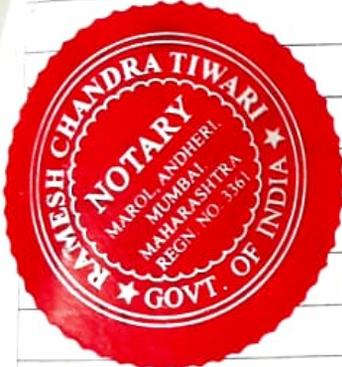


CHALLAN
MTR Form Number-6

बदर - १		
१५६०	३५	१९
२०१७		

MH008520624201617E	BARCODE	Date	15/02/2017-11:00:37	Form ID	40(b)
Department	Inspector General Of Registration	Payer Details			
Type of Payment	Non-Judicial Customer-Direct Payment Sale of Non Judicial Stamps SoS Mumbai only	TAX ID (If Any)			
Office Name	BDR15_JT SUB REGISTRAR ANDHERI 4	PAN No.(If Applicable)			
Location	MUMBAI	Full Name	HARSH D MEHTA AND KALA MEHTA		
Year	2016-2017 One Time	Flat/Block No.	FLAT NO 301 3RD FLR		
Account Head Details	Amount In Rs.	Premises/Building			
0030045501 Sale of NonJudicial Stamp	200.00	Road/Street	AANGAN BLDG N S ROAD NO 2		
		Area/Locality	VILE PARLE W MUMBAI		
		Town/City/District			
		PIN	0 0 5 6		
		Remarks (If Any)	PAN2=-PN=STATE BANK OF INDIA		
Total	200.00	Amount In	Two Hundred Rupees Only		
		Words			
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572017021554033	CKB6446560
Cheque/DD No.		Date	15/02/2017-11:01:42		
Name of Bank		Bank-Branch	STATE BANK OF INDIA		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		



Mobile No. : Not Available



15/02/2017

सूची क्र.2

दुय्यम निबंधक : सह. दु.नि. अंधेरी 1

दस्त क्रमांक : 1560/2017

नोंदणी :

Regn.63m

गावाचे नाव : 1) विलेपार्ले

(1) विलेखाचा प्रकार	गहाणखत
(2) मोबदला	49800000
(3) बाजारभाव(भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन, पोटहिस्मा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 301, माळा नं: 3 रा मजला, इमारतीचे नाव: आंगण विल्डींग, ब्लॉक नं: जुहू स्कीम विलेपार्ले प. मुंबई 400056, रोड नं: एन एम रोड नं 2, इतर माहिती: सहित एक स्टेक कार पार्किंग स्पेस नं 2((C.T.S. Number : 236 ;))
(5) क्षेत्रफळ	1) 184.01 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात अमेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- कला दीलत मेहता वय:-52; पत्ता:- प्लॉट नं: 901, माळा नं: -, इमारतीचे नाव: हिमाचल को ऑप ही सो ली, ब्लॉक नं: अंधेरी प मुंबई, रोड नं: जुहू लेन, महाराष्ट्र, मुम्बई. पिन कोड:-400058 पॅन नं:-AATPM4562G 2): नाव:- हार्प दीलतमल मेहता वय:-29; पत्ता:- प्लॉट नं: 901, माळा नं: -, इमारतीचे नाव: हिमाचल को ऑप ही सो ली, ब्लॉक नं: अंधेरी प मुंबई, रोड नं: जुहू लेन, महाराष्ट्र, मुम्बई. पिन कोड:-400058 पॅन नं:-AQLPM2393P
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- स्टेट बँक ऑफ इंडिया तर्फे आर्थो परमन योगेश निलखन वय:-29; पत्ता:- ऑफिस कॉर्पोरेट सेंटर, -, स्टेट बँक ऑफ इंडिया, नरीमन पॉइंट मुंबई, मादाम कामा रोड, नरीमन पॉइंट, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400021 पॅन नं:-AAACS8577K
(9) दस्तऐवज करून दिल्याचा दिनांक	15/02/2017
(10) दस्त नोंदणी केल्याचा दिनांक	15/02/2017
(11) अनुक्रमांक, खंड व पृष्ठ	1560/2017
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	249000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) श्रेय	



मुल्यांकनासाठी विचारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणानाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

b) When possession is not given

दस्ता सोबत सूची क्रं - २. दिली.



श्री प्रत

श. दुय्यम निबंधक, अंधेरी क्र. 1
मुंबई उपनगर जिल्हा.

Tuesday, January 31, 2017
2:37 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 741 दिनांक: 31/01/2017

गावाचे नाव: विलेपार्ले
दस्तऐवजाचा अनुक्रमांक: वदर 15-643-2017
दस्तऐवजाचा प्रकार : भाडेपट्ट्याचे हस्तांतरणपत्र
सादर करणाऱ्याचे नाव: हर्ष दौलतमल मेहता

नोंदणी फी	₹. 30000.00
दस्त हाताळणी फी	₹. 1340.00
पृष्ठांची संख्या: 67	
एकूण:	₹. 31340.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
2:52 PM ह्या वेळेस मिळेल.

बाजार मूल्य: ₹. 46986500 /-
मोबदला ₹. 88300000 /-
भरलेले मुद्रांक शुल्क : ₹. 4415000 /-

मह. दुय्यम न्यायक अंधेरी-४
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: ₹. 30000/-
डीडी/घटनादेश/पे ऑर्डर क्रमांक: MH008087898201617S दिनांक: 31/01/2017
बँकेचे नाव व पत्ता: Panjab National Bank
2) देयकाचा प्रकार: By Cash रक्कम: ₹ 1340/-

hoshnehta

REGISTERED ORIGINAL DOCUMENT
RECEIVED ON 31/01/2017

७) माझ्याचा रक्कम

15. लिव्ह अॅन्ड लायसन्सचा दस्त : 1) प्रतिमाह भाडे रक्कम
16. निर्धारित केलेले बाजारमूल्य 250600 X 184.01 = 46112906/-
+ PARKING 250600 X 13.94 X 25% = 873341/- = : 4,69,86,500/-
17. दस्तामध्ये दर्शविलेला मोबदला : 8,83,00,000/-
18. देय मुद्रांक शुल्क : 44,15,000/- भरलेले मुद्रांक शुल्क : 44,15,000/-
19. देय नोंदणी फी : 30,000/-



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

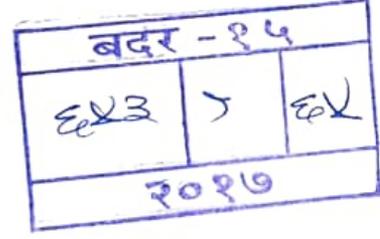
मुल्यांकन अहवाल सन 2016-17

1. दस्ताचा प्रकार : भाडेपट्ट्याचे हस्तांतरणपत्र अनुच्छेद क्रमांक : 60

2. सादरकर्त्याचे नाव : हर्ष दौलतमल मेहता

3. तालुका : अंधेरी

4. गावाचे नाव : विले पार्ले पश्चिम



5. नगरभूमापन क्रमांक/सर्व्हे क्र./ अंतिम भूखंड क्रमांक : 236

6. मूल्य दरविभाग (झोन) : 37 उपविभाग : 190

7. मिळकतीचा प्रकार : खुली जमीन निवासी कार्यालय दुकान औद्योगिक

प्रती चौ मी. दर : 2,50,600/-

8. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ 184.01 बिल्टअप चौ मीटर

9. कारपार्किंग : 13.94 चौ मीटर गच्ची : _____ पोटमाळा : _____

10. मजला क्रमांक : 3 रा मजला उद्वाहन सुविधा आहे / नाही

11. बांधकाम वर्ष : _____ घसारा : _____

12. बांधकामाचा प्रकार : आरसीसी / इतर पक्के / अर्धे पक्के / कच्चे

13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सूचना क्रमांक : _____ ज्यान्वये दिलेली घट / वाढ

14. भाडेकरू व्याप्त मिळकत असल्यास : 1) त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :

2) नवीन इमारतीत दिलेले क्षेत्र

3) भाड्याची रक्कम

15. लिव्ह अँड लायसन्सचा दस्त : 1) प्रतिमाह भाडे रक्कम

16. निर्धारित केलेले बाजारमूल्य 250600 X 184.01 = 46112906/-

+ PARKING 250600 X 13.94 X 25% = 873341/- = 4,69,86,500/-

17. दस्तामध्ये दर्शविलेला मोबदला : 8,83,00,000/-

18. देय मुद्रांक शुल्क : 44,15,000/- भरलेले मुद्रांक शुल्क : 44,15,000/-

19. देय नोंदणी फी : 30,000/-

निष्पत्क

सह दुय्यम निबंधक अधिकारी अंधेरी 4

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार यावती २०१६

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

बंदर १५		
६५३	२	६५
२०१६		

14098469915180

Bank/Branch: PNB/KHAR(6629)
Pmt Txn id : 310117M169305
Pmt DtTime : 31-01-2017@11:10:05
ChallanIdNo: 03006172017013050849
District : 7101/MUMBAI

Stationery No: 14098469915180
Print DtTime: 31-01-2017@12:10:56
GRAS GRN : MH008087898201617S
Office Name : IGR189/BDR15_JT SUB REGIS

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
StDuty Amt : R 44,15,000/- (Rs Four Four, One Five, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR
RgnFee Amt : R 20,000/- (Rs Three Zero, Zero Zero Zero only)

Article 25/Agreement to sale/Transfer/Assignment
Prop Mty: Immovable
Prop Desc: FLAT NO 301, 3RD FLR, AANGAN BLDG, N S ROAD NO 2 JUHU SCHEMEMUMBAI, Maha
Duty Amt: (PAN-ALEPM2393P) HARSH DAULATMAL MEHTA
Other Amt: (PAN-AAMP610170) DHIRAJ JAYARAM SHETTY



Bank official1 Name & Signature

Vasanti Pai
31019
VASANTI PAI
39377

Bank official2 Name & Signature

----- Space for customer/office use ----- Please write below this line -----



बदर - १५		
६४३	३	६४
२०१७		



DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made at Mumbai this 31st day of January in the Christian Year Two Thousand Seventeen BETWEEN (1) **DHIRAJ JAYARAM SHETTY** and (2) **AISHWARYA DHIRAJ SHETTY**, both adults, of Indian Inhabitants, residing at Flat No.301, 3rd Floor, "AANGAN", J.V.P.D. Scheme, North South Road No.2, Vile Parle (West), Mumbai - 400 056, hereinafter referred to as "the **ASSIGNORS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the **ONE PART**, AND (1) **HARSH DAULATMAL MEHTA** and (2) **KALA DAULAT MEHTA**, both adults, of Indian Inhabitants, residing at 901 Himachal Road, Juhu Lane, Andheri (East), Mumbai - 400 058, hereinafter referred to as "the **ASSIGNEES**" (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**.

*Kala Mehta
Harsh Mehta*

[Signature]

[Signature]

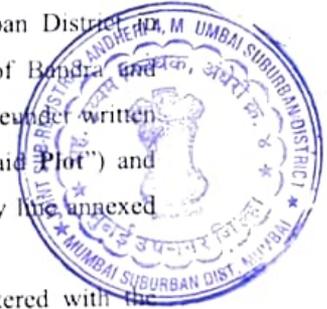
Kala Mehta

Harsh Mehta

बदर - ३५		
६५३	५	६५
२०१७		

WHEREAS - I:

- a. Vallabh Nagar Co-Operative Housing Society Ltd., a Society registered under the provisions of Maharashtra Co-Operative Societies Act, 1960 (hereinafter referred to as "the said Society") under Registration No. B-291 dated 23rd August 1947, is the Owner of property being Plot bearing No.56, admeasuring 508 sq.yards or thereabouts i.e. equivalent to 425.6 sq.mtrs. now bearing C.T.S. No.236 situated at North South Road No.2, Juhu Scheme, Mumbai - 400 056 lying and being at Revenue Village Vile Parle, Juhu Vile Parle Development Scheme in the Mumbai Suburban District, Greater Mumbai, in the Registration Sub-District of Bandra and more particularly described in the **First Schedule** hereunder written (for brevity's sake hereinafter referred to as "the said Plot") and delineated on the plan shown in red colour boundary line annexed hereto and marked as **ANNEXURE "A"**;
- b. By an Indenture dated 17th November 1962, registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No.3008 of Book No.1 Volume 69 Page 9 to 12 dated 18th December 1962, executed between the said Society therein referred to as "the Lessor" and Chhotabhai Bhikhabhai Patel therein referred to as "the Lessee" by virtue of he being its one of the Members and shareholders, the said Society demised by way of Lease unto the Lessee therein the said Plot for a term of 999 years with effect from 26th August, 1962 at yearly rent of Rs. 1/- and on the terms, conditions and covenants on the part of the Lessee contained thereunder;
- c. On the said Plot the Lessee had constructed a building then known as "Jyoti Bungalow" consisted of ground + one and half upper floors;
- d. The said Society in super session and cancellation of the earlier Share Certificate, has issued 5 (five) shares of Rs.50/- each bearing distinctive Nos. 276 to 280 (both inclusive) (for short "the said Shares") vide Share Certificate No. 56 dated 12th November, 1988 (for short "the said Share Certificate") in favour of Chhotabhai B. Patel, Kamesh C. Patel and Smt. Anjana K Patel;



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- e. The said Chottabhai Bhikhabhai Patel died at Mumbai on 22nd December, 1997 leaving behind him surviving his (a) wife Hasmukhben Chhotabhai Patel, (b) Kamlesh Chhotabhai Patel (son) and (c) Jyoti Jagdish Sodha (married daughter) as his only heirs and legal representatives according to the Hindu Law of Succession by which he was governed at the time of his death;
- f. Subsequently, the Society on or about 7th October, 2001 entered the names of (a) Kamesh Chottabhai Patel, (b) Anjana J. Patel, (c) Master Dushyant K. Patel and (d) Master Jigar K. Patel as Lessees and its members/shareholders of the Plot. The Lessees in brevity's sake hereinafter referred to as "the Owners";
- g. Jyoti Jagdish Sodha, the married daughter of Chottabhai B. Patel, raised a claim on the said Plot which claim came to be subsequently settled by the Owners;
- h. By a Deed of Release dated 18th January 2008, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. BADR-1/00710/2008, the said Jyoti Jagdish Sodha, released all her claim, right, title and interest in favour of the Owners in the Plot;
- i. By virtue of the facts, events and documents, the Owners became absolutely seized and possessed of and/or well and sufficiently entitled as Lessees to the said Plot and are the bonafide members and shareholders of the said Society holding the said Shares along with all the benefits attached thereto and subject to the covenants on their part contained under the said Deed of Lease;



WHEREAS - II:

- a. Since the Owners were desirous of carrying out re-development on the said Plot by demolishing the then existing Bungalow/structure and construct new building by availing all the development potentiality including of TDR FSI, by a Development Agreement dated 18th January 2008, registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-1/711/2008 dated 18th January 2008, the Owners granted development right unto and in favour of Prakash Housing Private Limited (for short "the **Developers**"); at for the consideration and on the recorded therein;
- b. In pursuance of the said Development Agreement the Owners also authorized, appointed and nominated the Developers to do and

बदर - १५		
६५३	२	६५
२०१७		

perform certain acts, deeds, things and matters as recorded in Power of Attorney dated 18th January 2008, registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-1/712/2008;

- c. On necessary application being made by the Owners, the said Society granted its No Objection Certificate to the Owners to demolish the then existing Bungalow and construct a new building by utilizing and consuming maximum F.S.I including in the form of TDR on the said Plot as per the prevailing Rules and Regulations applicable thereto;
- d. After having obtained all necessary and requisite permissions, approvals, orders, sanctions, I.O.D. dated 18/03/2008 under reference No. CE/9293/WS/AK and Commencement Certificate dated 16/05/2008 bearing No. CE/9293/WS/AK the said Developers commenced and completed construction of the new building known as "AANGAN" consists of Stilt + 7 Upper Floors in accordance with the plans, designs, specifications, etc. approved by the Concerned Authorities including MCGM by use of the Base Land FSI of the said Plot and all the development potentiality in the form of TDR;
- e. Under the terms, provisions, powers and authorities contained in the said Development Agreement and the Power of Attorney executed by the Owners, the Developers were independently, absolutely and exclusively entitled to sell and allot residential flats/premises coming to their share together with a right to allot Stack/Stilt Car Park spaces in the said new building then proposed to be constructed on the said Plot and enter into Agreements on Co-Ownership or on the perpetual transferrable and heritable tenancy basis in its own name and execute necessary documents, deeds, writings, agreements, etc. to deal with the same;
- f. The title of the Owners and the right of the Developers to carry out development were certified by M/s. Bankim Desai & Co., Advocates & Solicitors by their Certificate of Title dated 10th March 2008.

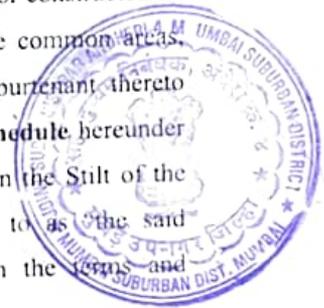


[Handwritten signatures and initials]

बंदर - १५		
६२३	११	६५
२०१७		

WHEREAS - III:

- a. By an Agreement (for short "the said Agreement") dated 2nd February 2010, executed between the said Developers and the Assignors herein, registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-15/1356/2010 dated 03/02/2010, the said Developers for the consideration mentioned therein, allotted to the Assignors herein on co-ownership basis a premises being Flat No.301 admeasuring 1980 sq.ft. (built up area) (i.e. 1650 sq.ft carpet area) (inclusive of area of balconies) on 3rd Floor of the building known as "AANGAN" to be then constructed and/or constructed on the said Plot together with all the benefits on the common areas, facilities, utilities, services and conveniences appurtenant thereto and more particularly described in the **Second Schedule** hereunder written along with allotment of one stack Space in the Stilt of the building (for brevity's sake hereinafter referred to as "the said premises"); at or for the consideration and on the terms and conditions recorded therein;
- b. As contemplated in clause 9(g) of the said Agreement, it has been, inter alia, recorded that in case the said Society raise any objection to the Developers having allotted the said premises on Co-Ownership basis to the Assignors herein then in such event the co-ownership right of the Assignors in the said premises shall be constructed to be free, perpetual, transferrable and heritable tenancy on monthly rent of Rs.200/- with an obligation to proportionately pay the taxes, outgoings, charges, etc. to the Owners Building Association as may then be formed by the allottees of premises and the Owners in respect of the said building;
- c. On completion of construction of the said building and on necessary application being submitted, the Concerned Development Authorities of MCGM has issued Full Occupation Certificate under reference No. CE/9293/WS/AK dated 23/03/2010, a photocopy of which is annexed and marked as **ANNEXURE "A"** hereto. Since by mistake the said Occupation Certificate contained incorrect Plot No.14 instead of correct Plot No.56, the Owners by their letter dated 20th July, 2010 addressed to MCGM, inter alia, requested to correct



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- the Plot Number and issue revised Occupation Certificate with correction of Plot Number;
- d. On completion of the construction and after having obtained Occupation Certificate, the Developers handed over to the Assignors vacant, peaceful, actual and physical possession of the said premises which includes One Stack/Car Park Space bearing in the Stilt portion of the building;
- e. As part of the facility attached to the said premises, the Developers permitted and granted right to allow use of servant room on Ground floor of the building to enable the Assignors to accommodate their servants by use of such servant room.
- f. By virtue of the aforesaid facts, events and documents, the Assignors herein are absolutely in use, occupation, possession and became entitled to on co-ownership basis the said premises along with all the benefits including of common areas, facilities, etc. appurtenant thereto;
- g. The allottees of the premises in the said building have formed as Organization called "AANGAN HOUSING ASSOCIATION" (for brevity's sake hereinafter referred to as "the Association") who has been managing all the affairs of the building and Plot including collection of various amounts from the allottees and making payment of various outgoing, taxes, charges, maintenance charges, Insurance, etc. of the building and by its Intimation in writing, inter alia, requested all the members including the Assignors to clear their dues payable for the period from April 2016 to March 2017. Hereto annexed and marked as **ANNEXURE "B"** is the photocopy of the said Intimation given by the Association. The Assignors have borne, paid and discharged such outgoing and taxes upto March 2017;
- h. The Assignors have also borne, paid and discharged the electricity charges payable under Account No.151107916 of the last bill to the Reliance Energy. Hereto annexed and marked as **ANNEXURE "C"** is the photocopy of the last paid bill;

WHEREAS -IV:

- a. The Assignors have availed financial facility/housing loan from Union Bank of India, Tejpal Scheme Branch and to secure the



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repayment of the mortgaged debt the Assignors deposited the Title Deeds of the said premises by way of Equitable Mortgage and that the said Union Bank of India by its Certificate dated 31st August, 2016 bearing reference No. TPS/ADV/134/2016 has, inter alia, confirmed the documents submitted by the Assignors pertaining to the loan account by the Assignors herein. Hereto annexed and marked as ANNEXURE "D" is the photocopy of the said Certificate dated 31st August, 2016;

- b. The said Union Bank of India, Tejpal Scheme Branch by its letter dated 21st December, 2016 has, inter alia, confirmed that as on 21st December 2016 a sum of Rs.2,17,24,960/- (Rupees Two Crores Seventeen Lacs Twenty Four Thousand Nine Hundred Sixty Only) was the outstanding dues payable under the loan account of the Assignors. Hereto annexed and marked as ANNEXURE "E" is the photocopy of the said letter dated 21st December, 2016;
- c. Subject to the said Equitable Mortgage created in favour of the said Union Bank of India, Tejpal Scheme Branch, the right, title and interest of the Assignors to the said premises is marketable and free from all encumbrances, claims and demands and the Assignors have full right, absolute authority and entitled to deal with or dispose of the said premises in the manner they deem fit and proper;
- d. Pursuant to mutual negotiation ensued between the parties hereto, on or about 28th September 2016, the Assignors have agreed to assign, convey, assure and transfer unto and in favour of the Assignees and the Assignees have agreed to acquire and purchase from the Assignors the said premises more particularly described in the Second Schedule hereunder written together with all the benefits, right, title and interest under the said Agreement dated 2nd February 2010, free from all encumbrances, claims and demands; at or for the consideration and on the terms and conditions as mutually agreed upon between them;
- e. Pursuant to such Agreement, the Assignees have from time to time paid to the Assignor No.1 an aggregate sum of Rs.1,51,00,000/- (Rupees One Crore Fifty One Lacs Only) leaving a balance sum of Rs.7,32,00,000/- (Rupees Seven Crore Thirty Two Lacs Only) to be

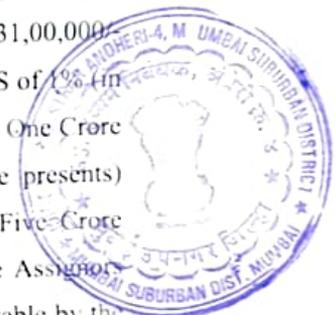


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paid, subject to deduction of 1% TDS payable under the provisions of Section 194 IA of the Income Tax Act, 1960, within the time and in the manner as mutually agreed upon;

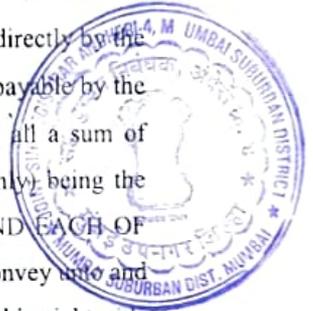
- f. To enable the Assignees to pay the balance consideration/part of the balance consideration the Assignees are desirous of availing the Housing Finance and accordingly have obtained a Principal Sanction Letter dated..... from their Banker for a sum of Rs.5,00,00,000/- (Rupees Five Crore Only) Hereto annexed and marked **Annexure "F"** is the said Sanction Letter;
- g. Simultaneously on execution of these presents, the Assignees have paid to the Assignors further aggregate sum of Rs.2,31,00,000/- (Rupees Two Crore Thirty One Laes Only) including TDS of 1% (in addition to an aggregate sum of Rs.1,51,00,000/- (Rupees One Crore Fifty One Laes Only) paid prior to execution of these presents) leaving a balance sum of Rs. 5,00,00,000/- (Rupees Five Crore Only) to be partly paid directly by the said Bank to the Assignors and their bankers in discharge of the mortgaged debt payable by the Assignors to their said Banker;
- h. Simultaneously on execution of these presents the Assignors/their Banker have addressed a letter to the said Union Bank of India, Tejpal Scheme Branch to release and hand over the Original title Deeds as deposited with it and confirmed by its letter dated 31st August, 2016 against payment of the said balance mortgaged debt of Rs.2,17,24,960/- (Rupees Two Crore Seventeen Laes Twenty Four Thousand Nine Hundred Sixty Only);
- i. Prior to execution of these presents the Assignors have handed over to the Assignees Original of the Bills, Vouchers, Acknowledgements, Receipts, etc. in respect of various connections and facilities attached to the premises;
- j. Simultaneously on execution of these presents the Assignors, have handed over to the Assignees vacant, peaceful, actual and physical possession of the said premises including the Stack Car Park Space in the stilt portion;
- k. The parties hereto are now desirous of completing the transaction by executing these presents, as hereinafter appearing;



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NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of an aggregate sum of Rs.3,74,17,000/- (Rupees Three Crore Seventy Four Lacs Seventeen Thousand Only) paid by the Assignees on or before execution of these presents (the payment and receipt whereof the Assignees do and each of them doth hereby jointly admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release, and discharge the Assignors forever) and deduction of a sum of Rs. 8,83,000/- (Rupees Eight Lacs Eighty Three Thousand only) being the 1% TDS under the provisions of section 194IA of the Income Tax Act, leaving a balance further sum of Rs. 5,00,00,000/- (Rupees Five Crore Only) to be partly paid directly by the bankers of the Assignees in discharge of the mortgaged debt payable by the Assignors and the balance to the Assignors aggregating in all a sum of Rs.8,83,00,000/- (Rupees Eight Crore Eighty Three Lacs Only) being the full consideration money **THEY THE ASSIGNORS DO AND EACH OF THEM DOTH HEREBY grant, assign, assure, transfer and convey** and in favour of the Assignees all their beneficial and co-ownership right, title and interest in respect of the residential premises being Flat No.301 admeasuring 1980 sq.ft. (built up area) (1650 sq.ft. carpet area) (inclusive of area of balconies) on 3rd Floor along with One Stack Stack Parking in stilt of the building known as "AANGAN" (for brevity's sake hereinafter referred to as "the said Flat") and more particularly described in the **Second Schedule** hereunder written (for brevity's sake hereinafter referred to as "the said premises") constructed on the said Plot described in the First Schedule hereunder written together with benefits to use all the common areas, facilities, services, conveniences and amenities including use of common servant room on Ground floor of the building appurtenant to the said Flat described in the Second Schedule to the Agreement dated 2nd February, 2010 AND ALSO together with all the benefits under the said Agreement dated 2nd February, 2010 AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in equity of the Assignors into out of, upon and the said premises or any part thereof **TO HAVE AND TO HOLD as joint tenants** by the Assignees the said premises hereby transferred, conveyed, assured and assigned unto the Assignees and to the performance and observance of the covenants and stipulations on the part of

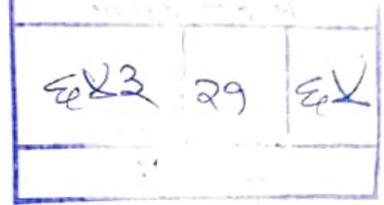


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the Assignors to observe and perform and henceforth on the part of the Assignees ought to be observed and performed including payment in proportion towards all the outgoings, maintenance charges, taxes, electricity charges, water charges, payable to the said Association (i.e. Angan Housing Association) and/or Concerned Authorities so far as the said premises is concerned.

AND THAT NOTWITHSTANDING THEY THE ASSIGNORS now have in themselves good right, absolute power and full authority to transfer, convey, assure and assign all their respective share, right, title and interest in the said premises described in Second Schedule hereunder written unto the Assignees in the manner and subject to what is stated aforesaid AND IT shall be lawful for the Assignees from time to time and at all times hereafter to peaceably and quietly to use, hold, possess and enjoy the said premises and rights of the Assignors hereby assigned or expressed to be with their appurtenances and receive the rents income benefits and profits thereof for their own use and benefit without any eviction or interruption, claim or demand whatsoever from or by the Assignors or any of them or from or by any other person or persons lawfully or equitably claiming by from under or in trust for each of them.



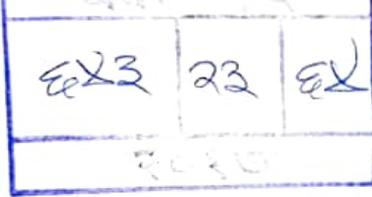
AND THAT free and clear and freely and absolutely acquitted exonerated released and forever discharged or otherwise by the Assignors well and sufficiently saved defended kept harmless and indemnified of from and against all estate charges and encumbrances whatever made, executed, occasioned or suffered by the Assignors or by any other person or persons having or lawfully or equitable claiming by from under or in trust for them shall and will from time to time and at all time hereafter at the request of the Assignees, do sign and execute or cause to be done signed and executed all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for further and more perfectly and absolutely assuring the said premises hereby assigned or expressed so to be and every part thereof unto and to the use of the Assignees in the manner aforesaid as shall or may be reasonable required.

AND the Assignors do and each of them doth hereby covenant with the Assignees that they the Assignors, subject to the existing mortgage in favour of the said Union Bank of India, have not done omitted knowingly or

A handwritten signature in blue ink, appearing to be 'S. K. ...'.

A handwritten signature in blue ink, appearing to be 'Shetty'.

A handwritten signature in blue ink, appearing to be 'M.'.



willingly suffered or been party or privy to any act, deed or thing whereby they are prevented from assigning, transferring or conveying the said premises and/or any part thereof or any claim, share in the rights, title and interest in the said premises and all the benefits attached and/or appurtenant thereto AND ALSO together with benefits in all the deeds, documents, writings, and other evidence of title, relating to the said premises AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in equity of the Assignors into out of, upon and the said premises or any part thereof.

AND the Assignors do and each of them doth hereby covenant with the Assignees that

- a. they are the absolute Owners of the said premises more particularly described in the Second Schedule hereunder written and entitled to all the benefits under the said Agreement dated 2nd February 2010 and that save and except them no other person or persons has any right, title, interest, claim or demand by which or by reason whereof their respective right, title and interest in the said premises and all the benefits under the said Agreement and now of the Assignees is adversely affected or seriously prejudiced;
- b. notwithstanding any acts, deeds, things or matters whatsoever done, committed or omitted by them or any of them or any person or persons lawfully or equitably claiming by through from or under trust for them, but subject to clearance of the mortgage debt to their banker, Union Bank of India, as per its letter dated 21st December 2016 they have in themselves good right, full power and absolute authority to assign, assure, convey and transfer the said premises and all the benefits under the said Agreement unto and in favour of the Assignees;
- c. they have not entered into any agreement or arrangement nor created any third party right, or other encumbrance by way of sale, transfer, lease, lien, mortgage, pari-pasu charge/mortgage, tenancy or otherwise in respect of the said premises or any part thereof:

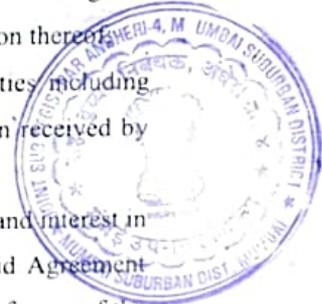
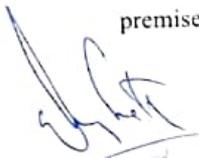


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- d. the said premises is not subject matter of any litigation or proceedings in any court of law or before any authority of Government or Semi-Government and they have not been served with nor they have received any notice, circular, writ of summons, prohibitory order, decree, attachment before or after judgment or otherwise from any court of law or authority of Government, in respect of the said premises or any part or portion thereof;
- e. they have not received any notice, communication or otherwise from the said Society with regard to their right in respect of the said premises or any part or portion thereof;
- f. they shall pay and clear their statutory liabilities including Income tax liability, in respect of consideration received by them under these presents.
- g. there is/are no impediments on their right, title and interest in respect of the said premises and under the said Agreement and for sale, transfer and assignment thereof in favour of the Assignees;

AND THAT the Assignors do and each of them doth hereby confirm that upon execution of these presents in respect of the said premises described in the Second Schedule hereunder written, the Assignees shall have and hold rights, title and interest in the said premises including in the funds and other amounts, deposits lying deposited with the said Association.

AND THAT the Assignors do and each of them doth hereby indemnify and keep the Assignees indemnified against or in respect of any claim, demand or action, if any, being claimed, demanded or, initiated by any person or persons or authority or authorities under the Concerned Status or the said Society in respect of or consequent upon any act of omission or commission on the part of the Assignors with regard to their right, title and interest in the said premises and under the said Agreement AND HEREBY further indemnify and keep the Assignees indemnified against any costs, charges, expenses, loss or demand, if any, suffered or incurred by the Assignees due to or consequent upon any act of omission or commission on the part of Assignors with regard to their right, title and interest in the said premises and under the said Agreement, as aforesaid.

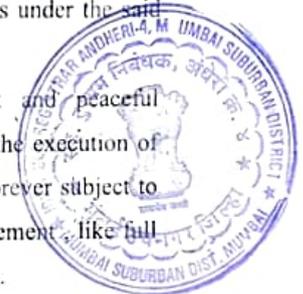


बदर - २५		
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AND any expenditure in relation to the said premises and for the transfer of the said premises in the records of the Association, and/or the Concerned Authority and for the maintenance of the premises shall be borne and paid by the Assignees.

AND THAT simultaneously on execution of these presents, the Assignors and the Assignees shall make sign and submit to the said Association and the Concerned Authorities of Government, or public or local bodies including MCGM, etc. such applications, affidavits, forms, writings, representation, etc. for transfer of the said premises described in the Second Schedule hereunder written and all the benefits under the said Agreement unto and in favour of the Assignees.

AND the Assignors have handed over vacant and peaceful possession of the said Premises to the Assignees prior to the execution of these presents to have and hold the same absolutely and forever subject to observation and compliances of the terms of the said Agreement, like full payment of sales consideration from buyer and their bankers.



AND the Assignors have simultaneously with the execution hereof have executed Power of Attorney in favor of Assignees for various purposes set out therein.

AND FURTHER THAT each party shall bear and pay the professional charges of their respective Legal Advisor/Advocate AND FURTHER THAT stamp duty and registration charges payable on these presents will be borne and paid by the Assignees alone.

AND THAT the Permanent Account Number of the parties hereto are as follows:-

PAN NO.

Assignors

- | | |
|----------------------------|-------------|
| 1. Dhiraj Jayaram Shetty | AAVPS 1017J |
| 2. Aishwarya Dhiraj Shetty | AFAPS 9788L |

Assignees

- | | |
|--------------------------|-------------|
| 1. Harsh Daulatmal Mehta | AQLPM2393P |
| 2. Kala Daulat Mehta | AATPM 4562G |

IN WITNESS WHEREOF, the Assignors and the Assignee respectively have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

(Handwritten signatures of Assignors and Assignees)

"ANNEXURE B"

BMPP-3536-2005-15,000 Forms. (4 Pages Fr/B)

Form No. 346
88

Building Proposal (W.S.)
H and K - Wards
Municipal Office, K. Patkar Marg,
Bandra (West), Mumbai - 400 050.

EX 3	3E	EX
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In replying please quote No. and date of this letter. This I. O. D. / C. is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1974

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

No. CE 9293/WS/AK BS/A. of 200 200

18 MAR 2008

MEMORANDUM

Shri. Prakash V. Gidwani C.A. to Owner. Municipal Office, Mumbai 200

With reference to your Notice, letter No. 337 dated 25/01/2008 and delivered on 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.236 of Village Vileparle at J.V.P.D.Scheme, N.S.Road No.2, Vileparle (West) furnished to me under your letter, dated 200. I have to inform you that I cannot permit the or work proposed to be erected or executed, and I therefore hereby formally intimate to you under section of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reason

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

- 1) That the commencement certificate under section 44/69 (1)(a) of the M.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 as per D.C. Regulation No.38(27) before starting the work.
- 3) That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 4) That the specifications for layout / D.P. / or access roads / development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.) E.E.S.W.D. of W.S. before submitting P.C.C.
- 5) That the Structural Engineer will not be appointed. Supervision memo as per Appendix 5 (regulation 5(3)(ix)) will not be submitted by him.
- 6) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.



939E 17

ANNEXURE 'C'

Ex: Engineer Bldg. Proposal (W.S.)
H and

44-2002-10,000 Form

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/9293/WS/A/AK of
COMMENCEMENT CERTIFICATE

This L.O.D / C.C. is issued subject
to the provision of Urban Land
calling and Regulation Act 1978

Shri. Prakash V. Gidwani
A. to Owner

76 MAY 2008

2008	23	EX
2008		

With reference to your application No. 799 dated 25/01/2008 for Development
Admission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional
& Town Planning Act 1966, to carry out development and building permission under Section 346 of the
Mumbai Municipal Corporation Act 1888 to erect a building

To the development work of PROP. Bldg. on plot CTS No. 236
at premises at Street J.V.P. D. scheme village vile-parle plot
No. 1 situated at vile-parle(W) Ward 11 West

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extension 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 & 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 adhered to.
 - (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same has been obtained by the applicant through fraud or misrepresentation and the applicant or any person deriving title through or under him in such an event shall be deemed to be guilty of an offence under the work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.

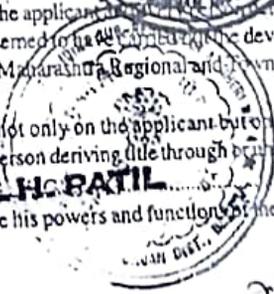
7. The conditions of this certificate shall be binding not only on the applicant but of his heirs, executors, assignees, administrators and successors and every person deriving title through or under him. The Municipal Commissioner has appointed Shri. V. H. PATIL
Ex: Assistant Engineer to exercise his powers and functions of the Planning

Authority under Section 45 of the said Act.
This CC is valid upto 15 MAY 2009

Commencement certificate is valid
for the use of up to 2.90m
A.P. 10/12/2008
For A. R. Mohite & Assoc.
Architect

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai
Ex: Assistant Eng. Building Proposals
(Western Subs.) 'H & K West' 'W East' & 'P Awards'
FOR
MUNICIPAL CORPORATION OF GREATER MUMBAI

77-24
144/80



MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/9293/WS/AK
23 MAR 2010

FULL OCCUPATION CERTIFICATE

Ward	23	23
2010		

To
Shri. Prakash S. Gidwani,
101 Raj Residency, B-Wing,
Cobra Lane, Bandra (West),
Mumbai - 400054.

The full development work of residential building comprising of Stilt + 7 upper floors on plot bearing C.T.S.No. 236, Plot No.14 of Village Vileparle situated at N.S.Road No.2, P.O. Vileparle (West) Mumbai is completed under the supervision of Shri. A.R.Mehta, Architect License No. CA/80/1956 may be occupied on the following condition :-

1) The certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

2) A copy of certified completion plan is attached herewith.

Yours faithfully,

(Signature)
Executive Engineer (Municipal Works)
West (or) Suburban



- Copy to :-
- 1) Architect, Shri. A.R.Mehta
 - 2) E.E.P. (W.S.)
 - 3) Super. (W.S.) Ward
 - 4) Asstt. Commissioner (W/West) Ward

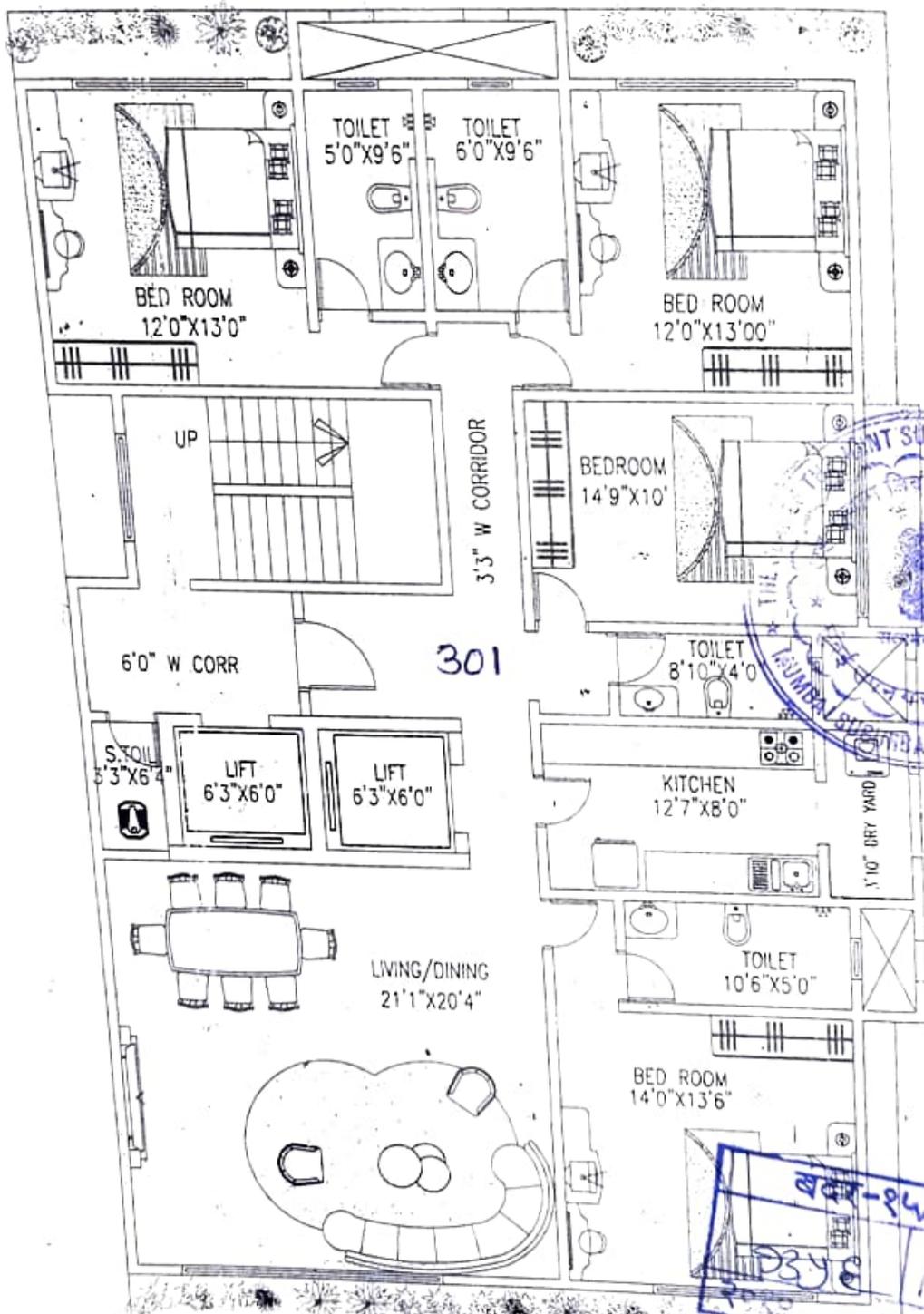
- 2) E.E.P.
- 3) Dy.A. & C.(S)
- 6) A.E.W.S. (K/W) Ward,
- 8) Asstt. Eng. (Survey) H& K Ward.

For information please.

(Signature) 23/3/10
E.E.P. (W.S.) K Ward,

CERTIFIED TRUE COPY
For, A. R. Mehta & Assoc.

(Signature)
Architect



3rd, 4th, 5th & 6th FLOOR

Signature

PROPOSED RESIDENTIAL BLDG AT 2ND ROAD JUHU FOR MR. SAHIL GIDWANI.

ARCHITECT
Roza Kabir
 PLOT NO. - 78
 2ND FLOOR, TURNER ROAD
 BANDRA (W), MUMBAI - 400 050
 PHONE: 2843475 FAX: 2843881
 E-MAIL: roza@roza.com

वर्ग - ९		
१/१०	२९	१५
२०१९		

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. C/9293/W/S/AK
23 MAR 2010

FULL OCCUPATION CERTIFICATE

१३	५	१५
२०१९		

To
Shri. Pralokh V. Gidwani,
101 Raj Residency, B-Wing,
Gandhi Lane, Santacruz (West),
Mumbai - 400054.

Sir,

The full development work of residential building comprising of Silt + 7 upper floors on plot bearing C.T.S.No. 236, Plot No.14 of Village Vileparle situated at N.S.Road No.2, S.P.O. Scheme, Vileparle (West), Mumbai is completed under the supervision of Shri. A.R.Mehta, Licensed Architect License No. C.A/80/1956 may be occupied on the following condition :-

- 1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

Set of certified completion plan is attached herewith.

- Copy to:
- 1) Architect, Shri. A.R.Mehta.
 - 2) E.E.(W.S.)
 - 3) Sup. (K/W) Ward,
 - 4) Asstt. Commissioner (K/West) Ward

For information please.

Executive Engineer (W.S.)
MUMBAI SUBURBAN DIST. MUMBAI

2) E.E.D.P.
4) Dy.A. & C.(S)
6) A.E.W.V.(K/W) Ward.
3) Asstt. Eng. (Survey) F&S K Ward.

23/3/10
E.E.P.(W.S.) K Ward,



CERTIFIED TRUE COPY
For, A, R. Mehta & Assoc.

Architect

(Handwritten signature)