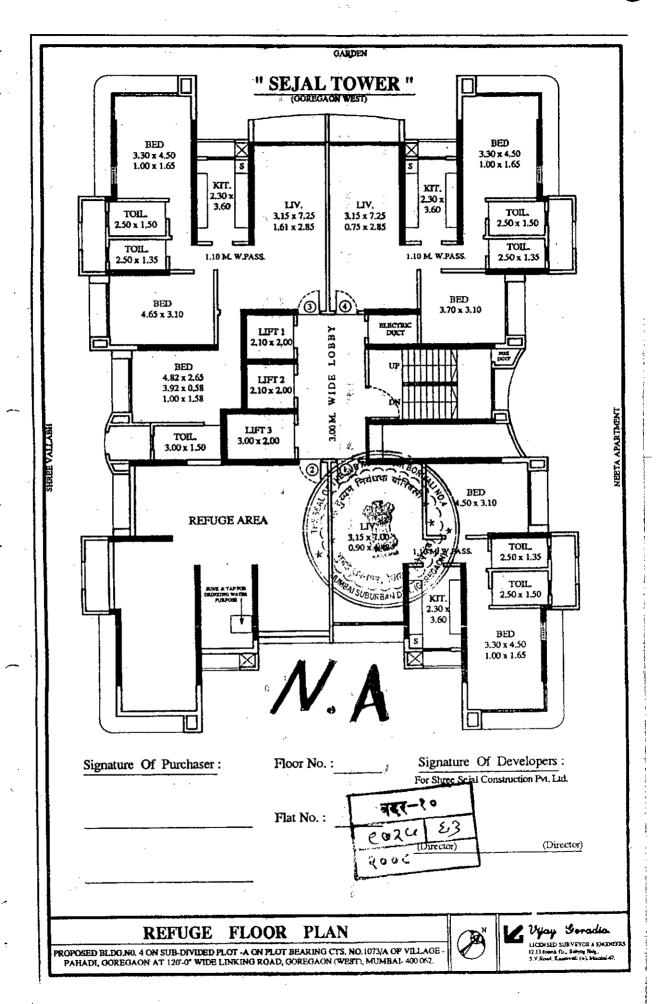
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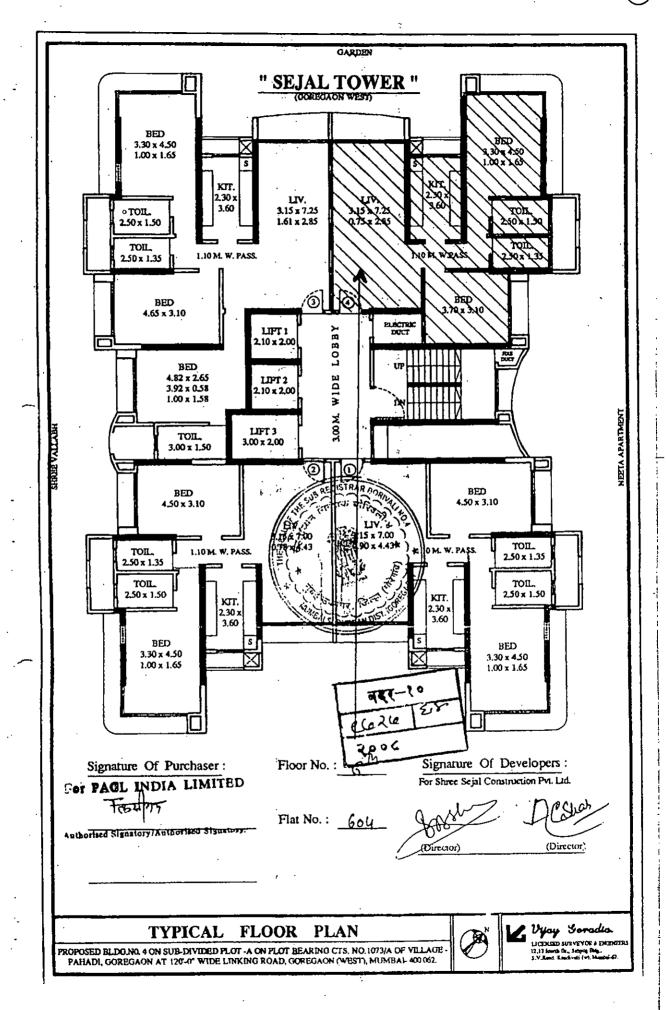
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पावती

Original नॉंदणी 39 म. Regn. 39 M

ं पावती क्र. : 1361

पी.एस.पहाडीगोरेगांव

दिनांक 16/02/2008

दस्तऐयजाचा अनुक्रमांक

engistaniske deleger († . St. 1000 f. Australia \_\_\_01320 - <u>\_\_\_\_2</u>008

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नावःश्री सेजल केन्द्र, प्रा. सि चे नामातक देवांग भुपेंद्र शाह -

नोंदणी फी

100.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

140.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (7)

एकूण

240.00

आपणास हा दस्त अंदाजे 4:16PM ह्या वेळेस मिळेल

बाजार मुल्य: 0 रु.

मोबदलाः 1रु.

भरलेले मुद्रांक शुल्क: 200 रु.

DELIVEREL



**१०**३७ 2006 FOI ICICI BANKETTO

R. two hundred twens only.

I.C.I.C.I. Bank Ltd., Abhiliasha-1, Punjabi Lane, Borivali (West), Mumbai- 400092

D-5/STP(V)/C.R.1011(11)/05/330 to

भारत 57321 SPECIAL महाराष्ट्र 139415 FEB 16 2008 भारत अक अक अक फा फा खा 10:55

SPECIAL POWER OF ATTOMOTA

STAMP DUTY MAHARASHTRA

BHUPENDRA SHAH, Director of M/S. SRI SEJAL CONSTRUCTION

PRIVATE LIMITED, Company registered under the Companies Act of 1956

and having its registered office at Office No.203. Sejal Tower, Near ashiwasa

Bila Deport, 120 (int fill Componius) manifold hereby SEND GREETINGS:

WHEREAS M/s. SRI SEJAL CONSTRUCTION PRIVATE

LIMITED, is the owner/Developers constructing building, "SEJAL

TOWER", on the plot bearing C.T.S.; No. 1073 of Village Pabadian Registrates of Construction and Construction of Village Pabadian Registrates of Construction of Construction Registrates of Construction of Construction Registrates of Construction

LIMITED are selling the Flats / shops / Office / Basement /
Parking etc. in the building on the said property on ownership basis
and I as the Director of the said company of the said company of the Sub-Registrar's Office.

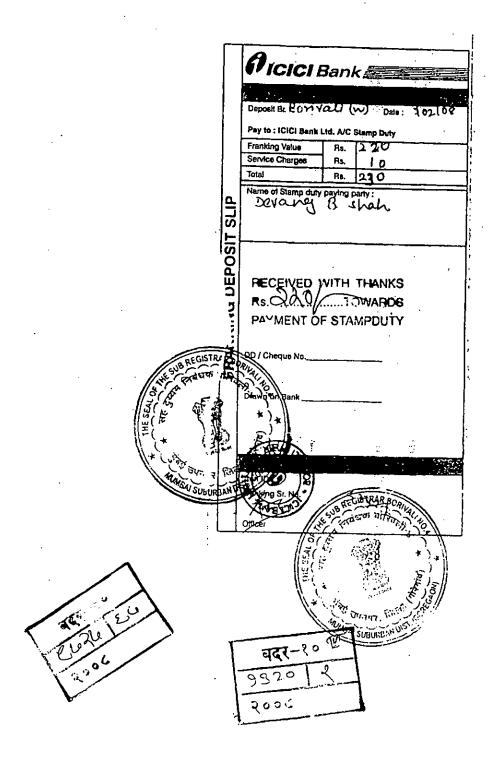
ج (بيور هـ Bandra and/or Borivali/Goregaøn. e626 85 2006

BHUPENDRA SHAH having his address at B/9, Neminath Apartment, Simpoli Road, Borivali (West), Mumbai - 400 092, as my true and lawful Attorneys for me and on my behalf to do the following acts, deeds, matters and things as hereinafter appearing.

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- FRAKIM

9320 9 200€



र्क्सिगाप

NOW KNOW YE AND ALL THESE PRESENTS WITNESSETH THAT, I, Mr. DEVANG B. SHAH Director of M/s. SRI SEJAL CONSTRUCTION PRIVATE LIMITED do hereby nominate, constitute and appoint Mr. NILESH BHUPENDRA SHAH (hereinafter called "THE SAID ATTORNEY") as my true and lawful Attorney for me and on my behalf to do all or any of the acts, matters and things in respect of the said property and to exercise all or any of the powers and authorities hereby conferred, that is to say:-

Assurances or any other office or officers or any registering authority and to present and lodge for registration and/or admit execution for and on my behalf of any document, deed, instrument writing or other assurance executed by me and on my behalf and the requisite, desirable or necessary to complete Registration and/or admit the substitution of the requisite, desirable or necessary to complete Registration and/or admit the requisite, desirable or necessary to complete Registration and/or admit the requisite, desirable or necessary to complete Registration and/or admit the requisite, desirable or necessary to complete Registration and/or admit the requisite, desirable or necessary to complete Registration and/or admit the requisite, desirable or necessary to complete Registration and/or admit the requisite and the registration and/or admit the requisite and the registration and/or admit the requisite and the registration and/or admit the registratio

administrators allow, ratify and confirm all the

eG26 EC

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executors

#### THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or grown d situate lying and being at Mouje scool force on Taluka Borivali in the Registration District and Sub-District of Mumbai City and Suburban (now in Greater Mumbai), bearing Survey

MASTY -

बदर-	OU
9320	3
२००८	

No. 161 (part) containing by admeasurements 4 Acres and 5 Gunthas or there about 21296 square yards or 17805.58 square metres. The said area of Survey is ascertained to be 28845 square yards (i.e. 24117 square metres) or thereabouts.

IN WITNESS WHEREOF, I, Mr. DEVANG B. SHAH
Director of M/s. SRI SEJAL CONSTRUCTION PRIVATE
LIMITED has hereunto set and subscribed my hands this 16 day
of february... 2008.

By the withinnamed Developers

Mr. DEVANG BHUPENDRA SHAH

Director of withinnamed Developers

M/s. SRI SEJAL CONSTRUCTION

PRIVATE LIMITED

STREET

In the presence of Street

Specimen signature of Attorney

Confer comos sia

2006

[Mr. NIL ESH BHUPENDRA SHAH]

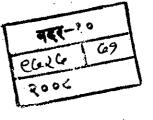
**१९२० ८** १९२० ८ २००८

वदर10 दस्त गोषवारा भाग-1 दस्त क्र 1320/2008 16/02/2008 दुय्यम निबंधकः 4:01:56 pm सह दु.नि.का-बोरीवली 4 0 8 दस्त क्रमांक : 1320/2008 दस्ताचा प्रकार: मुखत्यारनामा अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार **छायाचित्र** अंगठयाचा ठसा नावः श्री सेजल कन्स्ट्र. प्रा. लि. चे संचालक देवांग मुपेद्र ा शाह - -लिहून देणार पत्ताः घर/फ़्लेंट नं: 4 वय गल्ली/रस्ताः एल टी रोड ईमारतीचे नावा विशाल अपा. ईमारत नः -पेट/यसाहत: शहर/गाय:-तालुका: बोरीवली प. .नावः निलेश भुपेंद्र शाह \* -2 पत्ताः घर/फ्लॅट नः बी/9 लिहून घेणार गल्ली/रस्ताः चिंघोली रोड चय ईमारतीचे नावः नेमीनाथ अपा. ईमारत नं: -पेट/यसाहत: -शहर/गाव:-तालुका: बोरीवली प पिन: पॅन नम्बर: -



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दस्त क्रमांक (1320/2008) 00

दस्त क्र. [यदर10-1320-2008] चा गोषवारा

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दस्त हजर केल्याचा दिनांक :16/02/2008 03:56 PM

निष्पादनाचा दिनांक : 16/02/2008 दस्त हजर करणा-याची सही ?

दस्ताचा प्रकार :48) मुखस्यारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 16/02/2008 03:56 PM

शिवका क्र. 2 थी बेळ : (फ़ी) 16/02/2008 04:01 PM शिक्का क्र. 3 थी बेळ : (फ़बुली) 16/02/2008 04:01 PM शिक्या क. 4 ची घेळ : (ओळख) 16/02/2008 04:01 PM

दस्त नोंद केल्याचा दिनांक : 16/02/2008 04:01 👭

भायती क्र.:1361 दिनांक:16/02/2008 पावतीचे वर्णन नांव: श्री सेजल कन्स्ट्र. प्रा. लि. चे संचालक देवां-मुर्पेद्र शाह • -

:नॉदणी फी 100

140 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्क

रुजवात (अ. 12) व छायाचित्रण (अं. 13) ->

एकत्रित फ़ी

240: एकुण

दु. <del>निवधकारी-सहीं,</del> सह दु.नि.का-बोरीयली 4

ओळख :

खालील इसम असे नियेदीत करतात की, व त्यांची ओळख पटवितात.

1) मिथुन फडु- - ,घर/फ़्लॅट नं: 214

गल्ली/रस्ताः -

ईमारतीये नावः वजेश्यरी ईमारत नं: -

पेट/यसाहत: -

शहर/गावःविरार पु तालुकाः -

पिन: -

2) रबी देवशेट- - ,घर/फ़्लॅट नं: 206

गल्नी/रस्ताः -

ईमारतीचे नायः साईसावती

ईमारत नः -पेट/वसाहतः -शहर/गाव:विरार पु तालका: -

पिनः -





ब्रमाणित करणेत ये ने की, या

र्रेयम निर्वर्षक बोरीवडी-क

प्रुंबई उपनगर जिस्हा.



दु. नियंधकाची सही सह दु.नि.का-बोरीयली 4

बदर-१०/ 932-0/२००८

सह ट्रस्यम निर्धायक, योरीय के कि बहुत्रक्षण कार्त

२००८

160, 194307 Prepared on: 16/02/2005 16/01 April 1979 1979 1979

Original नॉदणी ३९ म.

गावाचे नाव

पावती

पावती क्र. : 8242

दिनांक 03/11/2008 पी.एस.पहाडीगोरेगांव

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

. चालक अगरचंद सी शाह - -सादर करणाराचे नावः मे. श्री

नोंदणी फी

100.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाधित्रण (अ. 13) -> एकत्रित फी (6)

120.00

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220.00

आपणास हा दस्त अंदाजे 1:25PM ह्या देळेस मिळेल <

**बह्र, दुप्यम निर्वध**क्तिमारी शह दूरी मुंद्र<u>के प्रकटन</u>

बाजार मुल्य: 0 रु.

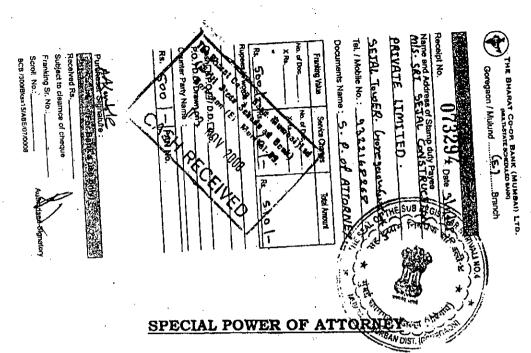
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भरलेले मुद्रांक शुल्कः 500 र.

DELIVERED



बदर-१० ري २००८

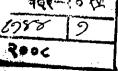


ALL TO WHOM THESE PRESENTS SHALL COME, I, MR. AMARCHAND C. SHAH Director of M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED, Company registered under the Companies Act of 1956 and having its registered office at 203, Sejal Tower, Sejal Park, Behind Oshiwara Bus Depot, Goregaon (West), Mumbai - 400 104, do hereby SEND GREETINGS:-

बहर-१० CONSTRUCTION WHEREAS M/S. SRI PRIVATE LIMITED, is the owner building, "SEJAL TOWER", on the plot bearing C. T. S. No. 1073/A, of Village Pahadi Goregaon West, Taluka Borivali situated at Sejal Park, Goregaon (West), Mumbai 400 104 (hereinafter referred to as "THE SAID PROPERTY").

AND M/S. SRI SEXIM CONSTRUCTION PRIVATE LIMITED are selling the Flats / Shops Office | asement / Parking etc. in the building on the said property on ownership basis and I as the Director of the said Company Developers of "SEJAL TOWER", PROPERTY AND THE TOWER TO A STREET TOWER TO THE TOWER TO THE TOWER TO THE TOWER TOWER TO THE TOWER TO THE TOWER TOWER TOWER TOWER TOWER TOWER TOWER TOWER TOWER TO THE TOWER TO Sub-Registrar's Office at Bandra and / Goregaon.

appointing therefore desirous of Ī am MAHENDRA GORADIA having his address at D/501, Blue Arch, Blue Empire Complex, Ekta Nagar. Off Mahavir Naga‡, Link Road, Kandivli (West), Mumbai -



NAVEEN AUTHORISED SIGNATORY 'n >MIN

and lawful Attorneys for me and on my behalf to do the following acts, deeds, matters and things as hereinafter appearing.

NOW KNOW YE AND ALL THESE PRESENTS WITNESSTH THAT, I, MR. AMARCHAND C. SHAH Director of M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED do hereby nominate, constitute and appoint MR. MAHENDRA GORADIA (hereinafter called "THE SAID ATTORNEY") as my true and lawful Attorney for me and on my behalf to do all or any of the acts, matters and things in respect of the said property and to exercise all or any of the powers and authorities hereby coferred, that is to say:-

Assurances or any other office or offices or any registering authority and to present and lodge for registration and /or admit execution for and on my behalf of any document deed, instrument, writing or other assurance executed by me and on my behalf and to do all other acts, deeds, and things in relation thereto which may be requisite, desirable or necessary to complete Registration of document under the long land and Registration Act.

I do hereby for myself, my heirs, executors administrators allow, ratify and confirm all and whatsomy Attorneys shall do as stated hereinabove.

#### THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parts (made) or sound situate lying and being at Mouje Parts (Goregaon (Nest), Taluka Borivali in the Registration District and Sub-District of Mumbai City and Suburban (now in Greater Mumbai), bearing Survey No. 161(part) C.T. No. 1673/16, containing by admeasuring 4 Acres and parts or there about 21296 square yards or 17805.58 square metres. The said area of survey is ascertained to be 28845 square wards (e. 24117 square metres) or thereabouts.

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FRAM

IN WITNESS WHEREOF, I, MR. AMARCHAND C. SHAH Director of M/S. SRI SEJAL CONSTRUCTION PRIVATE LIMITED has hereunto set and subscribed my hands this 2 day of November 2008.

SIGNED, SEALED AND DELIVERD	1
By the withinnamed Developers	)
MR. AMARCHAND C. SHAH	1 Assur.
M/s. SRI SEJAL CONSTURCTION	)
PRIVATE LIMITED	
In the presence of	
AL.	V PA
Specimen Signature of Attorney	1
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[MR. MAHENDRA GORADIA]	1 inforta
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SITARAM BHI 31/10/1980 Perifficient Account ALSPP3252E

आयकर विमाग INCOME TAX DEPARTMENT

ABHIJEET ANKUSH KAMBLE

ANKUSH SITTAL KAMBLE

07/11/1983

Permanent Account Number
AUHPK2620B

भारत सरकार GOVT. OF INDIA









नबर-१० 🔯 २००८

03/11/2008

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर10 दस्त क्र 8144/2008

1:11:22 pm

सह दु.नि.का-बोरीवली 4

दस्त क्रमांक : 8144/2008 दस्ताचा प्रकार: मुखत्यारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा उसा

अनु क्र. पक्षकाराचे नाव व पत्ता

नादः में. श्री सेजल फन्स्ट्रक्शन प्रा.लि.चै संचालक अयरचंद सी शाह -

एता: एर/फ़्लॅंट नं: 203

ः लिहून देणार

गल्ली/रस्ताः -

येट/वसम्हतः सेजल पार्क

वय

ईमारतीचे नावः सेजल टॉवर ईमारत नं: -

सही





शहर/गाव: गोरेगांव प नावः महेंद्र - गोराडिया 2 पत्तः घर/फ्लॅट नंः डी 501

गल्ली/रस्ताः -ईमारतीचे नावः ब्लु आर्च

ईमारत नं: -येद/वसाहत: एकता नगर

शहर/गाव: कांदिवली प मुं तालुंका: -पिनः ६७

र्पेद नम्बरः

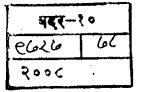
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दस्त गोषवारा भाग - 2

(8144/2008) दस्त क्रमांक

दस्त क्र. [यदर10-8144-2008] घा गोषवारा '

थाजार मुल्य : 0 मोबदला 0 भरतेले मुद्रांक शुल्क : 500

दस्त हजर केल्याचा दिनांक :03/11/2008 01:08 PM

निष्पदनाचः दिनांक : 03/11/2008 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :48) मुखत्यारनामा

शिक्जा क्र. 1 ची वेळ : (सादरीकरण) 03/11/2008 01:08 PM

शिक्का क. 2 घी वेळ : (फ़ी) 03/11/2008 01:10 PM शिक्का क. 3 ची वेळ : (कंदुली) 03/11/2008 01:11 PM शिक्का क. 4 ची वेळ : (ओळेख) 03/11/2008 01:11 PM

दस्त नोंद केल्याचा दिनांक : 03/11/2008 01:1

पावती क्र.:8242 दिनांक:03/11/20C8 पावतीचे वर्णन

तांवः मे. श्री सेजंल कन्स्ट्रक्शन प्रा.लि.चं संवालः अमरघंद सी शाह - -

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220: एकुण

दुः निर्वयकाची सही, सह दु.नि.का-मोरीवली 4

चालील इसग असे निवेदीत करतात की द त्यांची ओळख पटवितास.

1) पांडरंग - परव ,घर/प्रलॅट नें:

गल्ली/रस्ताः -

ईमारतीचे नावः प्रवासी इंड. इस्टेट

ईमास्ट नं: -

पे**ठ/य**साहर: -

शहर/गाव: गोरेगांव पू मुं

तालुकाः -

पिन: 63

2) अभिजीत- कांयळे ,घर/फ़लॅट नं

गर्ला/एस्ताः वरीलप्रमाणे

ईमारतीचे नावः -

ईमास्त नं: •

पेट/वसाहत: -शहर/गाव:-

ताल्काः -

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

बदर-१०/८० ४५/२००८

सह दुस्यम निर्यंशक, बोरीवर्जा के. 🕏 मूंबई उपनगर जिन्हा.







क्मांक्षेट इरलेत येते की त्तातको प्रकृताः है

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### PACL INDIA INDIA HATED MAHARAS ATGA

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PACL INDIA LIMITED HELD ON MONDAY, THE 20<sup>TH</sup> DAY OF OCTOBER, 2008 AT 11.00 A.M. AT CORPORATE OFFICE AT 7<sup>TH</sup> FLOOR, GOPALDAS BHAWAN, 28, BARAKHAMBA ROAD, NEW DELHI – 110 001

"RESOLVED THAT the consent of the Board be and is hereby accorded for the purchase of flat no. 604 on 6th Floor, Sejal Towers, Sejal Park, Link Road, Goregaon (West), Mumbai – 400 104 at agreed price of Rs. 53,10,000/- (Rupees Fifty Three Lakh ten thousand only) on the agreed terms and conditions duly considered and approved by the Board and for the said purpose the Board be and is hereby conferred upon Mr. Tulsiram training to 9 Shri Manjeet Thakur, R/o Lokhandwalal Residency, Bunday No. 4, Link Road Lokhandwalal, Andheri (West), Mumbai- 400 053, to execute sale deeps agreement to sell and also to sign all documents, agreements affidavits, indemnity, written statements and other papers whatsoever too deemed necessary and expedient for the said purpose and also to purchase the stamp papers of requisite value and to appear before the Registration of professionals, experts, advocates, if require, on behalf of the Board."

"RESOLVED FURTHER THAT a copy of this resolution duly certified by the Company Secretary be furnished to the concerned authorities for their reference and records."

CERTIFIED TO BE TRUE COPY FOR PACL INDIA LIMITED

(S.K. GAUR)
COMPANY SECRETARY

Regd. Office: 22, 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur-302004 Ph.: 0141-3221282 Corporate Office: 7th Floor, Gopaldas Bhawan, 28 Barakhamba Road, New Celhi - 110001 Phone No.: 011-43650000, Fax No.: 011-43650028-29

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	Pack india Limited.
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HOME HOME /PERMANENT ACCOUNT NUMBER
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WIN NAME SHANAWAZ SULMAN SHAIKH

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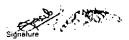
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आयकर निदेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)



MIZIARY DEPARTMENT
PANDURANG SITARAM PAR
SITARAM BHIKAJI PARAB
31/10/1980
Permanent Account Number
ALSPP3252E







### SHREE SEJAL CONSTRUCTION PVT. LTd.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE: 2384 0679

#### POSSESSION LETTER

Date: 08/03/2010.

To,
PACL India Limited
IInd Floor, Bonanza Arcade,
Amboli Naka, 57, S.V.Road,
Andheri (West), Mumbai-400058.

Sub.: Permission to occupy the Flat No. 604 on 6<sup>th</sup> Floor in the building Known as "Sejal Tower", purchased vide Agreement registered with the Sub Registrar of Assurance under Serial No. BDR10-09727-2008 dated 26/12/2008.

Ref.: 1) Agreement for sale dated 04/12/2008 registered in respect of purchaser of flat no. 604 on 6<sup>th</sup> floor in the building known as "Sejai Tower" situated on plot bearing C.T.S. No. 1073, Village Pahadi at Sejal Park, Goregaon (West), Mumbai-400 104.

2) Declaration Cum Indemnity Bond dated 08/03/2010 executed by you.

3) Undertaking dated <u>08/03/2010</u> executed by you.

4) Your request letter dated 08/03/2010 for possession.

#### Dear Sir/Madam,

- 1. We refer your request letter for possession of even dated and hereby giving you the possession of your above-referred Premises. This is to inform you that you shall bind to all the terms & conditions of agreement for sale executed between us earlier and accordingly you shall be liable for all the responsibilities and duties as more particularly mentioned in the said agreement for sale.
- 2. Further referring to Declaration Cum Indemnity Bond dated <u>08/03/2010</u> and Undertaking dated <u>08/03/2010</u>, executed separately by you simultaneously with your above-referred request letter, same shall be read & form part of the said Agreement for Sale executed by and between us and both the said documents (Declaration Cum Indemnity Bond & Undertaking) shall remain in force & shall be binding on you & your successor/s in title.

Tm-

Re



PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

- 3. As you have informed us that you have thoroughly inspected and checked the said flat premises in particular and building in general and the same is found to your full satisfaction and you have not any sort of complaints/grievances for the same.
- 4. We have your written assurance that you shall occupying this flat for residence ship only and you shall be liable for any breach which please note.
- 5. You have confirmed to give us the intimation in writing before carrying out any interior work in your said flat premises & shall obtain our written permission for the same.

Subject to the above points, we have no objection in your taking possession of your above Flat. You have also confirmed to pay all the outgoings such as society maintenance, water charges, taxes, municipal assessment taxes, common electricity charges, security expenses, levies, incidental charges and any other charges/outgoings with effect from 01.01.2010 regularly to us/society, as the case may be.

Please confirm.

We say that we have given possession of the Flat Premises No. 604 on 6<sup>th</sup> floor of 'SEJAL TOWER'.

Yours truly,

For SHREE SEJAL CONSTRUCTION PVT.LTD.

DIRECTOR

I/WE CONFIRM HAVING RECEIVED THE POSSESSION OF FLAT NO. 604 on  $6^{th}$  FLOOR OF BUILDING 'SEJAL TOWER'.

[Tm]



#### PACL LIMITED

Date: 19/03/2012

#### **POSSESSION LETTER**

From
M/S. PACL LIMITED formerly known as PACL (INDIA) LIMITED
Authorized Signatory
Mr. ANKUR TYAGI
Vendor

To, MR. RAJIV THAKUR and Mrs. ARTI THAKUR Purchaser

Sir,

This is to confirm that in pursuance of our Agreement of sale dated 31<sup>st</sup> December, 2011. We have today handed over to you vacant and peaceful possession of the Flat No. 604, 6<sup>th</sup> floor, Bldg No. 4, Sejal Towers, Sejal Park, Link Road, Goregaon (W), Mumbai 400104. Kindly sign the copy of thereof in token of having received vacant and peaceful possession of the above said flat.

Received Vacant & Peaceful Possession of the Flat,

MR. RAJIV THAKUR and Mrs. ARTI THAKUR PURCHASER

M/S. PACL LIMITED

Authorized Signatory

Yours Faithfully

**ANKUR TYAGI** 





4.

### Shree sejal construction Pvt. Ltd.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

#### CAR PARKING ALLOTMENT LETTER

Date: 31/12/2011

To, Mr. Rajiv Thakur Mrs. Arti Thakur Flat No. 204, Bldg No. 43, Parth C.H.S. Ltd. Oshiwara, Andheri (W), Mumbai – 400 053.

Dear Sir/Madam,

We confirm that under an Agreement dated 31/12/2011 executed between original buyer and PACL India Limited, and yourself/yourselves, we have purchased the flat bearing No. 604 6n the Sixth floor of "Sejal Tower" situated on plot bearing C.T.S. No. 1073A, Village Pahadi at Sejal Park, 120 Link Road, Goregaon (West), Mumbai-400 104, (hereinafter referred to as "the said flat"), at or for the consideration and upon the terms and conditions mentioned therein in the said Agreement dated duly registered under serial no. BDR16-1033-2012 dated 04/02/2012 with the Office of the Sub registrars of Assurances.

As incidental to the sale of the said flat, you have also requested us to provide you, one car parking space, free of cost (without any consideration) and in pursuance thereto, we hereby allot you a car parking space, bearing No. P./. (Nine) on Lower/Upper Berth; in the Open Space/stilt/Ground Floor/Podium level of the building known as "Sejal Tower" as shown surrounded by a red colour boundary line on the plan thereof hereto annexed (hereinafter referred to as "the said car parking space").

We shall put you in possession of the said car parking space simultaneously with the possession of the said flat being handed over to you subject to the terms and conditions of the said Agreement.

posti,

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### SHREE SEJAL CONSTRUCTION PVT. LTd.

PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE: 2384 0679

Please note that if such car parking space is allotted under mechanized puzzle parking, than in the event you shall be entitled to park your vehicle on Lower/Upper berth of the said mechanized parking vide 20 179 (Nine) on Ground Ploor / Podium level:

Please note that the same being the two berth parking, Lower/Upper berth of said mechanized parking shall be allotted to another Flat Purchaser and such flat purchaser shall also be entitled to park his/her/its vehicle on the respective berth so allotted and you shall have no objection for the same. You are also aware that you have to give co-operation for parking of car by another owner in Lower/Upper berth of the said mechanized parking system. This mechanized car parking system requires yearly maintenance from reputed company, irrespective of your allotted parking berth, you have to bear and pay equal maintenance charges, other incidental expenses for said parking berth to society, promoters or ad-hoc committee, as the case may be.

You shall pay the monthly maintenance charges in respect of the said car parking space as may be determined by us pending transfer of the property to the Society and thereafter shall pay such amount by way of maintenance charges in respect of the said car parking space as may be determined by the Society.

It is confirmed by and between us that the said car parking space allotted to you shall be exclusively used for your own bonafide purpose of parking your own vehicle and you shall not be entitled to create any third party interest in respect of the same, without proper consent/s and also confirmed that you will no put or construct any Grills, Brickwork, Chain, Brackets, etc...

Further, you are also aware with the limitations regarding said mechanical puzzle parking and are also well aware with the dimensions of said mechanical puzzle parking viz. height, width, weight and load baring capacity. You have confirmed that you shall not raise any grievances/complaints in regards to the same.

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PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBA1 - 400 004 • PHONE : 2384 0679

Subject to the above conditions, we confirm having allotted you the car parking space, vide No. 129 (Nine) on Lower/Upper Berth in Open Space/Stilt/ Ground Floor /Podium level of the said building SEJAL TOWER at free of cost (without any consideration). Please note that the said car parking space is allotted exclusively for the use of bonafide owners of flat 100 601 on Sixth floor of Sejal Tower.

Yours truly,

For SHREE SEJAL CONSTRUCTION PRIVATE LIMITED

DIRECTOR

DIRECTOR

<u>I/WE PURCHASER/S OF FLAT NO. 604 CONFIRMS THE ABOVE</u>

RADIV THAKUR

NAME: MR. RAJIV THAKUR

X

ARTI THAKUR Autin

NAME: MS. ARTI THAKUR





PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

#### CAR PARKING ALLOTMENT LETTER

Date: -04/12/2008.

To,
PACL India Limited
IInd Floor, Bonanza Arcade,
Amboli Naka, 57, S.V.Road,
Andheri (West), Mumbai-400058.

Dear Sir/Madam,

We confirm that under an Agreement dated 04/12/2008 executed between us and yourself/yourselves, we have sold the Flat bearing No. 604 on the Sixth floor of "Sejal Tower" situated on plot bearing C.T.S. No. 1073A, Village Pahadi Goregaon, Sejal Park at 120' Link Road, Goregaon (West), Mumbai-400 104, (hereinafter referred to as "the said flat"), at or for the consideration and upon the terms and conditions mentioned therein in the said Agreement dated duly registered under serial no.BDR10-09727-2008 dated 26/12/2008 with the Office of the Sub registrars of Assurances.

As incidental to the sale of the said flat, you have also requested us to provide you, one car parking space, free of cost (without any consideration) and in pursuance thereto, we hereby allot you a car parking space bearing No. P/9 (Nine) on Lower/Upper berth in the Open Space/stilt/Ground Floor/Podium level of the building known as "Sejal Tower" as shown surrounded by a red colour boundary line on the plan thereof hereto annexed (hereinafter referred to as "the said car parking space").

**D**/





PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE: 2384 0679

We shall put you in possession of the said car parking space simultaneously with the possession of the said flat being handed over to you subject to the terms and conditions of the said Agreement.

Please note that car parking space allotted is mechanical puzzle parking and you shall be entitled to park your vehicle on Lower/Upper berth of the said mechanical puzzle parking vide No. P/9 (Nine) on Ground Floor / Podium level. Please note that the same being the two berth parking, Lower/Upper berth of said mechanical, puzzle parking shall be allotted to another Flat Purchaser and such flat purchaser shall also be entitled to park his/her/its vehicle on the respective berth so allotted and you shall have no objection for the same. You are also aware that you have to give co-operation for parking of car by another owner in Lower/Upper berth of the said mechanized parking system. This mechanized car parking system requires yearly maintenance from reputed company, irrespective of your allotted parking berth, you have to bear and pay equal maintenance charges, other incidental expenses for said parking berth to society, promoters or ad-hoc committee, as the case may be.

You shall pay the monthly maintenance charges in respect of the said car parking space as may be determined by us pending transfer of the property to the Society and thereafter shall pay such amount by way of maintenance charges in respect of the said car parking space as may be determined by the Society.

It is confirmed by and between us that the said car parking space allotted to you shall be exclusively used for your own bonafide purpose of parking your own vehicle and you shall not be entitled to create any third party interest in respect of the same, without proper consent/s and also confirmed that you will no put or construct any Grills, Brickwork, Chain, Brackets etc.

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PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE: 2384 0679

Further, you are also aware with the limitations regarding said mechanical puzzle parking and are also well aware with the dimensions of said mechanical puzzle parking viz. height, width, weight and load baring capacity. You have confirmed that you shall not raise any grievances/complaints in regards to the same.

Subject to the above conditions, we confirm having allotted you the car parking space, vide No. P/9 (Nine) on Lower/Upper berth in Open Space/Stilt/Ground floor/ Podium level of the said building SEJAL TOWER at free of cost (without any consideration). Please note that the said car parking space is allotted exclusively for the use of bonafide owners of flat no. 604 on Sixth floor of Sejal Tower.

Yours truly,

For SHREE SEJAL CONSTRUCTION PRIVATE LIMITED

DIRECTOR

DIRECTOR

I/WE PURCHASER/S OF FLAT NO. 604 CONFIRMS THE ABOVE

AUTHORISED SIGNATORY

S/d

NAME: MR.





PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE: 2384 0679

Date: 28/04/2011.

To,
PACL India Limited
7<sup>th</sup> Floor, Gopaldas Bhawan,
28, Barakhamba Road,
New Delhi – 110 001.

Sub

()

N.O.C. to resale of flat 604 on 6<sup>th</sup> floor in the building known as "Sejal Tower" situated on plot bearing C.T.S. No. 1073, Village Pahadi at Sejal Park, Goregaon (West), Mumbai – 400 104, Purchase by you under Agreement for Sale Dated 04/12/2008.

Ref

Your letter / application for N.O.C. dated 12/04/2011.

Sir,

With reference to your application dated 12/04/2011, this is to inform you that we hereby grant N.O.C. to resale above subject flat, purchased by your company, subject to following conditions:

- The all conditions mentioned in your application dated 12/04/2011 shall be binding to you and your nominee. The xerox copy of you application dtd. 12/04/2011 is enclosed herewith for your ready reference.
- You shall further pay or cause the new prospective buyer to pay the requisite advance maintenance for the amount as may have been demanded by you or society, as the case may be, from time to time.
- 3) You also undertake to obtain Undertaking for compliances of certain terms & condition for maintenance of building given by us from new purchaser.
- 4) You shall execute resale agreement with new buyers of flat and shall furnish us the names, Pan No., Address of new flat purchasers.

A WAY



PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE : 2384 0679

- 5) You shall obtain further resale N.O.C. from the society if formed and taking care of the society management affairs.
- 6) You shall undertake that you shall not sale the above flat to any party/persons having any nuisance value and shall strictly abide by the terms and conditions of Agreement, Undertaking & Indemnity bond as executed prior.
- 7) This our NOC shall be binding on our assigns, administrators and successor-in title.

Yours truly,

For, Shree. Sejal Construction Pvt. Ltd.

Director

Director



March 17, 2012

Mr Rajiv Thakur Flat 204 Building No 43 Parth Society New Link Road Oshiwara Andheri West Mumbai-400053

#### Your ICICI BANK -HOME LOAN Loan Account No: LBMUM00001901262

Dear Mr Rajiv Thakur,

Greeting from ICICI Bank!

We write with reference to the Home Loan sanctioned to you.

Further to your request for a disbursement, the Terms and Conditions on which the loan is being disbursed are summarized as below:

Loan Amount Sanctioned (Rs.)	35,00,000.00
Disbursement Date	March 17, 2012
Disbursement Amount	35,00,000.00
Cumulative Disbursement Amount (Rs.)	35,00,000.00
Cheque Amount (Rs.)	35.00.000.00
Type of Interest	Floating
Effective Rate (%)	11.00
Rate at which EMI is calculated	
Term (months)	11.00
Equated Monthly Installments (EMI) is calculated on	72
The state of the s	Monthly Rest

Please note that in terms of the Credit Facility Application Form submitted to ICICI Bank, repayment will be through EMIs comprising of principal and interest.

Your EMIs will commence from the next month and for the balance days of the current month, you will be paying Pre-EMI interest which is simple interest at the rate applicable on the loan amount disbursed to you from the date of disbursal, until the end of the month.

The details of the payments to be made by you are given below: EMI is Rs. 66,620.00 beginning from the month of April .

We request you to make the above payments regularly.

As mentioned in the Credit Facility Application Form, all the repayments of dues(Pre-EMI & EMI) will need to be paid by the due date. In case of Post Dated Cheques(PDCs), please ensure that you replenish the PDCs before the previous set is exhausted. Any delay in repayment of dues or non-replenishment of PDCs will attract additional interest @ 24%p.a. or as mentioned in Credit Facility Application Form whichever is higher. The PDCs can be submitted at our nearest branch.

Further, we are pleased to inform that with the final disbursement of this loan, a Free Personal Accident Insurance cover to the first applicant of this loan, to the extent of Principal amount, is extended as per as the applicable conditions.



PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 • PHONE: 2384 0679

Date: 9<sup>th</sup> Feb, 2012 Place: Mumbai

To, ICICI Bank limited Bandra Kurla Complex Bandra (E) Mumbai 400051

#### Dear Sirs:

Re: Permission to mortgage <u>flat no. 604</u> on the <u>6<sup>th</sup> Floor</u> of the building named as <u>Sejal Tower</u> situated at <u>Building No. 4</u>, <u>Sejal Park</u>, <u>Link Road</u>, <u>Goregaon</u> (West) - <u>Mumbai 400104</u>.

- 1. This is to confirm that we have allotted/sold <u>flat no. 604</u> admeasuring <u>786.27 sq. ft.</u> (carpet/built-up area) on the 6<sup>th</sup> floor of the building named as <u>Sejal Tower</u> situated at <u>Building No. 4, Sejal Park, Link Road, Goregaon (West) Mumbai 400104</u> constructed by us to <u>M/S PACL (INDIA) LIMITED</u> for a total consideration of Rs. 5310000/- (Rupees Fifty Three Lac Ten Thousand only) under an Agreement for Sale/Sale Deed dated 4<sup>th</sup> <u>December</u>, 2008
- We confirm that we have obtained necessary permissions/approvals/sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the flat are in accordance with the approved plans. We assure that the said flat as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. We have a clear, legal and marketable title to the said property and every part thereof.
- 3. Possession of the said flat has already been given to M/S PACL (INDIA) LIMITED
- 4. We are aware that the said PACL (INDIA) LIMITED ("the seller") has agreed to sell the said flat and all his/her/their right, interest and title therein to Mr. Rajiv Thakur & Mrs. Arti Thakur ("the purchaser") under an Agreement for Sale dated 31st December 2011 and that the said Mr. Rajiv Thakur & Mrs. Arti Thakur ("the Purchaser") has approached 1CICI Bank for a financial assistance for purchasing/acquiring the said flat and that ICICI Bank has agreed to sanction/grant the financial assistance to Mr. Rajiv Thakur & Mrs. Arti Thakur to purchase / acquire the above flat and M/S PACL (INDIA) LIMITED has agreed to mortgage the said flat in your favour as security for the said financial assistance. We hereby confirm that we have no objection to the same and we shall transfer the said flat to the name of the Purchaser, in our books, on completion of the sale formalities between the said Seller and the said Purchaser.

AND Notwithstanding anything to the contrary contained in the said Agreement for Sale, we confirm to register the aforesaid charge in our books in respect of the said flat on completion



PHONIX BUILDING, 457, S.V.P. ROAD, OFFICE NO. 8 & 9 6TH FLOOR MUMBAI - 400 004 \* PHONE : 2384 0679

of the sale formalities as aforesaid and the said purchaser will not be permitted to transfer/cancel, assign, sell off or in any other way/manner deal with the said flat prejudicial to the interest of your Company/ your security trustee without the prior written consent of your Company / your security trustee.

- 5. We undertake to form a Co-operative Society / Condominium under the Apartment Ownership Act of the premises/flat holders in the aforesaid building within the statutory period. And we agree to inform and give proper notice to the Co-operative Society as and when formed, about the said unit/flat being so mortgaged.
- 6. However if mortgagee has sold/transferred the said flat to any third party before repayment of full amount of the said loan to ICICI Bank limited, we will not be held responsible.

Yours faithfully,

For SHREE SEJAL CONSTRUCTION PVT. LTD.

Director

# PICICI Bank

ICICI Bank reserves the right to recover all indirect taxes, duties and levies, including but not limited to interest tax, service tax, education cess, levied under the applicable laws as may be amended from time to time.

For any clarifications or more information, please call our 24-hour Customer Care. Alternatively, you may like to contact us by e-mail at customer.care@icicibank.com.

Loans related services are now available at more ICICI Bank branches. To locate the nearest branch to you for your loans related queries, please visit www.icicibank.com or call our Customer care.

Looking forward to more opportunities to be of service to you.

Sincerety,

Authorised Signatory For ICICI Bank Limited.

P.S: All further communication to you would be at the above-mentioned address. In case of any change in your contact details, please intimate us at our call centre numbers mentioned below.

The address of your property as per our records is:
Flat No 604
6th Flr,Sejal Tower, Sejal Park
Bldg 4,Nr Best Nagar,
Off Link Road, Goregaon (W)
Mumbai-400104
Maharashtra

In case of any change, please intimate us at our call center numbers mentioned below.

The current applicable charges to your loan are as under:

PDC Swap Charges (Rs.)	500.00 *
Document Retrieval Charges (Rs.)	500.00 *

\* All indirect taxes, duties and levies, including but not limited to interest tax, service tax, education cess, levied under the applicable laws as may be amended from time to time would be additionally charged.

Ahmedabad 66309890, Andhra Pradesh 9849578000, Assam 9954108000, Bengaluru 41131877, Bhubaneshwar 9938488000, Bihar 9934008000 Chandigarh 5055700, Chattisgarh 9893208000, Chennal 42088000, Colinbatore 4358000, Cuttack 9938488000, Delhi 41718000, Delhi (Mobile) 9818178000, Darjeeting 9933008000, Goa 9890478000, Gujarat 9898278000, Guwahati 9954108000, Haryana 9896178000, Himachal Pradesh 9816608000, Hyderabad 23128000, Indore 4022005, Jamshedpur 9934008000, Jharkand 9934008000, Karnataka 9845578000, Kerala 9895478000, Kochi 9895478000, Kolkata 9831378000, Lucknow 9936218000, Madhya Pradesh 9893208000, Maharashtra 9890478000, Mumbai 28307777, Ortssa 9938488000, North East 9862408000, Patna 9934008000, Pune 9890478000, Punjab 9815558000, Rajasthan 9829222292, Ranchi 9934008000, Silguri 9933008000, Tamil Nadu 9894478000, UP East 9936218000, UP West 9897308000, Uttaranchal 9897308000, West Bengal 9933008000.