

DATED THIS \_\_\_ DAY OF \_\_\_, 2014

BHATTAD BROTHERS  
OWNERS/DEVELOPERS

TO

M/s. PNP POLYTEX PVT. LTD ... PURCHASER

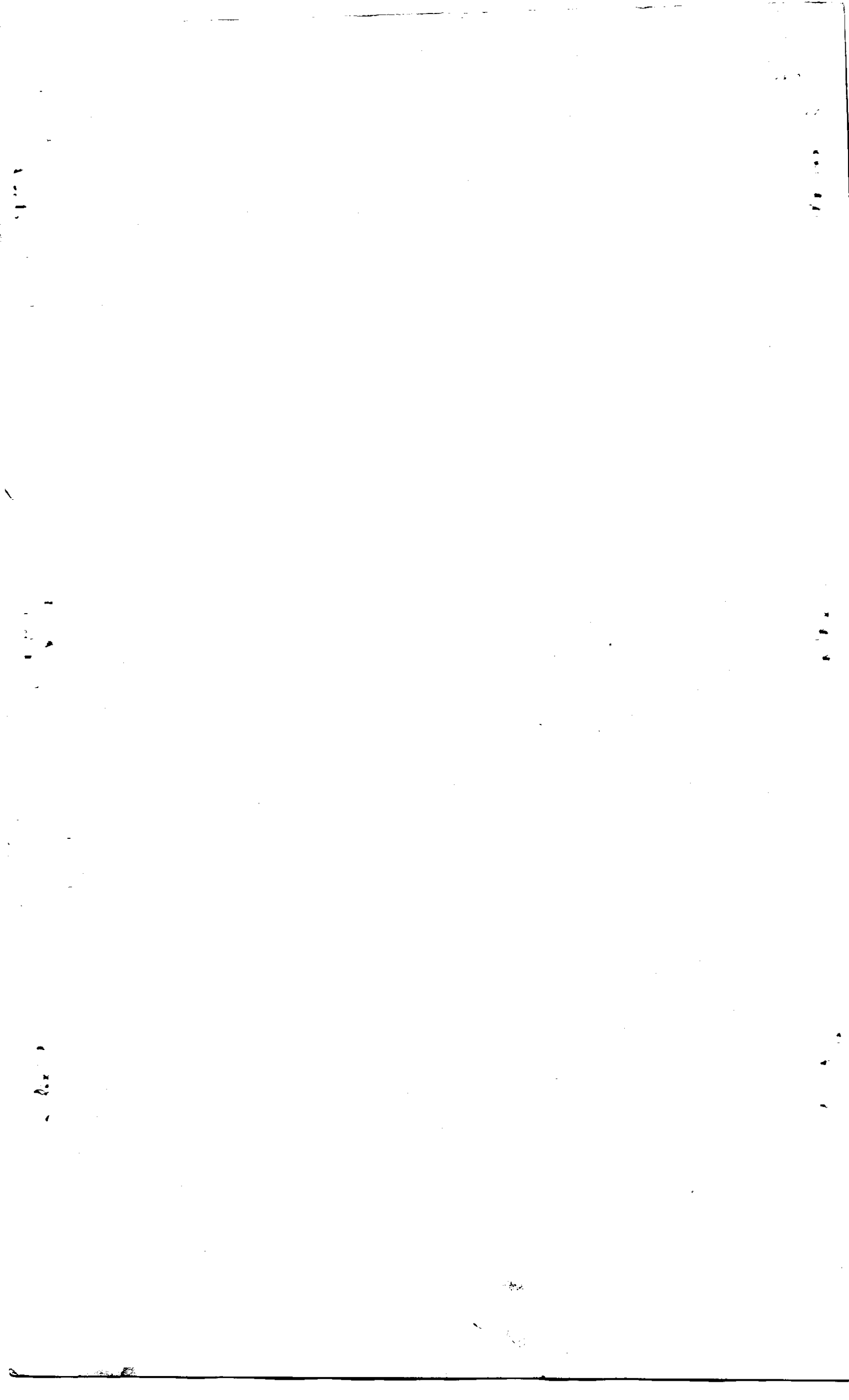
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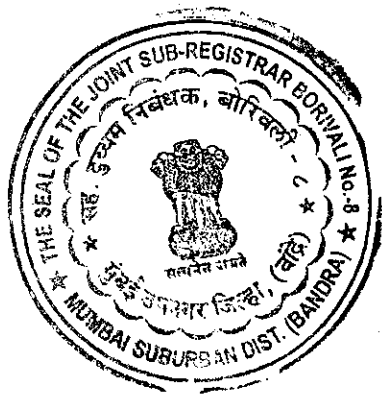
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AGREEMENT FOR SALE

SHOP/COMMERCIAL  
PREMISES/FLAT/SHOP/  
OFFICE/UNIT NO Shop 3  
on the Ground Floor  
in the building known as  
"BHATTAD AURUS"  
on Plot No. 694  
R.M. Bhattad Marg,  
Borivli (West),  
Mumbai - 400 092.







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# Data of ESBTR for GRN MH004902163201415S

## Bank - IDBI BANK

Bank/Branch : IBKL - 6910626/Borivali [West]  
Pmt Txn id : 54726933 Stationary No : 14054201699674  
Pmt DtTime : 31/12/2014 16:57:24 Print DtTime : 02/01/2015 10:04:49  
ChallanIdNo : 69103332014123152872 GRAS GRN : MH004902163201415S  
District : 7101 / MUMBAI Office Name : IGR557 / BRL 8\_JT SUB REGISTRAR BORIVALI 8

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)  
StDuty Amt : Rs 15,41,700.00/- (Rs Fifteen Lakh Forty One Thousand Seven Hundred Rupees Only)

RgnFee Schm :  
RgnFee Amt :

Article : A25  
Prop Mvblty : Immovable Consideration : 3,08,31,045.00/-  
Prop Descr : SHOP NO 3BHATTAD AURUSR M BHATTAD MARGBORIVALI , WESTMUMBAIMUMBAI  
: Maharashtra  
: 400092  
Duty Payer : PAN-AACCP1396H PNP POLYTEX PVT LTD  
Other Party : PAN-AABFB8501E BHATTAD BROTHERS

Bank Scroll No : 100  
Bank Scroll Date : 01/01/2015  
RBI Credit Date : 01/01/2015  
Mobile Number : 919892267636

**Only for verification-not to be printed and used**

*Ashish*

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# Data of Bank Receipt for GRN MH005046281201415R

## Bank - IDBI BANK

Bank/Branch :  
Pmt Txn Id : 55231388 Simple Receipt  
Pmt DtTime : 07/01/2015 16:00:11 Print DtTime :  
ChallanIdNo : 69103332015010751000 GRAS GRN : MH005048281201415R  
District : 7101 / MUMBAI Office Name : IGR557 / BRL 8\_JT SUB REGISTRAR BORIVALI 8

StDuty Schm : --  
StDuty Amt : --

RgnFee Schm : 0030063301-70 / Registration Fee  
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Article : A25  
Prop Mvblty : Immovable Consideration : 3,08,31,045.00/-  
Prop Descr : SHOP NO 03BHATTAD AURUSR M BHATTAD MARGBORIVALI , WESTMUMBAIMUMBAI  
: Maharashtra  
: 400092

Duty Payer : PAN-AACCP1396H PNP POLYTEX PVT LTD  
Other Party : PAN-AABFB8501E BHATTAD BROTHERS

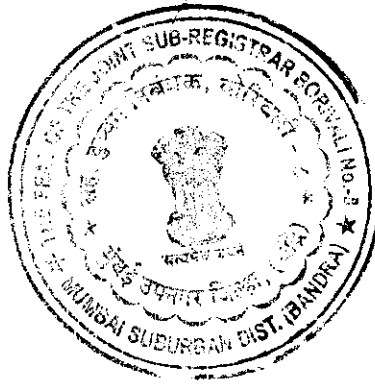
Bank Scroll No : 100  
Bank Scroll Date : 08/01/2015  
RBI Credit Date : --  
Mobile Number : 919892267636

**Only for verification-not to be printed and used**

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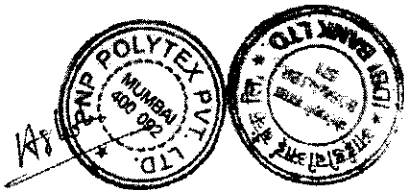
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Hot Payment Successful. Your Payment Confirmation Number is 55231388

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH005046281201415R	BARCODE	Form ID : Date: 07-01-2015
Department	IGR	Payee Details	
Receipt Type	RM	Dept. ID (If Any)	
Office Name	IGR557-BRL 8_JT SUB REGISTRAR BORIVALI	Location	PAN-AACCP1396H
	8		PAN No. (If Applicable)
Year	Period: From : 07/01/2015 To : 31/03/2099	Full Name PNP POLYTEX PVT LTD	
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	SHOP NO 03 BHATTAD AURUS
		Road/Street, Area /Locality	R M BHATTAD MARG BORIVALI
0030045501-75	0.00	Town/ City/ District	WEST MUMBAI MUMBAI Maharashtra
0030063301-70	30000.00	PIN	4 0 0 0 9 2
	0.00	Remarks (If Any) : 	
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	0.00		
	0.00		
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	0.00		
Total	30000.00	Amount in words Rupees Thirty Thousand (30000)	
Payment Details:IDBI NetBanking Payment ID : 55231388		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332015010751000	
Cheque- DD No.		Date	07-01-2015
Name of Bank	IDBI BANK	Bank-Branch	571 Borivali [West]
Name of Branch		Scroll No.	



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

Branch: IBKL - 6910626/Borivali [West] **14054201699674**  
 Branch Id : 54726933 Stationery No: 14054201699674  
 Print DtTime : 02-Jan-2015@10:04:49  
 GRAS GRN : MH004902163201415S  
 Office Name : IGR557-BRL 8\_JT SUB REG  
 District : 7101-MUMBAI

Stamp Duty Schm: 0030045501-75/STAMP DUTY  
 Stamp Duty Amt : R 15,41,700/- (Rs One Five, Four One, Seven Zero Zero only)

Reg Fee Schm: 0030063301-70/Registration Fees  
 Reg Fee Amt : R 0/- (Rs Zero only)

Article : A25-Conveyance/Sale/Transfer/Assignment Deed  
 Prop. Nblty: Immovable Consideration: R 3,08,31,045/-  
 Prop Descr: SHOP NO 3, BHATTAD AURUS, R M BHATTAD MARG, BORIVALI, WEST, MUMBAI, MUMBA  
 Maharashtra, 400092

Duty Payer: PAN-AACCP1396H, PNP POLYTEX PVT LTD  
 Other Party: PAN-AABFB8501E, BHATTAD BROTHERS

*Linnukhe (Lata Primmthe)*

Bank Official Name & Signature



*Bhadari (B A Bhadari)*

Bank Official2 Name & Signature

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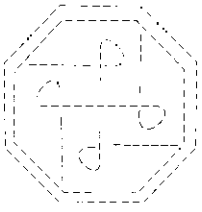
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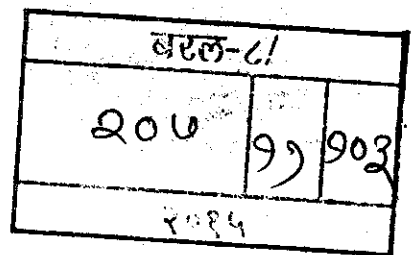
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## AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai, on this <sup>th</sup> 7 day of June, 2015 BY AND BETWEEN **BHATTAD BROTHERS**, a Partnership firm, duly registered under the Indian Partnership Act, 1932 and represented by its Partner **Shri. L.R. Bhattad** and having its registered office at 104, Bajaj Bhawan, Nariman Point, Mumbai - 400 021, hereinafter referred to as "**the Owners/Developers**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, its partners or partner for the time being and the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner and his assigns) of the **ONE PART;**

AND

(1) M/s. PNP POLYTEX PVT. LTD of Mumbai, Indian Inhabitant, having address at A-601-607, Mangal Aarambh, Near Mc Donald's, Kora Kendra, Borivali(W), Mumbai -400092, hereinafter referred to as the "**the Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and



include his/her/their heirs, executors, administrators and permitted assigns) of the  
**OTHER PART;**

**WHEREAS**

A. The Owners/Developers are the Owners of and are absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Final Plot No. 694 situated at R.M. Bhattad Marg, off S.V. Road, Borivali (West), Mumbai – 400 092, admeasuring 1240.90 sq.mts., and more particularly described in the **First Schedule** herein-below and being the Plot allotted to the Owners/Developers by the Planning Authority, Town Planning Scheme III (Borivali) in lieu of their original Plot No. 433 situated at R.M. Bhattad Marg, off S.V. Road, Borivali (West), Mumbai – 400 092 and hereinafter referred to as **“the said Property”**.



The Owners/Developers have declared that :-

The Property bearing original C.T.S. No. 820, 821, 821 (1 to 5) and being O.P. No. 433 of T.P.S. III, Borivali admeasuring 5476.45 sq. mtrs. originally belonged to one Gokuldas Jeevraj Dayal. By reason of consent decree passed by the Bombay High Court on 30<sup>th</sup> March, 1982, in Suit No. 78 of 1982 the said Property vested in the Owners/Developers. Under T.P.S. III Borivali, substantial portion of the said O.P. No. 433 fell under D.P. Road (Link Road) and was acquired by M.C.G.M and in lieu thereof the Owners/Developers are allotted two Final Plots, being the aforesaid Plot No. 694 (the said Property) and another Plot being Plot No. 713, both situated in T.P.S.III, Borivali, Mumbai.

(ii) The Owners/Developers thus became absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Plot No. 694 of Borivali (West), Mumbai – 400 092 admeasuring 1240.90 sq. mts., being the said Property and hereinafter referred to as **“the Said Property”**.

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The Owners/Developers have completed all the formalities of T.P.S. and have obtained possession receipt in respect of the said Property from Municipal Corporation of Greater Mumbai (M.C.G.M.).

(iv) The Owners/Developers Advocate Mr. N.V. Vimadalal has investigated the Owners/Developers title to the said Property and has issued a Certificate of Title on 23.7.2013 to the Owners/Developers



and as mentioned therein, save and except the charge under the registered Deed of Mortgage dated 15<sup>th</sup> July 2013 executed by the Owners in joint favour of M/s. Bhishma Realty Ltd. and M/s. Capricon Realty Ltd., and registered in the office of Sub-Registrar of Assurances at Borivali, Mumbai under Serial No.BRL-8-3878/2013, the Owners Title to the said Property is otherwise clear and marketable and free from any other encumbrances.

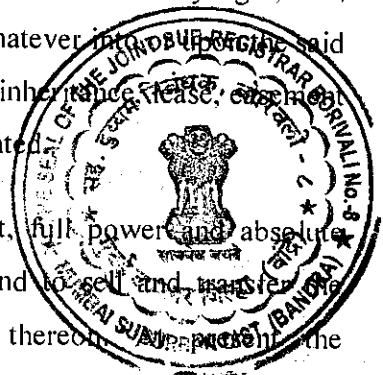
(v) The said Property, in all Government, Revenue and Municipal records stands in the name of the Owners/Developers as their sole and absolute property and no other person or persons have any right, title, interest, claim or demand of any nature whatever in or over the said Property either by way of sale, gift, trust, inheritance, lease, mortgage or otherwise howsoever except as afore stated.

(vi) The Owners/Developers have good right, full power and absolute authority to develop the said Property and to sell and transfer the premises being constructed by them thereon. The Owners/Developers are constructing on the said property a building known as "BHATTAD AURUS" having 2 bascmets, Ground Floor premises as Shop/Commercial/Office premises and First Floor premises as I.T. Office premises and Second to Eighth floor premises as Residential premises and there is no impediment or restraint against the Owners/ Developers from being able to do so.

(vii) The Owners/Developers do not hold any excess vacant Property under Urban Land (Cciling & Regulation Act), 1976 and have obtained U.L.C. N.O.C. No. C/ULC/D.V/6(i)/SR.XII-133 dated 29.3.1995 stating that there is no surplus vacant Property. The said Property is not vacant land under Urban Land (Ceiling and Regulation) Act, 1976.

C. The Purchaser has verified the title of the Owners/Developers to the said Property and has satisfied himself/herself/themselves of the same.

D. The said Property is clear and marketable and free from any other encumbrances (except the charge in joint favour of M/s. Bhishma Realty Ltd. and M/s. Capricon Realty Ltd.). The said property is also not the subject matter of any litigation. No case is filed or is pending against the Owners/ Developers nor the said Property or any part thereof is attached either before judgment or in the execution of any decree nor has any lis pendens been registered in respect thereof.



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E. The Owners/Developers have as on date duly paid all outgoing. Municipal taxes and duties payable by the Owners/Developers in respect of the said Property and have duly observed and performed all rules and regulations of the M.C.G.M.

F. The MCGM has issued to the Owners/Developers IOD No. CHE/A-3704/BP(WS)/AR dated 01.12.2005 and also a Commencement Certificate bearing No. CHE/A-3704/BP(WS)/AR dated 06.12.2006 and as amended from time to time, for the development of the said Property and for construction of the Building thereon known as "BHATTAD AURUS" (herein after referred to as the said "Building"). The plans prepared by the Architect Mr. R. G. Kapadia of M/s. Kapadia Consultants are sanctioned by M.C.G.M. under IOD No. CHE/A-3704/BP(WS)/AR dated 01.12.2005, (hereinafter referred to as "the said Plan" and would also mean and include any modification/s made thereto from time to time). Hereto annexed and marked as Annexure is the copy of the IOD and Commencement Certificate. The Owners/Developers have got approved from the said M.C.G.M the said plans, the Specification, elevations, section and details of the said Building, "BHATTAD AURUS" presently of two basements, ground floor as shops/commercial/office and first floor for I.T. Offices and Second to Eighth floors for Residential use. In view of the amendment in D.C. Regulations allowing FSI, Fungible FSI, TDR, the Owners/Developers further intend to construct the additional upper floors on the said Building "BHATTAD AURUS" and the Owners/Developers reserve its right to construct such further additional floors, on the said Building in order to consume such additional FSI/TDR/Fungible FSI, so generated in the future and as per plans as may be sanctioned by MCGM hereafter.

G. While sanctioning the said plans, the said M.C.G.M has laid down certain terms, conditions, stipulations and restrictions which are required to be observed and performed by the Owners/Developers while developing the said Property and upon due observance and performance of which only the Completion and Occupation Certificate in respect of the said Property shall be granted by the said M.C.G.M.

H. The Owners/Developers have commenced the construction of the said Building "BHATTAD AURUS" on the said Property in accordance with the said Building plans prepared by their Architect Mr. R. G. Kapadia of M/s. Kapadia Consultants, and under the supervision of the said Architects and the structural Engineer Mr. P.K Sura and as per the said plans approved by the said M.C.G.M, the said Building is under construction. The said building has

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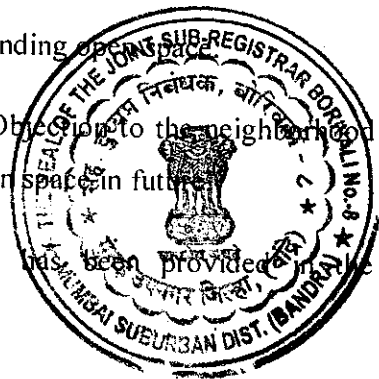




2 levels of basements, plus ground floor and 8 (eight) upper floors. Subject to sanction being granted by M.C.G.M, the Owners/Developers reserve their right to construct additional floors as will be permitted. The Owners/Developers shall apply for the Part/Full Occupation Certificate and the same shall be obtained before handing over possession of the said Premises to the Purchaser.

I. The Owners/Developers have categorically informed and made the Purchaser aware of the following:-

- (i) That said Building is deficient in surrounding open space.
- (ii) That the Purchaser will not raise any Objection to the neighboring developments with similar deficient open space in future.
- (iii) That the mechanical Parking system has been provided in Building for parking of cars.



The Purchaser agrees that he is aware of the above and expressly agrees that he shall not raise any objections and shall not in future hold the MCGM/Statutory Authority/Owners/Developers responsible in respect thereto for such deficiency or failure of mechanical system provided.

J. As per recent technology and in accordance therewith the said Building is being constructed also by using Post-Tensioned (PT) slabs which has high tension steel wires running across the slab. (Post-tensioned slabs are typically flat slabs, band beam and slabs or ribbed slabs. Post-tensioned slabs use high strength tensioned steel strands to compress the slabs, keeping the majority of the concrete in compression). The Owners/Developers have marked the location of the steel strands running across the PT slabs on site (which shall not be removed by the Purchasers at any point of time). The said Plan has been issued and duly certified by the structural Engineer and the Owners/Developers have obtained copy of the same. The said Plan is available for inspection at the registered office of the Owner/Developers till the formation of the society/condominium and inspection of same shall be provided upon a request in writing from the Purchaser. And thereafter the same shall be available at the office of the society/condominium. The Purchaser shall not carry out any alterations or in any manner tamper with the said PT slab of the Premises. The Owners/ Developers shall not be held responsible for any alterations/tampering carried out in future to the PT slab by the present Purchaser/Occupier or the transferee of the Premises or by any other body framed by the Purchasers of the Premises in the said building.

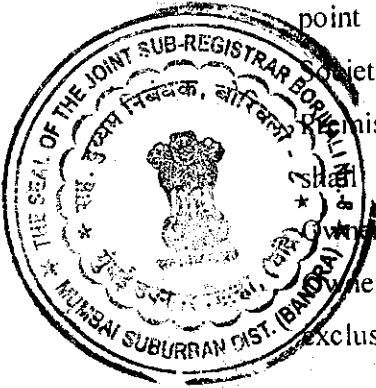


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The Purchaser being aware of the location of the said PT slabs agrees and undertakes to ensure that in the event he sells/rents/leases the said Premises in the future, he will make the new Purchaser /Lessee/ Transferee aware of the same and the Owners/Developers shall not be held responsible for any damage, alteration carried out to such slabs and the consequent effects resulting therefrom.

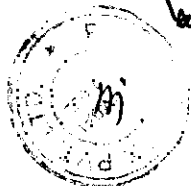
K. The said Building "Bhattad Aurus" consists of 2 levels of Basements. The first basement namely Basement No. 1 is below the Ground floor/level. The said Basement No. 1 is retained by the Owners/ Developers and shall belong to the Owners/Developers, and the Owners/Developers shall continue to retain the said Basement No. 1 for themselves and for their use. None the less they shall, at their sole discretion be entitled to allot portions of the said Basement No. 1 (in whole or in part) to any third party of their choice. At no point of time the Purchaser for himself or as member of the Society/Condominium which may be formed by the Purchasers of the Premises in the said Building or the Society/Condominium as may be formed shall be entitled to raise any objection/claim to the Owners/Developers ownership of the said Basement No.1 which shall always be in exclusive ownership and in possession of the Owners/Developers and with their exclusive right to deal with the same in the manner they think proper.



The second basement namely Basement No.2. is below Basement No. 1, The said Basement No. 2 has been reserved for Parking purpose and the parking space therein shall as per the Owners/Developers discretion be allotted by the Owners/Developers to the Purchasers of Flat/ Premises/Shop/Office/Unit in the said Building, and according to its availability. The Owners/Developers are entitled to change such allocations at their sole discretion.

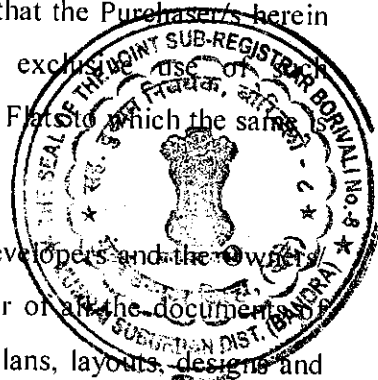
L. The Purchaser is intending to Purchase Flat/ Shop/Office/Unit No. Shop 3 on the Ground Floor, admeasuring approximately 764 sq. ft. carpet in the said Building **Bhattad Aurus** to be constructed on the said Plot bearing C.S No. 694, situated at R.M. Bhattad Marg, Off: S.V. Road, Borivali (West), Mumbai - 400 092 and the Purchaser has approached the Owners/ Developers for the same.

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M.	The Purchaser has seen the layout plan of the said Property showing the location of the proposed Building BHATTAD AURUS and also the sanctioned plans in respect of the said BHATTAD AURUS and the same shall remain binding on the Purchaser with such amendments thereto that
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may be effected from time to time save and except that, the carpet area of the Flat/Shop/Office/Unit agreed to be sold shall not be reduced.

- N. At the request of the Purchaser, the Owners/Developers have agreed to allot/sell to the Purchaser on ownership basis and free from all encumbrances, the said Premises being Office/Unit No. Shop 3 on Ground Floor having carpet area admeasuring approximately 764 sq. ft. carpet in the said Building named "**Bhattad Aurus**" on the said Plot No. 694, situated at R.M. Bhattad Marg, Off: S.V. Road, Borivali (West), Mumbai-400 092 (hereinafter referred to as "**the said Premises**") for the consideration and upon the terms and conditions recorded herein and to allot one car parking space in the Compound of the Premises, if any, as per its availability.
- O. The attached terrace/deck/open space adjoining to the Flats on the 8th floor of the said building "BHATTAD AURUS" shall be allotted to the respective Purchaser/s of the Flats on the said 8th floor and that the Purchaser/s herein shall not have objection to the private and exclusive use of the terrace/deck/open space by the Purchaser/s of such Flats to which the same is attached.
- P. The Purchaser has demanded from the Owners/Developers and the Owners/Developers have given inspection to the Purchaser of all the documents and title relating to the said Property and of the said plans, layouts, designs and specifications prepared by the Owners/ Developers' Architect and approved by M.C.G.M and also such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Act, 1963 (hereinafter referred to as the said Act) and Rules made thereunder. The said Original Documents, Plans, Layouts, Designs are kept at the Owners/Developers registered office situated at 104, Bajaj Bhavan, Nariman Point, Mumbai - 400 021 for their inspection.
- Q. The Owners/Developers are entering into similar separate Agreements with each of the other Purchasers for sale of Premises in the said Building upon similar terms and conditions as mentioned herein.
- R. The Owners/Developers have given identifying name to the said Building being constructed on the said Property and the said Building shall continue to be known as "BHATTAD AURUS" and which name shall not be changed at any point of time.
- S. The Owners/Developers reserve the right to change, alter, modify and/or vary the said layout as aforesaid (but without affecting the carpet area of the



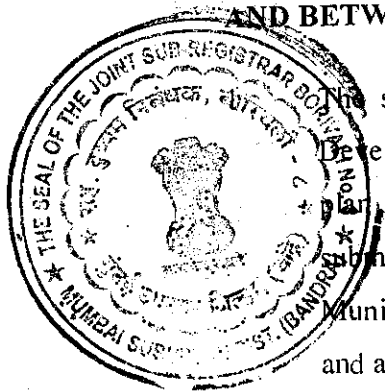
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premises agreed to be allotted to the Purchaser herein) and on such change alteration/modification variation of the layout being permitted to carry out the same.

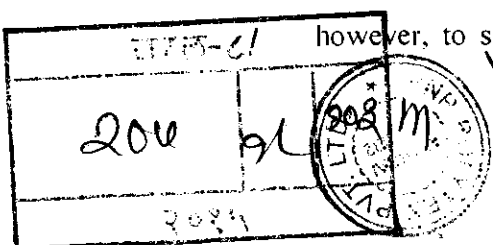
- T. The Purchaser shall make a declaration as required under the provisions of the Maharashtra Ownership Flats Act, 1963.
- U. The Purchaser has seen and inspected the said construction and has fully acquainted with the state thereof and agreed to acquire the said Premises from the Owners/Developers on what is popularly known as 'Ownership Basis' at or for the price and on the terms, conditions and covenants mutually agreed upon by and between the parties hereto and hereinafter contained.

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



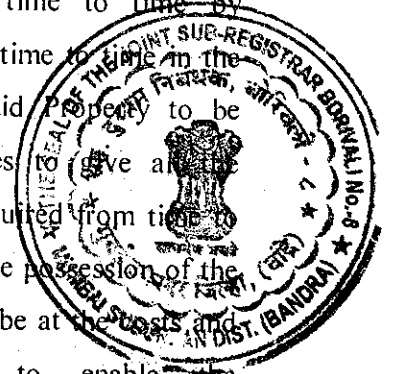
The said building "Bhattad Aarus" will be constructed by the Owners/Developers. The construction of the said Building shall be as per the lay out of the said Property as approved (and/or as may be amended on the submission of proposals for amendment thereof from time to time) by the Municipal Corporation of Greater Mumbai and other concerned Authorities and as per the approval thereof by the said Authorities.

2. The Owners/Developers are constructing the said Building on the said Property as per duly approved sanctioned Plans. Presently, two (2) level basements, plus ground floor to eight (8) upper floors only are being constructed as per sanction granted and the further additional floors shall be constructed subject to sanction being granted by M.C.G.M./concern Authority from time to time hereafter. The Owners/ Developers reserve its right to further develop the said Building in any manner as they may deem fit either for additional residential or commercial purposes and construct further additional floors thereon even after the receipt of Part/Full Occupation Certificate by them. The use of the ground and first floor is for commercial/ non-residential purpose and use of the second floor to the eight floors or additional upper floors, if any, shall be for residential/commercial purpose as may be sanctioned. In view of the amendment in the D.C. Regulations which allow fungible FSI, the Owners/Developers reserve the right to construct further additional floors on the said Building, in order to consume such additional FSI/TDR, so generated in the future on the said Property subject however, to sanction being granted by MGCM. The Purchaser irrevocably



agrees to the above and the Purchaser hereby gives his express consent for the same.

3. The Purchaser hereby irrevocably agrees and gives his consent to the Owners/Developers to carry out amendments, alterations, modifications and/or variations to the plans of the said Property for such development without affecting the carpet area of the premises (Flat/Shop/ Office/Unit) agreed to be sold to the Purchaser. The Purchaser hereby also gives his irrevocable consent to the Owners/Developers for developing the said Property in such manner as the Owners/Developers may determine even after the Owners/Developers shall have given to the Purchaser possession of the said Premises hereby agreed to be sold to the Purchaser. The Owners/Developers shall accordingly be entitled to further develop the said Property in a manner as to be determined from time to time by Owners/Developers, including by making changes from time to time in the lay out plan and Building plan in respect of the said Property to be constructed as aforesaid. The Purchaser hereby agrees to give assistance to the Owners/Developers as they may be required from time to time, even after the Owners/Developers have delivered the possession of the said Premises to the Purchaser and such assistance shall be at the costs and expenses of the Owners/Developers in order to enable the Owners/Developers to fully complete the development of the said Property by utilization of the full FSI/TDR available on the said property in the manner that may be determine by the Owners/ Developers.
4. The said Building shall be constructed by the Owners/Developers in accordance with the Building Plans prepared by the Architects Mr. R.G. Kapadia of M/s. Kapadia Consultants with such modifications thereto from time to time as the Owners/Developers may incorporate therein as aforesaid and as may be sanctioned/permited/approved by the M.C.G.M.
5. The sanctioned Building plans from the concerned Authorities in respect of the said Building will remain open for inspection on all working days, during office hours, at the Building site and also at the Owners' office situated at 104, Bajaj Bhavan, Nariman Point, Bombay - 400 021. The Purchasers prior to execution of this Agreement has taken inspection of the last sanctioned plan of 2013 and is satisfied by the same.
6. The Purchaser has prior to the execution of this Agreement satisfied himself/herself about the title of the Owners/Developers to the said Property described in the First Schedule hereunder written and the right of the



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Owners/Developers to develop the same and the Purchaser shall not be entitled to further investigate the title of the Owners/Developers to the said Property and no requisitions or objections shall be raised or entertained in any matter relating thereto. A copy of the certificate of title dated 23.07.2013 given by Shri. N.V. Vimadalal, Advocate is hereto annexed and marked as **Annexure "B"** and copy of the Property Card in respect of the said Property standing in the name of the Owners/Developers is annexed hereto and marked as **"Annexure "C"**.

7. The Owners/Developers agree to allot/sell to the Purchaser free from all encumbrances and the Purchaser agrees to purchase from the Owners/Developers, the said Office/Unit No. Shop 3 admeasuring approximately 764 square feet of carpet area equivalent to 70.98 sq. mts. carpet area on the Ground Floor of the said Building known as BHATTAD AURUS, situated at R.M. Bhattad Marg, Off: S.V. Road, Borivali (West), Mumbai – 400 092 being constructed on the said Property (herein referred to as **"the said Premises"**), for the total consideration of Rs. 3,08,31,045/- (Rupees Three Crores Eight Lakhs Thirty One Thousand Forty Five Only) (hereinafter referred to as **"the Purchase Price"**) and also other costs and charges as stated herein-below. The Plan in respect of the said Premises allotted to the Purchaser is hereto annexed and marked as **Annexure "D"**. As incidental to the sale of the said Shop/ Unit No. Shop 3 and without any additional charge, costs or expense, the Owner /Developer have agreed to allot to the Purchaser 2 car parking spaces in the Basement No. 1 as per the location of the car parking spaces on the portion of the said Basement No.1 shown and indicated in blue colour and marked with crossed lines on the plan of the said Basement No.1 annexed and marked as **Annexure No. D-1** hereto. The Purchaser shall be entitled to make use of the said portion for parking his/their cars therein. The Owners/Developers shall apply for the Part/Full Occupation Certificate of the said building and the same shall be obtained before handing over of possession of the said Premises to the Purchasers.

8. The total super built up area of the said Premises is inclusive of balcony and facilities for the said Building i.e. relative common areas and facilities for the said Premises, percentage of undivided interest of the said Premises in the common areas and facilities of the said Building as also the percentage of undivided interest of the said Premises in the restricted common areas and other facilities provided on the floor on which the same are located.

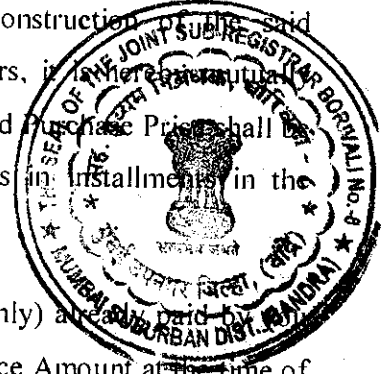


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9. The common areas, facilities, open spaces are more particularly described in the **Second Schedule** and the restricted areas are more particularly described in the **Third Schedule** hereunder written.
10. Besides Purchase Price/consideration price of the said Premises, the Purchaser undertakes and agrees to pay all other charges such as towards maintenance, Statutory payments (Taxes), Electric Meter, Gas pipe line (if provided), Collapsible gate, Fire Extinguisher and other charges payable for the said Premises.
11. The Purchaser has agreed to pay to the Owners/Developers a sum of Rs. 3,08,31,045/- (Rupees Three Crores Eight Lakhs Thirty One Thousand Forty Five Only) as the Purchase Price/consideration in respect of the said Premises/Office/Unit (hereinafter referred to as the "**Purchase Price**"). The Cheque/Demand Draft/Pay Order shall be drawn by the Purchaser in the name of "**Bhattad Brothers**". The structural construction of the said building having been completed upto its Six Floors, it is hereby mutually agreed by and between the parties hereto that the said Purchase Price shall be paid by the Purchaser to the Owners/ Developers in installments in the following manner:-

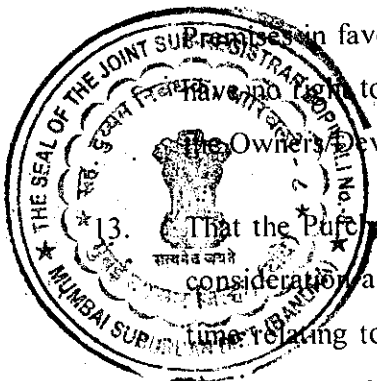
- (i) Rs. 51,00,000/- (Rupees Fifty One Lakhs Only) already paid to us on 25<sup>th</sup> February, 2014 as Initial Advance Amount at the time of submitting your Application for Provisional Booking.
- (ii) Rs.2,00,00,000/- (Rupees Two Crores Only) equivalent to 64.87% of the Purchase Price /total consideration already paid by you to us on 14<sup>th</sup> July, 2014.
- (iii) Rs. 21,64,833/- (Rupees Twenty One Lakhs Sixty Four Thousand Eight Hundred Thirty Three Only) equivalent to 7.02% of the Purchase Price already paid by you to us on 9<sup>th</sup> December, 2014.
- (iv) Rs. 26,41,280/- (Rupees Twenty Six Lakhs Forty One Thousand Two Hundred Eighty Only) equivalent to 8.57% of the Purchase Price already paid by you on 30<sup>th</sup> December, 2014
- (v) Rs. 9,24,932/- (Rupees Nine Lakhs Twenty Four Thousand Nine Hundred Thirty Two Only) equivalent to balance 3% of the Purchase Price and other charges, taxes etc. shall be paid by you on receiving the intimation that the said Flat/Shop/Office/Unit Premises/Flat is ready for possession.



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The above payments shall be made in a timely manner on their respective dates, time being essence.

12. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the Purchase Price as set out in Clause 11 above shall be the essence of this Agreement. In the event of the Purchaser making any default in payment of any installment of the Purchase Price on its due date, the Owners/Developers will be entitled to terminate this Agreement and in that event the initial advance money of 19% paid by the Purchaser to the Owners/Developers shall be forfeited by the Owners/Developers and all the balance monies paid if any hereunder by the Purchaser shall be refunded (without interest, compensation, damage or costs) to the Purchaser by the Owners/Developers within a period of ninety (90) days after such termination of this Agreement. Upon such termination of this Agreement, the Owners/Developers will be entitled to sell and/or dispose off the said Premises in favour of any other party/person/s and the Purchaser herein will not have the right to object or dispute such sale/disposal of the said Premises by the Owners/Developers.



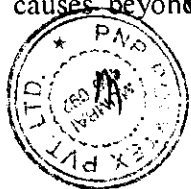
13. That the Purchase Price mentioned hereinabove is agreed as one lump sum consideration and no dispute whatsoever shall be entertained at any point of time relating to the said Purchase Price. For determining the proportionate sharing amongst the various Premises holders of the common expenses incurred or to be incurred on the whole of the said Building and the land the aggregate area of the said Premises shall be computed.

14. Without prejudice to the other rights of the Owners/Developers, the Purchaser agrees to pay to the Owners/Developers interest @ 18% (Eighteen) per annum for the delayed period on all the amounts which shall have become due and payable by the Purchaser to the Owners/Developers and have not been paid on time by the Purchaser to the Owners/Developers.

15. The fixtures, fitting and amenities to be provided by the Owners/ Developers in the said Building BHATTAD AURUS and in the said Premises are those as set out in Annexure - "E" hereto.

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Subject to payment of entire Purchase Price and other charges as set out herein and also subject to approvals, receipt of part/full Occupation Certificates, etc. and subject to availability of cement, steel, water and other building materials and subject to strikes, civil commotion or any act of God such as earth quake, flood or any other natural calamity and act or other causes beyond the control of the Owners/Developers and provided always



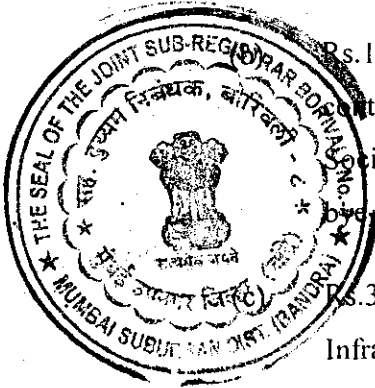




possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building "Bhattad Aurus" and/or the said Premises therein are required to be carried out by any statutory authority and not arising by reason of any breach by the Owners/ Developers of any law, rules or regulations, the same shall be carried out by the Purchaser and the other acquirers of the Premises in the said Building "Bhattad Aurus" at their own costs and the Owners/ Developers will not in any manner be held responsible for the same.

21. Simultaneously, alongwith the payment of the balance consideration amount of Purchase Price, the Purchaser shall pay to and deposit with the Owners/Developers the following One Time Fixed, non-accountable and non-refundable amounts:

(a) Rs.15,000/- (Rupees Fifteen Thousand Only) as amount towards legal charges of this Agreement.



(b) Rs.18,000/- (Rupees Eighteen Thousand Only) as Purchaser's contribution towards expenses of formation and registration of Society/ Condominium of Purchasers of premises and preparation of bye-laws.

(c) Rs.35,000/- (Rupees Thirty Five Thousand Only) as amount towards Infrastructure and Development charges.

(d) Rs.25,000/- (Rupees Twenty Five Thousand Only) as amount towards obtaining of Water supply and meter connection to the Building.

(e) Rs.500/- (Rupees Five Hundred Only) as amount towards share money, application and entrance fee of the proposed Society/Condominium.

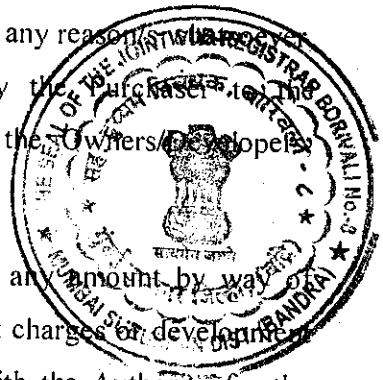
(f) Rs. 1,69,608/- (Rupees One Lakh Sixty Nine Thousand Six Hundred Eight Only) as contribution towards maintenance of the said Building for a period of one (1) year from the date of receiving of the Part/Full Occupation Certificate. In the event, if in the future there is an increase in the maintenance costs due to any reason/s whatsoever, the difference in the amount shall be paid by the Purchaser to the Owners/Developers as and when demanded by the Owners/ Developers without any protest by the Purchaser.

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The above mentioned amounts except at items (f) are one time fixed payments and are non-accountable and non refundable on part of the Owners/ Developers.

22. The Purchaser shall simultaneously along with the payment of the balance consideration amount of Purchase Price and other non- refundable amounts (as mentioned in above clause 21 (a) to (f) and in addition thereto pay to the Owner/Developer a further sum of Rs. 1,69,608/- (Rupees One Lakh Sixty Nine Thousand Six Hundred Eight Only) which shall be as payment towards maintenance of the said Building for a further period of 12 months i.e from the 13<sup>th</sup> month of receiving Part/Full Occupation Certificate of the Building till the end of the 24<sup>th</sup> month. The said amount of Rs. 1,69,608/- (Rupees One Lakh Sixty Nine Thousand Six Hundred Eight Only) shall be interest free and remain deposited with the Owners/Developers who shall use the same for the purpose of maintenance of the Building alone. In the event in the future, if there is an increase in the maintenance costs, due to any reason, the difference in the amount shall be paid by the Purchaser to the Owners/Developers as and when demanded by the Owners/Developers without any protest from the Purchaser.



23. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or fire cess, betterment charges or development tax or security deposit are required to be made with the Authority for the purpose of giving water connection or any other tax or payment of a similar nature is paid or required to be paid to M.C.G.M or to the State Government or becoming payable by the Owners/Developers, the same shall be reimbursed by the Purchaser to the Owners/Developers in the proportion in which the carpet area of the said Premises agreed to be acquired by the Purchaser shall bear to the total built up area available for construction on the said Property and in determining such amount, the decision of the Owners/ Developers shall be conclusive and binding upon the Purchaser.

24. It is further agreed between the Owners/Developers and the Purchaser that at the time of execution of Conveyance in favour of the Co-operative Housing Society/Condominium, the Purchaser(s) and/or the said Society/ Condominium shall reimburse to the Owners/ Developers the amounts of I.O.D. deposits and other refundable deposits made by the Owners/ Developers with the Authorities in respect of the construction work of the said Building and/or allow the Owners/ Developers to directly receive the same from the Authorities without raising any objection or claim thereto.

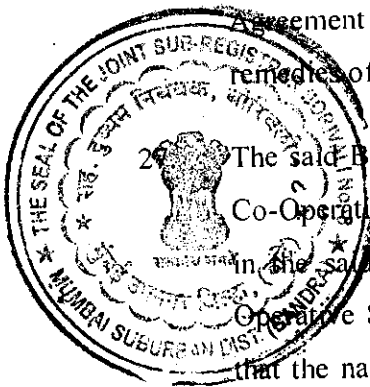


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25. The Deed of Conveyance and other documents for transferring the title of the Owners/Developers in favour of the Society/Condominium in respect of the said Building and of the said plot of land shall be prepared by the Advocate of the Owners/Developers and the same shall be at the cost of the Purchasers who shall contribute and pay on prorate basis and the same will contain such covenants and conditions as shall be considered reasonable and necessary having regard to the development of the said Property and the covenants contained herein.

26. Any delay or indulgence by the Owners/Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Owners/Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Owners/Developers.



The said Building and the land of the said F.P. 694 shall be conveyed to a Co-Operative Society/Condominium to be formed of Purchasers of premises in the said Building and that may be registered by the Registrar of Co-Operative Societies under the same name or under any other name (except that the name of the said Building "**Bhattad Aurus**" shall not be changed/modified at any point of time in the future) and which said Society/Condominium shall be formed and registered only after the said Property has been fully developed and all the Premises in the said Building are sold and disposed off. Even after the Society/Condominium is formed and or conveyance is done, the Owners/Developers shall continue to have right to utilize all future FSI/TDR and other benefits to be utilized or loaded on the said property for construction of upper floors of the said Building and which said right is reserved into the Owners/Purchasers herein. The Purchaser shall become a member of the said Society/Condominium to be formed solely for the purpose of the said Building. The Owners/Developers shall also be entitled to be a member of the said Society/Condominium by virtue of their being Owners of the said Basement premises No.1 being retained by them as its Owners.

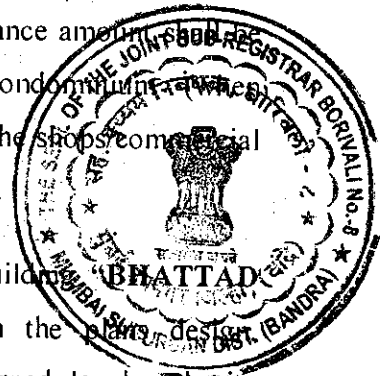
Until all the individual Premises in the said Building are separately assessed by Local statutory Body, for the purpose of Property taxes, water charges and rates, the Purchaser shall continue to pay to the Owners/Developers their pro-rata proportionate share of such taxes, rates, and other outgoings assessed on the entire building as and when demanded by the Owners/Developers. The


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Purchaser shall pay the said charges within seven (7) days from its demand made by the Owners/Developers.

29. The Purchaser shall maintain at his/her/their own costs the said Premises agreed to be purchased by him/her/them in the same condition and state in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company and bye-laws of the Co-operative Society/Condominium, and shall be answerable and be responsible for all actions and violations of any of the conditions or statutory provisions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
30. All the deposit receipts and amounts thereof received by the Owners/Developers out of the amounts collected by them from the Purchasers under Clause 21(f) and Clause 22 above shall be utilized by the Owner/ Developer as mentioned in the said clause and any unutilized/balance amount transferred by them in favour of the Society/Condominium (as defined and incorporated) for the joint benefit of the Purchasers of the shops/commercial units/premises of the said Building **BHATTAD AURUS**.
31. The Owners/Developers have constructed the said Building **"BHATTAD AURUS"** on the said Property in accordance with the specifications approved and sanctioned by the concerned local authority which is seen and approved by the Purchaser. The Owners/Developers shall be entitled, without affecting the premises agreed to be sold to Purchaser, to construct additional areas by constructing additional floors to the said Building **"BHATTAD AURUS"** as may be hereafter be approved and permitted to the Owners/Developers for carrying out the same from time to time with such variation, modification and additions to the building plans as may be approved by the concerned authorities. The Purchaser gives irrevocable consent to the Owners/Developers to use the ground floor for commercial use and the Purchaser further undertakes to extend full co-operation in the construction of additional floors as many be sanctioned by the MCGM in the future.
32. The Owners/Developers have observed and performed and complied with all the terms and conditions, stipulations and restrictions, if any, imposed by the concerned local authority at the time of sanctioning the said plan and they shall so comply with the same for obtaining Occupation and Completion



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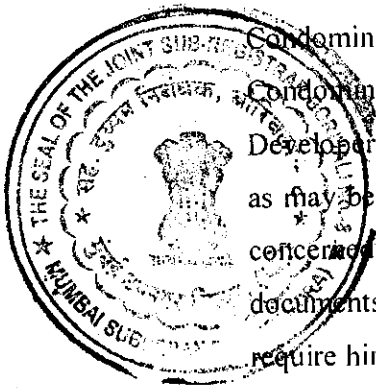
Certificate in respect of the said shops/commercial units/Premises and the Building thereon from the concerned local statutory Authority.

33. The Purchaser hereby gives irrevocable and express consent to the Owners/Developers for their constructing on the said Property, any additional floors/ shopping/residential/commercial Premises to the said Building "BHATTAD AURUS" over and above its present eight floors as the Owners/Developers in their sole discretion shall deem proper and the Purchaser shall have no right to raise any objection to the same even after they are put in possession of shops/commercial units/premises agreed to be sold and allotted to the Purchaser as also after the Deed of Lease/Conveyance shall have been executed by the Owners/Developers as provided herein.

34. The Purchaser agrees and undertakes to sign and execute from time to time the Application for the formation and registration of the Society/ Condominium including for accepting the bye-laws of the proposed Society/ Condominium within seven (7) days of the intimation by the Owners/ Developers. No objection shall be raised to the change in the draft bye-laws as may be required by the Registrar of Co-operative Societies and/or by any concerned authorities. The Purchaser shall be bound to sign all the papers and documents and all other Deeds as the Owners/Developers may reasonably require him/her/them to do from time to time, for safeguarding the interest of the Owners/Developers and require the Co-Operative Society/ Condominium to pass the necessary resolution confirming the rights reserved unto of the Owners/Developers in the said Building as herein and also confirming the rights of the Owners/Developers to sell on Ownership basis other Premises in the Building or additional structures to be constructed on the said Property.

35. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of Premium to the concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges of development levies or any other payment of a similar nature in respect of the said Property, and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Owners/ Developers in the proportion of the area of the said Premises allotted to him to the total area of all the premises of the structure on the said Property.

36. The Purchaser shall on demand, deposit with the Owners/Developers his/her/their proportionate share towards the payment of installation of water meter and electric meter and/or for any other deposit required to be paid by



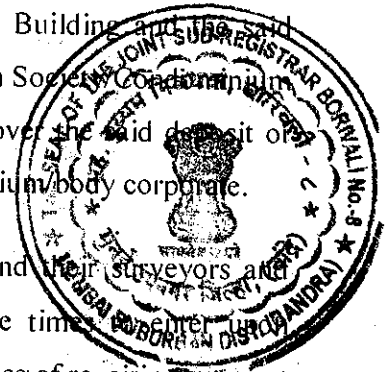
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the Owners/Developers to the Local Authority or Body or to any other concerned statutory Authority related to the said property.

37. The amounts received by the Owner/Developers as mentioned in Clause 21 (a) to (f), Clause 22 and Clause 28 will be held by the Owners/Developers as deposit without interest and the Owners/ Developers shall be entitled to utilize such amounts towards payment of taxes, deposits and other outgoings. In the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him/her/them, the Owners/Developers will have right to take legal action against the Purchaser, besides the right to terminate this Agreement. If the Owners/Developers has spent any amount of money that exceeds the sums of moneys/amounts received from the Purchaser as towards the said outgoings and taxes, then the Purchaser shall reimburse the said amount so paid in excess along with 18% interest to the Owners/Developers without raising any objection or protest. After the Society/Condominium has been formed of the Purchasers/members of the said Building and the said Building has been transferred and/or conveyed to such Society/Condominium /body corporate, the Owners/ Developers shall handover the said deposit or the balance amount thereof to such Society/Condominium/body corporate.
38. The Purchaser shall allow the Owners/Developers and their surveyors and Agents, with or without workmen, at all reasonable times to enter upon his/her/their Premises or any part thereof for the purpose of repairing any part of the Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the said Premises or other Premises in the said Building in respect whereof the Purchaser or user or occupier of such Premises shall have committed default in payment of his/her/their share of the property taxes and other outgoings and charges payable by such Purchaser.
39. In the event of the Society/Condominium being formed and registered before the sale and disposal by the Owners/Developers of all the Premises in the said Building as also before the completion of construction of additional structures and/or sale and disposal of such premises in the said Building on the said Property, in that event, the powers and authority of the Society/Condominium and of the Purchaser of the Premises therein shall be subject to the rights, powers and entitlement of the Owners/ Developers in all matters concerning further development of the said Property as also construction of additional floor, structures and all amenities pertaining to the same and in particular the Owners/Developers shall have absolute authority



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and control as regards for construction of any additional floors and the unsold Premises and the Sale thereof and the Owners/Developers shall have a right to complete the said Building including such additional construction and to sell and dispose of for their (i.e. Owners/ Developers) benefit all the unsold Premises in the said Building.

40. The Purchaser shall not at any time demolish/alter the said Premises/ Building in whole or in part thereof including any changes in the structural members nor at any time do or cause to be done any additions or alterations of whatsoever nature in the said Premises or any part thereof without obtaining prior written permission of the Owners/ Developers and of the statutory Authorities. The Purchaser shall keep the said Premises, structural supports like beam, columns, slabs, flooring, ceiling, walls, partition, sewers, drains, pipes etc. and all appurtenance thereto in good and tenatable repair and condition of the said Building in particular, so as to provide shelter and to protect the parts of the said Building other than his/her/their Premises and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC parts or other structural members in the said Premises without prior written permission of the Owners/Developers and of statutory authorities. In case on account of any alterations being carried out by the Purchaser in the said Premises (whether such alteration are permitted by the concerned authorities or not) and due to that if there shall be any damage to the adjoining Premises or to the Premises situated below or above the said Premises including of leakage of water, blistering, cracking or falling of the cement plastering, discolourisation of the wall painting of such other Premises, the Purchaser shall remain liable for reimbursement and rectification of such damage so caused. The Purchaser must inform the Owners/ Developers 15 days in advance, in writing, the nature of repair work that he wishes to undertake in the said Premises and further obtain permission from the Owners/Developers in writing and must give the work to experienced and skilled people only. The Purchaser shall at his own costs and expenses repair such damages (including recurrence of such damages). The Purchaser shall not permit the closing of the niches or of balconies or make any alteration in the outside elevations and outside colour scheme of the Premises allotted to him/her/them.



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After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser of various

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Premises in the said Building at his/her/their own costs and the Owners/ Developers shall not be in any manner liable or responsible for the same. Once the Premises are in the possession of the Purchaser and if the statutory Authority insists for certain modification or changes therein, the same shall be allowed and complied by the Purchaser at his own cost.

42. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Premises or any part of the said Building or cause any increase in the premium payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of other Premises in the said Building. However, it is clarified that this does not cast any obligation upon the Owners/Developers to insure the Building or Premises agreed to be sold to the Purchaser before or after possession thereof shall have been handed over to the Purchaser. The Purchaser jointly with other Purchasers shall and/or the Society/ Condominium may do the needful for the protection of the Building, its safety, security against fire, theft, earth quake, Tsunami under the coverage of Insurance and premium to be paid by the Purchasers and/or the Society/Condominium and the Owners/ Developers shall not be responsible for the same.

43. After the said Building and Premises to be constructed by the Owners/ Developers on the said Property are fully complete and ready for occupation and after the Society/Condominium of the Purchasers for the said Building as aforesaid is registered and only after all Premises in the said Building have been sold and disposed of by the Owners/Developers and after the Owners/ Developers has received all dues payable to them under the terms of the Agreements with the Purchasers of all the Premises in the said Building, the Owners/ Developers shall execute and/or cause to be executed in favour of the said Society/Condominium, a Deed of Conveyance/Deed of Lease in respect of the said Building and the land of the said plot No.694 as provided in this Agreement. Until the execution of the Conveyance, the possession of the said Property and the said Building and Premises therein shall continue and be deemed to be of the Owners/Developers and the Purchaser who shall have been given possession of the said Premises agreed to be sold to him/her/them shall remain in occupation only of his premises merely as a licensee thereof.

44. The Purchaser hereby irrevocably and expressly agrees and covenants with the Owners/Developers that:

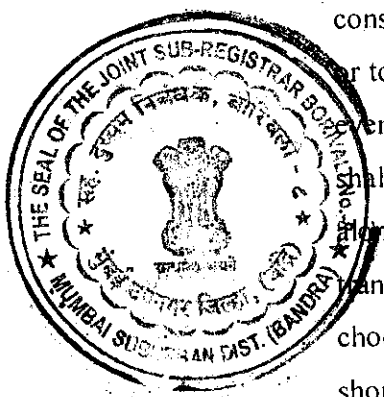
(a) Even after the execution of Conveyance in favour of the Society/



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Condominium to be formed of all the Purchasers of the Premises in the said Building "BHATTAD AURUS" being constructed on the said Property, the Owners/Developers shall be entitled to further develop the said Property by constructing additional floors above the presently proposed floors of the said Building so as to avail of the full permissible FSI, fungible FSI and TDR at any point of time including utilization of FSI of staircase, lift, passage, or by way of purchase of T.D.R. on the said Property and including putting up any additional construction whether vertical or horizontal, as may be hereafter permitted, sanctioned and to sell the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser or other Purchasers of the shop/commercial unit/flats additional construction in such building having any share, right or claim thereon or to any part thereof. The FSI and/or further additional construction even after the execution of Lease/ Conveyance of the said Property shall always be the exclusive Property of the Owners/ Developers alone who shall be at liberty to use, deal with, dispose off, sell, transfer etc. the same in the manner the Owners/Developer may choose and the Society/Condominium to be formed of all the shop/commercial unit/flat Purchasers in the said Building shall admit Purchasers of such additional premises as its members. The Purchaser hereby gives irrevocable consent for consuming the additional FSI on the upper floors/stilt/ground floor/basements without any compensation whatsoever to the Purchaser and/or to their Society/Condominium. The Purchaser agrees and consents not to raise any objection and/or to claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance and hereby grants his/their/its irrevocable consent to the same.



(b) Under no circumstances the Purchaser/and/or the Society/ Condominium formed will have right to any FSI or right to consume the same on the said Property in any manner whatsoever.

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Not to raise any objection or interfere with the Owners/ Developers rights reserved unto them herein.

(d) To do all other acts, deeds, things and matters which the Owners/ Developers in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

- (e) The Purchaser who have purchased shop/office/unit shall obtain, comply with and maintain full compliance with all necessary licensees and regulatory permissions required (including all applicable license under the relevant Shops and Establishments Act) and other licenses from various Statutory Authorities and to comply with all applicable laws, statutory rules and regulations, for carrying out its Permitted Business in the said Shop/Unit and he shall maintain the same at all material times. The Purchaser shall not use the shop premises to run any illegal activities.
- (f) The aforesaid consent and the Agreement on part of the Purchaser shall remain valid irrevocable, continuous, subsisting and binding and in full force even after the possession of the said Shop/Commercial Unit/Premises is handed over to the Purchaser and/or possession of the said Property is handed over to the Society/Condominium formed of the Purchaser of Shop/Commercial Unit/Premises and conveyed by way of Deed of Conveyance/Lease.



- 45. The Purchaser along with other Purchasers of Shop/Commercial Unit/Premises in the said Building "BHATTAD AURUS" shall, whenever required, join in forming and registering the Society/ Condominiums of the Purchasers therein. The Purchaser agrees that for the aforesaid they shall from time to time sign and execute all papers, documents, applications for registration and/or for membership necessary for the formation and the registration of the Society/ Condominium including the bye-laws of the proposed Society/ Condominium and duly fill in and sign and return to the Owners/ Developers within 7 (seven) days of the same being forwarded by the Owners/Developers to the Purchaser so as to enable the Owners/ Developers to register the Society/Condominium of the Purchasers. No objection shall be taken by the Purchaser if any change or modifications are made in the draft bye-law as may be required by the Registrar of Co-Operative Societies or any other competent Authority.
- 46. The Purchaser shall, from expiry of one (1) week of receipt of written notice by the Owners/Developers requiring the Purchaser to take possession shall be liable to bear and pay to the Owners/Developers the proportionate share of all outgoings namely (a) the Municipal Assessment tax of the said Property, all rates and taxes and irrespective of whether any or all the tenements of the said Building shall have been actually assessed and even if the assessment may not have been finally determined; (b) of N. A. Assessment and all other dues, duties, impositions, outgoings and burdens of any nature at any time

*[Handwritten signature]* (23)

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thereafter assessed or imposed, upon the said Property and Building thereon by any authority including the Municipality, Government Revenue Authority in respect of the entire Building or the user thereof and payable as his pro-rata share by Purchaser; (c) of all other outgoings in respect of the said Premises or Building including other taxes, insurances premium, common lights and electricity charges, water charges in the event of water being charged on the basis of metered or un-metered supply by the M.C.G.M or otherwise supply by water tankers and bore wells, salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers, Liftmen etc.; and (d) of all other expenses necessary and incidental to the said entire Building including the operational and management charges as well as maintenance charges of lifts, pumps T.V. Cable Antenna and of all infrastructures including roads, storm water drains, street lighting, gardens, which shall be paid within seven (7) days of posting intimation as aforesaid and shall deposit and keep deposited with the Owners/Developers a sum to be calculated per sq. ft. basis, as decided by the Owner/Developers at that point of time, on the basis of Carpet area of their said Premises towards and on account of the Purchaser's pro-rata share for a period of twelve (12) months in respect of the aforesaid outgoings and its payment. It is expressly agreed that the payment of the said deposit shall not absolve the Purchaser from his/her share of actual monthly contribution towards the aforesaid outgoings. The Purchaser hereby further unequivocally agree with the Owners/Developers that until the Purchaser's share is determined, the Purchaser shall from the date of the notice/intimation be liable to pay his proportionate share towards the aforesaid outgoings. The Purchaser hereby further unequivocally agree with the Owners/ Developers that until the Purchaser's share is determined, the Purchaser shall from the date of the said intimation, regularly pay in advance, to the Owners/Developers, on or before the 5<sup>th</sup> day of each month provisional monthly contribution at the said rate on per sq. ft. basis, as may be decided by the Owner/Developer at that point of time, on the carpet area of his/her/their Premises/shop towards and on account of the Purchaser's share of the aforesaid outgoings. The Owners/ Developers shall be at liberty without being bound to do so to appropriate from the said deposit money, (if any), the dues payable by the Purchaser for their aforesaid share of liability. It shall be the Owners/Developers who shall be fully entitled to claim and receive the refund, if any, from the M.C.G.M. of municipal taxes paid on vacant and unsold Shop/Commercial Unit/Premises and paid by them.

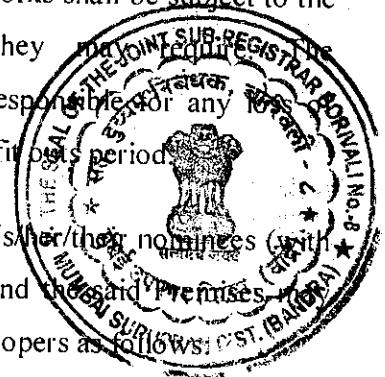


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47. If the Owners/Developers, at the request of the Purchaser, may (before the handing over of the final possession) permit the Purchaser to carry out



preliminary work of furniture and fixtures in the Premises, upon the Purchaser depositing with Owner/Developer a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) as deposit. The said amount will be kept with the Owner/Developer till the completion of his fit out works by the Purchasers. The Purchaser shall indemnify the Owner/ Developer in the event there is any loss of life/injury to any person/s, damage/ leakage to the Building/neighboring/above/below premises, on account of carrying out such fit out works in the said Premises. In the event the Purchaser fails to rectify such damage in Building/ said Premises at their own cost, then the said amount so deposited with the Owner/ Developer shall be utilized by the Owner/ Developer, for rectification of such damage so caused. In the event such quantum of damage exceeds the amount so deposited, the Owner/ Developer shall be entitled to demand the deficit amount from the Purchaser and the Purchaser shall be liable to pay the same to the Owner/ Developer within 7 days of such demand without protest. The Purchaser agrees that he/she/they shall carry out Fit-Out Works in accordance with the statutory rules, regulations and guidelines. Such Fit-Out Works shall be subject to the approval of the statutory authorities as they may require. The Owner/Developer shall at no point of time be responsible for any life/injury to any person/s so incurred during such fit out period.



48. The Purchaser for himself/herself/themselves or his/her/their nominees (with intention to bind all persons into whomsoever hand the said Premises may come), do hereby covenant with the Owners/ Developers as follows:

- (a) To maintain the said Premises at Purchaser's own cost in good tenantable repair and condition from the date of receiving possession of the said Premises and shall not do or suffer to be done anything in or to the said premises or to the Building in which the said Premises is situated, its staircase or passage which may be against the rules, regulations or bye-laws of concerned local or any other statutory authority or change/alter or make addition in or to the said premises or to the building in which the said premises is situated and in the said premises itself or in any part thereof;
- (b) Not to store in the said Premises or in the said Building any goods which are of hazardous, combustible or dangerous explosive in nature or are so heavy as to damage the construction or structure of the Building in which the said Premises 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 the upper



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floors which may damage or likely to damage the staircase, common passages/ lift or any other portion of the Building in which the said Premises is situated and in the event if any damage is caused, on account of act, negligence or default of the Purchaser or anybody on his behalf in this regard, the Purchaser shall be liable for the consequence of the breach. And shall also carry out repairs to the said damage at his/her cost alone and restore the damaged portion in the same state as it was before;

(c) Not to keep earthen-wares, pots with loose earth and plants hanging on the loose wires causing leakage, damage to outer walls of the said Building and which may be source of posing danger to life of other members/persons and affect general hygiene;



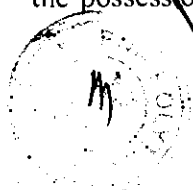
(d) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order which it was delivered by the Owners/ Developers to the Purchaser, reasonable wear and tear, and improvement excepted, and shall not do suffer to be done anything in or to the said Premises or said Building in which said Premises is situated which may be forbidden by the Rules and Regulations and bye-laws of the concerned local Authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable to the concerned authority and/or other public authority for the consequences thereof;

(e) Not to throw dirt, rubbish, rags, garbage, cigarette ends, matchsticks, pan-masala or other refuse or permit the same to be thrown from the said premises in the passage, staircase, compound or any portion of the said Property of the building in which the said Premises is situated;

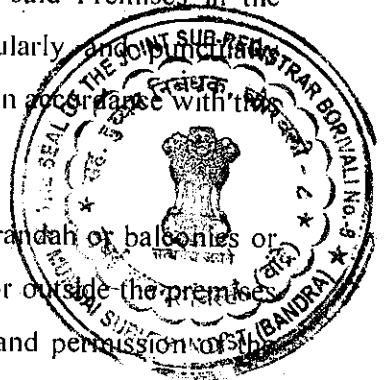
(f) To bear and pay increase from time to time in local taxes, water charges of any nature, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of user of the Shop/Office/Unit/Flat by the Purchaser viz. user for any purpose other than the purpose for which it is sold or allotted;

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(g) The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the



Purchaser to the Owners/ Developers under this Agreement are fully paid up and without obtaining prior written permission of the Owners/Developers and the Purchaser and his/ her/its assignee complying with all the terms & conditions of such permission. The Purchaser shall observe and perform all the rules and regulations which the Society/ Condominium/body corporate may adopt on its incorporation and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said Building "BHATTAD AURUS" and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Condominium/body corporate regarding the occupation and the use of the said Premises in the Building and shall pay and contribute regularly and in accordance with the Agreement towards the taxes, expenses or other outgoings in accordance with the Agreement;



- (h) The Purchaser shall not enclose/cover their verandah or balconies or decks/attached terraces/open spaces adjoining or outside the premises allotted to them without the written sanction and permission of the Owners/Developer as also of the local statutory authorities concerned, nor shall the Purchaser make any alterations or changes in the elevation and outside colour scheme of the said Premises/Building;
- (i) To observe and perform all the terms, conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement.
- (j) The Purchaser shall have exclusive right to the use of the said Premises and to the right of use of the common areas i.e. of lift and staircase and all open passages. The other areas in the said Plot and the said Building are strictly restricted area qua the Purchaser;
- (k) The Purchaser without prior approval in writing of the Owners/ Developers shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or of the said Premises or part with possession of the said Premises or any part thereof and until the time all the dues payable by the Purchaser to the Owners/ Developers under this Agreement are fully paid and provided the Purchaser has not been guilty of any breach or of non-payment or



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of non observance of any of the terms and conditions of this Agreement. Such transfer shall be only in favour of the Transferee as will be approved by the Owners/Developers:

- (l) The Purchaser hereby undertakes that the Purchaser will not carry on any illegal activity/business/profession in the said Premises agreed to be purchased and further agrees and undertakes that he himself or through his nominee/occupier shall not carry on any such activity/business/profession which may be designated as illegal/immoral/antisocial/anti-national etc., and which may adversely affect/tarnish the reputation of the Owners/ Developers and/or cause nuisance to the neighboring Flat/Shop/Office/Unit/Flat Holders. It is understood that in the event of the Purchaser carrying on any such illegal and prohibited activities in the said Flat/Shop/Office/Unit whether directly or indirectly or through his/her/their agent, the Owners/Developers shall be entitled to forthwith terminate this Agreement in the interest of public peace and tranquility and the Purchaser will be liable to be evicted from the said premises.



The said Premises sold to the Purchaser herein is so allotted only for use/purpose as approved by the local statutory authorities and he/she/ they will not be entitled for any change of user without prior written consent/permission from the Owners/Developers and the concerned statutory authorities.

50. The Parking space, allotted to the Purchaser, if any, shall be used by the Purchaser only for the purpose of parking his/her/their vehicle and not for any other purpose like storage etc. The same shall not be sold, disposed off, let out as parted with by the Purchaser.

51. The Owners/Purchaser will lodge this Agreement for its Registration with Sub-Registrar of Assurances at Borivali and upon the same being lodged for such registration the Owners/Developers will attend before the Sub-Registrar and admit execution thereof. The stamp duty and registration charges along with other out of pocket expenses as may be applicable and incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall also bear and pay proportionate Stamp duty and charges of Lease/Conveyance and/or any other document/writing to be executed by the Owners/Developers in favour of the Society/Condominium or ultimate body to be incorporated by the Purchasers of all the premises in the said Building. The Owners/Developers shall not be liable to contribute anything towards

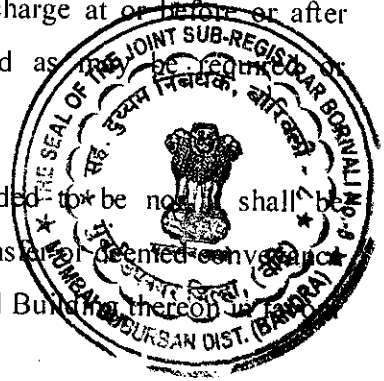
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such expenses. The Purchaser shall on demand pay to the Owners/Developers his proportionate share in regard to such Deed of Lease/Conveyance to be so executed.

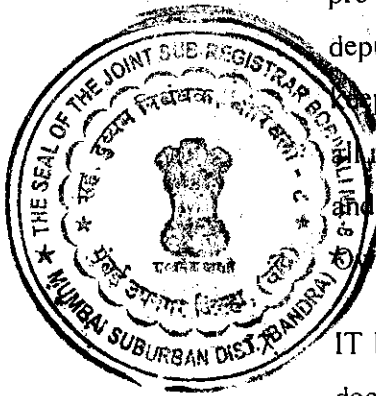
52. If any charges or cess or taxes are levied hereafter or payment required to be made hereafter for any new levy or charge and not arising by reason of any further additions, alterations, modifications to or of development in the said Property by the Owners/Developers or relating to any breach by the Owners/Developers of any law, rules or regulations to any statutory Authorities either on the land or on the said building, the Purchaser on being called upon to do so by the Owners/Developers, shall pay to the Owners/Developers his/her/their proportionate share of such new levy or charge at or before or after receiving possession of the said Premises and as ~~be required~~ demanded by the Owners/Developers.
53. Nothing contained in this Agreement is intended to ~~be not~~ shall be construed as a grant, demise or assignment or transfer or ~~deemed conveyance~~ in law of the said Premises or of the said land and Building thereon of the Purchaser.
54. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Property or the said Building or any part thereof including the said Premises. The entire Property including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the rights over walls like hoarding rights etc. will remain the property of the Owners/Developers alone who shall be entitled to sell, transfer, deal with or dispose of the same in any manner as the Owners/ Developers may deem fit consistent with the terms of this Agreement and until the time the entire Property including the land and said Building is transferred in favour of the Society/Condominium as herein mentioned.
55. The Purchaser shall have no claim save and except in respect of the Premises agreed to be sold to him/her/them hereunder. All open spaces, lobbies, terrace and other premises will remain the exclusive property of the Owner/Developers until the said Building is transferred to the proposed Co-Operative Society/Condominium as herein mentioned, subject however, to the rights of the Owners/ Developers as herein stated.
56. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Owners/Developers. In the event of the Owners/Developers obtaining permission from the concerned authorities for



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constructing additional floors and/or premises above the terrace, then the Owners/Developers shall be entitled to construct such premises proposed to be constructed by them including on the terrace and to sell and dispose them off to such persons and at any such rate and on such terms as the Owners/Developers may deem fit. In the event of the Owners/Developers constructing more than eight (8) floors above the terrace, the Owners/Developers shall be entitled to dispose off the newly constructed premises. The Society/Condominium to be formed by Purchaser of premises as stated herein shall admit as its members the Purchasers of such additional premises that may be proposed or constructed on and above the terrace. In the event of any water storage tank on the terrace with the exclusive right to storage tank for the said Building being constructed or any other common facility being provided on the terrace then the Society/Condominium shall be entitled to depute its representatives to go to the terrace for the regular check up and up and for carrying out repairs to the tank/s and/or such common facility at reasonable times and/or during such times as may be mutually convenient and agreed upon between the Society/Condominium and the Owners/Developers.

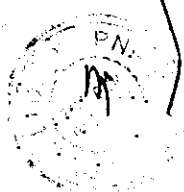


IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said Premises agreed to be allotted to the Purchaser, the Owners/Developers shall be at liberty and be free and entitled to construct additional floors as per available FSI including additional structures like sub-station for electricity, office, underground and overhead tanks, watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or lay out plan of the said Property. The Purchaser shall not interfere with the said rights of Owners/Developers or raise any dispute with regard to the same.

58. All notices, intimations, letters to be served on the Purchaser or the Owners/Developers as contemplated by this Agreement shall be deemed to have been duly served (whether accepted or not) if sent to the Purchaser/Owners/Developers at their respective addresses as specified in the beginning of this Agreement. In the event of any change of mailing address of the Purchaser, the same shall be informed by the Purchaser to the Owners/Developers in writing.

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59. All costs, charges and expenses in connection with the formation of the Society/Condominium as well as the costs, charges and expenses of



preparing, engrossing, stamping and registering this and all other Agreements, Covenants, Deeds or any other documents of Lease/Conveyance required to be executed shall be pro-rata borne and paid by the Purchaser alone in proportion to their respective premises.

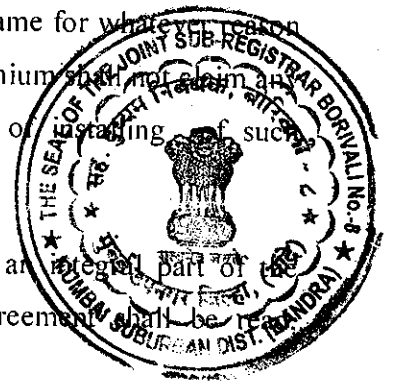
60. The Owners/Developers have made it clear to the Purchaser and the Purchaser has expressly agreed that the Owners/Developers have reserved unto them the exclusive and permanent rights for installing hoardings, neon sign boards on the said Property described in Schedule-'I' hereunder written and on the building to be constructed on the said Property or on the terrace of the building. The Owners/ Developers may advertise for themselves or sell or give on rental basis the said right to advertise to anybody as per their own choice. The Purchaser or their nominees or their Co-operative Society/ Condominium shall not be entitled to object to the same for whatever reason and the Purchaser or Co-Operative Society/Condominium shall not claim any monetary consideration or any benefit in respect of installing of such hoardings or neon signs on the said property.

61. All the recitals herein shall be treated as forming an integral part of the operative portion of this Agreement and this Agreement shall be read, understood and construed accordingly.

62. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Rules thereunder and to any modification/s and/or re-enactment thereof and to any other provisions of law applicable thereto and to the provisions herein.

63. The transaction covered under this Agreement is not understood to be a sale liable to be taxed under the Sales Tax Law. If however under the Sales Tax Law as enacted or by reason of any amendment or any new enactment or amendment to the existing law or any other law, Central or State, this transaction is held to be liable to tax, as a sale or otherwise, the same shall be payable by the Purchaser alongwith other Purchasers of premises on demand being made by the Owners/ Developers in that behalf without raising any dispute or objection to the same. The Service Tax/Vat payable on this sale/ transaction shall be paid by the Purchaser alone and the Purchaser will be liable to pay the same as and when demanded by the Owners/Developers for payment to the Authority.

64. Notwithstanding any other provisions of this Agreement and until the said Property is fully developed and transferred/conveyed by execution of a Deed of Lease/Conveyance to be executed by the Owners/ Developers in favour of

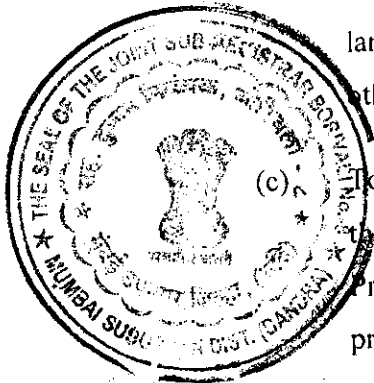


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the Society/Condominium, the Owners/ Developers shall be entitled at their sole and absolute discretion.

- (a) To form a Condominium of Apartment Owners and/or limited company and/or a co-operative society or any other body of the Purchasers to be formed and constituted as contemplated herein.
- (b) To cause to the said property to be transferred by way of Lease such lease to be for a period of 999 years on an annual lease rent of Re. 1/- or by way of Conveyance, the building and structures together with land beneath the same in favour of such Society/Condominium or any other body as may be formed.



To determine the proportion in which all the outgoings pertaining to the said property will be payable by each of the Purchaser of the Premises of Shops, Commercial Units and Residential Flats and as per pro-rata sharing thereof.

- 65. This Agreement is executed in Mumbai. In the event of any dispute, the Courts at Mumbai alone shall have exclusive jurisdiction to entertain and try the same.



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**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

All that piece or parcel of land admeasuring 1240.90 sq. meters or thereabout situate lying and being at Borivali, Final Plot No. 694 of Town Planning Scheme III of Borivali (West) Mumbai -400 092 situated at Village Simpoli in the Mumbai Suburban District, Mumbai at R.M. Bhattad Marg, Off: S.V. Road, Borivali (W), Mumbai, and bounded as follows: that is to say on or towards the East by Plot No. 684 or towards the West by Plot No.695B on or towards the North by 90 feet wide Road, on or towards the South by Plot No. 689, 690, 686.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:  
COMMON AREAS AND FACILITIES**

- (1) The footings, foundation, RCC structures and main water supply to the Building
- (2) Staircase, columns and lift/s in the Building.
- (3) Common drainage, water and electrical lines.
- (4) Common ground water storage tanks and overhead water reservoirs plumbing machinery, pumps etc.
- (5) Compound walls, fencing and gate/s.
- (6) Open Space of the layout annexed herewith.
- (7) Partition walls between the two units shall be limited common property of the said two units.

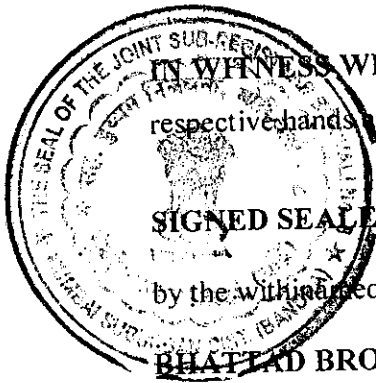


**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:  
RESTRICTED AREAS**

All Terrace/s and Basements (level 1 and 2) are restricted area and only accessible for the purpose of maintenance/service of lift and over head water tank and common antenna etc. Stilt area/ground floor is also restricted area except the entrance lobby. All flower beds, chajjas, decks adjacent to and/or adjoining to shops/commercial units/ flats are restricted areas.



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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this writing the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

by the within named 'Owners/Developers'

BHATTAD BROTHERS by the hand of

its partner Mr. L.R. Bhattad

In the presence of

- 1.
- 2.

) For BHATTAD BROTHERS

(Partner)



SIGNED SEALED AND DELIVERED by

the within named 'Purchaser'

M/s. PNP POLYTEX PVT. LTD

through Mr. Ashok Jindal  
Authorized officer

In the presence of

- 1.
- 2.



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Date: - 25 February, 2014

Receipt No: - R/Aurus/Shop 3/170

**RECEIPT INSTALLMENT**

Received with thanks a sum of Rs. 50,49,000/- (Rupees Fifty Lakh Forty Nine Thousand Only) from M/S. PNP Polytex PVT. LTD. towards further part payment against booking of flat / Shop No 3 at Ground floor of Bhattad Aurus, Borivali (West), Mumbai.

Details are as under:

Amount (Rs.)	Mode of Payment	Instrument No.	Instrument Date	Drawn On
50,49,000.00	Cheque	000717	08 February, 2014	Bank of Baroda

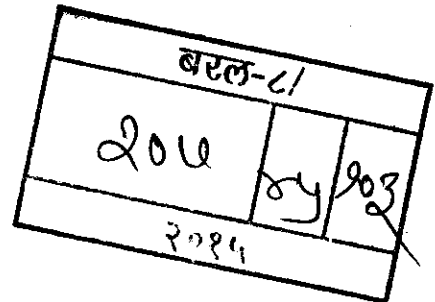
We say Received

For Bhattad Brothers.

(Authorized Signatory)

Place: Mumbai

\* Subject to Realization





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# ANNEXURE - A

BW  
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15,000 Forms (4 Pages P/B) ...  
 (M. BAPAN) ...  
 ...

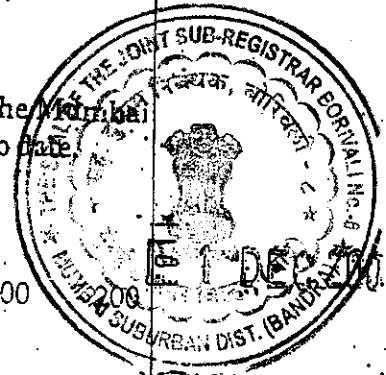
EC-48

in replying please quote No.  
and date of this letter.

Intimation of Disapproval under Section 346 of the  
Municipal Corporation Act, as amended up to date.

CHE/A-5704/EP(MS)/AR  
No. E.B./CE/ BS/A

of 200



Municipal Office,

Mumbai ..... 200

MEMORANDUM

SRI B.R. BHATTAR, C.A.A. TO OWNER.

With reference to your Notice, letter No. 337(3107) dated ..... 200 and delivered on 19/11/2005 and the plans, Sections Specifications and Description and further particulars and details of your buildings: Proposed building on plot bearing F.P. No. 694 furnished me under your letter, dated 13/11/2005 at Borivli (West). I have to inform you that I cannot approval of the building work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44/59(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side; before starting the work.
4. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3)(ix) will not be submitted by him.



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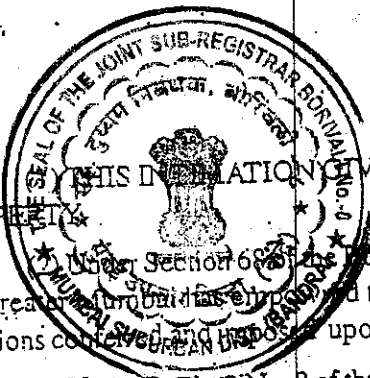
( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of ..... 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

-sd-  
Executive Engineer, Building Proposals,  
Zone, Wards.



**SPECIAL INSTRUCTIONS**

**THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.**

Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has entrusted the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--

"(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of such building.

"(c) Not less than 92 ft. ( ) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Accompanying this Intimation of Disapproval.

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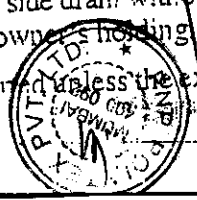
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No. EB/CE/ A-3704 /BSP

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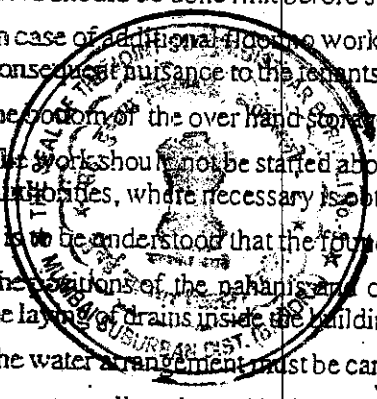
NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the Hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 245 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
  - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor, no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the pantries and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be found and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chambers should be plastered inside and outside.



(33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

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TO LICENSED SURVEYORS

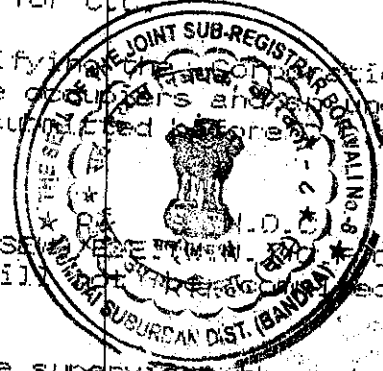
Executive Engineer Building Proposals  
 EXECUTIVE ENGINEER



ET DEC 1005

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5. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
6. That the sanitary arrangement for workers shall not be approved as per Muni. Specifications, and drainage layout will not be submitted before C.C.
7. That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/E.E. (T & C)/E.E. (D.P.)/D.I.L.R. before applying for C.C.
8. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and undertaking regarding no nuisance will not be submitted before starting the work.
9. That the requirements of E.E. (S.W.D.)/E.E. (T&C)/E.E. (R.C.)/E.E. (S.W.D.) will not be obtained and the requisition will be submitted with before occupation certificate / B.C.C.
10. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.
11. That extra water and sewerage charges will not be paid to A.E.W.W.R/Central Ward before C.C.
12. That the N.O.C. from A.A. & C. (R/Central) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
13. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
14. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
15. That the regd. u/t. from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
16. That the development charges as per M.R.T.P. Act (Amendment) Act shall not be paid.
17. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
18. That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.



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19. That the conditions mentioned in the release letter of E.E.D.P. under No.1) CHE/652/DP(WO)/P&R, dated 21.11.2000 shall not be complied with.

20. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall not be made as and when required by Insecticide officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.

21. That the proportionate sewerage line charges as worked out by Dy.Ch.Eng. (Sew.Planning) shall not be paid in this office before requesting for C.C.

22. That the Janata Insurance Policy shall not be submitted before-C.C.

23. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification etc. shall not be maintained on site till completion of the entire work.

24. That the betterment charges, lucrative premium shall not be paid in respective Ward Office and certificate / receipt shall not be submitted before requesting for C.C.

25. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.

26. That the basement will not be comply with the basement rules and regulations and regd. u/t. for not misusing the basement will not be submitted before C.C.

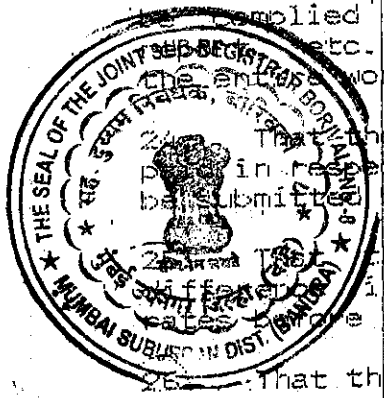
27. That the regd. agreement with prospective bank agreeing to occupy the bank portion shall not be submitted before requesting for C.C.

28. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.

29. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.

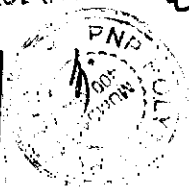
30. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.

31. That the requirement of clause 40 & 41 of D.C.R. 1991 shall not be incorporated in proposed plan and requirements shall not be complied with before submitting S.C.C.



THIS IS TO BE NOTED SUBJECT TO THE PROVISIONS OF THE LAND ACT 1978.

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*[Handwritten signature]*

7 DEC 2008 (7)

- 32. That Provision of Rain Water Harvesting as per the design prepared by approved consultants in the field shall be made to the satisfaction of Municipal Commissioner while developing plot having area more than 1000 sq.mtrs.
- 33. That the plot shall not be got demarcated from C.T. Survey Dept./T.P.Dept. before requesting for plinth C.C.
- 34. That the details of quantity of debris created due to the development of proposed bldgs/ additions/alterations and that the phase programme for removal of the said debris shall not be submitted & shall not followed scrupulously and u/r. to that effect shall not be submitted.
- 35. That all the external wall shall not be constructed as per the circular CE/PO/12387, dt. 17.03.2005.
- 36. That the bore well shall not be constructed without consultation with H.E. before requesting for C.C.
- 37. That the demarcation of abutting road shall be done through S.E.D.P. shall not be made before requesting for C.C.



3. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

- 1. That the plinth/stilt height shall not be got checked by this office staff.
- 2. That the water connection for construction purposes will not be taken before C.C.
- 3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
- 4. That the permission for constructing temporary structure of any nature shall not be obtained.
- 5. That the Compound wall shall not be constructed before requesting further C.C.
- 6. That the requirement of N.O.C. from C.A.U.L.C. & R. Act will not be complied with before starting the work above plinth level.
- 7. That the debris shall not be transported to the respective Municipal Dumping site and Challan to that effect shall not be submitted to this office for record.

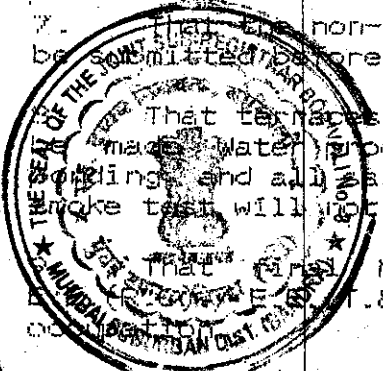


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C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

1. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/11 of 26.6.1978.
2. That 3.05 mt. wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
5. That carriage entrance shall not be provided before starting the work.
6. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
7. That the non-agricultural permission/ revised N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, nahanis in kitchen will not be made water proof and same will not be provided by method of bonding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
9. That final N.O.C. from H.E. (Deptt.) / E.E. (S.W.D.) / T.&C.) / E.E. (sew) shall not be submitted before occupation.
10. That final N.O.C. from A.A. & C. R/Central shall not be submitted before occupation.
11. That the Co.Op.Hsg. Society of the prospective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C.
12. That Structural Engineers laminated final Stability Certificate along with upto date licence copy and R.C.C. design canvas plan shall not be submitted.
13. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, G.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system on the residential part of the building will not be affected.
14. That the debris shall not be removed before submitting B.C.C.



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THIS IS A/2013 ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1976



*[Signature]*  
EXECUTIVE ENGINEER,  
BUILDING PROVISIONS (W.S.) B-11.



9

DEC 2005

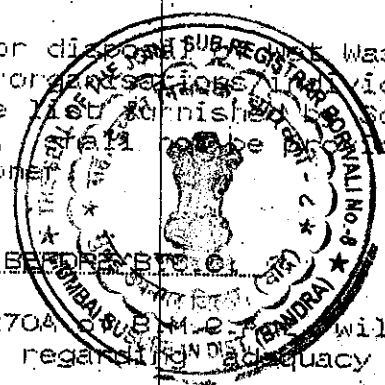
15. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.C. Act for work completed on site.

16. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.

17. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.

18. That some of the drains shall not be laid internally with C.I. Pipes.

19. That the Vermiculture bins for disposal of Waste as per the design and specifications of individuals specialised in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M., will be provided to the satisfaction of Municipal Commissioner.



CONDITIONS TO BE COMPLIED WITH BEFORE ISSUE OF

1. That certificate under Sec. 270A of M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

THIS I.O.D./C.O. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1978

*[Signature]*  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) B

C:\O\I\A-3704\SG



REC-1  
206 34903

MADE BY THE  
Sr. Eng. Bldg. Prop. (W) P. & R. Wms  
Dr. Babasaheb Ambedkar Market Bldg  
Borivali (West), Mumbai-400 082  
BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

NO. CHE/A-3704 /BP(WB)/MR/AR = 6 DEC 2006

COMMENCEMENT CERTIFICATE

To  
Shri B.R. Bhattad,  
C.A. to Owner

Sir,

With reference to your application No. 7642 dated 19.5.2005 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Prop. bldg. on

C.T.S. No. \_\_\_\_\_  
at premises at Street TPS - III  
Village Borivali Plot No. F.P. No. 694  
situated at Borivali (W) Ward R/Central

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. The building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

This permission does not entitle you to develop land which does not vest in you.

3. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966

4. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:

- (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
- (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
- (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S.N. Abhang

Exe. ~~Assistant~~ Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to Top of Basement slab level as per approved plan dated 1.12.2005.

For and on behalf of Local Authority  
Brihanmumbai Mahanagarपालिका

Exe.

*6/12/06*  
Asst. Engineer, Building Proposal (West Sub)  
Borivali (W) Wards

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

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CHE (A3704) BP/WS) / AR

8] This C.C. is now re-endorse for Top of the Basement Slab i.e., Lower Basement (car-parking) + Upper Basement (50% storage of Bank & Gymnasia + 50% car-parkings) as per approved amended plans dt. 4/8/2007.

1 JAN 2008

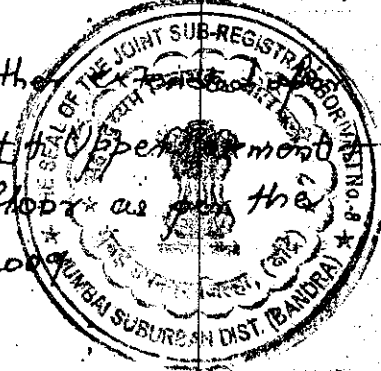
*Blende*  
11/1/08  
E.E.B.P. (WS) R'

9] This C.C. is now re-endorsed upto top of Basement Slab only i.e. lower basement + upper basement as per approved amended plans dt. 30/6/09

23 SEP 2009

*Blende*  
23/9/09  
E.E.B.P. (R)

10] This C.C. is now re-end for the Entire work i.e. Lower Basement + Ground + 1st + 2nd (pt) upper floor as per the approved amended plans dated 30/6/2009



17 DEC 2009

*Blende*  
17-12-09  
E.E.B.P.W.S

11] This C.C. is now valid & further extended for entire work i.e. Lower basement + upper basement + Ground + 1st to 4th upper + 5th (pt) upper floors as per approved amended plan dt:- 11-5-2011

13 MAY 2011

*Blende*  
13/5/11  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) E-WARD

12] This C.C. is now valid & further extended for entire work i.e. lower basement + upper basement + GR + 1st to 5th upper + 6th (pt) upper floor as per approved amended plan dt 5/1/2012.

14 FEB 2012

*Blende*  
14/2/12  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) E-WARD



E.E.B.-1		
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13]

This C.O. is now valid & further extended for entire work i.e. Lower Basement + upper Basement + Ground + 1<sup>st</sup> to 7<sup>th</sup> + 8<sup>th</sup> part upper floor as per approved amended plan dt 26/4/2013.

6 JUN 2013

*A. K. W. W. W.*  
*6-6-13*  
EXECUTIVE ENGINEER;  
BUILDING PROPOSAL (W.S.) R-Ward



बंदरा-1	
200	44903
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N. V. VIMADALAL  
ADVOCATE

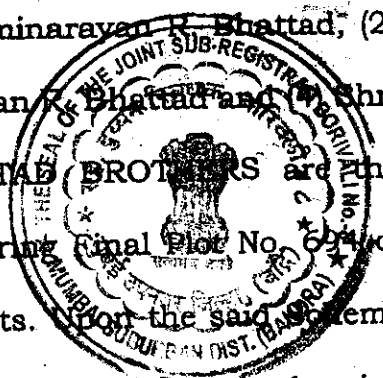
HAMAM HOUSE, 3RD FLOOR,  
36, AMBALAL DOSHI MARG,  
FORT, MUMBAI - 400 023.  
PHONE : 2265 30 08 / 2265 27 58  
FAX : 2265 76 23 RES.: 2369 40 69

TO WHOMSOEVER IT MAY CONCERN

Ref: Immovable property bearing Final Plot No. 694 of T.P.S. III (Borivali) together with structure (under construction) standing thereon known as "Bhattad Aurus" situate at R. M. Bhattad Road, Borivali (West), Mumbai 400 092

TITLE CERTIFICATE

This is to certify that (1) Shri Laxminarayan R. Bhattad, (2) Shri Bhagwandas R. Bhattad, (3) Shri Harikishan R. Bhattad and Shri Harish R. Bhattad, partners of M/S. BHATTAD BROTHERS are the owners of the above immovable property bearing Final Plot No. 694 of T.P.S. III (Borivali) admeasuring 1240.90 sq.mts. from the said scheme being sanctioned on 03-10-1995, in lieu of their original property bearing O. P. No. 433 T.P.S. III (Borivali), they have been allotted the said Final Plot No. 694 of T.P.S. III (Borivali). The title to the said F. P. No. 694 now stand vested in them and in the property card their name is shown as the Owners of the said F. P. No. 694.

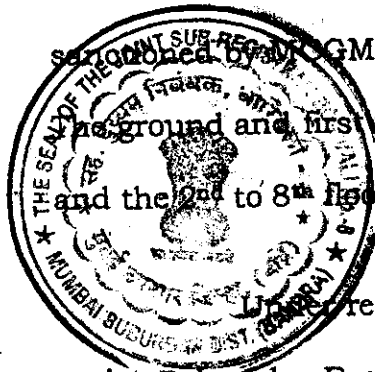


On the said Final Plot No. 694, the said M/s. Bhattad Brothers are presently constructing building known as "BHATTAD



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AURUS" (which is under construction). The said building consist of two basement with ground and 8 (eight) proposed upper floors of which as on date, the basement and six upper floors are constructed and as per plans sanctioned by MCGM, further two upper floors remain to be constructed. The ground and first floor consists of Shops/Office/Commercial premises and the 2<sup>nd</sup> to 8<sup>th</sup> floors consists of residential Flats/Premises.



The said building is mortgaged under a registered Deed of Mortgage dated 15<sup>th</sup> July, 2013 and registered under Registration No. BRL-8-3878/2013, dated 16-07-2013, the said F. P. No. 694 and the said building "Bhattad Aurus" being constructed thereon stand mortgaged in joint favour of M/s. Bhisma Realty Limited and M/s. Capricon Realty Limited for securing to them the aggregate principal advance amount of Rs. 36,00,00,000/- (Rupees thirty six crores only) and interest thereon being the amount advanced by both of them to M/s. Bhattad Brothers and both having pari passu charge in their favour in respect of Rs. 18 Crores advanced by each of them (in aggregate Rs. 36 crores) and for repayment of their principal advance, interest and other costs and charges.



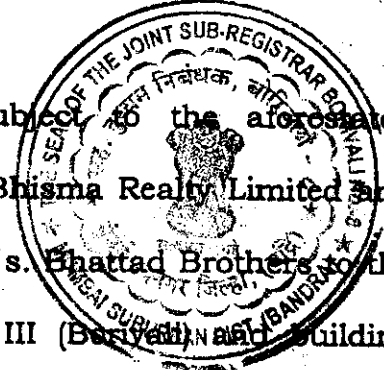
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N. V. VIMADALAL  
ADVOCATE

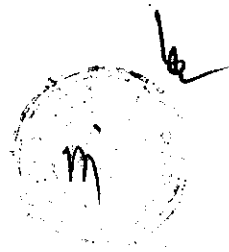
HAMAM HOUSE, 3RD FLOOR,  
36, AMBALAL DOSHI MARG,  
FORT, MUMBAI - 400 023.  
PHONE : 2265 30 08 / 2265 27 58  
FAX : 2265 76 23 RES.: 2369 40 69

M/s. Bhattad Brothers have informed that, as agreed with the said mortgagees, they propose to have the said mortgage/encumbrance on the said Plot and the building thereon, satisfied and discharged from out of the price/amounts to be realized by them from sale of the Shops/Offices/Commercial/Residential premises of the said building "Bhattad Aurus".

It is hereby certified that, subject to the aforesaid registered Mortgage in joint favour of M/s. Bhisma Realty Limited and M/s. Capricon Realty Limited., the title of M/s. Bhattad Brothers to the said property Final Plot No. 694 of T.P.S. III (Borivali) and building "Bhattad Aurus" being constructed thereon, is clear, marketable and free from any other encumbrance and reasonable doubts.



Dated this 23<sup>rd</sup> day of July, 2013



*N. V. Vimadalal*  
(N. V. Vimadalal)  
Advocate

बल-८/		
206	९	१०३
२०१५		

# ANNEXURE - C

## मालमत्ता पत्रक

विभाग/मोजे -- बोरीवली तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकराचा किंवा तपशील आणि तपसणीचे फेर तपसणीचे (तसेच) क्रमांक/फ.प्लॉ.नं. चौ.मी.

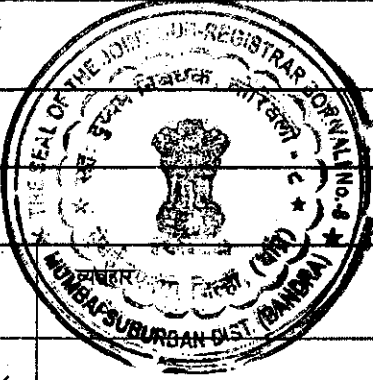
FP/६९४ १२४०.९० शेती



सुविधाधिकार

हक्काचा मुळ धारक वर्ष १९९५ [श्रीमती केशरबाई गोकुळदास जिवराज.]

पट्टेदार



इतर भार

इतर शरे

दिनांक

दिनांक	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साशक
१०/११/१९९४	क्र. S/१९७/८२ दि. ३०/०३/८२-६/१/८२	सिबंदक यांचेकडील कन्सेंट डिक्ली धारकाचे वारसाने विक्री केलेने व धारक श्रीमती केशरबाई गोकुळदास जिवराज मयत झालेने वारसाची नावे दाखल केली.	सही - १०/११/१९९४ न. भू. अ. क्र. ६ मुंबई उपनगर मुंबई
१०/११/१९९४	क्र. S/१९७/८२ दि. ३०/०३/८२-६/१/८२	H १) लक्ष्मीनारायण रा. भत्ताड २) भगवानदास रा. भत्ताड ३) हरिकिसन रा. भत्ताड ४) हरिष रा. भत्ताड (श्री. भगवानदास रा. भट्ट यांचे दि. १५/५/०४ चे अर्जांन्वये मूळ ओपी, न. भू. क्र. प्रमाणे नोंद केली.) सही -	सही - १०/११/१९९४ न. भू. अ. क्र. ६ मुंबई उपनगर मुंबई

तपासणी करणारा - अर्ज क्र. ७०३६ खरी मकल - ३

नकल अर्ज दाखल तारीख ३/५/१२ एकूण नोंदी १ नकाशा

नकल तयार तारीख १५/५/१२ नकलेचे शुल्क ६०

नकल दिर्याधी तारीख ५/५/१२

नकल तयार करणारा ५५१०५४

नकल तपासणारा [Signature] अर्ज शुल्क २

प्रमुख लिपीक नगर भूमापन अधिकारी बोरीवली

एकूण शुल्क - ६२

न.भू.अ.बोरीवली  
मुंबई उपनगर जिल्हा

सत्य प्रतिलिपी

नगर भूमापन अधिकारी  
बोरीवली

2012



ANNEXURE - D.



UNIT NO. 3

**Bhattad Aurus**  
Borivali (W)

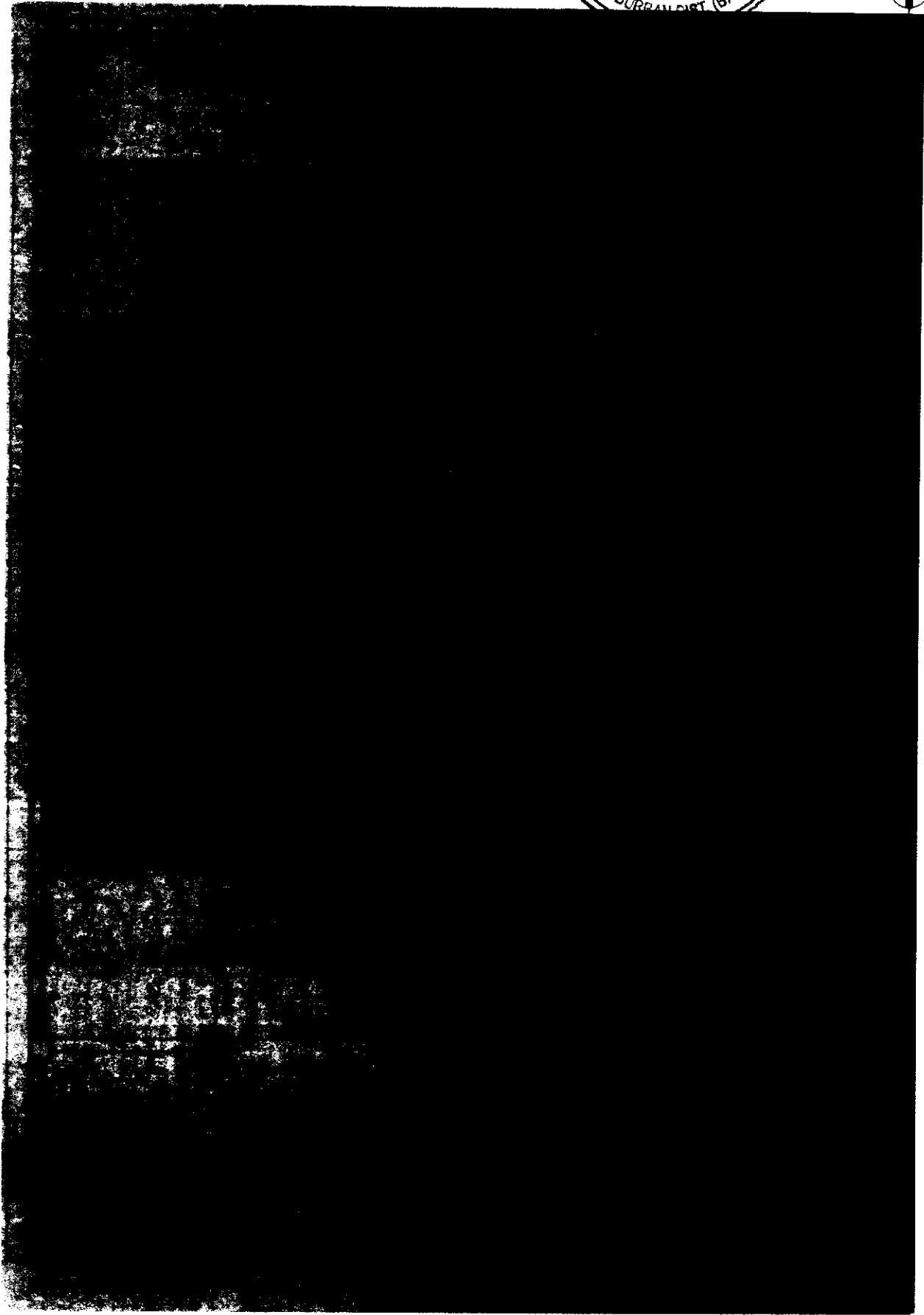


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**GROUND FLOOR**

*Mattate*





**Bhattad Aarus**  
Borivali (W)



**BASEMENT 1**

ANNEXURE-D-1

*Handwritten signature or mark.*

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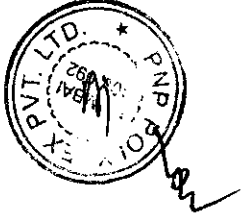


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## ANNEXURE - 'E'

(List of amenities fixture and fitting which will be provided)

- Powder Coated / Anodized Aluminum Openable shutters in Glass Cladding / Glass Cladding.
- Vitrified Tiles for Flooring.
- Antiskid Vitrified tile flooring in toilets. Toilets will be provided with wash basin, WC / Urinals.
- Branded CP Fittings.
- Concealed Copper Wiring.
- Concealed Plumbing.



बंदरा-८/		
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८११ १-८१		
२०७	६११०३	
१०१५		

**RESOLUTION NUMBER: PT/BR/14-15/23**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF PNP POLYTEX PRIVATE LIMITED HELD ON 3rd DAY OF JANUARY 2015, AT 10.00 A.M.**

**PURCHASE OF PROPERTY:**

"RESOLVED THAT pursuant to the provisions of section 179 & 186 and other applicable provisions, if any, of the Companies Act, 2013 and as per the Articles of Associations of the Company, consent of the Board of Directors be and is hereby accorded to acquire by way of purchase of property situated at Ground floor, Shop No 03, Bhattad Aarus, Plot no. 694 R. M. Bhattad Marg, off: S. V. Road, Borivali (W), Mumbai - 400092 having 764 sq.ft for value not exceeding Rs 3,08,31,045/- from Bhattad Brothers (Partnership firm) for commercial purposes on such terms and conditions as may be consider appropriate and in the best interest of the Company.

RESOLVED FURTHER THAT Mr. Pawan Kumar Kaushik, Mrs. Raj Kaushik, both Directors of the Company and Mr. Ashok Jindal, an Authorised Signatory of the Company, be and are hereby severally authorised to negotiate and finalize the terms of such acquisition and to sign and execute sale/lease deed and all other documents and papers which deemed to be necessary related to purchase of the property and to give effect to the above resolution.

RESOLVED FURTHER THAT the common seal of the company, wherever required, be affixed herein for completion of aforesaid documentation.

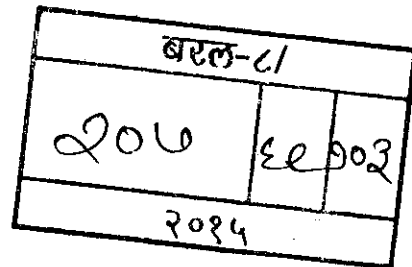
//CERTIFIED TRUE COPY//

FOR PNP POLYTEX PRIVATE LIMITED

*Kaushik*  
DIRECTOR



CIN. U17299MH2000PTC129704



DIN. 01270447



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## घोषणापत्र

मी...<sup>०</sup>३१/११/२०२४.....याद्वारे घोषित करतो कि  
दुय्यम निलंधक ~~कोटीवामी~~ - ४.....यांचे कार्यालयात ~~कराळा~~  
या शिर्षकाचा दस्त नांदणीसाठी सादर करण्यात आला आहे. श्री मे. ३२२५ ~~वदल लखे~~  
आम्बिदा. एम. प्रो. ३२२५  
.....व इ. यानी दि. २१/११/२४.....रोजी मला  
दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नांदणीस सादर केला आहे  
/ निष्पापित करून कवुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार  
यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार  
व्यक्तिपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे  
कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध  
असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे  
आढळून आल्यास, नांदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी  
पात्र राहिन याची मला जाणीव आहे.



कुलमुखत्यारपत्रधारकांचे नाव व सही



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Friday, August 02, 2013  
1:12 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 8475 दिनांक: 02/08/2013

गावाचे नाव: फोर्ट

दस्तऐवजाचा अनुक्रमांक: बबई-6992-2013

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: मे भट्ट ब्रदर्स तर्फे भागिदार लक्ष्मीनारायण आर भट्ट

नोंदणी फी रु. 100.00

दस्त हाताळणी फी रु. 300.00

डाटा एन्ट्री रु. 20.00

पृष्ठांची संख्या: 15

एकूण: रु. 420.00

आपणास मूळ दस्त, थंबनेल प्रिंट व सीडी अंदाजे 1:29 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, मुंबई-1

बाजार मूल्य: रु. 1/-

भरलेले मुद्रांक शुल्क: रु. 500/-

मोबदला: रु. 1/-

सह दुय्यम निबंधक  
मुंबई शहर क्र. १

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 320/-

DELIVERED  
ON 3/8/13

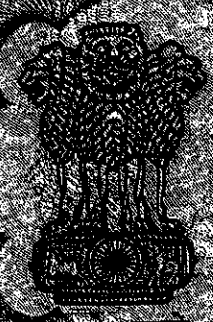


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**INDIA NON JUDICIAL**  
**Government of Maharashtra**



**e-Stamp**

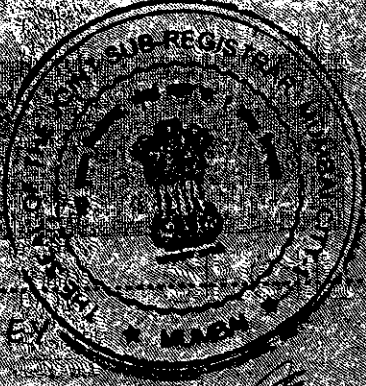
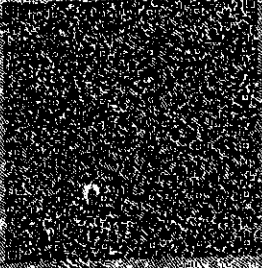
Issued by: Stock Holding Corporation of India Ltd.  
 Location: SRO-CUSTOM  
 Signature: [Signature]  
 Details can be verified at [www.eshamp.com](http://www.eshamp.com)

सत्यमेव जयते

Certificate No.  
 Certificate Issued Date  
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 Description  
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 Second Party  
 Stamp Duty Paid By  
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IN MH 2019/2020/439501  
 SRO-CUSTOM/MH-MUM  
 SUBIN/ML/ST/2019/23269055/35687  
 Jayant Bhatia  
 Article 48 Power of Attorney  
 As Per Document  
 0  
 Jayant Bhatia  
 Jayant Bhatia  
 500  
 (Five Hundred only)

बवई - १४  
 २०१३



Please write or type below this line

**SPECIAL POWER OF ATTORNEY**

[Signatures]  
[Signatures]  
[Signatures]

0002212706

**Statutory Alert:**  
 The authenticity of this Stamp Certificate should be verified at [www.eshamp.com](http://www.eshamp.com). Any discrepancy in the details on this Certificate and as available on the website, shall be void.  
 In case of checking the legitimacy of the details of the certificate, in case of any discrepancy please inform the Competent Authority.

बवई - १  
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## Warning

"The contents of this certificate can be verified and authenticated world-wide by any members of the public at [www.shcilestamp.com](http://www.shcilestamp.com) or at any Authorised collection center address displayed at [www.shcilestamp.com](http://www.shcilestamp.com) free of cost."

"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence"

"This document contains security features like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features."

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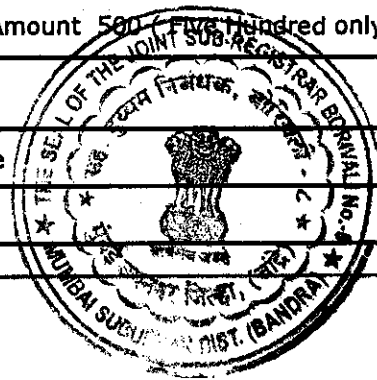
**SHCIL- MAHARASHTRA**

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA,  
 PIN CODE - 400012  
 Tel : 022-61778151  
 E-mail :

**Mode of Receipt**

Account Id mhshcli01 Receipt Id RECIN-MHMHSHCIL0122179331653627L  
 Account Name SHCIL- MAHARASHTRA Receipt Date 30-JUL-2013

Received From Jayant B Bhattad	Pay To
Instrument Type CASH	Instrument Date
Instrument Number	Instrument Amount 500 (Five Hundred only )
Drawn Bank Details	
Bank Name	Branch Name
Out of Pocket Expenses 0.0 ( )	



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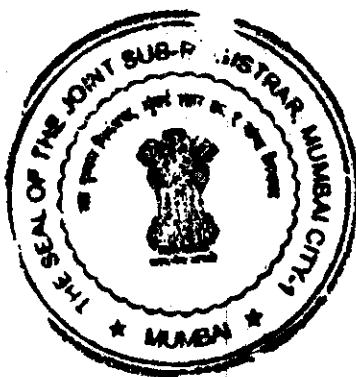


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**SPECIAL POWER OF ATTORNEY**

This Special Power of Attorney made and executed on this 30<sup>th</sup> day of July, 2013, at Mumbai,

TO ALL WHOM THESE PRESENT SHALL COME WE, [1] SHRI. LAXMINARAYAN R. BHATTAD, [2] SHRI. BHAGWANDAS R. BHATTAD, [3] SHRI. HARISHKUMAR R. BHATTAD and [4] SHRI. HARIKISHAN R. BHATTAD, are a Partnership Firm, duly registered under the Partnership Act, 1932 and carrying on business as Developers under the name of Bhattad Brothers and having office at 104, Bajaj Bhavan, Nariman Point, Mumbai- 400 021 the undersigned do hereby send greetings;

*[Signature]*

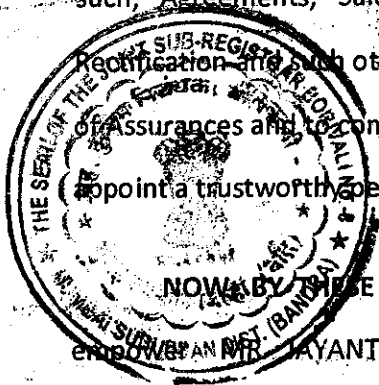
*[Signature]*

*[Signature]*

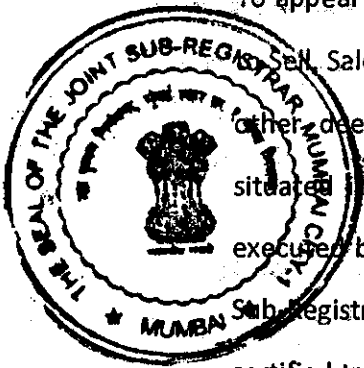
*[Signature]*

बबई - १ IV	
१११	१
२०१३	

We the executants herein have developed the property being F.P No. 694 situated at R.M. Bhattad Marg, off S.V. Road, Borivali (West), Mumbai - 400 092 (hereinafter called and referred as Said property and which is more particularly described in SCHEDULE written hereunder) and constructed a building thereon with the name "Bhattad Aarus" (hereinafter called and referred as Said Building) and have decided to sell and transfer the flats/shops situated in the aforesaid building to the prospective purchaser/s on ownership basis. For the aforesaid purpose we have execute and register various deeds and documents such as Agreement to Sell, Deed of Assignment/Transfer etc and such other required deeds and documents. However, due to our busy schedule it is not possible for us to be personally present for registration of such, Agreements, Sale Deed, Deed of Transfer, Deed of Apartment Deed of Rectification and such other deeds and documents, before the concerned Sub- Registrar of Assurances and to complete requisite formalities thereof. Hence, we have decided to appoint a trustworthy person for the same;



NOW BY THESE PRESENTS we do hereby duly constitute and authorize and empower AN MR. JAYANT BHAGWANDAS BHATTAD, Age about 26 yrs, Occupation- Business, Residing at A-1 Apartment, 77, Walkeshwar, Mumbai- 400 006 to do the following acts, deeds and things:-



To appear before any registering authority and present for registration the Agreement to Sell, Sale Deed, Deed of Apartment, Deed of Transfer, Deed of Rectification and such other deeds and documents necessary for selling and transferring the flat/shops situated in the aforesaid building to the prospective purchaser/s which are already executed by us or to be executed by us hereinafter before the concerned Registrar or Sub-Registrar, to admit the execution thereof, to pay the requisite fees, to obtain certified true copies thereof and generally to do all the acts, deeds, matters that may be necessary for the accomplishing the aforesaid object/act.

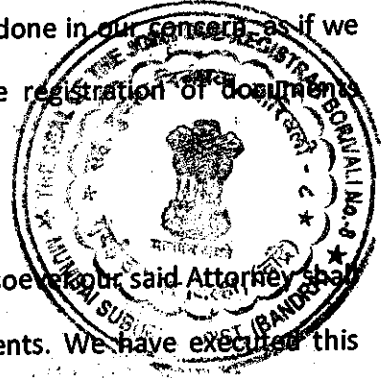
*Jayant Bhattad*      *Shant...*      *B.H.R.*      *IRChalle*      *Jayant*

[ 2 ]

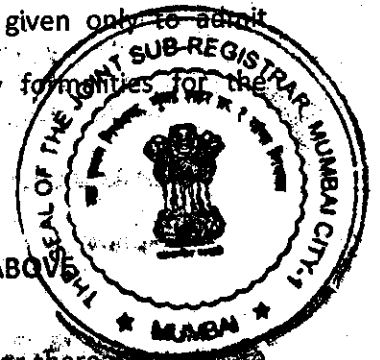
बबई-८१	
२०१३	२०/१०/१३

बवई - १४	
२६२	५
२०१३	

AND GENERALLY to do, execute and perform all and every other act, matter and thing whatsoever, any wise, necessary or expedient to be done in our concern as if we would have done if personally present to complete the registration of documents executed by us.



We hereby agree to confirm and ratify all and whatsoever our said Attorney shall lawfully do or cause to be done by virtue of these presents. We have executed this Special Power of Attorney for convenience and without getting any consideration for the same. We hereby declare that this Power of Attorney is given only to admit execution of the documents and complete all the necessary formalities for the registration thereof.



**SCHEDULE OF THE SAID PROPERTY REFERRED TO ABOVE**

All that piece or parcel of land admeasuring 1240.90 sq. meters or thereabouts lying and being at Borivali, Final Plot No. 694 of Town Planning Scheme III of Borivali (West) Mumbai -400 092 situated at Village Simpoli in the Mumbai Suburban District, Mumbai at R.M. Bhattad Marg, off S.V. Road, Borivali (W), Mumbai, and bounded as follows: that is to say on or towards the East by Plot No. 684 or towards the West by Plot No 695 B feet wide Road on or towards the North by 90 feet wide Road, on or towards the South by Plot No.689, 690, 686.

बवई - ६	
२०६	६९०३
open area (landscape &	

AND Shall include (where applicable) but shall not be limited to staircase, Lifts, Entrance Lobby, Passage, Drive ways, corridors, outdoor (landscape & otherwise), common toilets, staircase lobbies, lifts lobbies, plant rooms, underground water tanks & pump room, electric sub station, standby generator room, guard room, area of diesel or any other fuel storage tank, building service/maintenance area, lift machine rooms, overhead water tanks, shafts for plumbing, fire services, electrical standby generator sets, fire hydrant, water bodies, landscaping, Meter Room, external walls in shop/commercial unit/Flat.

*[Handwritten signatures and initials]*

बबई IN WITNESS WHEREOF we put our signatures at .....on this \_\_\_ day of July, 2013.

<i>[Signature]</i>	<i>[Signature]</i>
२०१३	

I know the Executants

*[Signature]*  
**Mohesh Himaye**  
 Advocate

(1) Laxminarayan R. Bhattad:



*[Signature]*

Signatures & Thumb Impression

(2) Bhagwandas R. Bhattad:



*[Signature]*

Signatures & Thumb Impression

(3) Harikishan R. Bhattad:



*[Signature]*

Signatures & Thumb Impression

(4) Harish R. Bhattad:

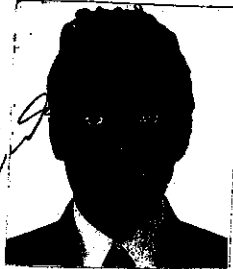


*[Signature]*

Signatures & Thumb Impression



I accept the authority hereby conferred:



*[Signature]*



**THE ATTORNEY**  
**[JAYANT B. BHATTAD]**

[4]

बबई-८/

२०१३	<i>[Signature]</i>
२०१३	



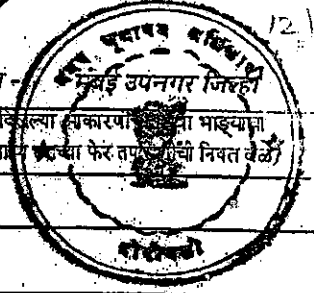
मालमत्ता पत्रक

Ret... 12/11/23

ता.प.मौजे - बोरीवली तालुका/न.भू.मा.का. - न.भू.अ.बोरीवली जिल्हा - मुंबई उपनगर जिल्हा

नगर भूमापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला विकल्या जाणाऱ्या मालमत्ता तपशील आधी फेर तपशील नोंद घेतलेले

FP/६९४ १२४०.९० शेती



सविधाधिकार

हक्काचा मूळ धारक वर्ष १९९५ [श्रीमती केशरबाई गोकुळदास जिवराज]

बबई - १४  
२०१३

पट्टेदार

इतर भार

इतर शोरे

व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कन
२०/११/१९९४ FP/६९४ मुंबई उच्च न्यायालयाचे निर्णय क्र.७८/१९८२ दि.३/३/९२ व दुय्यम निबंधक यांचेकडील कन्सेंट डिक्ली र.क्र.२,२५,०००/- ची नोंदणी क्र.S/९९७/८२ दि.३०/०३/८२-६/९/८२ अन्वये धारकाचे वारसाने विक्री केलेने व धारक श्रीमती केशरबाई गोकुळदास जिवराज मयत झालेने वारसांची नावे दाखल केली		१) भगवानदास पदमसी २) श्रीमती.दय्यती भगवानदास ३) श्री.जयंत भगवानदास कमाडिया	सही - २०/११/१९९४ न.भू.अ.क्र.६ मुंबई उपनगर मुंबई
२०/११/१९९४ दुय्यम निबंधक यांचेकडील नोंदणीनुसार र.क्र.२,२५,०००/- ला खरेदी केलेने विक्री करणाऱ्यांची नावे कमी करून खरेदीदारांची नावे दाखल.	क्र.S/९९७/८२ दि.३०/०३/८२-६/ ९/८२	H १) लक्ष्मीनारायण रा.भताड २) भगवानदास रा.भताड ३) हरीकिशन रा.भताड ४) हरिष रा.भताड (श्री.भगवानदास रा.पट्टेड यांचे दि.१५/५/०४ चे अर्जांन्वये मूळ ओपी,न.भू.क्र.प्रमाणे नोंद केली.) सही/-	सही - २०/११/१९९४ न.भू.अ.क्र.६ मुंबई उपनगर,मुंबई

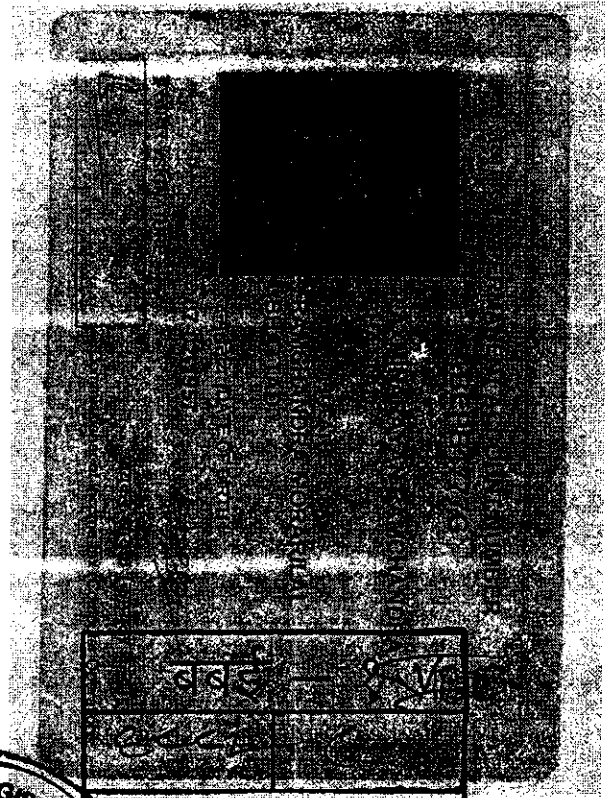
ब.र.०५-८/ २०१४

तपासणी करणारा - अर्ज क्र. - ६२९  
नकल अर्ज दाखल ता.दि. १२/११/२३  
नकल तपशील ता.दि. १२/११/२३  
नकल दिल्याची ता.दि. १२/११/२३  
नकल तपशील करणारी - १२/११/२३  
नकल तपासणारी - १२/११/२३  
प्रमुख लिपीक  
नगर भूमापन अधिकारी  
बोरीवली

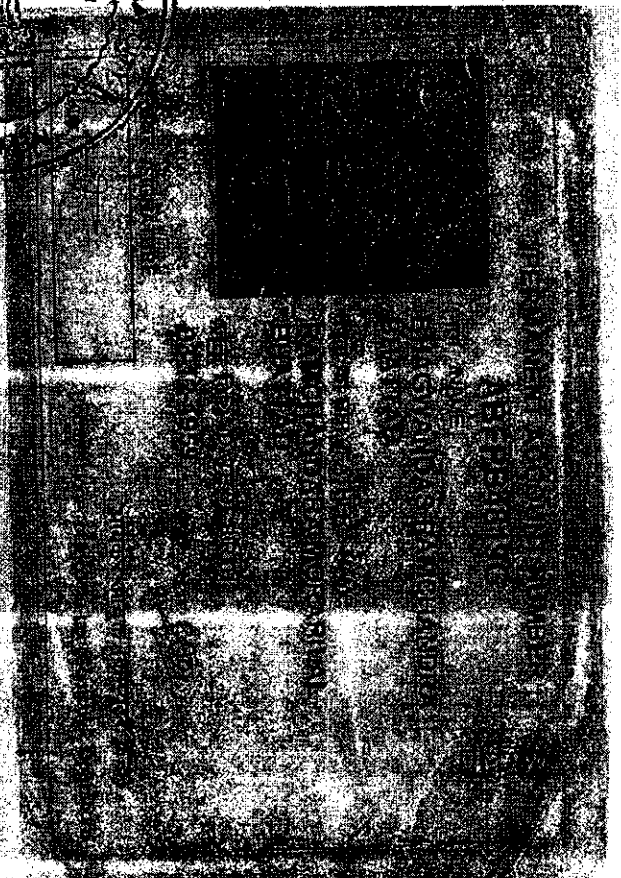
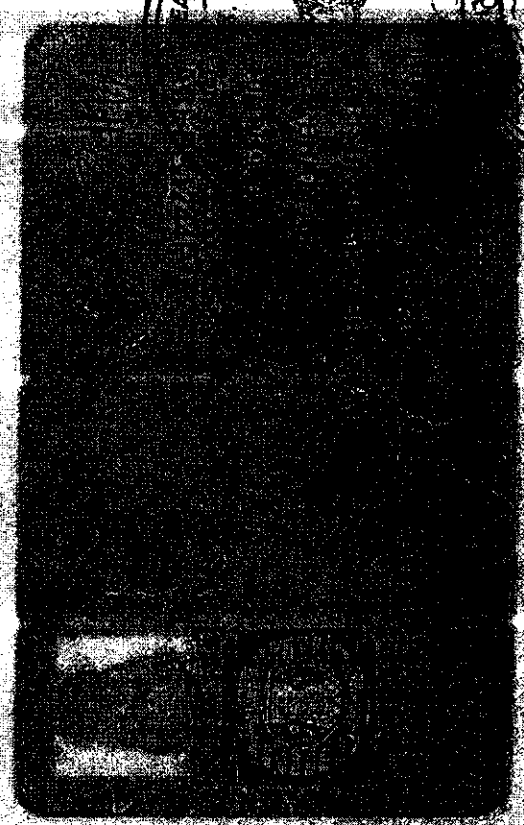
न.भू.अ.बोरीवली २००  
मुंबई उपनगर जिल्हा ७३१०३  
२०१४

सत्य प्रतिलिपि  
नगर भूमापन अधिकारी  
बोरीवली

PERMANENT ACCOUNT NUMBER  
 AAHBBB8866  
 NAME  
 HARAKISHAN RAMCHANDRA  
 BHATTAD  
 PAN NUMBER  
 RAMCHANDRA MORAJI  
 BHATTAD  
 DATE OF BIRTH  
 10-1-1963  
 DIRECTOR OF FINANCE TAX (SYSTEMS)

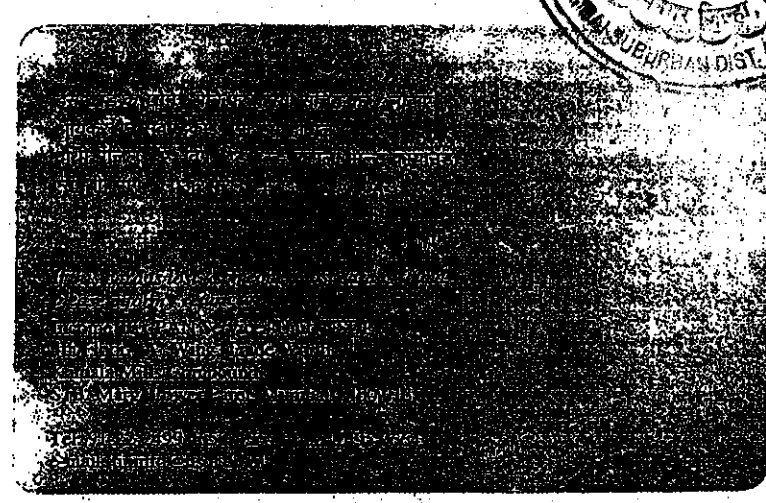


2083  
 2083



200 x 903  
 200

आयकर विभाग भारत सरकार  
 INCOME TAX DEPARTMENT GOVT OF INDIA  
 JAYANT BEHARADAR  
 BHAGWANDAS RAMCHANDRAS  
 BHATNAGAR  
 10/11/88/2  
 PAN: AKPB2418Q  
 Signature



बबई - १५	
६६२	६
२०१३	



२००-६१	
२०६	०५ १०१
२०१५	



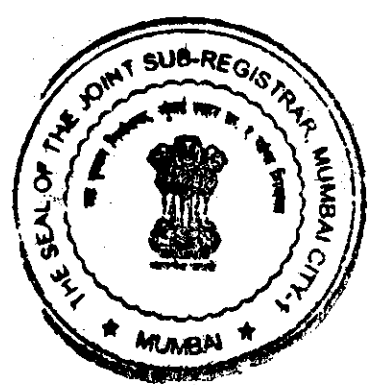
PERMANENT ACCOUNT NUMBER  
AABR8601E

NAME  
BHATTADHARIS

INCORPORATION FORM  
1956

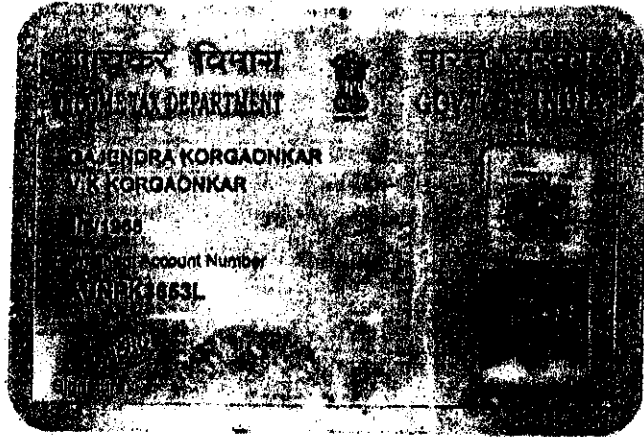


बवई - ११४	
११११	१०
२०१३	



200	११११
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बवई - १५
१५५५/११
२०१३

THE UNION OF INDIA  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**  
 DL No MH12 2001011943 DOR 18-05-1998  
 Valid till 04-09-2017 (NT)

DLR 30-01-2008  
 AUTHORIZATION TO DRIVE FOLLOWING CLASS  
 OF VEHICLES THROUGHOUT INDIA

COV	DL
MCWG	16-02-1988
LMV	21-01-2002

DOB 07-09-1957 PG

Name MAHESH LIMAYE  
 S/O of YESHWANT  
 Add B SHUKRAWAR PETH  
 PUNE  
 PIN 411002  
 Signature & (I) of  
 Issuing Authority MH12 2004142

Signature/Thumb  
 Impression of Holder.

बवई-८	
२०००	०३
२०१५	



गावाचे नाव : फोर्ट

- (1) विलेखाचा प्रकार कुलमुब्त्यारपत्र
- (2) मोबदला रु.1/-
- (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) रु.1/-
- (4) भू-मापन,पोटहिल्सा व घरक्रमांक(असल्यास) 0, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : , इतर माहिती: दस्तात नमुद केल्याप्रमाणे
- (5) क्षेत्रफळ 0.00 NA
- (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:- श्री. अ. र. भट्ट ; वय: 55;  
पत्ता:- प्लॉट नं: 104, माळा नं: , इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र  
पिन कोड:- 400021
- 2) नाव:- श्री. अ. र. भट्ट ; वय: 54;  
पत्ता:- प्लॉट नं: 104, माळा नं: , इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र  
पिन कोड:- 400021
- 3) नाव:- श्री. अ. र. भट्ट ; वय: 50;  
पत्ता:- प्लॉट नं: 104, माळा नं: , इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र  
पिन कोड:- 400021
- 4) नाव:- श्री. अ. र. भट्ट ; वय: 50;  
पत्ता:- प्लॉट नं: 104, माळा नं: , इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र  
पिन कोड:- 400021
- पॅन नंबर:
- (8) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता
- 1)नाव:- जयंत भगवानदास भट्ट ; वय:26;  
पत्ता:-प्लॉट नं: , माळा नं: , इमारतीचे नाव: ए 1 अपार्टमेंट, ब्लॉक नं: 77 बाळकेचर रोड, रोड नं: मुंबई, महाराष्ट्र  
पिन कोड:- 400006;  
पॅन नं:- ;
- (9) दस्तऐवज करून दिल्याचा दिनांक 30/07/2013
- (10) दस्त नोंदणी केल्याचा दिनांक 02/08/2013
- (11) अनुक्रमांक, खंड व पृष्ठ 6992/2013
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.500/-
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क रु.100/-
- (14) शेर

मुल्यांकनासाठी विचारत घेतलेला तपशील:-

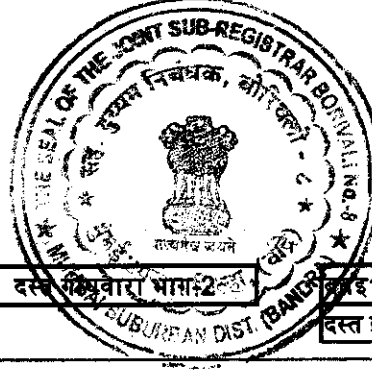
Null

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(48-b) when required in suits of proceedings under Presidency Small Course Act, 1882

बदल-८/	
2013	८/१०२

Summary-2( दस्त गोषवारा भाग - २ )



02/08/2013 1 14:57 PM

दस्तावेज न्यायालय, कोरिडोर - २	बंगोर	93
दस्तावेज क्रमांक: 6992/2013		52

दस्तावेज क्रमांक : बबई/6992/2013

दस्तावेजाचा प्रकार :- कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे भट्ट ब्रदर्स तर्फे भागिदार लक्ष्मीनारायण आर भट्ट पत्ता:प्लॉट नं: 104, माळा नं: ., इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र, मुम्बई. पिन नंबर:	कुलमुखत्यार देणार वय :-55 स्वाक्षरी:- <i>Mhata</i>		
2	नाव:मे भट्ट ब्रदर्स तर्फे भागिदार भगवानदास आर भट्ट पत्ता:प्लॉट नं: 104, माळा नं: ., इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र, मुम्बई. पिन नंबर:	कुलमुखत्यार देणार वय :-54 स्वाक्षरी:- <i>Mhata</i>		
3	नाव:मे भट्ट ब्रदर्स तर्फे भागिदार हरीषकुमार आर भट्ट पत्ता:प्लॉट नं: 104, माळा नं: ., इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र, मुम्बई. पिन नंबर:	कुलमुखत्यार देणार वय :-50 स्वाक्षरी:- <i>R.H.K.</i>		
4	नाव:मे भट्ट ब्रदर्स तर्फे भागिदार हरीकिशन आर भट्ट पत्ता:प्लॉट नं: 104, माळा नं: ., इमारतीचे नाव: बजाज भवन, ब्लॉक नं: नरीमन पॉईंट, रोड नं: फोर्ट मुंबई, महाराष्ट्र, मुम्बई. पिन नंबर:	कुलमुखत्यार देणार वय :-50 स्वाक्षरी:- <i>R.H.K.</i>		
	नाव:मे भट्ट ब्रदर्स तर्फे भागिदार भगवानदास भट्ट पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ए 1 अपार्टमेंट, ब्लॉक नं: 77 वाळकेश्वर रोड, रोड नं: मुंबई, महाराष्ट्र, मुम्बई. पिन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :-26 स्वाक्षरी:- <i>Jyoti</i>		



वरील दस्तऐवज करून देणार तथाकथित कुलमुखत्यारपत्र चा दस्त ऐवज करून दिल्याचे कबुल करताना  
शिक्का क्र.3 ची वेळ:02 / 08 / 2013 01 : 11 : 26 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व यांची ओळख पडवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:महेश . लिमये  
वय:44  
पत्ता:4 बोना कासा पी एम रोड मुंबई  
पिन कोड:400001

*Mhata*  
स्वाक्षरी



दस्तावेज क्रमांक: 6992/2013	दस्तावेजाचा ठसा
200	16903
2014	
छायाचित्र	अंगठ्याचा ठसा

2 नाव:गजेंद्र . कोरगांवकर  
वय:40  
पत्ता:वरीलप्रमाणे  
पिन कोड:400001

स्वाक्षरी  
Gajendra

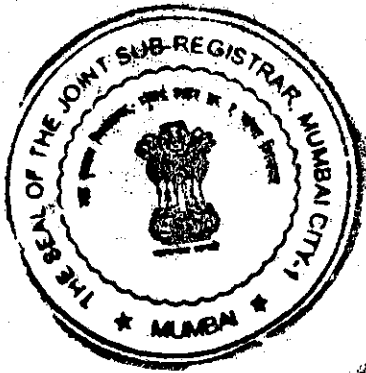


शिकका क्र.4 ची वेळ:02 / 08 / 2013 01 : 12 : 01 PM

शिकका क्र.5 ची वेळ:02 / 08 / 2013 01 : 12 : 05 PM नोंदणी पुस्तक 4 मध्ये

दुय्यम निबंधक, मुंबई-1

6992 /2013



बदल-८/	
200	2003
2004	

Summary 1 (GoshwaraBhag-1)

शुक्रवार, 02 ऑगस्ट 2013 1:12 म.नं.

दस्त गोशवारा भाग-1

बबई-1

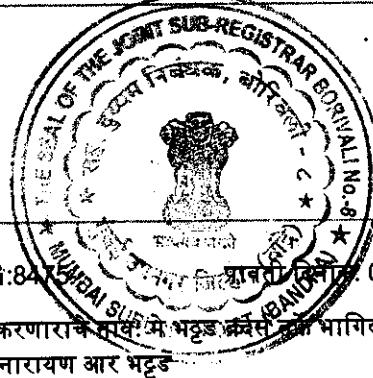
दस्त क्रमांक: 6992/2013

दस्त क्रमांक: बबई-1 /6992/2013

बाजार मूल्य: रु. 01/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.500/-



दु. नि. सह. दु. नि. बबई-1 यांचे कार्यालयात

पावती: 84/02/08/2013

अ. क्र. 6992 वर दि.02-08-2013

सादरकरणाराचे नाव: भद्रेश कर्वे व भागिदार लक्ष्मीनारायण आर भद्रेश

रोजी 1:09 म.नं. वा. हजर केला.

नोंदणी फी रु. 100.00

दस्त हाताळणी फी रु. 300.00

डाटा एन्ट्री रु. 20.00

पृथांची संख्या: 15

*[Handwritten Signature]*

दस्त हजर करणाऱ्याची सही:

बबई-1		एकूण: 420.00
200	29	903
2014		

दुय्यम निबंधक, मुंबई-1

दुय्यम निबंधक, मुंबई-1

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-ब) जेव्हा इलाखा लघुवाद न्यायालय अधिनियम@1882 याखालील दाव्यांत किंवा कार्यवाहीत आवश्यक असेल तेव्हा

शिक्षा क्र. 4/02/08/2013 01:07:32 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2/02/08/2013 01:09:53 PM ची वेळ: (फी)

प्रमाणित करणेत येते की या दस्तामध्ये एकूण 98 पाने आहेत पुस्तक क्रमांक 6/ बबई-1/ 6992/ 2013 अन्वये नोंदला दिनांक: 02 AUG 2013

**प्रतिज्ञापत्र**

\*सादर दस्तऐवज हा नोंदणी कायदा 1906 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. \*दस्तातील संपूर्ण पत्रकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता संपूर्णपणे खरी आहे. \*दस्ताची सत्यता, वैधता कायदरीत बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:

सह. दुय्यम निबंधक मुंबई शहर



६६६२/१३

DATED THIS \_\_\_\_ DAY OF JULY, 2013

- (1) Laxminarayan R. Bhattad
  - (2) Bhagwandas R. Bhattad
  - (3) Harikishan R. Bhattad
  - (4) Harish R. Bhattad
- } ... Grantors

TO

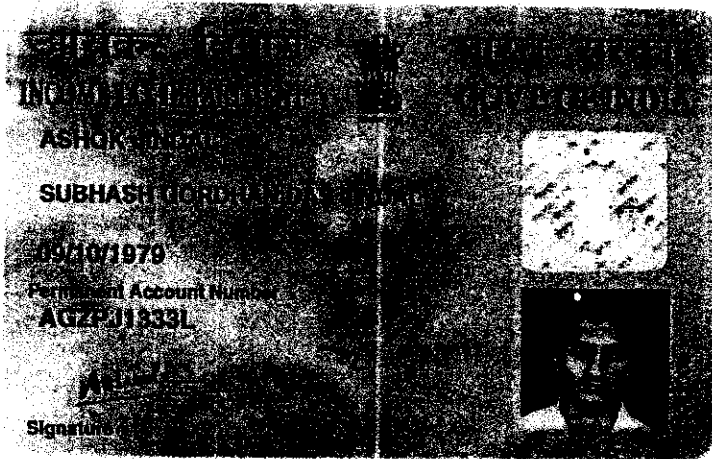
Jayant B. Bhattad

... Grantee

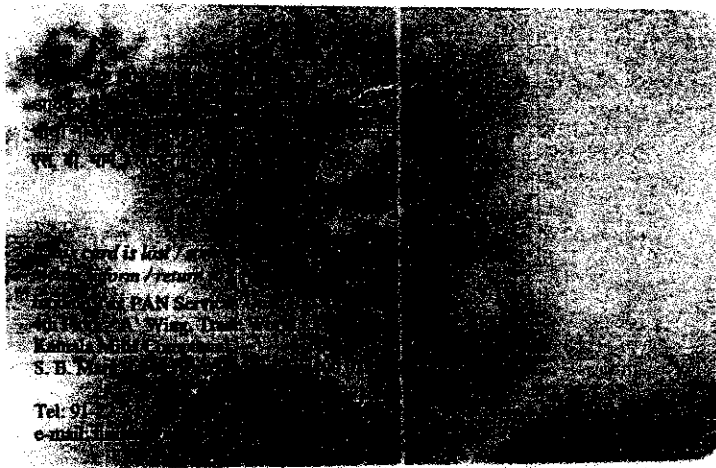


SPECIAL POWER OF ATTORNEY

बंद-८/		
२०७	२२/७/१३	
२०२५		



*Ashok*



*Ashok*

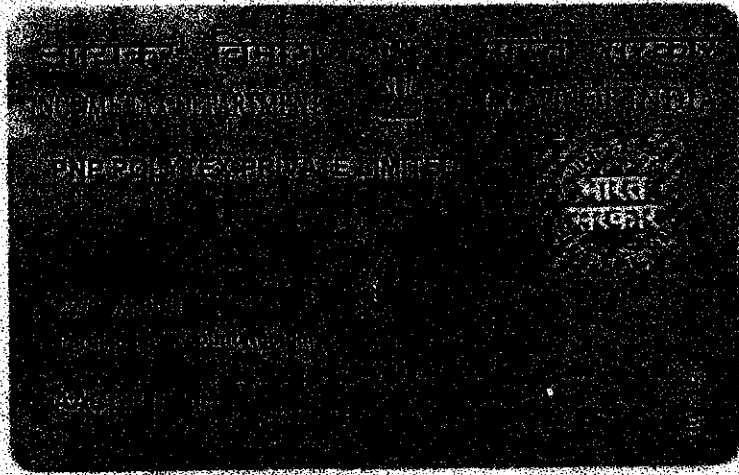


ब.र.स.-१/१		
200	23	908
२०२५		



3385-61		
2010	28	2008
5084		

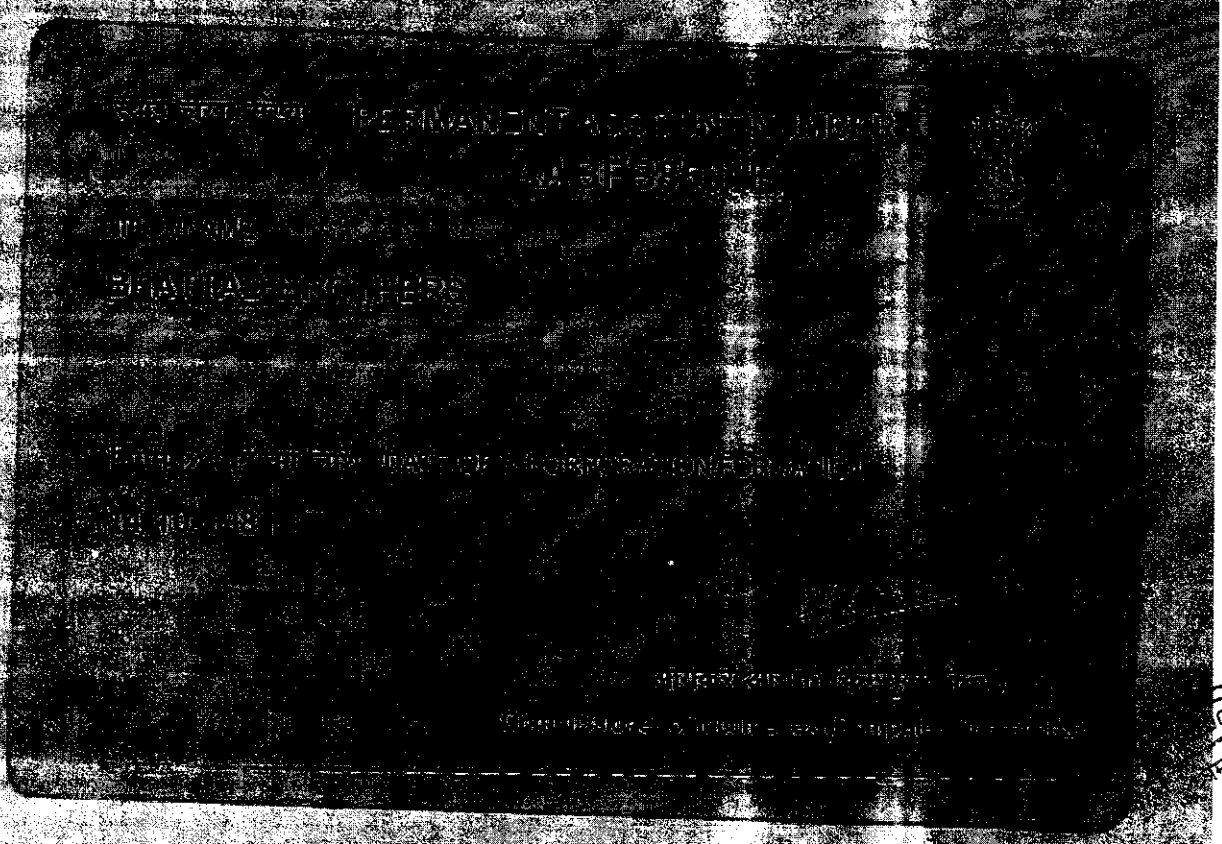




बदल-८१		
२०६	१५	१०३
२०४५		



ब.स.स.स.स.	
200	२२१०२
२०११	



**अधिकार विभाग**  
**GOVERNMENT DEPARTMENT**

**भारत सरकार**  
**GOVT OF INDIA**

**JAYANTEE BHATTAD**

**BHAGWANDAS RAMCHANDRA BHATTAD**

**21/04/1987**

**Permanent Account Number**  
**AKPPB24180**

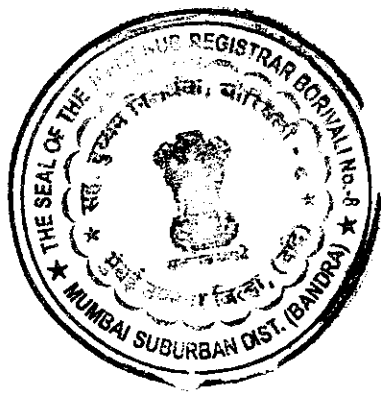
**भारत सरकार**  
**GOVT OF INDIA**

**Signature**

**206** | **ew903**

**2084**

206	ew903
2084	




206	
206	206
206	


**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT. OF INDIA**

**भारत सरकार**

**DHANASHREE KHOPADE**  
**NANDAKISHOR RAJNIKANT PRABHAKAR**  
**GUMASTE**  
**16/10/1983**  
 Permanent Account Number  
**AWOPK5984F**

  
 Signature

  
 26102007



बदल-८/	
200	१०३
२०१५	



बदल-८/		
२०७	१००	१०३
२०१५		



08/01/2015 1 20:56 PM

दस्त गोषवारा भाग-2

बरल8

दस्त क्रमांक: 207/2015  
868-67

दस्त क्रमांक :बरल8/207/2015

दस्ताचा प्रकार :-करारनामा

200	902	903
2084		

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मेसर्स पी एन पी पॉलीटेक्स प्रा ली तर्फे अथो ऑफिसर अशोक जिंदाल पत्ता:सदनिका नं 601-607, -, मंगल आरंभ कोरा केंद्र, बोरीवली प मुंबई, -, Borivali West, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AACCP1396H	लिहून घेणार वय :-35 स्वाक्षरी:- <i>Ashok</i>		
2	नाव:मेसर्स भट्ट ब्रदर्स तर्फे भागीदार एल आर भट्ट तर्फे कु मु जयंत भट्ट पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 104 बजाज भवन, ब्लॉक नं: नरीमन पोइंट फोर्ट मुंबई, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AABFB8501E	लिहून देणार वय :-28 स्वाक्षरी:- <i>Jayant Bhatt</i>		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:08 / 01 / 2015 01 : 09 : 53 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:- धनश्री खोपडे वय:29 पत्ता:104 बजाज भवन नरीमन पोइंट मुंबई पिन कोड:400021	<i>Dhanashree</i> स्वाक्षरी	
2	नाव:- सचिन खांबे वय:31 पत्ता:वरीलप्रमाणे पिन कोड:400021	<i>Sachin</i> स्वाक्षरी	

शिक्का क्र.4 ची वेळ:08 / 01 / 2015 01 : 10 : 32 PM

शिक्का क्र.5 ची वेळ:08 / 01 / 2015 01 : 10 : 46 PM नोंदणी पुस्तक 1 मध्ये

*Sachin*  
सचिन खांबे, बोरीवली - ८  
मुंबई उपनगर जिल्हा.



EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH004902163201415S	0003108161201415
2	MH005046281201415R	0003108155201415

207 /2015

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2. Get print and mini-CD of scanned document along with original document, immediately after registration.

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वरल-८/		
२०५	१०३	१०३
२०१५		

प्रमाणित करण्यात येते की या  
दस्तावेज एकूण ..... पाने आहेत

१०३

*[Signature]*

सह. पुस्तक निबंधक, बोरिवली-८,  
मुंबई उपनगर जिल्हा

पत्र-८, २०५ १/२०१५

पुस्तक क्रमांक १, क्रमांक ..... २०५ वर  
नोंदला.

दिनांक ..... ८ जाने २०१५ २०१५

*[Signature]*

सह. पुस्तक निबंधक, बोरिवली-८,  
मुंबई उपनगर जिल्हा



Summary1 (GoshwaraBhag-1)



गुरुवार, 08 जानेवारी 2015 1:19 म.नं.

दस्त गोषवारा भाग-1

बरल8

दस्त क्रमांक: 207/2015

दस्त क्रमांक: बरल8 /207/2015

बाजार मूल्य: रु. 2,37,12,000/- मोबदला: रु. 3,08,31,045/-

भरलेले मुद्रांक शुल्क: रु.15,41,700/-

बरल-८!	
207	909903
२०१५	

दु. नि. सह. दु. नि. बरल8 यांचे कार्यालयात

पावती:221

पावती दिनांक: 08/01/2015

अ. क्र. 207 वर दि.08-01-2015

सादरकरणाचे नाव: मेसर्स पी एन पी पॉलीटेक्स प्रा ली तर्फे  
अथो ऑफिसर अशोक जिंदाल

रोजी 1:16 म.नं. वा. हजर केला.

*Ashok*

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2060.00

पृष्ठांची संख्या: 103

दस्त हजर करणाऱ्याची सही:

एकूण: 32060.00

*Ashok*  
सह. कुटुंब निबंधकी, कोरिवली - ८  
मुंबई उपनगर जिल्हा.

*Ashok*  
सह. कुटुंब निबंधकी, कोरिवली - ८  
मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 08 / 01 / 2015 01 : 07 : 27 PM ची वेळ: (सादरीकरण)

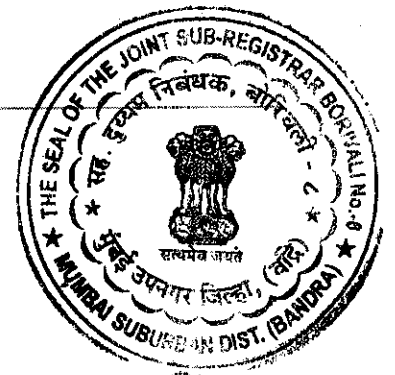
शिक्का क्र. 2 08 / 01 / 2015 01 : 08 : 31 PM ची वेळ: (फी)

प्रतिज्ञापत्र

\* सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. \* दस्तातील संपूर्ण दस्ता, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. \* दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व साक्षीधारक हे संपूर्णपणे जबाबदार राहतील.

*Ashok*  
लिहून देणारे :

*Ashok*  
लिहून घेणारे :





14/01/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.बोरीवली 8

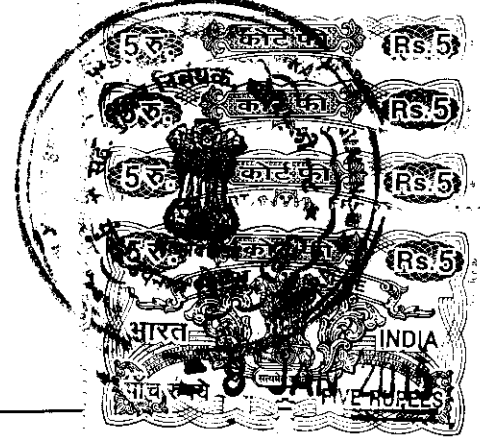
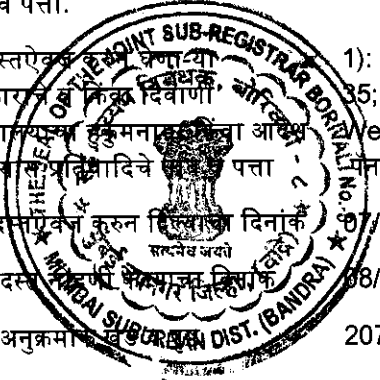
दस्त क्रमांक : 207/2015

नोदणी :

Regn:63m

गावाचे नाव : 1) शिंपवली

- (1) विलेखाचा प्रकार करारनामा
- (2) मोबदला 30831045
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 23712000
- (4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) 1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :सदनिका नं: शॉप नं 3, माळा नं: तळमजला, इमारतीचे नाव: भट्टड ऑरस, ब्लॉक नं: आर एम भट्टड मार्ग ऑफ एस व्ही रोड, रोड नं: बोरीवली प मुंबई-400092, इतर माहिती: फायनल प्लॉट न 694 टीपीएस क्र 3 बोरीवली सोबत 1 कार पार्किंग स्पेस सहित एरिया 764 चौ फुट कारपेट( ( Final Plot Number : 694 TPS III ; ) )
- (5) क्षेत्रफळ 1) 764 चौ.फूट
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-मेसर्स भट्टड ब्रदर्स तर्फे भागीदार एल आर भट्टड तर्फे कु मु जयंत भट्टड वय:-28; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 104 बजाज भवन, ब्लॉक नं: नरीमन पोइंट फोर्ट मुंबई, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400021 पॅन नं:-AABFB8501E
- (8) दस्तऐवज करून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-मेसर्स पी एन पी पॉलीटेक्स प्रा ली तर्फे अथो ऑफिसर अशोक जिंदाल वय:-35; पत्ता:-सदनिका नं 601-607, -, मंगल आरंभ कोरा केंद्र, बोरीवली प मुंबई, -, Borivali West, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400092 पॅन नं:-AACCP1396H
- (9) दस्तऐवज करून दिल्याचा दिनांक 07/01/2015
- (10) दस्तऐवज करून दिल्याचा दिनांक 08/01/2015
- (11) अनुक्रमांक 207/2015
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क 1541700
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000
- (14) शेरा



श्री/श्रीमती.....  
 मुलाबाबतच्या नोंदणीच्या अर्ज क्र. २२  
 तपशीलानुसार नक्कल दिली.  
 मुद्रांक शुल्क आकारविल्याची नोंद घेतली आहे. (1) within the limits of any Municipal Corporation or any Cantonment area  
 अनुच्छेद :- : annexed to it.

खरी प्रत

सह. दुय्यम निबंधक, बोरीवली - ४

सह. दुय्यम निबंधक, बोरीवली क्र. ४  
मुंबई उपनगर जिल्हा.



9 January, 2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.बोरीवली 8

दस्त क्रमांक : 207/2015

नोंदणी 63

Regn. 63m

गावाचे नाव : शिंपवली	
(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.30,831,045/-
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु.23,712,000/-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	694 TPS III, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: शॉप नं 3, माळा नं: तळमजला, इमारतीचे नाव: भट्टड ऑरस, ब्लॉक नं: आर एम भट्टड मार्ग ऑफ एस व्ही रोड, रोड नं: बोरीवली प मुंबई-400092, इतर माहिती: फायनल प्लॉट न 694 टीपीएस क्र 3 बोरीवली सोबत 1 कार पार्किंग स्पेस सहित एरिया 764 चौ फुट कारपेट 764.00 चौ.फूट
(5) क्षेत्रफळ	
(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:- मेसर्स भट्टड ब्रदर्स तर्फे भाषीदार एल आर भट्टड तर्फे कु मु जयंत भट्टड ; वय: 28; पत्ता :- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 104 बजाज भवन, ब्लॉक नं: नरीमन पोइंट फोर्ट मुंबई, रोड नं: -, मह मुंबई. पिन कोड:- 400021 पॅन नंबर: AABFB8501E
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1) नाव:- मेसर्स पी एन सी पॉलिटेक्स प्रा ली तर्फे अमो ऑफिसर अशोक जिंदाल ; वय:35; पत्ता:-सदनिका नं 601-607. -, मंगल आरंभ कोरा केंद्र, बोरीवली प मुंबई, -, Borivali West, MAHARASHTRA MUMBAI Non-Government. पिन कोड:- 400092; पॅन नं:- AACCP1396H;
(9) दस्तऐवज करून दिल्याचा दिनांक	07/01/2015
(10) दस्त नोंदणी केल्याचा दिनांक	08/01/2015
(11) अनुक्रमांक,खंड व पृष्ठ	207/2015
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.1,541,700/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

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STOP NO. (9)

10/1/19

10/1/19

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