

335/21001

पावती

Original/Duplicate

Friday, December 13, 2019

नोंदणी क्र. :39म

4:03 PM

Regn.:39M

पावती क्र.: 24605 दिनांक: 13/12/2019

गावाचे नाव: वडवली

दस्तऐवजाचा अनुक्रमांक: टनन5-21001-2019

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: जिमिष पंकजभाई शाह - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3140.00

पृष्ठांची संख्या: 157

एकूण:

रु. 33140.00

Joint Sub Registrar, Thane 5

सह दुय्यम निबंधक, ठाणे ५

बाजार मूल्य: रु.48520959.52 /-

मोबदला रु.60300000/-

भरलेले मुद्रांक शुल्क : रु. 4221000/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH009434576201920S दिनांक: 12/12/2019

बँकेचे नाव व पत्ता: IDBI

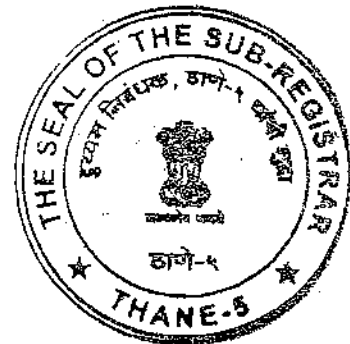
2) देयकाचा प्रकार: By Cash रक्कम: रु 3140/-

Jimish P. Shah

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)	
Valuation ID	201912133528
	13 December 2019,03:36:33 PM
मूल्यांकनाचे वर्ष	2019
जिल्हा	ठाणे
मूल्य विभाग	तालुका : ठाणे गावाचे नांव : वडवली (ठाणे महानगरपालिका)
उप मूल्य विभाग	13/48-1(4) रस्त्यापासून दूर असलेला भाग व वरील "13/4" मध्ये दर्शविलेल्या सर्वे नंबर व्यतिरीक्त वडवलीचे उर्वरित सिटीएस/सर्वे नंबर सिटी सर्वे नंबर (गावठाण)
क्षेत्राचे नांव	Thane Municipal Corporation सर्वे नंबर /न. भू क्रमांक :
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	
खुली जमीन	निवासी सदनिक
19900	79800
	कार्यालय
	88300
	दुकाने
	108800
	औद्योगिक
	88300
	मोजमापनाचे एकक
	चौ. मीटर
बांधीव क्षेत्राची माहिती	
बांधकाम क्षेत्र (Built Up)-	550.88 चौ. मीटर
बांधकामाचे वर्गीकरण-	1-आर सी सी
उद्वहन सुविधा	आहे
Sale Type -	>
बांधकाम क्षेत्राच्या बांधकामाचे वर्गीकरण-	मिळकतीचा वापर- बहुमजली इमारतीतील कार्यालयीन गाळा
उद्वहन सुविधा	मिळकतीचे वय - 0 TO 2 वर्षे
Sale Type -	मजला - 5th to 10th Floor
मिळकतीचा प्रकार-	बांधीव
मूल्यदर/बांधकामाचा दर-	Rs.88300/-
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= (वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी) * मजला निहाय घट/वाढ = (88300 * (100 / 100)) * 105 / 100 = Rs.92715/-
मिळकतीच्या क्षेत्रानुसार मूल्यदर	= 95% of 92715 = 88079
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 88079 * 550.88 = Rs.48520959.52/-
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + भेईनाईन मजला क्षेत्र मूल्य + लगतच्या गल्लीचे मूल्य + वरील गल्लीचे मूल्य + बँदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोंवतीच्या खुल्या जागेचे मूल्य + बँदिस्त बाल्कनी = A+B+C+D+E+F+G+H+I = 48520959.52 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.48520959.52/-

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९ / १५०



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910506/THANE - JAMBHALI NAKA Stationery No: 16264009316181
 Pmt Txn Id : 244275382 Print DtTime : 12-DEC-2019 18:44:00
 Pmt DtTime : 12-DEC-2019@16:51:23 GRAS GRN : MH009434576201920S
 ChallanIDNo: 69103332019121250707 Office Name : IGR117-THNS THANE NO 5
 District : 1201-THANE GRN Date : 12-Dec-2019@16:51:23

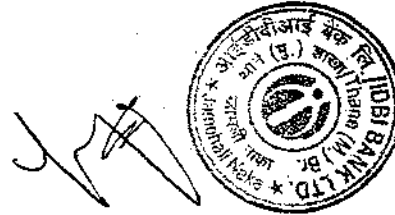
StDuty Schm: 0030046401-75/STAMP DUTY
 StDuty Amt : R 42,21,000/- (Rs Four Two, Two One, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25-Agreement to sell/Transfer/Assignment
 Prop Mvblty: Immovable Consideration: R 6,03,00,000/-
 Prop Descr : OFFICE NO A 5TH,FLOOR BLDG NO C,MBC PARK NEAR,HYPERCITY MALL,GHODEBU
 NDER ROAD,KASARVADAVALI,THANE W,Maharashtra,400615
 Duty Payer: PAN-APRPS8527E,JIMISH PANKAJBHAI SHAH

Other Party: PAN-AAACP0521C,PANCHSHEEL PLASTICS PVT LTD

Bank official1 Name & Signature



Signature



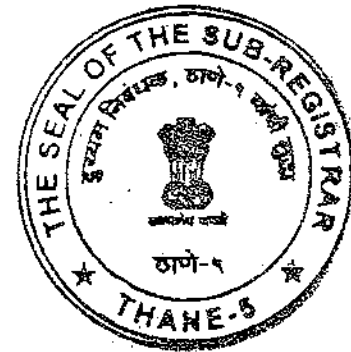
Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

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Signature

Jimish P. Shel
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Agreement Value :- Rs. 6,03,00,000/-

Stamp Duty:- Rs. 42,21,000/-

Registration Amount:- Rs.30,000/-

*Timish P. Shuk
R. Shuk
V*

SALE AGREEMENT

THIS AGREEMENT is made and entered into at Thane on 13th this day of December, 2019

BY AND BETWEEN

PANCHSHEEL PLASTICS PRIVATE LIMITED [PAN: AAACP 0521 C], a company incorporated under the Companies Act, having its registered office at 'Citi Tower', 61, Dr. S.S. Rao Road, Next to Mahatma Gandhi Hospital, Parel East, Mumbai- 400 012, hereinafter referred to as the "Owner/ Seller" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Directors for the time being, their successors and permitted assignees) of the **ONE PART;**

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दस्तावे 29009/2099
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AND

MAHAKALI PLASTI-WEAVE PRIVATE LIMITED [PAN: AAACM 0671 L], a company incorporated under the Companies Act, having its registered office at 'Citi Tower', 61, Dr. S.S. Rao Road, Next to Mahatma Gandhi Hospital, Parel East, Mumbai- 400 012, hereinafter referred to as the "First Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors and permitted assignees) of the **SECOND PART;**

AND

OVERSEAS PACKAGING INDUSTRIES PRIVATE LIMITED [PAN: AAACO 0576 G], a company incorporated under the Companies Act, having its registered office at 'Citi Tower', 61, Dr. S.S. Rao Road, Next to Mahatma Gandhi Hospital, Parel East, Mumbai- 400 012, hereinafter referred to as the "Second Confirming Party/Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Directors for the time being, their successors and permitted assignees) of the **THIRD PART;**



Timish P. Shuk

AND

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R. Shuk

Mr. KAUSHAL KUMAR MODI [PAN: AFJPM 2298 G], of Mumbai, Indian Inhabitant, residing at Flat No. 17-A, Manek, L.D. Ruparel Marg, Mumbai 400 006, hereinafter referred to as the "Third Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Directors for the time being, their successors and permitted assigns) of the FOURTH PART;

The said Owner/ Seller, First Confirming Party, Second Confirming Party/Developer and the Third Confirming Party shall be hereinafter collectively referred to as the said "Co-owners".

AND

MR. JIMISH PANKAJBHAI SHAH, [PAN: APRPS 8527 E], son of Mr. Pankajbhai Manubhai Shah, an Indian Inhabitant, having residence at 201, Raj Residency 3, Mahavir Nagar, Near Jain Temple, Kandivali West, Mumbai - 400067 and MRS. PURVI NIRAV SHAH, [PAN: BKVPS 1458 J], wife of Mr. Nirav Shah, an Indian Inhabitant, having residence at 504 C Wing, 5th Floor, Kandivali Kesar Ashish CHS Ltd, Mahavir Nagar Link Road, Next to Vasant Complex, Kandivali West, Mumbai - 400067, hereinafter collectively referred to as the "Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, successors and permitted assigns) of the FIFTH

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WHEREAS:

- a) Prior to the year 1964 one M/s. Fakhruddin Mahomedali & three others in their capacity as the Partners of 'K. Fidaally & Co.' were entitled to all that piece and parcel of land admeasuring 5,831 Square yards and 21,084 Square yards;



By virtue of registered Indenture Of Conveyance dated 6th February, 1964 made and executed between Fakhruddin Mahomedali & three others (Partners of 'K. Fidaally & Co.') as mentioned therein as the Vendor(s) of the First Part and Bombay Metal and Alloys Manufacturing Company Private Limited as mentioned therein as the Confirming Parties of the Second Part and Iron and Metal Traders Private Limited as mentioned therein as the Purchasers of the Third Part sold and conveyed to the Purchaser therein all that piece and parcel of

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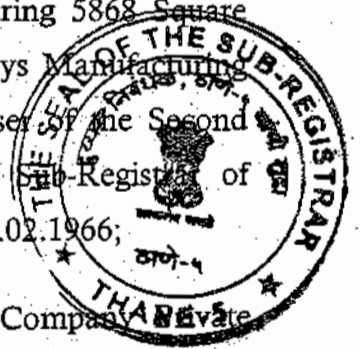
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land admeasuring 5,831 Square yards (4875.459 Sq.Mtrs) and 21,084 Square yards (17628.909 Sq.Mtrs). The said document was registered with the Sub-Registrar of Assurances at Thane under Serial No. THN/132 of 1964 on 08.02.1964;

THN/132 of 1964
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- c) Prior to the year 1964 one M/s. Fakhruddin Mahomedali & three others in their capacity as the Partners of 'K. Fidaally & Co.' were entitled to all that piece and parcel of land admeasuring 26,476 Square yards (22137.308 Sq.Mtrs.) and 74,397.50 square yards (62205.785 Sq.Mtrs);
- d) By virtue of registered Indenture Of Conveyance dated 6th February 1964 made and executed between Fakhruddin Mahomedali & three others (Partners of 'K. Fidaally & Co.') as mentioned therein as the Vendor(s) of the First Part and Bombay Metal and Alloys Manufacturing Company Private Limited mentioned therein as the Purchaser of the Second Part sold and conveyed to the Purchaser therein all that piece and parcel of land admeasuring 26,476 Square yards and 74,397.50 square yards. The said document was registered with the Sub-Registrar of Assurances at Thane under Serial No. THN/131 of 1964 on 08.02.1964;
- e) Prior to the year 1964 one Mr. Isak Sheik Mahumed Varekar & three others were the owners of and entitled to all that piece and parcel of land admeasuring 5868 Square meters;
- f) By virtue of registered Indenture of Conveyance dated 10th February 1966 made and executed between Mr. Isak Sheik Mahumed Varekar & three others as mentioned therein as the Vendor(s) of the First Part sold and conveyed to the purchaser therein all that piece and parcel of land admeasuring 5868 Square Yards (4906.395 Sq. Mtrs) to M/s. Bombay Metal and Alloys Manufacturing Company Private Limited mentioned therein as the Purchaser of the Second Part, the said document subsequently registered with the Sub-Registrar of Assurances at Thane under Serial No. THN/144 of 1966 on 10.02.1966;
- g) Thus the said Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited came into possession and became the owners of the lands described above, including the lands described as larger property herein under being ALL THAT pieces and parcels of non agricultural land situate at Thane Ghodbunder Road in Village Wadhavali Taluka and District Thane in the Registration District and sub- District of Thane admeasuring in the aggregate 83,636.77 Sq. Meter bearing Survey No. 14, Survey

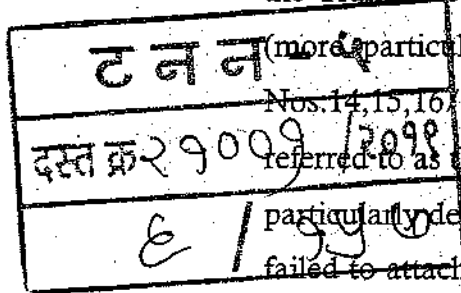


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No. 15, Survey No. 16 Hissa Nos. 1,2,3 & 4, Survey No. 29 Hissa Nos. 1 (part), 3(part), 4(part) & 5(part), Survey No. 30, Survey No. 31 Hissa Nos. 1(part) 3(part) and 6, Survey No. 32 (part), Survey No. 33 & Survey No. 34, hereinafter referred to as the said "Larger Property" more particularly described in the SCHEDULE I hereunder written,

- h) By and under a Deed of Conveyance dated 17th September, 2004 executed by and between Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the Owner herein (referred to as the Transferee therein), and registered with the Office of the Sub-Registrar of Assurances at Thane, under serial no. TNN/1/5070/2008 on 2nd September, 2008 vide a Deed of Confirmation dated 2nd September, 2008, the Transferors therein sold, transferred and conveyed unto the Transferee therein, 20% undivided interest in area of approximately 5 acres (more particularly 19,990. 30 sq. mtrs. of land) bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and is hereinafter referred to as the said "1st Smaller Property". The said Smaller Property is more particularly described in the SCHEDULE II hereunder. The parties inadvertently failed to attach the plan of the Smaller Property to the said Deed of Conveyance dated 17th September, 2004. Therefore, subsequently by a deed of Rectification cum Declaration dated 12th January, 2012 executed between the Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the Owner (as the Transferee therein), the parties attached thereto a plan demarcating the said Smaller Property. The said Deed of Rectification cum Declaration dated 12th January, 2012 has been registered in the office of Sub-Registrar of Assurances at Thane under Serial No. TNN/1/00395/2012 on 16.01.2012.

- i) By and under a Deed of Conveyance dated 17th September, 2004 executed by and between Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the First Confirming Party herein (as the Transferee therein), and registered with the Office of the Sub-Registrar of Assurances at Thane -1, under serial no. TNN/1/5069/2008 on 2nd September, 2008 vide a Deed of Confirmation dated 2nd September, 2008, the Transferors therein sold, transferred and conveyed unto the Transferee therein, 20% undivided interest in area of approximately 5 acres (more particularly 19,990. 30 sq. mtrs. of land) bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and is hereinafter



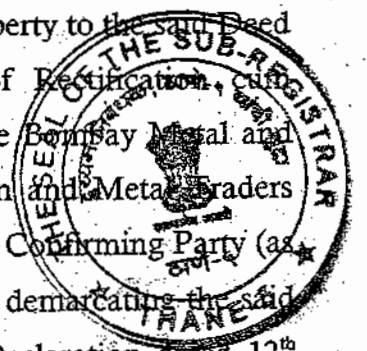
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referred to as the said "2nd Smaller Property"]. The said Smaller Property is more particularly described in the **SCHEDULE III** hereunder. The parties thereto inadvertently failed to attach the plan of the 2nd Smaller Property to the said Deed of Conveyance dated 17th September, 2004. Therefore, subsequently by a deed of Rectification cum Declaration dated 12th January, 2012 executed between the Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the First Confirming Party (as the Transferee therein), the parties attached thereto a plan demarcating the said Smaller Property. The said Deed of Rectification cum Declaration dated 12th January, 2012 has been registered in the office of Sub-Registrar of Assurances at Thane under Serial No. TNN/1/00394/2012 on 16.01.2012.

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j) By and under a Deed of Conveyance dated 17th September, 2004 executed by and between Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the Second Confirming Party herein (as the Transferee therein), and registered with the Office of the Sub-Registrar of Assurances at Thane -1, under serial no. TNN/1/5068/2008 on 2nd September, 2008, vide a Deed of Confirmation dated 2nd September, 2008, the Transferors therein sold, transferred and conveyed unto the Transferee therein, 40% undivided interest in area of approximately 5 acres (more particularly 19,990.30 sq. mtrs. of land) bearing portions of Survey Nos. 14, 15, 16/3 (part), 16/4 (part), 33 (part) and 34 (part) and is hereinafter referred to as the said "3rd Smaller Property"]. The said Smaller Property is more particularly described in the **SCHEDULE IV** hereunder. The parties thereto inadvertently failed to attach the plan of the 3rd Smaller Property to the said Deed of Conveyance. Therefore, subsequently by a Deed of Rectification cum Declaration dated 12th January, 2012 executed between the Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the Second Confirming Party (as the Transferee therein), the parties attached thereto a plan demarcating the said Smaller Property. The said Deed of Rectification cum Declaration dated 12th January, 2012 has been registered in the office of Sub-Registrar of Assurances at Thane under Serial No. TNN/1/00393 /2012 on 16.01.2012.



k) By and under a Deed of Conveyance dated 17th September, 2004 executed by and between Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the

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Third Confirming Party herein (as the Transferee therein), and registered with the Office of the Sub-Registrar of Assurances at Thane, under serial no. TNN/1/5071/2008 on 2nd September, 2008, vide a Deed of Confirmation dated 2nd September, 2008, the Transferors therein sold, transferred and conveyed unto the Transferee therein, 20% undivided interest in area of approximately 5 acres (more particularly 19,990.30 sq. mtrs. of land) bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and is hereinafter referred to as the said "4th Smaller Property"]. The said Smaller Property is more particularly described in the SCHEDULE V hereunder. The parties thereto inadvertently failed to attach the plan of the 4th Smaller Property to the said Deed of Conveyance. Therefore, subsequently by a Deed of Rectification cum Declaration dated 12th January, 2012 executed between the Bombay Metal and Alloys Manufacturing Company Private Limited and Iron and Metal Traders Private Limited (as the Transferors therein) and the Third Confirming Party (as the Transferee therein), the parties attached thereto a plan demarcating the said Smaller Property. The said Deed of Rectification cum Declaration dated 12th January, 2012 has been registered in the office of Sub-Registrar of Assurances at Thane under Serial No. TNN/1/00396/2012 on 16.01.2012.

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- D) The said Co-owners jointly develop the said Smaller Properties described above in SCHEDULE II, III, IV, V, hereinafter referred to as the Smaller Properties by constructing building/s thereon and further it was agreed that the Co-owners would contribute towards the cost of construction in proportion of their holdings in the said Smaller Properties. It was agreed between the Co-owners that they would all have a joint and undivided share in the entire built up area of the said new building/s or that they may distribute the floors of the said new building in proportion to their share in the said Smaller Properties as mutually acceptable to all the Co-owners.



The Co-owners have distributed and allocated the floors of the new building i.e. building (hereinafter referred to as the "said Building") being constructed by the Co-owners on the said Smaller Properties amongst themselves. By the said understanding, the Owner herein was, amongst other properties, allocated the entire 5th and 6th floor of the said Building on an ownership basis to the exclusion of others.

- n) Therefore the said Owner/Seller is well and sufficiently entitled to Office No. A having area admeasuring 4939.59 sq. ft. as carpet area on 5th Floor as per the

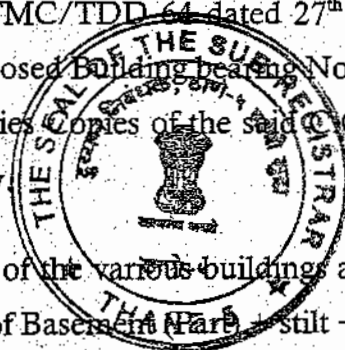
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sanctioned Plan of Building 'C' MBC Park, Near Hypercity, Ghodbunder Road, Kasarwadavali, Thane (West) 400 615, along with the amenities. The said First Confirming Party, Second Confirming Party and Third Confirming Party are executing this Agreement to confirm the sale of the said Office by the Owner/Seller to the Purchasers herein.

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o) The said Co-owners applied to the Thane Municipal Corporation for sanction of necessary plans in respect of the layout including the C building (as Commercial Building) consisting of Basement (Part) + stilt + Podium + 1st floor to 7 floors for construction of commercial/shops/office premises on the said various Smaller Properties as described above as agreed between the said Co-owners. The approved layout/plans for the new building being constructed by the said Co-owners on the said Smaller Properties have been sanctioned by the Thane Municipal Corporation vide Permit No. 2003/081/TMC/TDD/227 dated 21st January 2015. plinth Certificate No. 2003/081/TMC/TDD/18 dated 8th May, 2015, further amended vide Permit No. 2003/081/TMC/TDD/64 dated 27th June, 2016, a copy of the said Orders are collectively annexed at Annexure 'A - colly' hereto. The Thane Municipal Corporation vide its Commencement Certificate bearing No. V.P.No.2003/081 TMC/TDD-64 dated 27th June, 2016 granted sanction for construction of the proposed Building bearing No. 'C', to the said Co-owners on the said Smaller Properties. Copies of the said C.C. has been annexed hereto as Annexure 'B' respectively.



p) The Co-owners has completed construction of the various buildings and also the building known as "C Building" consisting of Basement (Part) + stilt + Podium + 1st floor to 6 floors on the said Smaller Properties (hereinafter referred to as the said "**Building**") and has also obtained Occupation Certificate bearing No. V.P.No. 2003/081TMC/TDD/126 dated 29th December, 2017 for Basement (Part) + stilt + Podium + 1st floor to 4th floor and V.P. No. 2003/81TMC/TDD/34 dated 9th August, 2018 for 5th and 6th floor in respect of the said Building which includes the 5th floor viz. the floor where the Office is situated, copy of the said two Occupation Certificates are annexed at Annexure "C Colly" hereto.

q) The Purchasers has approached the Co-owners with a desire to purchase the premises being **Office Premises bearing No. A** admeasuring **4939.59 sq. feet carpet area** on the 5th floor as per the sanctioned plans in the said Building known as 'Building C' in MBC Park, Near Big Mall (Hypercity), Godbunder Road,

R. Shah

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Timish P. Shah

Kasarwadavali, Thane (West) 400 615 alongwith amenities (hereinafter referred as "the said Office") for a consideration of Rs. 6,03,00,000/- (Rupees Six

₹ 603,00,000/- Crores Three Lakhs Only).

The Purchasers has demanded from the said Co-owners and the said Co-owners have given inspection to the Purchasers of (a) all the documents of title relating to the said properties as described in SCHEDULE I to SCHEDULE VIII above and the other documents pertaining to the development of the said Smaller Properties and also the plans, sanction letters, and the other papers and documents as are specified under the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder (hereinafter referred to as the said "MOFA"). The Co-owners have requested the Purchasers to carry out the search and to investigate the title by appointing his/her/their own advocate. The said Co-owners and Owner/Seller have also disclosed to the Purchasers nature of their rights title and interests, (b) All the plans and specifications sanctioned by the Thane Municipal Corporation in respect of the building in which the said Office is situated and also of the said other buildings/ complex/ scheme constructed / proposed to be constructed upon the said Smaller Properties. (c) All the particulars of design and materials used in the construction of the said Building in which the said office is hereby agreed to be sold is situated.

- s) The Certificate of Title issued by Advocate M/s. Unisan & Co. dated 22nd September, 2011 is marked and annexed at Annexure 'D' hereto.
- t) The said Co-owners are in the process of constructing various buildings within the MBC Park Compound in the said Smaller Properties around the area where the said Building, in which the said Office agreed to be sold are situated. The Purchasers has seen the sanctioned plans in respect of these buildings including the amenities, common areas, areas to be shared within these buildings and the internal access road /way. The Purchasers has seen the sanctioned plans in respect of the said C and F Buildings and Club Houses and has no objections to such layout or any part thereof.



The Purchasers has after inspection of all the relevant documents, and due diligence, having taken inspection of the said Office and after being satisfied with the title of the Owner/Seller and the said Co-owners and the condition of the said

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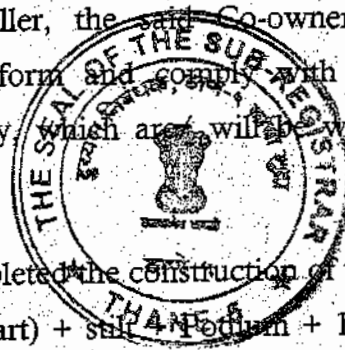
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Office including the structure, layout etc., and being completely satisfied that the Owner/Seller is exclusively entitled to sell / transfer the said Office to the Purchasers. Being completely satisfied with all aspects of the Said Office and the said Building the Purchasers has approached the said Co-owners for purchasing the said Office.

- v) The Owner/Seller have represented and assured to Purchasers that its title to the said Office is marketable, free from all encumbrances and claims and reasonable doubts of whatsoever nature.
- w) Relying upon the representations of the Owner/Seller and the said Co-owners, the Purchasers being fully satisfied, as aforesaid, is agreeable to Purchase the said Office from the Owner/Seller on as is basis, the parties hereto have agreed to enter into this agreement and the Purchasers has agreed to Purchase the said Office from the Owner/Seller on the terms and conditions as stated herein below.
- x) Under Section 4 of the said MOFA the Owner/ Co-owners are required to execute a written agreement being these presents for the sale of the said Office in the said Building.

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

1. The recitals contained above shall form an integral and operative part of this Agreement, as if the same were set out and incorporated in this Agreement and it is agreed that singular includes plural.
2. It is hereby agreed that the Owner/Seller, the said Co-owners and the Purchasers herein shall observe and perform and comply with terms and conditions, stipulations, restrictions, if any which are within frame work of the law in force.
3. The Owner/the said Co-owners have completed the construction of the building bearing no. 'C' consisting of Basement (Part) + 1st floor to 6 floors according to the said Co-owners selling plans) more particularly described in SCHEDULE VI upon the demarcated portion of 5 acres (more particularly 19,990. 30 sq. mtrs. of land) bearing portions of Survey Nos. 14, 15, 16/3 (part), 16/4 (part), 33 (part) and 34 (part) forming part of the smaller properties as mentioned in SCHEDULE VII hereunder being all that piece and parcel of non



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agricultural land situate at Thane - Ghodbunder Road at village Wadhavali, Taluka and District Thane in the Registration District and sub-District of Thane measuring in the aggregate 83,636.77 Sq. Meter bearing Survey No. 14, Survey No. 15, Survey No. 16 Hissa Nos. 1,2,3 & 4, Survey No. 29 Hissa Nos. 1 (part), 3(part), 4(part) & 5(part), Survey No. 30, Survey No. 31 Hissa Nos. 1(part) 3(part) and 6, Survey No. 32 (part), Survey No. 33 & Survey No. 34, being said "Larger Property" as described in the SCHEDULE I. The said Owner/ Seller/the said Co-owners have constructed the said Building bearing No. C on the said Smaller Properties by using permissible FSI to the extent of 7356.43 sq. mtr. as they were permitted and entitled to use at the relevant time under the said four Deeds of Conveyance dated 17th September, 2004 (as mentioned above) and in accordance with the plans, designs and specifications approved by the Thane Municipal Corporation.

4. The Purchasers/s hereby agrees and gives his / her / their irrevocable consent to the Owner/Seller/the said Co-owners herein to carry out such alterations, modifications in the sanctioned plans as the Owner/Seller/ the said Co-owners in their discretion think fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rule, regulation, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority or Government provided that the Owner/Seller/the said Co-owners shall have to inform in writing to the Purchasers if any such alterations and modifications adversely affect the carpet area of the said office /unit of the Purchasers. That under all/any circumstances no such act be carried out by the Owner/Seller/the said Co-owners being detrimental to rights, title and interest vested in the said Purchasers on account of transfer of the said Office (viz. Office No. A on 5th Floor) unto and in the name of the Purchasers along with incidental rights available to the Purchasers in common with other occupants of the said building. The Owner/Seller/ the said Co-owners has made the Purchasers aware and the Purchasers hereby gives explicit objection and irrevocable consent to the Owner/Seller/ the said Co-owners to prepare the new/ revised layout and building plans even by shifting the locations of the proposed buildings, open space, internal roads, parking layouts, position of dust bins, transformer plinths, plumbing stations etc. adding new floors/buildings etc., of the said land including the said Smaller Properties and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought



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necessary by the Owner/Seller/the said Co-owners or as and when required by the Owner/Seller/the said Co-owners, and for the said purposes to sign all plans, without in any manner making the Purchasers liable for any costs and affecting his/her/their interest in the property.

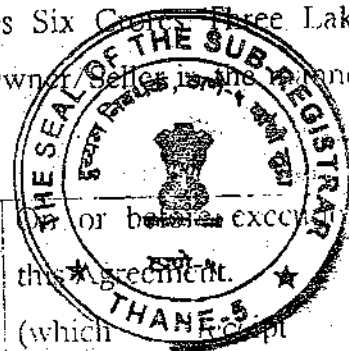
5. The carpet area of the said Office shall be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting RCC column etc. The Purchasers agrees that the carpet area of the said Office shall be subject to the variation being an increase and/or decrease of 5% (Five per cent) on account of structural design and construction variations and in such event, the Purchasers shall not object to the same.
6. The Purchasers shall be liable to bear the cost of separation of the property taxes bill for the said Office No. A, admeasuring 4939.59 Sq. Ft. as carpet area.
7. Based on the representations made by the Owner/Seller and the said Co-owners and on the assurances from the Purchasers to follow and abide by the terms and conditions as set out in this agreement, the Owners have agreed to sell to the Purchasers and the Purchasers has agreed to purchase from the Owner/Seller said Office No. A alongwith the amenities, admeasuring 4939.59 sq. feet as carpet area on the 5th floor in the building being building named "C Building", MBC Park, Near Bigmall (Hypercity), Ghodbunder Road, Kasarwadavali, Thane (West) 400 615 constructed on approximately 5 acres (more particularly 19,990.30 sq. mtrs. of land) bearing portions of Survey Nos.14,15,16/3 (part) 16/4 (part), 33 (part) and 34 (part) on revenue village of Kasarwadavali, Taluka and District Thane. The said Office is more particularly described in SCHEDULE VIII hereunder, as shown on the floor Plan thereof hereto annexed as Annexure - 'E'(bounded by red colour) for the lump sum consideration of Rs. 6,03,00,000/- (Rupees Six Crores Three Lakhs only) paid/payable by the said Purchasers to the Owner/Seller in the manner set out herein below:

a)	Paid Rs. 1,08,00,000/- (Rupees One Crore Eight Lakhs Only)	or bona execution of this agreement. (which the Owner/Seller does hereby admit and acknowledge)
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ट न न - ५ b) TDS of Rs. 6,03,000/- दस्त क्र २९००९ (Rupees) Six Lakhs Three Thousand १४ / २५० Only		TDS to be payable u/s 194 IA as per Income Tax Act 1961
c) Balance Rs. 4,88,97,000/- (Rupees Four Crores Eighty Eight Lakhs Ninety Seven Thousand Only)		Within 40 days from registration of this Agreement.

It is further agreed by and between the parties herein that any liability arising towards payment of any Tax, Cess, VAT, LBT, GST and or any other tax levied by the Authorities as made applicable in respect of the said transaction, and such liability being in respect of the period commencing subsequent on or to execution of the these presents shall be paid solely by the Purchasers and not claimed from the Owner/Seller/the said Co-owners.

Further Purchasers do hereby agree and confirm that ownership ratio of the said Office between Mrs. Purvi Nirav Shah and Mr. Jimish Pankajbhai Shah shall be 64:36.

8. Of the total consideration payable a sum of Rs. 6,03,000/- (Rupees Six Lakhs Three Thousand only) shall be retained by the Purchasers as and by way of TDS payable U/s. 194 IA of the Income Tax Act 1961 and paid by the said Purchasers for and on behalf of the Owner/Seller, in consideration of the presents contained herein. The said sum so retained as and by way of TDS shall form part of the entire consideration and be read accordingly. The Purchasers shall pursuant to deposit of the said sum of Rs. 6,03,000/- (Rupees Six Lakhs Three Thousand Only) paid by way of TDS, shall duly handover the Original an acknowledging payment and shall be handed over to the Owner/Seller.



9. The Owner/Seller/Co-owners is also giving the Purchasers right to use parking space for 6 Nos. of four wheeler (cars) in the open areas of MBC Park Compound.

10. Notwithstanding anything contained anywhere in this Agreement, the Purchasers herein shall not be entitled to claim possession of the said Office and this Agreement shall not be completed until the Purchasers herein has/have paid

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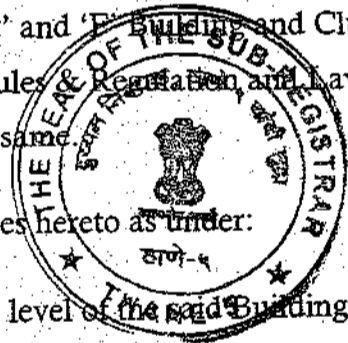
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all dues /balance consideration payable under this Agreement in respect of the said Office to the Owner/Seller/the said Co-owners as per the Agreement.

11. The said Co-owners hereby state that have numbered the floors of the said Building according to the said Co-owners selling plan, the Office to be purchased herein is situated on the 5th floor. The First Confirming Party Second Confirming Party and Third Confirming Party are executing these presents without receipt of any consideration but only to perfect the title of the Purchasers in respect of the said Office, and the First Confirming Party, Second Confirming Party and Third Confirming Party do hereby confirm that they claim no right, title and interest in the said Office and that the Owner/Seller is absolute owner of the said Office and he is entitled to sell the same and receive appropriate consideration for their own benefit.
12. The said Co-owners does hereby confirm and declare that they have observed performed and complied with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter during the construction of the said Building.
13. The Purchasers unconditionally agree and accept that the building 'C' and 'F' Building and Club House on the said Smaller Properties is owned by said Co-owners and they are free to construct the building 'C' and 'F' Building and Club House as per their requirements and subject to the Rules, Regulations and Laws of Land and the Purchasers has No objection for the same.
14. It is understood and agreed by and between the Parties hereto as under:
 - i. Any terrace areas or open spaces whether on the top level of the said Building or on any other part of the said Building or the said Smaller Properties shall always belong exclusively to the Owner/Seller / Co-owners or allottees thereof and are intended for exclusive use of the Owner/Seller/ Co-owners or the allottees of respective terrace.
 - ii. The Owner/Seller/Co-owners shall also be entitled to allot the exclusive use of same and/or otherwise dispose of the same at their sole discretion. The Purchasers shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open spaces by the allottees of such terrace nor entitled to use the same. The Purchasers or allottees of such terrace



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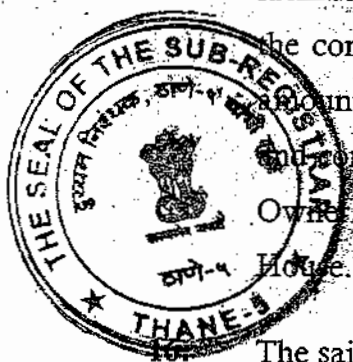
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shall be exclusively entitled to the use of the terrace or open space sold and/or allotted to them

iii. However, in the event of any water storage tank or the lift room or lift machinery is situate in any of the above mentioned terraces, where the exclusive use and enjoyment of such terrace is given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the society shall have a right of access through such terrace to the overhead water tank, lift-room, etc. and for their check-up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the society. For any use of the terrace by the Owner/Seller, no payment shall be due to the Purchasers or the society.

15. Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservation of the Owner/Seller, the Owner/Seller state that they intend to reserve a part or parts of the plots of the said Smaller Properties in the said MBC Park ("Promoter's retained area"), for a Club Houses and other amenities, which area shall be developed independent of the said Wing and/or Building in independent phase(s) with separate timeline and remain as owned by the Owner/Seller even after the conveyance of the said Smaller Properties to the Apex/ Federal Organizations/society. The said Club Houses and the Promoter's retained area is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / Purchasers of office premises in the said Wing and/or the said Building and/or the said MBC Park and the Owner/Seller shall always remain the owners of such areas facilities, equipments and shall have full right to use, deal, transfer, and assume the complete management of such areas and on the Purchasers paying all the accounts due and payable under this Agreement and complying with the terms and conditions hereof and all other charges and deposits as may be specified by Owner/Seller, one of the /s shall be admitted to the membership of the Club House.



The said Club Houses shall either be managed by the Owner/Seller/Developer/ Co Owners or any of them or may be given by them to their nominees or assignees by way of assignment, lease or otherwise. The said Club Houses will be excluded from any transfer thereof to any proposed co-operative society or

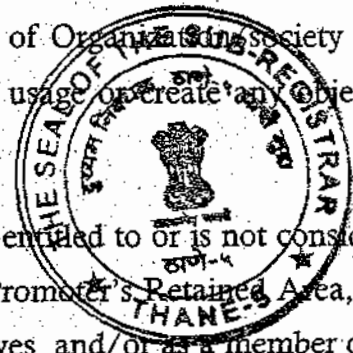
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any other organisation that may be formed of the buyers of the Apartments/Premises/Offices/Units in the said Building and/or the said MBC Park Compound to the intent and purpose that the Owner/Seller/Developer's retained area will work as an independent Unit.

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17. The Owner/Seller or their assignees will be entitled to admit any one of the Purchaser/s as member of the Club House on such terms and conditions as they may think fit and the Purchaser/s herein or the said Organization and/or the Apex/Federal Body of Organization, to be formed and their members will not object to the same.

18. The Purchasers further agree that usage of such areas will be in accordance with the terms and conditions as may be determined by Owner/Seller and/or its nominees in its sole discretion. The Owner/Seller or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Promoter's retained area and Club Houses along with its amenities and facilities available therein and it shall be the sole discretion of the Owner/Seller to use the said Promoter's retained area, Club Houses and its Amenities in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchasers/s or the Organization/s and/or the Apex/Federal Body of Organization/s shall have no right to interfere in the said manner of usage or create any hindrance or nuisance in any manner whatsoever.



19. If for any reason in law, the Owner/Seller is not entitled to or is not considered to be or is not allowed to remain the owner of Promoter's Retained Area, then the Purchasers for himself/herself/itself/themselves and/or as a member of the organization/society to be formed, agrees and undertakes to do all acts that would be necessary including granting of perpetual lease or an irrevocable or any other grant of right as may be required by the Owner/Seller for such Promoter's Retained Area in favour of the Owner/Seller or its associate or affiliate or group company on an annual fee of Re 1 (Rupee One) and on such other terms and conditions including renewals, assignment etc. as may be advised by the Owner/Seller to enable the Owner/Seller and/or its assigns and nominee or any third party who shall be in the place of ownership and maintenance to use and enjoy the Promoter's Retained Area without any hindrance and reference or recourse to the Purchasers or the Association of all other occupiers / Purchasers of apartments in the Building including the Organization. The Owner/Seller

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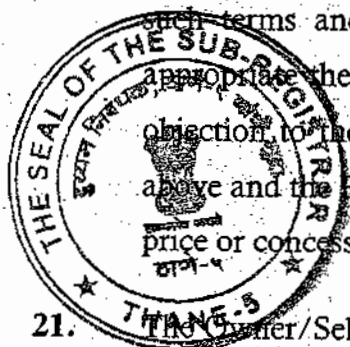
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shall have exclusive right of Ownership of the Club Houses including the right to alienation, lease or mortgage of the Club Houses. The Purchasers further agrees that usage of such areas will be in accordance with the terms and conditions as may be determined by the Owner/Seller and/or its nominees in its/their sole discretion. The Owner/Seller or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club Houses along with its amenities and facilities available therein and shall be the sole discretion of the Owner/Seller to use the Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchasers or organization/society shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever. In consideration of the rights granted to the Purchasers under this Agreement, the Purchasers hereby irrevocably appoints the Owner/Seller as its agent or attorney and authorizes the Owner/Seller to do all such acts, deeds, matter things including execution of a perpetual lease and/or any other document as the Owner/Seller may deem fit in its sole discretion to give effect to the understanding set out in this Agreement relating to Promoter's Retained Area and to present the said documents to the concerned registration office and admit execution of the said documents on behalf of the Purchasers.

20. All unsold units, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, basement space under stilt and other premises and spaces in the said Wing and/or the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Owner/Seller and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchasers will have no objection to the same and the Purchasers do hereby consent to what is stated above and the Purchasers agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.



21. The Owner/Seller intends to and may retain for themselves the remaining office premises in the said Wing and/or the said Building and/or any other buildings to be constructed in the said Smaller Properties and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of office premises in the said Wing and/ or the said Building or

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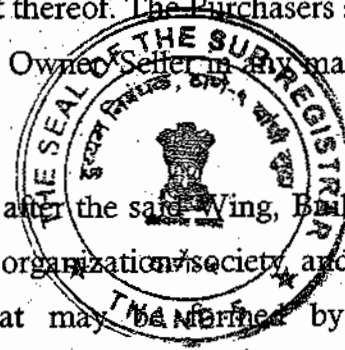
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buildings, as the case may be. The Owner/Developer shall not be liable to pay non occupancy charges thereof to the organization/ society.

22. The Owner/Seller will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Owner/Seller and/or their affiliates (hereinafter referred as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the said Wing and/or the Building therein including, on open space/s, the terraces of the said Wing and/or any parts of the said Building if it so desires at its own costs and expenses. The Owner/Seller and/or their Group Companies will not be liable to make any payment of any nature to Purchasers and/or the occupant/s of the other office premises in the said Wing and/or the said Building and/or the said Organization and/or other organization/s in respect of the displays.
23. The Owner/Seller has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said Property and/or the said Wing and/or the said Building being constructed thereon or any part thereof and to receive and appropriate for their own use and benefit the fees, compensation or charges in respect thereof. The Purchasers shall not obstruct or interfere with the said rights of the Owner/Seller in any manner whatsoever.
24. The aforesaid right shall continue to subsist even after the said Wing, Building and said Smaller Properties is conveyed to the organization/society and the Apex/ Federal Organization/s respectively that may be mentioned by the Owner/Seller and the same shall be incorporated in the Conveyance. The Owner/Seller or their nominees and/or assignees shall pay a sum of Rs. 11/-per year to the Apex/ Federal Organization/s or the organization/society, as the case may be, after the said Smaller Properties is conveyed and/or the said Wing/ the said Building is conveyed to the said Organization and the Apex/ Federal Organization/s respectively and also separately pay municipal rates taxes cesses assessments if any imposed on the organization/society or the Apex/ Federal Organisation/s in respect of any advertisement/hoarding/antenna put up on the open space or terrace or any other portion of the said Smaller Properties. The Owner/Seller or their nominees & assignees shall always be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The



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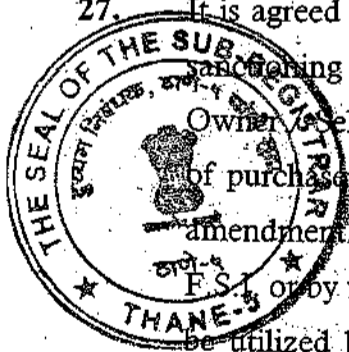
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Purchasers herein shall not be entitled to any abatement in price of the said Office or object to the same for any reason whatsoever and shall allow the Owner/Seller, their agents, servants etc. to enter into the said Smaller Properties and the said Building and the said Wing including the terrace and other open spaces in the said Building including the said Wing for the purpose of putting and or preserving and/or maintaining and/or removing and/or replacing the advertisement and/or hoardings and/or Cell Phone antenna.

25. It is hereby declared that all sanctioned plan/s in respect of the said Building have been examined by the Purchasers and the floor space index (FSI) as available is shown in the said plan/s. In this Agreement, the word FSI or Floor Area Ratio as stated herein shall have the same meaning as understood by the Planning Authority as per DCR or other prevailing Building Regulations or Bye-laws at time being in force.
26. The Purchasers agrees that Owner/Seller and the said Co-owners shall be entitled to use the present unutilized and/or additional built up area /FSI/TDR/land potential/Premium FSI in respect of the said land /property on any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Owner / Seller/the said Co-owners shall also be entitled load and use FSI pertaining to other land/s and to which FSI the Owner/ Seller/ the said Co-owners are entitled to use on the said Property as and when permitted by authority and Purchasers are unconditionally agree for the same. The Owner / Seller/the said Co-owners shall also be entitled to relocate/amalgamate/bifurcate/elevate the recreational grounds (RG) in respect of the said land / property.
27. It is agreed that the residual F.A.R. (FSI), if any, not sanctioned at the time of sanctioning of plans in relation to the said property, becomes available to the Owner/Seller/ the said Co-owners before or after the formation of Association of purchaser/s Apartment Owners of the said Property and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating FSI or by way of transferable development rights (TDR) of any other land may be utilized by the Owner/Seller/ the said Co-owners in the said property or other property as the Owner/Seller/ the said Co-owners may decide. The Purchaser/s has/have hereby given his/her/their irrevocable consent to the Owner/Seller/the said Co-owners who shall be entitled to revise the plans, get



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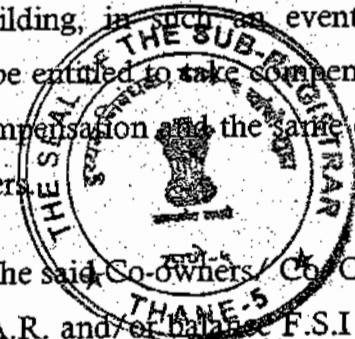
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them sanctioned from the Concerned Authority, and construct the additional units, buildings permitted by the Authority. After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing "Units, subject to the prevailing laws. The Owner/Seller/the said Co-owners shall be entitled to sell such "Units" for such permissible user as the Owner/Seller/Seller/the said Co-owners may think fit and proper to any person or persons for such consideration as the Owner /Seller/the said Co-owners may in their absolute discretion deem fit.

28. The Purchasers shall have no objection for the said new allottee's to be admitted as members of the body to whom the property will be conveyed. The Body shall admit such new members and the Purchasers shall not raise any objection or dispute to such admission of the new member/s.
29. It is categorically agreed by the Purchasers that notwithstanding anything contained in this Agreement the Owner / Seller/ the said Co-owners shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building even after conveyance of the Said Property. The Owner /Seller/the said Co-owners shall also be entitled to transfer or assign the said right/s to any other person subject to the terms .The said property and/or building/s shall be conveyed subject to such right, always being with the Owner/Seller/the said Co-owners or its assigns. It is also understood and agreed by and between the parties hereto that the Owner / Seller/ the said Co-owners or its assignees shall have right to construct "Units" on the terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI, subject to the prevailing laws. In case the land or any portion of the said land is acquired by any authority before execution of the conveyance to the said Building, in such an event the Owner/Seller/ the said Co-owners alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation and the same or any part thereof shall not be claimed by the Purchasers.
30. The Purchasers agrees that the Owner /Seller/ the said Co-owners/ Co Owners shall also be entitled to consume additional F.A.R. and/or balance F.S.I / T D R available under D.C. Rules or by any special concession being granted by the Concerned Authority including the F.A.R. available in lieu of road widening, set back, reservation etc.



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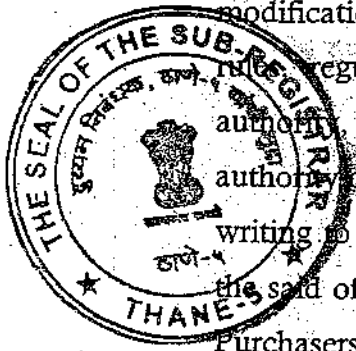
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The sale of the said Office is subject to any relevant and necessary covenants as may be stipulated by the Owner/Seller, for more beneficial and optimum use and enjoyment of the said Property in general and for the benefit of any or any part thereof including the absolute use and utilization as above enumerated for the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said Property.

32. The residual FAR (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said Building will be available to the Owner/Seller/Co-owners/ the said Co-owners before or after formation of Association of Purchasers and also by virtue of amendment of D.C. rules and/or FSI made available by way of floating FSI or by way of transferable development rights of any other property may be utilized by the Owner/Seller/Co-owners/ the said Co-owners on any building as they may decide.

33. Notwithstanding anything contained in this Agreement to the contrary the Owner/Seller/Co-owners/ the said Co-owners shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paragraphs on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the Said Building. The Owner / Seller/the said Co-owners shall also be entitled to transfer or assign the said right to any other person. The Owner/Seller/Co-owners are fully entitled to consume future FSI or TDR generated or unconsumed FSI or TDR and to sell the premises and appropriate the sale proceeds thereof. The property shall be conveyed subject to the said right. The Purchaser/s hereby agree and gives his / her / their irrevocable consent to the Owner/Seller herein to carry out such alterations, modifications in the sanctioned layout building, plans / in the future as the Owner/Seller in his sole discretion thinks fit and proper and / or such



modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority of Government provided that the Owner/Seller shall have to inform in writing to the Purchasers if such alterations and modifications adversely affect the said office of the Purchasers and would not act to disadvantage of the said Purchasers.

34. The Purchasers have been informed and is aware that the premises sought to be acquired by the Purchasers form a part of the larger complex / scheme and that

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the Co- Owners are in the process of constructing other buildings in the complex where the said 'C' Building stands namely MBC Park. The Purchasers hereby categorically and unambiguously agrees that the Purchasers or anyone claiming through the Purchasers shall have no rights towards such rights and the Owner/Seller/ the said Co-owners shall be the sole benefactors and owner of any additional benefit and/any premium FSI that may be / become available to the Co- Owners from the said Building or said land at the time of executing this agreement or at any time in future. The Purchasers categorically agrees that the said Co-Owner are entitled and have complete rights to utilize such benefit / premium FSI in any manner as stated hereinabove or in any manner, the Co- Owners deems fit as and when permitted by the concerned authority. The Purchasers or the Association, on behalf the Purchasers shall not raise an objection thereto.

35. The Purchasers unconditionally agrees and accepts that said Co-owners, Owner/Seller or the said Co-owners can make alteration in the other buildings being constructed in the complex and including the said Building C either permanently, temporary, or materially in order to use the balance TDR or FSI of the MBC Park compound as per the Rules and Regulation including the change of location/ use of the amenity spaces provided as per the permission by the concerned authority as and when required without reference to the Purchasers which though without prejudice to the right, title and interest of the Purchasers made available under the said Agreement, for which the Purchasers shall not raise any objection for such changes in the plans of the construction.

36. In furtherance of construction of the other buildings in the MBC Park Compound, the said other buildings may be subject to the Real Estate Regulation and Development Act 2017 (hereinafter referred to as RERA), and as per the said rules and regulations and as required by RERA the Purchasers / the ultimate body of the said Building may be required to provide their No Objections to the layout and/or construction of such other building, The Purchasers hereby specifically agrees and gives their irrevocable consent to the said Co-Owner herein to carry out such construction of the said other Building/s and further to make any such alterations, modifications in the sanctioned layout building, plans / in the future as the Owner /Seller/ the said Co-owners in its sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request

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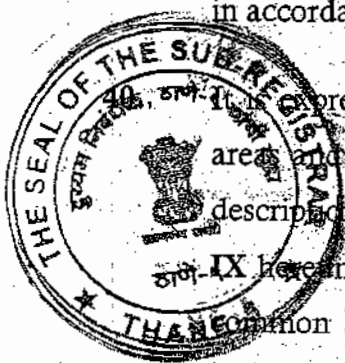
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made by the local authority, planning authority, competent authority or Government or any officer of any local authority of Government.

37. 28/940 The said Building is subject to the rules and regulations as specified in MOFA and the said building shall be eventually conveyed in favour of the association/ society / company as may be formed by the various Purchasers of the offices and units of the said Building. It is understood by the Purchasers and the Purchasers agrees that the property to be conveyed by the Owner/Seller, Co Owners and the said Co-owners in favour of such Society/Association/Company (proposed or otherwise) of Purchasers shall be only limited to the structure of the said C- Building admeasuring 7356.43 square meters being the plinth area and the floors being 7 floors; and the land underneath the structure and no other portion of land forming the part of the said smaller properties including amenity spaces, gardens internal access road etc.

38. The Purchasers agrees that the internal road is an access road but is also meant for utilization by the members / Purchasers and occupants , workers and utility services for other buildings in the said MBC Compounds and no building thereto has any exclusive right over the said internal road /access road. It shall be a collective endeavor of the Purchasers along with other occupants and users of the road to prevent the same from being blocked or used in a manner which will prevent the others from using the said road for ingress and egress to the various buildings in the MBC Park.

39. It is agreed by the Purchasers that the Owner/Seller/the said Co-owners shall convey the said building in favour of the Association/Society and/or the Company as may be incorporated and/or formed only upon completion of the entire development work on the said Smaller Properties by the said Co-owners, in accordance with the provisions of MOFA.



It is expressly agreed that the Purchasers shall be entitled to use the common areas and facilities appurtenant with the said Office and the nature, extent and description of such common areas and facilities are set out in the SCHEDULE IX hereunder written. It is further understood and agreed that the facilities and common area etc. as provided are not for exclusive use by any single entity, including the Purchasers and the Co-owners shall have the absolute right to

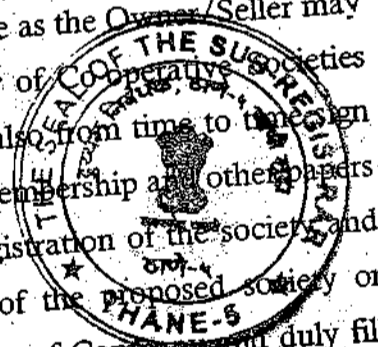
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change the nature of the facilities or common areas, subject to rights, title and interests vested in the said Purchasers by presents contained herein

41. The Owner/Seller/ the said Co-owners has hereby informed the Purchasers that there are 4 passenger lifts and 1 goods lift already installed in the said Building. All the 4 lifts shall be used exclusively for commuting purpose only and 1 goods lift shall be used for transport/ shifting of luggage/ commercial furniture/products by the occupants of the said Building.
42. If within a period of three year from the date of handing over the said Office to the Purchasers, the Purchasers brings to the notice of the Owner/Seller/the said Co-owners , any defect in the Office or the said Building in which the Office is situated or in the material used therein, then, wherever possible, such defects shall be rectified by the Owner/Seller/the said Co-owners (jointly or severally) at their own cost however the same shall not be the responsibility of the Owner/Seller/ the said Co-owners if the defect/ problem brought to notice is due to regular wear and tear or due to any unauthorized alteration or due to the faults of the occupants or the Purchasers.
43. The Purchasers shall use the said Office or any part thereof or permit the same to be used only for the purpose of commercial/office/business, subject however to the Purchasers complying with the local laws in that respect.
44. The Purchasers along with other Purchasers of other offices/ shops in the said Building shall join in forming and registering an Association of Purchasers/ co-operative society/company to be known by such name as the Owner/Seller may decide and which will be approved by the Registrar of Cooperative Societies and/or Companies Act, 2013, and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including the bye-laws of the proposed society and Memorandum of Article and Articles of Association of Company and duly fill in, sign and return to the Owner/Seller/the said Co-owners within 15 days of the same being forwarded by the Owner/Seller/the said Co-owners to the Purchasers, so as to enable the Owner/Seller/the said Co-owners to register the organization of the Purchasers under section 10 of the said MOFA within the time limit prescribed by rules of the Maharashtra Ownership of Flats (Regulation of the Promotion of construction, Sale, Management and Transfer)



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objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies/Registrar of Companies as the case may be, or any other competent authority.

45. The Owner/Seller/ Co-owners/ the said Co-owners irrespective of formation or registration of society shall execute the Deed of Conveyance in favour of the proposed society and/or company upon completion of the entire development on the said Smaller Properties as per the plans sanctioned by the competent authority.

46. From the date of possession of the said office as per this Agreement, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Office) of the outgoings in respect of the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Building. Until the Society/company is formed and the building conveyed to it, the Purchasers shall pay to the Owner/Sellers/the said Co-owners such proportionate share of outgoings as may be determined. The common area maintenance / all outgoings (including property tax) payable by the Purchasers in respect of the said Office will be paid as per actuals, calculated in proportion to the area of the said Office. The amounts so paid by the Purchasers to the Owner/Seller/the said Co-owners shall not carry any interest and shall remain with the Owner/Seller/the said Co-owners until the Deed of Conveyance is executed in favour of the society as aforesaid. Subject to the provisions of section 6 of the said MOFA, on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid by the Owner/Seller/the said Co-owners to the society once it is formed. The Purchasers undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance.

The Purchasers on formation of society, shall deposit with the said Owner/Seller/Co-owners/Society, the following amounts, payable as miscellaneous charges:-

- (i) Rs.35,000/- for legal charges;

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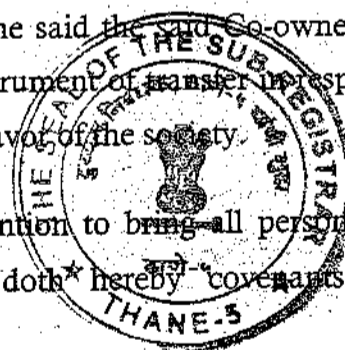
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- (ii) Rs.25,000/- for share money, application entrance fee of the Society
 (iii) Rs.40,000/- for formation and registration of the society
 (iv) Rs.80,000/- as other charges.

Total: Rs. 1,80,000/-.

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48. From the date of taking possession of the said Office after paying the full consideration of this Agreement to the Owner/Seller, the Purchasers of said Office is liable to pay property taxes to the municipal corporation on actual basis as per the bill issued by the authority in addition to the monthly maintenance charges payable to Owner/Seller/the said Co-owners as aforesaid. The cost to substitute the name of the Purchasers on the bills of property taxes shall be borne by the Purchasers.
49. The Owner/Seller/the said Co-owners shall utilize the first mentioned sum (in clause 47) of Rs.1,80,000/- payable by the Purchasers to the Owner/Seller/the said Co-owners for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Owner/Seller/the said Co-owners in connection with formation of the said Society, preparing its rules, regulations and bye-laws and the cost of preparing and this Agreement and the Deed of Conveyance or Deed of lease, as the case may be.
50. At the time of execution of the said document of transfer of the said building and land underneath the said building, or part thereof by the Owner/Seller/ the said Co-owners to the Society/ Company to be formed by the said Owner/Seller/ the said Co-owners, the Purchasers shall pay the stamp duty and registration charges payable, in proportion of their holdings in the said Building, for the said society/association/company to be formed by the said the said Co-owners, on the conveyance or lease or any document or instrument or transfer in respect of the said land and the building to be executed in favor of the society.
51. The Purchasers for themselves and with intention to bring all persons into whatsoever's hands the Office may come, doth hereby covenants with Owner/Seller/the said Co-owners as follows -
- (i) To maintain the Office at the Purchasers' own cost and keep it in good tenantable repairs and condition from the date of taking possession of the said Office and shall not do or suffer to be done anything in or to the said Building in which the Office is situated, staircase or any passages which may be against the



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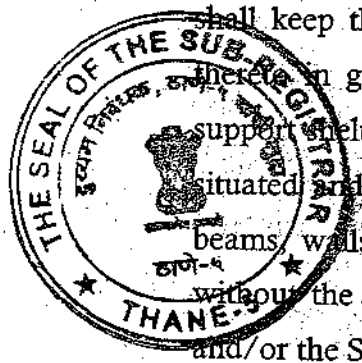
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rule, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Building in which the Office is situated and in the Office itself or any part thereof;

- (ii) Not to store in the Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the Office is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said building in which the Office is situated including entrances of the said Building in which the Office is situated.
- (iii) To carry, at his own cost, all internal repairs to the said Office and maintain the Office in good condition, and the Purchasers shall not do or suffer to be done anything in or to the said Building in which the Office is situated or to the Office which may be in breach of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchasers committing any contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Office or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Office is situated and shall keep the portion, sewers, drains, pipes in the Office and appurtenances thereto in good tenable repairs and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Office is situated and shall not chisel or in any other manner do damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Office without the prior written permission of the Owner/Seller/the said Co-owners and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Office is

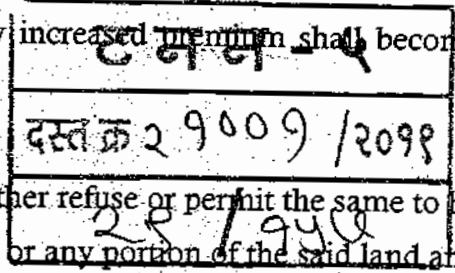


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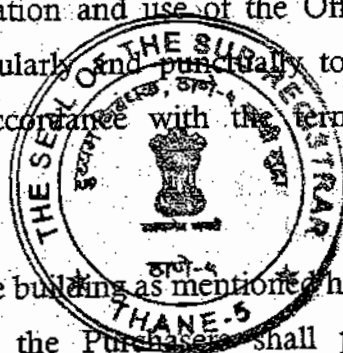
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situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.



- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Office in the compound or any portion of the said land and the building in which the Office is situated.
- (vii) Pay to the Owner/Seller/the said Co-owners within 15 days of demand by the Owner/Seller/the said Co-owners, their proportionate share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Office is situated.
- (viii) To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Office by the Purchasers viz., user for any purposes other than for commercial purpose.
- (ix) The Purchasers shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Office therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society, regarding the occupation and use of the Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (x) Till a deed of conveyance of the land and the building as mentioned hereinabove in which Office is situated is executed the Purchasers shall permit the Owner/Seller/the said Co-owners and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

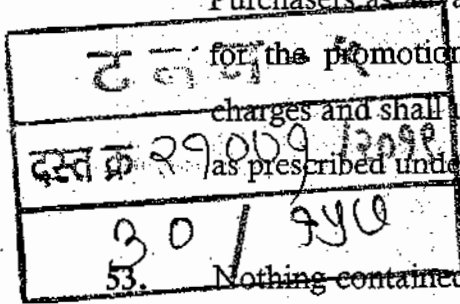


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52. The Owner/Seller/the said Co-owners shall maintain a separate Account in respect of sums received by the Owner/Seller/the said Co-owners from the Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the outgoings, legal charges and shall utilize the amounts for the purposes as agreed and in discharge as prescribed under the prevailing laws.



53. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Smaller Properties or any part thereof. The Purchasers shall have no claim save and except in respect of the said Office hereby agreed to be sold to him and to all lobbies, staircases, terraces, etc. which will remain mutual and non-exclusive property of the Co-owners alongwith other occupants of the said Building until the said Building is transferred to the Association as hereinbefore mentioned.

54. The Purchasers agree and confirm that they shall have no claim of whatsoever nature in respect of terrace and open spaces of the said building in which the said Office is situated and the same shall be exclusive property of the Owner/Seller/the said Co-owners and the Owner/Seller/the said Co-owners is entitle to use the same for hoarding advertisement and for any other commercial purposes, for which the Purchasers shall hereby give unconditional consent in favor of the Owner/Seller/the said Co-owners.

55. Any delay, tolerated or indulgence shown by any party in enforcing the terms of this Agreement or any forbearance or giving of time to the other party shall not be construed as a waiver on the part of such party of any breach or non-compliance of any of the terms and conditions of this Agreement by the party in default and shall not in any manner prejudice the rights of such party.



56. The Purchasers and/or the Owner/Seller shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office for registration within the time limit prescribed by the Registration Act and the Owner/Seller, Co-owners and the said Co-owners will attend such office and admit execution thereof.

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57. The Stamp Duty and Registration Charges for registration of this Sale Agreement in respect of the said Office shall be borne by the Purchasers.
58. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers, by registered post at his/her address specified below:-

Mr. Jimish Pankajbhai Shah
201, Raj Residency 3,
Mahavir Nagar, Near Jain Temple,
Kandivali West, Mumbai - 400067

Mrs. Purvi Nirav Shah
504 C Wing, 5th Floor,
Kandivali Kesar Ashish CHS Ltd,
Mahavir Nagar Link Road,
Next to Vasant Complex, Kandivali West,
Mumbai - 400067

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59. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the Offices in the said Building, if any, shall belong exclusively to the respective Purchasers of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace Purchasers. The said terrace shall not be enclosed by the Purchasers till the permission in writing is obtained from the concerned local authority and the Owner/Seller/the said Co-owners or the Society.
60. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No.XV of 1971) and the rules made thereunder.

THE SCHEDULE I ABOVE REFERRED TO
(Description of the said 'Larger Property')

ALL THAT pieces and parcels of non agricultural land situate at Thane Ghodbunder Road in village Wadhavali Taluka and District Thane in the Registration District and sub-District of Thane admeasuring in the aggregate 83,636.77 Sq. Meter bearing Survey

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No. 14, Survey No. 15, Survey No. 16 Hissa Nos. 1,2,3 & 4, Survey No. 29 Hissa Nos. 1 (part), 3(part), 4(part) & 5(part), Survey No. 30, Survey No. 31 Hissa Nos. 1(part) 3(part) and 6, Survey No. 32 (part), Survey No. 33 & Survey No. 34, within the limits of Thane Municipal Corporation and bounded as follow:

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On or towards the North: partly by property belonging to Iron and Metal Traders Private Limited and partly by property bearing survey No.29, Hissa No.3 and Survey No.31, Hissa No.6,

On or towards the West: by the boundary line of village boriwade,

On or towards the South: by the boundary line of Village Ovale,

On or towards the East: by the Thane Ghodbunder Road.

SCHEDULE II

HOLDINGS BELONGING TO M/s.PANCHSHEEL PLASTICS PVT. LTD.

(Description of the said '1st Smaller Property')

20% of undivided portion of ALL THAT the pieces and parcels of non agricultural land situate at Thane, Ghodbunder Road in village Wadhavali, Taluka and District Thane in the Registration District and sub-District of Thane admeasuring 19,990. 30 sq. mtrs. of land or thereabouts bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and bounded as follows:

On or towards the North: by Larger Property

On or towards the West: by Survey no. 16/4.

On or towards the South: by Survey No. 83 (part) and 84 of village Ovale,

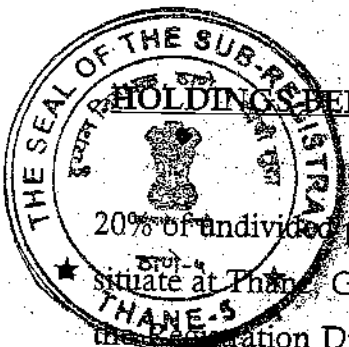
On or towards the East: partly by Thane Ghodbunder Road.

SCHEDULE III

HOLDINGS BELONGING TO M/s. MAHAKALI PLASTI-WEAVE PVT. LTD.

(Description of the said '2nd Smaller Property')

20% of undivided portion of ALL THAT the pieces and parcels of non agricultural land situate at Thane, Ghodbunder Road in village Wadhavali, Taluka and District Thane in the Registration District and sub-District of Thane admeasuring 19,990. 30 sq. mtrs. of land or thereabouts bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and bounded as follows:



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On or towards the North: by Larger Property

On or towards the West: by Survey no. 16/4.

On or towards the South: by Survey No. 83 (part) and 84 of village Ovale,

On or towards the East: partly by Thane Ghodbunder Road.

SCHEDULE IV

HOLDINGS BELONGING TO M/s. OVERSEAS PACKAGING INDUSTRIES

PVT. LTD.

(Description of the said '3rd Smaller Property')

40% of undivided portion of ALL THAT the pieces and parcels of non agricultural land situate at Thane, Ghodbunder Road in village Wadhavali, Taluka and District Thane in the Registration District and sub-District of Thane admeasuring 19,990. 30 sq. mtrs. of land or thereabouts bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and bounded as follows:

On or towards the North: by Larger Property

On or towards the West: by Survey no, 16/4.

On or towards the South: by Survey No. 83 (part) and 84 of village Ovale,

On or towards the East: partlyby Thane Ghodbunder Road.

SCHEDULE V

HOLDINGS BELONGING TO MR. KAUSHAL KUMAR MODI

(Description of the said '4th Smaller Property')

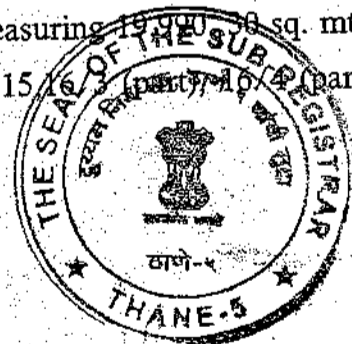
20% of undivided portion of ALL THAT the pieces and parcels of non agricultural land situate at Thane, Ghodbunder Road in village Wadhavali, Taluka and District Thane in the Registration District and sub-District of Thane admeasuring 19,990. 30 sq. mtrs. of land or thereabouts bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and bounded as follows:

On or towards the North: by Larger Property

On or towards the West: by Survey no. 16/4.

On or towards the South: by Survey No. 83 (part) and 84 of village Ovale,

On or towards the East: partlyby Thane Ghodbunder Road.



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THE SCHEDULE VI ABOVE REFERRED TO

The building bearing no. 'C' consisting of a Basement (Part) + stilt + Podium + 1st floor to 6 floors] according to the said Co-owners selling plans upon the demarcated portion of 5 acres (more particularly 19,990.30 sq. mtrs. of land) bearing portions of Survey Nos.14, 15, 16/3 (part), 16/4 (part), 33 (part) and 34 (part) bearing Survey No. 14, Survey No. 15, Survey No. 16 Hissa Nos. 1,2,3 & 4, Survey No. 29 Hissa Nos. 1 (part), 3(part), 4(part) & 5(part), Survey No. 30, Survey No. 31 Hissa Nos. 1(part) 3(part) and 6, Survey No. 32 (part), Survey No. 33 & Survey No. 34, situate at Thane, Ghodbunder Road in village Wadhavali, Taluka and District Thane in the Registration District and

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THE SCHEDULE VII ABOVE REFERRED TO

ALL THAT the pieces and parcels of non agricultural land situate at Thane, Ghodbunder Road in village Wadhavali, Taluka and District Thane in the Registration District and sub-District of Thane admeasuring 19,990.30 sq. mtrs. of land or thereabouts bearing portions of Survey Nos.14,15,16/3 (part), 16/4 (part), 33 (part) and 34 (part) and bounded as follows:

On or towards the North: by Larger Property

On or towards the West: by Survey no. 16/4.

On or towards the South: by Survey No. 83 (part) and 84 of village Ovale,

On or towards the East: partly by Thane Ghodbunder Road.

THE SCHEDULE VIII ABOVE REFERRED TO

An Office bearing No. 'A' on the 5th floor as per the plans sanctioned by Thane Municipal Corporation and the Occupation Certificate issued by the Thane Municipal Corporation admeasuring about 4939.59 sq. feet as carpet area situated and lying in the building known as "C" or commonly known as the "MBC Park", MBC Compound, Near Sainath Nagar Bus Stop, Kasarvadavli, Thane (W) – 400 615 along with amenities, situate, lying and being on land bearing S.No.14, 15, 16/1 to 4,29/1 to 5, 30, 31/1 to 6, 32, 33 and 34, in village Wadhavali Taluka and District Thane in the Registration District and sub- District of Thane, within the limits of Thane Municipal Corporation.

Timish P. Shah

R. Shah



THE SCHEDULE IX ABOVE REFERRED TO

The fixtures, fittings and amenities provided by the Owner/Seller/the said Co-owners in the said Building:

1. Building will be in R.C.C. frame structure
2. Glass façade /ACP/Pain
3. P.C.C. around the Building
4. 2 emergency stair case
5. Fire Hydrants in each stair case
6. 4 passengers lift
7. 1 goods lift

टनन-५
दस्ता क्र २९००९ / २०१९
३५ / १५७

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Prakash P. Shah

Rshah

