

Flat NO 101



महाराष्ट्र शासन-नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल सन 201३

१. दस्ताचा प्रकार : फ्याशन। जेम्स अनुच्छेद क्रमांक : २५
२. सादरकर्त्याचे नाव : सो. किल्ले स्वामी म्हा. लि.
३. तालुका : सो. येरि
४. गावाचे नाव : कोळेकळे १०१
५. नगरमुमापन क्रमांक/सर्व्हे क्र./अंतिममुखंड क्रमांक : ५०९३
६. मुल्य दरविभाग (झोन) : २९ उपविभाग : १०२ बी
७. मिळकतीचा प्रकार : खुली जमिन निवासी कार्यालय दुकान औद्योगिक
- प्रति चौ. मी. दर : २४,९९००/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ : ६०.६० चौ. मी. वि. वि. सप
९. कारपार्किंग : गच्ची : पोटमाळा :
१०. मजला क्रमांक : पहिला उद्वाहन सुविधा : आहे / नाही
११. बांधकाम वर्ष : जमिन बांधकामाचा प्रकार : आरसीसी/इतर पक्के / अर्धे पक्के / कच्चे
१२. बाजारमुल्य तक्त्यातील मार्गदर्शक सुचना क्र. ज्या अन्वये दिलेली घट/वाढ

$$६०.६० \times २४,९९०० = ८६,९९,२६०/-$$

$$= ८६,९९,५००/-$$

१३. निर्धारित केलेले बाजारमुल्य : रु. ८६,९९,५००/-
१४. दस्तामध्ये दर्शविलेला मोबदला : रु. ८०,००,०००/-
१५. देय मुद्रांक शुल्क : रु. ६,५०,०००/- भरलेले मुद्रांक शुल्क रु. ६,५०,०००/-
१६. देय नोंदणी फी : रु. ३०,०००/-

लिपीकः



सह दुय्यम निबंधक

बंद - १५		
१०४३	२	६२
२०१५		

Department Inspector General Of Registration

Payer 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 LIMIT

Location MUMBAI

ED

Year 2014-2015 One Time

Flat/Block No.

Flat No. 101 PADMAVATI SPRINGS

Account Head Details

Amount in Rs.

Premises/Building

0030063301 Amount of Tax

30000.00

Road/Street

543.38 Sq. feet Carpet Area

Area/Locality

Kalna Santacruz Mumbai

Town/City/District

PIN

4 0 0 0 0 8

Remarks (If Any)

PAN2--PN=M/S. PADMAVATI BUILDCON-CA

Amount in

Thirty Thousand Rupees Only

Total

30000.00

Words

Payment Details

FOR USE IN RECEIVING BANK

Cheque/DD No.

Bank CIN

REF No.

69103332015022613774

58205756

Cheque/DD No.

Date

26/02/2015-17:48:24

Name of Bank

Bank-Branch

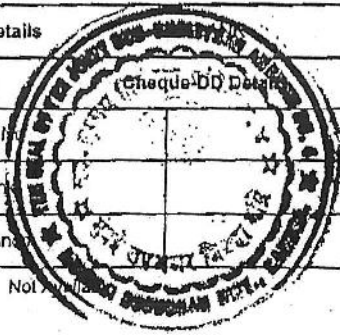
IDBI BANK

Name of Branch

Scroll No. , Date

Not Verified with Scroll

Mobile No. : Not Available



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D.R. Gadia.

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CHALLAN
MTR Form Number-6

GRN MH006062653201415E		BARCODE		Date 26/02/2015-17:29:47	Form ID 25.2
Department Inspector General Of Registration			Payer Details		
Type of Payment Non-Judicial Customer-Direct Payment			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. 101 PADMAVATI SPRINGS	
Account Head Details		Amount In Rs.	Premises/Building		
0030045501 Sale of NonJudicial Stamp		450000.00	Road/Street		543.38 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		450000.00	Amount In Words	Four Lakh Fifty Thousand Rupees Only	
Payment Details IDBI BANK			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	REF No.	69103332015022613641 58204861
Cheque/DD No. बंदर - ३१			Date	26/02/2015-17:36:48	
Name of Bank १०४३ X ६२			Bank-Branch	IDBI BANK	
Name of Branch २०२५			Scroll No. , Date	Not Verified with Scroll	
Mobile No. : Not Available					

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AGREEMENT

D.R. 2
ARTICLES OF AGREEMENT is made and entered into at Mumbai this 27th 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 2nd 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

D.R. 2

ANKIT GEMS PVT. LTD.

P. 2

AND

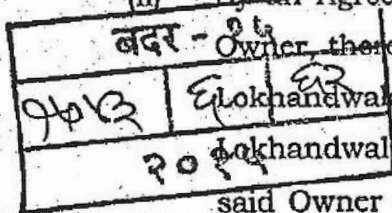
M/S. ANKIT GEMS PRIVATE LIMITED, a company registered under the Companies Act, 1956 vide Registration No. **U36912MH2011PTC216778** Dated 27/04/2011 and having its Registered office at DW-6251 & DW-6252, Bharat Diamond Bourse, G Block, Bandra Kurla Complex, Bandra East Mumbai-400051 represented by its authorized Director **PARVA V SHAH** residing at 92, 504, Jeevan Vihar Building, 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 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";

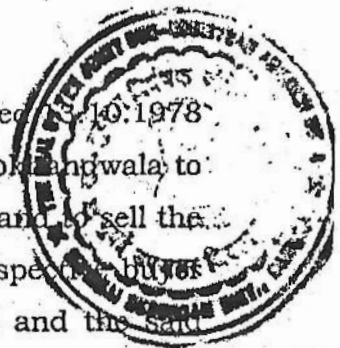


- (ii) By an Agreement dated 13.10.1978 made between the said Original Owner, therein called the "Vendor" of the one Part and Salim Peerbhai Lokhandwala (hereinafter for brevity's sake called "the said Lokhandwala") therein called the "Purchaser" of the Other Part, the said Owner agreed to sell the said 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

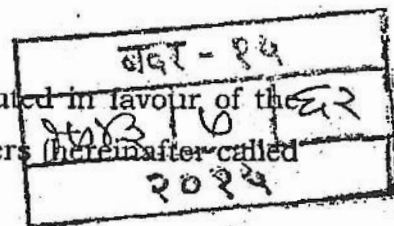


Powers conferred under the said Ceiling Act, 1976 exempted the said land from Provisions of Chapter III of the said Act, on the terms and conditions mentioned in the said order. One of the conditions mentioned in the said order was that the said Land could be used for transferring it by way of sale to 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 buyers 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");

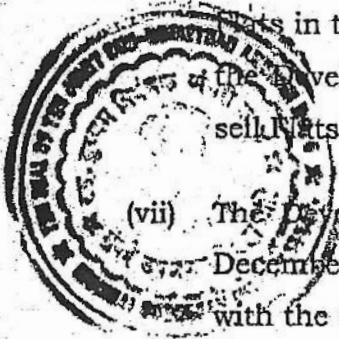


- (v) The said Developers by an Agreement dated 01.06.1981 executed in favour of Shri S.P. Lokhandwala acting in his capacity as the Chief

M/S PADMAVATI BUILDCON D.R.G.	ANKIT GEMS PVT. LTD. P. S.
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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 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 23rd 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 Society 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 13th 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 13th December, 2010 ;

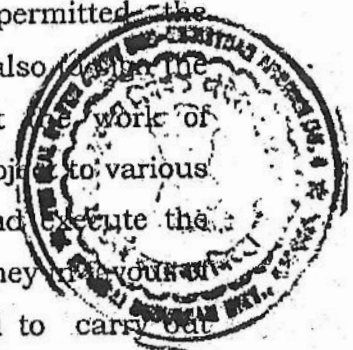
- (viii) The said Building was constructed in the year 1978 and comprising of ground with 3 upper and Fourth (part) and consisting of 17 flats and 4 garages without any lift;

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- (ix) 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

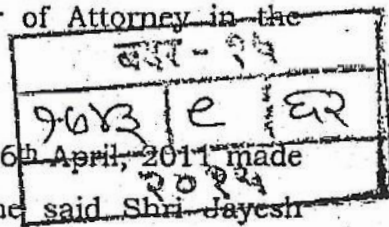
decided that they can demolish the existing building and construct a new building thereon by consuming the potential F.S.I. of the said Plot of land, as well as TDR/FSI as per Development Control Regulation, 1991. Since the Purchaser/s did not have the proper knowledge, resources and expertise, nor the requisite finance to acquire TDR/FSI and construct the new building, it has been decided by the Purchaser/s that the Purchaser/s should transfer their respective entitlements of TDR/FSI to a common the Developers, who can re-construct the entire property by putting up a new building upon utilization of the F.S.I. 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 15th December 2010 appointed the Developers and permitted the Developers to go ahead with the said development and also ~~to~~ ^{execute} 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 26th 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



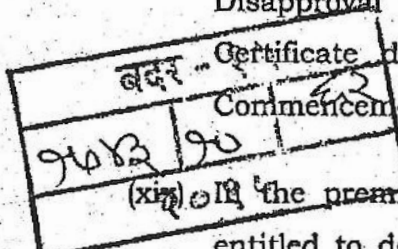
M/S PADMAVATI BUILDCON D.R.g.	ANKIT GEMS PVT. LTD. V.2
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of the said property to the Developers on the terms and conditions recorded in the said Development Agreement dated 26th April, 2011 which is duly registered with the Sub-Registrar at Andheri - I under Serail No. BDR-1 /04731 / 2011 dated 27th 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 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;

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;



- (xviii) 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

11.11.2011 bearing FORD NO. 314/2007, Const. and Bt. and P. 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 entitled to utilize the potential FSI of the said Plot of Land as also FSI by way of TDR as per Development Control Regulation, 1991 for Greater Mumbai and the manner set out in the said Development Agreement. After providing the agreed area to the existing Member/s, the Developers is entitled to sell to the prospective buyer or purchaser on what is popularly known as on Ownership Basis, the Developers Area as is set out in the said Development Agreement.

(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 BASISs" after providing to the (accommodation) 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 101 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 have given full free and complete inspection to the Purchaser of all 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, 1963 (hereinafter called "the said Act") and the Rules Framed thereunder;

M/S PADMAVATI BUILDCON

D.R.G.

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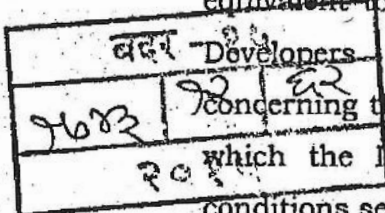
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(xxv) The Developers have also annexed hereto the copies of the following documents:-

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

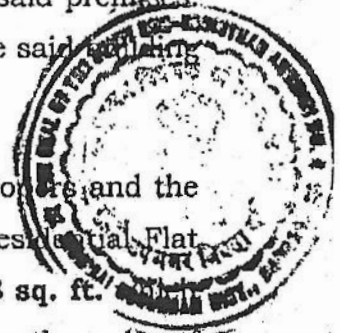
(xxvi) The Purchaser after verifying the aforesaid is satisfied of the correctness and validity thereof and after full satisfying the Purchaser has agreed to purchase from the Developers, and as such has agreed to acquire and purchase the **Flat No.101** on the **1st Floor** in the said Building to be known as **"PADMAVATI SPRINGS"** admeasuring **543.38 SQUARE FEET CARPET AREA** which area is inclusive of **FUNGIBLE AREA** equivalent to **50.48 Square Meters** . for the total consideration of **Rs. 90,00,000/- (Rupees Ninety 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. 85,00,000/- (Rupees Eight Five Lakhs Only)** being amount equivalent to **94.444 %** 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.

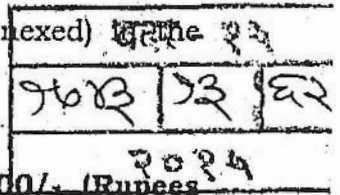


NOW KNOW YE AND THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

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 hereby gives his full, free and irrevocable consent and No Objections for the said premises. The Developers do construct such additional floors in the said premises under construction.



2. The Purchaser hereby agree to purchase from the Developers and the Developers hereby agree to sell to the Purchaser one Residential Flat No. 101 on 1st floor of carpet area admeasuring 543.38 sq. ft. area is inclusive of fungible area (the said Flat is for the sake of convenience hereinafter referred to as "THE SAID FLAT") bearing No. 101 on 1st floor (as is shown in the plan hereto annexed) to the Building to be known as a "PADMAVATI SPRINGS"

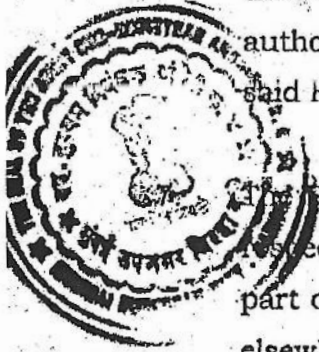


3. The Purchaser has agreed to pay sum Rs. 90,00,000/- (Rupees **NINETY LACS ONLY only**) as the total Purchase price of the said Flat, admeasuring **543.38 Square Feet of CARPET AREA** which area is inclusive of fungible area and PRIOR TO EXECUTION OF THESE PRESENTS OUT OF SAID CONSIDERATION AMOUNT the Purchaser have paid sum of Rs. 85,00,000/- (Rupees Eight Five 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

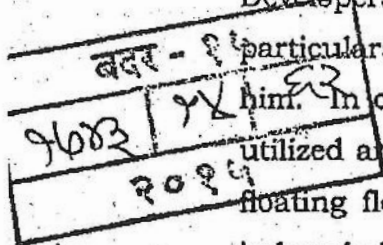
M/S PADMAVATI BUILDCON D.R.2	ANKIT GEMS PVT. LTD. P.20
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Bank Finance or Finance through other sources) and shown his willingness to pay within 7 DAYS of the Developers sending Letter (Demand) to the Purchaser at the address furnished hereinabove.

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

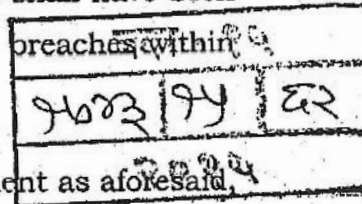
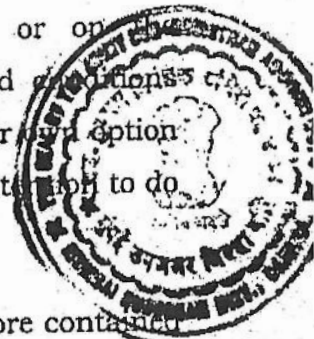


The Developers hereby declare that the Floor Space Index available in respect of the said property is 837.67 Square Meters. only and that no part of the said floor space index has been utilised by the Developers elsewhere for any purpose whatsoever. In case the said Floor Space Index has been utilized 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.



to sell the same by way of tenements to the prospective purchasers on similar to the terms and conditions appearing in these presents.

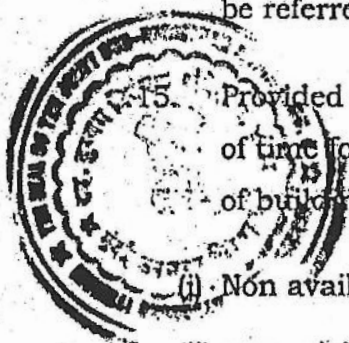
9. The Purchaser agree to pay to the Developers interest at TWENTY FOUR PERCENT PER ANNUM on all the amounts which become due and payable by the Purchaser to the Developers (i.e. within 7 DAYS OF THE DEMAND (LETTER) in the manner described hereinabove under the terms of this Agreement from the date the 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 option to terminate agreement, by serving Legal Notice of their intention to do so after SEVEN DAYS .
11. Provided always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchasers fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to 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



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



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 :

- (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

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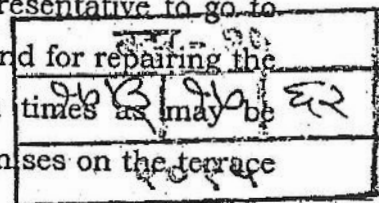
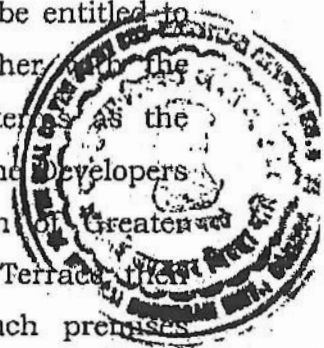
(iv) any other cause beyond the control of THE DEVELOPERS.

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.

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 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/s at such price/rate and on such terms and conditions as the Developers may deem fit and proper. The Co- operative Housing Society (the said existing Society) to which the Purchasers of premises / Flat shall be enrolled as Member (s) entitled to depute its representative to go to the terrace for the regular check-up and up keep and for repairing the tank at all reasonable time and/or during such times as may be mutually agreed upon by the purchaser of the premises on the terrace and the said Society 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

M/S PADMAVATI BUILDCON D.R.G.	ANKIT GEMS PVT. LTD. P. S. /
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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:-

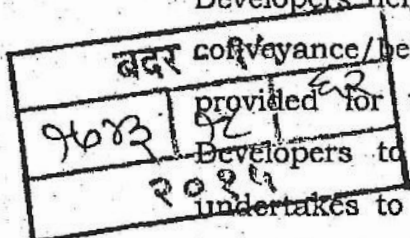
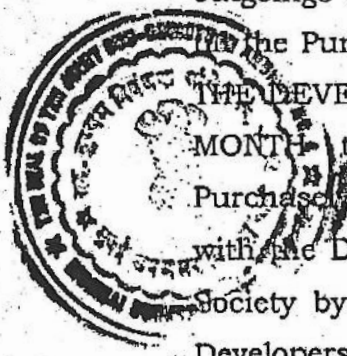
(i) A sum of **Rs. 600/-** towards share application, entrance fees of the proposed Society or limited Company.

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

(iii) Commencing a week after notice in writing is given by the Developers to the Purchaser that the flat is ready for use and occupation, 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 or 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

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 provision 6 of the said Act, on such

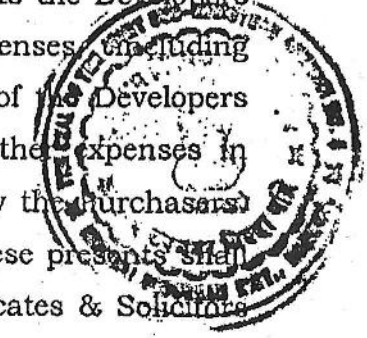
conveyance/being executed, the aforesaid deposits (less deduction provided for under this agreement) shall be paid over by the Developers to the Society as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of out going regularly on the 5th day of each and every month in advance and shall not withheld the same for any



(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.



23. It has been expressly agreed between the parties hereto as also the Purchasers/acquires of the different flat tenements that in case the said Building/collapsed or any damage is caused due to any Act of God, earthquake, floods or any natural climate, Act of enemy, war or due to any of the cause which is beyond the control of the Developers, The Developers shall not by in anyway liable to reconstruct the building or to carry out the repairs. However the rights, title and interest of the Developers in the said property by virtue of this

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agreement shall be demised or transferred to the 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 whosoever 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 storing 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.

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

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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, Parda 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 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 THE DEVELOPERS under this Agreement are fully paid up and only if the Purchasers had not been guilty of breach of or non- observance of any of terms and conditions of this Agreement and the Purchasers has



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intimated in writing to THE DEVELOPERS and obtained prior consent in writing from THE DEVELOPERS.

- (j) The Purchasers shall observe and perform all the rules and regulations 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.

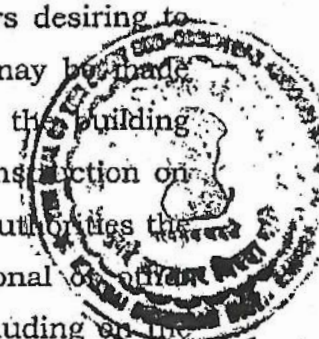
26. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Property and the Building or any part thereof. The Purchasers shall have no claim save and except in respect of Flat hereby agreed to be sold to them 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

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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

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.



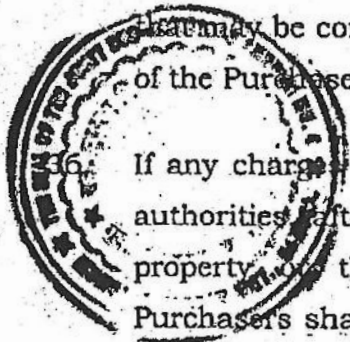
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32. The Developers shall have the right to give for the purpose of advertising open space in the said property including on the terrace either by putting up support and/or by using the compound walls for the purpose on such terms and conditions as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

M/S PADMAVATI BUILDCON D.R.G.	ANKIT GEMS PVT. LTD. [Signature]
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desire. The said right shall continue to subsist even after the portion of the said property is transferred to the Society or to the Limited Company or similar organisation as the case may be and the said right shall also be incorporated in the final deed of conveyance. The Purchasers herein shall not be entitled to object to the same for any reason whatsoever and shall also allow The Developers their 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 on 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.

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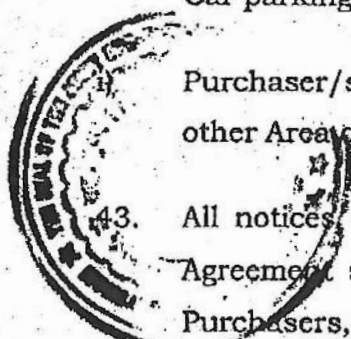
37. The Developers shall in respect of any amount liable to be paid by the Purchasers under the terms and conditions of this Agreement shall have a first charge and lien on the said Flat, Flat to be acquired by the Purchasers as mentioned herein. It is also agreed that the Purchasers

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 such office and attend the 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.

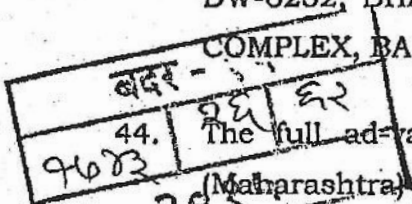
M/S PADMAVATI BUILDCON D.R.G.	ANKIT GEMS PVT. LTD. V.S.
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- a) Purchaser/s have agreed to purchase the said Premises, in the said building from the Developers ;
- b) In view of the Purchaser of the said premises only, the Developers have permitted the Purchaser/s, to use the Car Parking, mentioned herein;
- c) The Purchaser/s shall be a Purchaser/s of the proposed Society, on account of purchase of the said premises, and not on account of use of the Car Parking;
- d) Right of the user to use the Car Parking, is parallel, and /Co-extensive 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;

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 Posting 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



The full ad-valorem stamp duty in accordance with the Bombay (Maharashtra) Stamp Act, 1958 and registration charges in accordance

Purchaser informs the Developers of the number which it has been lodged for registration.

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:-

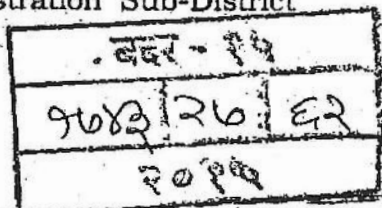
We, ANKIT GEMS PRIVATE LIMITED, the Purchaser within named, am/are assessed to Income Tax by Place MUMBAI. Ward/Circle No 5 and the Permanent Account Number allotted to us is AAJCA4305Q.

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

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. XII of the said Private Scheme and the approach of property situate lying and being off 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, within the Registration Sub-District and District of Bombay City and Suburban;



M/S PADMAVATI BUILDCON D.R.2.	ANKIT GEMS PVT. LTD. P.2.
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THE SECOND SCHEDULE OF THE PROPERTY REFERRED TO:

LIST OF AMENITIES

SPECIAL AMENITY

: Health Club & Society Amenity/ Recreation Room:
A medium size Health Club having all basic equipments along Swimming pool facility shall be provided if permissible in M.C.G.M.

FLOORING

: Good quality Vitrified / Marbonite flooring in Hall, Bed Rooms and Kitchen etc.

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

In stair cash 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

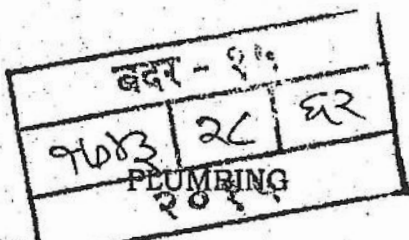


: All the room doors made of solid flush door with best quality brass fittings.

Decorative main entrance door shall be laminated.

: Granite platform with colored tile dado 2' Height above the platforms. Full tile dado below platforms.

Stainless steel sink Provision for piped gas.



: Concealed plumbing Good quality sanitary fittings of reputed make like Jaguar continental

Telephone points in the living and bedrooms.

Cable point and telephone point.

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.

COMPOUND 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.



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M/S PADMAVATI BUILDCON D.R.G.	ANKIT GEMS PVT. LTD. P. S.
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IGNED SEALED AND DELIVERED)

by the withinnamed "Developers")

M/S PADMAVATI BUILDCON)

Through its Partner *D.R. Gadia*)

MR Dhaval R. Gadia)

in the presence of)

17/04/18

(2) (P)

Padmavati Buildcon
D.R. Gadia
Partner



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.S. FOR ANKIT GEMS PRIVATE LIMITED

DIRECTOR / AUTHORISED SIGNATORY

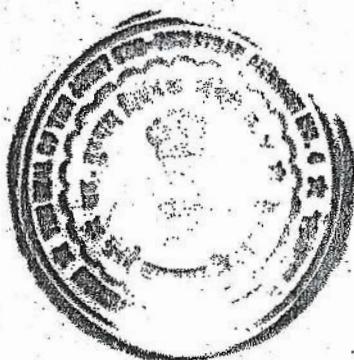
In the presence of.....)

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Sr. No.	Cheque/ RTGS No.	Cheque Date	Bank Name and Branch	Amount
1.	945822	31.01.2014	State Bank of India, Diamond Branch	Rs. 22,00,000 /-
2.	000318	03.02.2015	Allahabad Bank, International Banking Branch	Rs. 22,50,000 /-
3.	000320	05.02.2015	Allahabad Bank, International Banking Branch	Rs. 20,50,000 /-
4.	2015022 0500010 02789	19.02.2015	Allahabad Bank, International Banking Branch	Rs. 19,10,000/-
TDS @1% of Consideration amount U/S.194 IA of Income Tax Act, 1961				Rs. 90,000/-
Total				Rs. 85,00,000/-

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. 101 admeasuring about 543.38 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. 13, Hissa No. 6 (Part), C.T.S. No. 5013F of Revenue Village Kole-Kalyan, Andheri Taluka.



WITNESSES :

**We SAY RECEIVED Rs. 85,00,000/-
FOR M/S. PADMAVATI BUILDCON**

1. *[Signature]*

D.R. *[Signature]*

वडा - १५		
१०४३	३७	६२
२०१५		

2. *[Signature]*

(MR. _____)
Developer

PLACE : MUMBAI

DATE : 27/02/2015



बदर - ४५		
१५७३	३२	२२
२०१५		

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 hereinafter
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 IV of the
said Ceiling Act, 1976.

300932	82
2028	

(2)

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.

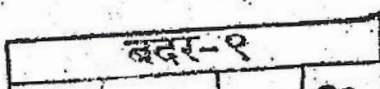
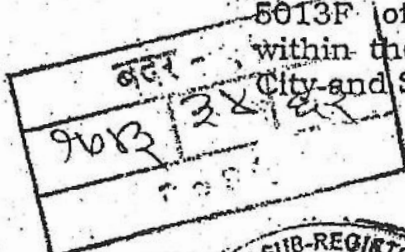
SCHEDULE OF PROPERTY ABOVE REFERRED TO

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. 5013F of Revenue Village Kole-Kalyan, Andheri Taluka, within the Registration Sub-District and District of Bombay City and Suburban;

Dated this 12th 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, H.No.6 and 15 (part) admeasuring sq.yards equivalent to 837.80 sq. thereabouts at Village Kole-Kalyan and 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 all the necessary 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	E2
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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/H6679/23/06/1981 and having registered Office at Plot No.IV, Silver Arch Building, C.S.T. Road, Kalina, Santacruz (East), Mumbai 400 028 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

Registration and having	E2
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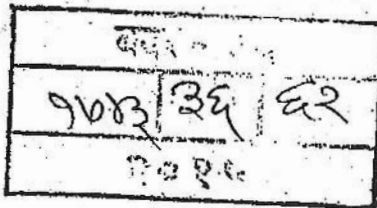
(4)

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 15th day of September, 2012

FOR VINOD MISTRY & CO.,



Advocates and Solicitor
High Court, Mumbai

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारमाना किंवा त्याचे अमिलेख किंवा करार संक्षेपलेख व याजाःरभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी येतो की पट्टेदार ते नमूद करावे) मोबदला रु. 0.00

बा.भा. रु. 47,700,000.00

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

- (1) सिटीएस क्र.: 5013/एफ वर्णना जमीन य बांधकाम - प्लॉट क्र. 4 ऑफ प्रायव्हेट स्किन, सोरब भेदान, प्लॉट क्र. 12 ऑफ प्रायव्हेट स्किन, सी एस टी रोड, कलिन सागाकुझ (पू) मुं - 98, सर्क. 313, हिस्सा क्र. 6 (पैकी), सिटीएस क्र. 5013/एफ, क्षेत्र - 1002 चौरस यार = 837.67 चौरस मीटर (अविनीर्णीत दस्त)
(1) 1002 चौरस यार = 837.67 चौरस मीटर

- (3) क्षेत्रफल

- (4). आकारणी किंवा जुडी देण्यात
असेल तेव्हा

- (1)

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

- (1) निम्नी लिखइयाली का आदिना भासा लि ये अधः मुल हसन अब्दुल्ला शेख
घर/पत्तनः प्लॉट क्र. 4, सिल्वर-साय-डी एस टी-1, कलिका साताकूम (पु) मु-घर
प्लॉट/साय-डी एस टी-1; ईमारतीये भायः -; ईमारतीये भायः -; पेटवलातः -; शहर/गायः -; तालुका -; पिनः -

- (2) निओलेखं इति तस्मात् यद्यपि कदाचित् नित्यं सार्वभौमिकं चकाराणां संपालिकाः - घर/प्रजेंट
नं: यरीलपुत्रेण : गल्फ/स्ता: - ईमारवाच नायक-ईमारवाच नायक-ईमारवाच नायक-ईमारवाच नायक-ईमारवाच नायक

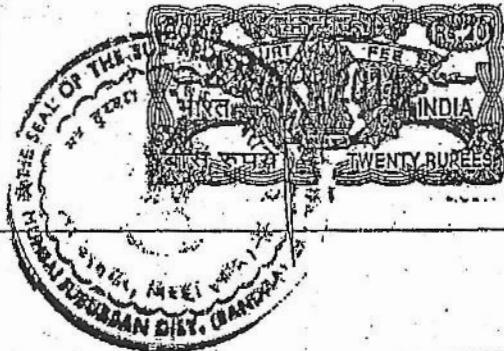
- (3) निम्नलिखित व्यक्तियों का नाम और पता प्रमाणित करने के लिए प्रमाणित करने वाले अधिकारी द्वारा सारा प्रसाद मिश्र :- ; घर/प्लॉट नं. :- ; पिन कोड :- ; मोबाइल नं. :- ; ईमेल नं. :- ; पेट/वसाहत :- ; शहर/गांव :- ; जिला :- ; राज्य :- ;

- 4) जयशंकर शायभाई परामर्श - मान्य विभाग - -; मूक प्रलेट नं: जी-3, विनायक कुंज, नेहरू रोड,
जयशंकर शायभाई परामर्श - -; इमारत नं: -; ईमारत नं: -; पेट/वसंहात: -;
पेट/गाय: -; तालुका: -; जिला: -; पिन नम्बर: -; P.P. 8937 D.

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

- [illegible]

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|---------------------------------|---------------|----------------|
| (7) दिनांक | करून दिल्याचा | 26/04/2011 |
| (8) | नोंदणीचा | 27/04/2011 |
| (9) अनुक्रमांक, खंड व पृष्ठ | | 4731 /2011 |
| (10) बाजारभावाप्रमाणे मूल्यांकन | | रु. 2385000.00 |
| (11) बाजारभावाप्रमाणे मूल्यांकन | | रु. 30000.00 |
| (12) शेर | | |



खुरी प्रत

अ. दुष्यम निर्धयम्, अंधेरी क. १.
मुं परं जयनगर जिज्हा.

9673 36 ER

बंदर-९			
पुस्तक क्र. ९	3004	४	६२
२०१४			

9

दस्तावेजांचा प्रारंभिक तपासणीचा प्रमाणपत्र

दुय्यम निबंधक: अंधेरी 3 (अंधेरी)

दस्तावेजांचा क्र. 12768/2010

Tuesday, April 26, 2011

4:17:33 PM

सूची क्र. दोन INDEX NO. II

नॉदणी 63 म.

Regn. 63 m.s.

गावाचे नाव: कोलेकल्याण

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अविहस्तांतरणपत्र
य बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 4,000,000.00
बा.भा. रु. 8,844,000.00

बदर-१
२७९ १५६

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

(1) सिटीएस क्र.: 5013/ एक वर्णना जमिन व बांधकाम सिटी रोड फ्लॉट नं 313, सरी नं 313 हिस्सा नं 6 पैकी, सिटीएस नं 5013 एफ, कोलेकल्याण तालुका अंधेरी प्लॉट नं VI, क्षेत्र 1002 चौ वार, -- एडीजे नं ए -4999-10- दि 13-12-10.
(1)837.67 चौमी

- (3) क्षेत्रफल

- (4) आकारणी किंवा जुडी देण्यात
असेल तेव्हा

(1)

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

(1) करणे नं. मागील - बांधकाम - घर/प्लॉट नं: 474 रेश मार्गें बरेन गोवा; गल्ली/रस्ता: -; ईमारतीचे नाव: -; पेट/यसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नं. EPB0514M.

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

(1) जमीन मालकी नं. 3 विनायक कुंज नेहरू रोड विलेपार्ल पू 57; गल्ली/रस्ता: -; ईमारतीचे नाव: -; पेट/यसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नं. ALBPP807AD.

- (7) दिनांक

करून दिल्याचा 13/12/2010

- (8)

नॉदणीचा 13/12/2010

- (9) अनुक्रमांक, खंड व पृष्ठ

12768/2010

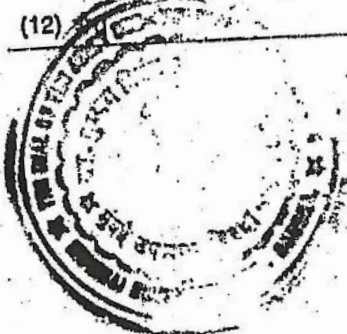
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रु. 12000.00

- (11) बाजारभावाप्रमाणे नॉदणी

रु. 30000.00

- (12)



बदर-१
२८६२

बदर-१
पुस्तक ३७७५/१६२

कोलकात्याम		तालुका/न. भू. मा. का. -- न. भू. अ. बांद्रा		जिल्हा -- मुंबई उपनगर जिल्हा	
शिट नंबर	खंड नंबर	क्षेत्र	धारणाधिकार	शामलता विलेखा आकारप	मालीची नियत
५०१३५	५०१३५	चौ.मी.		संपूर्ण आणि त्याच्या फेर	
[[[१३१-८/१]]]		[शेती]	सन २०१२-२०१३		
चौ.मी.		क	चिनशेती सारा र.रु. ६८२६/- रु.मात्र		
[[[७७९-२]]]					
८३७-६					

सुविधाधिकार	
हक्काचा मुद्दाधारक	शेतीकडे.
वर्ष १९६८	
पट्टादार	
इतर शी	

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (भा) पट्टेदार (घ) निष्ठा भार (भा)	साक्षात्कृत
२५/०२/१९७०	भा.स.च्या १९५६ च्या वजन मापाचे कायद्यालगत म.रा.स.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या माणेसंबंधी कायद्यानुसार क्षेत्र अधिकाराचे रुपांतर केले			साक्षात्कृत
२४/०७/१९८८	मा.अधिकांक यांचे काडील आदेश न.पू. एस.आर.४/६७५/८५ अन्वये क्षेत्र दुरुस्ती केली दि.३-७-८५ अन्वये			साक्षात्कृत
२१/०३/१९९४	मा.असि.असेसर व कलेक्टर एच (एच) बॉर्ड यांचेकाडील पत्र क्रमांक एचईएएस/३०/६४/९३/९४ दि. १२/३/९४ अन्वये र.रु. ६८९४१.५० ची बोजाची नोंद घेतली		(E) [बुलन्मुंबई महानगर पालिका] [ले ७७९.२३]	साक्षात्कृत
१७/०४/२०१३	असिस्टंट असेसर आणि कलेक्टर बाई एच ईस्ट, बुलन्मुंबई महानगर पालिका यांचेकाडील पत्र क्र. ओएस/एचईस्ट/२८९५/२०१२-१३ दि. ७/१/२०१३ तसेच अर्जदार यांचा अर्ज, ऑफीडेव्हॉट, जबाब व नगर भूमापन अधिकारी बांद्रा यांचा दि. १७/४/२०१३ चे आदेशान्वये मे. पद्यावती विलडकॉन यांनी र.रु. ६८९४१.५०/- इतकी बोजाची रक्कम परतफेड केलीने इतर हक्कासाठी दाखल असलेली बुलन्मुंबई महानगर पालिका यांची नोंद कमी केलेची नोंद केली			साक्षात्कृत
२७/०८/२०१३	आदेशान्वये- भा. जिल्हा अर्जातक गुणि अभिलेख, मुंबई उपनगर जिल्हा यांचेकाडील पत्र क्र. न. भू. अ. नवकल अर्ज/सत्ता प्रकाश/२०१३ दि. ११/७/२०१३/२०५२ व पत्र क्र. न. भू. अ. अक्षरी नवकल अर्ज/सत्ता प्रकाश/२०१३ दि. २६/७/२०१३ अन्वये य. न. भू. अ. बांद्रा यांचेकाडील दि. २७/८/२०१३ चे आदेशान्वये सत्ता प्रकार शेती दाखल केलेची नोंद केली.			साक्षात्कृत
२४/११/२०१३	आदेशान्वये- भा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकाडील आदेश सी/डेस्क-३री/एनओ/एसआरओ-२१२५ दिनांक २/८/२०१३ अतितातडी चिनशेती/मो. र. नं. १८३/२०१३ दि. ४/७/२०१३ व नगर भूमापन अधिकारी बांद्रा यांचे दि. २७/११/२०१३ चे आदेशान्वये सार मिळकतीस सत्ता प्रकार क दाखल केलेची नोंद केली.			साक्षात्कृत

बदर-९			
पुस्तक क्र. १	३७७५	३	६२
२०१४			

6

मालमत्ता पत्रक

गिरासि	कोलेकल्याण	तालुका/न.भु.मा.का. -- न.भू.अ.बांद्रा	जिल्हा -- मुंबई उपनगर जिल्हा
भूतपत्र	शिट नंबर	प्लॉट नंबर	क्षेत्र
1/का.प्री.न.			धारणाधिकार
40135	40135		रासनाला दिसेल्या अकरणीचा किर्वा भाड्याचा तपशील आणि त्याच्या फेर तपसणीची नियत बंका

संपूर्ण करणाऱ्या

खरी नवकल -

न.भू.अ.बांद्रा

मुंबई उपनगर जिल्हा

नवकल मज ९८४६ नवकल मज ९८४६
मज दाखल दि. १०/१२/१३
नवकल तपस ११/१२/१३ नवकल मज ९८४६
नवकल दिव्या १२ DEC २०१३
नवकल करणाऱ्या १८
नवकल मज ९८४६

खरी प्रत

नगर भूनामन अधिकारी, बांद्रा

प्रमुख अधिकारी, दफ्तर
नगर भूनामन अधिकारी, दफ्तर



बंद -		
१०८३	४०	२२



17 OCT 1979

X) That as stated in C.E.'s circular No. 03/11357/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 canvas) will not be submitted as per proforma 'D'.

Y) 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.

Z) That the surface drainage arrangement will not be made in consultation with E.P. Planning (Subs.)

Z1) That the low lying plot will not be filled up to a reduced level of atleast 92 Tow Hall Datum or 6" above adjoining land level whichever is higher with murrum, earth, boulders etc. levelled and rolled to the satisfaction of the C.E.

Z2) That the means of access will not be constructed water bound macadam before starting the work and will not be constructed, asphalted, drained, sewer, lighted etc. before submitting B.C. to the authorities to grant permission to occupy the building whichever is earlier.

Z3) That the compound wall is not constructed on all the sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work.

Z4) That the drainage lay out plans will not be got approved from this office by H.P. before applying for C.C.

Z5) That the overhead water storage tanks will not be provided with bottom slab 4'-0" above the roof slab as required by H.E.

Notes:-1) That the work should not be started unless objections A, J, R, Y are complied with.

2) That the C.C. will not be issued unless N.O.C. from Civil Aviation, A.A.E.C. Ward, H.P., N.A. Permission are obtained and conditions B, E, M, N, Z4 are complied with, road is checked and terms and conditions of layout are complied with copy of terms and conditions.

422/12.10.79.

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बदर - १५		
१५४३	२	२२
२०२५		

OCT 1979

With reference to your Notice, letter No. 337 dated 20.9.1979 and delivered on 26.9.1979, and the Plans, Sections, Specifications and Description and further particulars and details of your building at S.No. 6, Sub-Plot No. 6, Village Kolahalyan,

furnished to me under your letter, dated 1979 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval thereof by reasons:-

at the G.D. under Section 69(1)(a) of the B.M.C. Act will not be had before starting the work.

at structural design and calculations for the proposed building are omitted.

the road lines and reservations will not be deposited at site with B.M. (Survey)/ B.M. (D.P.)/ D.I. of L.B. before starting the

Application is not made and deposit is not paid to A.E. (Mint.)

or carriage entrance across road side drains at your cost -

starting the work and the carriage entrance will not be

before submitting R.C.O. or before occupation whichever is

1) That the requirements of bylaw 4(a) will not be complied

re starting the drainage work.

the passages and lobbies will not be properly lighted and

the open spaces parking spaces and terraces will not

be paved with concrete asphalt or laid sloped and

the set of plans mounted on canvas and two additional

will not be submitted.

the structural will be intimated in due course will not be

before starting the work.

that G.D. under Section 270-A of B.M.C. Act will not be obtained from

the Civil Aviation Department for the proposed height

will not be submitted before starting the work.

the conditions of sanctioned layout under No.

will not be complied with before applying for

true copy of plan of the sanctioned sub-division/

plans and hand-drawings will not be submitted.

from A.A.A.C.H./East will not be submitted before

from B.M. will not be submitted before applying for

non-agricultural permission from Revenue Authorities

as required under the Maharashtra Land Revenue Code

submitted before applying for B.M.

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

26. This work generally is not intended to be executed in accordance with the Municipal

is your intention as to obviate the before mentioned objection to the work at 1947, but not as to comply with any of the provisions of the Municipal Regulations or By-law made under the Act at the time of the Special Instructions and Notes accompanying the same.

Not valid upto

E. E. B. V. S. (H.K.) Wards

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD FROM GROUND WHICH IS NOT YOUR PROPERTY

(2) Under Section 63 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 346 of the said Act.

(3) Under Bylaw, 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 which the drain from such building can be connected with the sewer then existing or about to be laid in such street."

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

"(c) Not less than 2 ft. () metres above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the Commissioner is required to give notice of erection of a new building or occupation of a vacant lot to the Commissioner within fifteen days of the completion or of the occupation of the building. 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 and the 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.

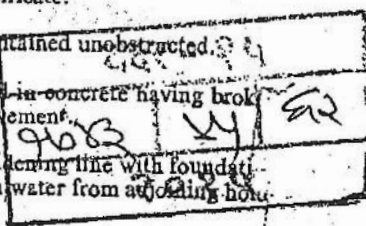
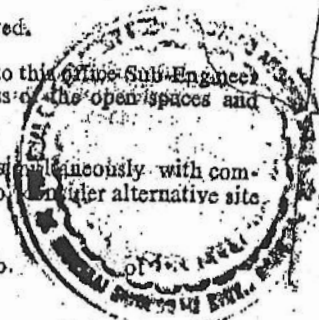
(6) Proposed date of commencement of work should be communicated as per Section 347(1) (a) of the Bombay Municipal Corporation Act.

91083 One more copy of the block plan should be submitted for the Collector, Bani

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Bombay Suburban District before the work is started. The Non-agricultural assessment which 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

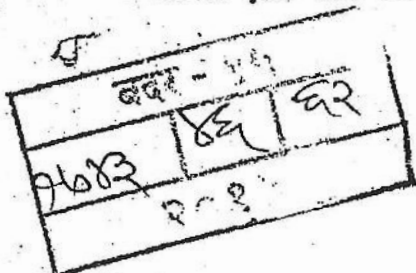
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion 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 plinth should not be started before the same is shown to the Chief Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces 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. 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 broken glass pieces at the rate of .125 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(h)(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)(aa) 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 or the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and 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 manholes 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 main 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.



J. Rawal 17/10
 for Executive Engineer, Building Proposals
 Zone. W. S. (E. H.) Wards

of 1966) to Dr M.B. Bhatnagar
APPLICANT, to the Development work of Residential

at premises at 6 Street No.

Hissa No.
Village

CTS No.

Survey No. 313
Plot No. VI

situated at Village Kule Kalyan
on the following conditions: S'COU2(E)

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 J. L. Sawant 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. Such extended period shall in no 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 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.

10 Commencement certificate is for
trying out the work upto Plinth only

91003	20	22
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FOR and on behalf of the Local Authority,
The Municipal Corporation of Greater Bombay

Yogesh
DEMPH
dc

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

OR
MUNICIPAL COMMISSIONER OF GREATER BOMBAY

D.1.9.80

Revalidated upto 16.10.82

Revalidated upto: 16.10.81

RB SPN
AEBP (H.E.E.P.W.S. (H&K) Ward)

Revalidated upto: 16.10.83

Y2 (3/11)
SPN 14/11
H.E.E.P.W.S. (H&K) Ward,

RB SPN
AEBP (H.E.E.P.W.S. (H&K) Ward)



बदर - १		
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C-3
MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/0482/B81/WS/AH/11/337 (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. 1 Plot bearing CTS No. 5013-F of
at premises at Street Village Karkhyan of Village Karkina 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 ~~has~~ 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 extended period ~~shall not exceed~~ case exceed three years provided further that such lapse shall not bar any subsequent application for such 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 (Executive 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 be out the work up to Level 0
upto 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. Talwar
Ex-Assistant Eng. Building Proposals
(Western Subs.) 'H' Wards'

FOR
MUNICIPAL CORPORATION

बंदर-९		
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(14)

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

up to ht 15.95 mtr + 4.20 mtr (L.M.P. + O.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 up to 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



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

17 AUG 2013.

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 five times 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 for cloaked cellular concrete block excluding plaster thickness as per Circular No.CE/5591 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

बदर-९		
पुस्तक क्र. ९	3004	43/82
२०१४		

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

Yours faithfully,

34/-

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

Copy to: 1/ Shri Jayesh Parikh of M/s. Padmavati Buildcon.
SUB-REGISTRAR, Assistant Commissioner, H/East Ward
A.E.W.W. H/East Ward

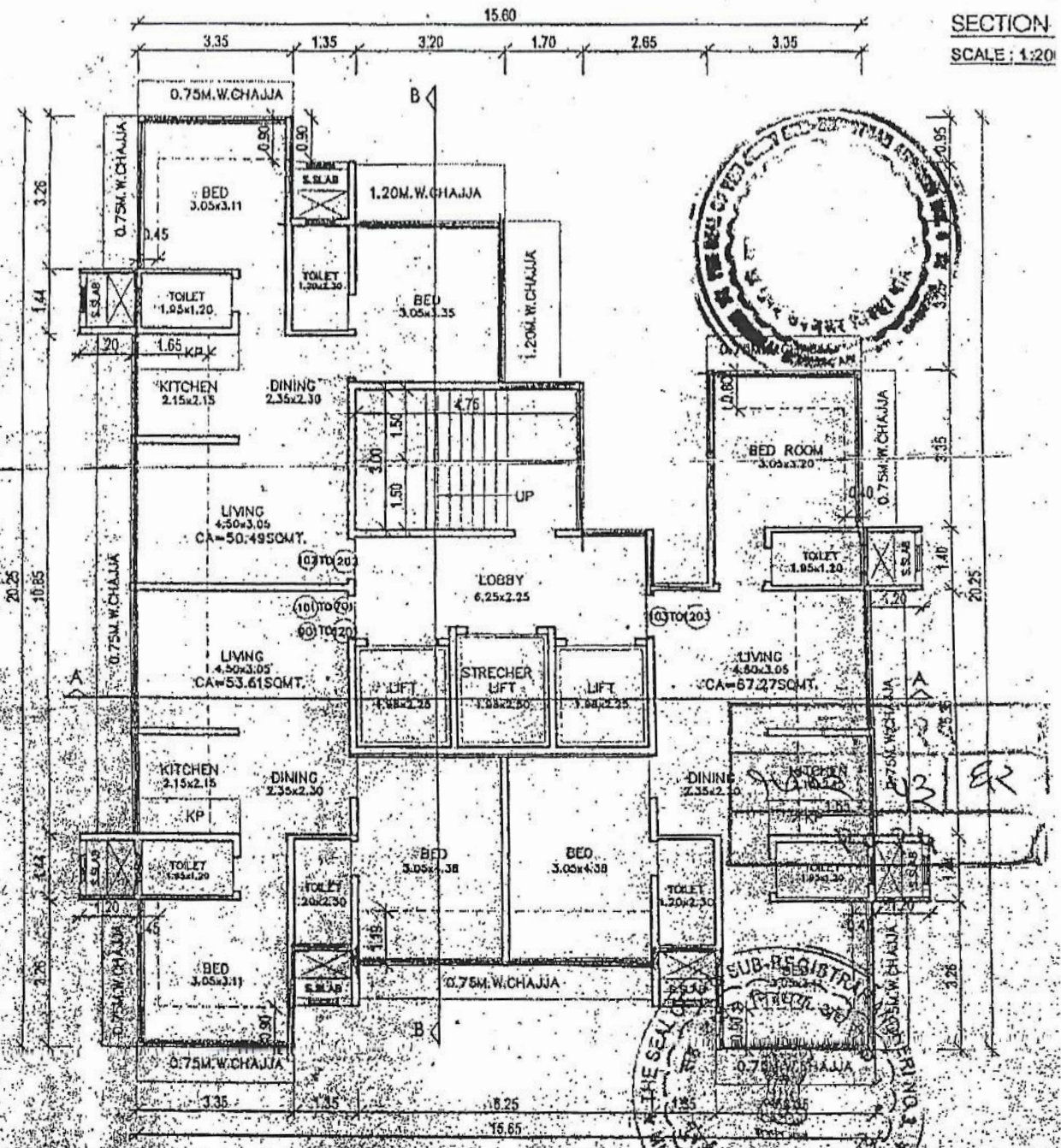
Forwarded for information please

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

ANNEXURE "E"

TOTAL FLOOR AREA = 857.64 sq.mt.

SECTION
SCALE: 1:20



1ST TO 7TH & 9TH TO 12TH FLOOR PLAN
SCALE = 1:100



प्लान नं.	3000
दिनांक	2028

DR. G. G. G.

(8)

गा. न. नं. ७, ७-अ व १२

स नं. 393 हिस्सा नं. ६ प	कायदेदार	गाव - कोलेकल्याण
वार्	डा. फम. बी. खरेटो -	तालुका - अंधोरी
१००२	३६६२	इतर हक्क -
क्षेत्र सामणी सायक	१००२	
पोट धरावा		
एकूण	१००२ वार	
वार्		
१००२	रुपये	पैसे
आकार	०	०
पुढी		
पादा		
पाणी		

वर्ष	क्षेत्र	रीत	रिफा अतुणि सागपड	क्षेत्र	रोरा



दिनांक ०२/०५/२०२३

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.

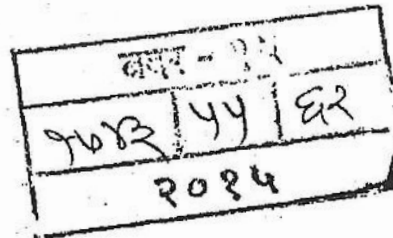
RESOLVED FURTHER THAT Mr. Parva V Shah, the Director of the Company be and is hereby authorised to execute all the necessary legal documents or supplemental Agreement or any other documents/s as may be required for completing various formalities for Purchasing of Property and to give effect to the above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

FOR ANKIT GEMS PRIVATE LIMITED

A. C. Shah
DIRECTOR



DW 6251 / 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

[®]
"SIGNTHOIDS" is a trade mark used under licence from the De Beers Group of Companies.

Summary1 (GoshwaraBhag-1)

शुक्रवार, 27 फेब्रुवारी 2015 6:44 म.नं.

दस्त गोषवारा भाग-1

वदर15

दस्त क्रमांक: 1743/2015

दस्त क्रमांक: वदर15 /1743/2015

बाजार मूल्य: रु. 86,11,500/- मोबदला: रु. 90,00,000/-

भरलेले मुद्रांक शुल्क: रु.4,50,000/-

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

पावती:1926

पावती दिनांक: 27/02/2015

अ. क्र. 1743 वर दि.27-02-2015

सादरकरणाराचे नाव: मे. अंकित जेम्स प्रा. लि. तर्फे संचालक श्री. पर्विकुमार शाह

रोजी 6:41 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1240.00

पृष्ठांची संख्या: 62

एकुण: 31240.00

दस्त हजर करणाऱ्याची सही:

सह.दु.नि.अंधेरी 4

सह.दु.नि.अंधेरी 4

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

शिक्षा क्र. 1 27 / 02 / 2015 06 : 28 : 19 PM ची वेळ: (सादरीकरण)

27 / 02 / 2015 06 : 30 : 36 PM ची वेळ: (फी)

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण...६२...पाने आहेत.



प्रतिज्ञापत्र

नोंदणी करणारा या नोंदणी करणारा १९०८ आतां असलेल्या तरतुदीनुसार नोंदणीस सादर करत आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व कोणत्याही नोंदलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

D.R. Godia
लिहून देणारे :

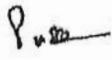
लिहून घेणारे :

वदर - १५

१७४३ ६० ६२
२०१५

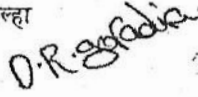
अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा

1 नाव:मे. अंकित जेम्स प्रा. लि. तर्फे संचालक श्री. पर्वकुमार 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 देणार
वय :-31
स्वाक्षरी:-




2 नाव:मे. पद्मावती बिल्डकॉन तर्फे भागिदार धवल आर. गोराडीया
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, महाराष्ट्र, मुंबई.
पॅन नंबर:AAMFP1241N

लिहून देणार
वय :-23
स्वाक्षरी:-




वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतित.
शिक्का क्र.3 ची वेळ:27 / 02 / 2015 06 : 31 : 28 PM

ओळख:-

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

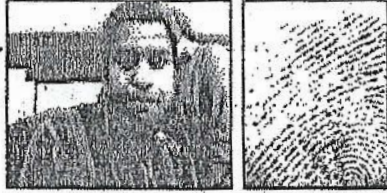
बदर - १५		
१०४३	७	६२
१०४३		

अनु क्र. पक्षकाराचे नाव व पत्ता

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



स्वाक्षरी

2 नाव:नितेश - पोळ
वय:26
पत्ता:२/३७,कंधारिया मेशन, दादर पश्चिम, मुंबई
पिन कोड:400028

स्वाक्षरी




शिक्का क्र.4 ची वेळ:27 / 02 / 2015 06 : 31 : 55 PM

शिक्का क्र.5 ची वेळ:27 / 02 / 2015 06 : 32 : 07 PM तौहणी पुस्तक 1 मध्ये

साह.व.नि.अधेरी 4

बदर - १५/१०४३ / २०१५
पुस्तक क्रमांक - १, क्रमांक १०४३
नॉदला
दिनांक : २७/२/१५

साह. पुष्पम निवेदीत, अधेरी क्र. ५६
मुंबई उपनगर पोलिस

Summary-2(दस्त गोषवारा भाग - २)

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH006062653201415E	0003833757201415
2	MH006063632201415E	0003833759201415

1743 /2015

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