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AGREEMENT FOR SALE

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Original नोंदणी ३९ म. Regn. 39 M

पावती

पावती क्र.: 8226

दिनांक 16/10/2010

दस्तऐवजाचा अनुक्रमांक

वदर14 - 08179 -

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दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नावःश्री राधेश्याम इस्पात प्राःलि.तर्फे संचालक संजय कांतीलाल शाह - -

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

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आपणास हा दस्त अंदाजे 6:07PM ह्या वेळेस मिळेल

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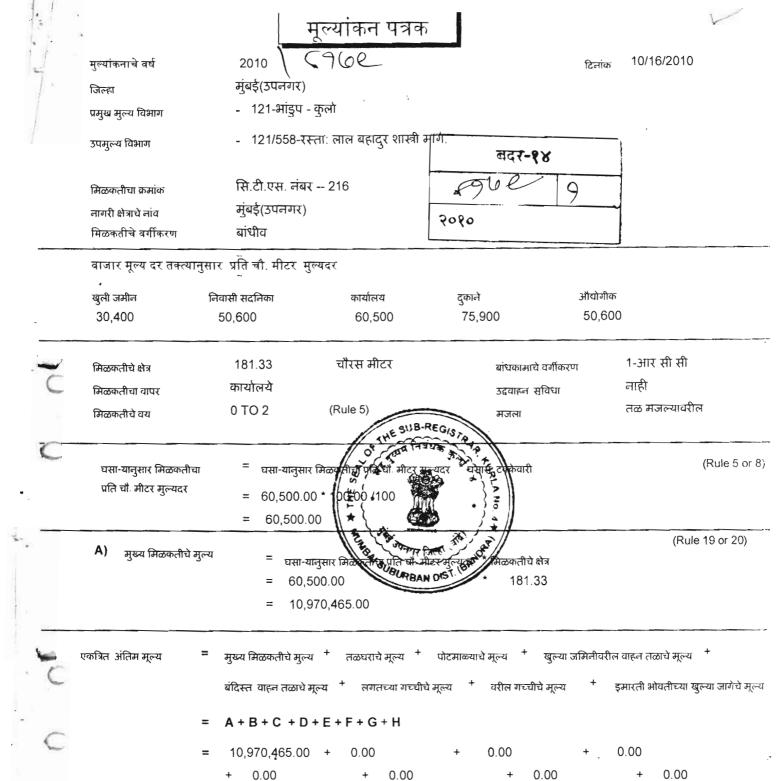
मोबद्रला: 12600000 रे. **प्रंबई** उपनगर जिल्हा.

बाजार मुल्य: 10970465 रु. भरलेले मुद्रांक शुल्क: 630000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे; बॅकेचे नाव व पत्ता: बी ओ आय मुं 80;

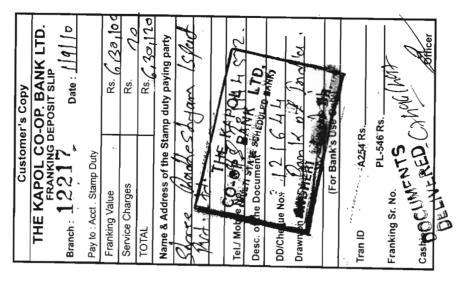
डीडी/घनाकर्ष क्रमांक: 121645; रक्कम: 30000 रू.; दिनांक: 28/08/2010

समात्रोधनाच्या अधिन राहून



10,970,465.00

र्क्ति पुर्वम निबंधक कुलां-४ मुंबई उपनगर जिल्हा.



बदर-१४ 2020

AGREEMENT FOR SALE

6 day of October in the Christian Year THIS AGREEMENT is made at Mumbai this 1 Two Thousand Ten

AXIS REALTY PVT LTD a Company incorpore d under the Companies Act, 1956, Sonawald Road, Goregaon (E) having its registered office at 77 by you Bhavan, Mumbai - 400 063 hereinafter referred to as the Owner (which expression shall unless it be repugnant to the context of the deemed to mean and include its successors and assigns) of the One Part;

SHREE RADHESHYAM ISPAT PUT. LTD.

Add: 409, Ashirwad Bldg., Ahmedabad Shreet Carnac Bunder, Mumbai - 400 009

hereinafter referred to as "the Purchaser" (which expression shall unless it be re to the context or meaning thereof be deemed to mean and include in case of inde his/her/their heirs, executors, administrators, in case of firm, the partner or partners & for the time being of the said firm, the survivor or survivors of them and the

SEP 01 2010

WHEREAS:

- (a) J. B Advani and Company Pvt. Ltd. (being the successor in title of B. Printing Inks Ltd) was absolutely seized and possessed of otherwise well and sufficiently entitled to the land hereditaments and premises at Lai Bahadur Shartig Marg, Bhandup, Mumbai, admeasuring approximately 35,840. If the entire property")
- (b) Under an Indenture of Lease dated the 1st day of August 1998 (figure matter deferred to as "the said Lease"), the J. B Advani and Companies (FANTES LIDER with JBA) Printing Inks Ltd., (hereinafter called "JBA") demised in favour of BASF Industries Private Limited (hereinafter referred to as "BASF") all that piece of land, hereditaments and premises situate lying and being at Lal Bahadare (hashing Marg, Bhandup, Mumbai in the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 9323.625 sq mts or thereabouts bearing CTS No. 216 (part) together with the original structure and additional structures constructed by JBA thereon and more particularly described in the Second Schedule thereunder written (therein and hereinafter for the sake of brevity referred to as "the demised premises") being a portion of the entire property for the term of 2 (two) years commencing from the 1st day of August, 1998 with an option to BASF to renew the said lease for further period or periods and paying therefore during the said term the monthly rent and municipal taxes and on the covenants and conditions as therein contained;
- (c) By an Agreement for Sale dated 29th October 1998 and made between the J. B. Advani & Company Pvt. Ltd. (therein called "JBCL") of the First Part, JBA Printing Inks Limited (therein called JBA) of the Second Part and BASF (therein called BIN) of the Third Part, JBCL and JBA Printing Inks Limited inter alia agreed to sell and transfer unto BASF the printing ink business of JBA situate on the said land hereditaments and premises at L.B.S. Marg, Bhandup, Mumbai and more particularly described in the Second Schedule thereunder written and the movable plant and machinery and other movables lying in the said land hereditaments and premises at or for the consideration and on the terms and conditions therein set out;
- (d) The period under the hereinbefore recited Indenture of Lease dated 1st day of August 1998 expired on 31st July 2000 and by an Indenture of Lease dated 21st day of August 2000 made between J.B Advani and Company Pvt. Ltd. (therein called as "the Lessor") of the One Part and BASF (therein called "the Lessees") of the Other Part, the said Lease dated 1st day of August 1998 was inter alia renewed for a further period of one year at the same rent and on the same terms and conditions as therein contained, which lease expired on 31st July 2001;



- (e) By an Indenture of Lease dated 1st day of August 2001 and made between J. B. Advani & Company Private Limited (therein called the Lessors) of the One Part and BASF (therein called the Lessees) of the Other Part, the said Lease dated 1st day of August 1998 was inter alia renewed for a further of 1st day of August 1998 was inter alia renewed for a further of 1st day of August 1998 was inter alia renewed for a further of 1st day of August 1998 was inter alia renewed for a further of 1st day of 1st da
- By an order dated 20th December 2000 made by the High Could Judicature at Bombay in its Ordinary Original Civil Jurisdiction the Could anctioned the Scheme of Amalgamation whereby the entire business and undertaking of JBA Printing Inks Limited including all the rights, privileges provers and antherities and all properties, moveable and immoveable without an hurther act or deed were deemed to have been transferred or vested in J. B. Advani & Company Private Limited with effect from 1st April 2000 and accordingly J. B. Advani & Company Private Limited became the successors in title of the said JBA Printing Inks Limited:
- (g) J. B. Advani & Company Private Limited made necessary application to the authorities concerned, for proper sub-division of the said entire land described in the First Schedule thereunder written and the same was sanctioned by the Brihan Mumbai Mahanagarpalika vide its Order No.CE/136/BPES/LOS dated 27th August, 2001 and dated 6th November 2001;
- (h) On an Application made to the Appropriate Authority at Bombay under the provisions of Section 269UC of The Income Tax Act, 1961, the Appropriate Authority issued its No Objection Certificate for sale and transfer of all that piece of land (i) admeasuring 8291.36 sq mts bearing C.T.S. No. 216 B (as per city survey records 8300.1 sq.mtrs.) which is shown in red colour being Sub-divided Plot B and (ii) plot admeasuring 427.00 sq mts which is shown in colour Green as per the Municipal approved sub-division plan sanctioned under CE/136/BPES/LOS dated 27th August,2001 and 6th November,2001 being part of Plot C shown thereon and which forms part of C.T.S. Nos. 216 C of village Bhandup, B.S.D. Mumbai situate at L.B.S. Marg, Bhandup (West) including the existing buildings marked as 1,2,3,4 and 5 on the Municipal approved sub-division plan and the MPC hereditaments etc. therein (hereinafter referred to as "the said property") more particularly described in the First Schedule hereunder written at or for the consideration mentioned therein.
- (i) Accordingly, the plot more particularly described in the First Schedule hereunder written and forming part of the said entire property has since then sub-divided as per the municipal sub-division regulations.

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- duly registered with Sub-Registrar, Mumbai under No.BB L 10457/2001 of Book No. I on 21st November, 2001 between J. B. Advani & company Figure therein called Vendors) and BASF (therein called Purchaser) of the other part, the former sold, conveyed and transferred unto and in favour of latter the and property for the consideration and on the terms, conditions and covenants therein contained;
- (k) By and under Conveyance dated 15th May 2006 between BASF (therefor referred to as "the Vendor") of the One Part and the Owner therein referred to as "the Purchaser") of the Other Part and duly registered with the Basistrar Kurla-2 Mumbai Suburban District, under serial No.BDR7/2913/2006 on 15th May 2006, the former sold, transferred and conveyed in favour of the latter the said property for the consideration and on the terms and conditions therein mentioned and more particularly described in the First Schedule written hereunder;
- the Owner is developing the said property by constructing a commercial building thereon;
- (m) the Owner has appointed Architectural Consultants Architects, registered with the MCGM and has appointed Rajeev Shah & Associates as Structural Consultants for the preparation of the structural designs and drawings of the building to be constructed on the Plot described in the First schedule hereunder written ("said Plot") and the Owner accepts the professional supervision of the Architects and the Structural Engineers till the completion of the building to be constructed on the said plot known as FILIX ("said Building");
- (n) the Owner has got the plans, specifications, elevations, sections and other details of the building duly approved and sanctioned from the Municipal Corporation of Greater Mumbai (hereinafter called "the MCGM") and has obtained Commencement Certificate bearing No. CE/111.4/BPES/AS;
- (o) while sanctioning the said plans the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Owner while developing the said property and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the building shall be granted by MCGM;
- (p) the Purchaser demanded from the Owner and the Owner has given inspection to the Purchaser of all the documents relating to the said property, the Approved plans, specifications prepared by the Owner's Architects and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer)



Act, 1963, (hereinafter referred to as "the said Act") and the rules made there under and the Purchaser is fully satisfied with the title of the owner in tespect of the said property and the Owner's right to allot the various premises in the building to be constructed on the said property;

(q) the copy of the Certificate of Title issued by Arjunia M. Chhabne py of the P.

R. Card, copy of the Commencement Certificate and copy of the Planting expects
of the premises agreed to be purchased by the Purchase that been what exed
hereto and marked as Annexure 'A', 'B', 'C' & 'D' respectively;

- (r) It is contemplated by the Owner that the said Building will consist of the following Units:-
 - (i) a basement for car parks, for infrastructural equipments/fac開起字智道
 - (ii) shops/showrooms at ground and first floor level with appurtenant storage in the section of basement,
 - (iii) a banquet hall with pre function area, kitchen and other facilities with appurtenant storage in the section of basement.
 - (iv) restaurant at second floor level;

storage;

- (v) office premises from 4th floor till tenth floor level;
- (vi) level parking facilities at A, B, C & D level;
- (s) the Purchaser applied to the Owner for allotment to the Purchaser of Office/
 Shop/Showroom/Banquet Premises/Restaurant Premises No. 40 Con

 Ath floor in the said building (hereinafter referred to as "the said premises");
- the Owner has agreed to sell and allot to the Purchaser the said premises on Ownership basis and the Purchaser agrees to purchase the same for the total consideration of Rs. 1,26,00000/+ (Rupees One Crose Twenty Six lacs only only) and on the terms and conditions as hereinafter appearing;
- (u) under Section 4 of the said Act, the Owner is required to execute a written Agreement for Sale of the said premises to the Purchaser, being in fact these presents and also to get the same registered under the Indian Registration Act;

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

1. NO VARIATION IN PLANS:

The Owner shall construct the said building known as FILIX on sisting of basement, ground and 10 or more upper floors on the said plot accordance with the plans, designs, specifications approved by the concerned all authority and which have been seen and approved by the Purchases with only such variations and modifications as the Owner may consider the said plot and authority and which have been seen and approved by the Purchases with only such variations and modifications as the Owner may consider the said plot and authority and which have been seen and approved by the Purchases with only such variations and modifications as the Owner may consider the said plot and authority and which have been seen and approved by the Purchases with only such variations and modifications as the Owner may consider the said plot and authority with the said plot a

Provided that the Owner shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the premises of the Purchaser.

2. AGREEMENT:

The Purchaser hereby agrees to purchase from the Owner and the Owner hereby agrees to sell to the Purchaser Office/Shop/Showroom/Banquet Premises/
Restaurant Premises No. 401C of carpet area admeasuring 151.11 Sq. mtrs. equivalent to 1626 Sq.ft. (inclusive of area of balconies, if any) on 4th floor and ______ no. of ear parking space at _____ level admeasuring _____ Sq.mtrs. equivalent to _____ Sq.ft. of carpet area as shown in the floor plan thereof hereto annexed and marked as Annexure "D" in the building known as FILIX (hereinafter referred to as "the said premises") for the price of Rs. 1, 26,0000(-___/- only) including the proportionate price of the "Common areas and facilities" appurtenant to the premises, the nature, extent and common areas and facilities which are more particularly described in the Second Schedule hereunder written.

3. PAYMENT:

3.1. The Purchaser has paid to the Owner a sum of Rs. 20,0000 d- on or before the execution of this agreement and agrees to pay the balance sum of Rs. 106,0000 d- in the following manner:

(i) On Completion of Plinth

Rs. 1150,000 - 1-

(ii) On Completion of 2nd Slab

Rs.12.60.000/- /-

(iii) On Completion of 4th Slab

Rs. 12,60,000/-__/-

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- (iv) On Completion of 7th Slab
- (v) On Completion of 10th Slab
- (vi) On Completion of Terrace Slab
- (vii) On Completion of Brick Work & Plaster
- (viii) On Completion of Lift & façade work
- (ix) On completion of the building and against the Owner offering to hand over possession of the said premises to the Purchaser.

Rs. 12,60,000 - 1

Rs. 12, 60,000 - /-

Rs. 12,60,000/- /

Rs. 12, 60,000 - /-

Rs. 12, 60,000 - /-

Rs. 6, 30,000/-___/

- 3.2. The aforesaid payments shall be made by the Purchaser within 10 days of potice in writing by the Owner to be given as hereinafter mentioned.
- 3.3. Without prejudice to the Owner's other rights under this agreement and/or in law, the Purchaser agrees to pay to the Owner an interest at the rate of 18% per annum on all the amounts which become due and payable by the Purchaser to the Owner under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Owner until the date such outstanding amount is received by the Owner.

4. OBLIGATIONS OF OWNER:

4.1. The Owner has commenced the construction of the same building in accordance with the plans, designs, specifications that may be approved by the MCGM and with only such variations and modifications as the construction may be required by the MCGM and/or any other concerned authority/s (hereinafter referred to as "Sanctioning Authorities") to be made by them. The Owner shall be entitled to make such changes in the building plans as the Owner may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Owner carrying out such changes in the building plans.

It is however expressly agreed that the Owner shall obtain prior consent in writing from the Purchaser in respect of the variations or modifications, which may affect the area of the said premises.

4.2. The Owner hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed

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by the Sanctioning Authorities at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the concerned Authority the occupation certificate in respect of the said premises.

4.3. The Owner hereby declares that the Floor Space Index available in respect of the said plot is approx. 15870.25 sq. mtrs only (which is inclusive of TDR) and that no part of the said Floor Space Index has been utilized by the Owner else where for any purpose whatsoever. In case the said Floor Space Index has been utilized by the Owner elsewhere, then the Owner shall furnish to the Purchaser all the detailed particulars in respect of such utilization of said Floor Space Index by it. In case while developing the said plot the Owner has utilized any Floor Space Index of any other land or property by way of floating Floor Space Index, then the particulars of such Floor Space Index shall be disclosed by the Owner to the Purchaser.

5. DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:

5.1. On the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Owner under this Agreement (including the Purchaser's proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Purchaser committing breach of any of the terms and contained, the Owner shall be entitled at its own option to terminate this Agreement.

5.2. Provided always that the power of termination height efore contained shall not be exercised by the Owner unless and until the purchaser fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach of beaches of terms and conditions in respect of which it is intended to terminate the greement and default shall have been made by the Purchaser in remedying such breach or breaches within a 15 (fifteen) days after giving of such notice;

5.3. Provided further that upon termination of this agreement as aforesaid, the Owner shall refund to the Purchaser the installments of sale price of the said premises which may till then have been paid by the Purchaser to the Cwner but the Owner shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount by the Owner, (whether acceptable and realised by the Purchaser or not) the Owner shall be at liberty to dispose of and sell the said premises to such person and at such price as the Owner may in its absolute discretion think fit and proper.

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On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Owner or against the said premises.

6. FIXTURE/FITTINGS:

The fixtures, fittings and amenities to be provided by the Owner in the said building and the said premises are those that are set out in **Annexure 'E'** annexed hereto

7. RIGHTS OF OWNER:

- 7.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said premises agreed to be sold by the Owner to the Purchaser and all other premises and portion of the said plot shall be the sole property of the Owner and the Owner shall be entitled to develop the same without any reference or recourse or consent or concurrence from the Purchastiniany manner whatsoever.
- 7.2. The Purchaser hereby grant his irrevocable authority, permission and consent to the Owner that the Owner shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said building and/or the said plot including the term ces, basement, parking spaces, open spaces, garden area and to permit the same to be utilised for any purpose. The Owner shall have the absolute right to deal with and dispose off any of the areas in the said property and/or building or appure part thereto including the terrace walls, basements for any purpose uding but without limitation for the purposes of nursing homes, banks research at the dispetion of the Owner.
- 7.3. It is hereby expressly agreed that the Owner shall always be entitled to sell the units in the said Building for the purpose of using the same as Guest Houses, Dispensaries, Nursing Homes, Maternity Homes, Shops, Consulting Rooms, Banks, Coaching Classes, Training Centres, Community Halls, Banquet Hall, Restaurant or for any other user as may be permitted by the Sanctioning Authorities and the Purchaser thereof shall be entitled to use the said premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the said units on the said property for the aforesaid purposes by the respective Purchaser thereof.
- 7.4. If the FSI in the locality is increased in respect of the said plot and/or additional construction is possible on the said plot on account of Transfer of Development Rights available for being utilised or otherwise and/or if the Sanctioning Authorities



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permit the construction of additional floors/wing, then in such event, the Owner shall be entitled to construct such building/s by adding floors vertically or otherwise as per the revised building plans. The Purchaser expressly consents to the same as long as the total area of the said premises is not reduced. This consent shall be considered to be the Purchaser consent contemplated by Section 7 (i)(ii) of the said Act.

- 7.5. The Owner shall always have a right to get the benefit of additional FSI for construction from Sanctioning Authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities such additions structures and storeys will be the sole property of the Owner alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and it is expressly agreed that the commer small be entitled to put a hoarding or give on lease site for pager station, cell base 99 station and radio station on the said property or on the said building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Owner are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building as the case may be and the Purchaser agrees not to object or dispute the same. The Prochage shall not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him/her/them and/of/claim any consatton of damage on the ground of inconveniences or any other ground whatsoever from the Owner.
- 7.6. The Purchaser herein hereby agrees and gives his prevocable consent to the Owner for carrying out the amendments, alterations, modifications and/or variations to the total scheme of development in respect of the said plot and /or to the further building plans in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Owner for carrying out amendments, alterations, modifications and/or variations as aforesaid.
- 7.7. The Owner shall always have the right and be entitled to purchase and acquire further Transfer of Development Right from the market and consume the same on the said plot and construct additional floors, make alterations and deal with the same in the manner the Owner deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Owner mentioned above as well as the rights of the Owner to revise and modify the building plans from time to time.



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- 7.8. The terrace at 11th floor is common for the Purchaser of office premises from 4th floor level to 10th floor level. It is however agreed by the Purchaser and the Purchaser is fully aware that the only Owner has a right and will be entitled to use the terrace at 11th floor level including parapet wall for any purpose including display of advertisements and sign boards and it is expressly agreed that the Owner shall be entitled to put a hoarding or give on lease site for pager station, cell base station and radio station on the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Owner are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the terrace as the case may be and the Purchaser agrees—not to object or dispute the same. This restriction shall be specifically incorporated in the declaration for formation of condominium.
- 7.9. In the event of the Condominium being formed and registered before the sale and disposal by the Owner of all the premises in the said building, the power and authority of the said Condominium so formed or that of the Purchaser and the Purchaser of other premises in the said building shall be subject to the overall authority and control of the Owner in respect of any of the matters concerning the said building, the construction and completion thereof and all the amenities pertaining to the same and in particular Owner shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Owner shall be liable to pay only the municipal taxes, at actuals in respect of the unsold premises. In case the Declaration is expected for formulation of Condominium before the disposal by the Owner of all the premises are the Owner shall join in as a member in respect of such unsold premises and as and when such premises are sold, the Condominium shall admit such Purshaser as the member/s without charging any premium or extra payment.

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- 7.10. Till the entire scheme of development is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Owner alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Plot and the Purchaser shall have no right or interest in the enjoyment and control of the Owner in this regard
- 7.11. The Purchaser is aware that the Owner (either personally or through its sister concerns or associates) will be developing the said Building in a phase wise manner on such terms and conditions as the Owner may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Owner



deem fit and the Owner shall be entitled to grant, offer, upon or in respect of any portion of the said property all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the said plot right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the said property for the more beneficial and optimum use and enjoyment of other areas forming part of the said plot in such manner as may be desired by the Owner and the Purchaser expressly and irrevocably consent/s to the same.

7.12. Provided it does not in any way affect the right of the Purchaser in respect of the said premises, the Owner shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said property and/or the building under construction thereon.

8. POSSESSION:

8.1. The possession of the said premises shall be delivered to the Purchaser after the said premises is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the Stamp Duty and Registration Charges in respect of the said premises are duly paid by the Purchaser. The Owner expect to give possession of the said premises to the Purchaser on or before 3 St Dec 2018 REGISTARES

8.2. If the Owner fails or neglects to give possession of the said premises to the

Purchaser on the above referred date of within an further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Owner terminating this agreement, in which event the Owner shall within three weeks from the receipt of and notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Owner from the Purchaser as installments in part payment in respect of the said premises along with the simple interest at the rate of 9% per annum from the date of receipt till repayment. The Owner shall also pay liquidated damages of Rs.25,000/- in respect of such termination and neither party shall have any claim against the other in respect of the said premises or arising out of this agreement and the Owner shall be at liberty to dispose off the said premises to any other person or persons at such price and upon such terms and conditions as the Owner may deem fit.

Provided that the Owner shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the building is delayed on account of:

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- force majeure (i)
- non-availability of steel, cement, other building material, water or electric (ii) supply;
- (iii) war, civil commotion or act of God;
- (iv) any notice, order, rule, notification of the Government or other public, judicial or competent authority;
- other reasonable cause;
- 8.3. The Purchaser agrees that the return of the payment and the damages mentioned in para 8.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Owner for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
- 8.4. The Purchaser shall take possession of the said premises with 7 days of the Owner giving written notice to Purchaser intimating that the said premises is ready for use and occupation. Upon the Purchaser taking the possession of the said premises, he shall have no claim against the Owner in respect of any item or work in the said premises which may be alleged not to have been carried out or completed. Upon the Purchaser taking possession of the said premises the Purchaser shall have no claim against the winer as ds the duality, quantity of building materials used for construction of the said themises of the building in which the said premises is located or the pature of construction of the design or specifications of the said premises or respuilding and the majorials used in construction of the said building or the said building or the said

CONDOMINIUM: 9.

- It is also clearly understood and agreed by and between the parties hereto that:
 - (a) A Co-operative Society is not intended to be registered and the said Plot described in the First Schedule hereunder written and the said building to be constructed thereon by the Owner are not intended to be transferred to any Co-operative Society.
 - The provisions of the Maharashtra Co-operative Societies Act, 1960 are not intended to apply and shall not apply to the said Plot and/or the said building and/or to this Agreement.
 - (c) A condominium is intended to be created, as contemplated by the

Maharashtra Apartment Ownership Act ("the MAO Act") and after the completion of the Development a Declaration will be made by the Owner under Sec.2 of the MAO Act containing therein the provisions and terms and conditions set out in this Agreement, but in keeping with provisions of the MAO Act.

- 9.2 The Purchaser shall join as a member of the Condominium to be formed at the sole discretion of the Owner and abide by the rules, regulations and bye-laws of the said Condominium and pay to the Condominium such amounts as may be payable by him/her/them. The Purchaser shall occupy the said premises subject to the rules and regulations and bye-laws of the Condominium. The Purchaser shall sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming a member of the said Condominium.
- 9.3 The Declaration to be submitted under the Maharashtra Apartment Ownership

 Act or other documents in favour of the Condominium shall interalia contain the following:
 - the right of the Owner to sell or otherwise to transfer the additional construction by use of any future FSI/TDR and to appropriate for themselves the entire sale proceeds thereof and the obligation of the Condominium to admit such purchaser of the premises of the premises of the new construction as its member without charging and additions amount.

(ii) the right of the Owner of full and complete a so on the said property for the aforesaid purpose;

(iii) exclusive rights of the Owner, the design of the owner of full and complete a so on the said property for the aforesaid purpose;

- (iii) exclusive rights of the Owner, the assisting monitrees in respect of entitlement to put sign boards, hoarding, pager station etc. on the terrace at 11th floor level.
- 9.4 The Purchaser shall observe and perform all the rules and regulations and byelaws of the said Condominium on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the building and the premises therein and for the performance and observance of Building Rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Condominium regarding occupation and use of the said premises and shall pay outgoings in accordance with the terms of this Agreement.

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10. COMMON AREAS AND RESTRICTED AREAS:

10.1 It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the said premises and the nature, extent and description of such common areas and facilities is set out in the Second Schedule hereunder written. It is hereby agreed that the Owner has the exclusive right of allotment of different areas, parking spaces, garden area, basement, terraces, open spaces or otherwise and other spaces within the said plot to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Owner shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the Third Schedule hereunder written and alienate and dispose off the same in such manner as the Owner think fit and proper.

10.2. It is specifically agreed and understood between the parties as follows:-

The said Building consists of a Banquet Hall premises at ground floor level shown in yellow colour wash in the plan annexed hereto and marked **Annexure** "F". (said "Banquet Premises"). Garden area shown in Green colour wash in the plan annexed hereto and marked **Annexure** "F" is appurtenant to the said Banquet Premises and the same shall be married to the said Banquet Premises and shall be for the exclusive use constant and shall be for the said Banquet Premises.

The Purchasers of the offices from 4th to 1 moors will be entitled to use the Drive way shown in blue colour wash leading amp upto the entrance lobby of the building shown in orange colour wash in the plantannexed hereto and marked Annexure "F". The user of restaurant premises will be entitled to use Drive way shown in blue colour wash to access the rump for reaching parking facilities at level "C" for parking their vehicles during the usage of restaurant.

- (iii) The Purchasers of shops/showroom at ground floor and first floor level and restaurant at second floor level will be entitled to the exclusive use of the ramp leading from the ground level to the basement as shown in Purple colour wash in the plan annexed hereto and marked **Annexure** "F". The basement car park shown in yellow colour wash in the plan annexed hereto and marked **Annexure** "G" is exclusive, appurtenant and married to the shops/showrooms and restaurant;
- (iv) The Purchasers of Banquet Premises will be entitled to use exclusively the drive way shown in Brown colour wash in the plan annexed hereto and marked Annexure "F". The Purchaser of Banquet premises at ground floor level will be

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entitled to the exclusive use of the ramp leading from the ground level to the basement as shown in light green colour wash in the plan annexed hereto and marked **Annexure** "F". The entire basement car park shown in Blue colour wash in the plan annexed hereto and marked **Annexure** "G" is exclusive, appurtenant and married to banquet premises. There is a storage area in the basement below the Banquet premises shown in green colour wash in the plan annexed hereto and marked as **Annexure** "G" which is exclusive, appurtenant and married to the Banquet premises;

- (v) The entrance shown in orange colour wash in the plan annexed hereto and marked

 Annexure "F" shall be the entrance only for the use of the office premises on the

 upper floors and the purchasers of the office premises will not be entitled to the any

 other entrance save and except the entrance referred above.
- (vi) There are three shops/showrooms at ground and first the below level facing Lal Bahadur Shastri Marg. Entry shown in Annexure "F" in Pink colour wash is exclusively meant for users of Shops and Showrooms. There is a storage area in the basement below the respective shops shown in Orange colour wash in the plan annexed hereto and marked as Annexure "G" which is exclusive, appurtenant and married to the respective shops/showrooms for the purpose of storage.
- (vii) There is amenity area on the ground and tight it of the which is to be handed over to M.C.G.M.. Entry shown in America "F" in green colour wash is exclusively meant for users of amenity area.
- (viii) There is restaurant premises at second floor liver. The Terrace area shown in green colour wash in Annexure "H" is excusive, appurtently and married to the restaurant premises.
- (ix) The car parks for offices i.e. "A" level parking plan and "B" level parking plan with the drive ways are shown in purple colour wash in the plan annexed hereto and marked **Annexure** "I" and **Annexure** "J". The Purchaser of the offices are entitled to use entrance lobby marked in Orange colour wash.
- (x) The car parks for offices i.e. "C" level parking plan and "D" level parking plan with the drive ways are shown in purple colour wash in the plan annexed hereto and marked **Annexure** "H" and **Annexure** "K". The car parks marked in Brown colour wash at level C are earmarked for users of restaurant located at second floor level.
- (xi) The office premises from 4th to 10th floor have Air Handling Units (AHUs) for the purpose of installation of air conditioners. The respective AHUs are exclusive, appurtenant and married to the respective office premises.

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(xii) Terrace shown in Blue colour wash at 10th floor level in the plan annexed hereto and marked **Annexure** "L" is exclusive, appurtenant and married to office no.1 on 10th floor. Terrace at 11th floor is common for the Purchaser of office premises from 4th floor level to 10th floor level.

11. COVENANTS BY THE PURCHASER:

- 11.1. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose of office/showroom/shop/Banquet/Restaurant as applicable. The Purchaser shall use the car parking space (if allotted) for the purpose of keeping or parking the Purchaser's own vehicle. The Purchaser agrees not to change the user of the said premises without prior consent in writing of the Owner and any unauthorised change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
- 11.2. The Purchaser with an intention to bring all persons in whose hands the said premises may come, doth hereby covenant with the Owner as follows:
- to maintain the said premises at the Purchaser's own cost in good tenantable repairs and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything it or to the said beinding, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to building or the said premises or part thereof.
- (b) not to store in the said premises any goods which are sinazardous and moustible or dangerous nature or are so heavy so as to take the construction of the building or storing of which goods is objected by the conserned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the building including the entrance thereof. In case any damage is caused to the said premises or the said building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (c) to carry at the Purchaser's own cost all internal repairs to the said premises and maintain it in the same condition, state and order in which it was delivered by the Owner to the Purchaser and not to do or suffer to be done anything in the said premises or the building which is in contravention of rules, regulations or byelaws of the concerned local public authority.

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- (d) not to demolish or caused to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof nor alter the elevation and outside colour scheme of the said building and to keep the portion, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said premises without the prior permission of the Owner and/or the Condominium.
- (e) not to do or permit to be done any act which may render void or voidable any insurance of the said property or the building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- (f) not to throw dirt, 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 property and the building.
- (g) pay to the Owner within 7 days of demand by the Owner, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building.
- (h) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, it say, which are and which may be imposed by the MCGM and/or government and/or other public authority on account of change of user pritte said premises.
- not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the passession at the said remises until all the dues payable by the Purchaser to the conference of any of the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Owner and obtained their prior consent in writing in that behalf.
- (j) till the management of the building is handed over to the Condominium, to allow the Owner, their surveyors and agents at all reasonable time to enter into or upon the said property to view and examine the state and condition thereof.
- (k) not to change the external colour scheme or the pattern of the colour of the said building.
- (I) not to change exterior elevation or the outlay of the building.

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- (m) not to fix any grill to the building or windows except in accordance with the design approved by the Owner.
- (n) Purchaser shall not do or suffer to be done anything on the said plot or the building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commit/s any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Owner in that behalf;

These covenants shall be binding and operative even after the formation of the Condominium.

11.3. The Purchaser hereby agrees to grant to the Owner, all the facilities assistance and co-operation as the Owner may reasonably require from time to time even after the Owner has delivered possession of the said premises to the Purchaser, so as to enable the Owner to complete the scheme of development of the said plot. The Owner shall be entitled to modify, amend, alter, change the lay out of the property by changing the alignment, locations, placement of garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new building or structure — either independent or by way of extension or in continuation or attached to the building under construction in the layout with or without amendment of such layout

11.4 The Purchaser confirms that the Owner has given but free and complete inspection of documents of title in respect of the said property and the Purchaser confirms that he has entered into this Agreement inspecting all relevant documents and the Purchaser has inspected the Certificate issued by the Owner's Advocates and the Purchaser that the said property and the purchase that the Said property and the Purchaser has inspected the Certificate issued by the Owner's Advocates and the Purchaser that the said property and the Purchaser that the said property and the Purchaser has inspected the Certificate issued by the Owner's Advocates and the Purchaser that the said property and the Purchaser has inspected the Certificate issued by the Owner's Advocates and the Purchaser that the said property and the Purchaser has inspected the Certificate issued by the Owner's Advocates and the Purchaser that the said property and the Purchaser has inspected the Certificate issued by the Owner's Advocates and the Purchaser that the said property and the Purchaser has inspected the Certificate issued by the Owner's Advocates and the Purchaser that the said property and the Purchaser has the said property and the

11.5 The Purchaser shall have no claim save and except in respect of the said premises. All other areas including terraces, open spaces, etc. will remain the property of the Owner until the whole of the said Plot is transferred as herein provided subject to the rights of the Owner as contained in this Agreement.

12. OUTGOINGS:

12.1. Commencing a week after notice in writing is given by the Owner to the Purchaser that the said premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoings in respect of the said property and the building namely ₩ ₩- local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the property and building. Until the management of the plot and the building is handed over to the Condominium, the Purchaser shall pay to the Owner such proportionate share of the outgoings as may be determined by the Owner. The Purchaser shall pay to the Owner provisional monthly contribution of Rs. 17,640/- towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Owner until the management is handed over to the Condominium.

12.2.	The	Purch	haser	shal	lon	or	before	the	delivery	of	the	posse
	pren	nises	pay t	o the	Owr	ner	the foll	owin	g amoun	ts:		

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r	legal sharges.	3						

(i) Rs. 15,000/- /-

non-refundable for legal sharge

(ii) Rs. 2,500/-

non-refundable for Condominium formation charges.

(iii) Rs. 350 - /

applications sugar fee of the

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Condomirium.

non-refundable posit / expenses towards installation of the sformer, caple, electric

(v) Rs. 2, 11, 680/-

being being deposit towards proportionate share of taxes, maintenance

Rs. 2,79,530/- 1-

and other charges

12.3. The Owner shall utilize the sum of Rs. 15,000 to referred to in clause No.12.2(i) for meeting all legal costs, charges including the Professional cost of their Advocates for preparing and engrossing this Agreement.

12.4. It is agreed in respect of item No.(ii) to (iv) referred in para No.12.2, the Owner is not liable to render accounts. It is further agreed in respect of item No. (v) referred in Para No. 12.2, the Owner shall hand over the balance of deposit thereof to the



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condominium as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Owner. The aforesaid amount/ deposit shall not carry any interest.

13. FINAL VESTING DOCUMENT:

- 13.1. The Declaration under MAO Act,1970 shall interalia contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Owner for safeguarding its overall interest in the said plot and the said Building (2) a covenant by the Purchaser to indemnify and keep indemnified the Owner against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein
- 13.2. Unless it is otherwise agreed to by and between the parties heret at the Convergence shall not be called upon to form Condominium unless:
- (i) all the said units in the entire Building have been sold and disposed of and the Owner has received full consideration or dues payable to them under the Agreements for Sale with the respective Purchar er of the various premises;
- (ii) The Owner has fully utilized the Floor Space available from the said property and/or have fully utilized the increased FSI available by any change in the Development Control Regulations and/or has fully utilized the TDR or Floor Space available in respect of the said property as a receive full that the case may be, and/or that Occupation Certificate or the Building Completion Certificate have been received from the Municipal Corporation of G. Mumbal.
- 13.3. Advocates for the Owner shall prepare and or approximate as the case may be, the Declaration to be submitted under the property of the p
- 13.4. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said premises or of the said property or building or any part thereof.



13.5 Unless it is otherwise agreed to by and between the parties hereto the Owner shall, within 4 months of the formation of Condominium as aforesaid transfer to the respective premises purchasers, their respective premises together with undivided interest in the common areas and facilities including the said plot and such deed of apartment shall be in keeping with the terms, and provisions of this agreement.

14. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Indian Registration Act, 1908 and after due notice on this regard the Owner shall attend such office and admit the execution thereof.

15. NOTICES:

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery of lacsimile date of service of a notice delivered personally, by courier service for registered letter shall be the actual date of such delivery. Date of service tacsimile notice shall be the business day after sending of such facsimile.

16. TERRACE:

It is also understood by and between the partie that the terrace space in front of or adjacent to the premises, if any, shall be a premised to the respective Purchaser of such premises and such terrace spaces are intended for the exclusive use of such Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Owner or the Condominium.

17. INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Owner and hold the Owner harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Owner directly or indirectly in connection with: (a) the enforcement of or the preservation of any

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rights of the Owner under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and/or the Project and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the Restrictions regarding the use and/or occupation of the Premises.

18. GENERAL PROVISIONS

- 18.1 This Agreement and all Annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Owner, any agent, employee or representative of the Owner or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous
- agreements concerning the Premises between the parties need.

 18.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions estipulations of this Agreement or the validity of the Agreement itself.
- 18.3 No failure to exercise or delay in exercising of enforcing any right of remedy under this Agreement shall constitute a waiver thereof and so single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy. Except as otherwise provided herein, the rights and remedies provide in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 18.4 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.
- 18.5 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies on account of this transaction or on account of the entire development project or otherwise shall be to the account of the Purchaser alone and the Owner shall not be liable to pay the same. It is clarified that the aforesaid



taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the said premises and the Owner's decision as regards the quantum of the same shall be final and binding to the Purchaser.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece of land (i) admeasuring 8291.36 sq mts bearing C.T.S. No. 216 B (as per city survey records 8300.1 sq. mtrs) being Sub-divided Plot B and (ii) plot admeasuring 427.00 sq mts as per the Municipal approved sub-division plan sanctioned under CE/136/BPES/LOS dated 27th August,2001 and 6th November,2001 being part of Plot C shown thereon and which forms part of C.T.S. Nos. 216 C of village Bhandup, B.S.D. Mumbai situate at L.B.S. Marg, Bhandup (West) including the existing buildings marked as 1,2,3,4 and 5 on the Municipal approved sub-division plan

THE SECOND SCHEDULE ABOVE REFERRED TO: 940

- (i) Entrance lobby and foyer of the building for office premises from 4th floor level to 10th floor level.
- Lifts and Staircases of the building including main landing as applicable to different premises, for the purpose of ingress and egross but patronse purpose of storing or for recreation.
- (iii) The landing is limited for the use of the Hurchaser of premises located on that particular floor and for visitors there to but is subject to means of access for reaching the other floors, available to all Purchaser
- (iv) Electric meter and water meter/s connected to common lights, water connections, pump set, etc.
- (v) Over-head water tank located at the 11th floor level with means of access thereto along with the main stair-case of the building and along the lifts to be provided in the said building for the Purchaser of office premises from 4th floor level to 10th floor level.
- (vi) Over-head water tank located at restaurant level on second floor with means of access thereto for the Purchaser of Shop/Showroom/Banquet/Restuarant.
- (vii) Meter rooms at ground floor level

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- (viii) sub-station
- (ix) under ground water tank at basement level
- water treatment plant at basement level (x)
- (xi) fire fighting tank at basement level
- (xii) Septic tank, drainage, storm water, drain, electric sub-station if constructed, electrical poles, watch-man cabin, Condominium office, underground water tank (with pumping rooms and other pumping arrangement).
- (xiii) All other items listed in sub-section (f) of Section (3) of the Maharashtra Apartment Ownership Act, 1970 except those which are otherwise provided for in this Agreement or those which are designated as restricted/limited areas and facilities.

(xiv) Terrace at 11th floor is common for the Purchaser of office premises from the 4 floor level to 10th floor level.

THE THIRD SCHEDULE ABOVE REFERRED TO RESTRICTRED AREAS AND FACILITIES

which are restricted only to the units mentioned hereunder

(i) Car parks will be designated for a Unit and accordingly such Unit Owner will be

Open Garden area abutting Banquet Hall premises appendent fountain is appurtenant to the said Bandust pen Ganden area with (ii) and the same shall be married to the said Banquet Premises apall and d occupation and enjoyment of the Owner said Banquet SUBURBAN DIST Premises.

- The drive way along the southern side of the Banquet Premises is for the exclusive use of the Banquet Premises and not for use by any other unit holder in FILIX. The cost of repairing and maintaing the drive way on the southern side will be borne by the Owner of the Banquet premises.
- The drive way along the north side of the Banquet Premises is for the exclusive use of the owners of office premises and not for use by any other unit holder in FILIX. The cost of repairing and maintaing this drive way will be borne by the Owner of the office premises. User of the restaurant located on second floor will be entitled to the exclusive use of car parks shown in Brown colour wash on level - C.



- (v) The Purchasers of shops/showroom at ground floor level and first floor level and restaurant at second floor level will be entitled to the exclusive use of the ramp leading from the ground level to the basement. The basement car park on east side is exclusive, appurtenant and married to the shops/showrooms and restaurant and none of the other unit owner in the building:
- (vi) The Purchasers of Banquet premises at ground floor level will be entitled to the exclusive use of the basement car parks on west side and none of the other unit owner in the building will be entitled to use the same;
- (vii) The Purchaser of Banquet premises at ground floor level will have the exclusive right and use of storage area in the basement below banquet premises which is exclusive, appurtenant and married to the banquet premises.
- (viii) The entrance lobby of the building facing north shall be for the purpose of the entry to the office premises on the upper floors and the purchasers of the office premises will not be entitled to use any other entrance save and except the entrance referred above.

shops/showrooms will have the exclusive right and use of stokage area in the basement below the respective shops which is exclusive appurtenant and married to the respective shops/showrooms.

- Open Garden areas and open terraces abutting Restaurant premises are the same shall be married to the said Restaurant Premises and shall be married to the said Restaurant Premises and shall be continue use, occupation and enjoyment of the Owner and occupier of the said Restaurant Premises.
- (xi) an elevator/lift that services leading from ground floor on east side to the Restaurant premises on second floor. The lift is for the exclusive use of the Restaurant Premises and not for use by any other unit holder in FILIX. The cost of repairing and maintaing the lift will be borne by the Owner of the Restaurant premises.
- (xii) Shops/Showrooms/offices/Banquet premises/Restaurant premises have Air Handling Units (AHUs) for the purpose of installation of air conditioners. The respective AHUs are exclusive, appurtenant and married to the respective premises.
- (xiii) Terrace adjoining office no.1 on 10th floor is exclusive, appurtenant and married to office no.1 on 10th floor.



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SIGNED AND DECLARED BY

the withinnamed Owner

AXIS REALTY PVT.LTD.

by the hand of its authorized signatory

in the presence of ...

Manoa

SIGNED AND DELIVERED by

the withinnamed Purchaser

SHREE. RADHESHYAM ISPAT PUT. LTD.

Though its director

Sanjay rantilal shat

in the presence of

Manai

<u>Receipt</u>

Received of and from the
withinnamed Purchaser the sum.
of Rs. 20,000 /- being the
earnest money paid to us on or

WITNESSES:

1. KALPESH GOSNAMI - CB

before the execution hereof.

2. NEETU CHHATWANI





For Shree Radheshyam fapat Pvt. Ltd.



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Anisar Suny

(OWNER)

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ANNEXURE 'A'

Arjunlal M. Chhabria

AD/OCATE, HIGH COURT

15 "8ELLA VISTA" Swami Viveranand Foad Opp. L...O Office & Lake. Bandra 1977 Membai - 400 051 Phone 842 1858

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a Company incorporated under the Companies Act 1956 having its registered office at 77, Udyog Bhavan, Sonawala Road, Goregaon (East), Mumbai - 400 063 of the property more particularly described in the schedule hereunder and have verified the relevant documents in respect of the said property.

In my opinion, the title of M/s. AXIS REALTY PVT. LTD. a company incorporated under the Companies Act 1956 having its registered office at 77 Udyog Bhavan, Sonawala Road, Goregaon (East), Mumbai - 400 063 is clear and marketable

The Schedule of the Property

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90e All that price or parcel of land (i) admeasuring 8291.36 sq. meters being C. +S No. 216 B (as per city survey records 8300. 1 sq meters) which is shown in red - Colour being sub-divided plot B and (ii) plot admeasuring 427.00 sq. meters which is shown in colour Green as per the Municipal approved sub-division Plan under CE/136/BPES/LOS dated 27th August, 2001 and 6th November, 2001 being part of Plot C shown thereon and which forms part of C.T.S. No. 216C of Village Bhandup B.S.D. Mumbai situate at L.B.S. Marg, Bhandup (West), including the existing building marked as 1, 2, 3, 4 and 5 on the Municipal approved sub-division plan and the MPC hereditaments etc.

Date:

13th July,2006

Place:

Mumbai

An Chabui

Arjunlal M. Chhabria Advocate High Court Mumbai.

A. M. CHHABRIA

B.A. LE.B.,

ADVOCATE HIGH COURT, 15, Bella Vista , S. V. Road. Bandia (W), Mumbai-400 050.

'B' मालमत्ता पत्रक

•-	नालुका/न.भु.	^{पा.का.} न.भू.अ.	मृ लुंड	. जिल्हा मुंबइ	विकास जिल्हा	
		धारणाधिकार		शासनाला दिलेल्या आकारण तपशील आणि त्याच्या फेर त	ग किंता भाड्य सणीची नियत	
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यांचेकडील आदेश क. सी / का एकत्रिकरण / पोटिक्याजन / एर ३१४ दिनांक २४/७/०३ व इ मो.र.नं. १२३अ/०३ नुसार न.भू. २१६व ची स्वतंत्र मिळकत उघडली व ८३००.१ चौ.मी. क्षेत्र	ार्या २ड/ म् आर कडील क्रमांक पत्रिका दाखल	S.I.	धारक गे. बी. ए. एस्स् एफ्	7080	पं राष्ट्रा क. २६४ सही	
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VALID UPT 2 0 MAR 2008

Gen. 185 - 2000 . (1)

MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966 /BPES/AS OF THE SUB-REGIS 21 MAR 200

COMMENCEMENT CERTIFICATE

Wis Aris Realty 84. ad.

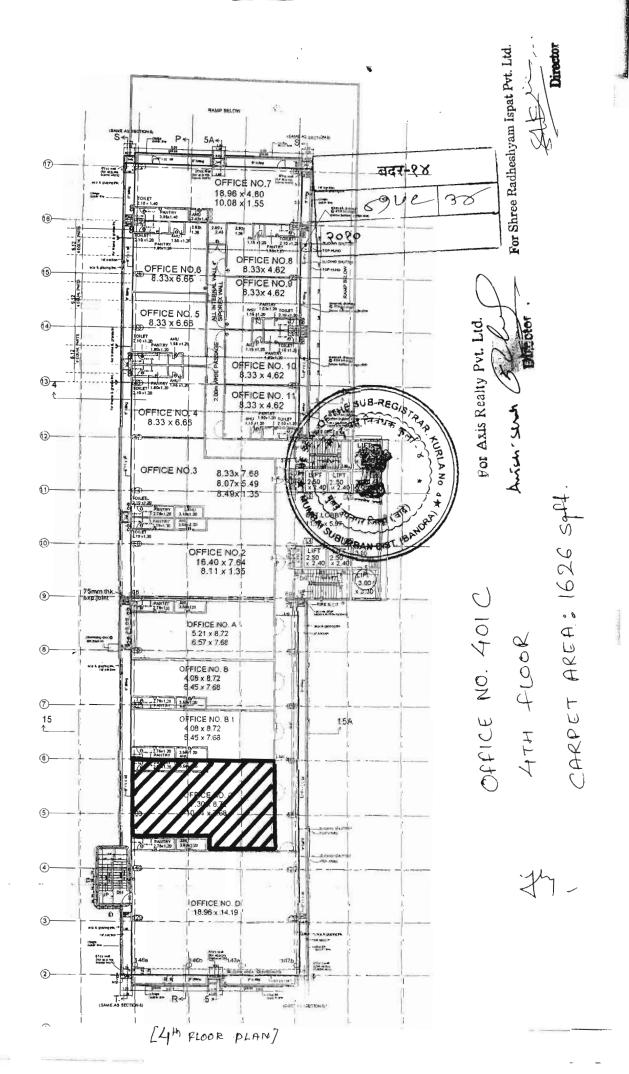
3)

Sir, With reference to your application No. 1734 dt. 249/2006
for Development Permission and grant of Commencement Certificate under Section 5 and 50 of the
Maharashtra Regional and Town Planning Act 1966, to carry out development and but the portrossion
under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No.
on plot No. C.T.S.No. 2/6-B & 2/6-CCD Distry, Village / Town
Planning Scheme No Photoclup situated at Road / Street <u>L. B. S. Mang. Brandlep (w)</u> Ward the Commencement Certificate / Building permit is granted on the following
conditions:-
1) The land vacated on consequence of the endorsement of the set back line / road and line
shall form part of the public street.
2) That no new building or part thereof shall be occupied or allowed to be occupied or used or
permitted to be used by any person until occupation permission has been prented

- commencing from the date of its issue. 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
 - a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

The commencement certificate/ development permission shall remain valid for one year

- b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
- c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.



Annexure - E

List of Amenities

General

- R.C.C. frames structure as per code with Earthquake Resistance Provision.
- External Walls 9" X 6" in Bricks and Block.
- 4"X 6" thick Internal wall with cement / neeru plaster.
- External sand face plaster.

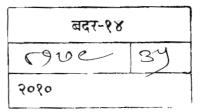
Staircase

Tread and riser in Kotah / marble finish.

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General Surrounding

- Entire open area paved with Pavers / Tiles.
- Compound wall on all three sides.
- Barricade in front entrance with watchman cabin's.
- Intercom & Security System.
- Separate water tanks for flushing, drinking & fire fighting.



For Shops & Restaurant

- Decorative grand front finish in glass & ACP for shopping and restaurant.
- Exclusive glass external elevator for restaurant. (OTIS/similar make.)
- Decorative Internal elevator (OTIS/ similar make) for shopping and Restaurant.
- Ample separate car parking in basement with separate entrance & exit.
- Generator for essential lighting, elevators and water pumps.
- · Water proofing for restaurant's open terrace.

For Banquet

- A separate exclusive elevator for banquet (OTIS/Similar make.)
- Ample car parking in basement separately earmarked.
- Generator for essential lighting, elevator and water pump.
- Attractive facade in glass / A.C.P. / stone finish.
- A exclusive separate entrance for banquet facility.

For Offices

- · Exclusive separate entrance for the office building.
- Exclusive car parking podium on four levels.
- · A generator for essential lighting, elevator and water pumps.
- Six elevators (OTIS/ Similar make)
- Each unit will be provided with SPDB / Telephone and cable point.
- · Security cabin near front gate.
- All units will have individual 3 phase meter.

h

4

Flooring

Ceramic / Vitrified tiles will be provided in entire unit with skirting. Ceramic / Viumed tiles with 20 p.

Lift lobby with Marble / Granite flooring and dado.

Plastering

• Internal walls will be plastered with Neeru finish. External walls

sand faced plaste. MBAI SUBLEBAN DIST

Painting

- Internal walls will be painted in OBD / plastic paint.
- External walls will be painted with Tex paint.
- Staircase and lobby area will be finished with first quality Tex paint.

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Doors

- The main door will have number plate & locks.
- The door will be hot pressed, phenol bonded flush door and inside surface will have marine ply.
- The door will be painted on both sides in enamel / plastic paint and it will have mortised lock, lockable from inside.

Bathroom

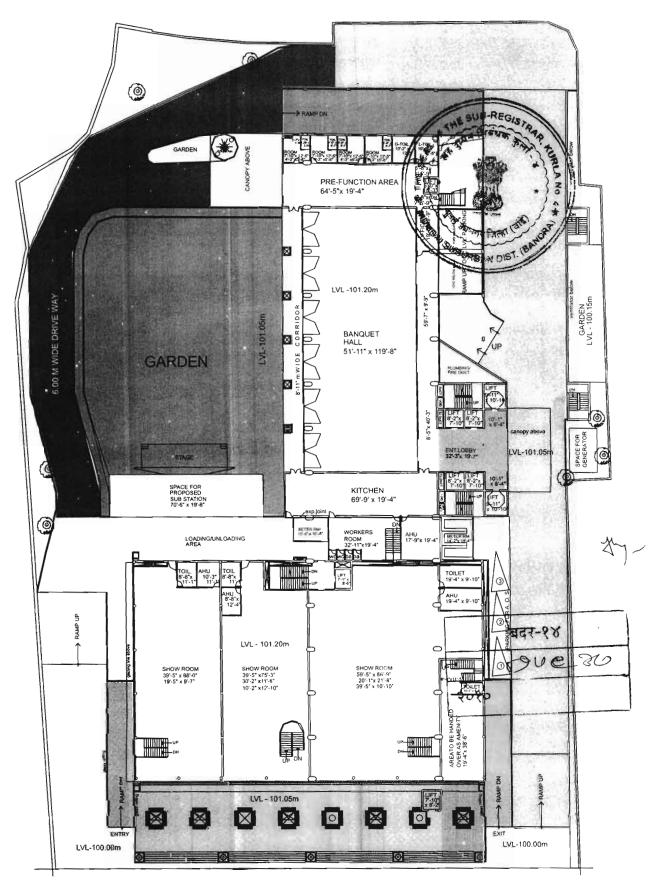
- The bath room door will have Marble Frame.
- The door shutter will be ½ inch glass with locking fitting.
- 1st quality sanitary W.C. and Washbasin ware of Hindustan / Cera make.
- Jaguar C.P. Fittings.
- C.P. accessories as applicable.



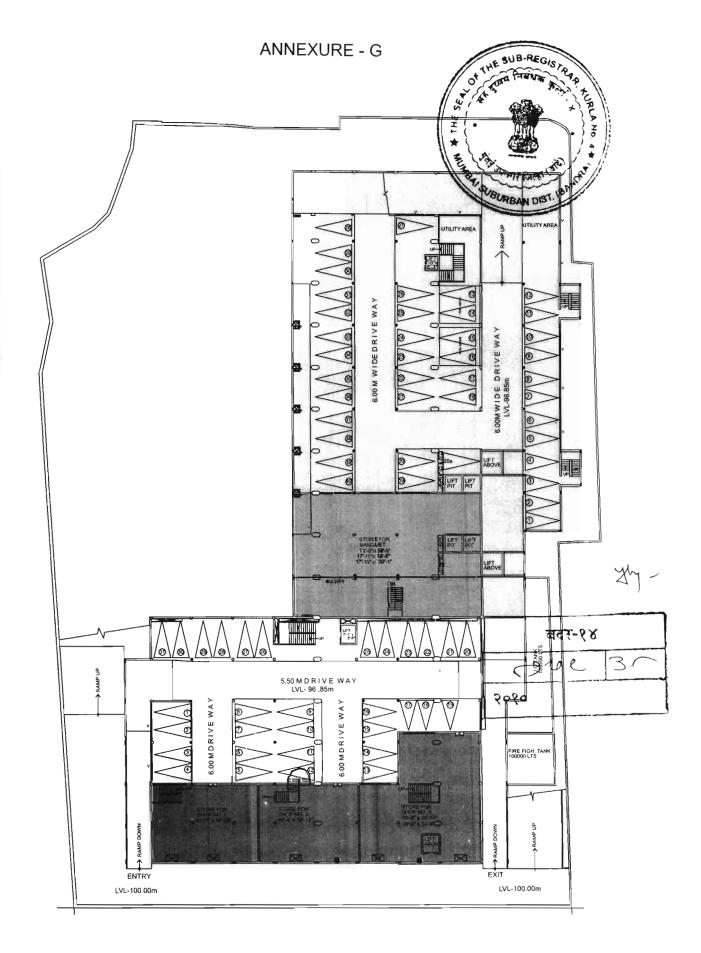
Pantry

Granite platform with stainless steel sink.

ANNEXURE - F

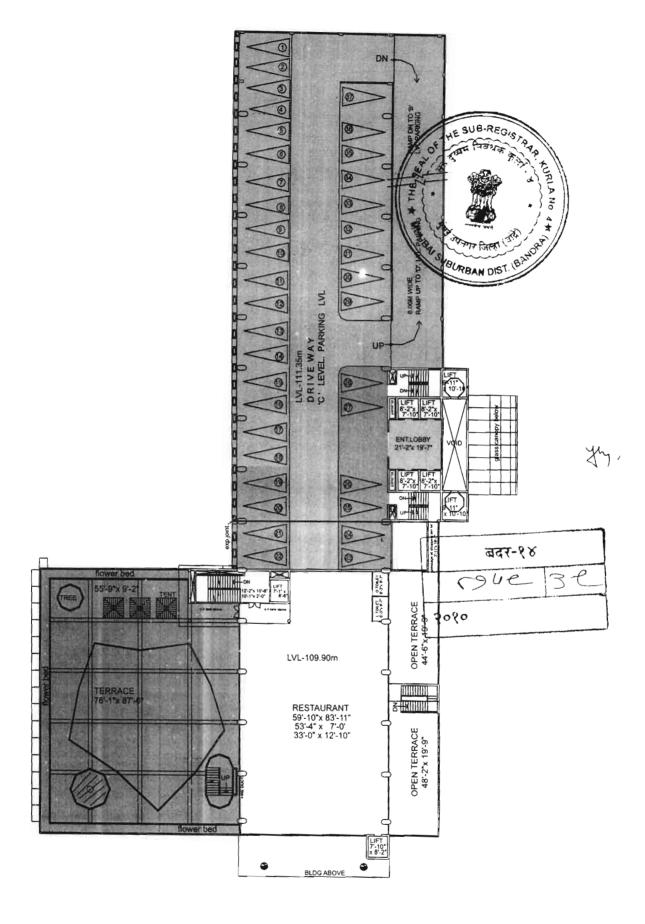


LAL BAHADUR SHASTRI MARG GROUND FLOOR PLAN



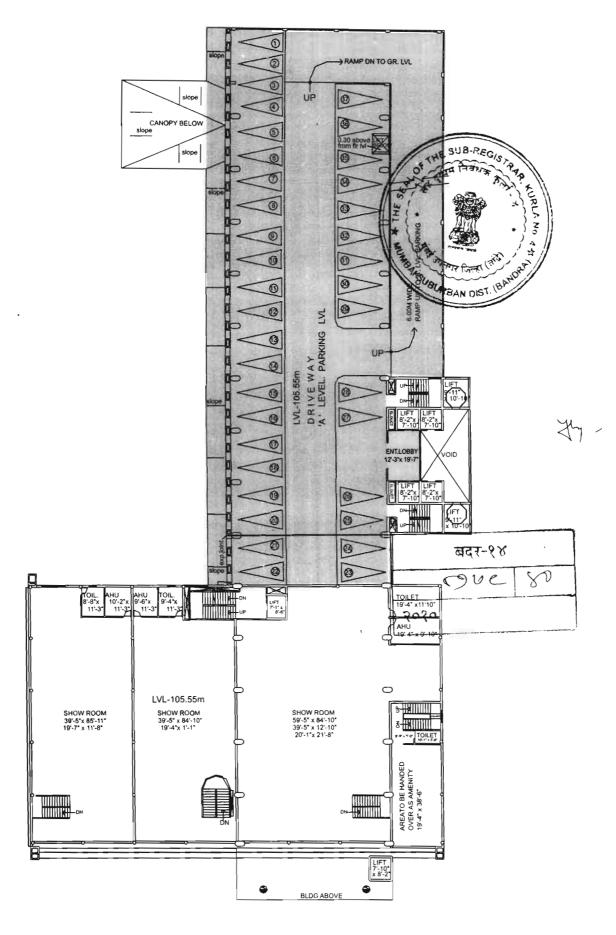
LAL BAHADUR SHASTRI MARG BASEMENT

ANNEXURE - H

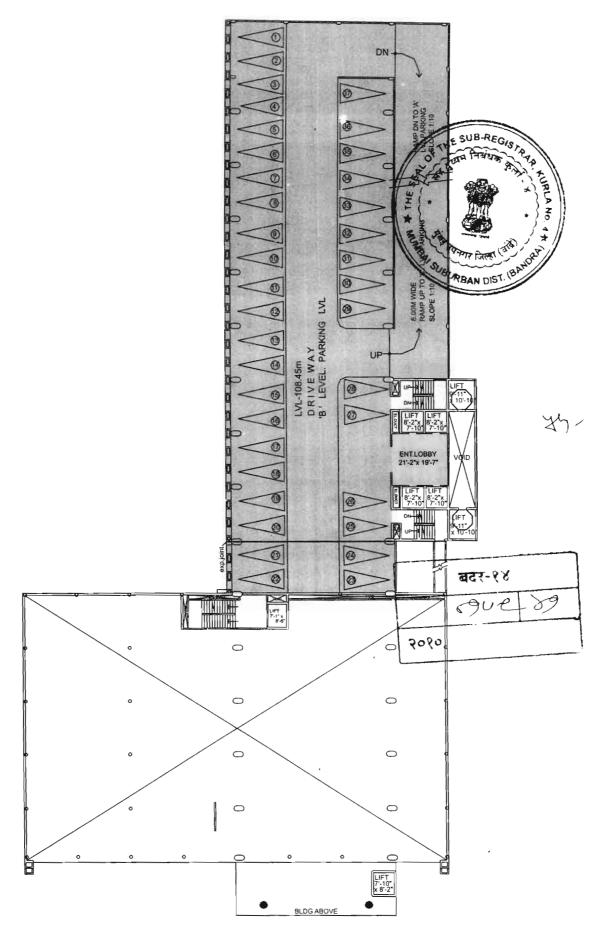


RESTAURANT/'C' LVL PARKING PLAN

ANNEXURE - I

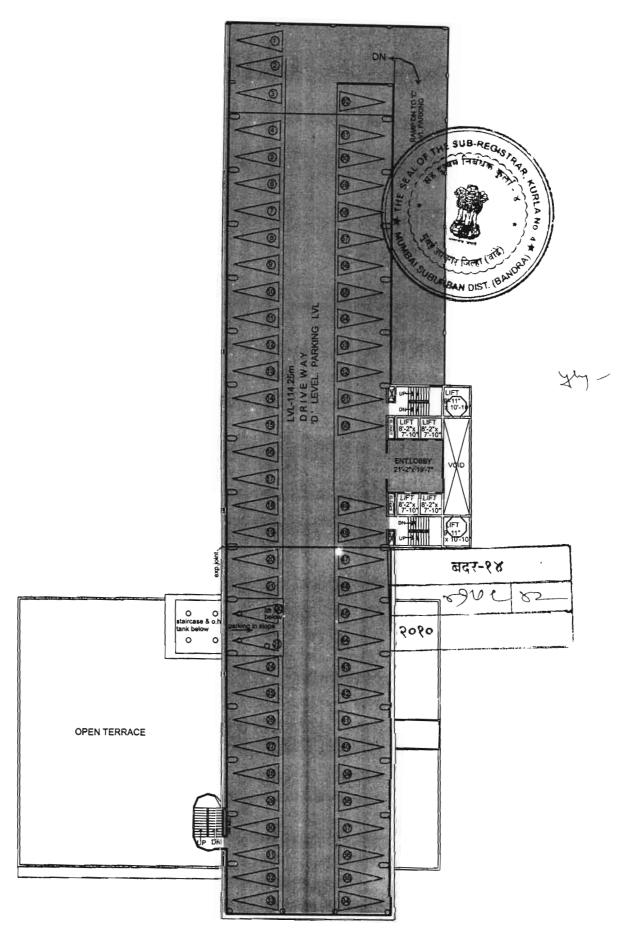


FIRST FLOOR SHOPPING/'A' LVL PARKING PLAN



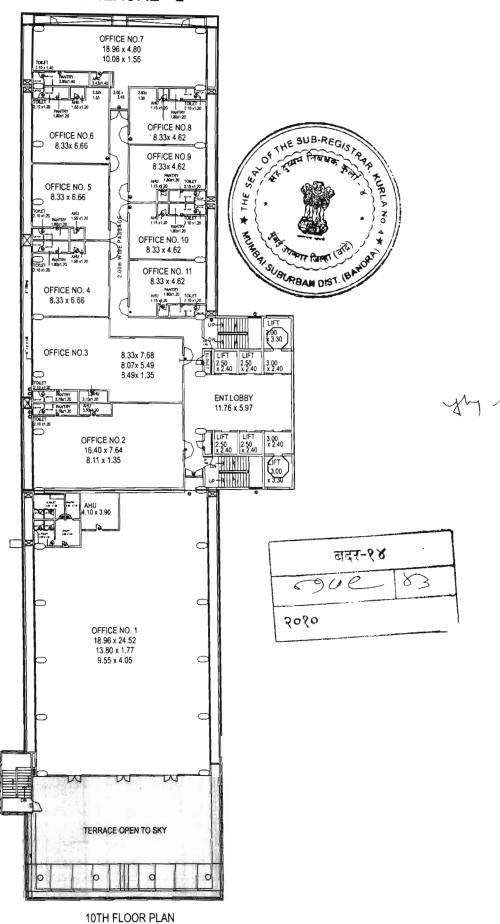
'B'LVL PARKING PLAN

ANNEXURE - K



'D' LVL PARKING PLAN

ANNEXURE - L



आयकर विभाग का भारत सरकार INCOMETAX DEPARTMENT GOVT OF INDIA



भारत सरकारः

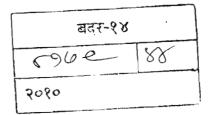
SHPEE SADHESHYAM ISPAT PRIVATE 25 1

07/12/2006

Permanent Account Number

AAKCS4206M







The wind of the

इस कार्ड के खोने / वाने पर कृपया सूचित करे / लौटाएं : आयाजर पेन सेवा इकार्ड. एन एस डी एल पहली मंजिल, टार्डेन्स टॉकर, कमला मिल्स कम्पाउंड. एस. बी. गार्ग. लोअर परेल, मुन्बई - 400 013.

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

Industrial Development Bank of India Ltd.Central Processing Unit. Central Road.Elemacch Building. Plot No.82/83, Road No-7, Street No.15. M.I.D.C.Andheri East.Mumbai-400 093. D-5/STP(V)/C.R.1007/01/05/1024-1027



FOR INDUSTRIAL DEVELOPMENT BANK OF INDIA LI.

POWER OF ATTORNEY

AUTHORISED SIGNATORY

35

DILIP NAGINDAS SHAH of Mumbai, Indian Indian

WHEREAS:

HAUL OME, A, ANISH DALLE SHAH son of dian inhabitant is g my parice at 77 - egaon (East), Manager at 400 (63, SEND)

- (a) I am a Director in number of Private Limited Companies / Partner in number of Partnership Firms, all mainly carrying on the beginnership of development of immovable properties.
- my personal capacity, execute several deeds, documents, agreements, supplementary agreements, undertakings including Agreement for sale of Flats / Units / Offices (hereinafter referred to as "the said deeds") which are required to be compulsorily registered under the provision of Applicable Laws in the office of Sub-Registrar of Assurances at different places.
- (c) On account of my pre-occupation with work, I am unable to appear before the Sub-Registrar for admitting the said deeds which are duly executed by me.
- (d) I am therefore desirous of appointing MR. KETAN NAVINCHANDRA MODI, son of MR. NAVINCHANDRA RAMANLAL MODI, residing at Flat No. B-4, 2nd Floor, New Ambica Co-operative Housing Society Limited, Jawahar Nagar Goegaon (West), Mumbai 400 062, as my constituted attorney to attend the office of the Sub-Registrar of Assurances at different places to admit the said deeds for registration, which are duly executed by me.

MOW KNOW YE AND THESE PRESENTS WITNESS that, I ANISH WAR SHAH do hereby nominate, constitute and appoint MR. KETAN NAVINCHANDRA MODILIONS to be my true and law ut at the purpose expressed that is to say:

२००६

1. To present and lodge for registration in the office of Sub-Registrar of Assurances at different places or any other registering authority appointed under the Indian Registration Act, 1908 for the time being in force having the jurisdiction in relation to registration of the said deeds.

2. And to perform and execute all acts, deeds, matters and thin to the registration of the said deeds and for that purpose afforesaid effectually to all intents and purposes as I could do in any properties presents had not been made.

3. To identify my signature.

4. This POWER OF ATTORNEY is restricted to register the said deeds duly executed by me for registration before the Sub-Registrar of Assurances at different places. This POWER OF ATTORNEY is not for the execution of the deeds.

I, ANISH DILIP SHAH hereby agree to ratify and confirm all whats 8eVer my said. Attorney do or caused to be done by virtue pf these presents, with respect to admission and registration of the said deeds.

IN WITNESS WHEREOF I have set and subscribed my hand to this writing at Mumbai on this 4^{th} day of <u>October</u>, 2006.

SIGNED, SEALED & DELIVERED

by withinnamed

MR. ANISH DILIP SHAH

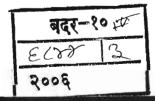
in the presence of ./W \mou

Amish shah

Specimen signature of Constituted Attorney

MR. KETAN NAVINCHANDRA MODI





05/10/2006 4:47:26 pm दुय्यम निबंधकः

सह दु.नि.का-बोरीवली 4

दस्त गोषवारा भाग-1

वदर10 W दरत क्र 6844/2006 08

दरत क्रमांक :

6844/2006

दस्ताचा प्रकार: मुखत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

नावः अनिश दिलिप शाह -नायः आगरः ।पारः पत्ताः घर/पलॅट नः 77

गल्ली/रस्ताः सोनावाला लेन ईमारतीचे नावः उदयोग भवन

ईमारत नं: -पेठ/यसाहतः -

शहर/गाव: गोरेगांव पू तालुका: -

पिनः 63 पॅन नम्बर: - पक्षकाराचा प्रकार

लिहून देणार

वय

सही

Amiser-Such

छायाचित्र

अंगठ्याचा ठसा





नावः केतन नविनचंद्र मोदी - -

्रेट्र पत्ताः घर/फ़लॅट नंः बी ४/ दुसरा मजला गल्ली/रस्ताः -

ईमारतीचे नावः न्यु अंबिका को ऑ हौ सोसा लि ईमारत नं: -

पेठ/वसाहतः जवाहर नगर शहर/गाव: गोरेगांव प

लिहून घेणार

वय

सही





सदर-१४ < 96€ 80 २०१०





दस्त गोषवारा भाग - 2

वदर10 दरत क्रमांक (6844/2006)

दस्त क्र. [वदर10-6844-2006] चा गोषवारा

बाजार मृल्य 1 मोबदला 0 भरलेले मुद्रांक शुल्क 100

दस्त हजर केल्याचा दिनांक :05/10/2006 04:44 PM निष्पादनाचा दिनांक · 04/10/2006

दस्त हजर करणा-याची सही :

दरताच। प्रकार :48) मुखत्यारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 05/10/2006 04:4

शिक्का क्र. 2 ची वेळ (फ़ी) 05/10/2006 04:46 PM

SUBURBAN DIST शिक्का क्र. 3 ची वेळ (कबुली) 05/10/2006 04:47 PM शिक्का क्र. 4 ची वेळ : (ओळख) 05/10/2006 04:47 PM

दस्त नोद केल्याचा दिनांक · 05/10/2006 04:47 PM

पावती क्र.:6884 दिनांक:05/10/2006

पावतीचे वर्णन

नांव: अनिश दिलिप शाह - -

:नोदणी फी 100

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल CO V

बदर-१४

हिंग. 11(2)),

र्कुजवात (अ. 12) व छायाचित्रण (अ. 13) -> पूक्रित फी

/200: एकूण

द. निबंधकाँची सही, सह दु.नि.का-बोरीवली 4

2080

ओळख .

खालील इसम असे निवेदीत करतात की, ते दस्तरेवज करुन देणा पाना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) पंद्रकांत शिंदे- , घर/फ्लॅट नं: 302 ओ

गल्ली/रस्ता: -

ईमारतीचे नावः राधा

ईमारत नं: -

पेट/वसाहतः -

शहर/गाव: कांदीवली प

तालुकाः -

पिन: 67

2) दिलिप शाह- - - ,घर/फ्लॅट नं: लिहून देणार प्रमाणे

गल्ली/रस्ताः -

ईमारतीचे नावः -ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

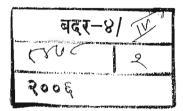
क्याणित । ।त व की, या ^९ √. पाने आहेत इस्ता अन

मह दुथ्यम निबंधक **घोरावली-क. ४**, मंबई उपनगर जिन्हा.

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



सह दुष्प्रम निवंधक, बोरीवणी-डि मुंबई उपनगर जिल्हा.



R SUBLABAN DIST

JAISING RUKHANA of Mumbai, Indian Inhabitant having managers and Floor, Juhu Road, Santacruz (Nest), Mumbai - SEND GREETINGS:

WHEREAS:

(a) I am a Director in number of Private Limited Companies / Partner in number of Partnership Firms, all mainly carrying on the business of development of immovable properties.

(b) In the normal course of my business, I as Director / Parther and also in my personal capacity, execute several deeds, documents agreements, supplementary agreements, undertakings including Agreement for sale of Flats / Units / Offices (hereinafter referred to as "the said deeds") which are required to be compulsorily registered under the provision of Applicable Laws in the office of Sub-Registrar of Assurances at different places.

- (c) On account of my pre-occupation with work, I am unable to supplear before the Sub-Registrar for admitting the said deeds which are duly executed by me.
- (d) I am therefore desirous of appointing MR. KETAN NAVINCHANDRA MODI.

 son of MR. NAVINCHANDRA RAMANLAL MODI, residing at Flat No. B-4

 Floor, New Ambica Co-operative Housing Society Limited, Jawahar Navince
 Goegaon (West), Mumbai 400 062, as my constituted attorney to attend the office of the Sub-Registrar of Assurances at different places to admit the deeds for registration, which are duly executed by me.

NOW KNOW YE AND THESE PRESENTS WITNESS that, I KETAN RUKHANAT do hereby nominate, constitute and appoint MR. KETAN NAVINCHANDRA MODES to be my true and lawful attorney for the purpose expressed that is to say:

Rupses One Hundred Olly
LCLC BANK LTD.
Shagun Hall, Film dry Road.

A.

2. And to perform and execute all acts, deeds, matters and effects to the registration of the said deeds and for that purpose at resaid and effectually to all intents and purposes as I could do in my posses these presents had not been made.

3. To identify my signature.

4. This POWER OF ATTORNEY is restricted to register the said deeds duly executed by me for registration before the Sub-Registrar of Assurances at different places. This POWER OF ATTORNEY is not for the execution of the said deeds.

I, KETAN RUKHANA hereby agree to ratify and confirm all what so what so with admission and registration of the said deeds.

IN WITNESS WHEREOF I have set and subscribed my hand to Mumbai on this _____5th__ day of ____0Ctober__,2006.

SIGNED, SEALED & DELIVERED

by withinnamed

MR. KETAN RUKHANA

in the presence of ...

Specimen signature of Constituted Attorney

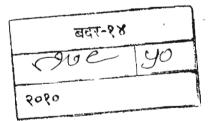
MR. KETAN NAVINCHANDRA MODI

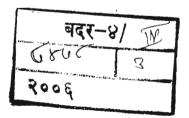
JUS.

SUBURBAN DE









दस्त गोषवारा भाग-1 दरत क्र 8478/2006 दुय्यम निबंधकः 006 OSTOY अंधेरी 2 (अंधेरी) þm 8478/2006 मोक : प्रकार : मुखत्यारनामा पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा पक्षकाराचे नाव व पत्ता केतन रुखाना S/O जयसिंग रुखाना ---लिहून देणार घर/फ़्लॅट नं: 203 गोल्डन बंगला , 2 रा मजला , रोड , सांताकुझ प ., मुं 54 /रस्ताः -सही तीचे नावः -त नः संहतः -गांव:-केतन नविनचंद्र मोदी - -न्यार प्राप्त प्रमास - -प्रर/फ़्लॅंट नं: बी 4 , न्यु अंबिका को ऑ हौ सो लि लिहून घेणार सामजला , जवाहर नगर , गोरेगाव प , मुं वय 28 /रस्ताः -तीचे नावः -तं नं: -खाहतः -सही द्यदर-१४ २०१० OF THE SUB-REGISTR SUBLIBAN DIS

माग - २ वदर4 दस्त क्रमांक (8478/2006) 04104 रतं क्र. [वदर4-8478-2006] चा गोषवारा पावती क्र.:8537 दिनांक:14/11/2006 गुज़ार मुल्य :1 मोबदला ० भरलेले मुद्रांक शुल्क 100 पावतीचे वर्णन नांव: केतन रुखाना S/O जयसिंग रुखाना -- -रत हजर केल्याचा दिनांक :14/11/2006 04:03 PM नेप्रावनाचा दिनांक : 05/10/2006 :नोंदणी फी स्त हंजर करणा-याची सही : :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (317. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी SUBIRBAN DIST. CO रताचा प्रकार :48) मुखत्यारनामा शक्का क. 1 ची वेळ : (सादरीकरण) 14/11/2006 ०४:06 PM अपन शक्का क. 2 ची वेळ : (फी) 14/11/2006 04:06 PM अपन शक्का क. 3 ची वेळ : (कबुली) 14/11/2006 04:06 PM 200:****एकूण शक्तां क्र. 4 ची वेळ : (ओळख) 14/11/2006 04:06 PM दु. निबंधकाँची सही, अंधेरी 2 (अंधेरी) रत नींद केल्याचा दिनांक : 14/11/2006 04:07 PM ळिख ालील इसम असे निवेदीत करतात की, ते दरदाएँवज करून बेगा यांना व्यक्तीशः ओळखतात, रियांची ओळख प्रटवितात. चंद्रकात शिंदे - - ,घर/फ़लॅट नं: 302 ए राधा महावीर नगर , कांदीवली प ल्ली/ररताः -मारतीचे नावः -नारतं नं: -ट/वसाहतः -पाने आहेत. हर/गाय:-लुका: -सोमनाथ परब - - ,घर/फ़्लॅट नं: वरीलप्रमाणे ांधक अंधेरी क. 🦦 ल्ली/रस्ताः -्रप्रनगर जिल्हा. नारतीचे नावः -सारत नः -/यसाहत: हरं/गाव:-लुकाः -बदर-१४ बदर-४/ ८०० /२००६ पुस्त ह का मां ज १. क्रमांक 📉 बर ोंदङाः दि .ांफ अंक्ट्रे म. ६ म्बः उपने र जन्हा.

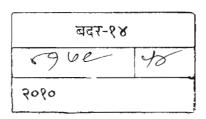
घोषणापत्र

16/10/10

बदर-१४ ९०७ ५७ २०१०

कुरू - खत्यारकारायकार सद च सहा

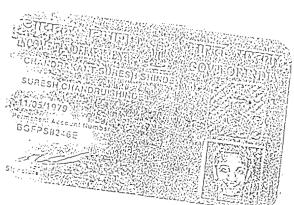




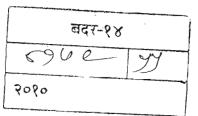


इस कार्ड के खोने / पाने पर कृपया सूचित करें / तौटाएं आयकर पैन सेवा इकाई. एन एस डी एल पहली गंजिल, टाईम्स टावर, कमला मिल्स कन्याउड. एस. बी. मार्ग, लोअर परेल, मुन्दई - 400 013

If this card is lost /someone's lost card is found, please inform /return to:
Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parely Munibai - 400 013.
Tel: 91-22-2494 650, Pax: 91-22-2495 0664,
e-mail: tininfo@nall.co.in









16/10/2010

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर14

दस्त क्र 8179/2010

5:52:49 pm दस्त क्रमांक : सह दु.नि.का-कुर्ला 4

8179/2010

दस्ताचा प्रकार: करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः मे/- ॲक्सीस रिअल्टी प्रा.लि. चे संचालक अनीश केतन मोदी AADCA3025D

पत्ताः घर/फ़लॅट नंः -

अनु क्र. पक्षकाराचे नाव व पत्ता

गल्ली/रस्ताः 77, उदयोग भवन , सोनावाला रा

लिहून देणार

वय

सही



नावः श्री राधेश्याम इस्पात प्रा.लि.तर्फे संचालक संजय 2 कांतीलाल शाह

पत्ताः घर/फ़्लॅट नंः -

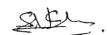
गल्ली/रस्ताः ४०९, आशिर्वाद बिल्डींग , अहमदाबाद स्ट्रिट, कर्नाक बंदर मुं. ०९

ईमारतीचे नावः -ईमारत नं: -

लिहून घेणार

वय 40

सही









दस्त गोषवारा भाग - 2

वदर14

दस्त क्रमांक (8179/2010)

40

दस्त क्र. [वदर14-8179-2010] चा गोषवारा

बाजार मुल्य :10970465 मोबदला 12600000 भरलेले मुद्रांक शुल्क : 630000

दस्त हजर केल्याचा दिनांक :16/10/2010 05:48 PM

निष्पादनाचा दिनांक : 16/10/2010 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 16/10/2010 05:48 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 16/10/2010 05:52 PM शिक्का क्र. 3 ची वेळ : (कबुली) 16/10/2010 05:52 PM शिक्का क्र. 4 ची वेळ : (ओळख) 16/10/2010 05:52 PM

दस्त नोंद केल्याचा दिनांक : 16/10/2010 05:52 PM

दिनांक:16/10/2010 पावती क्र.:8226 पावतीचे वर्णन

नांव: श्री राघेश्याम इस्पात प्रा.लि.तर्फे संचालक संजय कांतीलाल शाह - -

30000 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची 1140

नक्कल (आ. 11(2)),

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

एकत्रित फ़ी

31140: एकूण

3/10/11/2

निबंधकाची सही, सह दु.नि.का-कुर्ला 4

ओळख:

खालील इसम असे निवेदीत करतात की, ते दस्तरेवज करुन देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात.

1) चंद्रकांत शिंदे- - ,घर/फ़्लॅट नं: -

गल्ली/रस्ता: 302 ए, राधा , महावीर मगरे

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -पिन: -

2) कल्पेश गोस्वामी - - ,घर/फ़लॅट नं:

गल्ली/रस्ताः वरीलप्रमाणे-

ईमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः

शहर/गाव:-

तालुका: -पिन: -







प्रमाणित करण्यात ग्रेते की या दस्त ःश्ये पक्रणर्सिताति (UCI)णाने आहेत बदर -१४। ८९ ७९ ।३०१० पुस्तक कमांक ने कमांकावर नोंदला. हिनांक 9 ६ १०० प्रकार

(भ. ना. गठद) सह दुरुयम निबंधक कुर्ला 🕏 मुंबई उपनगर जिल्हा

दुय्यम निबंधक: सह दु.नि.का-कुर्ला 4

दस्तक्रमांक व वर्ष: 8179/2010

Saturday, October 16, 2010

5:52:56 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: भांडुप

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतों की पटटेदार ते नमूद करावे) मोबदला रू. 12,600,000.00 बा.भा. रू. 10,970,465.00

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

(1) सिटिएस क्र.: 216/ व इतर वर्णनः ऑफीस नं. 401 सी ,4 था मजला , फिलीक्स बिल्डींग , एलबीएस मार्ग ,भांडुप प.मुं. 78., सिटीएस नं. 216 बी , 216 सी , झोन क्र. 121/558

(३)क्षेत्रफळ

(1)181.33 ची मी.बांधीव

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) में/- ॲक्सीस रिअल्टी प्रा.लि. चे संचालक अनीश शाह व केतन रुखाना या दोघांच्यावतीने मुखत्यार म्हणून केतन मोदी AADCA3025D - -; घर/फ़लॅट नं: -; गल्ली/रस्ताः 77, उदयोग भवन , सोनावाला रोड , गोरेगाव पू. मुं. 63; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -.

(6) दस्तऐवजं करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) श्री राधेश्याम इस्पात प्रा.लि.तर्फे संचालक संजय कांतीलाल शाह - -; घर/फ़्लॅट नं: -; गल्ली/रस्ताः 409, आशिवांद बिल्डींग , अहमदाबाद स्ट्रिट, कर्नाक बंदर मुं. 09; ईमारतीचे नादः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -;पिनः -; पॅन नम्बरः AAKCS4206M.

(7) दिनांक

करान । पर्

करून दिल्याचा 16/10/2010

(8) नोंदणीचा

16/10/2010

(9) अनुक्रमांक, खंड व पृष्ठ

8179 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 630000.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 30000.00

(12) शेरा

DATED THIS

DAY OF

200

BETWEEN

M/s. AXIS REALTY PRIVATE LIMITED

77, Udyog Bhavan, Sonawala Lane, Goregaon (East), Mumbai – 400 063

...THE OWNER

AND

MEMMES. SHREE RADHITSHYAM ISPAT PUT. LTD.
Add: 409, Ashirwad Bldg.,
Ahmedabad Street, Carnac Bunder,
Mumbai-400009.

...PURCHASER/S

AGREEMENT FOR SALE OF

PREMISES NO. 401C ON 4TH FLOOR

ΑT

FILIX

L.B.S.Marg, Bhandup (West), Mumbai - 400 078



RECEIPT NO. 71074

WARD

Date:

14/03/2023 12:23:47

Receipt No 1

2023ACR04170940

Tax:

Property

Account No \$X0701910700007

State Code	PAN No).	GST No. UIN No.	F	Place of Supply	Reg	jistered
Bill No.	Bill Dt.	Amount	ND+W.Fee+M.Pnity+G.Pnity+ Dischq.F.+Unlawful+Adm.	Total Dues	Early Bird Discount	Net Payable	Cash/ Chq Amt.
202210BIL16735714	01/10/2022	6577631	0+0+ 0+0+0 +0+0	2160265	O	2160265	85652
202220BIL16735715	01/10/2022	6577631	0+0+0+0+0+0+0	2160287	0	2160287	85652

					Ad I		
Seq.No. Instrument type	Date	NO	MICR No.	Bank Status Amount	4320552	0 /	4320552
ft/ Chq/ 06/03/2023/ 340353	4000020	007/ ST	ATE BANK	OF INDIA(/ 171304 Cheque()	h		7020002

Net Amount j	CGST	SGST	- UGS
171304	0	0	1

One Lakh Seventy One Thousand Three Hundred Four Only

Assessee's Name: M/s. J B ADVANI AXIS REATY PVT LTD

Advance Payment Remark :

Type of Collection Authorised

Part Payment

HSN/SAC NO.: 999111 MCGM PAN NO.: AAALMO042L

MCGM GST NO.: 27AAALM0042L3Z4

Created Bys1-vi-cas-o1.cvs

Gross Value

171394

Printed By :Shubhangi Amer

Cheque Recieved Subject to Realisation.



Maharashtra State Electricity Distribution Co. Ltd.

BILL OF SUPPLY FOR THE MONTH OF

GSTIN 27AAECM2933K1ZB

Website: www.mahadiscom.in Dec-2023 HSN CODE: 27160000

Consumer No. :

Consumantal CIRCLE - 539

BHANDUP URBAN DIVIS - 555

Pannalal S/Dn - 73-

Address:

800000005939

M/S SHREE RADHESHYAM ISPAT PVT LTD SHOP NO 401/C FILIX COMMERCIAL COMPLEX

LBS MARG

HOIC

Village:

Pin Code:

BILL DATE:	No: 000002274913412
IF PAID UPTO 25/01/2024	₹ 22970.00
IF PAID AFTER 15/01/2024	22780.00
Last Racalpt Nc25/01/2024	23260.00
Last Mouth Payment / 14-12-202	3
Sqals (Sector 27000.00	

		DOMESTIC STORY	27000.00	THE ROLL OF THE PARTY OF THE PA
E-mail:	400078	Activity	Small Scale	e / Private Sector
Mobile No.:	Meter No.:	Seasonal		
Sanctioned loags WWw.67	Connected Load (F063-12586494	Urban/Rural	Flag N/	Express Feeder Flag :
Contract Demand (KVA): 12.00	KW 50% of Con. Demand (KVA)99 KW	Feeder Volta	ge (KV) :	N
Tariff: 10.00	5.00		11	

Date of Connection: 52 LT-II A	D Catego 3555523 GIS Dtc/Pole	GSTIN:
Supply at : 28/06/2011	Elec. Duty: Commercial	PAN:
v. Highest (Mth) : LT	Prev. Highest Bill Demark (KVA):	AMRI
Security Deposit Hold Rs. :	Addl. S.D. Demanded Rs. :	Reader
Bank Guarantee Rs.: 45620.00	S. D. Arrears Rs. : 0.00	

28/06/2011		PAN .						
v. Highest (Mth) : LT				Prev. Highest Bill Demark (RVA):				
Security Deposit Hold Rs. :			Addl. S.D. Demanded Rs. :					
Bank Guarantee Rs.: 45620.00			S. I	S. D. Arrears Rs. : 0.00				
BILLING HISTORY					E (UUCHSSYSSEINNES	MER CARE Toll Free	a No.	
Bill Month Units		Bill Demand (F	[585] BBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBB			12,1800-233-3435.		
2107				27278.20	1800-102-3435			

BILLING HISTORY						
Bill Month	Units	Bill Demand (KVA)	Bill Amount			
Nov-2023	2197	0	27278.29			
Oct-2023	2318	0	28188.37			
Sep-2023	1899		23195 86			
Aug-2023	1850	-0	22052.38			
Jul-2023	1686	0	20147.88			
Jun-2023	2379	0	28195.55			
May-	2499	0	29589.09			
Apr-2023	2329	0	27614.91			
Mar-2023	2164	0	26641.78			
Feb-2023	1814	0	22416.37			
Jan-2023	1480	0	18384 12			
Dec-2022	2096	0	25820.84			

Rule & Procedure for Consumer Grievances Redressal is available at www.mahadiscom.in>consumer portate CGRF

Scan this QR Code with BHIM App for UPI



If paid by QR Code then Prompt Pay Discount/Delay Payment Charges will be adjusted in subsequent bill.

Maintain Harmonic distortion within limit as prescribed by IEEE STANDARD 519-1992 to avoid penalty

Avail Power factor incentive up to 3.5% maintaining power factor above 95% to 100%

Avail load factor incentive up to 15% by maintaining constant load profile.

Avail 1% prompt payment discount by paying bills within prompt Follow us on date.



For making Energy Bill payment through RTGS/NEFT mode, use following details.

Beneficiary Namer: MSEDCL

Beneficiary account not: MSEDCL01800000005939

IFS Code: SBIN0008965 , Name of Bank: STATE BANK OF INDIA, Name of Branch: IFB BKC

Bill Amount: < As per bilt>

Disclaimer: Please use above bank details only for payment against consumer number mentioned in beneficiary account number.

In case of energy bill paid through NEFT / RTGS, date of amount credited in MSEDCL bank account will be considered as bill payment date

MAHAVITARAN

महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्यादित

STAY HOME, PAY ONLINE & STAY SAFE FOR MORE DETAILS VISIT WWW.MAHADISCOM.IN OR

CALL MSEDCL-TOLL FREE 1912/19120/1800-102-3435/1800-233-3435

MISERCL ONLINE PAYMENT FACILITY

- . Pay Online to Save your Time and Money
- Safe and Secure
- · Pay Online: from MSEDCL Official Website, Nahavitaram Mobile App.
- · Online payment facility available through Net-Fanking, Credit Card, Debit Card, Cash Cards, UP I etc.
- . 0.25% discount (up to Rs. 500) in next month Bill,
- · RTGS Payment facility for HT and LT consumers above 20 kw load' For RTGS payment, Virtual account number of consumer and bank details are printed on Consumer bill.

Important Message

- Consumers can pay online using Net banking, Credit/Debit cards at https://wss.mahadiscom.in/wss/wss after registration.
- Submit / update your E-mail id and mobile number to Circle Office for receiving prompt alerts through SMS.
- Submit / update your PAN & GSTIN to Circle Office with copies of PAN & GSTIN for verification.
- Special desk is operational for HT Consumers, please contact: htconsumer@mahadiscom.in for any clarification / query or grievance.
- This Electricity Bill should not be used for the address proof and as a proof of property ownership.
- For any payment to MSEDCL, ENSURE & INSIST for computerized receipt with unique system generated receipt number. Do not accept hand written receipt. Pay online to avoid any inconvenience.

TAX INVOICE

FILIX CONDOMINIUM

OPP. ASIAN PAINT, LBS MARG, BHANDUP (W) Tel No .:-

GSTIN: 27AAAAF7286L1Z8 STATE NAME: Maharashtra STATE CODE: 27

Name & Address of Party/recipient

SHREE RADHESHYAM ISPAT LTD

Registration No.: 2429/2019 DATED 08/03/2019 : AAAAF7286L PAN

SAC CODE: 9995

BIII No.

: 10/23-24 Date : 9-Sep-2023 Due Date: 30-Sep-2023

: 1626 Area Billing Period: FOR APRIL TO SEPTEMBER 2023

UNIT No.: 0401C

State Name & Code: Maharashtra - 27

GSTIN: 27AAKCS4206M1Z1

Sr. Amount (INR) No. 97,560.00 MAINTENANCE CHARGES (Rs.10/- Per Sq Ft Per Month on Carpet Area.) Sub-Total 97,560.00

SGST @ 9% CGST @ 9% 2

8,780.00 Total 1,15,120.00

8,780.00

Grand Total Amount in Words :INR One Lakh Fifteen Thousand One Hundred Twenty only.

Note:

Notes & Instruction :

Payment beyond due date will attract simple interest @ 18% p.a.

Cheque should be drawn in favor of "FILIX CONDOMINIUM". Kindly mention your unit no, name & contact details on the reverse of the cheque.

Members can also make payment of maintenance charges online through net banking. The details for making online

payment are as follows:

: HDFC BANK

Branch

: BHANDUP WEST, Mumbal - 400 078

IFSC Code Account No

: HDFC0000967 : 59201609196599

Account Type Account Name

: CURRENT A/C : Filix Condominium

After making online payment, please e-mail payment details to newlookgroup@yahoo.com & filixcondominium@gmail. com, mentioning the flat no. and name of member. In absence of an e-mail, the amount will be kept in suspense

The Receipt for the current bill will be given along with next bill.

Kindly arrange to provide GST registration number of your unit to office bearers immediately.

RECEIPT

E.& O.E Receipt Date : 20-3-2023

¥ 1,15,120.00

Receipt No.: 312

account.

Received with thanks From SHREE RADHESHYAM ISPAT LTD Unit No. :0401C Sum Of Rs.57,560.00 (Fifty Seven Thousand Five Hundred Sixty only.) By Cheque No. NEFT:000562 Dated 20-Mar-2023 Drawn on Branch .

Remarks : BEING RECD FROM 0401C VIDE NEFT TOWARDS MAINT

Rs 57,560.00

For FILIX CONDOMINIUM

Subject to realization of Cheque / NEFT / RTGS.

Authorised Signatory

BRIHANMUMBAI MAHANAGARPALIKA.

No. CE/1114/BPES/AS

To,
M/s. Axis Realty Pvt. Ltd.,
77, Udyog Bhavan,
Sonawala Lane, Goregaon (East)
Wumbal - 400 063.

or in

25 JAN 2011

Sub:- Part Occupation permission to the commercial building on plot bearing CTS No.216-B and 216-C(pt.) of village Bhandup at L.B.S. Marg, Bhandup (West).

Sir,

The part development work of the commercial building comprising Basement + Ground Floor + 8 Upper floors on plot bearing CTS No 216-8 and 216-C(pt.) of village Bhandup at L.B.S. Marg, Bhandup (West) completed the supervision of Licensed Surveyor Shri. Ashok Mody having License No 1/1176/LS and Structural Engineer Shri. U.M. Joshi having License No STR/J/26 may be occupied on the following conditions:

- That Certificate under Section 270-A of the Mumbai Municipal Corporation Act shall be submitted before applying for B C C or within 3-months whichever is earlier.
- 2 That the balance IOD / AP conditions shall be compiled with before asking for full occupation.

One set of certified completion plans duly signed and stamped is hereby returned in the token of Municipal approval.

Note:- This permi

This permission is issued without prejudice to actions under sections 305, 353-A of Mumbal Municipal Corporation Act

25 JAN 2017

Copy forwarded for information to the L.S. Shri, Ashok Mody

Yours faithfally

sd/-

Executive Engines: (Building Proposals)(E.S.)

E.E.(B.P.)EIS-11