



Friday, January 10, 2014
11:50 AM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 281 दिनांक: 10/01/2014

गावाचे नाव: जांभिवली

दस्तऐवजाचा अनुक्रमांक: उहन3-277-2014

दस्तऐवजाचा प्रकार : भाडेपट्ट्याचे हस्तांतरणपत्र

सादर करणाऱ्याचे नाव: राजेशकुमार वासुदेव साह

नोंदणी फी

रु. 9500.00

दस्त हाताळणी फी

रु. 2320.00

पृष्ठांची संख्या: 116

एकूण:

रु. 11820.00

आपणास मूळ दस्त, खबनेल प्रिंट व सीडी अंदाजे 12:05 PM ह्या वेळेस मिळेल.

Sub Registrar Ulhasnagar 3

सह दुय्यम निबंधक कार्यालय-३

उल्हासनगर रु.३

बाजार मुल्य: रु.754000/-

मोबदला: रु.929188/-

भरलेले मुद्रांक शुल्क: रु. 37300/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.9500/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001158247201314S दिनांक: 06/01/2014

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 2320/-



10/01/2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.उल्हासनगर 3

दस्त क्रमांक : 277/2014

नोदणी :

Regn:63m

गावाचे नाव : 1) जांभिवली

(1) विलेखाचा प्रकार	भाडेपट्ट्याचे हस्तांतरणपत्र
(2) मोबदला	929188
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	754000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: अंबरनाथ इतर वर्णन : इतर माहिती: मौजे-जांभिवली, तालुका-अंबरनाथ, एडीशनल अंबरनाथ इंडस्ट्रीअल एरिया, प्लॉट नं. ए एम-१९, ब्लिस, अ -विंग, पाचवा मजला सदनिका न. ५१०, कार्पेट क्षेत्र- १७.६२ चौ.मीटर म्हणजे कार्पेट क्षेत्र- १९० चौ. फुट. अधिक प्रोजेक्शन क्षेत्र- १०५ चौ.फुट एकूण क्षेत्र-२९५ चौ.फुट कार्पेट ((Plot Number : AM-19 ;))
(5) क्षेत्रफळ	1) 295 चौ. फुट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- एमजीएन प्राॅपर्टीस एलएलपी चे भागीदार मनजी गणेशा पटेल व बेचर राघवजी पटेल यांचे कु.मु.धारक प्रफुल एस. नेगांधी बय:-65; पत्ता:-प्लॉट नं: १०,, माळा नं:-, इमारतीचे नाव: मिथिला शॉपिंग सेंटर, ब्लॉक नं. व्ही. एम. रोड,, रोड नं: जुहु स्कीम, विले पार्ले, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400049 पॅन नं:-AASFM3598B
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- राजेशकुमार वासुदेव साहू वक:-32; पत्ता:-९४, ८,, -, शिव छाया अपार्टमेंट,, -, शिवगंगा नगर, अंबरनाथ, ठाणे, Ambernath South, Maharashtra, Thane, Non-Government. पिन कोड:-421501 पॅन नं:-AYPPS9538Q
(9) दस्तऐवज करून दिल्याचा दिनांक	10/01/2014
(10) दस्त नोंदणी केल्याचा दिनांक	10/01/2014
(11) अनुक्रमांक, खंड व पृष्ठ	277/2014
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	37300
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	9500
(14) शेर	

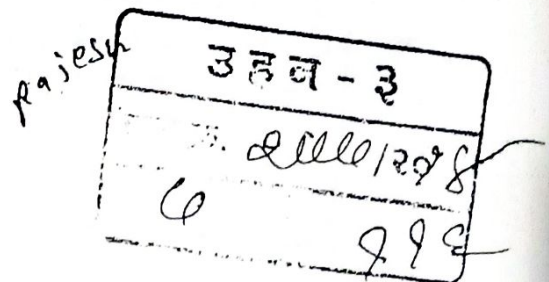
सह दुय्यम निबंधक वर्ग-२
उल्हासनगर क.३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

Nature of Document	AGREEMENT TO ASSIGNMENT
Registration Details	Registrable / Non Registrable If Registrable Name of S.R.O.UNR-3
Franking Unique No.	
Property Description in brief	Flat No.510 on 5 th Floor in "A" Wing "BLISS", Plot No. AM-19, Additional Ambernath Industrial Area, Near Anand Nagar, MIDC, Ambernath (East) Thane-421506
Consideration Amount	Rs. 9,29,188/-
Stamp Purchasers Name	MGN Properties LLP, 10, Mithila Shopping Centre, V. Mehta Road, Juhu Scheme, Vile Parle (West), Mumbai – 400 049
Name of the other Party	Shri. Rajeshkumar Vasudev Sah Flat No.8, Shiv chhaya apartments, plot no. 94, shiv ganga nagar, Ambarnath (East) Thane - 421501
Stamp Duty Amt. in words	Rs. 37,300/- (Rupees Thirty Seven thousand three hundred Only)
Authorized Person's full Signature & Seal	





24/01/2013
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AGREEMENT TO ASSIGNMENT

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THIS AGREEMENT TO ASSIGNMENT is made and entered into at Mumbai on this 10 DAY OF January IN THE CHRISTIAN YEAR TWO THOUSAND AND THIRTEEN. February

BETWEEN

M/S MGN PROPERTIES LLP., through its partners (1) Shri Gangdas Ganesha Patel, (2) Shri Manji Ganesha Patel, (3) Shri Narshi Ganesha Patel, (4) M/s. Suraksha Realty Limited and (5) M/s. Ruvee Properties Pvt. Ltd., a company incorporated under the LLP Act, 2008 and having its registered office at 10, Mithila Shopping Centre, V. Mehta Road, Juhu Scheme, Vile Parle (West), Mumbai - 400 049, hereinafter called "THE ASSIGNORS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

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AND

SHRI RAJESHKUMAR VASUDEV SHAM, an adult, Indian Inhabitant, residing at Flat No. 8, Shiv Chhaya Apartments, Plot No. 94, Shiv Ganga Nagar, Ambarnath (East), Thane - 421 501; hereinafter called "THE INTENDING ASSIGNEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, representatives, administrators and assigns) of the SECOND PART:

WHEREAS:

- 1) By a Deed of Lease dated 27th January, 2011 (hereinafter referred to as the "said Principal Lease Deed") duly registered with the Sub-Registrar of Assurances at Ulhasnagar on 07th February, 2011 under Serial No. UHN-3-00620-2011, executed by and between The Maharashtra Industrial Development Corporation (therein referred to as "the Lessor" and hereinafter referred to as the "M.I.D.C. [Original Lessor]") and the Assignors herein (therein referred to as "the Lessee"), the Lessor therein demised all that piece or parcel of land bearing Plot No. AM-19 admeasuring 10,000 sq meters and AM-20 admeasuring 6366.36 sq meters aggregating to a total of 16366.36 sq.meters or thereabouts along with the building known as "Udyog Bhavan-1" having saleable built up area of 4695.12 sq.mt. standing on Plot No. AM-19 & AM-20 in Additional Ambarnath Industrial area, Village-Jambhivali, Taluka-Ambarnath and District Thane more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said larger property") to the Assignors herein for a period of 95 (Ninety Five) years with effect from 01st April, 2010 at the premium, rent and the terms and conditions more particularly set out therein.
- 2) Under the said Principal Lease Deed dated 27th January, 2011; the Assignors are entitled to develop the said larger property as per the rules and regulations of the M.I.D.C.
- 3) The Assignors are constructing residential cum commercial building to be named as "BLISS" ("said Building") on the said larger property more particularly described in the Second Schedule hereunder written and to obtain all requisite permissions, approvals, sanctions etc. from the M.I.D.C.
- 4) The Assignors have obtained the building plans sanctioned vide Certificate bearing No. EE/AMB/AM-19/A74695 of 2013 issued by the MIDC dated 08/03/2013. The copy of the said Certificate ("CC") is annexed hereto and marked as Annexure "A".
- 5) The Intending Assignee has approached the Assignors and has requested to assign the Flat bearing No. 8/A admeasuring 17.62 Sq.mtrs. equivalent to 190 Sq. Ft. carpet area on 5th Floor in "A" Wing (hereinafter referred to as the "said Flat") together with the amenities annexed hereto as Annexure B in the building know as "Bliss" being constructed by the Assignors on the property which said Flat is more particularly described in the Third Schedule hereunder written and hatched black on the floor plan annexed hereto as Annexure "C". The projection area in the flat admeasures 105 Sq. Ft. hence the carpet area and the projection area aggregates to 295 Sq. Ft.
- 6) At the request of the Intending Assignee, the Assignors have agreed to assign the said Flat to the Intending Assignee herein upon the terms and conditions more particularly stated herein for the residual unexpired period of 95 (Ninety Five) years which shall further be renewable subject to the fulfillment of the terms and conditions stipulated in the said Principal Lease Deed dated 27th January, 2011.
- 7) The M.I.D.C vide its Order bearing no.MIDC/ROT/AMC/2737 dated 25/10/2013 has granted its consent for transfer and assignment of the Assignor's interest under the said Deed of Lease dated 27/01/2011 subject to such term and conditions contained therein. A copy of the said Order is annexed hereto as Annexure "D".

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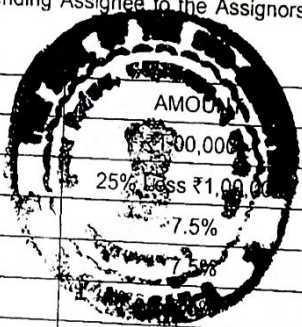
8) The parties hereto are executing these presents in respect of the said flat upon terms, conditions, stipulations and covenants hereinafter mentioned.

NOW THIS AGREEMENT TO ASSIGNMENT WITNESSETH THAT AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1) The recitals contained hereinabove shall form an integral part of this Agreement as if the same are set out and incorporated in the operative part herein and the same shall be read, construed and interpreted accordingly.
- 2) In consideration of the sum of Rs.9,29,188/- (Rupees Nine Lacs Twenty Nine Thousand One Hundred Eighty Eight Only) to be paid by the Intending Assignee to the Assignors as and by the way of premium and of the yearly rent of Rs.100/- (Rupees One Hundred Only) or any increment made by the MIDC (Original Lessor) ("said yearly rent"), hereby reserved and covenants and agreements on the part of the Intending Assignee hereinafter contained, the Assignors doth hereby agree to assign unto the Intending Assignee, the said Flat in the Building to be known as "Bliss" being constructed by the Assignors on the property, more particularly described in the Second Schedule hereunder for the residual unexpired term of 95 (Ninety Five) years computed from 01.04.2010. It is agreed by and between the parties hereto that the Intending Assignee shall pay to the Assignors / Original Lessor the said yearly rent in advance without any deductions whatsoever on or before the 01st day of January each and every year. The said rent shall be exclusive of the taxes, dues and other outgoings payable in respect of the said Flat, to the Government, Municipal Authority, MIDC (Original Lessor) or any other statutory authorities or any person.
- 3) The Intending Assignee has on or before the execution of this Agreement to Assignment paid to the Assignors a sum of **Rs.3,01,986/-** (Rupees Three Lacs One Thousand One Hundred Eighty Six Only) however the further balance payment of **Rs.6,27,202/-** (Rupees Six Lacs Twenty Seven Thousand Two Hundred Two Only) shall be paid by the Intending Assignee to the Assignors in the following manner as stipulated below:

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दस्तक. 20/1/2018

SR NO.	DESCRIPTION	AMOUNT
1	On Booking	₹1,00,000
2	Within 15 days from the date of booking	25% Less ₹1,00,000
3	On Completion of First Floor	7.5%
4	On Completion of Second Floor	7.5%
5	On completion of Third Floor	7.5%
6	On Completion of Fourth Floor	7.5%
7	On Completion of Fifth Floor	7.5%
8	On Completion of Sixth Floor	7.5%
9	On Completion of Seventh Floor	7.5%
10	On Completion of Terrace Slab	7.5%
11	On Completion of Plastering	10%
12	On Possession	5%



- 4) It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the premium as set out in clause (3) above shall be the essence of the contract.
- 5) It is hereby mutually agreed by and between the parties hereto that if the Intending Assignee fails to make the payment of the premium as stipulated in Clause (2) and clause (3) hereinabove or commits breach of any one of the terms and conditions of this agreement to assignment, then in that event, the Assignors shall at its discretion after giving a notice of 15 (Fifteen) days to the Intending Assignee be entitled to terminate this agreement to assignment and dispose of the said Flat to any

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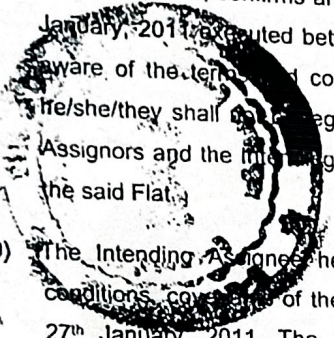
Lawyer

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Rajesh

other person without any recourse or claim from the Intending Assignee herein. In case the Assignors decide to terminate the present agreement to assignment on account of nonpayment of the premium as stipulated in Clause (2) and Clause (3) above, then in that event, 15% of the total premium or the amount paid by the Intending Assignee to the Assignors till the date of termination whichever is less shall stand forfeited as liquidated damages. In case the Assignors decide not to terminate the agreement, then the Intending Assignee shall be liable to pay the interest at the rate of 18% per annum on the delayed payments from the date of default till the date when the actual payments are received by the Assignors.

- 6) It is agreed by and between the parties hereto that the Intending Assignee shall from the date of possession, pay to the Assignors / Original Lessor the said yearly rent in advance without any deductions whatsoever on or before the 1st day of January each and every year. The said yearly rent shall be exclusive of the taxes, dues and other outgoings payable in respect of the said Flat, to the Government, Municipal Authority, MIDC (Original Lessor) or any other statutory authorities or any person.
- 7) The Intending Assignee agree and undertake that he shall from the date of possession, pay to the Assignors regularly whether demanded by or not, his share of maintenance charges, AMC Taxes and other outgoings demanded by concerned local authority or Government for giving water, electricity, sewer clearance, or any other service connection to the said Building in which the said Flat is situated.
- 8) The Intending Assignee declares and confirms that he has inspected the site and seen the said Building under construction and has taken inspection of all the documents including Sanctioned Commencement Certificate bearing No. EE/AMB/AM-19/A74645/of 2013. The Intending Assignee further declares, confirms and affirms that he has verified the said Principal Lease Deed dated 27th January, 2011 executed between the MIDC (Original Lessor) and the Assignors herein and is fully aware of the terms and conditions therein. The Intending Assignee agrees and undertakes that he/she/they shall not be legally entitled to seek any further requisition in respect of the title of the Assignors and the Intending Assignee is fully satisfied that the Assignors are fully entitled to assign the said Flat.
- 9) The Intending Assignee hereby undertakes that he shall perform and observe all the terms, conditions, covenants of the (a) Present Agreement and (b) The said Principal Lease Deed dated 27th January, 2011. The Intending Assignee states, affirms and confirms that all the terms, conditions and covenants of the Present Agreement and the said Principal Lease Deed dated 27th January, 2011 are valid, subsisting and binding on the Intending Assignee.
- 10) The Intending Assignee agrees to comply with all the terms and conditions of any order, scheme, permission, objection etc. that may have been granted or sanctioned and/or which hereafter be granted or sanctioned or imposed by the MIDC and other concerned authorities.
- 11) The Intending Assignee undertakes that he/she/they will sign and execute the necessary deeds and documents as may be required under the preview of MIDC and the Assignors herein, for the said flat more particularly described in the Third Schedule hereunder written.
- 12) It is mutually agreed by and between the parties hereto that the Assignors shall have full right to modify, amend, alter and change the location and floor plan, if required without the written consent of the Intending Assignee. However, under no circumstances, the Assignors shall without the written consent of the Intending Assignee make any changes in the carpet area of the said Flat.
- 13) It is further agreed by and between the parties hereto that the Assignors shall be entitled to sub-divide the said larger property and are also entitled to submit the sub-division plans and get the same



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other person without any recourse or claim from the Intending Assignee herein. In case the Assignors decide to terminate the present agreement to assignment on account of nonpayment of the premium as stipulated in Clause (2) and Clause (3) above, then in that event, 15% of the total premium or the amount paid by the Intending Assignee to the Assignors till the date of termination whichever is less shall stand forfeited as liquidated damages. In case the Assignors decide not to terminate the agreement, then the Intending Assignee shall be liable to pay the interest at the rate of 18% per annum on the delayed payments from the date of default till the date when the actual payments are received by the Assignors.

- 6) It is agreed by and between the parties hereto that the Intending Assignee shall from the date of possession, pay to the Assignors / Original Lessor the said yearly rent in advance without any deductions whatsoever on or before the 1st day of January each and every year. The said yearly rent shall be exclusive of the taxes, dues and other outgoings payable in respect of the said Flat, to the Government, Municipal Authority, MIDC (Original Lessor) or any other statutory authorities or any person.
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- 8) The Intending Assignee declares and confirms that he has inspected the site and seen the said Building under construction and has taken inspection of all the documents including Sanctioned Commencement Certificate bearing No. EE/AMB/AM-19/A74645/of 2013. The Intending Assignee further declares, confirms and affirms that he has verified the said Principal Lease Deed dated 27th January, 2011 executed between the MIDC (Original Lessor) and the Assignors herein and is fully aware of the terms and conditions therein. The Intending Assignee agrees and undertakes that he/she/they shall not be legally entitled to seek any further requisition in respect of the title of the said Flat. The Intending Assignee is fully satisfied that the Assignors are fully entitled to assign the said Flat.
- 9) The Intending Assignee hereby undertakes that he shall perform and observe all the terms, conditions, covenants of the (a) Present Agreement and (b) The said Principal Lease Deed dated 27th January, 2011. The Intending Assignee states, affirms and confirms that all the terms, conditions and covenants of the Present Agreement and the said Principal Lease Deed dated 27th January, 2011 are valid, subsisting and binding on the Intending Assignee.
- 10) The Intending Assignee agrees to comply with all the terms and conditions of any order, scheme, permission, objection etc. that may have been granted or sanctioned and/or which hereafter be granted or sanctioned or imposed by the MIDC and other concerned authorities.
- 11) The Intending Assignee undertakes that he/she/they will sign and execute the necessary deeds and documents as may be required under the preview of MIDC and the Assignors herein, for the said flat more particularly described in the Third Schedule hereunder written.
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- 13) It is further agreed by and between the parties hereto that the Assignors shall be entitled to sub-divide the said larger property and are also entitled to submit the sub-division plans and get the same

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other person without any recourse or claim from the Intending Assignee herein. In case the Assignors decide to terminate the present agreement to assignment on account of nonpayment of the premium as stipulated in Clause (2) and Clause (3) above, then in that event, 15% of the total premium or the amount paid by the Intending Assignee to the Assignors till the date of termination whichever is less shall stand forfeited as liquidated damages. In case the Assignors decide not to terminate the agreement, then the Intending Assignee shall be liable to pay the interest at the rate of 18% per annum on the delayed payments from the date of default till the date when the actual payments are received by the Assignors.

- 6) It is agreed by and between the parties hereto that the Intending Assignee shall from the date of possession, pay to the Assignors / Original Lessor the said yearly rent in advance without any deductions whatsoever on or before the 1st day of January each and every year. The said yearly rent shall be exclusive of the taxes, dues and other outgoings payable in respect of the said Flat, to the Government, Municipal Authority, MIDC (Original Lessor) or any other statutory authorities or any person
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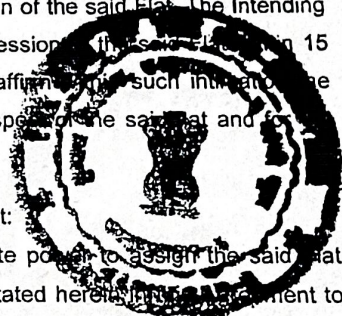
approved from the concerned authorities subject to obtaining necessary consent/permission from the MIDC.

- 14) The Assignors shall give possession of the said Flat to the Intending Assignee within a period of 18 months and a further grace period of 6 months from the date of obtaining Certificate to commence the construction on the said property subject to:
 - (a) obtaining the necessary approvals, sanctions and approvals from MIDC and other concerned authorities and
 - (b) Receipt of entire premium amount as stipulated in Clause (2) and clause (3) of this Agreement.

- 15) The Assignors shall be entitled to reasonable extension of time for giving delivery of the said Flat as stipulated in the clause (14) above, if the completion of building in which the said Flat is to be situated is delayed on account of :

- (a) Delay in obtaining the permissions, approvals, sanctions, NOCs from MIDC and other concerned authorities;
- (b) Exceptional situation and circumstances beyond the control of the Assignors;
- (c) Non-availability of Steel, cement, other building material water or electric supply etc.
- (d) War, bomb explosion, fire, floods, civil commotion or act of God;
- (e) Any Notice, order, rules, restriction, notification of MIDC, government and/or other public, judicial or competent authority affecting the development
- (f) Labour dispute and/or labour contractor problem.

16) It is agreed that once the said Flat is ready for use and occupation, the Assignors shall issue notice to the Intending Assignee intimating him/her/them to take the possession of the said Flat. The Intending Assignee agree and undertake that he/she/they shall take the possession of the said Flat within 15 (Fifteen) days from the receipt of the such intimation and further affirm that such intimation. The Intending Assignee shall be liable to pay charges, dues, etc. in respect of the said flat and for the maintenance of the said building



17) The Assignors doth hereby covenant with the Intending Assignee that:

- (a) The Assignors now have in themselves good right and absolute power to assign the said flat unto the Intending Assignee for the term and in a manner as stated herein in this Agreement to Assignment.
- (b) On the Intending Assignee paying the rent regularly on the due dates and observing, performing the covenants, terms, conditions and stipulations herein contained, the Intending Assignee shall be entitled to hold the said Flat peacefully and quietly during the term hereby created without any eviction or interruption by the MIDC (Original Lessor) and Assignors.

18) The Intending Assignee hereby covenants / agrees / declares for himself / herself / themselves and for his / her / their respective heirs, executors, administrators and assignees to the intent that the obligations contained herein shall continue throughout the term of assignment doth to each of them hereby covenant with the Assignors as follows:

- (a) To observe and perform all the terms, covenants and conditions in these presents and not to commit breach or do any act contrary to any of the said terms, covenants and conditions.
- (b) Not to assign, underlet, transfer, alienate, sub-lease, mortgage or otherwise part with the possession of the said Flat or any part thereof or any interest therein without obtaining the prior written consent of the MIDC (Original Lessor) and/or the Assignors. However, the MIDC (Original Lessor) and/or the Assignors may at their own absolute discretion refuse or grant the same subject to such conditions as they may think fit including the condition for the payment of premium or necessary transfer charges to be paid to the MIDC(Original Lessor).
- (c) If the Intending Assignee desires to avail the financial assistance from the Banks/Financial Institutions by mortgaging the said Flat, in that event he/she/they shall obtain prior written

Handwritten notes and signatures in a rectangular box. At the top, it says '2/3/23'. Below that, there are several lines of handwritten text and signatures, including what appears to be '20/11/2018' and other illegible names.

Handwritten signatures and marks at the bottom of the page. On the left, there is a signature that looks like 'M. K. ...'. In the center, there is a signature that looks like 'L. M. ...'. On the right, there is a signature that looks like 'R. S. ...' with an arrow pointing to it.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

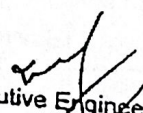


POSSESSION RECEIPT

I Shri. R.S.Zanzad, Executive. Engineer, MIDC Ambarnath (Civil) Division, on behalf of MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION and M/s.MGN Properties Private Limited., Regd. Off. 10, Mithila Shopping Centre, V.M. Road, Juhu Scheme, Mumbai -400049, have this day respectively handed over as per allotment vide No. MIDC/Manager (Land)/176 dtd. 9/4/2010, "As is where is basis" and taken over the possession of Udyog Bhavan No. 1 at Plot No. AM-19 & AM-20 (Part) admeasuring Plot area 10000.00 & 4752.20 square meters & Built up Area 120.00 Sqm. & 3415.12 Sqm (Total built up area - 3535.12 Sqm) in MIDC, Addl. Ambarnath Industrial Area, Taluka Ulhasnagar, Dist : Thane on "As is where is basis"

Ref :- Allotment Order issued by MIDC, Mumbai - 93.

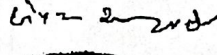
Handed over by


Executive Engineer
M.I.D.C. (Civil) Dn.
Ambarnath

Place :- Ambarnath.

Date:- 10/4/2010.

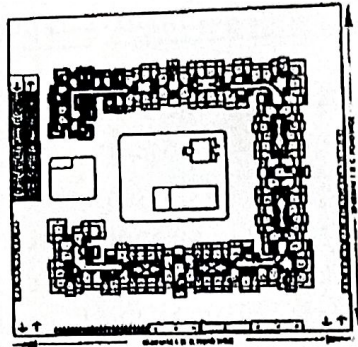
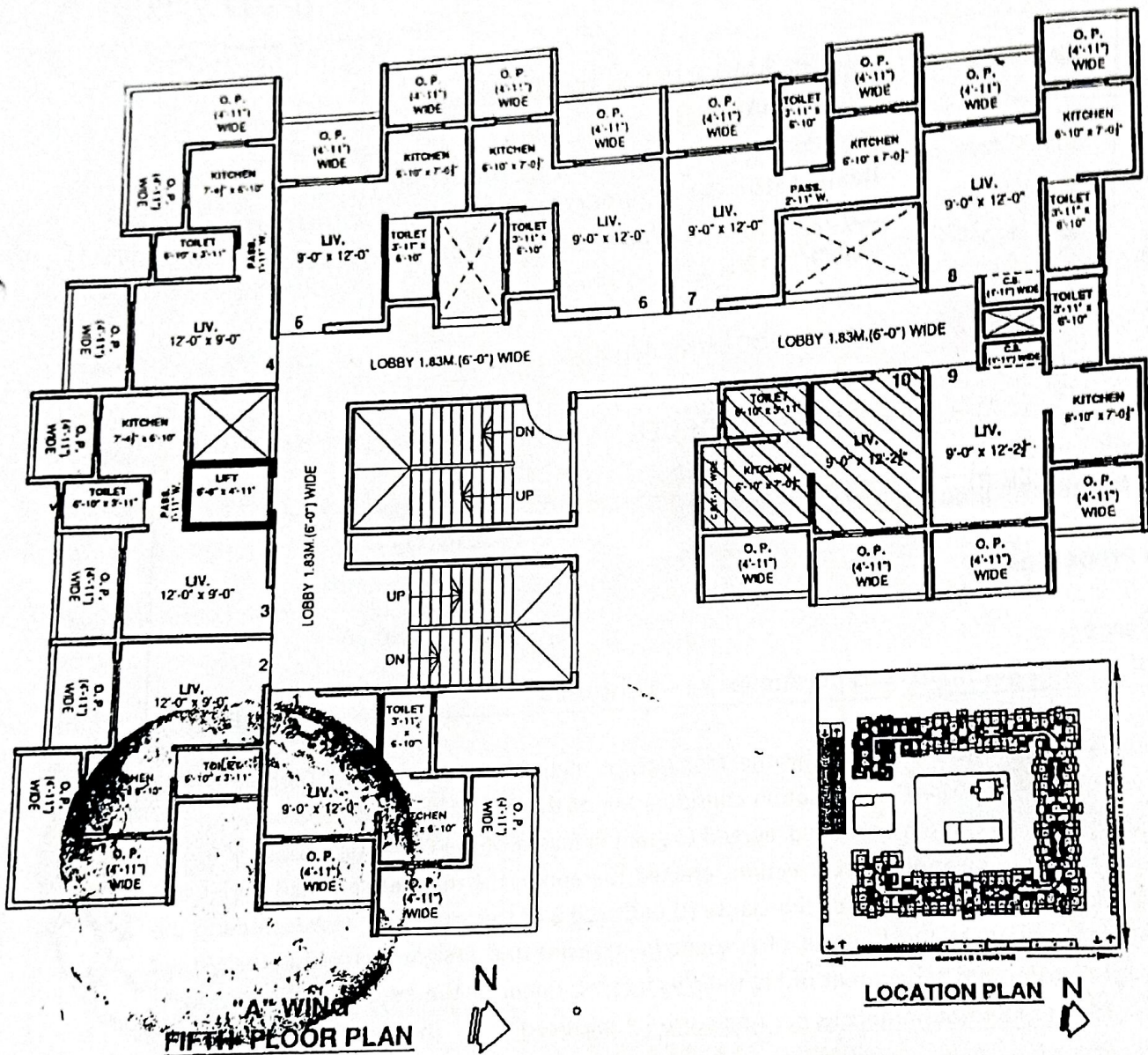
Taken over by





- Copy s f.w.c's to The Sr.Manager (Land-2)MIDC Mumbai 93.
- Copy f.w.c's to Regional Officer MIDC, Thane- 2
- Copy to The Deputy Engineer MIDC, Sub- DIV. Addl. Ambarnath.

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दस्ता क्र. 2100/12078	
870	998



NOTES :-

- DO NOT SCALE THE DRAWING.
- DRAWING IS IN METRIC SCALE.
- DIMENSIONS GIVEN ARE APPROXIMATE.
- THE INFORMATION IN THIS PLAN IS INDICATIVE OF THE DEVELOPMENT THAT IS PROPOSED, SUBJECT TO THE APPROVAL OF THE AUTHORITIES THE BUILDER/DEVELOPER RESERVE THE RIGHT TO CHANGE PLANS WITHOUT ANY NOTICE.

"BLISS"

PLOT NO:AM - 19 ADDITIONAL AMBARNATH INDUSTRIAL AREA,
TAL:AMBARNATH, DIST : THANE.

BY : (M/S. MGN PROPERTIES L.L.P.)

BY MGN PROPERTIES LLP

Law 2000

Authorised Signatory

BR 998

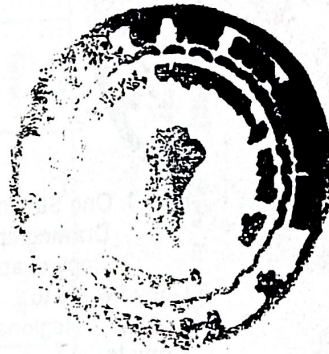
AMENITIES FOR RESIDENTIAL FLATS:

- Earthquake resistant R.C.C. Design.
- Vitrified flooring for all rooms.
- Granite kitchen platform with stainless steel sink and glazed tiles above platform on walls.
- Concealed copper wiring with premium quality accessories with MCB/ELCB arrangement.
- Immaculate painted walls with POP finish.
- Concealed plumbing with premium quality sanitary & CP fittings.
- Provision for geyser & exhaust fan.
- 100% Acrylic paint for external walls.
- Anodized aluminium windows.
- Decorative flush door at the main entrance.
- Lift of reputed company.
- Servant's toilets & Society office.
- Clubhouse facility.
- Fully equipped Gymnasium.

For MGN PROPERTIES LLP

[Handwritten Signature]
[Handwritten Signature]

Authorised Signatory



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दस्त क्र. २०००/२०११	
३१	१११

Date :- 22/2/12

To,
M/s. MGN Properties L.L.P.,
Plot No. AM- 19, MIDC, Indl. Area
Additional Ambernath

Sub:- Additional Ambernath, Indl. Area...
Plan approval for proposed Commercial/Residential building
on Plot No. AM-19.

Ref:- Your Architect's letter dtd. 23/01/2012.

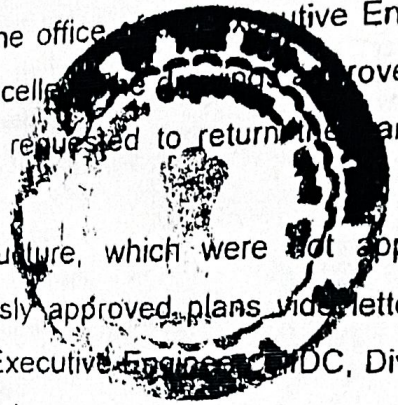
Dear Sir,

- 1) The set of plans, received from you vide your letter cited above, is hereby approved subject to condition, that you will comply the following points. One set is returned to your reference and record
- 2) You had submitted the plans and drawings for 832.193 Sqm of plinth area in the plot area of 10000.00 Sqm. at present, this office has approved the plans for 9999.351 Sqm. upto date built up area. This office has approved Seven Nos. of drawing details of which are attached in the accompanying statement.

A. In case of approval to the modified plans, the original approval to the drawings granted vide letter No. EE/AMBI/..... dt. from the office of the Executive Engineer, MIDC, Division, Ambernath (Civil) is treated as cancelled. The drawings approved now supercede previously approved drawings. You are requested to return the cancelled drawings to the office for cancellation and record.

B. The drawings submitted now are for new structure, which were not approved previously. Present approval along with the previously approved plans vide letter No. EE/AMBI/..... dt. from the office of the Executive Engineer, MIDC, Division, Ambernath (Civil) is to be treated as combined approval.

- 3) The building plans need to be got approved from:-
- i) Factory inspector, Department of Govt. of Maharashtra.
 - ii) Department of Explosive, Govt. of Maharashtra.
 - III) Food & Drugs Department.
 - IV) Provisional NOC from Chief Fire Officer, MIDC, Mumbai.
 - V) Consent from Maharashtra Pollution Control Board.



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दि. २०/०२/२०१२	
२१	११३

MGN PROPERTIES LLP
Madhur
 Authorised Signatory

Rajesh



THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of Larger Property)

Firstly all that piece or parcel of land bearing Plot no. AM-19 admeasuring 10,000 sq. meters and AM-20 admeasuring 6366.36 sq meters aggregating to a total of 16366.36 sq.meters or thereabouts standing on Plot No. AM-19 & AM-20 in Additional Ambarnath Industrial Area, within the village limits of Jambhivali, Taluka Ambarnath and Registration Sub-District Ulhasnagar and District and Registration District Thane, containing by admeasurement 16366.36 sq.meters or thereabouts and bounded as follows that is to say:-

- On or towards the North by : Plot No. B-40/1
- On or towards the South by : Plot No. W-94/1
- On or towards the East by : Open space Plot No. 14
- On or towards the West by : MIDC Road

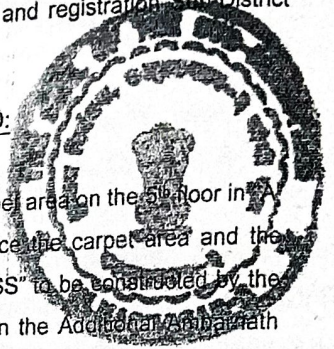
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दस्त क्र. २११६/२०१८	
१२	११९

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of Land)

ALL THAT piece or parcel of the land bearing Plot No. AM-19 admeasuring 10,000 sq.meters in the Additional Ambarnath Industrial Area within the village limits of Jambhivali and registration Sub-District Ulhasnagar, District and registration District of Thane.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of Flat)

Flat bearing No. 510 admeasuring 17.62 sq.mtrs. equivalent to 190 sq.ft. carpet area on the 5th floor in A Wing along with the projection area in the flat admeasures 105 sq.ft. hence the carpet area and the projection area aggregates to 295 sq.ft. of the building to be known as "BLISS" to be constructed by the Assignors on the land admeasuring 10,000 sq.meters on Plot No. AM-19 in the Additional Ambarnath Industrial Area within the village limits of Jambhivali and registration Sub-District Ulhasnagar, District and registration District of Thane.



SIGNED, SEALED AND DELIVERED
By the withinnamed 'THE ASSIGNORS'
MESSRS MGN PROPERTIES LLP
Through its Power of Attorney Holders
SHRI MANJI GANESHA PATEL

)
)
)
)
)



For MGN PROPERTIES LLP

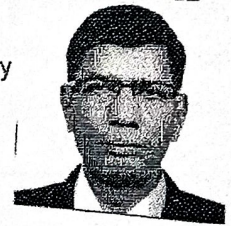
Manji

Manji

Authorised Signatory

SHRI BECHAR RAGHAVJI PATEL

)



In the presence of

Manji

SIGNED, SEALED AND DELIVERED
by the withinnamed 'THE INTENDING ASSIGNEE'
SHRI RAJESHKUMAR VASUDEV SAHEB

)
)
)

Rajesh



In the presence of

Rajesh

Summary-2(दस्त गोषवारा भाग - २)



10/01/2014 11 55:18 AM

दस्त गोषवारा भाग-2

उहन3

दस्त क्रमांक:277/2014

दस्त क्रमांक :उहन3/277/2014

दस्ताचा प्रकार :-भाडेपट्ट्याचे हस्तांतरणपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:राजेशकुमार वासुदेव साह पत्ता:९४, ८,, -, शिव छाया अपार्टमेंट,, -, शिवगंगा नगर, अंबरनाथ, ठाणे , Ambernath South, Maharashtra, Thane, Non-Government. पिन नंबर:AYPPS9538Q	लिहून घेणार वय :-32 स्वाक्षरी:- <i>Rajesh</i>		
2	नाव:एमजीएन प्रॉपर्टीस एलएलपी चे भागीदार मनजी गणेशा पटेल व ब्रेचर राघवजी पटेल यांचे कु.मु.धारक प्रफुल एस. नेगांधी पत्ता:प्लॉट नं: १०,, माळा नं: -, इमारतीचे नाव: मिथिल शॉपिंग सेंटर,, ब्लॉक नं: वी. एम. रोड,, रोड नं: जुहु स्कीम, विले पार्ले , मुंबई, महाराष्ट्र, मुंबई. पिन नंबर:AASFM 998E	लिहून देणार वय :-65 स्वाक्षरी:- <i>psologanale</i>		

वरील दस्तऐवज करून देणारा व्यक्तीशीत भाडेपट्ट्याचे हस्तांतरणपत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:10/01/2014 11:47:37 AM

ओळख:-

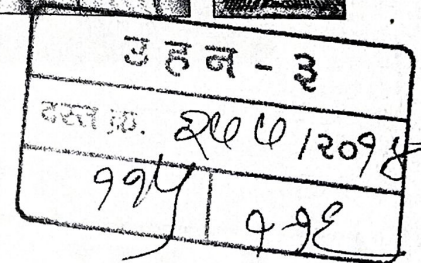
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:यशवंत भिवा बायल, -- वय:54 पत्ता:सुशांत स्मृती, वसारागाव, पोस्ट-मांगरूळ, अंबरनाथ ठाणे पिन कोड:421505	स्वाक्षरी <i>Yashant</i>		
2	नाव:देवानंद डी कौसे -- वय:32 पत्ता:Ambaranath पिन कोड:421505	स्वाक्षरी <i>Devanand</i>		

शिक्षा क्र.4 ची वेळ:10 / 01 / 2014 11 : 50 : 14 AM

शिक्षा क्र.5 ची वेळ:10 / 01 / 2014 11 : 50 : 31 AM नोंदणी पुस्तक 1 मध्ये

Sub Registrar Ulhasnagar 3



277 /2014

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAJESH KUMAR V SAH

VASUDEV SHIV PRASAD SAH

08/04/1982

Permanent Account Number

AYPPS9538Q



R. K. S.
Signature

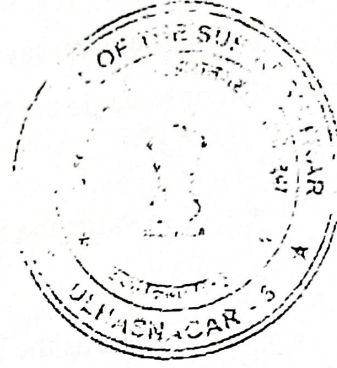


On or towards the North by:MIDC Road

On or towards the South by:N-40

On or towards the East by :MIDC Road

On or towards the West by :N-40



DESCRIPTION OF THE BUILDING

Secondly bldg no. Central Footware Training Centre admeasuring 1895 .20 sq.meters equivalent to 20392.35 sq.ft plot no.AM-18 in the Additional Ambernath Industrial Area within the Village Limits of Jambivali and Registration Sub District Ulhasnagar , District and Registration District of Thane and outside the Municipal limits which is bounded as follows:

On or towards the North by:MIDC Road

On or towards the South by:N-40

On or towards the East by :MIDC Road

On or towards the West by :N-40

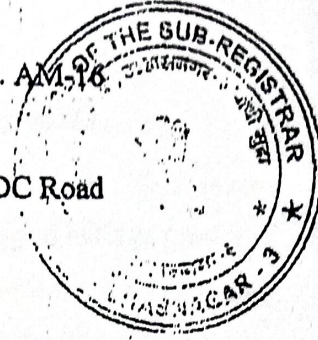
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दसत क्र.१९३२/२०११	
१९	३५

THE SCHEDULE V ABOVE REFERRED TO

(Description of Land)

FIRSTLY all that piece or parcel of land known as Plot No. AM-20 in Additional Ambernath Industrial Area within village limits of Jambivali and outside the Municipal Limits in rural area , Taluka Ambernath and Registration Sub-District

On or towards the East by : Plot No. K-2, Plot No. AM-16



On or towards the West by : Plot No. AM-15, MIDC Road

DESCRIPTION OF THE BUILDING

Secondly bldg no. Udyog Bhavan -2 admeasuring 11152 sq.meters equivalent to 119995.52 sq.ft plot no.K-3 in the Additional Ambernath Industrial Area within the Village Limits of Jambivali and Registration Sub District Ulhasnagar , District and Registration District of Thane and outside the Municipal limits which is bounded as follows:

On or towards the North by: Plot No: 15

On or towards the South by: Plot No. K-2, MIDC Road

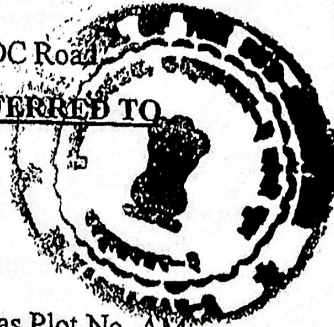
On or towards the East by : Plot No. K-2, Plot No. AM-16

On or towards the West by : Plot No. AM-15, MIDC Road

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१८	३५

THE SCHEDULE IV ABOVE REFERRED TO

(Description of Land)



FIRSTLY all that piece or parcel of land known as Plot No. AM-18 in Additional Ambernath Industrial Area within village limits of Jambivali and outside the Municipal Limits in rural area , Tahuka Ambernath and Registration Sub-District Ulhasnagar and District & Registration District Thane containing by admeasurements 3640 sq.meters or thereabouts and bounded by red coloured boundary line on the plan annexed hereto that is to say:-

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६०	११९

On or towards the East by : Plot No. K-1, MIDC Road

On or towards the West by : Plot No. K-3, MIDC Road



DESCRIPTION OF THE BUILDING

Secondly bldg no. Udyog Bhavan - 2 admeasuring 11152 sq.meters, equivalent to 119995.52 sq.ft. plot no. K-2 in the Additional Ambernath Industrial Area within the Village Limits of Jambivali and Registration Sub District Ulhasnagar, District and Registration District of Thane and outside the Municipal limits which is bounded as follows:

On or towards the North by: Plot No. AM-16, MIDC Road

On or towards the South by: Plot No. K-1, MIDC Road

On or towards the East by : Plot No. K-1, MIDC Road

On or towards the West by : Plot No. K-3, MIDC Road

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दस्त क्र. ९९३२	
९६	८

THE SCHEDULE III ABOVE REFERRED TO

(Description of Land)

FIRSTLY all that piece or parcel of land known as Plot No. K-3 in Additional Ambernath Industrial Area within village limits of Jambivali and outside the Municipal Limits in rural area, Taluka Ambernath and Registration Sub-District Ulhasnagar and District & Registration District Thane containing by admeasurements 15300 sq.meters or thereabouts and bounded by red coloured boundary line on the plan annexed hereto that is to say:-

On or towards the North by: Plot No. 15

On or towards the South by: Plot No. K-2, MIDC Road

2000
11.9.99

DESCRIPTION OF THE BUILDING

Secondly bldg no.Udyog Bhavan - 2 admeasuring 11152 sq.meters equivalent to 119995.52 sq.ft plot no. K-1 in the Additional Ambernath Industrial Area within the Village Limits of Jambivali and Registration Sub District Ulhasnagar , District and Registration District of Thane and outside the Municipal limits which is bounded as follows:

On or towards the North by: K-2, MIDC Road

On or towards the South by: N-74, MIDC Road

On or towards the East by : AM-14, MIDC Road

On or towards the West by : K-2, MIDC Road



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९६	३५

THE SCHEDULE II ABOVE REFERRED

(Description of Land)

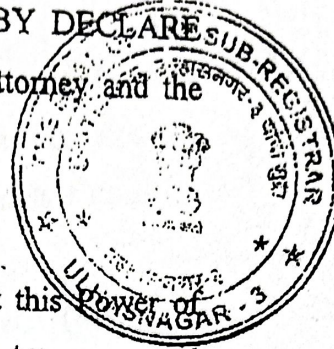
FIRSTLY all that piece or parcel of land known as Plot No. K-2 in Additional Ambernath Industrial Area within the Village Limits of Jambivali and outside the Municipal Limits in rural area , Taluka Ambernath and Registration Sub-District Ulhasnagar and District & Registration District Thane containing by admeasurements 15300 sq.meters or thereabouts and bounded by red coloured boundary line on the plan annexed hereto that is to say:-

On or towards the North by: Plot No. AM-16, MIDC Road

On or towards the South by: Plot No. K-1, MIDC Road

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दसत क्र २७६/२०	
७५	९९६

27) AND WE HEREBY AGREE TO ratify and confirm whatsoever the said Attorneys shall do in the premises by virtue of these presents AND WE HEREBY DECLARE that WE shall not revoke this Power of Attorney and the same is irrevocable



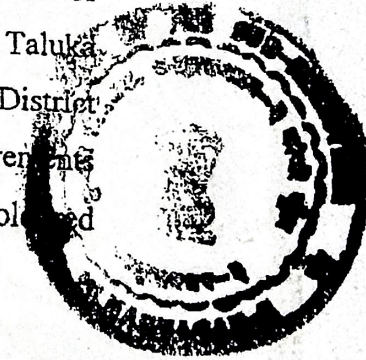
28) AND WE HEREBY DECLARE that this Attorney is given in favour of the said Attorneys and accordingly the said Attorneys shall be entitled to exercise independently of the powers conferred upon them under this Power of Attorney.

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१९३२/२
१५ ३५

THE SCHEDULE I ABOVE REFERRED TO

(Description of Land)

FIRSTLY all that piece or parcel of land known as Plot No. K-1 in Additional Ambernath Industrial Area within village limits of Jambivali and outside the Municipal Limits in rural area, Taluka Ambernath and Registration Sub-District Ulhasnagar and District & Registration District Thane containing by admeasurement 15300 sq.meters or thereabouts and bounded by red colored boundary line on the plan annexed hereto that is to say:-



On or towards the North by: K-2, MIDC Road

On or towards the South by: N-74, MIDC Road

On or towards the East by : AM-14, MIDC Road

On or towards the West by : K-2, MIDC Road

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दस्ता क्र. २००१/२०१४
५३ - ११९



SAKLIKAR & ASSOCIATES
ADVOCATES, SOLICITOR & LEGAL CONSULTANTS

THE SCHEDULE ABOVE REFERRED TO:

UDYOG BHAVAN-1

(Description of Land)

Firstly all that piece or parcel of land known as Plot no.AM-19 & AM-20 in Additional Ambernath Industrial Area, within the village limits of Jambivali and outside the Municipal limits in rural area, Taluka Ambernath and Registration Sub-District Ulhasnagar and District and Registration District Thane containing by admeasurement 16366.36 sq.meters or thereabouts and bounded as follows that is to say:-

On or towards the North by: Plot no.B-40/1
On or towards the South by: Plot no.W-94/1
On or towards the East by: open space plot no.14
On or towards the West by: MIDC Road

DESCRIPTION OF BUILDING

Secondly Bldg. no. UDYOG BHAVAN-1 admeasuring 4695.12 sq.meters equivalent to 50519.49 sq.ft., plot no.AM-19 & AM-20 in the Additional Ambernath Industrial Area within the village limits of Jambivali and Registration Sub-District Ulhasnagar, District and Registration District of Thane and outside the Municipal limits which is bounded as follows:

On or towards the North by: Plot no.B-40/1
On or towards the South by: Plot no.W-94/1
On or towards the East by: open space plot no.14
On or towards the West by: MIDC Road



Dated this 07th day of June, 2012.

For Saklikar & Associates,

[Handwritten Signature]

[7]

Corporate Office: Shantidoot, Subhash Road, Opp. Madras Ram Mandir, Vile Pate (E), Mumbai - 400 057. Tel./ Fax : +91 22 28124431, +91 22 2811675
Town Office: 110/32-B, Thim Group, Yusuf Bldg., 3rd Floor, Veer Nariman Road, Flora Fountain, Fort, Mumbai - 400 023. Tel./ Fax : +91 22 22046903, +91 22 2
Website : www.saklikarassociates.com, Email : customercare@saklikarassociates.com.
(All correspondence at corporate office only)

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21/06/2012

For Ambar Nath Jal Hind Coop. Bank Ltd, Ambar Nath
Ambar Nath

Authorised Signatory

✓ Rajesh &
Bth



THIS AGREEMENT made at THANE this 20 day of June Two Thousand and Fourteen BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation established under the Maharashtra Industrial Development Act, 1964 and having its principal office UDYOG SARTHI, MIDC, MAROL INDUSTRIAL AREA, MAHAKALI CAVE ROAD, ANDHERI (E), MUMBAI-400 093 (hereinafter called "the Lessor" which expression shall unless the context does not so admit include its successors and assigns) of the First Part AND Shri Rajeshkumar Vasudev Sah residing at Flat No. 8 Shiv Chhaya Apartments, Plot No. 94, Shiv Ganga Nagar, Ambar Nath, Ambar Nath 421 501.. (hereinafter called "the Transferee" which expression shall, unless the context does not so admit include his heirs, executors, administrators and business and permitted assign) of the Second Part, AND Bank of India and having its registered branch at Shree Sai Sharaddha Complex, 1st Floor, Shiv Mandir Road, Maharashtra Ambar Nath 421 501... hereinafter referred to as the " Financial Institution" which expression shall, unless the context does not so admit, include its successors and assigns) of the Third Part :-

AMBARNATH JAL HIND BANK LTD
AMBARNATH, 42, LOKMANYA
TILAK PATH
AMBARNATH (WEST) - 421 501

AMBARNATH (WEST) - 421 501

D-5/SHIV CHHAYA/2/09/45-46/09

INDIA

AMBARNATH

MAHARASHTRA

श्री 36312
122305

SPECIAL
ADHESIVE
MAY 30 2014

RS 000000/- PB6610

11:44



✓ Rajesh &

WHEREAS:

(a) By an Indenture of Lease dated the 27th January 2011 (hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and M/s. MGN Properties LLP. Of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances at Ulhasnagar under Serial No. UHN3-00620 on the 07/02/2011 the Lessor in consideration of the premium paid and of the rent thereby reserved and of the Covenants, and conditions contained therein and on the part of lessee to be paid observed and performed did thereby demise unto lessee all that piece of land known as Plot No. AM-19 in the Addl. Ambernath Industrial Area containing by admeasurements 10000 Square Meters or thereabouts, and more particularly described in the first Schedule there under and also in the First Schedule here underwritten together with the buildings and erections then or at any time thereafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging to hold the said land and premises therein expressed to be thereby demised (therein and hereinafter referred to as "the demised premises") unto lessee for a term of **Ninety Five Years** computed from the 1st day of April 2010 subject to the payment of rent and on the terms, covenants and conditions therein contained.

AND WHEREAS, by an order dated 08/11/13 the Corporation granted its permission to M/s. MGN Properties LLP., to transfer and assign of the Flat no. 510, "A" wing admn. 17.62 sq. mtrs. in Udyog Bhavan - 1 standing up on Plot No. AM-19 from addl. Area under the Indenture of Lease dated 27th day of January 2011 in favour of Shri Rajeshkumar Vasudev Sah hereinafter referred to the "Said flat.

AND WHEREAS by Agreement to Assignment dated 10/01/2014 and lodged for registration with Sub-Registrar of Assurances at Ulhasnagar under Sr. No. UHN3-277-2014 dated 10/01/2014 made between the said M/s. MGN Properties LLP, of the one part and Shri Rajeshkumar Vasudev Sah of the Other part the said M/s. MGN Properties LLP did transfer and assign unto Shri Rajeshkumar Vasudev Sah the Said Flat to hold the same for residue then unexpired term of Lease granted under the said indenture of Lease dated 27th January 2011 at the rent reserved by and subject covenants and conditions contained in the same lease.

(b) The Transferee has requested the Financial Institution to advance to the Transferee certain further loan Particular whereof are set out in the **Second Schedule** hereunder written (hereinafter called "the said Loans") on the security, interalia of a mortgage of the Said Flat which the Financial Institution has agreed to do on certain term and conditions as also on condition that the Transferee will mortgage and charge all its assets including the Transferee interest in the Said Flat under the said Lease in favour of the Financial Institution.

(c) The Lessor at the request of the Lessees the Transferee has agreed to accord the necessary permission to mortgage the Said Flat to the Financial Institution and to enter into this agreement in the manner hereinafter contained;



Rajesh S

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NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO as follows:-

(1) In Pursuance of the said indenture of lease & deed of assignment and in consideration of the Premises the Lessor hereby grants permission to the Transferee to mortgage the demised premises to the Financial Institution for the bonafide purpose of securing the due payment of the said loans advanced or to be advanced by the Financial Institution to the transferee subject to a maximum loan of Rs. 6,96,000/- (Rupees Six Lakh Ninety Six Thousand Only). The permission hereby granted will not authorize the Transferee to mortgage only a part of the said Flat.

(2) The Lessor the Transferee and the Financial Institution further agree that the Financial Institution may sell the Said Flat or any part thereof or have the same sold for realizing the security in their favour subject, however, to what is stated below, namely :-

(a) In the event of the Financial Institution selling the Said Flat or any part thereof or having the same sold as aforesaid for realization of the security, the Financial Institution shall pay to the Lessor the entire amount of the unearned income from the said Flat (excluding the value of building or structures, plant and machinery erected and installed thereon by the Transferee viz., the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the Transferee, to the Lessor in respect of the Said Flat at the time of allotment viz, premium calculated at the rate of Rs. 14532/- per square metre provided that the Lessor will not be entitled to receive any such payment unless the claim of the Financial Institution in respect of the mortgage debt inclusive of interest commitment charge, increase that may occur on account of devaluation / foreign exchange, fluctuation escalation, costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income shall be final.

(b) The right of the Financial Institution to sell the Said Flat under such mortgage to realize the undischarged debt shall be absolute as set out in condition (a) above.

In the event of sell the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the said Flat/plot allotted and the Corporation (the Lessor) will not allow any changes.

(c) The condition prohibiting assignment, underletting or parting with the possession of the Said Flat or any part thereof or any interest therein imposed upon the Transferee under the said Lease shall apply to any future assignment, underletting or parting with the possession of the Said Flat or any part thereof or any interest therein by the proposed transferee who purchases the Said Flat or any part thereof at the sale by the Financial Institution or any one or more of them as aforesaid;

(d) In the event of the Lessees/Transferee committing any default or committing breach of any of the covenants and conditions of the said lease and the Lessor deciding to exercise its right to reenter upon and resume possession of the

NT CORPORATION

Lessor shall not exercise its right of re-entry or resumption unless the transferee or the Financial Institution or any of them shall have failed to remedy the same within six months from the date of receipt of the said notice.

(e) During the continuance of the said mortgage of the Said Flat in favour of the Financial Institution as security for loan advanced by it to the Transferee herein before recited, it shall not be necessary for the Transferee to insure the building and structures comprised in the Said Flat in the joint names of the Lessees & Transferee and the Lessor PROVIDED the Lessee has such insurance effected in the joint names of the Lessees & Transferee and Financial Institution.

(f) The Transferee shall in case of such mortgage of the Said Flat as provided in preceding clause 1 above, file complete particulars of that mortgage with the Lessor within a period of one month from the date of such mortgage.

(3) Subject as aforesaid all the covenants and conditions of the said Indenture of Lease shall remain in full force and effect.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Transferee set his hand and the Financial Institution hath caused these presents to be executed under the hands of its authorized representatives the day and year first hereinabove written

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All that piece or parcel of land known as Plot No. AM-19 in the Additional Ambernath Industrial Area, within the village limits of Jambivali, Outside the municipal limits in rural area, Taluka Ambernath, Registration Sub District Ulahasnagar, District Thane containing by admeasurements 10000 Square Meters or thereabouts and bounded as follows, that is to say :-

- On or towards the North by Plot No. B-40/1
- On or towards the South by Plot No. W-94/1
- On or towards the East by Open Space Plot No. 14
- On or towards the West by MIDC Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Bldg./ Gala)

Flat No. 510, 'A' wing admeasuring 17.62 sq. meters, in Building known as Udyog Bhavan 1 standing upon the on plot No. AM-19 in the Additional Ambernath, Industrial Area Registration Sub District Ulahasnagar, District Thane as described in the first schedule above:-

THE THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of the Loans)

Name of the Financial Institution	Amount of the loan agreed to be advance Rs.
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Bank of India.

Rs.6,96,000/-

(Rs. Six Lakh Ninety Six Thousand only)



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Rajesh Q

SIGNED, SEALED AND DELIVERED, by the
within named SHRI MADHAV PATIL, the Regional
Officer-2, Thane for and on behalf of the with named
MAHARASHTRA INDUSTRIAL DEVELOPMENT
CORPORATION in the presence of :-



[Signature]
Regional Officer-Thane II
MIDC Regional Office, Thane

1. Mr. B.E. Chirkalekar *[Signature]*

2. Mr. S.D. Jadhav *[Signature]*

Signed and Delivered by the
within named Transferee

Shri Rajeshkumar Vasudev Sah

[Signature] Rajesh

In the presence of

1. PARAS BHAVSAR *[Signature]*

2. Arvind Bawar *[Signature]*

SIGNED, SEALED AND DELIVERED by the
Within named Financial Institution

Bank of India

By the hand of
SHRI P. P. Satarkhe

Its constituted Attorney, in the presence of :-

1. Mr Kiran K. More *[Signature]*

2. Me. Ashwini Naidu *[Signature]*

बँके बँके ऑफ इंडिया
FOR BANK OF INDIA

[Signature]

मुख्य प्रबंधक/Chief Manager
अंबरनाथ शाखा, Ambemath Branch

