392/14163

Thursday, August 04, 2022

8:46 PM

पावती

Original/Duplicate

नोंदणी के. :39म

Regn.:39M

पावती के.: 15195

दिनांक: 04/08/2022

गावाचे नाव: वाशी

दस्तऐवजाचा अनुक्रमांक: टनन8-14163-2022

दस्तऐवजाचा प्रकार : अभिहस्तांतरणपत्र

मादर करणाऱ्याचे नाव: टीपीव्ही व्हेंचर एलएलपी तर्फे भागीदार योगेश पोपटलाल ठक्कर --

नोंदणी फी दस्त हाताळणी फी

दस्त हाताळणा फा

पृष्ठांची संख्या: 180

₹. 30000.00

₹. 3600.00

एकुण:

₹. 33600.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 9:03 PM ह्या वेळेस मिळेल.

Joint Sub Registral Thane 8

बाजार मुल्य: रु.2030827690 /-मोबदला रु.2978073000/-

भरलेले मुद्रांक शुल्क : रु. 178684500/-

1) देयकाचा प्रकार: DHC रक्कम: हु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0408202213311 दिनांक: 04/08/2022

बँकेचे नाव व पत्ताः

2) देयकाचा प्रकार: DHC रक्कम: रु.1600/-

हीडी/धनादेश/पे ऑर्डर क्रमांक: 0408202213291 दिनांक: 04/08/2022

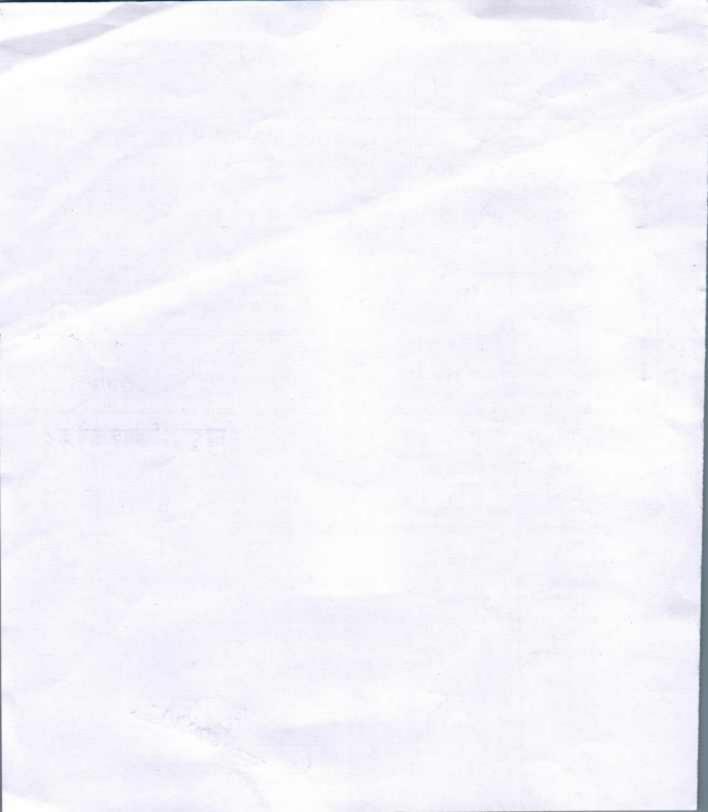
बँकेचे नाव व पत्ता:

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

हीडी/धनादेश/पे ऑर्डर क्रमांक: MH005750230202223R दिनांक: 04/08/2022

बँकेचे नाव व पत्ताः

JAMAN.



दुप्यम निवंधक : सह दु.नि. ठाणे 8

दन्त क्रमांक: 14163/2022 नोदंणी: Regn:63m

गावाचे नाव: वाशी

(1)विलेखाचा प्रकार

अभिज्ञानांत्ररणएक

(2)मोबदना

(5) क्षेत्रफळ

2978073000

(3) बाजारभाव(भाइपटटवाच्या बाबनिनपटटाकार आकारणी देनों की पटटेदार ने नमुद कराये)

2030827690

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

1) पालिकचे नाव:नदी मुंबई बनपा इतर वर्णर :, इतर माहिती: धनध्या बिल्डींग मधील एकुण 212 निवासी सदनिका (8 टॉबर) क्षेत्र 11015.70 ची.मी वांधीव,प्लॉट नं. 28,09,32,33,नेक्टर 17,वाशी तवी सुंबई क्षेत्र- 7400.00 ची.मी.((Plot Number : 28,29,32,33;))

1) 7400.00 ची.मीटर

(6)आकारणी किया नुडी देण्यात असेल तेव्हा.

(7) दम्नछेवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किया दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्याम प्रतिवादिचे नाव व पत्ता

1): नाव:-कैनरा बैंक तर्फे अधिकृत महिकर्ता के शलेंद्र कुमार - - वय:-51; यता:-फ्लॉट तं: --, माळा तं: -, बमारतीचे नाव: -, ब्लॉक नं चेनेरा वैक बिल्डींग विंग वी दूसरा सजला, मी-14 , जी ब्लॉक, बांद्रा कुर्सा कॉम्पलेक्स, बांद्रा ईस्ट मुंबई , रोड में: -, महाराष्ट्र, MUMBAI. पिन कोड:-400051 पैन मे:-AAACC6106G

(8)दस्तऐवज करन घेणा-या पक्षकाराचे व किंदा दिवाणी न्यायालयाचा हुकुमनामा किया आदेश

1): नाव:-टीपीब्ही ब्हेंबर एलएसरी तर्फे भागीदार योगेश पोपटलाल ठक्कर -- - बय:-58; पना:-प्लॉट नं: -, माळा नं: --, इमारनीचे नाव: --, अरॉक तं: ऑफिस नं. २ पीएल ५ आणि ७, तुलती पूजा,सेक्टर १, त्यू पनवेल नवी मुंबई , रोड नं: -, महाराष्ट्र, RAIGARH(MH). पिन कोड:-410206 पैन नं:-AASFT3914G

असल्यास,प्रतिवादिचे नाव व पना (9) दम्नाग्वज करन दिल्याचा दिनांक

04/08/2022

(10)वस्त नोवणी केन्याचा दिनांक

05/08/2022

(11)अनुक्रमांक,खंड व पृष्ठ

(14)शेरा

14163/2022

(12)बाजारभावाप्रमाणे मुदांक शुल्क

178684500

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

्र सह दुय्यम निवधक

मुन्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रोच शुल्क आकारतामा निवडलेला अनुच्छेद :-:

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



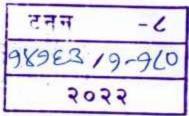
Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	TPV VENTURES LLP	eSBTR/Simple Receipt	69103332022072952261	MH005750230202223R	178684500.00	SD	0003030665202223	04/08/2022
2		DHC		0408202213311	2000	RF	0408202213311D	04/08/2022
3		DHC		0408202213291	1600	RF	0408202213291D	04/08/2022
4	TPV VENTURES LLP	eSBTR/SimpleReceipt		MH005750230202223R	30000	RF	0003030665202223	04/08/2022

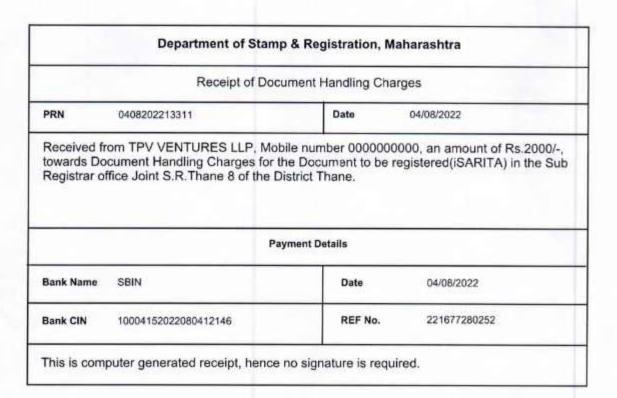
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges Date 04/08/2022 PRN 0408202213291 Received from TPV VENTURES LLP, Mobile number 000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Thane 8 of the District Thane. **Payment Details** 04/08/2022 Bank Name SBIN Date REF No. 221699380942 10004152022080412127 Bank CIN This is computer generated receipt, hence no signature is required.

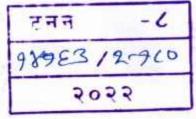














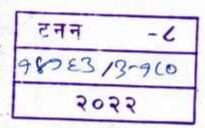


CHALLAN MTR Form Number-6

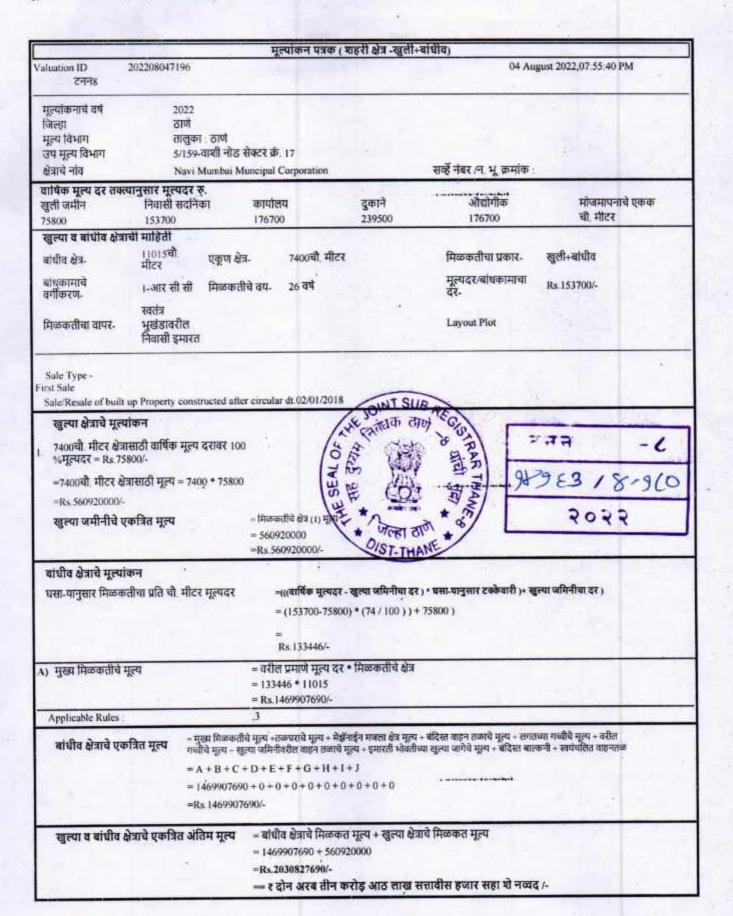


GRN MH005750230202223R		IIII Dat	e 29/07/2022-16:	45:42 F	orm	ID.	A25			
Department Inspector General Of	Payer Details									
Bank Portal - Sin	TAX ID / TA	N (If Any)								
Type of Payment	PAN No.(If Applicable) AASFT3914G									
Office Name THN8_THANE NO 8	Full Name		TPV VENTURES LLP							
Location THANE										
Year 2022-2023 One Time Account Head Details Amount in Rs.			Flat/Block No. Premises/Building		PLOT NO 28 29					
0030046401 Stamp Duty(Bank Portal) 178684500.00			Road/Street 32 33							
0030063301 Registration Fee		30000.00	Area/Locality		DHANASHREYA					
			Town/City/District							
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		Prop area=7400.0 ID=PAN-AA	mvbity=ir 00~Prop	mmovable~Prop area i-oth Prop Name=	UOM=S	ą.Me	eter~ot	3000.0	0-Prop	
Total		17,87,14,500.00	Amount In Seventeen Crore Eighty Seven Lakh Fourteen Thousan Words d Five Hundred Rupees Only						an	
Payment Details IDBI I	FOR USE IN RECEIVING BANK									
-	Bank CIN	Ref. No.	6910333202207	9/110/27/12/5	1	144317	17			
Cheque-DD Details							-			DDI
Cheque/DD No.			Bank Date	RBI Date	29/07/2022-16:4	10:42	1 N	ot veni	ied with	I.ODI
Name of Bank			Bank-Branch IDBI BANK							
Name of Branch	Scroll No. , Date Not Verified with Scroll									

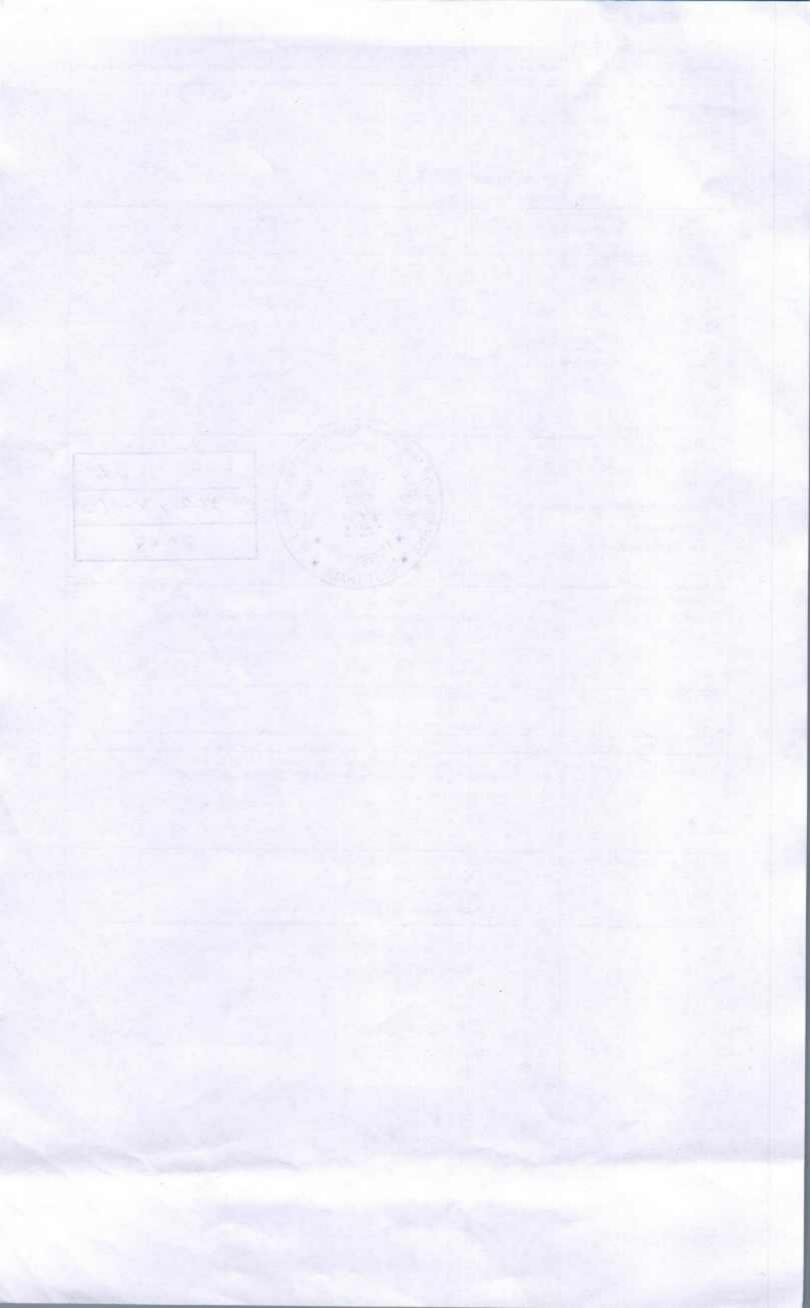
Department ID : Mobile No. : 919152899 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुव्यम निवाक कार्यालयात नोक्सिक्सिक्स दस्तासाठी लागु आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही . 919152899899







Home Print



DEED OF ASSIGNMENT CUM CONVEYANCE

BY AND BETWEEN

CANARA BANK

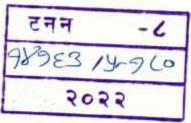
AND

TPV VENTURES LLP

SIGNED AND EXECUTED ON

4th Day of August 2022



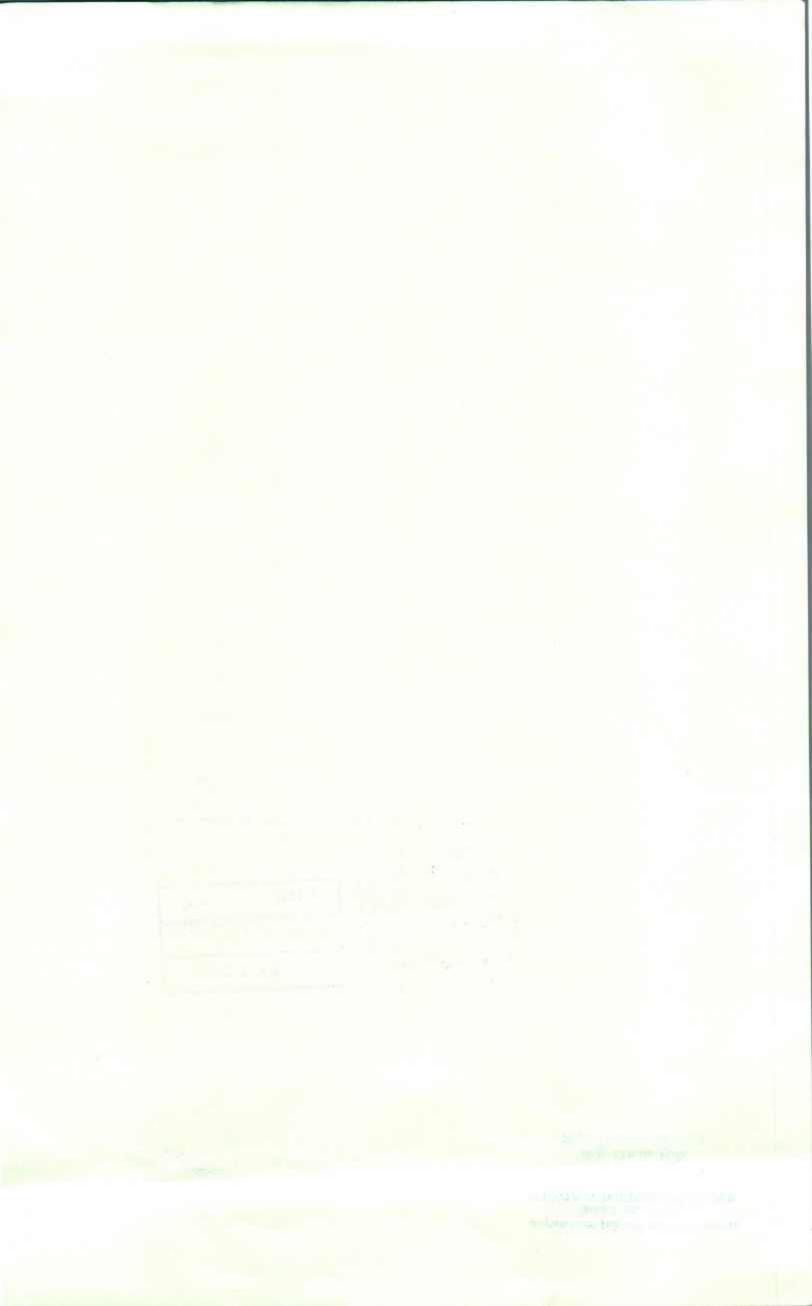


FOR CANARA BANK कृते केनरा बैंक

ASSISTANT GENERAL MANAGER
स्मान प्रचेषक महा प्रचेषक कार्यालय

For TPV VENTURES LLP

PARTNEP



DEED OF ASSIGNMENT CUM CONVEYANCE

THIS DEED OF ASSIGNMENT CUM CONVEYANCE (hereinafter referred to as "Deed") is made and executed at Navi Mumbai on this 4th day of August, in the Year Two Thousand and Twenty-Two (2022);

BY AND BETWEEN

CANARA BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at 112, Jayachamarajendra Road, Bangalore – 560 002 and having amongst other Branches a Circle Office at Canara Bank Building, Wing - B, 2nd Floor, C-14, G - Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 whose Premises and Estate Section acting through its authorised signatory **Kaushlendra Kumar** authorised vide authority letter Ref: MCPE/ OP-VASHI/ NKG/ 874/ 2022 dated 29th July 2022 pursuant to the Memorandum for Management Committee of the Board (MC) resolved as per draft of the Note by all the Directors on the Management Committee of the Board of bank on 18th April 2022, hereinafter referred to as the "Assignor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its representatives, successors, administrators and permitted assigns) of the **ONE PART**;

AND

TPV VENTURES LLP (LLPIN: AAZ-6140), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Office No. 75/76, Plot No. 77, Mahavir Centre, Sector-17, Vashi, Navi Mumbai – 400703, and acting through its Designated Partner Shri. Yogesh Popatial Thakkar authorised vide Resolution dated 28th June 2022 hereinafter referred to as the "Assignee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed include its successors and assigns) of the OTHER PART;

thereof be deemed include its successors and assigned.

The Assignor and the Assigned are hereinafter collectively referred to as the Parties and individually as "Party".

WHEREAS:

The Assignor hereby represents, warrants, and declare to the Assignee as under:

- A. City and Industrial Development Comporation of Maharashtra Limited ("CIDCO") is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under subsection (1) and (3-A) of section 113 of the Maharashtra Regional Town Planning Act, 1966 (Maharashtra XXXVII of 1996) is the owner of the following: -
 - (i) all that piece or parcel of land known as Plot No. 28 by admeasurement 1850.00 square meters or thereabout in the Sector 17 of the layout of land

FOR CANARA BANK
कृते केनरा बैंक

ASSISTANT GENERAL MANAGER
सहायक महा प्रबंधक

Mumbal Circle Office / मुंबई अंबल कार्यालय

FOR TPV VENTURES LLP

situated, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane (the said "First Land") more particularly described at Firstly in the FIRST SCHEDULE hereunder written and delineated with red boundary on the plan annexed hereto and marked as "Annexure A1";

- (ii) all that piece or parcel of land known as Plot No. 29 by admeasurement 1850.00 square meters or thereabouts in the Sector 17 of the layout of land situate, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane (the said "Second Land") more particularly described at Secondly in the FIRST SCHEDULE hereunder written and delineated with red boundary on the plan annexed hereto and marked as "Annexure A2";
- (iii) all that piece or parcel of land known as Plot No. 32 by admeasurement 1850.00 square meters or thereabouts in the Sector 17 of the layout of land situated, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane (the said "Third Land") more particularly described at Thirdly in the FIRST SCHEDULE hereunder written and delineated with red boundary on the plan annexed hereto and marked as "Annexure A3";
- (iv) all that piece or parcel of land known as Plot No. 33 by admeasurement 1850.00 square meters or thereabouts in the Sector 17 of the layout of land situated, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane (the said "Fourth Land") there particularly described at Fourthly in the FIRST SCHEDULE hereunder written and delineated with red boundary on the plan sanexed hereto and marked as "Annexure A4".

B. By and under 4 (four) separate Allotment Letters, all even dated 18th June 1981 issued by CIDCO in favour of Syndicate Bank (hereinafter referred to as the

said First Land, Second Land Third Land and Fourth Land are hereinafter

By and under 4 (four) separate Allotment Letters, all even dated 18th June 1981 issued by CIDCO in favour of Syndicate Bank (hereinafter referred to as the "Syndicate Bank") (hereinafter collectively referred to as the "Allotment Letters") followed by 4 (four) separate Agreements to Lease, all even dated 15th July 1982 made and executed between CIDCO (as the Corporation therein) and Syndicate Bank (as the Licensee therein) (hereinafter collectively referred to as the "Agreements to Lease"), the said CIDCO agreed to grant to Syndicate Bank (i.e. the Licensee therein) upon the performance and observance by the Licensee therein of the obligations and conditions contained in the said Agreements to

FOR CANARA BANK

ASSISTANT GENERAL MANAGER सहायक महा प्रबंधक Mumbal Circle Office / मुंबई अंचल कार्यालय FOR TPV VENTURES LLP

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N

Lease, a lease of the above referred Larger Land after erecting building/s with maximum permissible floor space index of 2 (two) in accordance with the said Agreements to Lease at or for the consideration and on the terms and conditions recorded therein, respectively. Copies of the said Allotment Letters and Agreements to Lease are annexed hereto and marked as **Annexure – B1 to B8**, respectively

- C. The Syndicate Bank, pursuant to obtaining necessary permissions and approvals from the concerned/ relevant authorities, caused to construct 8 buildings/ structures/ towers known as "Dhanashreya Buildings" inter-alia consisting of 212 residential units/ flats having a total built up area of 11015.70 square meters or thereabouts together with the common areas and facilities (collectively referred to as the "Buildings") on the said Larger Land or part or portion thereof, details of which are provided hereinbelow, at its own cost and expenses, more particularly described in the SECOND SCHEDULE hereunder written and obtained a Part Occupancy Certificate dated 30th June 1994 from NMMC wherein it was recorded that the development of the said Buildings on the Larger Land has been partly completed under the supervision of M/s. C.M. Belekar Architect who had inspected on 27th June 1995 and the development has been carried out in accordance with the General Development Control Regulation and conditions stipulated in the Commencement Certificate dated 3rd May 1994 and that the development is fit for residential use for which it has been carried out. A copy of the aforesaid Part Occupation Certificate dated 30th June 1994 is annexed hereto and marked as Annexure - C.
- D. Upon completion of construction of the said Buildings on the Larger Land or portion thereof, the Syndicate Bank procured an Occupancy Certificate dated 30th October 1995 from NMMC bearing No. NMMC/D-2/TPO/OC/2746/D wherein it was recorded that the development of the said Buildings has been completed on the Larger Land on 19th April 1995 under the supervision of M/s. C.M. Belekar Architect who has inspected on 6th May 1995 and the development has been carried out in accordance with the General Development Control Regulation and conditions stipulated in the Commencement Certificate dated 3th May 1994 and that the development is fit to the store that use for which it has been carried out. A copy of the aforesaid Occupation Certificate dated 30th October 1995 bearing Ref. No. NMMC/D-2/TPO/OC/2746/D is annexed hereto and marked as Annexure D.

granted lease and demised in favour of the Syndicate Bank, the said Larger Land (by way of separate lease deeds) purito the Syndicate Bank, for a period of 60 (sixty) years commencing from 15th July 1982 at or for the rentals, covenants and the terms and conditions more particularly stated under the (i) Lease Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-661 of 2000, with respect to the said First Land; (ii) Lease Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-662 of 2000, with respect to the said Second Land; (iii) Lease Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-664 of 2000, with respect to the said Third Land; and (iv) Lease

FOR CANARA BANK कृते केनरा बैक ASSISTANT SENERAL MANAGER

सहायक महा प्रबंधक Mumbai Circle Office / मुंबई अंचल कार्यालय PARTNEP

Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-663 of 2000, with respect to the said Fourth Land (hereinafter collectively referred to as the "Lease Deeds"), where-at, the said Buildings were constructed by the Lessee therein and obtained occupancy certificate in respect thereof. Copies of Index II pertaining to the said Lease Deeds are annexed hereto and marked as Annexure – E1 to E4, respectively.

- F. Pursuant to a Letter dated 28/01/2005 bearing Ref. No. CIDCO/EMS/AEO(HQ)2004 issued by CIDCO to the Syndicate Bank, CIDCO granted permission for amalgamation of the said First Land, Second Land, Third Land and Fourth Land and expansion of use subject to the terms contained therein.
- Thereafter, in exercise of the powers conferred by section 9 of the Banking G. Companies (Acquisition and Transfer of Undertakings) Act, 1970 (5 of 1970), the Central Government vide its Gazette Notification dated 4th March 2020, after consultation with the Reserve Bank of India made a Scheme named as "Amalgamation of Syndicate Bank into Canara Bank Scheme, 2020" which came into force on 01st day of April, 2020, wherein the Syndicate Bank came to be amalgamated with Canara Bank and it was inter alia recorded therein that the assets of the Transferor Bank that are immovable in nature shall, be vested in or be deemed to have been vested in the Transferee Bank, without any further act or deed done or being required to be done by the Transferor Bank or by the Transferee Bank and the Transferee Bank shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations in relation to or applicable to such immovable properties. Further, upon amalgamation of the Transferor Bank into the Transferee Bank, the surviving entity being the Transferee Bank came to be known by the name "Canara Bank" being the Assignor herein.

H. In view of the above, the Assignor became well and sufficiently entitled to and seized and possessed of the residuary leasehold rights in the said Larger Land

and the freehold rights in the said Buildings.

The said Larger Land and the Buildings are hereinafter collectively referred to as the Property = 98983/8-969

The Assignor fivited tenders for sale of its properties vide Tender Notice dated 97 method 2022 and the submission of bids were permitted till 31st March 2022 and Example was conducted on 05th April 2022, the Assignee participated in the said tender process and submitted its offer for acquisition of the said Property and it being the successful bidder, the said Assignor accepted the said tender offer of the Assignee vide its letter dated 21st April 2022 bearing Ref. No. GAW/EPC-180/GEN133/2022 for a total consideration of Rs. 297,80,73,000/- (Rupees Two Ninety-Seven Crores Eighty Lakhs and Seventy-Three Thousand Only) ("Consideration") inclusive of deduction of applicable tax deducted at source as per Income Tax Act, 1961.

FOR CANARA BANK

ASSISTANT GENERAL MANAGER सहायक महा प्रबंधक Mumbai Circle Office / मुंबई अंबल कार्यालय For TPV VENTURES LLP

PARTNER

- J. As per the terms & conditions of the aforesaid Tender Notice dated 9th March 2022, the Assignee has agreed to acquire the said Property on 'as is where is' basis vis-à-vis the physical condition thereof.
- K. Vide Letter of Change in Name dated 4th July 2022 bearing Ref. No. CIDCO/Estate-1/2022/8000161405/256, CIDCO as per the Gazette Notification No. G.S.R 155(E) dated 4th March 2022, issued by Government of India, recorded the name change from M/s. Syndicate Bank to M/s. Canara Bank. A copy of the said Letter of Change in Name dated 4th July 2022 bearing Ref. No. CIDCO/Estate-1/2022/8000161405/256 issued by CIDCO to the Assignor is annexed hereto and marked as Annexure F.
- L. Upon application made by the Assignor to CIDCO vide letter dated 1st July 2022, the CIDCO inter alia vide its Letter for NOC for Transfer dated 2nd August 2022 bearing Ref. No. CIDCO/ ESTATE 1/ 2022/ 8000164989 ("CIDCO Transfer Order") addressed to the Assignor herein, granted its NOC for transfer of the premises demised herein inter-alia permitting the Assignor to transfer and assign the right and benefits of the Assignor in respect of the said Larger Land from the Assignor to the Assignee herein subject to the terms and conditions contained therein. A copy of CIDCO Transfer Order dated 2nd August 2022 is annexed hereto and marked as Annexure G.
- M. Based on the above, the Parties are now desirous of executing this Deed for recording the terms and conditions (including the consideration and other charges) under which the Assignor shall assign cum transfer, and the Assignee shall acquire all the right, title and interest including the residuary leasehold rights of Assignor in the said Larger Land and freehold rights in the said Buildings.

- 1.1. The recitals contained bereinabove shall form an integral part of the operative part of this Deed as if the same are recorded herein in verbatim.
- 1.2. References to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Deed, from time to time be amended, supplemented, or re-enacted;
- 1.3. Words importing singular shall include plural and vice versa, and words importing the masculine gender shall include the feminine gender;
- 1.4. The captions and headings are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written there-under and shall not be used in and shall not affect the construction and interpretation of this Deed;

1.5. Terms and words beginning with capital letters and defined in this Deed

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shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/ Schedule and used therein shall have the meaning ascribed thereto in Annexure/ Schedule;

- 1.6. Words "include" and "including" are to be construed without limitation;
- 1.7. Any reference to "day" shall mean reference to a calendar day; any reference to "month" shall mean reference to a calendar month;
- 1.8. Annexure Plans and Schedules to this Deed form an integral part of this Deed and will be in full force and effect as though they were expressly set out in the body of this Deed;
- 1.9. Reference to this Deed or any other agreement, deed, instrument, or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended;
- 1.10. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexures in this Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Schedules, Annexures of or to this Deed;
- 1.11. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Deed is not a business/ working day, then the period shall run until the end of the next business/ working day;
- 1.12. Wherever in this Deed provision is made for giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report or determination by any Party and/or expert unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, consent, information or report of determination shall be in writing distribution.

experimental behalf.

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13 Unless otherwise provided, any interest to be calculated and payable under this Deed shall accrue of amonthly basis and from the respective due dates

जिल्हा ठाके provided for in this Deed, and

1.14. Any word or expression used in this Deed shall unless defined or construed in this Deed, bear its ordinary English meaning.

2. ASSIGNMENT CUM CONVEYANCE OF THE SAID PROPERTY

 In pursuance of the said agreement and in consideration of the full lumpsum consideration of Rs.297,80,73,000/- (Rupees Two Ninety-Seven Crores

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Eighty Lakhs and Seventy-Three Thousand Only) subject to deduction of applicable Tax Deducted at Source as per Income Tax Act, 1961 (i.e. the Consideration) paid by the Assignee to the Assignor on or before execution of these presents in the manner set out in Clause 3 below (the payment and receipt whereof the Assignor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Assignee forever), the Assignor doth hereby assigns and transfers in favour of the Assignee, on an 'as is where is' basis vis-à-vis the physical condition thereof, all its right, title and interest in the (i) Lease Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-661 of 2000, (ii) Lease Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-662 of 2000, (iii) Lease Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-664 of 2000 and (iv) Lease Deed dated 21st February 2000, registered with the Office of the Sub Registrar of Assurances at Mumbai under Serial No. BBM-663 of 2000 (hereinafter collectively called as "Lease Deeds") including leasehold rights in all that piece and parcel of land being (a) Plot No. 28 by admeasurement 1850.00 square meters or thereabouts, (b) Plot No. 29 by admeasurement 1850.00 square meters or thereabouts, (c) Plot No. 32 by admeasurement 1850.00 square meters or thereabouts and (d) Plot No. 33 by admeasurement 1850.00 square meters or thereabouts, all located in Sector 17 of the layout of land situated, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Rechstral 6(3) hane and Registration District Thane, admeasuring in aggregate 7400,00 square meters or thereabouts (collectively referred to as the said "Larger Land") Thore particularly described in First Schedule hereunder written together with all its right, title and interest including the hold rights in the building structures known as "Dhanashreya Buildings "Inter-alia consisting of 212 residential units/ flats comprising in 8 towers standing the reon and having a total built up area of 11015.70 square meters of shereathouts together with the common areas and facilities on the said Larger Land as per Occupancy Certificate dated 30th October 1995 issued by NMMC bearing No. NMMC/D-2/TPO/OC/2746/D (collectively referred to as the said "Buildings") and more particularly specified in the Second Schedule hereunder written (the said Land and the Buildings are hereinafter collectively referred to as the "Property") which shall devolve upon the Assignee who shall hereinafter hold the said Property free from all liability, claims or demands in respect of breaches, if any, of the covenants contained in the Lease Deeds or otherwise arising thereunder and to the use and benefit of the Assignee absolutely TOGETHER WITH all the rights, privileges, benefits directly and/or indirectly attached to the said Property including the maximum permissible floor space index for development purposes AND all the estate rights, titles and interests, easements, appurtenances belonging to the Assignor together with all the benefits of the earlier Agreements to Lease and the Lease Deeds in respect of the said Property AND ALSO together with all the singular houses, outhouses, edifices, buildings, courtyard, ways,

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compounds, passages, water courses, sewers, ditches, drains, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances thereof whatsoever to the said Property or any part thereof belonging to or in anywise appertaining to or with the same or any part thereof now or at any time hereto before usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto AND ALSO together with all the deeds documents, writings, vouchers and other evidences of title relating to the said Property or any part thereof AND ALL the estate, right, title, interest and inheritance, possession, property, benefit, claim and demand whatsoever both by law and in equity of the Assignor into, out of or upon the said Property or any part thereof for all the residue now unexpired of the term of 60 (sixty) years granted by and under the Lease Deeds with respect to the said Larger Land at the ground rents and other charges provided therein reserved and TO HAVE AND TO HOLD the rights in the said Property hereby granted, conveyed, released, transferred, assigned or intended so to be with its and every of its right and appurtenances unto and to the use and benefit of the Assignee for the residue of the period of 60 (sixty) years subject to payment of all rents, taxes, assessments, rates, dues and duties now payable upon the same or which may hereafter become payable in respect thereof to the concerned municipal corporation, CIDCO or to the Government of Maharashtra or any other Government Body/Agency/Local Body etc. and the Assignor shall and will from time to time and at all times hereafter at the request of the Assignee do and execute and cause to be done and executed all such further and lawful acts, deeds, things whatsoever for better and more perfectly and absolutely assigning and transferring the rights in the Property hereby assigned unto and to the use of the Assignee in the manner aforesaid as requested by the Assignee SUBJECT TO due observance and performance of the covenants and provisions contained in the said Lease Deeds on the part of the Assignee, its successors and assigns to be observed and performed AND ALSO THAT the Assignor doth hereby declare and covenant with the Assignee that notwithstanding any act, deed, matter or thing whatsoever by the

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Assignor (or its predecessors in title) or any persons or persons lawfully or equitably claiming from, through or under or in trust for the Assignor made, done, committed or knowingly suffered to the contrary, the hereinhefore recited Lease Deeds are now good and effectual lease in law of the said Larger Land described in the First Schedule hereunder written and hereby assigned or expressed so to be as and has not been terminated or forfeited or surrendered or become void or voidable and that the rent, covenants and conditions by and in the Lease Deeds reserved and contained have on the Assignor part been duly paid, observed and performed upto the date of these presents and the Assignor do further covenants with the Assignee that notwithstanding any such act, deed or thing as aforesaid the Assignor now has in itself good right, full power and absolute authority to sell, convey, assign and transfer the said Property hereby sold, assigned and transferred as aforesaid or intended or expressed so to be UNTO the Assignee AND the Assignee shall and may at all times hereafter during the said term to peaceably and quietly hold, possess and enjoy the said Property hereby assigned or expressed so to

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be with their appurtenances and receive the rents and profits thereof for its own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Assignor or by any persons or person lawfully or equitably claiming or to claim by from or under the Assignor and that free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Assignor well and sufficiently saved, defended and kept harmless from and against all estates, titles, charges and/ or encumbrances whatsoever had, made, executed, occasioned or suffered by the Assignor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for the Assignor AND the Assignor has simultaneously with the execution and registration hereof put the Assignee in quiet, vacant and peaceful possession of the said Property TOGETHER WITH the right to get the said Property transferred to the name of the Assignee in the land revenue records and governmental records including CIDCO records AND TO HAVE AND TO HOLD the said Larger Land unto the Assignee as the sole and absolute lessee thereof together with the right to hold the said Buildings as the sole and absolute owner thereof at all times AND that it shall be lawful for the Assignee from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possessiand enjoy the said Property hereby granted, transferred and assigned with its apportenances from all C encumbrances and reasonable doubts. 98983 198-96

3. CONSIDERATION

3.1. On or before execution hereof, the Assignee has paid to the Assignor, a sum of Rs.297,80,73,000/- (Rupees Two Ninety Seven Crores Eighty Lakh Seventy Three-Thousand Only) (hereinafter referred to as the "Consideration") subject to deduction of Rs.2,97,80,730/- (Rupees Two Crore Ninety Seven Lakh Eighty Thousand Seven Hundred & Thirty Only) towards applicable TDS as per the provisions of Income Tax Act, 1961 being the entire consideration payable by the Assignee to the Assignor for the assignment and transfer of the residuary leasehold rights in the said Larger Land and conveyance/ transfer of freehold rights in the said Buildings (the payment and receipt whereof the Assignor doth hereby admits and acknowledges and of and from the same and every part thereof doth hereby acquit, release and discharge the Assignee forever).

3.2. It is understood and clarified between the Parties that the above Consideration is apportioned towards (i) acquisition of inter alia the leasehold residuary rights in the Larger Land and other rights/ entitlements under the Lease Deeds, and (ii) acquisition of freehold rights in the said Buildings in the following manner, which has been arrived at pursuant to the ready-reckoner valuation certificate dated 18/05/2022 issued by Office of the Sub Registrar of Assurances (copy of certificate dated 18/05/2022 is annexed and marked hereto as "Annexure - H", accordingly the Consideration apportioned is as follows: -

 Rs.56,09,20,000/-(Rupees Fifty Six Crores Nine Lakhs Twenty Thousand Only) towards assignment of the residuary leasehold

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right, title, and interest in respect of the Larger Land and other rights/ entitlements under the Lease Deeds; and

3.2.2. Rs.241,71,53,000/-(Rupees Two Hundred Forty One Crores Seventy One Lakhs Fifty Three Thousand Only) towards transfer and conveyance of the freehold right, title, and interest in respect of the Buildings standing on the Larger Land.

4. COMPLETION OF ASSIGNMENT CUM CONVEYANCE

- 4.1. The Parties have completed the transaction as contemplated herein.
- 4.2. The Assignor has on execution hereof handed over quiet, vacant, and peaceful possession of the said Property together with the right to get the said Property transferred to the name of the Assignee in the land revenue records and the government and municipal records and authorities including CIDCO.

The Assignor hereby represents and declares to the Assignee that (i) the Assignor is fully empowered to enter into this Deed and to perform its obligations hereunder, and this Deed has been duly executed and delivered by the Assignor as may be

5. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

required, and constitute a legal, valid and binding obligation of the Assignor and enforceable against the Assignor in accordance the terms contained herein; (ii) the Assignor is the sole and absolute lessee/ holder of the said Property, and the Property is in the Assignor's absolute, unrestricted, unhindered, unobstructed, physical possession. The title of the Assignor to the said Property is free, clear and marketable and free from all encumbrances including charge, lien, mortgage, etc.; JOINT SUPPLEMENT THE UNITED ASSIGNED OF DESIGNED OF DESIGNED ASSIGNED OF DESIGNED OF DESIG part thereof; (v) All original title deeds in relation to the Property are in the custody of the Assignor and there are no other original title deeds or documents in possession of er central of the Assignar in respect of the said Property or portion "thereof other than which are risted at Annexure - I attached herewith; (v) as on or date there is no outstanding rent due and/or payable by the Assignor to the VIST. THE DEO as per the terms of the Lease Deeds and the Lease Deeds are valid and effectual. The Assignor further declares that it has not received any written notice from CIDCO with respect to termination or cancellation of the Lease Deeds and there are no claims, disputes and/ or differences pending by and/ or between Assignor and/ or CIDCO and/ or any other competent authority with respect to the said Property; (vi) the Assignor declares that it has not received any written notice, letter or demand of any nature whatsoever from any governmental authority including CIDCO and NMMC stating that there is any breach or violation of the terms of the Occupancy certificates (part/ full) and other permissions granted in respect of the Buildings or any part thereof; (vii) the Assignor has made payment of all amounts due and/or payable to CIDCO/NMMC in terms of the documents under which the said Larger Land has been acquired on lease and as on date there is no outstanding or arrears of ground rent lease in this regard; (viii) the

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Assignor declares that there is no prohibitory order or order of attachment of/ by any court, department of Income Tax / GST for taxes or of any department of the Government, Central or State or Local Body, Public Authority for taxes, levies, cesses, excise, customs, duties, penalties, interests, etc. with respect to or affecting the Property or any part thereof in any manner whatsoever. The Assignor further declares that there are no proceedings initiated of/ by any department of Income Tax /GST for taxes or of any department of the Government, Central or State or Local Body, Public Authority for taxes, levies, cesses, excise, customs, duties, penalties, interests, etc. with respect to the Property or affecting the transfer/ assignment of the Property; (ix) that no suits, proceedings or arbitrations have been initiated under any law for the time being in force and/or are pending before any person, court, authority or tribunal in which an award, order or decree is passed or is likely to be passed which may result in the attachment and/or sale of the said Property and/or any part thereof nor does the Assignor has any reasonable apprehension of any event or circumstances likely to give rise to or result in such suit, proceeding or arbitration. No party has made any claim or demand, of any nature whatsoever in, to, upon or in respect of the said Property or any part thereof; (x) there is no injunction or any other prohibitory order or any attachment order from any Court appointing Court Receiver, Tribunal, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Assignor from dealing with the said Property or entering into these presents; (xi) all the outgoings in respect of the said Property by way of taxes, rates, assessment, electricity bills, ground rent, collector charges, CIDCO charges, municipal charges, and other charges relating to the said Property till date hereof has been satisfactory discharged and paid by the Assignor and hereafter the same shall be borne and paid by the Assignee, and (xii) the said Property is not subject to any lis pendens of attachment, either before of after judgment, or any other immediment of like nature. 98983

6. COVENANTS AND UNDERTAKINGS OF ASSIGNEE

6.1. The Assignee hereby companies and undertakes that (i) the Assignee shall perform, observe and bound by all the terms and conditions of the said Lease Deeds; and (ii) the outgoings in respect of the said Property by way of taxes, rates, assessment, electricity bills, ground rent, collector charges, CIDCO charges, municipal charges, and other charges relating to the said Property till date hereof has been satisfactory discharged and paid by the Assignor and hereafter from the execution hereof, the same shall be borne and paid by the Assignee.

6.2. Pursuant to the aforesaid CIDCO Transfer Order, the Assignee hereby agrees not to sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said Plot No. 28, Plot No. 29, Plot No. 32 and Plot No. 33 save and except with the previous written permission of the CIDCO and which permission shall not be refused if the Assignee performs or is willing to perform the conditions as provided under the said CIDCO Transfer Order, that is to say –

6.2.1. The Assignee agrees to pay CIDCO, the necessary transfer charges for any such future transfer.

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