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23 OCT 1978

ARTICLES OF AGREEMENT made at Bombay this <sup>6<sup>th</sup></sup> day of November 1978 BETWEEN SHRI NINTI M. LAKSHMANA, (2) Smt. KUSUMBEN MANGAL LAKSHMANA, (3) Smt. INDIRA MAHENDRA LAKSHMANA and (4) Smt. USHA DILIP PARKER, ALL of Bombay Indian Inhabitants, (hereinafter called the "VENDORS" which expression unless it be repugnant to the context or meaning thereof shall be deemed to include their respective heirs, executors, administrators and permitted assigns) of the ONE PART AND SHRI MILAPCHAND CHETANDAS MAHEJA, Indian Inhabitant, residing at B, "Arun", Narayan Laxholkar road, Bombay 400 000, carrying on business under the name and style of M/s JAYAN JEWELS at Shop No. 23/25, Air-Conditioned Market, T rdeo, Bombay 400 034 (hereinafter called the "PURCHASER" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and permitted assigns) of the OTHER PART, WITNESSETH:

WHEREAS the Vendors are the Owners of Ground floor premises No.6-1, situate in the building "Swagnalok" at 47, Lady Jagmohandas Marg, Bombay-400 036, admeasuring approximately 975 square feet built up area AND WHEREAS the Vendors further declare that they had purchased these premises in the name of Kirti M. Lekdawala and others from M/s Parag Premises builders (P.) Ltd., and they are members of Nepean Sea Road Parag Premises Co-operative Society Ltd., which Society is a registered Society under Maharashtra Co-operative Society Act, 1961, bearing Registration No.BOM/3EM/1053 of 1978.

AND WHEREAS the entire building Swagnalok and another building Kshitij now belong to the abovenamed Society.

AND WHEREAS the Vendors also declare that the a ovenamed Society has not issued shares as yet but is likely to issue shares shortly and they the Vendors shall request the Society to either issue the shares directly in the name of the Purchasers or transfer the same to the Purchasers if they are first issued in the name of the Vendors

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WHEREAS the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to Purchase from the Vendors the premises referred to above for a total consideration of Rs.4,25,000/- which consideration is inclusive of the various fittings, fixtures, cost of additions and alterations like tiling, brick work, plastering, electric wiring, frames for air-conditioners, etc.

NOW THIS INSTRUMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN the parties hereto asunder:

1. The Vendors hereby agree to sell, assign, and transfer to the Purchaser and the Purchaser hereby agrees to purchase from the Vendors premises bearing No. G-1 on the ground floor of Swapna Lok at 47, Nepean Sea Road, (now known as L. Jagmohandas Marg in the Nepean Sea Road, Parag Prem Premises Co-operative Society Ltd., measuring about 975 sq. ft. built up area shown on the plan hereto annexed and delineated thereon in red colour boundary line at or for the price of Rs.4,25,000/- to be paid by the Purchasers to the Vendors as follows:

that is to say a sum of Rs.50,000/- to be paid on or before the execution of these presents as and by way of earnest money, and the balance of Rs.3,75,000/- to be paid on or before 30th November, 1973 or against possession whichever is earlier, time being of the essence of contract.

2. The Vendor hereby declare that the whole of the ground floor premises have been sui-divided into two parts, one belonging to Dana Bank and another hereby agreed to be sold to the Purchaser and the said Sub-division has been approved and sanctioned by the Municipal Corporation of Greater Bombay.

3. The Vendors have paid to the builders a sum of Rs.3,000/- as deposit at the time of taking possession

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M. L.  
L. D. P.  
P. S.

and the Purchaser has agreed to pay the same to the Vendor at the time of completion of the sale PROVIDED HOWEVER that if any deductions by way of taxes, maintenance charges, etc. are made by the builders from the said deposit, for the period prior to 30.9.1973 the amount so deducted shall be paid back by the Vendors to the Purchaser on production of proof of such deduction.

4. The Vendors have paid to the Builders or to the Society in full all the bills for maintenance, taxes, service charges, etc., till 30th September, 1973 and the Purchaser shall be liable to pay all dues such as taxes, maintenance, etc., payable to the Society for the period from 1.11.1973 onwards. If there be any dues payable to the Society for the period prior to 31st October, 1973 the Vendors shall be liable to pay the same.

5. The Vendors hereby declare that they have not created any encumbrances or charge thereon.

6. The Vendors agree that they shall obtain consent of the Society for sale of the premises if necessary.

7. The Vendors hereby agree to indemnify and keep indemnified the Purchaser against non-payment of all such outgoings and against all actions, suits, proceedings, costs, claims and demands in respect thereof relating to the premises hereby agreed to be sold for the period prior to 31.10.1973.

8. The Vendors declare that the Vendors have good right full power and absolute authority to assign and transfer the said premises unto and to the use

of the Purchasers. The Vendors further declare that the Vendors have not done, committed or omitted or knowingly or willingly suffered or been party or privy to any act, matter or thing whereby the Vendors have been or may be prevented from assigning or transferring the said property unto and to the use of the Purchase free from encumbrances. The Vendors further declare that the Vendors have not created any charge mortgage or any other encumbrances whatsoever on the said premises hereby agreed to be sold and the said premises are free from all encumbrances claim and demands whatsoever.

9. The Purchaser shall be entitled to use the premises for such purpose as may be permissible under the Municipal rules.

10. The Vendors do hereby covenant with the Purchaser that the Vendors their respective heirs, executors, administrators, successors and assigns shall not at any time hereafter let out, sell or otherwise dispose of the premises hereby agreed to be sold till 30.11.1973.

11. The transfer fee and/or donation if any payable to the Society on transfer stamp duty and registration fee shall be borne and paid by the purchaser alone.

12. Costs and charges of Attorneys and/or Advocates as the case may be shall be shared by the Vendors and the Purchasers equally.

13. The Vendors shall pay brokerage to Shri Dilip R. Farekh on sale price at 4% and the Purchaser shall not pay any brokerage to any one.

14. The Vendors hereby agree to execute, such deeds, documents, and writings as may be required by the Purchasers from time to time for effectually vesting and transferring

of the said premises unto the Purchasers and if required by the Purchasers the Vendors shall execute a proper Deed of Transfer in respect of the premises.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and the month hereinabove mentioned.

SIGNED SEALED AND DELIVERED by )  
the withinnamed VENDORS in the )  
presence of: )

[Signature]

1. [Signature]  
2. Indira M. Lakshmi  
3. U. D. Parikh

SIGNED SEALED AND DELIVERED by )  
the withinnamed PURCHASER )  
in the presence of: )

[Signature]

For Jalpur Jewels.  
[Signature]  
Proprietor

RECEIVED of and from the Purchaser the sum of Rs.25,000/- by Cheque No.353701 drawn on Dena Bank, Nepean Sea Road Branch, dated 15.10.78 and further Rs.25,000/- by cheque No.353702 on Dena Bank, Nepean Sea Road Branch, dated 20.10.1978 together making Rs.50,000/- as earnest money as hereinabove recited.

Rs. 50,000/-

I have received :

1. [Signature]
2. [Signature]
3. Indira M. Lakshmi
4. U. D. Parikh.

[Signature]

DATED THIS 6<sup>th</sup> DAY OF NOVEMBER, 1978

BETWEEN

SHRI KIRTI M. LAKSHALA & OTHERS

AND

SHRI MADHANCHAND CHETANDAS MAHETA

AGREEMENT

No. 55

# The Nepean Sea Road Parag Prem Premises Co-Op. Society Ltd.

(Registered No. BOM/GEN/1053 of 1978)

47, L. Jajmohandas Marg, BOMBAY-400 036.

Authorised Share Capital Rs. 20,00,000 Divided into 40,000 Shares each of Rs. 50/-

Member's Register No. 58 Share Certificate No. 58

**THIS IS TO CERTIFY** that Shri/Smt./M/s. Kirti M. Lakdawala

of G. S. Saphale is the Registered Holder of 5 Shares 1 FIVE 1 from No. 351

to 355 of Rs. 250/- 1 TWO HUNDRED FIFTY 1

in THE NEPEAN SEA ROAD PARAG PREM PREMISES CO-OP. SOCIETY LTD. subject to the

Bye-laws of the said Society, and that upon each of such Shares the sum of Rupees

FIFTY has been paid.

GIVEN under the Common Seal of the said Society at Bombay this 1 st

day of AUGUST 19 79.

[Signature]  
Chairman

[Signature]  
Hon. Secretary

[Signature]  
Member of the Committee



Annual Report of the Secretary of the State - [illegible]

1911	1912	1913	1914	1915	1916
<p>1911</p>			<p>M. J. J. J. J.</p> <p>1911</p> <p>1912</p> <p>1913</p> <p>1914</p> <p>1915</p> <p>1916</p>		<p>1916</p>

M. J. J. J. J.

1911

1912

1913

1914

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Memorandum of the transfers of the within - mentioned Shares

Date of Transfer	Transfer No.	Share Regd. No. (Old)	To whom transferred	Share Regd. No. (New)	Sign. of Hon. Secretary
25.10.2013			M/s JAIPUR JEWELS M/s Jaipur Jewels Global Ltd.		X D. B. Bhatt Secretary

22/1/13

25.10.2013



**NAVDEEP VORA & ASSOCIATES**  
Advocates & Solicitors

NVA/UBI/

Bldg. No. 105, Office No. 32, 2nd Flr.,  
Mumbai Samachar Marg,  
Fort, Mumbai-400 001.  
Tel. : 022-2264 1717 / 18  
Fax : 022-2264 1919  
email: navdeep@nvasso.com  
06<sup>th</sup> March, 2020

Union Bank of India,  
Mid Corporate Branch,  
Mumbai.

**Kind Attn.: Branch Head.**

**Sub.: Investigation of title of the property being Premises No. G-1, in the building known as Swapnalok Parag Premises C.H.S. Ltd., bearing C.S. No. 448, situated at Malbar & Cumbala Hill Division, Mumbai, Property belonging to M/s. Jaipur Jewels Global Ltd.**

Dear Sir/ Madam,

**TITLE REPORT**

1.	Name and address of the Branch to whom the title report is given
	Union Bank of India, Mid Corporate Branch, Mumbai.
2.	Name of the Account and details of the Borrower
	M/s. Jaipur Jewels Global Ltd
3.	Full Description of Property
	Premises No. G-1, in the building known as Swapnalok Parag Premises C.H.S. Ltd., bearing C.S. No. 448, situated at Malbar & Cumbala Hill Division, Mumbai.
4.	Name of the Owner:
	M/s. Jaipur Jewels Global Ltd.
5.	Nature of ownership: Ownership Right
6.	Tracing of Title
1.	By an Indenture dated 02/05/1978 between Parag Prem Builders Pvt. Ltd. of One Part and Nepean Sea Road Parag Prem Premises Co-operative Society Ltd. of the Other Part. To the said Deed of Conveyance a schedule is annexed wherein the name of the first purchaser Shri Kirti M. Lakdawala who had purchased the premises G-1 from the Vendor and sold to the borrower herein is mentioned. The said conveyance is registered with SRO under serial no BOM/1037/1978. <b>Schedule:</b> Land bearing C.S. No. 448, situated at Malbar & Cumbala Hill Division, Mumbai.
2.	By an Articles of Agreement dated 06/11/1978 between Shri Kirti M. Lakdawala and

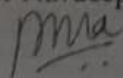
	<p>Ors. as the Vendors of One Part and Shri.MilapchandChetandasNaheta proprietor of M/s. Jaipur Jewels as the Purchaser of the Other Part.</p> <p><b>Schedule:</b> Premises No. G-1, in the building known as SwapnalokParag Premises C.H.S. Ltd., bearing C.S. No. 448, situated at Malbar&amp;Cumbala Hill Division, Mumbai.</p>		
3.	Share Certificate No. 58 bearing distinctive nos. 351-355 issued by Nepean Sea RoadParagPrem Premises Co-operative Society Ltd. in the name of M/s Jaipur Jewels Global Ltd.		
7.	<b>Title Deeds / Documents details under which ownership is acquired</b>		
1.	Conveyance Indenture dated 02/05/1978 between ParagPrem Builders Pvt. Ltd. of One Part and Nepean Sea Road ParagPrem Premises Co-operative Society Ltd. of the Other Part.		
2.	<p>By an Articles of Agreement dated 06/11/1978 between ShriKirti M. Lakdawala and Ors. as the Vendors of One Part and Shri.MilapchandChetandasNaheta proprietor of M/s. Jaipur Jewels as the Purchaser of the Other Part.</p> <p><b>Schedule:</b> Premises No. G-1, in the building known as SwapnalokParag Premises C.H.S. Ltd., bearing C.S. No. 448, situated at Malbar&amp;Cumbala Hill Division, Mumbai.</p>		
3.	Share Certificate No. 58 bearing distinctive nos. 351-355 issued by Nepean Sea RoadParagPrem Premises Co-operative Society Ltd. in the name of M/s Jaipur Jewels Global Ltd.		
8.	<table border="1"> <tr> <td><b>List of encumbrances</b></td> <td>We have been informed that the premises is mortgaged to Karnataka Bank.</td> </tr> </table>	<b>List of encumbrances</b>	We have been informed that the premises is mortgaged to Karnataka Bank.
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9.	<table border="1"> <tr> <td><b>Regulatory issues :</b></td> <td>Property is not subject any regulatory issues.</td> </tr> </table>	<b>Regulatory issues :</b>	Property is not subject any regulatory issues.
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10.	<table border="1"> <tr> <td><b>Whether the document examined are duly stamped</b></td> <td>Yes. Documents are properly stamped and registered with SRO.</td> </tr> </table>	<b>Whether the document examined are duly stamped</b>	Yes. Documents are properly stamped and registered with SRO.
<b>Whether the document examined are duly stamped</b>	Yes. Documents are properly stamped and registered with SRO.		

	as per the Stamp Act	
11.	Whether registration endorsements are in order	Yes, documents are registered and the same are in order.
12.	List of documents/deeds provided to the Advocate and perused by him	
	<ol style="list-style-type: none"> <li>1. Indenture dated 02/05/1978 between ParagPrem Builders Pvt. Ltd. of One Part and Nepean Sea Road ParagPrem Premises Co-operative Society Ltd. of the Other Part.</li> <li>2. Articles of Agreement dated 06/11/1978 between ShriKirti M. Lakdawala and Ors. as the Vendors of One Part and Shri.MilapchandChetandasNaheta proprietor of M/s. Jaipur Jewels as the Purchaser of the Other Part.</li> <li>3. Share Certificate No. 58 bearing distinctive nos. 351-355 issued by Nepean Sea RoadParagPrem Premises Co-operative Society Ltd. in the name of M/s Jaipur Jewels Global Ltd.</li> </ol>	
13.	List of Documents found out while examining the deeds as above in the search in the office of Registrar/Revenue authorities affecting The property examined.	Nil
14.	List of further documents called for Examined and produced	Nil
15.	Whether the documents examined are duly stamped as per stamp Act.	Yes
16.	Whether the Registration endorsement are in order.	Yes
17.	Certificate of Examination	
	<p>"This is to certify that we have examined the documents required for giving the title clearance certificate and have also conducted web search as well as searches with the concerned Sub-Registrar of Assurances, through search clerk Mr.NamdevTawde who has submitted his report on 04/03/2020 copies of the searches are enclosed for your reference and record. From the documents sent to us and from the available records, we do not find the transactions under the documents are sham or fictitious." Bank can create valid Equitable Mortgage.</p>	
18.	Certificate of Title	

	Based on the above document and papers aforesaid, we are of the opinion that as stated above the title of the owner is clear and marketable in the name of M/s. Jaipur Jewels Global Ltd subject to the mortgage of Karnataka Bank Ltd.
19.	<b>List of documents to be obtained and kept on record:</b>
	<ol style="list-style-type: none"> <li>1. Copy of the Indenture dated 02/05/1978 between ParagPrem Builders Pvt. Ltd. of One Part and Nepean Sea Road ParagPrem Premises Co-operative Society Ltd. of the Other Part.</li> <li>2. Articles of Agreement dated 06/11/1978 between Shri. Kirti M. Lakdawala and Ors. as the Vendors of One Part and Shri. Milapchand Chetandas Naheta proprietor of M/s. Jaipur Jewels as the Purchaser of the Other Part.</li> <li>3. Share Certificate No. 58 bearing distinctive nos. 351-355 issued by Nepean Sea Road ParagPrem Premises Co-operative Society Ltd. in the name of M/s Jaipur Jewels Global Ltd.</li> <li>4. NOC to be taken from the Society.</li> <li>5. NOC from Karnataka Bank Ltd</li> <li>6. Title Report submitted by Navdeep Vora &amp; Associates Advocates.</li> </ol>
20.	<b>Any other suggestion or advice to protect the security interest of the Bank.</b>
	In our opinion the bank should also take an undertaking from the owner that they will not alienate the property without the bank's prior written consent. Lien to be marked with the builder/promoter. Charges with CERSAI well within time. Notice of Intimation to be filed with SRO well within stipulated period. NOC to be taken from Karnataka Bank followed by Release Deed. Before creation of mortgage.

Yours truly,

For Navdeep Vora & Associates



Navdeep Vora

Encl.: As above.