

Flat no 102



GRN	MH00606411214158	Doc Code	26/02/2015-17:53:53	Form ID	25.2
Department	Deface Number Of Registration		AMOUNT	27/02/2015	
Type of Payment	Deface Number 0003833673201415		Payor Details		
(Amt. in words: Four Lakh Seventy Five Thousand Rupees Only)			TAX ID (If Any)		
Sale of Non Judicial Stamps SoS Mumbai only			PAN No. (If Applicable)		
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name	M/S. ANKIT GEMS PRIVATE LIMITE	
Location	MUMBAI			D	
Year	2014-2015 One Time		Flat/Block No.	FLAT NO. 102 PADMAVATI SPRINGS	
Account Head Details		Amount In Rs.	Premises/Building		
0030045501 Sale of NonJudicial Stamp		475000.00	Road/Street	578.17 Sq. feet Carpet area	
			Area/Locality	Kallina Santacruz Mumbai	
			Town/City/District		
			PIN	4 0 0 0 9 8	
			Remarks (If Any)	PAN2--PN=M/S. PADMAVATI BUILDCON--CA	
				<div style="border: 1px solid black; padding: 5px; text-align: center;">             बंदर - १५              १७१२ १ ६०              २०१५           </div>	
			Amount In	Four Lakh Seventy Five Thousand Rupees Only	
Total	475000.00		Words		
Payment Details	IDBI BANK		FOR USE IN RECEIVING BANK		
Cheque/DD Details		Bank CIN	REF No.	69103332015022613881	58208391
Cheque/DD No			Date	26/02/2015-17:56:50	
Name of Bank	Validity unknown		Bank-Branch	IDBI BANK	
Name of Branch	Digitally signed by VIRTUAL TREASURY		Scroll No. , Date	100 , 27/02/2015	

Mobile No. : Not Available

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Reason: Stamp

Document

Location: India

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D.R. Gofadia



महाराष्ट्र शासन-नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2014

१. दस्ताचा प्रकार : कश. २०१४/१५ अनुच्छेद क्रमांक : २५
२. सादरकर्त्याचे नाव : मे. प्रो. वि. डी. प्रो. वि.
३. तालुका : अ. प्रो. वि.
४. गावाचे नाव : कोल्हापूर
५. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिमभूखंड क्रमांक : ५०९३१५
६. मुल्य दरविभाग (झोन) : ३९ उपविभाग : १०२
७. मिळकतीचा प्रकार : खुली जमीन निवासी कार्यालय दुकान औद्योगिक
- प्रति चौ. मी. दर : १.५२९००
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ : ६४.४८ चौ. मी. बिल. ४५
९. कारपार्किंग : गच्ची पोटाळा : गच्ची
१०. मजला क्रमांक : पटिवर उदाहन सुविधा : आहे/नाही
११. बांधकाम तारीख : १९९९ बांधकामाचा प्रकार : आरसीसी/इतर पक्के/अर्ध पक्के/कच्चे
१२. बाजारमुल्य तक्त्यातील मार्गदर्शक सूचना क्र. ६४.४८ x १.५२९०० = ९९,६३,०००/- ज्या अन्वये दिलेली घट/वाढ
- ६४.४८ x १.५२९०० = ९९,६३,०००/-
१३. निर्धारित केलेले बाजारमुल्य : रु. ९९,६३,०००/-
१४. दस्तामध्ये दर्शविलेला मोबदला : रु. ९९,००,०००/-
१५. देय मुद्रांक शुल्क : रु. ४,७५,०००/- भरलेले मुद्रांक शुल्क रु. ४,७५,०००/-
१६. देय नोंदणी फी : रु. १०,०००/-

लिपिकः



सह दुय्यम निबंधक

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Department		Inspector General Of Registration		Payor Details			
Type of Payment		Registration Fees		TAX ID (If Any)			
		Ordinary Collections IGR		PAN No. (If Applicable)			
Office Name		BDR4__JT SUB REGISTRAR ANDHERI 2		Full Name		M/S. ANKIT GEMS PRIVATE LIMITED	
Location		MUMBAI					
Year		2014-2015 One Time		Flat/Block No.		FLAT NO. 102 PADMAVATI SPRINGS	
Account Head Details		Amount In Rs.		Premises/Building			
0030063301 Amount of Tax		30000.00		Road/Street		578.17 Sq. feet Carpet area	
				Area/Locality		Kalina Santacruz Mumbai	
				Town/City/District			
				PIN		4 0 0 0 9 8	
				Remarks (If Any)			
				PAN2=-PN=M/S. PADMAVATI BUILDCON-CA			
Total		30000.00		Amount In Words		Thirty Thousand Rupees Only	
Payment Details		IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque/DD No.				Bank CIN		REF No.	
				69103332015022613955		58207035	
Name of Bank				Date		28/02/2015-18:05:49	
Name of Branch				Bank-Branch		IDBI BANK - 24	
Mobile No. : Not Available				Scroll No. , Date		Not Verified with Scroll 50	
						7089	

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*D.R. G. G. G. G.*

Cheque/DD No. 24  
Name of Bank State Bank of India  
Name of Branch Wardha  
Mobile No. : Not Available

D.R. Gadia



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## AGREEMENT

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ARTICLES OF AGREEMENT is made and entered into at Mumbai this 27<sup>th</sup> day of Feb in the Christian Year Two Thousand Fifteen

## BETWEEN

**M/S PADMAVATI BUILDCON**, a registered partnership firm under the provisions of Indian Partnership Act- 1932 and having its registered office address at 2<sup>nd</sup> floor, 8/2044, Sayaji Vaibhav, Liabrary Shopping Centre, Liabrary Road, , Distrit navsari - 396 445, State of Gujarat , hereinafter referred to as "**THE DEVELOPERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its partners, partner of the firm, the survivors or survivor of them, the heirs, executors, administrators, and assigns of the survivor) of the **ONE PART**

M/S PADMAVATI BUILDCON <i>D.R. 2</i>	ANKIT GEMS PVT. LTD. <i>Pa</i>
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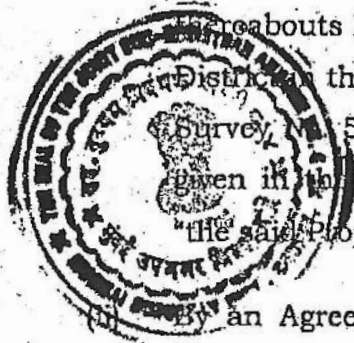


AND

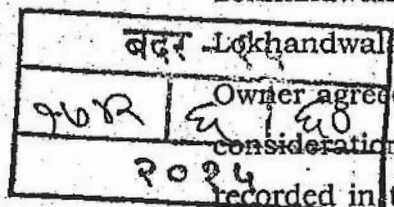
**M/S. ANKIT GEMS PRIVATE LIMITED**, a company registered under the Companies Act, 1956 vide Registration No. U36912MH2011PTC216778 Dated 27/04/2011 and having its Registered office at DW-6251 & DW-6252, Bharat Diamond Bourse, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 represented by its authorized Director **PARVA V. SHAH**, residing at 504, Jeevan Vihar, 5 Manav Mandir Road, Malabar Hill, Mumbai-400006 hereinafter referred to as **"the PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **OTHER PART**;

**WHEREAS :**

- (i) Dr. Mario B. Barreto (hereinafter called the "Original Owner"), by and under a Deed of Conveyance dated 31.01.1953 acquired and purchased Plot No. VI of Private Scheme, together with the right to use the play ground, being Plot No. XII of the Private Scheme in the approach Road, Plot No. XIII and which Deed of Conveyance is registered on 07.02.1953 and as such the said Original Owner was seized and possessed or otherwise well and sufficiently entitled to all that plot of land bearing Plot No. VII of Survey No. 313, Hissa No. 6, and 15 (part) admeasuring about 1002 sq. yards equivalent to 837.80 Square Meters . or thereabouts lying being and situated at Kole-Kalyan Mumbai Suburban District in the Registration Sub-District of Bandra and now bearing City Survey No. 5013 F, more particular description of the said Property is given in the Schedule hereunder written and for brevity's sake called **"the said Property"**;

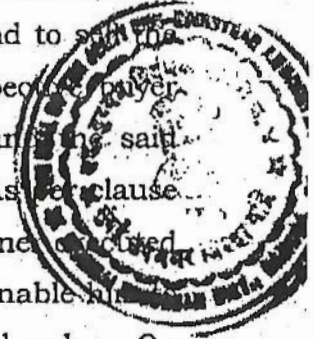


By an Agreement dated 13.10.1978 made between the said Original Owner, therein called the "Vendor" of the one Part and Salim Peerbhai Lokhandwala (hereinafter for brevity's sake called "the said Lokhandwala") therein called the "Purchaser" of the Other Part, the said Owner agreed to sell the said property to the said Lokhandwala for the consideration and on the terms and conditions more particularly recorded in the said Agreement. As per the suggestion and request of the said Lokhandwala the Original Owner informed the Ministry of Urban and Land Development, Government of Maharashtra seeking permission to construct a building for the proposed Housing Co-

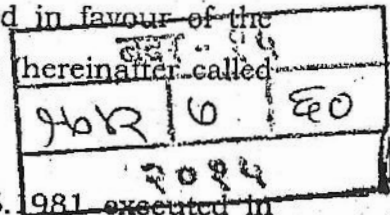


mentioned in the said order. One of the conditions mentioned in the said order was that the said Land could be used for transferring it by way of sale to the proposed Co-operative Housing Society Ltd., consisting of Purchaser/s as mentioned in the Schedule - II of the said Order for enabling it to commence construction of residential building subject to the Building Regulations of Greater Mumbai, M.C.G.M. and Town Planning Rules and other statutory regulations. Clause 2 of the said Order provided that the Co-operative Housing Society should make full utilization of the said land so exempted for the purposes aforesaid, by constructing on the land building occupying total plinth area according to the permissible FSI in the manner set out therein.

- (iii) Accordingly, the Original, as per the said Agreement dated 13.10.1978 in favour of the said Lokhandwala permitted the said Lokhandwala to carry out the work of construction on the said property and to sell the residential flats and/or flats and/or garages to the prospective buyer and purchasers in the name of the said Lokhandwala and the said Owner also executed a Conveyance of the said property. As per clause 14 of the said Agreement dated 13.10.1978 the Original Owner executed a Power of Attorney in favour of the said Lokhandwala to enable him to get the building plans approved by MCGM as per the said order. On 20.12.1971 the Original Owner executed an Irrevocable Power of Attorney in favour of said Lokhandwala for the said purposes.



- (iv) The said Agreement dated 13.10.1978 was executed in favour of the said Lokhandwala on behalf of M/s. Trio Developers (hereinafter called the "said Developers");



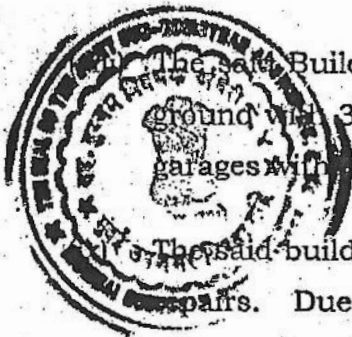
- (v) The said Developers by an Agreement dated 01.06.1981 executed in favour of Shri S.P. Lokhandwala acting in his capacity as the Chief Promoter of the proposed Neo Lokhandwala CHS Ltd., and therein called the Purchaser of the Other Part, the said Developers in pursuance to the permission granted by the Competent Authority under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 agreed to obtain the Conveyance of the said property under Section 27 of the said Act, and to

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construct and complete the building of ground with 4 upper floors consisting of 17 flats and as per the sanctioned plans, IOD and Commencement Certificate issued by the M.C.G.M. and after having constructed sold the said Tenements to the prospective Buyers and Purchasers on what is popularly known as on "Ownership Basis". In pursuance to the application for registration of the Society made on 27.03.1980 by all the Flat/Garage Purchasers the Society known as Neo Lokhandwala Co operative Housing Society Limited, has been formed and registered under the provisions of The Maharashtra Co-operative Societies Act, 1960, bearing Registration No.BOM./HSG./H (East)/ 6679 dated 23<sup>rd</sup> June, 1981, (hereinafter called the "said SOCIETY");

- (vi) Subsequently Society called for General Body Meeting and in the said General Body Meeting all the 17 Purchaser(s) / Member (s) of the Flats in the Society unanimously selected M/s. Padmavati Buildcon as the Developers for the Redevelopment of the Society property and to sell Flats to the Developers by some of the Flat Owners;
- (vii) The Developers have procured the Deed of Conveyance dated 13<sup>th</sup> December, 2010 from the said Original Owner of the said Property with the structure standing thereon in favour of Shri Jayesh Babubhai Parikh (hereinafter called "the OWNER"), which is duly registered with Sub-Registrar Andheri-3, M.S.D. (Bandra) under Serial No.BDR-9 / 12768 /2010 dated 13<sup>th</sup> December, 2010 ;



The said Building was constructed in the year 1978 and comprising of ground with 3 upper and Fourth (part) and consisting of 17 flats and 4 garages without any lift;

The said building being old and not properly maintained required heavy repairs. Due to short of finance and knowledge in the construction activity, all the Purchaser/s of the Society unanimously agreed to go for re-development of the said property by demolishing of the existing structure and by putting up a new building on the said Property;

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The Special General Body Meeting of the Society held on 15<sup>th</sup> December 2010, the Purchaser/s (mentioned in Annexure "A") decided that they can demolish the existing building and construct a new building thereon by consuming the potential F.S.I. of the said Plot of

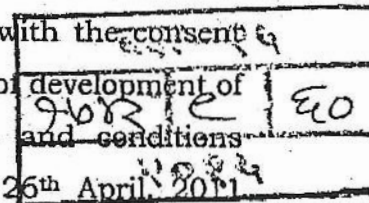
property by putting up a new building upon utilization of the TDR/FSI of the said Property itself as well as utilization of the TDR/FSI as permissible under the Development Control Regulations for Greater Mumbai, 1991;

(xi) The Society, finally in the Special General Body Meeting held on 15<sup>th</sup> December 2010 appointed the Developers and permitted the Developers to go ahead with the said development and also to sign the required documents. The Society decided to entrust the work of development of the said property to the Developers subject to various terms, conditions and accordingly, decided to sign and execute the Development Agreement with Irrevocable Power of Attorney in favour of the Developers wherein the Developers were required to carry out and/or fulfill various obligations, including sanctioning of the building plans, obtaining of the TDR/FSI;

(xii) The Society have therefore, agreed to transfer their respective entitlements of TDR/FSI to the Developers in the manner set out herein and as such, the parties have desired to enter into this Development Agreement with Irrevocable Power of Attorney in the manner appearing hereinafter;



(xiii) By and under a Development Agreement dated 26<sup>th</sup> April, 2011 made between the said Society of the First Part, the said Shri Jayesh Babubhai Parikh therein called the Owner of the Second Part and the Developers herein of the Third Part, the Society has with the consent and confirmation of the said Owner granted the rights of development of the said property to the Developers on the terms and conditions recorded in the said Development Agreement dated 26<sup>th</sup> April, 2011 which is duly registered with the Sub-Registrar at Andheri - I under Serail No. BDR-1 /04731 / 2011 dated 27<sup>th</sup> April, 2011 ;



(xiv) Thus, as per the said Development Agreement the Developers undertook the redevelopment of the said property and agreed to provide the additional area, corpus amount, rent/compensation during transit

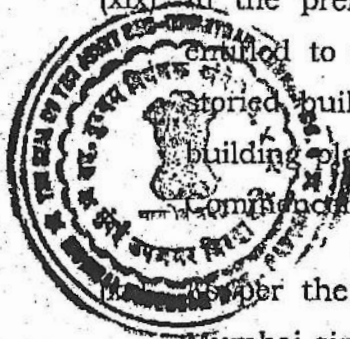
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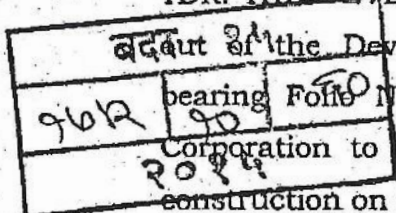
period and on the terms and conditions recorded therein. The said Agreement is valid, subsisting binding and in full force.

- (xv) The Developers herein as such is entitled to sell the AREA coming to their Share (the Developers' entitlement) area in the Building under Construction after providing (accommodating) to the existing Members of the Society on what is popularly known as Ownership Basis.
- (xvi) In pursuance to the aforesaid Development Agreement by the Society to the Developers, , the Developers herein engaged the services of the Architects for the preparation of the structural designs and drawings of the Buildings to be constructed for the Residential purposes;
- (xvii) Accordingly, the Developers also entered into Standard Agreements with the said Architect registered with the Council of Architects and such Agreement being the Agreement prescribed by the Council of Architects;
- (xviii) The Building Plans submitted by the said Architects are duly sanctioned/approved by the MCGM under File No. C.E./W.S./0482/H/337 and the Corporation issued Intimation of Disapproval (I.O.D.) dated 27.04.2012 and the Commencement Certificate dated 11.06.2012. The copies of the said IOD and Commencement Certificate are annexed hereto;

- (xix) In the premises that have happened, the Developers have become entitled to develop the said property and to construct a new multi-storied building for the residential purposes in accordance with the building plans duly sanctioned by the MCGM and as per the IOD and Commencement Certificate granted by the Corporation;



Under the said Development Control Regulations, 1991 for Greater Mumbai since the Developers are in a position to utilize FSI by way of TDR. THE DEVELOPERS purchased FSI/TDR of 837.6 Square Meters.



the Development Rights Certificate (DRC) dated 11.11.2011 bearing Folio No. SRA/968/ Const and got the permission from the Corporation to utilize and/or load the same on the Building under construction on the said property.

- (xxi) Thus, in the premises that have happened, the Developers became

(xxii) The Developers as such have commenced the construction of the new multi-storied building for the residential purpose and have contemplated in selling the premises such as Flats etc. to the prospective buyers and purchasers on what is popularly known as "OWNERSHIP BASIS" after providing to the (accommodating) existing Members of the Society, The Developers Area on what is popularly known as on Ownership Basis;

(xxiii) The Purchaser has approached the Developers and informed that the Purchaser is desirous of acquiring and/or purchasing one Residential Flat No.102 on the 1st Floor in the building construction whereof is substantially completed and to be known as "PADMAVATI SPRINGS";

(xxiv) The Purchaser demanded from the Developers and the Developers given full free and complete inspection to the Purchaser of the documents of title relating to the said property, the relevant orders, approved plans, designs and specifications and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoter of Construction, Sale, Management and Transfer) Act, (hereinafter called "the said Act") and the Rules Framed thereunder;

(xxv) The Developers have also annexed hereto the copies of the following documents:-

Sr.No.	Nature of Documents	Annexures
1.	Certificate of the title issued by the Advocate & Solicitor	A
2.	Property Card	B
3.	Order dated 21.07.1979 under Urban Land (Ceiling and Regulation) Act, 1976	C
4.	Sketch of Layout plan	D
5.	Sketch of Flat	E

M/S PADMAVATI BUILDCON D.R.2	ANKIT GEMS PVT. LTD. P.S.
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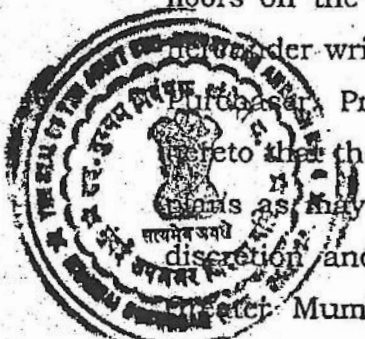


(xxvi) The Purchaser after verifying the aforesaid is satisfied of the correctness and validity thereof and after full satisfying the Purchaser has agreed to purchase from the Developers, and as such has agreed to acquire and purchase the **Flat No. 102** on the **1st Floor** in the said Building to be known as **"PADMAVATI SPRINGS"** admeasuring **578.17 SQUARE FEET CARPET AREA** which area is inclusive of FUNGIBLE AREA equivalent to **53.71 Square Meters** . for the total consideration of **Rs. 95,00,000/- (Rupees Ninety Five Lacs only)** along with requisite amount towards the payment of Service Tax, VAT and any other taxes and/or expenses to be levied by the Competent / Appropriate authority;

(xxvii) The Purchaser have already paid to the Developers an aggregate sum of **Rs.90,00,000/= (Rupees Ninety Lakhs Only)** being amount equivalent to **94.736 %** of the part consideration and requested The Developers to execute this Agreement in favour of the Purchaser concerning the sale of the Residential Flat in the said Building and to which the Developers have agreed to do so on the terms and conditions set out hereinafter.

NOW KNOW YE AND THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. The Developers have substantially completed and as such shall complete the construction of the buildings consisting of Ground and 12 Upper floors on the said Property more particularly described in the Schedule hereunder-written. The plans specifications are seen and approved by the Purchaser. Provided however, it is agreed by and between the parties hereto that the Developers shall be entitled to vary and/or modify the said plans as may be considered necessary by the Developers in their sole discretion and/or as may be required by the Municipal Corporation of Greater Mumbai and/or other authorities without the consent of the Purchasers provided that the Developers shall inform in writing to the Purchaser in respect of such variations or modifications which may adversely affect the premises agreed to be sold to the Purchasers. The Purchaser is fully satisfied that it is also possible to construct additional floors on the said property by reasons of various factors, such as benefits of set back Road, including F.S.I. in lieu of Transfer of Development Rights, benefits of fungible area or for any other Rules and Regulations that may be framed or enacted by the local bodies or the authorities. The Purchaser



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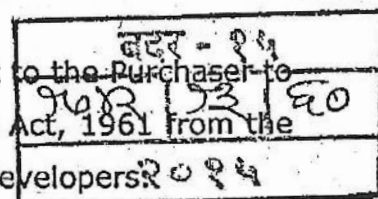


inclusive of fungible area (the said Flat is for the sake of convenience hereinafter referred to as "THE SAID FLAT") bearing No. 102 on 1st floor (as is shown in the plan hereto annexed) in the Building to be known as a "PADMAVATI SPRINGS"

3. The Purchaser has agreed to pay sum **Rs. 95,00,000/- (Rupees NINETY FIVE LACS ONLY )** as the total Purchase price of the said Flat, admeasuring **578.17 Square Feet of CARPET AREA** which area is inclusive of fungible area and PRIOR TO EXECUTION OF THESE PRESENTS OUT OF SAID CONSIDERATION AMOUNT the Purchaser have paid sum of Rs. 90,00,000/= (Rupees Ninety Lakhs Only) as a part consideration in favour of the Developers and other Government Contributions towards Services Taxes, V.A.T. or any other Contributions (for which the Purchaser propose to apply and avail of Bank Finance or Finance through other sources) and shown his willingness to pay within 7 DAYS of the Developers sending Letter (Demand) to the Purchaser at the address furnished hereinabove.

4. As the Developers is an Indian resident, the Purchaser are liable to deduct tax @1% on the total consideration for the transfer of the said Flat and pay the same to the Income Tax Department as per provisions of Section 194 - IA of the Income Tax Act 1961. The Purchaser shall provide the certificate of deduction of tax at source in Form No.16 B to the Developers.

5. The Developers hereby declares to give their consent to the Purchaser to deduct the tax @ 1% u/s 194-IA of the Income Tax Act, 1961 from the total consideration payable by the Purchaser to the Developers



6. The Developers hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter in relation to the said building and shall before handing over possession of the said Flat to the Purchasers as hereinafter

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provided obtain from the concerned local authority occupation and/or completion certificate in respect of the said Residential Flat t.

7. The Developers hereby declare that the Floor Space Index available in respect of the said property is 837.67 Square Meters. only and that no part of the said floor space index has been utilised by the Developers elsewhere for any purpose whatsoever. In case the said Floor Space Index has been utilized by the Developers elsewhere, then the Developers shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilization of said floor space index by him. In case while developing the said Property the Developers has utilized any floor space index of any other land or property by way of floating floor, space index, then the particulars of such floor space index shall be disclosed by the Developers to the Flat Purchaser. The residual F.A.R. (FSI) in the plot or the layout not consumed will be available to the Developers.

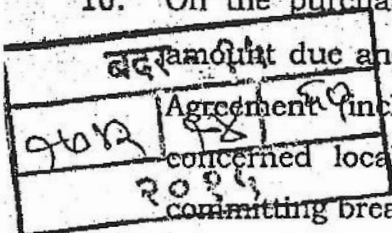
8. The Purchaser admits and confirms that the Developers have informed him of the Developers ' desire to use and utilise the FSI in lieu of Transfer of Development rights as per the Development Control Rules 1991 as also the fungible area and the elevation area to be utilised and consumed in the proposed building to be constructed and to sell the same by way of tenements to the prospective purchasers on similar to the terms and conditions appearing in these presents.

9. The Purchaser agree to pay to the Developers interest at TWENTY FOUR PERCENT. PER ANNUM on all the amounts which become due and payable by the Purchaser to the Developers (i.e. within 7 DAYS OF THE DEMAND (LETTER) in the manner described hereinabove under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developers in term of Letter / Intimation / Demanded by the Developers.

10. On the purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Developers under this Agreement (including their proportionate share of taxes levied by the concerned local authority and other outgoings) or on the Purchasers committing breach of any of the terms and conditions herein contained, the

Developers shall be entitled at their own option to terminate agreement, by

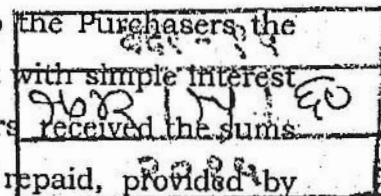
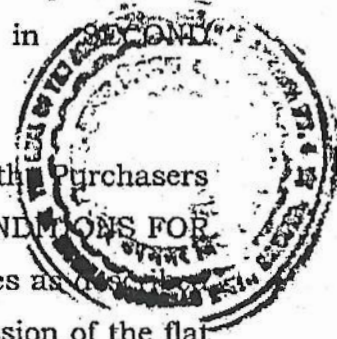
serving Legal Notice of their intention to do after SEVEN DAYS





terminate the agreement and default shall have been made by the Purchasers in remedying such breach or breaches within a reasonable time after giving of such notice.

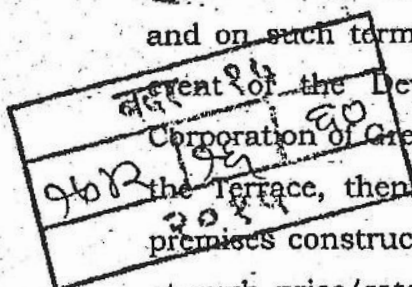
12. Provided further that upon termination of this agreement as aforesaid, the Developers shall refund to the Purchaser the installments of sale price of the flat which may till then have been paid by the Purchasers to the Developers but the Developers shall not be liable to pay to the Purchasers any interest on the amount so required to be refunded and upon termination of this agreement and refund of aforesaid amount by, the Developers shall be at liberty to dispose of and sell all the Flat (in Particular said Flat) to such person and at such price as the Developers may in their discretion think fit.
13. The fixtures, fittings and amenities to be provided by the Developers in the said building and the flats are those that are set out in SCHEDULE annexed hereto.
14. The Developers shall give physical possession of the flat to the Purchasers on or before 31st day of December 2016 (SUBJECT TO CONDITIONS FOR BALANCE OF AGREED CONSIDERATION and Other Charges as described hereinabove. If the Developers fail or neglect to give possession of the flat to the Purchaser on account of reasons beyond their control as per the provision of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Developers shall be liable, on demand the refund to the Purchasers, the amount already received by them in respect of the flat with simple interest at nine percent per annum from the date the Developers received the sums till the date, the amounts and interest thereon is repaid, provided by mutual consent if section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator.
15. Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of :



M/S PADMAVATI BUILDCON D.R.G.	ANKIT GEMS PVT. LTD. P.v.
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- (i) Non availability of building materials, water or electricity supply;
  - (ii) war, civil commotion or act of god;
  - (iii) any notice, order, rule, notification of the Government and/or other or competent authority;
  - (iv) any other cause beyond the control of THE DEVELOPERS.
16. The Purchasers shall take possession of the flat within Ten days of the Developers giving written notice to the purchasers intimating that the said flat is ready for use and occupation.
17. Provided that if within a period of One year from the date of handing over the flat to the Purchasers the Purchasers bring to the notice of the Developers any structural repairs excluding periodical repair and other damages in the flat or the building in which the flat is situated or the material used therein or any unauthorised change in the construction of the said building, then wherever possible such defects or unauthorised change shall be rectified and the purchasers shall be entitled to receive from the Developers reasonable compensation for such defect or change.
18. The Purchaser shall have no claims save and except in respect of the premises agreed to be purchased by him . All open spaces, lobbies, terrace, flats, shops, offices, etc. including further benefits by way of fungible area, T.D.R. etc will remain the property of the Developers .

19. It is hereby expressly agreed that the terraces on the said building shall always belong to the Developers and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Developers obtaining permission from the Municipal Corporation of Greater Mumbai for construction of any type of premises on the terrace, then the Developers shall be entitled to dispose of such premises constructed by them together with the terrace to such person at such rate and on such terms as the Developers may think fit and proper. In the



the Developers obtaining permission from the Municipal Corporation of Greater Mumbai for construction of any type of premises on the Terrace, then the Developers shall be entitled to dispose of such premises constructed by them together with the terrace to such person/s at such price/rate and on such terms and conditions as the Developers



as the case may be.

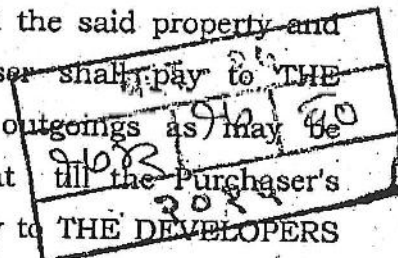
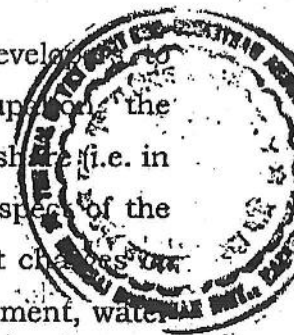
20. The Purchasers shall use the said flat or any part thereof or permit the same to be used only for purpose for which it is sold. The Purchaser/s shall use the stilt or parking space if allotted only for the purpose of parking the Purchasers own vehicles.

21. The Purchasers shall on or before taking possession of the flat keep deposited with the Developers the following amounts:-

(i) A sum of **Rs. 600/-** towards share application, entrance fees of the proposed Society or limited Company.

(ii) A sum of **Rs. 20000/-** towards legal charges.

(iii) Commencing a week after notice in writing is given by the Developer to the Purchaser that the flat is ready for use and occupied by the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) all outgoings in respect of the said property and buildings namely local taxes, betterment charges, such levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, mail, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and buildings. Until the Society is formed and the said property and buildings are transferred to it, the Purchaser shall pay to THE DEVELOPERS such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to THE DEVELOPERS provisional monthly contribution of **Rs. 40/- PER MONTH** towards the outgoings. The amounts so paid by the flat Purchaser to the Developers shall not carry any interest and remain with the Developers till the conveyance is executed in favour of the Society by the said Owner of the Property with confirmation of the Developers herein. Subject to



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provision 6 of the said Act, on such conveyance/being executed, the aforesaid deposits (less deduction provided for under this agreement) shall be paid over by the Developers to the Society as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of out going regularly on the 5th day of each and every month in advance and shall not withheld the same for any reason whatsoever, However, a further sum of Rs. 138760/- (Rupees One Lacs Thirty Eight Thousand Seven Hundred Sixty Only) equivalent to SIX MONTHS 'maintenance charges shall be deposited by the Purchaser with the Developers before taking possession of the flat. This provisional monthly contribution is subject to variation.

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(iv) A sum of **Rs. 1,00,000/-** as security deposit for due performance of this agreement which will include the deposits payable to the concerned local authority or Government for giving water electric and/or electric sub-station if any including Transformer or any other service connections to the building in which the flat is situated. The balance of such deposit if any, will be transferred to the society in the account of the Purchaser and if this deposit amount is found short, the Purchaser agrees to pay such further amount as may be required by the Developers.

(v) A sum of **Rs. 1/-** per sq. ft. towards Fire Capitation Fees of C.F.O. of the M.C.G.M. or as may be applicable at the time of possession.

22. The Developers shall utilize the sum of **Rs. 2500/-** (Rupees Two Thousand Five Hundred only) provided in the preceding clause and deposited for legal charges paid by the Purchasers to the Developers for meeting all legal costs, charges and expenses, including professional cost of the Attorney-at-Law/Advocates of the Developers preparing and engrossing this agreement. All further expenses in relation to the aforesaid shall be borne and paid by the Purchasers. All legal formalities required to be carried under these presents shall be carried out by **M/s. Vinod Mistry & Co., Advocates & Solicitors** and all fees payable to them shall be borne and paid by the Purchasers.

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23. It has been expressly agreed between the parties hereto as also the Purchasers/occupiers of the different flat tenements that in case the said

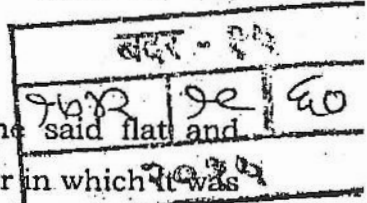
co-operative society or a limited company or such common organisation of the flat holders of tenements in the manner aforesaid.

24. The Purchaser himself with intention to bring all persons into whosever hands the flat may come, doth hereby covenant with the Developers as follows:-

(a) To maintain the flat at Purchasers own costs any goods tenantable repair and conditions from the date of possession of flat is taken and shall not do or suffer to be done any thing in or to the Building in which the flat is situated, or the staircase or any passage; which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof.

(b) Not to store in the flat goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or store of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated and in case any damage is caused to the Building in which the flat is situated of the flat on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the Breach.

(c) To carry at their own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by THE DEVELOPERS to the Purchasers and shall not do or suffer to be done anything in or to the Building in which the flat is situated or the flat which may be given in violation of 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 provisions. The Purchasers will be



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responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to demolished the flat or any part thereof not at any time make or cause to be made any addition or alteration of whatever nature in or the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains, pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or to other structural portions in the flat without the prior written permission of DEVELOPERS and/or the society or the limited Company as the case may be.

(e) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said lands and the Building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

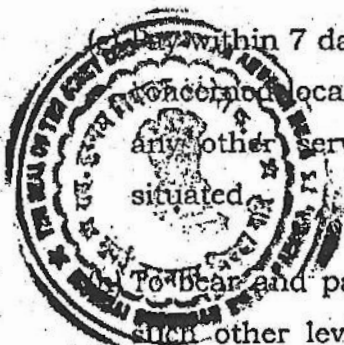
(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound/of the Flat is situated.

(g) Pay within 7 days of demand his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.

(h) To bear and pay increase in local taxes, water charges insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other Public authority, on

account of change of user of the Flat by the Purchaser viz. use for any purposes other than for residential purpose.

(i) The Purchasers shall not let, sub-let, transfer, assign or part with purchasers interest or benefit under this agreement or part with the possession of the Flat until all the dues payable by the Purchasers to



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which the Society or Limited Company may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations, and conditions laid down by the society/Limited Company regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) The Purchasers shall permit THE DEVELOPERS and their Surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat land and Building or any part thereof to view and examine the state and condition thereof.

25. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchasers on account of the Share Capital for the said Society or a Limited Company or such common organisation or towards the outgoing or legal charges etc. and shall utilize the amounts so received only for the purposes for which they have been received:

26. Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flat or of the said Property and the Building or any part thereof. The Purchasers shall have no claim save and except in respect of Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Developers until the said property and Building are demised to the said Society

27. The Purchasers have prior to the execution of this Agreement satisfied themselves as to the title of the property and they shall not be entitled to

M/S PADMAVATI BUILDCON D.R.2	ANKIT GEMS PVT. LTD. <i>[Signature]</i>
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investigate the title of the property and No Objection shall be raised on any matter in relation thereto after the execution of these presents.

28. The Purchasers shall be liable to pay the proportionate share towards any deposit amount payable to the Municipality and other local authorities or public body in respect of the said property and the Building constructed thereon. The Developers will not be liable to share such charges as aforesaid in respect of unsold Flats.
29. The Purchasers shall be liable to pay Sales Tax Payable if any in respect of the said Flat as well as Value Added Tax (VAT) or any other Taxes, levies, charges etc. as may be levied by the Local Bodies, Authorities, Government or Semi-Government Authorities etc.
30. The Purchaser has satisfied that the aforesaid carpet area does include all other area such as balcony,, or any other elevation designs/area and the consideration paid by the Purchaser to the Developers is lump sum consideration pertain to the flat only and the remaining area is by way of free of costs.
31. It is agreed that if floor space index is increased by Government authority or extra. F.S.I. is granted or density if not consumed in the Building to be put up or in the event of the Developers desiring to utilise TDR or any other benefits or advantages that may be made available, before the transfer of the said property and the building thereon as aforesaid to the said Society and further construction on the said property is permissible by the local bodies or authorities the Developers alone would be entitled to put up additional or other constructions of Flat on the portion of the Property including on the Building constructed or being constructed and to sell the same on ownership basis without any obstructions or hindrance by the Purchasers provided that any other authority shall or any payment that may have to be made to the Municipal Corporation shall be paid by the Developers alone. The Purchasers shall not be entitled to object to the same for any reason whatsoever.

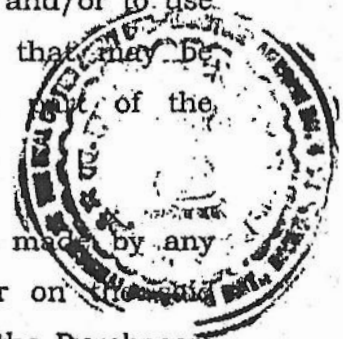
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The Developers shall have the right to give for the purpose of advertising open space in the said property including on the terrace either by putting up support and/or by using the compound walls for the purpose on such



agents, servants etc. to enter into the portion of the said lands for the purpose of putting and/or removing such advertisement.

33. The Purchasers shall have no claim save and except in respect of the particular Flat to be acquired by them until the said property is conveyed and transferred to Society or a Limited Company or similar organization as hereinabove mentioned. The Purchasers shall not be entitled to park in compound, motor cars, scooters, motor cycles or other vehicles without the permission in writing of the Developers or the Owner of the said Property .
34. Save as provided hereinabove in the event of the Purchasers failing to comply with the terms of these presents this Agreement shall stand terminated and the Purchasers shall have no claim in respect of the said Flat against the Developers .
35. In the event of any portion of the property is notified for set back, The Developers alone shall be entitled to receive the amount of compensation or to get the benefit of F.S.I. in respect of the said set back and/or to use such F.S.I. on the said property and to sell the Flat that may be constructed without any objection whatsoever on the part of the Purchasers.
36. If any charges are levied or payment is required to be made by any authorities, after the execution of these presents either on the said property or the Building under construction or otherwise the Purchasers shall be on being called upon by The Developers pay the same to The Developers their proportionate share thereof.
37. The Developers shall in respect of any amount liable to be paid by the Purchasers under the terms and conditions of this Agreement shall have a first charge and lien on the said Flat, Flat to be acquired by the Purchasers as mentioned herein. It is also agreed that the Purchasers shall not sell, transfer or assign their flat or their interest therein or the benefit of the Agreement and/or part thereof until all their dues to The Developers are

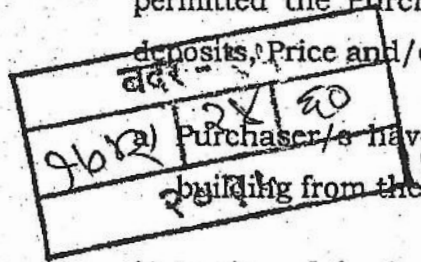


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M/S PADMAVATI BUILDCON D.R.G.	ANKIT GEMS PVT. LTD. V. 22
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fully paid and until they have obtained written permission of The Developers .

38. That the said property and the Building constructed thereon shall be known as "**PADMAVATI SPRINGS**"
39. That The Developers shall be entitled at any time to alter the terms and conditions of the Agreement relating to the unsold Flats of the said Building and the Purchasers shall not be entitled to raise any objection to them or any of them in respect thereof at any time against The Developers .
40. Any delay tolerated or indulgence shown by The Developers enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers by The Developers shall not be constructed as a waiver on the part of The Developers of any breach or non-compliance of any terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the rights of The Developers .
41. The Purchasers shall pay the amount of Stamp Duty which may be required to be paid on the final deed of Conveyance to the Developers prior to the Purchaser's taking possession of the said Flat. The Purchaser has further agreed to pay the additional Stamp Duty if there is any increase by the Government. Such amount shall not carry any interest. The Purchasers shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act on payment of necessary stamp and registration charges and The Developers will attend the office and admit execution thereof on receiving intimation from the Purchaser to that effect.
42. Subject to the other terms and conditions mentioned herein and upon the Purchaser/s paying, the total purchase price, including the Deposit, Premium, charges etc. mentioned herein, while handing over and/or offering possession of the said Flat/Premises, The Developers have permitted the Purchaser/s to use, Open/Stilt Car Parking, without any deposits, Price and/or Premium but subject to following conditions.



Purchaser/s have agreed to purchase the said Premises, in the said building from the Developers ;



with the said premises;

- e) If the Purchasers sell and transfer the said premises, a right to use Car Parking automatically shall vest, to the New Purchaser of the said premises;
- f) Right in the said premises and in the Car Parking, are co-extensive and not independent to each other and the Purchaser/s shall not separate the same;
- g) Purchaser/s shall pay, Monthly charges for use of the Car Parking, as may be demanded by the Developers and/or Society/ without raising disputes of any nature whatsoever;
- h) The Developers have merely permitted the Purchaser/s, to use the Car parking;
- i) Purchaser/s shall park the Car, only on allotted Area and not on any other Area of the said property.

43. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers, by Registered Post A.D./Under Certificate of Postage at their address specified below: at ANKIT GEMS PVT LTD , DW-6251 & DW-6252, BHARAT DIAMOND BOURSE, G BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST MUMBAI-400051

44. The full ad-valorem stamp duty in accordance with the Maharashtra (Maharashtra) Stamp Act, 1958 and registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Purchaser alone in full. The Flats holder will lodge this Agreement for registration with the Office of the Sub-Registrar of Assurances at Bandra, latest within 4 (four) months from the date of its execution, and The Developers will attend the Sub-Registry and admit execution thereof, upon and after the Purchaser informs the Developers of the number which it has been lodged for registration.

M/S PADMAVATI BUILDCON O.R.g.	ANKIT GEMS PVT. LTD. P. S.
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45. As required by the Income-Tax (Sixteenth Amendment) Rules, 1998;

(a) THE DEVELOPERS state as under:-

We are assessed to Income Tax by Commissioner of Income Tax and the Permanent Account Number allotted to us is **AAMFP1241N** ;

(b) The Purchaser states as under:-

We, ANKIT GEMS PRIVATE LIMITED, the Purchaser within named, am/are assessed to Income Tax by Place MUMBAI. Ward/Circle No 5 and the Permanent Account Number allotted to us is AAJCA4305Q.

46. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made where under.

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

**FIRST SCHEDULE OF PROPERTY ABOVE REFERRED TO**

ALL THAT piece or parcel of land admeasuring 1002 ,Square Yards equivalent to 837.67 Square Meters or thereabouts, situated on Plot No. IV of Private Scheme, together with the right to use the Play Ground being Plot No. XI of the said Private Scheme and the approach of property situate lying and bearing off C.S.T. Road, Malina Santacruz (East), Mumbai - 400 098 and plot bearing Survey No. 318 Hissa No.6 (Part), C.T.S. No. 5013F of Revenue Village Koriwadi, Anandwadi Taluka, within the Registration Sub-District and District of Bombay City and Suburban;

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**THE SECOND SCHEDULE OF THE PROPERTY REFERRED TO:**

**LIST OF AMENITIES**

SPECIAL AMENITY : Health Club & Society Amenity/ Recreation Room:



glazed tiles flooring in toilets and bathrooms with dado tiling up to full height.

In stair case flooring of fancy kota or good quality marble.

**WALLS & CEILING** : Walls of the entire flats and stair case will be of POP finish with Luster paint and acrylic paint to ceiling.

**WATER PROOFING** : In bathrooms, toilets, terrace of the building , flower bed , nich etc., wherever required. Aluminum sliding anodized windows of high quality. Toilet windows of adjustable louvered.

Bore well

**DOORS** : All the room doors made of solid flush door with best quality brass fittings.  
Decorative main entrance door shall be laminated.

**KITCHEN** : Granite platform with colored tile dado up to height above the platforms.

Full tile dado below platforms.

Stainless steel sink

Provision for piped gas.



**PLUMBING** : Concealed plumbing  
Good quality sanitary fittings of reputed make like

Jaguar continental.

Hot and Cold taps and shower and geyser in bathroom

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**ELECTRICAL** : Concealed electric copper wiring with ELCB & MCB switch in the main board with circuit breaker.  
Adequate number of lights and fan points.  
Telephone points in the living and bedrooms.  
Cable point and telephone point.

M/S PADMAVATI BUILDCON D.R. J.	ANKIT GEMS PVT. LTD. V. S.
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ENTRANCE LOBBY : The main entrance lobby will have vitrified tiles / marble/granite flooring and plaster of paris ceiling with the decorative light fittings.  
Walls will be covered with the marble/granite/mirror/decorative mural.

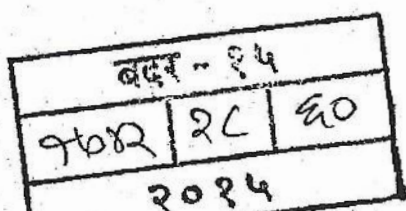
LIFTS : Well-designed lifts of reputed make like OTIC or similar one

EXTERNAL FINISH : Entire building will be painted with the cement paint/Waterproof paint.

SOCIETY OFFICE : Society Office  
Common Toilet for Servant/drivers.

COMPOND WALL : New compound wall  
The open space will be paved.  
Adequate lighting arrangement within the building compound.  
Decorative iron oriental gates.

SECURITY SYSTEMS : A security cabin with video- audio intercom shall be provided in new building.



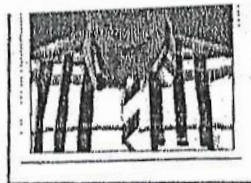


...as its partner

For Radmavati Goldcon

MR. Dhaval G. Gadia

Partner



in the presence of .....

L.H.T.I



SIGNED SEALED AND DELIVERED )

By the withinnamed the Purchaser )

M/S. ANKIT GEMS PRIVATE LIMITED )

through it's Director )

MR. PARVA V SHAH )

*P. V. Shah*

FOR ANKIT GEMS PRIVATE LIMITED

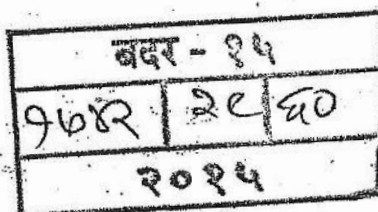
*P. V. Shah*

DIRECTOR / AUTHORISED SIGNATORY

In the presence of.....



L.H.T.I



## RECEIPT

RECEIVED of and from the within named **M/S. ANKIT GEMS PRIVATE LIMITED**, the a sum of Rs. 90,00,000/- (Rupees Ninety Lacs only ) as under :

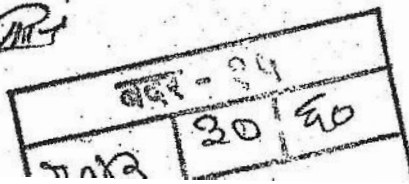
Sr. No.	Cheque/ RTGS No.	Cheque Date	Bank Name and Branch	Amount
1.	945821	31.01.2014	State Bank of India, Diamond Branch	Rs. 22,00,000 /-
2.	000317	03.02.2015	Allahabad Bank, International Banking Branch	Rs. 22,50,000 /-
3.	000321	05.02.2015	Allahabad Bank, International Banking Branch	Rs. 20,50,000 /-
4.	000322	06.02.2015	Allahabad Bank, International Banking Branch	Rs.16,00,000/-
5	20150220 50001002 780	19.02.2015	Allahabad Bank, International Banking Branch	Rs.8,05,000/-
TDS @1% of Consideration amount U/S.194 IA of Income Tax Act, 1961				Rs.95,000/-
<b>Total</b>				<b>Rs.90,00,000/-</b>

as and by way of part payment towards transfer of Said Flat, the receipt whereof the Developers doth hereby admit and acknowledge for the transfer of Flat No. 1102 admeasuring about 578.17 Sq. feet Carpet area, in the building known as "PADMAVATI SPRINGS", situated at C.S.T. Road, Kalina Santacruz (East), Mumbai - 400 098 and plot bearing Survey No. 313, Hissa No.6 (Part) C.T.S. No. 5013F of Revenue Village Kole-Kalyan, Andheri Taluka.

WITNESSES :

**We SAY RECEIVED Rs. 90,00,000/-  
FOR M/S. PADMAVATI BUILDCON**

1. 





A-2529/2011

REPORT ON TITLE

Sub: Plot No.VI of Survey No.313, Hissa  
No.6 and 15 (part) admeasuring about 1002  
sq.yards equivalent to 837.80 sq.mtrs. or  
thereabouts at Village Kole-Kalyan and  
bearing CTS No.5013-F.  
Dr. Mario B. Barreto  
To  
Shri Jayesh Babubhai Parikh

THIS IS TO CERTIFY THAT we have caused searches  
to be taken concerning the above mentioned property which  
is more particularly described in the Schedule hereunder  
written, in the Office of the Sub-Registrar at Mumbai for the  
period 1941; in the Office of the Sub-Registrar at Bandra for  
the period 1953; Sub-Registrar at Bandra Office No. 1 to 4  
from 2002 and Mumbai Sub-Registrar Office from 1966.

1. Under a Deed of Conveyance dated 31.01.1953 Dr. Mario B. Barreto (hereinafter called "the Vendor") acquired and purchased the above mentioned property, which is forming part of the Private Scheme and bearing Plot No.VI together with the right to use the Playground being Plot No.XII and the approach Road of Plot No.XIII under a Deed of Conveyance dated 31.01.1953. The said Deed of Conveyance is duly registered with the Sub-Registrar at Bandra under Sr. No.BND-130/1953 dated 07.02.1953. A more particular description of the said Plot is given in the Schedule hereunder written and hereinafter referred to as the "said property".

2. The said Vendor had applied to the Ministry of Urban and Land Development, Government of Maharashtra seeking permission to construct a Building for the proposed Housing Society and the Asstt. Secretary to Government of Maharashtra, in exercise of the powers conferred under the said Urban Land (Ceiling and Regulation) Act, 1976, exempted the said land from Provisions of Chapter II of the said Ceiling Act, 1976.

पुस्तक क्र. १	300436	६२
२०१४		



3. The said Vendor by and under a Deed of Conveyance dated 13.12.2010 has sold, conveyed, transferred and assigned unto and in favour of Shri Jayesh Babubhai Parikh (hereinafter called "the Purchaser") the said property along with the structure standing thereon for the consideration and on the terms and condition more particularly recorded in the said Deed of Conveyance. The said Deed of Conveyance duly registered with the Sub-Registrar at Andheri-3, MSD, (Bandra) under Sr. No.BDR-9-12768-2010 dated 13.12.2010.

4. Due to the non-payment of Municipal Taxes, the Municipal Authority had attached the said property. However, all the arrears of taxes amounting to Rs.49,734/- is paid as per Receipt No.2532267 dated 03.12.2010. Thus, there are no dues payable to the Corporation.

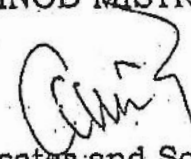
5. Subject to the Revenue Record being corrected in the name of the said Purchaser, in our opinion, the title of the Purchaser to the said property, described in the Schedule hereunder written is clear and marketable.

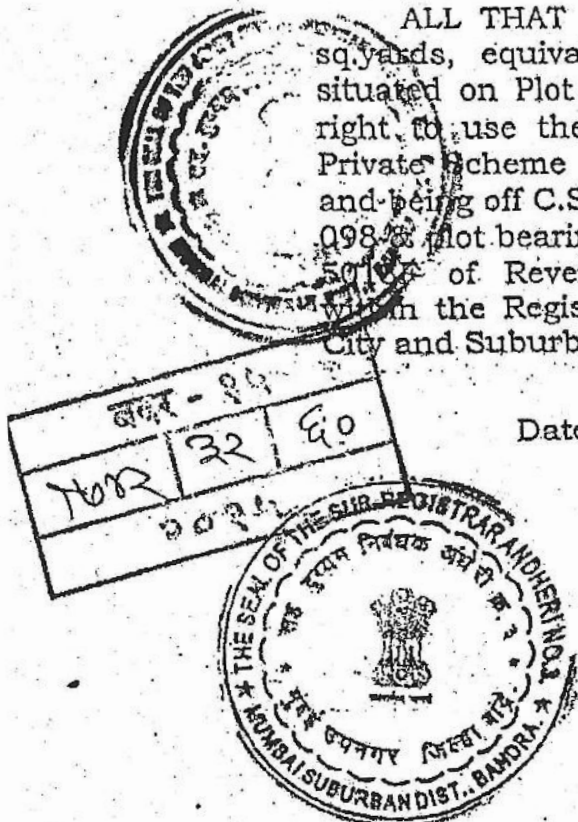
SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT piece or parcel of land admeasuring 1002 sq.yards, equivalent to 837.67 sq. mtrs. or thereabouts, situated on Plot No.VI of Private Scheme, together with the right to use the playground being Plot No.XII of the said Private Scheme and the approach of property situate lying and being off C.S.T. Road, Kalina Santacruz (E), Mumbai- 400 098 & Plot bearing Survey No.313, Hissa No.6(part), C.T.S. No. 5010A of Revenue Village Kole-Kalyan, Andheri Taluka, within the Registration Sub-District and District of Bombay City and Suburban;

Dated this 12<sup>th</sup> day of October, 2011

FOR VINOD MISTRY & CO.,

  
Advocates and Solicitor  
For the Purchaser





A-2529/2012

REPORT ON TITLE

Sub: Plot No.VI of Survey No.313, Hissa  
No.6 and 15 (part) admeasuring about 1002  
sq.yards equivalent to 837.8  
thereabouts at Village Kolen  
bearing CTS No.5013-F.

And

Development Agreement dated 26.04.2011

Between

New Lokhandwalla CHS Ltd.,

And

Shri Jayesh Babubhai Parikh

And

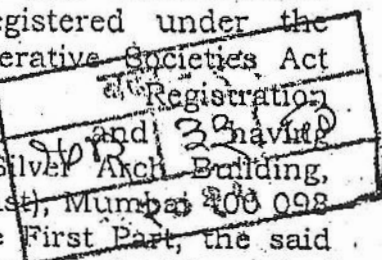
M/s. Padmavati Buildcon



THIS IS TO CERTIFY THAT we have issued  
Report on Title dated 12.10.2011 concerning the above  
property which has been sold and conveyed by Dr. Mario B.  
Barreto in favour of Shri Jayesh Babubhai Parikh as per Deed  
of Conveyance dated 31.01.1953. Copy of the Report on Title  
dated 12.10.2011 is annexed hereto and marked as  
Annexure "A".

पुस्तक क्र. ?	3004	9	82
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1. By and under a registered Development Agreement  
dated 26.04.2011 made between New Lokhandwalla  
CHS Ltd., being a Society Registered under the  
provisions of Maharashtra Co-operative Societies Act  
1960 and bearing Registration  
No.BOM/HSG/H6679/23/06/198 and 32 having  
registered Office at Plot No.IV, Silver Arch Building,  
C.S.T. Road, Kalina, Santacruz (East), Mumbai 400 098  
therein called the "Society" of the First Part, the said  
Jayesh Babubhai Parikh, therein called the "Owner" of  
the Second Part and M/s. Padmavati Buildcon being a  
Partnership Firm and therein called the "Developer" of  
the Third Part, the said M/s. Padmavati Buildcon are  
granted rights of development concerning the said  
property, which is more particularly described in the

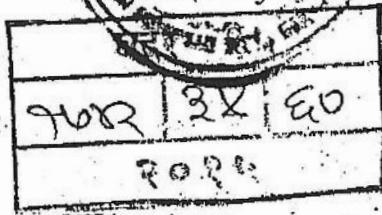


Schedule hereunder written. The said Development Agreement dated 26.04.2011 is duly registered with the Sub-Registrar at Bandra, M.S.D. under Sr. No. BDR-1-04731-2011 dated 27.04.2011.

2. The said Lokhandwala Co-operative Housing Society Ltd., as well as Jayesh B. Parikh also executed Registered Power of Attorney dated 27.04.2011 which is duly registered with the Sub-Registrar at Bandra, MSD under Sr. No. BDR-1-IV-4732/2011 dated 27.04.2011.
3. The said M/s. Padmavati Buildcon are now developing the said property as per sanctioned Plan, IOD and Commencement Certificate under File No. CE/0482/WS/H/337 dated 27.04.2012.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT piece or parcel of land admeasuring 1002 sq.yards, equivalent to 837.67 sq. mtrs. or thereabouts, situated on Plot No.VI of Private Scheme, together with the right to use the playground being Plot No.XII of the said Private Scheme and the approach of property situate lying and being off C.S.T. Road, Kalina Santacruz (E), Mumbai- 400 098 & plot bearing Survey No.313, Hissa No.6(part), C.T.S. No. 5013F of Revenue Village Kole-Kalyan, Andheri Taluka, within the Registration Sub-District and District of Bombay City and Suburban;



Dated this 15<sup>th</sup> day of September, 2012

FOR VINOD MISTRY & CO.,



Advocates and Solicitor  
High Court, Mumbai





- (1) विलेखाचा प्रवागर, मोरदल्याचे स्वरूप करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोरदला रु. 0.00

बा.भा. रु. 47,700,000.00

- (2) भू-नापन, फोटोहिस्ता व घरक्रमांक (असल्यास)

(1) सिटीएस क्र.: 5013/एफ वर्गन: जमीन व बांधकाम - प्लॉट क्र. 4 ऑफ प्रायव्हेट स्किम, सोबत मैदान, प्लॉट क्र. 12 ऑफ प्रायव्हेट स्किम, सी एस टी रोड, कलिना सांताक्रुझ (पु) मु - 98, सर्व्हे क्र. 313, हिस्ता क्र. 8 (पैकी), सिटीएस क्र. 5013/एफ, क्षेत्र - 1002 चौरस यार = 837.67 चौरस मीटर (अभिनीर्णीत दस्त)

- (3) क्षेत्रफल

(1) 1002 चौरस यार = 837.67 चौरस मीटर

- (4) आकारणी किंवा जुडी देण्यात आसेल तेव्हा

(1)

- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) निजो लोखंडवाल यांना जो आता लि. ये अध्यक्ष, मुकेश, हसन अयुल्ला शेख, घर/प्लॉट क्र. 4, सिल्वर झेवेल सी एस टी रोड, कलिना सांताक्रुझ (पु) मु - 98, सर्व्हे क्र. 313, हिस्ता क्र. 8 (पैकी), सिटीएस क्र. 5013/एफ, क्षेत्र - 1002 चौरस यार = 837.67 चौरस मीटर (अभिनीर्णीत दस्त)

(2) निजो लोखंडवाल यांना जो आता लि. ये अध्यक्ष, मुकेश, हसन अयुल्ला शेख, घर/प्लॉट क्र. 4, सिल्वर झेवेल सी एस टी रोड, कलिना सांताक्रुझ (पु) मु - 98, सर्व्हे क्र. 313, हिस्ता क्र. 8 (पैकी), सिटीएस क्र. 5013/एफ, क्षेत्र - 1002 चौरस यार = 837.67 चौरस मीटर (अभिनीर्णीत दस्त)

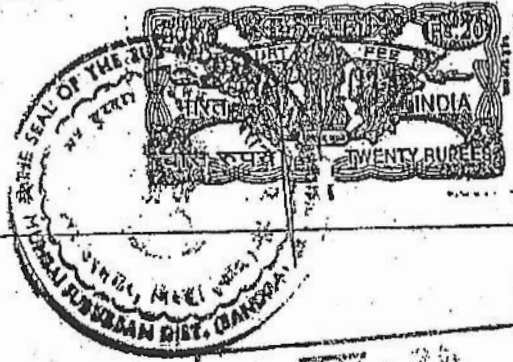
(3) निजो लोखंडवाल यांना जो आता लि. ये अध्यक्ष, मुकेश, हसन अयुल्ला शेख, घर/प्लॉट क्र. 4, सिल्वर झेवेल सी एस टी रोड, कलिना सांताक्रुझ (पु) मु - 98, सर्व्हे क्र. 313, हिस्ता क्र. 8 (पैकी), सिटीएस क्र. 5013/एफ, क्षेत्र - 1002 चौरस यार = 837.67 चौरस मीटर (अभिनीर्णीत दस्त)

(4) जयेश बायमाई पणव - मान्यते देणार - - - घर/प्लॉट नं: जी-3, विनायक कुंज, नेहरू रोड, कुर्ली रोड, विलेपार्ले (पु) मु - 98, सर्व्हे क्र. 313, हिस्ता क्र. 8 (पैकी), सिटीएस क्र. 5013/एफ, क्षेत्र - 1002 चौरस यार = 837.67 चौरस मीटर (अभिनीर्णीत दस्त)

- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादीचे नाव व संपूर्ण पत्ता

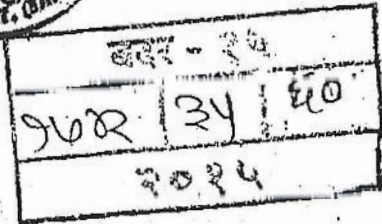
(1) जयेश बायमाई पणव - मान्यते देणार - - - घर/प्लॉट नं: जी-3, विनायक कुंज, नेहरू रोड, कुर्ली रोड, विलेपार्ले (पु) मु - 98, सर्व्हे क्र. 313, हिस्ता क्र. 8 (पैकी), सिटीएस क्र. 5013/एफ, क्षेत्र - 1002 चौरस यार = 837.67 चौरस मीटर (अभिनीर्णीत दस्त)

- (7) दिनांक करून दिल्याचा 26/04/2011  
(8) नोंदणीचा 27/04/2011  
(9) अनुक्रमांक, खंख व पृष्ठ 4731 /2011  
(10) बाजारभावाप्रमाणे मर्याद शाब्द रु 2385000.00  
(11) बाजारभावाप्रमाणे मर्याद शाब्द रु 30000.00  
(12) शेरा



सारी प्रत

बा.भा. दुपयम नियंत्रक, संवेदी क. १,  
मुंबई उपनगर जिल्हा.



बंदर-९			
पुस्तक क्र. ९	3009	४८	६२
			२०१४



दस्तावेज क्र. 12768/2010

दुय्यम निबंधक: अंधेरी 3 (अंधेरी)

दस्तावेज क्र. 12768/2010

Tuesday, April 26, 2011

4:17:23 PM

सूची क्र. दोन INDEX NO. II

मौवणी 63 म.

Regn. 63 m.e.

गावाचे नाव : कोलेकल्याण

- (1) विलेखाया प्रकार, मोयदल्याचे स्वरूप अभिहस्तांतरणपत्र  
य बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोयदला रु. 4,000,000.00  
बा.भा. रु. 8,844,000.00

बदर-१  
7039 148

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

(1) सिटीएस क्र.: 5013/ एक वर्णक जमिन व बांधकाम सिटी रोड कैलिंग, साताकुडा प्लॉट  
98, सर्वे नं 313 हिस्सा नं 8 पैकी, सिटीएस नं 5013 एक, कोलेकल्याण तालुका  
अंधेरी प्लॉट नं VI, क्षेत्र 1002 चौ. मी. -- एडीजे नं ए -4999-10- दि 13-12-10 .  
(1) 837.67 चौमी

- (3) क्षेत्रफळ

- (4) आकारणी किंवा जुडी देण्यात  
असेल तेव्हा

(1)

- (5) दस्तऐवज करून देण्या-या  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा  
दियाणी न्यायालयाचा हुकुमनामा  
किंवा आदेश असल्यास, प्रतिवादीचे  
नाव व संपूर्ण पत्ता

(1) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दियाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता  
(1) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दियाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता  
(1) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दियाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

- (6) दस्तऐवज करून घेण्या-या  
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा  
दियाणी न्यायालयाचा हुकुमनामा  
किंवा आदेश असल्यास, यादी करून घेण्या-या  
व संपूर्ण पत्ता

(1) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दियाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादी करून घेण्या-या व संपूर्ण पत्ता  
(1) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दियाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादी करून घेण्या-या व संपूर्ण पत्ता

- (7) दिनांक करून दिल्याचा

13/12/2010

- (8) मोवणीचा

13/12/2010

- (9) अनुक्रमांक, खंड व पृष्ठ

12768/2010

- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु. 12,000.00

- (11) बाजारभावाप्रमाणे नोंदणी

रु. 30000.00

- (12) शेष



बदर-१  
9682 36 60

बदर-१  
पुस्तक 30004 10 62



महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी	तालुका/न.भ.भा.का. -- न.भ.अ.बांद्रा	जिल्हा -- मुंबई उपनगर जिल्हा
महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी	महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी	महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी
महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी	महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी	महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी
महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी	महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी	महाराष्ट्र शासन जिल्हा न्यायिक अधिकारी

सुविधाधिकार	हक्काचा मुद्दाधारक	शेतीकडे
वर्ष १९६८		

पट्टेदार	इतर भाग	इतर शेर

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (व) विव्य भार (भा)	साक्षात्कार
२५/०२/१९७०	भा.स.च्या १९५६ च्या वजन मापाचे कायद्यालगत म.रा.स.च्या १९५८ ओभलवजायगी कायदानुसार व भा.स.च्या नाणेसंबंधी कायदानुसार क्षेत्र आकाराचे रुपांतर केले			२३/७/१९७० विनिमित्त (२) उपनगर
२४/०७/१९८५	मा.अधिकाक यांचे काडील आदेश न.भ. एस.आर.४७/६७५/८५ अन्वये क्षेत्र दुरुस्ती केली दि.३-७-८५ अन्वये			२४/७/१९८५ विनिमित्त (२) उपनगर
३३/०३/१९९४	मा.असि.असेसर व कलेक्टर एच (पूर्व) वॉर्ड यांचेकाडील पत्र क्रमांक एचईएस/३०/६४/९३/९४ दि. १२/३/९४ अन्वये र.रु. ६८९४१.५० ची बोजाची नोंद घेतली		(E) [बृहन्मुंबई महानगर पालिका] [क्षेत्र ७७९.२]	२३/३/१९९४ विनिमित्त (२) उपनगर
१७/०४/२०१३	असिस्टंट असेसर आणि कलेक्टर वॉर्ड एच ईस्ट, बृहन्मुंबई महानगर पालिका यांचेकाडील पत्र क्र. ओएस/एचईस्ट/२८९५/२०१२-१३ दि. ७/४/२०१३ तसेच अर्जदार यांचा अर्ज, अप्रीडेव्हरीट, जबाब व नगर भूमापन अधिकारी बांद्रा यांचा दि. १७/४/२०१३ चे आदेशान्वये मे. पन्नावती विल्डकॉन प्रांती र.रु. ६८९४१.५०/- इतकी बोजाची रक्कम परतफेड केल्याने इतर हक्कासदरी दाखल असलेली बृहन्मुंबई महानगर पालिका यांची नोंद कमी केलेची नोंद घेतली			१७/४/२०१३ विनिमित्त (२) उपनगर
२७/०८/२०१३	आदेशान्वये- मा. जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांचेकाडील पत्र क्र. न.भ.अ./नक्कल अर्ज/सत्ता प्रकाश/२०१३ दि. २६/७/२०१३ अन्वये व न.भ.अ. बांद्रा यांचेकाडील दि. २७/८/२०१३ चे आदेशान्वये सत्ता प्रकाश रद्दीत दाखल केलेची नोंद केली.			२७/८/२०१३ विनिमित्त (२) उपनगर
२७/११/२०१३	आदेशान्वये- मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकाडील आदेश सी/डेस्क-३सी/एनओसी/एसआरओ-११२५ दिनांक २/८/२०१३ अतितातडी बिनशेती/मो.र.नं. १८३/२०१३ दि. ४/७/२०१३ व नगर भूमापन अधिकारी बांद्रा यांचे दि. २९/११/२०१३ चे आदेशान्वये सदर मिळकतीस सत्ता प्रकाश क दाखल केलेची नोंद केली.			२९/११/२०१३ विनिमित्त (२) उपनगर

बंदर-९	पुस्तक क्र. १	३७७५-३	६२
२०१४			

# मालमत्ता पत्रक

मालमत्ता	कोलेकल्याण	तालुका/न.भु.मा.का. -- न.भु.अ.बांद्रा	जिल्हा -- मुंबई उपनगर जिल्हा
मुद्रापत्र	शिट नंबर	प्लॉट नंबर	क्षेत्र
१/५५ पी.न.			धारणाधिकार
५०२३५	५०२३५		

संपूर्ण करणारी खरी नवकल - न.भु.अ.बांद्रा मुंबई उपनगर जिल्हा

नवकल मालमत्ता १२४६ नवकल मालमत्ता १२४६  
 नवकल मालमत्ता १०१९२/१३३३ ७  
 नवकल मालमत्ता १११९२/१३३३ १४०१  
 नवकल मालमत्ता ११२२२/१३३३ १४०१  
 नवकल मालमत्ता ११२२२/१३३३ १४०१

खरी प्रत

नगर मालमत्ता अधिकारी, बांद्रा

नगर मालमत्ता अधिकारी, बांद्रा



बंदर - १५
१०१२ ३८ ६०
२०२५





7 OCT 1979

- 1) That as stated in C.E.'s circular No. 06/11357/II of 5-7-79 (copy of which is forwarded to all the Architects) Structural Engineer will not be appointed as per proforma 'A' supervision memo will not be submitted from him as per proforma 'B', proforma 'C' will not be submitted for amended plans if any, and completion Cert. along with 2 sets of plan completion plans of structural work (one set mounted on card) will not be submitted as per proforma 'D'.
- 2) That a Janata Insurance Policy or Policy to cover the compensation claims arising out of workmen's compensation Act, 1923 will not be taken out before starting the work and also will not be renewed during the construction of work.
- 3) That the surface drainage arrangement will not be made in consultation with B.R. Planning (Suba.)
- 4) That the low lying plot will not be filled upto the level of at least 32 Town Hall Datum or 6" above adjoining road level whichever is higher with murrum, earth, boulders etc. levelled and rolled to the satisfaction of the C.E.
- 5) That the means of access will not be constructed water bound macadam before starting the work and will not be constructed, asphalted, drained, covered, lighted etc. before submitting B.C. or requesting to grant permission to occupy the building whichever is earlier.
- 6) That the compound wall is not constructed in all the corners of the plot clear of the road widening line with foundation below level of base of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work.
- 7) That the drainage lay out plans will not be got approved from this office by L.P. before applying for C.C.
- 8) That the overhead water storage tanks will not be provided with minimum slab 4'-0" above the roof slab as required by H.E.
- 9) That the work should not be started unless objections A, J, R, I are complied with.
- 10) That the C.C. will not be issued unless N.O.C. from Civil Aviation, A.A.S.C.H. yard, H.P., N.A. Permission are obtained and conditions S, E, M, N, 24 are complied with, road is checked and terms and conditions of layout are complied with copy of terms and conditions.

24/10.10.79.

To

Plan Section

2. 1. 1. 1.

S. W. C. S. S. S.

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2084		



बदर - १५		
१७४२	४०	६०
२०१५		







( ) That down pipes are not intended to be put to prevent water from the roof on the street.

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

your intention as to obviate the before mentioned obligation to persons who are not intended to be executed in accordance with the Municipal

Revalidated upto: 16.10.82

B. B. P. W. S. (H&K) WARD  
SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO DISPOSE OF YOUR PROPERTY

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 146 of the Act.

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

"Every person who shall erect a 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 where drain from such building can be connected with the sewer of that building or sewer to be laid in such street."

(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (16 m.) of such building."

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

(4) Your attention is invited to the provision of Section 152 of the Act where property taxes is required to give notice of erection of a new building or occupation of vacant to the Commissioner, within fifteen days of the completion or of the occupation. Non-compliance with this provision is punishable under Section 471 of the Act. The valuation of the premises will be liable to be revised under Section 167 of the Act, from the date in the current year in which the completion or occupation is detected by the Assessor's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting completion certificate with a view to enable the Municipal Commissioner for Greater Bombay 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 Section 347(b) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Bombay

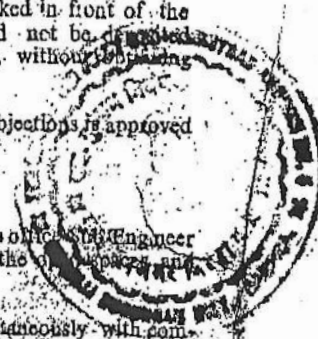
(8) Necessary permission for Non-agricultural use of the land shall be obtained from Bombay Suburban District before the work is started. The Non-agricultural assessment rate that may be fixed by the Collector, under the Land Revenue Code and Rules the

Attention is drawn to the notes Accompanying this Intimation of Disapproval

Revalidated upto: 16.10.82



- (1) The work should not be started unless objections A, J, R & Y are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencing the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials 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 for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is 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 on 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 stacked in front of the property. The scaffoldings, bricks, metal, sand, props, 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 objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above ground should not be started before the same is shown to this office. The Engineer concerned and acknowledgement obtained from him regarding correctness of the plan, area and dimension.
- (11) The application for sewer street connection, 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 nor 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 345 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 completed 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 brick glass pieces at the rate of .123 cubic metres per 10 Sq. metres below pavement.
- (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.
- (20) This intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(3)(H) of the Rent Act and in the event of your proceeding with the work either with an intimation about commencing the work under Section 347(1)(a2) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of conditions under which this intimation of Disapproval is issued and the sanction 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.



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- (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 land unless the City Engineer is satisfied with the following :—
- (i) Specific plans in respect of evicting or rehousing the existing tenants on your 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 of 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 air from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be started before or during monsoon which will cause raise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head 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 niches 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 Bombay, as required in Section 381 A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates on hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap cover in one piece, with locking arrangement provided with a bolt and nuts screwed on tightly serving the purpose of a lock and the warning pipes of the cisterns protected with screw on dome shaped pieces (like a garden zari rose) with copper plates with perforations each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be curved and extended 60 cms. above the top where they are to be fixed 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 do not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Byelaw No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window openings.  
 (c) The drains should be laid as required under Section 234-1(a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.



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*J. Rawal* 17/11/0  
 for Executive Engineer, Building Department  
 Zone W. S. (H) Wards



This is to be provided to the provision (Ceiling and Re-

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXVI of 1966) to **Dr. M. B. Gondale**

APPLICANT, to the Development work of **Residential**

at premises at Street No.

Hissa No.

Village

CTS No.

Survey No.

Plot No.

313

VI

situated at

on the following conditions:

viz:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development works in respect of which permission is granted under this certificate is not carried out of the user 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 Bombay is contravened or not complied with, (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him, in such an 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, the Municipal Commissioner has appointed Shri **Executive Engineer** to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

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

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

The Commencement certificate is for

carrying out the work upto **plmch only**

FOR and on behalf of the Local Authority.  
The Municipal Corporation of Greater Bombay

**Executive Engineer Building Proposals,**  
(Western Suburbs) H&K Ward.

**MUNICIPAL COMMISSIONER OF GREATER BOMBAY**

Revalidated upto **16.10.82**

Revalidated upto **16.10.81**

**E. E. B. P. W. S. (H&K) Wards,**

Revalidated upto **16.10.83**

**E. E. B. P. W. S. (H&K) Wards**



बदर - २५		
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C-3  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/0482/B811/WS/PH/AK of 337 (new) of  
COMMENCEMENT CERTIFICATE 11 JUN 2012

To Shri Jayesh B. Parikh  
M.B. Padmavati Buildcom

Sir,

With reference to your application No. 2353 dated 14/2/11 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Red Res. bldg. & Plot bearing CTS No. 5013-F-09  
at premises at Street Village Kodelahyan & Village Kalina plot  
No. ..... situated at Santacruz (E) Ward H. (East)

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. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

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

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

5. This Commencement Certificate is renewable every year but such extension period shall be in case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

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

- (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
- (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 of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 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 also on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri R. P. Talwar Engineer Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto.....

Commencement Certificate is

to carry out the work up to 22.20  
to height 4.35 mts. A.G.L.  
approved plan dated 27/4/2012

For and on behalf of Local Authority  
The Municipal Corporation of Greater Mumbai  
H. P. Talwar  
Ex-Assistant Eng. Building Proposals  
(Western Subs.) 'H' & 'P' Wards

FOR  
MUNICIPAL CORPORATION

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पुस्तक- नं. २	30949	६२
२०१४		

valid up to 26/4/2013

11 JAN 2013

CE/ 0482 /BSH/WS/AH

Full CC

ended up to top of slab of 4th floor

upto ht 15.95 mtr + 4.20 mtr (L.M.R. + D.M.T. with total ht 20.15 mtr

plan dated.....

*[Signature]*  
F.B.P. (W.S.) H & K Ward

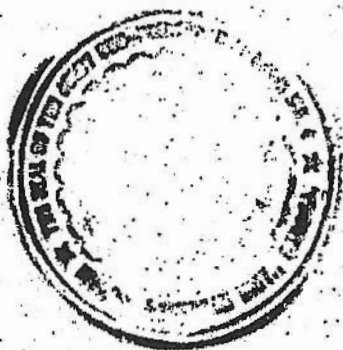
valid up to 26/4/2014

11 OCT 2013

CE/ 0482 /BSH/WS/AH

Further CC is now extended up to CC upto top of 10th floor i.e  
ht 33.35 mtrs above ground level as per approved  
plan dated 16/8/2013

*[Signature]*  
11/10/13  
F.B.P. (W.S.) H & K Ward



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17 AUG 2013

To:  
Shri Hemal Sanghvi,  
Architect,  
39 Gundavali,  
Off Sir M.V. Road,  
Andheri (E), Mumbai-400 069.

Sub:- Proposed residential building on plot bearing C.T.S.  
No.5013/F of village Kolkalyan Kalina, Santacruz  
(E), Mumbai.

Gentleman,

Ref: Your letter dated 29-4-2013.

There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to the following conditions :-

- 1) All the objections of this office I.O.D. under even no. dated 27-4-2012 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes, panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for live loads the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonry or 150 mm in autoclaved cellular concrete block excluding plaster thickness as stipulated under No.CE/5591 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

बंदर-९		
पुस्तक क्र. १	3004	43/82
२०१४		



- 12) That the authorized Pvt. Pest Control Agency to give anti malar treatment shall be appointed in consultation with P.C.O. [H/East Ward]
- 13) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will not be submitted.
- 14) That the condition of revised bye-law 4[c] shall be complied with.
- 15) That the Structural Engineer's certificate for additional floors shall be submitted.
- 16) That the C.C. shall be got re-endorsed as per amended plans.
- 17) That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.
- 18) That all the payments shall be made.
- 19) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/East ward] shall be submitted before applying for C.C.
- 20) That the testing of building material to be used on the subject work shall be done and results of the same will be submitted periodically.
- 21) That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.
- 22) That the NOC from A.A. & C., H/East Ward shall be submitted.
- 23) That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall be submitted.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

sd/-

**Executive Engineer, Building Proposals,  
(Western Suburbs) H Ward**

Copy to: Shri Jayesh Parikh of M/s. Padmavati Buldcon.  
Assistant Commissioner, H/East Ward  
A.A. & C. W. H/East Ward

Forwarded for information please



**Executive Engineer, Building Proposals,  
(Western Suburbs) H Ward**



# गा. न. नं. ७, ७-अ व १२

स नं. 393 हिस्सा नं. ६ प

काबजेदार

डा. कम. धी. खरेटो -

3882

गाव - कोलेकल्याण

तालुका - अंधेरी

इतर ठवक -

क्षेत्र खादणी सायक

वार 9002

पोट खराबा

पक्ष

वार 9002

वार 9002

आकार .....

रुपये ० - ५०

पुढी अथवा .....

जादा आकार .....

पाणी .....

वर्ष

लागवड करणाराचे नाव

क्षेत्र

रीत

पिढे आणि लागवड

क्षेत्र

रोरा

बदर - १  
१०१२ ५१ ६०  
२०१५



दिपक मारणा पुतावेनास दिवा अस

असाय नसताना खरी नक्कल असे, तपार विनांक - ०२/०५/२०२३

तलाठी सजा कोलेकल्याण - १  
तहसिल अंधेरी

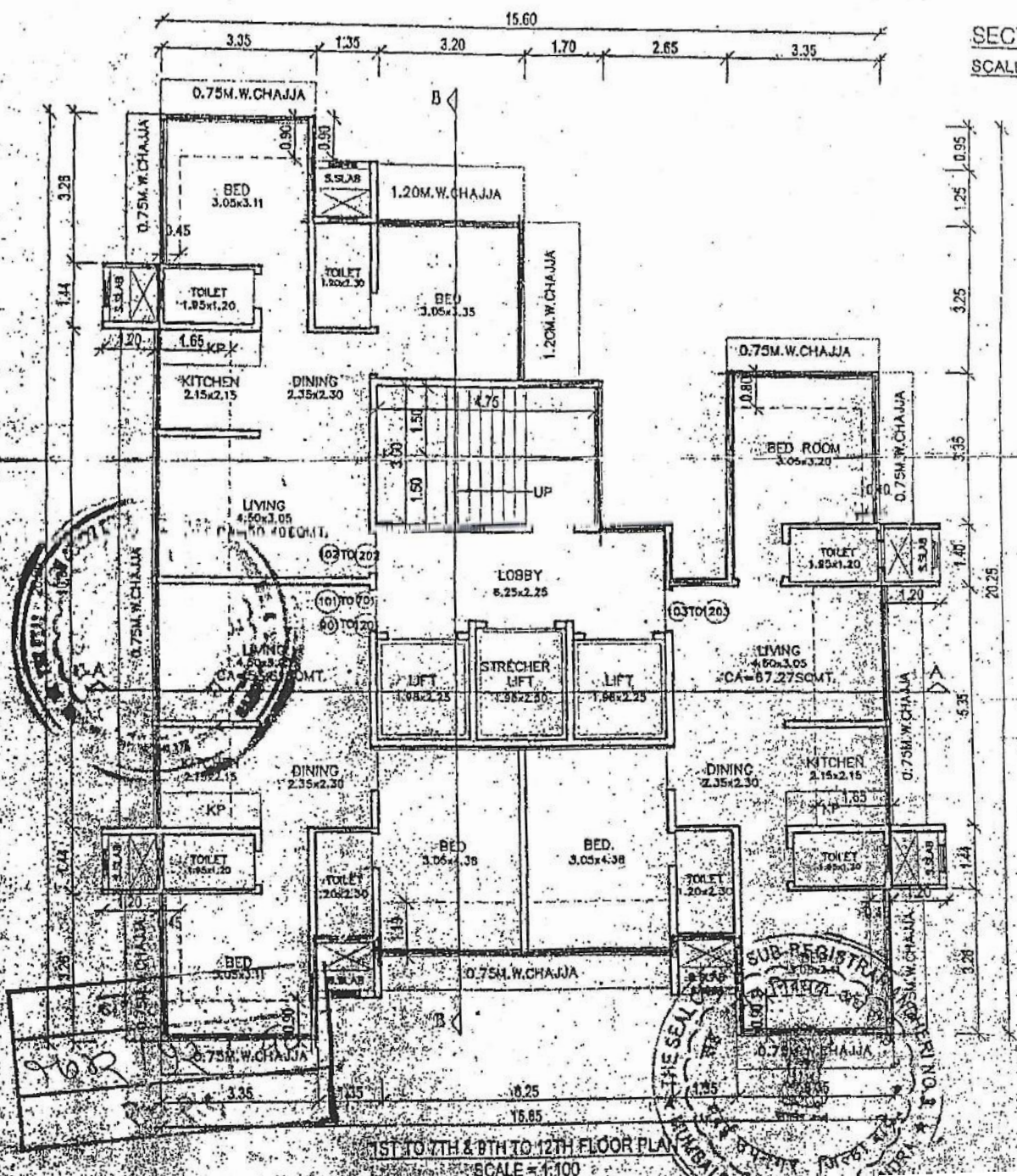
बदर-१  
पुस्तक क्र. १ ३००५ ४६६२  
२०१४

# ANNEXURE - E

TOTAL FLOT AREA = 837.64 sq.mt.

SECTION TH

SCALE : 1:200





**Purchase of Property:**

The Chairman informed the Board that, it is desirable and in the best interest of Company to acquire property located at Flat no. 101,102,103 of Padmavati springs, off CST road, kalina, Santacruz (East), Mumbai 400098. After discussion following resolution was passed

**RESOLVED THAT** consent of the board of Directors of the company be and is hereby accorded to acquire property at Flat no. 101,102,103 of Padmavati springs, off CST road, kalina, Santacruz (East), Mumbai 400098.

**RESOLVED FURTHER THAT** Mr. Parva V Shah, the Director of the Company be and is hereby authorised to execute all the necessary legal documents or supplemental Agreement or any other documents/s as may be required for completing various formalities for Purchasing of Property and to give effect to the above resolution.

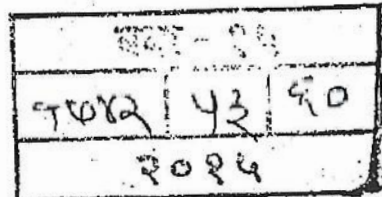
**RESOLVED FURTHER THAT** the common seal of the Company, wherever required, be affixed herein for completion of aforesaid documentation.

**RESOLVED FURTHER THAT** a certified true copy under signature of Mr. Parva V Shah, Director of the Company be given to the concerned parties for their acknowledgment and necessary action.

**FOR ANKIT GEMS PRIVATE LIMITED**

*A. C. S.*

**DIRECTOR**



DW 8251 / 52, D Tower, G Block, Bharat Diamond Bourse, BKC, Bandra (East), Mumbai - 400051.  
Tel.: +91-22-4354 8800, Fax : +91-22-2363 2344, Email : accounts@ankitgems.com  
CIN No.: U36912MH2011PTC216778

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८८४ - २१		
१०३	५४	६०
२०२५		



P. S.

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

PARVA VASANTLAL SHAH

VASANTLAL CHANDULAL SHAH

03/09/1983

Permanent Account Number

ASZPS9857N

P. S.  
Signature



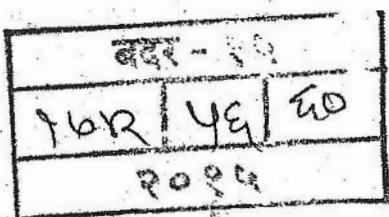
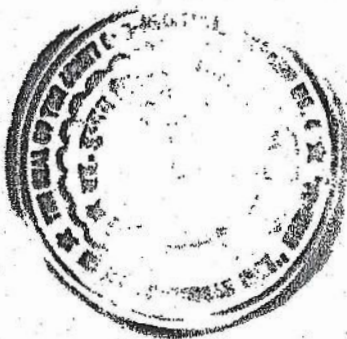
09072005



बदर - १५		
१६१२	५५	६०
२०१५		



D.R. Goradia:





KIRAN ASHOK JANGAM  
 ASHOK RAMCHANDRA JANGAM

13/09/1990  
 Permit Account Number

AMKFI7028B

Signature



FORM 8

Driving License

11/20/1997

Driving License Number

Date of Birth

Name of the Licensee

Sex

Spouse/Child

90R		
46	40	
2094		

Summary1 (GoshwaraBhag-1)

शुक्रवार, 27 फेब्रुवारी 2015 6:39 म.नं.

दस्त गोषवारा भाग-1

वदर15

दस्त क्रमांक: 1742/2015

दस्त क्रमांक: वदर15 /1742/2015

बाजार मुल्य: रु. 91,63,000/- मोबदला: रु. 95,00,000/-

भरलेले मुद्रांक शुल्क: रु.4,75,000/-

दु. नि. सह. दु. नि. वदर15 यांचे कार्यालयात

पावती:1925

पावती दिनांक: 27/02/2015

अ. क्र. 1742 वर दि.27-02-2015

सादरकरणाचा नाव: मे. अंकित जेम्स प्रा. लि. तर्फे संचालक श्री. पर्वाकुमार शाह

रोजी 6:38 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1200.00

पृष्ठांची संख्या: 60

दस्त हजर करणाऱ्याची सही:

एकुण: 31200.00

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

02 / 2015 06 : 25 : 02 PM ची वेळ: (सादरीकरण)

02 / 2015 06 : 25 : 46 PM ची वेळ: (फी)

प्रमाणित करणेत देते की, या दस्तामध्ये एकूण.....६०.....पाने आहेत.



प्रतिज्ञायत्र

अहमदनगर जिल्ह्याच्या कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार व नोंदणीत आलेल्या दस्तातील संपूर्ण मजकूर, निष्ठादक व्यक्ती, साक्षीदार व साक्षीदारांच्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्ठादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

D.R. Zoradia





P. S.

लिहून देणारे :

लिहून घेणारे :

१७०२	५५	६०
२०१५		



अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे. अंकित जेम्स प्रा. लि. तर्फे संचालक श्री. पर्विकुमार शाह पत्ता:डी डब्ल्यू ६२५१ आणि डी डब्ल्यू ६२५२, -, भारत डायमंड बोर्स कॉम्प्लेक्स, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा पूर्व, बी.एन. भवन, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAJCA4305Q	लिहून घेणार वय :-31 स्वाक्षरी:- <i>P. S.</i>		
2	नाव:मे. पद्मावती बिल्डकॉन तर्फे भागिदार धवल आर. गोरडीया पत्ता:प्लॉट नं: ८/२०४४, माळा नं: २ रा मजला, इमारतीचे नाव: सयाजी वैभव, ब्लॉक नं: -, रोड नं: लायब्ररी शॉपिंग सेंटर, लायब्ररी रोड, नवसाई, जिल्हा नवसारी, गुजरात, नवसारी. पॅन नंबर:AAMFP1241N	लिहून देणार वय :-23 स्वाक्षरी:- <i>O.R. Godia</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ:27 / 02 / 2015 06 : 26 : 38 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, त्यांची ओळख पुढावतात

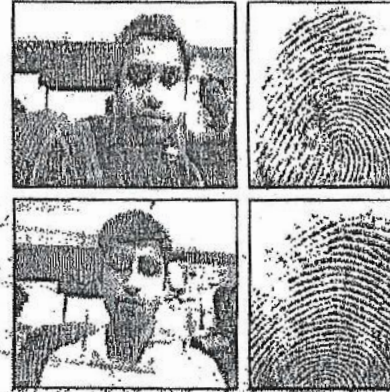
अनु क्र. पक्षकाराचे नाव व पत्ता

- नाव:किरण - जंगम  
वय:24  
पत्ता:२/३७, कंधारिया मेशन, दादर पश्चिम, मुंबई  
पिन कोड:4000०८
- नाव:निलेश - पोळ  
वय:26  
पत्ता:२/३७, कंधारिया मेशन, दादर पश्चिम, मुंबई  
पिन कोड:400028



*स्वाक्षरी*

*स्वाक्षरी*



शिक्षा क्र.4 ची वेळ:27 / 02 / 2015 06 : 27 : 09 PM

शिक्षा क्र.5 ची वेळ:27 / 02 / 2015 06 : 27 : 28 PM नोंदणी पुस्तका 1 मध्ये

आह.द.नि.अंधेरी

iSarita v1.4.0

बदर - १५७६२ / २०१५  
पुस्तक क्रमांक - १, क्रमांक १७१२  
नोंदाला  
दिनांक २७/२/१५

*स्वाक्षरी*  
सह. सुदाम मिजबजा, अंधेरी क्र. - ५,  
अंधेरी उपनगर जिल्हा.

Summary-2( दस्त गोषवारा भाग - २ )

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH006064111201415E	0003833673201415
2	MH006064558201415E	0003833672201415

1742 /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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