

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this 27th day of September in the Christian Year Two Thousand Twenty Three BETWEEN M/S. SHREE VIRAJ ENTERPRISES, PAN: ABJFS0787Q, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai - 400 002 and administrative office at Raunak Group, Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (West) - 400607, hereinafter referred to as 'the PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm M/s. Shree Viraj Enterprises, survivor or survivors of them and their respective heirs, executors, administrators & assigns of such last survivor) of the One Part

AND MANOHAR RADHAKISHAN HUKMANI PAN AARPH0956P, RESHMA MANOHAR HUKMANI PAN ABDPH0389P & MAYUR MANOHAR HUKMANI PAN AEOPH8280F having their address at A/9, 1st Floor, Rajdeep Building, Chhatrapati Society, Kopri Colony, Thane (E), 400 603 hereinafter referred to as 'the ALLOTTEES' (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the Other Part :

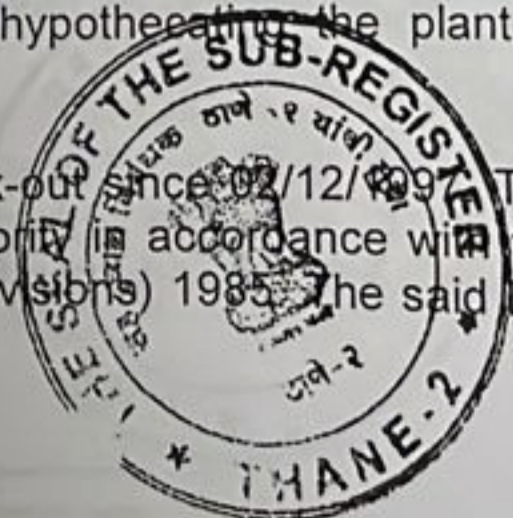
In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neuter gender wherever applicable.

WHEREAS one M/s. Devidayal Industries Ltd. (formerly known as Devidayal Electronics and Wires Ltd. and hereinafter referred to as 'the said DIL') was seized and possessed of and/or otherwise well & sufficiently entitled to all those pieces or parcels of land situate, lying & being at village Majiwade, Taluka & Dist. Thane together with structures standing thereon & more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said Larger property');

AND WHEREAS the said DIL availed various credit facilities from the Bank of Baroda, Canara Bank, Indian bank & Vijaya Bank in Consortium by mortgaging the said Larger property as well as hypothecating the plant & machinery;

AND WHEREAS the said DIL was under lock-out since 02/12/1997. The said DIL was declared sick by the Competent Authority in accordance with the provisions of Sick Industrial Companies (Special Provisions) 1985. The said DIL



Handwritten signatures and initials: 'Dayal' and 'RM Hukmani'.

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दस्त क्रमांक 23649/2023
3/936

ANNEXURE-J



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51700005880

Project: Viraj Tower, Plot Bearing / CTS / Survey / Final Plot No.: 192/1 P at Thane (M Corp.), Thane, Thane, 400606;

1. Shree Viraj Enterprises having its registered office / principal place of business at Tehsil: Mumbai, District: Mumbai Suburban, Pin: 400002.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from 14/08/2017 and ending with 31/12/2020 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant Premchand Pimpri
(Secretary, MahaRERA)
Date: 8/14/2017 2:55:27 PM

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Dated: 14/08/2017

Place: Mumbai

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दस्त क्रमांक 23&L9/2023
७३ / ७३६



27/09/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 23681/2023

नोंदणी :

Regn:63m

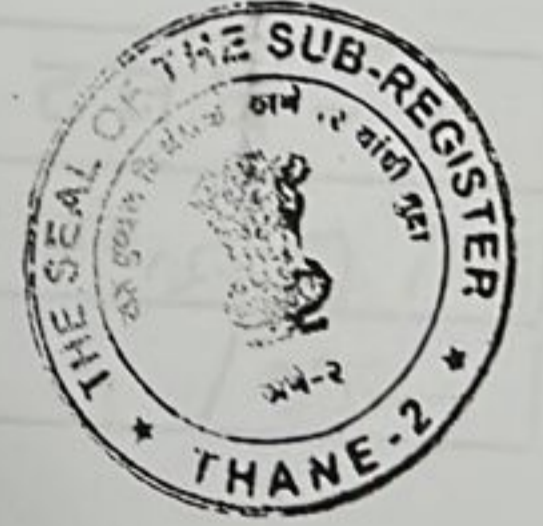
गावाचे नाव : माजिवडे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	10000000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	8764768.016
(4) भू-मापन,पोटहिस्ता व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :सदनिका नं: 1501ए, माळा नं: 15वा मजला, इमारतीचे नाव: विराज टॉवर, ब्लॉक नं: माजिवडे, रोड नं: पोखरण रोड नं.2,ठाणे, इतर माहिती: क्षेत्र 473.00 चौ.फुट कार्पेट + 130.00 चौ.फुट बाल्कनी(क्षेत्र 43.94 चौ.मी+ 12.08 चौ.मी बाल्कनी)कारपाकिंग सह(विभाग क्र. 6/24/3ई/4) (Survey Number : 192/1P ;)
(5) क्षेत्रफळ	1) 603 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. श्री विराज इंटरप्राईजेस तर्फे भागीदार श्री राजन एन बांदेलकर यांचे कु.मु. म्हणून श्री रौनक राजन बांदेलकर यांचे तर्फे कु.मु. म्हणून श्री शरद आर पुणे वय:-45; पत्ता:-प्लॉट नं: 1, माळा नं:-, इमारतीचे नाव: रौनक ग्रुप ,मोहन मिल कंपाउंड, ब्लॉक नं: नेक्स्ट टू ऑडी ठाणे, रोड नं: जी.बी.रोड,ठाणे (प), महाराष्ट्र, ठाणे. पिन कोड:-400607 पॅन नं:-ABJFS0787Q
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मनोहर राधाकृष्ण हुकमानी वय:-64; पत्ता:-प्लॉट नं: ए/9, माळा नं: 1 ला मजला , इमारतीचे नाव: राजदीप बिल्डिंग , ब्लॉक नं: छत्रपती सोसायटी , रोड नं: कोपरी कॉलनी ठाणे पु , महाराष्ट्र, ठाणे. पिन कोड:-400603 पॅन नं:-AARPH0956P 2): नाव:-रेशमा मनोहर हुकमानी वय:-63; पत्ता:-प्लॉट नं: ए/9, माळा नं: 1 ला मजला , इमारतीचे नाव: राजदीप बिल्डिंग , ब्लॉक नं: छत्रपती सोसायटी , रोड नं: कोपरी कॉलनी ठाणे पु , महाराष्ट्र, ठाणे. पिन कोड:-400603 पॅन नं:-ABDPH0389P 3): नाव:-मयूर मनोहर हुकमानी वय:-32; पत्ता:-प्लॉट नं: ए/9, माळा नं: 1 ला मजला , इमारतीचे नाव: राजदीप बिल्डिंग , ब्लॉक नं: छत्रपती सोसायटी , रोड नं: कोपरी कॉलनी ठाणे पु , महाराष्ट्र, ठाणे. पिन कोड:-400603 पॅन नं:-AEOPH8280F
(9) दस्तऐवज करून दिल्याचा दिनांक	27/09/2023
(10) दस्त नोंदणी केल्याचा दिनांक	27/09/2023
(11) अनुक्रमांक,खंड व पृष्ठ	23681/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	700000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

सह दुय्यम निबंधक बर्ग - २
ठाणे क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निबडलेला अनुच्छेद :- : (I) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



- ३) सी.सी. टिक्की, सोलार वॉटर यंत्रणा, उद्वाहन यंत्रणा कार्यान्वीत ठेवण्याची जबाबदारी विकासकांवर तदनंतर सोसायटी धारकांची राहिल.
४. अग्निशमन विभागाकडील ठामपा/मुअअ/मु/एचआरसी/४६/४६ दि. १३/०९/२०१९ रोजीच्या नाहरकत दाखल्यातील अटी बंधनकारक राहतील.
५. Consent to operate इमारत क्र. I चे वाढीव बांधकामाचे वापर परवान्यापुर्वी सादर करणे आवश्यक.
६. शाळा आरक्षण, सुविधा भुखंड व ॲडीशनल आरजी ठामपाचे नावे झालेले स्वतंत्र ७/१२ उतारे इमारत क्र. I चे वाढीव बांधकामाचे वापर परवान्यापुर्वी सादर करणे आवश्यक.
७. विकासकांनी दि. २२/०७/२०१९ रोजी दाखल केलेले हमी पत्र त्यांचेवर बंधनकारक राहिल.

साधन

"संज्ञर नकाशानुसार बांधकाम न करणे तसेच विकास नियंत्रण नियमावलीनुसार आवश्यक त्या बांधकाम न घेतल बांधकाम वापर करणे, महाराष्ट्र प्रादेशिक व नगर रचना अधिनियमाचे कलम १२ अनुसार दखलनाचा गुन्हा आहे. त्यासाठी जास्तीत जास्त ३ वर्षे कैद व रु. ५०००/- दंड होऊ शकतो"

As set certificated completion plan is returned herewith

Office No.:

Office Stamp.:

Date.:



Yours Faithfully

Executive Engineer
Town Development Department
Municipal Corporation of
The City of Thane



- Copy to
- 1) Collector of Thane
 - 2) Dy. Mun. Commissioner
 - 3) E.E. (water Works) TMC
 - 4) Assessor Tax Dept. TMC
 - 5) Vigilance Dept. T.D.D. TMC

टन न - २

दस्त क्रमांक २३६८७/२०२३

५१ / ३३६

ANNEXURE-H4



Certificate No.:- 1601

THANE MUNICIPAL CORPORATION, THANE
(Regulation No. 37)

Occupancy Certificate

Building No. S- Basement + Podium + Gr.Pt. + St. Pt. + 1st to 26th floor Only

V.P. No. 2003/27 TMC/TDD /OCC/0745/19 Date 30/9/2019

To, Jitendra Mukadam (Architect)
Plot No.45, Gr. Floor, Pooja Apt.,
Brahmin Soc., Naupada, Thane (w)
M/s Shri Viraj Enterprises

Sub - Occupation Certificate for Building As above

Ref. V.P. No. Old V.P No. 2003/27 New VP No. S04/0089/16

Your Letter No.: 3868 dated 29/07/2019

Sir,

The part/full development work/erection/re-erection alteration in / of building / part building no.
As Above situated at Majiwade Road / Street Pokharan rd.1 & 2 Ward No. Sector
No. IV S.No./C.T.S.No./F.P.No. As Below Village Majiwade under the
supervision of Jitendra K. Mukadam Licensed Survey or/Engineer/Structural Engineer/Supervisor/
Architect/Licence No. CA/92/14751 may be occupied on the following conditions.

S.no. 189/1/1(pt), 190 (pt), 191, 192/1 pt, 193/1, 194/2, 4, 202/1, 5, 6 at Village Majiwade

- 1) ठाणे महानगरपालिकेकडून पिण्याच्या पाण्याचा पुरवठा उपलब्धतेनुसार करण्यात येईल
- 2) पाणी पुरवठा व ड्रेनेज विभागाकडून प्रदान करण्यात आलेल्या नाहरकत दाखल्यातील अटी अपणावर बंधनकारक राहतील.

As set certificated completion plan is returned herewith

Office No.	ट न न - २
Office Stamp	दस्त क्रमांक २३ ६८१/२०२३
Date	०० / २३ ९

Yours faithfully

Municipal Corporation of
the city of Thane.

- Copy to
- 1) Collector of Thane
 - 2) Dy. Mun. Commissioner
 - 3) E. E. (Water Works) TMC
 - 4) Assessor Tax Dept. TMC
 - 5) Vigilance Dept. T.D.D., TMC

VIRAJ TOWER

1501A

SCANNED

Receipt (pavli)

74/23681

पावती

Wednesday, September 27, 2023
11:02 AM

Original/Duplicate

नोंदणी क्र.: 39म
Regn.: 39M

गावाचे नाव: माजिबडे
दस्तऐवजाचा अनुक्रमांक: टनन2-23681-2023
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: मनोहर राधाकृष्ण हुकमानी

पावती क्र.: 26203 दिनांक: 27/09/2023

नोंदणी फी ₹. 30000.00
दस्त हाताळणी फी ₹. 2720.00
पृष्ठांची संख्या: 136

एकूण: ₹. 32720.00

आपणास मूळ दस्त, पंचनेल प्रिंट, सूची-२ अंदाजे
11:21 AM ह्या वेळेस मिळेल.


Joint Sub Registrar Thane 2

सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. ३

बाजार मूल्य: ₹.8764768.016 /-
मोबदला ₹.10000000/-
भरलेले मुद्रांक शुल्क : ₹. 700000/-

- 1) देयकाचा प्रकार: DHC रकम: ₹.720/-
डीडी/घनादेश/पि ऑर्डर क्रमांक: 0923136816022 दिनांक: 27/09/2023
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: ₹.2000/-
डीडी/घनादेश/पि ऑर्डर क्रमांक: 0923138515952 दिनांक: 27/09/2023

VIRAJ TOWER

1501B

SCANNED

Receipt (pavli)

74/23682

पावती

Wednesday, September 27, 2023
11:04 AM

Original/Duplicate

नोंदणी क्र.: 39म
Regn.: 39M

गावाचे नाव: माजिबडे
दस्तऐवजाचा अनुक्रमांक: टनन2-23682-2023
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: मनोहर राधाकृष्ण हुकमानी

पावती क्र.: 26204 दिनांक: 27/09/2023

नोंदणी फी ₹. 30000.00
दस्त हाताळणी फी ₹. 2720.00
पृष्ठांची संख्या: 136

एकूण: ₹. 32720.00

आपणास मूळ दस्त, पंचनेल प्रिंट, सूची-२ अंदाजे
11:23 AM ह्या वेळेस मिळेल.


Joint Sub Registrar Thane 2

सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. ३

बाजार मूल्य: ₹.39208794.692 /-
मोबदला ₹.40000000/-
भरलेले मुद्रांक शुल्क : ₹. 2800000/-

- 1) देयकाचा प्रकार: DHC रकम: ₹.720/-
डीडी/घनादेश/पि ऑर्डर क्रमांक: 0923132415894 दिनांक: 27/09/2023
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: ₹.2000/-

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this 27th day of September in the Christian Year Two Thousand Twenty Three BETWEEN M/S. SHREE VIRAJ ENTERPRISES, PAN: ABJFS0787Q, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai - 400 002 and administrative office at Raunak Group, Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (West) - 400607, hereinafter referred to as 'the PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm M/s. Shree Viraj Enterprises, survivor or survivors of them and their respective heirs, executors, administrators & assigns of such last survivor) of the One Part

AND MANOHAR RADHAKISHAN HUKMANI PAN AARPH0956P, RESHMA MANOHAR HUKMANI PAN ABDPH0389P & MAYUR MANOHAR HUKMANI PAN AEOPH8280F having their address at A/9, 1st Floor, Rajdeep Building, Chhatrapati Society, Kopri Colony, Thane (E), 400 603 hereinafter referred to as 'the ALLOTTEES' (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the Other Part :

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them

- i. The singular wherever used shall include plural and vice-versa
- ii. The masculine gender used herein shall include feminine and/or neuter gender wherever applicable.

WHEREAS one M/s. Devidayal Industries Ltd. (formerly known as Devidayal Electronics and Wires Ltd. and hereinafter referred to as 'the said DIL') was seized and possessed of and/or otherwise well & sufficiently entitled to all those pieces or parcels of land situate, lying & being at village Majiwade, Taluka & Dist. Thane together with structures standing thereon & more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said Larger property');

AND WHEREAS the said DIL availed various credit facilities from the Bank of Baroda, Canara Bank, Indian bank & Vijaya Bank in Consortium by mortgaging the said Larger property as well as hypothecating the plant & machinery;

AND WHEREAS the said DIL was under lock-out since 02/12/1997. The said DIL was declared sick by the Competent Authority in accordance with the provisions of Sick Industrial Companies (Special Provisions) 1985. The said DIL

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दस्तावेज क्रमांक २३६८२ / २०२३

३ / २३ ए

Devidayal

RM Hukmani



27/09/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 23682/2023

नोंदणी :

Regn:63m

गावाचे नाव : माजिवडे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	40000000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	39208794.692
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :सदनिका नं: 1501बी, माळा नं: 15वा मजला, इमारतीचे नाव: विराज टॉवर, ब्लॉक नं: माजिवडे, रोड नं: पोखरण रोड नं.2,ठाणे, इतर माहिती: क्षेत्र 2323.00 चौ.फुट कार्पेट + 140.00 चौ.फुट बाल्कनी(क्षेत्र 215.81 चौ.मी+ 13.01 चौ.मी बाल्कनी)तीन कारपार्किंग सह(विभाग क्र. 6/24/3ई/4) ((Survey Number : 192/1P ;))
(5) क्षेत्रफळ	1) 2463 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. श्री विराज इंटरप्राईजेस तर्फे भागीदार श्री राजन एन बांदेलकर यांचे कु.मु. म्हणून श्री रौनक राजन बांदेलकर यांचे तर्फे कु.मु. म्हणून श्री शरद आर घुगे वय:-45; पत्ता:-प्लॉट नं: 1, माळा नं: -, इमारतीचे नाव: रौनक ग्रुप, मोहन मिल कंपाउंड, ब्लॉक नं: नेक्स्ट टू ऑडी ठाणे, रोड नं: जी.बी.रोड,ठाणे (प), महाराष्ट्र, ठाणे. पिन कोड:-400607 पॅन नं:-ABJFS0787Q
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-मनोहर राधाकृष्ण हुकमानी वय:-64; पत्ता:-प्लॉट नं: ए/9, माळा नं: 1 ला मजला , इमारतीचे नाव: राजदीप बिल्डिंग , ब्लॉक नं: छत्रपती सोसायटी , रोड नं: कोपरी कॉलनी ठाणे पु , महाराष्ट्र, ठाणे. पिन कोड:-400603 पॅन नं:-AARPH0956P 2): नाव:-रेश्मा मनोहर हुकमानी वय:-63; पत्ता:-प्लॉट नं: ए/9, माळा नं: 1 ला मजला , इमारतीचे नाव: राजदीप बिल्डिंग , ब्लॉक नं: छत्रपती सोसायटी , रोड नं: कोपरी कॉलनी ठाणे पु , महाराष्ट्र, ठाणे. पिन कोड:-400603 पॅन नं:-ABDPH0389P 3): नाव:-मयूर मनोहर हुकमानी वय:-32; पत्ता:-प्लॉट नं: ए/9, माळा नं: 1 ला मजला , इमारतीचे नाव: राजदीप बिल्डिंग , ब्लॉक नं: छत्रपती सोसायटी, रोड नं: कोपरी कॉलनी ठाणे पु, महाराष्ट्र, ठाणे. पिन कोड:-400603 पॅन नं:-AEOPH8280F
(9) दस्तऐवज करून दिल्याचा दिनांक	27/09/2023
(10) दस्त नोंदणी केल्याचा दिनांक	27/09/2023
(11) अनुक्रमांक, खंड व पृष्ठ	23682/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	2800000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

(Signature)
सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



amount together with interest thereon to the Consortium Banks, the said Unnathi lodged the said Order cum Conveyance of the said property with the office of Sub-Registrar of Assurances at Thane under Sr. No.1699 on 19/03/2003.

AND WHEREAS the said Unnathi had through their Architects, M/s. Sakar & Abhikalpan, prepared plans in the name of the said DIL and submitted the same for sanction to the Municipal Corporation of the city of Thane (hereinafter referred to as 'the Corporation') the layout and building plans providing therein construction of cluster of buildings. The Corporation sanctioned the said building plans vide V.P. No.2003/27 and issued Commencement Certificate in respect thereof on 25/02/2003;

AND WHEREAS the District Collector, Thane by his Order No.Rev./K-1/TE.1/NAP/SR-31/2003 dated 22/05/2003 granted permission for N.A. use of the said Larger property. An authenticated copy whereof is annexed hereto & marked as **Annexure 'E'**;

AND WHEREAS by an Agreement dated 30/05/2003, made between the said Unnathi therein referred to as the Owners of the one part and one M/s. Gold Gerg Finance Pvt. Ltd. therein referred to as the Developers of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein, the right and authority to develop and construct nine buildings which are marked with letters A1, F1, F2, F3, C1, C2, C3, D & K on the plan thereto annexed on a portion of the said Larger property for the consideration and upon the terms and conditions therein contained. The said Agreement dated 30/05/2003 is registered with the office of Sub-Registrar of Assurances at Thane under serial No.3519/2003 on 30/05/2003;

AND WHEREAS pursuant to the said Agreement dated 30/05/2003, the said Unnathi granted Power of Attorney of even date in favour of the nominees of the said M/s. Gold Gerg Finance Pvt. Ltd. in order to enable them to carry out the development of the portion of the said Larger property. The said Power of Attorney dated 30/05/2003 is registered with the office of Sub-Registrar of Assurances at Thane under serial No.255 on 30/05/2003;

AND WHEREAS by Order bearing No.ULC/TA/TE.1/ Majiwade/SR-319 dated 22/10/2003 under Sec.8(4) of the Urban Land (Ceiling & Regulations) Act, 1976, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared that the said Unnathi do not hold any surplus land out of the said Larger property. An authenticated copy whereof is annexed hereto and marked as **Annexure 'F'**;

AND WHEREAS by an Agreement dated 11/03/2004, made between the said Unnathi therein referred to as the Owners of the one part and one M/s. Swastik Builders therein referred to as the Developer of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein, the right and authority to develop and construct one building with right to consume and utilize 8,312 sq. ft. only, which is marked with letter 'S' on the plan thereto annexed on a portion of the said property for the consideration and upon the terms and conditions therein contained. The said Agreement dated 11/03/2004 is registered with the office of

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could not be re-habilitated & therefore, the Competent Authority i.e. Board of Industrial & Financial Reconstruction (BIFR) recommended to the Hon'ble High Court regarding winding up of the said DIL;

AND WHEREAS in the meantime, since the said DIL could not repay the dues, the consortium banks filed four separate petitions in the Hon'ble Debt Recovery Tribunal at Mumbai (hereinafter referred to as 'the said DRT') against the said DIL and the guarantors for recovery of debts. Since the said DIL neither could make nor was in a position to make the payment of debts of the said consortium banks, the said Bank of Baroda being a lead bank moved an application for sale of securities and the said DRT allowed their application vide Order dated 17/12/2002. An authenticated copy whereof is annexed hereto & marked as **Annexure 'A'**;

AND WHEREAS upon an application dated 26/12/2002 being filed by the said DIL for seeking closure permission under section 25-0(1) of the Industrial Disputes Act, 1947, the Hon'ble Commissioner of Labour granted the DIL's application of closure vide its order dated 24/01/2003;

AND WHEREAS as per the terms of the said Order dated 17/12/2002, the properties described in Annexure 'A' to the application moved by the said Bank of Baroda were sold to M/s. Unnathi Enterprises (hereinafter referred to as 'the said Unnathi'), a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, and the properties described in Annexure 'B' to the application moved by the said Bank of Baroda were sold to M/s. Pushtida Investment Pvt. Ltd.;

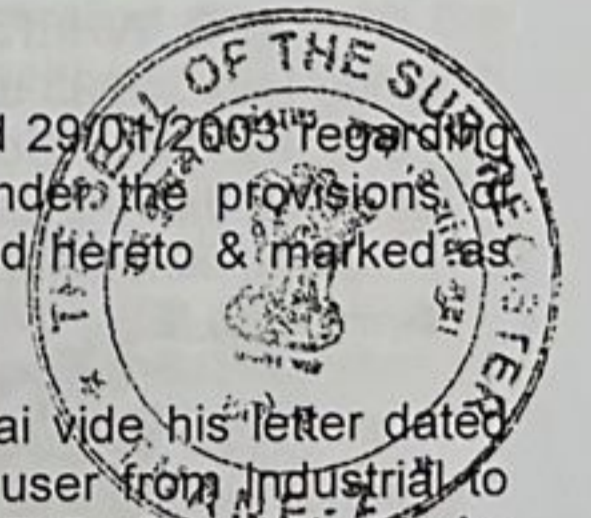
AND WHEREAS pursuant to the said Order dated 17/12/2002, the said Unnathi paid the entire amount along with interest thereon to the Consortium banks as per the terms of the said order dated 17/12/2002. The said Unnathi also made payments to the workers of the said DIL as per the said order dated 17/12/2002;

AND WHEREAS the said DIL obtained the revised order dated 03/01/2003 from the Competent Authority, Thane under the provisions of Section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as 'the Ceiling Act'). An authenticated copy whereof is annexed hereto & marked as **Annexure 'B'**;

AND WHEREAS the said DIL obtained order dated 29/01/2003 regarding redevelopment from the Competent Authority, Thane under the provisions of Section 22 of the Ceiling Act. A copy whereof is annexed hereto & marked as **Annexure 'C'**;

AND WHEREAS the Director of Industries, Mumbai vide his letter dated 06/02/2003 granted NOC to the said DIL for change of user from Industrial to residential & commercial subject to provisions of the D.C. Regulations. An authenticated copy whereof is annexed hereto & marked as **Annexure 'D'**;

AND WHEREAS as per the terms of the said Order dated 17/12/2002, upon making the entire payment to the Consortium Banks, the said Order operated as a conveyance of the said Larger property in favour of the said Unnathi and in pursuance thereof, since the said Unnathi having paid the entire



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JMFCSL, the Promoters have created mortgage in respect of the said property and all the units constructed and/or to be constructed thereon in favour of the said JMFCSL. The said Mortgage Deed dated 01/10/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.14828/2019

AND WHEREAS the Promoters have entered into standard agreement with Shri Jitendra Mukadam, Architects & Interior Designers, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a Structural Engineer, Mr. R.C. Tipnis, for the preparation of the structural design and drawings of the said buildings and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said buildings;

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter's Architect, Shri Jitendra Mukadam, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules & regulations made there under;

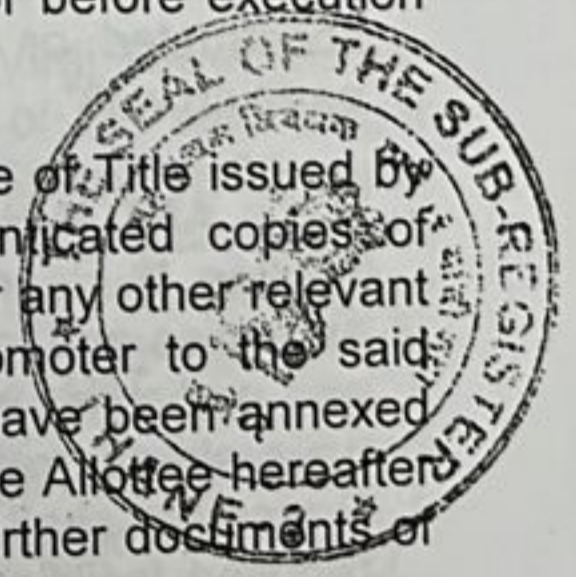
AND WHEREAS the Promoters have registered the Project namely VIRAJ TOWER under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act"), with Real Estate Regulatory Authority at Mumbai on 14/08/2017 under No. P51700005880. An authenticated copy thereof is annexed hereto and marked as **Annexure 'J'**.

AND WHEREAS the Allottee has applied for an Apartment bearing number **1501B** on the **15th** floor, (hereinafter collectively referred to as the said "Apartment") in the Building called **Viraj Tower** (as per Municipal Sanction Bldg No.'S') (herein after referred to as the said "Building") constructed by the Promoters on the said Property.

AND WHEREAS the Promoters have, prior to the execution of these presents, obtained written NOC dated 25/8/2023 from the said JMFCSL in respect of the sale of the said Apartment to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said property on which the said buildings are to be constructed have been annexed hereto and marked as **Annexure 'K'**, and **'L'** respectively. The Allottee hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Promoters' right of development.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'M'**.



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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this ^{27th} day of ~~September~~ in the Christian Year Two Thousand Twenty Three BETWEEN M/S. SHREE VIRAJ ENTERPRISES, PAN: ABJFS0787Q, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai - 400 002 and administrative office at Raunak Group, Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (West) - 400607, hereinafter referred to as 'the PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm M/s. Shree Viraj Enterprises, survivor or survivors of them and their respective heirs, executors, administrators & assigns of such last survivor) of the One Part

AND MANOHAR RADHAKISHAN HUKMANI PAN AARPH0956P, RESHMA MANOHAR HUKMANI PAN ABDPH0389P & MAYUR MANOHAR HUKMANI PAN AEOPH8280F having their address at A/9, 1st Floor, Rajdeep Building, Chhatrapati Society, Kopri Colony, Thane (E), 400 603 hereinafter referred to as 'the ALLOTTEES' (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the Other Part :

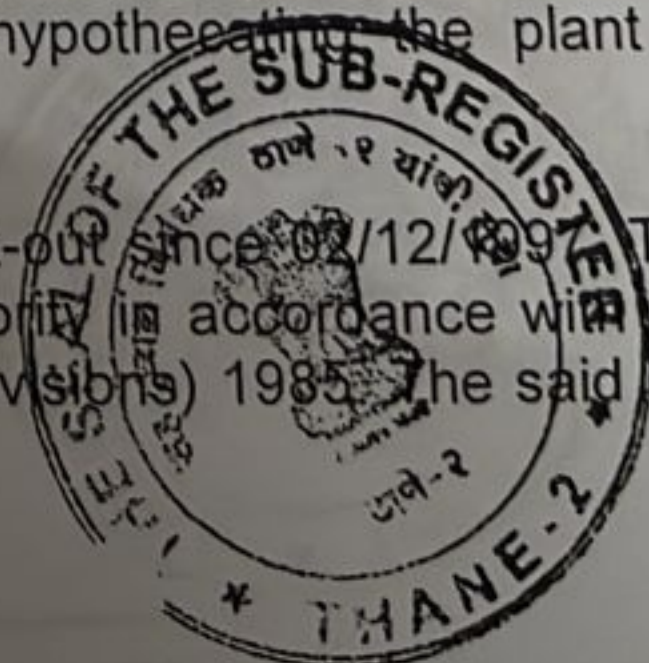
In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neuter gender wherever applicable.

WHEREAS one M/s. Devidayal Industries Ltd. (formerly known as Devidayal Electronics and Wires Ltd. and hereinafter referred to as 'the said DIL') was seized and possessed of and/or otherwise well & sufficiently entitled to all those pieces or parcels of land situate, lying & being at village Majiwade, Taluka & Dist. Thane together with structures standing thereon & more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said Larger property');

AND WHEREAS the said DIL availed various credit facilities from the Bank of Baroda, Canara Bank, Indian bank & Vijaya Bank in Consortium by mortgaging the said Larger property as well as hypothecating the plant machinery;

AND WHEREAS the said DIL was under lock-out since 02/12/2009 the said DIL was declared sick by the Competent Authority in accordance with the provisions of Sick Industrial Companies (Special Provisions) 1985. The said



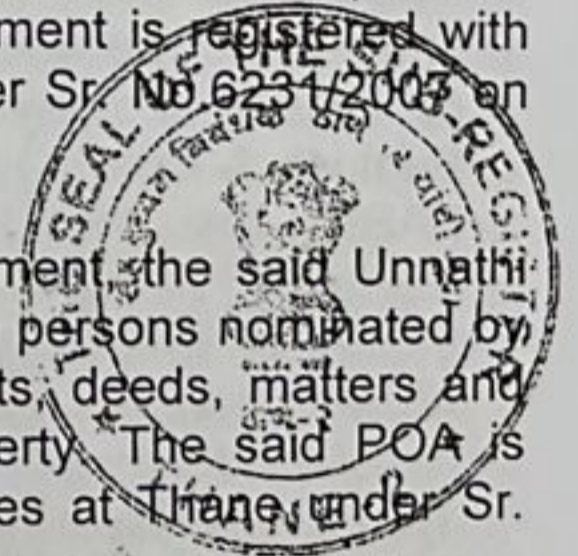
Sub-Registrar of Assurances at Thane under serial No.5138/2004 on 30/06/2004;

AND WHEREAS the said Unnathi &/or others have, from time to time, put up phase wise construction on the said Larger property and constructed the buildings thereon by phases. In the First Phase, the said Unnathi, the said M/s. Gold Gerg Finance Pvt. Ltd. & M/s. Swastik Builders have, in accordance with their respective sanctioned plan, constructed in the aggregate 18 buildings i.e. 8 buildings by the said Unnathi, 9 buildings by the said M/s. Gold Gerg Finance Pvt. Ltd. and one building by M/s. Swastik Builders respectively on the portion shown on the plan annexed hereto & marked as Annexure 'G' by Green, Brown and Yellow lines respectively and also obtained Occupation Certificates in respect of all 18 buildings and have also handed over possession of the Apartments and premises constructed therein to various respective Allottees thereof. The portion shown by Black lines on the plan annexed as Annexure 'G' being the Second Phase of development and accordingly, the said Unnathi have constructed 6 buildings completely and 7th and 8th buildings upto 5th Floors and the remaining floors of the said 7th and 8th Buildings i.e. from 6th floor to 22nd floor have been constructed by the Promoters herein on the portion shown on the plan annexed hereto and marked as Annexure 'G' by hatched lines and bounded by thick line according to the sanctioned plans and also obtained Occupation Certificates in respect of all 8 buildings and have also handed over possession of the Apartments and premises constructed therein to various respective Allottees thereof. In the third phase of development, the Promoters became entitled to construct one Building known as Viraj Tower on the portion of the said Larger property (hereinafter referred to as 'the said Property' and more particularly described in the Second Schedule hereunder written) in accordance with the plan sanctioned from time to time.

AND WHEREAS by and under an Agreement dated 23/08/2007 (hereinafter referred to as 'the said Agreement') entered into between the said Unnathi therein referred to as the Owners of the one part and the Promoters herein therein referred to as the Developers of the other part, the Owners therein agreed to entrust and grant to the Developers therein and the Developers therein agreed to acquire and accept from the Owners therein the right to use and consume the FSI in the form of TDR in respect of the said Larger property, to be brought by the Developers on the said property more particularly described in the Second Schedule thereunder written at or for the consideration and upon the terms and conditions contained therein. The said Agreement is registered with the office of Sub Registrar of Assurances at Thane under Sr. No.6231/2007 on 23/08/07.

AND WHEREAS in pursuance of the said Agreement the said Unnathi executed Power of Attorney of even date in favour of the persons nominated by the Promoters in order to enable them to do all the acts, deeds, matters and things in respect of the development of the said property. The said POA is registered with the office of Sub Registrar of Assurances at Thane under Sr. No.767/07 on 23/08/07.

AND WHEREAS by and under Deed of Transfer of Development Rights dated 24/08/2007 (hereinafter referred to as 'the said first Deed') made and entered into between the said Unnathi therein referred to as the Transferors of the one part and the Promoters herein therein referred to as the Transferees of



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amount together with interest thereon to the Consortium Banks, the said Unnathi lodged the said Order cum Conveyance of the said property with the office of Sub-Registrar of Assurances at Thane under Sr. No.1699 on 19/03/2003.

AND WHEREAS the said Unnathi had through their Architects, M/s. G. & Abhikalpan, prepared plans in the name of the said DIL and submitted same for sanction to the Municipal Corporation of the city of Thane (hereinafter referred to as 'the Corporation') the layout and building plans providing for construction of cluster of buildings. The Corporation sanctioned the said building plans vide V.P. No.2003/27 and issued Commencement Certificate in respect thereof on 25/02/2003;

AND WHEREAS the District Collector, Thane by his Order No.Rev.1/TE.1/NAP/SR-31/2003 dated 22/05/2003 granted permission for N.A. use of the said Larger property. An authenticated copy whereof is annexed hereto marked as **Annexure 'E'**;

AND WHEREAS by an Agreement dated 30/05/2003, made between the said Unnathi therein referred to as the Owners of the one part and one M/s. Gold Gerg Finance Pvt. Ltd. therein referred to as the Developers of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein, the right and authority to develop and construct nine buildings which are marked with letters A1, F1, F2, F3, C1, C2, C3, D & K on the plan thereto annexed on a portion of the said Larger property for the consideration and upon the terms and conditions therein contained. The said Agreement dated 30/05/2003 is registered with the office of Sub-Registrar of Assurances at Thane under serial No.3519/2003 on 30/05/2003;

AND WHEREAS pursuant to the said Agreement dated 30/05/2003, the said Unnathi granted Power of Attorney of even date in favour of the nominees of the said M/s. Gold Gerg Finance Pvt. Ltd. in order to enable them to carry out the development of the portion of the said Larger property. The said Power of Attorney dated 30/05/2003 is registered with the office of Sub-Registrar of Assurances at Thane under serial No.255 on 30/05/2003;

AND WHEREAS by Order bearing No.ULC/TA/TE.1/ Majiwade/SR-319 dated 22/10/2003 under Sec.8(4) of the Urban Land (Ceiling & Regulations) Act, 1976, the Addl. Collector & Competent Authority, Thane Urban Agglomeration declared that the said Unnathi do not hold any surplus land out of the said Larger property. An authenticated copy whereof is annexed hereto and marked as **Annexure 'F'**;

AND WHEREAS by an Agreement dated 11/03/2004, made between the said Unnathi therein referred to as the Owners of the one part and one M/s. Swastik Builders therein referred to as the Developer of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein, the right and authority to develop and construct one building with right to consume and utilize 8,312 sq. ft. only, which is marked with letter 'S' on the plan thereto annexed on a portion of the said property for the consideration and upon the terms and conditions therein contained. The said Agreement dated 11/03/2004 is registered with the office of

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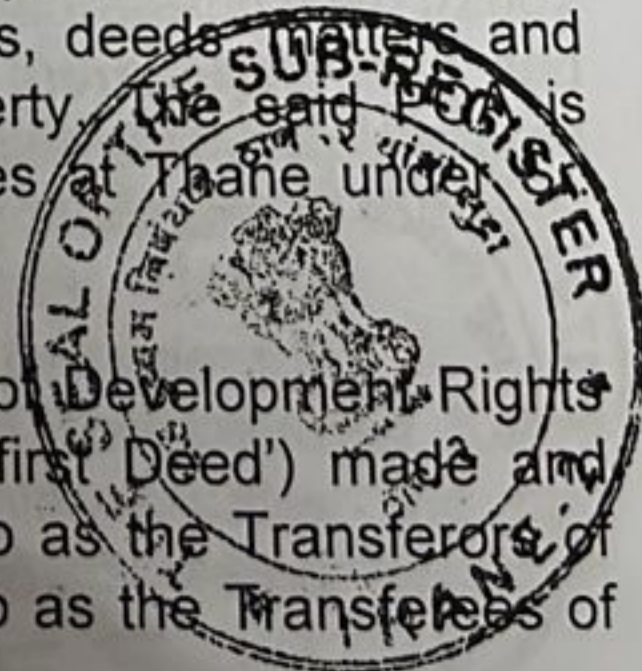
Sub-Registrar of Assurances at Thane under serial No.5138/2004 on 30/06/2004;

AND WHEREAS the said Unnathi &/or others have, from time to time, put up phase wise construction on the said Larger property and constructed the buildings thereon by phases. In the First Phase, the said Unnathi, the said M/s. Gold Gerg Finance Pvt. Ltd. & M/s. Swastik Builders have, in accordance with their respective sanctioned plan, constructed in the aggregate 18 buildings i.e. 8 buildings by the said Unnathi, 9 buildings by the said M/s. Gold Gerg Finance Pvt. Ltd. and one building by M/s. Swastik Builders respectively on the portion shown on the plan annexed hereto & marked as Annexure 'G' by Green, Brown and Yellow lines respectively and also obtained Occupation Certificates in respect of all 18 buildings and have also handed over possession of the Apartments and premises constructed therein to various respective Allottees thereof. The portion shown by Black lines on the plan annexed as Annexure 'G' being the Second Phase of development and accordingly, the said Unnathi have constructed 6 buildings completely and 7th and 8th buildings upto 5th Floors and the remaining floors of the said 7th and 8th Buildings i.e. from 6th floor to 22nd floor have been constructed by the Promoters herein on the portion shown on the plan annexed hereto and marked as Annexure 'G' by hatched lines and bounded by thick line according to the sanctioned plans and also obtained Occupation Certificates in respect of all 8 buildings and have also handed over possession of the Apartments and premises constructed therein to various respective Allottees thereof. In the third phase of development, the Promoters became entitled to construct one Building known as Viraj Tower on the portion of the said Larger property (hereinafter referred to as 'the said Property' and more particularly described in the Second Schedule hereunder written) in accordance with the plan sanctioned from time to time.

AND WHEREAS by and under an Agreement dated 23/08/2007 (hereinafter referred to as 'the said Agreement') entered into between the said Unnathi therein referred to as the Owners of the one part and the Promoters herein therein referred to as the Developers of the other part, the Owners therein agreed to entrust and grant to the Developers therein and the Developers therein agreed to acquire and accept from the Owners therein the right to use and consume the FSI in the form of TDR in respect of the said Larger property, to be brought by the Developers on the said property more particularly described in the Second Schedule thereunder written at or for the consideration and upon the terms and conditions contained therein. The said Agreement is registered with the office of Sub Registrar of Assurances at Thane under Sr. No.6231/2007 on 23/08/07.

AND WHEREAS in pursuance of the said Agreement, the said Unnathi executed Power of Attorney of even date in favour of the persons nominated by the Promoters in order to enable them to do all the acts, deeds, matters and things in respect of the development of the said property. The said Power of Attorney is registered with the office of Sub Registrar of Assurances at Thane under No.767/07 on 23/08/07.

AND WHEREAS by and under Deed of Transfer of Development Rights dated 24/08/2007 (hereinafter referred to as 'the said first Deed') made and entered into between the said Unnathi therein referred to as the Transferors of the one part and the Promoters herein therein referred to as the Transferees of



could not be re-habilitated & therefore, the Competent Authority i.e. Board of Industrial & Financial Reconstruction (BIFR) recommended to the Hon'ble High Court regarding winding up of the said DIL;

AND WHEREAS in the meantime, since the said DIL could not repay the dues, the consortium banks filed four separate petitions in the Hon'ble Debt Recovery Tribunal at Mumbai (hereinafter referred to as 'the said DRT') against the said DIL and the guarantors for recovery of debts. Since the said DIL neither could make nor was in a position to make the payment of debts of the said consortium banks, the said Bank of Baroda being a lead bank moved an application for sale of securities and the said DRT allowed their application vide Order dated 17/12/2002. An authenticated copy whereof is annexed hereto & marked as **Annexure 'A'**;

AND WHEREAS upon an application dated 26/12/2002 being filed by the said DIL for seeking closure permission under section 25-0(1) of the Industrial Disputes Act, 1947, the Hon'ble Commissioner of Labour granted the DIL's application of closure vide its order dated 24/01/2003;

AND WHEREAS as per the terms of the said Order dated 17/12/2002, the properties described in Annexure 'A' to the application moved by the said Bank of Baroda were sold to M/s. Unnathi Enterprises (hereinafter referred to as 'the said Unnathi'), a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, and the properties described in Annexure 'B' to the application moved by the said Bank of Baroda were sold to M/s. Pushtida Investment Pvt. Ltd.;

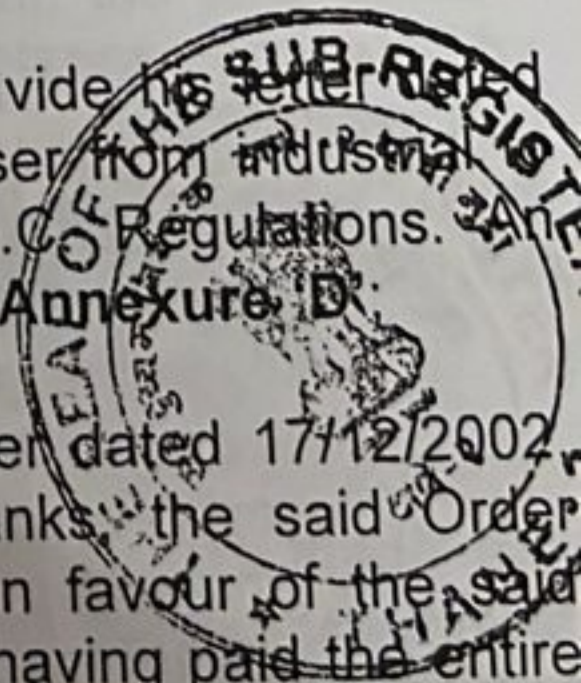
AND WHEREAS pursuant to the said Order dated 17/12/2002, the said Unnathi paid the entire amount along with interest thereon to the Consortium banks as per the terms of the said order dated 17/12/2002. The said Unnathi also made payments to the workers of the said DIL as per the said order dated 17/12/2002;

AND WHEREAS the said DIL obtained the revised order dated 03/01/2003 from the Competent Authority, Thane under the provisions of Section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as 'the Ceiling Act'). An authenticated copy whereof is annexed hereto & marked as **Annexure 'B'**;

AND WHEREAS the said DIL obtained order dated 29/01/2003 regarding redevelopment from the Competent Authority, Thane under the provisions of Section 22 of the Ceiling Act. A copy whereof is annexed hereto & marked as **Annexure 'C'**;

AND WHEREAS the Director of Industries, Mumbai vide his letter dated 06/02/2003 granted NOC to the said DIL for change of user from industrial residential & commercial subject to provisions of the D.C. Regulations. An authenticated copy whereof is annexed hereto & marked as **Annexure 'D'**.

AND WHEREAS as per the terms of the said Order dated 17/12/2002 upon making the entire payment to the Consortium Banks, the said Order operated as a conveyance of the said Larger property in favour of the said Unnathi and in pursuance thereof, since the said Unnathi having paid the entire



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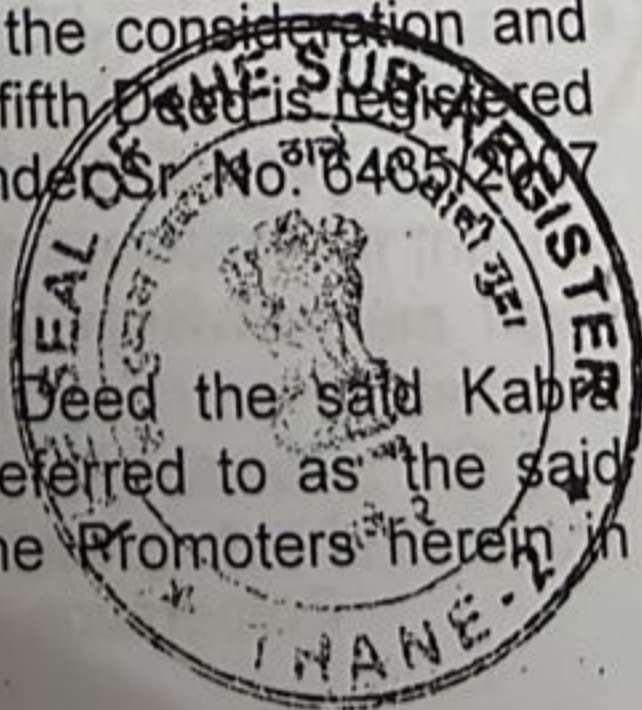
AND WHEREAS in pursuance of the said third Deed the said Kabra executed Power of Attorney of even date (hereinafter referred to as 'the said Second POA') in favour of the persons nominated by the Promoters herein to enable them to do all the acts, deeds, matters and things contained therein The said Second POA is registered with the office of Sub Registrar of Assurances at Thane under Sr.No.796/07 on 31/08/07;

AND WHEREAS by and under Deed of Transfer of Development Rights dated 31/08/2007 (hereinafter referred to as 'the said fourth Deed') made and entered into between SANTOSH MADAN PATIL & 35 OTHERS (hereinafter referred to as 'the said Santosh & Others'), through their constituted attorney SHRI RAJESH KABRA, therein referred to as the Transferors of the first part, the said Kabra therein referred to as the Confirming party of the second part and the Promoters herein therein referred to as the Transferees of the third part, the Transferors therein, with the consent and knowledge of the Confirming Party therein, granted, sold, transferred, conveyed and assured unto the Transferees therein and the Transferees therein purchased and acquired from the Transferors therein TDR admeasuring 1070 sq. mtrs out of 17,140 sq. mtrs issued by the Corporation under DRC bearing No.Reservation/047, Folio No.TDR/8/ Garden-5/22/2006/Sector VIII dated 28/02/2007 (hereinafter referred to as 'the said fourth TDR') at or for the consideration and upon the terms and condition contained therein. The said fourth Deed is registered with the office of Sub Registrar of Assurances at Thane under Sr. No.6437/2007 on 31/08/07;

AND WHEREAS in pursuance of the said fourth Deed the said Kabra executed Power of Attorney of even date (hereinafter referred to as 'the said Third POA') in favour of the persons nominated by the Promoters herein to enable them to do all the acts, deeds, matters and things contained therein. The said Third POA is registered with the office of Sub Registrar of Assurances at Thane under Sr.No.798/07 on 31/08/07;

AND WHEREAS by and under Deed of Transfer of Development Rights dated 31/08/2007 (hereinafter referred to as 'the said fifth Deed') made and entered into between 1) MISS DHUN SORABJI KHARAS and 2) SHRI KANCHAND H. NANAVATI (hereinafter referred to as 'the said Kharas & Nanavati'), through their constituted attorney SHRI RAJESH KABRA, therein referred to as the Transferors of the first part, the said Kabra therein referred to as the Confirming party of the second part and the Promoters herein therein referred to as the Transferees of the third part, the Transferors therein, with the consent and knowledge of the Confirming Party therein, granted, sold, transferred, conveyed and assured unto the Transferees therein and the Transferees therein purchased and acquired from the Transferors therein TDR admeasuring 305 sq. mtrs. issued by the Corporation under DRC bearing No. Reservation/043, Folio No.TDR/5/ Garden-8/29/2005/Sector V dated 19/01/2007 (hereinafter referred to as 'the said fifth TDR') at or for the consideration and upon the terms and condition contained therein. The said fifth Deed is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 6485/2007 on 31/08/07;

AND WHEREAS in pursuance of the said fifth Deed the said Kabra executed Power of Attorney of even date (hereinafter referred to as 'the said Fourth POA') in favour of the persons nominated by the Promoters herein in

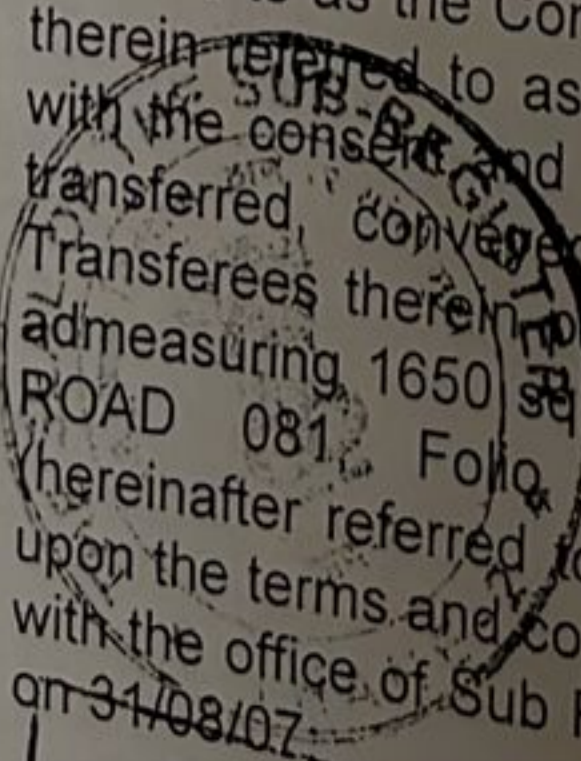


the other part, the Transferors therein granted, sold, transferred, conveyed and assured unto the Transferees therein and the Transferees therein purchased and acquired from the Transferors therein TDR admeasuring 2,244.25 sq. mtrs. out of 3,344.25 sq. mtrs. issued by the Corporation under DRC bearing No. ROAD 092 Folio No. TDR/4/RD/1/2004/Sector IV dated 26/06/2007 (hereinafter referred to as 'the said first TDR') at or for the consideration and upon the terms and condition contained therein. The said first Deed is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 6311/2007 on 27/08/07;

AND WHEREAS by and under Deed of Transfer of Development Rights dated 27/08/2007 (hereinafter referred to as 'the said second Deed') made and entered into between SMT. VATSALA RAJARAM KAVALE & 26 OTHERS (hereinafter referred to as 'the said Kavales'), through their Constituted Attorney SHRI PRAVIN AMIDAS MEHTA therein referred to as the Transferors of the first part, 1) SHRI PRAVIN AMIDAS MEHTA & 2) SHRI NAKUL PRAVIN MEHTA, the Directors of M/S. NESTOR CONSTRUCTION PVT. LTD., therein referred to as the Confirming Parties of the second part and the Promoters herein therein referred to as the Transferees of the third part, the Transferors therein, with the consent and knowledge of the Confirming Parties therein granted, sold, transferred, conveyed and assured unto the Transferees therein and the Transferees therein purchased and acquired from the Transferors therein TDR admeasuring 7,160 sq. mtrs. issued by the Corporation under DRC bearing No. ROAD 097, Folio No. TDR/8/Road/7/2006/Sector VIII dated 16/07/2007 (hereinafter referred to as 'the said second TDR') at or for the consideration and upon the terms and condition contained therein. The said second Deed is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 6305/2007;

AND WHEREAS in pursuance of the said second Deed the said Kavales' executed Power of Attorney of even date (hereinafter referred to as 'the said First POA') in favour of the persons nominated by the Promoters herein to enable them to do all the acts, deeds, matters and things mentioned therein. The said First POA is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 775/07;

AND WHEREAS by and under Deed of Transfer of Development Rights dated 31/08/2007 (hereinafter referred to as 'the said third Deed') made and entered into between SANTOSH MADAN PATIL & 35 OTHERS, through their constituted attorney SHRI RAJESH KABRA, (hereinafter referred to as 'the said Santosh & Others') therein referred to as the Transferors of the first part, M/S KABRA AND ASSOCIATES (hereinafter referred to as 'the said Kabra') therein referred to as the Confirming party of the second part and the Promoters herein therein referred to as the Transferee of the third part, the Transferors therein with the consent and knowledge of the Confirming Party therein, granted, sold, transferred, conveyed and assured unto the Transferees therein and the Transferees therein purchased and acquired from the Transferors therein TDR admeasuring 1650 sq. mtrs. issued by the Corporation under DRC bearing No. ROAD 081, Folio No. TDR/8/RD/21/2006/Sector VIII dated 28/02/2007 (hereinafter referred to as 'the said third TDR') at or for the consideration and upon the terms and condition contained therein. The said third Deed is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 6311/2007 on 31/08/07;



JMFCSL, the Promoters have created mortgage in respect of the said property and all the units constructed and/or to be constructed thereon in favour of the said JMFCSL. The said Mortgage Deed dated 01/10/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.14828/2019

AND WHEREAS the Promoters have entered into standard agreement with Shri Jitendra Mukadam, Architects & Interior Designers, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a Structural Engineer, Mr. R.C. Tipnis, for the preparation of the structural design and drawings of the said buildings and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said buildings;

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter's Architect, Shri Jitendra Mukadam, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules & regulations made there under;

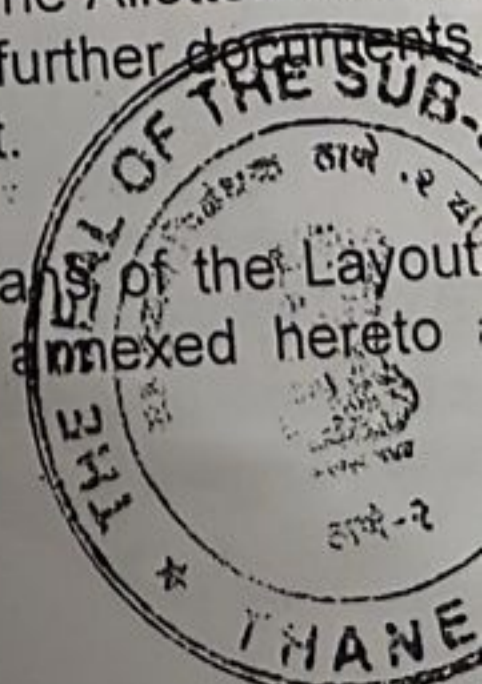
AND WHEREAS the Promoters have registered the Project namely VIRAJ TOWER under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act"), with Real Estate Regulatory Authority at Mumbai on 14/08/2017 under No. P51700005880. An authenticated copy thereof is annexed hereto and marked as Annexure 'J'.

AND WHEREAS the Allottee has applied for an Apartment bearing number 1501A on the 15th floor, (hereinafter collectively referred to as the said "Apartment") in the Building called Viraj Tower (as per Municipal Sanction Bldg No.'S') (herein after referred to as the said "Building") constructed by the Promoters on the said Property.

AND WHEREAS the Promoters have, prior to the execution of these presents, obtained written NOC dated 25/8/2023 from the said JMFCSL in respect of the sale of the said Apartment to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said property on which the said buildings are to be constructed have been annexed hereto and marked as Annexure 'K', and 'L' respectively. The Allottee hereafter shall not be entitled to make any requisition or call for any further documents title of the said property and Promoters' right of development.

AND WHEREAS the authenticated copies of the plans of the Layout approved by the concerned Local Authority have been annexed hereto marked as Annexure 'M'.



[Handwritten signature]

Corporation and issued Commencement Certificate bearing V P. No. 2003/27/TMC/TDD/92 dated 16/05/2008. An authenticated copy whereof is annexed hereto and marked as **Annexure 'H1'**;

AND WHEREAS as per the amended sanction plan, the Promoters became entitled to construct Building No."S" i.e. Viraj Tower (as per municipal sanction Building No.S) comprising of Stilt + 19 upper floors.

AND WHEREAS the Promoters have represented to the Allottee that they had availed credit facility/cash facility/term loan from 1) Housing Development Finance Corporation Ltd. ('the said HDFC'), 2) ICICI Bank Ltd. ('the said ICICI'), 3) NKGSB Co-op. Bank Ltd. ('the said NKGSB') & 4) The Shamrao Vitthal Co-operative Bank Ltd. ('the said Shamrao') and as a security for repayment of the said amount alongwith interest and other money payable whatsoever thereupon, the Promoters had executed various Mortgage Deed in respect of the said property alongwith structures or building standing and/or that shall be constructed thereon upon the terms and conditions mentioned therein. Moreover, the same have been repaid in full and in pursuance thereof the respective banks/financial institution mentioned hereinabove have issued NO DUES CERTIFICATE and/or Re conveyance in respect of the property mortgaged with them. The detailed chart of all the mortgage Deeds executed as well as the Re conveyance Deed and/or the No Dues Certificates are listed out and annexed hereto as **Annexure 'I'**.

AND WHEREAS meanwhile, as per the Government Resolution No.TPS-1214/540/C.R.-88/14/UD-12 dated 28/08/2015, the Promoters became entitled to utilize and consume additional FSI by way of TDR upon the said property by purchasing the same from the Government upon the terms and conditions therein mentioned.

AND WHEREAS in pursuance of the above GR, the Promoters, upon loading such additional FSI/TDR to the extent of 3365 sq. mtrs., submitted revised amended plans in respect of the Buildings to be constructed on the said property to the Corporation and the Corporation has sanctioned the same vide V.P. No.S04/0089/16/TMC/TDD/1814/16 dated 20/05/2016. An authenticated copy whereof is annexed hereto and marked as **Annexure 'H2'**;

AND WHEREAS as per the amended sanction plan, the Promoter became entitled to construct Building to be known as "Viraj Tower" (as per municipal sanction Building No. S) comprising of Stilt + 26 upper floors and (hereinafter referred to as 'the said Building'). The Promoters became entitled to construct a Club House on a portion of 25th floor of the said building and Swimming Pool on a portion of the 26th floor of the said building.

AND WHEREAS the Promoters & others have availed Credit facility/ Term Loan of Rs.70 Crore from JM Financial Credit Solutions Limited. (hereinafter referred to as 'the said JMFCSL') by an Indenture of Mortgage dated 29/06/2017 (hereinafter referred to as 'the said Mortgage Deed dated 29/06/2017') and as security for the repayment of the said amount along with interest & other money that may become due & payable to the said JMFCSL, the Promoters created mortgage in respect of the land bearing S. No.192/1(P) out of the Larger property alongwith structure standing thereon namely Building "S" structure known as "Viraj Tower") being constructed thereon together with a

