

# LAXMI INFRA DEVELOPERS LIMITED

001

CIN: U45201GJ1989PLC012793

Regd. Office: H-1, Housing Zone, G.I.D.C Sachin, Surat - 394 230

Email: [accounts@laxmidewelopers.com](mailto:accounts@laxmidewelopers.com) Ph: 0261 4140222

DATE: 07/07/2020

The Assistant General Manager  
State Bank of India  
Retail Assets Centralised Processing Cell  
Ghatkopar, Mumbai.

We, **M/s LAXMI INFRA DEVELOPERS LIMITED**

Hereby Certify that:

1. **Flat/House No. 1902 in PRAYAN 'B' WING IN PROJECT TATVA** situated AT Borivali Magathane Bearing survey No 68A is being transferred in the name of Shri Kaushik Gordhandas Mehta, Smt Vatsala Gordhandas Mehta, Smt Jalpa Kaushik Mehta and Shri Nimesh Gordhandas Mehta (Purchasers) by the existing owners Shri Pritam Sanjay Malshikar and Shri Pranjal Sanjay Malshikar (Sellers) As per our record is customer and they/he/she has/have transferable rights of the property and have no dues pending payable to us.
2. That the total of the house/flat is Rs. 1, 50, 00,000 (Rupees One Crore Fifty Lacs only) as per agreement for sale entered into between Shri Pritam Sanjay Malshikar and Shri Pranjal Sanjay Malshikar (Sellers) and Shri Kaushik Gordhandas Mehta, Smt Vatsala Gordhandas Mehta, Smt Jalpa Kaushik Mehta and Shri Nimesh Gordhandas Mehta (Purchasers)
3. That title to the said land and the building thereon is clear, marketable and free from all encumbrances and doubts.
4. The said building is constructed as per approved plan issue issued by Competent authority.
5. We have no objection for the said sale transaction and that there are no dues pending against the seller.
6. We confirm that we have not borrowed from any financial institution for the purchase /development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper



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performance and compliances of all the terms and conditions of the sale document by the said purchasers.

7. We confirm that we have no objection whatsoever to Shri Kaushik Gordhandas Mehta, Smt Vatsala Gordhandas Mehta, Smt Jalpa Kaushik Mehta and Shri Nimesh Gordhandas Mehta (Purchasers) Mortgage the flat/house to State Bank of India as security for the amount advanced by the Bank.

8. We further state and undertake to record the charge of the bank on the said flat in our register and further agree to forward the share certificate as and when issued in the name of the owners/purchasers directly to the bank or its representative.

9. We hereby state and confirm that the building plan sanctioned under commencement certificate/ Occupancy Certificate No. **CHE/A-4789/BP (WS)/AR dated 18/10/2017** shall not be altered/changed without the prior written consent of the flat purchaser.

10. After creation of proper charge/mortgage and after receipt of proper nomination in favor of the Bank, from the said purchaser, we are agreeable to accept State Bank of India as nominee of the above named purchaser for the property described above and once the nomination favoring the Bank has been registered and advice sent to the bank of having done so, We note not to change the same without the written NOC of the Bank

11. We hereby state and undertake to provide peaceful possession to Shri Kaushik Gordhandas Mehta, Smt Vatsala Gordhandas Mehta, Smt Jalpa Kaushik Mehta and Shri Nimesh Gordhandas Mehta.

12. We hereby state and undertake to apply Occupation Certificate (OC) in due course.



Infra Developers Ltd.

*[Handwritten Signature]*

Authorized Signatory

**RECEIPT**

RECEIVED from the Purchaser **(1) MR. KAUSHIK MEHTA, (2) MRS. JALPA MEHTA, (3) MR. NIMESH MEHTA AND (4) MRS. VATSALA MEHTA** a sum of **Rs. 40,37,500/- (Rupees. Forty Lakhs Thirty Seven Thousand Five Hundred Only)** being the **Part consideration** amount in respect of Flat No.1902, 'B' wing on 19th floor in project known as Tatva in 'Prayaan' situated at Dattapada Road, Borivali (East), Mumbai 400 066, as per the terms of this agreement.

The said amount is received by me in the following manner:-

Sr. No.	Amount	Pay Order No.	Date	Bank	Branch	Received by
1	Rs. 40,37,500/-	864353	15/07/2020	Kotak Mahindra Bank	Veera Desai Road	Mr. Pritam Sanjay Mashilkar
						Mr. Pranjal Sanjay Mashilkar
	<b>Rs. 40,37,500/-</b>	<b><u>Rupees. Forty Lakhs Thirty Seven Thousand Five Hundred Only</u></b>				

We say received Rs. 40,37,500/-



**(PRITAM SANJAY MALSHILKAR & PRANJAL SANJAY MASHILKAR)**

**Note: Validity of Receipt Subject to Realisation of Cheque/PO/DD**





6/5/2017 https://corp.idb@bank.co.in/corp/BANKAWAYTRAN.js?sessionid=2000mc2ymdu.c3jXC0Pmne\_uC0tp:TS20nlpj?bwyppsham=YKzVEf3gHIA%3D

Hot Payment Successful, Your Payment Confirmation Number is 132499496



CHALLAN

MTR Form Number - 6

GRN NUMBER	MIH004377192201718R	BARCODE	Form ID :	Date: 10-08-2017
Department	IGR		Payee Details	
Receipt Type	RE		Dept. ID (If Any)	
Office Name	IGR196- BRL7 JT SLEB REGISTRAR BORIVALI 7	Location	PAN No. (If Applicable)	DLN-
Year	Period: From : 10/08/2017 To : 31/03/2099		Full Name RAMESH C BHATIA	
Object	Amount in Rs.	Flat/Block No./Premises/ Bldg	OFFICE NO 10 C GROUND FLOOR	
0030045501-25	2200.00	Road/Street/ Area /Locality	VIVEKANAND NAGAR S V ROAD	
0030063301-70	1000.00	Town/ City/ District	BORIVALI WEST MUMBAI Maharashtra	
	0.00	PIN	4 0 0 0 9 2	
	0.00	Remarks (If Any)		
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
Total	3200.00	Amount in words	Rupees Three Thousand Two Hundred Only	
Payment Details: IDBI NetBanking Payment ID : 132499496		FOR USE IN RECEIVING BANK		
Cheque- DD Details:		Bank CIN No: 69163352017081050294		
Cheque- DD No.		Date	10-08-2017	
Name of Bank	IDBI BANK	Bank-Branch		
Name of Branch		Scroll No.		



**Data of Bank Receipt for GRN MH004377192201718R**  
**Bank - IDBI BANK**

<b>Bank/Branch</b>	:		<b>Simple Receipt</b>	:	
<b>Pmt Txn Id</b>	:	132489496	<b>Print DTime</b>	:	
<b>Pmt DTime</b>	:	10/08/2017 11:25:29	<b>GRAS GRN</b>	:	MH004377192201718R
<b>ChallanIdNo</b>	:	69103333017081050294	<b>Office Name</b>	:	IGR196 / BRL7_JT SUB REGISTRAR BORIVALI 17
<b>District</b>	:	7101 / MUMBAI			

**StDuty Schm** : 0030045501-75 / Stamp Duty(Bank Portal)  
**StDuty Amt** : Rs 2,200.00/- (Rs Two Thousand Two Hundred Rupees Only)

**RgnFee Schm** : 0030083301-70 / Registration Fee  
**RgnFee Amt** : Rs 1,000.00/- (Rs One Thousand Rupees Only)

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

**Article** : 26A  
**Prop Mvblty** : Immovable  
**Prop Descr** : OFFICE NO 10 CGROUND FLOOR VIVEKANAND NAGARS V ROAD , BORIVALI WESTMUMBAI  
 Maharashtra  
 -400092  
**Consideration** : 24,000.00/-  
**Duty Payer** : D.N. RAMESH C BHATIA  
**Other Party** : D.N. GAUSHIK G MEHTA PROP OF K T ENTERPRISES

**Bank Scroll No** :  
**Bank Scroll Id** :  
**Media Num** : 919620177446



**Defacement Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-451-4381	0002429194201718	10/08/2017-12:12:46	IGR196	1000.00
2	(IS)-451-4381	0002429194201718	10/08/2017-12:12:46	IGR196	2200.00
<b>Total Defacement Amount</b>					<b>3,200.00</b>



*[Handwritten Signature]*

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LEAVE & LICENCE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT is made and entered into at MUMBAI on this 10<sup>th</sup> day of AUGUST, 2017 BETWEEN : MR. RAMESH C. BHATIA, aged 64 years, Indian Inhabitant of Mumbai, owner of 10/C, Ground Floor, Vivekanand Nagar, S.V. Road, Borivali (West), Mumbai- 400 092, hereinafter called "THE LICENSOR" (which expression shall unless it be repugnant to the context or the meaning thereof, shall mean and include his respective heirs, executors, administrators and assigns) of the ONE PART : AND : M/S. K.T. ENTERPRISES a Proprietary Concern of MR. KAUSHIK G. MEHTA, aged 42 years, having address at Shraddha, 3<sup>rd</sup> Floor, Happy Home Society, J.S. Marg, Dahisar (West), Mumbai- 400 068, hereinafter called "THE LICENSEES" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

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WHEREAS "THE LICENSOR" is the sole owner, fully seized, possessed of, well and sufficiently entitled to a commercial premises being Office bearing No.10/C on Ground Floor in the Building known as "VIVEKANAND NAGAR" situated at S.V. Road, Borivalli (West), Mumbai- 400 092, hereinafter called "THE SAID OFFICE".

AND WHEREAS "THE LICENSEES" being in need of such commercial premises, approached to THE LICENSOR with request to permit and allow them to use to occupy the said Office for carrying on their business purposes only as a mere LICENSEES for a temporary fixed period of 36 (thirty six) months only on certain terms and conditions which the parties have agreed to reduce into writing as under:-

NOW THIS INDENTURE WITNESSETH AS UNDER:-

1. On the request of "THE LICENSEES", "THE LICENSOR" hereby permit and grant "THE LICENSEES" to use and occupy the said Office bearing No.10/C on Ground Floor in the Building known as "VIVEKANAND NAGAR" situated at S.V. Road, Borivalli (West), Mumbai- 400 092, i.e. the said Office as a mere LICENSEES for a temporary fixed period of 36 (thirty six) months only with effect from 1<sup>st</sup> day of August, 2017 and expiring on 31<sup>st</sup> day of July, 2020 (both days inclusive) subject to performance and compliance by "THE LICENSEES" of all the terms and conditions made hereunder:-



"THE LICENSEES" agree and undertake to pay to "THE LICENSOR" a sum of as mentioned hereunder:-

- a. Rs.22,000/- (RUPEES TWENTY TWO THOUSAND ONLY) per month for the First Term of 12 (twelve) months w.e.f. 1/8/2017 to 31/7/2018.
- b. Rs.24,000/- (RUPEES TWENTY FOUR THOUSAND ONLY) per month for the Second Term of 12 (twelve) months w.e.f. 1/8/2018 to 31/7/2019.
- c. Rs.26,000/- (RUPEES TWENTY SIX THOUSAND ONLY) for the Third Term of 12 (twelve) months w.e.f. 1/8/2019 to 31/7/2020.

per month being the Licence fees or compensation amount for the use and occupation of the said Office, inclusive of taxes and maintenance but exclusive of electricity, telephone, etc. bills/charges payable in advance on or before \_\_\_\_ day of each and every succeeding English Calendar month for which these shall be paid regularly without any default.

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21 Page *[Signature]*

*[Signature]* *[Signature]*

3. "THE LICENSOR" doth hereby admits and acknowledges to have received from "THE LICENSEES" a sum of Rs.1,00,000/- (RUPEES ONE LAKH ONLY) being the interest Free Security Deposit amount for due observance and performance of the terms and conditions contained herein, which shall be refunded by "THE LICENSOR" without any interest to "THE LICENSEES" on expiry of this Agreement and removing "THE LICENSEES" their articles and belongings from the said Office and receiving the vacant and peaceful possession of the said Office "THE LICENSOR" after adjustment of any monthly compensation or any other amount(s) found due, till then.
4. "THE LICENSEES" shall pay the electricity, telephone, etc. bills/charges, pertaining to the said Office during the period of this Agreement to "THE LICENSOR". Maintenance charges and other dues of the society shall be borne and paid by the LICENSOR only.
5. "THE LICENSEES" shall not claim or put forth any right, title or interest save and except the mere LICENSEES and that is too for the fixed limited period of 36 (thirty six) months only, which is terminable by "THE LICENSOR" on committing breach or breaches of any of the terms and conditions contained in this Agreement.
6. All the 36 (thirty six) months shall be treated as the lock-in-period for the parties i.e. during the lock-in-period neither the Licensor nor the Licensees shall be entitled to cancel this agreement.
7. "THE LICENSEES" shall use and occupy the said Office for carrying on their business only as per the rules and regulations of the local authorities and they shall use the said Office at their own risks and costs and shall be solely responsible for payment of all the outgoings in respect of their business. THE LICENSEES further agree and undertake to indemnify the LICENSOR in this respect. It is agreed that if the LICENSEES desire or wish to carry out any other business in the said Office then they shall have to obtain the prior written permission and/or N.O.C. of the LICENSOR.
8. "THE LICENSEES" shall not create any nuisance or any obstruction to the neighboring Premises occupiers by any means.
9. "THE LICENSEES" shall not sell, part with, mortgage, hypothecate, lease, dispose off or deal with, sub-let or grant Leave and licence or in any manner any right or encumbrances in respect of the said Office or any part thereof with any person or persons in any manner of whatsoever.
10. If "THE LICENSEES" does not perform and/or carry out the terms and conditions of this Agreement and/or commit default in payment of monthly licence fee or compensation amount, monthly bills/charges i.e. electricity, telephone, etc. and/or commit breach of the terms and conditions and "THE LICENSOR" shall be entitled to terminate this Agreement and "THE LICENSEES" shall not be allowed to use more there from.



11. "THE LICENSEES" hereby agree, undertake and assure that they shall remove their articles and belongings immediately on expiry of this Agreement and on or the day of termination of this Agreement, and in case if THE LICENSEES fails to do so, THE LICENSOR shall be entitled to stop THE LICENSEES to enter into the said OFFICE.
12. It is agreed and understood that for all the legal purposes, the possession of the said Office shall be construed with "THE LICENSOR".
13. It is very clearly agreed and understood that nothing in this agreement is deemed to create any right of tenancy or sub-tenancy or assignment or any other interest of whatsoever nature in the said Licensed OFFICE, save and except a mere permission for the temporary period AS LICENSEES.
14. THE LICENSEES shall not make any additions or alterations in the said Office without the prior written permission of "THE LICENSOR" and in the event of breach of this condition, the LICENSEES will be responsible to make good the damages caused to the said Office at her own costs and expenses and/or the LICENSOR shall be entitled to deduct such approximate from the Security Deposit which shall be required to restore the original condition of the said Office.
15. THE LICENSOR is at liberty to enter upon the Office at all reasonable times for inspecting the condition of the said Office and for all other legitimate purposes without any objection and without any notice to the LICENSEES.
16. It is agreed by and between the parties hereto that if any legislation prohibits or restricts the act of giving the said Office on Leave and Licence basis, the LICENSOR shall be entitled to revoke this Agreement forthwith and on such revocation being made, the LICENSEES shall within 30 days from the date of receipt of notice revoking this Agreement addressed to the LICENSEES at the said Office remove all their articles and things and hand over peaceful possession of the said Office to the LICENSOR. If the LICENSEES fails to remove his articles and things from the said OFFICE, then the LICENSOR shall be authorized to remove the same without being in any manner liable or responsible for any liability, damages or loss that may be caused.
- The LICENSEES have agreed to co-operate with the LICENSOR for getting this Agreement registered and also have agreed to remain present for completing the registration formalities as per law. The cost of the registration charges shall be equally borne by both the parties in equal proportion,
18. This Licence is given under Section 24 of the Maharashtra Rent Control Act, 1999 as amended from time to time and on the LICENSEES giving the undertaking and assurance that they will not claim any protection under Rent (amendment) Act in respect of the said OFFICE.



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19. The LICENSEES shall during the tenure of this agreement and at all times thereafter be liable to all the dues, charges, etc. pertaining to their business to be conducted in the said Office in respect of their creditors, taxes and duties including sales tax, service tax, Excise Duty, Octroi Duty, etc. The LICENSEES further agree and undertake to indemnify and keep indemnified the LICENSOR in this respect.
20. The LICENSEES shall not allow any third person to use and occupy the said Premises under any circumstances whatsoever nor shall they allow their servants/employees to use and occupy the said Office.
21. The LICENSEES during the period of the said Agreement shall obtain the necessary licence for running the said business at their entire costs and expenses and shall be solely responsible if any claim arises from any relevant authorities and shall hereby indemnify the LICENSOR against such claims.
22. The licensees shall be liable and responsible for the minor/internal repairs of the said office premises and shall alone bear the costs and expenses for the same during the said period of this leave and license agreement.

SCHEDULE OF PROPERTY



Office No.10/C admeasuring \_\_\_\_\_ sq.ft. area on Ground Floor of the Building known as "VIVEKANAND NAGAR" situated at S.V. Road, Borivali (West), Mumbai- 400 092 constructed on all that piece or parcels of land bearing C.T.S.No. \_\_\_\_\_ of Village Borivali, Taluka : Borivali, within the registration limits of Mumbai Suburban District.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the  
with in name of THE LICENSOR

MR. RAMESH C BHATIA

P.A.N. ARIPB0544M

In the presence of P.P. Rajgor



Ramesh C Bhatia



SIGNED AND DELIVERED by the  
with in name of THE LICENSEES

M/S. K.T. ENTERPRISES

Represented through its Proprietor

MR. KAUSHAL G. MEHTA

P.A.N. AAAPM48646

in the presence of

K.G. Mehta



K.G. Mehta



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## RECEIPT

ACKNOWLEDGES to have received sum of Rs.1,00,000/- (RUPEES ONE LAKH ONLY) carried forwarded from the previous Leave and Licence Agreement dated 4/2/2012 being the Interest Free Refundable Security Deposit amount for the due observance and performance of the terms and conditions contained herein, from within named "THE LICENSEES" as within-mentioned.

I SAY RECEIVED



(MR. RAMESH C. BHATIA)  
THE LICENSOR

WITNESSES :-

1. Sign. : P. P. Rajgadh  
Name & Address : Pratul P. Rajgadh
2. Sign. : Rdhastrao  
Name & Address : Mrs. Riya Rakesh Adhatrao



**रमेश भट्टार**

रमेश चंद्रसेन भट्टार  
Ramesh Chandersen Bhatia  
DOB: 10-04-1952  
Gender: Male

**5054 0668 9697**

आधार - आज अद्यती का अधिकार

*[Handwritten Signature]*

*[Handwritten Signature]*

**VIVEKANAND NAGAR BLDG NO. 3 CHS SOCIETY LTD.**  
S.V. Road, Doriwall (west), Mumbai - 400 092.  
(Reg. No. BOM.HSG.5894 OF 1979.)

BILL NO.	68	DATE	31/03/2017
NAME :	Mr. Ramesh Bhatia	Fiat No	10

Your Account is debited as under for the month of Jan to Mar-2017

No.	PARTICULARS	AMOUNT
1	Maintenance & Service Charges	1500
	Sinking Fund	30
	General Repairing Fund	300
	Municipal Taxes	300
	Water Charges	600
6	Parking Charges	
7	Common Maintenance Charges	900
8	Others	
Total:—		3630
Arrears:—		
Int. on Arrears:—		
O/S Interest:—		
Grand Total:—		3630

Note: 1. If Payment not made within 21 days from the date of Bill, interest @ 18% will be charged.  
2. Please issue crossed cheque in the name of the society.  
3. This Bill be treated under Society's bye-laws no 74.

*[Signature]*  
Hon. Sec./Treasurer



बिल-७

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1-2630

 **प्रमाणित प्रतिलिपि**

 **प्रफुल प्रान्जिवर राजगोर**  
**Pratul Pranivan Rajgor**  
 जन्म तारीख/ DOB: 21/01/1960  
 पुरुष / MALE



4954 1702 3895

माझे आधार, माझी ओळख

P.P. Rajgor



खरल-७

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 **आधार प्रमाणित प्रतिलिपि**  
 AUTHENTICATED COPY OF AADHAAR

**पत्ता:**  
 भाऊ न. ई. व. भाग न. २ ई. ५,  
 राजेंद्र नगर, सी. सी. आर्ड,  
 कासली, दत्तपदा रोड,  
 रिसॉर्ट ऑफिस बिल्डिंग,  
 राजेंद्र नगर, ओरिवली पुणे,  
 मुंबई,  
 महाराष्ट्र - 400068

**Address:**  
 CHAW. NO. 50, ROOM NO 215,  
 RAJENDRA NAGAR, C. C. I,  
 GOLDY, DATTAPADA ROAD,  
 NEAR RSTIONING OFFICE,  
 RAJENDRA NAGAR, BORIVALI  
 EAST, Mumbai,  
 Maharashtra - 400068

4954 1702 3895

**MERA AADHAAR, MERI PEHACHAN**


  
 रिवा रकेश अधट्टराय  
 Riya Rakesh Adhatrao  
 जन्म तारीख/ DOB:  
 25/08/1975  
 महिला / FEMALE

9998 5085 1116

माझे आधार, माझी ओळख

*Adhatrao*




 महानगर प्रधिकरण  
 MUMBAI CITY CORPORATION

पत्ता:  
 कम नं. 2047, विडिलिंग  
 नं. 109, साई कला को-ऑप,  
 होशिंग सोसायटी, वाडपुर  
 कॉलेज समोर, रत्नदा गंगर,  
 कावियली ईस्ट, मुंबई,  
 महाराष्ट्र - 400101

Address:  
 Room No.2047, Bldg No.109, Sai  
 Kala Co-Op. HSG Society, Osh  
 Hosang College, Samata Nagar,  
 Kandivali East, Mumbai,  
 Maharashtra - 400101

9998 5085 1116

MERA AADHAAR, MERI PEHACHAN

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Summary I (GoshwaraBhag-1)

गुरुवार, 10 अक्टूबर 2017 12:19 म.नं. दस्त गोश्वारा भाग-1 बरल 7  
दस्त क्रमांक: 4381/2017

दस्त क्रमांक: बरल 7 /4381/2017

बाजार मूल्य: ₹ 1,00,000/- गोश्वारा: ₹. 24,000/-

भरलेले मुद्रांक शुल्क: ₹.2,200/-

दु. नि. सह. दु. नि. बरल 7 व जे कार्यालयत

भाबती: 4915

भाबती दिनांक: 10/08/2017

अ. क्र. 4381 वर दि. 10-08-2017

सादरकरणाबाबे तक्रार स्पेअर सी धाडिया

रोमी 12:08 म.नं. वा. हजर केला

नोंदणी फी ₹. 1000.00

दस्त हाताळणी फी ₹. 280.00

पुढाफी संख्या: 14

दस्त हजर करणाऱ्याची सही

एकूण: 1280.00

सह (सी.कॉपी) (सोमडे)

सह. दुय्यम निबंधक, बोरीवली-७,

मुंबई उपनगर जिल्हा,

दस्तावेजा प्रकार: 36-अ-विशेष अंटे जायसलिस

(सी.कॉपी) (सोमडे) 7

सह. दुय्यम निबंधक, बोरीवली-७,

मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: Stamp Duty at 0.25 per cent on sum of rent payable for the period of agreement and the amount of non-refundable deposit and interest calculated at the rate of 10 per cent per annum on the refundable deposit will be charged throughout the state.

गिहा क्र. 1 10 /08 / 2017 12 : 08 : 23 PM ची वेळ (सादरीकरण)

गिहा क्र. 2 10 /08 / 2017 12 : 08 : 52 PM ची वेळ (सी)

**प्रतिज्ञापत्र**

• दस्त दस्तदेखत ह जेवने कायदा वी.व. अंतर्गत भरलेल्या त्रस्तहीनसारच नोंदणीकृत दाखल देतोसो आहे. • कायदा वी.व. अंतर्गत भरलेल्या त्रस्तहीनसारच नोंदणीकृत दाखल देतोसो आहे. • कायदा वी.व. अंतर्गत भरलेल्या त्रस्तहीनसारच नोंदणीकृत दाखल देतोसो आहे. • कायदा वी.व. अंतर्गत भरलेल्या त्रस्तहीनसारच नोंदणीकृत दाखल देतोसो आहे.

लिहून देणारे लिहून घणारे:



बरल-७

837	93	98
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Summary-2 (टिफ्ट गौसवार भाग - 2)



10/08/2017 12:21:50 PM

टिफ्ट गौसवार भाग-2

बटलर

टिफ्ट क्रमांक: 4381/2017

टिफ्ट क्रमांक बटलर: 4381/2017

दस्तावा प्रकार: 38-अ-लिफ्ट गैर लागूसमोस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	दायाचित्र	अंगठ्याचा ठसा
1	नाम: रमेश सी भारिया पत्ता: फ्लॉट नं. 10/सी, माळ नं. 248 नगर, इमारती नं. 10/सी, विवेकानंद नगर, अरब नं. एम व्ही रीड, रीड नं. बोरीवली वेस्ट, मुंबई, महाराष्ट्र, MUMBAI पिन संख्या: ARIPB0544M	साधनेदार वय: 64 स्वाधरी		
2	नाम: ने. के टी इतरासेरा चे प्रायशः टी कर्मचारी कॉलिक जी प्रेरुता पत्ता: फ्लॉट नं. - फाळा नं. 300 मजला, इमारतीचे नाव: अशा. हेमरा हॉम सोसायटी, ब्लॉक नं. 10 एन फार्म, नं. अहिरार वेस्ट, मुंबई, महाराष्ट्र, MUMBAI पिन संख्या: AAMPM4884G	साधनेदी वय: 42 स्वाधरी		

बटलर दस्तावेज कलम दोषार तथाकथित 38-अ-लिफ्ट गैर लागूसमोस पर टिफ्ट प्रेरुता करणे  
शिका क्र. 3 ची वेळ: 10/08/2017 12:09:58 PM

ओळख:

खालील इमन असो निवेदीत करवात की हे दस्तावेज कलम दोषार-सामो व्यक्तीस, लोळखनात, न. स्वामी ओळख घटवित्ता

अनु क्र. पक्षकाराचे नाव व पत्ता

1	नाम: रिया राजेश अशटराव वय: 41 पत्ता: पु. नं. 2047, वि. नं. 109, सार्डे कुया सोसायटी, सवेता नगर, कादिकर्णी पु. मु. पिन संख्या: 400102	स्वाधरी		
2	नाम: प्रफुल प्रभाजीवन राजवोर वय: 56 पत्ता: श. नं. 215, माळ नं. 30, राजेंद नगर, बोरीवली पु. मु. पिन संख्या: 400066	स्वाधरी		

दस्तावेज क्रमांक: 4381-3

8359 98 95

दिनांक: 10/08/2017

शिका क्र. 4 ची वेळ: 10/08/2017 12:10:48 PM

शिका क्र. 5 ची वेळ: 10/08/2017 12:11:34 PM गोवर्णी पुस्तक: 1 सवे

रुक्मिणी निवेदी (सामोस)

सह. दुय्यम निवेदीक, बोरीवली-4  
मुंबई उपनगर जिल्हा



प्रमाणित करण्यात देते की, या  
दस्तावेज एकरूप आहे. जाने आहेच.  
बटलर  
मुद्रक क्रमांक: 8359/2017  
संपत्त  
दिनांक: 10/08/2017

(से. निवेदीक)  
सह. दुय्यम निवेदीक, बोरीवली-4

*(Signature)*



Complaint No:- LC006000000056350  
RERA Regn nb:- PS120000498

TATVA FLAT OWNERS WELFARE ASSOCIATION ANNEXURE-1  
LIST OF ALLOTEES & MOU EXECUTED WITH LAXMI INFRA DEVELOPERS LTD.

SER. NO.	BLDG. NAME	FLAT NO.	NAME OF FLAT OWNER	AMOUNT PAYABLE TO LAXMI AFTER OC	MOU WITH LAXMI	MOU NO.
1	PRAYAAN	102	RAVINDRA MARUTI RANSHEVARE & MAYA RAVINDRA RANSHEVARE	43,15,461.80	YES	1
2	PRAYAAN	103	NATWAR TRIVEDI	-	TO BE EXECUTED	-
3	PRAYAAN	104	SANJAY AGRAWAL	20,20,813.52	YES	2
4	PRAYAAN	201	N.E.VENKITAKRISHNAN & BRINDA VENKITAKRISHNAN	23,11,415.60	YES	3
5	PRAYAAN	202	VEGGA SOHANRAJ MEHTA & KALPESH VIJAYRAJ JAIN	19,85,490.70	YES	4
6	PRAYAAN	203	SUBHASH SUDHIRKUMAR KUMAWAT & RAMNIWAS SUDHIRKUMAR KUMAWAT	17,13,975.55	TO BE EXECUTED	-
7	PRAYAAN	303	ALOK GUPTA, NIYATI GUPTA & MAHINDER PAL GUPTA	17,13,975.55	TO BE EXECUTED	-
8	PRAYAAN	304	MANOJ KAMAL KISHOR DHANUKA & SHIVANI M. DHANUKA	29,24,304.78	TO BE EXECUTED	-
9	PRAYAAN	402	PRASHANT MAHESH CHANDRA AGARWAL & MEETU AGARWAL	16,86,611.45	YES	5
10	PRAYAAN	403	VISHAL HIREMATH, LAXMI HIREMATH & SWATI BHOSALE	33,20,699.20	TO BE EXECUTED	-
11	PRAYAAN	404	PRATIMA SUNIL UNDE & SUNIL HARI UNDE	20,99,649.50	YES	6
12	PRAYAAN	502	RAJKUMAR O. AGARWAL & YOGESH O. AGARWAL	16,77,768.00	YES	7
13	PRAYAAN	503	GEETADEVI O AGARWAL, ANITA R AGARWAL & MEETIKA Y AGARWAL	16,77,768.00	YES	8
14	PRAYAAN	602	SURESH KUMAR BIYANI	16,73,612.30	YES	9
15	PRAYAAN	603	P K DINAKAR & INDU DINAKAR	17,14,121.55	YES	10
16	PRAYAAN	604	MUKESH S RATHOD	19,80,543.45	TO BE EXECUTED	-
17	PRAYAAN	701	RAJKUMAR MALPANI & SHAKUNTALA MALPANI	20,69,983.14	YES	11
18	PRAYAAN	702	SEEMA DHANUKA & ROHIT DHANUKA	17,23,800.10	YES	12
19	PRAYAAN	703	MANBAR SINGH BISHT, CHANDRAKALA BISHT, NARENDRA BISHT, SIMMI SINGH BISHT	17,16,241.10	YES	13
20	PRAYAAN	704	VINOD R KHANDELWAL & GUNJAN V KHANDELWAL	20,27,512.04	YES	14
21	PRAYAAN	801	RAMESH AGARWAL & SUMIT AGARWAL	21,64,216.56	YES	15
22	PRAYAAN	802	SANJAY KUMAR & SHARMILA KUMARI	16,67,679.65	TO BE EXECUTED	-
23	PRAYAAN	803	AJIT CHIDMANLAL HAKANI, HITESH CHINMANLAL HAKANI & RAMABEN CHUNMANLAL HAKANI	17,33,627.65	YES	16
24	PRAYAAN	804	HEMANT B. KAPADIA & LEENA HEMANT KAPADIA	20,87,122.60	YES	17



*Handwritten signature*

मंत्र प्राप्त झाले.  
संख्ये P  
जावक लिपीक 01/44PM  
महाराष्ट्र  
दिनांक 04/02/2019

SR. NO.	BLOK NAME	FLAT NO.	NAME OF FLAT OWNER	AMOUNT PAYABLE TO LAXMI AFTER OC	MOU WITH LAXMI	MOU NO.
25	PRAYAAN	901	MANOJ KUMAR BASER & REKHA MANOJ BASER	21,38,631.88	YES	18
26	PRAYAAN	902	ANIL P BAHETI & DEEPA A BAHETI	17,88,409.95	YES	19
27	PRAYAAN	903	NAVIN K PAI & NUTAN N PAI	17,43,454.20	YES	20
28	PRAYAAN	904	SMRITI DEENANATH YADAV & DEENANATH RAMADHAR YADAV	21,12,765.88	YES	21
29	PRAYAAN	1001	SAMIR KADAM	21,90,331.40	YES	22
30	PRAYAAN	1003	SAVITA NAIR	25,14,837.38	TO BE EXECUTED	-
31	PRAYAAN	1004	PRAMOD NATTHUJI TIKKAS & SUNITA PRAMOD TIKKAS	20,82,417.00	TO BE EXECUTED	-
32	PRAYAAN	1102	DAYANAND CHANDRAKANT GANGAN & SUVARNA DAYANAND GANGAN	17,71,127.30	YES	23
33	PRAYAAN	1103	RESHMA SANTOSH TENDULKAR & SANTOSH KAMLAKAR TENDULKAR	17,67,053.30	YES	24
34	PRAYAAN	1202	SHASHIKALA S SHETTY & SUDHAKAR V SHETTY	17,72,932.85	YES	25
35	PRAYAAN	1203	SUNIL G GUJAR & CHETNA S GUJAR	18,22,066.60	YES	26
36	PRAYAAN	1204	SHEELA BHANDARI & PRAVEEN KUMAR BHANDARI	29,21,539.50	YES	27
37	PRAYAAN	1302	SATISH DASHRATH GAIKWAD & NIVA SATISH GAIKWAD	21,12,110.87	YES	28
38	PRAYAAN	1402	RAM KRISHAN CHATURVEDI & POONAM CHATURVEDI	17,92,586.95	TO BE EXECUTED	-
39	PRAYAAN	1403	SAM M ELANGALLOOR	17,92,584.95	TO BE EXECUTED	-
40	PRAYAAN	1404	RITU TANDON	28,07,409.76	TO BE EXECUTED	-
41	PRAYAAN	1502	SUREKHA NATWAR AGRAWAL	18,02,412.50	TO BE EXECUTED	-
42	PRAYAAN	1503	MRS. SUREKHA NATWAR AGRAWAL	18,02,471.50	TO BE EXECUTED	-
43	PRAYAAN	1504	SANDHYA MOHLA	23,01,790.49	TO BE EXECUTED	-
44	PRAYAAN	1603	GAMANJITSINGH M ARORA & BINDU G ARORA		YES	29
45	PRAYAAN	1604	JYOTI B SHAH & BHARAT J SHAH	49,86,933.76	YES	30
46	PRAYAAN	1701	GEETA DEOPURA & BASANTI LAL DEOPURA	22,14,548.24	YES	31
47	PRAYAAN	1702	VIJAY GOVIND ALSHI	31,97,938.35	YES	32
48	PRAYAAN	1703	BHADRESH GANGAJI SHAH	1,00,99,789.25	YES	33
49	PRAYAAN	1704	RAMAN SATYAPAL JAGGI & SATYAPAL JAGGI	22,14,548.24	TO BE EXECUTED	-



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SR. NO.	BLDG. NAME	FLAT NO.	NAME OF FLAT OWNER	AMOUNT PAYABLE TO LAXMI AFTER OC	MOU WITH LAXMI	MOU NO.
50	URJA	102	MARUTI ARJUN KANGANE & ROHINI MARUTI KANGANE	16,18,544.90	YES	34
51	URJA	103	MEERAKUMARI MAURYA & PUSHPKUMAR MAURYA	12,54,108.45	YES	35
52	URJA	202	K N KARTHIK	14,87,918.00	TO BE EXECUTED	-
53	URJA	203	REENA VIRENDRA MEHTA	33,04,513.95	TO BE EXECUTED	-
54	URJA	204	REENA G KANANI, HANSA G KANANI & GOVIND G KANANI	20,69,202.20	TO BE EXECUTED	-
55	URJA	302	SUNIL NARULA & RASHI NARULA	10,08,411.45	YES	36
56	URJA	402	PRABHAKAR M. SHETTY & LATA P. SHETTY	6,77,494.20	YES	37
57	URJA	403	PRABHAKAR M. SHETTY & LATA P. SHETTY	6,67,734.20	YES	38
58	URJA	502	VIJAY GANGRADE	9,33,984.00	YES	39
59	URJA	503	VIVEK GUPTA	17,81,668.00	TO BE EXECUTED	-
60	URJA	602	HEMANG CHANDRAKANT SHAH, SHARMILA HEMANG SHAH, & SNEHAL S. AINAPURE	9,76,852.55	YES	40
61	URJA	603	RUPESHKUMAR UMAKANT MADAN	9,42,413.55	YES	41
62	URJA	604	ASHIM GUPTA, PUSHPA GUPTA, MADHURI PRAKASH	13,60,537.46	YES	42
63	URJA	702	SHALINI R SHETTY & RAMESH S SHETTY	8,88,299.10	YES	43
64	URJA	703	WITLY MALHOTRA BANDUNI, KAPIL GIRISH BANDUNI & GIRISHCHANDRA BANDUNI	10,22,005.95	TO BE EXECUTED	-
65	URJA	704	PANKAJ MADAN DAPTARDAR & SWAPNA PANKAJ DAPTARDAR	11,64,934.43	YES	44
66	URJA	802	RANJEET AGARWAL & UNNATI R AGARWAL	17,39,591.20	YES	45
67	URJA	803	SACHIN NAIK	98,01,242.65	TO BE EXECUTED	-
68	URJA	804	ABIRA SARKAR & SUMIT SARKAR	26,22,751.60	YES	46
69	URJA	902	BALAJI VISHWANATHAN	9,40,461.20	TO BE EXECUTED	-



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SR. NO.	FLDO. NAME	FLAT NO.	NAME OF FLAT OWNER	AMOUNT PAYABLE TO LAXMI AFTER GC	MOU WITH LAXMI	MOU NO.
70	URJA	903	DILIP LAHORI & HENA D. LAHORI	17,30,264.20	YES	47
71	URJA	904	MOHAN BHATTED	11,65,076.98	TO BE EXECUTED	-
72	URJA	1004	SIRDENDU RAMSUDHAR PANDEY & RAMITA SIRDENDU PANDEY	29,43,216.60	YES	48
73	URJA	1101	JITENDRA KEDARNATH MISHRA & KIRAN JITENDRA MISHRA	-	YES	49
74	URJA	1102	SACHIN VASANT PATIL & MANISHA SACHIN PATIL	9,61,087.30	YES	50
75	URJA	1103	PRAMOD KARNAWAT, SUREKHA KARNAWAT & MANOJ KARNAWAT	17,67,118.30	TO BE EXECUTED	-
76	URJA	1104	HARESH HARSHI CHHEDA	11,87,370.98	YES	51
77	URJA	1202	KASHYAP PADRA	12,75,769.90	YES	52
78	URJA	1203	RAJEEVKUMAR RAMCHAND CHUGH & AMITA RAJEEVKUMAR CHUGH	17,59,743.85	YES	53
79	URJA	1204	SUNITA PREMLAL & PREMLAL SATHYADAS	12,06,541.24	TO BE EXECUTED	-
80	URJA	1302	ANUP PADIA	26,08,016.95	TO BE EXECUTED	-
81	URJA	1303	JYOTI MODI & MAYUR MODI	17,88,884.95	YES	54
82	URJA	1401	DILIPKUMAR HASTIMAL CHORDIA	23,91,539.70	YES	55
83	URJA	1402	RAJESH TALAESHI CHHEDA & RANJAN ASHOK CHHEDA	17,52,994.60	YES	56
84	URJA	1403	SAVITA SOMANI	10,58,698.95	YES	57
85	URJA	1404	HARESH MAHESHWARI & LALITA MAHESHWARI	11,87,321.98	YES	58
86	URJA	1502	PRAMOD G BHANDARY & NEETA P BHANDARY	10,84,782.61	YES	59
87	URJA	1503	GURUDATH MANIKERE & JAYSHREE MANIKERE	24,41,358.25	TO BE EXECUTED	-
88	URJA	1701	JAYESH VYAS	35,02,636.15	TO BE EXECUTED	-
89	URJA	1704	RENU BHAGWAN CHHAPARWAL	44,72,106.75	TO BE EXECUTED	-
90	URJA	1802	GAURI MANGILAL SUTHAR & MANGILAL BHANWARLAL SUTHAR	59,11,904.80	YES	60
91	URJA	1803	MAGIDEVI B SUTHAR & BRAVWARLAL R SUTHAR	59,11,904.80	YES	61
92	URJA	1804	RENU BHAGWAN CHHAPARWAL	58,05,891.96	TO BE EXECUTED	-
93	PRAYAAN	1904	TRITAN REAL INFRA PVT LTD.	-	YES	62
94	URJA	1902	SIDDHARTH SHAH	-	YES	63



*B. M.*

SL. NO.	BLDG. NAME	FLAT NO.	NAME OF FLAT OWNER	AMOUNT PAYABLE TO LAXMI AFTER OC	MOU WITH LAXMI	MOU NO.
95	URJA	1602	DR. GOPAL KRISHNA PARADKAR	-	YES	64
96	URJA	1002	RAMESH G DHEBE & RAJAN G DHEBE	-	YES	65
97	PRAYAAN	1902	PRITAM MASHILKAR & PRANJAL MASHILKAR	0	YES	66
98	URJA	1604	AAKAR CONSTRUCTION	-	YES	67
99	URJA	1903	AAKAR CONSTRUCTION	-	YES	67
100	PRAYAAN	1804	AAKAR CONSTRUCTION	-	YES	67
101	PRAYAAN	1903	AAKAR CONSTRUCTION	0	YES	67
TOTAL AMOUNT				19,99,33,986.72		

TATVA FLAT OWNERS WELFARE ASSOCIATION

*[Signature]*  
President

Secretary

Treasurer



For Laxmi Infrastructure Pvt Ltd

*[Signature]*

Authorized Sign

(Bharin Singh)

as per Board Resolution  
dated 25/01/19

*[Signature]*



## R. S. Prabhu & Associates

Chartered Accountants

To:

Date: 5<sup>th</sup> February, 2019

Shri. Bhavin Shah,  
 Authorised Signatory  
 M/S. LAXMI-INFRA DEVELOPERS LIMITED,  
 H-1, Housing Zone. G.I.D.C. Sachin, Surat,  
 Gujarat PIN Code - 394230

Dear Sir,

**Sub: Request to commence and complete the work as per MOU with Allottees.**

Ref. (1) Regn Project No: P51800004498 Complaint No : . CC006000000056350

(2) Acknowledge original 67 MOUs submitted to MahaRERA on 4<sup>th</sup> Feb, 2019

As you are aware, we are representing the complainant M/s. Tatva Flat Owners Welfare Association formed by the allottees of the above registered project situated at Borivali.

We hereby hand over all 61 Original MOUs executed by allottees and the Association as the confirming party. We request you to acknowledge the same. We hereby confirm the receipt of copy of 6 MOUs executed by other allottees directly with you. We also attach herewith the copy of the acknowledgement for submitting all 67 MOUS with Allottees to MahaRERA in the above hearing held on 4<sup>th</sup> February, 2019.

We request you to forward us the undertaking submitted by you to MahaRERA to commence the construction work as per clause No. 5 and complete the project as per clause No. 6 of the MOUs on the receipt of 2/3<sup>rd</sup> Allottees MOUs, as per the direction given by Dr. Vijay Satbir Singh, Member-1, MahaRERA in the hearing held on 4<sup>th</sup> February, 2019. Since 2/3<sup>rd</sup> Allottees MOUs are submitted to MahaRERA on 4<sup>th</sup> Feb, 2019 and also to you, our clients understand that the date of commencement of the project as per clause shall be from 5<sup>th</sup> February, 2019.

<b>पत्र प्राप्त झाले.</b>	
सही	.....
आवक तारीख	01/21/19
पहारेस	.....
दिनांक	08/02/2019

1

**Head Office :** Swagat Bhawan, Near Indian Oil, Station Road, Vasai (E), Thane - 401 202.

**Branch Office :** A-2/302, Laram Centre, Opp. Rly Platform No. 6, Andheri (West), Mumbai - 400 058.

Telefax : 022-42551414/26248565/89 • Email : pacpl.it@gmail.com


The said clause No. 5 and 6 of MOUs are reproduced for ready reference which areas under:

**5. COMMENCEMENT OF THE WORK:** The party of the first part hereby agrees to commence the construction of balance work from the date of receipt of consent by 65 allottees (being 2/3rd of total allottees in respect of in respect of all 155 flats as mentioned in the schedule hereunder) or on the receipt of MahaRERA order whichever is earlier and the said date shall be considered as the date of commencement of the work by M/s. LAXMI to complete the balance project with amenities and OC as mentioned hereinafter in this MOU under any circumstances.

**6. COMPLETION OF THE PROJECT :** M/s. Laxmi undertakes to complete the project with all the amenities as per the allottees agreement with M/s Gitanjali Infratech Ltd /the promoter and shall apply for OC within 9 months from the date of receipt of the MahaRERA order or on the date of receipt of consent by 65 Allotees in their favour, whichever is earlier. M/s. Laxmi is entitled to have a grace period of further three months to obtain the OC. However, this MOU for completing the project by M/s. Laxmi shall always be subject to Force Majeure clause viz., (a) War, riots, civil commotion or any other like situation; (b) natural calamities like floods or earth quack or any other similar situation."

We request you to commence the work immediately.

Thanking you,  
Yours Truly  
For R.S.Prabhu & Associates  
Chartered Accountants.

  
CA. Ramesh Prahu  
Partner.

C.C.  
Hon'ble Dr. Vijay Satbir Singh,  
Member-1, Maharashtra Real Estate Regulator Authority  
2<sup>nd</sup> Floor, S.R. A building,  
Bandra (East), Mumbai  
CC. Tatva Flat Owners Welfare Association and Members.





# LAXMI INFRA DEVELOPERS LIMITED

CIN: U45201GJ1989PLC012793

Regd. Office: H-1, Housing Zone, G.I.D.C Sachin, Surat - 394 230

Email: [accounts@laxmidevelopers.com](mailto:accounts@laxmidevelopers.com) Ph: 0261 4140222

To,  
Hon'ble Dr. Vijay Satbir Singh,  
Member-1, Maharashtra Real Estate Regulator Authority  
2<sup>nd</sup> Floor, S.R. A building,  
Bandra (East), Mumbai

Date: 5<sup>th</sup> February, 2019

Hon'ble Sir,

**Sub: Undertaking to commence and complete the work as per MOU with Allottees.**

Ref: ( 1) **Regn Project No: P51800004498 Complaint No : . CC006000000056350**

**(2) Receipt of 67 MOUs & submission to MahaRERA on 4<sup>th</sup> Feb, 2019**

With reference to above, we are thankful to your honour for allowing our application as Intervener in the above complaint filed by the Tatva Flat Owners Welfare Association formed by the Allottees of the above project.

We hereby confirm that we have handed over all 67 original MOUs having received Memorandum of understanding (MOU) duly executed and notarized between us, the allottee and Tatva Flat Owners Welfare Association, as confirming party.

As directed by your honour in the hearing held on 4<sup>th</sup> February, 2019, having received more than 2/3<sup>rd</sup> Allottees MOU(67 in numbers) which are also submitted to your honour, we hereby undertake to commence the work effective from ( 10<sup>th</sup> Feb, 2019) as per clause No. 5 of the MOU and complete the same as per the clause No 6 of the MOU and also comply with all other obligations undertaken by us in the said MOU. The said clause No. 5 and 6 are reproduced for ready reference which areas under:

**"5. COMMENCEMENT OF THE WORK:** The party of the first part hereby agrees to commence the construction of balance work from the date of receipt of consent by 65 allottees ( being 2/3rd of total allottees in respect of in respect of all 155 flats as mentioned in the schedule hereunder) or on the receipt of MahaRERA order whichever is earlier and the said date shall be considered as the date of commencement of the work by M/s. LAXMI

पत्र प्राप्त झाले.
सं. 13
जारी दिनांक 01/02/2019
दिनांक 08/02/2019



# LAXMI INFRA DEVELOPERS LIMITED

CIN: U45201GJ1989PLC012793

Regd. Office: H-1, Housing Zone, G.I.D.C Sachin, Surat - 394 230

Email: [accounts@laxmidevelopers.com](mailto:accounts@laxmidevelopers.com) Ph: 0261 4140222

to complete the balance project with amenities and OC as mentioned hereinafter in this MOU under any circumstances.

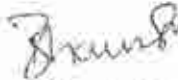
**6. COMPLETION OF THE PROJECT** : M/s. Laxmi undertakes to complete the project with all the amenities as per the allottees agreement with M/s Gitanjali Infratech Ltd /the promoter and shall apply for OC within 9 months from the date of receipt of the Maharashtra order or on the date of receipt of consent by 65 Allotees in their favour, whichever is earlier. M/s. Laxmi is entitled to have a grace period of further three months to obtain the OC. However, this MOU for completing the project by M/s. Laxmi shall always be subject to Force Majeure clause viz., (a) War, riots, civil commotion or any other like situation; (b) natural calamities like floods or earth quack or any other similar situation.”

We request you to take our above undertaking record and pass the necessary order as per the terms and conditions of MOU which may form part of the order.

Thanking you,

Yours Truly

For Laxmi Infra Developers Ltd.



Bhavin Shah  
(Authorised Signatory)

As per board resolution Dated 25<sup>th</sup> January, 2019



C.C.

Tatva Flat Owners Welfare Association

CA.Ramesh Prabhu, Authorised representative of the complainant.



महाराष्ट्र



UT 729247

प्रधान मुद्रांक कार्यालय, मुंबई  
श्र.मु.वि.क्र. ८००००९५

25 JAN 2019

सहम अधिकारी

श्री. सी. टी. आंबेकर

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and executed at  
Mumbai on this 20<sup>th</sup> day of February, 2019

BETWEEN

M/S. LAXMI INFRA DEVELOPERS LIMITED, a Company registered under  
the Indian Companies Act, 1956 having its registered Office at H-1, Housing  
Zone, G.I.D.C. Sachin, Surat, Gujarat PIN Code - 394230 through its  
Director, Shri Vrishal Gajera, adult, Occupation: Business, residing at Vrishal  
Bungalow No.1 Katar, Opp: Police Station, Surat, Gujarat, herein referred to  
as " M/s. LAXMI" (which expression shall, unless it is repugnant to the  
context or meaning thereof, include all successors in interest and assigns  
being PARTY OF FIRST PART

AND





I, S.P. INWARI, Notary Public, do hereby certify that  
Mr. S. P. Inwari is duly qualified and authorized to act as a Notary Public  
 under the provisions of the Notaries Act, 1956.  
 Witness my hand and seal this 30 day of JAN 2019.  
S.P. Inwari  
 Notary Public  
 Patlipada Road, Bopal (East), Mumbai-400 008.

30 JAN 2019

30 JAN 2019



Form No. 1  
 Only for Affidavits  
 Section 3 of the Notaries Act, 1956



- (1) SAMIR KADAM
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_, adult/s

*[Handwritten signature]*

residing at D/01 EKTA MEADOWS SIDDHARTH  
NAGAR BORIVALI (E) MUMBAI  
400066

hereinafter referred to as "Allottee" (which expression shall, unless it is repugnant to the context or meaning thereof, include their executors, administrators, legal representatives, successors in interest and assigns) being the PARTY OF THE SECOND PART.

AND

TATVA FLAT OWNERS WELFARE ASSOCIATION, having its registered Office at c/o Mr. Pushpakumar Maurya, Flat No.K-305, Ekta Bhoomi Garden, Dattapada Road, Borivali (East), Mumbai- 400 066 herein referred to as the "ASSOCIATION" (which expression shall, unless it is repugnant to the context or meaning thereof, include all successors in interest and assigns), being the PARTY OF THIRD PART

WHEREAS

(A) ABOUT THE PROMOTER AND THE LAND:

M/s. GITANJALI GEMS LIMITED, a Company duly registered under the Companies Act, 1956 and now deemed to have been registered under Companies Act, 2013 and was promoted by Shri Mehul Choksi. The said Gitanjali Gems Limited had purchased land bearing S.No.132(pt), Survey No. 134, Hissa No.1 (pt) and CTS No. 68/A of Village Borivali admeasuring 7939.8 sq. mtrs. (hereinafter referred to as the Said Property). Subsequently, the said Gitanjali Gems Limited sold the said property to its wholly owned subsidiary M/s. Gitanjali Infratech Limited. The said M/s. Gitanjali Infratech Limited (hereinafter referred to as the promoter) thereafter started the construction of the building Project known as "Tatva" on the said property.



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- (B) **ABOUT THE PROJECT** : The said promoter, M/s Gitanjali Infratech Ltd commenced the development of the said Property by obtaining necessary approval and sanctioned by the Municipal Corporation of Greater Mumbai ( "MCGM" for short) by issuing the Intimation of Disapproval (IOD) No: CHE/A-4789/BP(WS)/AR dated 9<sup>th</sup> July, 2012 and thereafter commencement Certificate dated 3<sup>rd</sup> September 2010 upto 21 floors. The Plans for construction of the two towers, the first tower known as Urja upto 20 storeys with podium consisting of 3 floors, one service floor and the second tower known as Prayan upto 21 storeys with podium of 3 floors, one service floors. Both the towers together consisting of 155 residential flats (hereinafter referred to as "the said Project").
- (C) **DETAILS OF THE APARTMENTS AND ALLOTTEES** : The promoter had sold/allotted 155 Apartments to different allottees either by registered agreement for sale or by issue of allotment letters for the agreed consideration. The allottees have paid part or full consideration supported by necessary payment details and the receipts issued by the promoter.
- (D) **REGISTRATION OF THE PROJECT WITH MAHARERA**: The promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA" for Short) with the Maharashtra Real Estate Regulatory Authority (MaharERA) under Project Registration No. P51800004498 as an ongoing project.
- (E) **THE PROJECT IS STANDSTILL** :  
The said project was going on with very slow pace. However, in the first week of February 2018, news reports appeared initially about Mr. Mehul Choksi having defaulted on loans / defrauded the Punjab National Bank and within a few days, thereafter, similar news reports were also published about Gitanjali Gems Limited and its Chairman and Managing Director Mr. Mehul Choksi. It is learnt from the media report that criminal proceedings have been initiated and the Enforcement Directorate has registered offences and is trying to locate said Mr. Mehul Choksi
- (F) **FORMATION OF ASSOCIATION OF THE ALLOTTEES**:  
In view of the above events, the allottees formed an association of allottees known as "TATVA FLAT OWNERS WELFARE ASSOCIATION" to protect the interest of the Allottees and registered



*[Handwritten signature]*





the same under Societies Registration Act, 1860 vide registration NO. L/1154/2018.

**(G) FILING A COMPLAINT BEFORE MAHARERA FOR COMPLETING THE PROJECT BY ASSOCIATION :**

In view of the aforesaid events which have taken place, the Association filed the Complaint No. CC00600000056350 before MahaRERA under section 7 of RERA to cancel the registration of project with MahaRERA for the aforesaid reasons and hand over the said project to the Association under section 8 of RERA to complete the project by collecting the balance consideration/ contribution from the allottees.

**(H) APPOINTMENT OF M/S. LAXMI INFRA DEVELOPERS LIMITED as DEVELOPER BY PROMOTER:**

The party of the First part M/s. LAXMI has intervened in the complaint filed by the Association and represented before the MahaRERA that they have been appointed as the Developer by the promoter on the terms and conditions contained in the development agreement dated 1<sup>st</sup> Feb, 2018 duly registered with the sub registrar of assurance in the Office of Joint Sub Registrar-6, Borivali at Sr. No.1268 of 2018 to complete the project with all amenities with Occupation certificate.

**(I) ATTACHMENT OF 50 FLATS BY ED:**

M/s. Laxmi declares and confirms that they are unable to proceed further with the Project since the Enforcement Directorate(ED) under Prevention of Money Laundering Act, 2002 have attached the 50 flats of which rights to transfer have been assigned to them by the promoter. In order to complete the building with all the amenities as agreed by the promoter with allottees with occupation certificate, the proportionate cost needs to be borne by the Allottee as mentioned in this MOU. Accordingly, the parties have agreed to execute and submit this MOU before MahaRERA for necessary order on the following terms and conditions.

**NOW THEREFORE, THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

The Parties have agreed as under:

**1. RECITALS TO BE PART OF MOU :**

The recitals in this MOU hereinabove shall form part of this MOU and with a view to avoid repetition of the recitals, the same may be deemed to be broad y incorporated herein.



*(Handwritten signature)*





2. DETAILS OF FLAT:

The Allottee has purchased flat No. 1001  
In Tower ~~RTA~~ PRAYAAN from the promoter in the said project  
(hereinafter referred to as the said flat) vide agreement dated  
21/10/2013 duly registered on 31/10/2013. Allotment  
letter dated \_\_\_\_\_ and thus has entitled to become the owner of  
the said flat.



3. PAYMENT TO BE MADE BY ALLOTTEES:

It is agreed between the parties that the Allottee shall

pay Rs. 2190332 (Rs. Twenty one lakh ninety ~~thousand~~ thirty two) <sup>plus applicable GST amount towards</sup>

three hundred and thirty two <sup>thousand</sup> plus applicable GST amount towards  
allottee's share of contribution to M/s. LAXMI for completing the  
balance project with all the amenities with Occupation certificate. It is  
further agreed that the said amount is payable to M/s. LAXMI by the  
Allottee against the possession of the said flat with completion of all  
the amenities with OC. M/s Laxmi will issue a demand letter  
mentioning the payable amount as per this MOU

4. M/s. LAXMI NOT LIABLE FOR CLAIMS AGAINST GITANJALI

It is made clear between the parties that any claims and demand for  
damages, etc. which the allottees have against Gitanjali Infratech Ltd.  
would not be the liability of M/s. LAXMI. It is clearly agreed that the  
allottees will have absolutely no claim whatsoever against M/s. Laxmi in  
respect of the 50 flats which M/s. Laxmi is entitled to transfer and  
appropriate the funds.

5. COMMENCEMENT OF THE WORK:

The party of the first part hereby agrees to commence the construction of  
balance work from the date of receipt of consent by 65 allottees ( being  
2/3<sup>rd</sup> of total allottees in respect of in respect of all 155 flats as mentioned  
in the schedule hereunder) or on the receipt of MahaRERA order  
whichever is earlier and the said date shall be considered as the date of  
commencement of the work by M/s. LAXMI to complete the balance  
project with amenities and OC as mentioned hereinafter in this MOU  
under any circumstances.

*[Handwritten signature]*





6. **COMPLETION OF THE PROJECT** : M/s. Laxmi undertakes to complete the project with all the amenities as per the allottees agreement with M/s Gitanjali Infratech Ltd /the promoter and shall apply for OC within 9 months from the date of receipt of the MahaRERA order or on the date of receipt of consent by 65 Allottees in their favour, whichever is earlier. M/s. Laxmi is entitled to have a grace period of further three months to obtain the OC. However, this MOU for completing the project by M/s. Laxmi shall always be subject to Force Majeure clause viz.,
- (a) War, riots, civil commotion or any other like situation;
  - (b) natural calamities like floods or earth quack or any other similar situation.

7. **PROJECT TO VEST WITH ASSOCIATION:**

It is agreed between the parties that in case any Order of Stay / Injunction / Attachment (excluding attachment of 50 flats by ED) is passed by any Administrative, Judicial or Quasi Judicial Authority on account of any act of malfeasance or misfeasance of Laxmi; except in a proceeding initiated by any allottee from Geetanjali Infra or the said, Geetanjali Infra or any of its promoter / shareholder / creditor including operational creditor thereby halting the construction of the project for any reasons; this MOU shall be treated as null and void and then the project gets vested with the Association who shall thereafter take the possession of the project and make necessary arrangement to complete the project by the Association as they deem fit by raising contributions from all 155 flats. Neither party shall have any claim against each other in these circumstances except M/s. LAXMI shall contribute their share in respect of 50 flats allotted by promoter after being given credit for the amounts already spent by Laxmi after signing of this MOU and certified jointly by the Architect and C.A. of Laxmi and Project, Management Consultant appointed by the Association/ Society to complete the project by the Association.

8. **PARTIES NOT TO OPPOSE ANY APPLICATION BY LAXMI FOR RELEASE OF 50 FLATS :**

It is agreed that the Allottee and the Association shall not oppose any Application which may be filed by M/s. Laxmi before the Special Court or before any Authority/ court under the Prevention of Money Laundering Act, 2002 for the purpose of releasing the attachment of 50 flats by the




ED on completion of the project with all amenities and OC and till this MOU is in force.

9. **ALLOTTEE TO PAY AGAINST POSSESSION :**

It is further agreed that even if the Allottee has any claim for interest and compensation on account of delay in completing the project and handing over possession of their respective flats by M/s. Gitanjali Infratech Limited as per their respective agreement executed with them, no such claim would be made against M/s. Laxmi. It is further agreed that even if the Allottee has any such claim against M/s. Gitanjali Infratech Limited, the Allottee would be bound to pay the agreed amount, after adjusting any compensation for delayed possession as mentioned hereinabove as per this MOU to M/s. Laxmi against the possession of their respective flat as mentioned hereinabove. It is further agreed between the parties that unless such outstanding amount is paid as per this MOU by the Allottee to M/s. Laxmi, M/s. Laxmi will not handover possession of the said flat even though the flat is ready and O.C. is obtained.

10. **LAXMI TO HAVE EXCLUSIVE RIGHTS OVER 50 FLATS:**

It is further agreed that even if the Allottee has any claim of whatsoever nature against M/s. Gitanjali Infratech Limited, the Allottee will be entitled to claim any such claim for interest / damages against M/s. Gitanjali Infratech Limited and has agreed to claim the same directly from M/s. Gitanjali Infratech Limited. It is further agreed that even if the Allottee files such proceedings against M/s. Gitanjali Infratech Limited in Civil or any other Court like Consumer Court or any other proceedings of Administrative / Judicial / Quasi Judicial, etc. and the Allottee is entitled to claim, demand or recover from M/s. Gitanjali Infratech Limited in which M/s. LAXMI shall not intervene or object in such proceedings. The Allottee will not be entitled to recover, demand or recover any such amount from M/s. Laxmi nor the Allottee will be entitled to seek any attachment / injunction or any other order of restraint including appointment of Court receiver in respect of the 50 unsold units, over which M/s. Laxmi will have exclusive rights to possess, own, transfer, sell except commercial activities as it may deem fit on completion of the entire project with all amenities and obtaining the occupation certificate and till this MOU is in force.

11. **PARTICULARS OF FLAT :**

The particulars of the said flat are indicated in Schedule of this Agreement, which should be treated as part and parcel of this agreement.



*[Handwritten signature]*





12. **THREE MOU TO BE EXECUTED:**

It is agreed that the present MOU is executed on three Non Judicial Stamps of Rs.100 each; of which, one will be retained by M/s Laxmi, second by the allottee and third by the Association. All three copies of the MOU executed would be deemed to be original.

13. **LAXMI TO COMPLY WITH ALL STATUTORY OBLIGATIONS OF RERA:**

M/s Laxmi shall carry out all the statutory obligations of a Promoter as per RERA, such as compensation for delayed possession, defect liability, Society formation, obtaining Occupation Certificate, completion certificate, executing the conveyance, registering the agreements with allottees etc. M/s Laxmi at its own cost and expenses will complete society formation within 60 days from date of receipt of consent by 65 allottees or on the receipt of MahaRERA order whichever is Earlier. M/s Laxmi shall complete the required formalities at its own cost and expenses, the execution and registration of the Conveyance deed or deemed conveyance deed of land and building in favour of the society of Tatva Project within 60 days of registration of the society. Once the society is formed as stated above under Maharashtra Cooperative Societies Act, 1960, all the rights and obligations of the association under this MOU will get transferred to the society and then the society shall be treated as the party of the third part in this MOU for all practical and legal purposes. Wherever the association has been used in this MOU shall be replaced by the society.

14. **ORDER FOR THE LIFT WITHIN 15 DAYS :**

M/s. Laxmi shall order for lifts within 15 days of receipt of 65 allottees consent in their favour or MahaRERA order whichever is earlier. M/s. Laxmi shall submit the necessary evidence for placing the order for Lift such as Purchase order, Advance payment receipts, confirmation from the lift vendor etc to the Association within 7 days of receiving the same.

15. **LIABLE FOR TERMINATION OF THE CONTRACT WITHOUT PAYMENT OF ANY CONSIDERATION :**

If M/s Laxmi fail to complete even 50% of the agreed work to be completed within 6 months as per the Annexure A (Work Contract) within a period of 6 months from the execution of consent by 65 Allottees in their favour or on the receipt of MahaRERA order whichever is earlier, the Allottee and the Association shall be at liberty to appoint another contractor and complete



*[Handwritten signature]*



the work without paying any amount to M/s Laxmi and in such case Laxmi will contribute only the balance amount of its proportionate share after being given credit for the amounts already spent by Laxmi after signing of this MOU and certified jointly by the Architect and C.A. of Laxmi and Project Management Consultant appointed by the Association/Society. M/s. Laxmi shall not have any claim whatsoever against the allottees or the Association thereafter. The Association or Allottee or Society will not have any claim in respect of 50 flats of Laxmi.

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16. COMPENSATION FOR DELAYED POSSESSION WITH OC AFTER 12 MONTHS.

M/s. Laxmi has confirmed to provide compensation for every month of delay to the Allottees on the amount as mentioned in this MOU at the rate of 15% per annum on failure to make the flats ready for possession and to apply for Occupation Certificate within 12 months from the execution of this MOU by 65 Allottees or on the receipt of MahaRERA order whichever is earlier.

17. POSSESSION OF THE FLATS BY ALLOTTEE :

M/S Laxmi shall intimate all the allottees and association about the application submitted to MCGM with all required NOCs for getting Occupation certificate (OC) vide an e-mail and Registered letter advising the Allottees to arrange their contribution to be paid as per this MOU to M/s. Laxmi against the possession of their respective flat. The Allottee shall take the possession of the flat with all amenities and OC within 21 days from the date of receipt of OC from MCGM by paying their share of contribution at the time of taking over the possession of their respective flat/s with all agreed amenities with Occupation certificate. If any flat purchaser/allottee commits default in payment to M/S Laxmi on the expiry of 21 days from the date of OC by MCGM such allottee shall be liable to pay interest at the rate of 15% per annum on the balance amount payable as per this MOU from the date of expiry of 21 days of offering the possession. It is agreed between the parties till such entire contribution as per this MOU and interest is paid, M/S Laxmi will not handover possession of such flat to such allottee. It is agreed that the Allottee and Association will not request for handing over possession of the flat from M/s. Laxmi unless the Occupation Certificate is obtained. However, if any allottee desires to carry out interior fit outs like furniture, fixtures, A.C. fitting, False Ceiling, etc., then such Allottee will be free to apply to M/s. Laxmi to allow such fit outs to be made, without in any



*[Handwritten signature]*







- manner making any structural additions, alterations, changes, etc., and the M/s. Laxmi may in its absolute discretion allow such fit outs to be made and for that purpose, handover possession, subject to the precondition that the Allottee pays the entire balance consideration as per this MOU to M/s Laxmi.
18. **NO ESCALATION/ INCREASE IN COST OF CONSTRUCTION TO COMPLETING THE PROJECT WITH OC AND AMENITIES:**  
M/s Laxmi agrees and confirms to the Allottee and the Association that no further escalation or increase in cost for completing the project with all amenities with OC shall be demanded. And amount to be paid as agreed in this MOU shall be TOTAL and FINAL under all circumstances.

19. **INDEMNITY AGAINST THE DUES PAYABLE TO GITANJALI INFRA LTD WHICH IS BEING GIVEN TO LAXMI**  
M/s Laxmi agrees and confirms that the Allottee or their legal heirs, successor in title, the association of allottee and the Cooperative Housing Society of the allottees will not be required to pay any outstanding amount to the M/s. GITANJALI INFRA TECH LIMITED once they pay the amount as per this MOU to Laxmi in / as per the terms of this MOU and MAHAKERA order. M/s. Laxmi hereby indemnify and keep indemnified to the Allottee, Association and their successors against any claim that may be made in future by M/s. Gitanjali Infratech Ltd or any other entity authority in respect of this project on the basis of the agreement executed with them or with any predecessors in title.

20. **M/S LAXMI TO PROVIDE NOC FROM ALL THE CONTRACTORS AND VENDORS ENGAGED IN THE PROJECT SINCE JAN 2017 :**

M/s. LAXMI shall obtain necessary no dues certificate and no objection certificate from all the contractors / vendors engaged in this project and continuing with the project since 1<sup>st</sup> January, 2017 including all new contractors engaged by M/s. LAXMI. M/s. Laxmi also shall indemnify and keep indemnified against any claims from all the contractors / vendors who were engaged and continuing in the project since 1<sup>st</sup> January, 2017 till handing over the completed project to the Association/ Society and who are connected with the project directly. The allottees or the Association of the allottees / society shall not be liable to pay any of the pending bills of any contractor or the vendors.






21. ALLOTTEES MAY TRANSFER / SELL THEIR APARTMENT WITHOUT PAYMENT OF ANY TRANSFER FEES BUT WITH PRIOR PERMISSION FROM M/S LAXMI: The Allottee is entitled to transfer and assign the allotment of their flat to any party with prior permission by M/s. LAXMI till the entire amount due under this MOU is fully paid by the Allottee. The Allottee shall not be liable to pay any transfer charges or any other amount in that regard to M/S Laxmi but shall be liable to pay the transfer fees to the Society/ Association as may be decided by the general body of the Association of the Allottees/ society. It is further agreed that during the period, the outstanding amount payable by the allottee to M/s. LAXMI under this MOU if allottee decides to sell his/her flat to a new buyer, in such cases, a new MOU shall be executed between all four parties such as allottee /allottees, M/s Laxmi, Association and the new buyer.

22. FACILITATE FOR AVAILING LOAN BY THE ALLOTTEES TO PAY THEIR SHARE OF COST OF COMPLETING THE PROJECT:

M/s.Laxmi shall extend full cooperation to facilitate by supplying all the required documents and order from the concerned authorities to release the balance loan amount from the respective financial institution already sanctioned against the mortgage of the said flat or to raise any money by mortgaging the flat.

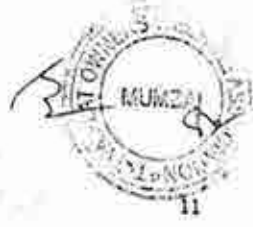
23. CONTRIBUTION TOWARDS THE OUTGOINGS OF ASSOCIATION/ SOCIETY : Each Allottees including M/S Laxmi, in respect of 50 flats, shall contribute or pay to the Association of the Allottees or the Cooperative Housing Societies towards all the out going charges of the society/ association such as club house charges, advance maintenance charges, corpus fund , regular maintenance, services charges, property tax as applicable from time to time as may be decided in the general body of the association of allottees/ Society irrespective of the facts that those 50 flats are attached by the ED or any other Authority

24. SOCIETY/ ASSOCIATION TO HAVE EXCLUSIVE RIGHTS OVER ANY ADDITIONAL FSI/TDR:

M/s. Laxmi shall not claim any additional FS , TDR rights etc., if available through any law existing currently or in future in this project. It



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shall be the exclusive and sole rights of the society/association to use any additional FSI / TDR / Fungible FSI. M/s Laxmi will give necessary No Objection certificate (NOC) to the Association/ Society to utilise the any future FSI / TDR / Fungible FSI and also shall not interfere in any decision in this regard taken by the association or society as the case may be and the association's or the society's decision in this regard shall be final and binding on M/s. Laxmi and the Allottee.

25. LAXMI NOT TO INSTALL HOARDING/ TELECOMMUNICATION TOWERS:

M/s. Laxmi will also not display and advertising board nor will they allow any advertising board to be displayed in the building / space of the society or install any telecommunication tower or utilize the terrace and common space except having a sales office with a sign board at the Main Gate or at the prominent place to facilitate the sale process related to sale of their flats and shall also be entitled to advertise for sale said 50 flats through any medium.

26. M/s. LAXMI TO CONTRIBUTE TOWARDS COST OF COMPLETION OF THE PROJECT:

M/s Laxmi will continue and complete the project irrespective of decision related to PMLA case. In case M/s. Laxmi is not able to complete the project for whatever reasons and the Association of Allottees or the Society is required to complete the work, the Laxmi shall contribute their share in completing the project in respect of 50 flats in equitable ratio as may be decided by the Association or the society after being given credit for the amounts already spent by Laxmi after signing of this MOU and certified jointly by the Architect and C.A. of Laxmi and Project Management Consultant appointed by the Association/ Society.

27. ORIGINAL RECEIPTS FOR STATUTORY PAYMENTS TO BE HANDED OVER TO ASSOCIATION:

M/s. Laxmi will hand over all the documents related to the cost of completion of the project to the association or the society. They will also handover receipt of Premium paid to MCGM or any other authorities for taking occupation certificate and also receipts in respect of payment of GST, property tax, Water Charges, Electricity charges, annual maintenance charges contract and other contracts receipt to the Association or the society at the time of handing over the management of the complex/ project to the society or the association. As these are




statutory payments and may be liable for scrutiny in future assessments. M/s. Laxmi shall hand over all the original receipts/ Contracts to the society or the association. These MCGM premium and Property tax amount and all other charges like water charges, electricity charges, insurance premium, contractors payment etc till the project is completed in all respect including obtaining the OC, water connection, electric connection etc are part of the total amount agreed to be contributed by the Allottee to M/s. LAXMI as per this MOU.



28. **OBTAIN PRIOR NOC FROM THE ASSOCIATION BEFORE HANDING OVER THE POSSESSION OF THE FLAT:**

M/s. Laxmi shall hand over the flat to the Allottee on producing necessary No Objection Certificate (NOC) from the Association of the allottees/ society by clearing all the dues of the Association/ Society and also on payment of full payment as agreed in this MOU to M/s. Laxmi.

29. **LAXMI TO WITHDRAW FROM NCRDC :**

M/s. Laxmi will have to withdraw their intervention application at NCRDC within 15 days from the date of execution of this MOU by 65 allottees or on receipt of MahaRERA order whichever is earlier. However, the Association and allottee agree that they shall not make any claim against Laxmi and even if any order is passed in their favour, the same shall not be executed against Laxmi or against 50 flats of Laxmi.

30. **LAXMI TO EXECUTE AND REGISTER AGREEMENT FOR SALE:**

In respect of allottees who are having allotment letters, M/s LAXMI shall execute the agreement for sale in respect of the flat purchased by allottees and if LAXMI fails to do so, the same due to this MOU becoming null and void or for any other reasons, the agreement for sale with the allottees shall be done by the Association.

31. **LAXMI TO DEFEND ALL FUTURE LITIGATIONS:**

Any legal dispute arising on and after execution of this MOU in respect of this project Tatva shall be the responsibility of M/s Laxmi to handle, defend and take care of such disputes and the Allottee and the Association shall not be liable to pay any compensation or damages or contribution under any circumstances



*[Handwritten signature]*



32. ALLOTTEES NOT REQUIRED TO BE PART OF ED PROCEEDINGS:

Allottee: will not be required to visit any PMLA court / CBI court ED office related to legal issues related with attachment of 50 flats of M/s Laxmi by ED till this MOU is in force.

33. MOU TO BE NULL AND VOID:

It is agreed between the parties, that Non-adherence to the following points shall render this MOU as NULL and VOID:

- A) Order for all 6 lifts within 15 days of signing this MOU by 65 Allottees or on the receipt of MahaRERA order whichever is earlier.
- B) If 50% of balance work of estimated value is not completed within 6 months as per the construction plan agreed as per this MOU from date of receipt of 2/3 consent by 65 allottees or on the receipt of MahaRERA order whichever is earlier.
- C) Withdrawal of NCRDC intervention Application within 15 days of signing this MOU by 65 Allottee or on the receipt of MahaRERA order whichever is earlier.
- D) Demanding any contribution over and above agreed amount as mentioned in this MOU which is TOTAL AND FINAL amount under all circumstances.

34. EFFECTS OF BECOMING MOU NULL AND VOID:

As and when this MOU becomes null and void as per the terms of this MOU, it shall have following effects :

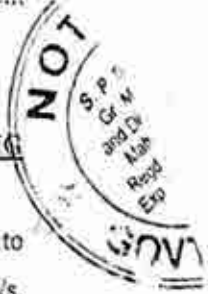
- (a) M/s. LAXMI shall not have any claim whatsoever against the Allottee and the Association for any amount incurred or spent on the project and in such case Laxmi will contribute only the balance amount of its proportionate share after being given credit for the amounts already spent by Laxmi after signing of this MOU and certified jointly by the Architect and C.A. of Laxmi and Project Management Consultant appointed by the Association/ Society.
- (b) The Association or Allottee or Society will not have any claim in respect of 50 flats of Laxmi
- (c) The entire projects shall vest with the Association who shall take necessary steps to complete the project by in the manner as may be decided.
- (d) M/s. Laxmi shall contribute their share of contribution in respect of 50 flats for completing the project irrespective of those flats having been



*[Handwritten signature]*



attached by ED, after being given credit for the amounts already spent by Laxmi



35. ARCHITECT AND ENGINEER CERTIFICATE ON PENDING WORK TO BE PART OF MOU:

M/s. Laxmi shall obtain an Architect and Engineer certificate-related to the pending work indicating all the amenities to be completed by M/s. Laxmi which shall form the part of this MOU.

36. INSURANCE OF THE BUILDINGS :

M/s. LAXMI shall take necessary insurance of the building against all natural calamities till the project is completed with Occupation certificate and possession is handed over to the Allottee and the management to the Association/ Society.

37. ASSOCIATION TO APPOINT ITS OWN PMC, ARCHITECT, ENGINEER, CHARTERED ACCOUNTANT:

The Association / Society may appoint its own consultant to supervise and monitor the project at their own cost and M/s Laxmi shall provide all the necessary information and also extend the full cooperation in this regard. The Allottee and the Association or their representative shall have full right to enter upon the project or their flat to take necessary inspection and monitor the work of the project or the flat. Further, M/s. Laxmi shall provide information about the work done on monthly basis to Association and the Project management consultant appointed by the Association for their review.

38. LAXMI TO PAY COMPENSATION IF THEY FAIL TO COMPLETE THE PROJECT:

In case, M/s. LAXMI commence the work of the project after receiving 65 allottees MOU in their favour or on the receipt of MahaRERA order, whichever is earlier and the Association is compelled to take over the project as per this MOU, LAXMI shall pay compensation of Rs.5,00,00,000/- ( Rs. Five Crores only) to the Association in addition to the contribution required to be made for completing the project in respect of 50 flats allotted to them by the promoter after being given credit for the amounts already spent by Laxmi. Provided further that, the compensation of Rs.5 crores shall be reduced by the actual amount incurred by M/s LAXMI after the execution of this MOU in this project for which



*[Handwritten signature]*



necessary evidence is submitted to the Association and certified jointly by the Architect and C.A. of Laxmi and Project Management Consultant appointed by the Association/ Society.

39. **ALL TERMS AND CONDITIONS TO BE PART OF MAHARERA ORDER:**

MahaRERA shall be requested jointly by Laxmi and the party of the third part to decide the complainant filed by the third part before MahaRERA which has been intervened by the party of the first part on the basis of this MOU. All the terms and conditions of this MOU shall be treated as a part of the MahaRERA order and shall be binding on all the parties respectively.

40. **ALL NOC TO BE ON STAMP PAPER:**

All NOC / Bond /Certificates to allottees / association/ cooperative housing society to give on Non judicial stamps of Rs 100/=

**SCHEDULE 1**

All the Flat No 1001 in Tower ~~URJA~~ PRAYAAN in the project known as TATVA constructed on land bearing S.No.132(pt), Survey No. 134, Hissa No.1 (pt) and CTS No. 68/A of Village Borivali admeasuring 7939.8 sq. Mtrs, at Mumbai Suburban District.

**SCHEDULE 2**

Total 97 allottees in respect of total 155 flats in the both the towers known as URJA and PRAYAAN in the TATVA project as on 26<sup>th</sup> January, 2019 as under:

Sr.No.	Particulars	Flats	No of Allottee
1	M/s. Laxmi	50	1
2	M/s.Aakar Construction	4	1
3	M/s. Gitanjali Exports	4	1
4	Mr.Bhagwan Chaparwal	2	1
5	Mr. Prabhakar Shetty	2	1
6	Mr. Natwar Agarwal	2	1
7	Other Unique Purchasers	91	91
	Total	155	97



IN WITNESS WHEREOF, the parties herein have set their hands and seals to this writing at on the date mentioned hereinabove.

SIGNED, SEALED AND DELIVERED BY )

Mr. BHAVIN SHAH )

Director and Authorised signature for )  
And on behalf of M/S. LAXMI INFRA )  
DEVELOPERS LIMITED )

The Party of First Part )

in the presence of: )

(1) \_\_\_\_\_ )

(2) \_\_\_\_\_ )



SIGNED, SEALED AND DELIVERED BY )

(1) MS / Mrs Mr. SAMR KADAM )

(2) MS / Mrs Mr. \_\_\_\_\_ )

(3) MS / Mrs Mr. \_\_\_\_\_ )

Allottee, the Party of Second Part )

In presence of: )

(1) \_\_\_\_\_ )

(2) \_\_\_\_\_ )

*Handwritten signature*

SIGNED, SEALED AND DELIVERED BY )

(1) Mr. Satish Seikwal )

(2) Mr. Sachin Pahi )

(3) Mr. \_\_\_\_\_ )

The office bearers on behalf )

Of the Party of Third Part )

In presence of: )

(1) \_\_\_\_\_ )

(2) \_\_\_\_\_ )

*Handwritten signature*

S.V. Palo



BEFORE ME )

*Handwritten signature* )

S. P. TIWARI )

M.A., H.D. )

NOTARY )

Maharashtra )

(Govt. of India) )

REGISTER	700	2/02
Sr. No.		2/9

2-FEB 2019



# LAXMI INFRA DEVELOPERS LIMITED

045

CIN:U45201GJ1989PLC012793

REGD. OFFICE: Plot No. H-1, Housing Zone, G.I.D.C Sachin, Surat 394230 IN

*J  
20*  
*OF INDIAN*

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S. LAXMI INFRA DEVELOPERS LIMITED AT THEIR BOARD MEETING HELD ON FRIDAY, THE 25<sup>TH</sup> OF JANUARY, 2019 AT THE REGISTERED OFFICE OF THE COMPANY AT PLOT NO. H-1, HOUSING ZONE, G.I.D.C, SACHIN, SURAT - 394230 AT 11:00 A.M.

RESOLVED THAT the company do enter into a Memorandum of Understanding/ Agreement with individual flat purchaser/allottees of the Building known as "TATVA" situated at Dattapada Road, Borivali East, Mumbai on the terms and conditions set out contained in the draft Memorandum of Understanding/Agreement placed before the meeting and initiated by the Chairperson for the purpose of identification.

RESOLVED FURTHER THAT Mr. Mitesh Gajera OR Mr Bhavin Shah be and is hereby authorized to negotiate and finalize the terms and conditions of the said Memorandum of Understanding/ Agreement, on behalf of, and in the name of the Company.

RESOLVED FURTHER THAT Mr. Mitesh Gajera OR Mr Bhavin Shah be and is hereby authorized to execute and register the said Memorandum of Understanding/ Agreement and do all others acts and deeds as may be required for, on behalf of, and in the name of the Company for the aforesaid purpose.

Certified to be true,

For Laxmi Infra Developers Limited

*[Signature]*  
Director





## ANNEXURE - "A"

## Schedule Of Work for Wing-A (URJA) at TATVA, Borivall

SR.NO.	DESCRIPTION OF ITEM	START DATE	COMPLETION DATE	REMARKS
1	BALANCE R.C.C. FOR E-DECK PARDIES	05.02.19	25.02.19	
2	BALANCE BRICK WORK (terrace, podiums, E-deck, substation, meter rooms, storm water drains, chambers, trenches etc)	05.02.19	07.03.19	
3	TERRACE WATER PROOFING	16.02.19	12.03.19	
4	BALANCE INTERNAL PLASTER (terrace, podiums, E-deck, substation, meter rooms, storm water drains, chambers, trenches etc)	16.02.19	15.03.19	
5	BALANCE EXTERNAL PLASTER (terrace, podiums, E-deck, substation, meter rooms, storm water drains, chambers, trenches etc)	16.02.19	20.03.19	
6	CEMENT JALI (Balance)	09.02.19	25.03.19	
7	DOOR SHUTTERS FIXING INCLUDING FIXTURES	05.02.19	25.03.19	16th to 20th floor and terrace and balance below 16th(5flrsx9days=45+1holiday+2days extra=48days)
8	ELECTRICAL WORK (INTERNAL WIRING)	05.02.19	30.03.19	16th to 20th floor and terrace and balance below 16th flr.(5flrsx9days=45+1holiday+7days extra for balance work=53days)
9	BALANCE FLOORING, DADO WORK (servent toilets, lobby, staircase, podiums)	05.02.19	08.04.19	Servent toilets, still to 20th floor (26flrsx2days=52 days+10days for
10	BALANCE R.C.C. PODIUMS (balance podium columns, beams, slabs, (1st, 2nd and E-deck))	01.03.19	15.04.19	1st to 3rd podium 3flrs + 30m
11	M.S. RAILING	16.03.19	15.04.19	will be completed after completion of sliding windows
12	PLUMBING WORK (DOWN TAKE, TERRACE LOOPING)	05.02.19	21.04.19	2.5 months
13	EXTERNAL PAINTING	05.02.19	25.04.19	Will be completed after completion of down take line
14	PUTTY, PRIMER, ONE COAT PAINT (INTERNAL)	05.02.19	26.04.19	11th to 20th floor including lobby and staircase (10flrsx8days=80+1holidays=81days)
15	ELECTRICAL WORK (INTERNAL SWITCH SOCKETS)	05.02.19	02.05.19	will be completed after completion of one coat paint, 4th floor to 20th floor (17flrsx5days=85+2holidays=87days)
16	BALANCE TRIMIX (STILT, PODIUMS)	01.04.19	15.05.19	Will be completed after completion of E-deck balance r.c.c. slab
17	WOODEN FLOORING	16.04.19	17.06.19	1st to 20th floor (20flrsx3days=60+2holidays=62days)
18	INTERNAL PAINTING (FINAL COAT)	19.04.19	09.07.19	1st to 20th floor (20flrsx4days=80+2holidays=82days)
19	PODIUM PAINTING (INTERNAL)	01.03.19	09.07.19	finalised along with final int. painting
20	C.P. SANITARY WORK	24.04.19	14.07.19	Will be completed after completion of first coat paint 1st to 20th floor (20flrsx4days=80+2holidays=82days)
21	EXTERNAL ELECTRICAL WORK	03.05.19	14.07.19	
22	PAVING	16.05.19	14.07.19	
23	RECTIFICATION, CLEANING, HAND OVER	15.07.19	14.08.19	



## ANNEXURE - "A"

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## Schedule Of Work for Wing-B (PRAYAN) at TATVA, Borivali

SR.NO	RI	DESCRIPTION OF ITEM	START DATE	COMPLETION DATE	REMARKS
1		BALANCE GYPSUM WORK	05.02.19	20.02.19	
2		BALANCE INTERNAL PLUMBING	05.02.19	25.02.19	
3		BALANCE TOILETS WATERPROOFING	05.02.19	02.03.19	
4		BALANCE R.C.C. ABOVE TERRACE	05.02.19	15.03.19	
5		BALANCE BRICK WORK (terrace, podiums, E-deck, storm water drains, chambers, trenches etc)	05.02.19	30.03.19	Will be completed after completion of terrace r.c.c
6		BALANCE INTERNAL PLASTER (terrace, podiums, E-deck, substation, storm water drains, chambers, trenches, ducts etc)	16.02.19	04.04.19	
7		BALANCE TRIMIX (STILT, PODIUMS)	07.03.19	04.04.19	
8		BALANCE EXTERNAL PLASTER (terrace, podiums, E-deck, substation, storm water drains, chambers, trenches etc)	05.02.19	25.04.19	Will be completed after completion of terrace brickwork
9		CEMENT JALI	16.03.19	30.04.19	
10		UG TANK including water proofing	16.02.19	30.04.19	
11		TERRACE WATER PROOFING	31.03.19	15.05.19	Will be completed after completion of terrace plaster
12		BALANCE FLOORING, DADO WORK (flats, servant toilets, lobby, staircase, podiums)	05.02.19	23.05.19	Will be completed after completion of external plaster, lift side dado work can be done only
13		DOOR SHUTTERS FIXING INCLUDING FIXTURES	04.04.19	28.05.19	Will be completed after completion of flooring (16th to 21st floor) and balance below 16th floor (6flrsx9days=54+1 holidays=55days)
14		ELECTRICAL WORK (INTERNAL WIRING)	11.04.19	04.06.19	Will be completed after completion of doors shutters (16th to 21st floor) and balance below 16th floor (6flrsx9days=54+1 holiday=55days)
15		PUTTY, PRIMER, ONE COAT PAINT (INTERNAL)	16.02.19	15.06.19	Will be completed after completion of electrical wiring (11th to 21st floor)
16		PLUMBING WORK (DOWN TAKE, TERRACE LOOPING)	16.03.19	15.06.19	
17		ELECTRICAL WORK (INTERNAL SWITCH SOCKETS)	02.03.19	25.06.19	Will be completed after completion of one coat paint
18		MS RAILING	30.05.19	30.06.19	Will be completed after completion of sign. windows
19		EXTERNAL PAINTING	02.03.19	15.07.19	Will be completed after completion of sign. window and railing
20		WOODEN FLOORING	29.06.19	01.09.19	1st to 21st floor (21flrsx3days=63+2holidays=65days)
21		INTERNAL PAINTING (FINAL COAT)	03.07.19	28.09.19	1st to 21st floor (21flrsx4days=84+4holidays=88days)
22		PODIUM PAINTING (INTERNAL)	05.04.19	28.09.19	finalised along with final int. painting
23		C.P SANITARY WORK	07.07.19	03.10.19	Will be completed after completion of final coat paint, 1st to 21st floor (21flrsx4days=84+5holidays=89days)
24		EXTERNAL ELECTRICAL WORK	26.06.19	03.10.19	
25		PAVING	16.08.19	03.10.19	
26		TESTING, COMMISSIONING, RECTIFICATION, CLEANING, HAND OVER	04.10.19	15.11.19	



## ANNEXURE - "A"

## Schedule Of Work for INFRA/OTHER Works at TATVA, Borivali

SR.NO.	DESCRIPTION OF ITEM	START DATE	COMPLETION DATE	REMARKS
<b>BASEMENT WORKS</b>				
a	RAVANCE DRAINS	05.02.2019	20.02.2019	
b	SOIL LEVELLING AND COMPACTION	05.02.2019	07.03.2019	
c	RUBBLE SOILING	16.02.2019	15.04.2019	
d	P.C.C.	02.03.2019	30.04.2019	
e	GRADE SLAB WITH TRIMIX FINISH	16.04.2019	15.05.2019	
<b>2 E-DECK LEVEL WORKS</b>				
a	WATER PROOFING	05.02.2019	15.03.2019	
b	FILLING	02.03.2019	30.03.2019	
c	PAVING	16.03.2019	15.05.2019	
d	SWIMMING POOLS	30.03.2019	30.05.2019	
e	DECKING	16.05.2019	15.06.2019	
<b>3 SLIDING WINDOWS (URJA AND PRAYAN)</b>				
<b>4 FIRE FIGHTING WORKS (URJA AND PRAYAN)</b>				
<b>5 MAIN GATE</b>				
<b>6 MAIN ENTRANCE LOBBY URJA</b>				
<b>7 MAIN ENTRANCE LOBBY PRAYAN</b>				
<b>8 SO GLASS RAILING</b>				
<b>9 CLUB HOUSE WORK</b>				
<b>10 GARDENING / Landscape</b>				



**ANNEXURE - A**  
**SCHEDULE OF LIFT / ELEVATORS FOR**  
**WING "A(URJA) & WING B"(PRAYYAN)**

SR.NO.	DESCRIPTION OF ITEM	SCHEDULES
1	Order Confirmation	31.01.2019
2	Issue Of PO. & WO. Along with Advance	31.01.2019
3	Submission of layout Drawings	12.02.2019
4	Approval of Layout and Finishes and Release of payment as per payment schedule	15.02.2019
5	Form - A Clearance from Client	25.02.2019
6	Commencement of Installation Works	02.04.2019
7	Shaft Handing Over from Client to Lift Vendor along with Scaffolding.	15.05.2019
8	Commencement of Preliminary Works	16.05.2019
9	<b>Arrival of Material at Site</b>	
9.1	1st Lot (Guide Rails) Installation Works will go parallel	30.05.2019
9.2	2nd Lot (Entrance Material) Installation Works will go parallel	10.06.2019
9.3	Final Lot (Balance Full Material) Installation Works will go parallel	30.07.2019
10	Completion of Entrance Fixing and Handing over to Customer for Architrave Work.	15.07.2019
11	Completion of Architrave from Client and hand over to Lift Vendor (This activity will work parallel along with entrance fixing )	20.07.2019
12	Form -B Clearance from Client	15.08.2019
13	Completion of installation work.	30.08.2019
14	Handing Over of Elevators.	15.09.2019





Date: 31.01.2019' Thursday

**TO WHOM SO EVER IT MAY CONCERN**

This is to Certify the Pending work for the Construction Work of Wing-B (Prayyan) of the Project "TATVA" situated on the Plot bearing CTS No.: 68/A/1 ,villageMagathane ,taluka Borivali, District Mumbai -400066 admeasuring plot area 7533.80sq.mts. is being developed by M/s .Gitanjali Infratech limited.

Based on Site Inspection, with respect to each of the Building/Wing of the aforesaid Real Estate Project . I certify that as on the date of this certificate, the Percentage of Work done for each of the building/Wing of the Real Estate Project as registered vide number ~~PS1900004493~~ under MahaRERA is as per Table A herein below. The percentage of the work executed with respect to each of the activity of the entire phase is detailed in Table B.

**TABLE-A**

Building / Wing -B (Prayyan)

Sr. No.	Tasks /Activity	Percentage of Balance work
(1)	(2)	(3)
1.	Excavation	0% —
2.	One (01Level) Easement	0%
3.	Three (03 Levels) Podiums	0%
4.	One (01Level) Stilt Floor	0%
5.	Twenty Three (PART) (23pt. Levels) Slabs of Super Structure	0%
6.	Internal Walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises.	30%

Page 1 of 3







7. Sanitary Fittings within the Flat/Premises, Electrical Fittings within the Flat/Premises. 70%
8. Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks. 30%
9. The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing. 40%
10. Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to obtain Occupation / Completion Certificate. 100%

### TABLE-B

Internal and External Development Works in respect of the entire Registered Phase.

S.No.	Common areas and Facilities, Amenities	Proposed (Yes/No)	Percentage of Balance Work	Details
(1)	(2)	(3)	(4)	(5)
1.	Internal Roads & Footpaths.	Yes	40%	Building Under Construction
2.	Water Supply	Yes	100%	Building Under Construction.
3.	Sewarage (chamber, lines, Septic Tank, STP).	Yes	60%	Building Under Construction.
4.	Storm Water Drains	Yes	50%	Building Under Construction
5.	Landscaping & Tree Planting.	Yes	60%	Tree plantation Done
6.	Street Lighting	Yes	100%	Building Under Construction



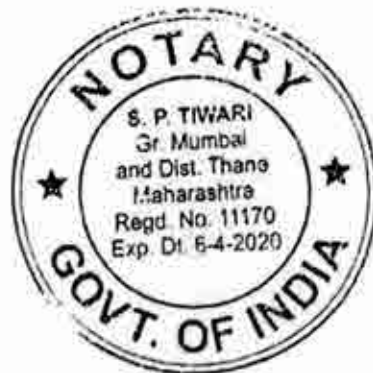


7.	Treatment and disposal of sewage and sullage water.	Yes	70%	RCC work is Completed of STP
8.	Water conservation, Rain water harvesting.	Yes	100%	Building Under Construction.
9.	Energy management	No		
10.	Fire protection and fire safety requirements	Yes	100%	Building Under Construction
11.	Electrical meter room, sub-station, receiving station.	Yes	100%	Building Under Construction.
12.	Swimming Pool, Gym. and Games Zone Amphitheatre.	Yes	100%	Building Under Construction.

Yours Faithfully,  
For VIVEK BHOLE ARCHITECTS PVT.LTD



Vivek J. Bhole - CMD  
CA/95/18735





**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**

**1. Complaint No. CC006000000056350**

Tatva Flat Owners Welfare Association ..... Complainant

**Versus**

Gitanjali Infratech Limited & Ors. .... Respondents

Along with

**2. Complaint No. CC006000000054952**

Mrs. Abira Sarkar And Mr. Sumit Sarkar and 13 others ..... Complainants

**Versus**

Gitanjali Infratech Limited & Ors. .... Respondents

Along with

**3. Complaint No. CC006000000054940**

Mr. Kalpesh Jain And Vegga Mehta and others ..... Complainants

**Versus**

Gitanjali Infratech Limited & Ors. .... Respondents

Project Registration No. P51800004498

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA**

C.A. Ramesh Prabhu appeared for the complainants in all the complaints.

Mr. Sanjay Mashilkar appeared for the respondents in all the complaints.

**ORDER**

(11<sup>th</sup> July, 2019)

- i. The complainants in the above complaints are allottees in the project "Tatva" being developed by the respondent at Village Magathane, Borivali (E), Mumbai. The project is a part of land bearing Survey No. 132 (part), S. No. 134, Hissa No. 1 part bearing C. T. S. No. 68-A admeasuring 7939 sq. mtrs (hereinafter referred to as 'the property'). Originally the property was

*asend*

acquired by M/s. Gitanjali Gems Limited Company promoted by Mr. Mehul Choksi. Subsequently, M/s. Gitanjali Gems Limited Company sold the property to its wholly owned subsidiary M/s. Gitanjali Infratech Limited. After taking necessary permissions, M/s. Gitanjali Infratech Limited commenced development of the property in the year 2014 under the project name "Tatva". The project has 20 storey, 2 towers consisting of 155 flats which was sold or allotted to different allottees.

2. The promoter i.e. M/s. Gitanjali Infratech Limited registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as RERA) as ongoing project. According to the complainant, the project was moving at slow pace which could be due to financial difficulties faced by the developers. The allottees have paid substantial amount of money towards the consideration value to their respective flats. The complainant also got the reports that developer absconded and they could not get much information regarding the progress of the project. The construction activities came to standstill in March 2018 which further raised apprehensions of the buyers regarding the completion of the project. The complainants have, therefore, filed these complaints before MahaRERA for the possession of their flats in accordance with Section-19(3) of the RERA and suitable directions under Section-7 and 8 to complete the project exercising the options available. They also prayed that, the project related information should be shared with them under Section-19(1) of the act. Some of the complainants also prayed for registration of the agreement and interest on the amount for the delayed possession.
3. The complaint No. CC006000000056350 has been filed by Tatva Flat Owners Association. The complaint No. CC006000000054952 has been filed by 14 allottees claiming interest for delay under Section-18 of the RERA and

The complaint No. CC00600000054940 filed by five allottees praying for the registration of the agreement and the interest for delay in possession.

4. All these complaints were heard on various dates in the presence of concerned parties duly represented by their learned advocates. An intervention application was filed by M/s. Laxmi Infra Developers Limited in complaint No. CC00600000056350 as an intervener applicant claimed to be developer of the project by virtue of the development agreement dated 1<sup>st</sup> February, 2018 executed with original developer M/s. Gitanjali Infratech Limited. It was submitted by intervener applicant that due to financial difficulties faced by M/s. Gitanjali Infratech Limited the construction of the project had slowed down from 2015 onwards. M/s. Laxmi Infra Developers Limited further submitted that, he was supposed to complete the balance work and receive the consideration in respect of 50 flats.
5. Adequate time was also given to the parties to hold discussion and try to reach some amicable settlement among themselves. The intervener /applicant contacted various allottees and also held discussions with Tatva Flat Owners Association and got affidavits signed by majority of them in which allottees allowed M/s. Laxmi Infra Developers to complete the balance work so that the project could be completed and making it possible for the allottees to get their respective flats. The parties agreed to protect interest of the allottees and allowed M/s. Laxmi Infra Developers to complete the project in a time bound manner. The copy of the agreement was submitted before MahaRERA which was taken on record. Subsequently, the respondent / promoter also updated information on the website including name of the M/s. Laxmi Infra Developers as a promoter. All concerned parties to fulfil their respective obligations as they have agreed upon.



6. In the complaint No. CC006000000054952, the complainants have demanded payment of interest for delay under Section-18 of the RERA and in the complaint No. CC006000000054940, the complainants prayed for registration of the agreement and interest for the delay. However, the payment of interest at this stage can adversely affect the project. Hence their claim can be considered when the project is nearing completion. The promoters may execute the agreement for sale with those allottees who have paid money and not registered the project.
7. Consequently, all the complaints stand disposed of.



*Vijay Satbir Singh*  
(Dr. Vijay Satbir Singh)  
Member - 1/MahaRERA

388/2/38

Monday, February 17, 2020

4:02 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 2356 दिनांक: 17/02/2020

गावाचे नाव: **भागाठाणे**

दस्तऐवजाचा अनुक्रमांक: **बरत-5-2138-2020**

दस्तऐवजाचा प्रकार: **करारनामा**

सादर करणाऱ्याचे नाव: **कौशिक मेहता**

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1300.00

पृष्ठांची संख्या: 65

एकूण:

₹. 31300.00

आपणास मूळ दस्त, पबनेल प्रिंट, सूची व अंदाजे  
4:25 PM झा वेळेस मिळेल.

सह दु.पिका-बोरीवली:

बाजार मूल्य: ₹. 14711000/-

मोबदला ₹. 15000000/-

भरलेले मुद्रांक शुल्क: ₹. 900000/-

सह दुय्यम निबंधक बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: ₹. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: M11012106401201920E दिनांक: 17/02/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: ₹. 1300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1402202009488 दिनांक: 17/02/2020

बँकेचे नाव व पत्ता:

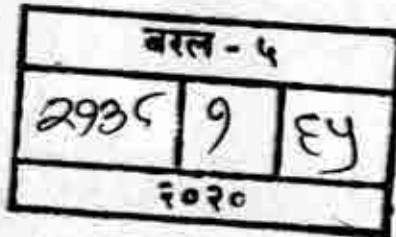
*[Handwritten Signature]*

Delivery Date: 18/2/2020

Delivery Date: 18/2/2020

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	20200215751			15 February 2020, 11:04:17 AM बरल-5	
मूल्यांकनाचे वर्ष	2019				
जिल्हा	मुंबई (उपनगर)				
मूल्य विभाग	४०-मगाठाणे ( बोरीवली )				
मूल्य निर्धारण विभाग	४०/३८९२ भाग, उत्तरेस राजेंद्रनगर समोरील ३६.६० मी दि यो रस्ता, पूर्वेस द्रुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे लाईन,				
मूल्यांकन क्र. भू क्रमांक	इतर #				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
553(A)	114800	157300	210100	114800	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र (Built Up)	105.09 चौरस मीटर	मिळकतीचा वापर -	निवासी सदनिका	मिळकतीचा प्रकार -	बांधीव
बांधकामाचा वर्गीकरण -	1-आर सी सी	मिळकतीचे वय -	० TO 2 वर्षे	मूल्यदर/बांधकामाचा दर -	Rs.114800/-
तयारवाहन सुविधा -	आहे	मजला -	21st floor To 30th floor		
Sale Type - Resale					
First Sale Date - 05/02/2019					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला भागाय घट/वाढ = 115% apply to rate= Rs.132020/-					
तक्त्यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * प्रस्ता-मानुसार टक्केवारी) + खुल्या जमिनीचा दर )					
= (( (132020-55400) * (100 / 100) ) + 55400 )					
= Rs.132020/-					
A) मजला मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 132020 * 105.09				
	= Rs.13873981.8/-				
E) बांदिलेले वाहन तळाचे क्षेत्र	25.35 चौरस मीटर				
बांदिलेले वाहन तळाचे मूल्य	= 25.35 * ( 132020 * 25/100 )				
	= Rs.836676.75/-				
एकत्रित अंतिम मूल्य	= मजला मिळकतीचे मूल्य + तळाघराचे मूल्य + मेट्रोलाईन मजला क्षेत्र मूल्य + लगतच्या राखीचे मूल्य + वरील राखीचे मूल्य + बांदिलेले वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोंवतीच्या खुल्या जागेचे मूल्य + बांदिलेले बांधकामे				
	= A + B + C + D + E + F + G + H + I				
	= 13873981.8 + 0 + 0 + 0 + 836676.75 + 0 + 0 + 0 + 0				
	= Rs.14710658.55/-				

Home Print





Valuation Id : 20200213146

## Valuation Report

Date :13/02/2020

## Location Details

Division	Mumbai
District	मुंबई(उपनगर)
Zone	86-मागाठणे ( बोरीवली )
Attribute	सि.टी.एस. नंबर
SubZone	86/389अभाग: उत्तरेस राजेंद्रनगर समोरील 36.60 मी.वि.यो. रस्ता, पूर्वेस द्रुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे लाईन.
Palika	Mumbai subarbs
Land Type	Built up land
Property Type	Flat
Occupied By	occupied

## Rate Details

Open	Residence	Office	Shop	industry	Unit
55400	114800	157300	210100	114800	Square Meter

## Area Details

Build Area	105.09
Carpet Area	0
Unit	चौ. मीटर
Depreciation	0 TO 2
Construction Type	1-आर सी सी

## Other Details

Covered parking area 25.35चौ. मीटर Rate for cover parking Rs.132020/-

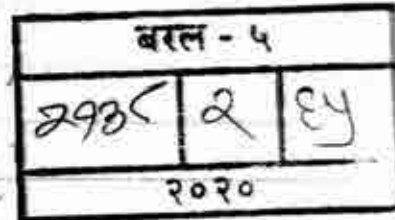
In Big Project / Township No

Lift Available Yes

Floor 21st floor To 30th floor

## Valuation Details

ASR Rate	Rs.114800/-
Cost after applying Lift	Rs.132020/-
Cost after applying deperication	Rs.132020/-
Rate for cover parking	Rs.132020/-
Cost of cover parking	Rs.836677/-
Final Valuation cost	Rs.14710659/-
Cost of Build	Rs.13873982/-
rate_flag	Rs.act/-





CHALLAN  
MTR Form Number-6



GRN	MH01210S401201920E	BARCODE	Date		14/02/2020-15-29-52	Form ID	25.2	
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Stamp Duty		TAX ID (If Any)					
Type of Payment	Registration Fee		PAN No.(If Applicable)	AAMP4864G				
Office Name	BRL5_JT SUB REGISTRAR BORIVALI 5		Full Name	KAUSHIK MEHTA AND OTHER				
Location	MUMBAI		Flat/Block No.	FLAT NO 1902 B WING TATVA IN PRAYAAN				
Period	2019-2020 One Time		Premises/Building					
Account Head Details	Amount In Rs.	Road/Street	DATTAPADA ROAD					
90045501 Stamp Duty	900000.00	Area/Locality	BORIVALI EAST MUMBAI					
90045502 Registration Fee	30000.00	Town/City/District						
		PIN	4	0	0	0	8	6
		Remarks (If Any)	PAN2=BTEPM1584M-SecondPartyName=PRITAM SANJAY MALSHILKAR AND OTHER-					
		Amount In	Nine Lakh Thirty Thousand Rupees Only					
	9,30,000.00	Words						
Payment Details	BANK OF BARODA		FOR USE IN RECEIVING BANK					
Cheque/DD Details	बरल - ५		Bank CIN	Ref. No.	02003942020021400854	128796491		
Bank Code No.	2935 3 ६५		Bank Date	RBI Date	14/02/2020-15:31:17	Not Verified with RBI		
Bank Name	२०२०		Bank-Branch	BANK OF BARODA				
Account No.			Scroll No. , Date	Not Verified with Scroll				



This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. 9820282455  
 हाचा सवलत द्यायला निलचक्र कार्यालय नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू.

*(Handwritten signatures)*

पत्नी (1) जोरदार मंडी.



**CHALLAN  
MTR Form Number-6**



GRN	MH012106401201920E	BARCODE				Date	14/02/2020-15:29:52	Form ID	252
Department Inspector General Of Registration					Payer Details				
Stamp Duty					TAX ID (If Any)				
Type of Payment Registration Fee					PAN No.(If Applicable) AAMP4864G				
Office Name BRL5_JT SUB REGISTRAR BORIVALI 5					Full Name KAUSHIK MEHTA AND OTHER				
Location MUMBAI					Flat/Block No. FLAT NO 1902 B WING TATVA IN PRAYAN				
Year 2019-2020 One Time					Premises/Building				
Account Head Details					Amount In Rs.				
0030045501 Stamp Duty		900000.00			Road/Street DATTAPADA ROAD				
0030063301 Registration Fee		30000.00			Area/Locality BORIVALI EAST MUMBAI				
					Town/City/District				
					PIN 4 0 0 0 6 1				
					Remarks (If Any)				
					PAN2=BTEPM1584M-SecondPartyName=PRITAM MALSHILKAR AND OTHER-				
					Amount in Words Nine Lakh Thirty Thousand Rupees Only				
					Amount in Words 9,30,000.00				
Payment Details BANK OF BARODA					FOR USE IN RECEIVING BANK				
Cheque/DD Details					Bank CIN	Ref. No.	02003942020021400884 128796491		
Cheque/DD No.					Bank Date	RBI Date	14/02/2020-15:29:52 15/02/2020		
Name of Bank					Bank-Branch BANK OF BARODA				
Name of Branch					Scroll No. , Date 1 , 15/02/2020				

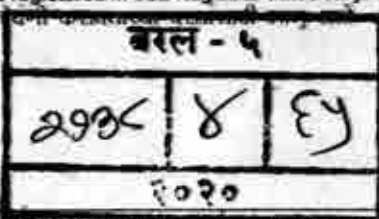


Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
चलान केवल दस्तावेज न्यायिक कार्यालयात नोंदणी करायला वापरता येईल. नोंदणी न करता येणाऱ्या दस्तावेजांसाठी सदर चलान वापरता येत नाही.

Validity unknown

Digitally signed by  
VIRTUAL TREASURER  
MUMBAI 02  
Date: 2020.02.17  
16:15:43 +05'  
Reason: See Document



Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount	
1	(IS)-388-2138	0006294528201920	17/02/2020-16:05:43	IGR194	900000.00
2	(IS)-388-2138	0006294528201920	17/02/2020-16:05:43	IGR194	300000.00
<b>Total Defacement Amount</b>					<b>9,30,000.00</b>

*[Handwritten Signature]*

चलाना नोंदणीसाठी नसली.

*[Handwritten Signatures and Stamps]*

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1402202009488	Date 14/02/2020
Received from KAUSHIK MEHTA AND OTHER, Mobile number 9820282455, an amount of Rs. 1300/- towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Borivall 5 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 14/02/2020
Bank CIN 10004152020021408152	REF No. 5036666153
This is computer generated receipt, hence no signature is required.	



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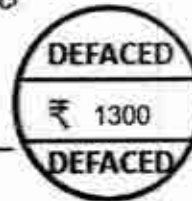
**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1402202009488

Receipt Date 17/02/2020

Received from KAUSHIK MEHTA AND OTHER, Mobile number 9820282455, an amount of Rs.1300/-, towards Document Handling Charges for the Document to be registered on Document No. 2138 dated 17/02/2020 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbai Sub-urban District



**Payment Details**

Bank Name PUNB

Payment Date 14/02/2020

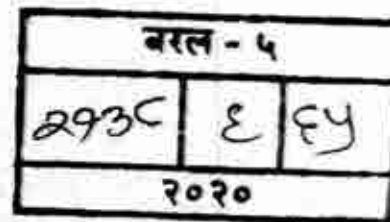
Bank CIN 10004152020021408152

REF No. 5036666153

Deface No 1402202009488D

Deface Date 17/02/2020

This is computer generated receipt, hence no signature is required.





**AGREEMENT FOR SALE**

*[Handwritten signatures and initials]*  
 १५.०२.२०२०

THIS AGREEMENT is made and entered into at Mumbai on this 17<sup>th</sup> day of February, 2020 BETWEEN (1) MR. PRITAM SANJAY MALSHILKAR, (2) MR. PRANJAL SANJAY MASHILKAR, both adult Indian Inhabitant of Mumbai, presently having address at First Floor, B Wing, Bal Smruti, Opp. Antirksh, Murrar Road, Mulund (West) Mumbai 400 080, hereinafter called "**THE VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **FIRST PART**

**AND**

(1) MR. KAUSHIK MEHTA, (2) MRS. JALPA MEHTA, (3) MR. NIMESH MEHTA AND (4) MRS. VATSALA MEHTA all adult Indian Inhabitant of Mumbai, presently having address at Happy Home Society, Plot No. 15, 3rd Floor, J S Marg, Dahisar west, Mumbai 400068 hereinafter called "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **OTHER PART**.

१५.०२.२०२०

*[Handwritten signatures and initials]*

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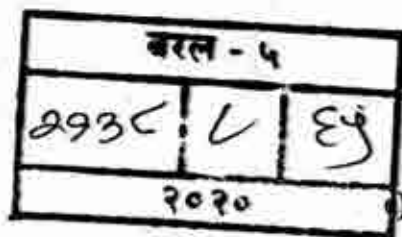


**WHEREAS THE VENDOR HEREBY EXPRESSLY REPRESENTS AND  
DECLARES TO THE PURCHASER AS FOLLOWS:**

a) By an Agreement for Sale dated 15th February, 2018 registered before the Sub-Registrar of Assurances vide Sr. No. BRL5-2047-2018, Dated: 15/02/2018 (hereinafter referred to as the "said agreement") made and entered into between M/s. Gitanjali Infratech Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 7<sup>th</sup> floor, 'A' wing, Laxmi Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, therein called as the "Original Promoters" of the One Part and M/s. Aakar Construction through its Proprietor Mr. Zakir Amarulullah Hussain, presently having address at 705, Tahima Complex, B wing, Talao Pali Road, Near M.M. Vally Kausa, Thane, 400 612 therein referred to as the "Purchaser/s/ Buyer/s" of the Other part, the later has agreed to purchase and acquire a residential flat on ownership basis viz. Flat No. 1902 admeasuring 1028 sq. ft. Carpet area (inclusive of all such area which are parts of FSI) on 19th floor in project known as Tatva in 'Prayaan, B wing situated at Dattapada Road, Borivali (East), Mumbai 400 066, more particularly described in the schedule written hereunder (hereinafter referred to as "**the said Flat**") along with parking space located at Stilt Level No. 82 & 83 admeasuring 248 sq. ft. Carpet area in the Stilt area in the said building (hereinafter referred to as "**the said Parking Space**") on the terms and conditions mentioned therein. Copy of Index -II of said Agreement enclosed herewith as **Annexure - H**



b) Apart from the abovementioned consideration, the additional charges as mentioned in the said Agreement for Sale dated 15th February, 2018 is to be paid to the said M/s. Gitanjali Infratech Limited, (the Original Promoter), as share money, club charges, formation of society, development charges, maintenance charges, electric metre and water metre etc.



c) The Original Promoter had registered the said project "TATVA" with Maharashtra Real Estate Regulatory Authority (MahaRERA) under the

*Principal Secy* *का का नंदा*  
*Principal* *अमरुत* *अमरुत*  
*अमरुत*



provisions of Section 3 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest and Disclosures on Website) Rules, 2017 ("MahaRERA Rules"). The Project has been registered with MahaRERA under Registration No. P51800004498. The MahaRERA has issued the Certificate of Registration for the Project and a Copy of the MahaRERA Registration Certificate is annexed and marked as **Annexure "F"** here to.

- d) By an Agreement for Sale dated 05th February, 2019 registered before the Sub-Registrar of Assurances vide Sr. No. BRL5-1824-2019, Dated 05/02/2019 (hereinafter referred to as the "said agreement") made and entered into between M/s. Aakar Construction through its Proprietor Mr. Zakir Amarulullah Hussain, presently having address at 705, Tahima Complex, B wing, Talao Pali Road, Near M.M. Vally Kausa, Thane, 400 612 of the One Part and (1) Mr. Pritam Sanjay Malshilkar (2) Mr. Pranjal Sanjay Mashilkar, both adult Indian Inhabitant of Mumbai, presently having address at First Floor, B Wing, Bal Smruti, Opp. Antirksh, Murrar Road, Mulund (West) Mumbai 400080, therein referred to as the "Purchaser/s/Buyer/s" of the Other part, the later has agreed to purchase and acquire the said residential Flat No. 1902 admeasuring 1028 sq. ft. Carpet area (inclusive of all such area which are parts of FSI) on 19th floor in project known as Tatva in 'Pravaan', B wing situated at Dattapada Road, Borivali (East), Mumbai 400 066, more particularly described in the schedule written hereunder (hereinafter referred to as "the said Flat") along with parking space located at Stilt Level No. 82 & 83 admeasuring 248 sq. ft. Carpet area in the Stilt area in the said building (hereinafter referred to as "the said Parking Space") on the terms and conditions mentioned therein.

- e) The original promoter (M/s. Gitanjali Infratech Limited) had commenced the work and had completed the part of the construction work of building. The original promoter due to their financial difficulties were unable to



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 Project Buy  
 From  
 [Signature]  
 [Signature]

2015

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State Projects 2018

complete the balance construction. The original promoter, therefore, assigned the responsibility of completing the remaining work of the building and obtain the completion certificate, Occupancy Certificate from the MCGM /Corporation to the New Promoter (LAXMI INFRA DEVELOPERS LIMITED) by entering into a Development Agreement on 1st February 2018, registered with the Concern Sub Registrar of Assurance at Mumbai vide under Registration Sr. No. BRL-6/1268/2018. Copy of Index -II of said Development Agreement enclosed herewith as Annexure "G"

f) Now Apart from the mentioned consideration, the additional charges as mentioned in the said Agreement for Sale dated 15th February, 2018 and 05th February, 2019 is to be paid to the said M/s. LAXMI INFRA DEVELOPERS LIMITED., as share money, club charges, formation of society, development charges, maintenance charges, electric metre and water metre etc by the purchaser.

g) by virtue of the Development Agreement/Power of Attorney the and MahaRERA order, New Promoter has sole and exclusive right to sell the Apartments in the said building/s to be completed by the new promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments and the Purchaser is aware and accepts that the New Promoter shall ultimately develop the Project as per the proposed plans, which have been disclosed to the Purchaser and on the MahaRERA website.

h) The purchaser has with full knowledge of the Project outlined above and all the terms and conditions and covenants contained in the papers, plans, and approvals, orders of MahaRERA, and New Promoter complete all the legal formalities with respect to transfer of the right, title and interest in the said flat / Apartment in favour of the Purchaser in said project;

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Subject to whatever stated herein above the Vendor hereby represent :

Handwritten signatures and names: *Ramesh*, *Ranjit*, *Amrity*, *Sham*, *Amrity*

Handwritten text: *ए.ग.नंदा*



- i) that the said building is under construction and the Vendor is entitled for the possession of the said flat with the full lock and key control with the actual custody and dominion over the possession of the said Flat and benefits as and when the said building is ready for occupation. ✓
- ii) that the title of the Vendor in respect of the said Flat with benefits attached to it is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free from any third party adverse deal, arrangements, understanding, agreement, agreement for sale, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, monthly tenancy, leave and licence, charge, mortgage or any other encumbrances.

1) NOC for purchase  
2) payment  
3) possession

j) That in the premises aforesaid the Vendor is legally entitled to the said Flat together with benefits attached to it and that neither the Vendor herein either personally or through any of their agent/s or constituted attorney has/have or had at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.



That in the manner aforesaid the Vendor has truly, honestly, bonafide and in good faith disclosed to the Purchaser, all the material facts and circumstances in respect of the said Flat and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the Purchaser in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the Vendor to the Purchaser, the parties has negotiated for sale and purchase of the said Flat along with parking space located at Stilt level No. 82 & 83 admeasuring 248 sq. ft. Carpet area in the Stilt area in the said building with all incidental benefits and right, title, interest, claim, estate and property rights in respect thereof

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*Prakash*

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at law, equity and otherwise at or for the lump-sum price of Rs. 1,50,00,000/- (Rupees. One Crore Fifty Lakh Only) payable to the Vendor in the manner mentioned herein below, with legal right to have and call for all relevant deeds, documents, papers and writings from the Vendor and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat in the said building on the said property with said benefits and accordingly the parties has hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Vendor hereby declares and confirms that what is recited hereinabove in respect of the said Flat shall be treated as representations and irrevocable declarations on his part as if the same is reproduced herein in verbatim and form part of this clause. The Vendor hereby confirms that the Purchaser has agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the Vendor in these presents.
2. The Vendor shall sell, transfers, assigns and assures to the Purchaser and the Purchaser shall purchase and acquire the said Flat Viz. Flat No. 1902 admeasuring 1028 sq. ft. Carpet area (inclusive of all such area which are parts of FSI) on 19th floor in project known as TATVA in 'Prayaan', B wing situated at Dattapada Road, Borivali (East), Mumbai 400 066 along with parking space located at Stilt level No. 82 & 83 admeasuring 248 sq. ft. Carpet area in the Stilt area in the said building more particularly described in the schedule herein underwritten along with all the benefits attached to it free from all encumbrances at or for the price of Rs. 1,50,00,000/- (Rupees. One Crore Fifty Lakh Only) being Full & Final consideration amount to be paid by the Purchaser to the Vendor in the following manner:

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*Prasad*  
*Ranjit Singh*  
*Amerjit*  
*from*  
*Ranjit Singh*





3.

- a) **Rs. 5,00,000/- (Rupees. Five Lakh Only)** being the Part consideration amount paid by the Purchaser to the Vendor on or before the execution of this agreement, the receipt whereof the Vendor doth hereby admits, acknowledges and confirms at the foot of this agreement.
- b) **Rs. 1,50,000/- (Rupees. One Lakh Fifty Thousand only)** being the TDS to be deducted by the Purchaser as per Section 194IA of the Income Tax Act, 1985.
- c) **Rs. 1,43,50,000/- (Rupees One Crore Forty Three Lakh Fifty Thousand Only)** being the Balance Consideration amount (after deducting TDS Amount which is directly deducted and paid to TDS Department by Purchaser) to be paid by the Purchaser to the Vendor within 15 days from the date of registration of this agreement.

In performing their part of the contract both the parties shall be entitled to Specific Performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.



As when the demand notice is received and on making the additional consideration to the said Promoters, the Purchaser shall be entitled to take the possession of the said Flat directly from the said New Promoters M/s.

**LAXMI INFRA DEVELOPERS LIMITED**

5. It is agreed that the Purchaser herein shall be entitled to receive all title deeds of the said Flat from the Vendor on the day of the final payment of the consideration amount stated in clause 2 (c) hereinabove.
6. The Purchaser shall abide by the terms and conditions of the said original agreement and shall pay the required amounts as share money, club charges, formation of society, development charges, maintenance charges, electric metre and water metre, advance maintenance charges etc. for the said Flat, as and when asked for by the New Promoter, M/s. **LAXMI INFRA DEVELOPERS LIMITED**.

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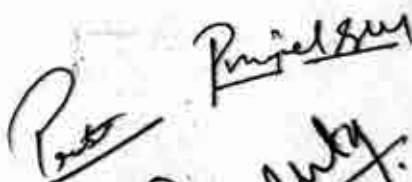
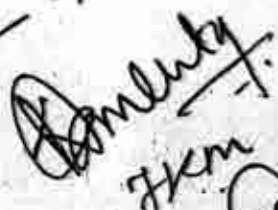
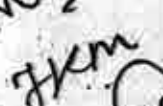

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*Prakash* २१.१०.२०११.

*Prakash*  
*Prakash*

*Prakash*

7. The Vendor shall alone be liable to pay Value Added Tax (Vat)/GST if applicable in respect of the said Agreement.
8. It is agreed that if the Purchaser fails to make the payment of consideration price within the stipulated time aforesaid, the Purchaser shall be liable to pay to the Vendor the interest at the rate of 18% per annum on the delayed payment.
9. If the Vendor fails to complete the contract as per this agreement and the Purchaser is willing to pay and fulfil his part of the agreement then the Vendor shall abide by the terms herein and shall be bound to complete the contract on his part.
10. It is agreed between the parties that if there is any delay or default on the part of the Vendor in performing his part of the contract then the Purchaser shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the Vendor.
11. On receiving the balance consideration amount as specified in Clause 2 the Vendor shall has no right, title and interest in respect of the said Flat.
12. On payment of the full and final consideration as aforesaid in clause 2[e], the Purchaser are entitled to get possession of the said Flat from the said New Promoter, **LAXMI INFRA DEVELOPERS LIMITED**, on completion of construction of the said building.
13. The Vendor shall obtain the necessary permission from the said New Promoters M/s. **LAXMI INFRA DEVELOPERS LIMITED** to transfer all his rights, title, claim, interest and benefits whatsoever enjoyed by the Vendor including deposits, if any, in favour of the Purchaser and shall Co-operate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the Vendor in respect of the said Flat unto the Purchaser for exclusive use of Purchaser thereof as aforesaid, accordingly

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NOC of the New Promoter is obtained by the Vendor. The Copy of NOC is enclosed herewith as **Annexure - J** - not attached.

14. The Vendor covenants with the Purchaser that only he is sufficiently entitled for the said Flat hereby agreed to be transferred and sold and no other person or persons has or has any right, title, interest in property claim or demand of any nature whatsoever in or upon the Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance, lease, licences, easement or otherwise howsoever and he has good right and full power and authority to transfer and sell the same to the Purchaser.

15. The Vendor further covenants with the Purchaser that he has not created any charge or encumbrance of whatsoever nature on the said Flat and benefits attached to it nor is the same or any of them the subject matter of any litigation or stay order nor is the same or any of them the subject matter of any attachment whatsoever (whether before or after judgement) or any prohibitory order and he has not created any adverse right whatsoever in favour of any one in respect of the same or any of them.



16. The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against all claims, demands, proceedings, costs and expenses in connection with any liability which the Purchaser may have to suffer or incur due to the claims from Govt. authorities, competent authorities (including stamps and Registration) and/or any third party relating to the said Flat.

17. The Vendor hereby declares that no one else except him has any right, title and interest in respect of the said Flat and the Purchaser shall after payment of full consideration quietly and peacefully possess and occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the Vendor or any other person lawfully or equitably claiming through, under or in trust for the Vendor.

18. The Vendor shall hand over to the Purchaser all those relevant papers, documents in his possession and control relating to the said Flat immediately

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*Prakash*

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on receiving the consideration amount mentioned in clause hereinabove and shall also sign such other papers, applications, forms and declarations as may be required by the said Purchaser from time to time for effectual transfer of the said Flat in the name of the Purchaser.

19. That after receiving the balance consideration amount neither the Vendor nor his legal heirs, executors and administrators shall and will have any right, title, interest or claim to the said Flat.
20. The Purchaser hereby covenant with the Vendor that he shall pay to the said Promoters and/or Ad-hoc Committee all his shares of taxes, electricity bills, and other outgoings etc.
21. The Purchaser shall become the member of the society or any other organisation as and when it is formed and shall abide by all and singular bye-laws, rules and regulations made and adopted from time to time by the said society or organisation and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society.
22. Neither the Government nor any public authority has issued any order under Income Tax Act, Wealth Tax Act, Maharashtra Land Revenue Code or under any statute restraining the Vendor from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
23. That the Vendor has not received any notice from the Municipal Corporation of Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said Flat.
24. The Purchaser shall lodge the present agreement before the concerned Registrar of Assurances and the Vendor shall admit his signature on the said agreement before the said authority within the prescribed time limit as per law.

25. It is also agreed by and between the parties that the Stamp Duty levied by the competent authorities in respect of the present agreement shall be borne and

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paid by the Purchaser along with the registration charges and the stamp duty is paid on these presents as per article 5 [(ga) (ii)] of the Bombay Stamp Act 1958.

26. The Vendor hereby declares that they had paid full consideration of Rs. 1,47,87,000/- (Rupees. One Crore Forty Seven Lakh Eighty Seven Thousand Only) on the said Agreement executed between himself and the said M/s. Aakar Construction through its Sole Proprietor Mr. Zakir Amarululla Hussain (the earlier Vendor), and nothing is pending from the Vendor ((1) Mr. Pritam Sanjay Malshilkar (2) Mr. Pranjal Sanjay Mashilkar) and till this date the Vendor herein has not claimed/Demanded the refund of the said stamp duty and shall not demand the same in future also. Copy of all the paid Receipt is enclosed herewith as **Annexure - K**

27. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MahaRERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### 28. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the parties hereto hereunto has set and subscribed his respective hands on the day and year first hereinabove written.

*Rajal Sen*

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*Amarululla*

*Zakir*

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THE SCHEDULE HEREINABOVE REFERRED TO:

All that the self contained Flat on ownership basis being Flat No. 1902 admeasuring 1028 sq. ft. Carpet area (inclusive of all such area which are parts of FSI) in 'B' wing on 19th floor along with parking space located at Stilt level No. 82 & 83 admeasuring 248 sq. ft. Carpet area in the Stilt area in the said project known as Tatva in 'Prayaan' situated at Dattapada Road, Borivali (East), Mumbai 400 066 in Registration District and Sub-district of Mumbai on land bearing Survey No.132 (Part), S. No. 134, Hissa No.1 part bearing C.T.S. No. 68-A of Village Magathane, Taluka Borivali, Mumbai Suburban District.

SIGNED AND DELIVERED  
by the within named VENDOR

(1) MR. PRITAM SANJAY MALSHILKAR



*Pritam*

(2) MR. PRANJAL SANJAY MASHILKAR

*Pranjal*

in the presence of WITNESSES :-

1. P. P. Rajgor



2. P. P. Rajgor

SIGNED AND DELIVERED  
by the within named PURCHASER

(1) MR. KAUSHIK MEHTA



*Kaushik*

(2) MRS. JALPA MEHTA

*Jalpa*



बल - ५		
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(3) MR. NIMESH MEHTA

  
  
*Nimesh Mehta*

(4) MRS. VATSALA MEHTA

*1902101-212411ER17M3A1*

in the presence of WITNESSES :-

1. *P. P. Rajgor.*

2. *Rmaza*





**RECEIPT**

RECEIVED from the Purchaser (1) MR. KAUSHIK MEHTA, (2) MRS. JALPA MEHTA, (3) MR. NIMESH MEHTA AND (4) MRS. VATSALA MEHTA a sum of Rs. 5,00,000/- (Rupees. Five Lakh Only) being the Part consideration amount in respect of Flat No.1902, 'B' wing on 19th floor in project known as Tatva in 'Prayaan' situated at Dattapada Road, Borivali (East), Mumbai 400 066, as per the terms of this agreement.

The said amount is received by me in the following manner:-

Sr. No.	Amount	Cheque No.	Date	Bank	Branch	Received by
1	Rs. 2,50,000/-	000216	12/12/2019	Kotak Mahindra Bank	Borivali (w)	Mr. Pritam S. Mashilkar
2	Rs. 2,50,000/-	000217	12/12/2019	Kotak Mahindra Bank	Borivali (w)	Mr. Pranjal S. Mashilkar
	Rs. 5,00,000/-	Total	(Rupees. Five Lakh Only)			

We say received Rs. 5,00,000/-



*Pritam* *Pranjal*

**(PRITAM SANJAY MALSHILKAR & PRANJAL SANJAY MASHILKAR)**

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मालमत्ता पत्रक

संख्या: २०२०/२९३८

मालमत्ता पत्रक

पंजीकृत नं. भू. मा. को. - २, भू. अ. को. री. म. को.

जिल्हा - मुंबई उपनगर जिल्हा

पत्रक नं. २९३८

दिनांक २९.०३.२०२०

पत्रक नं. २९३८

दिनांक २९.०३.२०२०



क्र.सं.	विवरण	पत्रक नं.	पत्रक प्रकार (पं. पत्रक / म. पत्रक)	साहायक
१	पंजीकृत नं. भू. मा. को. - २, भू. अ. को. री. म. को.	२९३८	(म.) (मिळविलेले पत्रक)	२९३८
२	पंजीकृत नं. भू. मा. को. - २, भू. अ. को. री. म. को.	२९३८	(म.) (मिळविलेले पत्रक)	२९३८
३	पंजीकृत नं. भू. मा. को. - २, भू. अ. को. री. म. को.	२९३८	(म.) (मिळविलेले पत्रक)	२९३८
४	पंजीकृत नं. भू. मा. को. - २, भू. अ. को. री. म. को.	२९३८	(म.) (मिळविलेले पत्रक)	२९३८
५	पंजीकृत नं. भू. मा. को. - २, भू. अ. को. री. म. को.	२९३८	(म.) (मिळविलेले पत्रक)	२९३८



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महामन्त्र पत्रक

विभागाधीन - महाराष्ट्र

जिल्हा - मुंबई शहर - म.पु.अ.बा.विभाग

जिल्हा - मुंबई उपनगर जिल्हा

आयुक्त, मुंबई शहर - म.पु.अ.बा.विभाग  
 आयुक्त, मुंबई उपनगर जिल्हा - म.पु.अ.बा.विभाग

समाप्ती दिनांक - 31/12/20  
 नकाशे अर्जा विलक्षण कारणांसाठी 16 नकाशा  
 नकाशे तयार करील 2/1/21 नकाशा 16  
 नकाशे विलंबाची सुचना 2/1/21  
 नकाशे तयार करणारे 2/1/21  
 नकाशे तयार करणारे 2/1/21

म.पु.अ.बा.विभाग  
 मुंबई उपनगर जिल्हा  
 मध्य प्रतिनिध  
 नगर धर्मस्थान अधिकारी  
 शिवाजी

म.पु.अ.बा.विभाग  
 मुंबई उपनगर जिल्हा  
 शिवाजी



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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CHE/4-4759/BP/MS/AR

COMMENCEMENT CERTIFICATE

MIB GITANJALIINFRA TECH LTD  
AT A WING 7TH FLOOR LAMXI TOWER NEAR  
(DICI) BANDRA KURLA COMPLEX BANDRA (E)  
MUMBAI-400051

With reference to your application No. CHE/4-4759/BP/MS/AR Dated 13/10/2017 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 no 337 (New) dated 13/10/2017 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building development work of plot No. 8 C.T.S. No. 5824 Division Village Town Planning Scheme No. MAGATHANE RIC situated at BORVALI (EAST) Road - Street in RIC Ward/road.

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

1. The land vacated on consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be erected 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 be in no case exceed three years provided further that such case shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-

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

- a. 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.
- b. 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 48 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
- c. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Assistant Engineer (B.P.) R1 ward Ashok b. Khandare Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

CERTIFIED TRUE COPY

*[Signature]*  
MUNICIPAL CORPORATION OF GREATER MUMBAI  
3, Square Building,  
Sardar Sarbale Marg,  
Off. Chandavarkar Road,  
Borivali (W), Mumbai - 400 092.



बाल - ५		
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This CC is valid upto 2/9/2017

Issue On: 3/9/2016

Valid Upto: 2/9/2017

Remark:

Approved By  
Executive Engineer  
Executive Engineer

Issue On: 18/10/2017

Valid Upto: 2/9/2018

Remark:

This C.C. is now further extended for entire work of building comprising of wing 'A' - Basement + still below podium-I + Podium-I + Podium-II + Podium-III + Still below building line + service floor + 1st to 20th + 21st (pt) and wing 'B' - Basement + still below podium-I + Podium-I + Podium-II + Podium-III + Still below building line + service floor + 1st to 20th + 21st (pt) upper floor as per approved plans dt. 04.09.2017.

CERTIFIED TRUE COPY

*[Signature]*  
EXECUTIVE ENGINEER (CONSTRUCTION)  
S. Saha's Building,  
Francis Sutrale Marg,  
Off. Chandrahari Road,  
Borivali (W), Mumbai - 400 075



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Document certified by Ashok  
Bhau Sahab Khandare  
<ashok.khandare1966@gmail.co  
m>

Name: Ashok Bhau Sahab  
Khandare  
Designation: Assistant  
Engineer  
Organization: Municipal  
Corporation of Greater  
Mumbai  
Date: 18-Oct-2017 18:35:58

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Assistant Engineer Building Proposal

Western Suburb II R/C Ward Ward

Continued:

Collector Mumbai Suburban /Mumbai District.

**CERTIFIED TRUE COPY**

*[Signature]*  
F.V. RESEARCH ARCHITECTS & CONSULTANTS PVT. LTD.  
9, Square Building,  
Ramdas Sutrale Marg,  
Off. Chandavarkar Road,  
Borivali (W), Mumbai - 400 092.

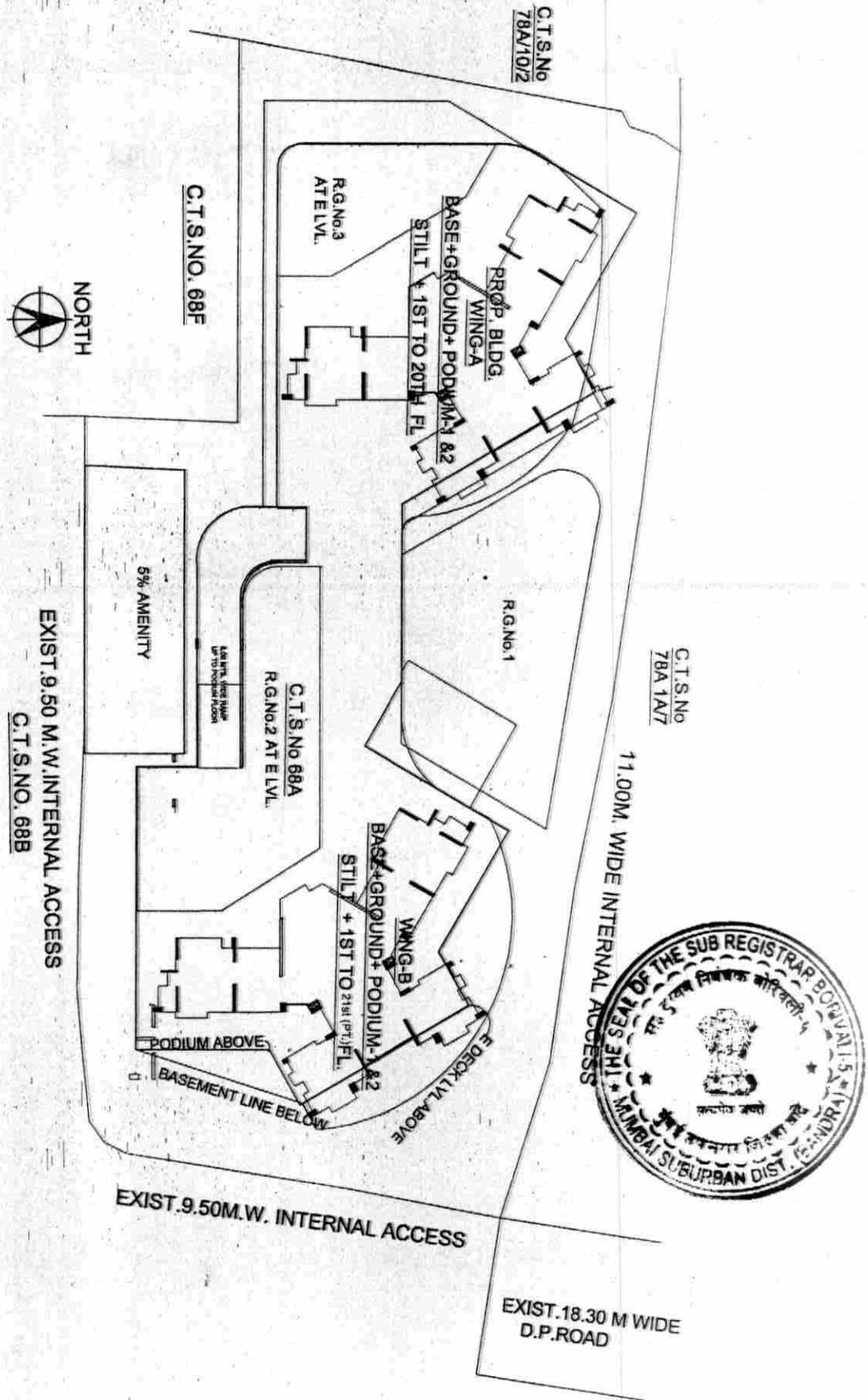


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# Annexure "A"

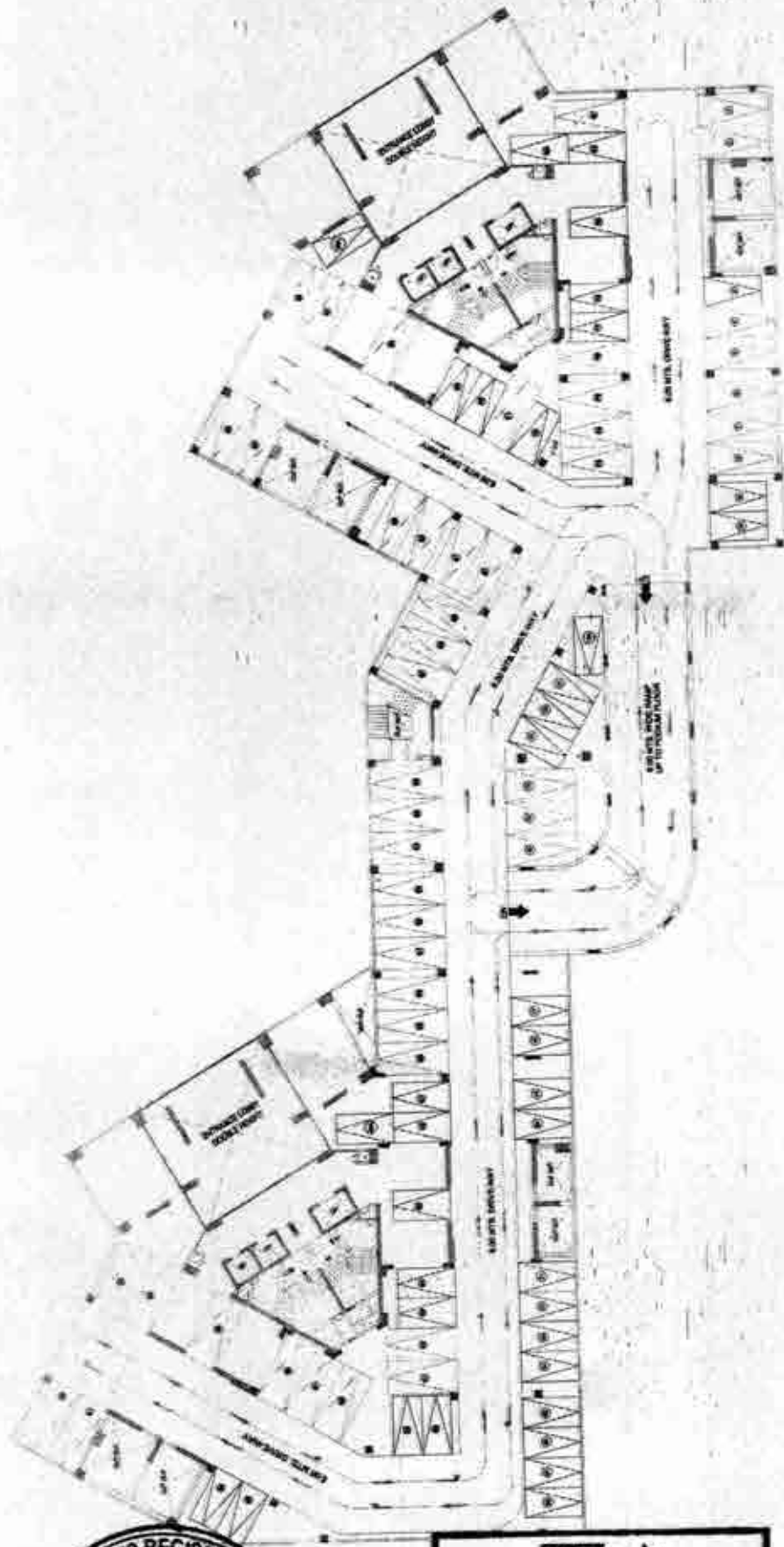


LAYOUT

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# ANNEXURE - B

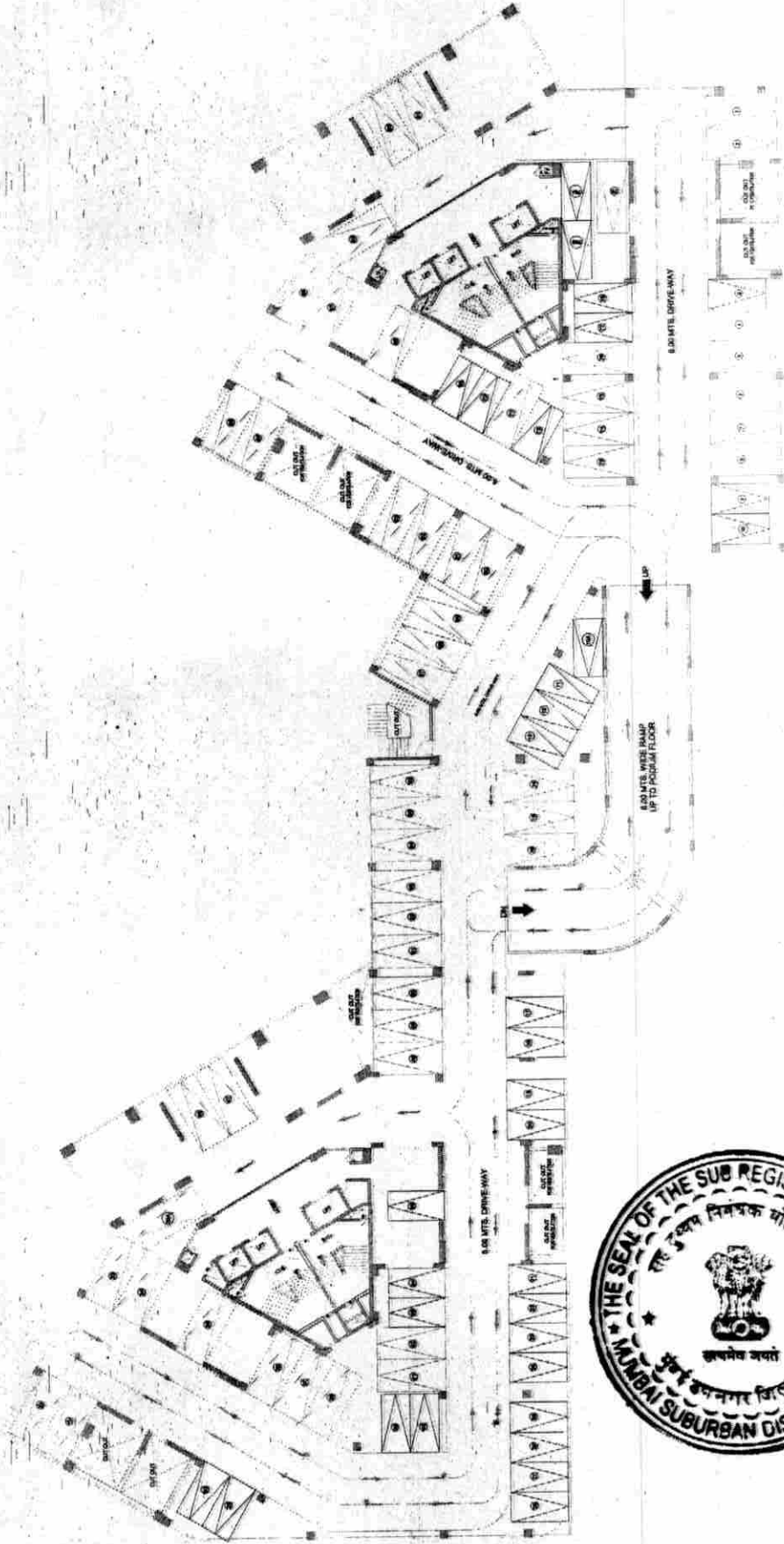
## Podium 01 Floor



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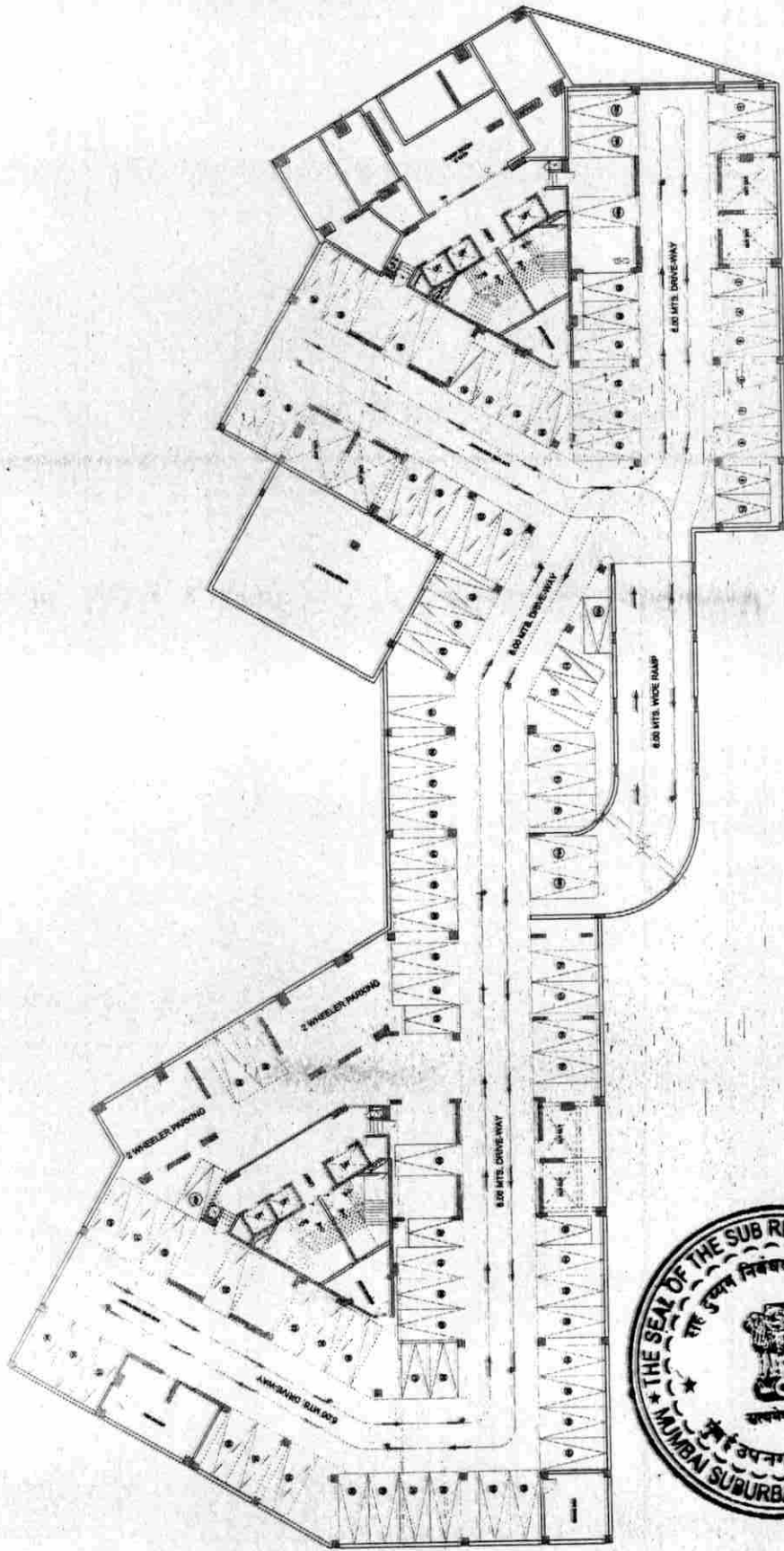
ANNEXURE - B  
Podium 02 Floor



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# ANNEXURE - B

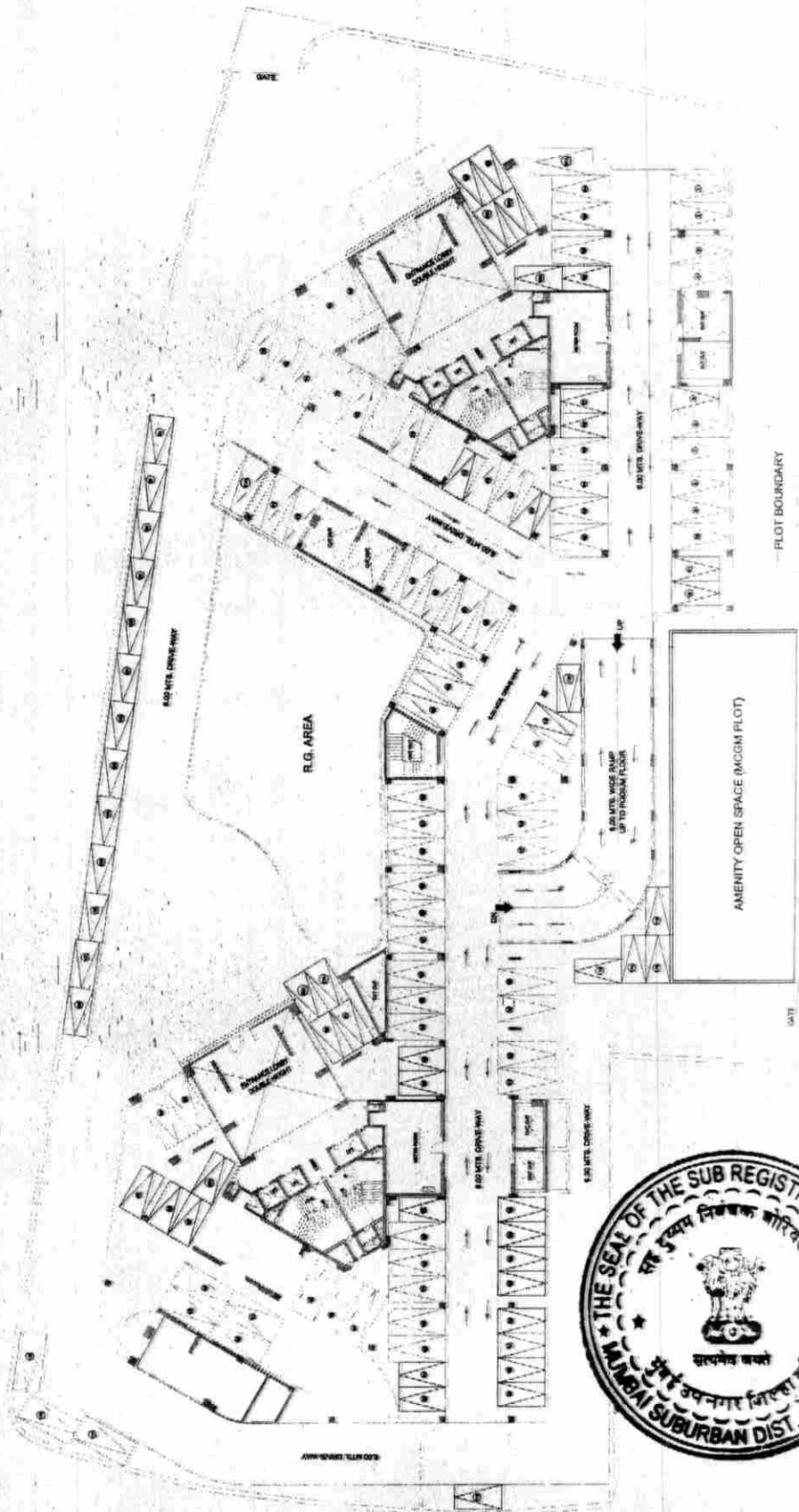
## Basement Floor



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# ANNEXURE - B

## Stilt / Ground Floor



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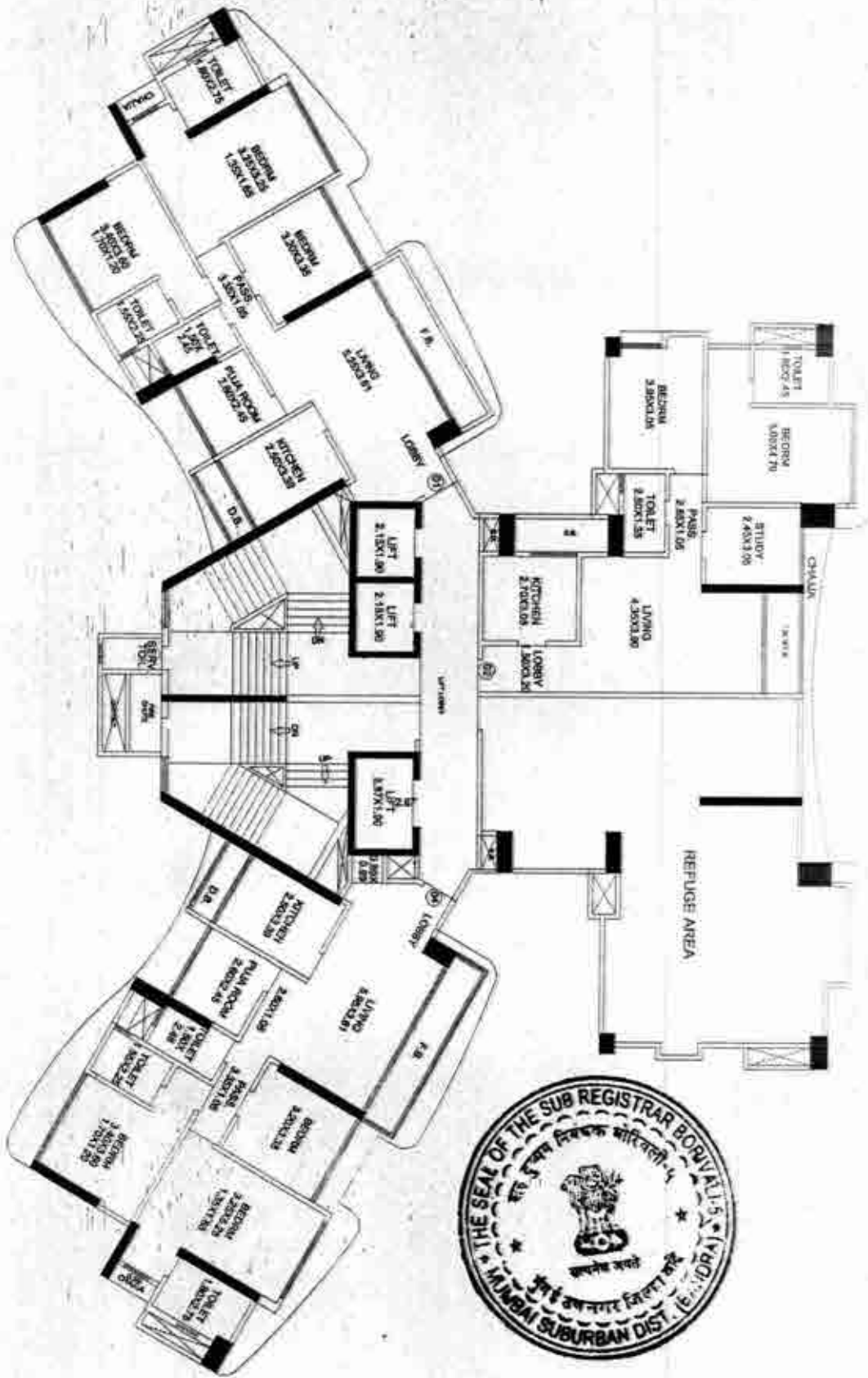
# Annexure "B"



Wing - "B"/Prayyan , Refuge Floor no. \_\_\_\_\_, Flat no. \_\_\_\_\_

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# Annexure "B"

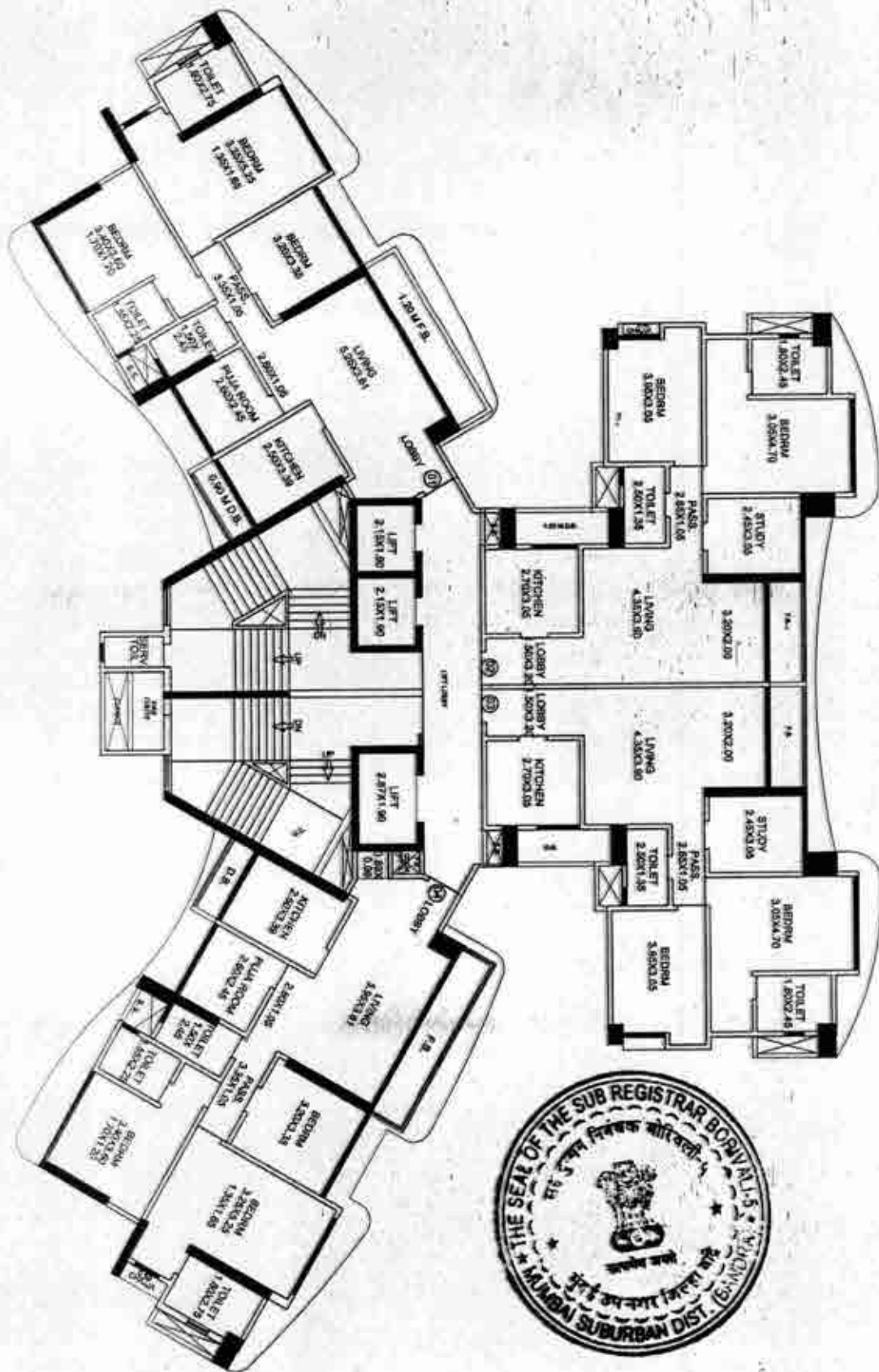


Wing - "A"/Urja , Refuge Floor no. \_\_\_\_\_ , Flat no. \_\_\_\_\_

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**Annexure "B"**



Wing \_\_\_\_\_, Typical Floor no. \_\_\_\_\_, Flat no. \_\_\_\_\_

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# ANNEXURE - C

TAC/526

Form 346  
Form 346  
Form 346

THIS L.O. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1973

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

CMB/A-4799/BD(NS)/AR

No. E.B./CE/ BS/A of 200 - 200

NO DISAPPROVAL OF THE PREVIOUS PLANS SANCTIONED UNDER NO. 488/A/12/14 SP/1914/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100

MEMORANDUM  
Gitanjali Gems Ltd.  
Owner.

19 JUL 2012

Municipal Office  
Mumbai

With reference to your Notice, letter No. 5313 dated 17/03/2012 and delivered to me under your letter, dated 200- and the plans, Sections Specifications and Description and further particulars details of your buildings at Proposed building on plot bearing C.T.S. No. 68/A of Village Manganthana at Borivli (East), Mumbai I have to inform you that I cannot approval of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:

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

1. That the C.C. Under Sec. 49(69) (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.

CERTIFIED TRUE COPY

FOR  
SEARCH ARCHITECT & CONSULTANTS PVT. LTD.  
J/14 1st Fl. Stone Centre,  
I.C. Colony, Borivli (W),  
Mumbai-400 103



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

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

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

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

7.9 JUL 2012

Executive Engineer, Building Proposals,  
Zone, Wards.

#### SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai 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 Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

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

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

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

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

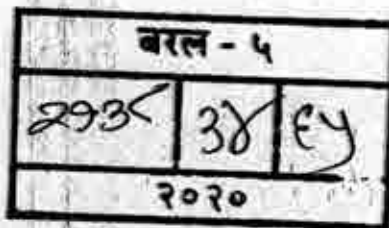
(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance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

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

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval.



19 JUL 2012

4. That the specification for layout/D.P.road/or access roads/development of setback land will not be obtained from E.E.Road Construction[W.S.]Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.S.Z-IV/E.E.(T & C) before submitting B.C.C.
5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
7. That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T & C)/E.E.D.P.//DILR before applying for C.C.
8. That the sanitary arrangement for workers shall not be carried as per Muni. Specifications and drainage layout will not be submitted before C.C.
9. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
10. That the requirements of N.O.C. of E.E. (S.W.D.)/E.E. (T&C)/E.E. (R.C.)/C.F.O/ Dir. Of Ind. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate.
11. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.
12. That the No dues Pending Certificate from A.E.(W.W.) R/Central shall be submitted before C.C.
13. That the N.O.C. from A.A. & C. (R/Central) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
14. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.

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15. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
16. That the regd. u/t. from the developer to the effect that podium meter cabin, Stilt, Basement portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
17. That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.
18. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
19. That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.
20. That the conditions mentioned in the release letter of E.E.D.P. under no. CHE/2314/DPW3/P&R dated 5.7.2011 shall not be complied with before C.C.
21. That the P.C.O. Charges shall not be paid before C.C.
22. That the proportionate sewerage line charges as worked out by Dy Ch.E.(Sew. Eng.) will not be paid in that office before C.C.
23. That the Janata Insurance Policy shall not be submitted before C.C.
24. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
25. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
26. That the basement will not be complying with the basement rules and regulations and regd. u/t. for not misusing the basement will not be submitted before C.C.
27. That the registered agreement with the prospective Bank agreeing to occupy the Bank portion will not be submitted before C.C.
28. That the R.U.T. for compliance of all I.O.D. conditions shall be complied with & shall not be submitted.
29. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893

THIS I.O.D. P.C.C IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1974

19 JUL 2012

EXECUTIVE ENGINEER, BUILDING PROPOSAL (W.S.) P-Ward



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19 JUL 2012

for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.

30. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
31. That the N.O.C from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
32. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.
33. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mtrs.
34. That the bore well shall not be constructed in consultation with H.E. before requesting for C.C.
35. That the N.O.C. from E.E.(Environment) R/Central shall not be complied with before requesting C.C.
36. That the N.O.C. from High Rise Committee shall not be complied with before requesting for C.C.
37. That the N.O.C. from M.O.E.F. shall not be submitted before C.C.
38. That the monthly progress report will not be submitted.
39. That the work shall be carried out between sunrise and sunset.
40. Board showing the plot No. C.T.S. No. etc. shall be displayed at site.
41. All the objections of this office Intimation of Disapproval under No. dt. 08.04.2010 shall be applicable and should be complied with.
42. That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
43. That the revised R.C.C. design and calculation should be submitted.
44. That the Revised Drainage approval shall be obtained before C.C.

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- 45. That revised N.O.C. from H.E. shall be submitted before requesting for C.C.
- 46. That all the payments shall be paid before C.C.

**B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**

- 1. That this office staff shall not be checked the plinth / stilt height.
- 2. That the water connection for construction purposes will not be taken before C.C.
- 3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
- 4. That the permission for constructing temporary structure of any nature shall not be obtained.

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

- 1. That the dust bin will not be provided as per C.E.'s Circular No CE/9297/II of 26.6.1978.
- 2. That 10'0" mt. wide paved pathway upto staircase will not be provided.
- 3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
- 4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
- 5. That carriage entrance shall not be provided before starting the work.
- 6. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
- 7. That the non-agricultural permission/revise N.A. shall not be submitted before occupation.
- 8. That terraces, sanitary blocks, nahans in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
- 9. That final N.O.C. from H.E.(Deptt)/ E.E. (S.W.D./E.E. (sew) shall not be submitted before occupation.

THIS IS IN ACCORDANCE WITH THE PROVISIONS OF URBAN LAND CEILING ACT 1974

EXECUTIVE ENGINEER, BUILDING PROPOSAL (W.S.)R-Ward



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- 10. That final N.O.C from AA. & C. R/Central shall not be submitted before occupation.
- 11. That Structural Engineers Stability Certificate along with R.C.C. design canvas plan shall not be submitted.
- 12. That the 5% Amenity Open space as per release letter from E.E.D.P. under Ref No CHE/2187/DP(W3)/P&R dated 5.7.2011 dt 5.7.2011 & CHE/2922/DP(W3)/P&R dated 16.4.2012 shall not be handed over before asking for Occupation B.C.C.
- 13. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected.
- 14. That the debris shall not be removed before submitting B.C.C.
- 15. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
- 16. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
- 17. That some of the drains shall not be laid internally with C.I Pipes.
- 18. That the NOC from vermiculture bias shall not be complied with before requesting for O.C.C.

D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

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

THIS ENR. I.C.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATION ACT 1974

19 JUL 2017

EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.IR. Ward)

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NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and showing the progress of the construction work.
- (3) Temporary permission in payment of deposit should be obtained any shed or house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on pit flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the boarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards, atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be required 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 boarding or screen wall for support, the deposit of building materials shall be constructed before starting any work even though no materials may be expected to be cabled in front of the property. The scaffolding, frame metal, sand, peeps, debris, etc. should not be deposited over footpaths or public street by the owner, subcontractor, contractor, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the matter involving all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work design plans should not be started before the same is shown to this office. Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connection, if necessary, should be made simultaneously with commencement of the work to the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road or footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) The Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for connection to the system.
- (14) Foundation means or any other structure should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed as water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including aquating, lighting and drainage before submission of Building Completion Certificate.
- (16) Road width in the area of building or wall, if any should be maintained unobstructed.
- (17) In surrounding open spaces around the building should be consolidated in Concrete having floor level above the rate of 25 cubic meters per 10 sq. meters below pavement.
- (18) The retaining wall or facing should be constructed clear of the road and using line with foundation below level of natural road side drain should obstructing flow of rain water from adjoining building before starting the work to prevent the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Planning Commissioner under Section 23(6) of the Rent Act and in the event of your proceeding with the work, either without an intimation about commencing the work under Section 24(1) or your starting the work without removing the old building proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 29 of the Maharashtra Regional and Town Planning Act, 1966 (22 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:
  - (i) Specific plans in respect of existing or relocating the existing tenants on their existing tenements and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to accept the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of execution has to be duly approved by this office before starting the work so as not to compromise 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 during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over land passages or above the finished level of the terrace shall not be more than 10 cms.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil and Sanitation 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 minals and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wire mesh or plates or hinges. The mesh holes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cap over its one piece with locking arrangement provided with a bolt and large serrated nut highly serving the purpose of a lock, and the warning pipes of the ribbet provided with screw in drums, square pieces (like a garden water rose) with copper pipes with perforations, each not exceeding 2.5 mm. in diameter. The covers shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder; the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed in its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to make the use of plain glass for coping over compound wall.
- (32) (a) Louvers should be provided as required by By-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-F (a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will be at your own risk.

19 JUL 2012

COPY TO LICENSED SURVYOR OWNERS

Executive Engineer  
 City Engineer  
 City Proprietor (W.S.) P. Ward



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Adv. AKSHAY PATANI  
Advocates & Consultants

Ref. No Laxmi/001/2019

Date: 05/11/2019

**DUE DILIGENCE AND TITLE INVESTIGATION REPORT**

To,

M/s. Laxmi Infra Developers Limited,  
Having registered office at Plot No. H-1,  
Housing Zone,  
GIDC, Surat- 394230

Mr Bhavin Shah, has requested us to conduct Due-Diligence and Investigation of the title of the property described herein below mentioned.

1] **DESCRIPTION OF THE PROPERTY:**

All that piece and parcel of land bearing CTS No. 68 A situated at village Magathane, Taluka Borivali, Mumbai Sub-Urban District and in the registration Sub-District Mumbai, admeasuring an area about 7937.8 Sq. Mtrs.

2] **HISTORY**

That to trace out origin of the land, I had gone through documents submitted by Applicant and verified the title for adequate years. During my search I found, all that piece and parcel of land bearing No. 68 A (having old survey number 132 part, survey number 134, Hissa No.1 (part)), admeasuring an area about 7937.8 Sq. Mtrs. situated at village Magathane, Taluka Borivali, in the Registration District Mumbai City and Mumbai Suburban within the limit of Municipal Corporation of Grater Mumbai was originally owned and possessed by Khatav Junkar Ltd. Khatav Junkar Ltd. was the original owner of the said property.

a. That the original owner named Khatav Junkar Ltd. agreed to sell the said property to Rogers and Company Pvt. Ltd., Whereas necessary statements have been filed by Khatav Junkar Ltd. and Rogers and Company Pvt. Ltd. in form 37 (1) under section 269 UC Chapter XXC of the Income Tax Act, 1961 with appropriate authority, Income Tax Department, Bombay(Mumbai).



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2<sup>nd</sup> Floor, Om Chambers, Above Panchall Restaurant, JM Road Pune.

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Adv. AKSHAY PATANI  
Advocates & Consultants

- b. That the records shows that the appropriate authority under section 269 UD of The Income Tax Act, 1961 ordered the purchase of the said property by the Central Government. The Central Government purchased all the rights title and interests in respect of the said property and also obtained possession of the said property.
- c. That The Chief Commissioner, Income Tax (Technical) ordered the auction in respect of the said property and Messrs Gitanjali Gems Private Limited, being biggest bidder, purchased and acquired all the rights, title and interest in respect of the said property and also obtained possession of the said property for the valuable consideration and terms and conditions stipulated under the Deed of Conveyance dated 7<sup>th</sup> December, 1989 executed between The President of India through the Central Board of Direct Taxes, (North Block) New Delhi, being the Vendor and Messrs Gitanjali Gems Private Limited, being the Purchaser. The said deed of conveyance dated 7<sup>th</sup> December, 1989 was lodged for Registration before Sub-Registrar of Assurances on 02 April, 1990 under serial number 1489/1990. The said Deed of Conveyance was registered on dated 21/11/1992 and was indexed in the books of records on 03/12/1992.
- d. That on the basis of the above Conveyance Deed name of the Gitanjali Gems Pvt. Ltd. was incorporated in the Property Card.
- e. It is further seen from the records that Gitanjali Gems Pvt. Ltd. has become to Gitanjali Gems Limited and necessary orders have been passed by the Registrar of Companies and name of the Gitanjali Gems Limited is incorporated in the property card.
- f. That then Gitanjali Gems Limited through its General Manager Legal Mr. Rangnath Rao executed Deed of Conveyance in favor Gitanjali Infratech Limited on 03/05/2011 which is duly registered in the office of the Sub-Registrar Borivali No. 2 vide a registered Deed of Conveyance bearing Registration No. 3735/2011.



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Floor: 10th Chambers Above Pan's Restaurant (MUMBAI)

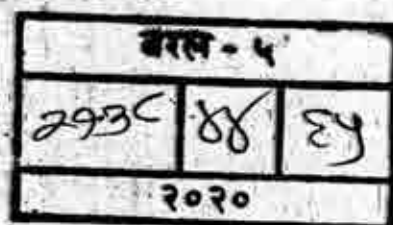
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Adv. AKSHAY PATANI  
Advocates & Consultants

- g. That the Gitanjali Infratech Limited got mutated their name in Revenue Record i.e. on Property Card of City Survey No. 68 A by way of Mutation Entry No. 290 on 28/09/2012 on the basis of above deed of conveyance.
- h. That the Promoters of the Gitanjali Infratech Limited floated an independent scheme of housing project on said property consisting of 155 flats/apartments and obtained from Municipal Corporation of Greater Mumbai sanction to the building layout and building plans on said property vide commencement certificate No. CHE/A-4789/BO(WS/AR) dated 08/04/2010 respectively and which plans are revised for layout vide No. CHE/A-4789/BO (WS/AR) dated 13/10/2017 which project on CTS No 68A under the project named (TATVA) hereinafter referred to as **"THE SAID PROJECT"**.
- i. That in the year 2018, due to certain financial difficulties faced by Gitanjali Infratech Limited they decided to execute development agreement in favour of M/s. Laxmi Infra Developers Ltd. and through its Director Mr. Rakesh Girdharlal Gajera and further executed Development Agreement on 01/02/2018 duly registered in the office of the Sub-Registrar Borivali No 06 vide No. 1268/2018 in favour of M/s. Laxmi Infra Developers Pvt. Ltd.
- j. That out 155 flats Gitanjali Infratech Limited had sold 105 flats and remaining 50 flats were unsold inventory. Out 105 the Gitanjali Infratech Limited had entered registered agreement with respect to 94 flat holders and registration of agreement with remaining 10 flats was under process. Out of 94 flats which were sold by entering registered agreement four flats i.e. flat no. Urja - 301, 401, 501, 601 were sold to GECL (Gitanjali Export Corporation Limited). The representatives of the Company have informed that Enforcement Directorate has permanently attached above mentioned four flats.
- k. That the Gitanjali Infratech Limited had sold/allotted around 105 flats to number of individuals and without affecting rights of the such individuals further assigned rights with respect to

Pune Office: 1st Floor, 11th Chambers, Above Parthali Restaurant, 111 Road, Pune.





Adv. AKSHAY PATANI  
Advocates & Consultants

remaining unsold flats/apartments to the tune of 58,199 Sq ft. which is equal to 50 flats to the Laxmi Infra Developers Ltd as per details given at annexure 'F' (Page 27 to Page 41 of the said agreement) annexed to the said development agreement dated 01/02/2018. Further, the Gitanjal infratech Limited has retained right to collect remaining consideration amount with respect 105 sold flats/apartments.

- l. That in meanwhile, the allottees of the said project had formed an association of allottees known "Tatva Flat Owners Welfare Association" to protect their interest and registered same under the Societies registration Act, 1860 vide registration No. L./1154/2018.
- m. As the said project was delayed by the Gitanjali Infratech Limited the Association filed the Complaint No. CC00600000056350 against Gitanjal infratech Limited before MAHARERA AUTHORITY, Maharashtra under section 7 of the RERA Act to cancel the registration of said project with MAHARERA and handover the possession of the said project to the association and permit them to complete the said project by collecting balance consideration/contribution from the allottees.
- n. Similar complaints were filed by some other allottees vide CC No. 00600000054952 and CC No. 00600000054940 for interest against delay in possession.
- o. That the M/s. Laxmi Infra Developers Limited intervened in the Complaint filed by the association and opposed for handing over the possession of the project to the association. That the complainants in above complaints and the M/s. Laxmi Infra Developers Limited mutually decided to settle the dispute and wherein to protect the interest of the allottees the M/s. Laxmi Infra Developers Limited was allowed to complete the project in time bound manner and execute the agreement for sale with those allottees who have duly paid part of consideration. That by virtue of above development agreement and settlement arrived with the owners of the flat before MAHARERA authority



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in CC No. 006000000056350, CC No. 006000000054952 and CC No. 006000000054940 the Laxmi Infra Developers Ltd. have well sufficient rights to complete the project in time bound manner. The Complainants in above Complaint also agreed to pay remaining amount of consideration to Developer.

- p. That the name of the M/s. Laxmi Infra Developers limited is also reflected as developer on the MAHARERA website against the project registration number P51800004498.
- q. By virtue of above development agreement the M/s. Laxmi Infra Developers Limited through its Director Mr. Rakesh Girdharlal Gajera acquired development rights and all other incidental and consequential rights over the flats/apartments described at Annexure 'F' of the said development agreement. But during my search I found that above properties mentioned at Annexure 'F' of the development agreement i.e. 50 unsold flats which were exclusively allotted to the Developer are provisional attached by the Government of India through office Directorate of Enforcement, Department of Revenue, Ministry of Finance, Mumbai Zonal office-1, under Prevention of Money Laundering Act, 2002.
- r. That it is also informed by the representatives of the Developer Company that they have filed an appeal before Appellate Tribunal, Prevention of Money Laundering Act at New Delhi through MP-PMLA-5598/MUM/2019, FPA-PMLA-2874/MUM/2019, MP-PMLA-5599/MUM/2019, FPA-PMLA-2875/MUM/2019 against such provisional attachment. It is informed that above matter is sub-judice before said Appellate Authority. It is also informed that the said appeal is still pending and till today no order has been passed. Hence, due to above attachment, Developer is not entitled to create any third party rights with respect to such flats which are attached by the Enforcement Directorate till outcome of Appeals filed by them against such provisional attachment. Further, out of 95 flats which were sold by entering registered agreement four flats i.e. flat no. Urja - 301, 401, 501, 601 were sold to GECL.



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Adv. AKSHAY PATANI  
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The representatives of the Company have informed that Enforcement Directorate has permanently attached above mentioned flats

- s. That to satisfy this transfer of rights, I have called documents mentioned at Para 3 below and I have verified it. After perusing of all above documents, I can say that Gitanjali Infratech limited is the owner and M/s. Laxmi Infra Developers Ltd. is the possessor and developer of the property under search. But the rights of the M/s Laxmi Infra Developers Ltd. over 50 unsold flats/apartment mentioned at annexure 'F' of the development agreement are subject to outcome of the appeal filed by them before appellate authority. As far order of the MAHARERA AUTHORITY in CC No. 006000000056350, CC No. 006000000054952 and CC, No. 006000000054940. The developer has sufficient right to complete project, hand over possession to flat purchasers. The Developer is entitled to complete the project as per sanctioned plan and procure completion/occupancy certificate from the local municipal authorities.

3] LIST OF DOCUMENTS:

We have perused following Photocopies of documents given by you in respect of the above said Property for the purpose of giving our legal opinion:

Sr. No	Date of Document	Name and Nature of Document	Original / Photo copy
1.	03/05/2011	Registered Deed of Conveyance on dated 03/05/2011 vide a registered bearing Registration No. 3735/2011 duly registered in the office of the Sub Registrar Borivali No. 2	Photo Copy
2	02/01/2017	Property Card Bearing C.T.S. No 68 A	Photo Copy
3.	01/02/2018	Registered Development Agreement on dated 01/02/2018 vide a registered bearing Registration No. 1268/2018 duly registered in the office of the Sub Registrar Borivali No. 6	Photo Copy



On Chamber of Above

बल - ५		
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Adv. AKSHAY PATANI  
Advocates & Consultants

4	11/07/2019	Order of the MAHARERA AUTHORITY in CC No. 00600000056350, CC No 00600000054952 and CC No 00600000054940.	Photo copy
5		Consent terms between TATVA Flat Owner's Welfare Association and Laxmi Infra Developers Limited.	Photo copy
6		MAHARERA WEBSITE Project details of P51800004498.	Photo Copy
7	07/03/2011	Title Certificate Advocate Mrs. Minal B khona	Photo Copy

4] **DOCUMENTS OBTAINED/VERIFIED FROM GOVERNMENTAL AUTHORITY:**

Obtained and Verified Index II and agreement Details mentioned in table no. 3 above from 2011 to 2019.

5] **ASSUMPTIONS:**

Hence Title Opinion and Due-Diligence is given to the aforesaid representations. We restrict our investigation to verify the title investigation of M/s. Laxmi Infra Developers Ltd. on the available documents which were supplied by the representative of the Developer. Accordingly we have carried out required investigation and submit our opinion. The opinion as regard to genuineness is general observation so made by going through the document with open eye. Entries made in record of rights are presumed to be true until contrary is proved.

6] **PLACE & INSPECTION OF RECORD**

I have undergone the search work for 9 years from I.G.R. Centralized Search.

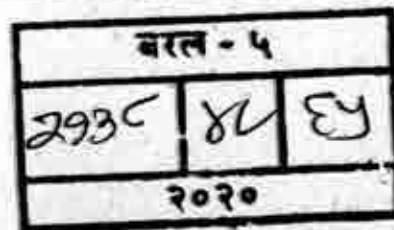
7] **DATE OF INSPECTION & SEARCH RECEIPT NO**

Receipt No. MH007074683201920E

Date 05/10/2019

8] **NAME OF THE PERSON WHO INSPECTED THE RECORDS**

Adv. Akshay Patani



Adv. AKSHAY PATANI  
Advocates & Consultants

9] **PERIOD FOR WHICH RECORDS INSPECTED**

For the period of 9 years i.e. from 2011 TO 2019.

10] **DEVOLUTION OF TITLE:**

After due verification of all referred documents as like Registered Agreement, Settlement Deed, MAHARERA Order it is crystal clear that the above property in Item No.1 is in the possession of M/s. Laxmi Infra Developers Ltd. and thus he is the absolute possessor and developer of the above property subject to finding give in Para 2, Para 5 and Para 12.

12] **EMCUMBRANCES**

My verification/Search on 05/10/2019 at IGR, Centralized Search reveals that the above documents was/were registered with the said sub-registrar. Further, numbers of documents are registered with respect to flats/apartments allotted/sold to original owners by Gitanjali Infratech Limited. I confirm that the denomination of stamps papers and the numbers thereon, registration endorsements and particulars etc., are tailed with the records maintained at the Sub-Registrar Office concerned. Further, the properties (around 50 flats) allotted to developer through development agreement mentioned at annexure 'F' are attached by the Enforcement Directorate, Government of India. Hence, the developer is not entitled to create any third party rights with respect to those unsold flats/apartment and is subject to decision of appellate authority in appeals filed by the Developer.

13] **NATURE OF OWNERSHIP:**

Development rights and others rights.

14] **ADVOCATE AND SEARCH CLERK OPINION AND REPORT ABOUT THE TITLE CLEARANCE VERIFIED AND FOUND TO BE OK:**

YES subject to finding given above.

That on perusal of the above documents and orders of MAHARERA Authority, I am of the firm opinion that above property in Item No.1



बल - ५		
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Adv. AKSHAY PATANI  
 Advocates & Consultants

is in the possession of M/s Laxmi Infra Developers Limited and thus they are absolute possessor and developer of the above property subject to finding give in Para 2, Para 5 and Para 12. The Developer named above is entitled to complete the project as per sanctioned plan and procure completion and occupancy certificate from the concerned municipal authority. That as per development agreement dated 1/02/2018 it was agreed between parties that the Gitanjali Infratech Limited would be entitled to receive remaining consideration amount from 105 flats which were sold/allotted by them. And as per settlement terms before MAHARERA authority it was agreed between flat purchasers and M/s, Laxmi Infra Developers Limited that flat purchasers shall transfer remaining amount of consideration to the M/s. Laxmi Infra Developers Limited. Hence it is advisable to Developer to procure No Objection Certificate and execute confirmation deed to receive remaining amount of consideration with respect to 105 flat sold/allotted from Gitanjali Infratech Limited. It is further advisable to the Developer to issue paper citation in two local dailies and recall objection if any to above development agreement and settlement arrived with flat purchasers.

The report is completely based upon the information and documents provided by the representatives of the Company. If any contrary information, documents or orders are in existence and not supplied to us by the Company, then in such case the above Due-Diligence Report would be inoperative and stand revoked.

We have taken all precaution to submit Due-Diligence and Title Investigation Report. The report is completely based upon the information and documents provided by M/s Laxmi Infra Developers Ltd



Thanking You,

For  
 Adv. Akshay Patani

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सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 5

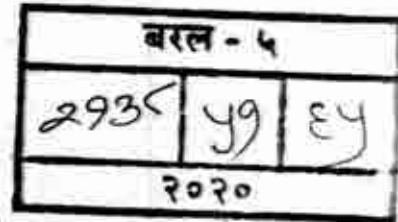
दस्त क्रमांक : 1824/2019

नोंदणी :

Regn:63m

## गावाचे नाव : मागाठाणे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	14787000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	14786570.05
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: मुंबई मनपाइतर वर्णन :सदनिका नं: 1902, माळा नं: 19 वा मजला, इमारतीचे नाव: तत्व इन प्रयाण बी विंग, ब्लॉक नं: बोरीवली(पूर्व), मुंबई 400 066, रोड : दत्तपाडा रोड, इतर माहिती: सदनिकेचे क्षेत्रफळ 1028 चौ. फुट. कारपेट कार पार्किंग स्टील्ट नं.82 आणि 83 चे क्षेत्रफळ 248 चौ. फुट. कारपेट. मुळ दस्त क्र बरल-5/2047/2018 दिनांक 15/2/2018 या दस्तावर भरलेले मु शु रक्कम रु 739500/- सदर दस्ता वर मुद्रांक शुल्क अधिनियम 1958 चे अनुच्छेद 5 रा.अ. 2 अन्वये समायोजित करण्यात येवुन सदर दस्तावर मु शु फरक रक्कम रु 1100/- वसुल केला आहे. ( ( C.T.S. Number : 68-A ; ) )
(5) क्षेत्रफळ	105.09 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे/- आकार कन्स्ट्रक्शन चे प्रोपरायटर झाकीर अमरुलुल्लाह हुसैन वय:-39; पत्ता:-प्लॉट नं. 705, बी विंग, माळा नं:-, इमारतीचे नाव: ताहीमा कॉम्प्लेक्स, ब्लॉक नं: ठाणे, रोड नं: तलाव पाली रोड, एम. एम. वॅली कॉसा जवळ, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-ABSPH2632
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रितम संजय मशिलकर वय:-24; पत्ता:-प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-BTEPM1584M 2): नाव:-प्रांजल संजय मशिलकर वय:-22; पत्ता:-प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-CKCPM1834Q
(9) दस्तऐवज करून दिल्याचा दिनांक	05/02/2019
(10) दस्त नोंदणी केल्याचा दिनांक	05/02/2019
(11) अनुक्रमांक, खंड व पृष्ठ	1824/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शैरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

Movable Property (Same as Clause 25-a)



# बृहन्मुंबई महानगरपालिका

## करनिर्धारण व संकलन खाते

### मालमत्ता करदेयक

सदर देयक बृहन्मुंबई महानगरपालिका अधिनियम, 1888 मधील कलम 200 अन्वये जारी करण्यात आलेले आहे.

संकेत क्रमांक 201910BIL09481467	संकलन वर्ष 2019-2020	संकलन क्रमांक 201920BIL09481468	संकलन दिनांक 19/05/2019
संस्था MR. M. S. GITANJALI GEMS LTD.		पत्ता - महा. न. न. म. / विभाग: 2nd floor, R/Central Ward office, Chandavankar road Near Borivali Railway Station (North Side) Borivali (West) Mumbai - 400092.	
संस्था MIRREJADY CHAMBERS OPERA HOUSE MUMBAI 400004			
संस्था GIRIMATHAN FACTORY GR.W.NO.8019(2) GITANJALI GEMS LTD			
संकलन दिनांक 01/10/1965	संकलन क्रमांक	एकूण बांधणी मूल्य: ₹ 466504505	
₹ Forty Six Crore Sixty Five Lakh Four Thousand Five Hundred Five Only			
संकलन दिनांक 31/03/2019	₹ 0	संकलन दिनांक 01/04/2019	₹ 0
संकलन दिनांक 01/04/2019	₹ 0	संकलन दिनांक 31/03/2020	₹ 0

वर्गान नाव	01/04/2019	30/09/2019	01/10/2019	31/03/2020
एकूण मूल्य		280616		280616
एकूण कर		0		0
एकूण मूल्य		176788		176788
एकूण कर		415311		415311
एकूण मूल्य		109438		109438
एकूण कर		106634		106634
एकूण मूल्य		83062		83062
एकूण कर		23572		23572
एकूण मूल्य		5613		5613
एकूण कर		129083		129083
एकूण मूल्य		1330117		1330117
एकूण कर		0		0
एकूण मूल्य		0		0
एकूण कर		100		0
एकूण मूल्य		0		0
एकूण कर		1330017		1330117
एकूण मूल्य		0		0
एकूण कर		1305660		1281402
एकूण मूल्य		1317838		1293581
एकूण कर		1330017		1330117
एकूण मूल्य		₹ Thirteen Lakh Thirty Thousand Seventeen Only		₹ Thirteen Lakh Thirty Thousand One Hundred Seventeen Only
एकूण कर		27/08/2019		31/12/2019

Payment through NEFT:  
BANK: UNICREDIT, Beneficiary A/C No: BMCPORECI484880830980, Name: MCGM Property Tax / Please  
Payment done through NEFT will be collected against oldest bills first. Cheque may be  
in the name of "MCGM"  
संस्था: UNICREDIT, प्राप्तकर्ता खाते क्रमांक: BMCPORECI484880830980, नाव: MCGM Property Tax / कृपया  
विलेय करद्वारेची भरणीवारी करणेसाठी  
बँक: UNICREDIT, प्राप्तकर्ता खाते क्रमांक: BMCPORECI484880830980, नाव: MCGM Property Tax / कृपया  
विलेय करद्वारेची भरणीवारी करणेसाठी

27/08/2019

31/12/2019



बरत - ६  
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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

PRITAM SANJAY MASHILKAR

SANJAY CHANDRAKANT MASHILKAR

13/02/1994

Permanent Account Number

BTEPM1584M

*Pritam*

Signature



07032012



*13/2/2020*  
*Flat*  
*Regd. No. 10,*  
*Bhiwandi*

बाल - ५		
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Pratik M.  
17/02/2020  
For Dist Registration  
Mumbai



बरत - ५		
2935	48	६५
२०२०		

PERMANENT ACCOUNT NUMBER  
**AAMPN861G**

NAME  
**KAUSHIK DEEPAK DAS WENTA**

FATHER'S NAME  
**DEEPAK DAS WENTA**

DATE OF BIRTH  
**28-12-1974**

OFFICIAL SIGNATURE

*[Signature]*

OFFICIAL SEAL (Stamp)  
 DIRECTOR OF INCOME TAX (SYSTEM)

*[Handwritten Signature]*



बरल - ५		
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*JKM*

बरल - ५		
2935	4E	EY
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जायकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

NIMESH GORDHANDAS MENTA  
 GORDHANDAS MENTA  
 30/12/1975  
 Permanent Account Number  
 AALP 22844D

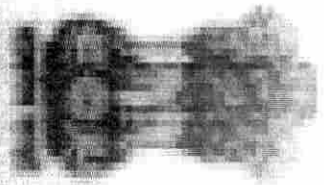


Signature

*Nimesh*



बाल - ५		
2985	44	84
२०२०		



भारत सरकार

GOVERNMENT OF INDIA



निमेश गोंधणदास मेहता

Nimesh Gordhandas

Mehta

जन्म तारीख/ DOB:

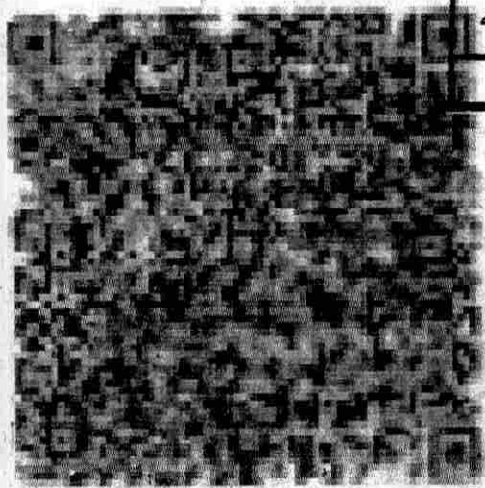
30/12/1975

पुरुष / MALE



बरल - ५	
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२०२०	

5282 8322 6773



*Handwritten signature*

सर्वे सत्तायाः मातृसी शोणमाद



पत्राणां जोरधनदारा महेता.



बरल - ५		
२९३८	५९	६५
२०२०		



भारतीय अद्वितीय ओळख-प्राधिकरण

भारत सरकार  
Unique Identification Authority of India  
Government of India

नोंदविण्याचा क्रमांक / Enrollment No.: 2085/29853/31951

To  
वसुला गोर्धणदास मेहता  
Vatsala Gordhandas Mehta  
Plot No. 15, Happy Home owners CHSL Flat  
no. 4, Shradzha, 3rd Floor  
J S Marg Dahisar west  
Mumbai  
Dahisar  
Mumbai Mumbai  
Maharashtra 400068  
9833051956

30/01/2017  
20365369



MD203653695FH



आपला आधार क्रमांक / Your Aadhaar No. :

**5031 3464 0564**

माझे आधार, माझी ओळख



भारत सरकार  
Government of India



वसुला गोर्धणदास मेहता  
Vatsala Gordhandas Mehta  
जन्म तारीख / DOB - 20/03/1953  
स्त्री / Female



5031 3464 0564

माझे आधार, माझी ओळख



वसुला गोर्धणदास मेहता.

बरत - ५		
२९३५	६०	६५
२०२०		

भारत सरकार  
Ministry of Information and Public Relations

आधार कार्ड / Enrollment No: 903272734563

To,  
 Name: Namrata Nimish Malhotra  
 PLOT NO.15, FLAT NO 4, SHRADDHA BLDG,  
 J/S MARG,  
 HAPPY HOME PLOT OWNERS CHSL, DAPESAR WEST,  
 Mumbai  
 District: Mumbai  
 Maharashtra 400068  
 9224603551

Ref: 106 / 25th / 333937 / 334412 / P

SH188358711FT

आपला आधार क्रमांक / Your Aadhaar No. :  
**9032 7273 4563**  
 आधार - सामान्य माणसाचा अधिकार

---

भारत सरकार  
 Ministry of Information and Public Relations

आधार कार्ड / Enrollment No: 903272734563

To,  
 Name: Namrata Nimish Malhotra  
 जन्म वर्ष / Year of Birth: 1990  
 स्त्री / Female

9032 7273 4563

आधार - सामान्य माणसाचा अधिकार



बरत - ५

293C	E9	EY
२०२०		





भारत सरकार

Unique Identification Authority of India



नोंदणी क्रमांक/Enrolment No.- 2085/15238/03537

Praful Pranjivan Rajgor (प्रफुल प्रानजीवन राजगोर)  
CHAWL NO.30, ROOM NO.215, RAJENDRA  
NAGAR, C. C. I COLONY, DATTAPADA ROAD,  
NEAR RSTIONING OFFICE, RAJENDRA NAGAR,  
BORIVALI EAST, Mumbai.  
Maharashtra - 400068

Date: 06/01/2017

सूचना

- खबर ओळखीचे प्रमाण आहे. नामनीकत्व नाही.
- ओळखीचे प्रमाण ऑनलाईन अधिकृतिकरण द्वारा प्राप्त करा.
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

तुमचा आधार क्रमांक/ Your Aadhaar No.:

4954 1702 3995



माझ आधार, माझी ओळख



Text: 91 98999 99999

www.uidai.gov.in



- आधार देशभरात मान्य आहे.
- आधार माहीत असताना एकदाच नामांकन नोंदणीची आवश्यकता आहे.
- कुठल्या भाषेच्या मदतीला सोबतच नंबर व ई-मेल द्वारा नोंदणी. यामुळे आपल्या विविध सुविधा प्राप्त करण्यासाठी मदत मिळेल.

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार



राज्यीय-विविध-सहाय्य-प्राप्तिकरण



प्रफुल प्रानजीवन राजगोर  
Praful Pranjivan Rajgor  
जन्म तारीख/ DOB: 21/01/1960  
पुरुष / MALE



पत्ता:  
चाळ नं 30, कम नं 215,  
राजेंद्र नगर, सी. सी. आई  
कोलनी, दत्तपदा रोड,  
रेसनिंग ऑफिस जवळ,  
राजेंद्र नगर, बोरीवली पूर्व,  
मुंबई,  
महाराष्ट्र - 400068

Address:  
CHAWL NO 30, ROOM NO. 215,  
RAJENDRA NAGAR, C. C. I  
COLONY, DATTAPADA ROAD,  
NEAR RSTIONING OFFICE,  
RAJENDRA NAGAR, BORIVALI  
EAST, Mumbai,  
MAHARASHTRA - 400068

4954 1702 3995

4954 1702 3995

P. P. Rajgor 2017

बरत - ५		
293C	E2	EJ
२०२०		

388/2138  
सोमवार, 17 फेब्रुवारी 2020 4:06  
म.नं.

दस्त गोश्वारा भाग-1

बरल-5  
दस्त क्रमांक: 2138/2020

३३

दस्त क्रमांक: बरल-5 /2138/2020

बाजार मूल्य: रु. 1,47,11,000/- मोबदला: रु. 1,50,00,000/-

भरलेले मुद्रांक शुल्क: रु.9,00,000/-

दु. नि. सह दु. नि. बरल-5 यांचे कार्यालयात

अ. क्र. 2138 वर दि. 17-02-2020

राजी 4.04 म.न. वा. हजर केला.

पावती: 2356

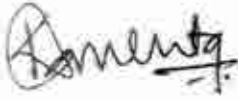
पावती दिनांक: 17/02/2020

सादरकरणाचे नाव: कौशिक मेहता

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1300.00

पृष्ठांची संख्या: 65



दस्त हजर करणाऱ्याची सही:

एकूण: 31300.00

सह दु. नि. का. बोरीवली

सह दु. नि. का. बोरीवली

दस्ताचा प्रकार: करारनामा

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

शिक्का क्र. 1 17 / 02 / 2020 04 : 04 : 01 PM ची वेळ: (सादरीकरण)

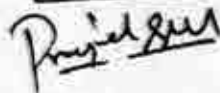
शिक्का क्र. 2 17 / 02 / 2020 04 : 05 : 19 PM ची वेळ: (सही)

प्रतिज्ञापत्र

\* सादर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या सरकारीनुसार नोंदणीत दाखल केलेला आहे. \* दस्तावेज संपूर्ण प्रत्यक्ष विभागात पावती देण्यात येवू शकते व सोबत नोंदलेल्या खमालाबरोबरच असणे आवश्यक आहे. \* दस्तावेज सत्यता, वैधता याबाबतचा काहीही प्रकारचा तक्रार किंवा तक्रारीसंबंधी हे संपूर्णपणे विचारात घ्यावे.

सिद्ध देणारे:

सिद्ध देणारे:





करारनामा जोरदार हजर झालेला.





17/02/2020 4 14:39 PM

दस्त क्रमांक :बरल-5/2138/2020

दस्ताचा प्रकार :-करारनामा

दस्त गोषवारी भाग-2

बरल-5  
दस्त क्रमांक:2138/2020

8

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:प्रीतम संजय मशिलकर पत्ता:प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुंबई. पॅन नंबर:BTEPM1584M	लिहून देणार वय :-25 स्वाक्षरी:-		
2	नाव:प्रांजल संजय मशिलकर पत्ता:प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुंबई. पॅन नंबर:CKCPM1834Q	लिहून देणार वय :-23 स्वाक्षरी:-		
3	नाव:कौशिक मेहता पत्ता:प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पॅन नंबर:AAMP4864G	लिहून घेणार वय :-46 स्वाक्षरी:-		
4	नाव:जल्पना मेहता पत्ता:प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पॅन नंबर:ANBPM4287B	लिहून घेणार वय :-45 स्वाक्षरी:-		
5	नाव:निमेश मेहता पत्ता:प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पॅन नंबर:AALPM7844D	लिहून घेणार वय :-45 स्वाक्षरी:-		
6	नाव:वत्सला मेहता पत्ता:प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पॅन नंबर:AAKPM5911A	लिहून घेणार वय :-67 स्वाक्षरी:-		

वत्सला गोपबन्धन मंडळ

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:17 / 02 / 2020 04 : 10 : 36 PM



ओळख/असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:निमेश मेहता वय:45 पत्ता:प्लॉट नं: 13, 3 रा मजला, हॅप्पी होम सोसायटी, जे एस पश्चिम, मुंबई पिन कोड:400068	स्वाक्षरी		
2	नाव:प्रफुल पी राजगोर वय:60 पत्ता:- पिन कोड:400066	स्वाक्षरी		

Namrata  
P.P. Rajgore

शिक्का क्र.4 ची वेळ:17 / 02 / 2020 04 : 14 : 02 PM

## Summary-2( दस्त गोषवारा भाग - २ )

सह द.नि.का-बरल-५

## EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH012106401201920E	0006294528201920
2	1402202009488	1402202009488D

2138 /2020

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बरल - ५		
293८	६५	६५
२०२०		

प्रमाणित करणेत येते की, या  
दस्तावेज्ये एकूण.....६५.....पाने आहेत

सह दुय्यम निबंधक बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा



बरल - ५ 293८ / २०२०  
पुस्तक क्रमांक १, क्रमांक.....वर  
नोंदला. 17 FEB 2020  
दिनांक :

सह दुय्यम निबंधक बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा





17/02/2020

## सूची क्र.2

दुस्यम निबंधक : सह दु.नि. बोरीवली 5

दस्त क्रमांक : 2138/2020

नोदणी :

Regn.63m

## गावाचे नाव : मागाठाणे

(1)दिलेखाचा प्रकार	करारनामा
(2)मोबदला	15000000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	14711000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन :सदनिका नं: 1902,बी विंग, माळा नं: 19 वा मजला, इमारतीचे नाव: तल्ल इत प्रयाण, ब्लॉक नं: बोरीवली(पूर्व), मुंबई 400 066, रोड : दत्तपाडा रोड, इतर माहिती: सदनिकेचे क्षेत्रफळ 1028 चौ. फुट. कारपेट कार पार्किंग स्टील्ट नं.82 आणि 83 चे क्षेत्रफळ 248 चौ. फुट. कारपेट ( C.T.S. Number : 68-A : )
(5) क्षेत्रफळ	1) 105.09 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल नव्हा.	
(7) दस्तऐवज करून घेणा-या पक्षकाराचे देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-श्रीतम संजय मशिलकर वय:-25; पत्ता:-प्लॉट नं: बी विंग, माळा नं: 1 वा मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-BTEPM1584M 2): नाव:-प्रांजल संजय मशिलकर वय:-23; पत्ता:-प्लॉट नं: बी विंग, माळा नं: 1 वा मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-CKCPM1834Q
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश	1): नाव:-कौशिक मेहता वय:-46; पत्ता:-प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400068 पॅन नं:-AAMP4864G 2): नाव:-जल्पा मेहता वय:-45; पत्ता:-प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400068 पॅन नं:-ANBPM4287B 3): नाव:-निमेश मेहता वय:-45; पत्ता:-प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400068 पॅन नं:-AALPM7844D 4): नाव:-जलला मेहता वय:-67; पत्ता:-प्लॉट नं: प्लॉट नं.15, माळा नं: 3 रा मजला, इमारतीचे नाव: हॅप्पी होम सोसायटी, ब्लॉक नं: दहिसर पश्चिम, रोड नं: जे.एस.मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400068 पॅन नं:-AAKPM5911A
(9) दस्तऐवज करून दिल्याचा दिनांक	17/02/2020
(10)दस्त नोंदणी केल्याचा दिनांक	17/02/2020
(11)अनुक्रमांक,खंड व पृष्ठ	2138/2020
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	900000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000





2(सूची - २)

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला  
तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला  
अनुच्छेद :-

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



खरी प्रत  
सह दुव्यय निबंधक, बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा.

388/1824

Tuesday, February 05, 2019

5:15 PM

पावती

Original/Duplicate

नोंदणी क्र. 139M

Regn. 139M

पावती क्र. 1965 दिनांक: 05/02/2019

गावाचे नाव: मागाठाणे  
दस्तऐवजाचा अनुक्रमांक: बरल-5-1824-2019  
दस्तऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: प्रितम संजय मशिलकर

नोंदणी फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 58

रु. 30000.00

रु. 1160.00

एकूण:

रु. 31160.00

आपणास मूळ दस्त थंबनेल प्रिंट, सूची-२ अंदाजे  
5:30 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 14786570.05/-

मोबदला रु. 14787000/-

भरलेले मुद्रांक शुल्क: रु. 1100/-

सह दु. नि. क्र. बी.पी.व्ही.३

सह दु. नि. क्र. बी.पी.व्ही.३

- 1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-  
डोडी/धनादेश/पे ऑर्डर क्रमांक: MH011488882201819E दिनांक: 05/02/2019  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: By Cash. रक्कम: रु. 1160/-

Pritham

13037VAL1-5

Delivery Date: \_\_\_\_\_

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )		05 February 2019 03:40 PM			
Valuation ID	201902054635				
मूल्यांकनाचे वर्ष	2018				
जिल्हा	मुंबई (उपनगर)				
मुन्य विभाग	86-मागाठाणे (बोरीवली)				
उप मूल्या विभाग	86/389भुभाग उत्तरेस राजेंद्रनगर समोरीत 30-60) मी पि घो रस्ता पूर्वेस दुसऱ्याली मार्ग दक्षिणेस गावाची सीमा व पश्चिमेस रेल्व लाईने				
सर्वे नंबर / न भू क्रमांक	इतर #				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक	
खुली जमीन	निवासी सदनिका	152300	210100	114800	चौरस मीटर
25400	114800				
बांधीव क्षेत्राची माहिती	105.09 चौरस मीटर	मिळकतीचा वापर:	निवासी सदनिका	मिळकतीचा प्रकार:	बांधीव
बांधकाम क्षेत्र (Built Up)	1-आर सी सी	मिळकतीचे यंत्र:	0.10 2थरे	मूल्यदर/बांधकामाचा दर -	Rs. 114800/-
बांधकामाचे वर्गीकरण:	आहे	मजला:	219 (Gin To 5th floor)		
उद्देशाने सुविधा:					
Sale Type - Resale		First Sale Date - 15/02/2018			
Sale/Resale of built up Property constructed after circular dt./20/12/118					
मासला निहाय घटव्याद		= 11.5% apply (tax) = Rs. 13202/-			
घसा: यानुसार मिळकतीचा प्रति चौ. मीटर मूल्य:		= वार्षिक मूल्यदर * खुल्या जमिनीचा दर / घसा: यानुसार टक्केवारी (4 खुल्या जमिनीचा दर)			
		= (114800 * 55000 * 100) / (100 * 114800)			
		= Rs. 13202/-			
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 13202 * 105.09				
	= Rs. 13873981.80				
B) बाँदिरत वाहन तळाचे क्षेत्र	29.65 चौरस मीटर				
बाँदिरत वाहन तळाचे मूल्य	= 27.65 * (13202 * 25/100)				
	= Rs. 912988.25				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + (सहकार्ये मूल्य + मजुकीचे मासला क्षेत्र मूल्य + सहाय्या खर्चाचे मूल्य + वरील पध्दतीचे मूल्य + बाँदिरत वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + उपनगरी अर्थव्यवस्था सुलभ कर मूल्य + बाँदिरत वाहन तळाचे मूल्य				
	= A + B + C + D + E + F + G + H + I				
	= 13873981.80 + 0 + 0 + 0 + 912988.25 + 0 + 0 + 0 + 0				
	= Rs. 14786970.05/-				

Name: J Print



पत्रक - 6  
9028 7 45  
2019



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन ऊहवाल सन 2018-2019

१. दस्तावा प्रकार : करारनामा अनुच्छेद क्रमांक १५(३)(१)-३
२. सादरकर्त्याचे नाव : \_\_\_\_\_
३. प्रथम दस्ताची निष्पादित दिनांक : 15/02/2018
४. तालुका : खोरीवली
५. गावाचे नाव : सागाहाणे
६. नगरभूमापन क्रमांक / सर्वे क्र. / अंतिम भूखंड क्रमांक : 63-A
७. मूल्य दरविभाग (झोन) : ४६ उपविभाग ३५१
८. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ. मी. दर 114800
९. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ : 109.09 कारपेट / बिल्टअप चौ. मीटर/ फुट  
चौ. मी. क्षेत्रफळ
१०. कारपाकिंग : 27.65 गच्छी : \_\_\_\_\_ पोस्टमाळा : \_\_\_\_\_
११. मजला क्रमांक : 19 वा उदवाहन सुविधा — आहे / नाही
१२. बांधकाम वर्ष : \_\_\_\_\_ घसारा : \_\_\_\_\_
१३. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
१४. बाजारमूल्य तक्त्यातील मार्गदर्शक मूल्य \_\_\_\_\_ ज्यान्वये दिलेली घट / वाढ
१५. निर्धारित केलेले बाजारमूल्य 147,86,570/-
१६. दस्तामध्ये दर्शविलेला मोबदला 147,87,000/-
१७. देय मुद्रांक शुल्क : 1100/- भरलेले मुद्रांक शुल्क : 1100/-
१८. देय नोंदणी फी : 30,000/-



वरल - ५		
१५२४	२	५५
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लिपिक

सह दुय्यम निबंधक



CHALLAN  
MTR Form Number-5



GRN	MH01148888201819E	BARCODE	[Barcode]		Date	04/02/2019-15:07:26	Form ID	25.2
Department : Inspector General Of Registration					Payer Details			
Type of Payment : Stamp Duty Registration Fee					TAX ID (If Any)			
					PAN No.(If Applicable)	BTEPM1584M		
Office Name : BRL5_JT SUB REGISTRAR BORIVALI 5					Full Name	PRITAM SANJAY MASHILKAR AND OTHER		
Location : MUMBAI								
Year : 2018-2019 - One Time					Flat/Block No.	FLAT NO.1902 TATVA IN PRAYAN B WING		
Account Head Details				Amount In Rs.	Premises/Building			
0030045501	Stamp Duty		1100.00	Road/Street	DATTAPADA ROAD			
0030063301	Registration Fee		30000.00	Area/Locality	BORIVALI EAST MUMBAI			
					Town/City/District			
					PIN	4	0	0
					PIN	0	0	5
					PIN	5	5	
					Remarks (If Any)	PAN2=ABSPH2632J-SecondPartyName=MS AAKAR CONSTRUCTION-		
					Amount In	Thirty One Thousand One Hundred Rupees Only		
Total					31,100.00	Words		
Payment Details : BANK OF BARODA					FOR USE IN RECEIVING BANK			
Cheque/DD Details					Bank CIN	Ref. No.	02003942019020400849	104843580
Cheque/DD No.					Bank Date	RBI Date	04/02/2019-15:08:43	Not Verified with RBI
Name of Bank					Bank/Branch : BANK OF BARODA			
Name of Branch					Scroll No. , Date : Not Verified with Scroll			

Department ID

Mobile No. : 9819265551

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चालन केवल दुर्यम निवेशन कार्यालयत नोंदणी करावयाच्या दस्तासारी लागू आहे. नोंदणी न करावयाच्या दस्तासारी सदर चालन लागू नाही.

PRC

Pratik

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**CHALLAN**  
MTR Form Number-6



GRN	MH01146882201619E	BARCODE	[Barcode]		Date	04/02/2019-15:07:26	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)						
		PAN No. (if Applicable)	BTEPM1584M					
Office Name	BRLS_JT SUB REGISTRAR BORIVALI 5		Full Name	PRITAM SANJAY MASHILKAR AND OTHER				
Location	MUMBAI		Flat/Block No.	FLAT NO.1902 TATVA IN PRAYAAN B WING				
Year	2018-2019 One Time		Premises/Building					
Account Head Details		Amount in Rs.	Road/Street	DATTAPADA ROAD				
0030045501	Stamp Duty	1100.00	Area/Locality	BORIVALI EAST MUMBAI				
0030063301	Registration Fee	30000.00	Town/City/District					
			Pin	4	0	0	0	6
			Remarks (If Any)	PAN2=ABSPPH2612J-SecondPartyName=MS AAKAR CONSTRUCTION-				
			Amount In	Thirty One Thousand One Hundred Rupees Only				
			Words					
Total		31,100.00						
Payment Details			FOR USE IN RECEIVING BANK					
Cheque/DD Details			Bank CIN	Ref. No.	02003942019020400849	104843580		
Cheque/DD No.		Bank Date	RBI Date	04/02/2019-15:07:26	Not Verified with RBI			
Name of Bank		Bank Branch	BANK OF BARODA					
Name of Branch		Scroll No.	Date	1. 05/02/2019				



Department ID: [Blank] Mobile No: 9916265551  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for integrated document.  
 असेल्ले चालाना वेळोवेळी दुय्येक विभागाक कार्यालयात लोदणी करवतल्यान नकारावळी करील. असेल्ले चालाना वेळोवेळी दुय्येक विभागाक कार्यालयात लोदणी करवतल्यान नकारावळी करील.

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2019

**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-388-1824	0006436240201819	05/02/2019-17:10:51	IGR194	1100.00
2	(IS)-388-1824	0006436240201819	05/02/2019-17:10:51	IGR194	30000.00
Total Defacement Amount					31,100.00

*Handwritten signatures and initials*

2000		
5	5	2006
4 - 1212		



या दस्ताला आवश्यक मुद्रांक शुल्क रु ७३२५००/- करारनामा  
 दस्त क्र. ७२१०५/२०१८/२०१८ दि. १५/२/२०१८ ला भरलले मुद्रांक शुल्क रु ७३२५००  
 मधुन " मुद्रांक शुल्क अधिनियम १९५८ चे अन्वये वजावट  
 करून मुद्रांक शुल्क फरक रु ११००/- या दतावर मजबूत केतला आहे.

AGREEMENT FOR SALE

सह दुय्यम निबंधक बोरीवली क्र. ५,  
 मुंबई उपनगर जिल्हा

THIS AGREEMENT is made and entered into at Mumbai on this 5<sup>th</sup> day  
 of February, 2019 BETWEEN M/S. AAKAR CONSTRUCTION, a sole  
 proprietary concern of MR. ZAKIR AMARULULLAH HUSSAIN of  
 Mumbai, presently having address at 705, Tahima Complex, B wing,  
 Talao Pall Road, Near M.M. Vally Kausa, Thane, 400 612, hereinafter  
 called "THE VENDOR" (which expression shall unless it be repugnant to  
 the context or meaning thereof include the said Proprietary concern viz. of  
 M/s. Aakar Construction and the heirs, executors, assigns and  
 administrators of the said Mr. Zakir Amarulullah Hussain) of the FIRST  
 PART A N D 1) MR. PRITAM SANJAY MASHILKAR & 2) MR. PRANJAL  
 SANJAY MASHILKAR both adults Indian Inhabitants of Mumbai,  
 presently having address at Opp, Antirishi 3, First floor, B wing, Bal  
 Smruti, Murrar Road, Mulund (West), Mumbai 400 080, hereinafter called  
 "THE PURCHASERS" (which expression shall unless it be repugnant to  
 the context or meaning thereof be deemed to mean and include their  
 respective heirs, executors, administrators and assigns) of the OTHER  
 PART.

*Pritam*

*Pranjal*



२०१९ - १५		
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WHEREAS THE VENDOR HEREBY EXPRESSLY REPRESENTS AND  
DECLARES TO THE PURCHASERS AS FOLLOWS:

a) By an Agreement for Sale dated 15th day of February, 2018 registered before the Sub-Registrar of Assurances vide Sr.No.BRL5-2047-2018 Dated 15/02/2018 (hereinafter referred to as the "said agreement") made and entered into between M/s. Gitanjali Infotech Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 7<sup>th</sup> floor, 'A' wing, Laxmi Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, therein called as the "Promoters" of the One Part and M/s. Aakar Construction through its Proprietor Mr. Zakir Amarulullah Hussain (the Vendor herein), therein referred to as the "Purchaser/s/ Buyer/s" of the Other part, the later has agreed to purchase and acquire a residential flat on ownership basis viz. Flat No.1902 admeasuring 1028 sq.ft. Carpet area (inclusive of all such area which are parts of FSI) on 19th floor in Building known as TATVA in 'PRAYAAN', 'B' wing situated at Dattapada Road, Borivali (East), Mumbai 400 066, more particularly described in the schedule written hereunder (hereinafter referred to as "the said Flat") alongwith parking space located at Stilt level No.82 & 83 admeasuring 248 sq.ft. Carpet area in the Stilt area in the said building (hereinafter referred to as "the said Parking Space") on the terms and conditions mentioned therein.

*15/2/18*

वरल - ५		
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b) Apart from the abovementioned consideration, the additional charges as mentioned in the said Agreement for Sale dated 15th day of February, 2018 is to be paid to the said M/s. Gitanjali Infratech Limited., as share money, club charges, formation of society, development charges, maintenance charges, electric metre and water metre etc.

c) Subject to whatever stated herein above the Vendor hereby represent :

- i) That the said building is under construction and the Vendor is entitled for the possession of the said flat with the full lock and key control with the actual custody and dominion over the possession of the said Flat and benefits as and when the said building is ready for occupation.
- ii) That the title of the Vendor in respect of the said Flat with benefits attached to it is absolutely clear and marketable free from all encumbrances and reasonable doubts including free from any third party adverse deal, arrangements, understanding, agreement, agreement for sale, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, monthly



*Prakash*  
*Prakash*

*[Handwritten signature]*

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tenancy, leave and licence, charge, mortgage or any other encumbrances.

d) That in the premises aforesaid the Vendor is legally entitled to the said Flat together with benefits attached to it and that neither the Vendor herein either personally or through any of their agent/s or constituted attorney has/have or had at any time heretofore either created or agreed to create any third party rights or right, title, interests or claim whatsoever in respect of the said Flat.

e) That in the manner aforesaid the Vendor has truly, honestly, bonafide and in good faith disclosed to the Purchasers, all the material facts and circumstances in respect of the said Flat and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the Purchasers in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the Vendor to the Purchasers, the parties has negotiated for sale and purchase of the said Flat alongwith parking space located at Still level No.82 & 83 admeasuring 248 sq.ft. Carpet area in the Still area in the said

*Patel*  
*M. K. Patil*

*H. K. Patil*



बरेल - ५		
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building with all incidental benefits and right, title, interest, claim, estate and property rights in respect thereof at law, equity and otherwise at or for the lump-sum price of Rs.1.47.87,000/- (Rupees One crore forty seven lakhs eighty seven thousand only) payable to the Vendor in the manner mentioned herein below, with legal right to have and call for all relevant deeds, documents, papers and writings from the Vendor and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat in the said building on the said property with said benefits and accordingly the parties has hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Vendor hereby declares and confirms that what is recited hereinabove in respect of the said Flat shall be treated as representations and irrevocable declarations on his part as if the same is reproduced herein in verbatim and form part of this clause. The Vendor hereby confirms that the Purchasers have agreed to purchase



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the said Flat relying upon the correctness of the declarations and representations made by the Vendor in these presents.

2. The Vendor shall sell, transfers, assigns and assures to the Purchasers and the Purchasers shall purchase and acquire the said Flat Viz. Flat No.1902 on 19th floor alongwith parking space located at Stilt level No.82 & 83 admeasuring 248 sq.ft. Carpet area in the Stilt area in the said building known as TATVA in 'PRAYAAN', 'B' wing situated at Dattapada Road, Borivali (East), Mumbai 400 066 more particularly described in the schedule herein underwritten alongwith all the benefits attached to it free from all encumbrances at or for the price of Rs.1,47,87,000/- (Rupees One crore forty seven lakhs eighty seven thousand only) being Full & Final consideration amount to be paid by the Purchasers to the Vendor in the following manner:

- a) Rs.3,00,000/- (Rupees Three lakhs only) being the Part consideration amount paid by the Purchasers to the Vendor on or before the execution of this agreement, the receipt whereof the Vendor doth hereby admits, acknowledges and confirms at the foot of this agreement.
- b) Rs.1,47,870/- (Rupees One lakh forty seven thousand eight hundred seventy only) being the TDS to be deducted by the Purchasers as per Section 194IA of the Income Tax Act, 1985.



*Purch*  
*M. S. D. S. S.*

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c) Rs.1,43,39,130/- (Rupees One crore forty three lakhs thirty nine thousand one hundred thirty only) being the **Balance Consideration** amount to be paid by the Purchasers to the Vendor within 6 months from the date of registration of this agreement

In performing their part of the contract both the parties shall be entitled to Specific Performance of this Agreement together with right in claim costs, charges and expenses and losses from the other

3. As when the demand notice is received and on making the additional consideration to the said Promoters, the Purchasers shall be entitled to take the possession of the said Flat directly from the said Promoters M/s. Gitanjali Infratech Limited.
4. It is agreed that the Purchasers herein shall be entitled to receive all title deeds of the said Flat from the Vendor on the day of the final payment of the consideration amount stated in clause 2 (c) hereinabove.
5. The Purchasers shall abide by the terms and conditions of the said original agreement and shall pay the required amounts as share money, club charges, formation of society, development charges, maintenance charges, electric metre and water metre advance



*Prakash*  
*Prakash*

*1/1/11*

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maintenance charges etc. for the said Flat, as and when asked for by the Promoters M/s. Gitanjali Infratech Limited.

6. The Vendor shall alone be liable to pay Value Added Tax (Vat)/GST if applicable in respect of the said Agreement.
7. It is agreed that if the Purchasers fail to make the payment of consideration price within the stipulated time aforesaid, the Purchasers shall be liable to pay to the Vendor the interest at the rate of 18% per annum on the delayed payment.
8. If the Vendor fails to complete the contract as per this agreement and the Purchasers are willing to pay and fulfil their part of the agreement then the Vendor shall abide by the terms herein and shall be bound to complete the contract on his part.
9. It is agreed between the parties that if there is any delay or default on the part of the Vendor in performing his part of the contract then the Purchasers shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the Vendor.

*Patil*  
*K. S. Patil*  
*11/1/2019*

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10. On receiving the balance consideration amount as specified in Clause 2 the Vendor shall has no right, title and interest in respect of the said Flat.

11. On payment of the full and final consideration as aforesaid in clause 2(c), the Purchasers are entitled to get possession of the said Flat from the said Gitanjali Infratech Limited., on completion of construction of the said building.

12. The Vendor shall obtain the necessary permission from the said Promoters M/s. Gitanjali Infratech Limited to transfer all his rights, title claim, interest and benefits whatsoever enjoyed by the Vendor including deposits, if any, in favour of the Purchasers and shall Co-operate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the Vendor in respect of the said Flat unto the Purchasers for exclusive use of Purchasers thereof as aforesaid.

13. The Vendor covenant with the Purchasers that only he is sufficiently entitled for the said Flat hereby agreed to be transferred and sold and no other person or persons has or has any right, title, interest in property claim or demand of any nature whatsoever in or upon the Flat whether by way of sale, charge, mortgage, lien, gift, trust, inheritance.



*Patel*  
*P. M. Patel*      *Official*

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lease, licences, easement or otherwise howsoever and he has good right and full power and authority to transfer and sell the same to the Purchasers

14. The Vendor further covenants with the Purchasers that he has not created any charge or encumbrance of whatsoever nature on the said Flat and benefits attached to it nor is the same or any of them the subject matter of any litigation or stay order nor is the same or any of them the subject matter of any attachment whatsoever (whether before or after judgement) or any prohibitory order and he have not created any adverse right whatsoever in favour of any one in respect of the same or any of them.

15. The Vendor hereby undertakes to indemnify and keep indemnified the Purchasers against all claims, demands, proceedings, costs and expenses in connection with any liability which the Purchasers may have to suffer or incur due to the claims from Govt. authorities, competent authorities (including stamps and Registration) and/or any third party relating to the said Flat.

16. The Vendor hereby declares that no one else except him has any right, title and interest in respect of the said Flat and the Purchasers shall after payment of full consideration quietly and peacefully possess

*Prithvi*

*Hind...*

*10/10/1*

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SIGNED AND DELIVERED

by the within named VENDOR



M/S. AAKAR CONSTRUCTION  
through its SOLE PROPRIETOR  
MR. ZAKIR AMARULLULLAH HUSSAIN

In the presence of [Signature]

SIGNED AND DELIVERED

by the within named PURCHASERS



MR. PRITAM SANJAY MASHILKAR &

MR. PRANJAL SANJAY MASHILKAR

In the presence of [Signature]



बरल - ५		
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25. The Vendor hereby declares that he had paid Rs.7,39,500/- on the said Agreement executed between himself and the said Promoters M/s. Gitanjali Infratech Limited, and till this date the Vendor herein has not claimed/Demanded the refund of the said stamp duty and shall not demand the same in future also.

IN WITNESS WHEREOF the parties hereto hereunto has set and subscribed his respective hands on the day and year first hereinabove written.

THE SCHEDULE HEREINABOVE REFERRED TO:

Flat No.1902 admeasuring 1028 sq.ft. Carpet area (inclusive of all such area which are parts of FSI) on 19th floor alongwith parking space located at Stilt level No.82 & 83 admeasuring 248 sq.ft. Carpet area in the Stilt area in Building known as TATVA in 'PRAYAAN', 'B' wing situated at Dattapada Road, Borivall (East), Mumbai 400 066 in Registration District and Sub-district of Mumbai on land bearing Survey No.132 (Part), S. No. 134, Hissa No.1 part bearing C.T.S. No. 68-A of Village Magathane Taluka Borivall, Mumbai Suburban District.

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*Print of hand*

*11/9/20*



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RECEIPT

RECEIVED from the Purchasers 1) MR. PRITAM SANJAY MASHILKAR & 2) MR. PRANJAL SANJAY MASHILKAR a sum of Rs.3,00,000/- (Rupees Three lakhs only) being the Part consideration amount in respect of Flat No.1902 in 'B' wing on 19th floor alongwith parking space located at Stilt level No.82 & 83 admeasuring 248 sq.ft. Carpet area in the Stilt area in project known as Tatva in 'PRAYAAN' situated at Dattapada Road, Borivali (East), Mumbai 400 066, as per the terms of this agreement.

The said amount is received by me in the following manner:-

Amount	cheq/p.o/RTGS No	Date	Banker's Name and Branch
3,00,000/-	000406	14/01/2019	Kotak Mahindra Bank



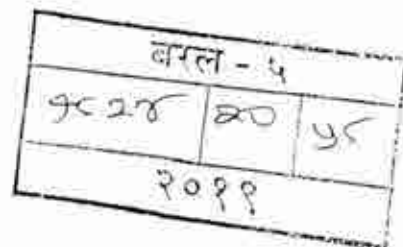
We say received Rs.3,00,000/-

*(Handwritten signature)*

(M/S. AAKAR CONSTRUCTION  
through its Proprietor  
MR. ZAKIR AMARULLAH HUSSAIN)  
VENDOR

WITNESSES :-

- (Handwritten signature)*
- (Handwritten signature)*





बरल - ५		
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**ANNEXURE - E**

**मालमत्ता पत्रक**

विभागाधीन - समाजवादी      शासक/पदाधिकारी - पु. अ. आ. आ. आ.      दिनांक - पुणे, २०१९

सं. क्र. १०२८/१९      दि. क्र. १०२८/१९      पदाधिकारी - पुणे, २०१९

पदाधिकारी - पुणे, २०१९

पदाधिकारी - पुणे, २०१९

क्र.सं.	विवरण	पदाधिकारी	दिनांक	स्थान
१०२८/१९	पुणे नगरपालिका, पुणे, महाराष्ट्र	पुणे नगरपालिका, पुणे, महाराष्ट्र	२०१९	पुणे
१०२८/१९	पुणे नगरपालिका, पुणे, महाराष्ट्र	पुणे नगरपालिका, पुणे, महाराष्ट्र	२०१९	पुणे
१०२८/१९	पुणे नगरपालिका, पुणे, महाराष्ट्र	पुणे नगरपालिका, पुणे, महाराष्ट्र	२०१९	पुणे
१०२८/१९	पुणे नगरपालिका, पुणे, महाराष्ट्र	पुणे नगरपालिका, पुणे, महाराष्ट्र	२०१९	पुणे
१०२८/१९	पुणे नगरपालिका, पुणे, महाराष्ट्र	पुणे नगरपालिका, पुणे, महाराष्ट्र	२०१९	पुणे



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**बरल - ५/**  
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महाराष्ट्र शासन  
 मालमत्ता शुल्क  
 महाराष्ट्र शासन, मुंबई नगरपालिका, बोरिवली  
 जिल्हा - मुंबई उपनगर जिल्हा  
 कार्यालय, मुंबई नगरपालिका प्रशासनिक  
 इकाई, बोरिवली नगरपालिका

जमादारी क्रमांक - अर्ज क्र. 0766 मूळ मालमत्ता शुल्क - 16  
 नकल अर्ज दोषधर साठेकर 1700 एकूण मालमत्ता शुल्क 96  
 नकल साठेकर साठी 7900 नकलेंचे मूल्य 96  
 नकल निर्याती साठी 96 नकलेंचे मूल्य 96  
 नकल साठेकर साठी 96 नकलेंचे मूल्य 96  
 नकल साठेकर साठी 96 नकलेंचे मूल्य 96  
 नकल साठेकर साठी 96 नकलेंचे मूल्य 96

म.पू.अ. बोरोवली  
 मुंबई उपनगर जिल्हा  
 सत्य प्रतिलिपि  
 सार प्रमाणित अधिकारी  
 बोरोवली

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C-3

MUNICIPAL CORPORATION OF GREATER MUMBAI  
FORM 'A'  
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966  
No CHE/A-4789/BP(WS)/AR  
COMMENCEMENT CERTIFICATE

To  
M/S GITANJALI INFRA TECH LTD  
A1 A-WING 7TH FLOOR LAMXI TOWER NEAR  
ICICI BRANDRA KURLA COMPLEX BANDRA (E)  
MUMBAI-400051

Sir,  
With reference to your application No. CHE/A-4789/BP(WS)/AR Dated, 13/10/2017 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 no 337 (New) dated 13/10/2017 of the Mumbai Municipal Corporation Act, 1888, to erect a building in Building development work of on plot No. D.C.T.S. No. 68/A Division / Village / Town Planning Scheme No. MAGATHANE R/C situated at BORIVALI (EAST) Road / Street in R/C Ward Ward.

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

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be 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.
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 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Assistant Engineer (B.P.) R1 ward Ashok b. khandare Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

**CERTIFIED TRUE COPY**



For TEEARCH ARCHITECTS & CONSULTANTS PVT. LTD  
9, Square Building,  
Ramdas Sutar Marg,  
Off. Chandavarkar Road,  
Borivali (W), Mumbai - 400 093

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This CC is valid upto 2/9/2017

Issue On: 3/9/2016

Valid Upto: 2/9/2017

Remark:

Approved By  
Executive Engineer  
Executive Engineer

Issue On: 18/10/2017

Valid Upto: 2/9/2018

Remark:

This C.C. is now further extended for entire work of building comprising of wing 'A' - Basement + still below podium-I + Podium-I + Podium-II + Podium-III + Still below building line + service floor + 1st to 20th upper floors and wing 'B' - Basement + still below podium-I + Podium-I + Podium-II + Podium-III + Still below building line + service floor + 1st to 20th + 21st (pt) upper floor as per approved plans dt: 04.09.2017.

CERTIFIED TRUE COPY

*2017*  
S. S. S. & CONSULTANTS PVT. LTD.  
9, Square Building,  
Bambdas Sutrle Marg,  
Off. Chhatravani Road,  
Borivli (W), Mumbai - 400 082.

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Document created by *Amish*  
 Disposition: Chapter  
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 Name: *Amish Dhusare*  
 Khandore  
 Description: Assistant  
 Engineer  
 Organization: Municipal  
 Corporation Greater  
 Mumbai  
 Date: 18-Oct-2017 18:33:56

For and on behalf of Local Authority  
 Municipal Corporation of Greater Mumbai

Assistant Engineer (Building Proposal)

Western Suburb II R/C Ward Ward

- to :
1. Architect.
  2. Collector Mumbai Suburban /Mumbai District.

CERTIFIED TRUE COPY

*Deeth*  
 FOR TEERARCHITECTS & CONSULTANTS PVT LTD  
 9, Square Building,  
 Ramdas Sutarra Marg,  
 Off. Chandavarkar Road,  
 Bonvali (W), Mumbai - 400 092.



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वरल - ५		
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२०१९		



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२०१८		



करारनामा दस्त क्र. वरल ५/२०८७/२०१८ दि. १५/२/२०१८ या दस्तावर  
 भरलेले मुद्रांक शुल्क रु ७४८५००/- दस्त क्र. वरल ५/१९२४/२०१९ दि. ५/२/२०१९  
 या दस्तावर " मुद्रांक शुल्क अधिनियम १९५८ चे अनुच्छेद ५ ग अ II" अन्वये  
 समायोजित करण्यात आला आहे.

*[Signature]*  
 सह दुय्यम निबंधक त्रोरीवली क्र. ५,  
 मुंबई उपनगर जिल्हा



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AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai on this 15<sup>th</sup> day of February 2018 BETWEEN GITANJALI INFRA TECH LIMITED, a company incorporated under the Companies Act 1956, having its registered office at 7<sup>th</sup> floor, A wing, Laxmi Towers, Bandra Kurla Complex, Bandra (E), Mumbai 400 051; hereinafter referred to as "PROMOTERS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-law) of the ONE PART;

AND

M/s AAKAR CONSTRUCTION THROUGH HIS PROPRIETOR MR. ZAKIR AMARULULLAH HUSSAIN adult, Indian Inhabitant of Mumbai, having address at 705 TAHIMA COMPLEX, B WING, TALAO PALI ROAD, NEAR M.M VALLEY KAUSA, TAHNE, MAHARASHTRA- 400612, hereinafter referred to as "PURCHASER/S"/"BUYER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the OTHER PART;

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F.S.I. and Compensatory F.S.I. and Transferable Development Rights (hereinafter referred collectively to as "F.S.I. / TDR") which may be applicable/permissible/ available in respect of the entire Land from time to time in accordance with the sanctioned Plan, as may be modified from time to time and the Commencement Certificates and further Commencement Certificates to be issued by Municipal Corporation for Greater Mumbai (MCGM), from time to time (ii) sale of areas in the buildings to be constructed on the Land in what is popularly known as "Ownership Basis" under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and/or letting out the built-up areas to lessees and/or licensees, and franchisees to carry on any lawful business for such consideration and on such terms and conditions as may be decided by the Promoters (iii) the development and/or surrender of buildable and/or non-buildable reservations on the said Land and to utilize the benefits arising thereupon in such manner as the Promoters deems fit and proper;

- (5) The Promoters have entered into a Standard Agreement with M/s. Tee Archt Consultants Pvt. Ltd., Architect (hereinafter referred to as the "Project Architects") registered with the Council of Architects and such Agreement is as per the format Agreement prescribed by the Council of Architects;
- (6) The Promoters have appointed M/s. Shanghvi & Associates Consultants Pvt. Ltd. as Structural Engineers for the preparation of the structural designs and drawings for development and construction of the buildings;
- (7) The Promoters have commenced the development of the said Land in phase-



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The matter of this Agreement is project named TATVA (the said Building) ground plus several upper storey's to be constructed on the said Land. A purchaser being interested in acquiring a flat has applied to the Owners for allotment/Purchase of Flat No.1902, 'B' wing on the 19<sup>th</sup> Floor admeasuring 1028 sq.ft. Carpet area inclusive of all such areas which are part of F.S.I. in the Building known as TATVA in PRAYAGAN (B) Wing (hereinafter the said building) Parking space located at Silt level No 82 & 83, admeasuring area 248 Sq.ft. Carpet area in the Silt area. The above said parking space are allotted free of cost are more particularly described in the Second Schedule hereunder

*(Handwritten signatures)*

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and shown on the floor plan hereto annexed and marked as Annexure "B" together with amenities and facilities as set out in the third Schedule hereto (hereinafter for brevity's sake (wherever applicable) referred to as the said "Flat/Unit");

(10) The Carpet Area of the said Apartment is 1028 sq.ft. and "Carpet area" means the net usable floor area on an apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony appurtenant to the Apartment for exclusive use of the Allottee or veranda area and exclusive terrace area appurtenant to the said Apartment for exclusive use of the Allottee but includes the area covered by the internal partition walls of the Apartment.



The Promoters have got the plans, of the said Buildings to be constructed by them approved from MCGM vide its IOD no CHE/A-4789/BP(WS)/AR dated 19 July 2012 and Commencement Certificate No. CHE/A-4789/BP(WS)/AR Dated 3<sup>rd</sup> September 2010 ("Building Plan"), for the construction of the said Building and the Promoters have commenced the work of construction of the said Building. The aforesaid building permission is annexed hereto and marked as Annexure "C";

(11) A copy of the Certificate of Title dated 4<sup>th</sup> August 2011 in respect of the said Land issued by M/s. Anant H. Shinde & Co. Advocates and Solicitors is annexed hereto and marked as Annexure "D";

9525	33	45
(13)	A copy of the PR CARD extract issued by the Talathi Office/City Survey Office showing the nature of title of the said Land is annexed hereto and marked as Annexure "E";	

(12) The Purchaser/s is aware that the Promoters will enter into separate Agreements with several Purchasers of the Flats on ownership basis for such consideration and on such terms and conditions as the promoter may deem fit and proper;

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(15)	The Purchaser has demanded from the Promoters and Promoters have given inspection to the Purchaser/s of all the documents relating to the Land and the Layout Plan, Building Plan, Commencement Certificate, designs and specifications prepared by the Project Architects, and all other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 ("RERA ACT") and Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963	

The Purchaser has demanded from the Promoters and Promoters have given inspection to the Purchaser/s of all the documents relating to the Land and the Layout Plan, Building Plan, Commencement Certificate, designs and specifications prepared by the Project Architects, and all other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 ("RERA ACT") and Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963

*(Handwritten signatures)*



(Maharashtra Act No. XLV of 1963) as amended from time to time (herein referred to as "the said Act") as well as the Maharashtra Ownership of Flats Rules, 1964 (hereinafter referred to as "THE SAID RULES") and the Rules made there under and the Promoters have supplied to the Purchaser copies of such of the documents as are mentioned in Rules of the above referred Act as demanded by the Purchaser. The Purchaser has seen the building plan in respect to the said Building as at present envisaged and approved by the Municipal Corporation for Greater Mumbai. The Purchaser hereby confirms that the Promoters have produced for inspection of the Purchaser all information and documents and have made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and have no further or other information nor disclosure to be required from the Promoters;

(16) This agreement is entered into by the Purchaser/s on a specific understanding that all the mandatory provision under the RERA Act shall be applicable and binding upon the parties hereto. The Purchaser/s shall enter into deeds, documents and writings as and when required upon by the Owners/Builders to comply with all the necessary formalities under the RERA Act.

(17) The Purchaser has with full knowledge of the Project outlined above and all the terms and conditions and covenants contained in the papers, plans and approvals referred to herein above agreed to purchase and acquire from the Promoters at and for the agreed lump sum purchase price and consideration and upon and subject to the terms and conditions and covenants herein contained the said Flat;



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

(1) The Recitals, Annexure and Schedules in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the development of the Land, this Agreement shall be read and construed in its entirety.



The Promoters will, under normal circumstances, construct the said Building being a ground plus several upper floors in accordance with the sanctioned Building Plan and the Commencement Certificate the original whereof have been inspected by the Purchaser/s prior to the execution of this Agreement. The Purchaser/s hereby agrees to the Promoters making such variations, modifications and additions in the layout

Handwritten signatures of the parties.

Stamp with handwritten date 2020 09 15 and 2020.

Stamp with handwritten date 2020 09 15 and 2020.

Plan, Building Plans and in the said Building, the said Flat, as the Promoters or the Project Architects may consider necessary or expedient by or as may be required by any public or local body or authorities. This shall operate as an irrevocable consent of the Purchaser/s to the Promoters under Section 7 of the said Act for carrying out changes in the sanctioned Layout Plan and/or Building Plans. It is clarified that subject matter of this Agreement shall always be restricted to the said Flat to be constructed in the said Building.

(3) The Promoters have registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at Tehsil Kuria No.P51800004498. Section 13 of the said Act requires the Promoter to execute a written Agreement for Sale of said Premises with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

(4) The Purchaser/s shall purchase and acquire from the Promoters the said Flat No. 1902, 'B' wing on the 19<sup>th</sup> floor admeasuring 1028 sq.ft. of Carpet Area inclusive of all such areas which are part of FSI in the Project known as TATVA in PRAYAAN B Wing (hereinafter the said building) Parking space located at Stilt level No 82 & 83. Admeasuring area 248 Sq.ft. Carpet area in the Stilt area and said parking space allotted free of cost are more particularly described in the Second Schedule hereunder and shown on the floor plan hereto annexed and marked as ANNEXURE "B" together with amenities and facilities as set out in Third Schedule hereunder written (hereinafter for brevity's sake (wherever applicable) referred to as the said "Flat" to be constructed on the portion of the said Land, for the lump sum purchase price and consideration of Rs.1,23,36,000/- (Rupees One Crore Twenty Three Lacs Thirty Six thousand Only) ("the Consideration"). The Promoters shall provide in the said

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Flat and in said Building together with fixtures and fittings as per details in the Third Schedule hereunder written.

Purchaser/s if the contractor appointment by the Promoters herein to construct the said building with labour and material to be contracted at Rs. 39,84,82,511/- to be paid by the Promoter to the Purchaser/s progress of work, the Copy of Construction work agreement which is attached herewith as Annexure "F" hereto and it is specifically agreed by both the parties herein that

the said amount of consideration of 1,23,36,000/- (Rupees One Crore Twenty Three Lacs Thirty Six thousand Only) shall be adjusted toward

*[Handwritten signatures]*



THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Land)

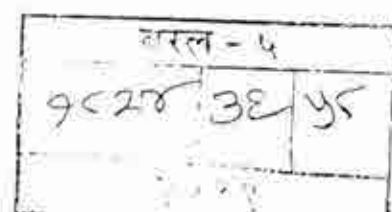
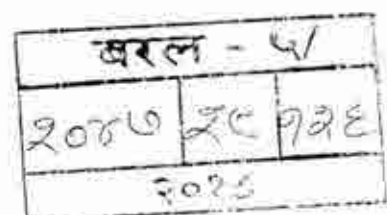
All those pieces or parcels of land situate, lying and being in Village Magathane at Borivali in the registration District and Sub-District of Mumbai Suburban as per previous title documents and as per the CTS Extract bearing Survey No. 132 (Part), S. No. 134, Hissa No.1 part bearing C.T.S. No. 68-A in all admeasuring 7937.8 square meters or thereabouts and bounded as follows:

On or towards East : By Survey No. 130  
 On or towards West : By Survey No. 132 (part)  
 On or towards the South : By survey No. 134 (part); and  
 On or towards the North : By Survey No. 133-Hissa No. 1 (Part) &  
 Survey No. 126

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No.1902, 'B' wing on the 19<sup>th</sup> floor admeasuring 1028 sq. ft. of Carpet Area inclusive of all such areas which are part of FSI in the building known as TATVA in PRAYAAN B Wing and Parking space located at Stilt level No 82 & 83, Admeasuring area 248 Sq.ft. Carpet area, situate, being and lying at Village Magathane, Taluka Borivali in the registration District and Sub-District of Mumbai Suburban as per previous title documents and as per the CTS Extract bearing Survey No.132 (Part), S. No. 134, Hissa No.1 part bearing C.T.S. No. 68-A in all admeasuring 7937.8 square meters or thereabouts.

*[Handwritten signatures]*



The Third Schedule Above Referred To:  
(Amenities / Fixtures and Fittings)

Building Structure:

- Earthquake resistant R.C.C. structure.
- Well carved exteriors and elevation as per architect's design.
- 3.45 m (11'3" floor to floor height).

Elevators:

- 2 synchronized High Speed passenger elevators for vertical circulation.
- 1 stretcher elevator.

Communication:

- Telecom infrastructure with optical fiber backbone enabling fast data communication linkages.
- Efficient EPABX system with multifarious functions.



Other salient features:

- Energy efficient building.
- Storm water drainage system as per consultant's design.
- Adequate electric supply.
- Provision of alternate power supply (DG backup for lift lobby and common areas).
- Adequate car parking in Basement, stilt & podium with well equipped ventilation system as per consultant.
- Backlight signage in podium parking.
- Internal and external lighting with energy efficient luminaries.
- Sewage treatment plant for recycling sewage water.
- Grand air conditioned entrance lobby.
- Beautifully landscaped areas inside and outside the building with party lawn for citizens garden etc.
- Swimming Pool & Separate Kids Pool with changing room facility.
- Health Club with modern gym equipments, meditation room, yoga room.
- Spa & Massage room.

- Aerobic room, Billiards and Snooker.

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२०१९		



- Open air amphitheatre.
- Library with Reading Room
- Banquet hall facilities facing landscape.
- Glass railing in living room balcony area.
- Marble/Premium vitrified flooring in living and dining areas.
- Granite top platform in kitchen.
- Excellent brand's vitrified tiles in bedroom and kitchen.
- Wooden flooring in master bedroom.
- Aluminum frame sliding windows.
- Excellent brand's sanitary fittings and plumbing fittings in toilets as per architect's design.
- Toilets with designer dado tiles and non slippery floor tiles.
- Electrical lighting provisions as per architect's design.
- Provision for Mahanagar Gas Pipeline.
- Provision for garbage chute in common lobby.
- Fire Fighting System. Fire alarm system on each level as per fire norms.
- Provision of wet riser in each staircase.
- Sprinkler system in common areas and in the basement, still and podium.
- Fire escape exits as per plan.
- Refuge terrace as per design.

Security:

- C. C. Cameras at entry levels.
- IBMS room.

*[Handwritten signatures]*



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करल - ५		
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२०१९		

In Witness Whereof the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written

Signed Sealed and Delivered by

the within named PROMOTERS

GITANJALI INFRATECH LIMITED

through its Director

Mr. A. Shivaraman Nair



For Gitanjali Infratech Limited

Director / Authorized Signatory

in the presence of

*[Signature]*

Signed Sealed and Delivered by

the within named PURCHASER/S

M/s AAKAR CONSTRUCTION through his proprietor  
MR. ZAKIR AMARULULLAH HUSSAIN



For Aakar Construction

Proprietor

in the presence of

*[Signature]*

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9528	30	45
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Summary (GoshwaraBhag-1)

388/2047  
गुरुवार, 15 फेब्रुवारी 2018 5:31  
म.न.

दस्त गोपवारा भाग-1

बरल-5 928  
दस्त क्रमांक: 2047/2018

दस्त क्रमांक: बरल-5/2047/2018

बाजार मूल्य: रु. 1,47,86,570/- मोबदला: रु. 1,13,36,000/-

भरलेले मुद्रांक शुल्क: रु. 7,39,500/-

दु. नि. सह. दु. नि. बरल-5 याचे कार्यालयात  
अ. क्र. 2047 वर दि. 15-02-2018  
रोली 5:08 म.म. वा. हजर केला.

पावती-2227

पावती दिनांक: 15-02-2018

सादरकरपारचे गाव: मे. आकार कन्स्ट्रक्शन चे  
प्रोपरायटर झाकीर अमरतुल्लाह हुसेन

नोटणी ची	रु. 30000.00
दस्त हातळणी ची	रु. 2540.00
पुण्याची रक्कम: 127	
एकुण	32540.00

दस्त हजर करणाऱ्याची सही:

सह दु. नि. फा. बा. गोवली:

सह दु. नि. फा. गोरीतली:

दस्ताचा प्रकार: कारारनामा

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

शिक्का क्र. 1 / 15 / 02 / 2018 05 : 08 : 40 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 / 15 / 02 / 2018 05 : 09 : 51 PM ची वेळ: (फ्री)

जवळपास  
सदर दाखलेवर १५ दिवस आधी  
सादरकरपारचे गाव: मे. आकार कन्स्ट्रक्शन चे  
प्रोपरायटर झाकीर अमरतुल्लाह हुसेन  
दस्ताचा प्रकार: कारारनामा  
मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्वातंत्र्य असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप. खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात  
शिक्का क्र. 1 / 15 / 02 / 2018 05 : 08 : 40 PM ची वेळ: (सादरीकरण)  
शिक्का क्र. 2 / 15 / 02 / 2018 05 : 09 : 51 PM ची वेळ: (फ्री)  
दिनांक दिवस:



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Summary-2( दस्त गोपवारा भाग - २ )



15/02/2018 5:34:34 PM  
दस्त क्रमांक : बरल-5/2047/2018  
दस्ताचा प्रकार : -कारारनामा

दस्त गोपवारा भाग-2

बरल-5  
दस्त क्रमांक: 2047/2018

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: गीताजती इन्फ्रस्टेक लिमिटेड चे डायरेक्टर ए शिवरमण नाथर पांच्या तर्फे मुखत्यार नरेंद्र तळवतकर पत्ता: प्लॉट नं: ए विंग, माळा नं: 7 वा मजला, इमारतीचे नाव: लक्ष्मी टॉवर्स, ब्लॉक नं: बांद्रा पूर्व, रोड नं: बांद्रा कुर्ला कॉम्प्लेक्स, महाराष्ट्र, मुम्बई पिन नंबर: AACCG7677G	लिहून देणार वय :- 49 स्वाक्षरी: -		
2	नाव: मे/ आकार कन्स्ट्रक्शन चे प्रोपरायटर झाकार अमरलुस्ताह हुसैन पत्ता: प्लॉट नं: 705, बी विंग, माळा नं: इमारतीचे नाव: ताहीमा कॉम्प्लेक्स, ब्लॉक नं: ठाणे, रोड नं: तलाव पाली रोड, एम. एम. वॅली कोसा, महाराष्ट्र, ठाणे. पिन नंबर: ABSPH2632J	लिहून घेणार वय :- 39 स्वाक्षरी: -		

बरील दस्तऐवज करून देणार तथाकथीत कारारनामा चा दस्त गोपव करून दिवनाच कायल करतात.  
शिक्का क्र. 3 ची वेळ: 15 / 02 / 2018 05 : 13 : 16 PM

टीपणः -  
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-नाम व्यक्तीस ओळखतात, व त्यांची ओळख पटवतात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: जतीन पी मिस्त्री वय: 34 पत्ता: बी-206 राम्मर सोसायटी वसई पश्चिम पिन कोड: 401202	स्वाक्षरी	
2	नाव: धीरेंद्र एस. पेडणेकर वय: 62 पत्ता: रूम नं 5 घाटन साह रस्ता कोथरी पूर्व साई हिल जवळ विरार पूर्व पिन कोड: 401305	स्वाक्षरी	

शिक्का क्र. 4 ची वेळ: 15 / 02 / 2018 05 : 14 : 44 PM

शिक्का क्र. 5 ची वेळ: 15 / 02 / 2018 05 : 14 : 53 PM नोंदणी पुस्तक 1 मध्ये

सह दु.नि.का. नोंदणी

EPayment Details.

SF# 1 Epayment Number  
MH010638095201718E

De/acement Number  
0305858733201718

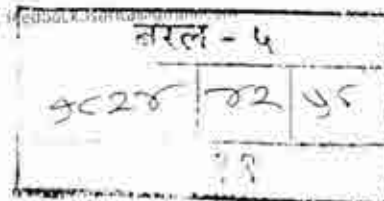
2047 / 2018



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प्रमाणित कापेस देणे की, या  
दस्तावेज एकूण रु. २.६०० पैसे आहेत।

*[Signature]*

साह मुख्य निबंधक, थोरिवली क्र. ५,  
मुंबई उपनगर जिल्हा

2080

बरल - ५/ २०१८

पुस्तक क्रमांक १, क्रमांक.....बर

मोदला. 15 FEB 2018

दिनांक :

*[Signature]*

साह मुख्य निबंधक, थोरिवली क्र. ५,  
मुंबई उपनगर जिल्हा.



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16 February, 2018

सूची  
क २

दुग्धम नियंत्रक - सह दुग्ध  
मंडल  
दस्तावेज क्र. 344/2018  
नदरणी  
Regn. 63m

गावाचे नाव भागाटोप

(1) वित्त खाती प्रकरण  
(2) मॉडरल  
करारनाम्य  
रु. 12,330,000/-  
रु. 14,786,700/-

(3) बाजारभावाभाडेपट्टाच्या वाढवितपट्टाकार आजादी देणे की पट्टेदार ते

(4) भू. भाषण पाटाहेस्त व परक्रमीक (असल्यास)

AKA, धोळेपट्टेचे नाव मुंबई मजग इतर कोणते कोटिका नं. 1002 ची विंग माळा नं. 19 का मजग इमारतीचे मॉडरल मॉडरल प्रकरण की विंग कोटिका नं. कोटिका (पूर्व) मुंबई 1000000. रीट, बलगावट रीट, इतर माहिला सुटिकाचे धरणाळ 100.8 ची फुट कारपट कार पाकिंग रीट नं. 82 जीविका 83 नं. क्षेत्रफल 0.18 ची फुट कारपट 100.100 की पट्टेदार

(5) धरणाळ  
(6) अकाराची किंवा जुडी धरणाळ असले तेव्हा

(7) दस्तऐवज करून घेणे, मॉडरल ठेवणे, या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हस्तगतनाम किंवा आदेश असल्यास, प्रतिवादिने नाव देण्या

(1) नाव - (गोसावले इन्फोटेक सोल्युशन्स प्रायव्हेट लिमिटेड) पारदर्शक मजग याच्या तर्फे मुखत्यर नरेश शंकावसकर, वय - 49  
पत्ता - फ्लॉट नं. 4 विंग, माळा नं. 7 का मजग, इमारतीचे नाव लक्ष्मी टॉवर्स, इलीक नं. बांधा पूर्व, रोड नं. बांद्रा कुर्ली कॉम्प्लेक्स महाराष्ट्र, मुंबई  
पिन कोड - 400031  
फोन नंबर - 9822767791

(8) दस्तऐवज करून घेणे, मॉडरल ठेवणे व किंवा दिवाणी न्यायालयाचा हस्तगतनाम किंवा आदेश असल्यास, प्रतिवादिने नाव देण्या

(1) नाव - मॅ. अकार कन्स्ट्रक्शन व प्रायव्हेट इन्फोटेक इमारतमुल्यह हस्तगत वय - 39  
पत्ता - फ्लॉट नं. 705, ची विंग, माळा नं. - इमारतीचे नाव लक्ष्मी कॉम्प्लेक्स, वरीक नं. ठाणे, रोड नं. तलाप पाळी रोड, वय - वय वरीक कोना महाराष्ट्र, ठाणे  
पिन कोड - 400011  
फोन नं. - 9115912633

(9) दस्तऐवज करून दिल्याचा दिनांक  
(10) दस्तऐवज काढण्याचा दिनांक  
(11) अकारमजग जात व रीट  
(12) बाजारभावाप्रमाण मुद्रांक शुल्क  
(13) बाजारभावाप्रमाण नोंदणी शुल्क  
(14) रीट

15/02/2018  
15/02/2018  
26/7/2011  
रु. 7,19,000/-  
रु. 31,000/-



मुल्यकावनासाठी विचारले गेलेले तपशील  
मुद्रांक शुल्क आकाराना निवडलेला नमुनेचेद

(1) within the limits of any Municipal Corporation or any Cantonment area - assessed to...



अखी इतर  
QMK

अखी दुग्धम नियंत्रक, नदरणी अ. ५  
पत्ता - उजवाड जिल्हा

कर - ५  
५२४ ४४५५  
२०१९



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भारतीय विशिष्ट ओळख पाधिकरण  
 भारत सरकार  
 Unique Identification Authority of India  
 Government of India

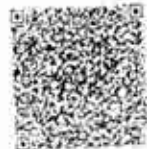
आधार क्रमांक / Enrollment No: 1164120450/03785

To:  
 प्रताप संजय माशुकर  
 Prtam Sanjay Mashkar  
 S/O Sanjay Mashkar  
 Opp. Anirika 3, 1st Floor, B-Wing, Bal Smtuk, Murrar Road  
 Mulund (West)  
 Mumbai  
 Maharashtra 400080  
 2225648000

Ref: 39 / 07E / 75998 / 77805 / P



UE4185024711N



आपला आधार क्रमांक / Your Aadhaar No.:

8962 4688 6639

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
 GOVERNMENT OF INDIA

प्रताप संजय माशुकर  
 Prtam Sanjay Mashkar  
 माता : शमल संजय माशुकर  
 Mother: Shama Sanjay  
 Mashkar  
 जन्म वर्ष / Year of Birth: 1994  
 पुरुष / Male



8962 4688 6639

आधार - सामान्य माणसाचा अधिकार

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 प्रताप संजय माशुकर  
 PRITAM SANJAY MASHKAR  
 सान्जय चान्द्रकांत माशुकर  
 SANJAY CHANDRAKANT MASHKAR  
 13/02/1994  
 81EPM184M  
 07032012



भारत सरकार  
 GOVT. OF INDIA



बरेल - ५		
१८२४	४६	५८
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*Handwritten signature*



वरल - ५		
१८२४	४५	५८
२०१९		



भारतीय विशिष्ट आन्वयन प्राधिकरण  
 भारत सरकार  
 Unique Identification Authority of India  
 Government of India

संदर्भक्रमाचा क्रमांक / Enrollment No 1104/20450/03784

To,  
 प्रशासक, महानगर  
 Pranjai Sanjay Mashikar  
 S/O Sanjay Mashikar  
 Opp. Aredksh 3, 1st Floor, B-Wing, Bal Smruti, Mottar Road  
 Mulund (West)  
 Mumbai  
 Maharashtra 400080  
 2225648700

Ref: 243 / 01E / 414323 / 415262 / P



UE388169120IN



आपला आधार क्रमांक / Your Aadhaar No. :

**8108 6142 0496**

आधार — सामान्य माणसाचा अधिकार



भारत सरकार  
 GOVERNMENT OF INDIA

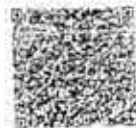
प्रशासक, महानगर  
 Pranjai Sanjay Mashikar



माते : शमल सजय मशिकर  
 Mother : Shama Sanjay  
 Mashikar

जन्म वर्ष / Year of Birth : 1996  
 लिंग / Male

**8108 6142 0496**



आधार — सामान्य माणसाचा अधिकार



बरत - ५  
 १८२४ | २८ | ५५  
 २०२५

*Pranjai*





बाल - ५		
१८२४	४२	५८
२०१९		

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 ZAKIR AMARULLAH HUSSAIN  
 AMARUL ULLAH MOHD  
 03/05/1979  
 Permanent Account Number  
 ABSPH26323  
 Signature

भारत सरकार  
 GOVT. OF INDIA  
 भारत  
 स्टम्प  


*Zakir*



शुल - ५		
१०२४	५०५५	
२०२९		



बसल - ५		
१०२४	५१	५८
२०१९		

भारत सरकार  
 Government of India



शिवजी कृष्णा खराडे  
 Shivaji Krushna Kharade  
 जन्म तारीख / DOB: 01/06/1970  
 पुरुष / MALE



7228 7492 0715

माझे आधार, माझी ओळख

*Signature*



भारतीय विशिष्ट ओळख प्राधिकरण  
 Unique Identification Authority of India

पत्ता:  
 S/O कृष्णा साखराम खराडे, अहिले वी  
 ओप होउसींग सोसायटी, शवले चाव  
 केशवपाडा, पी.के. रोड, कालिदास ग्राह  
 व्ह जवळ, मुलुंड वेस्ट, मुंबई, महाराष्ट्र - 400080

Address:  
 S/O Krushna Sakharam  
 Kharade, Omkar Co Op Housing  
 Society, Chavan Chawl,  
 Keshavpada, P.K. Road, Near  
 Kalidas Narya Graha, Mulund  
 West, Mumbai, Mumbai,  
 Maharashtra - 400080

7228 7492 0715



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9-88		

2088		
25	23	9006
4-128		




 Government of Maharashtra  
 प्रमोद ए. कांबळे  
 Pramod A. Kamble  
 जन्म वर्ष Year of Birth 1981  
 पुरुष Male





3183 4373 3005

आधार - सामान्य माणसाचा अधिकार

*(Handwritten Signature)*




 Unique Identification Authority of India  
 पत्ता S.O. कांबळे, 54, Address S.O. Kamble, 54, KOTHEKAR  
 अलिपट्टा एअर, मड्डम बाई, एन. सी. Road, Kothekar, 54, KOTHEKAR  
 सी. रोड, मुकुंद पेठ, मल्ल वीर जवळे, West Maharashtra, 400085  
 मुंबई, मुकुंद पेठ, मल्लवार्ड, 400085

3183 4373 3005

1817  
1000-300-1817

www.uidai.gov.in

www.uidai.gov.in

वरल - 4		
9028	48	45
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सील - ५		
१८२४	५५	५८
२०१९		

Summary I (GoshwaraBhag-1)

388/1824  
मंगळवार, 05 फेब्रुवारी 2019 5:15  
म.सं.

दस्त गोश्वारा भाग-1

बरल-5 ५६  
दस्त क्रमांक 1824/2019

दस्त क्रमांक: बरल-5 /1824/2019

बाजार मूल्य: रु. 1,47,86,570/- मौबदला: रु. 1,47,87,000/-

भरलेले मुद्रांक शुल्क: रु. 1,100/-

दु. नि. सह. दु. नि. बरल-5 चांचे कार्यालयात  
अ. क्र. 1824 वर दि. 05-02-2019  
रोजी 5:10 म.सं. वा. हजर केला.

धावती 1965

पावती दिनांक 05-02-2019

सादरकरणाचे नाव प्रितम संजय मशिलकर

तोदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1160.00

पृष्ठांची संख्या 58

एकूण 31160.00

दस्त हजर करणाऱ्याची सही

  
सह दु. नि. का. बरोवली

  
सह दु. नि. का. बरोवली

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: \*जंगम मालमत्ता (खंड 25-अ प्रमाणेच)

शिक्का क्रं. 1 05 / 02 / 2019 05 : 0 : 07 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 05 / 02 / 2019 05 : 0 : 45 PM ची वेळ: (फी)

उपस्थित  
• सादर दस्तऐवज हा जंगम मालमत्ता  
वरही मुद्रांक बरोवणीस पाठवणे  
करणे, निष्पत्ती घ्यावी. सादर  
करणाऱ्याची सही  
शिक्का क्रं. 1 05 / 02 / 2019 05 : 0 : 07 PM  
शिक्का क्रं. 2 05 / 02 / 2019 05 : 0 : 45 PM  
दिनांक दिनांक :  
  
दिनांक दिनांक :  
  
सादर करणे



Summary-2( दस्त गोधवारा भाग - 2 )



05/02/2019 5:18:11 PM  
दस्त क्रमांक : बरल-5/1824/2019  
दस्ताचा प्रकार :- करारनामा

दस्त गोधवारा भाग-2

बरल-5  
दस्त क्रमांक:1824/2019

- अनु क्र. पक्षकाराचे नाव व पत्ता
- 1 नाव:मे/- आकार कन्स्ट्रक्शन चे प्रोपरायटर झाकीर अमरुलुल्लाह हुसैन  
पत्ता:प्लॉट नं. 705, बी विंग, माळा नं. :-, इमारतीचे नाव: ताहीमा कॉम्प्लेक्स, ब्लॉक नं: ठाणे, रोड नं: ललाच पाली रोड, एम. एम. वॅली कोसा जवळ, महाराष्ट्र, ठाणे.  
पिन नंबर:ABSPH2632J
  - 2 नाव:प्रितम संजय मशिलकर  
पत्ता:प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुम्बई  
पिन नंबर:BTEPM1584M
  - 3 नाव:प्रोजल संजय मशिलकर  
पत्ता:प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुंड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुम्बई.  
पिन नंबर:CKCPM1834Q

पक्षकाराचा प्रकार  
लिहून देणार  
वय :-39  
स्वाक्षरी:-  
*[Signature]*

लिहून घेणार  
वय :-24  
स्वाक्षरी:-  
*[Signature]*

लिहून घेणार  
वय :-22  
स्वाक्षरी:-  
*[Signature]*



वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:05 / 02 / 2019 05 : 12 : 35 PM

ओळख:-  
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-याना व्यक्तीया: ओळखतात, व त्यांची ओळख पटविताना

- अनु क्र. पक्षकाराचे नाव व पत्ता
- 1 नाव:प्रमोद डी कांबळे  
वय:36  
पत्ता:54, अलीबहादूर चाळ, नेक वाडी, एस.सी.सी. रोड मुलुंड पश्चिम, मुंबई  
पिन कोड:400080
  - 2 नाव:शिवाजी कृष्णा खराडे  
वय:49  
पत्ता:ओमकार कॉ-ऑप हो सो रि., चव्हाण चाळ, केशवपाडा, पी.के. रोड, मुलुंड पश्चिम, मुंबई  
पिन कोड:400080



शिक्का क्र.4 ची वेळ:05 / 02 / 2019 05 : 13 : 29 PM

शिक्का क्र.5 ची वेळ:05 / 02 / 2019 05 : 13 : 33 PM नोंदणी पुस्तक 1 मध्ये

सह दु.नि.का.प्राथमिकी5

EPayment Details:

Sr. Epayment Number  
1. MH01148882261819E

Defacement Number  
0006436240201819

1824 / 2019



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बरल - ५		
१८२४	५८	५८
२०१९		



प्रमाणित करणेत येते की, या  
दस्ताव्यात एकूण.....५८.....पाने आहेत

सह दुय्यम निबंधक बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा

बरल - ५/ १८२४ / २०१९  
पुस्तक क्रमांक १, क्रमांक.....बर  
नोंदला. :- 5 FEB 2019  
दिनांक :

सह दुय्यम निबंधक बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा.

Index-2( सूची - २ )



05/02/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली  
5

दस्त क्रमांक : 1824/2019

नोंदणी :

Regn.63m

गावाचे नाव : मागाठाणे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	14787000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतिलपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	14786570.05

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

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन: सदनिका नं: 1902, माळा नं: 19 बा मजला, इमारतीचे नाव: तल इन प्रयाण बी विंग, ब्लॉक नं: बोरीवली (पूर्व), मुंबई 400 066, रोड: दत्तपाडा रोड, इतर माहिती: सदनिकेचे क्षेत्रफळ 1028 चौ. फुट. कारपेट. कार पार्किंग स्टील नं. 82 आणि 83 चे क्षेत्रफळ 248 चौ. फुट. कारपेट. मुळ दस्त क्रं बरल-5/2047/2018 दिनांक 15/2/2018 या दस्तावर भरलेले मु.पु रक्कम रु 739500/- नदर दस्ता घर मुद्रांक शुल्क अधिनियम 1958 चे अनुच्छेद 5 ग अ 2 अन्वये समायोजित करण्यात येवुन सदर दस्तावर मु.पु फरक रक्कम रु 1100/- वसुल केला आहे. ( C.T.S. Number 68-A : )

(5) क्षेत्रफळ

1) 105.09 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असिल तेव्हा.

(7) दस्तऐवज करुन घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे/- आकार कन्स्ट्रक्शन चे प्रोपरायटर झाकीर अमरुलुल्लाह हुसैन वय:-39; पत्ता:-प्लॉट नं: 705, बी विंग, माळा नं: , इमारतीचे नाव: ताहीमा कॉम्प्लेक्स, ब्लॉक नं: ठाणे, रोड नं: तलाव पाली रोड, एम. एम. वेंती कौसा जवळ, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-ABSPH26323

(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:-प्रितम संजय मणिलकर वय:-24; पत्ता:-प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-BTEPM1584M  
2): नाव:-प्रजित संजय मणिलकर वय:-22; पत्ता:-प्लॉट नं: बी विंग, माळा नं: 1 ला मजला, इमारतीचे नाव: बाल स्मृती, ब्लॉक नं: मुलुड पश्चिम, रोड नं: अंतरिक्ष 3 समोर, मुरार रोड, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-CKCPM1834Q

(9) दस्तऐवज करुन दिल्याचा दिनांक

05/02/2019

(10) दस्त नोंदणी केल्याचा दिनांक

05/02/2019

(11) अनुक्रमांक, खंड व पृष्ठ

1824/2019

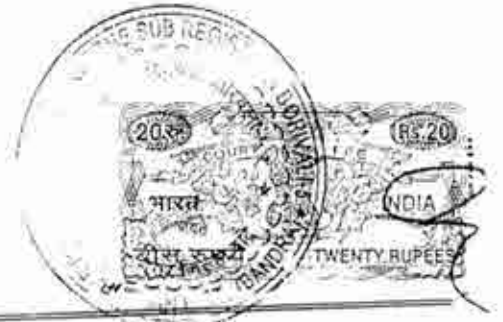
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

1100

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेर



सह दुय्यम निबंधक, बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा.

सह दुय्यम निबंधक, बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा.

#####  
Dated this      day of February, 2019  
#####

BETWEEN

M/S. AAKAR CONSTRUCTION

...Vendor

12.31  
5-2-2019

AND

MR. PRITAM SANJAY MASHILKAR

&

MR. PRANJAL SANJAY MASHILKAR

... Purchasers

AGREEMENT FOR SALE

Flat No.1902, 'B' wing on 19th floor in  
project known as Tatva in 'PRAYAAN'  
situated at Dattapada Road,  
Borivali (East), Mumbai 400 066  
(Jan-10318)



388/2047

पावती

Original/Duplicate

Thursday, February 15, 2018  
5:29 PM

नोंदणी क्र.: 39M  
Regn.: 39M

पावती क्र.: 2227 दिनांक: 15/02/2018

गावाचे नाव: मागाठाणे

दस्तावेजाचा अनुक्रमांक: वरल-5-2047-2018

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मे/- आकार कन्स्ट्रक्शन चे प्रोपरायटर झाकीर अमरुतुल्लाह हुसैन

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2540.00

पृष्ठांची संख्या: 127

एकूण: रु. 32540.00

आपणास मूळ दस्त, पॅबनेल प्रिंट, सूची-२ अंदाजे  
5:29 PM ह्या वेळेस मिळेल.

सह दु.नि.का-बारावली 5

बाजार मूल्य: रु. 14786570.05/-

मोबदला रु. 12336000/-

भरलेले मुद्रांक शुल्क : रु. 739500/-

सह दुज्जम निबंधक बोरीवली क्र. ५,  
मुंबई उपनगर सिव्हर

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/मे ऑर्डर क्रमांक: MH010638095201718E दिनांक: 15/02/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 2540/-



80894/15

Delivery Date: .....

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीप )		15 February 2018 03:14:59 PM	
Valuation ID	201802154143		
प्लॉट-5			
मूल्यांकनाचे वर्ष	2017		
जिल्हा	मुंबई (पुणेनगर)		
मूल्य विभाग	80-नागावडण ( बांधीपली )		
उप मूल्य विभाग	80(18)अभागा उत्तरेक राजेंद्रनगर शहरीय 30.00 चौ.मि.चे वरत, पूर्वेक दुय्यती मार्ग, दक्षिणेक गावाची सीमा व पश्चिमेक रेल्वे लाईन		
सर्व्हे नंबर व/अ प्रमाणक	इतर #		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर क. धुनी जमोन	निवासी सदनिका	कर्योराय	टुकाने
55400	114800	157300	210100
आंशिक मूल्यदर	114800	157300	210100
बांधीप क्षेत्राची माहिती			
मिळकतीचा क्षेत्र	105.09घोरस मीटर	मिळकतीचा वापर	घरातील वास्तविक
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे बंध	8 (1) 2वरी
उद्बवाहन सुविधा	आहे	मजला	210 Floor 10-3000 Room
मजला निहाय घटक/वाढ	= 115% apply on 114800 = Rs. 132020/-		
घरास-बांधकाम मिळकतीचा प्रति चौ. मीटर मूल्यदर	= (वार्षिक मूल्यदर / कुलूच जमिनीचे क्षेत्र) + धरा-जमिनीचा प्रतिच चौ. मूल्य + जमिनीचा दर = (114800/105.09) + 1100 + 55400 = Rs. 132020/-		
A) मूल्य मिळकतीचे मूल्य	= घरील प्रमाण मूल्य दर * मिळकतीचे क्षेत्र = 132020 * 105.09 = Rs. 13873981.8/-		
B) वदिल्ले वाहन तळाचे क्षेत्र वदिल्ले वाहन तळाचे मूल्य	27.65घोरस मीटर = 27.65 * (132020 * 25/100) = Rs. 912588.25/-		
एकत्रित प्रतिम मूल्य	मूल्य मिळकतीचे मूल्य + तळाचा मूल्य + मजला वर मूल्य + तलातच्या संपदीचे मूल्य + इतर तळाचे मूल्य + वदिल्ले वाहन तळाचे मूल्य + धुनी जमिनीचे क्षेत्र तळाचे मूल्य + इतराची भौतिकीय धुनी जमिनीचे मूल्य = A + B + C + D + E + F + G + H = (13873981.8 + 0 + 0 + 0) + 912588.25 + 0 + 0 + 0 = Rs. 14786570.05/-		



वरल - 5/  
2018 9 22E  
2018

2/14/2018

[https://greval.maharashtra.gov.in/valuation/Disp\\_report/Viewreport/](https://greval.maharashtra.gov.in/valuation/Disp_report/Viewreport/)

Valuation id : 2018021464

## Valuation Report

Date :14/02/2018

## Location Details

Division: Mumbai

District: मुंबई(उपनगर)

Zone: 86-मागाठाणे ( बोरीवली )

Attribute: सि.टी.एस. नंबर

Sr.No: 68A

SubZone: 86/389भुभाग: उत्तरेस राजेंद्रनगर समोरील 36.60 मी.वि.यो. रस्ता, पूर्वेस द्रुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे लाईन.

Palika: Mumbai subarbs

Land Type: Built up land

Occupied By: owner occupied



बरल - ५/		
२०१७	२	१२६
२०१८		

## Rate Details

Open	Residence	Office	Shop	industry	Unit
55400	114800	157300	210100	114800	Square Meter

## Area Details

Build Area	105.09	As Per Person
Unit	चौ. मीटर	
Depreciation	0 TO 2	
Construction Type	1-आर सी सी	

## Other Details

Covered parking area 27.65 चौ. मीटर Rate for cover parking Rs.132020/-

### Details

In Big Project / Township No  
Lift Available Yes  
Floor 21st floor To 30th floor

### Valuation Details

ASR Rate Rs.114800/-  
Cost after applying Lift Rs.132020/-  
Cost after applying depericiation Rs.132020/-  
Cost of Build Rs.13873982/-  
Cost of cover parking Rs.912588/-  
Final Valuation cost Rs.14786570/-



### Stamp Duty Details

Article Type Agreement To Sale/-  
Consideration Amount Rs.12336000/-  
Market Value Rs.14786570/-  
Stamp Duty Rs.739400/-

वरल - ५/		
२०१६	३	१२६
२०१६		



**CHALLAN**  
MTR Form Number-6

GRN	MHD10638095201718E	BARCODE	Date		14/02/2018-18:06:37	Form ID	25.2
Department			Inspector General Of Registration				
Type of Payment			Stamp Duty Registration Fee				
Office Name			BRL5_JT SUB REGISTRAR BORIVALI 5				
Location			MUMBAI				
Year			2017-2018 One Time				
Account Head Details		Amount In Rs.	Premises/Building				
0030045501 Stamp Duty		739500.00	ROAD/STREET				
0030063301 Registration Fee		30000.00	Area/Locality				
			Town/City/District				
			PIN				
			4 0 0 0 6 6				
			Remarks (If Any)				
			PAN2=AACCG7677G--SecondPartyName=GITANJALI INFRATECH LTD-				
Total		7,69,500.00	Amount In	Seven Lakh Sixty Nine Thousand Five Hundred Rupees			
			Words	Only			
Payment Details			BANK OF BARODA				
Cheque/DD Details			FOR USE IN RECEIVING BANK				
			Bank CN	Ref. No.	02003942018021401894	82427242	
Cheque/DD No.			Bank Date	RBI Date	14/02/2018-18:09:08	Not Verified with RBI	
Name of Bank			BANK OF BARODA				
Name of Branch			Scroll No. Date		Not Verified with Scroll		



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 यादर चालन केवल दुर्यम निवृत्त करालयत नोदणी करवायाच्या दस्तासती लागू आहे. नोदणी न करवायाच्या दस्तासती सदर चालन लागू नाही.

*Handwritten signature*

बल - ५/		
२०१७	४	१२६
२०१८		





बरल - ५/		
२०४७	६	१२६
२०१८		



करारनामा दस्त क्र. बरल ५/२०१७/२०१८ दि. १५/२/२०१८ या दस्तावर  
 भरलेले मुद्रांक शुल्क रू ७४९५००/- दस्त क्र. बरल ५/१९२४/२०१९ दि. ५/२/२०१९  
 या दस्तावर " मुद्रांक शुल्क अधिनियम १९५८ चे अनुच्छेद ५ ग अ II" अन्वये  
 समायोजित करण्यात आला आहे.

सह दुय्यम निबंधक त्रोरीवली क्र. ५,  
 मुंबई उपनगर जिल्हा



बरल - ५/		
२०१७	७	१२६
२०१८		

#### AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai on this 15<sup>th</sup> day of February 2018 BETWEEN GITANJALI INFRATECH LIMITED, a company incorporated under the Companies Act 1956, having its registered office at 7<sup>th</sup> floor, A wing, Laxmi Towers, Bandra Kurla Complex, Bandra (E), Mumbai 400 051, hereinafter referred to as "PROMOTERS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-law) of the ONE PART;

AND

M/s AAKAR CONSTRUCTION THROUGH HIS PROPRIETOR MR. ZAKIR AMARULULLAH HUSSAIN adult, Indian Inhabitant of Mumbai, having address at 705 TAHIMA COMPLEX, B WING, TALAO PALI ROAD, NEAR M.M VALLY KAUSA, TAHNE, MAHARASHTRA- 400612, hereinafter referred to as "PURCHASER/S"/"BUYER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors, administrators and permitted assigns) of the OTHER PART;

## WHEREAS:

- (1) By a Deed of Conveyance dated 7<sup>th</sup> December 1989 and registered with the Office of the Sub-Registrar of Assurances at Mumbai bearing registration No. PBBJ-1489-90 at pages 226 to 237, Volume 1522 of Additional Book No. I dated 21.11.1992 and duly executed by and between The President of India through the Central Board of Direct Taxes (North Block) New Delhi, therein called the Vendors of the One Part and M/s. Gitanjali Gems Limited, therein called the Purchasers of the Other Part, the Vendors therein sold unto the Purchasers therein the said property being all that piece or parcel of vacant land situate, lying and being at Village Magathane, Taluka Borivali in the registration District and Sub-District of Mumbai Suburban as per previous title documents and as per the CTS Extract bearing Survey No. 132 (Part), S. No. 134, Hissa No.1 part bearing C.T.S. No. 68-A in all admeasuring 7937.8 square meters or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said Land") at an auction which took place on 17<sup>th</sup> May 1989 under the instructions of the Chief Commissioner, Income Tax (Technical) at M/s. Bennet & Co., by declaring the Purchaser therein as the highest bidder thereto.
- (2) By a Deed of Conveyance dated 3<sup>rd</sup> May 2011 and registered with the Office of the Sub-Registrar of Assurances at Borivali bearing registration No. BDR5-3735-2011 and duly executed by and between M/s. Gitanjali Gems Limited, therein called the Vendors of the One Part and M/s. Gitanjali Infratech Limited, therein called the Purchasers of the Other Part (the Promoter herein), the Vendors therein sold unto the Purchasers therein the said Land for the consideration and upon the terms and conditions therein contained.
- (3) By virtue of the above Deed of Conveyance dated 3<sup>rd</sup> May 2011, the Promoter is the absolute owner of and is well and sufficiently entitled to the said Land which is shown surrounded by red coloured boundary line on the sanctioned Lay-out plan thereto annexed and marked Annexure "A";
- (4) The Promoters have evolved a scheme for development of the Land and setting up 2020 constructing a Residential Complex thereon (hereinafter referred to as "the Project") to be known as "TATVA" to be undertaken in a phase-wise manner which involves (i) construction of Residential Buildings (consisting of residential flats, and car parking spaces) on the Land through utilization of the full potential of the Land through utilization of the existing, new and additional

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F.S.I. and Compensatory F.S.I. and Transferable Development Rights (hereinafter referred collectively to as "FSI / TDR") which may be applicable/permissible/ available in respect of the entire Land from time to time in accordance with the sanctioned Plan, as may be modified from time to time and the Commencement Certificates and further Commencement Certificates to be issued by Municipal Corporation for Greater Mumbai (MCGM), from time to time (ii) sale of areas in the buildings to be constructed on the Land on what is popularly known as "Ownership Basis" under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and/or letting out the built-up areas to lessees and/or licensees, and franchisees to carry on any lawful businesses for such consideration and on such terms and conditions as may be decided by the Promoters (iii) the development and/or surrender of buildable and/or non-buildable reservations on the said Land and to utilize the benefits arising thereupon in such manner as the Promoters deems fit and proper;

- (5) The Promoters have entered into a Standard Agreement with M/s. Tee Arch Consultants Pvt. Ltd., Architect (hereinafter referred to as the "Project Architects") registered with the Council of Architects and such Agreement is as per the format Agreement prescribed by the Council of Architects;
- (6) The Promoters have appointed M/s. Shanghvi & Associates Consultants Pvt. Ltd. as Structural Engineers for the preparation of the structural designs and drawings for development and construction of the buildings;
- (7) The Promoters have commenced the development of the said Land in phase-



manner.  
The subject matter of this Agreement is project named TATVA ("the said building") ground plus several upper storey's to be constructed on the said land.  
A purchaser being interested in acquiring a flat has applied to the Owners for allotment/Purchase of Flat No.1902, 'B' wing on the 19<sup>th</sup> Floor admeasuring 1028 sq.ft. Carpet area inclusive of all such areas which are part of FSI in the Building known as TATVA in PRAYAAN (B) Wing (hereinafter the said building) Parking space located at Stilt level No 82 & 83. admeasuring area 248 Sq.ft. Carpet area in the Stilt area. The above said parking space are allotted free of cost are more particularly described in the Second Schedule hereunder.

*[Handwritten signatures]*

वरल - ५/		
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and shown on the floor plan hereto annexed and marked as Annexure "B" together with amenities and facilities as set out in the third Schedule hereto (hereinafter for brevity's sake (wherever applicable) referred to as the said "Flat/Unit");

- (10) The Carpet Area of the said Apartment is 1028 sq.ft. and "Carpet area" means the net usable floor area on an apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- (11) The Promoters have got the plans, of the said Buildings to be constructed by them approved from MCGM vide its IOD no CHE/A-4789/BP(WS)/AR dated 19 July 2012 and Commencement Certificate No.CHE/A-4789/BP(WS)/AR Dated 3<sup>rd</sup> September 2010 ("Building Plan"), for the construction of the said Building and the Promoters have commenced the work of construction of the said Building. The aforesaid building permission is annexed hereto and marked as Annexure "C";
- (12) A copy of the Certificate of Title dated 4<sup>th</sup> August 2011 in respect of the said Land issued by M/s. Anant B. Shinde & Co, Advocates and Solicitors is annexed hereto and marked as Annexure "D";
- (13) A copy of the PR CARD extract issued by the Talathi Office/City Survey Office showing the nature of title of the said Land is annexed hereto and marked as Annexure "E";
- (14) The Purchaser/s is aware that the Promoters will enter into separate Agreements with several Purchasers of the Flats on ownership basis for such consideration and on such terms and conditions as the promoter may deem fit and proper.

बरात - २१		
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(१५) The Purchaser has demanded from the Promoters and Promoters have given inspection to the Purchaser/s of all the documents relating to the Land and the		

- Layout Plan, Building Plan, Commencement Certificate, designs and specifications prepared by the Project Architects, and all other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 ("RERA ACT") and Maharashtra Ownership of Flats (Regulation and Transfer) Act, 1963 Promotion of Construction, Sale, Management and

*[Handwritten signatures]*



(Maharashtra Act No. XLV of 1963) as amended from time to time (herein referred to as "the said Act") as well as the Maharashtra Ownership of Flats Rules, 1964 (hereinafter referred to as "THE SAID RULES") and the Rules made there under and the Promoters have supplied to the Purchaser copies of such of the documents as are mentioned in Rules of the above referred Act as demanded by the Purchaser. The Purchaser has seen the building plan in respect to the said Building as at present envisaged and approved by the Municipal Corporation for Greater Mumbai. The Purchaser hereby confirms that the Promoters have produced for inspection of the Purchaser all information and documents and have made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and have no further or other information nor disclosure to be required from the Promoters;

- (16) This agreement is entered into by the Purchaser/s on a specific understanding that all the mandatory provision under the RERA Act shall be applicable and binding upon the parties hereto. The Purchaser/s shall enter into deeds, documents and writings as and when required upon by the Owners/Builders to comply with all the necessary formalities under the RERA Act.
- (17) The Purchaser has with full knowledge of the Project outlined above and all the terms and conditions and covenants contained in the papers, plans, and approvals referred to herein above agreed to purchase and acquire from the Promoters at and for the agreed lump sum purchase price and consideration and upon and subject to the terms and conditions and covenants herein contained the said Flat;

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

- (1) The Recitals, Annexure and Schedules in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the development of the Land, this Agreement shall be read and construed in its entirety.



The Promoters will, under normal circumstances, construct or get constructed the said Building being a ground plus several upper storey's on the said Land in accordance with the sanctioned Building Plan vide the Commencement Certificate the original whereof have been inspected by the Purchaser/s prior to execution of this Agreement. The Purchaser/s hereby agree/s to the Promoters making such variations, modifications and additions in the Layout

*[Handwritten signatures]*

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Plan, Building Plans and in the said Building, the said Flat, as the Promoters or the Project Architects may consider necessary or expedient by or as may be required by any public or local body or authorities. This shall operate as an irrevocable consent of the Purchaser/s to the Promoters under Section 7 of the said Act for carrying out changes in the sanctioned Layout Plan and/or Building Plans. It is clarified that subject matter of this Agreement shall always be restricted to the said Flat to be constructed in the said Building.

(3) The Promoters have registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at Tehsil Kurla No.P51800004498. Section 13 of the said Act requires the Promoter to execute a written Agreement for Sale of said Premises with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

(4) The Purchaser/s shall purchase and acquire from the Promoters the said Flat No. 1902, 'B' wing on the 19<sup>th</sup> floor admeasuring 1028 sq. ft. of Carpet Area inclusive of all such areas which are part of FSI in the Project known as TATVA in PRAYAAN B Wing (hereinafter the said building) Parking space located at Stilt level No 82 & 83. Admeasuring area 248 Sq.ft. Carpet area in the Stilt area and said parking space allotted free of cost are more particularly described in the Second Schedule hereunder and shown on the floor plan hereto annexed and marked as ANNEXURE "B" together with amenities and facilities as set out in Third Schedule hereunder written (hereinafter for brevity's sake (wherever applicable) referred to as the said "Flat" to be constructed on the portion of the said Land, for the lump sum purchase price and consideration of Rs.1,23,36,000/- (Rupees One Crore Twenty Three Lacs Thirty Six thousand Only) ("the Consideration"). The Promoters shall provide in the said Building together with fixtures and fittings as per details in the Third Schedule hereunder written.

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(5) Purchaser/s is the contractor appointment by the Promoters herein to construct the said building with labour and material for a contract value of Rs. 39,84,82,511/- to be paid by the Promoter to the Purchaser/s in installments. Copy of work, the Copy of Construction work agreement which is attached herewith as Annexure "F" hereto and it is specifically agreed by both the parties herein that the said amount of consideration of 1,23,36,000/- (Rupees One Crore Twenty Three Lacs Thirty Six thousand Only) shall be adjusted towards the payment of

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the said construction work agreement running invoice raised by the said Purchasers herein and shall be deemed to be the payment in respect of the said Flat.

- (6) The Purchaser hereby expressly consents and does not have objection to the redesigning or relocating or shifting of any flat, parking space, building/s or the recreation area or internal roads, path-ways and passages and such other area or areas which the Promoters may desire to realign and redesign or shift in the Layout.
- (7) The Purchaser has agreed to acquire the said Flat after thorough enquiries and inspection of the said Land. The Purchaser has inspected the original Title Certificate dated 4 August 2011 issued by M/s. Anant B. Shinde & Company, Advocates and is satisfied with the same. The Purchaser hereby undertakes not to raise any objection and/or requisitions to the right and title of the said Land and to develop thereof;
- (8) (a) The possession of the said Flat under normal circumstances shall be delivered by the Promoters to the Purchaser on or before December 2018, subject to the provisions of sub-clauses (b), (c), (d) and (e);
- (b) The Purchaser shall be entitled to take possession of the said Flat only if the Purchaser duly observes and performs and discharges in full of all the obligations and stipulations contained in this Agreement.
- (c) Before taking possession of the said Flat and thereafter whenever required by the Promoters, the Purchaser/s shall sign and deliver to the Promoters (i) all writings and papers as may be necessary, including letters of possession and for electric meter, transfer forms, affidavits and other papers for formation and registration of the proposed Society, (ii) a specific Undertaking that the Purchaser/s will not obstruct, hinder or interfere with the continuance or resumption of development of the remaining Portions of the said Land or with the development of the remaining Land, the Infrastructure and the Amenity Plots as envisaged under the Scheme of Development; (iii) the Purchaser/s shall pay the Promoters all the charges and/or deposits payable to the concerned authorities for water connection and electricity charges which become payable in respect of the said Flat or the same shall be reimbursed to the Promoters by the Purchaser/s and (iv) the Purchaser shall also pay proportionate share in respect of all payments made/or required to be made, by way of



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betterment charges, development charges, contributions, Municipal Taxes, Property Taxes, Service Tax/GST, VAT and any other taxes in respect of the said Building under construction, rates, cesses, charges and any other levies demanded by any other statutory bodies/authorities and shall not raise any objection in respect thereof;

(d) Notwithstanding anything contained in this Agreement, the Promoters shall not incur or suffer or admit any liability if they are unable to complete the Building and to deliver possession of the said Flat by the aforesaid date, owing to events of force majeure and acts beyond the reasonable control of the Promoters including non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or financial condition of the Promoters, any strike, lock-out, bandh or other like cause or any force majeure or vis majeure or procedural delay in obtaining the Amended Plan/Further CC/Occupation Certificate/the Building Completion Certificate/s from MCGM or any other authorities or for any and such other reason beyond the control of the Promoters. It is agreed that in any of the aforesaid events the Promoters shall be entitled to appropriate extension of time for delivery of possession of the said Flat and the Purchaser hereby confirms and consents to such extension without any precondition;

(e) Upon taking possession of the said Flat and thereafter, the Purchaser/s shall be entitled to use and occupy the said Flat for the purpose for which it was agreed to be purchased, but without having any claim against the Promoters as to specifications, amenities or any defect in the building material used in construction of the said Flat. The Purchaser shall not be entitled to and shall not change the user of the Flat;

(9) Commencing a week after notice is given by the Promoters to the Purchaser that the said Flat is ready for use, the Purchaser shall be liable to bear and pay all applicable taxes including but not limited to Service Tax/GST, VAT, any other

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outgoings payable in respect of the said Flat (including the taxes assessed or non-assessed and or any increase thereon) mentioned in clause 5 of the Agreement. The Purchaser agrees and binds themselves/himself/herself to pay regularly every month, by the 5<sup>th</sup> of each month to the Promoters until the Co-operative Society and or Organisation is formed and/or Conveyance Deed of the Land and or portion of Land and the said Building thereon is executed in



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Co-operative Society and or Organisation by the Promoters the proportionate share that may be decided by the Promoters for (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the Land or portion of the Land and / or the said Building including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the said Building including the said Flat and the amenities, common lights and other outgoings and maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the said Land or portion of the Land and the said Building;

(10) It is expressly agreed that the Purchaser shall on the delivery of possession of the said Flat and/or 7 (Seven) days after notice is given by the Promoters to the Purchaser that the said Flat is ready for use whichever being earlier pay the under mentioned amounts to the Promoters.

- (a) Rs. 600/- (Rupees Six Hundred only) towards non refundable deposit for share money / application / entrance fee of the Society
- (b) Rs. 50,000/- (Rupees Fifty Thousand only) towards non refundable deposit for formation and registration of the Co-operative Society and Organisation; and towards Legal Charges
- (c) On Actual (Rupees Fifteen Thousand only) towards non refundable deposit towards installation of water meter.
- (d) On Actual (Rupees Thirty Five Thousand only) towards non refundable deposit towards installation of Electric meter.
- (e) Rs. 1,24,080/- (Rupees One lac twenty four thousand eighty rupees only) towards development charges.
- (f) Rs. 2,48,160/- (Rupees Two lac forty eight thousand one hundred sixty rupees only) towards 24 months advance provisional maintenance charges
- (g) Rs. 4,00,000/- (Rupees Four lac only) towards Club Charges
- (h) Rs. 1,03,400/- (Rupees One lac Three thousand four hundred only) towards Corpus Fund
- (i) Value Added Tax (VAT) at actual as and when it is applicable and any increase therein shall be borne by the purchaser.



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his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.

- (14) It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said Premises, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its rights, title or interest in respect of the said Property or any part thereof. The Promoter shall also be free to construct sub-station for electricity supply, office for co-operative society/condominium/body corporate, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchmen's cabin, toilet units for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the purchaser as required by any authority under any law concerning authorities of building or implementation of the scheme for the development of the said Property.
- (15) Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be constructed as waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice, limit or affect the rights of the Developers.
- (16) The Purchaser shall not use the said Flat for any other purposes other than as a private residence and the said car-parking space for parking a Light motor vehicle and the Purchaser shall not use or cause to be used the said Flat or any part thereof for any immoral or illegal purpose or in a manner which may be or is likely to cause nuisance or annoyance to the occupiers of other Flats and other building or to the Promoters or Occupiers of the neighboring buildings on the Land. The Purchaser shall not make any structural changes in the said Flat and shall be entitled to only do the necessary interior work and repairs. The elevation of the said Flat and the said Building shall not be changed and/or disturbed by the Purchaser.
- (17) The Purchaser hereby agrees with the Promoters to pay the share of taxes and any increases thereof of all taxes assessment, dues, cesses and outgoings, in respect of the said building and/or the said Land and/or any portion thereof, and the Purchaser shall not be entitled to the extent of future P.S.



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(whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoters and the Promoters shall always be entitled to utilize and exploit the same on the said Land or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and the Co-operative Society/ies and the Organizations shall not have any objection in this regard. The Purchaser shall do all other acts, deeds, matters and things as may be necessary to enable the Promoters to continue / resume the development of the remaining portions of the said Land without any obstruction, hindrance or interference from the Society or any of its members. The Project shall deemed to be completed upon the development of the entire Land by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the Land in accordance with any scheme introduced by the Government, MCGM or any other statutory bodies/authorities and on completion of the construction of all Buildings thereon and the sale of Buildings or built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and / or let-out made with purchasers and / or lessees, licencees, etc. and formation of Co-operative Society and Organisation and execution of conveyance in favour of the Society and the other Organisation. The Purchaser shall not raise any objection and/or claim any compensation if the area of the Land or the portion of the said Land to be transferred to the Society or Organisation is less or more than the area shown in the First Schedule hereunder written.

(18) The Purchaser hereby further covenants with the Promoters that:-

- (i) the Purchaser shall within 7 (Seven) days of the receipt of the demand letter from the Promoters maintain the said Flat at his / her/their own cost in a good condition and shall not do or suffer to be done anything in or to the said Flat and/or common passages, or the compound which may be against the Rules or Bye-Laws of the Municipality or MCGM or any other Government Body and shall also comply with the orders passed by the Government of Maharashtra and other authorities under the provisions of Law;

The Purchaser shall maintain the said Flat, in the form as the Promoters constructs it and shall not at any time affect/alter the elevations in any manner whatsoever or alter the size and position of any

अरल - ५		
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- of the windows of the said Flat without the prior consent in writing from the Promoters and or the approvals from the concerned authorities;
- (iii) the Purchaser shall, if required, at his/her/their/its own costs fit the external grills to the windows of the design, size, material and colour as stipulated by the Promoters and which shall be uniform for all the other purchasers and shall fit them at the position and location as stipulated by the Promoters without causing any violation or breach of any nature whatsoever;
- (iv) The Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Land and/or in the building/s to be constructed thereon and also the flats, parking and other space and other premises entirely at their own discretion and upon such terms and conditions that the Promoters at any stage shall deem fit and proper and the Purchaser will not be entitled to object to the same;
- (v) not to store in the said Flat any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage any part of the Building or storing of which goods is objectionable to 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 stair-cases, common passages or any other structure of the Building and in case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and damages;
- (vi) not to do or suffer to be done anything in or to the Building in which the said Flat is situated or in the said Flat which may be against the Rules and Regulations and Bye-Laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (vii) not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or subtraction of whatever nature in or to the said Flat or any part thereof nor any work which the elevation and outside colour scheme of the Building is affected and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other



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- parts of the Building in which the said Flat are situated without the prior written permission of the Promoters and the Society or any other Organisation or the concerned local authorities and/or any other public bodies; and not to chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardsis or other structural chambers or load bearing structures in the said Flat in any manner.
- (viii) not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building in which the said Flat/s are situate or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
  - (ix) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the said Land and/or the Land or the adjacent Buildings or open spaces and the Building;
  - (x) The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the resident /occupants of the building in the jurisdiction of MCGM. The necessary condition in the sale agreement to that effect also shall be incorporated by the developer/owner.
  - (xi) Pay within 7 (Seven) days of demand, his/her/t'.eir/its share of security deposit/maintenance or any other charges as demanded by the Promoters,
  - (xii) The Purchaser shall observe and perform all the Rules and Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies in matter of use and enjoyment of the Flat; and
  - (xiii) the purchasers shall not at any time cause or permit any public or private nuisance in or upon the said Flat or the said Building or the said Land, and/or any portion thereof, open spaces and/or the Land or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Promoters or to the occupants of the neighboring Buildings;

(xiv) The purchaser/s herein hereby agrees & confirms that he/she/they will/shall not have any complaint regarding any activity on the amenity plot of M.C.G.M handed over by the promoter herean. This is agreed upon by and between the parties that the Hon'ble Municipal Commissioner has granted the condition to deficiency in open spaces for the Building by charging premium as per the bye-laws. It is

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hereby agreed that no complaint will be lodged to the M.C.G.M or any Government or semi Government authority including in the court of Judicature for allowing the deficient open spaces provided by the Developer around the Building.

(xvi) It is further agreed by and between the parties that I/We will not complain or take objection for carrying on the construction all around neighboring buildings/ land with their deficient open spaces at any time in future stating that I/We are deprived of the open spaces surrounding our / their building.

(19) Nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said Flat or the said Land or the said Land, hereditaments and premises or any part thereof or of the said Buildings thereon or any part thereof. The Purchaser shall have no claim whatsoever except in respect of the said Flat hereby agreed to be acquired. All other open spaces, un sold / un- allotted flats and parking spaces etc. in the said Building or in any other buildings/structures (if any), and the said Land, shall remain the property of the Promoters until the said Land and the said Building and other buildings upon the said Land are demised under a Conveyance to the Society and Organisation as herein mentioned;

(20) The Purchaser and the persons to whom the said Flat (with the prior written permission of the Promoters) are let, sub-let, transferred, assigned, given possession of, shall observe and perform all the Bye-laws and/or the Rules and Regulations which the Co-operative Society or any other Organization and from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or the Co-operative Society may require for safeguarding the interests of the Promoters and/or of the other purchasers of flats or shops in the said Building and any other buildings/structures (if any) upon the said Land;

(21) The Purchaser hereby agrees and undertakes to become and be a member of the Co-operative Society or any other Organisation to be formed in the manner herein appearing and also from time to time sign and execute all applications for formation and the registration of the Co-operative Society and other papers and documents necessary for becoming a member, including the Bye-Laws of the proposed Society or any other Organisation to be duly filled in, sign and return the same to the Promoters within 10 (ten) days of the same being sent by the Promoters to the Purchaser and to do all acts, deeds, matters and things as may



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be necessary for safeguarding the interest of the Promoters and of the other purchasers of the other flats, parking and other spaces in the Building and/or the said Land or any portion thereof. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of Co-operative Societies or any other competent authority;

(22) It is expressly agreed that the Promoters shall always have a right and be entitled, even after the execution of the conveyance in respect of the said Land and/or the portion of the said Land and the buildings constructed thereon in favour of the Co-operative Society, to put hoardings on the said Land or any parts thereof or the building or buildings thereon including on the terrace and on the parapet wall of the said Building and the said hoardings may be illuminated or comprising of neon sign and for that purpose Promoters are fully entitled to and authorised to construct or allow temporary or permanent construction or erection for installation either on the exterior of the said buildings or on the said Land as the case may be. It is expressly agreed that Promoters shall be entitled to sell to any person's hoarding rights (including rights to put-up hoarding in the compound and on the Terraces) of buildings within the said Land and further the Promoters will be entitled to use and allow third parties to use any part of the Building and the said Land for installation of cables, satellite, communication equipment, cellular telephone equipment radio turnkey equipment, wireless equipment etc. The Purchaser and/or the Co-operative Society agree not to object or dispute the same. It is expressly agreed between the parties hereto that the Promoters are entitled to transfer, assign and/or deal with or dispose off its rights under this clause to any person or persons;

(23) It is expressly agreed and the purchaser is aware that as a result of changes on the building plans of the said building, the shares of the said unit and/or purchaser in the common areas and facilities may increase or decrease. The purchaser hereby expressly consents to such changes in the shares and hereby expressly authorizes the Developer to so increase or decrease the said share of the Unit and/or the Purchaser/s in the common areas and facilities of the said building and the purchaser hereby irrevocable agrees to accept the said shares as changed aforesaid.

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(24) The Purchaser along with other purchasers who take up have taken the other flats in the said building shall form themselves into a Co-operative Society under the

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Maharashtra Co-operative Societies Act, 1960 and the rights of the purchasers as the purchaser of the flat or shop will be recognized and regulated by the provisions of the said Co-operative Society and the Rules and Regulations framed by the Co-operative Society but subject to the terms of this Agreement notwithstanding the formation of the Co-operative Society or the execution of the conveyance in favour of Co-operative Societies and Organisations including such Co operative Society;

- (25) In the event of the Co-operative Society being formed and registered before the sale and disposal by the Promoters, of all the flats respective built-up areas in the said Building and any other buildings/structures (if any) constructed/to be constructed upon the said Land, the power and authority of the Co-operative Society or any other Organisation so formed or of the purchasers of the other flats and shops in the said Building and any other buildings/structures constructed/to be constructed upon the said Land, shall be subject to the overall authority and control of the Promoters in respect of matters concerning the said Building and any other buildings/structures constructed/to be constructed upon the said Land. the construction and completion thereof and all amenities pertaining to the same, and in particular the Promoters, shall have the absolute authority and control as regards their respective unsold Premises and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold Flats, then held by them respectively. In case the conveyance is executed in favour of the Co-operative Societies or any other Organisations before the disposal and allotment by the Promoters of its unsold flats, the Promoters shall join in as the developer/members in respect of their respective unsold premises, and as and when such premises are sold to the persons of the choice at the discretion of the Promoters the entire realizations shall belong to the Promoters alone in respect of these unsold premises. The Co-operative Society or any other Organisation shall admit as its members, all such purchasers of such premises without charging any premium and/or transfer fees or any other amounts.

- (26) The Promoters' Advertisements shall prepare all documents to be executed in pursuance of this Agreement and also the Bye-laws in connection with the formation, registration and / or incorporation of the Co-operative Society or any other Organisation. All costs, charges and other expenses in connection with the preparation and execution of the conveyance and other documents and formation and registration of the Co-operative Society or any other Organisation shall be



विल - 41		
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borne, shared and paid by all the purchasers of flats and shops in the buildings in proportion to the respective carpet area of their respective flat and shop and/or paid by such Co-operative Society or any other Organisation;

- (27) The full ad-valorem stamp duty in accordance with the Bombay Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement and the conveyance to be executed in favour of such Co-operative Society or any other Organisation shall be borne and paid by the Purchaser alone.
- (28) The Non-refundable deposits that may be demanded by or paid to MCGM and/or concerned authorities for the purpose of sanctioning the Plans and / or issuing the Commencement Certificate/s and/or Occupation Certificate/s and/or Building Completion Certificate/s and for giving water connection and for any other purpose to the said Building shall be payable by all the purchasers of the said Building in proportion to the respective carpet area of their respective flats, the amount of the same to be determined by Promoters. The Purchaser agree to pay to Promoters within eight days of demand, such proportionate share of the Purchaser of such deposit;
- (29) If at any time any further tax and / or charges, and / or betterment charges or other levy are charged, levied or sought to be recovered by BMC, Government and / or any other public authority in respect of the Land or any portion thereof and / or the Building and/or the approval of construction or occupation thereof the same shall be borne and paid by all the purchasers in proportion to the respective carpet area of their respective flats;
- (30) The Purchaser shall permit the Promoters and its surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof (and the Purchaser shall make good, within three months of the Promoters giving a notice, all defects, decays and works of repairs of which such notice in writing shall be given by the Promoters to the Purchaser) and also for the purpose of repairing any part of the Building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and receiving in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving of use for the said Building, or the said Land, and also for the purpose of testing, maintaining, repairing and testing drainage and water.

बरल - ५  
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and cables within the said Land and for similar other purposes and for all other purposes contemplated by this Agreement;

- (31) All amounts and/or deposits payable by the Purchaser under these presents shall be by cheques/DD/Pay order drawn by the Purchaser in favour of "Gitanjali Infratech Limited." and be delivered to the Promoters at the appropriate time stipulated in these presents;
- (32) The Purchaser has been informed in course of the negotiations for purchase of the said Flat that the Promoters shall in accordance with the Scheme for Development as may be modified from time to time develop the Land in Phases. The Agreement to purchase the said Flat or the delivery of the said Flat to the Purchaser or the formation of the Co-operative Society or execution of the conveyance in favour of the Societies and Organisation shall not in any event prevent the Promoters from continuing the development of the Land and to construct buildings thereon in accordance with the approvals obtained and to be obtained from MCGM and all the other concerned authorities. The Co-operative Societies or Organisations when formed and registered shall fully co-operate with the Promoters in the matter of implementation of the Scheme for Development and the development of the Land without creating any obstruction, hindrance or interference. It is anticipated that during the course of the said development there may be a temporary suspension/cessation of water, electricity or other common amenities and facilities or some hardship and inconvenience resulting there from to the Purchaser and the Society and Organisation. The Promoters shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf;
- (33) It is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell, or transfer, lease or give on licence, assign or otherwise deal with or dispose of to anyone of their choice the terrace above the top floor of the said Building subject to the necessary means of access to be permitted for the repair and maintenance of the Water Tanks and the Lift Machine. The purchaser/s of such terrace shall be entitled to make use of the same for all purpose whatsoever as permissible by law. However, the purchaser shall not enclose or cover the said terrace without the written permission of the Promoters and/or the Society, as the case may be and BMC;



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(34) It Is Also Understood And Agreed By An Between The Parties Hereto:-

- (a) that the terrace space in front of or adjacent to the flats in the said Building, if any, shall belong exclusively to the respective purchasers of the said flat or shop if allotted by the Promoters and such terrace spaces are intended for the exclusive use of the respective terrace flat or shop purchaser. The terrace shall not be enclosed by such purchaser till the permission in writing is obtained from the Promoters and the concerned local authority and the Society as the case may be;
- (b) The aggregate of the carpet areas mentioned herein for flats shall be used for determining the proportionate distribution amongst the various purchaser/s of any common expenses incurred or to be incurred on the Buildings and the said Land or any portion thereof. The contribution by the Purchaser towards the provisional maintenance charges will be determined in proportion to the carpet area acquired by the Purchaser;
- (c) that irrespective of disputes if any, which arise between the Purchaser and the Promoters and / or the said Co-operative Society or any other Organisation all amounts, contributions and deposits including amounts payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually by the Purchaser upon demand to Promoters and shall not be withheld by the Purchaser for any reason whatsoever;

(35) That the Society shall be known as "Tatva Co-operative Housing Society" and the name of the Society shall not be changed at any time without the prior written permission of the Promoters;

(36) So long as the area of the said Flat (agreed to be acquired by the Purchaser from the Promoters) is not altered, the Promoters shall be at liberty to expressly permitted to make variations in the Layout of the said Land or elevation of the building, garden space and/or varying the position of the access of the building/s of the said Land as the Promoters may consider feasible. The Purchaser expressly hereby

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(37) Notwithstanding anything contained to the contrary or the execution of the Ownership Agreement in favour of the Purchaser or the possession of the Flat

*[Handwritten signatures]*



being given to the Purchaser or the formation of a Co-operative Society or other Organisation of the Purchaser of Flat and other Premises in the Building or the execution and registration of the conveyance as envisaged under these presents in favour of the Co-operative Society or the Organisation and management and maintenance of the Buildings being delivered to the Society or the Organisation or the Ad-hoc Body pending formation of the Society, the Purchasers or the Society or the Organisation or the Ad-hoc Body shall not acquire or deemed to acquire any right, title or interest or claim or demand in or to the FSI or balance FSI of the remaining Land or new or additional FSI or TDR as may be permissible or available as a result of change in government policy or D.C. Regulations or other applicable laws effected or made prior to the and accrued until execution of the Deed of Conveyance in the Land and the right to such FSI/balance FSI or additional or new FSI or TDR shall always belong to the Promoters to the exclusion of any Society or Organisation and the Promoters alone shall be entitled to such FSI/ balance FSI or additional or new FSI or TDR and to exploit the same in the construction of Buildings on any undemised Portion of the Land or in the construction of additional floors or buildings already constructed or under construction and to continue or commence the construction of the buildings through utilization of such FSI/TDR even after the execution and registration of Deed of Conveyance in favour of the Society or Organisation.

- (38) Notwithstanding anything contained in this Agreement or any other documents to be executed in future in respect of the said Flat, the Promoters shall always have a first charge on the said Flat agreed to be acquired by the Purchaser for recovery of all the amounts payable by the Purchaser under this Agreement or otherwise to the Promoter :

- (39) Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance with the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoters :



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- (40) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats ( Regulation of the Promotion of Construction, Sale, Management and Transfer ) Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Rules, 1964 and Real Estate (Regulations and Development) Act 2016 ("RERA Act") and any other provisions of law applicable thereto;
- (41) All letters, intimations and communications sent by the Purchaser in all matters concerning these presents shall be addressed and mailed to the Promoters at the address recorded in these presents and all notices to be served upon the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid Regd A.D. post, or by Courier or e-mail at his/her/their/its address specified on the first page of this Agreement / as specified below:

705 TAHIMA COMPLEX, B WING,  
TALAO PALI ROAD,  
NEAR M.M VALLY KAUSA,  
THANE, MAHARASHTRA- 400 612  
Email aakarconstruction0379@gmail.com

Telephone/Mobile No. 9819265551

Any change in address shall be forthwith notified by the Purchaser to the Promoters by registered A.D. In the event that the Purchaser fails and/or defaults in notifying to the Promoters the changed address, dispatch of notices, letters, communications the last notified address shall deem to be good service to the Purchaser by the Promoters and all the communications to the purchasers shall be deemed delivered to the Purchaser in the manner referred to above.

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(42) The PAN No of Promoter is: AACCG7677G

The PAN No of the Purchaser/s is/are: ABSPH2632J

*[Handwritten signatures]*



**THE FIRST SCHEDULE ABOVE REFERRED TO:  
(Said Land)**

All those pieces or parcels of land situate, lying and being at Village Magathane at Borivali in the registration District and Sub-District of Mumbai Suburban as per previous title documents and as per the CTS Extract bearing Survey No. 132 (Part), S. No. 134, Hissa No.1 part bearing C.T.S. No. 68-A in all admeasuring 7937.8 square meters or thereabouts and bounded as follows:

On or towards East : By Survey No. 130  
 On or towards West : By Survey No. 132 (part)  
 On or towards the South : By survey No. 134 (part); and  
 On or towards the North : By Survey No. 133 Hissa No. 1 (Part) &  
 Survey No. 126

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Flat No.1902, 'B' wing on the 19<sup>th</sup> floor admeasuring 1028 sq. ft. of Carpet Area inclusive of all such areas which are part of FSI in the building known as TATVA in PRAYAAN B Wing and Parking space located at Stilt level No 82 & 83. Admeasuring area 248 Sq.ft. Carpet area. situate, being and lying at Village Magathane, Taluka Borivali in the registration District and Sub-District of Mumbai Suburban as per previous title documents and as per the CTS Extract bearing Survey No.132 (Part), S. No. 134, Hissa No.1 part bearing C.T.S. No. 68-A in all admeasuring 7937.8 square meters or thereabouts.

*[Handwritten signatures]*



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The Third Schedule Above Referred To:  
(Amenities / Fixtures and Fittings)

**Building Structure:**

- Earthquake resistant R.C.C. structure.
- Well carved exteriors and elevation as per architect's design.
- 3.45 m.(11'3" floor to floor height).

**Elevators:**

- 2 synchronized High Speed passenger elevators for vertical circulation.
- 1 stretcher elevator.

**Communication:**

- Telecom infrastructure with optical fiber backbone enabling reliable and fast data communication linkages.
- Efficient EPABX system with multifarious functions.

**Other salient features:**

- Energy efficient building.
- Storm water drainage system as per consultant's design.
- Adequate electric supply.
- Provision of alternate power supply (DG backup for lift lobby and common areas);
- Adequate car parking in Basement, silt & podium with well equipped ventilation system as per consultant.
- Backlight signage in podium parking.
- Internal and external lighting with energy efficient luminaries.
- Sewage treatment plant for recycling sewage water.
- Grand air conditioned entrance lobby.
- Beautifully landscaped areas inside and outside the building with party lawn, for citizens garden etc.
- Swimming Pool & Separate Kids Pool with changing room facility.
- Health Club with modern gym equipments, meditation room, yoga room
- Spa & Massage room.

- Aerobic room, Billiards and Snooker.

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- Open air amphitheatre.
- Library with Reading Room
- Banquet hall facilities facing landscape.
- Glass railing in living room balcony area.
- Marble/Premium vitrified flooring in living and dining areas.
- Granite top platform in kitchen.
- Excellent brand's vitrified tiles in bedroom and kitchen.
- Wooden flooring in master bedroom.
- Aluminum frame sliding windows.
- Excellent brand's sanitary fittings and plumbing fittings in toilets as per architect's design.
- Toilets with designer dado tiles and non slippery floor tiles.
- Electrical lighting provisions as per architect's design.
- Provision for Mahanagar Gas Pipeline.
- Provision for garbage chute in common lobby.
- Fire Fighting System. Fire alarm system on each level as per fire norms.
- Provision of wet riser in each staircase.
- Sprinkler system in common areas and in the basement, stilt and podium.
- Fire escape exits as per plan.
- Refuge terrace as per design.

Security:

- C. C. Cameras at entry levels.
- IBMS room.

*[Handwritten signatures]*



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In Witness Whereof the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

Signed Sealed and Delivered by )

the within named PROMOTERS )

GITANJALI INFRATECH LIMITED )

through its Director )

Mr. A. Shivaraman Nair )



For Gitanjali Infratech Limited

Director / Authorised Signatory

in the presence of )

*[Signature]*

Signed Sealed and Delivered by )

the within named PURCHASER/S )



For Aakar Construction

Proprietor

M/s AAKAR CONSTRUCTION through his proprietor  
MR. ZAKIR AMARULULLAH HUSSAIN

in the presence of )

*[Signature]*



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### RECEIPT

RECEIVED the day and year first hereinabove written of and from the Within named Purchaser/s a sum of 1,23,36,000/- (Rupees One Crore Twenty Three lacs Thirty Six thousand Only), being the consideration amount as within mentioned as adjusted towards the construction work agreement consideration as Annexure "F" to this agreement.

WE SAY RECEIVED

Rs. 1,23,36,000/-

For GITANJALI INFRATECH LTD.

Director



बरत - ५/		
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बरल - ५/		
२०४७	३४	१२६
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# Annexure "A"

C.T.S.No  
78A/10/2

C.T.S.No. 68F

R.G.No.3  
AT E.LVL.

BASE+GROUND+PODIUM-1 & 2  
STILT + 1ST TO 20TH FL

PROP. BLDG  
WING-A



C.T.S.No  
78A 1A/7

R.G.No.1

5% AMENITY

C.T.S.No 68A  
R.G.No.2 AT E.LVL.

8.00 MTR. WIDE RAMP  
UP TO FACED FLOOR

EXIST. 9.50 M.W. INTERNAL ACCESS

C.T.S.No. 68B

BASE+GROUND+PODIUM-1 & 2  
STILT + 1ST TO 21st (PT) FL

E DECK LVL ABOVE  
PODIUM ABOVE  
BASEMENT LINE BELOW

11.00M. WIDE INTERNAL ACCESS

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*[Handwritten signature]*

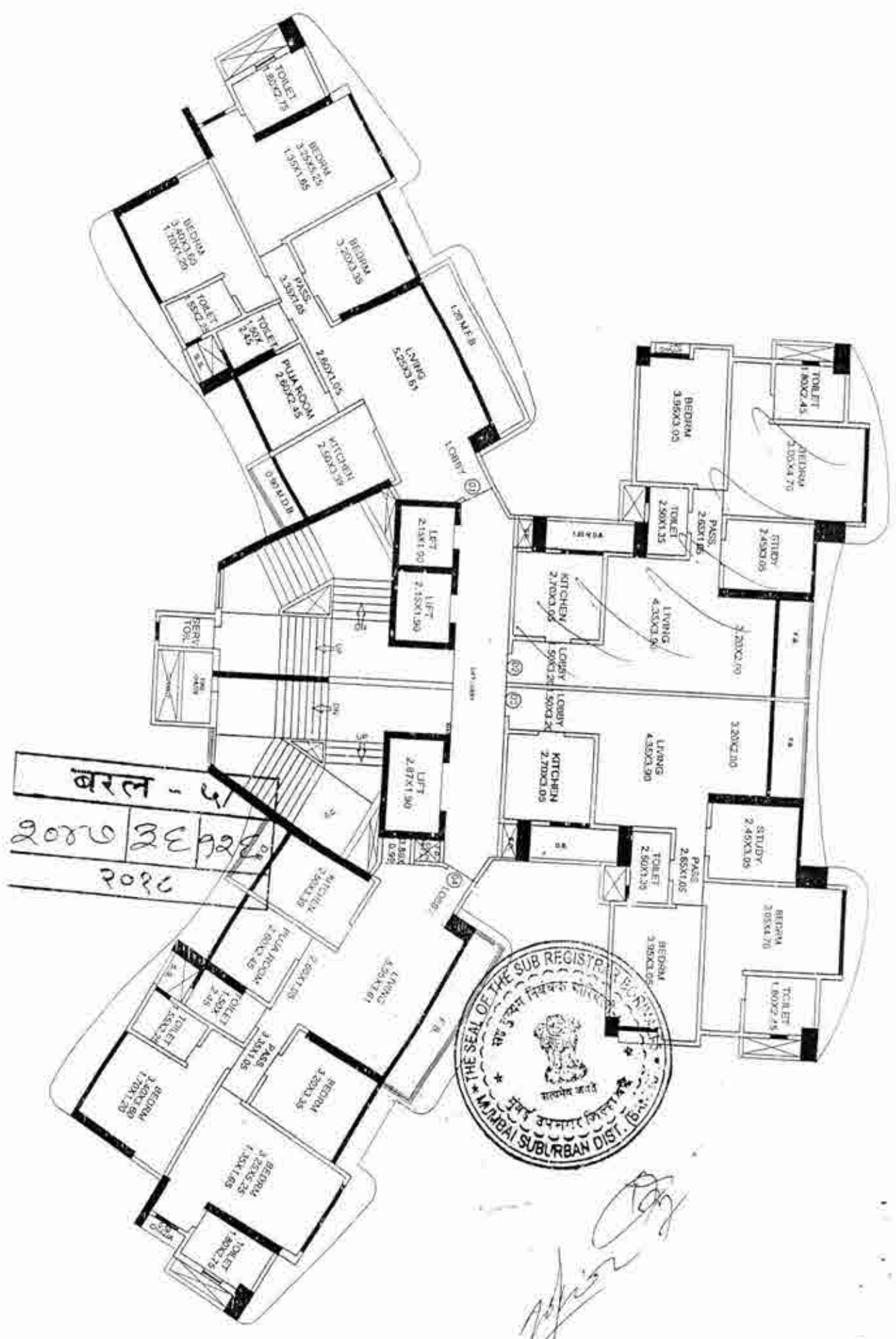
*[Handwritten signature]*

EXIST. 9.50M.W. INTERNAL ACCESS

EXIST. 18.30 M WIDE  
D.P. ROAD

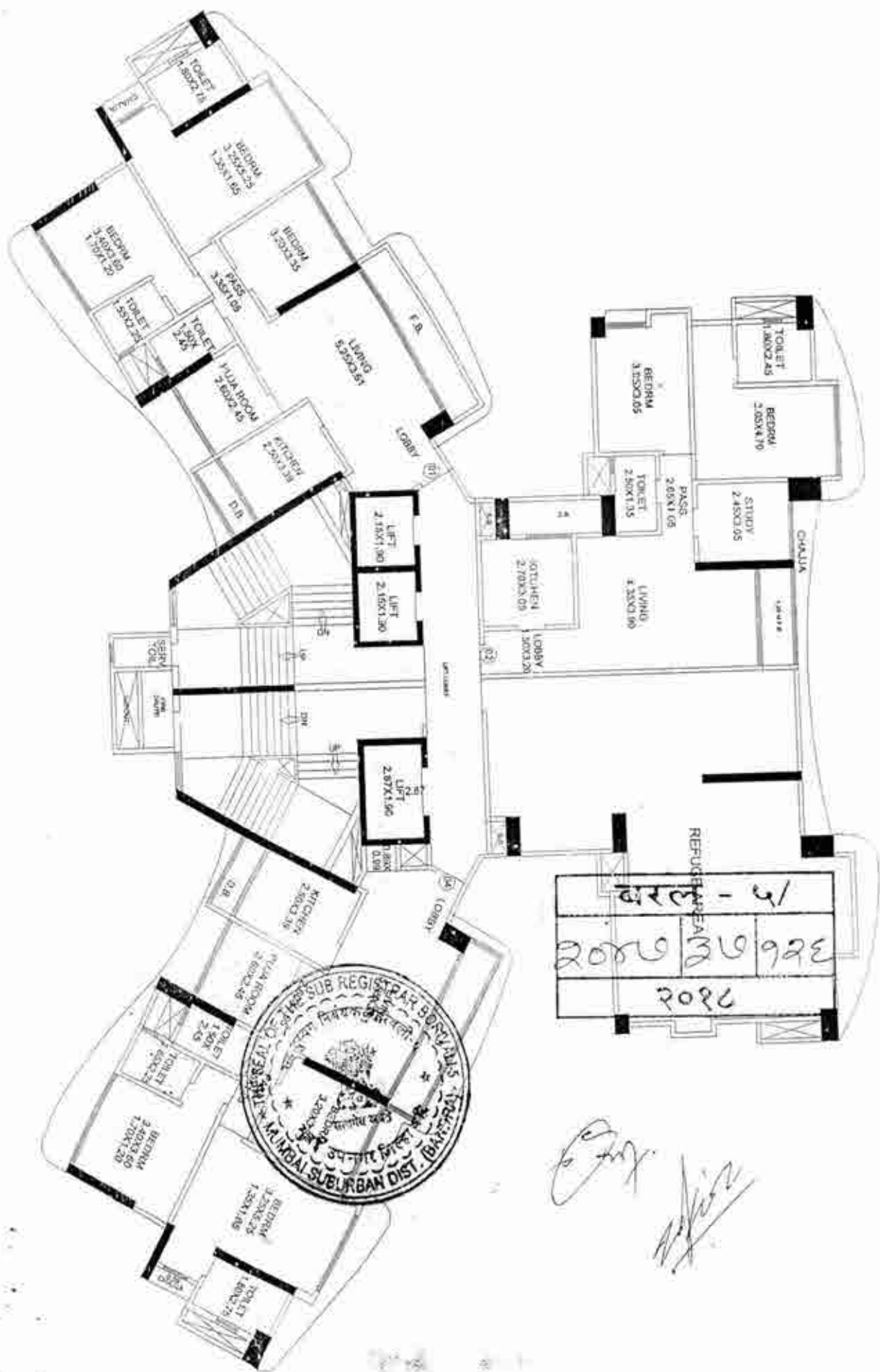
LAYOUT





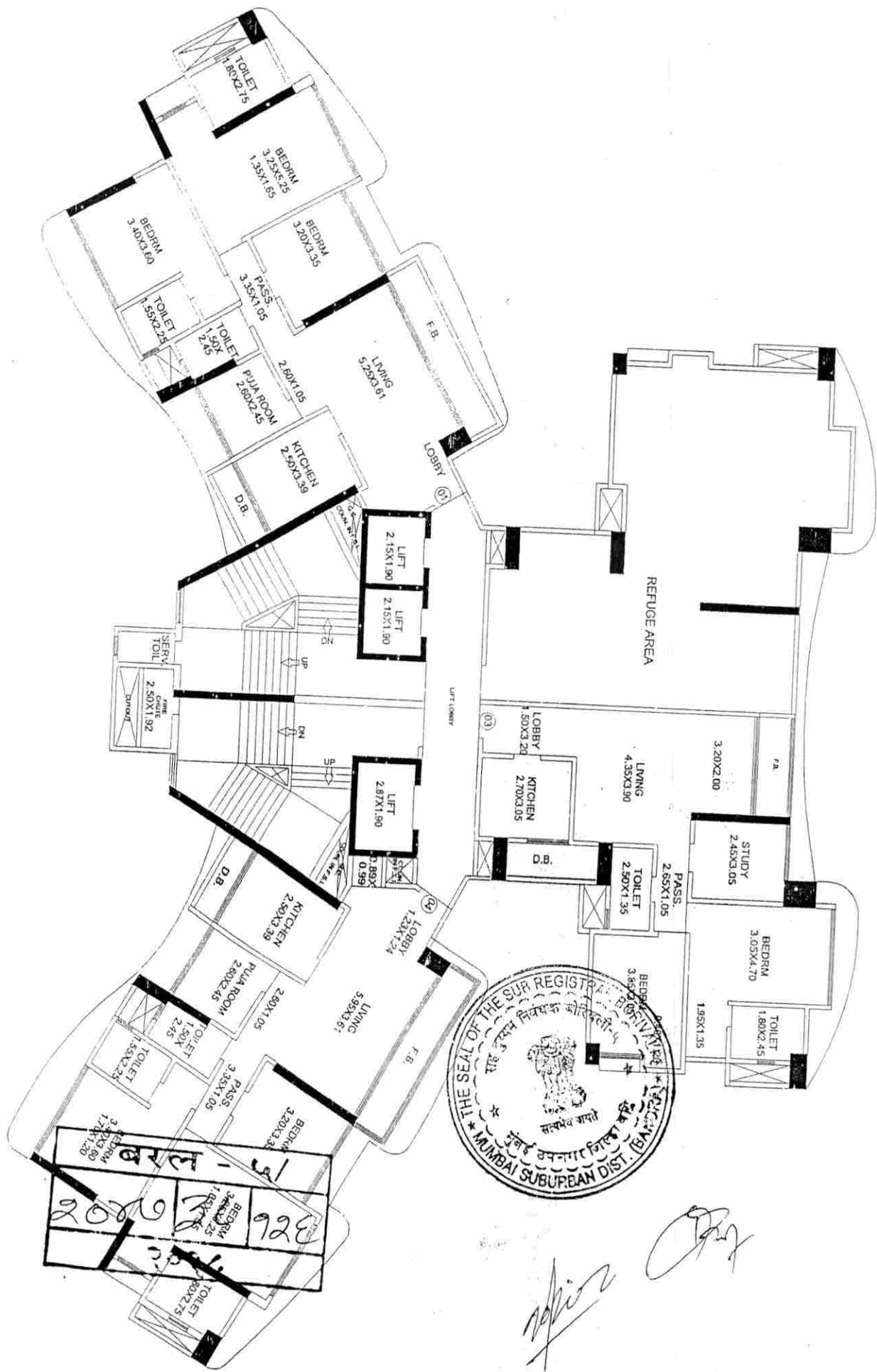
Wing B, Typical Floor no. 19<sup>th</sup>, Flat no. 1902

# Annexure "B"



Wing - "A"/Urja , Refuge Floor no. \_\_\_\_\_, Flat no. \_\_\_\_\_

# Annexure "B"



Wing - "B"/Prayyan , Refuge Floor no. \_\_\_\_\_, Flat no. \_\_\_\_\_

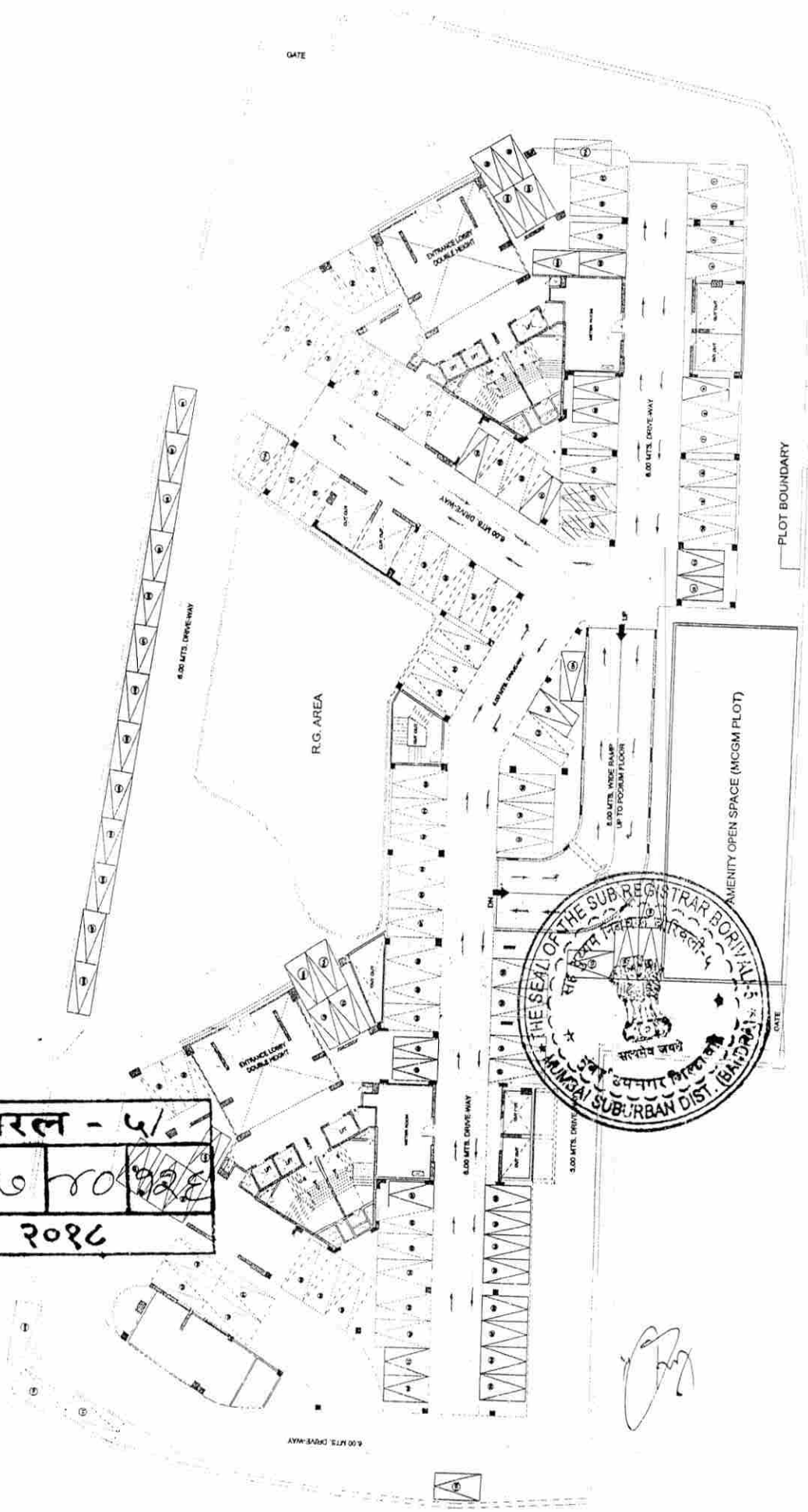


# ANNEXURE - B

Stilt / Ground Floor

242

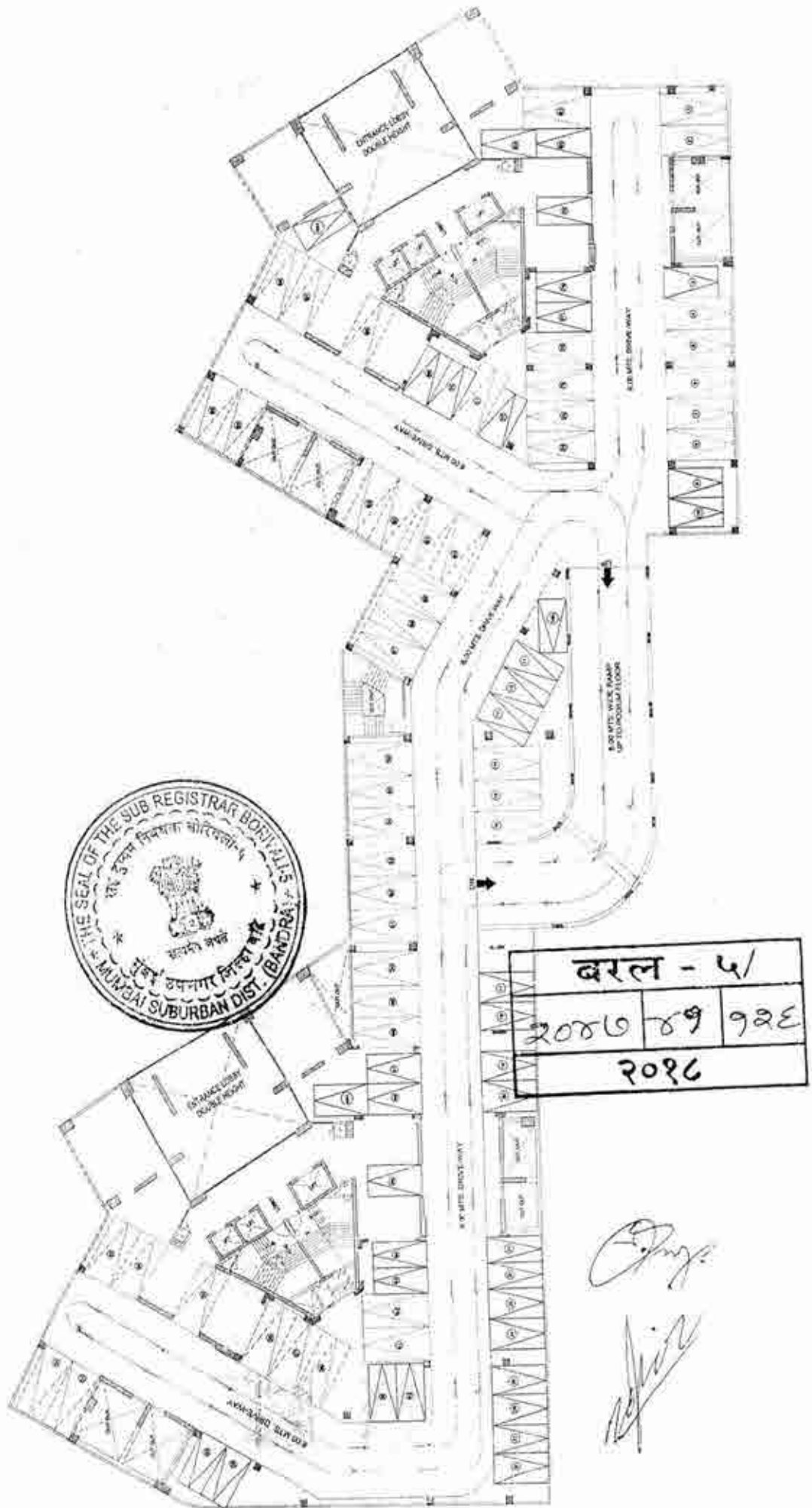
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*[Handwritten Signature]*

# ANNEXURE - B

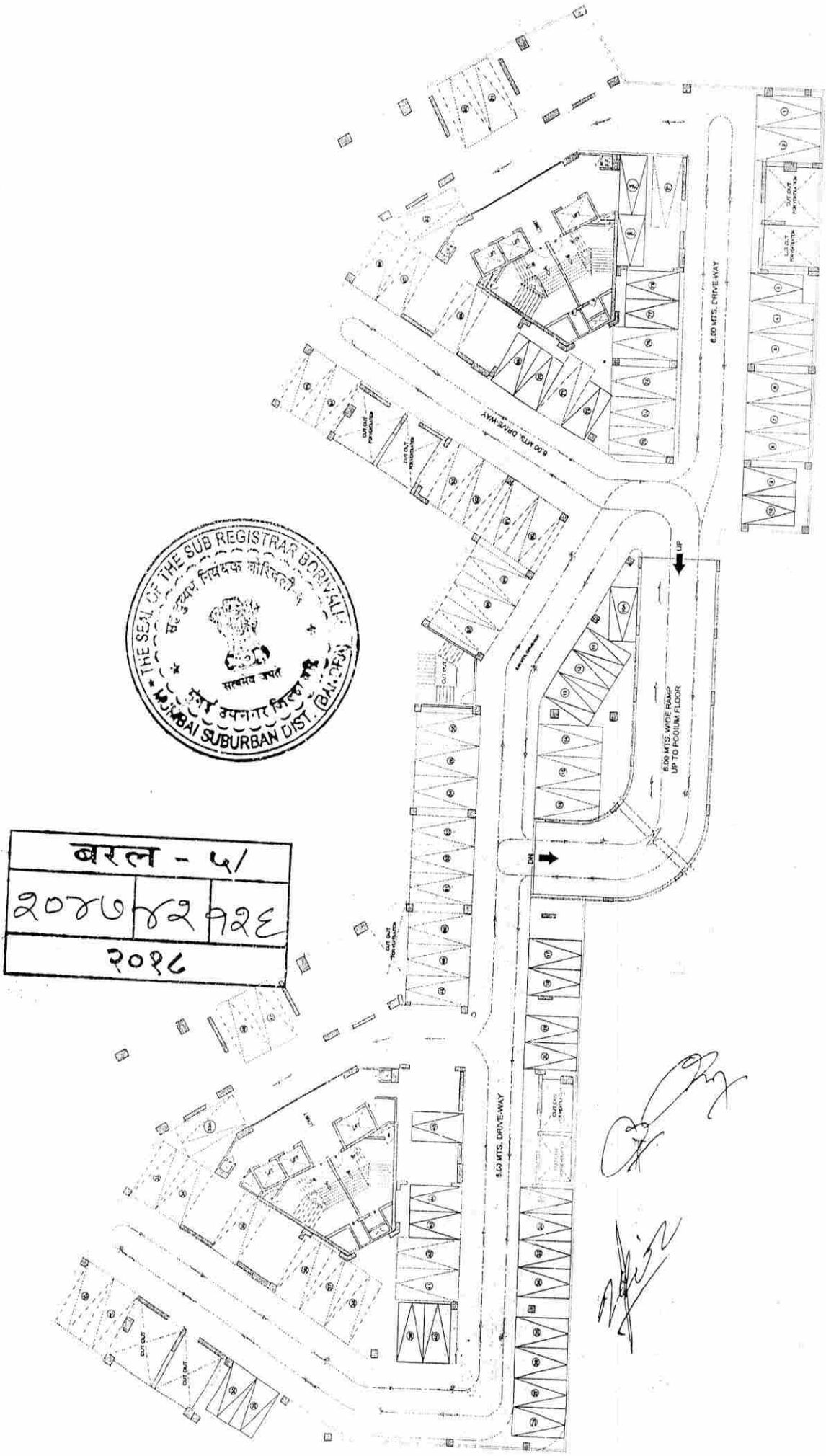
Podium 01 Floor





# ANNEXURE - B

## Podium 02 Floor



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Two handwritten signatures and initials are present in the lower right quadrant of the page. One is a large, stylized signature, and the other is a smaller set of initials.



## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number P51800004498

Project: **Tatva, Plot Bearing / CTS / Survey / Final Plot No.: 68/A/1 at Borivall, Borivall, Mumbai Suburban, 400066.**

1. **Gitanjali Infratech Limited** having its registered office / principal place of business at **Tehsil: Kurla, District: Mumbai Suburban, Pin: 400051.**

2. This registration is granted subject to the following conditions, namely:-

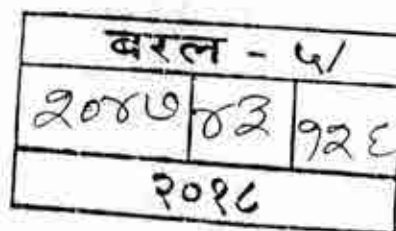
- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (d) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 09/08/2017 and ending with 31/12/2018 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 8/9/2017 2:32:35 PM

Dated: 09/08/2017  
Place: Mumbai



Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority



बरल - ५/		
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C-3

  
**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**FORM 'A'**  
**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**  
 No. CHE/A-4789/BP(WS)/AR  
**COMMENCEMENT CERTIFICATE**

To  
 M/S GITANJALI INFRA TECH LTD  
 A1/A WING 7TH FLOOR LAMXI TOWER NEAR  
 CIGI BRANDRA KURLA COMPLEX BANDRA (E)  
 MUMBAI-400051  
 Sir,

With reference to your application No. CHE/A-4789/BP(WS)/AR Dated: 13/10/2017 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 no 337 (New) dated 13/10/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 0 C.T.S. No. 68/A Division / Village / Town Planning Scheme No. MAGATHANE R/C situated at BORIVALI (EAST) Road / Street in R/O Ward Ward

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

1. The land vacated on consequence of the endorsement of the setback line, road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such clause shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and 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 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The condition of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Assistant Engineer (B.P.) R1-ward Ashok b. Khandare Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

**CERTIFIED TRUE COPY**



For TEEAROH ARCHITECTS & CONSULTANTS PVT. LTD  
 91, Square Building,  
 Pandas Sutrale Marg,  
 Off. Chandavarkar Road,  
 Borivali (W), Mumbai - 400 092.

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This CC is valid upto 2/9/2017

Issue On : 3/9/2010

Valid Upto : 2/9/2017

Remark :

Approved By  
Executive Engineer  
Executive Engineer

Issue On : 18/10/2017

Valid Upto : 2/9/2018

Remark :

This C.C. is now further extended for entire work of building comprising of wing 'A' - Basement + stilt below podium-I + Podium-I + Podium-II + Podium-III + Stilt below building line + service floor + 1st to 20th upper floors and wing 'B' - Basement + stilt below podium-I + Podium-I + Podium-II + Podium-III + Stilt below building line + service floor + 1st to 20th + 21st(pt) upper floor as per approved plans dt. 04.09.2017.

CERTIFIED TRUE COPY

*Devi*  
P. TEERACH ARCHITECTS & CONSULTANTS PVT. LTD.  
9, Square Building,  
Ramdas Sutrate Marg,  
Off. Chandevarkar Road,  
Borivali (W), Mumbai - 400 092.

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Document certified by Ashok  
Bhushab Khandare  
<ashokkhandare1966@gmail.co  
m>

Name : Ashok Bhushab  
Khandare  
Designation : Assistant  
Engineer  
Organization : Municipal  
Corporation Greater  
Mumbai  
Date : 18-Oct-2017 18:35:56

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Assistant Engineer : Building Proposal  
Western Suburb II R/C Ward Ward

- to :
1. Architect.
  2. Collector Mumbai Suburban /Mumbai District.

CERTIFIED TRUE COPY

*[Signature]*  
 FOR TESEARCH ARCHITECTS & CONSULTANTS PVT. LTD.  
 9, Square Building,  
 Ramdas Sutraie Marg,  
 Off. Chandavarkar Road,  
 Borivali (W), Mumbai - 400 092.



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बदल - ५/		
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# ANNEXURE - C

Form 346  
Form 88

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

CHE/A-4789/BR(NS)/AR

TAC/526

THIS I.O.D. I.C.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1974

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

**THIS CANCELS APPROVAL OF THE PREVIOUS PLANS SANCTIONED UNDER REG. NO. 4789/BR(NS)/AR DATED 04/04/2010**

No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM:-  
Gitanjali Gems Ltd.  
Owner.

19 JUL 2012

Municipal Office,  
Mumbai - 400 200

With reference to your Notice, letter No. 5313 dated 17/03/2012 and delivered in 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed building on plot bearing C.T.S. No. 68/A of Village Magathane at Borivili (East), Mumbai furnished to me under your letter, dated 200 I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

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

1. That the C.C. under Sec. 14(59) (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. (Reg. No. 38/27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is high or with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.

CERTIFIED TRUE COPY

FOR  
TEARARCH ARCHITECTS & CONSULTANTS PVT. LTD.  
7/14 1st Fl. Stone Castle,  
I.C. Colony, Borivili (W),  
Mumbai-400 102.



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

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

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

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

19 JUL 2012

Executive Engineer, Building Proposals,  
Zone, Wards.

### SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai 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 Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

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

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

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

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

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

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

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

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

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

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19 JUL 2012

4. That the specification for layout/D.P.road/or access roads/ development of setback land will not be obtained from E.E.Road Construction(W.S.)Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.S.Z-IV/E.E.(T & C) before submitting B.C.C.
5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
7. That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T & C)/E.E.D.P./DILR before applying for C.C.
8. That the sanitary arrangement for workers shall not be carried as per Muni. Specifications and drainage layout will not be submitted before C.C.
9. That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
10. That the requirements of N.O.C. of E.E. (S.W.D.)/E.E. (T&C)/E.E. (R.C.)/C.F.O/ Dir. Of Ind. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate.
11. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.
12. That the No dues Pending Certificate from A.E.(W.W.) R/Central shall be submitted before C.C.
13. That the N.O.C. from A.A. & C. (R/Central) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
14. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.



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15. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
16. That the regd. u/t. from the developer to the effect that podium meter cabin, Stilt, Basement portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
17. That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.
18. That the C.T.S. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
19. That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.
20. That the conditions mentioned in the release letter of E.E.D.P. under no. CHE/2314/DPWS/P&R dated 5.7.2011 shall not be complied with before C.C.
21. That the P.C.O. Charges shall not be paid before C.C.
22. That the proportionate sewerage line charges as worked out by Dy.Ch.E.(Sew. Plg.) will not be paid in that office before C.C.
23. That the Janata Insurance Policy shall not be submitted before C.C.
24. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
25. That the regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.
26. That the basement will not be complying with the basement rules and regulations and regd. u/t. for not misusing the basement will not be submitted before C.C.
27. That the registered agreement with the prospective Bank agreeing to occupy the Bank portion will not be submitted before C.C.
28. That the R.U.T. for compliance of all I.O.D. conditions shall be complied with & shall not be submitted.
29. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893

THIS I.O.D. R.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1974

59 JUL 2012

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EXECUTIVE ENGINEER, BUILDING PROPOSALS (W.S.) R-Ward

19 JUL 2012

for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.

30. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
31. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
32. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.
33. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mtrs.
34. That the bore well shall not be constructed in consultation with H.E. before requesting for C.C.
35. That the N.O.C. from E.E.(Environment) R/Central shall not be complied with before requesting C.C.
36. That the N.O.C. from High Rise Committee shall not be complied with before requesting for C.C.
37. That the N.O.C. from M.O.E.F. shall not be submitted before C.C.
38. That the monthly progress report will not be submitted.
39. That the work shall be carried out between sunrise and sunset.
40. Board showing the plot No. C.T.S. No. etc. shall be displayed at site.
41. All the objections of this office Intimation of Disapproval under No. dt. 08.04.2010 shall be applicable and should be complied with.
42. That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
43. That the revised R.C.C. design and calculation should be submitted.
44. Revised Drainage approval shall be obtained



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45. That revised N.O.C. from H.E. shall be submitted before requesting for C.C.
46. That all the payments shall be paid before C.C.

**B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**

1. That this office staff shall not be checked the plinth / stilt height.
2. That the water connection for construction purposes will not be taken before C.C.
3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
4. That the permission for constructing temporary structure of any nature shall not be obtained.

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

1. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.
2. That 10'0" mt. wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
5. That carriage entrance shall not be provided before starting the work.
6. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
7. That the non-agricultural permission/revised N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, naharis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
9. That final N.O.C. from H.E.(Deptt.)/ E.E. (S.W.D.)/ E.E. (sew) shall not be submitted before occupation.

THIS O.C. IS ISSUED SUBJECT  
TO THE PROVISIONS OF URBAN LAND  
REGULATIONS ACT 1974

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10. That final N.O.C. from A.A. & C. R/Central shall not be submitted before occupation.
11. That Structural Engineers Stability Certificate along with R.C.C. design canvas plan shall not be submitted.
12. That the 5% Amenity Open space as per release letter from E.E.D.P. under Ref. No. CHE/2187/DP(WS)/P&R dated 5.7.2011 dt. 5.7.2011 & CHE/2922/DP(WS)/P&R dated 16.4.2012 shall not be handed over before asking for Occupation B.C.C.
13. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system of the residential part of the building will not be affected.
14. That the debris shall not be removed before submitting B.C.C.
15. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
16. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
17. That some of the drains shall not be laid internally with C.I. Pipes.
18. That the NOC from vermiculture bins shall not be complied with before requesting for O.C.C.

D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

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

(THIS N.O.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1976)

19.02.2012



EXECUTIVE ENGINEER;  
BUILDING PROPOSAL (W.S.)R-Ward

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No. BB/CE/ 4759 / ARBS

12/ 9 JUL 2012

NOTES

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

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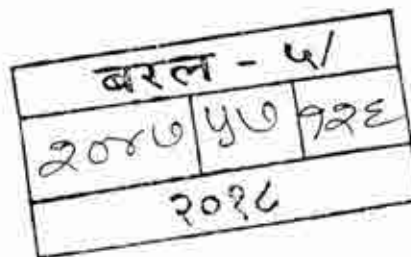


- 4
- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further w... the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (1)(H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the 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.
  - (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
    - (i) Specific plans in respect of evicting or rehusing the existing tenants on their stating their number and the area in occupation of each.
    - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
    - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
  - (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and air from other sides should be done first before starting the work.
  - (23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
  - (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
  - (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
  - (26) It is to be understood that the foundations must be excavated down to hard soil.
  - (27) The positions of the mahams and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
  - (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
  - (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
  - (30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and hinge screwed on highly serving the purpose of a lock and the warning ropes of the ribbet prestressed with screw or dome shape pieces (like a garden nari rose) with copper pipes 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 earmarked and extended 40 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 to put in the use of pane glass for coping over compound wall.
  - (32) (a) Lintels should be provided as required by Bye-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chamber should be plastered inside and outside.
  - (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

19 JUL 2012

COPY TO LICENSED SURVEYOR/OWNER ✓

Executive Engineer  
 Bldg. Proposal (W.S.P. Ward)



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**ANNEY JRE D**

**ANANT B. SHINDE & CO.**  
ADVOCATES

MUMBAI OFFICE : 311, Venu Chambers, 1<sup>st</sup> Floor, 11, 1<sup>st</sup> Cross Street, Fort, Mumbai - 400 001.  
Tel : 2263 0754 / 2265 8856 / Fax : 2263 1123 E-mail : anshinde@anbshinde.com

RAJENDRA OFFICE : A/12, Pushkar Housing Society, 459-461, Govt Road, Opp. Symbiosis Arts Centre, Pune-411 016.  
Tel. : 020-2561 125

TITLE DEED

To,  
Gitanjali Infratech Limited  
Mumbai.

Dear Sir,

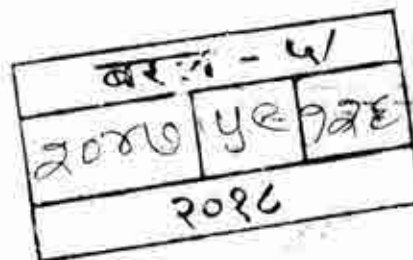
Re: All THA? ?ice or parcel of vacant land situated, lying and being at Villa Magathane at Borivli in the registration District and Sub-District of Mumbai City and Mumbai Suburban as per previous Title Documents and as per the C.T.S. Extract bearing Survey No. 32 (part) S. No. 134, Hissa No. 1 part bearing C.T.S. No. 65A in all admeasuring 7937.80 sq. mtrs. or thereabouts, and bounding as follows.

- On towards the East by - Survey No. 130.
- On towards the West by - Survey No. 132 (part)
- On towards the South by - Survey No. 134 (part) and
- On towards the North by - Survey No. 133 Hissa No. 1 (part) & Survey No. 126.

Notes verified by us

- a. Original Deed of Conveyance dated 07.12.1989 executed between the President of India through the Central Board of Excise and Customs (New Delhi) as Vendor and M/s Gitanjali Gems Ltd. as Purchaser.
  - b. Original Registration receipt for Rs. 5,050/- dated 02.04.1990 issued by office of Sub-Registrar, Mumbai.
- Original Deed of Conveyance dated 03.05.2011 executed between M/s Gitanjali Gems Ltd. as the Vendor and M/s Gitanjali Infratech Ltd as the Purchaser.

*(Handwritten Signature)*





ANANT R. SHINDE & CO  
ADVOCATES

Continuation Sheet No.

- d. Original Registration Receipt for Rs. 30,480/- dated 03.05.2011 issued by Sub-Registrar, Borivali No. 2
- e. Original latest 7/12 and 6 Extracts.
- ii. Tracing of Title in the name of M/s. Gitanjali Infratech Limited.
1. The said Plot of land bearing Survey No. 132 (part), Survey No. 134 Hissa No. 1 part bearing C.T.S. No. 88-A admeasuring 7938.8 sq. mtrs. together with factory building and other structures standing thereon situate lying and being at Village Magathane at Borivali, Mumbai suburban District and Sub-District of Mumbai City was earlier owned by M/s. Khatau Junker Ltd., a Public Limited Co.
  2. By agreement dated 29.11.1988 the said M/s. Khatau Junker Ltd. agreed to sell, convey and transfer the said land along with structures standing thereon to one M/s. Rogers & Co. Pvt. Ltd. and said M/s. Khatau Junker Ltd. and M/s. Rogers & Co. Pvt. Ltd. filed necessary statement in Form No. 37(1) u/s 289 UC Chapter XXC of the Income Tax Act 1961 with the Appropriate Authority, Income Tax Department, Mumbai.
  3. The said Appropriate Authority, Greater Mumbai by and under an order dated 20.02.1989 u/s 269 UD of Income Tax Act ordered to purchase the said property by the Central Government. On payment of Rs. 1,47,32,800/- the Central Government has purchased all the right title and interest in the said property.
  4. Under the instructions of the Chief Commissioner, Income Tax (Technical), the auction of the said property took place on 17.05.1989 and the said property was knocked down in favour of M/s. Gitanjali Gems Pvt. Ltd., being the highest bidder for the price of Rs. 2,00,50,000/- and the said M/s. Gitanjali Gems Pvt. Ltd. was declared as Purchaser.
  5. By registered Conveyance Deed dated 07.12.1989, the President of India through the Central Board of Taxes, sold the said land to M/s. Gitanjali Gems Limited. The said Conveyance

*R. Shinde*

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ANANT B. SHINDE & CO  
ADVOCATES.

Continuation Sheet No.

Deed is registered in the office of Sub-Registrar under Sr. No. PBBJ-4485 on 02.04.1990.

6. On perusal of extract of property card produced by the owner, it appears that the said property has been transferred in the name of M/s Gitanjali Gems Pvt. Ltd, in revenue record on 21.10.2005.
6. By Registered Deed of Conveyance dated 03.05.2011, M/s Gitanjali Gems Ltd. sold, transferred and conveyed the said land alongwith structures standing thereon to M/s Gitanjali Infotech Ltd. for the consideration of Rs. 25,00,00,000/- and on other terms and conditions mentioned in the said Conveyance. The said conveyance is duly registered in the office of Sub-Registrar of Assurances vide Sr. No. BDR-5-03735-2011 on 03.05.2011.

We have taken search of the said immovable property for last 30 years in the Office of Sub-Registrar, Mumbai, Bandra and Borivali through our Search Clerk Mr. Raghunath Okate. On perusal of Search Report, there are no adverse entries found/registered during the said period. The title to the said land is clear, unambiguous, marketable and said property is free from encumbrances.

Dated this 04<sup>th</sup> day of August, 2011.

Yours faithfully,



ANANT B. SHINDE & CO.  
ADVOCATES.



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**ANANT B. SHINDE & CO.**  
ADVOCATES

MUMBAI OFFICE : 111, Varro Chambers, 3<sup>rd</sup> Floor, 11, Hunji Street, Fort, Mumbai - 400 001.  
Tel: 2263 0758 / 2265 8356 / Fax: 2263 1621 E-mail: anantshinde.advocate@mumbai.com

PUNE OFFICE : A/12, Peshkar Housing Society, 454/455, Likhade Road, Opp. Symbiosis Arts Centre, Pune-411 016.  
Tel: 020-25660175

Re : C. T. S. Extract bearing Survey No. 132 (part) S. No. 134,  
Hissa No. 1 part bearing C.T.S. No. 68A in all admeasuring  
7937.80 sq. mtrs. at Village Magathane at Borivali.

M/s. Gitanjali Gems Limited  
To  
M/s. Gitanjali Infratech Limited

TO ALL TO WHOM IT MAY CONCERN

By registered Deed of Conveyance dated 07.12.1989, the President of India through the Central Board of Taxes, sold the said land to M/s. Gitanjali Gems Limited. The said Conveyance Deed is registered in the office of Sub-Registrar under Sr. No. PBBJ-4489 on 02.04.1990. Thereafter, M/s. Gitanjali Gems Limited by Deed of Conveyance dated 03.05.2011 conveyed the said property to M/s. Gitanjali Infratech Limited. The said Deed of Conveyance is duly registered in the office of Sub-Registrar of Assurances vide Sr. No. BDR-5-03735-2011 on 03.05.2011.

We have taken searches at the concerned office of Sub-Registrar, Bandra, Mumbai and Borivali and site to the above property is found to be clear, marketable and free from encumbrances.

*(Signature)*



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ANANT B. SHINDE & CO.  
ADVOCATES.

Continuation Sheet No.

SCHEDULE OF THE PROPERTY

All THAT piece or parcel of vacant land situate, lying and being at Village Magathane at Borivli in the registration District and Sub-District of Mumbai City and Mumbai Suburban as per previous Title Documents and as per the C.T.S. Extract bearing Survey No. 132 (part) S. No. 134, Hissa No. 1 pari bearing C.T.S. No. 68A in all admeasuring 7937.80 sq. mtrs. or thereabouts and bounding as follows:

On or towards the East by - Survey No. 130;  
On or towards the West by - Survey No. 132 (part)  
On or towards the South by - Survey No. 134 (part) and  
On or towards the North by - Survey No. 133 Hissa No. 1  
(part) & Survey No. 126.

Dated at this 04<sup>th</sup> day of August, 2011.

Yours faithfully,



ANANT B. SHINDE AND CO.  
ADVOCATES.



बरल - ५/		
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२०१६		

### ANNEXURE - E

#### मालमत्ता पत्रक

विभागाध्यक्ष - मागाउपरी  
 न्यायपालिका, पु. मा. का. - न. भ. अ. कार्यालय  
 जिल्हा - पुणे उपमहानगर जिल्हा  
 मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा

सं. पु. अ. १२३४ / २०१८  
 दि. २०/०८/१८

क्र.सं.	विवरण	पत्र क्र.सं.	मालमत्ता (रु.)	विवरण
१०१२३४	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा	प. पु. अ. १२३४ / २०१८	(११)	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा
२०२३४५	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा	प. पु. अ. २३४५ / २०१८	(११)	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा
३०३४५६	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा	प. पु. अ. ३४५६ / २०१८	(११)	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा
४०४५६७	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा	प. पु. अ. ४५६७ / २०१८	(११)	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा
५०५६७८	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा	प. पु. अ. ५६७८ / २०१८	(११)	मागाउपरी न्यायपालिका, पु. मा. का. कार्यालय, मागाउपरी, पुणे जिल्हा



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 २०१८

मालमत्ता पत्रक

विभाग/कोड - मागाडणे		जिल्हा/कोड - न.भू.अ.पुणे		जिल्हा - मुंबई उपनगर जिल्हा
क्या नुमा	सिस्ट नुमा	अड	धरमस्थान	अड/कोड - १२/३०
१२/३०	१२/३०			

जिल्हा/कोड - १२/३०  
 नकार अर्ज दिवस तारीख १२/३० एकूण मती १०  
 नकार तयार तारीख १२/३० नकारचे शुल्क १६०  
 नकार दिवसाची नोंद १२/३०  
 नकार तयार करणारे १२/३०  
 नकार तयार करणारे १२/३०  
 प. नु. १३  
 एकूण शुल्क - १६०

न.भू.अ.पुणे  
 मुंबई उपनगर जिल्हा  
 मत्य प्रतिलिपि  
 नगर धुमपिन अधिकारी  
 बेरिवली

प्रमुख अधिकारी  
 नगर धुमपिन अधिकारी  
 बेरिवली



बरल - ५/  
 २०१७ ६५ १२६  
 २०१८



आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA  
 GITANJALI INFRA TECH LIMITED  
 01/12/2006  
 Permanent Account Number  
 AACCG7677G  
 20020007

बरल - ५/		
२००७	EE	१२E
२०१८		





**Customer Copy**

Deposit Slip, Borivali (West), Mumbai - 92. Date:

Pay to: **The Ratnakar Bank Ltd. A/C STAMP DUTY**

Franking Value	Rs.	5.00/-
Service Charge	Rs.	0.00/-
<b>Total</b>	<b>Rs.</b>	<b>5.00/-</b>

Name & Add of Stamp duty paying party: No. **124096**  
 Commercial - Infrastructure  
 Plot of land, coming, known to be  
 located in the complex, Bandra West  
 Mumbai

Purpose of Transaction:  
 PAN No.:  
 D.D./Cheque No.:

Drawn on Bank:

(For Bank's Use only)

Trans ID:  
 Franking Sr. No.:  
 Officer: *[Signature]*



उक्त मुद्रांक प्रकिये अन्तर् व्हायतेच लेन खाती साधनेल व  
 एच एम एस / संपर्क साधनेल व लिन खाती दुपधन, वरुन  
 संपर्क साधून, मंड बोदर आवडता अत्ता.

12  
 24/10/12

*[Signature]*  
 सह. दुप्यन निबंधक अंधेरी - २

सहा - ४/

७७७ १९

वरल - ५/		
२०७७	EL	१२६
२०१८		



TITLE OF DOCUMENT	Special power of Attorney
REGISTERED	<input checked="" type="checkbox"/>
ADVERSE AFFECTED	<input checked="" type="checkbox"/>
FRANCHISE	54596
PROFIT	
COMPANY	Gitanjali Infotech Ltd.
IF THROUGH	
STAMP DUTY	500/-
STAMP DUTY AMOUNT	Five hundred only
AUTHORIZED PERSONS SIGNATURE & SEAL	For [Signature]

**SPECIAL POWER OF ATTORNEY**

Company:

**GITANJALI INFRA TECH LIMITED**, a company incorporated under the Laws of India having registered office at, "A" Wing, 7th Floor, Laxmi Tower, Bandra Kurla Complex, Bandra (East), Mumbai vide Board Resolution passed in the Board Meeting dated 11th October 2012 hereby declares to appoint the following persons to represent the above company for specific purposes specified herein.

वस्तु - ४/		
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**WHEREAS**

- A. The Company is developing and constructing a residential complex / project known as "Tatva" on property, bearing Survey No.132(Part), S.No.134, Hissa No.1, part bearing C.T.S. No.68-A in all admeasuring 7937.8 sq meters or thereabouts.
- B. The Company vide its Resolution passed by the Board of Directors of the Company in its Meeting held on 11th October 2012 authorised its Managing Director - Mr. Sailesh Goyal and/or Mr. A.Shivraman Nair - Direcotrs of the Company to sign the agreement for sale, possession letter, allotment letter, demand letter, cancellation letter,



[Handwritten signature]

वस्तु - ४/	
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FOR THE MANAGING DIRECTOR THE RATNAPARK BANK LTD.  
 SHOP NO. 2-6, SHROFF ARCADE  
 SODAWALLA LANE,  
 BOMBAY-400 092  
 D-5/STP(V)/C-8/1065/01/06/  
 410-113/06

54596  
 111653  
 NOV 17 2012  
 R. 00005000-985560  
 INDIA STAMP DUTY MANAFAKARTHA

cancellation deed, rectification deed, notices and such other documents as require for for selling the flats in the projects as mentioned above. The copy of the extract of said resolution is attached herewith as Annexure A.

C. The Company vide its Resolution passed by the Board of Directors of the Company in its Meeting held on 11th October 2012 authorised jointly or severally to admit the execution of Agreement for Sale executed by the authorised representatives as referred in Para B above, present the said agreements for registration before concerned Sub-registrars, recieve / accept consideration as mentioned in the said agreement for sale etc. A copy of the extract of said resolution is attached herewith as Annexure A.

D. Pursuant to the resolution referred to in Para C the Company, for the purpose of registration of various documents and agreement for sale in favour of the purchaser of flats in the said project have to authorised its employees mentioned hercin below:

- a. (1) **Mr. Narendra Talwalkar**, age about 43 years, residing at C-22, Prapti Co-operative Housing Society, 5th Floor, Chickuwadi, Borivali (W), Mumbai - 400 092; (2) **Mr. Yuvraj Singh Chandrawat**, age about 38 years, residing at 605, Building No. 3, A-Wing, Gaikwad Nagar Co-op Hsg. Soc., Malvani, Gate No. 8, Opp. Kalavidhyalya, Malad(W), Mumbai - 400 095 and (3) **Mr. Minesh Jayantilal Shah**, age about 48 years, residing at B/303, Rajlakshmi Apartment Co-op Hsg. Soc. Building No. 8, Padmanagar, Chickuwadi, Borivali (W), Mumbai-400 092 having their office at B-6, Laxmi Tower, Bandra Kurla Complex, Bandra (E) Mumbai - 400 051, act on behalf of said company and have the authority to admit execution of an agreement for registration, register the said present documents for registration, register the said



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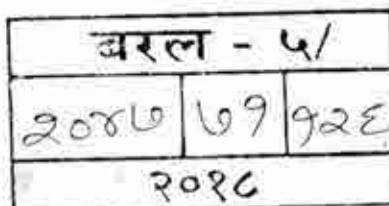
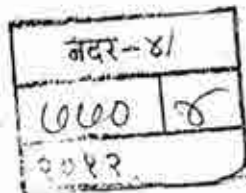
बरल - ६/	
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agreement for sale, receive the documents after registration, execute all further letters and writings as may be required at the time of registration of documents.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that, We Gitanjali Infratech Limited doth hereby nominate, constitute and appoint said (1) **Mr. Narendra Talwalkar**, (2) **Mr. Yuvraj Singh Chandrawat**, and (3) **Mr. Minesh Jayantilal Shah** to be our true and lawful attorneys and/or agents with full authority and power to do and execute the following acts deeds and things jointly and /or severally for us, in our name and on our behalf viz.

1. To present the duly executed Agreement for Sale by us for registration before Sub-Registrar of Assurances.
2. To admit the execution of the Agreement for Sale executed by the authorised representative as referred in Para B above, before Sub-registrar of Assurances.
3. Receive the Agreement for Sale after registration from Sub-Registrar of Assurances.
4. Execute all letters and writings as may be required at the time of registration of Agreement for Sale.

AND we agree to ratify all acts and things lawfully done by the





said attorneys pursuant to the powers hereinbefore contained.

IN WITNESS WHEREOF, WE HAVE SIGNED AND EXECUTED THIS POWER OF ATTORNEY AT \_\_\_\_\_ ON THIS 21<sup>ST</sup> DAY OF ~~OCTOBER~~ <sup>NOVEMBER</sup> 2012 IN PRESENCE OF THE WITNESSES ATTESTING AS UNDER.

Signed and Delivered By  
Gitanjali Infratech Limited



1. Mr. Sailesh R. Goyal, Photograph of Mr. Sailesh R. Goyal  
(Director)

*Sailesh R. Goyal*



Left Hand thumb impression of Mr. \_\_\_\_\_

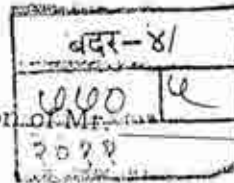
2. Mr. Sivaraman A. Nair, Photograph of Mr. Sivaraman A. Nair  
(Director)

*Sivaraman A. Nair*



Accept

Left Hand thumb impression of Mr. \_\_\_\_\_



1. Mr. Narendra Talwalkar, Photograph of Mr. Narendra Talwalkar

बरल - ५१		
२०१७	७२	१२६
२०१८		



*Talwalkar*



Left Hand Thumb Impression of Mr.  
Narendra Talwalkar



2. Mr. Yuvraj Singh Chandrawat

Photograph of Mr. Yuvraj Singh Chandrawat



Left Hand Thumb Impression of Mr. Yuvraj Singh Chandrawat

3. Mr. Minesh Jayantilal Shah

*[Handwritten signature of Mr. Minesh Jayantilal Shah]*



Photograph of Mr. Minesh Jayantilal Shah



बदर-४/	
७७०	६
२०१२	

Left Hand Thumb Impression of Mr. Minesh Jayantilal Shah

Witnesses:

1. DEEPAK VEDPACHAK *[Signature]*
2. Vinod Panda *[Signature]*



बदर - ५/		
२०१०	७३	१२६
२०१६		

# GITANJALI

INFRA TECH LTD.

CERTIFIED TRUE COPY OF EXTRACT OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON OCTOBER 11, 2012.

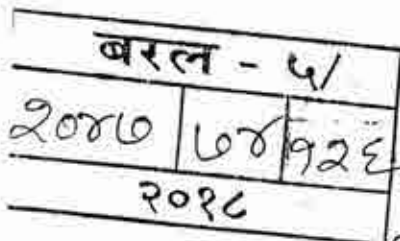
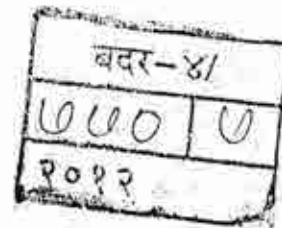
"RESOLVED THAT the Company do enter into agreement for sale with prospective purchasers/ buyers of flats in the Building known as TATVA which is being developed by the Company in Village Magathane, Borivali, as per the terms and conditions mentioned in the draft Agreement for sale as placed before the meeting.

RESOLVED FURTHER THAT Mr. Sailesh Goyal, Managing Director and/or Mr. A. Shivraman Nair, Director of the Company, be and are hereby authorized jointly or severally to sign the agreement for sale, cancellation deed, Rectification Deed, no objection letter for transfer of the flat, notices and such other letters as are required in this regard on behalf of the Company and if required, under the common seal of the Company in the presence of any one of the aforesaid Directors of the Company.

RESOLVED FURTHER THAT a power of attorney be executed on behalf of the Company in favour of the aforesaid Directors viz. Mr. Sailesh Goyal or Mr. A. Shivraman Nair to do all such aforementioned acts."

For Gitanjali Infotech Limited

  
(Sreejith Nair)  
Company Secretary



Gitanjali Infotech Ltd.

Corporate Office:  
B-6, 1<sup>st</sup> Floor, Laxmi Towers  
Eandra Kurla Complex,  
Bandra (E), Mumbai 400 051, India  
T: 022 4010 2120 / 21 F: 022 40102003

Registered Office:  
B01/B02, Prasad Chambers,  
Opera House, Mumbai 400 004, India.  
T: 022 2363 0272 / 0710 / 0319  
F: 022 2363 0363

[www.gitanjaligroup.com](http://www.gitanjaligroup.com)



m/s gitanjali gems ltd  
7th flr lakshmi tower a wing bandra kurla complex bandra east  
mumbai  
maharashtra - 400051

fixedline and broadband services

account no: 7005798548  
bill no: 876207029  
bill date: 03/Oct/2012  
billing period: 02/Sep/2012 to 01/Oct/2012  
due date: **Immediate**

please call 121 to update P 003241/004111/M1/MXMB



your email\_id as per our records is:  
please call 121 to update

To get your monthly bills on your email id SMS STARTEDBILLYFL <email id> <stdcode>fixedline no> on 121 from your registered airtel mobile or 9630096500 from non airtel no.

your account summary

previous balance	2,392.18	payments	0.00	adjustments	0.00	bill monthly charge	24,719.20	amount payable by immediate	27,111.38	amount payable by date	27,853.61
------------------	----------	----------	------	-------------	------	---------------------	-----------	-----------------------------	-----------	------------------------	-----------

this month's charges

monthly charges	22,000.00
call and vas charges	3,443.70
dst usage charges	0.00
other charges	0.00
late fee	25,443.70
gross charges	-3,443.70
telecom accounts	22,000.00
net charges	2,719.20
taxes	
<b>total current charge</b>	<b>24,719.20</b>

c. & o.e.

**manage your business anytime anywhere**

with an affordable, scalable and convenient Ramco onDemand eRP: Powered by airtel

For further information, call 1800 102 4005

service tax registration no. AAACB2894G5T036 /telecommunication services

pan no.: AAACB2894G

बदल - ४/

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Please detach this slip and return with payment.

account no: 7005798548  
bill no: 876207029

bill date: 03/Oct/2012  
amount payable: 27,111.38  
due date: **immediate**

To make payment, you may present cheque/demand draft in favour of "airtel account no 7005798548"

cheque/demand draft no: \_\_\_\_\_ bank / branch: \_\_\_\_\_ amount ₹ \_\_\_\_\_ dated \_\_\_\_\_

rash received: \_\_\_\_\_ airtel outlet: \_\_\_\_\_ signature & stamp: \_\_\_\_\_



बदल - ४/

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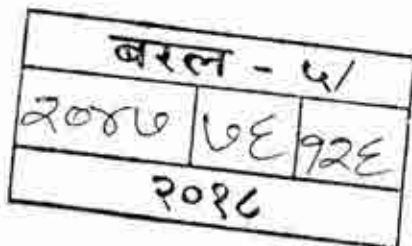
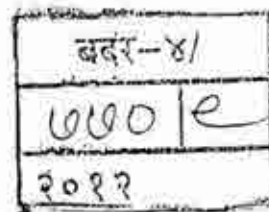
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**ways to pay your bill**

- 1. Cash
- 2. Cheque
- 3. Demand Draft
- 4. Credit Card
- 5. Debit Card
- 6. Net Banking
- 7. Mobile Payment
- 8. Bill Payment Service
- 9. Bill Payment Kiosk
- 10. Bill Payment Agent
- 11. Bill Payment Partner
- 12. Bill Payment Gateway
- 13. Bill Payment Platform
- 14. Bill Payment System
- 15. Bill Payment Solution
- 16. Bill Payment Service Provider
- 17. Bill Payment Processor
- 18. Bill Payment Facilitator
- 19. Bill Payment Enabler
- 20. Bill Payment Integrator

For drop box location SMS CHECKUE \*Pin code\* to 121, for cash payment location SMS CASI \*Pin code\* to 121 from your airtel mobile.

MINISTRY OF CORPORATE AFFAIRS		
RECEIPT		
G. A. R. 7		
SRN : B59733642		Service Request Date : 16/10/2012
Payment made into : Union Bank Of India		
Received From :		
Name :	GITANJALI GEMS LIMITED	
Address :	B/6, 1ST FLOOR, LAXMI TOWERS BANDRA KURLA COMPLEX MUMBAI, MAHARASHTRA 400051	
Entity on whose behalf money is paid		
CIN :	U45201MH2006PLC163939	
Name :	GITANJALI INFRA TECH LIMITED	
Address :	801/802 PRASAD CHAMBERS OPERAHOUSE BOMBAY MUMBAI, MAHARASHTRA INDIA - 400004	
Full Particulars of Remittance		
Service Type: eFiling		
	Service Description	Type of Fee
Fee For Form 18:		Normal
		Amount (Rs.)
		500.00
		Total
		500.00
Mode of Payment: Credit Card - Union Bank Of India		
Received Payment Rupees: Five Hundred only		



# FORM 18

Notice of situation or change of situation of registered office

[Pursuant to section 146 of the Companies Act, 1955]

Form Language  English  हिन्दी

Note - All fields marked in \* are to be mandatorily filled.

1. \* This form is for  New company  Existing company

2. (a) \* Form 1A reference number (Service request number (SRN) of Form 1A) or corporate identity number (CIN) of company

(b) Global location number (GLN) of company

3. (a) Name of the company

(b) Address of the registered office of the company

(c) Name of office of existing Registrar of Companies (RoC)

(d) Purpose of the form  
 Change within local limits of city, town or village  
 Change outside local limits of city, town or village  
 Change in office of RoC within same state  
 Change in state within office of same RoC  
 Change in state outside office of existing RoC

4. Notice is hereby given that

(a) The address of the registered office of the company with effect from

11/10/2012 (DD/MM/YYYY) is

The date of incorporation of the company is

\* Address - Line I   
 Line II   
 \* City   
 \* District   
 \* State   
 \* Country   
 \* Pin code   
 \* e-mail ID

(b) \* Name of office of proposed RoC or new RoC

(c) The full address of the police station under whose jurisdiction the registered office of the company is situated

\* Name   
 \* Address - Line I   
 Line II   
 \* City   
 \* State   
 \* Pin code



400051	खरल - ५/	बंदर - ४/
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2010		५०० 90
		२०१२



5.(a) SRN of Form23   
 (b) SRN of relevant form   
 (Mention the SRN of related Form 1AD, 21; if applicable)  
 6.(a) Date of order of company law board (CLB) or any other competent authority  (DD/MM/YYYY)  
 (b) Petition number

Attachments

1. Optional attachment(s) - if any

Remove Attachment

List of attachments

CTC 11.10.2012 Change in regd office Gil.pd

Remove Attachment

Verification

To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete.

I have been authorised by the Board of directors' resolution number 01 dated 11/10/2012 to sign and submit this form.  
 I am authorised to sign and submit this form. (DD/MM/YYYY)

To be digitally signed by

Managing director or director or manager or secretary of the company

Designation Director

Remove Attachment

Director identification number of the director or Managing Director; or Income-tax permanent account number (income-tax PAN) of the manager; or Membership number, if applicable or income-tax PAN of the secretary (secretary of a company who is not a member of ICSI, may quote his/ her income-tax PAN)

03344204



Certificate

It is hereby certified that I have verified the above particulars (including attachment(s)) from the records of GITANJALI INFRA TECH LIMITED

and found them to be true and correct. I further certify that all required attachment(s) have been completely attached to this form.

Chartered accountant (in whole-time practice) or  Cost accountant (in whole-time practice) or  
 Company secretary (in whole-time practice)  
 \* Whether associate or fellow  Associate  Fellow  
 \* Membership number or certificate of practice number

3531

Remove Attachment

Remove Attachment

Remove Attachment

Remove Attachment

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company

बरल - ५/		
2006	6L	92E
2012		



बदर - ४/	
006	99
2012	

PERMANENT ACCOUNT NUMBER  
**AAKPG1404C**  
 TAXPAYER'S NAME  
**SALESH RADHAKISHAN GOYAL**  
 NAME OF FATHER'S NAME  
**RAHDAKISHAN MURLIDHAR GOYAL**  
 DATE OF BIRTH  
**01-08-1964**  
 SIGNATURE  
  
 DIRECTOR OF INCOME TAX (SYSTEMS)



एम कार्ड के को / मिल कार्ड पर प्रमाणित करने वाले  
 अधिकारी को सूचित / कानून  
 आचरण जांचक (कानून) को  
 सी-13, प्रत्यक्ष कर  
 कार्यालय, मुंबई-400 051.  
 In case this card is found to be  
 the holding officer of the  
 Commissioner of Income Tax (Computer Systems)  
 C-13, Pratyakshakar  
 Mandir, Mumbai-400 051.



बंदर-४/

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२०११	

बरल - ५/

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PERMANENT ACCOUNT NUMBER  
**AAXPN7768F**

NAME  
**AHJYATH SHIVRAMAN NAIR**

FATHER'S NAME  
**NARAYAN NAIR**

DATE OF BIRTH  
**28-12-1966**

RECEIVED SIGNATURE  


आचार्य राजेश (कंप्यूटर ऑपरेशंस)  
 Commissioner of Income-tax (Computer Operations)



*Handwritten signature*



खरल - ५/		
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स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER  
**ABWPT8736D**

नाम / NAME  
**NARENDRA EKNATH TALWALKAR**

पिता का नाम / FATHER'S NAME  
**EKNATH TALWALKAR**

जन्म तिथि / DATE OF BIRTH  
**17-01-1959**

हस्ताक्षर / SIGNATURE  
*[Signature]*

आयकर निदेशक (प्रणाली)  
 DIRECTOR OF INCOME TAX (SYSTEMS)



*Talwalkar*

खरल - ४/	
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खरल - ५/		
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*Handwritten signature*

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बंदरा - ५/  
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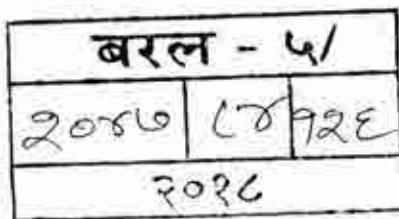
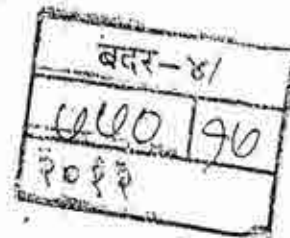
*[Handwritten signature]*

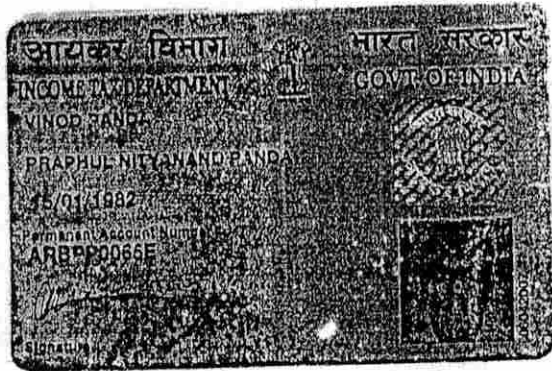
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बदर - ४/	
660	96
2082	



MINISTRY OF CORPORATE AFFAIRS		
RECEIPT		
G.A.R.7		
SRN: B59733642		Service Request Date: 16/10/2012
Payment made into: Union Bank Of India		
Received From:		
Name	: GITANJALI GEMS LIMITED	
Address	: B/6, 1ST FLOOR, LAXMI TOWERS BANDRA KURLA COMPLEX MUMBAI, MAHARASHTRA 400051	
Entity on whose behalf money is paid		
CIN	: U45201MH2006PLC165939	
Name	: GITANJALI INFRA TECH LIMITED	
Address	: 801/802 PRASAD CHAMBERS OPERAHOUSE BOMBAY MUMBAI, MAHARASHTRA INDIA - 400004	
Full Particulars of Remittance		
Service Type: eFiling		
	Service Description	Type of Fee
Fee For Form 18		Normal
		Amount (Rs.)
		500.00
		Total
		500.00
Mode of Payment: Credit Card - Union Bank Of India		
Received Payment Rupees: Five Hundred only		





Witness - 2

287

*[Handwritten signature]*



बदर-४/	
०००	१९
२०१२	

शरत - ५/		
२०४०	८५	१२६
२०१६		

Witness - 1



*Deepak*

288



बोरल - ५/		
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2026		

बोर - ४/
007/96
2022





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## घोषणापत्र

मी, नरेंद्र तळवलकर याद्वारे घोषित करतो की दुय्यम निबंधक बोरीवली- ५ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. गीतांजली इन्फ्राटेक लिमिटेड चे डायरेक्टर ऐ शिवरमण नायर यांनी दि. २१/११/२०१२ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/ नियोजित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबदल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपयोक्त कृती करण्यास पूर्णता सक्षम आहे सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :

*N. N. N.*

कुलमुखत्यारपत्र धारकाचे नाव व सही



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महाराष्ट्र MAHARASHTRA

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RM 640232

प्रधान मुद्रांक कार्यालय, मुंबई  
 प. क्र. वि. क्र. ८००००१९  
 - 3 FEB 2017  
 सक्षम अधिकारी ३

श्री. रा. कु. मोटले

CONSTRUCTION WORK AGREEMENT

THIS CONSTRUCTION WORK AGREEMENT is made and entered into at Mumbai on this THURSDAY, 09<sup>th</sup> day of FEBRUARY in the Christian year of 2017 between GITANJALI INFRATECH LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at A-1, 7<sup>th</sup> Floor, Laxmi Towers, Bandra Kurla Complex (BKC), Bandra (East) Mumbai - 400051 hereinafter referred to as "The DEVELOPERS" (which expression shall unless be repugnant to the context or meaning thereof mean and include its legal representatives, administrators, successors, executors and assigns) the party of the FIRST PART;

AND

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गुणक विक्री नोंदवही अनु. क्रमांक/दिनांक  
(Serial No./Date)

013703

दस्तावा प्रकार  
(Nature of document)

हेतु नोंदणी करणार आहेत का ?  
(Whether it is to be registered?)

मिळकतीचे ब्रीफवर्णना  
(Property Description in brief)

मुद्रक विकत घेणाऱ्याचे नाव  
(Stamp Purchaser's Name & Signatures)

हस्तो अक्षरवर्णना (If through a person Name, Address)

सुद्ध्या (Name of the person)

मुद्रक विकत घेणाऱ्याचे नाव  
(Stamp Purchaser's Name)

मुद्रक विकत घेणाऱ्याचे नाव  
(Stamp Purchaser's Name)

मुद्रक विकत घेणाऱ्याचे नाव  
(Stamp Purchaser's Name)

Agreement 9 FEB 2017

Chhemenjau Infocade (Pvt)

Banerjee (M)

Aekas Construction



महाराष्ट्र राज्य नोंदणी विभाग  
मुद्रक विक्रीचे दिनांक/प्रकार: ही नोंदणी करणारी कंपनी  
गण. नं. १०, नॉर्दर्न कोर्टासमोर, ए. व्ही. मार्ग, नॉर्दर्न पूर्व, मुंबई-४००००२  
या कंपनीच्या मालकी मालकी नोंदणी करणारी कंपनी त्या  
द्वारे नोंदणी करणारी कंपनी मालकी नोंदणी करणारी कंपनी



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M/s. **Aakar Constructions** a Proprietorship through its Proprietor Mr. Zakir Hussain, age about 38 Years having registered office at F-26, 1<sup>st</sup> Floor, Eternity Mall, Thane west hereinafter referred as "**The CONTRACTORS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the partners of the said Firm for time being and from time to time constituting the said firm and survivors or survivor of them their respective heirs, executors, administrators and/or assigns) **the party of the SECOND PART;**

**WHEREAS:**

1. The Developer is the absolute owner and in possession of and is well and sufficiently entitled to the land bearing CTS No.68-A situated at Village Magathane, Borivali (East), Mumbai-400 068 hereinafter referred to as said land.
2. The Developer have evolved a scheme for development of the Land and setting up and constructing a Residential Complex thereon (hereinafter referred to as "the Project") to be known as "TATVA" to be undertaken in a phase-wise manner which involves (i) construction of Residential Buildings (comprising of residential flats, and car parking spaces) on the Land through utilization of the full potential of the Land through utilization of the existing, new and additional F.S.I. and Compensatory F.S.I. and Transferable Development Rights (hereinafter referred collectively to as "FSI / TDR") which may be applicable/permissible/available in respect of the entire Land from time to time in accordance with the sanctioned Plan, as may be modified from time to time and the Commencement Certificates and further Commencement Certificates to be issued by Municipal Corporation for Greater Mumbai (MCCM), from time to time.
3. The Developers have entered into a Standard Agreement with M/s. Neo Modern Arch, Architect (hereinafter referred to as the "**Project Architects**") registered with the Council of Architects and such Agreement is as per the format Agreement prescribed by the Council of Architects.
4. The Developers have entered into a Standard Agreement with M/s. Tee Arch Consultants Pvt. Ltd., Architect (hereinafter referred to as the "**Liasioning Architects**") registered with the Council of Architects and such Agreement is as per the format Agreement prescribed by the Council of Architects.
5. The Developers have appointed M/s. Shanghvi & Associates Consultants Pvt. Ltd. as Structural Engineers for the preparation of the structural designs and drawings for development and construction of the buildings.



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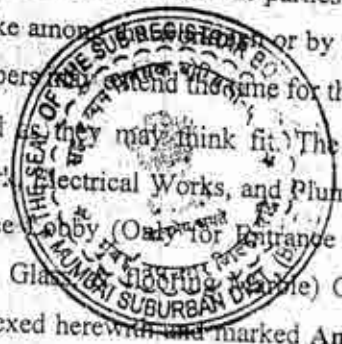
- 6. The Developers have commenced the development of the said Land in phase-wise manner.
- 7. The Developer is desirous of appointing contractor for works contract construction work and the Contractor has agreed to do the construction work. The subject matter of this Agreement is project named TATVA ("the said Building") of ground plus several upper storeys have to be constructed on the said Land.

Both the parties are desirous of reducing the said understanding in writing in accordance with the terms and conditions of this Construction Agreement.

**NOW AS MUTUALLY AGREED BETWEEN THE PARTIES THIS CONSTRUCTION AGREEMENT WITNESSETH AS UNDER:**

- 1. The Contractor agreed to undertake the construction work of Project known as Tatva consisting of 2 wings, Prayaan and Urja comprising of 21 upper floors for Prayaan and 20 floors for Urja alongwith basement and 3 level podium total admeasuring 4.5 lakh sq. ft.(Approx) on the said property in conformity with the sanctioned plans, drawings and elevations and complete all the said works with the material of the best quality and in the most substantial and workmanlike manner and to the satisfaction of the said Architect of the Developers for the construction rate as agreed in terms of the Annexure "D" attached herewith.
- 2. The Construction Work agreed to be undertaken by the Contractors shall include Stait, stair case lift machine room, balcony and all finishing works including Flooring, Door, Electrical wiring and switch fixing and all other incidental construction etc. The Contractor will finish and complete the said building on or before the 31<sup>st</sup> of December 2017 subject to the reasonable extension in the completion period as may be mutually agreed upon between the parties provided that if the Contractor is prevented by any strike among the workers or by reason of any other cause beyond his control, the said Developers shall extend the time for the completion of the works for such reasonable period as they may think fit. The parties have agreed to the main items of the Civil Work, Electrical Works, and Plumbing Works, Sanitary Wares and C.P. Works, Entrance Lobby (Only for Entrance Lobby work Developer will provide Railing Material, Glass and other related works whose list is annexed herewith and marked Annexure "A" to this agreement. The said annexure also specifies the quality of the item to be used in the Civil Construction. It is agreed that the Contractor shall not use any item inferior to that which has been provided in Annexure "A".

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3. The Contractor shall also do all the finishing works and construct facilities and amenities of the quality and quantity as agreed in the Annexure "A" annexed hereto. It is specifically agreed that the Contractor shall provide all such amenities as provided in the said Annexure and complete the building in all respect with lock and key as per the specification provided herein and directed by the Architect of the Developers.
4. The Rate of the Construction Work shall be Rs. 39,84,82,511/- (Rupees. Thirty Nine Crore Eighty Four Lakhs Eighty Two Thousand Five Hundred Eleven Only) which shall be paid by the Developers as per the progress of the work. The contractor shall submit the running bills to the Developers from time to time which shall be paid by the Developers within 30 days from the date of the receipt of the running bills of the Contractor. The understandings between the parties are such that 50% of the bill will be paid within 15 days and balance 50% within 30 days. The payment will be subject to the phase wise completion of the entire Civil Works and Amenities Works as per the schedule annexed herewith as Annexure "B" and "C" to this Agreement. The payment to the contractor shall be made in accordance with / adjustment as per "Annexure D and Annexure E" and submitted bill of the contractor shall be adjusted / debited as per "Annexure D and Annexure E"
5. The completion of the constructed area shall be determined by the joint measurement of the Developers and the Contractors or their representatives. It is agreed that the joint measurement shall be done by the parties by giving at least 24 hrs prior notice of showing intention of such measurements. The running bills shall be approved by the Architects of the Developers upon such joint measurements of the constructed area.
6. It is agreed that ~~any~~ prior to ~~submit~~ the constructed area for the purpose of the payment of the bills towards the construction, the parties shall take all the elevations like Flower Beds, Dry Balcony and Covered Box Area into consideration which shall be calculated at par with the other constructed area and be calculated as 100 % constructed area.
7. In determining the construction rate, the contractor shall consume the steel & cement of the best quality in the RCC Construction and the consumption shall be approximately 4.5 kilogram per sq. ft. at the present price of steel @ Rs. 45 per sq. ft of built up area Cement rate considered is Rs. 350 per bag.



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*Signature*





8. During the construction work undertaken by the Contractors, the Developers have agreed to the followings:-

- a) The Developers shall be responsible for all the permissions of the Local Authority as per the plans annexed herewith and any variation, amendments or alteration of the same shall be informed to the contractors well in advance in order to execute the same in the regular course of business.
- b) The Developers shall provide adequate water and electricity supply at site for the use of the same in the construction activities. The cost of the water and the electric supply shall be borne and paid by the Contractors.
- c) Proper Security shall be provided by the Developers at their own cost at site and they shall make sure that the construction activities undertaken by the contractors under this agreement are not disturbed.
- d) The Developers shall be liable to pay the Service Tax, VAT, Turnover Tax, Works Contracts Tax and all other Government and/or Local Authorities Taxes with respect to the said Construction Work undertaken by the Contractors bills as applicable & nothing extra Shall be payable on this account.
- e) It is agreed that the Developers shall be fully responsible to provide immediate solutions to any obstruction caused by the Authorities or Local people or anybody else at their own cost. It is agreed that if the construction work is held up because of any problems as above said, the time period for the completion of the construction shall be extended accordingly.

9. The following periods shall be excluded from the constructions period:-

- a) War, Civil, commotion or act of God,
- b) Any notice, order, notification, policy of the Government or other public, judicial or competent Authority restricting the execution of the construction work
- c) Any stay or injunction order of any Court of Law is issued with respect to the said construction.
- d) Any delay in procuring drawing, decisions making and the payment of running bills or any other reasons beyond the control of the Contractor.

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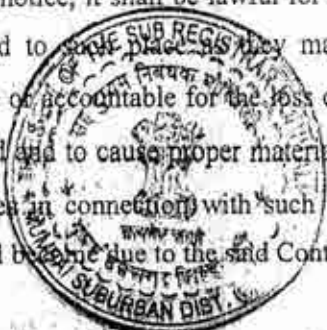
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10. It is agreed that the construction work shall be carried out between 8 A.M. to 8 P.M. without causing any inconvenience or nuisance to the local people as per the rules and regulations of the Local Authority.

11. If the Contractor shall become bankrupt or from any cause whatsoever be prevented from or is delayed in the proceeding with and completing the said works according to the terms and conditions of this agreement, or does not proceed with the said works to the satisfaction of the said Developers, it shall be lawful for the said Developers to leave or cause to be left at the usual place of abode or business of the Contractor, a notice in writing for the said Contractor to proceed forthwith and effectually with the said works. In case the said Contractor shall, for 30 days after such notice is so left as aforesaid, make default in forthwith and effectually proceeding with the said work it shall be lawful for the said Developers to employ any other workmen either by Contractor or otherwise to proceed with the said works and complete the same and pay to the said workmen out of the moneys which shall be then due to the said Contractor on account of this agreement, the amount of their charges for the same and for all necessary materials to be found and provided for such completion; and if the amount of balance to the credit of the Contractor be insufficient to cover such charges for such workmen and materials then in such a case the said Contractor shall and will make good and pay such deficiency on demand.

12. In case any of the materials brought on the said Site/ Premises by the said Contractor, shall be considered by the Architect of the Developers as unsound or in any respect improper, the said Contractor will upon notice in writing to him or his foreman/Engineer on the Site/ Premises given by the said Architect or Developers, cause the same to be removed from the ground and proceed with the said works with materials corresponding with the specifications and instructions approved by the said Architect or Developers and on default of such removal within 7 days after such last mentioned notice, it shall be lawful for the said Architect or Developers to cause to be removed to ~~such place as they~~ <sup>any place as they</sup> may think proper without being in any way answerable or accountable for the loss or damage that shall happen to any materials so removed and to cause proper materials to be substituted for the same, and to pay all expenses in connection with such removal and substitution out of the money which shall become due to the said Contractor by virtue of this agreement.



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13. If the Developers shall think proper at any time or times to make any alteration or additions or omissions in the works hereby contracted for, shall give to the said Contractor written instructions for such alterations or omissions signed by the their Architect. Any additional charge by the Contractor with respect to such alterations if certified to be correct by the architect shall be paid for in the same manner and at the

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same time as herein before expressed for the payment of the ultimate balance of the said sum not exceeding the sum calculated at the agreed rate.

14. Any damage arising from accidents or carelessness of the workmen or otherwise to the said work hereby contracted for or to the materials or implements therein used or to the workmen shall be borne and effectually made good by the said Contractor at their own costs and charges.
15. The Contractor shall use in the construction best quality materials in accordance with the specifications mentioned herein. The Contractor will at the first instance and at his own costs and expenses, arrange for all bricks, lime, sand, cement, steel, stone, timber, iron rods and other materials whatsoever necessary for the said works, all such materials being of the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing of the said work according to the said plans and specifications; and in case any material or materials is or are not approved by the Developers, the Contractor shall forthwith, at his own expenses, replace and substitute the same with better material and materials as approved by the Developers.
16. Defect liability period shall be 12 months from the completion of the work. In the event of contractor failing to rectify any defects notified by the Client, within the reasonable period, then the same shall be got rectified by the Client at the cost of the Contractor. The cost shall be adjusted against the retention money of the contractor with the Client. The Contractor shall attend all defects arisen during the Defects Liability Period and rectify them with no cost to the Client within 07 (Seven) days from the date of occurrence, failing which the Client shall get it done through other agency and the cost will be recovered from any amount due to the Contractor. The decision of the engineer - In - Charge regarding the cost incurred for rectification will be final & binding to the Contractor without any demur.

17. Retention 5% of total value of each Bills payment to be held back as retention amount which will be paid after 12 months of completion of work possession

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18. If the contractor fails to observe the time schedule		
Rate Period i.e. within 1 year from the date of receipt		



(CC) or extended period, the Contractor shall be liable to pay to the Builder / Developer liquidated damages at the rate of Rs. 10,000. per day for entire period of delay / till the work remains incomplete. The Builder / Developer shall be entitled to recover the said liquidated damages from any sum payable to the Contractor under this agreement.

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*[Handwritten signature]*

19. The Contractor shall abide by observe all the Central, State & local statutory / legal compliances related to applicable Labour laws & Contract Labour Act, Employees Provident Fund Act, Insurance Act and or other applicable Acts; Laws, Rules & Regulations related to construction of building activities. It is hereby agreed between parties that any breach related to Non-compliance of any of above said laws, the Contractor shall be solely responsible.

20. Insurance:

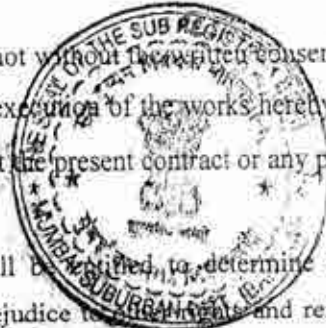
The Contractor shall insure in the joint names of the company and contractor, against all the losses or damages during transit, storage, execution, commissioning of the works, workmen's compensation etc., from any and all causes (including CAR) and as may be required by law. The Contractor shall take out necessary Insurance policies for the due execution of the contract for the complete duration of the contact. A copy of all the Insurance policies shall be submitted to the Company for necessary records. The contractor shall ensure that the company is named as loss payee in all insurance policies obtained by the contractor.

21. House-keeping & Cleaning:

The contractor shall clear the area of work of all the debris, muck and mud etc. generated during the course the works and keep the project site clean and tidy. The debris should be cleaned on regular basis and disposed off to a suitable location identified by the contractor at its own cost. Regular cleaning of the site shall be done by the contractor and debris shall be collected at specific location on the ground floor as per instruction of the project in charge / Engineer / Supervisor to maintain good working conditions failing which the owner reserve the right to get it done from other agencies and debit the expenses incurred against the job to the main contractor

22. The Contractor will not without the written consent of the said Developers make any sub-contract for the execution of the works hereby contracted for or any part thereof nor assign or underlet the present contract or any part thereof.

23. The Developers shall be entitled to determine this agreement and discharge the contract, without prejudice to the rights and remedies available, if the Contractor shall become insolvent or fails and/or neglects to carry out instructions on their behalf or to complete the work or suspend the same or delay the progress thereof without reasonable cause or suffers or allows any execution or attachment levied on the properties at the site or refuses or persistently neglects to make good the defective work, if any, or if without the written consent of the Developer, assigns or sublet this contract.



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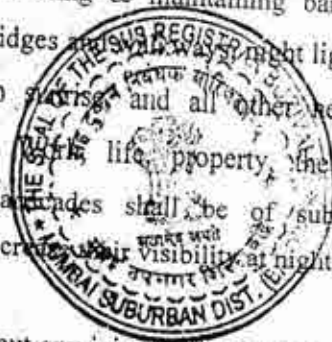


24. In case of termination of this agreement and/or discharge of the Contractor as hereinbefore stipulated, the Developer shall be entitled to appoint a new Contractor or Contractors to continue and complete the said project and buildings, or any additions to building or buildings and works, if any, according to the said plans and specifications or any deviations there from and authorize him to use any plants, materials and property of the Contractor left upon the site and the Contractor shall in such case lose and be deprived of all their rights whatsoever under this contract except claim for moneys unpaid on settlement of accounts between the parties and scrutiny of all bills.

25. Safety Precautions And Regulations :

- a. The Contractor shall be solely responsible notwithstanding any stipulated by the Client for initiating maintaining and supervising all safety precautions and programs in connection with the Construction Work, and shall comply with all Laws, Ordinances, Codes, Rules, Regulations and lawful Orders of any State/Public Authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire Contract Period including non-working hours.
  - b. The Contractor shall maintain first aid facilities at Site.
  - c. The Contractor shall store all the material properly as instructed by the Engineer – In – Charge.
  - d. The Contractor shall provide to all his workmen the PPEs such as safety helmets, safety shoes, safety gloves, safety belts, safety goggles, ear plugs, safety aprons, face masks and other safety gadgets as required.
  - e. The Contractor shall provide labour for erecting & maintaining barricades, guards, guard rails, safety nets, temporary bridges, night lights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safeguards to protect the work, life, property, the public excavations, equipment and materials. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night.
- f. Contractor shall indemnify the Client about any injury to or damage, loss of property or person of the Client or any third party caused directly or indirectly due to the Work carried out by the Contractor, any mishaps / accidents occurred at the Site.

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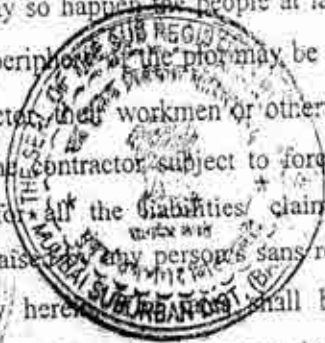
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g. Breach of safety provisions & regulations :

The Contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents on the Site to both, persons & property. Any accident taking place during the tenure of this Contract, causing injury to or loss of life of any individual shall be treated as breach of safety provisions and regulations of the Contract. On violation of the safety regulations, the Client will impose the following penalties on the Contractor and the Contractor will be liable for the same.

- i. If a worker is found not wearing a helmet, a fine of Rs. 50/- (Rupees Fifty only) will be imposed on the Contractor per instant.
- ii. If a worker is found not wearing a safety belt, a fine of Rs. 500/- (Rupees Five Hundred only) will be imposed on the Contractor per instant.
- iii. The Contractor shall entire responsible for safety & security of his labours, equipments & machinery at site and any accident occurs in ongoing project while performing any activity by the labours/workers. The Contractor shall solely responsible for the accident causing any serious injury to any personnel and accident causing loss of life to any personnel at site & meet their compensation & expenses with legal formalities.
- iv. If any accident taking place on account of negligence of above mentioned safety norms the contractor shall be solely responsible for all consequences arising out of above and client is absolved/indemnified from all claims/compensation/liabilities of whatsoever nature payable by the Contractor to workmen. The Contractor is aware that while execution of the contract it may so happen the people at large in the vicinity and/or property abutting the periphery of the site may be at risk or may get damaged due to act of contractor, their workmen or otherwise. In the event of happening of such event the contractor subject to force majeure undertakes to be solely responsible for all the liabilities/ claims/ suits/ demands of any nature whatsoever raised by any persons sans recourse/ reference to the owner i.e. the company hereinafter shall be inclusive of preparatory work, providing protecting majors to protect the life and property at site and also to ensure 100% safety of customers and personnel using the premises.
- v. The Contractor shall take appropriate measures to secure works and handover to us after completing all the works without any damage, scratches etc. to the satisfaction of the Engineer - In - Charge.



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26. In case any dispute or difference shall arise between the parties during the progress of or after the construction or abandonment of the work as to the meaning or construction of this contract or touching or relating either to the said buildings or works, or to any other matter or things arising directly or indirectly under this contract, then and in such an event the same shall be referred to arbitration and the final decision of a single arbitrator to be mutually agreed between the parties who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties, Otherwise two arbitrators, one to be appointed by each party who will appoint an presiding Arbitrator at the commencement of the proceedings and this clause shall be deemed submission within the meaning of the Arbitration and Conciliation Act, 1996 or statutory modification or re-enactment thereof.

27. Jurisdiction:

Subject to provision of the contract, the courts in Mumbai shall have jurisdiction in respect of any matter arising under or in connection with or relating to this Contract referred to the Courts for adjudication with reference to the arbitration or any other matter arising thereof. No other court shall have jurisdiction in any litigation arising between the parties.

28. Governing Law:

This contract shall be governed and construed in accordance with Indian laws and state of Maharashtra Laws.

*[Handwritten Signature]*



*[Handwritten Signature]*



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## ANNEXURE A

**PROPOSED BUILDING-TATVA (BORIVALI-EAST)**  
**DETAILS OF CIVIL WORK & FINISHING ITEMS**

CIVIL WORK		
1)	R.C.C WORK	R.C. C. Work for columns, Beams, slabs, Wall Pardi for Building and Podium, Terrace work, Lift Machine Room (LMR), Overhead water Tank, Underground water Tank, Swimming Pool Pardi & wherever necessary
2)	Brick Work	Brick work for entire Building, Terrace, Lift Machine Room, Stilt, Podium, Basement, and Compound Wall. Society Office & Watchmen cabin & wherever necessary
3)	Internal Plaster	Internal plaster for Flats, Passages, Staircase, servant & other toilet, all the area of Terrace, Lift Machine Room, Stilt, Podium, Basement, and Compound Wall. Society Office & Watchmen cabin. & wherever necessary
4)	External Plaster	All type of External plaster for entire Building, Terrace, Lift Machine Room, Overhead water Tank, Underground water Tank, Podium, existing & repairing of compound wall & wherever necessary
5)	Water Proofing	Water proofing for Toilets, Kitchen, Flower Bed, Dry Balcony, Servant & other Toilets, E-deck Podium and Terrace
6)	RCC Jali	Cement Jali of Bathroom back side and Staircase back side ducts and Cement Jali for 1 <sup>st</sup> & 2 <sup>nd</sup> podium & any kind of Cement Jali work in entire project
7)	IPS/Concrete	IPS/concrete flooring for podiums, service floor, fire check floor and external Compound wall repairing work
8)	Miscellaneous Civil work	Providing Miscellaneous civil work in coordination with other agencies like Elevator, Fire Fighting, STP, Solar Agencies, Swimming pool & landscaping, waterproofing etc.
<b>FINISHING ITEMS</b>		
A)	<b>FLOORING WORK</b>	
1)	Flooring in living room &	800 mm X 800 mm vitrified tiles flooring with 60mm. ht.



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	kitchen/Dining and Bedroom.	Skirting along the walls of approved brand.
2)	Flooring in Master bedrooms.	1200 mm x 150mm wooden flooring with 80 mm. high skirting along the walls. (AC-4 of approved brand and shade)
3)	Window frames	Double framing in step up form with outer frame in white marble & inner frame in steel grey granite with patta finish.
4)	Door frame (Toilet & Kitchen)	Frames from both the sides would be in steel grey granite with patta finish
5)	Kitchen platform	Under structure (verticals) in white marble & platform top in Steel grey granite.
6)	Kitchen dado	300 mm x 600mm Vitrified tile with 80mm ht. granite skirting above the platform upto 600mm ht.
7)	Flooring & dado in toilets	300mm x 600mm ceramic tiles. Of approved brand, make and shade, full height upto door level
8)	Staircase	Finished in steel grey granite.
	a. From Ground to E-deck level, midlanding trade, risers and skirting.	
	b. From Service floor to terrace midlanding trade, risers and skirting.	Finished in polished kota stone.
	Compound paving (INFRA AREA)	Concrete interlocking paving tiles (patta make).
10)	Flooring for Stilt, Podiums and driveways	Tremix or as approved by GIL management
B	<b>ELECTRICAL WORK</b>	
1)	Wires & cables	As per required gauge in Polycab make. (Main Line in 6 sq.mm. and 4.0/2.5/1.5 sq.mm. for internal + TV/Telephone/Intercom/Video door Fittings for common

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Compound paving (INFRA AREA)		
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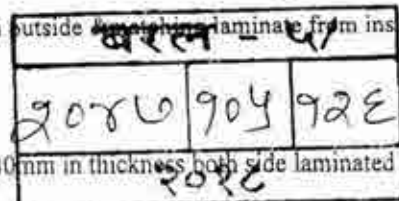
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		areas as per electrical drawings and instructions.)
2)	Modular switches	<b>Legrand/Siemens or as approved by GIL Mgmt</b>
3)	Main distribution board with MCB/MCCB & ELCB etc	<b>Legrand/Indoasian/M.D.S</b>
4)	Security	Intercom for all flats/common areas (wiring only)
5)	Video Door phone	Video Door phone for all flats/common areas (wiring only)
<b>C</b>	<b>P. O. P. WORK</b>	
1)	Walls	All walls to be finishing in avg. 12-15 mm thk. Tikki dhada gypsum plaster in line, level & plumb. ( of approved Brand Gypsum( Buildon) or equivalent)
2)	Ceiling	All ceilings to be finished in gypsum plaster.
3)	Grooves	3/8" X 1/4" groove to be made in gypsum plaster punning along the skirting in the walls & along the door & window frames.
<b>D</b>	<b>WOOD WORK</b>	
1)	Door Frames	
	a. Main door frame	6" X 2 1/2" thk. polyurathene/melamin polished wood frame in "Class I Red Maranti" to be cladded in 2 1/2" X 1/2" thk. Cladding patti in BTC from outside.
	b. Bedroom doorframes.	6" X 2" thk. polyurathene/melamine Polished Wood frame in "Class I Red Maranti" to be cladded in 2" thk. Cladding patti in BTC from outside.
2)	Doors (Shreeji/Kalpataru)	As per design.(40mm thick)
	a. Main door	35mm flush doors to be finished in decorative laminate from both the sides.
	b. Bedroom doors	30mm flush doors to be finished in decorative
	c. Toilet doors	Laminate from outside & decorative laminate from inside. (Egg white)
	d. Staircase	FRD Shutters 40mm in thickness both side laminated



	e. Locks/Handle	Godrej, Dorset, KABA OR as approved by GIL Mgmt
<b>E</b>	<b>POLISHING WORK</b>	
1)	Door pattis & frames	All tipping pattis for the doors with 10mm thk. Wood dharpatti on the sides to be polished in polyeurathane/Melamine/ hand polish.
<b>F</b>	<b>PAINTING WORK</b>	
1)	Exterior paint	Asian/Cross Texture 2.00 mm thick for external walls with Apex paint
2)	Interior paints	All walls & ceiling to be finished in Plastic paint (For flats and common areas)
<b>G</b>	<b>PLUMBING WORK</b>	
1)	U.G. drainage	6" & 4" S.W. pipes.
2)	Vertical drainage	P.V.C. S.W.R. piping (Prince or Supreme) Soil pipe = 110mm Waste water = 75mm Air vent = 63mm Rain water = 110/150mm
3)	External water supply	U PVC piping prince easy fit. Domestic = 25mm Flushing = 40mm
4)	Internal water supply & looping	C- PVC piping (Astral make) - 25mm
5)	Terrace looping and downtakes	U PVC piping- prince easy fit.
<b>H</b>	<b>SANITARY WARE &amp; C.P. FITTINGS</b>	
1)	Sanitary ware	a. Wall mounted w.c's with chair brackets & seat cover. (Hindware of approved series ) b. Under counter ceramic wash basin (Hindware of approved series )  Single lever divertor, flush valves, basin pillar cock, 2-way bib cocks, bath spouts, angle stop cocks, sink cocks, etc (Brand : Jaquar of approved series)
<b>I</b>	<b>FABRICATION WORK</b>	
1)	Railing work	M.S. railing in kitchen area with white matt enamel Paint and M.S. Handrail as per design in Staircase area with white / black enamel paint.
<b>J</b>	<b>ENTRANCE LOBBY</b>	Italian Marble and False Ceiling as per architecture

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	C.P. Fittings	



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		detail.
K	ENTRANCE MAIN GATE	Fixing Entrance Main Gate as per architectural details & specifications
L	OTHER ITEMS	<ul style="list-style-type: none"> <li>a) Light Fittings for all lift lobbies</li> <li>b) Tube lights for staircases and stilt</li> <li>c) Corapound Lights</li> <li>d) SS sink Nirali/Diamond make</li> <li>e) Granite framing for lifts as per architecture details.</li> <li>f) Providing &amp; Fixing Signage's of approved design in all the required areas as per ISO 9001 standards.</li> </ul>



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ANNEXURE B		
PAYMENT SCHEDULE OF CIVIL WORK		
APPROX 1,20,000 SQ.FT, TOTAL APPROX 4,50,000 SQFT		
SR NO	DESCRIPTION	%
1	21st Slab (Prayaan) & 19th Slab (Urja)	7.75%
2	22nd Slab (Prayaan) & 20th Slab (Urja)	7.75%
3	23rd Slab ( Prayaan) & 21st Slab (Urja)	7.75%
4	24th Slab ( Prayaan) & 22nd Slab (Urja)	6.50%
5	23rd Slab ( Urja) & Podium E Deck full Slab	17.25%
6	Balance 1 <sup>st</sup> and 2 <sup>nd</sup> Podium Slabs	6.00%
7	Brickwork	8.50%
8	UG Tank	3.00%
9	OH Tank & Lift Machine Room	5.00%
10	Internal Plaster	5.50%
11	External Plaster	15.75%
12	Paving & Compound Wall and other infra works	6.50%
13	Miscellaneous Work	2.75%
	Total	100%



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ANNEXURE C		
PAYMENT SCHEDULE OF FINISHING WORK		
APPROX 1,20,000 SQ.FT, TOTAL APPROX 4,50,000 SQFT		
SR NO	DESCRIPTION	%
1	CIVIL WORK (FLOORING, WINDOW SILL PATTI, DOOR FRAMES, KITCHEN PLATFORM, TILING WORKS, WATERPROOFING, STAIRCASE)	27.25%
2	ELECTRICAL WORK	15.25%
3	GYPSUM / P.O.P. WORK	13.00%
4	PLUMBING WORK	7.25%
5	TEAKWOOD DOOR FRAME, SHUTTERS & FITTINGS WORK	7.00%
6	INTERNAL PAINTING	11.25%
7	EXTERNAL PAINTING	8.50%
8	SANITARY WARE & C.P. FITTINGS	4.50%
9	M.S RAILING WORK	2.00%
10	OTHER INCL CONCRETE FLOORING/IPS STILT, PODIUM, SERVICE AND FIRE CHECK FLOORS, CEMENT JALI BUILDING & PODIUM ETC	4.00%
	<b>Total</b>	<b>100%</b>

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ANNEXURE D				
Contractor:- Aakar Construction Project; Tatva-Borivali				
Summary for Full/Balance work-Tatva.				
Sr. No.	Description of Item	Percentage / Balance	Amount in Rupees.	Remarks
1	R.C.C. Work for columns, Beams, Slabs, Walls, Pardi for Building And Podium incl. Terrace work, Lift Machine Room (LMR), O.H. tank, U.G.Tank, Swimming Pool Pardi (Work includes Labour + Material)	Balance	10,62,68,690	
2	Brick work For Building, terrace, LMR, Basement, Podiums. (Work includes Labour + Material)	Balance	1,46,42,110	
3	Internal plaster For flats, passage, staircase, servants and other toilets, other areas at Basement and Podiums, Terrace, LMR. (Work includes Labour + Material)	Balance	90,58,042	
4	Gypsum plaster For flats, passage, staircase, servants and other toilets, other areas at Basement and Podiums, Terrace, LMR. (Work includes Labour + Material)	100%	3,05,04,668	Debit Applicable
5	All type of External Plaster For Building, terrace, LMR, O.H. Tank and Podiums etc... whatsoever it may be (Work includes Labour + Material)	Balance	2,66,20,417	
6	Outside Painting For Building, Terrace, LMR, O.H. Tank and Podiums (Work includes Labour + Material)	100%	1,78,66,315	
7	Inside Plastic Painting for flats, passage, staircase, servants and other toilets, other areas at Basement and podiums, terrace, LMR. (Work includes Labour + Material)	100%	2,10,96,929	
8	Internal Painting for basement, Podium, service flr and firecheck flr on all r.c.c. columns, walls, beams and slabs & M.S. Railing. (Work includes Labour + Material)	100%		Debit Applicable
9	Door Frames For flats, passage, staircase, servants and other toilets, other areas at Basement and Podiums. (Work includes Labour + Material)	100%		Debit Applicable
10	Door Shutters For flats, passage, staircase, servants and other toilets, other areas at Basement and Podiums. (Work includes Labour + Material)	100%	1,26,66,301	Debit Applicable
11.a	Flooring work, dado, skirting, protection for flats, passage, entrance lobby, servants and other toilets, other areas at basement and podiums. (Work includes Labour)	100%	2,88,96,330	Debit Applicable
11.b	Kottah flooring, skirting work for staircase including risers and treads. (Work includes Labour + Material)	100%	54,97,328	
11.c	Marble, granite work for doors, windows framing, counter wash basins for flats, lifts, staircase, servants and other toilets. (Work includes Labour + Material)	100%	96,46,723	Debit Applicable

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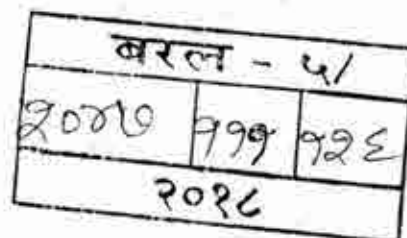


12	All Plumbing Work with fitting & fixtures, complete bathroom, internal and External piping upto overhead tank to bathrooms, From bathrooms to drainage chambers and connection upto Municipal line. (Work includes Labour + Material)	100%	2,79,31,006	Debit Applicable
13	Kitchen platforms for flats including sink. (Work includes Labour + Material)	100%	55,50,111	Debit Applicable
14	Electrical work For Building and Flats upto meter room, including meter room. (Work includes Labour + Material)	100%	3,57,32,630	Debit Applicable
15	Pavers block ground level incl. dressing, soling, p.c.c., Pavers block on E-deck podium and any kind of paver block work in entire project. (Work includes Labour + Material)	100%	1,12,80,949	
16	Cement jali of bathroom back side and staircase backside ducts and Cement jali for 1st and 2nd podium and any kind of cement jali work in entire project. (Work includes Labour + Material)	100%	41,87,131	
17	Water proofing for toilets, kitchen, flower Bed, Dry Balcony, servants and other toilets, E-deck podium and terrace. (Work includes Labour + Material)	100%	1,21,37,591	
18	IPS/concrete flooring for podiums, service floor, Fire check Floor and External compound wall. (Work includes Labour + Material)	100%	52,49,581	
19	MS Railing for flats. (Work includes Labour + Material)	100%	46,42,494	
<b>Total</b>			<b>39,84,82,511</b>	

Note: Taxes Extra as per government rules.

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## ANNEXURE E

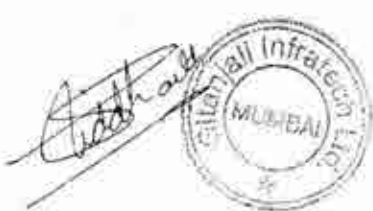
SUMMARY OF ITEMS TO BE DEBITED TO AAKAR CONSTRUCTION			
SR.NO.	DESCRIPTION OF ITEMS	DEBIT SUMMARY	REMARK
1	Electrical Work	Bill Amount of Electrical Work R.A. 01,R.A.02,R.A.03 of Aakanksha Construction	Full Debit
2.a	Flooring Work	Bill Amount of Flooring Work R.A.01, R.A.02,R.A.03,R.A.04 of Aakanksha Construction	Full Debit
2.b		Cost of Marble and Granite Supplied By Developer.	Full Debit
3.a	Plumbing Work	Bill Amount Of Plumbing Work R.A.01 and R.A.02 of Aakanksha Costruction	Full Debit
3.b		Cost of Sanitary and C.P. Fittings Material Supplied By Developer for Sample Flat and Cost Of Flush Valve,Divertor, S.S.Sink Suplied By Developer	Full Debit
4.a	Gypsum Work	Bill Amount of Gypsum Work Done By Other Agencies	Full Debit
4.b		Cost of Gypsum Bags Available at Site as on 30.09.16 (247+116=363Bags)	Full Debit
5	Waterproofing Work	Bill Amount Of Waterproofing Work Done By Other Agency.	Full Debit
6	Door Frames	Amount Of Door Frames Claimed in R.A. Bills of Aakanksha Construction upto R.A.10	Full Debit
7.a	Door Shutters	Bill Amount of Door Shutter Fixing Work Done By Other Agency For Sample Flat.	Full Debit
7.b		Cost Of Door Shutters Supplied By Developer For Sample Flat	Full Debit
8	Internal Painting	Bill Amount Of internal Painting Work Done By Other Agency For Sample Flat.	Full Debit
9	Cement	cost of Cement Available at Site as on 30.09.16 (830+671)=1501 Bags	830 Bags =physical Balance at Site and 671bags=consumed in columns above 16th flr A-wing and transferred to Waterproofing agency.
10	Steel	Cost Of Steel Available at Site as on 30.09.16.(30.04+3.336=33.376MT)	30.04MT=steel supplied by gitanjali and 3.336MT physical balance at site of steel supplied by aakanksha.
11	Others	Other Debits as per GIL Account and agreed with Aakar / Aakanksha	As & When decided by GIL Management

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to these presents the day and year first hereinabove written.

Signed and delivered by ]  
 Mr. Siddharth Shah ]  
 Authorized Signatory ]  
 Gitanjali Infratech Limited ]  
 The DEVELOPERS in the presence of ]



1.....  
 2.....

Signed and delivered by ]  
 Mr. Zakir Hussain ]  
 Proprietor of Aakar Constructions ]  
 therein the presence of ]

For Aakar Construction  
 Proprietor



1.....  
 2.....



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ABS PH 2632J

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ZAKIR AMARULLAH HUSSAIN

AMARUL ULLAH MOHD

03/05/1979

Permanent Account Number

ABSPH2632J

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*Zakir*

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भारत सरकार  
Government of India

जातीय प्रविण मिस्त्री  
Jatin Pravin Misry

जन्म तारीख / DOB : 10/08/1984  
पुरुष / Male



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आधार - सामान्य माणसाचा अधिकार



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भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

पुला वडिलाचे आईचे नाव प्रविण  
मिस्त्री, बी- 206, सन्मर एसईटी  
सोलाइटी शास्त्री नगर, वतक कॉलेज,  
बसई वेस्ट, उमेली, पालघर, बसेीन रोड,  
महाराष्ट्र, 401202

Address: S/O Pravin Mistry, B- 206,  
Summer SET Society, Shastri Nagar,  
Vartak College, Vasai West, Umele,  
Palghar, Bassein Road, Maharashtra,  
401202

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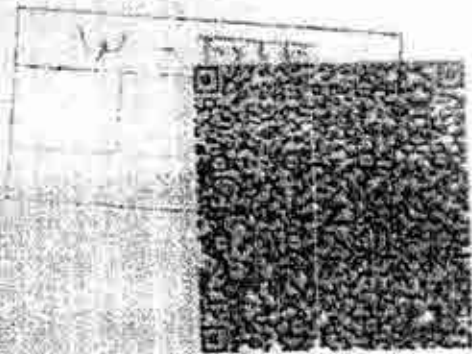
विरेन्द्र शांताराम पेडणेकर

Virendra Shantaram

Pedriekar

जन्म तारीख/ DOB: 11/11/1956

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भाषाविशेष विशेष पहचान प्राधिकरण  
LINGUISTIC PROFICIENCY AUTHORITY OF INDIA

पत्ता:

स्वता, ओम चाळ, रूम नंबर  
5, चंदन सार रस्ता, कोपरी  
पूर्व, साई हिल जवळ,  
विरार-पूर्व, वसई, पालघर,  
महाराष्ट्र - 401305

Address:

C/O, Swatha, Om Chai, Room  
Number 5, Chandan Saar Road,  
Kopari Purv, Near Saai Hill,  
Virar-purv, Vasai, Palghar,  
Maharashtra - 401305



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Summary I (GoshwaraBhag-I)

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दस्त गोश्वारा भाग-1

बरल-5 928  
दस्त क्रमांक: 2047/2018

दस्त क्रमांक: बरल-5/2047/2018

बाजार मूल्य: रु. 1,47,86,570/- मोबदला: रु. 1,23,36,000/-

भरलेले मुद्रांक शुल्क: रु. 7,39,500/-

दु. नि. सह. दु. नि. बरल-5 यांचे कार्यालयात  
अ. क्र. 2047 वर दि. 15-02-2018  
रोजी 5:08 म.नं. वा. हजर केला.

पावती: 2227 पावती दिनांक: 15/02/2018

सादरक पणाराचे नाव: मे. आकार कन्स्ट्रक्शन चे  
प्रोपरायटर झाकीर अमरुतुल्लाह हुसैन

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2540.00

पृष्ठांची संख्या: 127

एकूण: 32540.00

दस्त हजर करणाऱ्याची सही:

सह दु.नि. का. बारीवली

सह दु.नि. का. बारीवली

दस्ताचा प्रकार: करारनामा

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

शिक्का क्र. 1 15/02/2018 05:08:46 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 15/02/2018 05:09:51 PM ची वेळ: (फी)

प्रतिज्ञापत्र

\* सादर दस्तऐवज हा नोंदणी कायदा 1906 अन्वयेत भरलेल्या वेळापत्रानुसार नोंदणीस द्यावत केलेला आहे. \* दस्तऐवज संपूर्ण भरतपूर, निष्पादक खबती, राखीदार या सोबत जोडलेल्या फागदपत्रांचे सत्यता तपासली आहे. \* दस्तऐवज सत्यता देणारा सागदेगीत काबीजतो दस्त निष्पादक व कर्तुतोधारक हे संपूर्ण जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:



## Summary-2( दस्त गोपवारा भाग - २ )



15/02/2018 5:34:34 PM

दस्त क्रमांक : बरल-5/2047/2018

दस्ताचा प्रकार :- करारनामा

दस्त गोपवारा भाग-2

बरल-5

दस्त क्रमांक: 2047/2018

924

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: गीतांजली इन्फाटेक लिमिटेड चे डायरेक्टर ऐ शिवरमण नायर यांच्या तर्फे मुखत्यार नरेंद्र लळवलकर पत्ता: प्लॉट नं: ए विंग, माळा नं: 7 वा मजला, इमारतीचे नाव: लक्ष्मी टॉवर्स, ब्लॉक नं: बांद्रा पूर्व, रोड नं: बांद्रा कुर्ला कॉम्प्लेक्स, महाराष्ट्र, मुंबई. पिन नंबर: AACCG7677G	लिहून देणार वय :- 49 स्वाक्षरी:- <i>[Signature]</i>		
2	नाव: मे/- आकार कन्स्ट्रक्शन चे प्रोपरायटर झाकीर अमरुतुल्लाह हुसैन पत्ता: प्लॉट नं: 705, बी विंग, माळा नं: -, इमारतीचे नाव: ताहीमा कॉम्प्लेक्स, ब्लॉक नं: ठाणे, रोड नं: तलाव पाली रोड, एम. एम. वॅली कौसा, महाराष्ट्र, ठाणे. पिन नंबर: ABSPH2632J	लिहून देणार वय :- 39 स्वाक्षरी:- <i>[Signature]</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ: 15 / 02 / 2018 05 : 13 : 16 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: जतीन पी मिस्त्री वय: 34 पत्ता: बी-206 समर सोसायटी वसई पश्चिम पिन कोड: 401202		
2	नाव: वीरेंद्र एस. पेडणेकर वय: 62 पत्ता: रूम नं 5 चंढन सार रस्ता कोपरी पूर्व साई इल जवळ विसार पूर्व पिन कोड: 401305		

शिक्का क्र.4 ची वेळ: 15 / 02 / 2018 05 : 14 : 44 PM

शिक्का क्र.5 ची वेळ: 15 / 02 / 2018 05 : 14 : 53 PM नोंदणी पुस्तक 1 मध्ये

सह दु.नि.का. नोंदणी 5

## EPayment Details.

Sr.	Epayment Number	Defacement Number
1	MH010638095201718E	0G05858733201718

2047 / 2018

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बरल - ५/		
2080	92E	92E
२०१८		

प्रमाणित करण्यात येते की, या  
दस्तावेज एकूण ९२-६०० पाने आहेत

*[Signature]*

सह दुय्यम नियंत्रक, बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा

2080

बरल - ५ / २०१८  
पुस्तक क्रमांक १, क्रमांक.....वर  
नोंदला. 15 FEB 2018  
दिनांक :

*[Signature]*

सह दुय्यम नियंत्रक, बोरीवली क्र. ५,  
मुंबई उपनगर जिल्हा.



15 February, 2018

सूची  
क. १

दुय्यम निबंधक : सह दु. नि.  
बोरोवली २  
दस्त क्रमांक : 2047/2018

नोंदणी  
सिंगन 83m

रायाचे नाव : मागाठाणे

- (1) विलेखाचा प्रकार
- (2) मोबदला
- (3) बाजारभाव/भाडेपट्टयाचा/बायविलेखापट्टयाकार/आकारणी देता की घटदार ते
- (4) भू. मापन, घाटाहिससा व परकामांचे (अस्तित्वाचे)

करारनामा  
रु. 12,336,000/-  
रु. 14,786,570/-

(5) क्षेत्रफळ :

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(7) दस्तऐवज करून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असाव्यास, प्रतिक्रियेचे नाव व पत्ता

(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असाव्यास, प्रतिक्रियेचे नाव व पत्ता

- (9) दस्तावेज करून दिल्याचा दिनांक
- (10) दस्त नोंदणी केल्याचा दिनांक
- (11) अनुक्रमांक, खंड व पृष्ठा
- (12) बाजारभावप्रमाण मूद्रांक शुल्क
- (13) बाजारभावप्रमाण नोंदणी शुल्क
- (14) शेर

002A, धातिकाचे नाव: मुंबई मनपा इतर वर्णन: सदानिका नं. 1002 बी विंग, माळा नं. 19 वा मजला, इमारतीचे नाव: लख इन प्रोग्रेस बी विंग, ब्लॉक नं. बोरोवली पूर्व, मुंबई-400 066. रोड: दलपंढा रोड, इतर: माहिती सदानिकाचे क्षेत्रफळ 1028 चौ. फुट. कारपेट कार पार्किंग स्ट्रीट नं. 82 आणि 83 चे क्षेत्रफळ 248 चौ. फुट. कारपेट: 105.09 चौ. मीटर

1) नाव: गीतावली इन्फॉर्मेटिक्स प्रा. लि. शिवरमज नायर यांच्या सर्फे मुखत्यार नरेंद्र लखवलकर. वय: 40; पत्ता: प्लॉट नं. ए विंग, माळा नं. 7 वा मजला, इमारतीचे नाव: लक्ष्मी टॉवर्स, ब्लॉक नं. बांद्रा पूर्व, रोड नं. चंद्रा कुर्ला कॉम्प्लेक्स, महाराष्ट्र, मुंबई; पिन कोड: 400051; पॅन नंबर: AACU3376770

1) नाव: मे. आकार कम्प्युटरचे प्रापरपटर द्याकोर अमरुतुल्लाह हुसेन; वय: 39; पत्ता: प्लॉट नं. 705, बी विंग, माळा नं. 7 इमारतीचे नाव: लक्ष्मी कॉम्प्लेक्स, ब्लॉक नं. ठाणे, रोड नं. तलाव पाली रोड, एम. एम. वॅली कॉम्प्लेक्स, महाराष्ट्र, ठाणे; पिन कोड: 400012; पॅन नं.: ABSPH26321

15/02/2018

15/02/2018

2047/2018

रु. 119,500/-

रु. 20,000/-



मूल्यांकनासाठी विचारता येतिलेला तपशील मूद्रांक शुल्क, आकारलाना निवडलेला अनुच्छेद :

Null

(1) Within the limits of any Municipal Corporation or any Cantonment area annexed to it.



खरी प्रत

Signature

सह दुय्यम निबंधक, बोरोवली क्र. ५,  
मुंबई उपनगर जिल्हा.