



बदर--२/	
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२०१२	

: AGREEMENT FOR SALE :

THIS AGREEMENT FOR SALE made and entered into at Mumbai on this 9th day of **December 2011**, ⁽²¹⁻¹²⁻²⁰¹¹⁾ **BETWEEN MR. DEEPAK G. MATAI** above **63** years an adults, Indians, Inhabitant of Mumbai, residing at **101, LINKWAY SOCIETY , LINK ROAD , OSHIWARA, MADHA ANDHERI (W), MUMBAI 400 053**. Hereinafter called an referred to as **"THE TRANSFEROR/S"** (which expression unless it be repugnant to the context or contrary to the meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns) of the **ONE PART**.

: AND:

MR. MITESH BABULAL BAROT. Aged above **30** YEAR AN adult Indian, Inhabitant of Mumbai, Residing at **201-C MAITRI HIGHT, MARVE ROAD, OPP NUTAN SCHOOL, MALAD (W), MUMBAI 400064** Hereinafter called and referred to as **"THE TRANSFEREE/S"** (which expression shall unless it is repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**:

WHEREAS MR. DEEPAK G.MATAI have/has purchased above SAID SHOP from i.e. M/S DEWAN INVESTMENTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at HDIL TOWER (DHIERAJ ARMA), ANANT KANEKAR MARG, BANDRA (E), MUMBAI 400 051, vide AGREEMENT FOR SALE DATED 28.06/2003., & it's REGISTRATION NO :- BDR2 - 05441 - 2003. Dated 31/07/2003.

AND WHEREAS the Transferors is/are the members and owners and as such absolutely seized and possessed of and/or otherwise well and sufficiently entitled to SHOP NO. 7(A) , ON SECOND-FLOOR , situated at THE MALL, STATION ROAD, MALAD (WEST), MUMBAI- 400 064, (hereinafter called "the SAID SHOP")

AND WHEREAS the Transferor/s (are members of the "THE MALL", hereinafter referred to as "the said Shopping Centre



AND WHEREAS it is now mutually agreed by and between the parties hereto that Transferor/s shall sell and transfer and the Transferee/s shall purchase and acquire the said shop at or THE PRICE OF RS 10,00,000/- (RUPEES TEN LAKHS ONLY).

: NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

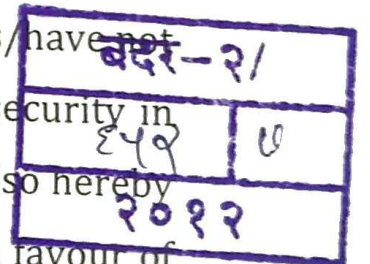
- 1. That Transferee/s has/have inspected all the documents and papers regarding the said shop and has been satisfied them about the title of the said shop of the Transferor/s. The Transferor/s shall sell, transfer, assign, assure, and Transferee/s shall purchase and acquire the said SHOP that is SHOP NO. 7(A), ON SECOND-FLOOR admeasuring 95.8 Sq.Feet CARPET AREA. Situated at THE MALL, STATION ROAD, MALAD (WEST), MUMBAI-400 064, at or for price RS 10,00,000/- (RUPEES TEN LAKHS ONLY).

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2. The Transferee/s has/have paid to the Transferor/s a sum of **RS 10,00,000/- (RUPEES TEN LAKHS ONLY)**. As full and final consideration and the Transferor/s hereby confirm and admit to have received the same amount and discharges the Transferee/s in this respect forever.
3. The Transferor/s hereby undertakes to handover the actual and Physical possession of the said shop to the Transferee/s immediately upon receipt of above said consideration within stipulated period.
4. On receiving the full consideration, the Transferor/s shall immediately put the Transferee/s in possession of the said shop and shall surrender right, title and interest in respect of the said shop and the said Shares in favour of the Transferee/s (which the Transferee/s has/have seen, inspected and found to be in perfect condition) and the Transferee/s shall be entitled to quietly enter, upon leave, occupy, posses and enjoy the said shop and the said shares together with the fittings, fixtures and other amenities annexed thereto.
5. The Transferor/s state the said shop free from all encumbrances of whatsoever nature and the Transferor/s has/have not taken any loan/s from any financial institution/s or person/s against the said shop and further they has/have not kept the said shop/shares as security or additional security in respect of any sort of loan/fiance. The Transferor/s also hereby declare that the transferor/s has/have not created in favour of any third party any interest by way of sale, Mortgage, charge, lien, exchange or maintenance: The Transferor/s further undertakes to keep fully Indemnified and harmless to the Transferees against all contingent claims, demands, proceedings, charges, costs and expenses.



..4..

6. The Transferor/s further declares as the said shop was the self acquired property of the and that one else except them have any right, title and interest in respect of the said SHOP and the said shares.
7. The Transferor/s has/have obtained the necessary **NO OBJECTION CERTIFICATE** from the said **"THE MALL"**, Shopping Centre, FOR THE SALE AND TRANSFER OF THE SAID SHOP IN FAVOR OF THE TRANSFEREE/PURCHASER .
8. The Transferor/s hereby declares that they has/have paid all the dues to the said shopping centre in respect of the said shop on account of Shopping centre outgoings up to the end of and nothing is due and payable by them to the said shopping centre and undertakes to keep fully indemnify the Transferee/s that respect.
9. The Transferee/s hereby covenants and agrees to become the member of the said **"THE MALL"**, and to abide by all the singular bye-laws, rules and regulations made and adopted from time to time by the said shopping centre and also undertakes to pay the proportionate of shopping centre outgoings in respect of the said shop every month regularly without fail and keep the Transferor/s indemnified in that respect.
10. The Transferor/s hereby declares that hereinafter they has/have no right, title and interest or claim of any nature in the said shop or any part of the said shop subject to payment within stipulated period.
11. The stamp duty and registration charges in respect at **"THE SAID SHOP"**, if any, levied by competent authority, the same shall be borne and paid by **"THE TRANSFEREES"**.



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12. The Transfer Charges to be paid to the builder shall be borne and paid by **"THE TRANSFEREE/S" / PURCHASER** as per their mutually agreed terms for which The Transferors will complete the necessary formalities as per their best satisfaction, at their convenient time either With the builder or the society, or the Limited Company or the Condominium of Apartment & with its concern bodies, whenever formed. **"THE TRANSFERORS"** assures that they will not ask for refund of any amount whatever is parted with from **"THE TRANSFEREES"**.

13. THE PERMANENT ACCOUNT NUMBER (P.A.N.) OF THE VENDOR AND THE PURCHASER AS UNDER

NAME	Account Num
<hr/>	



a) MR. DEEPAK G.MATAI

AKCPM2284Q.

b) MR.MITESH BABULAL BAROT.

AGAPB0217C.

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: THE SCHEDULE ABOVE REFERRED TO:

ALL THAT SHOP NO. 7(A), On the SECOND- FLOOR ,IN THE BUILDING KNOWN AS " THE MALL " , Station Road Malad (W), Mumbai 400 064 , admeasuring AREA 95.8 Sq.Feet CARPET AREA. Bearing C.T.S NO. 608,608/1 to 46 and co-related survey no 342 (part) of village Malad (south), Taluka Borivali within Registration District and Sub- District of Mumbai city & Mumbai Suburban.

IN WITNSEE WHEREOF THE Parties here to have set and Subscribed their respective hands on the day and year First herein above written.

SIGNED SEALED AND DELIVERED by the within named **"VENDORS/TRANSFERORS"**

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(1) MR. DEEPAK G.MATAI.

PAN NO: - AKCPM2284Q.



LEFT HAND THUMB IMPPRESSION



SIGNATURE

THE PARTY OF THE FIRST PARTY IN THE PRESENCE OF _____

1. जाना कानून मार

2. (Ganghan Bhatti) Bhatti

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED "PURCHASER/TRASNFEREE".



(1) MR.MITESH BABULAL BAROT.

PAN NO: - AGAPB0217C.



LEFT HAND THUMB IMPRESSION



SIGNATURE

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THE PARTY OF THE SECOND PARTY IN THE PRESENCE OF _____

1. जाना कानून मार - Kholsi. Vinis

2. Rahul - K. Vinis - RAHULK-Nisa

..7..
RECEIPT

RECEIVED from Mr. MITESH BABULAL BAROT, A sum of RS 10,00,000/-
(RUPEES TEN LAKHS ONLY) as follows:

- 1) RS. 10,000/- BY CHEQUE NO. 165004. Date 21/12/2011
Drawn on THE KAPOL CO-OPERATIVE BANK
Limited of Malad (West), Mumbai 400 067, in
Favour of MR. DEEPAK G.MATAI
- 2) RS. 9,90,000/- BY CHEQUE NO. 232785. Date 13/01/2012.
Drawn on HDFC BANK, BRANCH ORLEM, MARVE
ROAD, Malad (West), Mumbai 400 067, in
Favour of MR. DEEPAK G.MATAI.

RS 10,00,000/-

TOTAL.

As a full and final consideration against THE
SHOP NO. 7(A), On the SECOND FLOOR, in the building
known as " THE MALL ", Station Road, Malad (W),
Mumbai 400 064, admeasuring 95.8 Sq.foot CARPET
AREA.



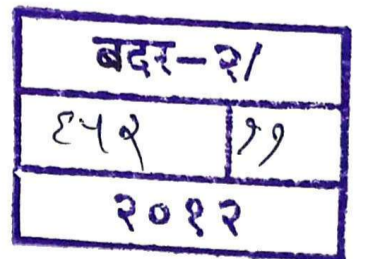
WE SAY RECEIVED


(MR. DEEPAK G.MATAI)

WITNESSES:-

(1) जाना उगुवा ०१२२ → Khetsi. V. Niser.

(2) RAHUL K. Niser → RAHUL - k. Niser.



प्रतिज्ञा/घोषणापत्र

- मी/आम्ही -1 श्री/श्रीमती श्रीलिशा वासुदेव वाशेट
- 2 श्री/श्रीमती _____
- 3 श्री/श्रीमती _____

सत्यप्रतिज्ञेवर कथन करितो की, दस्तावेजाची विषयवस्तु असलेली मिळकत ही यापूर्वी खरेदी देणा-याने कोठेही विक्री, गहाण, दान, लीज, मुखत्यार, पोटगी वा इतर अन्य प्रकार कोठेही जडजोखिमामध्ये गुंतविलेली नाही याची नोंदणी कायदा 1908 मधील असणा-या शोध (Search) तरतुदीनुसार खात्री करुन घेतलेली आहे तसेच सदर मिळकत ही खरेदी देणार यांच्याच मालकीची आहे. याबाबत सुध्दा अभिलेख पाहुन खात्री करुन घेतलेली आहे या मिळकतीबाबत काही वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी माझी/आमचीच राहिल याची मी/आम्ही हमी देतो त्यास संबंधीत सह दुय्यम निबंधक जबाबदार राहणार नाही.

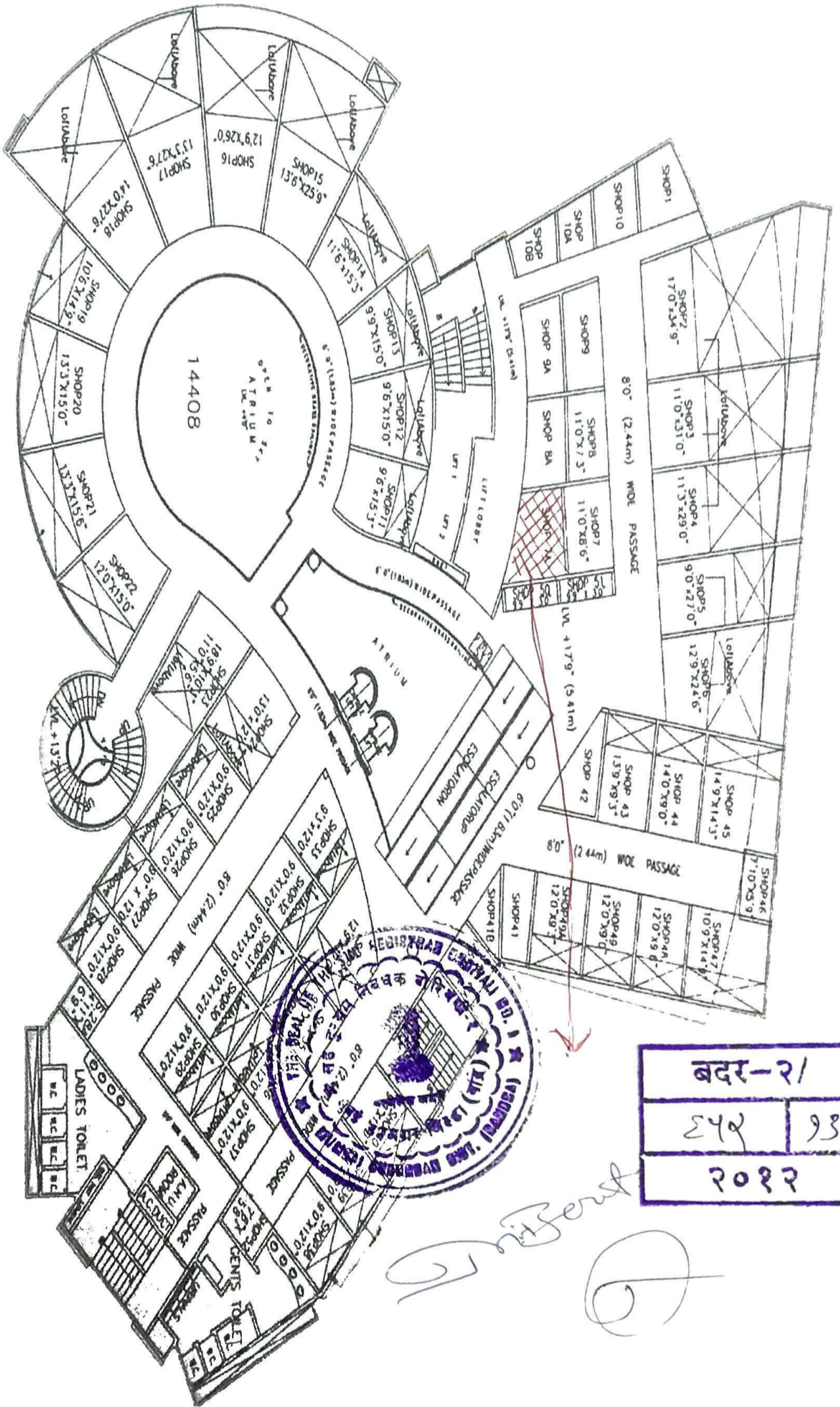
- 1) श्रीलिशा वाशेट
- 2) श्रीलिशा वासुदेव वाशेट

खरेदी घेणार { purchaser }



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FLOOR PLAN



SHOP NO :- 7(A) SECOND FLOOR

" THE MALL "

MIRIAMMUMBAI MAHANAGARPALIKA.

NO.CHE/7755/BI(W.S)/AP of 30 JUN 2008

To,
M/ SHEETH & Desai Builders
C/O to Owner

OFFICE OF THE
EA. ENGINEER, THE WEST & P. WARD
OF BARADWANZI ANNECOTT MARKET BLDG
CANDIVALU ROAD, MIRIAM-400 001.

Sub : Permission to occupy the completed building on Plot bearing CTS No.608, 608/1 to 45 and new CTS No.608/A&B of village Malad at Station Road, Malad (W).

Ref : Your letter dated 18.02.2008.

Sir
The development work of Bldg. comprising of Three level basement + Gr. + 1st to 3rd (pt.) upper floor on plot bearing CTS No 608, 608/1 to 45 and new CTS No 608/A&B of village Malad at Station Road, Malad (W), Mumbai completed under the supervision of Shri Vjay H. Garodia, Lic. Surveyor having Lic. No.G/120/LS Shri P.K. Sura Lic. Structural Engineer having Lic. No. STR/S/76 and Lic. Site Supervisor, Shri Jayesh B. Shah having Lic. No.S/388/SS-1, may be occupied on the following conditions -

- 1) That the certificates under Section 270-A of B.M.C. Act shall be obtained from A.E.W.W. 'P/North' Ward and a certified copy of the same shall be submitted to this office.
- 2) That all the deposit shall be claimed within 1 year from the date of payment or within 1 year from the date of B.C.C. whichever is earlier, failing which the same shall be forfeited.

A set of certified completion plan returned

heewith



Yours faithfully,

[Signature]
80/6/08
for E.E.B.P.(W.S.) K/West & P Ward

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Dr. Babasaheb A. Ambedkar
 Credit: West, Mumbai-400 047.
BRIHANMUMBAI MAHANAGARPALIKA
 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")
 NO. CHE/ 2255 /BP (WS) /P/147
3 FEB 2001
COMMENCEMENT CERTIFICATE

To,
 M/s. Sheth & Desai Builders

Sr.

With reference to your application No. 6262 dated 01/02/2000 for Development Permission and grant of Commencement Certificate under section 45 & 49 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building work under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building for the development work of Centrally Air-conditioned Shopping Center at premises at Silver Station Road Village (called North) situated at (called West) Plot No. --- Ward P/NORTH

The Commencement Certificate/Building Permit is granted on the following conditions:
 The land vacated in consequence of the endorsement of the setback line/road widening line shall for a part of the public street

1. 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.
2. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
3. This permission does not entitle you to develop land which does not vest in you.
4. This commencement Certificate is renewable every year but such extended period shall be not more than three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.
5. 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 accordance with the sanctioned plans.

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 every person deriving title through or under him in such an event shall be deemed to have obtained the development work in contravention of section 44 of the Maharashtra Regional and Town Planning Act, 1966.

7. The condition of this certificate shall be binding not only on the applicant but also on his executors, assignees, administrators and transferees and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. [Name] Assistant Engineer to carry out his duties and functions in the capacity of the Local Authority under section 45 of the said Act.

This C.C. is restricted for work upto [Area] (Part) work only.



CERTIFIED TRUE COPY

Asst. Engineer, Building Proposal
 'P' & 'R' Wards
 FOR

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MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

बदर-२/
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 २०१२

City of Greater Mumbai
 Office of the Municipal Commissioner
 Central Office, Mumbai-400061.

BRIHANMUMBAI MAHANAGARPALIKA
 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")
 NO. ONE / 2755 (BP/WS) / P/AR

3 FEB 2001

COMMENCEMENT CERTIFICATE

To, M. S. Cheth & Desai Builders

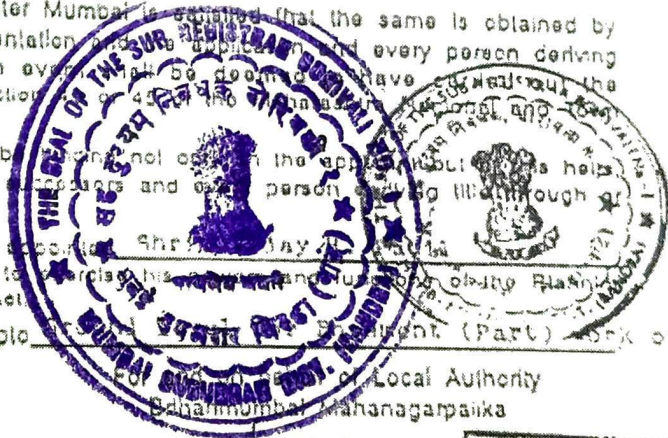
With reference to your application No. 6262 dated 04/02/2000 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building work under section 34B of the Bombay Municipal Corporation Act 1888 to erect a building for the development work of Centrally Air-conditioned Shopping Center at premises at Street Station Road (Plot No. ---) (Ward P/NORTH) (Area --- sq. ft.) (Facing ---) (Frontage --- ft.) (Setback --- ft.) (Frontage --- ft.) (Setback --- ft.)

The Commencement Certificate Building Permit is granted on the following conditions:
 1. The land vacated in consequence of the encroachment of the setback line/road widening line and for a 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 not more than three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not 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.
7. The condition of this certificate shall be binding not only on the applicant but also on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. J. J. J. J. Assistant Engineer to check his work and to issue the Commencement Certificate under section 46 of the said Act.

This C.C. is restricted for work upto --- (Part) work only.



CERTIFIED TRUE COPY

 Asst. Engineer, Building Proposal
 'P' & 'R' Wards
 FOR

बदर-२
 ३१/१२/२०००
 २००३

MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

बदर-२/
 ६५२ | १६
 २०१२

8) This c.c. is now further extended for entire plinth level including 3 level basement as per approved plan dated 31/5/2001.

अभिषेक
15/5/2001
A.E.S.P.P

15 MAY 2001

9) This c.c. is now further extended for 2nd upper + 3rd floor as per approved plan dated 31/5/2001 including 3 level Basements.

23 JUL 2001

अभिषेक
23/7/2001
A.E.S.P.P

10) This c.c. is now further extended for entire work i.e. Basement at 3 levels + 2nd upper + 3rd (P) floor + 4th (P) floor as per approved amended plans dtd. 31/5/2001.

1 NOV 2001

अभिषेक
1/11/2001
A.E.S.P.P



11) This c.c. is now further extended for entire work i.e. Basement at 3 levels + 2nd upper + 3rd & 4th (P) floor as per approved amended plans dtd. 24/11/2001.

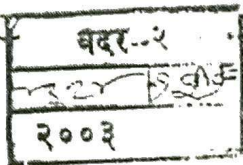
2 MAY 2002



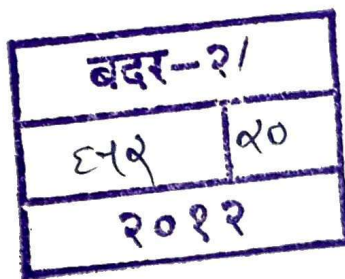
12) This c.c. is now further extended for entire work i.e. Basement at 3 levels + 2nd upper + 3rd & 4th (P) floor as per approved amended plans dtd. 02/04/2002.

CERTIFIED TRUE COPY

9 JUL 2002



LICENSED SURVEYOR
JAY NAGINDAS GORDE
7, Esplanade, Mumbai - 400 001





दस्तावेज क्रमांक व वर्ष: 652/2012

Tuesday, January 24, 2012

12:03:20 PM

दुय्यम निबंधक: बोरीवली 1 (मालाड)

सूची क्र. दोन INDEX NO. II

नादणी 63 म

Regn 63 m B

गावाचे नाव : मालाड

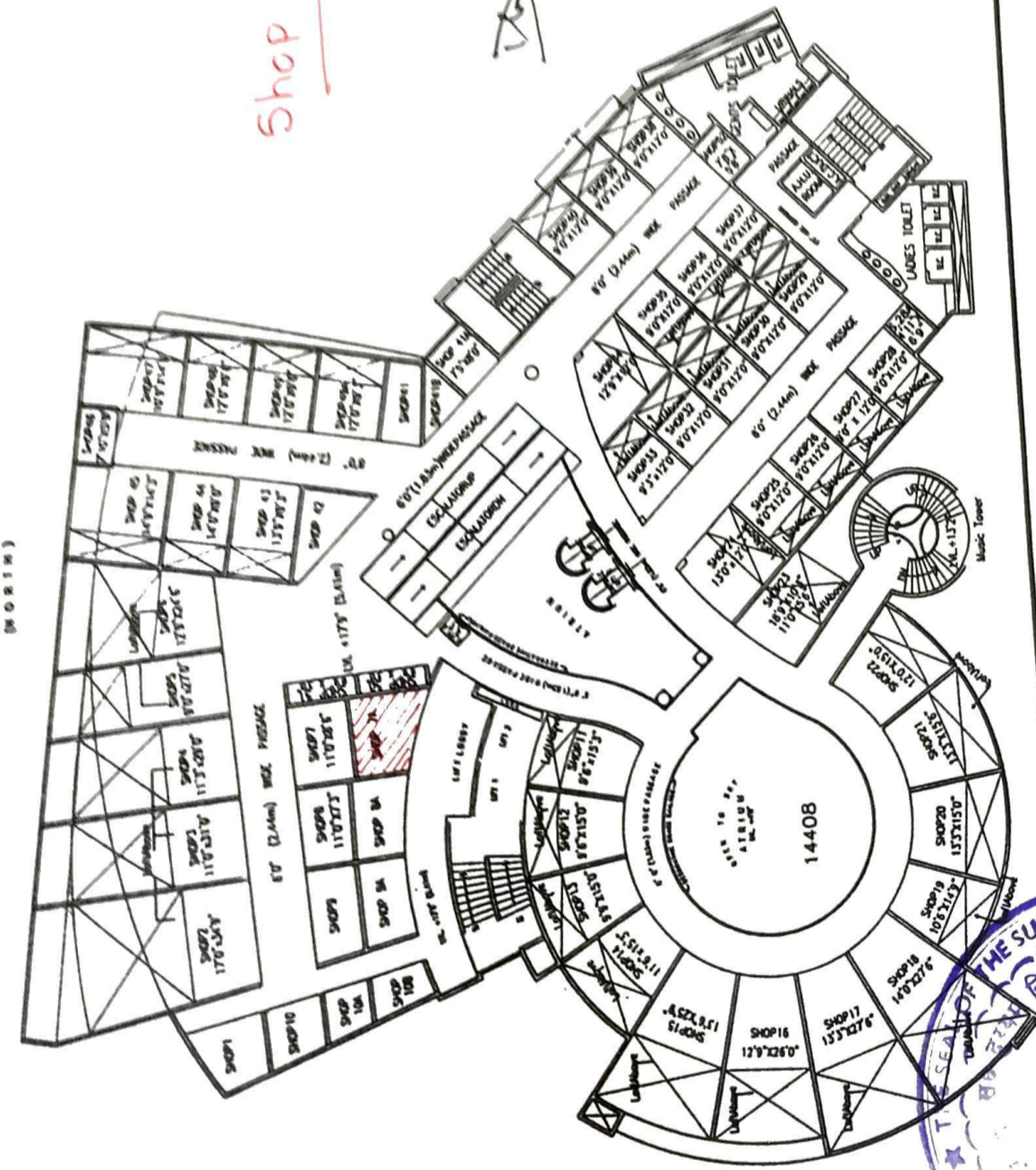
- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या करारनामा
बाबतीत पट्टाकार आकारणा देतो करारनामा
की पट्टेदार ते नमूद करावे) मोबदला रू. 1,000,000.00
बा.भा. रू. 1,269,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सिटिएस क्र.: 608/608/1ते 46 वर्णन: शॉप नं 7/अ, दुसरा मजला, दि मॉल, स्टेशन रोड,
(असल्यास) मालाड प मुं 64
- (3) क्षेत्रफळ (1) 10.68 चौ मि बांधीव
- (4) आकारणी किंवा जुडी देण्यात (1)
असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या (1) दिपक जी मताई - -; घर/प्लॉट नं: 101; गल्ली/रस्ता: -; ईमारतीचे नाव: लिंक वे सोसा.
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा लिंक रोड, ओशिवरा, म्हाडा, अंधेरी प मुं 53; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -;
दिवाणी न्यायालयाचा हुकुमनामा तालुका: -; पिन: -; पॅन नम्बर: AKCPM2284Q.
किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या (1) मितेश बाबुलाल बारोट - -; घर/प्लॉट नं: 201 सी; गल्ली/रस्ता: -; ईमारतीचे नाव:
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा मैत्री हाईट, मार्वे रोड, मालाड प मुं 64; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका:
दिवाणी न्यायालयाचा हुकुमनामा -; पिन: -; पॅन नम्बर: AGAPB0217C.
किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 31/12/2011
- (8) नोंदणीचा 24/01/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 652 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 63450.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 12700.00
- (12) शोरा



THE MALL

Shop No. 7(A), or 30000 5:30

Handwritten signature and initials.

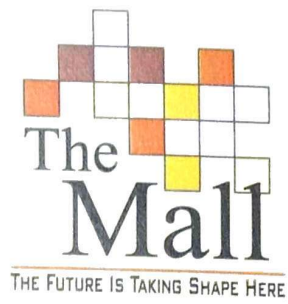


SECOND FLOOR PLAN



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**THE MALL SHOPPING PREMISES
CO-OPERATIVE SOCIETY LIMITED**

REGN. NO. MUM/WP/GNL/O/3015/2014-15/DATED 09/12/2014
CTS NO. 608,608/1 TO 045, NEW CTS NO. 608A&B, STATION ROAD,
MALAD (WEST), MUMBAI - 400 064.

AUTHORISED SHARE CAPITAL OF RS.3,00,000/- DIVIDED INTO 6000 SHARES OF RS.50/- EACH

This is to certify that **Shri/Smt./M/s. MITESH BABULAL BAROT** Shop No.F2-7A is/are the Registered Holder of Ten Fully paid up Shares of Rs.50./- each numbered from **221 to 230** both inclusive, in **The Mall Shopping Premises Co-Operative Society Limited**, Subject to the Bye-laws of the said Society.

Given under the Common Seal of the said society On Friday this 24th Day of February, 2017.

Umesh G. Dedhia
Hon. Chairman

Rohit H. Shah
Hon. Secretary

Shailesh Thakkar
Authorised M.C. Member